



**Executive Board Meeting  
AGENDA  
Friday, June 17, 2022 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 <a href="#">Guidelines</a>	9:05 AM	
CONSIDERATION TO TAKE AGENDA ITEMS OUT OF ORDER		
CONSENT CALENDAR	9:10 AM	
1 Resolution to continue teleconferencing Executive Board meetings (AB361)		3-4
2 April 15, 2022 BACWA Executive Board meeting minutes		5-9
3 April 29, 2022 Joint Meeting with R2 staff Special Board Meeting minutes		10-12
4 April 2022 Treasurer's Report		13-20
APPROVALS AND AUTHORIZATIONS	9:15 AM	
5 <u>Approval</u> : BAR BACWA Chair and Vice-Chair for FY23		21
6 <u>Approval</u> : BAR BACWA FY23 Staff contract amendments		22-34
7 <u>Approval</u> : BAR BACC FY23 Administration contract, \$36,000		35-37
8 <u>Approval</u> : BAR for As-Needed Legal and IT support FY23		38-41
9 <u>Approval</u> : BAR Quality Assurance Solutions contract for FY23, \$5,200		42-52
10 <u>Approval</u> : Amendment #3 for Carollo Engineers FY23 AIR committee support, \$95,000		53-60
11 <u>Approval</u> : Amendment #5 for Stephanie Hughes for FY23 BAPPG professional outreach support for FY23, \$16,000		61-64
12 <u>Approval</u> : Stephanie Hughes pesticides regulatory support FY23 Contract, \$60,000		65-75
13 <u>Approval</u> : CIEA No-cost Extension for Risk Reduction in FY23		66-82
14 <u>Approval</u> : SGA Amendment # 4 for FY23 BAPPG Support - \$30,000		83-88
15 <u>Approval</u> : Amendment #3 Carollo Contract for FY23 BABC Support - \$120,000		89-96
16 <u>Approval</u> : Amendment #2 for FY23 NMS Reviewer Contract - \$50,000		97-103
POLICY/STRATEGIC	9:40 AM	
17 <u>Discussion</u> : R2 Announces new EO		104-105
18 <u>Discussion</u> : Agenda for 7/18 BAAQMD workgroup meeting		106
<b>BREAK</b>	10:30 AM	107
19 <u>Discussion</u> : Nutrients		
a. Technical Work		
i. Update on SCCWRP Ocean Modeling efforts <a href="#">Ocean Acidification/Hypoxia SAG slides</a>		
b. Regulatory		
i. Summer NST meetings and Watershed Permit Workshop		108-123
ii. Holistic Approach to Improved Nutrient Management: Phase 1 (WRF4974) Exec Summary		
c. Governance		
i. Minutes from 4/19 Planning Subcommittee meeting #67		124-126
ii. Minutes from 5/3 Steering Committee meeting		127-131
d. Fundraising		
i. Update on projects for WQIF Grant		
20 <u>Informational</u> : BACWA comments to Alameda County BOS on proposed composting facility		132-134
21 <u>Informational</u> : BAOWN Update - NBS report and conservation workshop		
22 <u>Informational</u> : BAPPG Updates: Steering Comm; Teng Chung Wu Pollution Prevention Award - Nominate by July 15		
23 <u>Informational</u> : Regulatory Issues Matrix <a href="#">May 2022 Issues Matrix</a>		
24 <u>Informational</u> : Climate Change Basin Plan Amendment update		135-142
25 <u>Discussion</u> : Sea Level Rise round table proposal		
OPERATIONAL	11:10 AM	
26 <u>Discussion</u> : 2022 Annual Meeting debrief and survey responses <a href="#">Survey Results</a>		

27	Informational: BACC Update		
28	Informational: FY23 Meeting Schedule and location		143
29	Informational: Committee Accomplishments 2021-22		144-149
<b>REPORTS</b>		<b>12:20 PM</b>	
30	Committee Reports		150-155
31	Member highlights		
32	Executive Director Report		156-158
33	Board Calendar and Action Items		159-160
34	Regulatory Program Manager Report		161-162
35	Other BACWA Representative Reports		
	<ul style="list-style-type: none"> <li>a. RMP Technical Committee</li> <li>b. RMP Steering Committee</li> <li>c. Summit Partners</li> <li>d. ASC/SFEI</li> <li>e. Nutrient Governance Steering Committee <ul style="list-style-type: none"> <li>e.i Nutrient Planning Subgroup</li> <li>e.ii NMS Technical Workgroup</li> </ul> </li> <li>f. SWRCB Nutrient SAG</li> <li>g. NACWA Taskforce on Dental Amalgam</li> <li>h. BAIRWMP</li> <li>i. NACWA Emerging Contaminants</li> <li>j. CASA State Legislative Committee</li> <li>k. CASA Regulatory Workgroup</li> <li>l. ReNUWIt</li> <li>m. ReNUWIt One Water</li> <li>n. RMP Microplastics Liaison</li> <li>o. Bay Area Regional Reliability Project</li> <li>p. WaterReuse Working Group</li> <li>q. San Francisco Estuary Partnership</li> <li>r. CPSC Policy Education Advisory Committee</li> <li>s. California Ocean Protection Council</li> <li>t. Countywide Water Reuse Master Plan</li> <li>u. CHARG - Coastal Hazards Adaptation Resiliency Group</li> <li>v. California Water Quality Monitoring Council</li> </ul>	Mary Lou Esparza, Yuyun Shang, Samantha Engelage Karin North; Amanda Roa; Eric Dunlavey Lorien Fono; Amit Mutsuddy 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 Lorien Fono	
<b>35 SUGGESTIONS FOR FUTURE AGENDA ITEMS</b>		<b>12:29 PM</b>	
<b>NEXT MEETING</b>			
The next meeting of the Board is scheduled for July 15, 2022			
<b>ADJOURNMENT</b>		<b>12:30 PM</b>	

## **RESOLUTION AUTHORIZING REMOTE TELECONFERENCE MEETINGS PURSUANT TO AB 361**

WHEREAS, all Bay Area Clean Water Agencies (BACWA) meetings are open and public, as required by the Ralph M. Brown Act (Cal. Gov. Code 54950 – 54963), so that any member of the public may attend, participate, and watch BACWA’s legislative bodies conduct their business; and

WHEREAS, on March 4, 2020, Governor Newsom declared a State of Emergency to make additional resources available, formalize emergency actions already underway across multiple state agencies and departments, and help the State prepare for an anticipated broader spread of the novel coronavirus disease 2019 (“COVID-19”); and

WHEREAS, On March 17, 2020, in response to the COVID-19 pandemic, Governor Newsom issued Executive Order N-29-20 suspending certain provisions of the Ralph M. Brown Act in order to allow local legislative bodies to conduct meetings telephonically or by other means; and

WHEREAS, as a result of Executive Order N-29-20, staff set up virtual meetings for all BACWA Executive Board meetings; and

WHEREAS, on June 11, 2021, Governor Newsom issued Executive Order N-08-21, which, effective September 30, 2021, repealed the provisions of Executive Order N29-20 that allowed local legislative bodies to conduct meetings telephonically or by other means; and

WHEREAS, on September 16, 2021, Governor Newsom signed AB 361 (2021), which allows for local legislative bodies and advisory bodies to continue to conduct meetings via teleconferencing under specified conditions and includes a requirement that the BACWA Executive Board make specified findings. AB 361 (2021) took effect immediately; and

WHEREAS, in order for legislative bodies to continue to conduct meetings via teleconferencing pursuant to AB 361 (2021), a proclaimed State of Emergency must exist; and

WHEREAS, AB 361 (2021) further requires that State or local officials have imposed or recommended measures to promote social distancing, or, requires that the legislative body determines that meeting in person would present imminent risks to the health and safety of attendees; and

WHEREAS, such conditions now exist in BACWA’s jurisdiction, specifically, Governor Newsom has declared a State of Emergency due to COVID-19; and

WHEREAS, the Centers for Disease Control and Prevention (“CDC”) continues to recommend physical distancing of at least 6 feet from others outside the household; and

WHEREAS, local county health jurisdictions continue to recommend physical and social distancing as a COVID-19 mitigation strategy and

WHEREAS, because of the prevalence of highly contagious variants of COVID-19, the BACWA Executive Board is concerned about the health and safety of all individuals who intend to attend BACWA Executive Board and Committee meetings; and

WHEREAS, the BACWA Executive Board desires to provide a way for Executive Boarders, staff, and members of the public to participate in meetings remotely, without having to attend meetings in person; and

WHEREAS, the BACWA Executive Board hereby finds that the presence of COVID-19 and the prevalence of cases due to the Omicron variant would present imminent risks to the health or safety of attendees, including the legislative bodies and staff, should BACWA’s legislative bodies hold in person meetings; and

WHEREAS, BACWA shall ensure that its meetings comply with the provisions required by AB 361 (2021) for holding teleconferenced meetings.

NOW, THEREFORE, BE IT RESOLVED that the Executive Board of the Bay Area Clean Water Agencies hereby declares as follows:

1. The above recitals are true and correct, and incorporated into this Resolution.
2. In compliance with AB 361 (2021), and in order to continue to conduct teleconference meetings without complying with the usual teleconference meeting requirements of the Brown Act, the BACWA Executive Board makes the following findings:
  - a. The BACWA Executive Board has considered the circumstances of the State of Emergency; and
  - b. The State of Emergency, as declared by the Governor, continues to directly impact the ability of the BACWA Executive Board and BACWA's legislative bodies, as well as staff and members of the public, from meeting safely in person; and
  - c. The CDC continues to recommend physical distancing of at least six feet due to COVID-19 and as a result of the presence of highly contagious variants of COVID-19, meeting in person would present imminent risks to the health or safety of attendees, the legislative bodies and staff.
3. The BACWA Executive Board may continue to meet remotely in compliance with AB 361, in order to better ensure the health and safety of the public.
4. The BACWA Executive Board will revisit the need to conduct meetings remotely within thirty (30) days of the adoption of this resolution.

PASSED AND ADOPTED THIS 17<sup>th</sup> DAY OF JUNE, 2022.

Amit Mutsuddy  
Chair of the Bay Area Clean Water Agencies Executive Board

ATTEST:

Lorien J. Fono  
Executive Director, Bay Area Clean Water Agencies



## 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); Jean-Marc Petit (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
Alan Shear	Tamalpais CSD
Amanda Roa	Delta Diablo
Andrew Damron	Napa San
Charles Wong	SCCWRP
Dave Richardson	Woodard & Curran
Diane Griffin	DSRSD
Eric Dunlavey	City of San Jose
Jared Voskuhl	CASA
Jennifer Dymont	BACWA
Jimmy Mach	City of Oakland
Lorien Fono	BACWA
Mark Rincon-Ibarra	St. Helena
Mary Cousins	BACWA
Mary Lou Esparza	CCCSD
May Raad	HDR
Meg Herston	FSSD
Melody Tovar	City of Sunnyvale
Michael Connor	Consultant
Sarah Deslauriers	Carollo Engineers
Taylon Sortor	FSSD
Tom Hall	EOA

**Amit started meeting at 9:02**

## ROLL CALL, INTRODUCTIONS, AND TELECONFERENCE ETIQUETTE

### PUBLIC COMMENT

**CONSIDERATION TO TAKE AGENDA ITEMS OUT OF ORDER**      None

### CONSENT CALENDAR

- 1 Resolution to continue teleconferencing Executive Board meetings (AB361)
- 2 March 18, 2022 BACWA Executive Board meeting minutes
- 3 March 25, 2022 Special BACWA Executive Board meeting minutes
- 4 February 2022 Treasurer's Report

**Consent Calendar Items 1 thru 4:** *A motion to approve was made by Jackie Zipkin (East Bay Discharges Authority) and seconded by Eileen White (EBMUD). The motion was approved by City of San Jose, EBDA, EBMUD, and SF Public Utilities Commission. Central Contra Costa Sanitary District abstained.*

#### **APPROVALS AND AUTHORIZATIONS**

- 5 Approval: FY23 Budget and Workplan

**Approval Item 5:** *A motion to approve was made by Amit Mutsuddy (City of San Jose) and seconded by Eileen White (EBMUD). The motion was approved unanimously.*

- 6 Authorization: EDAR NBWA Request for Sponsorship

#### **POLICY/STRATEGIC**

**7 Discussion: Presentation on SCCWRP POTW Microplastic Study** - BACWA RPM introduced Dr. Charles Wong, from SCCWRP. Dr. Wong summarized SCCWRP's study on microplastics, which is funded by the Ocean Protection Council. The study will quantify emissions and removal efficiency of microplastics from wastewater treatment plants. Summarized project, legislation, sampling methods (manual & automated), highlights of pilot study and next steps. San Leandro and Central San participated in the pilot study. Results of pilot study will be used to design full scale study that will include more agencies. Questions & general discussion followed.

**8 Discussion: BACWA Comments on SSS WDR** - BACWA RPM summarized the SSS-WDR comment letter submitted April 8th. State Water Board is preparing a response to comments document and adoption by the end of 2022. General discussion and recognition of BACWA's RPM exceptional work on this issue.

**9 Discussion: Draft agenda for 4/29 joint meeting with R2** - BACWA RPM shared the draft agenda for the meeting with Regional Water Board. Topics included agency updates, biosolids, nutrients, air permitting, basin plan amendment, misc. coordination, and annual events. Goals for each topic were reviewed & discussed. General discussion followed.

**Action Item:** BACWA RPM to update agenda with suggestions and send to RWB for feedback. ED will send draft agenda to Regional Water Board, then share with BACWA Executive Board members once it is finalized.

**10 Discussion: Debrief from kickoff BAAQMD workgroup meeting** - Sarah Deslauriers shared a summary from kickoff Regulation 2 workgroup meeting. The workgroup is being established to enhance coordination between BAAQMD, BACWA, and Regional Water Board.

**Action item:** BACWA ED to share Word version of draft meeting summary

## **BREAK**

### **11 Discussion: Nutrients**

#### **a. Technical Work**

i. **March 29/30, 2022 Model Advisory Group meeting** - BACWA ED shared a summary of meeting and POTW goals for SF Bay nutrient model. BACWA ED summarized the near- & long-term goals as well as the 3/30 Model Advisory Group kick off meeting outcomes. There was also an update on a recent presentation given by SCCWRP staff to Region 9. Discussion and question period followed.

**Action Items:** BACWA ED to share presentation slides and transcript from SCCWRP presentation to R9 and SOCWA permit adoption with BACWA Executive Board and RWB.

#### **iii. Plain-language review of nutrient science program**

Board members gave feedback on the science review document, which will be revised.

#### **b. Regulatory**

ii. **April 21 Nutrient Strategy Team meeting agenda** - BACWA ED shared draft Nutrient Strategy Team meeting agenda. Asked BACWA members to contact her with any feedback or questions.

#### **ii. Reevaluation of baseline data**

- BACWA ED shared an evaluation of baseline data for 2<sup>nd</sup> Watershed Permit. Shared the major goal: to establish a statistically defensible baseline that incorporates all the variability in the data from our chosen period of record. May Raad, from HDR, explained the baseline period distribution data and projecting compliance testing. BACWA ED summarized several points of discussion to have with the NST group as well as the different ways the data could be aggregated. General discussion and questions followed.

**Action Item:** BACWA ED to share slides with BACWA community.

c. **Fundraising** - BACWA ED shared that the NMS has recently received several grants from the USGS for shoal studies (\$600k) and microcystin sources (A\$600k). The group discussed preparation of an estuarine sediment and water quality toolbox proposal for funding by the EPA Water Quality Improvement Fund. A fundraising group is meeting weekly.

**12 Informational: Final PFAS Phase 2 SAP** - BACWA ED shared that document is in the packet. This project is generating a lot of goodwill from regulators and environmental groups.

**13 Informational: Debrief from April 5 PFAS presentation to SWB** - BACWA ED shared that summary of the meeting is in the packet.

## **OPERATIONAL**

**14 Discussion: 2022 Annual Meeting Program and logistics** - BACWA ED shared that preliminary program is in the packet. BACWA ED shared that the Brower Center dropped mask and vaccine requirements. BACWA ED asked group what mask or vaccine requirements we would enforce for the event. Group discussing followed and the consensus seemed to be to strongly recommend to wear a mask. Event will be recorded and posted after event, but people will not be able to watch live.

**Action item:** BACWA ED will share with community that BACWA strongly recommends wearing masks and that speakers will not be required to wear masks.

**15 Informational: BACC Update** - BACWA AED shared document from packet and slide that summarized percentage range – decrease \ increase – in BACC prices between 2021 and 2022. There were 2 decreases and 57 increases. BACWA AED is waiting for answers from vendors but generally price increases are due to supply chain issues, and price increases \ inflation in materials.

**16 Informational: Succession Planning - Previous BACWA Chair/Vice Chairs** - BACWA ED referred to succession planning documents in the packet. BACWA ED asked for any changes in agency representation.

## **REPORTS**

**17 Committee Reports** - BAPPG has prepared EPA comment letter & it will be circulated with BACWA board today.

**18 Member highlights** - City of San Jose shared they are seeding 4 digesters and putting them into service. SFPUC shared that the Oceanside plant recycled water project should be operation soon. EBMUD that staff is coming back office 2 days a week and masking is required in common spaces. EBDA shared that they received their admin draft of their NDPS permit and it will be effective in July 2022. Central San gave permit progress, operations, capital projects updates and return to office discussions.

**19 Executive Director Report** - BACWA ED shared that BACWA was asked for a perspective on the value of the clean water act to celebrate the 50<sup>th</sup> year of the clean water act.

**20 Board Calendar and Action Items** - BACWA ED shared that the June meeting will be very operational and contract heavy as well as discussions about meeting in FY23.

**21 Regulatory Program Manager Report** - BACWA RPM shared her report is in the packet and she went to CWEA conference the week of April 11<sup>th</sup>.

## **22 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; Amit Mutsuddy

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
- 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. WaterReuse 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
- v. California Water Quality Monitoring Council Lorien Fono

## 26 SUGGESTIONS FOR FUTURE AGENDA ITEMS

**NEXT MEETING** The next meeting of the Board is scheduled for June 17, 2022

**ADJOURNMENT at 12:23**

## ROLL CALL AND INTRODUCTIONS

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

### Other Attendees:

Name	Agency/Company
Lorien Fono	BACWA
Mary Cousins	BACWA
Tom Mumley	Regional Water Board
Bill Johnson	Regional Water Board
Robert Schlipf	Regional Water Board
Maggie Monahan	Regional Water Board
James Parrish	Regional Water Board
Tom Hall	EOA
Eric Dunlavey	San Jose
Jennie Pang	SFPUC

**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 handling return-to-work plans, as well as updates on numerous treatment plant construction projects. Hayward’s recycled water system is now operational. Tom Mumley will continue to serve as Interim Executive Officer at RB2 for the near term.

### Agenda Item 2 – Fundraising

EPA’s next cycle of [Water Quality Improvement Funds](#) will have more funding available than usual (\$24M for 2022). San Francisco Estuary Institute (SFEI) is planning to submit a proposal to fund water quality modeling. San Francisco Estuary Project (SFEP) may also put forward a separate proposal related to Nature-Based Systems, and EBDA is coordinating with SFEP on this proposal effort. RB2 staff offered to write letters of support, and RB2 is not limited to supporting just one project.

### Agenda Item 3 – Biosolids

RB2 staff recently assisted with review of the “Biosolids in the Baylands” white paper prepared with Sonoma Land Trust, Ducks Unlimited, and the Bay Area Biosolids Coalition. The white paper is now complete, although it has not been distributed publicly. RB2 is preparing 13383 letters for the three POTWs currently land-applying biosolids in the Baylands. The 13383 letters will require technical reports (including a flood protection plan) as well as ongoing monitoring of biosolids, groundwater, soil, and surface water monitoring for constituents including metals, PCBs, priority pollutants, PFAS, dioxins & furans, PBDEs, endocrine disruptors, ethoxylated surfactants, and pesticides. The flood protection plans will have to account for up to 3.5 feet of sea level rise by 2050 (if applicable) as well as groundwater level rise. RB2 expects to include similar monitoring requirements in the Notice of Applicability (NOA) for Las Gallinas Valley Sanitary District’s requested enrollment in the statewide general order for biosolids. The draft NOA will be publicly noticed.

#### **Agenda Item 4 – Nutrients**

BACWA and RB2 conceptually agreed to hold a ½-day, in-person workshop to discuss technical details of nutrient load cap implementation in the 3<sup>rd</sup> watershed permit. RB2 staff noted that one of the negotiation points for the 3<sup>rd</sup> watershed permit will be the tradeoff between the magnitude of the load cap and the magnitude of funding support for monitoring & surveillance. RB2 staff agreed that it is appropriate to discuss date ranges to use for establishing baseline loading, which may be different for different dischargers.

#### **Agenda Item 5 – Air Permitting**

BACWA thanked RB2 staff for participating in a recent work group meeting with BAAQMD related to implementation of Regulation 2 (air toxics risk assessment). The group plans to continue to meet regularly with BAAQMD, to be patient and persistent, and to engage on topics beyond air toxics, such as implementation of SB 1383.

#### **Agenda Item 6 – Climate Change Basin Plan amendment / Permitting of Nature-Based Systems**

BACWA staff summarized the recently submitted [comment letter](#) on the draft Basin Plan amendment, and thanked NPDES division staff for preparing a communication tool regarding NPDES permitting of Nature-Based Systems. SFEP has [released an RFP](#) for consultant assistance to prepare a broader summary of regulatory pathways for Nature-Based Systems.

#### **Agenda Item 7 – Miscellaneous Coordination**

- [Phase 2](#) of the PFAS Regional Study is wrapping up. Several BACWA agencies are involved with AB 2247, the bill moving forward to require notification of PFAS-containing products. EPA recently announced monitoring requirements for NPDES permits and pretreatment programs where EPA is the permitting authority. It not yet known if the State Water Board will impose similar requirements in California. The Water Board’s CEC monitoring strategy initiative has been impacted by limited staffing.
- BACWA submitted [comments](#) on the public draft SSS-WDR in April, and thanked R2 staff for the helpful discussions held during the public review period.
- Load estimates for 2021 for mercury and PCBs will be provided in the May Executive

Officer's report. PCB congener data compilation can begin soon for the late 2022 reissuance of the Mercury and PCBs Watershed Permit.

- The statewide toxicity provisions are now being reviewed by EPA. R2 staff estimated that the provisions will start being implemented within NPDES permits sometime this summer.
- SFEP has released an RFP for a consultant to conduct training for wastewater agencies on how to use a Diversity, Equity, and Inclusion approach during community engagement.
- BACWA staff discussed efforts to publicize the State's arrearages and federal LIHWAP programs
- The Basin Plan amendment for chlorine is delayed due to EPA's consultation with resource agencies such as the US Fish and Wildlife Service. R2 staff plan to request more information from EPA about the root cause of the delay.

#### **Agenda Item 8 – Annual Events**

The BACWA Annual Meeting will occur on May 6<sup>th</sup> at the David Brower Center in Berkeley, and RB2 staff plan to present and attend. The Pardee Technical Seminar is scheduled for September 9<sup>th</sup> and will occur at Pardee or an alternate site.

May 13, 2022

MEMO TO: Bay Area Clean Water Agencies Executive Board  
MEMO FROM: Samuel Feldman-Crough, Treasurer, East Bay Municipal Utility District  
SUBJECT: Tenth Month FY 2022 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, 2021 through April 30, 2022** (Ten months of Fiscal Year 2022). 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),

## Houck, Matt

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**From:** Feldman, Samuel  
**Sent:** Sunday, May 15, 2022 3:12 PM  
**To:** Houck, Matt  
**Subject:** RE: April 2022 Treasurer's Report

Approved – thank you!

**Sam Feldman** (he/him/his)  
Manager of Budget  
office: (510) 287-0441  
mobile: (510) 882-6860

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**From:** Houck, Matt <matt.houck@ebmud.com>  
**Sent:** Friday, May 13, 2022 3:53 PM  
**To:** Feldman, Samuel <samuel.feldman@ebmud.com>  
**Subject:** April 2022 Treasurer's Report

Hi Samuel,

Please approve BACWA - April 2022 Treasurer's Report for distribution.

Have a great weekend!!!

Thanks,

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

### **Fund Balances**

In FY22 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). As of October 31st, 2021, revenues are recognized when billed, not when payments are received.

BACWA Fund: This fund provides the resources for BACWA staff, its committees, and other administrative needs. The ending fund balance on April 31, 2022, was \$574,451 which is significantly higher than the target reserve of \$201,612 which is intended to cover 3 months of normal operating expenses based on the BACWA FY22 budget. \$244,574 of the ending fund balance is shown on the BACWA Fund & Investments Balance Report April 31, 2022, 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 reserves of \$166,922 (i.e., actual fund balance of \$329,877 less target reserves) as April 31, 2022.

CBC Fund: This fund provides the resources for completing special investigations as well as meeting regulatory requirements. The ending fund balance on April 31, 2022, was \$2,262,645 which is higher than the target reserve of \$1,000,000. \$646,614 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 reserve balance of \$616,031 (i.e., actual fund balance of \$1,616,031 less target reserves) as of April 31, 2022. 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.

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 31, 2022 (83% of the FY) are at 98%

Expenses as of April 31, 2022 (83% of the FY) are at 67%.

FY 2022  
BACWA BUDGET to ACTUAL

							
<u>BACWA FY22 BUDGET</u>	<u>Line Item Description</u>	<u>FY 2022 Budget</u>	<u>Projected Revenue as of April 2022 Changes from budget in blue</u>	<u>Actual April 2022</u>	<u>Actual % of Budget April 2022</u>	<u>Variance</u>	<u>NOTES</u>
<b>REVENUES &amp; FUNDING</b>							
<b>Dues</b>	Principals' Contributions	\$516,909	\$516,909	\$516,910	100%	\$1	FY22: no increase. 5 @ \$103,382
	Associate & Affiliate Contributions	\$187,793	\$187,793	\$183,175	98%	-\$4,618	FY22: no increase. 13 Assoc: \$8,364; 45 Affiliate: \$1,675.
<b>Fees</b>	Clean Bay Collaborative	\$675,000	\$675,000	\$675,000	100%	\$0	Prin: \$450,000; Assoc/Affil: \$225,000
	Nutrient Surcharge	\$1,700,000	\$1,700,000	\$1,699,999	100%	-\$1	See Nutrient Surcharge Spreadsheet
	Voluntary Nutrient Contributions	\$0	\$0	\$0	0%	\$0	
<b>Other Receipts</b>	AIR Non-Member	\$7,075	\$7,075	\$7,074	100%	-\$1	no increase (Santa Rosa)
	BAPPG Non-Members	\$3,954	\$3,954	\$3,954	100%	\$0	no increase (Sta Rosa, Sac Reg'l, Vacaville) \$1,292/each
	Other	\$0	\$0	\$3,601		\$3,601	BAWSCA membership and Scottish Rite Refund
<b>Fund Transfer</b>	Special Program Admin Fees (WOT)	\$5,202	\$5,202	\$2,601	50%	-\$2,601	FY22: no increase
	Special Program Admin Fees (BACC)	\$27,200	\$27,200	\$0	0%	-\$27,200	400 hours of AED support \$68 / hr
	Special Program Admin Fees (BABC)	\$6,000	\$6,000	\$2,051	34%	-\$3,949	ED, AED and RPM support
<b>Interest Income</b>	LAIF	\$20,000	\$10,000	\$6,312	32%	-\$13,688	BACWA, Legal, & CBC Funds invested in LAIF, LAIF yields lower than anticipated
	Higher Yield Investments						
	<b>Total Revenue</b>	<b>\$3,149,133</b>	<b>\$3,139,133</b>	<b>\$3,100,677</b>	<b>98.46%</b>	<b>-\$48,457</b>	
<b>EXPENSES</b>							
<b>Labor</b>							
	Executive Director	\$190,000	\$190,000	\$142,500	75%	-\$47,500	No change from FY20/FY21 budget
	Assistant Executive Director	\$108,800	\$108,800	\$86,972	80%	-\$21,828	2.0% CPI (SF Bay Metro Area Dec 2020); \$68/hour; Reflects 1600 hours (incl. 400 hours for BACC)
	Regulatory Program Manager	\$127,400	\$127,400	\$83,132	65%	-\$44,269	\$98/hour, Reflects 1300 hours
	<b>Total</b>	<b>\$426,200</b>	<b>\$426,200</b>	<b>\$312,603</b>	<b>73%</b>	<b>-\$113,597</b>	
<b>Administration</b>							
	EBMUD Financial Services	\$42,448	\$42,448	\$10,097	24%	-\$32,351	No change from FY20/21 budget
	Auditing Services	\$5,345	\$5,345	\$0	0%	-\$5,345	Finanical Auditors through EBMUD; per auditor rate schedule
	Administrative Expenses	\$7,959	\$7,959	\$24	0%	-\$7,935	No change from FY20/21 budget
	Insurance	\$5,071	\$7,072	\$7,072	139%	\$2,001	2% increase over FY21 actual, reflects actual cost
	<b>Total</b>	<b>\$60,823</b>	<b>\$62,824</b>	<b>\$17,193</b>	<b>28%</b>	<b>-\$43,630</b>	
<b>Meetings</b>							
	EB Meetings	\$2,653	\$2,653	\$335	13%	-\$2,319	No change from FY20/21 budget
	Annual Meeting	\$14,369	\$14,369	\$6,401	45%	-\$7,968	No change from FY20/21 budget
	Pardee	\$6,537	\$648	\$648	10%	-\$5,889	No change from FY20/21 budget
	Misc. Meetings	\$5,306	\$5,306	\$1,342	25%	-\$3,964	No change from FY20/21 budget
	<b>Total</b>	<b>\$28,865</b>	<b>\$22,976</b>	<b>\$8,725</b>	<b>30%</b>	<b>-\$20,140</b>	
<b>Communication</b>							
	Website Hosting	\$700	\$700	\$220	31%	-\$480	Website hosting \$600, Go Daddy domain registration \$100
	File Storage	\$765	\$765	\$720	94%	-\$45	No change from FY20/21 budget, box.net
	Website Development/Maintenance	\$1,530	\$1,530	\$770	50%	-\$760	No change from FY20/21 budget
	IT Support	\$2,652	\$2,652	\$0	0%	-\$2,652	No change from FY20/21 budget
	Other Commun	\$1,785	\$1,785	\$800	45%	-\$985	No change from FY20/21 budget; MS Exchange, Survey Monkey, PollEv, Zoom, Netfile
	<b>Total</b>	<b>\$7,432</b>	<b>\$7,432</b>	<b>\$2,510</b>	<b>34%</b>	<b>-\$4,922</b>	
<b>Legal</b>							
	Regulatory Support	\$2,815	\$2,815	\$0	0%	-\$2,815	2% increase, Downey Brand LLP



FY 2022  
BACWA BUDGET to ACTUAL

EXPENSES							
	Executive Board Support	\$2,264	\$2,264	\$120	5%	-\$2,144	2% increase, Day Carter & Murphy LLP
	<b>Total</b>	<b>\$5,079</b>	<b>\$5,079</b>	<b>\$120</b>	<b>2%</b>	<b>-\$4,959</b>	
<b>Committees</b>							
	AIR	\$76,000	\$76,000	\$66,036	87%	-\$9,964	\$75k consulting support, \$1k misc expenses. Carollo Engineers
	BAPPG	\$130,000	\$130,000	\$85,283	66%	-\$44,717	Includes CPSC @ \$10,000, OWOW @ \$10,000, and Pest. Reg Spt. @ \$60,000
	Biosolids Committee	\$0	\$0	\$0		\$0	
	Collections System	\$1,000	\$0	\$0	0%	-\$1,000	
	InfoShare Groups	\$1,750	\$0	\$0	0%	-\$1,750	Funds for 2 workgroups (\$750 for Asset Mgmt - new in FY21; \$1,000 for O&M)
	Laboratory Committee	\$1,000	\$1,000	\$1,000	100%	\$0	
	Permits Committee	\$1,300	\$0	\$20	2%	-\$1,280	All meetings moved to include lunch hour for commuting purposes
	Pretreatment	\$1,000	\$0	\$0	0%	-\$1,000	
	Recycled Water Committee	\$1,000	\$0	\$0	0%	-\$1,000	
	Misc Committee Support	\$45,000	\$23,600	\$3,539	8%	-\$41,461	Lab Committee TNI Training; Assistance for SSS WDR Comments; Enhanced ACE support by AIR
	Manager's Roundtable	\$1,000	\$0	\$0	0%	-\$1,000	
	<b>Total</b>	<b>\$259,050</b>	<b>\$230,600</b>	<b>\$155,878</b>	<b>60%</b>	<b>-\$103,172</b>	
<b>Collaboratives</b>							
	<b>Collaboratives</b>						
	State of the Estuary (SFEP-biennial)	\$0	\$0	\$0	0%	\$0	Biennial in Odd Fiscal Years. (Paid biennially in odd years for even year conference)
	Arleen Navarret Award	\$2,500	\$2,500	\$0	0%	-\$2,500	Biennial in Even Fiscal Years. Award amount increased in FY20
	BayCAN	\$5,000	\$5,000	\$0	0%	-\$5,000	New in FY22
	Stanford ERC (ReNUWit)	\$10,000	\$0	\$0	0%	-\$10,000	Renuwit is coming to an end, no invoice this year
	Misc	\$1,500	\$5,000	\$5,000	333%	\$3,500	NBWA, Support for One Water
	<b>Total</b>	<b>\$19,000</b>	<b>\$12,500</b>	<b>\$5,000</b>	<b>26%</b>	<b>-\$14,000</b>	
<b>Other</b>							
	<b>Unbudgeted Items</b>						
	Other	\$0	\$0	\$0	0%	\$0	
	<b>Total</b>	<b>\$0</b>		<b>\$0</b>	<b>0%</b>	<b>\$0</b>	
<b>Tech Support</b>							
	<b>Technical Support</b>						
	Nutrients						
	Watershed	\$2,600,000	\$2,200,000	\$2,200,000	85%	-\$400,000	Advance funding for 2nd Watershed Permit Science Studies. No advance funding was sent this fiscal year.
	NMS Voluntary Contributions	\$0	\$0	\$0	0%	\$0	
	Additional work under permit	\$100,000	\$100,000	\$0	0%	-\$100,000	Includes HDR PO for \$225k spread out over FY20-24.
	Regional Study on Nature based systems	\$248,811	\$248,811	\$35,119	14%	-\$213,692	SFEI PO for \$500K, expires 6/30/2022
	Regional Recycling Evaluation	\$63,525	\$63,525	\$0	0%	-\$63,525	HDR PO for \$154K FY20-24
	Nutrient Workshop(s)	\$0	\$0	\$0	0%	\$0	Pilot Studies/Plant Review/Innovative Technologies
	NMS Reviewer	\$50,000	\$50,000	\$10,800	22%	-\$39,200	
	General Tech Support	\$100,000	\$0	\$0	0%	-\$100,000	AB617 emission factors, nutrient technical review, other nutrient support. No anticipated technical support needs.
	CEC Investigations	\$140,000	\$140,000	\$43,330	31%	-\$96,670	PFAS Study Phase II
	Risk Reduction	\$7,500	\$12,500	\$0	0%	-\$7,500	APA FSS completed \$12,500 contract in FY20, CIEA will complete \$12,500 contract in FY22
	<b>Total</b>	<b>\$3,309,836</b>	<b>\$2,814,836</b>	<b>\$2,289,249</b>	<b>69%</b>	<b>-\$1,020,587</b>	
	<b>TOTAL EXPENSES</b>	<b>\$4,116,285</b>	<b>\$3,582,447</b>	<b>\$2,791,279</b>	<b>67.81%</b>	<b>-\$1,325,006</b>	
	<b>PROJECTED EXPENSE DEVIATION FROM BUDGET</b>		<b>-\$533,838</b>				
	<b>NET INCOME BEFORE TRANSFERS</b>	<b>-\$967,152</b>	<b>-\$443,314</b>				
	<b>TRANSFERS FROM RESERVES</b>	<b>\$967,152</b>	<b>\$443,314</b>				aligns with strategy of drawing down reserves to lessen impact of Nutrient Surcharge
	<b>NET INCOME AFTER TRANSFERS</b>	<b>\$0</b>	<b>\$0</b>				
	<b>TOTAL OPERATING BUDGET</b>	<b>\$806,449</b>					
	<b>OPERATING RESERVE</b>	<b>\$201,612</b>					

BACWA Fund Report as of April 30, 2022

BACWA FUND BALANCES - DATA PROVIDED BY ACCOUNTING DEPT.							
DEPTID	DESCRIPTION	FISCAL YEAR BEGINNING FUND BALANCE	TOTAL BILLED REVENUE TO- DATE	TOTAL DISBURSEMENTS TO-DATE	MONTH-ENDING FUND BALANCE	OUTSTANDING ENCUMBRANCES	MONTH-END UNOBLIGATED FUND BALANCE
600	BACWA	1,320,542	720,939	1,467,030	574,451	244,574	329,877
604	LEGAL RSRV	300,000	-	-	300,000	-	300,000
605	CBC	1,172,157	3,379,738	2,289,250	2,262,645	646,614	1,616,031
	<b><i>SUBTOTAL 1</i></b>	<b><i>2,792,699</i></b>	<b><i>4,100,677</i></b>	<b><i>3,756,280</i></b>	<b><i>3,137,096</i></b>	<b><i>891,188</i></b>	<b><i>2,245,908</i></b>
602	BABC	112,737	85,800	96,182	102,355	28,369	73,986
606	BACC	29,091	71,608	69,143	31,556	-	31,556
607	BACC LEGAL RSRV	-	30,000	-	30,000	-	30,000
610	WOT	275,143	-	3,240	271,903	-	271,903
	<b><i>SUBTOTAL 2</i></b>	<b><i>416,971</i></b>	<b><i>187,408</i></b>	<b><i>168,565</i></b>	<b><i>435,814</i></b>	<b><i>28,369</i></b>	<b><i>407,445</i></b>
	<b>GRAND TOTAL</b>	<b>3,209,670</b>	<b>4,288,085</b>	<b>3,924,845</b>	<b>3,572,910</b>	<b>919,557</b>	<b>2,653,353</b>

\*Beginning fund balance adjusted October 2021 due to change in reported accounting basis.

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 BILLED REVENUE TO- DATE	TOTAL DISBURSEMENTS TO-DATE	MONTH-ENDING FUND BALANCE	RECONCILIATION TO FINANCIAL STATEMENTS A/R	RECONCILIATION TO FINANCIAL STATEMENTS A/P	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	1,320,542	720,939	1,467,030	574,451	-	34,829	609,280	609,280	-	0%	-		priority # 3 for allocation
804	LEGAL RSRV	300,000	-	-	300,000	-	-	300,000	-	300,000	13%	-		priority # 1 for allocation
805	CBC	1,172,157	3,379,738	2,289,250	2,262,645	-	-	2,262,645	300,045	1,962,600	87%	-		priority # 2 for allocation
	<b><i>SUBTOTAL 1</i></b>	<b><i>2,792,699</i></b>	<b><i>4,100,677</i></b>	<b><i>3,756,280</i></b>	<b><i>3,137,096</i></b>	<b><i>-</i></b>	<b><i>34,829</i></b>	<b><i>3,171,925</i></b>	<b><i>909,325</i></b>	<b><i>2,262,600</i></b>	<b><i>100%</i></b>	<b><i>-</i></b>		
802	BABC	112,737	85,800	96,182	102,355	-	-	102,355	102,355	-	0%	-		pass-through funds, no allocation
806	BACC	29,091	71,608	69,143	31,556	(71,608)	-	(40,052)	(40,052)	-	0%	-		
807	BACC LEGAL RSRV	-	30,000	-	30,000	-	-	30,000	30,000	-	0%	-		
810	WOT	275,143	-	3,240	271,903	-	-	271,903	271,903	-	0%	-		pass-through funds, no allocation
	<b><i>SUBTOTAL 2</i></b>	<b><i>416,971</i></b>	<b><i>187,408</i></b>	<b><i>168,565</i></b>	<b><i>435,814</i></b>	<b><i>(71,608)</i></b>	<b><i>-</i></b>	<b><i>364,206</i></b>	<b><i>364,206</i></b>	<b><i>-</i></b>	<b><i>0%</i></b>	<b><i>-</i></b>		
	<b>GRAND TOTAL</b>	<b>3,209,670</b>	<b>4,288,085</b>	<b>3,924,845</b>	<b>3,572,910</b>	<b>(71,608)</b>	<b>34,829</b>	<b>3,536,131</b>	<b>1,273,531</b>	<b>2,262,600</b>	<b>-</b>			

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

Reconciliation to Trial Balance

Per Report above:

General	4,100,677	STB	14930	2,262,600	
WOT, BABC, & BACC	187,408	STB	15050	1,273,531	
PROP	-			<b>3,536,131</b>	-
<b>subtotal</b>	<b>4,288,085</b>	STB	16300	71,608	
		STB	21350	(34,829)	
				<b>3,572,910</b>	-

Trial Balance Revenue Accounts

40100	Interest	(6,312)
40101	Mem Contrib	(1,349,318)
40102	Transfer	(1,034,652)
40103	Assoc Contrib	(183,175)
40104	Other	(1,714,628)
47310	State Grant	-
47320	Grant Retention	-

<b>subtotal</b>	<b>(4,288,085)</b>
<b>Difference</b>	<b>-</b>

## BACWA Revenue Report as of April 30, 2022

Cost Center Code	Cost Center Description	Program Segment Description	Program Segment Value	Amended Budget	Current Period	FY22 - Year to Date	Unobligated
600	Bay Area Clean Water Agencies	BABC - AED and RPM Support	6200	(6,000.00)	-	(2,051.30)	3,948.70
		BACC - AED Support	6199	(27,200.00)	-	-	27,200.00
		BDO Affil/CS/Assoc Dues	6104	-	-	(38,087.00)	(38,087.00)
		BDO Affiliate/Associate Dues	6103	-	-	(39,295.50)	(39,295.50)
		BDO Assoc.&Affiliate Contr	6102	(187,793.00)	-	(105,792.36)	82,000.64
		BDO Fund Transfers	6141	(5,202.00)	-	(2,601.00)	2,601.00
		BDO Member Contributions	6101	(516,909.00)	-	(516,910.00)	(1.00)
		BDO Non-Member Contr AIR	6136	(7,075.00)	-	(7,074.72)	0.28
		BDO Non-Member Contr BAPPG	6135	(3,954.00)	-	(3,953.52)	0.48
		BDO Other Receipts	6105	-	-	(1,000.00)	(1,000.00)
		BDO Other Receipts (Misc)	6140	-	-	(2,601.00)	(2,601.00)
		BDO- Interest Income from LAIF	6142	(20,000.00)	(231.83)	(1,572.63)	18,427.37
		BDO-Alternative Investment Inc	6143	-	-	-	-
600 Total				(774,133.00)	(231.83)	(720,939.03)	53,193.97
602	Bay Area Biosolids Coalition	BDO Fund Transfers	6141		-	-	-
		BDO Member Contributions	6101		-	(85,800.00)	(85,800.00)
602 Total				-	-	(85,800.00)	(85,800.00)
605	Clean Bay Collaborative	BDO Fund Transfers	6141	-	-	(1,000,000.00)	(1,000,000.00)
		BDO Member Contributions	6101	(675,000.00)	-	(675,000.00)	-
		BDO Other Receipts	6105	(1,700,000.00)	-	(1,699,999.00)	1.00
		BDO- Interest Income from LAIF	6142	-	(1,551.48)	(4,739.05)	(4,739.05)
605 Total				(2,375,000.00)	(1,551.48)	(3,379,738.05)	(1,004,738.05)
606	Bay Area Chemical Consortium	BDO Member Contributions	6101	-	(71,608.32)	(71,608.32)	(71,608.32)
606 Total				-	(71,608.32)	(71,608.32)	(71,608.32)
607	BACC Legal RSRV	BDO Fund Transfers	6141	-	-	(30,000.00)	(30,000.00)
607 Total				-	-	(30,000.00)	(30,000.00)
Grand Total				(3,149,133.00)	(73,391.63)	(4,288,085.40)	(1,138,952.40)

# BACWA Treasurer's Report Expenses and Encumbrances

Period Covering July 1, 2021 through April 30, 2022

Cost Center Code	Program Segment Description	Program Segment Value	Amended Budget	FY22 - Obligated Year to Date	Unobligated
600	AIR-Air Issues&Regulation Grp	6153	76,000.00	85,000.00	(9,000.00)
	AS-Assistant Executive Directo	6175	108,800.00	108,800.00	-
	AS-Audit Services	6180	5,345.00	5,345.00	-
	AS-BACWA Admin Expense	6173	7,959.00	24.24	7,934.76
	AS-EBMUD Financial Services	6176	42,448.00	42,448.00	-
	AS-Executive Director	6174	190,000.00	190,000.00	-
	AS-Insurance	6177	5,071.00	7,072.34	(2,001.34)
	AS-Regulatory Program Manager	6179	127,400.00	114,863.50	12,536.50
	Administrative Support	6178	-	1,000,000.00	(1,000,000.00)
	BC-BAPPG	6152	130,000.00	127,885.60	2,114.40
	BC-InfoShare Groups	6148	1,750.00	-	1,750.00
	BC-Laboratory Committee	6149	1,000.00	1,000.00	-
	BC-Manager's Roundtable	6154	1,000.00	-	1,000.00
	BC-Miscellaneous Committee Sup	6150	45,000.00	5,180.00	39,820.00
	BC-Permit Committee	6145	1,300.00	20.00	1,280.00
	BC-Pretreatment Committee	6151	1,000.00	-	1,000.00
	BC-Water Recycling Committee	6146	1,000.00	-	1,000.00
	CAR-BACWA File Storage	6165	765.00	720.00	45.00
	CAR-BACWA IT Software	6167	1,785.00	799.79	985.21
	CAR-BACWA IT Support	6166	2,652.00	2,652.00	-
	CAR-BACWA Website Dev/Maint	6163	1,530.00	770.00	760.00
	CAR-BACWA Website Hosting	6164	700.00	220.44	479.56
	CAS-Arleen Navaret Award	6160	2,500.00	-	2,500.00
	CAS-Misc Collaborative Sup	6162	1,500.00	5,000.00	(3,500.00)
	CAS-Stanford ERC	6159	10,000.00	-	10,000.00
	GBS-Meeting Support-Annual	6170	14,369.00	6,400.62	7,968.38
	GBS-Meeting Support-Exec Bd	6169	2,653.00	334.50	2,318.50
	GBS-Meeting Support-Misc	6172	5,306.00	1,341.83	3,964.17
	GBS-Meeting Support-Pardee	6171	6,367.00	648.12	5,718.88
	LS-Executive Board Support	6156	2,264.00	2,264.00	-
	LS-Regulatory Support	6155	2,815.00	2,815.00	-
	WQA-CE-Nature Based Solutions	6196	-	-	-
	Write-Off Doubtful Accounts	6208	-	-	-
<b>600 Total</b>			<b>800,279.00</b>	<b>1,711,604.98</b>	<b>(911,325.98)</b>
602	AS-Assistant Executive Directo	6175	-	-	-
	AS-Regulatory Program Manager	6179	-	-	-
	Academia Research & Development	6203	-	-	-
	Administrative Support	6178	-	-	-
	BDO Contract Expenses	6186	-	-	-
	Collateral Development	6197	-	-	-
	Program Manager Expense	6202	-	122,051.30	(122,051.30)
	Technology Research & Development	6206	-	2,500.00	(2,500.00)
<b>602 Total</b>			<b>-</b>	<b>124,551.30</b>	<b>(124,551.30)</b>
605	Recycled Water Evaluation	6198	63,525.00	-	63,525.00
	WQA - CEC Investigations	6201	140,000.00	361,639.75	(221,639.75)
	WQA-CE Addl Work Under Permit	6191	100,000.00	-	100,000.00
	WQA-CE Risk Reduction	6190	7,500.00	25,000.00	(17,500.00)
	WQA-CE Voluntary Nutr Contrib	6193	-	-	-
	WQA-CE-Nature Based Solutions	6196	248,811.00	299,224.50	(50,413.50)
	WQA-CE-Nutrient WS Permit Comm	6188	2,600,000.00	2,200,000.00	400,000.00
	WQA-CE-Technical Support	6181	100,000.00	-	100,000.00
	WQA-NMSReviewer	6205	50,000.00	50,000.00	-
<b>605 Total</b>			<b>3,309,836.00</b>	<b>2,935,864.25</b>	<b>373,971.75</b>
606	Administrative Support	6178	-	39,142.79	(39,142.79)
	BDO Fund Transfers	6141	-	30,000.00	(30,000.00)
<b>606 Total</b>			<b>-</b>	<b>69,142.79</b>	<b>(69,142.79)</b>
610	Administrative Support	6178	-	2,652.03	(2,652.03)
	BDO Contract Expenses	6186	-	587.61	(587.61)
<b>610 Total</b>			<b>-</b>	<b>3,239.64</b>	<b>(3,239.64)</b>
<b>Grand Total</b>			<b>4,110,115.00</b>	<b>4,844,402.96</b>	<b>(734,287.96)</b>



## BACWA EXECUTIVE BOARD ACTION REQUEST

AGENDA NO.: 5

MEETING DATE: June 17, 2022

### TITLE: Nomination and Election of BACWA Executive Board Chair and Vice Chair for FY23

☐ RECEIPT

☐ DISCUSSION

☐ RESOLUTION

☒ APPROVAL

### RECOMMENDED ACTION

Board nomination and election of the BACWA Executive Board Chair and Vice Chair.

### SUMMARY

Section 7 of the Joint Powers Agreement establishing BACWA states that the agency shall designate a Chair and Vice Chair, chosen by the Executive Board, from the members of the Executive Board. These positions each have a one year term that coincides with BACWA's fiscal year. Historically, most BACWA Chairs and Vice Chairs are asked to serve for two consecutive terms.

Responsibilities of the Chair include signing contracts, approving payments, convening and presiding over Executive Board meetings, and serving on the BACWA Finance Committee. Responsibilities of the Vice Chair include serving as the Chair in the absence of the regularly elected Chair and serving on the BACWA Finance Committee.

### BACWA Leadership History

#### Timeframe

2000 – 2002

2002 – 2004

2004 – Feb. 2005

March 2005 – June 2005

July 2005 – June 2006

July 2006 – May 2007

June 2007 – June 2008

July 2008 – March 2010

April 2010 – June 2010

July 2010 – October 2010

Nov 2010 – Feb 2013

March 2013 – June 2015

July 2015 – June 2017

July 2017 – Feb 2018

March 2018 – June 2020

July 2020 – June 2022

#### Chair

Chuck Weir (EBDA)

Jim Kelly (CCCSD)

Michael Carlin (SFPUC)

Dave Williams (EBMUD)

Bill Keaney (SFPUC)

Bill Keaney (SFPUC)

Dave Williams (EBMUD)

Dave Tucker (SJ)

Dave Tucker (SJ)

Arleen Navarret (SFPUC)

Ben Horenstein (EBMUD)

Mike Connor (EBDA)

Laura Pagano (SFPUC)

Jim Ervin (SJ)

Lori Schectel (CCCSD)

Amit Mutsuddy (SJ)

#### Vice-Chair

Jim Kelly (CCCSD)

Michael Carlin (SFPUC)

Dave Williams (EBMUD)

Bill Keaney (SFPUC)

Chuck Weir (EBDA)

Dave Williams (EBMUD)

Dave Tucker (EBMUD)

Doug Craig (CCCSD)

Arleen Navarret (SFPUC)

Ben Horenstein (EBMUD)

Tommy Moala/Laura Pagano

(SFPUC) Laura Pagano (SFPUC)

Jim Ervin (SJ)

Lori Schectel (CCCSD)

Amit Mutsuddy (SJ)

Eileen White (EBMUD)

### FISCAL IMPACT

This action has no fiscal impact.

### ALTERNATIVES

This action does not require consideration of alternatives.



## BACWA EXECUTIVE BOARD ACTION REQUEST

AGENDA NO.: 6

MEETING DATE: June 17, 2022

### TITLE: Approval of Fiscal Year 2023 Amendments to Staff Contracts

☐ RECEIPT

☐ DISCUSSION

☐ RESOLUTION

☒ APPROVAL

#### RECOMMENDED ACTION

Authorize the approval of amendments to staff contracts to implement the Fiscal Year 2023 BACWA/CBC Budget and Workplan.

#### SUMMARY

The BACWA Fiscal Year 2023 begins July 1, 2022. In order to prevent a gap in core services, BACWA typically executes contracts for the coming FY before the end of June. The amendments summarized below ensure that, as of July 1, 2022 BACWA will have Executive Director (ED), Assistant Executive Director (AED) and Regulatory Program Manager (RPM) services available. These service contracts were included in the BACWA FY 2023 workplan and budget and will become effective July 1, 2022. There are no benefits associated with the service contracts. All contracts have a term of one year and will terminate on June 30, 2023.

Contractor	Services	Contract Amount	Number of Hours
Lorien Fono (Amendment #3)	Executive Director Services	\$204,250	N/A
Jennifer Dymont (Amendment #3)	Assistant Executive Director Services	\$86,004	1,200 hours
Mary Cousins (Amendment #2)	Regulatory Program Management Services	\$142,223	1,350 hours

#### FISCAL IMPACT

The funding for these contracts is consistent with the FY 2023 Workplan and Budget for BACWA/CBC.

#### ALTERNATIVES

No other alternatives were considered for these contracts as the terms of these agreements are consistent with BACWA contracting policies.

#### Attachments:

1. Lorien Fono Amendment #3
2. Jennifer Dymont Amendment #3
3. Mary Cousins Amendment #2
4. Original Contracts

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

**Amit Mutsuddy, Chair**

Date: June 17, 2022

AMENDMENT NO. 3  
TO AGREEMENT BETWEEN  
BAY AREA CLEAN WATER AGENCIES and  
Lorien Fono  
FOR  
Executive Director Support

This Amendment No. 3 is made this 17th day of June, 2022, in the City of Oakland and County of Alameda, State of California, to that certain agreement of December 19, 2019 (original agreement), by and between Lorien Fono and Bay Area Clean Water Agencies, (BACWA) (the "Agreement") in consideration of the covenants hereinafter set forth.

1. BACWA and Lorien Fono agree to a new contract amount of \$204,250 for Executive Director Support for Fiscal Year 2023.
2. The new contract termination date will be June 30, 2023.
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 17, 2022 Date _____
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By _____ Lorien Fono	Date _____
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AMENDMENT NO. 3  
TO AGREEMENT BETWEEN  
BAY AREA CLEAN WATER AGENCIES and  
Jennifer Dymnt .  
FOR  
Assistant Executive Director Support

This Amendment No. 3 is made this 17<sup>th</sup> day of June 2022, in the City of Oakland and County of Alameda, State of California, to that certain agreement of February 21, 2020 (original agreement), by and between Jennifer Dymnt and Bay Area Clean Water Agencies, (BACWA) (the "Agreement") in consideration of the covenants hereinafter set forth.

1. BACWA and Jennifer Dymnt agree to a new contract amount of \$86,004 for Assistant Executive Director Support for Fiscal Year 2022.
2. Hourly rate for FY23 is \$71.67 per hour.
3. The new contract termination date will be June 30, 2023.
4. 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 17, 2022  
Date \_\_\_\_\_

By \_\_\_\_\_  
Jennifer Dymnt

Date \_\_\_\_\_



AMENDMENT NO. 2  
TO AGREEMENT BETWEEN  
BAY AREA CLEAN WATER AGENCIES and  
Mary Cousins  
FOR  
Regulatory Program Management Support

This Amendment No. 2 is made this 17<sup>th</sup> day of June 2022, in the City of Oakland and County of Alameda, State of California, to that certain agreement of August 21, 2020 (original agreement), by and between Mary Cousins and Bay Area Clean Water Agencies, (BACWA) (the "Agreement") in consideration of the covenants hereinafter set forth.

1. BACWA and Mary Cousins agree to a new contract amount of \$142,223 for Regulatory Program Management Support for Fiscal Year 2023.
2. Hourly rate for FY23 is \$103.35 per hour
3. The new contract termination date will be June 30, 2023.
4. 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 17, 2022  
Date \_\_\_\_\_

By \_\_\_\_\_  
Mary Cousins

Date \_\_\_\_\_

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

This PROFESSIONAL SERVICES CONTRACT, effective December 20, 2019, is between Bay Area Clean Water Agencies (BACWA), a joint powers agency which exists as a public entity separate and apart from its Member Agencies, created January 4, 1984 by a Joint Powers Agreement between Central Contra Costa Sanitary District, East Bay Dischargers Association, East Bay Municipal Utility District, the City and County of San Francisco and the City of San Jose, with a mailing address of P.O. Box 24055, MS 702, Oakland, CA 94623, and Lorien Fono (Consultant), an individual doing business at 1815 Delaware Street, Berkeley, CA for professional services as described in any Exhibit A attached hereto.

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

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

1. Consultant will perform the Services as described by and in accordance with Exhibit A and other duties that may be requested from time to time by the BACWA Executive Board. Contractor retains the sole right to control and direct the manner in which it provides the services. Notwithstanding the foregoing, BACWA shall have a right to inspect the work, which shall include the right to stop the work if necessary to ensure that it conforms to BACWA's standards and expected results. This work will be performed to the satisfaction of the BACWA Executive Board.
2. Consultant shall not contract with or otherwise use any subconsultants, subcontractors or other non-employee persons or entities (Subconsultants) to perform the Services without the prior written approval of BACWA. If Consultant and BACWA agree that Subconsultants shall be used, Consultant shall ensure Subconsultants' compliance with all the terms and conditions of this agreement.
3. BACWA will pay Consultant a monthly flat rate of \$15,833.00 for services rendered, for a maximum total of \$79,165.00 for the remaining portion of the 2019-2020 Fiscal Year, (February 1, 2020 through June 30, 2020). Upon mutual agreement between BACWA and the Contractor, this Contract can be extended for 3 one-year terms starting July 1, 2020. With each extension BACWA agrees to increase the contract amount by the December year-over-year increase in the San Francisco Bay Area CPI.
4. No later than June 30 of each year the Executive Board shall evaluate performance under this Agreement and determine whether modification and/or renewal is appropriate.
5. BACWA agrees to reimburse Consultant for actual and reasonable expenses necessary to carry out the work described in Exhibit A. This includes, but is not limited to, travel expenses for BACWA-related meetings, and the cost of attending

- trainings, conferences and other events necessary for the Consultant to act as the Executive Director.
6. Consultant shall submit invoices on a monthly basis. Payments under this Contract will be due thirty (30) days after BACWA's receipt of invoices. The invoices shall include a brief description (not to exceed three pages) of the activities and accomplishments of the previous period.
  7. Consultant will maintain all records relating to this Contract in accordance with generally accepted accounting principles and for at least three years following termination of this Contract. Consultant will grant BACWA and its representatives' access upon request to all such records and all other books, documents, papers, drawings, and writings of Consultant that refer or relate to this Contract.
  8. All drawings, specifications, reports, programs, manuals, and other work product of Consultant that result from this Contract (Work Product) will be considered the exclusive property of BACWA. Consultant agrees that it will not use, disclose, communicate, publish or otherwise make available to third parties any products, analyses, data, compilations, studies, proposals, technical or business information, and any other information related to the Services provided to BACWA without BACWA's prior written approval.
  9. The Consultant expressly agrees to indemnify, defend and hold BACWA, its officers, and directors, free and harmless from and against any and all loss, liability, expense, claims, costs, suits and damages, including attorney's fees, arising out of negligence of the Consultant's work and or performance under this Contract, excepting only such injury or damage as may be caused by the negligence of BACWA.
  10. This contract shall automatically terminate on June 1, 2020. Either party may also terminate this Contract in whole or in part at any time for its convenience. For a termination for convenience, the termination will be effective thirty (30) days following receipt of a written notice of termination by one party from the other.
  11. If this contract is terminated before June 30, 2020, the Consultant shall only be paid for services provided through the termination date. If the termination date is any date but the last day of the month, the Consultant shall receive payment for those days calculated on a daily pro rata basis.
  12. This contract is non-exclusive. Consultant shall devote as much time, energy and ability to the performance of the Services hereunder as is necessary to perform them in a timely and productive manner. Consultant is free to perform services for his or her other clients outside the scope of this Agreement, provided such services do not create a conflict of interest with BACWA.
  13. This Contract constitutes the entire legally binding contract between the parties regarding its subject matter. No waiver, consent, modification or change of terms of this Contract is binding unless in writing and signed by both parties.

The following documents are incorporated into and made a part of this Contract. Any conflicts between these documents and this Contract will be resolved in favor of this Contract. Exhibit A: Scope of Work and Exhibit B: Conflict of Interest Protocol.

CONSULTANT: Lorien Fono  
1815 Delaware Street  
Berkeley, CA 94703

\_\_\_\_\_  
Tax Identification No.

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

Lorien Fono  
\_\_\_\_\_  
Name, Title

\_\_\_\_\_  
BACWA Signature

\_\_\_\_\_  
Name, Title

1/23/2020  
\_\_\_\_\_  
Date

BAY AREA CLEAN WATER AGENCIES  
PROFESSIONAL SERVICES CONTRACT  
Assistant Executive Director

This PROFESSIONAL SERVICES CONTRACT, effective February 21, 2020, 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 Jennifer Dymant (“Consultant”), an individual doing business at 829 Pomona Ave, Albany, CA, for professional services as described in any Exhibit A attached hereto.

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

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

1. Consultant will perform the Services as described by and in accordance with Exhibit A in a manner acceptable to BACWA. Contractor retains the sole right to control and direct the manner in which it provides the services. Notwithstanding the foregoing, BACWA shall, have a right to inspect the work, which shall include the right to stop the work if necessary to ensure that it conforms to BACWA’s standards and expected results.
2. Consultant shall not contract with or otherwise use any subconsultants, subcontractors or other non-employee persons or entities (“Subconsultants”) to perform the Services without the prior written approval of BACWA. If Consultant and BACWA agree that Subconsultants shall be used, Consultant shall ensure Subconsultants’ compliance with all the terms and conditions of this agreement.
3. BACWA will pay Consultant for services at an hourly rate of \$65.00, up to a maximum annual amount of \$32,500 for the 2020 fiscal year. Consultant will not exceed the maximum amount payable without obtaining prior written approval from BACWA. Any future increases shall be implemented via an amendment to this contract.
4. BACWA agrees to reimburse Consultant for actual and reasonable expenses necessary to carry out the work described in Exhibit A. This includes, but is not limited to, travel expenses for BACWA-related meetings and events, and the cost of attending trainings necessary for the Consultant to act as the Assistant Executive Director. Travel to meetings, events and trainings outside of the San Francisco Bay and Sacramento Area must be approved by the Executive Director in advance.

5. Consultant shall submit invoices on a monthly basis. Payments under this Contract will be due thirty (30) days after BACWA's receipt of invoices. BACWA may withhold from any progress or final payment any damages, back charges or claims incurred or anticipated by BACWA to the extent caused by Consultant.

6. Consultant will maintain all records relating to this Contract in accordance with generally accepted accounting principles and for at least three years following termination of this Contract. Consultant will grant BACWA and its representatives to access upon request to all such records and all other books, documents, papers, drawings, and writings of Consultant that refer or relate to this Contract.

7. All drawings, specifications, reports, programs, manuals, and other work product of Consultant that result from this Contract ("Work Product") will be considered the exclusive property of BACWA. Consultant agrees that it will not use, disclose, communicate, publish or otherwise make available to third parties any products, analyses, data, compilations, studies, proposals, technical or business information, and any other information related to the Services provided to BACWA without BACWA's prior written approval.

8. The Consultant expressly agrees to indemnify, defend and hold BACWA, its officers, and directors, free and harmless from and against any and all loss, liability, expense, claims, costs, suits and damages, including attorney's fees, arising out of negligence of the Consultant's work and or performance under this Contract, excepting only such injury or damage as may be caused by the negligence of BACWA.

9. This contract shall automatically terminate on June 30, 2020. Either party may also terminate this Contract in whole or in part at any time for its convenience. For a termination for convenience, the termination will be effective thirty (30) days following receipt of a written notice of termination by one party from the other.

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

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

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

Exhibit A — Scope of Work

CONSULTANT: \_\_\_\_\_ Jennifer Dymont

\_\_\_\_\_  
829 Pomona Ave  
Street Address

\_\_\_\_\_  
Albany, CA 94706

City, State, Zip Code

\_\_\_\_\_  
Tax Identification No.

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name, Title



\_\_\_\_\_  
BACWA Signature

Date: Feb 21, 2020

Lori Schectel, BACWA Executive Board Chair  
Name, Title

File:

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

This PROFESSIONAL SERVICES CONTRACT, effective August 21, 2020, 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 Mary Cousins ("Consultant"), an individual doing business at 78 Sonia Street, Oakland, California, for professional services as described in any Exhibit A attached hereto.

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

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

1. Consultant will perform the Services as described by and in accordance with Exhibit A in a manner acceptable to BACWA. Consultant retains the sole right to control and direct the manner in which it provides the services. Notwithstanding the foregoing, BACWA shall, have a right to inspect the work, which shall include the right to stop the work if necessary to ensure that it conforms to BACWA's standards and expected results.
2. Consultant shall not contract with or otherwise use any subconsultants, subcontractors or other non-employee persons or entities ("Subconsultants") to perform the Services without the prior written approval of BACWA. If Consultant and BACWA agree that Subconsultants shall be used, Consultant shall ensure Subconsultants' compliance with all the terms and conditions of this agreement.
3. BACWA will pay Consultant for services at an hourly rate of \$98.00 for a maximum of 1,000 hours in FY2021. Consultant will not exceed the maximum amount payable without obtaining prior written approval from BACWA. BACWA's Executive Director has discretion to increase the maximum amount payable in any fiscal year by a maximum of ten percent (10%). Any future increases shall be implemented via an amendment to this contract.
4. BACWA agrees to reimburse Consultant for actual and reasonable expenses necessary to carry out the work. This includes, but is not limited to, travel expenses for BACWA-related meetings and events, and the cost of attending trainings necessary for the Consultant to act as the Regulatory Program Manager. Travel to meetings, events and trainings outside of the San Francisco Bay and Sacramento Area must be approved by the Executive Director in advance.
5. Consultant shall submit invoices on a monthly basis. Payments under this Contract will be due thirty (30) days after BACWA's receipt of invoices. BACWA may withhold from any progress or final payment any damages, backcharges or claims incurred or anticipated by BACWA to the extent caused by Consultant.
6. Consultant will maintain all records relating to this Contract in accordance with generally accepted accounting principles and for at least three years following termination of this



Contract. Consultant will grant BACWA and its representatives access upon request to all such records and all other books, documents, papers, drawings, and writings of Consultant that refer or relate to this Contract.

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

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

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

Exhibit A – Scope of Work

**CONSULTANT:**

\_\_\_\_\_  
78 Sonia Street  
\_\_\_\_\_  
*Street Address*  
Oakland, CA 94618  
\_\_\_\_\_  
*City, State, Zip Code*  
\_\_\_\_\_  
*Tax Identification No.*

*Mary Cousins*

08 / 24 / 2020

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

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

\_\_\_\_\_  
Mary Cousins, Regulatory Program Manager

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*Name, Title*

*Amit Mutsuddy*

08 / 24 / 2020

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*BACWA Signature*

---

*Date*

Amit Mutsuddy, BACWA Executive Board Chair

---

*Name, Title*



## BACWA EXECUTIVE BOARD ACTION REQUEST

AGENDA NO.: 7

MEETING DATE: June 17, 2022

### **TITLE: Contract FY22 BACWA for BACC support, not to exceed \$36,000**

☐ RECEIPT

☐ DISCUSSION

☐ RESOLUTION

☒ APPROVAL

#### **RECOMMENDED ACTION**

Approve the agreement for BACC administrative support the Fiscal Year covering July 1, 2022, through June 30, 2023.

#### **SUMMARY**

In FY20, BACWA assumed the Bay Area Chemical Consortium (BACC) bid procurement administration as a Project of Special Benefit. The BACC Administrator coordinates a multi-bid procurement process for more than 60 public agencies, which delivers significant cost and staffing time savings to BACC members, many of whom are also BACWA members.

In FY20, BACWA also completed a competitive bid process for an individual or firm to provide Assistant Executive Director and BACC administrative services to BACWA. The contract for these combined services was awarded to Jennifer Dymont in February 2020. In September 2021, after a year of successfully administering the BACC program, the BACWA Executive Board recognized that BACC project tasks are at a different capacity and increased responsibility compared to the AED duties and approved an amended contract that increased the rate for BACC services from \$68 per hour to \$85 per hour. The rate for AED responsibilities remained unchanged at \$68 per hour.

The AED and BACC administrative services are funded from separate account sources. In FY23 it is recommended that the two efforts be split into different contracts for ease of accounting.

For FY23, the proposed level of effort for BACC administrative services is 400 hours at \$90 per hour, for a contract of \$36,000.

#### **FISCAL IMPACT**

There will be no fiscal impact to BACWA, as BACC is a Project of Special Benefit of BACWA, and support services are funded by BACC participants. Support will be provided by Assistant Executive Director on an hourly basis and invoiced to the Bay Area Chemical Consortium member agencies.

#### **ALTERNATIVES**

No other alternatives were considered for this contract as the terms of the agreement are consistent with BACWA contracting policies.

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

BACC Contract for FY23  
SOW and Rate Sheet

**Approved:**

Amit Mutsuddy,  
Chair, BACWA

**Date:** June 17, 2022

**Scope of Work for Bay Area Chemical Consortium Administration (400 hours)**

BACC Administrator coordinates a multi-bid procurement process for more than 60 public agencies, including the following tasks:

- Maintains BACC Access database and performs data entry, runs reports.
- Prepares & maintains BACC bid calendar
- Prepares public notice ads
- Works with agencies to review, submit and update the chemical bid quantities, delivery details and contact information.
- Updates and maintains bid documents throughout the bid cycle.
- Enters bid details and amendments into Planetbids.com
- Responds to questions from vendors
- Reviews bid submittal documents
- Recommends bidder to agencies
- Prepares cost summary and works with accountant to prepare invoices
- Follows up on invoice payments
- Prepares and leads annual BACC meeting
- Maintains BACC google group

**Rate**

Jennifer Dymment \$90.00 per hour

Date: 6/17/22

## BAY AREA CLEAN WATER AGENCIES

# CONSULTING AGREEMENT

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TO: Jennifer Dymment  
BACWA  
PO Box 24055, MS702  
Oakland, CA 94623  
jdymment@bacwa.org

FROM: Lorien Fono, Executive Director  
BACWA  
PO Box 24055, MS702  
Oakland, CA 94623  
lfono@bacwa.org

---

RE: BACWA Agreement for FY23 Bay Area Chemical Consortium (BACC) bid coordination.

This Agreement covers professional services to be performed by Jennifer Dymment in order to complete the FY23 Bay Area Chemical Consortium bid process. This work is described in the attached Scope of Work and under the direction of Lorien Fono and the BACWA Executive Board. The total cost of professional services to be performed by Jennifer Dymment is not to exceed \$36,000. This contract will be funded by the BACC Agencies.

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 Jennifer Dymment for professional and competent services rendered to the date of termination upon delivery of assigned work products to BACWA.

Jenifer Dymment shall submit invoices to the BACWA Executive Director via e-mail. Invoices shall indicate hours associated with each task. Invoices will be paid within thirty (30) days of receipt.

BACWA Executive Director E-mail: Lorien Fono, lfono@bacwa.org

Approved:

By \_\_\_\_\_  
Amit Mutsuddy  
Chair, BACWA Executive Board

By \_\_\_\_\_  
Jennifer Dymment

Date \_\_\_\_\_

Date \_\_\_\_\_



## BACWA EXECUTIVE BOARD ACTION REQUEST

AGENDA NO.: 8

MEETING DATE: June 17, 2022

### **TITLE: BACWA Executive Board Authorization of Fiscal Year 2023 Amendments to Contracts**

☐ RECEIPT

☐ DISCUSSION

☐ RESOLUTION

☒ APPROVAL

#### **ACTION**

Executive Board Authorization of amendments to contracts to implement the Fiscal Year 2023 BACWA/CBC Budget and Workplan.

#### **SUMMARY**

The BACWA Fiscal Year 2023 begins July 1, 2022. In order to prevent a gap in core services, BACWA typically executes contracts for the coming FY before the end of June. The amendments summarized below will ensure that, as of July 1, 2023 BACWA has Executive Board Legal Support, Regulatory Legal Support, and IT Support. All of these contract amendments were included in the BACWA FY 2023 workplan and budget and will become effective July 1, 2022. All contracts have a term of one year and will terminate on June 30, 2023.

Contractor	Services	Contract Amount
Day Carter Murphy	Executive Board Legal Support (as needed)	\$2,309.00
Downey Brand	Regulatory Legal Support (as needed)	\$2,871.00
Cayuga Information Systems	IT Support (as needed)	\$2,705.00

#### **FISCAL IMPACT**

The funding for these contracts is consistent with the FY 2023 Workplan and Budget for BACWA/CBC.

#### **ALTERNATIVES**

No other alternatives were considered for these contracts as the terms of these agreements are consistent with BACWA contracting policies.

#### *Attachments:*

1. Day Carter Murphy Rate Sheet FY23
2. Downey Brand Rate Sheet Calendar Year 2022
3. Cayuga Information Systems Rate Sheet FY23

Approved:

Date:

\_\_\_\_\_  
Amit Mutsuddy  
Chair, BACWA Executive Board

**HOURLY RATES/REIMBURSABLE EXPENSES**  
**Day Carter Murphy Fiscal Year 2023**

Ralph R. Nevis	\$475.00 per hour
Joshua L. Baker	\$475.00 per hour
Megan Sammut	\$415.00 per hour
Reimbursable Expenses:	None

**From:** [Ferrannini, Cassandra](#)  
**To:** [Jennifer Dymont](#)  
**Cc:** [Pineda, Patricia](#); [Zangaro, Becky](#)  
**Subject:** RE: FY23 Rate Sheet  
**Date:** Friday, May 13, 2022 11:39:11 AM

---

2022 Rates:

Cassandra Ferrannini \$465

Scott McElhern \$490

Melissa Thorne \$445

Please let me know if you need anything further and have a good weekend. - Cass



## **CAYUGA INFORMATION SYSTEMS**

240 Via El Dorado Lane  
Martinez, CA 94553  
(925) 324-1472

### **Attachment A**

#### **FY23 SCOPE**

Task 1. Provide As-Needed IT Assistance to BACWA Staff

### **Attachment B**

#### **FY23 Rates and Terms of Payment**

- Hourly Rate: \$105.00 for onsite or over the phone assistance
- One hour minimum for field service calls
- Travel Time: No charge for travel within 45 minutes of Martinez office
- Expenses: Reimbursed for actual expenses



## BACWA EXECUTIVE BOARD ACTION REQUEST

AGENDA NO.: 9

DATE: June 17, 2022

**TITLE: FY23 Contract with Quality Assurance Solutions LLC for TNI Training.**

☐ RECEIPT

☐ DISCUSSION

☐ RESOLUTION

☒ APPROVAL

### RECOMMENDED ACTION

Approve \$5,200 FY23 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 \$5,200.00 contract would be funded through the Lab Committee support line item in BACWA's approved FY23 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 FY23*

Approved:

Date:

June 17, 2022

Amit Mutsuddy, Chair  
BACWA




TO	Lorien Fono Bay Area Clean Water Agencies <a href="mailto:LFono@BACWA.org">LFono@BACWA.org</a>	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 <a href="mailto:DLawver@QASolutions-LLC.com">DLawver@QASolutions-LLC.com</a>	x	File
DATE	January 6, 2022	<input type="checkbox"/>	Total Pages: 10
SUBJECT	Quote: Task #1 – July 1, 2022 to June 30, 2023 Continued 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. This project is a continuation of Task 1 performed from July 1, 2021 to June 30, 2022. Completed and projected training for the contract in effect from July 1, 2021 to June 30, 2022 are identified on the schedule located in Attachment #1 with yellow and green highlights. A schedule of proposed training to continue under this new Task (teal highlights) is also presented in Attachment #1.

#### **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 ten (10) month during the time period for up to 2.5 hours by the Consultant. The Consultant will project a power point presentation, as well as, supporting documents to guide the training. Please review the proposed schedule in Attachment #1.
-  This quotation will also include up to 5.5 hours per month for ten (10) months in FY 22-23 for presentation preparations, follow up on questions, homework review, 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 (Clauses 5.5-5.10; and V1M4 Chemistry). Where applicable, stricter requirements by CA ELAP will be presented.
  - Guest speakers will be invited to cover V1M5 (Microbiology) and V1M7 (Toxicity) who may submit separate quotations for their time and materials.
- ✚ Attachment #1 details the proposed schedule. The pace of the training will be adjusted to the needs of the trainees and the complexity of the material.
  - Training in January and February, 2023 shall be by a guest speaker.
  - The last four months of this project will be devoted to focused topics requested by the attendees and review/comment of draft homework volunteers will be asked to send.
  - Each monthly session shall be up to 2.5 hours.
- ✚ 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 dates are for the third Tuesday of every month starting after July 1, 2022. Holidays may affect this schedule.
- ✚ The webinar shall be recorded. The training material shall not be distributed outside of the BACWA organization or approved attendees by BACWA.

#### Cost Estimates

- ✚ The hourly rate for this support is \$65.00/hour.
- ✚ The total cost estimated for this project shall not exceed **\$5,200.00** (Up to \$520.00/month or 8 hours per month for 10 months) from July 1, 2022 to June 30, 2023.

#### 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](mailto: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, 2023.

Respectfully Submitted,  
☒Quality Assurance Solutions, LLC



Diane Lawver  
President/Owner

**Terms and Conditions**  
**Effective July 1, 2022 to June 30, 2023**

☒ **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: \_\_\_\_\_

## **ATTACHMENT #1**

TNI 2016 Standard, Rev 2.1 Clause/Title	TNI QA Manual Template, V3.1 Section	A2LA Workplace Guide, V2.0 Page	Status
<b>4.0 Management Requirements</b>			
<b>4.1 Organization</b>	<b>4.1 (Appendix B; Appendix E)</b>	<b>12-18</b>	<b>Presented 08/17/21</b>
• 4.1.5 c) (Confidentiality)	10.1	12-13; 97; 98-99; 101-102	<b>Presented 08/17/21</b>
• 4.2.8.4 o) procedures for protecting confidentiality (including national security concerns), and proprietary rights	10.1	12-13; 97; 101-102	<b>Presented 08/17/21</b>
• 4.1.5 d) (Impartiality)	4.2	15-18; 97-98; 99-101; 102	<b>Presented 08/17/21</b>
<b>4.2 Management</b>	<b>5.1</b>	<b>19-56</b>	<b>Presented 09/21/21</b>
• Management Roles and Responsibilities	5.2	-	<b>Presented 09/21/21</b>
• 4.2.2 Quality Policy and Objectives	5.3	19-22	<b>Presented 09/21/21</b>
• 4.2.8.1 - 1) Data Integrity Training (5.2.7)	19.2	<ul style="list-style-type: none"> <li>• 24-25 (Compliant Example 2; 19.2);</li> <li>• 26 (Compliant Example 3; Data Integrity/Ethics Training)</li> </ul>	<b>Projected 04/19/22</b>
• 4.2.8.1 – 2) Signed Data Integrity Documentation	19.2	<ul style="list-style-type: none"> <li>• 27 (Compliant Example 3, <u>Ethics Agreement</u>)</li> </ul>	<b>Projected 04/19/22</b>
• 4.2.8.1 – 3) Periodic In-Depth Data Monitoring	19.2	<ul style="list-style-type: none"> <li>• 26 (Compliant Example 2, Section 19.4);</li> <li>• 27 (Compliant Example 3, <u>Monitoring</u>);</li> </ul>	<b>Projected 04/19/22</b>
• 4.2.8.1 – 4) Data Integrity Procedure Documentation (5.2.7)	19; 19.1; Appendix A	<ul style="list-style-type: none"> <li>• 24 (Compliant Example 2, Intro + 19.1);</li> <li>• 28-29 (Procedure Template)</li> </ul>	<b>Projected 04/19/22</b>
• 4.2.8.1 a) Confidential Reporting	19.3	<ul style="list-style-type: none"> <li>• 23-24; 29 (Example Section 19.3);</li> <li>• 29 (Procedure Template 19.3)</li> </ul>	<b>Projected 04/19/22</b>
• 4.2.8.1 b) Inform Management for more detailed investigation	19.4	<ul style="list-style-type: none"> <li>• 23-24;</li> <li>• 29 (Example 2, 19.4)</li> </ul>	<b>Projected 04/19/22</b>
• 4.2.8.4 a)-r) QA Manual Contents	5.5.1	30-31	<b>Presented 09/21/21</b>
• 4.2.8.5 a) - f) SOP Requirements	5.5.2	46-56	<b>Presented 09/21/21</b>



TNI 2016 Standard, Rev 2.1 Clause/Title	TNI QA Manual Template, V3.1 Section	A2LA Workplace Guide, V2.0 Page	Status
• Order of Precedence	5.5.3	-	Presented 09/21/21
4.3 Document Control	6	57-62	Presented 10/19/21
• 4.3.1 General	6	-	Presented 10/19/21
• 4.2.8.4 f) procedures to ensure that all records required under this Standard are retained, as well as procedures for control and maintenance of documentation through a document control system	16	57-62	Projected 02/15/22
• 4.3.2 Document Approval and Use; Obsolete Documents	6.1; 6.2	58	Presented 10/19/21
• 4.3.3 Document Changes	6.1.1	59	Presented 10/19/21
4.4 Review of Requests, Tenders, and Contracts	7	63-66	Presented 11/16/21
• 4.2.8.4 m) Policy for permitting departures from documented policies and procedures or from standard specifications (4.4.4)	7	37-39	Presented 11/16/21
• 4.2.8.4 j) procedures for ensuring that the Laboratory reviews all new work to ensure that it has the appropriate facilities and resources before commencing such work	7.1; 7.2	37-39	Presented 11/16/21
4.5 Subcontracting of Environmental Tests	8	Not in Index	Presented 11/16/21
4.6 Purchasing Services and Supplies	9	67-71	Presented 11/16/21
4.7 Service to the Client	10	Not in Index	Presented 12/21/21
4.8 Complaints	11	72-73	Presented 12/21/21
• 4.2.8.4 n) procedures for dealing with complaints	11	72-73	Presented 12/21/21
4.9 Control of Nonconforming Environmental Testing Work	12; Appendix F – Data Qualifiers	74-77	Presented 12/21/21
4.10 Improvement	13	Not in Index	Projected 01/18/22
4.11 Corrective Action	14	78-83	Projected 01/18/22

TNI 2016 Standard, Rev 2.1 Clause/Title	TNI QA Manual Template, V3.1 Section	A2LA Workplace Guide, V2.0 Page	Status
<ul style="list-style-type: none"> <li>4.2.8.4 l) procedures to be followed for feedback and corrective action whenever testing discrepancies are detected, or departures from documented policies and procedures occur</li> </ul>	14	78-83	Projected 01/18/22
4.12 Preventive Action	15	84	Projected 01/18/22
4.13 Control of Records	16	85-91	Projected 02/15/22
<ul style="list-style-type: none"> <li>4.2.8.4 f) procedures to ensure that all records required under this Standard are retained, as well as procedures for control and maintenance of documentation through a document control system</li> </ul>	16	85-91	Projected 02/15/22
4.14 Internal Audits	17	92-94	Projected 03/15/22
<ul style="list-style-type: none"> <li>4.2.8.4 p) Procedures for audits and data review (4.14)</li> </ul>	17	39-41	Projected 03/15/22
<ul style="list-style-type: none"> <li>Confidential Business Information</li> </ul>	17.2.1	99	Projected 03/15/22
4.15 Management Reviews	18	95-97	Projected 04/19/22
4.16 Data Integrity Investigations	19.4	<ul style="list-style-type: none"> <li>24 (Compliant Example 1);</li> <li>26 (Compliant Example 2, 19.4);</li> <li>29 (Procedure Template, 19.4)</li> </ul>	Projected 04/19/22
<b>5.0 Technical Requirements</b>			
5.1 General	20	Not in Index	Projected 05/17/22
5.2 Personnel	20	103-109	Projected 05/17/22
<ul style="list-style-type: none"> <li>4.2.8.4 q) Procedures for establishing that personnel are adequately experienced in the duties they are expected to carry out and are receiving any needed training (5.2.2)</li> </ul>	20	41-45	Projected 05/17/22
<ul style="list-style-type: none"> <li>5.2.2 Personnel Education, Training, Skills</li> </ul>	20.1; 20.2; 20.3	103-105	Projected 05/17/22
<ul style="list-style-type: none"> <li>5.2.7 Data Integrity Training and Documentation</li> </ul>	19, 19.1, 19.2	106-109 (Use Procedure Template)	Projected 05/17/22

TNI 2016 Standard, Rev 2.1 Clause/Title	TNI QA Manual Template, V3.1 Section	A2LA Workplace Guide, V2.0 Page	Status
5.3 Accommodation and Environmental Conditions	21 (Appendix C)	None	Projected 06/21/22
5.4 Environmental Methods and Method Validation	22 (Appendix H; Appendix I)	110-114	Projected 06/21/22
• 5.4.1 General	22	110-112	Projected 06/21/22
• 4.2.8.4 m) Policy for permitting departures from documented policies and procedures or from standard specifications (Applies to 5.4.1)	12.1	37-39; 110-112	Presented 12/21/21
• 5.4.2 Selection of Methods	22.1	112-113	Projected 06/21/22
• 5.4.3 Lab-Developed Methods	22.2	113-114	Projected 06/21/22
• 5.4.4 Non-Standard Methods	22.3	113-114	Projected 06/21/22
• 5.4.5 Validation of Methods	22.3	-	Projected 06/21/22
• 5.4.6 Estimation of Analytical Uncertainty	22.4	-	Projected 06/21/22
• 5.4.7 Control of Data	22.5	-	Projected 06/21/22
5.5 Calibration Requirements	23	115-118	Projected 07/19/22
• 4.2.8.4 a) Maintenance, Calibration and verification procedures used by the lab in conducting tests (5.5)	23	31-32	Projected 07/19/22
• 5.5.6 Measurement Equipment Handling	23.3	115-118	Projected 07/19/22
• 5.5.13.1 Support Equipment	23.2	-	Projected 07/19/22
5.6 Measurement Traceability	24	-	Projected 08/16/22
• 4.2.8.4 h) procedures for achieving traceability of measurements	24	-	Projected 08/16/22
• 5.6.3.1 Reference Standards	24.1	-	Projected 08/16/22
• 5.6.3.2 Reference Materials	24.2	-	Projected 08/16/22
• 5.6.3.4 Transport and Storage of Reference Standards and Reference Materials	24.3	-	Projected 08/16/22
• 5.6.4.2 Documentation and Labeling of Standards, Reagents, and Reference Materials	24.4	119-122	Projected 08/16/22

TNI 2016 Standard, Rev 2.1 Clause/Title	TNI QA Manual Template, V3.1 Section	A2LA Workplace Guide, V2.0 Page	Status
5.7 Collection of Samples	25	123-127	Projected 09/20/22
<ul style="list-style-type: none"> <li>4.2.8.4 m) Policy for permitting departures from documented policies and procedures or from standard specifications (5.7.2)</li> </ul>	25	37-39	Projected 09/20/22
5.8 Handling Samples and Test Items (Also 4.2.8.4 k)	26	128-141	Projected 09/20/22
<ul style="list-style-type: none"> <li>4.2.8.4 k) procedures for handling samples</li> </ul>	26	128-141	Projected 09/20/22
<ul style="list-style-type: none"> <li>5.8.8 Legal Chain of Custody Records</li> </ul>	16.3; 26.1.1.1	89; 130; 133-134	Projected 02/15/22; 09/20/22
5.9 Quality Assurance for Environmental Testing	27	142-147	Projected 10/18/22
5.10 Reporting the Results	28	Not in Index	Projected 11/15/22
<ul style="list-style-type: none"> <li>4.2.8.4 d) Procedures for reporting analytical results (5.10)</li> </ul>	28	33-37	Projected 11/15/22
Technical Modules			
Module 4 Chemistry	Appendix H	Not in Index	Projected 11/15/22; 12/20/22
Module 5 Microbiology	Appendix I	Not in Index	Guest Speaker 01/17/23
Module 7 Toxicity	Appendix K	Not in Index	Guest Speaker 02/21/23
Focused Topics/Homework Review	-	-	03/21/23
Focused Topics/Homework Review	-	-	04/18/23
Focused Topics/Homework Review	-	-	05/16/23
Focused Topics/Homework Review	-	-	06/20/23



## BACWA EXECUTIVE BOARD ACTION REQUEST

AGENDA NO.: 10

MEETING DATE: June 17, 2022

**TITLE: Request for BACWA Executive Board Approval for Amendment #4 to the Agreement with Carollo Engineers for FY23 AIR Committee Support.**

☐ RECEIPT

☐ DISCUSSION

☐ RESOLUTION

☒ APPROVAL

### RECOMMENDED ACTION

Authorize Amendment #4 with Carollo Engineers to implement the Fiscal Year 2023 BACWA and Special Programs Budget and Workplan AIR Committee Support line item for a not to exceed amount of \$95,000.

### SUMMARY

The BACWA fiscal year (FY23) begins July 1, 2022. The BACWA Air Issues and Regulations (AIR) committee is supported by a consultant who plans and manages meetings, provides regulatory and technical updates, and facilitates coordination between POTWs and regulators. Following the expiration of the previous support agreement, BACWA solicited proposals for FY20. A selection committee made up of BACWA members chose Carollo Engineers as the consultant who could best provide the required services, and a contract was approved at the June 17, 2019 BACWA Executive Board meeting. This amendment extends the contract for the second of a maximum of four years. The amendment also includes support for engagement on statewide air, climate change and energy issues.

### FISCAL IMPACT

The funding for this contract is consistent with the Fiscal Year 2023 workplans and budget for BACWA and Special Programs.

### ALTERNATIVES

Discontinue consultant support for BACWA's AIR committee. This alternative is not recommended, since member agencies have expressed the need for expert assistance on air issues that affect POTWs in the Region.

*Attachments:* FY 23 Carollo Engineers Amendment #4

Carollo Engineers, Inc. Scope of Work and FY23

Rates FY20 Agreement with Carollo Engineers, Inc.

June 17, 2022

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

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

Amit Mutsuddy Chair,  
BACWA Executive Board

AMENDMENT NO. 4  
TO AGREEMENT BETWEEN  
BAY AREA CLEAN WATER AGENCIES and  
Carollo Engineers  
FOR  
AIR Committee Support

This Amendment No. 4 is made this 17<sup>th</sup> day of June 2022, in the City of Oakland and County of Alameda, State of California, to that certain agreement of June 21, 2019 by and between Carollo Engineers and Bay Area Clean Water Agencies, (BACWA) (the "Agreement") in consideration of the covenants hereinafter set forth.

1. BACWA and Carollo Engineers agree to a new contract amount of \$95,000 for AIR Committee Support for Fiscal Year 2023.
2. BACWA and Carollo Engineers agree to a new period of July 1, 2022 — June 30, 2023.
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 17, 2022</u>
---	---------------------------

By _____ Sarah A. Deslauriers Carollo Engineers	Date _____
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## **EXHIBIT A**

### **SCOPE OF WORK**

Professional Services by Carollo

#### **Task 1 - Quarterly Meetings with the AIR Committee**

Under this task, it is assumed we will organize at least four formal meetings with the AIR Committee in each Fiscal Year. This includes coordination of meeting locations and preparation of agendas and meeting materials (e.g., handouts and presentation slides), and following each meeting with minutes. We will support AIR Committee meetings to present information on current air issues, facilitate discussions between members, and identify follow on action items.

#### **Task 2 - Track and Communicate Regulatory Issues, Technical Resources, and Grant Opportunities (including additional support for statewide CASA efforts)**

This task is to allow for continued monitoring of regulatory agencies involved in developing air quality and climate change regulations that may affect Bay Area WWTPs, including but not limited to the BAAQMD, the San Francisco BCDC, the California Air Resources Board, and the U.S. Environmental Protection Agency. We will also track related and relevant technical resources and grant opportunities of interest to BACWA AIR member agencies. This task also includes preparation and distribution of informational material via e-mail to members to keep them informed of regulatory activities, and AIR Committee activities, between meetings.

#### **Task 3 - Coordination and Communication with other WWTP Organizations and Regulators**

When directed by the AIR Committee Chairs, we will participate in meetings with regulators (including BAAQMD leaders at least two times per year), participate in member or regulator workshops and hearings, draft correspondence for AIR Committee member review and approval prior to submission, and perform other related activities. We will also coordinate with other WWTP organizations on issues of common interest. The purpose of this coordination is to share/exchange useful information, identify areas of joint interest, and prepare consistent or complementary responses on key issues, where appropriate. WWTP organizations whose objectives/interests coincide with the AIR Committee include SCAP, CVCWA, CASA, WERF, and NACWA. Activities may include conference calls, meetings, and exchange of published information.

#### **Task 4 - Response on Special Assignments (Optional or As Needed)**

This task includes performing special technical assignments under the direction of the AIR Committee Chairs (i.e., as needed). Special technical assignments may include coordinating a specialty workshop for the AIR Committee or general BACWA members (e.g., Regulation 2 amendments and implementation of Rule 11-18), participating in AIR Committee strategy meetings, or performing other activities not included in Tasks 1-3. We will also support the coordination of bimonthly Implementation Workgroup meetings with BAAQMD.

**EXHIBIT B**

**HOURLY RATES/REIMBURSABLE EXPENSES**

Sarah Deslauriers	\$235
Courtney Mizutani	\$225



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

This PROFESSIONAL SERVICES CONTRACT, effective July 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 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. The contract will begin July 1, 2019. BACWA will pay Consultant based on the rates in Exhibit B, up to a maximum amount payable of \$75,000.00. The term of this agreement shall not extend beyond June 30, 2020 but may be extended for additional one year terms at BACWA's discretion for an additional four years, ending June 30, 2024. If, upon reaching the end of the term of the contract, the Board elects to extend the contract, the amount of the extended contract will be negotiated at the time the contract is extended.
7. Consultant shall submit invoices monthly via email to Lorien Fono, 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 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.

### **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

Exhibit B – Hourly Rates/Reimbursable Expenses

**CONSULTANT:** CAROLLO ENGINEERS, INC.

2700 Ygnacio Valley Road, Suite 300

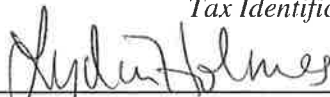
*Street Address*

Walnut Creek, CA 94598

*City, State, Zip Code*

86-0899222

*Tax Identification No.*

  
*Consultant Signature*

6/17/19  
*Date*

Lydia Holmes, Vice President

*Name, Title*

 , Sarah A. Deslauniers, Assoc. VP, 6/17/19

BACWA Signature

Date

Lori Schectel, BACWA Chair

*Name, Title*



## BACWA EXECUTIVE BOARD ACTION REQUEST

AGENDA NO.: 11

MEETING DATE: June 17, 2022

**TITLE: Request for BACWA Executive Board Approval for Amendment #5 to the Agreement with Stephanie Hughes, ChE P.E. for BAPPG Support**

☐ RECEIPT

☐ DISCUSSION

☐ RESOLUTION

☒ APPROVAL

### RECOMMENDED ACTION

Authorize Amendment #5 to the contract with Stephanie Hughes to provide professional training, prepare comment letters, and provide policy support in an amount not to exceed \$16,000.00 for FY23.

### SUMMARY

In 2018, BACWA and BAPPG underwent a competitive process to select a consultant to provide professional outreach and support. At the June 15, 2018 Executive Board Meeting, the BACWA Executive Board approved a contract with Stephanie Hughes for BAPPG support. The contract allows for up to four one-year extensions. This will be the third year of five possible contract years. This agreement will provide support for: (1) training to professional groups (veterinarians, dental hygienists/assistants, plumbers, etc.) on mercury, pesticides and other relevant pollutants of concern to BACWA agencies; (2) Policy Support and Comment Letters; (3) Communications support for BAPPG.

### FISCAL IMPACT

The funding for this contract is consistent with the Fiscal Year 2023 workplans and budget for BACWA and Special Programs.

### ALTERNATIVES

1. Discontinue consultant support. This alternative is not recommended since this work was included in BAPPG's approved FY23 budget and will assist BACWA with executing pollution prevention outreach to professional groups.
2. Select another consultant to conduct the work. This alternative is not recommended since BACWA conducted a competitive process which resulted in Stephanie Hughes being selected as the most qualified technical consultant.

*Attachments:* FY23 Contract Amendment #5  
FY23 Scope of Work and Rates  
FY19 Agreement with Stephanie Hughes, ChE P.E.

Approved: \_\_\_\_\_  
Amit Mutsuddy, Chair,  
BACWA Executive Board

Date: June 17, 2022

AMENDMENT NO. 5  
TO AGREEMENT BETWEEN  
BAY AREA CLEAN WATER AGENCIES and  
Stephanie Hughes, ChE P.E. .  
FOR  
BAPPG Support

This Amendment No. 5 is made this 17th day of June 2022, in the City of Oakland and County of Alameda, State of California, to that certain agreement of June 15, 2018 by and between Stephanie Hughes, ChE P.E. and Bay Area Clean Water Agencies, (BACWA) (the "Agreement") in consideration of the covenants hereinafter set forth.

1. BACWA and Stephanie Hughes, ChE P.E. agree to a new contract amount of \$16,000.00 for BAPPG Support for Fiscal Year 2023.
2. BACWA and Stephanie Hughes, ChE P.E. agree to a new period of July 1, 2022 — June 30, 2023.
3. Except as herein expressly modified, the Agreement will remain in full force and effect.

BAY AREA CLEAN WATER AGENCIES

By \_\_\_\_\_  
Amit Mutsuddy, Chair, Executive Board

Date June 17, 2022

By \_\_\_\_\_  
Stephanie Hughes

Date \_\_\_\_\_



STEPHANIE HUGHES, ChE P.E.  
Consulting Engineer / University Lecturer

1445 Emory Street, San Jose, California 95126

**BAPPG: Professional Training  
and Policy/Regulatory Support**

**Scope of Work and Cost Estimate for 2022-23**

DATE: 24-May-2022

SCOPE OF WORK DESCRIPTION	BUDGET		TOTAL
	Rate: \$210.00 ODC	Hour Est	
<b>TASK 1. Professional training:</b> Conduct trainings to community colleges and professional associations - either in-person or via zoom. The foci are expected to be (1) dental mercury and other dental office wastes, and (2) non-toxic flea and tick control. Consultant also has prior BAPPG experience providing trainings regarding pharmaceutical disposal, hazardous material identification during building demolition, and copper plumbing BMPs. As part of this effort, consultant shall update contact database, communicate with contacts, and seek speaking engagements. Edit/update presentations as warranted per new regulatory context. <b><i>This scope assumes up to a total of 6 presentations.</i></b>	\$250	15	\$3,400.00
<b>Task 2. Outreach and Regulatory Support:</b> Consultant will:  * Continue to track peer-reviewed research and insights about flea/tick alternative controls. Update flea/tick pesticide database to include new (or in-development) flea/tick pesticides and insights. Update Baywise website as warranted.  * Continue educating AVMA CEI and building relationships between BACWA, AVMA, and NACWA. Support communication between DPR and AVMA re fipronil alternatives. Seek to implement veterinary survey prepared in 2021-22.  * Be on-call to conduct literature reviews or provide other technical support. Topics could include but are not limited to metals, nutrients, salinity, and emerging constituents.		56	\$11,760.00
<b>Task 3. Communications.</b> Prepare relevant outreach sections to the BAPPG Annual Reports to be submitted to the BACWA Board of Directors. Speak at one BAPPG meeting to provide significant updates of a technical nature.		4	\$840.00
<b>Totals</b>	<b>\$250</b>	<b>75</b>	<b>\$16,000.00</b>

[www.stephaniehughes.net](http://www.stephaniehughes.net)

**THANK YOU FOR YOUR BUSINESS!**

## BAY AREA CLEAN WATER AGENCIES

# CONSULTING AGREEMENT

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TO: Stephanie Hughes, ChE P.E. [steifehughes@yahoo.com](mailto:steifehughes@yahoo.com)  
1445 Emory Street  
San Jose, CA 95126 (408) 499-9271

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

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RE: BACWA Agreement for FY19 with Stephanie Hughes, ChE P.E. to provide professional training (mercury and copper), prepare comment letters, and provide policy support (pesticides, pharmaceuticals, etc.).

This Agreement covers professional services to be performed by Stephanie Hughes, ChE P.E. in order to provide support for: (1) training to professional groups (dental hygienists/assistants, plumbers, etc.) on mercury, copper and other relevant pollutants of concern to BACWA agencies; (2) preparing comment letters; (3) evaluating regulatory documents; (4) performing research related to controlling pollutants at their source; (5) continuing outreach to Veterinary Medical Associations and the general public related to pet spot-on flea treatments; and (6) providing policy support on pesticides, pharmaceuticals, and other pollutants of emerging concern. These efforts will be carried out under the supervision of Autumn Cleave of the San Francisco Public Utilities Commission. The total cost of professional services to be performed by Stephanie Hughes, ChE P.E. is not to exceed \$16,000. 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 notice. In the event of termination by BACWA, BACWA shall pay Stephanie Hughes, ChE P.E. for professional and competent services rendered to the date of termination upon delivery of assigned work products to BACWA.

Stephanie Hughes, ChE P.E. shall submit invoices to the BACWA Assistant Executive Director via e-mail along with approval by BAPPG. Invoices shall indicate hours associated with each task. Invoices will be paid within thirty (30) days of receipt.

BACWA AED E-mail: Sherry Hull [shulll@bacwa.org](mailto:shulll@bacwa.org)

Approved:

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

By \_\_\_\_\_  
Stephanie Hughes, ChE P.E.

Date: June 15, 2018

Date: June 15, 2018

BACWA EIN: 94-3389334





## EXECUTIVE BOARD AUTHORIZATION REQUEST

AGENDA NO.: 12

MEETING DATE: June 17, 2022

**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 FY23.**

☐ 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 FY23.

### 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 FY23 approved budget.

### ALTERNATIVES

1. Do not complete this work. This alternative is not recommended since this work was included in BAPPG's approved FY23 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:* FY23 Contract Amendment #1  
Scope of Work and Hourly Rates/Reimbursable Expenses  
FY19 Agreement with TDC Environmental, Inc

Approved: \_\_\_\_\_  
Amit Mutsuddy, Chair,  
BACWA Executive Board

Date: June 17, 2022

AMENDMENT NO. 1  
TO AGREEMENT BETWEEN  
BAY AREA CLEAN WATER AGENCIES and  
Stephanie Hughes, ChE P.E. .  
FOR  
BAPPG Pesticide Support

This Amendment No. 1 is made this 17th day of June 2022, in the City of Oakland and County of Alameda, State of California, to that certain agreement of June 15, 2018 by and between Stephanie Hughes, ChE P.E. and Bay Area Clean Water Agencies, (BACWA) (the "Agreement") in consideration of the covenants hereinafter set forth.

1. BACWA and Stephanie Hughes, ChE P.E. agree to a new contract amount of \$60,000.00 for BAPPG Pesticide Support for Fiscal Year 2023.
2. BACWA and Stephanie Hughes, ChE P.E. agree to a new period of July 1, 2022 — June 30, 2023.
3. Except as herein expressly modified, the Agreement will remain in full force and effect.

BAY AREA CLEAN WATER AGENCIES

By \_\_\_\_\_  
Amit Mutsuddy, Chair, Executive Board

Date June 17, 2022 \_\_\_\_\_

By \_\_\_\_\_  
Stephanie Hughes

Date \_\_\_\_\_

## 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 FY22-23:
  - 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 to communicate with EPA regarding environmental monitoring and the Endangered Species Act with a focus on mitigation strategies.
  - 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.

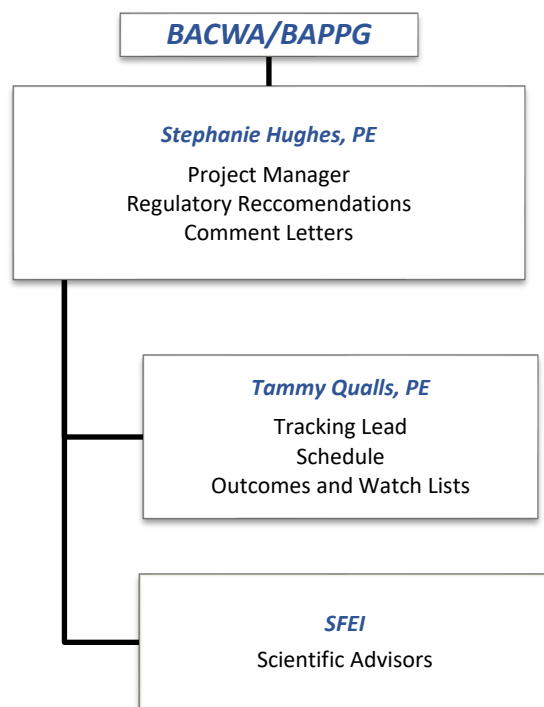
- Answer pesticide-related regulatory or scientific questions from BAPPG/BACWA Pesticides Workgroup, BAPPG members, other BAPPG consultants, and San Francisco Bay Water Board. Provide technical and pesticide regulatory advice to support development of BAPPG program(s) or materials to address pesticides, 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 – 2022-2023

Name	Hourly Rate
Stephanie Hughes, PE	\$210
Tammy Qualls, PE	\$175
<i>SFEI</i>	Maximum hourly rate*
Admin	\$150.10
Assoc Sci I&II/Assoc Tech Specialist I&II	\$128.55
Environmental/Tech Analyst	\$96.18
Manager/Sr Scientist I	\$194.40
Program Director/Sr Scientist II	\$297.29
Project Manager	\$129.89
Scientist I/Tech Specialist I&II	\$137.43
Scientist II/Sr Tech Specialist I&II	\$206.98
Sr Environmental/Sr Tech Analyst	\$99.53

\* SFEI 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.

**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](mailto:jdymont@bacwa.org) with a copy to Lorien Fono, Executive Director, at [lfono@bacwa.org](mailto: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.



### **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

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 and Hourly Rates/Reimbursable Expenses

**CONSULTANT:** \_\_\_\_\_ Stephanie Hughes, ChE PE

\_\_\_\_\_ 1445 Emory Street, San Jose, CA 95136

\_\_\_\_\_  
City, State, Zip  
Code

\_\_\_\_\_  
Tax Identification  
No.

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name,  
Title

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



## BACWA EXECUTIVE BOARD ACTION REQUEST

AGENDA NO.: 13

MEETING DATE: June 17, 2022

**TITLE: Request for BACWA Executive Board to Approve an Extension to the Agreement with the California Indian Environmental Alliance for FY23**

☐ RECEIPT      ☐ DISCUSSION      ☐ RESOLUTION      ☒ APPROVAL

### RECOMMENDED ACTION

Approve an extension to the agreement with the California Indian Environmental Alliance (CIEA) for FY23 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](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 for \$25,000 will be extended into fiscal year 2023.

### FISCAL IMPACT

This work will be funded from the BACWA FY23 Budget from the 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 #2 to Agreement with CIEA*

*September 21, 2018 Agreement with CIEA*

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

Amit Mutsuddy

Chair, BACWA Executive Board

Date: June 17, 2022

AMENDMENT NO. 2  
TO AGREEMENT BETWEEN  
BAY AREA CLEAN WATER AGENCIES and  
California Indian Environmental Alliance

This Amendment No. 2 is made this 17th day of June 2022, 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 \$25,000 for fiscal year 2023.
2. BACWA and California Indian Environmental Alliance agree to a new period of July 1, 2022 – June 30, 2023
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 17, 2022</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 **July 1, 2015**, is between Bay Area Clean Water Agencies (“BACWA”), a joint powers agency which exists as a public entity separate and apart from its Member Agencies, created January 4, 1984 by a Joint Powers Agreement between Central Contra Costa Sanitary District, East Bay Dischargers Association, East Bay Municipal Utility District, the City and County of San Francisco and the City of San Jose, with a mailing address of P.O. Box 24055, MS 702, Oakland, CA 94623, and **California Indian Environmental Alliance** (“Consultant”), a 501(c)3 Non-Profit doing business at 526 Grand Avenue, Oakland, CA 94510 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 based on the rates in Exhibit B, up to a maximum amount payable of **\$25,000.00**. Consultant will not exceed the maximum amount payable without obtaining prior written approval from BACWA.
7. Consultant shall submit invoices quarterly to Sherry Hull, BACWA Assistant Executive Director at [shull@bacwa.org](mailto:shull@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.

### **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, 2017**. Either party may also terminate this Contract in whole or in part at any time for its convenience. For a termination for convenience, the termination will be effective thirty (30) days following receipt of a written notice of termination by one party from the other. BACWA may terminate this Contract in whole or in part for cause, in which event the termination will be effective ten (10) days after Consultant's receipt of BACWA's written notice and Consultant's failure during that period to cure the default.

#### **Dispute Resolution**

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

#### **Severability**

20. BACWA and Consultant agree that if any term or provision of this Contract is determined to be illegal, in conflict with any law, void or otherwise unenforceable, and if the essential terms and provisions of this Contract remain unaffected, then the validity of the remaining terms and provisions

will not be affected and the offending provision will be given the fullest meaning and effect allowed by law.

### Survival

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

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

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

Exhibit A – Scope of Work

Exhibit B – Hourly Rates/Reimbursable Expenses

**CONSULTANT:** California Indian Environmental Alliance

526 Grand Avenue

*Street Address*

Oakland, CA 94610

*City, State, Zip Code*

27-0861293

*Tax Identification No.*

Consultant Signature

Date

Sherri Norris, Executive Director

*Name, Title*

BACWA Signature

Date

Michael S. Connor, Chair BACWA Executive Board

*Name, Title*



## EXECUTIVE BOARD AUTHORIZATION REQUEST

AGENDA NO.: 14

MEETING DATE: June 17, 2022

**TITLE: Request for BACWA Executive Board Approval to Amendment #4 to the Agreement with S. Groner Associates to Provide Support for BAPPG's FY23 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 FY23.

### 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 FY23 budget approved on April 15, 2022.

### ALTERNATIVES

1. Do not complete this work. This alternative is not recommended since this work was included in BAPPG's approved FY23 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:* FY23 Agreement with S. Groner Associates  
FY22 S. Groner Associates' Scope of Work  
Original Contract

Approved: \_\_\_\_\_  
Amit Mutsuddy, Chair,  
BACWA Chair

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

AMENDMENT NO. 4  
TO AGREEMENT BETWEEN  
BAY AREA CLEAN WATER AGENCIES and  
S. Groner Associates  
FOR  
BAPPG Committee Support

This Amendment No. 4 is made this 17th day of June 2022, 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 2023.
2. An updated Scope of Work for Fiscal Year 2023 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 17, 2022</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 2022/2023 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 2022.

### **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 2023.

### **TASK 3: GRAPHIC DESIGN & COPYWRITING**

SGA will provide graphic design, copywriting, content editing assistance in various materials including campaign assets, the BAPPG 2022 Annual Report, the Baywise.org website, and others as needed throughout the 2022/2023 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 2022/2023 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	\$198.00
Strategic Director	\$182.00
Project Manager	\$174.00
Assistant Project Manager	\$159.00
Creative Strategist	\$159.00
Graphic Designer	\$138.00
Project Coordinator	\$138.00
Research/Survey Coordinator	\$138.00
Video Services	\$138.00
Project Associate	\$121.00
Outreach Specialist	\$111.00
EXPENSES:	
Local Mileage	Current Federal Mileage Rate
Out of Pocket Expenses	Billed at Cost + 10%
Translation Costs	\$0.20/word

S. Groner Associates, Inc.	
HOURLY RATES*	
JOB FUNCTION	2022 RATES
Project Director	\$198.00
Strategic Director	\$182.00
Project Manager	\$174.00
Assistant Project Manager	\$159.00
Creative Strategist	\$159.00
Graphic Designer	\$138.00
Project Coordinator	\$138.00
Research/Survey Coordinator	\$138.00
Video Services	\$138.00
Project Associate	\$121.00
Outreach Specialist	\$111.00
*Staff billing rates are adjusted annually on January 1st based on the regional inflation/cost of living index	

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**

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

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

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

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


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


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

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

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

Approved:

By   
Lori Schectel  
Chair, BACWA Executive Board

By   
Stephen Groner, PE  
Groner Associates

Date July 19, 2019

Date July 22, 2019

BACWA EIN: 94-3389334

EIN: 33-0935957



AGENDA NO.: 15

MEETING DATE: June 17, 2022

**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 FY23.

### 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 2022. 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:* FY23 Agreement with Carollo Engineers  
FY23 Carollo Engineers' Scope of Work  
Original Contract

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

Amit Mutsuddy, Chair  
BACWA Executive Board

Date: June 17, 2022

AMENDMENT NO. 3  
TO AGREEMENT BETWEEN  
BAY AREA CLEAN WATER AGENCIES and  
Carollo Engineers Inc.

FOR

Bay Area Biosolids Coalition program management

This Amendment No. 3 is made this 17th day of June 2022, 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.
2. BACWA and Carollo Engineers Inc agree to a new period of July 1, 2022 – June 30, 2023
3. An updated Scope of Work for Fiscal Year 2023 is attached.
4. 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 17, 2022</u>
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By _____ Sarah Deslauriers	Date _____
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## **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 Steering Committee (SC) and engages members and contractors in consultation with the SC.

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 include, but not be limited 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 at least two times per year 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 2023.

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 & Principal-in-Charge	\$255
Project Professional	\$273
Project Assistant	\$200

Other Direct Expenses includes the following (effective January 1, 2022):

- Project Equipment Communication Expense (PECE): \$13.00/direct labor hour
- Mileage at IRS Reimbursement Rate: \$0.585 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](mailto:jdow@centralmarinsa.org), and Lorien Fono, BACWA Regulatory Program Manager, at [lfono@bacwa.org](mailto: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*





## BACWA EXECUTIVE BOARD ACTION REQUEST

AGENDA NO.: 16  
MEETING DATE: June 17, 2022

**TITLE: Review of NMS Work Products, Amendment #2 Fiscal Year 2023**

☐ RECEIPT

☐ DISCUSSION

☐ RESOLUTION

☒ APPROVAL

### RECOMMENDED ACTION

Approve Amendment #2 to the agreement with Michael Connor in the amount of \$50,000 to provide Review of NMS Work Products in FY23.

### 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 FY23 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: FY23 Contract Amendment #2, Scope of Work, Original Contract*

Approved:

Date:

\_\_\_\_\_  
Amit Mutsuddy, Chair  
BACWA

AMENDMENT NO. 2  
TO AGREEMENT BETWEEN  
BAY AREA CLEAN WATER AGENCIES and  
Michael Connor  
FOR  
Review of NMS Work Products

This Amendment No. 2 is made this 17th day of June 2022, in the City of Oakland and County of Alameda, State of California, to that certain agreement of January 15, 2021, by and between Michael Connor and Bay Area Clean Water Agencies, (BACWA) (the "Agreement") in consideration of the covenants hereinafter set forth.

1. BACWA and Michael Connor agree to a new contract amount of \$50,000.00 for Review of Nutrient Management Strategy Work Products for Fiscal Year 2023.
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

Date \_\_\_\_\_

## EXHIBIT A

### SCOPE OF WORK

#### Professional Services by Fiscal Year 2022/2023

Dr. Michael Connor teaming with Dr. Christine Werme will provide professional services to Bay Area Clean Water Agencies (BACWA) for the following activities, the costs of which are not to exceed \$50,000.

- Review Technical Reports as directed by BACWA staff. Meet with BACWA prior to review of documents to refine scope, prioritize areas of review and define level of effort. The NMS Science Manager may attend the meetings in an advisory capacity. The form of the review report (technical memo, document annotation, etc.) will be defined by BACWA prior to commencing review.
- Review Assessment Framework Documents as directed by BACWA
- Deliver as-needed updates on review findings to BACWA Executive Board (Power Point or technical memo, as directed by BACWA).
- Participate in NMS Steering Committee Meetings and Nutrient Technical Workgroup meetings as directed by BACWA.
- Develop recommendations for Modeling Advisory Group (MAG) and review MAG summaries as directed by BACWA

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## EXHIBIT B

### HOURLY RATES/REIMBURSABLE EXPENSES

Dr. Michael Connor     \$160

Dr. Christine Werme     \$160

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## **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 Dymment, Assistant Executive Director, at [jdymment@bacwa.org](mailto:jdymment@bacwa.org) with a copy to Lorien Fono, Executive Director, at [lfono@bacwa.org](mailto: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.

Michael Connor

01 / 19 / 2021

Consultant Signature

Date

Michael Connor

Name, Title

Amit Mutsuddy

BACWA Signature

January 15, 2021

Date

Amit Mutsuddy, BACWA Executive Board Chair

Name, Title



# Media Release

## San Francisco Bay Water Board names Eileen White as new executive officer

*White brings EBMUD background and respected leadership to new role*

**May 19, 2022**

**Contact:** [Blair Robertson](#), Public Information Officer

**OAKLAND** – The San Francisco Bay Regional Water Quality Control Board today announced the appointment of Eileen White as its executive officer, succeeding Michael Montgomery. Her first day is July 11.

White most recently served as director of East Bay Municipal Utility District's Wastewater Department, where she recently led the development of EBMUD's Integrated Master Plan for its main wastewater treatment plant, along with EBMUD's Climate Action Plan, to guide operations, investments and priorities for decades to come. White managed a workforce of 280 people.

"The board is delighted to welcome Eileen White, known throughout the region for her years of leadership at the East Bay Municipal Utility District in both wastewater and drinking water, areas of critical importance to us all," said Jim McGrath, chair of the San Francisco Bay Water Board.

"Eileen brings exceptional experience in strategic planning, managing complex operations, emergency response readiness, and preparing a major utility for sustainability and resilience," said Jayne Battey, the regional board's vice chair.

In addition to her more than three decades at EBMUD, White has served on the Board of the Bay Area Clean Water Agencies, a coalition of 42 agencies in the Bay Area that treat municipal wastewater for about 7.1 million customers. She has broad experience working with East Bay communities to address their needs throughout the planning, designing, and execution of drinking water and wastewater infrastructure improvements.

White currently serves as the chair of the National Association of Clean Water Agencies' Climate Change and Resilience Committee and is on the Board of the San Francisco Estuary Institute.

"I am thrilled to join the Water Board and bring my experience to bear to protect water quality throughout the Bay Area," said White. "I am also inspired by the board's



forward-looking actions to address climate change impacts and look forward to supporting it reach its goals.”

White received her Bachelor of Science degree in civil engineering from the University of California, Berkeley.

The six-member San Francisco Bay Regional Water Quality Control Board extends appreciation to Tom Mumley, who served as interim executive officer since January 31, and to Lisa Horowitz McCann, the assistant executive officer, for their leadership of the board's team of managers and staff.

*The mission of the San Francisco Bay Water Board is to preserve, enhance and restore the quality of California's water resources for the protection of the environment, public health and all beneficial uses, and to ensure proper water resource allocation and efficient use for the benefit of present and future generations.*

**BACWA-BAAQMD  
Implementation Workgroup  
Meeting Agenda**

**Date:** July 18, 2022  
**Time:** 3-5pm  
**Zoom Link:** Access link in meeting invite  
**Call-in:** Included in meeting invite

---

- 1) **Introductions**
- 2) **Collaborative Fact-Finding**
  - a) History of collaborative fact-finding by BACWA and Water Board
  - b) Opportunities for collaboration between BACWA and BAAQMD
- 3) **Air Toxics: Intersection of BAAQMD and State Regulations**
  - a) BAAQMD Rule 2-5
  - b) BAAQMD Rule 11-18
  - c) CARB Criteria Air Pollutant and Air Toxics Reporting Regulation (CTR, AB 617)
  - d) CARB Air Toxics “Hot Spots” Program (AB 2588)
- 4) **Wastewater Sector Two-Step Process**
  - a) Summary of negotiated statewide “Two-Step Process” to comply with CARB’s CTR Regulation (including list of CARB staff involved, approach to engaging air districts, timeline, and relevance to emission estimates required by BAAQMD Rules 2-5 and 11-18)
  - b) California Association of Sanitation Agencies’ Role, Initial Scoping, and Participating Agency Governance Structure
  - c) Identify BAAQMD staff to engage
- 5) **Action Item Summary**
- 6) **Schedule Next Quarterly Meeting**
- 7) **Adjourn**

**AGENDA**  
**BACWA Nutrient Strategy Team Meeting**

Thursday June 30, 2022

10:00am – 12:00 pm

1. Introductions
2. Establishment of load caps via Upper Tolerance Limit
  - a) UTL calculator
  - b) Period of record for each agency
3. Implementation
  - a) Projected growth incorporating early actors and solids projects
  - b) Role of buffer for growth
  - c) Compliance calculations based on 3-yr average
4. Bay-wide vs. Individual agency caps
  - a) UTL of aggregate data, or sum of individual agency UTLs
  - b) Consequences of exceedances – individual vs. Baywide
  - c) Role of Trading
5. Incentivizing projects
  - a) Early actors
  - b) Multi-benefit projects
  - c) Projects to comply with SB1383
6. Next steps
  - a) Next NST Meeting 7/36
  - b) Workshop with Water Board on 7/28 – Orinda Watershed HQ/zoom hybrid
7. Adjourn

# Holistic Approach to Improved Nutrient Management: Phase 1 (WRF4974) Final Phase 2 Research Plan Executive Summary

**Prepared by:**

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The Water Research Foundation (WRF) is a nonprofit (501c3) organization which provides a unified source for One Water research and a strong presence in relationships with partner organizations, government and regulatory agencies, and Congress. The foundation conducts research in all areas of drinking water, wastewater, stormwater, and water reuse. The Water Research Foundation's research portfolio is valued at over \$700 million.

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City of Cedar Rapids

Iowa Soybean Association (ISA)

Philadelphia Water Department (PWD)

## Abstract and Benefits

### Abstract:

The goal of Holistic Approach to Improved Nutrient Management Phase 1 is to engage with both point and nonpoint source representatives, regulatory agencies, and other watershed stakeholders to develop a research roadmap and actions that advance nutrient management in new and improved ways. The Phase 2 research plan captures key research needs and lessons learned in other nutrient research, as well as from three webinars conducted in notable watersheds as part of Phase 1, to further inform the research roadmap for Phase 2. Specifically, lessons learned, and research opportunities are identified in each of three key areas: practices, policies, and partnerships. The potential for improved watershed nutrient management rests in both further development of these individual factors, as well as an understanding of their interrelationships.

Practices, policies, and partnerships can be used to analyze barriers to watershed nutrient management. Identification of the limiting factor that constrains progress may lead to improved strategies to affect change in a constructive manner and potentially alleviate over-emphasizing management actions unlikely to result in water quality improvements or net environmental benefits. Integrating practices, policies, and partnerships in a balanced fashion that avoids skewing management considerations and illuminates the potential convergence of these factors may result in opportunities for improved nutrient management. In watersheds that have invested in nutrient removal wastewater treatment practices and accomplished substantial point source nutrient reduction, it may be advisable to explore opportunities in policies and partnerships to further advance watershed restoration. Developing a common understanding of new nutrient reduction requirements and the context in which stakeholders will encounter these additional challenges is important to the foundation of trust needed for effective collaborations. Managers from individual disciplines may find it essential to operate outside of traditional boundaries to identify and develop areas of convergent interests with other stakeholders.

Climate change and environmental justice are both overarching influences on watershed nutrient management considerations. Climate change is ever more evident as a major influence that alters the fundamentals of both water quantity and quality management. Water quality has long been known as having a disproportionate impact on disadvantaged communities. In that regard, nutrients may further exacerbate those impacts and management efforts may raise additional environmental justice concerns.

### Benefits:

- The Phase 1 findings and Phase 2 research roadmap will improve the prospects for finding new approaches to nutrient management that foster innovation, collaboration, and new opportunities.
- Phase 2 research into practices, policies and partnerships will provide new perspectives, concepts, and tools to further advance holistic nutrient management.
- Advancing the understanding of the interrelationships between practices, policies, and partnerships may improve the potential for successful watershed management and facilitate advancement of those efforts that may have plateaued.

**Keywords:** Nutrients, practices, policies, partnerships, adaptive management, integrated planning, point source, nonpoint source, stormwater, agriculture, best management practice, BMP, nutrient removal, bioavailability, effluent limits, nitrogen, nutrient removal, nutrient criteria, numeric nutrient standards, NPDES permit, phosphorus, total maximum daily load, TMDL, trading, variance, water quality.

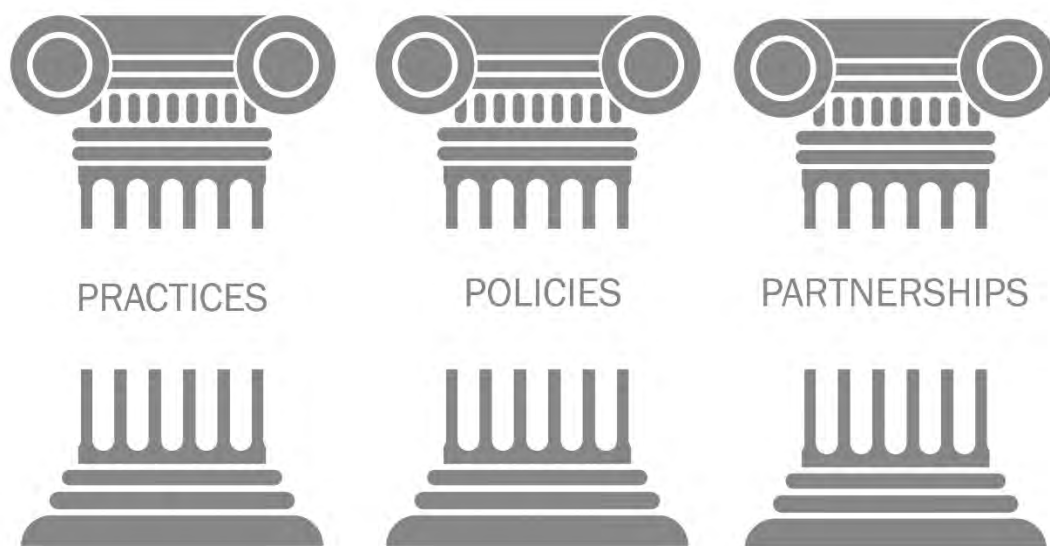


## EXECUTIVE SUMMARY

The goal of Holistic Approach to Improved Nutrient Management Phase 1 is to engage with both point and nonpoint source representatives, regulatory agencies, and other watershed stakeholders to develop a research roadmap and action items that advance nutrient management in new and improved ways. Phase 1 research based on a holistic understanding of watersheds and focused on water quality results may improve the prospects for finding new approaches to nutrient management that foster innovation and new opportunities. These opportunities include adaptive management, water quality collaborations and trading, innovative permitting frameworks that facilitate compliance, and incentives as a catalyst for progress.

### Project Background and Statement of Research Needs

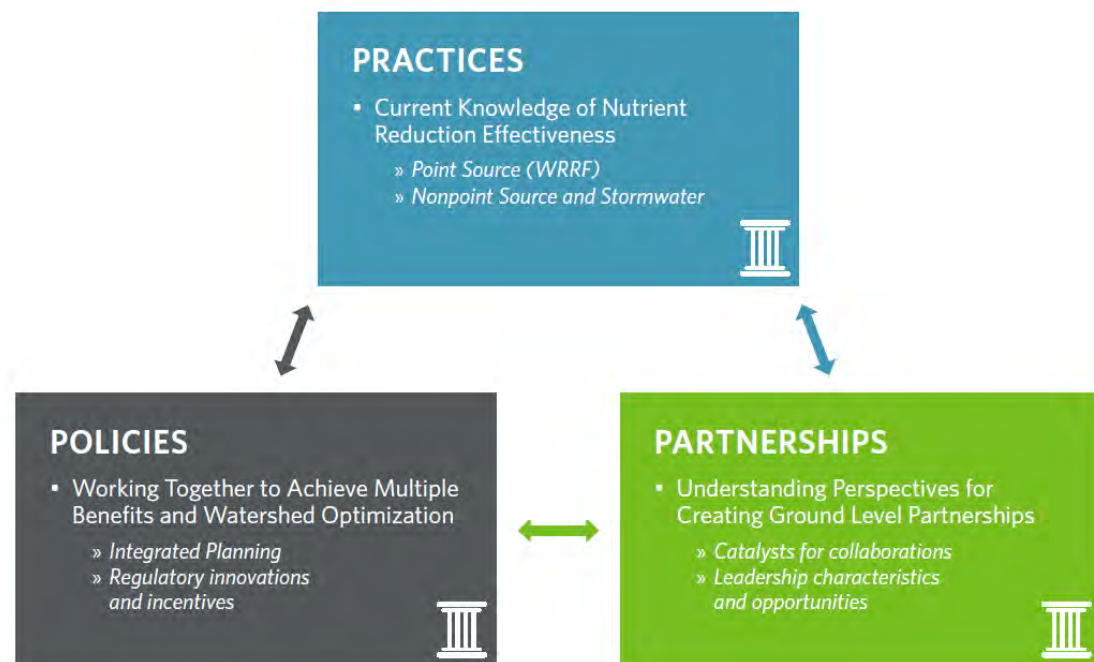
This Phase 2 research plan is intended to capture key research needs and lessons learned in other nutrient research, as well as from three webinars conducted in notable watersheds as part of this project, to further inform the research roadmap for Phase 2. Specifically, lessons learned, and research opportunities are identified in each of three key, interrelated areas: practices, policies, and partnerships (Figures ES-1).



**Figure ES-1. Practices, Policies, and Partnerships for Holistic Nutrient Management**

These three key factors influence and guide holistic nutrient management. "Practices" refers to the technical considerations related to nutrient removal wastewater treatment, best management practices for nonpoint sources such as stormwater and agricultural land uses, and nutrient processing and impacts on receiving water environments and the atmosphere. "Policies" refers to the regulatory, institutional, and administrative aspects that govern nutrient management. This includes nutrient discharge permitting and compliance with receiving water quality standards, as well as watershed management requirements. "Partnerships" refers to the potential for collaboration, building relationships and trust, and leadership in nutrient watershed management. This includes consideration of diverse stakeholders with varied interests that may, or may not, be aligned.

Practices, policies and partnerships are interrelated, as illustrated in Figure ES-2. Each factor is further explained in terms of content and their relationships to one another are discussed in the following section.



**Figure ES-2. Interrelationships Between Practices, Policies, and Partnerships for Holistic Nutrient Management**

## Practices

The state of knowledge of nutrient reduction techniques and effectiveness, wastewater treatment for nutrient removal, nonpoint source Best Management Practices (BMPs), and the impacts on receiving waters are all a part of current practices. The capabilities of wastewater treatment technology to reduce nutrients has advanced dramatically over the past 40 years. Design and sizing criteria for removal of nitrogen and phosphorus from wastewater are well established and refined to a level of individual nutrient species. Innovation continues in wastewater treatment technology with an increasingly sophisticated understanding of nutrient removal mechanisms, operations, optimization, and economics.

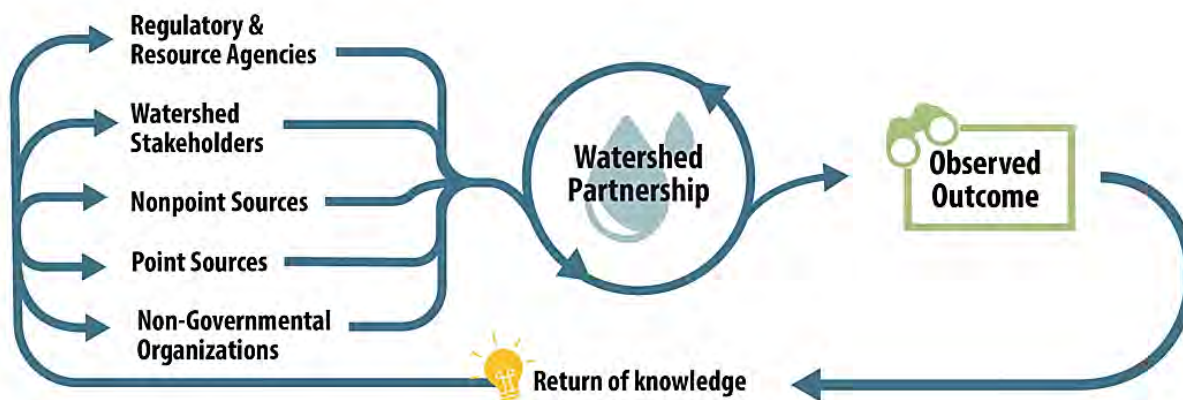
Likewise, the understanding of the design of nonpoint source best management practices for control of nutrient loadings from land uses, such as agriculture and stormwater, have also advanced and are now widely used. However, these technical practices for point and nonpoint source nutrient reduction alone are not likely to advance holistic watershed nutrient management if not accompanied by policies that drive the necessity of their application and partnerships needed to implement their use.

## Policies

Policies govern watershed management efforts and may promote, or limit, working together to achieve multiple benefits and optimization. While regulatory drivers are often dominant in nutrient management, they may not constitute the best policy framework for long-term holistic nutrient management for several reasons. Regulatory structures disproportionately govern point sources under

the Clean Water Act. Relying on mandatory policies alone may be insufficient to advance nutrient management. Mandatory requirements may result in a reduction of nutrient loadings from point source discharges, but limited reduction in other nonpoint sources that may be significant in the watershed, or perhaps even the largest nutrient loading sources. Further, regulatory processes often encounter barriers in that the regulated community may question the validity and necessity for nutrient reduction and challenge the need for nutrient controls. An even more substantial technical barrier arises when the advanced nutrient removal wastewater facilities are faced with requirements to reduce nutrient loadings still further and potentially beyond the capabilities of treatment technologies. Additional reduction in effluent nutrient levels to the limits of treatment technology comes at much greater expense and operational effort. Further, advanced levels of nutrient removal treatment are accompanied by adverse environmental impacts. Limits of technology treatment requires larger treatment reactors, greater energy use, use of supplemental chemicals, and results in increased greenhouse gas emissions, and increased generation of residual biosolids. The various trade-offs are best assessed in a framework of a comprehensive life cycle assessment across multiple impact categories. Investments in advanced treatment technology to this level may be of questionable benefit to water quality if not accompanied by a commensurate reduction in all other sources to the watershed.

An understanding of diverse perspectives and interests is essential to creating ground level partnerships. Figure ES-3 illustrates the relationships between diverse watershed stakeholders in a partnership that includes feedback for adaptive management. Leadership among diverse stakeholders is a necessary catalyst to foster collaborations. Partnerships alone are not likely to advance nutrient management if not formulated around water quality conditions driving a need for change and accompanied by leaders who drive or guide the effort. Recognition of the water quality conditions degraded by nutrient reduction may not be sufficient to foster partnerships with others around shared interests unless driven by a regulatory policy requiring action, or a crisis (e.g., drought, fish kills, harmful algae blooms, etc.).



**Figure ES-3. Interrelationships Between Nutrient Management Stakeholders**

## Virtual Stakeholder Workshop Webinars

The goal of the Phase 1 research is to examine current nutrient management practices and develop a Phase 2 research roadmap that advances nutrient management in new and improved ways. Towards those ends, a series of webinars were conducted in 2020 and hosted by wastewater utilities and an agricultural production association to gather information on current practices.

The Bay Area Clean Water Agencies (BACWA) on San Francisco Bay hosted the first webinar conducted on March 19, 2020 (WRF 2020a). This session focused on a successful collaboration between 37 wastewater utilities and the state of California Regional Water Board on an innovative nutrient watershed general permit for San Francisco Bay. The City of Billings, Montana presented a video about nutrient management considerations on the Yellowstone River and the state nutrient standards rulemaking process. Opportunities for nutrient reduction by other means than wastewater treatment were highlighted in a horizontal levee video from the Ora Loma Sanitary District. The horizontal levee is designed to deliver multiple benefits of shoreline restoration, resilience, habitat enhancements, and nutrient reduction for San Francisco Bay.

The Philadelphia Water Department hosted the second webinar conducted on June 4, 2020 (WRF 2020b). This session focused on the potential for collaboration on the Delaware River and Estuary with a dozen wastewater utilities in a Dissolved Oxygen Partnership operating in conjunction with the Delaware River Basin Commission (DRBC). DRBC presented an overview of water quality analysis of the Delaware River and estuary. Integrated planning was introduced as an approach to balancing competing interests in the pursuit of holistic nutrient management. A group of utility management panelists discussed their perspectives on the challenges of nutrient management, including Jason Cruz, Environmental Scientist, Philadelphia Water Department (PWD); Steve Hershner, Utilities Director, City of Cedar Rapids, Iowa; Michael S. Connor, PhD, retired General Manager of East Bay Dischargers Authority / BACWA; and Jeff Clarke, Commissioner, Mukilteo Water and Wastewater District, Washington.

The Iowa Soybean Association and the City of Cedar Rapids hosted the third webinar in the series conducted on September 17, 2020 (WRF 2020c). This session focused on a successful collaboration in Iowa between a wastewater utility, agricultural stakeholders through a producer organization, and the state regulatory agency. With the goal to engage with point and nonpoint sources, regulatory agencies, and other watershed stakeholders, the third webinar featured perspectives from a wastewater utility and agricultural representatives. Roger Wolf, Director of Innovation for the Iowa Soybean Association, and Steve Hershner, City of Cedar Rapids Utilities Director, framed perspectives on strategies, innovation, and collaboration.

A panel discussion on developing ground level partnerships led by Steve Hershner of Cedar Rapids featured Linda Prokopy of Purdue University and Charles Stevens of the Kansas City Water Services Department of Kansas City, MO. Peter Vanrolleghem of the Université Laval facilitated a discussion of nutrient reduction effectiveness and scaling focused on agricultural nutrient management. This panel featured Jane Clary of Wright Water Engineers on the National Corn Growers Association (NCGA) work on best management practices, and Mathew Helmers of Iowa State University (ISU).

A panel discussion on nutrient management policies included a water/wastewater utility, an attorney, and a regulatory agency representative. Errin Kemper of the City of Springfield, Missouri presented the Integrated Plan for the Environment for Springfield-Greene County. Paul Kent of Stafford Rosenbaum LLP presented on the benefits of watershed optimization in the Wisconsin adaptive management

program. Adam Schnieders of the Iowa Department of Natural Resources presented the Iowa approach and a summary of the Iowa Nutrient Reduction Exchange

## Literature Review

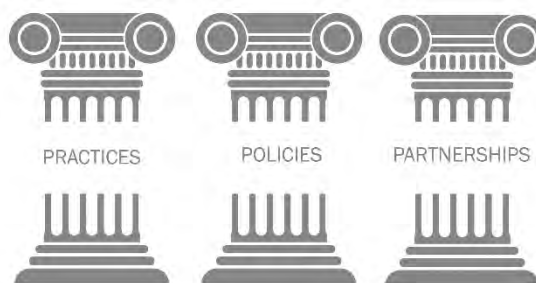
A review of nutrient management literature has been conducted to identify the progressive concepts that provide stepping-stones to an improved understanding of nutrient management, more holistic approaches, and the potential for improving regulatory frameworks. The literature review was focused on capturing creative new approaches to addressing nutrient management. By capturing the best of the concepts included in the existing literature and cross-pollinating the results of the individual past efforts, the literature review informs the current state-of-the-art and the Phase 2 Research Plan.

## Phase 2 Research Plan

The culmination of the webinar sessions and literature review has provided input to the Phase 2 Research Plan to advance nutrient management efforts. The synthesis of this information is incorporated into the research plan that addresses practices, policies, and partnerships to improve the approach to nutrient management. The potential for improved watershed nutrient management rests in both further development of these individual factors, as well as an understanding of their interrelationships. The best watershed outcomes are likely to result from successful development of all three factors.

## Diagnostic Tool for Watershed Nutrient Management

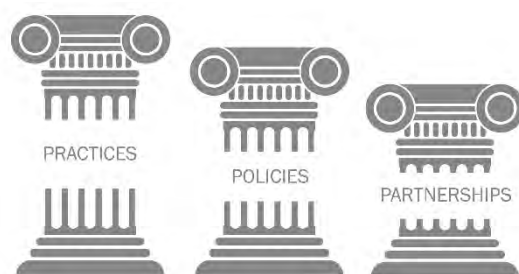
As a diagnostic tool, the framework of practices, policies, and partnerships can be used to analyze barriers to watershed nutrient management (Figure ES-4). In watersheds where progress in nutrient reduction have stalled, or perhaps in circumstances where point source reductions alone have been accomplished, these three factors may be used to guide planning next steps. A limiting factors analysis may illustrate whether practices, policies, or partnerships are restricting progress in advancing nutrient management to the next level for more complete restoration of beneficial uses. Identification of constraints may lead to improved strategies to affect change in a constructive manner and potentially alleviate over emphasizing management actions unlikely to result in water quality improvements or net environmental benefits.



**Figure ES-4. Balanced Practices, Policies and Partnerships for Improved Watershed Nutrient Management**

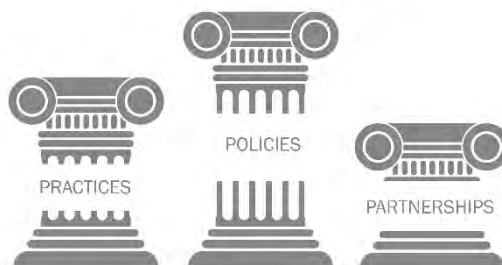
For example, in a simple scenario at the outset of nutrient management efforts, practices inform the quantification of sources, methods of reduction, potential effectiveness, and economics (Figure ES-5). At this stage, consideration of practices may dominate planning. However, managers are well advised to consider policies and partnerships at this stage to establish the strongest foundation for long term watershed management. Progress in accomplishing sufficient long term nutrient reduction to fully

restore beneficial uses may become limiting beyond initial steps due to the lack of balanced policies and inclusion of partnerships, rather than technical factors. Adaptive management approaches based on incremental progress with monitoring and feedback to inform subsequent steps in nutrient reduction are well suited to these circumstances. An adaptive co-management<sup>1</sup> framework can be used to encourage collaboration among diverse partners to accomplish important environmental improvements.



**Figure ES-5 Disproportionate Reliance on Practices Alone Limits Long Term Potential for Holistic Nutrient Management**

Overemphasis on policies at the outset of nutrient management efforts can have unintended consequences of discouraging constructive engagement by key stakeholders. Regulatory actions may be necessary to initiate nutrient management activities, but if an exclusive focus on regulatory compliance is the only driver for nutrient reduction, the extent of long-term progress may become limited (Figure ES-6). If nutrient management practices are unfamiliar and stakeholders do not share common objectives that foster trust and collaboration, progress in improving watershed nutrient management may be impeded. Awareness and agreement among partners is very important. Competing regulatory compliance requirements may dominate the near-term capacity of stakeholders to understand and embrace new technical challenges. Limitations in the availability of funding and staff resources to address new nutrient management challenges is another important factor warranting consideration. Integrated planning approaches may be well suited to these circumstances because it allows balanced consideration of multiple compliance requirements and includes consideration of local priorities and affordability.



**Figure ES-6. Overemphasis on Policies Alone May Limit Holistic Nutrient Management**

Developing a common understanding of new nutrient reduction requirements and the context in which stakeholders will encounter these additional challenges is important to the foundation of trust needed for effective collaborations. Lack of a common understanding of water quality conditions can undermine collaboration in watershed management because stakeholders do not share objectives that transcend existing individual priorities.

In watersheds that have invested in wastewater treatment for nutrient removal and accomplished substantial point source nutrient reduction, it may be advisable to explore opportunities in policies and partnerships to further advance watershed restoration. Practices may best inform the magnitude and extent of remaining nutrient sources and provide the water quality tools necessary to inform the potential for accomplishing further water quality improvements. Re-examination of policies may be well

<sup>1</sup> Adaptive co-management is “a flexible system of resource management, tailored to specific places and situations, supported by, and working in conjunction with, various organizations at different scales to make social-ecological systems more robust to change” (Armitage et al. 2009).



advised to determine whether the focus on governance is well placed, or whether other factors, such as funding, are limiting.



**Figure ES-7 Convergence of Practices, Policies and Partnerships for Holistic Nutrient Management**

An additional factor to consider from a policy standpoint is the time required for nutrient reduction to result in a change in water quality. Since it may be many years before water quality improvements result from the initiation of nutrient reductions (or even decades in the case of phosphorus), consideration should be given to the appropriate timescale for regulating activities. Time lags on water quality improvements are a challenging problem because they exist outside of decision-making timeframes. Strategic reporting of progress in water quality improvements resorts to measuring outputs rather than outcomes. Changes in watershed responses to nutrient reduction are important to monitor and incorporate into considerations of how best to plan and implement subsequent efforts. Reductions in dominant loadings may alter the limiting nutrient controlling enrichment from either nitrogen or phosphorus.

Changes in the speciation of nutrient sources reduced by advanced treatment may also alter bioavailability in receiving waters. Nutrient reduction targets established at the outset of watershed planning may not be applicable over the longer term after fundamental changes. Watershed plans based on historical data may no longer be relevant if not updated with current monitoring data reflecting post nutrient reduction conditions.

Integrating practices, policies, and partnerships in a balanced fashion that avoids skewing management considerations and illuminates the potential convergence of these factors may result in opportunities for improved nutrient management (Figure ES-7). In practice, managers from individual disciplines may find it essential to operate outside of traditional boundaries to identify and develop areas of convergent interests with other stakeholders.

A watershed organization maturity model approach may aid in understanding and implementing improvements in nutrient management. A watershed organization maturity model that provides a set of standardized benchmarking tools may benefit new and existing nutrient management efforts by aiding in the identification of gaps, and prioritizing initiatives to overcome gaps, with respect to practices, policies, and partnerships. This approach has been applied elsewhere in the water industry to conduct utility analysis for workforce and organization culture change management (WRF 2022a).

## Overarching Influences on Watershed Nutrient Management

Overarching factors may influence both the need for improvements in nutrient management and the approach. Climate change and environmental justice are both overarching influences on watershed nutrient management. Climate change is becoming ever more evident as a major influence that alters the fundamentals of both water quantity and quality management. Water quality has long been known as having a disproportionate impact on disadvantaged communities. In that regard, nutrients are similar in their impact to other water quality parameters and management efforts may further exacerbate

those impacts. Table ES-1 summarizes the overarching influence of climate change and environmental justice on nutrient management considerations.

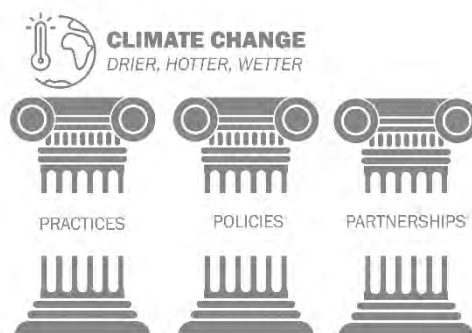
**Table ES-1. Climate and Environmental Justice Influences on Watershed Nutrient Management**

Factor	Climate Change	Environmental Justice
Practices	Increasing water temperatures, algae blooms, and hypoxia. Increasing peak wet weather wastewater flows. Drought.	Degraded surface water quality. Treatment facility expansion into neighborhoods. Treatment optimization and densification.
Policies	Balancing nutrient regulation v. increased greenhouse gas (GHG) emissions from advanced treatment.	Disproportionate impact of utility customer charge increases on disadvantaged communities.
Partnerships	Increased need for cross-discipline coordination and collaboration.	Lack of collaborations needed to aggregate funding.

## Climate Change

Climate change complicates water resources management in multiple ways. Increasing precipitation is resulting in new extremes in peak wastewater flows that may cause sewage spills and result in conditions that make nutrient removal treatment more difficult. Climate driven regional drought is resulting in water supply shortages. That may increase the demand for reclaimed water recycling, which can be advantageous in diverting nutrient loadings away from surface waters. At the same time, that may have a negative impact on watersheds by reducing instream flows necessary to support beneficial uses, such as aquatic life, especially in the late summer season.

For these reasons, climate change is an overarching influence over all the three key factors of practices, policies, and partnerships. From a policy standpoint, national priorities are focused on reducing adverse impacts of climate change. From a nutrient management standpoint, recognizing sustainable management practices is increasingly important. Biological nutrient removal treatment can be accomplished sustainably, however that may not be adequate to meet the most challenging receiving water quality standards. Regulatory processes driving the application of limits of technology treatment may result in disproportionate greenhouse gas emissions that impact climate, but it may result in little if any additional water quality benefit. On the other hand, nonpoint source nutrient management may be necessary to accomplish improvements in water quality and to also provide a potential for collateral benefits beyond nutrient reduction alone. Nonpoint source best management practices that reduce watershed nutrient loadings may also reduce erosion and sedimentation, provide habitat improvements, and sequester carbon. Regulatory policies that consider these factors and promote a balance of both water quality benefits and minimization of adverse climate impacts, will be better suited to holistic nutrient management for a sustainable future than strict adherence to existing regulatory structures alone.



**Figure ES-8 Climate Change Influences All Watershed Nutrient Management Factors**



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*“Scientists predict that harmful algal bloom occurrences in recreational waters and drinking water sources will increase as excess nutrients continue to flow into water bodies, temperatures warm, and extreme weather events occur due to climate change.” (EPA 2021a)*

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emission of greenhouse gases to the atmosphere. Second, the combination of nutrient enrichment and climate change driven water temperature increases may result in more frequent occurrences of harmful algae blooms. Harmful algae blooms impact multiple watershed beneficial uses in several ways because they impair water supplies, endanger animals and pets, and may even threaten human health. Increased drought can lead to the concentration of nutrients in certain catchments, thus exacerbating eutrophication issues.

The challenges of mitigating climate change are driving the need for more effective collaborations involving partnerships spanning diverse sectors of society. For watershed nutrient management, climate change complicates the circumstances beyond the science and technology considerations of nutrient treatment and water quality impacts. This increases the need for effective partnerships necessary to address watershed scale problems because they cannot be solved by a single sector acting alone. Leadership that recognizes the need to work across sectors and form collaborations around common interests are likely to be more successful in improving holistic nutrient management. Climate change may be the transcendent issue that stimulates the actions necessary to move beyond traditional positions formed on the exclusive priorities of individuals sector interests.

## Environmental Justice

Environmental justice is a transcendent issue spanning all three of the nutrient management dimensions of practices, policies, and partnerships

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*“Low-income communities and communities of color have been confronted with environmental injustice for decades, and even centuries, in the United States. From toxic dumps to polluting power plants, oil refineries, chemical companies, and other industrial facilities concentrated in their neighborhoods, Black, Latinx, and Indigenous people have been forced to endure dangerous and life-threatening environmental and health risks. These troubling conditions are compounded by the harms of racial and economic inequality.” Center for American Progress*

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There are additional aspects of climate change that influence the need for holistic approaches to improved nutrient management. First, there is increasing awareness of the impact of nutrient enrichment of surface waters that results in eutrophication and increases in greenhouse gas emissions. Nutrient driven algae blooms that then senesce and decompose create anoxic conditions in watersheds and



**Figure ES-9 Environmental Justices Influences All Watershed Nutrient Management Factors**

(Figure ES-9). Poor water quality may disproportionately impact certain disadvantaged communities where impaired conditions cannot be avoided, or if the community cannot afford the investment necessary to address the causes of the impairment. From a practice standpoint,

advanced nutrient removal wastewater treatment technology is well known, but relatively expensive. Nutrient management investments result in increases in wastewater utility customer charges. Those user charges disproportionately impact lower income households. For that reason, nutrient management becomes an environmental and social justice issue that may impact both urban and rural communities.

From a policy standpoint, watershed restoration may receive less attention and lower priority in less affluent communities. When watersheds are prioritized for nutrient reduction, the expansion of wastewater treatment facilities can result in larger plant space needs that intrude into surrounding neighborhoods. Avoiding that neighborhood intrusion may require wastewater utilities to make greater use of treatment technologies for optimization and densification. Optimization may provide a means of adding nutrient removal capabilities while staying within the bounds of the fence line of existing facilities.

In January 2021, the President issued “Executive Order on Tackling the Climate Crisis at Home and Abroad” that created a government wide Justice40 Initiative. The goal of the Justice40 Initiative is delivering 40 percent of climate investment benefits to disadvantaged communities and to track performances through an Environmental Justice Scorecard. The Order initiates the development of a Climate and Environmental Justice Screening Tool, building off EPA’s EJSCREEN, to identify disadvantaged communities, support the Justice40 Initiative, and inform equitable decision-making across the federal government.

## **Nutrient Management and One Water Challenges**

Watershed nutrient management has long presented challenges for both wastewater and potable water utilities. Whether it is the need to control effluent nutrient loadings to surface water to prevent eutrophication, or to protect water quality in surface reservoirs to avoid taste, odor, and toxics in drinking water supplies, the combination of challenges illustrates the integrated nature of the water environment.

As the water sector moves closer to a One Water paradigm, it is increasingly important to view nutrient management in a broader context. Central to this vision is that all water has value and managers need to collaborate to solve water challenges, whether these challenges encompass wastewater, stormwater, drinking water, etc. The practices, policies, and partnerships associated with the management of water may differ, be interrelated, and at times be in conflict. Nevertheless, all water has value, regardless of the source. Addressing water challenges, including nutrient management, is the responsibility of a diverse array of managers, technologists, policymakers, community members, and watershed stakeholders.

## **Research Plan Report Contents**

This report comprises 5 chapters following the Executive Summary and includes Appendix A that summarizes Phase 2 research needs. The research plan provides an assessment of the current state of nutrient management practices and is intended to inform further efforts to improve watershed nutrient management practices, policies, and partnerships. Lessons learned from successful watersheds may inform similar efforts in other locations and highlight the challenges that must be overcome to improve overall watershed and environmental quality. Overall, the intent is to provide new perspectives, concepts, and tools to further advance holistic nutrient management.

Chapter 1 Nutrient Management Background provides a summary of the status of nutrient management. Overviews of regulatory frameworks, wastewater treatment technology, and nonpoint source management practices are presented. Nutrient management case studies from key watersheds are profiled with an emphasis on key success stories and challenges. The literature review conducted as part of the Phase 1 research effort is also summarized.

Chapter 2 Practices is focused on the current knowledge of nutrient reduction and recovery effectiveness. Advanced wastewater nutrient removal treatment technologies are discussed, as are best management practices for nonpoint sources of nutrients from land-use activities, such as agriculture, urban stormwater, and forestry.

Chapter 3 Policies is focused on the governance and regulatory dimensions of nutrient management. Current regulatory frameworks governing nutrients management are described, as are the limitations of current discharge permitting structures. Concepts for providing additional flexibility to facilitate compliance within the confines of current regulatory frameworks are presented. Water quality trading programs, nutrient reduction incentives, adaptive management approaches, and integrated planning are all presented as potential opportunities for improving holistic nutrient management. The limitations of current funding opportunities that are included in disparate federal programs are presented as a challenge to improved nutrient management.

Chapter 4 Partnerships is focused on understanding the perspectives necessary to create ground-level collaborations and the essential aspect of leadership. Collaborative partnerships are essential elements of successful watershed nutrient management strategies. Many watershed leaders understand that collaboration across broad and diverse stakeholder groups does not occur without challenges. Traditional roles and responsibilities may present barriers to thinking, planning, and acting outside of familiar operating environments and require catalysts for change to transcend these boundaries. Assigning roles that are appropriate to the participant's knowledge and expertise are important to move programs forward and minimize the potential for conflict amongst the participants. Chapter 4 explores the partnership drivers, key success factors identified by workgroup participants and literature, and barriers to a successful watershed partnership.

Chapter 5 Phase 2 Research Roadmap presents an overview of the recommendations for further research to advance nutrient management and improve the prospects for more effective watershed management. Chapter 5 captures key findings and identifies research needs from literature review, as well as from the first three webinars conducted as part of this project, to further inform the research roadmap for Phase 2. Specifically, key findings and research opportunities are identified in each of three key areas of practices, policies, and partnerships.

Appendix A Research Opportunities presents brief profiles of each of the research opportunities identified for practices, policies, and partnerships.

**Planning Subcommittee Meeting No. 67**

**April 19, 2022**

**9:30 am – 12:00 pm**

**Teleconference**

**Chair: Ian Wren**

**Meeting Notes**

Attendees: Tom Mumley, Eric Dunlavey, Dave Senn, Ian Wren, Robert Schlipf, Lorien Fono, Ariella Chelsky.

1. *Agenda Modifications*  
None.

2. *Review Outstanding Action items*

- Finalize public facing NMS program summary - ongoing
- Update and distribute NTW agenda - complete
- Members to collaborate on developing an NMS status document/fact sheet that pulls together planning, permitting, and science by early 2022 – (ongoing)

3. *Science Program updates:*

Fundraising- Two proposals to USGS at \$600K each were funded (for shoal studies and microcystin sources). A proposal to Stanford on sediment transport was not funded. We are waiting to hear about the remainder of the proposals that have recently been submitted. A second Stanford proposal would allow the team to publicly share the model as an open-source platform. We will talk later this meeting about the EPA WQIF grant proposal.

Modeling advisory group – The first meeting took place on 3/30 and went well. There was a discussion about getting access to the recording to better understand the reasoning that supported the outcomes.

4. *Priority Updates*

Upcoming Schedule: PS: May 4, 2022; Steering Committee: May 3, 2022

5. *Discussion Topics*

Mussel toxins – The project is over budget by \$25k due to increased costs. Since the project was previously approved, Dave requested that the PSC make the recommendation for SFEI to proceed with the contracts (provisionally), with final approval by the Steering Committee on May 3.

WQIF Proposal – The contents of the proposal are still in flux. Ian convened an NBS fundraising meeting beginning in January, which was then expanded to include nutrient science. SFEI's proposal will be aimed at developing an estuarine sediment and water quality management toolbox. This would allow us to quantify the impacts of nutrient future scenarios and management alternatives. The model would also be provided as an open-source resource and would be used by the RMP for sediment modeling, especially targeted at PCB management. There was a discussion about which projects could be considered a match. Ian will take the lead on pulling together the proposal, the effort of which could be funded from an existing contract with SFEI. He will collaborate with Jay Davis at the RMP.

It is expected that the RFP will come out at end of April/beginning of May, then there will be a 60-day period. The default project period is 3 years.

PS feedback/guidance related to FY23 PP project/funding options (free \$100-185K) - \$85K could be moved to support the LSB slough-DO assessment framework and technical synthesis. Future scenarios work will be funded outside of the permit fees if the WQIF grant is approved. \$100K could be shifted from Program Coordination to support technical work to increase scientific capacity for a high priority project, likely monitoring/modeling/biogeochemical field studies in LSB to help figure out dose-response mechanisms.

Dave discussed challenges with the time horizon of funding certainty versus making hiring decisions. They will be looking for someone with sensor experience and the ability to analyze data. He asked for feedback from the group on what are the preferred high-priority projects. There was interest in moving forward with P1b – Biogeochemical Field Studies (LSB, sloughs/ponds).

Timeline/Goals for Deep Subtidal AF - The draft report was aimed for July 2023, and the final report is aimed for November 2023. Tom requested that a “straw man/work in progress” draft report be made available in the Fall of 2022 to inform planning for the next Watershed Permit. This effort will assist in the development of questions for the expert workgroup.

Steering Committee Agenda - Ian suggested the SC meeting could be shorter than the full four hours. It will largely be a business meeting with a short update at the beginning. The

group agreed that Dave does not need to circulate the agenda to the PSC prior to distributing it to the Steering Committee.

6. *Action items:*

- Finalize public-facing NMS program summary
- Distribute SC meeting agenda



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

Date/Time: May 3, 2022, 9:00 AM to 1:00 PM

Location: WEBCONFERENCE

Chair: Thomas Mumley

### Steering Committee Attendees

Organization	First	Last	Role	Present	Comments
BASMAA	Adam	Olivieri	Member		
	Tom	Hall	Alternate	X	
	Matt	Fabry	Alternate		
	Geoff	Brosseau	Alternate		
BACWA	Eileen	White	Member	X	
	Lori	Schectel	Alternate	X	
	Eric	Dunlavey	Member	X	
	Jackie	Zipkin	Alternate	X	
Cal DFW	Becky	Ota	Member		
U.S. Geological Survey	Mike	Chotkowski	Member		
NOAA Fisheries	Joe	Dillon	Member	X	
	Brian	Meux	Alternate		
Regional San	Lisa	Thompson	Member	X	
San Francisco Baykeeper	Ian	Wren	Member	X	
South Bay Salt Pond Restoration Project	David	Halsing	Member	x	
Interagency Ecological Program	Steve	Culberson	Member	X	
SFCWA	Lynda	Smith	Member	X	
	Frances	Brewster	Alternate		
U.S. EPA	Terry	Fleming	Member	X	
	Luisa	Valiela	Alternate	X	
U.S. FWS	Leanna	Zweig	Member		
WSPA	Kevin	Buchan	Member		
Ocean Protection Council	Kaitlyn	Kalua	Member	X	
Central Valley Water Board	Adam	Laputz	Member		
	Janis	Cooke	Alternate		

	Christine	Joab	Alternate		
SF Bay Water Board	Tom	Mumley	Member	X	
	Richard	Looker	Alternate	X	

#### **Additional Attendees**

Lorien Fono, BACWA  
Mary Cousins, BACWA  
David Senn, SFEI, Science Manager, Program Coordinator Team  
Robert Schlipf, Water Board  
Don Grey, EBMUD  
Kevin Lunde, Water Board  
Lilia Mourier, SFEI  
Farid Karimpour, SFEI  
Kristin Art, SFEI  
Dan Killam, SFEI  
Ariella Chelsky, SFEI  
Mary Lou Esparza (CCCSD)

#### **1. Welcome, Introductions and Agenda Review**

The Chair led an introduction of SFEI staff and Water Board staff who were on the call. The main item for today's agenda is to approve the FY23 program plan. We will also plan the meeting schedule for the next year. Terry Fleming announced that he would be retiring in July.

#### **2. Decision: Approve Prior SC Meeting Summaries**

*A motion to approve the December 6, 2021 meeting summary was made by Eileen White (BACWA), and seconded by Eric Dunlavey (BACWA). The motion passed unanimously.*

#### **3. Information: Action items**

- Provide material at a future PSC or NTW meeting with an explanation for how the shoal monitoring cruise work supports the assessment framework - complete
- Develop high level synthesis material to communicate nutrient science program to decision makers - ongoing
- Agendize an overview of synthesis work for the March NTW meeting - complete
- Develop 2022 meeting schedule and send invites out to Steering Committee – will be addressed today.

#### **4. Information: Planning Subcommittee Report Out**

The Planning subcommittee has been engaged in planning the NTW and Steering committee meeting. The group has also been giving the science team interim feedback on allocation of staffing resources.

#### **5. Information: NMS Program Update**

- *Program Update* – Dave reviewed science program staffing, and reminded the group that Lisa Hunt, the project manager, had left. Dan Killam is a new addition. Kristen Art



and Sienna White will be going back to grad school in the fall. Both may be able to continue to collaborate with the program. Lilia Mourier will be taking over the field program. There are capacity gaps to move projects forward, and they are lacking senior oversight and program management.

The Assessment Framework subcommittee convened in January, Feb and March. The modeling subcommittee met in January and February in preparation for the first MAG meeting on March 29/30.

- Fundraising – Seven proposals have recently been submitted: Three to USGS, one to Prop 1 (CDFW), two to Stanford, and one to OPC. The three USGS proposals were successfully funded. One Stanford proposal (sediment transport) and the OPC proposal were not funded. We are still waiting on the Prop 1 proposal and the modeling proposal to Stanford. Significant funding from these proposals will offset planned work. SFEI is also working to develop a proposal for EPA's WQIF grant program.
- Project Work and Work products – Dave gave a summary of four recent work products, including LSB respiration/metabolism and production/ecosystem metabolism manuscripts in April. Terry commented that having papers published in scientific journals is a benefit to the program.

The modeling advisory group meeting goals where to onboard the MAG, provide SFEI feedback on performance criteria, and guidance for model validation. Martha Sutula, the chair, is working with the group on a concise report-out.

Dave showed 2021 data from the Dunbarton high frequency nitrate sensor. The team has also showed high frequency mapping data which will be used to validate the model.

- Financials – There is an anticipated overage of \$20-30 for the FY22 mussel toxin project. Dave will be requesting authorization to use reserve funds to cover higher than planned costs

## **6. Discussion & Decision: FY23 Program Plan & Budget Approval**

- Dave reviewed the timeline: In December we discussed priorities for FY23, then we had an NTW meeting in March to review technical work and discuss projects for next year. Dave reviewed the meeting materials in the packet. The FY23 Program Plan is up for approval today, specifically projects C1 through C4 and P1 through P6. Dave is also seeking approval to pursue P7-P14, if funding becomes available.

There was a discussion about how the recently funded USGS proposals impacted funding allocation. There was also a question about whether we would be meeting the certainty goals laid out in the rainbow chart. Dave responded on how the certainty bars vary with different project elements, and in how expenditure decisions have impacted them. Terry opined that the most critical work is in the future scenarios element. We are now moving closer to being able to use the mechanistic model to perform scenario testing, and have more data for synthesis. This will be a major focus if funded by the WQIF grant program.

There was a discussion about the synthesis of HAB and community composition data. It was recommended to look at the proportion of HABs as part of total phytoplankton biomass (C1), focus on the strategy for biogeochemistry (C3), and direct resources towards better understanding and synthesis high biomass events (P6).

Tom asked for a motion to approve the proposed workplan (C1-C4), as well as the remaining projects that will be conducted as funding becomes available. He noted that a couple of pending enforcement actions are considering SEPs that would cover additional projects. A clarifying question was asked about where the SEP funding would be allocated. It will be two to four months before these decisions could be made. Once that plays out, the Water Board will send out a communication prior to our next SC meeting.

*A motion to approve FY23 Program Plan and remaining projects as funding becomes available was made by Terry Fleming (EPA), and seconded by Tom Hall (Stormwater). The motion passed unanimously.*

Terry asked for an update on the Coastal Ocean project. Dave responded that funds were not requested this year, since funds allocated in the previous year were adequate for the project. The work was ongoing, although the lead postdoc took a permanent position elsewhere. The work paused during recruitment. They are looking for anomalies in production outside of San Francisco Bay based on monitoring data. These data can also be used for model validation. There are 1.75-2 years of support remaining, which will focus on the biogeochemical model. The southern and northern California teams will meet to discuss the next steps later this year. Tom H reminded the group that some of the funds are allocated to quantify nutrient flux from the ocean to the Bay. Dave agreed and responded that we also want more information from that effort on boundary conditions, such as the impact of upwelling along the coast.

## **7. Future meeting schedule**

- At previous meetings, it was agreed that we would reduce steering committee meetings to 3x per year, with one NTW meeting prior to the adoption of the annual program plan. It was proposed that steering committee meetings be held in October, February, and Early May. We will default to the 2<sup>nd</sup> Friday except when key participants can't make it, in which case we'll push to the 3<sup>rd</sup> Friday. The dates for the next year will be October 21, February 10, and May 12.

## **8. Other Business**

### *Updates from NMS Steering Committee member agencies*

- Dave Halsing reported that the SBSP Restoration Project is hosting a science symposium on May 11-12.
- Eric reported that the City of San Jose has been supporting fish monitoring surveys through UC Davis. They are looking to continuing the project, although they do not have capacity to do zooplankton survey, so will continue focusing on fish.
- Eileen thanked Terry for his contributions over the years.
- Lisa Thompson reported that Regional San is continuing work on their disinfection upgrades. She recommended a lightning presentation by Tim Mussen on the Delta Cross Channel study ([https://www.youtube.com/watch?v=yPlctIAodY&ab\\_channel=CDFW](https://www.youtube.com/watch?v=yPlctIAodY&ab_channel=CDFW))
- Steve Cuthbertson is working on planning for the Delta Stewardship Council workshop. He would like to nominate the biogeochemical model for inclusion in an upcoming (planning underway for Fall 2022) Delta Science Program Workshop on Integrated Modelling. His idea would be to use the model (and a brief presentation of purpose, logic, and execution methods) as one example of three (the other two yet to be

determined) models that exist but are not yet integrated. The workshop would then feature discussions about how to integrate such models. Ben Geske at the Science Program is leading the planning effort, and Steve C. is serving as one member of the planning committee.

- Tom raised the issue of meeting in person. We will decide in the Fall based on COVID rates, then make a decision over the long term. There was a discussion about the feasibility of hybrid meetings and whether SFEI has the technology to allow remote participants to be able to see participants in the room.

#### **9. Action items and wrap-up**

- Tom will communicate about the SEP fund allocation once the settlement is finalized.

**Adjourned at 11:23pm**



June 1, 2022

To: Alameda County Board of Supervisors

Re: Compost facility approval

The California Association of Sanitation Agencies (CASA) and the Bay Area Clean Water Agencies (BACWA) are pleased to provide comments in support of the proposed compost facility on Jess Ranch in Alameda County. CASA is an association of local agencies performing essential public services – cleaning wastewater to protect public health and the environment while advancing community resilience through the recovery of renewable resources (water, energy, fuel, biosolids, nutrients, etc.). Through these efforts we help create a clean and sustainable environment for Californians. BACWA is a joint powers agency whose members own and operate publicly-owned treatment works (POTWs) and sanitary sewer systems that collectively provide sanitary services to over 7.1 million people in the nine-county San Francisco Bay Area. BACWA members are public agencies, governed by elected officials and managed by professionals who protect the environment and public health.

For the successful implementation of the landfill diversion requirements of Senate Bill 1383 (SB 1383) which include procurement requirements for jurisdictions throughout California, many more compost and co-digestion projects are required. SB 1383 was adopted to mitigate devastating climate change impacts we are experiencing across California. It requires a 40% reduction in methane emissions by 2030 and the diversion of 75% of organic waste away from landfills by 2025. To achieve these essential objectives, CalRecycle estimates the need for 100 additional compost facilities across the state as well as maximizing existing infrastructure in the form of anaerobic digestion at publicly owned wastewater treatment plants. Additionally, Alameda County must procure 11,750 tons of products produced from their organics diversion based upon its population each year beginning in 2022. Eligible products for procurement include compost and beneficial uses of biogas produced from co-digestion.

The benefits of biosolids and compost, both for climate change mitigation by avoiding the landfill, and for soil health through land application are well known, and have been researched and realized for decades<sup>1,2,3</sup>. Biosolids are the nutrient rich byproduct of wastewater treatment and this project would co-compost biosolids with green waste and other organic residuals to provide a valuable soil amendment. Biosolids and compost improve soil's ability to retain moisture in turn reducing the need to irrigate which is invaluable during our ongoing and

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<sup>1</sup> Chambers, B. J., Nicholson, F. A., Aitken, M., Cartmell, E., & Rowlands, C. (2003). Benefits of biosolids to soil quality and fertility. *Water and Environment Journal*, 17(3), 162-167.

<sup>2</sup> Neilsen, G. H., Hogue, E. J., Forge, T., & Neilsen, D. (2003). Surface application of mulches and biosolids affect orchard soil properties after 7 years. *Canadian journal of soil science*, 83(1), 131-137.

<sup>3</sup> Vergara Cid, C., Ferreyroa, G. V., Pignata, M. L., & Rodriguez, J. H. (2020). Biosolid compost amendment increases soil fertility and soybean growth. *Journal of Plant Nutrition*, 44(8), 1131-1140.

unprecedented drought<sup>4,5</sup>. They improve soil health by providing vital micro and macro nutrients, microbes, organic matter and carbon, which in turn increases crop yields. Such land application simultaneously offers additional climate benefits through carbon sequestration and the avoidance of fossil-fuel intense inorganic fertilizer<sup>6,7,8</sup>. The County needs to work collaboratively to advance such beneficial uses of our waste streams such that they can be recycled and kept out of the landfill in accordance with our climate mitigation goals.

While PFAS were mentioned as a concern the State Water Resources Control Board (SWRCB) has executed an investigative order that required many entities, including publicly owned wastewater treatment facilities across the state, to conduct analyses for PFAS in influent, effluent, and biosolids. They have concluded that nothing of concern has been found in the biosolids data, as stated in public forums<sup>9</sup>. It should be noted that significantly greater (at times orders of magnitude greater) concentrations of PFAS are found in everyday consumer products such as cosmetics, cookware, clothing, carpeting, and food packaging<sup>10,11,12,13</sup>. Studies have shown that PFAS levels in biosolids-amended soils are generally similar to those without a history of biosolids application<sup>14,15</sup>. The overall benefit of biosolids composting and land application for the soil and climate far outweigh the risks. CASA strongly encourages the County to approve this facility and is available to provide further information and to answer any questions the Supervisors may have.

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<sup>4</sup> Tsadilas, C. D., Mitsios, I. K., & Golia, E. (2005). Influence of biosolids application on some soil physical properties. *Communications in soil science and plant analysis*, 36(4-6), 709-716.

<sup>5</sup> Gardner, W. C., Broersma, K., Naeth, A., Chanasys, D., & Jobson, A. L. (2010). Influence of biosolids and fertilizer amendments on physical, chemical and microbiological properties of copper mine tailings. *Canadian Journal of Soil Science*, 90(4), 571-583.

<sup>6</sup> Villa, Y. B., & Ryals, R. (2021). *Soil carbon response to long-term biosolids application* (Vol. 50, No. 5, pp. 1084-1096).

<sup>7</sup> Torri, Silvana I., Rodrigo Studart Corrêa, and Giancarlo Renella. "Soil carbon sequestration resulting from biosolids application." *Applied and Environmental Soil Science* 2014 (2014).

<sup>8</sup> Tian, G., Chiu, C. Y., Franzluebbers, A. J., Oladeji, O. O., Granato, T. C., & Cox, A. E. (2015). Biosolids amendment dramatically increases sequestration of crop residue-carbon in agricultural soils in western Illinois. *Applied Soil Ecology*, 85, 86-93.

<sup>9</sup> State Water Resources Control Board Meeting (April 5, 2022). Item 5, Per- and Polyfluoroalkyl Substances (PFAS) Statewide Investigation Update.

<sup>10</sup> Whitehead, H. D., Venier, M., Wu, Y., Eastman, E., Urbanik, S., Diamond, M. L., ... & Peaslee, G. F. (2021). Fluorinated compounds in North American cosmetics. *Environmental Science & Technology Letters*, 8(7), 538-544.

<sup>11</sup> Schaidt, L. A., Balan, S. A., Blum, A., Andrews, D. Q., Strynar, M. J., Dickinson, M. E., ... & Peaslee, G. F. (2017). Fluorinated compounds in US fast food packaging. *Environmental science & technology letters*, 4(3), 105-111.

<sup>12</sup> van der Veen, I., Hanning, A. C., Stare, A., Leonards, P. E., de Boer, J., & Weiss, J. M. (2020). The effect of weathering on per- and polyfluoroalkyl substances (PFASs) from durable water repellent (DWR) clothing. *Chemosphere*, 249, 126100.

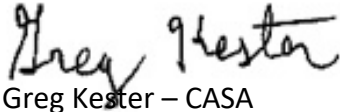
<sup>13</sup> Wu, Y., Romanak, K., Bruton, T., Blum, A., & Venier, M. (2020). Per- and polyfluoroalkyl substances in paired dust and carpets from childcare centers. *Chemosphere*, 251, 126771.

<sup>14</sup> Pepper, I. L., Brusseau, M. L., Prevatt, F. J., & Escobar, B. A. (2021). Incidence of Pfas in soil following long-term application of class B biosolids. *Science of The Total Environment*, 793, 148449.

<sup>15</sup> Vedagiri, U. K., Anderson, R. H., Loso, H. M., & Schwach, C. M. (2018). Ambient levels of PFOS and PFOA in multiple environmental media. *Remediation Journal*, 28(2), 9-51.

June 1, 2022  
Compost facility approval  
Page 3 of 3

Sincerely,



Greg Kester – CASA  
Director of Renewable Resource Programs



Lorien Fono – BACWA  
Executive Director

Additional information can be found at the following links:

[www.casaweb.org/priorityissues/biosolids](http://www.casaweb.org/priorityissues/biosolids)  
<https://www.bayareabiosolids.com/>  
[www.bacwa.org](http://www.bacwa.org)



April 22, 2022

Christina Toms  
San Francisco Bay Regional Water Quality Control Board  
1515 Clay Street, Suite 1400  
Oakland, CA 94612

VIA EMAIL: [Christina.Toms@waterboards.ca.gov](mailto:Christina.Toms@waterboards.ca.gov)

**Subject: Comments on the proposed Basin Plan amendment on Climate Change and Aquatic Habitat Protection, Management, and Restoration**

Dear Christina Toms:

The Bay Area Clean Water Agencies (BACWA) appreciates the opportunity to comment on the proposed Basin Plan amendment on Climate Change and Aquatic Habitat Protection, Management, and Restoration (“Basin Plan amendment”) and the accompanying draft Staff Report. BACWA is a joint powers agency whose members own and operate publicly-owned treatment works (POTWs) and sanitary sewer systems that collectively provide sanitary services to over 7.1 million people in the nine-county San Francisco Bay Area. BACWA members are public agencies, governed by elected officials and managed by professionals who protect the environment and public health.

As previously noted in our July 7, 2021 comments on the Basin Plan Triennial Review<sup>1</sup> that prioritized preparation of this Basin Plan amendment, BACWA supports the incorporation of climate change considerations into the Basin Plan. BACWA and its member agencies have been examining the vulnerability of our facilities to sea level rise, as well as our ability to help reduce greenhouse gas emissions with a broad portfolio of waste-to-energy programs. Several BACWA member agencies are involved with Baylands restoration or shoreline resiliency projects that involve use of wastewater in wetlands; such projects are, in large part, a response to rising sea levels. Our specific comments on the proposed Basin Plan amendment and draft Staff Report are listed below, and are followed by additional recommendations related to wastewater NPDES permitting.

**Comments on Proposed Basin Plan Amendment**

**1. Remove the design standard for locating horizontal levees behind tidal wetlands.**

<sup>1</sup> BACWA Comments on the 2021 Basin Plan Triennial Review. July 7, 2021 letter to Sami Harper, San Francisco Bay Regional Water Quality Control Board. Available online at <https://bacwa.org/wp-content/uploads/2021/07/BACWA-Triennial-Review-Ltr-2021-07-07.pdf>

BACWA supports the intent of the proposed Basin Plan amendment, which will improve dredge and fill permitting procedures. The draft Basin Plan amendment has a potential nexus with NPDES discharge permitting in Section 4.27, paragraph 4.f, which identifies ecotone and treated-wastewater horizontal levees as a preferred nature-based design feature. We particularly appreciate that the text provides flexibility with respect to specific design conditions for dredge or fill projects, such as the reference to gradual slopes that are “typically 15:1” (Proposed Basin Plan Amendment, page 10). This flexibility is important for projects to move forward into design and construction.

BACWA recommends maximizing design flexibility by removing the implied requirement for treated-wastewater horizontal levees to be placed adjacent to tidal wetlands. Horizontal levees and ecotone slopes do not necessarily need to be placed behind tidal wetlands for erosion control. In some situations, a horizontal levee may itself be a replacement for traditional rip-rap that would attenuate wave energy and protect the flood control levee core. In reality, horizontal levees and ecotone slope variants will be placed in various locations and not always adjacent to tidal wetlands.

While the proposed Basin Plan amendment does not strictly require a tidal wetland in front of a proposed horizontal levee, the proposed language would discourage their use in areas where a tidal wetland habitat may be infeasible and/or undesirable due to site-specific conditions. The proposed markup to page 10 is shown below:

Ecotone and treated-wastewater horizontal levees with gradually sloped (typically 15:1 horizontal to vertical ratio or greater) bayward sides that can increase the footprint and functions of the estuarine-terrestrial transition zone at the landward edge of tidal wetlands. Ecotone levees are levees that support estuarine-terrestrial transition zone habitats. When designed to include the subsurface seepage of treated wastewater, they are often called horizontal levees. Ecotone levees create estuarine-terrestrial transition zones and attenuate wave energy; horizontal levees can perform these functions and restore freshwater-brackish-saline wetland gradients that have largely been lost throughout the Estuary. ~~Ecotone and horizontal levees are best suited for locations where they will be fronted by tidal wetlands, both to improve landscape-scale ecological functions and to reduce the risk of erosion of the levee toe.~~ They typically require considerable volumes of material to construct, and therefore should be built as far landward as feasible to minimize settling and maximize the footprint of in-estuary habitat restoration. Both levee types should be carefully monitored and, if needed, adaptively managed to ensure their long-term resilience and functionality.

## **2. Incentivize multi-benefit projects by acknowledging water quality benefits during dredge and fill permitting.**

While there is broad conceptual support among BACWA member agencies for nature-based climate solutions, project implementation can be sidelined by practical considerations such as cost and complex mitigation requirements. For example, sea level rise adaptation projects may result in “temporal losses” to wetlands, with immediate wetland loss and/or type conversion that is offset by future habitat benefits. BACWA therefore appreciates the Regional Water Board’s



inclusion of the San Francisco Partnership's Estuary Blueprint/CCMP, the San Francisco Bay Shoreline Adaptation Atlas, and the Aquatic Resource Type Conversion Evaluation Framework as tools to develop sensible mitigation requirements for sea level rise adaptation projects.

BACWA supports the Regional Water Board's efforts to incentivize multi-benefit climate adaptation projects that offer flood protection, habitat enhancement, and water quality benefits. Although flood protection benefits are referenced throughout the proposed Basin Plan amendment (for example, paragraph 2 of section 4.27), water quality benefits are scarcely mentioned. Treated-wastewater horizontal levees can remove nutrients and trace organic contaminants<sup>2</sup>, and water quality benefits are a factor worthy of consideration when costly dredge and fill permitting requirements are being developed. To provide an incentive for multi-benefit projects, BACWA requests explicit consideration of water quality benefits during the dredge and fill permitting phase. The proposed markup to page 12 is shown below:

**d. Type conversions:** Some dredge or fill activities may convert one type of water of the state to another (e.g., salt pond to tidal flat/tidal wetland), or convert one component of the estuarine wetland ecosystem to another (e.g., tidal wetland to estuarine-terrestrial zone, tidal wetland to high tide refugia, or tidal wetland to tidal channel). The overall impacts of proposed wetland type conversions can be assessed using technical guidance such as the Aquatic Resource Type Conversion Evaluation Framework.

...

iv. Is the proposed type conversion consistent with strategies developed by collaborations of stakeholders to achieve regional goals such as enhancing water quality, recovering rare and/or historic habitat types, improving landscape connectivity/complexity, and/or supporting long-term habitat resilience?

### **Comments on Draft Staff Report**

There is a typographical error in the draft Staff Report. The most recent triennial review was completed in 2021, not 2020. The proposed correction to page 2-2 of the Draft Staff Report is shown below.

The Water Board therefore identified a climate change amendment to the Water Quality Control Plan for the San Francisco Basin (Basin Plan) as a high priority in its 2015, 2018, and 2021 ~~2020~~ Triennial Reviews of the Basin Plan.

### **Recommendations for Future Basin Plan Amendments**

BACWA continues to support nature-based solutions to sea level rise that incorporate beneficial reuse of treated wastewater, such as horizontal levees. Accelerating nature-based climate

<sup>2</sup> California Regional Water Quality Control Board, San Francisco Bay Region & The San Francisco Estuary Partnership, July 2018. *Treatment Wetlands and Sea Level Rise: Ensuring the San Francisco Bay Water Board's Wetland Protection Policies are Climate Change Ready*. White paper available online at: [https://www.waterboards.ca.gov/sanfranciscobay/water\\_issues/programs/climate\\_change/EPA\\_WetlandsGrant\\_FinalWhitePaper\\_clean\\_2018-0801.pdf](https://www.waterboards.ca.gov/sanfranciscobay/water_issues/programs/climate_change/EPA_WetlandsGrant_FinalWhitePaper_clean_2018-0801.pdf)

solutions into infrastructure is one of the State's priority actions in the [2021 California Climate Adaptation Strategy](#), and the State Water Board has also prioritized the use of natural infrastructure for shoreline protection in its [2022 Strategic Work Plan](#).

While the proposed Basin Plan Amendment will facilitate dredge and fill permitting of these projects, it does nothing to facilitate NPDES permitting of wastewater discharges to such projects. We therefore encourage the Regional Water Board to address this gap with future Basin Plan modifications to Prohibition 1 of the Basin Plan, which prohibits discharges to shallow waters except for in certain situations listed in Section 4.2 of the Basin Plan. Climate change adaptation is not specifically cited as one of the allowable considerations in seeking an exception.

BACWA acknowledges and respects the concerted efforts of NPDES division staff to identify permitting pathways for nature-based solutions. Regional Water Board staff recently prepared a draft document titled "NPDES Permitting for Nature-Based Solutions," which helpfully identifies how treatment wetlands and horizontal levees can qualify for one of the allowable exceptions to Prohibition 1 of the Basin Plan. While BACWA appreciates the efforts of current NPDES division staff to creatively accommodate horizontal levee projects, a more robust approach would be to revise the Basin Plan and/or Policy 94-086 to more specifically allow shallow water discharges that have an environmental benefit related to climate change adaptation.

BACWA appreciates the opportunity to comment on the Basin Plan amendment and thanks you for considering our input. We look forward to continuing to work with your staff to identify and implement nature-based solutions to the climate crisis.

Respectfully Submitted,

A handwritten signature in blue ink that reads "Lorien Fono". The signature is fluid and cursive, with a long horizontal stroke at the end.

Lorien Fono, Ph.D., P.E.  
Executive Director  
Bay Area Clean Water Agencies

cc: BACWA Executive Board  
Thomas Mumley, San Francisco Bay Regional Water Quality Control Board

# NPDES PERMITTING FOR NATURE-BASED SOLUTIONS

The Clean Water Act requires a National Pollutant Discharge Elimination System (NPDES) permit to discharge treated wastewater to waters of the United States. Various strategies exist for crafting NPDES permits for nature-based solutions, such as treatment wetlands and horizontal levees. Many of these strategies are comparable to those for gray infrastructure. Some key NPDES permitting concepts and how they apply to nature-based solutions are presented below.

## Discharge points

“Discharge points” are locations where treated wastewater enters waters of the United States. Water quality standards apply within waters of the United States. Although these waters may naturally assimilate some pollutants, they cannot be used to treat wastewater. “Treatment” refers to pollutant removal prior to discharge; thus, treatment always occurs upstream of discharge points. Discharge points may be traditional outfall pipes, but they do not have to be. For horizontal levees, they may be lines that run parallel along the levees. The shape is typically not very important. Whether considering treatment wetlands, horizontal levees, or gray infrastructure, compliance with permit requirements is rarely evaluated at discharge points.

## Exceptions to discharge prohibitions

The *Water Quality Control Plan for the San Francisco Bay Region* (Basin Plan) prohibits certain discharges, including many discharges into shallow nearshore waters. Because the Basin Plan provides for exceptions, this is rarely a problem for municipal wastewater discharges if they receive treatment above and beyond U.S. EPA’s Secondary Treatment Standards (e.g., if filtration is used to remove more suspended sediment and biochemical oxygen demand, or nitrification and denitrification processes remove ammonia and nitrogen).

The Basin Plan contains the following discharge prohibitions, among others:

1. Any wastewater (e.g., treated sewage) that has particular characteristics of concern to beneficial uses at any point at which the wastewater does not receive a minimum initial dilution of at least 10:1, or into any nontidal water, dead-end slough, or similar confined waters.
2. Any wastewater that has particular characteristics of concern to beneficial uses to San Francisco Bay south of the Dumbarton Bridge.
3. Any wastewater that has particular characteristics of concern to beneficial uses to Suisun Marsh during the dry weather period of the year.

On a case-by-case basis, the Basin Plan allows for exceptions if one of the following conditions is met:

- An inordinate burden would be placed on the discharger relative to the beneficial uses protected and an equivalent level of environmental protection will be achieved by alternate means, such as an alternative discharge site, a higher level of treatment, or improved treatment reliability;
- The discharge is approved as part of a reclamation project;
- Net environmental benefits will be derived as a result of the discharge; or
- The discharge is approved as part of a groundwater clean-up project.

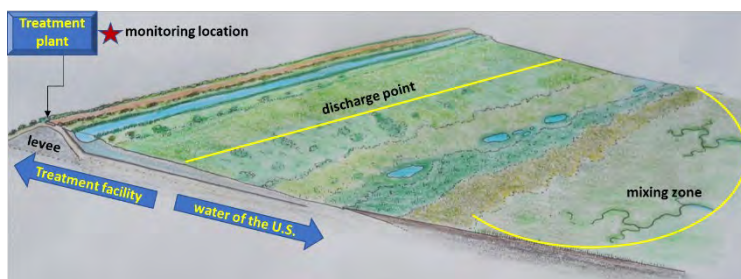
Most nature-based solutions qualify for the first exception (“equivalent protection”) because those wastewater discharges receive treatment above and beyond Secondary Treatment Standards. If nature-based solutions are paired with reclamation projects, they may qualify for the second exception too. If nature-based solutions create new waters of the United States that could not exist without the wastewater discharges, the third exception (“net environmental benefits”) may apply.

To demonstrate net environmental benefits, Water Board Resolution 94-086 (“Policy on the Use of

#### Conceptual Horizontal Levee.

The discharge point is a line running parallel along the levee. Effluent limits ensure that water quality standards are maintained beyond the discharge point (or mixing zones, if any). Compliance monitoring occurs at the treatment plant.

*Base drawing courtesy of Peter Baye.*



Wastewater to Create, Restore, and/or Enhance Wetlands”) says, “...it will be necessary for the applicant to demonstrate that (1) full and uninterrupted protection will be given to all beneficial uses which could be made of the receiving water...in the absence of wastewater discharges and (2) that new beneficial uses will result from wetland creation, or, in rare cases, fuller realization of existing or potential uses will result from wetland restoration or enhancement beyond that which would occur in the absence of point source discharges.” Wetlands used to demonstrate net environmental benefits may not be used to satisfy mitigation requirements pursuant to Clean Water Act sections 401 and 404.

## Effluent limitations

NPDES permits contain technology-based and water quality-based requirements. Technology-based requirements ensure treatment performance. U.S. EPA’s Secondary Treatment Standards (40 C.F.R. Part 133) are the minimum technology-based requirements for municipal wastewater. However, if better treatment performance is used to justify an exception to a discharge prohibition based on equivalent protection, a permit may contain more stringent technology-based requirements to ensure that the exception remains justified.

Water quality-based requirements ensure that water quality standards are maintained within waters of the United States (i.e., beyond discharge points). Regulations may be very specific or more flexible, depending on the pollutant considered. For example, water quality-based effluent limitations for most “priority pollutants” must be expressed in terms of concentrations. In contrast, water quality-based effluent limitations for other pollutants, such as nutrients, may be expressed in terms of concentrations or loads.

The Water Board may authorize one or more pollutant-specific mixing zones within waters of the

United States. Inside the mixing zones, ambient water mixes with treated effluent and dilutes pollutant concentrations. In these cases, concentration-based effluent limitations may be calculated to achieve water quality standards beyond the mixing zones. Since mixing zones and dilution do not affect pollutant loading, however, they have no bearing on load-based effluent limitations. Nevertheless, the Water Board may consider pollutant uptake, assimilation, or removal within waters of the United States when developing load-based effluent limitations, provided available information supports doing so.

## Facility operations and maintenance

Permits require treatment facilities, whether they be gray infrastructure, treatment wetlands, or horizontal levees, to be operated and maintained to ensure continued treatment performance. Permits may also require levee maintenance or other receiving water management provisions to ensure water quality.

## Compliance evaluation

To evaluate compliance with permit requirements, NPDES permits define “monitoring locations” where treated effluent samples are collected. For both gray infrastructure and nature-based solutions, monitoring locations are commonly placed at or near treatment plants because sampling at discharge points or at the edges of mixing zones is often infeasible, or at least very inconvenient. The Water Board may establish monitoring locations at the outfalls from treatment wetlands if there are good reasons to do so. Alternatively, the Water Board may evaluate compliance at monitoring locations at or near treatment plants, but adjust the effluent limitations to reflect demonstrated treatment downstream of the monitoring locations.

## Available exceptions to Basin Plan discharge prohibitions for generic nature-based solutions

	Equivalent Protection	Reclamation Project	Net Environmental Benefits	Groundwater Cleanup Project
<b>Treatment Wetland Constructed Upland</b>	<b>Yes</b> Discharges receive treatment above and beyond Secondary Treatment Standards upstream of discharge point.	<b>Maybe</b> Exception may apply when nature-based solutions are paired with reclamation projects.	<b>No</b> No new waters of United States created.	<b>No</b> Exception does not apply.
<b>Horizontal Levee Constructed Upland</b>	<b>Yes</b> Discharges receive treatment above and beyond Secondary Treatment Standards upstream of discharge point.	<b>Maybe</b> Exception may apply when nature-based solutions are paired with reclamation projects.	<b>Maybe</b> New waters of United States may be created. Water Board Resolution 94-086 applies.	<b>No</b> Exception does not apply.
<b>Horizontal Levee Constructed in Waters of United States</b>	<b>Yes</b> Discharges receive treatment above and beyond Secondary Treatment Standards upstream of levee.	<b>Maybe</b> Exception may apply when nature-based solutions are paired with reclamation projects.	<b>No</b> No new waters of United States created.	<b>No</b> Exception does not apply.

## Application of key concepts to generic nature-based solutions

	Treatment Wetland Constructed Upland	Horizontal Levee Constructed Upland	Horizontal Levee Constructed in Waters of United States
<b>Discharge points</b>	Discharge point is outfall from treatment wetland to waters of United States.	Discharge point may be line parallel to, and probably through, levee, distinguishing treatment facility from waters of United States.	Discharge point may be line parallel to, and probably through, levee, distinguishing treatment facility from waters of United States. Portion of levee constructed in water of United States is subject to Clean Water Act sections 401 and 404 permitting and mitigation.
<b>Exceptions to discharge prohibitions</b>	Higher level of treatment justifies exception based on equivalent protection. Treatment could be filtration or nitrification prior to treatment wetland, or treatment within wetland (e.g., removal of nutrients or contaminants of emerging concern).	Wastewater must be nitrified prior to discharge through horizontal levee. This treatment justifies exception based on equivalent protection. Treatment within levee (e.g., removal of nutrients or contaminants of emerging concern) also justifies exception based on equivalent protection.	Wastewater must be nitrified prior to discharge through horizontal levee. This treatment justifies exception based on equivalent protection. Treatment within portion of levee considered part of treatment facility (e.g., removal of nutrients or contaminants of emerging concern) may also justify exception based on equivalent protection.
<b>Effluent limitations</b>	Technology-based effluent limitations are more stringent than Secondary Treatment Standards to ensure higher level of treatment. Water quality-	Technology-based effluent limitations are more stringent than Secondary Treatment Standards to ensure higher level of treatment (e.g., to ensure	Technology-based effluent limitations are more stringent than Secondary Treatment Standards to ensure higher level of treatment (e.g., to ensure

	based effluent limitations are concentration-based when necessary (mixing zones may be established) or load-based if appropriate.	effective nitrification). Water quality-based effluent limitations are concentration-based when necessary (mixing zones may be established) or load-based if appropriate. Load-based effluent limitations may account for pollutant uptake within levee.	effective nitrification). Water quality-based effluent limitations are concentration-based when necessary (mixing zones may be established) or load-based if appropriate. Load-based effluent limitations may account for pollutant uptake within levee.
<b>Facility operations and maintenance</b>	Maintenance requirements ensure wetland treatment performance.	Maintenance requirements ensure levee performance.	Maintenance requirements ensure levee performance.
<b>Compliance evaluation</b>	Compliance is evaluated at monitoring location at or near treatment plant (or at outfall from treatment wetland if warranted).	Compliance is evaluated at monitoring location at or near treatment plant.	Compliance is evaluated at monitoring location at or near treatment plant.

## Specific examples of NPDES permits for nature-based solutions

Permit Number	Order Number	Discharger	Facility	Discharge Prohibition Exception Based on Equivalent Protection	Discharge Prohibition Exception Based on Net Environmental Benefits
CA0038881	R2-2022-0006	City of San Leandro	City of San Leandro Water Pollution Control Plant – Treatment Wetland	X	
CA0037770	R2-2021-0026	Mt. View Sanitary District	Mt. View Sanitary District Wastewater Treatment Plant	X	
CA0037810	R2-2021-0008	City of Petaluma	Ellis Creek Water Recycling Facility	X	
CA0110116	R2-2020-0020	U.S. Department of Navy	Treasure Island Wastewater Treatment Plant	X	
CA0037958	R2-2020-0019	Novato Sanitary District	Novato Sanitary District Wastewater Treatment Plant	X	*
CA0037800	R2-2019-0019	Sonoma Valley County Sanitation District	Sonoma Valley County Sanitation District Wastewater Treatment Plant	X	
CA0037834	R2-2019-0015	City of Palo Alto	Palo Alto Regional Water Quality Control Plant	X	
CA0038776	R2-2017-0013	City of Pacifica	Calera Creek Water Recycling Plant	X	X
CA0038768	R2-2017-0008	City of American Canyon	American Canyon Water Reclamation Facility	X	X
CA0038636	R2-2011-0058	East Bay Regional Park District, Union Sanitary District, and East Bay Dischargers Authority	Hayward Marsh		X

\* The Novato Sanitary District is planning to move its discharge inland to provide secondary-treated effluent as a freshwater source to a proposed new marsh. The discharge will create and sustain new brackish marsh habitat for fish, plant, and wildlife. The wetlands will provide storm and flood protection against rising sea levels and provide recreational, scenic, and education benefits. The discharge may qualify for an exception based on net environmental benefits.



**FY23 BACWA EXECUTIVE BOARD  
PROPOSED REGULAR MONTHLY MEETING SCHEDULE**

<b>DATE</b>	<b>TIME</b>	<b>LOCATION</b>
July 15, 2022	9:00 – 12:30	Online or in-person meeting, TBD
August 19, 2022	9:00 – 12:30	Online or in-person meeting, TBD
September 8 & 9, 2022 Pardee Technical Seminar	9:00-4:00 9:00-3:30	In person meeting
October 21, 2022	9:00 – 12:30	Online or in-person meeting, TBD
November 18, 2022	9:00 – 12:30	Online or in-person meeting, TBD
December 16, 2022	9:00 – 12:30	Online or in-person meeting, TBD
January 20, 2023	9:00 – 12:30	Online or in-person meeting, TBD
February 17, 2023	9:00 – 12:30	Online or in-person meeting, TBD
March 17, 2023	9:00 – 12:30	Online or in-person meeting, TBD
April 21, 2023	9:00 – 12:30	Online or in-person meeting, TBD
May 19, 2023	9:00 – 12:30	Online or in-person meeting, TBD
June 16, 2023	9:00 – 12:30	Online or in-person meeting, TBD
TBD		BACWA Annual Members Meeting (will replace monthly meeting)



## AIR Committee

### Chairs:

**Nohemy Revilla**



**Jason Nettleton**



### 2021-22 Accomplishments:

- ☐ Engaged with Bay Area Air Quality Management District (BAAQMD) during development of amendments to Rule 2-5 to reduce allowable levels of toxic air contaminants in new source permitting.
- ☐ Established workgroup with BAAQMD to address concerns related to toxic air contaminants and other rule-making.
- ☐ Engaged with members and BAAQMD regarding the retroactive determination of Best Available Control Technology (BACT) requiring Tier 4 standby engines.
- ☐ Completed survey of best management practices regarding methane and VOC management at wastewater treatment plant. Survey results will be used to inform rule development for climate pollutants.
- ☐ Updated members on forthcoming requirements for air toxics reporting per AB 617 & AB 2588, which will require wastewater treatment plants to execute a two-step process to first scan air sample to determine detectable compounds, and then quantify emissions of detectable toxics compounds.

## Asset Management

### Chairs:

**Rebecca Overacre**



**Khae Bohan**



### 2021-22 Accomplishments:

- ☐ Re-established committee with new leadership
- ☐ Held kick-off meeting to discuss what Asset Management means to each participant and establish future meeting topics.

## Bay Area Pollution Prevention Group

### Chairs:

**Autumn Cleave**



**Robert Wilson**



### Vice-Chair:

**Joe Neugebauer**



### 2021-22 Accomplishments:

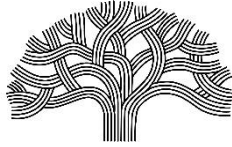
- ☐ Supported passage of legislation requiring “Do Not Flush” labeling on nonwoven disposal wipes (AB 818).
- ☐ Supported a subcommittee to direct pesticide regulatory advocacy activities. Submitted 7 comment letters urging USEPA and the California Department of Pesticide Regulation to consider indoor uses of pesticides and transport pathways involving sanitary sewers when modeling risk and setting labeling requirements.
- ☐ Continued the development of outreach messages regarding alternatives to fipronil and other topical pet treatments.
- ☐ Continued outreach to dental assistant classes regarding best management practices for mercury and silver waste streams.
- ☐ Continued public outreach activities on flushable wipes and Fats, Oils, and Grease (FOG) with “Toilets aren’t Trash Cans” campaign.
- ☐ Published 2021 BAPPG Annual Report to support member agencies in their pollution prevention reporting



## Collection Systems Committee

### Chairs:

Andrew Damron Tyree Jackson



CITY OF OAKLAND

### 2021-22 Accomplishments:

- ☐ Held educational presentations for members regarding pipe-bursting of asbestos cement pipe; implementation of EBMUD's wet weather consent decree; and infiltration & inflow from rising groundwater.
- ☐ Provided a forum to discuss the State Water Board's proposed updates to the general order for Sanitary Sewer Systems (SSS-WDR).
- ☐ Coordinated preparation of BACWA/CASA comment letters on the informal staff draft SSS-WDR and the public draft SSS-WDR.
- ☐ Held round-table discussions related to operational impacts from COVID, drought, and the October 2021 atmospheric river event.

## Laboratory Committee

### Chairs:

Nicole Van Aken



FAIRFIELD-SUISUN  
SEWER DISTRICT

Samantha Bialorucki



CITY OF  
PALO ALTO

### 2021-22 Accomplishments:

- ☐ Hosted a half-day TNI workshop featuring speakers from TNI and ELAP, a panel discussion on accreditation, and resources to assist members with implementation.
- ☐ Established a TNI monthly training session for BACWA and CVCWA members that provides step-by-step guidance on the TNI 2016 Standard and state ELAP requirements.
- ☐ Provide information to members about the EPA's 2021 Method Update Rule.
- ☐ Helped members prepare for ELAP third-party assessments by providing insights from Bay Area water and wastewater laboratories.
- ☐ Communicated with ELAP staff about the need for additional guidance on proficiency testing requirements.
- ☐ Co-hosted presentation on the results of the PFAS Regional Study.
- ☐ Hosted lab specialty training sessions on sampling guidance, interpretation of toxicity reports, and species screening requirements.

## Pretreatment Committee

### Chairs:

Michael Dunning



Casey Fitzgerald



### 2021-22 Accomplishments:

- ☐ Helped establish industrial and commercial sampling locations for Phase 2 of the PFAS Regional Study.
- ☐ Assisted with development of the pretreatment-related monitoring revisions in the NPDES Permit Amendment for Monitoring and Reporting Programs.
- ☐ Hosted Regional Water Board, State Water Board and EPA staff at a committee meeting to discuss pretreatment regulatory developments.

## Permits Committee

### Chairs:

Chris Dembiczak



Anne Balis



Jennie Pang



### 2021-22 Accomplishments:

- ☐ Engaged with Regional Water Board to provide comments on draft implementation language for the State Water Board's toxicity provisions.
- ☐ Discussed and prepared comments on the pending NPDES blanket permit amendment for residual chlorine and oil & grease.
- ☐ Supported development of a proposal to the Regional Water Board for a NPDES permit amendment modifying Monitoring and Reporting Programs and maintaining funding for RMP CECs studies. The NPDES permit amendment was adopted in 2021.
- ☐ Assisted with development of a climate change vulnerability and adaptation survey for Bay Area POTWs.
- ☐ Co-hosted presentation on the results of the PFAS Regional Study.
- ☐ Kept members informed about work products from the Nutrient Management Strategy science team, implementation of the 2<sup>nd</sup> Nutrient Watershed Permit, and planning for the 3<sup>rd</sup> Nutrient Watershed Permit.
- ☐ Reviewed member agency Tentative Order NPDES Permits to note changes.

## Recycled Water Committee

### Chairs:

Stefanie Olson



Dublin San Ramon  
Services District

*Water, wastewater, recycled water*

Reena Thomas



### 2021-22 Accomplishments:

- ☐ Hosted guest speakers on potable reuse in Santa Cruz County, onsite reuse and cross-connection testing in San Francisco, and EPA's National Water Reuse Action Plan.
- ☐ Held round-table discussions regarding drought impacts on recycled water operations.
- ☐ Updated Bay Area recycled water commercial truck fill guide.
- ☐ Provided governance for the Recycled Water Evaluation required by the Nutrient Watershed Permit.
- ☐ Educated members on State regulations being developed for cross connection control, indoor water use efficiency standards, and direct potable reuse.
- ☐ Shared information about State and federal funding opportunities, and resources such as the Bay Area Recycled Water Landscape Guide.
- ☐ Began development of training materials for recycled water site supervisors.

## Bay Area Pollution Prevention Group

### Meeting Notes

April 6, 2022, 10am

#### 1. Introductions

There were 25 attendees representing 20 wastewater agencies and the Regional Water Board.

#### 2. Regional Board Announcements

Alessandra Moyer from San Francisco Bay Regional Water Quality Control Board attended the meeting and provided the following announcement:

- The SF Bay Regional Water Board's NPDES Wastewater & Enforcement division is currently advertising for three Scientific Aid positions (all listed under one announcement). The application is closing on 4/12. This is a great opportunity for current students, recent graduates, and anyone else to get involved with all of our work, potentially including pollution prevention.

We are holding an info session about all 12 of our agency's open positions on Friday 4/8 from noon to 1pm. Note that info about this event is **not** available on CalCareers. Anyone who is curious about these positions is encouraged to attend. Please help us spread the word to students, interns, etc!

See also the [LinkedIn post](#) w/ links to info session and CalCareers.

#### 3. Updates

- **Steering Committee:** AVMA survey is complete. Unfortunately, we can't include their name on the survey. We didn't hear back from NACWA, so we aren't listing them either.
- **BACWA Announcement:** Annual Members' Meeting is May 6, 2022, in Berkeley. Register at BACWA.org. PFAS Regional Study Phase 2 Sampling and Analysis Plan is complete and on BACWA website. The State Water Board heard a PFAS update 4/5/22, and a recording is available [here](#).
- **Pesticides Subcommittee:** The discontinued Fed regulations.gov docket subscription service is now restored -- a relief as it's a key tool for monitoring regulation updates
- **Outreach/marketing contract:** Earth Week flea and tick campaign is ready and will begin April 13 until funding is used up. Six different banner ads, customized for different screens and locations. Spanish language versions were explored but an affordable option wasn't found. SGA is helping update the Baywise flea/tick landing page to be more user friendly.
- **Our Water, Our World (OWOW):** It's now hosted by CASQA and we are a OWOW sponsor (\$10k), not a CASQA member. Jennifer Kaiser and Susan Heistand provide BAPPG representation. We need to work on how we communicate about technical items when issues are being reviewed.
- **CWEA:** Annual Conference is next week in Sacramento, April 11-14. Mary Cousins will be presenting on "Understanding your NPDES Permit" on Thursday 4/14.

**P3S:** June 20-23 conference in Long Beach. FOG workshops, relevant inspector trainings etc.  
Reach out to Susan Hiestand for more info

#### **4. Budget**

Robert Wilson provided an update:

- We submitted our next fiscal year, 2022-2023 to the BACWA Board. There were no changes to line items. One change is that we asked for a 4%, ~\$4k increase to the unplanned issues budget to cover any potential increases in cost. It is not approved yet.

#### **5. BAPPG In-Person Meeting Survey Results**

June: We'd like to try in-person, hybrid meeting

- 15 respondents, 60% want to return, 10 say they want to remain remote.
- Masks: majority said we shouldn't require masks.
- Agency policies: 1 said they can't meet in-person.
- Physical distancing, 52% said yes

The Phone system of previous times was problematic, we'll keep using zoom. We will have a repeat the question policy to help people on zoom.

Caveats: if health orders change, testing logistics, or guest speakers that cannot join in person.

#### **6. EBMUD Virtual Tour Program – Phoebe Grow, EBMUD**

- Started in mid-2000's, expanded into a larger public tour program in 2016  
Suspended in 2020 due to COVID with subsequent launch of the live virtual tour  
  
Tour program attendance: 2016 – 400 attendees, 2021 – 1,500 attendees
- In-person tour, covers the 60 acre MWWTP and takes about 1.5 hrs to see the different treatment processes
  - Pre-covid public tour: offered each month on the first Saturday at 9:30 and third Wednesday at 1p.
- Sign-ups through our website and only offered in the dry season.
- Virtual Tour Types:
  - Public Tour 4th Thursday of the month 6-7
  - School tours, mostly high school, prioritizing schools in our service area. Staff led
  - Non-routine tours: industry groups, foreign groups, corporate groups
  - Other special tours by request
- Virtual Tour advantages
  - We can reach diverse audiences. We can tailor to age and languages.
- in-house training. Paid staff time, OT as well. Encouraged at highest level of the department
- Tours are promoted by email blasts to known customers, both to water and ww service area

**Zoe Lake, MBA, EBMUD** Presented the EBMUD on-line virtual wastewater treatment tour.

The tour is hosted on the ArcGIS StoryMap website, “From your tap to the San Francisco Bay”.  
<https://www.ebmud.com/about-us/education-resources>

- The website launched for World Water Day 3/22/22 and features interactive maps, 11 treatment videos and a 5min employee highlight video
- It’s self-paced and accessible on any device
- EBMUD wastewater staff lead the web design and content development. Staff worked with an external videographer, David Ronan of CrushPix.

## **7. CCCSD Virtual Tour**

Colleen Henry presented a video that highlighted the 360 interactive tour

- A 360 degree picture that lets you can click within to move and to learn more.
- It was made with a drone, mostly in-house

Very positive feedback. A comment that it felt similar to google maps, very intuitive

## **8. Virtual Tour Discussion**

- 1/4 of participants have a virtual option or are developing one
- We can reach different audiences and the format is versatile

## **9. Next Meeting:** June 1, 2022, 10a-12p. Email to come about in-person and zoom options

**Committee Request for Board Action:** Consideration of Comments on EBDA Tentative Order NPDES Permit (if needed, TBD in May)

Regular meeting: 27 attendees via Zoom representing about 15 member agencies.

**Tentative Orders**

The Regional Water Board has issued a tentative order NPDES permit for [Central Contra Costa Sanitary District](#) and the [City of American Canyon](#). Both permits have oil & grease effluent limits and monitoring requirements removed, because the Oil & Grease section of the [2020 Basin Plan amendment](#) is now effective even though the chlorine sections are not. Both tentative orders also have reduced monitoring requirements for acute toxicity (1/quarter instead of 1/month). The Central San permit continues to contain ammonia mass loading limits, but these limits would sunset if nitrogen load limits are included in the 3<sup>rd</sup> Nutrient Watershed Permit.

EBDA also recently received their administrative draft NPDES permit, which is scheduled for July adoption. EBDA may seek changes to the Attachment A definitions and, if so, the proposed edits would be shared with the Permits Committee.

There was a general discussion about the confusing requirements related to recycled water volumetric data that goes into Geotracker. Additional review and discussion with NPDES Division staff could be helpful to understand and minimize duplicative requirements for Geotracker and CIWQS reporting.

**Chlorine Blanket Permit Amendment**

There is no near term anticipated effective date for the [blanket permit amendment](#) modifying chlorine effluent limits and removing oil & grease monitoring requirements. The supporting [Basin Plan Amendment](#) has been delayed by the EPA review process. As noted above, the oil and grease language is being implemented permit-by-permit.

**Implementation of [Statewide Toxicity Provisions](#)**

In February, BACWA submitted comments to the Regional Water Board on NPDES permit implementation language for the statewide toxicity provisions. Once finalized, the language will be added permit-by-permit upon reissuance of NPDES permits. The effective date is anticipated to be summer 2022. A [Ceriodaphnia study](#) is also underway; lab work may occur this summer to attempt to reduce inter-laboratory variability.

**[Mercury and PCBs Watershed Permit](#)**

The Mercury and PCBs Watershed Permit will be reissued towards the end of 2022, which means the Regional Water Board will prepare the permit in late spring and summer. BACWA will assist with PCB data compilation.

**Climate Change Permit Amendment (NEW!)**

The Regional Water Board has released a proposed [Climate Change Basin Plan Amendment](#) and accompanying [Draft Staff Report](#) that mainly addresses dredge and fill requirements. Comments were due 4/22. BACWA plans to submit comments supporting the Basin Plan Amendment and noting the need for addressing NPDES permitting of horizontal levees that have wastewater discharges. Regional Water Board staff recently shared a guidance document on NPDES Permitting of Nature-Based Solutions, which has been shared with the committee. (Note, finalized comments were submitted after the Committee meeting and are posted [here](#))

**Nutrients Update**

**Science program update** – One of the current focuses of the science team is the Assessment Framework, which is described in this [January 2022 Work Plan](#).

**3<sup>rd</sup> watershed permit** – On April 28th, the Nutrient Strategy Team will convene to discuss a potential statistical method for establishing baseline loading conditions for the 3<sup>rd</sup> watershed permit.

**PFAS Regional Study**

Development of the [sampling and analysis plan for Phase 2](#) of the PFAS Regional Study is complete. PFAS results from the statewide investigative order were recently presented to the State Water Board (see [recording](#)), and generally agree with results from BACWA's Phase 1 study.

**Next BACWA Permits Committee Meeting: June 14, 2022, 12:30 PM** via Zoom

**Committee Request for Board Action:** none

Regular meeting: 33 attendees via Zoom representing 24 agencies.

**Whole Effluent Acute Toxicity Testing and Toxicity Testing Species Screening Requirements**

Drew Gantner (McCampbell Analytical) provided a webinar covering the contract laboratory perspective on acute toxicity testing, as well as requirements for chronic toxicity species screening under the upcoming toxicity provisions. Drew covered the following points in his presentation:

- **Training** - for staff training for TNI certification, group training is acceptable. For ongoing demonstration of capability, analysts do not need perform all aspects of testing on the same test. For example, an analyst could perform test initiation, test maintenance, and test termination in different months.
- **Test failure** - When there is a failed acute toxicity testing, check technician error, water quality, test conditions (including lighting), test materials, and the organism culture.
- **Test Acceptability Criteria:** When the reference toxicant response is more than 2 standard deviations from the mean response, don't panic. Drew covered procedures for rejecting or accepting the test.
- **Reference Toxicants** - Sodium chloride, potassium chloride, and metals have pros/cons.
- **Acute Survival Data from Chronic Bioassays** – this is acceptable under specific circumstances described in the presentation.
- **Species Screening** – Once the statewide toxicity provisions are added to reissued NPDES permits, most dischargers will need to conduct a new species screening for chronic toxicity. Drew recommended including the 100% effluent concentration in addition to concentrations bracketing the IWC. Make sure to account for species availability; some species, like kelp and topsmelt, are subject to supply disruptions. Work with your contract laboratory to generate a screening proposal (allow at least 3 weeks for the proposal), then work with the Regional Water Board staff for approval.

**File-Sharing for Policies and Procedures**

The committee has established a shared folder for policies and procedures to assist with the TNI accreditation process. Request access from [Mary](#).

**ELAP Coordination**

- In February, the committee prepared a [letter](#) to ELAP requesting additional guidance on proficiency testing and related matters, and received a [response](#) from ELAP. Additional outreach to the State Water Board may be required to request implementation of the most recent Methods Update Rule.
- In some cases, the new Standard Methods 23<sup>rd</sup> edition is more stringent than TNI standards. Members discussed which QC standards should apply. Once findings from one member's recent on-site ELAP assessment are available, more information will be shared.
- Several members agreed to work on outreach to ELAP regarding additional guidance for specific requirements related to methods, QC requirements, the Methods Update Rule, and related matters.

**Other Updates**

- The [Sampling and Analysis Plan](#) for Phase 2 of the PFAS Regional Study is complete, and sampling will be completed this spring.
- There is currently no anticipated effective date for the Chlorine [blanket permit amendment](#).
- The Mercury/PCB watershed permit will be reissued in 2022 (October or November). Compilation of PCB congener data will be the first phase.
- Implementation of the Statewide Toxicity Provisions is just a few months away, as the provisions will soon be heading to USEPA for review.

**Member discussions**

- Several members reported recent and surprisingly positive experiences with third-party assessments. Virtual and in-person assessments are both now common.
- Members reported that performing a gap assessment ahead of audits was extremely valuable.

- Members discussed their experiences with training staff as TNI quality manuals are being developed, including the pros/cons of waiting until the manual is complete or doing trainings as the manual is developed chapter-by-chapter.

#### **TNI Training and Implementation**

- The 11th TNI training session with Diane Lawver is scheduled for Tuesday, May 17<sup>th</sup>, where the discussion topic will be personnel. Recordings of previous sessions are available through the [BACWA website](#) (password required).

#### **Upcoming Events**

The virtual ELAP conference is scheduled for May 31<sup>st</sup> to June 3<sup>rd</sup>. More information is [here](#).

**Next Regular Meeting : June 14, 2022, 10 AM – 12 PM** via Zoom

#### *Planned Guest Speakers at Upcoming Meetings:*

June 14, 2022 – Alexandria Turner, ELAP

August 9, 2022 – Xin Xu, EBMUD, Ion Chromatography for Volatile Fatty Acids

October 11, 2022 – Diane Lawver, IR Guns



Committee Request for Board Action: None

**26 attendees representing 9 member agencies**

**Change Management**

John Brietz from [Starboard Consulting](#) provided a presentation on [Change Management in Asset Management](#), with a focus on rollout of Computerized Maintenance Management Software (CMMS) such as [Maximo](#). Change Management is a people-focused activity that includes preparing for, designing, executing, and sustaining change. The presentation included three case studies of a power company, a wastewater treatment utility, and a public safety organization. The presentation and ensuing discussion noted the following:

- When crafting a scope of work for a consultant to implement CMMS software, change management activities (such as staff training) should be purposefully included or excluded. Sometimes this task is kept vague or left out as a cost-saving measure on competitive proposals. Someone -- agency staff and/or a consultant -- will need to complete the work, so the task should not be overlooked when developing a scope.
- Training should be conducted throughout the CMMS rollout. It is helpful to identify a team of “super-users” at the beginning of the project, and have them test the product with agency-specific data early on.
- Sustaining change is a significant challenge that affects every level of an organization. Shop crews need to be able to request updates; management support is likewise critical. Departments across an agency need to coordinate as the software becomes increasingly customized over time with agency-specific codes.

**Future Meeting Topics**

The August meeting topic will be Condition Assessment, with a presentation by Central San’s Nitin Goel and Michael Cunningham. For quarterly meetings in November 2022 onwards, attendees ranked the following discussion topics in order of preference:

1. Asset data capture Asset IDs, hierarchy structure, and new equipment
2. Tie: Work order management; trending information and dashboards
3. Tie: Spare parts; valve exercising program

**Next Meeting:** August 24, 2022 at 1:30 pm via Zoom

**Committee Request for Board Action:** None

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

**26 attendees (all participating remotely) representing 11 member agencies**

**Regional Recycled Water Evaluation Update**

HDR/Woodard & Curran has prepared about half (20 of 40) of the drafts of individual plant reports, and more are in progress. A more detailed schedule was provided at the [BACWA Annual Members Meeting](#) (see slides 14-17). Agencies should plan to review draft reports later this summer.

**EBMUD's East Bayshore Recycled Water Project – Water Quality Improvements Pilot Study**

An Bartlett (EBMUD) provided a detailed look at the water quality challenges of the East Bayshore Recycled Water Project, which has been delivering recycled water to customers in Oakland & Emeryville since 2008:

- The East Bayshore project has experienced challenges with infrastructure and water quality. The system cannot expand to reach additional customers because of the water quality challenges. Unfortunately, without expanding, the benefits of the project remain low compared to the costs.
- High TDS and high ammonia preclude the project's water from easily being used in cooling towers, for car washing, and for toilet flushing. During times of drought, typical TDS levels of 900 mg/L can increase up to 1,100 mg/L, which can be problematic for irrigating sensitive plants.
- The 3-year Water Quality Improvements Pilot Study will provide more information about how to overcome these water quality challenges. The pilot study is looking at (1) partial RO treatment to lower TDS levels; (2) full RO treatment followed by breakpoint chlorination to provide water for cooling towers that is low in ammonia; (3) a point-of-use treatment system for cooling towers; and (4) using a different supply other than treated wastewater from SD-1.

Following the presentation, participants discussed their water quality and customer service challenges.

**Site Supervisor Training Update**

The committee is moving forward with planning for a site supervisor training video, and is aiming to collect video footage this summer. SCWA volunteered to assist. Members willing to collect video of purple pipe, industrial uses, tech campuses, dust control, or construction uses should contact Stefanie Olson.

**Funding Updates** (Sachi Itagaki, Kennedy Jenks)

Sachi Itagaki (Kennedy Jenks) provided an update on state and federal funding opportunities. The [May Revision](#) of the state budget lists an \$1.5B of additional spending to accelerate water resilience and drought response. SRF funding availability is expected to be higher than in the past years, so agencies are advised to submit their SRF applications as soon as possible. State Water Board staff are encouraging submittal of applications even if they are incomplete (e.g., the "[General Application](#)"), as this helps the State assess the overall need for funding. [Recycled Water Facilities Planning Grants](#) are also still available.

**Legislative Updates** (Reena Thomas, EBMUD)

In April, national WaterReuse submitted a [comment letter to the FDA](#) on proposed agricultural water quality standards. The letter clarifies that recycled water is already treated to an appropriate level for ag reuse.

AB 2787 (Quirk) Microbeads/microplastics ban has passed committee into the Assembly floor. AB 2811 (Bennett) mandating onsite reuse for large commercial buildings will not move forward. Many other bills are still in committee. WaterReuse is recommending support of SB 1197 (Water Innovation program), AB2247 (PFAS registry), SB230 (CECs Program), and SB 911 (allowing progressive design-bid-build for larger public works projects). WaterReuse is considering opposition to SB 1157 (indoor water use standard) unless amended, and is also seeking amendments to SB1144 (water efficiency and graywater in state buildings). WaterReuse is watching SB 12 (heat standards for water infrastructure in fire hazard areas).

**Next Meeting** – Tuesday, July 19th, 10:30 am by Zoom

**Committee Request for Board Action: None**

**31 attendees, including representatives from 22 member agencies**

**San Diego Regional Water Board Investigative Order Research Update**

Ken Schiff of the Southern California Coastal Water Research Project (SCCWRP) provided an update on a [2019 Investigative Order](#) issued by the San Diego Regional Water Board to identify and quantify sources and pathways of human fecal material to the lower San Diego River watershed. A similar presentation was provided to the San Diego Regional Water Board on May 11, 2022 ([Video](#); agenda item begins at 47 minutes). SCCWRP is assisting with the scientific effort of quantifying human fecal loading, which the Regional Water Board may use to determine follow-up actions.

SCCWRP's research is combining several approaches to quantify human fecal bacteria loading to the watershed from sanitary sewer exfiltration, homeless populations, private sewer laterals, sanitary sewer overflows, and onsite wastewater treatment systems. From preliminary research, the team has determined that **wet weather** loading is the primary problem. The project is expected to be complete in December 2024. Ken explained two key aspects of the ongoing research, which are:

- **Homeless Populations** – Conducting a census and survey of sanitary habitats
- **Sanitary Sewers** – Using the unique microbial community that forms a biofilm in sanitary sewer pipes to determine which sub-watersheds have a signal that may reflect exfiltration.

Additional information about the sewer biofilm method is available from SCCWRP [here](#).

**SSS WDR Update**

Comments on the State Water Board's [public draft Sanitary Sewer Order](#) (SSS-WDR) were due on April 8<sup>th</sup>. A copy of all the comment letters submitted, including those of BACWA and individual BACWA member agencies, can be found in [this folder](#). BACWA and CASA will be discussing a training strategy with CWEA in the coming weeks. State Water Board staff are working on a final version of the SSS-WDR for consideration by the State Water Board by the end of 2022. Staff have requested a meeting with CASA representatives to discuss key dates in the SSS-WDR, such as the effective date.

**Effects of Water Conservation on Wastewater Agencies**

On May 11th, the State Water Board held a workshop on the potential impacts of forthcoming indoor water use efficiency standards on wastewater management. Regardless of the standards, conservation is expected to result in lower per-capita flows over time. Researchers at Sacramento State and partner institutions have recently completed modeling to estimate the statewide cost impacts of the proposed water use efficiency standards on wastewater agencies. Based on their research, annualized capital and operating costs for treatment and collection systems are estimated to increase by about 4% by 2030. Some agencies will be negatively impacted by higher wastewater concentrations and lower flows, while others may see benefits from reduced pumping costs. More information on this effort is available here:

- a) [SWB Presentation from 5/11/22 on Wastewater management study](#)
- b) [SWB Materials from 5/11/22 on Wastewater management workshop](#); [Video Recording](#)
- c) [SWB Task 5 – Summary of Environmental Effects](#)

**California Air Resources Board Advanced Clean Truck/Fleet Rule**

California is setting a course to end sales of internal combustion passenger vehicles by 2035, and to achieve carbon neutrality in transportation by 2045. CARB's proposed Advanced Clean Fleet Regulation would require 100% of fleet purchases to be Zero-Emission Vehicles (ZEVs) by 2027. Natural Gas vehicles would not qualify as ZEVs. CASA is seeking amendments this proposal to allow continued use of biogas as a clean, sustainable transportation fuel.

**Next Collection System Committee Meeting:** Thursday, August 11, 2022, 10 AM on Zoom



## Executive Director's Report to the Board April/May 2022

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### **EXECUTIVE BOARD MEETING AND SUPPORT**

- Worked with BACWA staff to plan and manage 4/15 Executive Board meeting
- Finalized notes and action items from 4/15 Executive Board meeting
- Conducted the Executive Board meeting agenda review with the BACWA Chair
- Finalized program for 2022 Annual Meeting
- Reviewed catering details and finalized logistics with venue for Annual Meeting, including final walk-through meeting, 5/4
- Developed presentations and hosted Annual meeting
- Updated agenda and hosted Joint meeting with R2 Water Board, 4/29
- Planned agenda for 6/17 Executive Board meeting
- Continued to track all action items to completion

### **COMMITTEES:**

- Updated committee budgets for FY23
- Attended Collection Systems joint meeting with CASA, 5/18
- Scheduled Managers Roundtable meeting
- Attended Recycled Water Committee, 5/17
- Discussed future of O&M Infoshare with group members

### **REGULATORY:**

- Meeting with Assemblymember Bauer-Kahan on AB2247 PFAS notification, 4/21
- Met with R2 EO to discuss joint meeting planning, 4/26
- Met with impacted agencies to discuss biosolids land application investigative order, 4/27
- Attended Exfiltration presentation to R9, 5/11
- Attended State Water Board water conservation impacts on wastewater workshop, 5/11
- Met with Summit Partners to strategize State Water Board engagement on conservation impacts to wastewater, 5/18
- Worked with BAAQMD to plan and schedule Reg 2 workgroup meeting
- Met with AIR committee members to plan engagement with BAAQMD Reg 2 working group and committee meeting, 5/13
- Attended California Water Quality Monitoring Council Meeting in Sacramento, 5/26
- Discussed appeal of new compost facility to Alameda County BOS with CASA and BABC leads, 5/31

### **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
- Participated in and drafted meeting notes for NMS Planning Subcommittee meeting, 4/19

- Attend NBS/NMS fundraising joint subcommittee meeting, 4/13, 4/27, 5/4, 5/18
- Met with SFEI staff on WQIF grant proposal, 4/25
- Hosted NST meeting to discuss baseline calculation alternatives, 4/28
- Discussed statistical alternatives for baseline and compliance with consultant
- Attended and drafted minutes for NMS Steering Committee meeting, 5/3
- Attended SCCWRP OAH CTAG meeting, 5/12
- Reviewed SCCWRP presentation to R9 and SOCWA adoption, 5/12
- Discussed future of NMS with R2 EO and Science manager, 5/24
- Hosted proUCL tutorials for BACWA members, 5/13, 5/19
- Attended SCCWRP OAH TAG, 5/31

#### **FINANCE:**

- Reviewed the monthly BACWA financial reports per EBMUD's new accounting system
- Finalized FY23 BACWA Budget and Workplan
- Reviewed and approved invoices

#### **COLLABORATIONS:**

- Participated in WRF NBS research planning sessions 4/19, 4/25, 4/29
- Participated in USEPA Tire Particle Pollution Roundtable, 4/19
- Attended RMP Microplastics Workgroup meeting, 4/20
- Attended BayCAN Regional Meeting, 4/27
- Attended SFEP Implementation Committee meeting, 5/18
- Attended CASA RWG Biosolids and Water meetings 4/21 and 5/19
- Attended CASA ACE meeting, 4/28
- Met with CASA to plan CWSP meeting, 4/29
- Participated in planning meeting for BAOWN conservation workshop, 5/13, 5/27
- Communicated with R2 Board members about how to contribute to Bruce Wolfe scholarship fund
- Discussed PFAS Non Target Analysis with Water Board staff, 5/3
- Developed presentation on R2 collaboration, and attended Clean Water Summit Partners meeting, 5/23

#### **ASC (AQUATIC SCIENCE CENTER)**

- Reviewed materials sent via email by ASC ED
- Worked with ASC ED on compliance with AB361
- Attended SFEI/ASC Board meeting 4/29

#### **BABC (BAY AREA BIOSOLIDS COALITION)**

- Attended and developed summary of meetings, 4/18 and 5/9
- Discussed invoicing issues with AED

#### **BACC (BAY AREA CHEMICAL CONSORTIUM)**

- Discussed chemical costs with members
- Reviewed communications with BACC members

#### **BACWWE (BAY AREA COALITION FOR WATER/WASTEWATER EDUCATION)**

- 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.
- 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 2022 – September 2022 Meetings

<b>DATE</b>	<b>AGENDA ITEMS</b>
July 15, 2022	<b>Approvals &amp; Authorizations:</b> <ul style="list-style-type: none"><li>•</li></ul> <b>Policy / Strategic Discussion:</b> <ul style="list-style-type: none"><li>•</li></ul> <b>Operational:</b> <b>Pardee Planning</b>
August 19, 2022	<b>Approvals &amp; Authorizations:</b> <ul style="list-style-type: none"><li>•</li></ul> <b>Policy / Strategic Discussion:</b> <ul style="list-style-type: none"><li>• RMP Update – Melissa Foley</li><li>• Operational:</li></ul> <b>Pardee Planning</b> <b>Pardee Technical Seminar</b>
September 8 & 9, 2022	



BACWA ACTION ITEMS

Number	Subject	Task	Responsibiity	Deadline	Status
Action Items from April 2022 BACWA Executive Board Meeting			resp.	deadline	status
2022.3.42	Plain-language review of nutrient science program	BACWA ED to work with SFEI to augment plain-language review to include graphics, simplified text, and a summary of what we have learned so far.	ED		on going
2022.4.42	Draft agenda for 4/29 joint meeting with R2	BACWA RPM to update agenda with suggestions and send to RWB for feedback. ED will send draft agenda to R2, then foma; to BACWA Executive Board members.	RPM / ED	4/20/2022	complete
2022.4.43	Debrief from kickoff BAAQMD workgroup meeting	BACWA ED to share Word version of draft meeting summary	ED	4/21/2022	complete
2022.4.44	Nutrients - March 29/30, 2022 Model Advisory Group meeting	BACWA ED to share presentation slides and transcript with BACWA Executive Board and RWB. Item will also be added to BACWA \ RWB meeting agenda.	ED	4/22/2022	complete
2022.4.45	Nutrients - Regulatory	BACWA ED to share slides with BACWA community.	ED	4/18/2022	complete
2022.4.46	2022 Annual Meeting Program and logistics	BACWA ED will share with community that BACWA strongly recommends wearing masks and that speakers will not be required to wear masks.	ED	4/24/2022	complete
Action Items Remaining from Previous BACWA Executive Board Meetings					

FY22: 45 of 46 Action items are completed  
FY21: 51 of 51 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

April 2022

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**ANNUAL MEETING:** Began preparation of slides for annual meeting presentation; assisted with outreach for Annual Meeting registration.

**BACWA BULLETIN:** Completed and circulated March Bulletin.

**NUTRIENTS:** Participated in Nutrient Strategy Team meeting and prepared summary.

**SSS-WDR:** Completed preparation of technical comments on public draft SSS-WDR to be submitted to State Water Board on behalf of BACWA and other clean water agencies. Finalized and submitted BACWA's comment letter.

**PFAS:** Attended preparation meeting for CASA and State Water Board staff presentations on PFAS in wastewater delivered to State Water Board on April 5<sup>th</sup>.

**CLIMATE CHANGE:** Prepared draft comment letter on Climate Change Basin Plan amendment; discussed with Executive Board member; finalized comment letter. Attended BayCAN.

**CWEA:** Completed preparation of slides for "Regulatory 101" session at CWEA Annual Conference; attended conference and presented.

### **COMMITTEE SUPPORT:**

**Asset Management** – Assisted with meeting scheduling.

**Collection Systems** – See SSS-WDR section above.

**Laboratory** – Assisted with April TNI training session logistics; assisted with implementation of TNI materials sharing site on BACWA's Box.com server. Prepared for, attended, and prepared notes for April Lab committee meeting.

**Permits** – Prepared for, attended, and prepared notes for April Permits committee meeting.

**Pretreatment** – Assisted with meeting scheduling.

**Recycled Water** – Participated in planning meeting for site supervisor training video; conducted outreach to video editing firms to request quote.

**Executive Board** – Attended Executive Board meeting and presented on Climate Change Basin Plan amendment, SSS-WDR, and other topics.

**ADMINISTRATION/STAFF MEETING** – Participated in staff meeting and venue visit to prepare for Annual Meeting.

### **BACWA MEETINGS ATTENDED:**

Lab Committee (4/26)

Lab Committee TNI Training (4/19)

Permits Committee (4/26)

Nutrient Strategy Team (4/28)

Executive Board (4/15, 4/29)

### **EXTERNAL EVENTS ATTENDED:**

RMP Emerging Contaminants Workgroup (4/11, 4/12)

CASA RWG Workgroup Meeting (4/21)

BayCAN (4/27)

CASA ACE Workgroup (4/28)



## Regulatory Program Manager's Report to the Executive Board

May 2022

**ANNUAL MEETING:** Completed preparation of slides for annual meeting presentation; presented at Annual Members' Meeting; assisted with posting meeting materials on BACWA website.

**BACWA BULLETIN:** Completed and circulated May Bulletin; Completed draft June Bulletin.

**NUTRIENTS:** Attended Nutrient Steering Committee meeting and ProUCL tutorial.

**PFAS:** Reviewed EPA's aquatic life objectives, and other EPA strategic roadmap actions.

**SSS-WDR:** Coordinated with CASA regarding June meeting with State Water Board staff to discuss key due dates in the draft SSS-WDR. Provided schedule update at May Collection Systems committee meeting.

**WATER CONSERVATION:** Participated in planning discussions and meeting with State Water Board staff to discuss the impacts of water conservation on wastewater agencies.

### COMMITTEE SUPPORT:

**Asset Management** – Attended May meeting and prepared notes; assisted with scheduling of August meeting.

**BAPPG** – Finalized and submitted comment letter to EPA on chemical review process; participated in steering committee meeting; reviewed and edited Baywise website.

**Collection Systems** – Attended May joint meeting with CASA/SCAP and prepared notes; assisted with identifying a speaker for August meeting.

**Laboratory** – Assisted with May TNI training session logistics; issued attendance certificates to committee members; prepared draft agenda for June meeting.

**Permits** – Prepared draft agenda for June meeting; continued review of toxicity provisions implementation language.

**Pretreatment** – Assisted with preparations for June meeting; prepared slides for BACWA update at June meeting.

**Recycled Water** – Attended May meeting and prepared notes; participated in planning meeting for site supervisor training video; prepared draft script for video.

**Executive Board** – Assisted with preparations for June meeting.

**ADMINISTRATION/STAFF MEETING** – Participated in staff meeting.

### BACWA MEETINGS ATTENDED:

Annual Members Meeting (5/6)  
BAPPG Steering Committee (5/10)  
Asset Management Committee (5/10)  
ProUCL Tutorial (5/13)  
Lab Committee TNI Training (5/17)  
Recycled Water Committee (5/17)  
Collection System Committee (5/18)

### EXTERNAL EVENTS ATTENDED:

Nutrient Management Steering Committee (5/3)  
NACWA State and Regional Workgroup (5/4)  
Bay Planning Coalition Spring Summit (5/13, partial)  
CASA Biosolids and Water Regulatory Workgroups (5/19)