



Executive Board Meeting
AGENDA
Friday, June 16, 2023 9:00 AM - 12:00 PM (PDT)
Orinda Watershed Headquarters
 To attend the meeting via Zoom or submit a comment please [request access](#).

Agenda Item	Time	Pages
ROLL CALL, INTRODUCTIONS, AND TELECONFERENCE ETIQUETTE	9:00 AM	
PUBLIC COMMENT Guidelines	9:05 AM	
CONSIDERATION TO TAKE AGENDA ITEMS OUT OF ORDER		
CONSENT CALENDAR	9:20 AM	
1 April 21, 2023 BACWA Executive Board meeting minutes		3-7
2 April 21, 2023 BACWA NST Special Executive Board meeting minutes		8-9
3 April 27, 2023 Joint meeting with R2 Special Executive Board meeting minutes		10-12
4 May 19, 2023 BACWA NST Special Executive Board meeting minutes		13-15
5 April 2023 Treasurer's Report		16-24
APPROVALS AND AUTHORIZATIONS	9:10 AM	
6 <u>Approval</u> : BAR BACWA Chair and Vice-Chair for FY24		25
7 <u>Approval</u> : BAR BACWA FY24 Staff contract amendments		26-43
8 <u>Approval</u> : BAR BACC FY23 Administration contract, \$38,520		44-46
9 <u>Approval</u> : BAR for As-Needed Legal and IT support FY24		47-50
10 <u>Approval</u> : Amendment #2 for FY23 NMS Reviewer Contract, \$50,000		51-57
11 <u>Approval</u> : BAR Quality Assurance Solutions contract for FY23, \$3,900		58-62
12 <u>Approval</u> : Amendment #4 for Carollo Engineers FY23 AIR committee support, \$95,000		63-71
13 <u>Approval</u> : Contract for Stephanie Hughes for FY24 BAPPG professional outreach support, \$19,000		72-74
14 <u>Approval</u> : Amendment #2 Stephanie Hughes pesticides regulatory support FY23 Contract, \$69,000		75-85
15 <u>Approval</u> : Amendment # 5 for SGA FY24 BAPPG Support, \$32,000		86-91
16 <u>Approval</u> : EGAD FY24 No Cost Extension for Recycled Water support		92-95
17 <u>Approval</u> : Amendment #3 Carollo Contract for FY24 BABC Support, \$120,000		96-103
18 <u>Approval</u> : CIEA No Cost Extension for Risk reduction		104-113
POLICY/STRATEGIC	9:25 AM	
19 <u>Discussion</u> : Debrief on 6/12 BAAQMD/BACWA Reg 2 Workgroup meeting		114-118
20 <u>Discussion</u> : SSS WDR next steps		119
21 <u>Discussion</u> : Request to join CMSA Satellite Permit Petition BACWA/CASA Comments on CMSA Permit		
22 <u>Informational</u> : PFAS Phase 2 completion schedule and next steps		
23 <u>Discussion</u> : Finalizing NBS and RW evaluations		
24 <u>Discussion</u> : Updated SOW for RW study and synthesis		
25 <u>Informational</u> : May 12 2023 Draft NMS Steering Committee meeting minutes		120-124
26 <u>Discussion</u> : Draft agenda for 6/27 Joint meeting with R2		125
27 <u>Informational</u> : Dr Teng-Chung Wu Pollution Prevention Nominations due June 30		126
28 <u>Informational</u> : Chlorine Residual Blanket Permit Amendment - BACWA comments		
5 MIN BREAK		
OPERATIONAL	10:30 AM	
29 <u>Discussion</u> : 2023 Annual Meeting Debrief and Date for 2024 2023 Annual Meeting Page		
30 <u>Discussion</u> : Logistics and invitations for Pardee Technical Seminar Sept 8-9, 2023		127
31 <u>Discussion</u> : BACWA Committee Succession Planning		128
32 <u>Discussion</u> : Memorial for David Williams		
33 <u>Discussion</u> : Meeting locations for CY 2023		129
34 <u>Discussion</u> : Request to fund WEF Scholarship in honor of David Jenkins		130-132
35 <u>Informational</u> : BACC Update - Annual meeting August 22		
REPORTS	11:50 PM	

36	Committee Reports		133-141
37	Member highlights		
38	Executive Director Report		142-144
39	Board Calendar and Action Items		145-146
40	Regulatory Program Manager Report		147
41	Other BACWA Representative Reports		
	<ul style="list-style-type: none"> a. RMP Technical Review Committee b. RMP Steering Committee c. Summit Partners d. ASC/SFEI e. Nutrient Governance Steering Committee <ul style="list-style-type: none"> e.i Nutrient Planning Subgroup f. SWRCB Nutrient SAG h. BAIRWMP i. NACWA Emerging Contaminants j. CASA State Legislative Committee k. CASA Regulatory Workgroup l. RMP Microplastics Liaison m. Bay Area Regional Reliability Project n. WaterReuse Working Group o. San Francisco Estuary Partnership p. CPSC Policy Education Advisory Committee q. California Ocean Protection Council r. Countywide Water Reuse Master Plan s. CHARG - Coastal Hazards Adaptation Resiliency Group t. California Water Quality Monitoring Council 	Mary Lou Esparza, Yuyun Shang, Samantha Engelage Karin North; Amanda Roa; Eric Dunlavey Lorien Fono; Amit Mutsuddy Lorien Fono; Amit Mutsuddy; Lori Schectel Eric Dunlavey; alternates: Lori Schectel Eric Dunlavey Lorien Fono Cheryl Munoz; Florence Wedington; Lorien Fono Karin North; Melody LaBella Lori Schectel Lorien Fono; Mary Cousins Artem Dyachenko Jackie Zipkin Cheryl Munoz Lorien Fono; Jackie Zipkin Colleen Henry Lorien Fono Karin North, Pedro Hernandez Jackie Zipkin Lorien Fono	
42 SUGGESTIONS FOR FUTURE AGENDA ITEMS		11:59 PM	
NEXT MEETING			
The next meeting of the Board is scheduled for July 21, 2023			
ADJOURNMENT		12:00 PM	



Executive Board Meeting

Friday, April 21, 2023

ROLL CALL AND INTRODUCTIONS

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

Other Attendees and Guests:

Name	Agency/Company
Amanda Roa	Delta Diablo
Alicia Chakrabarti	EBMUD
Andre Gharagozian	Carollo Engineers
Azalea Mitch	City of San Mateo
Blake Brown	CCCSD
Brett Fergusson	Hazen and Sawyer
Dave Richardson	Woodard & Curran
David Donovan	City of Hayward
Diane Griffin	DSRSD
Diana Lin	SFEI
Jennifer Dymont	BACWA
Lorien Fono	BACWA
Mary Cousins	BACWA
Mary Lou Esparza	CCCSD
Melanie Tan	Kennedy Jenks
Miguel Mendez	SFEI
Ramen Patel	BDP Enviro Tech
Talyon Sortor	FSSD
Tom Hall	EOA
Violetta Muselli	Civic Edge

Amit started the meeting at 9:05am

Agenda Item

ROLL CALL, INTRODUCTIONS, AND TELECONFERENCE ETIQUETTE

PUBLIC COMMENT - Ramen Patel from BDP Enviro Tech provided information about his company's biological wastewater treatment technology, which can remove ammonia and total nitrogen. No other public comment.

CONSIDERATION TO TAKE AGENDA ITEMS OUT OF ORDER

- None

CONSENT CALENDAR

1 March 17, 2023 BACWA Executive Board meeting minutes

2 March 17, 2023 BACWA NST meeting minutes

3 February 2023 Treasurer's Report

Consent Calendar Items 1 thru 3: A motion to approve was made by Jackie Zipkin (East Bay Dischargers Authority) and seconded by Eric Dunlavey (City of San Jose). The motion was approved. SFPUC was not present and Central San abstained.

APPROVALS AND AUTHORIZATIONS

4 Approval: FY 23/24 Contract with Civic Edge for Communications Support, \$20,000 – BACWA Executive Director provided background about the need for a communications support contractor, and Violetta Muselli from Civic Edge gave a presentation about the scope of work.

Item 4: A motion to approve was made by Lori Schectel (Central Contra Costa Sanitary District) and seconded by Eric Dunlavey (City of San Jose). The motion was approved unanimously.

5 Approval: FY 24 BACWA Budget and Workplan

Item 5: A motion to approve was made by Amit Mutsuddy (EBMUD) and seconded by Jackie Zipkin (East Bay Dischargers Association). The motion was approved unanimously.

POLICY/STRATEGIC

6 Discussion: Debrief on 4/5 BAAQMD Finance and Administration Com. Meeting Committee agenda – BACWA Executive Director summarized the presentation she gave at the Air District meeting, which was a follow-up to [this letter](#) from BACWA to Air District Board members.

7 Discussion: SSS WDR next steps - BACWA Regulatory Program Manager shared that on May 3rd the Clean Water Summit Partners will host another webinar regarding compliance with the reissued General Order for Sanitary Sewer Systems (SSS-WDR). [Registration link](#) was shared with group.

8 Informational: RW interagency collaboration workshop date – BACWA Executive Director shared that a workshop will be held on September 20th to discuss collaboration between water and wastewater agencies on recycled water. BACWA Executive Director will be recruiting additional participants from the water sector.

9 Informational: Air toxics testing update – BACWA Executive Director described that a statewide study of air toxics is being developed by CASA. BACWA is participating in a group scoping out Phase 1 of a two-step study, which will involve narrowing down the list of compounds from AB2588 into those that can be quantified. The group is meeting with CARB on 4/25 to discuss the study plan. Per the approved FY24 Budget, BACWA plans to provide funds to CASA on behalf of member agencies participating in the study, then invoice members for participation in FY25.

10 Discussion: Draft sign-off letters for NBS and RW evaluations - BACWA Executive Director shared draft letters with the group. BACWA ED asked for feedback and approval on draft letters. Letters are due July 1, 2023. The group discussed the meaning of contract supervision and timing of completion for the draft reports by the consultant teams.

Action Item: BACWA Executive Director to share draft letters and draft reports with agencies.

10 min break

11 Discussion: Draft agenda for 4/27 Joint meeting with R2 - BACWA Executive Director shared draft agenda with group and asked for feedback. Eric Dunlavey gave a summary of the RMP emerging contaminant workgroup meeting. For 2024, the workgroup is recommending a synthesis document of PFAS studies; stormwater remote sampling studies; studies of OPEs (flame retardants), bisphenols, and other plastic additives in wastewater, as well as a study of PFAS TOP in Bay water. The group discussed topics and adjusted the agenda.

12 Informational: PFAS presentation - Diana Lin from SFEI shared study update on PFAS Phase 2 project which is concentrated on investigation around PFAS sources in sewershed. Diana shared slides on PFAS analysis, Phase 1 influent, effluent & biosolids concentrations using the targeted and TOP methods. Diana also shared slides on Phase 2 priority study questions to inform management of PFAS entering sewershed and preliminary results. Diana summarized preliminary findings of potential sources of PFAS and industrial laundry service was discussed at length. SFEI plans to complete the data QA/QC in May and work on the data interpretation April thru September, and they will upload the target analyte from influent, effluent, and biosolids to Geotracker in July. The final report should be available Dec 2023 to Mar 2024. The group discussed the report results and what to present at the Annual Meeting.

Action item: BACWA Executive Director to share copies of Diana's slides in advance of the Annual Meeting.

OPERATIONAL

13 Discussion: Annual Meeting Final Program - BACWA Executive Director shared Annual Meeting final program with group. BACWA ED summarized topics, speakers and moderators for the day.

Action Items: BACWA ED to work with speakers on the extreme precipitation presentation.

14 Discussion: Memorial video for David Williams - BACWA Executive Director sent out a link to group to create a video about David Williams ([text option](#), [video option](#)).

15 Discussion: Meeting locations for CY 2023 - BACWA Executive Director shared meeting locations for remainder of 2023.

16 Informational: BACC Update and cost comparison – BACWA Assistant Executive Director shared [webpage](#) with BACC cost comparison chart.

REPORTS

17 Committee Reports - In the packet

18 Member highlights - EBMUD shared plant split stream updates. SFPUC shared that Greg Norby is moving to Central San at the end of May. Central San shared that Florence Wedington has joined the Board and that Tim Potter retired. City of San Jose shared staffing changes and openings.

19 Executive Director Report - In the packet.

20 Board Calendar and Action Items - In the packet.

21 Regulatory Program Manager Report - In the packet.

22 Other BACWA Representative Reports

a. RMP Technical Review 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; Amit Mutsuddy; Lori Schectel

e. Nutrient Governance Steering Committee Eric Dunlavey; alternates: Lori Schectel

e.i Nutrient Planning Subgroup Eric Dunlavey

f. SWRCB Nutrient SAG Lorien Fono

h. BAIRWMP Cheryl Munoz; Florence Wedington; Lorien Fono

i. NACWA Emerging Contaminants Karin North; Melody LaBella

j. CASA State Legislative Committee Lori Schectel

k. CASA Regulatory Workgroup Lorien Fono; Mary Cousins

l. RMP Microplastics Liaison Artem Dyachenko

m. Bay Area Regional Reliability Project Jackie Zipkin

n. WaterReuse Working Group Cheryl Munoz

o. San Francisco Estuary Partnership Lorien Fono; Jackie Zipkin

p. CPSC Policy Education Advisory Committee Colleen Henry

q. California Ocean Protection Council Lorien Fono

r. Countywide Water Reuse Master Plan Karin North, Pedro Hernandez

s. CHARG - Coastal Hazards Adaptation Resiliency Group Jackie Zipkin

t. California Water Quality Monitoring Council Lorien Fono

23 SUGGESTIONS FOR FUTURE AGENDA ITEMS

NEXT MEETING The next meeting of the Board is scheduled for June 16, 2023

ADJOURNMENT 11:48 PM



Nutrient Strategy Team April 21, 2023 Meeting Summary

ATTENDEES:

Executive Board Representatives: Lori Schectel (Central Contra Costa Sanitary District); Amit Mutsuddy (EBMUD), Eric Dunlavey (San José); Jacqueline Zipkin (East Bay Dischargers Authority); Amy Chastain (San Francisco Public Utilities Commission)

Other Attendees:

<u>Name</u>	<u>Agency/Company</u>
Lorien Fono, Mary Cousins	BACWA
Andre Gharagozian	Carollo
Mary Lou Esparza, Blake Brown, Dan Frost, Amanda Cauble	CCCSD
Amanda Roa	Delta Diablo
Don Gray	EBMUD
Tom Hall	EOA
Talyon Sortor, Jordan Damerel	FSSD
David Donovan	Hayward
Azalea Mitch	San Mateo
Dave Senn, Pradeep Mugunthan	SFEI / Four Peaks
Jennie Pang, Nohemy Revilla	SFPUC
Melody Tovar	Sunnyvale
Jennifer Harrington	Vallejo FWD

Amit Mutsuddy called the meeting to order at 12:15 pm, and led introductions. The meeting was conducted in hybrid format, with participants joining virtually and in-person at SFPUC. There was no public comment. The main goals of the meeting were to prepare for upcoming engagement with Regional Water Board staff on BACWA's nutrient reduction planning efforts, and to receive a primer on the Bay model from Dave Senn, Lead Scientist for the Nutrient Management Strategy.

BACWA NUTRIENT REDUCTION NARRATIVE

The ED provided excerpts from a presentation, "The future of nutrient management in the San Francisco Bay," to obtain feedback from the NST and prepare for engagement with Regional Water Board staff on April 27. Compared to the version shared at the previous NST meeting in March, there is a new slide about how science will inform nutrient management in the Bay. The group discussed minor changes to the graphics in the presentation, and suggested edits to some of the descriptions of nutrient management projects listed (example: EBMUD's project is not a pilot project; "right-sizing" resource recovery at EBMUD will be completed by June; San Mateo's plant will be commissioned by 2024; San Jose expects Phase 1 of plant upgrades to compensate for solids handling to be completed by 2029). A similar presentation will be provided to the Regional Water Board at its May 10th Board Meeting ([agenda](#)).

The group expressed support for the concept of listing nutrient reduction projects in the Fact Sheet of the 3rd Nutrient Watershed Permit, while the legally enforceable portion of the Permit could require annual status reporting. Attendees also noted that it would be helpful to have cost information compiled for the projects in a way that makes costs comparable between projects (i.e., similar assumptions about cost basis).

PRIMER ON THE BAY MODEL – QUESTIONS TO INFORM MANAGEMENT DECISIONS

Dave Senn provided a review of the structure of the numeric model of Bay hydrodynamics and biogeochemistry that has been prepared by the Nutrient Management Strategy science team over the last decade. The model will soon be used to begin testing scenarios to inform management decisions. The model is able to accept as input any configuration of nutrient loads from POTWs that the NMS stakeholders would like to test (i.e., it's possible to test a 50% reduction by all POTWs, or adjust individual POTWs). Dave Senn recommended that we begin scenario testing of management decisions with a water year that has the most data available, then gradually add additional water years (maybe 2 more for a total of 3, then many more after that). He also noted that the model is very sensitive to suspended sediment and light conditions. The model incorporates self-shading due to phytoplankton growth, but the effects of sediment on light conditions has to be externally adjusted.

The group discussed the importance of having many model runs so that we can assess sensitivity to natural variability in external forcing (wind, hydrology, light) as well as anticipated variability in anthropogenic factors (nutrient loads, salt pond reconnections, sea level rise, etc.). The group also discussed the importance of determining which outputs will be provided by the model (chlorophyll a, DO, etc.), since these outputs are directly related to management questions.

NEXT STEPS

- Update the presentation on nutrient management based on feedback provided at the meeting (*completed 4/26; circulated by email from Lorien*).
- Schedule an NST meeting in May (*meeting tentatively scheduled for May 19*).
- Work with Regional Water Board staff to develop recommended model inputs and outputs to begin preliminary scenario testing.



Special Executive Board Meeting Minutes Joint Meeting with Regional Water Board Staff April 27, 2023

ROLL CALL AND INTRODUCTIONS

Executive Board Representatives: Lori Schectel (Central Contra Costa Sanitary District); Eric Dunlavey (San José), Amit Mutsuddy (EBMUD); Jacqueline Zipkin (East Bay Dischargers Authority); Amy Chastain (SFPUC).

Other Attendees:

Name	Agency/Company
Lorien Fono	BACWA
Mary Cousins	BACWA
Mary Lou Esparza	Central Contra Costa Sanitary District
Don Gray	EBMUD
Tom Hall	EOA
David Donovan	Hayward
Bill Johnson	Regional Water Board
Eileen White	Regional Water Board
James Parrish	Regional Water Board
Richard Looker	Regional Water Board
Robert Schlipf	Regional Water Board
Tom Mumley	Regional Water Board
Jennifer Voccola-Brown	San José

Amit Mutsuddy began the meeting at 1:05 pm and led the attendees through introductions. There was no public comment.

AGENDA ITEMS

Agenda Item 1 – Agency Updates

Agencies provide updates on recent staffing changes and other items of interest. Regional Water Board staff noted that Debbie Phan will be returning to Region 2; Natlie Lee is starting in the NPDES division; and the [Strategic Workplan](#) was presented to the Board in March ([overview version](#)). The [May 10th Board meeting](#) will include an item on the Nutrient Management Strategy. SFPUC shared that Joel Prather is serving as interim Assistant General Manager for the Wastewater and Stormwater Enterprise. Central San shared that Greg Norby will be joining as the Deputy General Manager, and Florence Wedington has been selected as a new board member. San Jose noted that there is an open recruitment for the Asst. Director of Environmental Services.

Agenda Item 2 – Constituents of Emerging Concern

State Water Board staff continue to work internally on developing a statewide CECs program. On April 27th, the Regional Water Board held a staff training event related to CECs. The training event

was well-received, particularly DTSC's presentation, and some materials may be useful for BACWA members. The RMP Emerging Contaminants Workgroup recently convened and prioritized several studies for 2024, including a study of organophosphate esters, bisphenols, and plastic additives. The concept is to sample at the five largest treatment plants, although this proposal should also be evaluated using BACWA's 2020 White Paper on CECs. Mass loading to the Bay is not the primary concern.

Agenda Item 3 – PFAS

Preliminary results from Phase 2 of the PFAS Regional Study will be presented at the May 5th BACWA Annual Members Meeting. Regional Water Board staff noted that there is likely to be a finding of impairment based on fish consumption in the next 303(d) listing cycle for San Francisco Bay. The next 303(d) cycle is in 2030 (data solicitation would occur in approx. 2026) and it is likely that by that date USEPA and/or OEHHHA will develop a fish consumption threshold applicable to the Bay. A 303(d) listing also results in effluent limitations for Bay dischargers unless the Regional Water Board makes a finding that the Bay can assimilate the discharge. EBDA staff noted that CASA and CDM Smith are continuing to coordinate on data interpretation from the statewide investigative order.

Agenda Item 4 – Recycled Water

Tom Mumley and Maggie Monahan are participating in the recycled water "Strike Team" with State Water Board staff. The team is tasked with identifying projects that may be developed to support the [Governor's Water Supply Strategy](#). BACWA will assist Regional Water Board staff with the task of incorporating the results of the regional recycled water study (due July 1) into the spreadsheet of potential projects that the Strike Team is compiling.

BACWA plans to co-host a workshop on September 20th bringing water and wastewater agencies together to discuss interagency collaboration on water recycling projects in the Bay Area. Regional Water Board staff supported the concept. BACWA may request use of Regional Water Board offices to host the workshop. Direct Potable Reuse regulations will be released soon, and will likely include requirements for sewershed monitoring and enhanced source control.

Agenda Item 5 – Chlorine

Regional Water Board staff are preparing a draft blanket permit amendment that will use the narrative water quality objective in the Basin Plan to derive new water quality-based effluent limit for chlorine. The proposal, which is a permitting-based approach rather than a change in water quality standards, will need to be reviewed by the Water Board's legal team and USEPA before release. USEPA does not plan to take action on the previous Basin Plan Amendment.

Agenda Item 6 – Nutrients

BACWA recently met with the Nutrient Management Strategy (NMS) modeling team to discuss development of modeling scenarios that could support the 3rd Nutrient Watershed Permit. In the near future, direct engagement between the modeling team and the Regional Water Board's NPDES division would also be useful. The memo "Management Information Needs from

Modeling” (by Richard Looker, February 10, 2023) is a useful reference for how modeling work can support the 3rd Permit.

Lorien Fono shared slides summarizing BACWA members’ planned nutrient load reductions over the next 10+ years. These projects are being planned because of the Regional Water Board’s communications that nutrient load reductions will be required in the 3rd Nutrient Watershed Permit. SFPUC is preparing a pilot plan for a split stream treatment configuration for summer 2023 and will share a brief written description soon. EBMUD plans to run the plant in 50% split stream configuration beginning in late May 2023, and will also conduct nitrous oxide monitoring. Regional Water Board staff recommended that BACWA share the information in the presentation with other stakeholders, such as NGOs.

NPDES division staff explained that their current thinking is for the 3rd Nutrient Watershed Permit to contain aggregate interim limits and aggregate final limits. The “final limits” would be lower than achievable during the 5-year permit term, and would therefore trigger a compliance schedule and interim limits. The “final limits” are final only in terms of the 5-year NPDES permit and the allowed 10-year compliance schedule, not “final” in the sense that no further reduction would be needed. The NMS would continue to develop the science of nutrient loading to the Bay, so that the next (4th) Watershed Permit could contain different “final limits” than the 3rd Permit. The interim limits would be enforceable.

Agenda Item 7 – Upcoming Events

- The BACWA Annual Meeting will be held on Friday, May 5th in Berkeley.
- The Pardee Technical Seminar will be held on Friday, September 8th at Pardee.
- Future meetings of this group may be extended to three hours to allow sufficient discussion time.

The meeting was adjourned at 3:30 PM.

ATTENDEES:

Executive Board Representatives: Lori Schectel (Central Contra Costa Sanitary District); Amit Mutsuddy (EBMUD), Eric Dunlavey (San José); Jacqueline Zipkin (East Bay Dischargers Authority); Amy Chastain (San Francisco Public Utilities Commission)

Other Attendees:

Name	Agency/Company
Lorien Fono, Mary Cousins	BACWA
Andre Gharagozian	Carollo
Mary Lou Esparza, Dan Frost, Amanda Cauble	CCCSD
Amanda Roa	Delta Diablo
Tom Hall	EOA
Talyon Sortor, Jordan Damerel, Emily Corwin, Meg Herston	FSSD
David Donovan	Hayward
Irene Chu	Hazen
Denise Conners	LWA
Monty Dill	Richmond Veolia
Azalea Mitch	San Mateo
Jennie Pang, Nohemy Revilla	SFPUC
Cameron Kostigen Mumper	Sunnyvale
Monte Hamamoto	SVCW
Tim Grillo	USD
Jennifer Harrington	Vallejo FWD

Amit Mutsuddy called the meeting to order at 9:10 am, and Lorien Fono led introductions. The meeting was conducted in hybrid format, with participants joining virtually and in-person at EBMUD. There was no public comment. The main goals of the meeting were to review plans for finalizing two special studies required by the 2nd Nutrient Watershed Permit; to debrief from recent meetings with the Regional Water Board and others; and to continue discussing BACWA's vision for load reductions in the 3rd Nutrient Watershed Permit.

WRAP-UP OF SPECIAL STUDIES REQUIRED BY 2ND WATERSHED PERMIT

For the special studies of nutrient removal via recycled water and via nature-based solutions, agencies will need to produce sign-off letters by June 22nd. The team working on the study of nature-based solutions has not used all of the budget, so additional work beyond the scope of the Watershed Permit requirement will continue after the final report is submitted by the July 1 due date. Additional work could include economic analysis for these multi-benefit projects.

DEBRIEF FROM RECENT MEETINGS WITH REGIONAL WATER BOARD AND OTHERS

The group discussed five recent meetings relevant to nutrient management:

- On April 27, the BACWA Executive Board held a joint meeting with Regional Water Board staff at Oro Loma SD. At the meeting, Regional Water Board staff shared their tentative plan for load caps in the 3rd Nutrient Watershed Permit, which could involve:
 - Interim effluent limitations (Bay-wide and individual) that must be met immediately;
 - Final effluent limitations (Bay-wide and individual) that would be significantly lower than current loading; and
 - A ten-year compliance schedule, which would likely be modified if the permit is reissued on time (after 5 years).

The “final” limits in the 3rd Watershed Permit would not necessarily be final for all time; they would likely be adjusted as scientific understanding deepens, or by regulatory actions such as a TMDL or Clean Water Act variance, which would be possible in 5-10 years. Regional Water Board staff have stated that individual (not just Bay-wide) final effluent limitations are needed for practical purposes in case the permit is not reissued within 10 years. This meeting also included a discussion on modeling output that is needed for management actions such as the 3rd Watershed Permit (see [February 2023 memo from Richard Looker](#)).

- On May 5, BACWA held its Annual Members Meeting– See [meeting page](#), which includes presentations from Tom Mumley (Regional Water Board) and Dave Senn (SFEI). NST attendees agreed that Dave Senn’s presentation contained the type of information that will be needed to support load reductions in the 3rd Watershed Permit, but additional technical information (such as data analysis and/or modeling) is needed to strengthen the argument.
- On May 10, the Regional Water Board heard an informational item on the Nutrient Management Strategy at its regular Board meeting. See [staff summary](#). Baykeeper and SFEI provided presentations; in the future, BACWA will be also given a chance to speak.
- On May 12, the NMS Steering Committee met – See [meeting materials](#). The NMS science team will benefit from \$3M in grant funding from NOAA’s MERHAB program. The meeting also included a discussion of nitrous oxide (N₂O) emissions; secondary treatment for nutrient removal can increase N₂O emissions. Conditions that favor the transformation of TIN to N₂O during wastewater treatment or in the Bay are not well-understood.
- On May 18, the State Water Board held a nutrient management workshop (see [materials](#)). Other Regional Water Boards were interested to hear about the SF Bay experience. The State Water Board’s role could involve water recycling policy, establishment of technology-based limits for POTWs, and work related to coastal ocean impacts.

CONTINUING DISCUSSION ON BACWA’S VISION FOR THE 3RD WATERSHED PERMIT

The group discussed the nutrient reduction projects that the BACWA Executive Director has summarized in recent presentations (e.g., at the [Annual Members Meeting](#)) and to what extent these need to be identified in the 3rd Watershed Permit. NST attendees discussed that this information could be useful in explaining the need for a 10-year compliance schedule (since the projects take years to complete) and/or could be developed as a requirement of the 3rd Watershed Permit.

May 19, 2023 NST Meeting Summary

The group also discussed the basis for interim and final effluent limitations in the 3rd Watershed Permit. Planning level targets from the 2nd Watershed Permit were the group's preferred choice for establishing interim effluent limitations in the 3rd Watershed Permit. For the "final" limits, if individual limits are needed, then they should be established in a way that facilitates trading or offsets among agencies.

NEXT STEPS

- Meet with Regional Water Board staff and SFEI staff on June 7th to develop a road map for modeling scenarios needed for development of the 3rd Watershed Permit.
- The NST will reconvene June 16th in Orinda.

The meeting was adjourned at 11:52 AM.



Bay Area Clean Water Agencies

A Joint Powers Public Agency

Leading the Way to Protect our Bay

May 19, 2023

MEMO TO: Bay Area Clean Water Agencies Executive Board
MEMO FROM: Samuel Feldman-Crough, Treasurer, East Bay Municipal Utility District
SUBJECT: Tenth Month FY 2023 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, 2022 through April 30, 2023** (Ten months of Fiscal Year 2023). 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),
- BACC Legal Reserve Fund (BACC Legal Rsrv),
- Water/Wastewater Operator Training (WOT),

Houck, Matt

From: Feldman, Samuel
Sent: Friday, May 19, 2023 4:32 PM
To: Houck, Matt
Subject: RE: April 2023 Treasurer's Report

Approved. Thanks!

Sam Feldman (he/him/his)
Manager of Budget
(510) 287-0441

From: Houck, Matt <matt.houck@ebmud.com>
Sent: Friday, May 19, 2023 10:23 AM
To: Feldman, Samuel <samuel.feldman@ebmud.com>
Subject: April 2023 Treasurer's Report

Hi Samuel,

Please approve BACWA - April 2023 Treasurer's Report for distribution.

Thanks,

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



MONTHLY FINANCIAL SUMMARY REPORT

April 2023

Fund Balances

In FY23 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 resources for BACWA staff, its committees, and other administrative needs. The ending fund balance on April 30, 2023, was \$702,253 which is significantly higher than the target reserve of \$229,098 which is intended to cover 3 months of normal operating expenses based on the BACWA FY22 budget. \$311,152 of the ending fund balance is shown on the BACWA Fund & Investments Balance Report April 30, 2023, 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 an actual unencumbered reserve of \$154,929 (i.e., actual fund balance of \$391,101 less target reserves) as of April 30, 2023.

CBC Fund: This fund provides the resources for completing special investigations as well as meeting regulatory requirements. The ending fund balance on April 30, 2023, was \$1,938,281 which is higher than the target reserve of \$1,000,000. \$545,908 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 \$725,692 (i.e., actual fund balance of \$1,725,692 less target reserves) as of April 30, 2023. 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 30, 2023 (83% of the FY) are at 100%

Expenses as of April 30, 2023 (83% of the FY) are at 75%

**FY 2023
BACWA BUDGET to ACTUAL**

							
BACWA FY23 BUDGET	<u>Line Item Description</u>	<u>FY 2023 Budget</u>	<u>Projected Revenue as of April 2023 Changes from budget in blue</u>	<u>Actual April 2023</u>	<u>Actual % of Budget April 2023</u>	<u>Variance</u>	<u>NOTES</u>
REVENUES & FUNDING							
Dues	Principals' Contributions	\$527,250	\$527,250	\$527,250	100%	\$0	FY23: 2% increase 5 @ \$105,450
	Associate & Affiliate Contributions	\$187,793	\$187,793	\$186,845	99%	-\$948	FY23: 2% increase. 12 Assoc: \$8702; 47 Affiliate: \$1743
Fees	Clean Bay Collaborative	\$675,000	\$675,000	\$674,250	100%	-\$750	Prin: \$450,000; Assoc/Affil: \$225,000
	Nutrient Surcharge	\$1,400,000	\$1,400,000	\$1,399,980	100%	-\$20	See Nutrient Surcharge Spreadsheet
	Voluntary Nutrient Contributions			\$0	0%	\$0	
Other Receipts	AIR Non-Member	\$7,217	\$7,217	\$7,217	100%	\$0	2% increase (Santa Rosa)
	BAPPG Non-Members	\$4,033	\$4,033	\$4,033	100%	\$0	2% increase (Sta Rosa, Sac Reg'l, Vacaville) \$1,344/each
	Other		\$18,489	\$18,489		\$18,489	reimbursement for four party funds and BAWSCA RW contribution
Fund Transfer	Special Program Admin Fees (WOT)	\$5,202	\$1,000	\$0	0%	-\$5,202	
	Special Program Admin Fees (BACC)	\$36,000	\$36,000	\$0	0%	-\$36,000	400 hours of AED support \$90/hr
	Special Program Admin Fees (BABC)	\$6,000	\$4,000	\$0	0%	-\$6,000	ED, AED and RPM support
Interest Income	LAIF	\$4,000	\$39,594	\$39,594	990%	\$35,594	BACWA, Legal, & CBC Funds invested in LAIF - higher rates than anticipated
	Higher Yield Investments						
	Total Revenue	\$2,852,495	\$2,900,376	\$2,857,658	100.18%	\$5,163	
BACWA FY23 BUDGET							
BACWA FY23 BUDGET	<u>Line Item Description</u>	<u>FY 2023 Budget</u>	<u>Projected Expense as of April 2023 Changes from budget in blue</u>	<u>Actual April 2023</u>	<u>Actual % of Budget April 2023</u>	<u>Variance</u>	<u>NOTES</u>
EXPENSES							
Labor							
	Executive Director	\$204,250	\$204,250	\$153,187	75%	-\$51,063	7.5% increase (flat in FY22)
	Assistant Executive Director	\$86,004	\$86,004	\$60,429	70%	-\$25,575	7.5% over FY21; \$71.67/hour; Reflects 1200 hours
	BACC Administrator	\$36,000	\$36,000	\$17,820	50%	-\$18,180	400 hrs AED support at \$90 per hr
	Regulatory Program Manager	\$142,223	\$142,223	\$103,557	73%	-\$38,666	7.5% increase (flat in FY22); \$103.35/hour, Reflects 1350 hours
	Total	\$468,477	\$468,477	\$334,993	72%	-\$133,484	
Administration							
	EBMUD Financial Services	\$43,297	\$43,297	\$20,650	48%	-\$22,647	2% increase
	Auditing Services	\$5,452	\$5,452	\$0	0%	-\$5,452	Financial Auditors through EBMUD; per auditor rate schedule
	Administrative Expenses	\$8,118	\$8,118	\$1,845	23%	-\$6,273	2% increase over FY22
	Insurance	\$8,132	\$7,571	\$7,571	93%	-\$561	15% increase over FY22 actual
	Total	\$64,999	\$64,438	\$30,066	46%	-\$34,933	
Meetings							
	EB Meetings	\$2,706	\$2,706	\$1,070	40%	-\$1,636	2% increase from FY22
	Annual Meeting	\$14,369	\$10,559	\$7,271	51%	-\$7,098	2% increase from FY22
	Pardee	\$6,668	\$3,432	\$3,432	51%	-\$3,236	2% increase from FY22
	Misc. Meetings	\$5,412	\$5,412	\$4,837	89%	-\$575	2% increase from FY22
	Total	\$29,155	\$22,109	\$16,610	57%	-\$12,544	
Communication							
	Website Hosting	\$714	\$714	\$189	27%	-\$525	2% increase from FY22, Go Daddy website hosting and domain registration
	File Storage	\$780	\$780	\$0	0%	-\$780	2% increase from FY22, box.net
	Website Development/Maintenance	\$1,561	\$1,561	\$1,050	67%	-\$511	2% increase from FY22
	IT Support	\$2,705	\$2,705	\$0	0%	-\$2,705	2% increase from FY22
	Other Commun	\$1,821	\$1,821	\$1,000	55%	-\$821	2% increase from FY22; MS Exchange, Survey Monkey, PollEv, Zoom, Netfile
	Total	\$7,581	\$7,581	\$2,239	30%	19 -\$5,341	

FY 2023
BACWA BUDGET to ACTUAL

EXPENSES							
Legal							
Regulatory Support	\$2,871	\$2,871	\$320	11%	-\$2,551	2% increase from FY22, Downey Brand LLP	
Executive Board Support	\$2,309	\$2,309	\$0	0%	-\$2,309	2% increase from FY22, Day Carter & Murphy LLP	
Total	\$5,181	\$5,181	\$320	6%	-\$4,861		
Committees							
AIR	\$96,000	\$96,000	\$59,088		-\$36,912	\$75k consulting support, \$20k support for ACE, \$1k misc expenses. Carollo Engineers	
BAPPG	\$130,600	\$130,600	\$90,637	69%	-\$39,963	Includes CPSC @ \$10,000, OWOW @ \$10,000, and Pest. Reg Spt. @ \$60,000	
Biosolids Committee	\$0	\$0	\$0		\$0		
Collections System	\$1,000	\$1,000	\$0	0%	-\$1,000	Same as FY23	
InfoShare Groups	\$1,000	\$1,000	\$492	49%	-\$508		
Laboratory Committee	\$6,400	\$6,400	\$2,454	38%	-\$3,946	TNI standard training and meetings	
Permits Committee	\$1,000	\$1,000	\$80	8%	-\$920		
Pretreatment	\$1,000	\$1,000	\$0	0%	-\$1,000		
Recycled Water Committee	\$20,000	\$20,000	\$6,191	31%	-\$13,809		
Misc Committee Support	\$45,000	\$45,000	\$4,210	9%	-\$40,790		
Manager's Roundtable	\$1,000	\$0	\$0	0%	-\$1,000		
Total	\$303,000	\$302,000	\$163,151	54%	-\$139,849		
Collaboratives							
Collaboratives							
State of the Estuary (SFEP-biennial)	\$20,000	\$20,000	\$0	0%	-\$20,000	Biennial in Odd Fiscal Years. (Paid biennially in odd years for even year conference)	
Arleen Navarret Award	\$2,500	\$2,500	\$2,500	0%	\$0	Biennial in Even Fiscal Years. Increase in FY20. 2022 Award to be paid in FY23	
BayCAN	\$5,000	\$5,000	\$0	0%	-\$5,000		
Bay Area One Water Network	\$5,000	\$5,000	\$0	0%		New for FY23	
Bruce Wolf Scholarship	\$4,000	\$4,000	\$0	0%		FY22, FY23, FY24, FY25 FY26	
Misc	\$1,500	\$1,500	\$0	0%	-\$1,500	NBWA	
Total	\$38,000	\$38,000	\$2,500	7%	-\$35,500		
Other							
Unbudgeted Items							
Other	\$0	\$0	\$0	0%	\$0		
	\$0		\$0	0%	\$0		
Tech Support							
Technical Support							
Nutrients							
Watershed	\$1,800,000	\$1,800,000	\$1,800,000	100%	\$0	Advance funding for 2nd Watershed Permit Sciece Studies; Final \$ TBD	
NMS Voluntary Contributions	\$0	\$0	\$0	0%	\$0		
Additional work under permit	\$100,000	\$100,000	\$83,040	83%	-\$16,960	Includes HDR PO for \$225k spread out over FY20-24.	
Regional Study on Nature based systems	\$248,811	\$168,811	\$40,366	16%	-\$208,445	SFEI \$500K, expires 06/30/2023	
Regional Recycling Evaluation	\$63,525	\$63,525	\$6,500	10%	-\$57,025	HDR \$154K, expires 12/31/2023	
Nutrient Workshop(s)	\$0	\$0	\$0	0%	\$0	Pilot Studies/Plant Review/InDecative Technologies	
NMS Reviewer	\$50,000	\$50,000	\$8,480	17%	-\$41,520	M. Connor Contract	
General Tech Support	\$100,000	\$100,000	\$0	0%	-\$100,000	AB617 emissions factors, PFAS, other nutrient support	
CEC Investigations	\$140,000	\$80,000	\$97,650	70%	-\$42,350	PFAS Study Phase II, schedule running later than anticipated	
Risk Reduction	\$12,500	\$12,500	\$0	0%	-\$12,500	APA FSS completed \$12,500 contract in FY20, CIEA will complete \$12,500 contract in FY23	
Total	\$2,514,836	\$2,374,836	\$2,036,036	81%	-\$478,800		
TOTAL EXPENSES	\$3,431,228	\$3,282,622	\$2,585,915	75.36%	-\$845,313		
PROJECTED EXPENSE DEVIATION FROM BUDGET		-\$148,607					
NET INCOME BEFORE TRANSFERS	-\$578,733						
TRANSFERS FROM RESERVES	\$578,733					aligns with strategy of drawing down reserves to lessen impact of Nutrient Surcharge	
NET INCOME AFTER TRANSFERS	\$0						
TOTAL OPERATING BUDGET	\$916,392						

FY 2023
BACWA BUDGET to ACTUAL

<u>EXPENSES</u>							
	OPERATING RESERVE	\$229,098					

BACWA Fund Report as of April 30, 2023

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	376,500	748,981	532,060	593,421	210,699	382,722
604	LEGAL RSRV	300,000	-	-	300,000	-	300,000
605	CBC	2,114,741	2,108,678	2,036,035	2,187,384	448,154	1,739,230
	SUBTOTAL 1	2,791,241	2,857,659	2,568,095	3,080,805	658,853	2,421,952
602	BABC	176,260	176,600	113,099	239,761	32,191	207,570
606	BACC	29,810	79,028	73,370	35,468	2,070	33,398
607	BACC LEGAL RSRV	30,000	30,000	-	60,000	-	60,000
610	WOT	270,974	-	4,166	266,808	-	266,808
	SUBTOTAL 2	507,044	285,628	190,635	602,037	34,261	567,776
	GRAND TOTAL	3,298,285	3,143,287	2,758,730	3,682,842	693,114	2,989,728

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	376,500	748,981	532,060	593,421	(15,379)	122,982	701,024	701,024	-	0%	-		priority # 3 for allocation
804	LEGAL RSRV	300,000	-	-	300,000	-	-	300,000	-	300,000	13%	-		priority # 1 for allocation
805	CBC	2,114,741	2,108,678	2,036,035	2,187,384	-	-	2,187,384	185,189	2,002,195	87%	-		priority # 2 for allocation
	SUBTOTAL 1	2,791,241	2,857,659	2,568,095	3,080,805	(15,379)	122,982	3,188,408	886,213	2,302,195	100%	-		
802	BABC	176,260	176,600	113,099	239,761	-	-	239,761	239,761	-	0%	-		pass-through funds, no allocation
806	BACC	29,810	79,028	73,370	35,468	(66,572)	-	(31,104)	(31,104)	-	0%	-		
807	BACC LEGAL RSRV	30,000	30,000	-	60,000	-	-	60,000	60,000	-	0%	-		
810	WOT	270,974	-	4,166	266,808	-	-	266,808	266,808	-	0%	-		pass-through funds, no allocation
	SUBTOTAL 2	507,044	285,628	190,635	602,037	(66,572)	-	535,465	535,465	-	0%	-		
	GRAND TOTAL	3,298,285	3,143,287	2,758,730	3,682,842	(81,951)	122,982	3,723,873	1,421,678	2,302,195	-	-		

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

Reconciliation to Trial Balance

Per Report above:		STB	14930	2,302,195	
General	2,857,659	STB	15050	1,421,678	
WOT, BABC, & BACC	285,628			3,723,873	-
PROP	-	STB	16300	81,951	
subtotal	3,143,287	STB	21350	(122,982)	
				3,682,842	-

Trial Balance Revenue Accounts

40100	Interest	(39,595)
40101	Mem Contrib	(1,457,128)
40102	Transfer	(30,000)
40103	Assoc Contrib	(186,845)
40104	Other	(1,429,719)
47310	State Grant	-
47320	Grant Retention	-
subtotal		(3,143,287)
Difference		-

BACWA Revenue Report as of April 30, 2023

Cost Center Code	Cost Center Description	Program Segment Description	Program Segment Value	Amended Budget	Current Period	FY23 - Year to Date	Unobligated
600	Bay Area Clean Water Agencies	BABC - AED and RPM Support	6200	(6,000.00)	-	-	6,000.00
		BACC - AED Support	6199	(36,000.00)	-	-	36,000.00
		BDO Affil/CS/Assoc Dues	6104	-	-	(38,846.00)	(38,846.00)
		BDO Affiliate/Associate Dues	6103	-	-	(43,575.00)	(43,575.00)
		BDO Assoc.&Affiliate Contr	6102	(187,793.00)	-	(104,424.00)	83,369.00
		BDO Fund Transfers	6141	(5,202.00)	-	-	5,202.00
		BDO Member Contributions	6101	(527,250.00)	-	(527,250.00)	-
		BDO Non-Member Contr AIR	6136	(7,217.00)	-	(7,217.00)	-
		BDO Non-Member Contr BAPPG	6135	(4,033.00)	-	(4,032.00)	1.00
		BDO Other Receipts	6105	-	-	(15,836.60)	(15,836.60)
		BDO Other Receipts (Misc)	6140	-	-	(2,653.00)	(2,653.00)
		BDO- Interest Income from LAIF	6142	(4,000.00)	(2,022.87)	(5,147.32)	(1,147.32)
		BDO-Alternative Investment Inc	6143	-	-	-	-
600 Total				(777,495.00)	(2,022.87)	(748,980.92)	28,514.08
602	Bay Area Biosolids Coalition	BDO Fund Transfers	6141	-	-	-	-
		BDO Member Contributions	6101	-	-	(176,600.00)	(176,600.00)
602 Total				-	-	(176,600.00)	(176,600.00)
605	Clean Bay Collaborative	BDO Fund Transfers	6141	-	-	-	-
		BDO Member Contributions	6101	(675,000.00)	-	(674,250.00)	750.00
		BDO Other Receipts	6105	(1,400,000.00)	-	(1,399,980.00)	20.00
		BDO- Interest Income from LAIF	6142	-	(13,537.65)	(34,447.47)	(34,447.47)
605 Total				(2,075,000.00)	(13,537.65)	(2,108,677.47)	(33,677.47)
606	Bay Area Chemical Consortium	BDO Member Contributions	6101	-	(79,028.00)	(79,028.00)	(79,028.00)
606 Total				-	(79,028.00)	(79,028.00)	(79,028.00)
607	BACC Legal RSRV	BDO Fund Transfers	6141	-	-	(30,000.00)	(30,000.00)
607 Total				-	-	(30,000.00)	(30,000.00)
Grand Total				(2,852,495.00)	(94,588.52)	(3,143,286.39)	(290,791.39)

BACWA Treasurer's Report Expenses and Encumbrances

Period Covering July 1, 2022 through April 30, 2023

Cost Center Code	Program Segment Description	Program Segment Value	Amended Budget	Obligated Fiscal Year to Date	Unobligated
600	AIR-Air Issues&Regulation Grp	6153	96,000.00	95,075.00	925.00
	AS-Assistant Executive Directo	6175	86,004.00	86,004.00	-
	AS-Audit Services	6180	5,452.00	-	5,452.00
	AS-BACWA Admin Expense	6173	8,118.00	1,845.01	6,272.99
	AS-EBMUD Financial Services	6176	43,297.00	43,297.00	-
	AS-Executive Director	6174	204,250.00	204,250.00	-
	AS-Insurance	6177	8,132.00	7,571.20	560.80
	AS-Regulatory Program Manager	6179	142,223.00	142,223.00	-
	Administrative Support	6178	-	-	-
	BC-BAPPG	6152	130,600.00	116,331.74	14,268.26
	BC-InfoShare Groups	6148	1,000.00	491.73	508.27
	BC-Laboratory Committee	6149	6,400.00	5,200.00	1,200.00
	BC-Manager's Roundtable	6154	1,000.00	-	1,000.00
	BC-Miscellaneous Committee Sup	6150	45,000.00	4,210.00	40,790.00
	BC-Permit Committee	6145	1,000.00	80.00	920.00
	BC-Pretreatment Committee	6151	1,000.00	-	1,000.00
	BC-Water Recycling Committee	6146	20,000.00	9,650.00	10,350.00
	CAR-BACWA File Storage	6165	1,561.00	-	1,561.00
	CAR-BACWA IT Software	6167	1,821.00	999.64	821.36
	CAR-BACWA IT Support	6166	2,705.00	-	2,705.00
	CAR-BACWA Website Dev/Maint	6163	714.00	1,050.00	(336.00)
	CAR-BACWA Website Hosting	6164	780.00	189.49	590.51
	CAS-Arleen Navaret Award	6160	2,500.00	2,500.00	-
	CAS-BayCAN	6204	5,000.00	-	5,000.00
	CAS-Misc Collaborative Sup	6162	1,500.00	-	1,500.00
	CAS-Stanford ERC	6159	-	-	-
	GBS-Meeting Support-Annual	6170	14,369.00	7,271.74	7,097.26
	GBS-Meeting Support-Exec Bd	6169	2,706.00	1,070.04	1,635.96
	GBS-Meeting Support-Misc	6172	5,412.00	4,837.11	574.89
	GBS-Meeting Support-Pardee	6171	6,668.00	3,432.19	3,235.81
	LS-Executive Board Support	6156	2,309.00	2,309.00	-
	LS-Regulatory Support	6155	2,871.00	2,871.00	-
	WQA-CE-Nature Based Solutions	6196	-	-	-
	Write-Off Doubtful Accounts	6208	-	-	-
600 Total			850,392.00	742,758.89	107,633.11
602	AS-Assistant Executive Directo	6175	-	-	-
	AS-Regulatory Program Manager	6179	-	-	-
	Academia Research & Development	6203	-	25,000.00	(25,000.00)
	Administrative Support	6178	-	289.88	(289.88)
	BDO Contract Expenses	6186	-	-	-
	Collateral Development	6197	-	-	-
	Program Manager Expense	6202	-	120,000.00	(120,000.00)
	Technology Research & Development	6206	-	-	-
602 Total			-	145,289.88	(145,289.88)
605	Recycled Water Evaluation	6198	63,525.00	23,992.35	39,532.65
	WQA - CEC Investigations	6201	140,000.00	260,626.00	(120,626.00)
	WQA-CE Addl Work Under Permit	6191	100,000.00	91,438.00	8,562.00
	WQA-CE Risk Reduction	6190	12,500.00	-	12,500.00
	WQA-CE Voluntary Nutr Contrib	6193	-	-	-
	WQA-CE-Nature Based Solutions	6196	248,811.00	258,133.50	(9,322.50)
	WQA-CE-Nutrient WS Permit Comm	6188	1,800,000.00	1,800,000.00	-
	WQA-CE-Technical Support	6181	100,000.00	-	100,000.00
	WQA-NMSReviewer	6205	50,000.00	50,000.00	-
605 Total			2,514,836.00	2,484,189.85	30,646.15
606	Administrative Support	6178	36,000.00	45,439.93	(9,439.93)
	BDO Fund Transfers	6141	-	30,000.00	(30,000.00)
	GBS-Meeting Support-Misc	6172	-	-	-
606 Total			36,000.00	75,439.93	(39,439.93)
610	Administrative Support	6178	-	-	-
	BDO Contract Expenses	6186	-	4,166.22	(4,166.22)
610 Total			-	4,166.22	(4,166.22)
Grand Total			3,401,228.00	3,451,844.77	(50,616.77)



BACWA EXECUTIVE BOARD ACTION REQUEST

AGENDA NO.: 6

MEETING DATE: June 16, 2023

TITLE: Nomination and Election of BACWA Executive Board Chair and Vice Chair for FY24

☐ 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

July 2022 - June 2023

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)

Amit Mutsuddy (EBMUD)

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)

Jackie Zipkin (EBDA)

FISCAL IMPACT

This action has no fiscal impact.

ALTERNATIVES

This action does not require consideration of alternatives.



BACWA EXECUTIVE BOARD ACTION REQUEST

AGENDA NO.: 7

MEETING DATE: June 16, 2023

TITLE: Approval of Fiscal Year 2024 Amendments to Staff Contracts

☐ RECEIPT ☐ DISCUSSION ☐ RESOLUTION ☒ APPROVAL

RECOMMENDED ACTION

Authorize the approval of amendments to staff contracts to implement the Fiscal Year 2024 BACWA/CBC Budget and Workplan.

SUMMARY

The BACWA Fiscal Year 2024 begins July 1, 2023. 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, 2023, 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 2024 workplan and budget and will become effective July 1, 2023. There are no benefits associated with the service contracts. All contracts have a term of one year and will terminate on June 30, 2024.

Contractor	Services	Contract Amount	Number of Hours
Lorien Fono (Amendment #4)	Executive Director Services	\$218,548	N/A
Jennifer Dymont (Amendment #4)	Assistant Executive Director Services	\$92,024	1,200 hours
Mary Cousins (Amendment #4)	Regulatory Program Management Services	\$152,179	1,350 hours

FISCAL IMPACT

The funding for these contracts is consistent with the FY 2024 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 #4
2. Jennifer Dymont Amendment #4
3. Mary Cousins Amendment #3
4. Original Contracts & SOWs

Approved: _____
Amit Mutsuddy, Chair

Date: June 16, 2023

AMENDMENT NO. 4
TO AGREEMENT BETWEEN
BAY AREA CLEAN WATER AGENCIES and
Lorien Fono
FOR
Executive Director Support

This Amendment No. 4 is made this 16th day of June 2023, 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 \$218,548 for Executive Director Support for Fiscal Year 2024.
2. The new contract termination date will be June 30, 2024.
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 16, 2023 Date _____
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By _____ Lorien Fono	Date _____
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AMENDMENT NO. 4
TO AGREEMENT BETWEEN
BAY AREA CLEAN WATER AGENCIES and
Jennifer Dymnt .
FOR
Assistant Executive Director Support

This Amendment No. 4 is made this 16th day of June 2023 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 \$92,024 for Assistant Executive Director Support for Fiscal Year 2024.
2. The hourly rate for FY24 is \$76.69 per hour.
3. The new contract termination date will be June 20, 2024.
4. Except as herein expressly modified, the Agreement will remain in full force and effect.

BAY AREA CLEAN WATER AGENCIES

June 16, 2023

By _____
Amit Mutsuddy, Chair
BACWA Executive Board

Date _____

By _____
Jennifer Dymnt

Date _____

AMENDMENT NO. 3
TO AGREEMENT BETWEEN
BAY AREA CLEAN WATER AGENCIES and
Mary Cousins
FOR
Regulatory Program Management Support

This Amendment No. 3 is made this 16th day of June 2023, 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 \$152,179 for Regulatory Program Management Support for Fiscal Year 2024.
2. Hourly rate for FY24 is \$112.72 per hour.
3. The new contract termination date will be June 30, 2024.
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 16, 2023
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

Exhibit A
BACWA EXECUTIVE DIRECTOR

SCOPE OF SERVICES

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

1. Financial/Administrative Management

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

2. Board, Committee, and Member Functions

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

3. Communication/Representation

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

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

4. Program Management

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

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 Dymant

829 Pomona Ave
Street Address

Albany, CA 94706

City, State, Zip Code

84-4833507

Tax Identification No.

[Signature]

Consultant Signature

2/24/2020

Date

Jennifer Dymant

Name, Title

[Signature]

BACWA Signature

Date: Feb 21, 2020

Lori Schectel, BACWA Executive Board Chair

Name, Title

Exhibit A
BACWA ASSISTANT EXECUTIVE DIRECTOR
SCOPE OF SERVICES

CONSULTANT will act as the Assistant Executive Director and provide professional services as requested by the BACWA Executive Director (ED) to support BACWA and its Special Programs at a rate of \$65.00/hour consistent with the following key activities:

1. Financial Management

- Communicate and coordinate with EBMUD Accounting to ensure proper and timely processing of contracts, invoices, dues and contributions to specific accounts and payments to BACWA vendors;
- On a monthly basis scan the EBMUD Treasurer's Report for consistency with BACWA's requests for payment of invoices and update the BACWA budget to actual revenue and expense spreadsheet;
- Coordinate with EBMUD Treasurer on the amount of reserves invested in longer term accounts to ensure that BACWA cash flow needs are met;
- Assist with annual budget development and management;
- Act as an intermediary between Project Managers and EBMUD Accounting to track revenues and expenditures for specific projects and Special Programs;
- Provide recommendations and support for revisions to accounting processes and financial reporting,
- Assist in developing contracting and fiscal policies for BACWA.

2. Meeting Support

- Attend monthly BACWA Board meetings and selected other meetings;
- Assist Executive Director in developing the Executive Board agenda and meeting packet; prepare and distribute meeting minutes;
- Work with the ED, Committee Chairs, consultants, and Project Managers on coordination, preparation, attendance, recordkeeping, meeting facilitation and follow up for special meetings, including but not limited to the following: Budget Planning Workshops, Pardee Technical Seminar, Annual Membership Meeting, Committee or BACWA-sponsored training and workshops.
- Assist with the coordination and facilitation of other meetings (e.g., Committee meetings) as requested by the ED.

3. Document Management

- Manage retention, organization, maintenance and storage of BACWA electronic and paper files;
- Maintain electronic records of policies, procedures, forms, and templates.
- Work with ED, Committee Chairs, and Project Managers to draft, edit, and execute contracts, amendments, contract scopes, and approval forms (e.g. Board Action Request (BAR)), Executive Director Authorizations, Chair Authorization, Travel Request), and other agreements;
- Compile background information or supporting documentation in response to requests from ED, Project Managers, and Committee Chairs;
- Act as BACWA's Filing Official and Filing Officer for Statements of Economic Interest as required by FPPC;

4. Communication and Website Management

- Manage the delivery of documents and information to members, including e-mail correspondence;
- Maintain BACWA contacts and distribution lists;
- Assist with the development of the BACWA Annual Report, including working with ED, Consultants, and Committee Chairs to compile content, edit draft, and oversee production and distribution;
- Assist with the delivery of selected communications to the RWQCB, including invitations to meetings, and formatting and submitting comment letters;
- Create, maintain and revise website content;
- Coordinate website revisions with consultants and Committee Chairs, including maintenance of the dynamic calendar and uploading of promotional materials;
- Provide content management system instructions for committees and others as needed;
- Manage BACWA private website user authorization;
- Assist ED with the development and implementation of communications plan, including website improvements and a newsletter;
- Respond to inquiries from the general public and members.

5. Miscellaneous

- Assist with other tasks and projects upon request from the ED

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.



08 / 24 / 2020

Consultant Signature

Date

Mary Cousins, Regulatory Program Manager

Name, Title

Amit Mutsuddy

08 / 24 / 2020

BACWA Signature

Date

Amit Mutsuddy, BACWA Executive Board Chair

Name, Title

Exhibit A
BACWA REGULATORY PROGRAM MANAGER
SCOPE OF WORK

CONSULTANT will act as the Regulatory Program Manager and provide professional services as requested by the BACWA Executive Director to support BACWA and its Special Programs at a rate of \$98.00/hour for a maximum of 1,000 hours consistent with the following key activities:

Scope of Work

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

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



BACWA EXECUTIVE BOARD ACTION REQUEST

AGENDA NO.: 8

MEETING DATE: June 16, 2023

TITLE: Contract FY24 BACWA for BACC support, not to exceed \$38,520

☐ RECEIPT

☐ DISCUSSION

☐ RESOLUTION

☒ APPROVAL

RECOMMENDED ACTION

Approve the agreement for BACC administrative support the fiscal year covering July 1, 2023, through June 30, 2024.

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. The rate for AED responsibilities is \$76.69 per hour.

The AED and BACC administrative services are funded from separate account sources. In FY24 it is recommended that the two efforts be split into different contracts for ease of accounting.

For FY24, the proposed level of effort for BACC administrative services is 400 hours at \$96.30 per hour, for a contract of \$38,520.

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 FY24
SOW and Rate Sheet

Approved:

Amit Mutsuddy,
Chair, BACWA

Date: June 16, 2023

Date: 6/16/23

BAY AREA CLEAN WATER AGENCIES

CONSULTING AGREEMENT

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

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

RE: BACWA Agreement for FY24 Bay Area Chemical Consortium (BACC) bid coordination.

This Agreement covers professional services to be performed by Jennifer Dymont in order to complete the FY24 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 Dymont is not to exceed \$38,520. 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 Dymont for professional and competent services rendered to the date of termination upon delivery of assigned work products to BACWA.

Jenifer Dymont 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 Dymont

Date _____

Date _____

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 Dymont \$96.30 per hour



BACWA EXECUTIVE BOARD ACTION REQUEST

AGENDA NO.: 9

MEETING DATE: June 16, 2023

TITLE: BACWA Executive Board Authorization of Fiscal Year 2024 Amendments to Contracts

☐ RECEIPT

☐ DISCUSSION

☐ RESOLUTION

☒ APPROVAL

ACTION

Executive Board Authorization of amendments to contracts to implement the Fiscal Year 2024 BACWA/CBC Budget and Workplan.

SUMMARY

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 2024 workplan and budget and will become effective July 1, 2023. All contracts have a term of one year and will terminate on June 30, 2024.

Contractor	Services	Contract Amount
Day Carter Murphy	Executive Board Legal Support (as needed)	\$2,355.00
Downey Brand	Regulatory Legal Support (as needed)	\$2,929.00
Cayuga Information Systems	IT Support (as needed)	\$2,759.00

FISCAL IMPACT

The funding for these contracts is consistent with the FY 2024 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 FY24
2. Downey Brand Rate Sheet Calendar Year 2023
3. Cayuga Information Systems Rate Sheet FY24

Approved:

Date: June 16, 2023

Amit Mutsuddy
Chair, BACWA Executive Board

HOURLY RATES/REIMBURSABLE EXPENSES
Day Carter Murphy Fiscal Year 2024

Ralph R. Nevis	\$475.00 per hour
Joshua L. Baker	\$475.00 per hour
Megan Sammut	\$435.00 per hour
Reimbursable Expenses:	None

From: [Ferrannini, Cassandra](#)
To: [Jennifer Dymont](#)
Cc: [Pineda, Patricia](#)
Subject: RE: 2024 Rate Sheet
Date: Friday, May 19, 2023 2:13:23 PM

Hi Jennifer: Please see below - Cass

From: Jennifer Dymont <jdymont@bacwa.org>
Sent: Friday, May 19, 2023 2:07 PM
To: Ferrannini, Cassandra <cferrannini@DowneyBrand.com>
Subject: 2024 Rate Sheet

Hi Cassandra

Can you send me Downey Brands 2024 rate sheet? I am working on getting our FY24 contracts approved by our board in June.

BACWA often uses:
M.Thorne \$ 475
N. Granquist \$475
C.Ferrannini \$485
S.McElhern \$515

I tried to reach Patricia but her email bounced.

Thank you!
Jennifer

--

Jennifer Dymont (she/her)
Assistant Executive Director
Bay Area Clean Water Agencies
jdymont@bacwa.org

CONFIDENTIALITY NOTICE: This communication from Downey Brand and any accompanying document(s) are confidential and privileged. They are intended for the sole use of the addressee. If you receive this transmission in error, you are advised that any disclosure, copying, distribution, or the taking of any action in reliance upon the communication is strictly prohibited. Moreover, any such inadvertent disclosure shall not compromise or waive the attorney-client privilege as to this communication or otherwise. If you have received this communication in error, please contact our IT Department at its Internet address (IT@downeybrand.com), or by telephone at (916)444-1000x5325. Thank you.

CAYUGA INFORMATION SYSTEMS

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

Attachment A

FY24 SCOPE

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

Attachment B

FY24 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.: 10

MEETING DATE: June 16, 2023

TITLE: Review of NMS Work Products, Amendment #3 Fiscal Year 2024

☐ RECEIPT

☐ DISCUSSION

☐ RESOLUTION

☒ APPROVAL

RECOMMENDED ACTION

Approve Amendment #3 to the agreement with Michael Connor in the amount of \$50,000 to provide Review of NMS Work Products in FY24.

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 Werne assists this effort as a subconsultant. Dr. Connor and Dr. Werne 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 FY24 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: FY24 Contract Amendment #3, Scope of Work, Original Contract

Approved:

Date:

Amit Mutsuddy, Chair
BACWA

AMENDMENT NO. 3
TO AGREEMENT BETWEEN
BAY AREA CLEAN WATER AGENCIES and
Michael Connor
FOR
Review of NMS Work Products

This Amendment No. 3 is made this 16th day of June 2023, 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 2024.
2. The new contract termination date will be June 30, 2024.
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 16, 2023 Date _____
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By _____ Michael Connor	Date _____
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EXHIBIT A

SCOPE OF WORK

Professional Services by Fiscal Year 2023/2024

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

• {

EXHIBIT B

HOURLY RATES/REIMBURSABLE EXPENSES

Dr. Michael Connor \$170

Dr. Christine Werme \$170

{

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 with a copy to Lorien Fono, Executive Director, at lfono@bacwa.org. Invoices shall include the hours charged by each employee, a brief description of the work performed, and a description of costs for which Consultant seeks reimbursement and which are specified in Exhibit B.
8. Payments under this Contract will be due thirty (30) days after BACWA's receipt of invoices. BACWA may withhold from any progress or final payment any damages, backcharges or claims incurred or anticipated by BACWA to the extent caused by Consultant.

Indemnification

9. To the fullest extent allowed by law, Consultant will indemnify, hold harmless, reimburse and defend BACWA, its Member Agencies, and each of their officers, directors, employees and agents from, for and against any and all claims, demands, damages, losses, expenses, liabilities and penalties, including but not limited to reasonable attorneys' and expert witnesses' fees, arising out of or relating to the Services but only to the extent caused by the negligent or other wrongful acts or omissions of Consultant

or any person or entity for whose acts or omissions any of them are responsible, or by the failure of any such party to perform as required by this Contract.

Assignment

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

Independent Contractor

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

Termination of Contract; Suspension of Services

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

Dispute Resolution

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

16. The failure of either party to enforce any provision of this Contract will not constitute a waiver by that party of that or any other provision of this Contract.

Severability

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

Survival

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

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

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

Exhibit A – Scope of Work

Exhibit B – Hourly Rates/Reimbursable Expenses

CONSULTANT: Michael Connor

177 19th St, Apt 11A

City, State, Zip Code

Oakland CA. 94612

Tax Identification No.

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

☒ **Quality Assurance Solutions, LLC**

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

QUOTATION

TO	Lorien Fono Bay Area Clean Water Agencies LFono@BACWA.org
FROM	Ms. Diane Lawver <input checked="" type="checkbox"/> Quality Assurance Solutions, LLC 371 Lakeport Blvd, PMB 387 Lakeport, CA 95453 Cell: 408-772-0077 Landline: 707-275-2039 DLawver@QASolutions-LLC.com
DATE	January 30, 2023
SUBJECT	Quote: Task #1 – July 1, 2023 to June 30, 2024 Continued Monthly Training Support for the TNI 2016 Standard, Rev 2.1

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. BACWA member laboratories are required to meet the updated CA ELAP accreditation program (TNI minus 2) for certificates that expire after January 1, 2024.

This project is a continuation of Task 1 performed from July 1, 2022 to June 30, 2023 and is now Task 1 from July 1, 2023 to June 30, 2024. From July 1, 2023 to June 30, 2024, BACWA laboratories are expected by CA ELAP to make substantial progress in implementing the new accreditation requirements. As laboratories complete building their systems, the committee anticipates member laboratories may still need specific topics covered and guidance provided.

Task #1 – 2023/2024 – Monthly Training Support for the TNI 2016 Standard, Rev 2.1 Minus 2 (CA ELAP)

☒ Quality Assurance Solutions, LLC (Consultant) will offer monthly webinar training via MS Teams or 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 12 months during the time period for up to 2.0 hours by the Consultant. The Consultant will answer questions presented by attendees in advance of the meeting, during the meeting, or after the meeting via Chat Log.
- ✚ Focused topics or retraining may be offered for areas of the accreditation standard that need refresher from July 1, 2021 to the present.

- ✚ The Consultant shall provide supporting documents to guide the training driven by attendee questions or needs after the meeting.
- ✚ This quotation will also include up to 3.00 hours per month for 12 months in FY 23-24 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 continue to provide the participants step by step guidance on understanding and implementing requirements for the TNI 2016 Standard, Rev 2.1.
- ✚ The pace of the training will be adjusted to the needs of the trainees and the complexity of the material.
- ✚ The support will include practical tips or example draft TNI QA Manual section reviewed 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, 2023. 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 **\$3,900.00** (Up to \$325.00/month or 5 hours per month for 12 months) from July 1, 2023 to June 30, 2024.

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.

Terms and Conditions
Effective July 1, 2023 to June 30, 2024

☒ **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: _____

You can e-mail the executed agreement to DLawver@QASolutions-LLC.com. You will receive the final executed copy for you records within the same business day. The pricing, terms, and conditions are valid until June 30, 2024.

Respectfully Submitted,
☒Quality Assurance Solutions, LLC



Diane Lawver
President/Owner



BACWA EXECUTIVE BOARD ACTION REQUEST

AGENDA NO.: 12

MEETING DATE: June 16, 2023

TITLE: Request for BACWA Executive Board Approval for Amendment #5 to the Agreement with Carollo Engineers for FY24 AIR Committee Support.

☐ RECEIPT

☐ DISCUSSION

☐ RESOLUTION

☒ APPROVAL

RECOMMENDED ACTION

Authorize Amendment #4 with Carollo Engineers to implement the Fiscal Year 2024 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 (FY24) begins July 1, 2023. 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 fourth of a maximum of four years.

The FY24 amendment includes \$75,000K for base AIR committee support, and \$20,000 for enhanced support related to statewide air, climate, and energy-related issues.

FISCAL IMPACT

The funding for this contract is consistent with the Fiscal Year 2024 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 24 Carollo Engineers Amendment #5
FY24 SOW and Rates
Original Contract

Approved: _____

Amit Mutsuddy Chair,
BACWA Executive Board

June 16, 2023

Date: _____

AMENDMENT NO. 5
TO AGREEMENT BETWEEN
BAY AREA CLEAN WATER AGENCIES and
Carollo Engineers
FOR
AIR Committee Support

This Amendment No. 5 is made this 16th day of June 2023, 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 2024.
2. BACWA and Carollo Engineers agree to a new period of July 1, 2023 — June 30, 2024.
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 16, 2023</u>
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By _____ Sarah A. Deslauriers Carollo Engineers	Date _____
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EXHIBIT A

SCOPE OF WORK

Professional Services by Carollo

Task 1a - 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 1b - 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 CARB, and the U.S. EPA. 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 1c - 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 1d - 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 1a-1c. We will also support the coordination of quarterly Implementation Workgroup meetings with BAAQMD.

Task 2 – Enhanced Support for CASA’s Air Quality, Climate Change, & Energy Workgroup

There remains a significant increase in demand for supporting CASA in adequately responding to CARB’s zero-emission vehicle regulatory implementation (including developing a summary of the regulation, guidance to help streamline the exemption and extension process, as well as documentation of barriers/challenges to implementation) and supporting CARB staff in following through on the Board’s Resolution adopted April 28, 2023 (i.e., serving as a coordinating organization along with CARB’s Executive Director) in fiscal year 2024. There also remains a higher level of simultaneous administrative activity on climate, air quality (including air toxics) and energy issues underway by regulatory agencies. This task is in place to support that increased demand as needed.

Budget:

Task 1 - \$75,000

Task 2 - \$20,000

EXHIBIT B

HOURLY RATES/REIMBURSABLE EXPENSES

Sarah Deslauriers	\$275
Courtney Mizutani	\$245

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.: 13

MEETING DATE: June 16, 2023

TITLE: Request for BACWA Executive Board Approval to Execute Agreement with Stephanie Hughes, ChE P.E., for BAPPG Policy, Regulatory, and Professional Training Support

☐ RECEIPT ☐ DISCUSSION ☐ RESOLUTION ☒ APPROVAL

RECOMMENDED ACTION

Authorize the execution of an agreement with Stephanie Hughes, ChE P.E. to provide professional training, prepare comment letters, and provide policy support in an amount not to exceed \$19,000.00.

SUMMARY

In March 2023, BACWA released a Request for Qualifications (RFQ) for a consultant to support BAPPG's policy, regulatory, and professional support activities. Stephanie Hughes, a sole proprietor, submitted a Statement of Qualifications. Stephanie Hughes currently supports BAPPG in this role, and was selected by BAPPG as a highly qualified to continue performing this work. This agreement will provide support for:

- (1) **Training** to community colleges and professional associations on mercury, pesticides, and other pollutants of concern to BACWA agencies.

- (2) **Outreach and Regulatory Support**, focused on continued tracking of flea/tick alternative controls, outreach to veterinary medical associations and the general public related to pet spot-on flea treatments; and technical support for topics such as metals, nutrients, salinity, or emerging contaminants.

- (3) **Communications** to prepare materials for the BAPPG Annual Report and speak at BAPPG or BACWA Executive Board meetings.

These efforts will be carried out under the supervision of Autumn Ross of the San Francisco Public Utilities Commission.

FISCAL IMPACT

The funding for this contract is consistent with the approved Fiscal Year 2024 workplans and budget for BACWA and Special Programs.

ALTERNATIVES

1. Do not complete this work. This alternative is not recommended since this work was included in BAPPG's approved FY24 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: FY24 Agreement with Stephanie Hughes
FY24 Scope of Work and Rates

Approved: _____

Amit Mutsuddy, Chair,
BACWA Executive Board

Date: June 16, 2023

Date: June 16, 2023

BAY AREA CLEAN WATER AGENCIES CONSULTING AGREEMENT

TO: Stephanie Hughes, P.E
Consulting Engineer / University Lecturer
1445 Emory Street
San Jose, CA 945126
sehughes@scu.edu
408-499-9271

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

RE: BACWA Agreement for FY24 with Stephanie Hughes to provide policy, regulatory, and professional training support to the Bay Area Clean Water Agencies.

This Agreement covers professional services to be performed by Stephanie Hughes in order to conduct professional training at colleges and professional associations; track research and insights on pet pesticides, continue collaboration with veterinary stakeholders; and provide outreach to BAPPG and BACWA. The work under this contract will be carried out under the supervision of the Bay Area Pollution Prevention Group (BAPPG) Steering Committee. The total cost of professional services to be performed by Stephanie Hughes is not to exceed \$19,000 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 for professional and competent services rendered to the date of termination upon delivery of assigned work products to BACWA.

Stephanie Hughes shall submit invoices to the BACWA Assistant Executive Director via e-mail. The BAPPG Steering Committee will review and recommend invoices for approval. Invoices shall indicate hours associated with each task. Invoices will be paid within thirty (30) days of receipt.

BACWA AED E-mail: Jennifer Dymnt jdymnt@bacwa.org

Approved:

By Amit Mutsuddy
Chair, BACWA Executive Board

By Stephanie Hughes, P.E.

Date _____

Date _____

BACWA EIN: 94-3389334

COMPANY EIN:



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 2023-24

DATE: 18-Apr-2023

SCOPE OF WORK DESCRIPTION	BUDGET		TOTAL
	Rate: ODC	\$210.00 Hour Est	
<p>TASK 1. Professional training: Conduct in-person trainings to community colleges and professional associations. The foci are expected to be (1) dental mercury and other dental office wastes, and (2) non-toxic flea and tick control (now with CE credit). Consultant has prior BAPPG experience providing trainings regarding pharmaceutical disposal, hazardous material identification during building demolition, and copper plumbing BMPs. Edit/update presentations as warranted per new regulatory context. <i>This scope assumes up to a total of 8 local presentations.</i></p> <p><i>This also seeks 6 hours of paid time plus \$400 ODC to travel to the June 2024 AVMA conference in Austin TX. I will stay with a cousin in Austin to reduce further costs. If my presentation is not accepted, will use these funds for other outreach efforts.</i></p>	\$730	30	\$7,030.00
<p>Task 2. Outreach and Regulatory Support: Consultant will:</p> <ul style="list-style-type: none"> * 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. * Communicate with local VMAs and SAGE about the CE units available for their trainings. * 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. 		50	\$10,500.00
<p>Task 3. Communications. Prepare relevant outreach sections to the BAPPG Annual Reports to be submitted to the BACWA Board of Directors. Speak at one BAPPG meeting or Exec Committee meeting to provide significant updates of a technical nature.</p>		7	\$1,470.00
Totals	\$730	87	\$19,000.00

<https://www.linkedin.com/in/steifehughes/>

THANK YOU FOR YOUR BUSINESS!



EXECUTIVE BOARD AUTHORIZATION REQUEST

AGENDA NO.: 14

MEETING DATE: June 16, 2023

TITLE: Request for BACWA Executive Board Approval for Amendment #2 with Stephanie Hughes ChE, PE, for BACWA/BAPPG Pesticide Regulatory and Technical Support, in an amount not to exceed \$69,000.00 for FY24.

☐ RECEIPT

☐ DISCUSSION

☐ RESOLUTION

☒ APPROVAL

RECOMMENDED ACTION

Authorize Ament #2 to the contract 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 \$69,000.00 for FY24.

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. The contract was approved by the BACWA Executive Board at the June 2021 meeting. Efforts supported by this contract for FY24 are described in the attached Scope of Work, 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. Autumn Ross of the San Francisco Public Utilities Commission and Co-Chair of BAPPG will review and recommend invoices for approval.

FISCAL IMPACT

Funds in the amount of \$69,000.00 are available for this agreement and have been allocated for this project within the BAPPG FY24 approved budget.

ALTERNATIVES

1. Do not complete this work. This alternative is not recommended since this work was included in BAPPG's approved FY24 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: FY24 Contract Amendment #2
FY24 Scope of Work and Hourly Rates/Reimbursable Expenses
FY22 Agreement with Stephanie Hughes

Approved: _____
Amit Mutsuddy, Chair,
BACWA Executive Board

Date: June 16, 2023

AMENDMENT NO. 2
TO AGREEMENT BETWEEN
BAY AREA CLEAN WATER AGENCIES and
Stephanie Hughes, ChE P.E. .
FOR
BAPPG Pesticide Support

This Amendment No. 2 is made this 16th day of June 2023, 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 \$69,000.00 for BAPPG Pesticide Support for Fiscal Year 2024.
2. BACWA and Stephanie Hughes, ChE P.E. agree to a new period of July 1, 2023 — June 30, 2024.
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 16, 2023

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. 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 FY23-24:
 - 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.
 - Fipronil Proposed Interim Decision
 - Antimicrobials draft Risk Assessments, including ADBAC group, DDAC group, and Isothiazolinones (including DCOIT, BBIT, BIT, MIT, and OIT). This will be the first data release from EPA on these chemicals ever.
 - New pesticides biological assessments and draft risk assessments. EPA will be releasing information for the first time on several new pesticides, including cyantraniliprole.
 - Pet treatments (fipronil, imidacloprid, pyrethroids). Following the DPR Fipronil Human Health Risk Characterization, engage with 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 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).
- 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

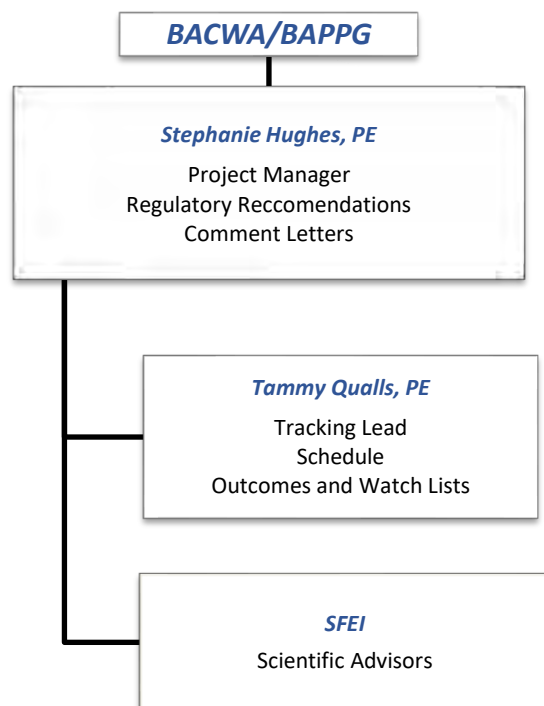
- BAPPG/BACWA Pesticides Workgroup Support. Based on the above tasks, develop an agenda and materials for a monthly BACWA Pesticides Workgroup teleconference meeting to determine appropriate actions and to coordinate actions with NACWA and San Francisco Bay Regional Water Board staff. Provide staff support 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 \$71,500.



Hourly Billing Rates for Team Members – 2023-2024

Name	Hourly Rate
Stephanie Hughes, PE	\$210
Tammy Qualls, PE	\$180

SFEI Rates

<i>Full Job Category</i>	MAX of Thru 6/24
Admin	\$159.10
Assoc Sci I&II/Assoc Tech Specialist I&II	\$119.32
Environmental/Tech Analyst	\$102.71
Manager/Sr Scientist I-IV/Sr Tech Specialist I	\$225.92
Program Director/Managing Sr Scientist/Managing Director	\$245.31
Scientist I/Tech Specialist I	\$135.44
Scientist II/Tech Specialist II	\$154.07
Sr Environmental/Sr Tech Analyst	\$105.72

* 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 with a copy to Lorien Fono, Executive Director, at lfono@bacwa.org. Invoices shall include the hours charged by each employee, a brief description of the work performed, and a description of costs for which Consultant seeks reimbursement and which are specified in Exhibit B.
9. Payments under this Contract will be due thirty (30) days after BACWA’s receipt of invoices. BACWA may withhold from any progress or final payment any damages, backcharges or claims incurred or anticipated by BACWA to the extent caused by Consultant.

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Indemnification

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

Assignment

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

Independent Contractor

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

Termination of Contract; Suspension of Services

12. This contract shall automatically terminate on June 30, 2022. Either party may also terminate this Contract in whole or in part at any time for its convenience. For a termination for convenience, the termination will be effective thirty (30) days following receipt of a written notice of termination by one party from the other. BACWA may terminate this Contract in whole or in part for cause, in which event the termination will be effective ten (10) days after Consultant's receipt of BACWA's written notice and Consultant's failure during that period to cure the default.

Dispute Resolution

13. Consultant will give prompt written notice to BACWA of any claim, dispute or other matter in question, but in no event will Consultant give such notice later than ten (10) days after Consultant's becoming aware of the event or circumstance giving rise to the claim, dispute or matter in question.
14. All claims, disputes and other matters in question between BACWA and Consultant arising out of or relating to this Contract will be subject to alternative dispute resolution. If both parties agree to arbitration it will be conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association then in effect. Notice of the demand for arbitration will be filed in writing with the other party to this Contract and with the American Arbitration Association. Any arbitration arising out of or relating to this Contract will include, by consolidation, joinder or joint filing, any other person or entity not a party to this Contract that is substantially involved in a common issue of law or fact and whose involvement in the consolidated arbitration is necessary to achieve a final resolution of a matter in controversy therein. This agreement to arbitrate will be specifically enforceable by any court with jurisdiction thereof.
15. A demand for dispute resolution by either party will be made within a reasonable time after the claim, dispute, or other matter in question has arisen, and in no event will it be made after the date

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BACWA Signature

June 18, 2021

Date

Amit Mutsuddy, BACWA Executive Board

Chair

*Name,
Title*



EXECUTIVE BOARD AUTHORIZATION REQUEST

AGENDA NO.: 15

MEETING DATE: June 16, 2023

TITLE: Request for BACWA Executive Board Approval to Amendment #5 to the Agreement with S. Groner Associates to Provide Support for BAPPG's FY24 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 \$32,000 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 FY24 budget approved on April 21, 2023.

ALTERNATIVES

1. Do not complete this work. This alternative is not recommended since this work was included in BAPPG's approved FY24 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: FY24 Agreement with S. Groner Associates
FY24 S. Groner Associates' Scope of Work
Original Contract

Approved: _____
Amit Mutsuddy, Chair,
BACWA Chair

Date: _____

AMENDMENT NO. 5
TO AGREEMENT BETWEEN
BAY AREA CLEAN WATER AGENCIES and
S. Groner Associates
FOR
BAPPG Committee Support

This Amendment No. 5 is made this 16th day of June 2023, 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 \$32,000 for BAPPG Committee Support for Fiscal Year 2024.
2. An updated Scope of Work for Fiscal Year 2024 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

June 16, 2023
Date _____

By _____
Stephen Groner, PE
S. Groner Associates

Date _____

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 2023/2024 fiscal year. As in the past years, 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 polluting behaviors 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 2023.

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 Month. 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, WEB DESIGN & COPYWRITING

SGA will provide graphic design, website design, copywriting, content editing assistance in various materials, including campaign assets, the BAPPG 2023 Annual Report, the Baywise.org website, and others as needed throughout the 2023/2024 fiscal year.

In addition, SGA will incorporate two specific actions under Task 3:

- SGA will update the Flea and Tick landing page (July 2023).
- For each ad campaign, SGA will provide the main ad designs to member agencies for their use to supplement the ad campaign, prior to the start of the campaigns (September 2023 and April 2024).

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. The task will be ongoing throughout the 2023/2024 fiscal year.

TOTAL BUDGET

Task 1 - Pollution Prevention Week	\$8,000
Task 2 - Earth Day	\$8,000
Task 3 - Graphic Design, Web Design & Copywriting	\$13,000
Task 4 - Project Management Support	\$3,000

SGA RATES - FULLY BURDENED HOURLY RATES

JOB FUNCTION:	HOURLY RATE:
Project Director	\$210.00
Strategic Director	\$198.00
Project Manager	\$184.00
Assistant Project Manager	\$169.00
Creative Strategist	\$169.00
Graphic Designer	\$146.00
Project Coordinator	\$146.00
Research/Survey Coordinator	\$146.00
Video Services	\$146.00
Project Associate	\$128.00
Outreach Specialist	\$118.00

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

BAY AREA CLEAN WATER AGENCIES
CONSULTING AGREEMENT

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

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

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

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

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

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

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


BACWA Executive Director E-mail: David Williams dwilliams@bacwa.org

Approved:

By


Lori Schectel
Chair, BACWA Executive Board

By


Stephen Groner, PE
Groner Associates

Date July 19, 2019

Date July 22, 2019

BACWA EIN: 94-3389334

EIN: 33-0935957



BACWA EXECUTIVE BOARD ACTION REQUEST

AGENDA NO.: 16

MEETING DATE: June 16, 2023

TITLE: Request for BACWA Executive Board Approval to extend Agreement with Eric Gouldsberry Art Direction for Recycled Water Training Videos

☐ RECEIPT

☐ DISCUSSION

☐ RESOLUTION

☒ APPROVAL

RECOMMENDED ACTION

Authorize extending contract with Eric Gouldsberry Art to produce BACWA Recycled Water training videos, to 12/31/2023.

SUMMARY

In 2021, the Recycled Water Committee determined that training videos for recycled water site supervisors would be a beneficial tool for BACWA member agencies. Site supervisors are the individuals responsible for maintaining recycled water distribution systems and use areas. Site supervisor training is a required element of recycled water programs under the State General Order for Recycled Water Use ([Order No. 2016-0068-DDW](#)), in which many BACWA member agencies were enrolled in 2020. Training is offered in-person and online.

In July 2022, the BACWA Executive Board approved a contract of \$9,650 with Eric Gouldsberry Art Direction to provide professional video editing services for production of the training videos. The contract covers video editing for four short videos that will cover site supervisor responsibilities, cross connection control, water quality, and other recycled water topics. Recycled Water Committee representatives have been working on the video with Eric Gouldsberry Art Direction throughout FY23. At the April 14, 2023 Executive Board meeting, the BACWA Executive Board approved a committee budget of \$10,000 to cover ongoing work in FY24.

EGAD's original contract expires on 6/30/2023. The Recycled Water Committee is requesting that the contract be extended to 12/31/2023 to accommodate completion of the work.

FISCAL IMPACT

This is a no-cost contract extension. The previously approved work will be funded from the BACWA FY24 Budget Recycled Water Committee line item.

ALTERNATIVES

1. Do not approve consultant support extension. This alternative is not recommended since this work was previously approved by the BACWA Board and will assist members in providing recycled water training.

Attachments: FY24 Contract Amendment, Original contract and SOW

Approved: _____
Amit Mutsuddy, Chair,
BACWA Executive Board

Date: July 16, 2023

AMENDMENT NO. 1
TO AGREEMENT BETWEEN
BAY AREA CLEAN WATER AGENCIES and
Eric Gouldsberry Art Direction (EGAD) .
for
Recycled Water Committee Support

This Amendment No. 1 is made this 16th day of June 2023, in the City of Oakland and County of Alameda, State of California, to that certain agreement of July 8, 2022 by and between Eric Gouldsberry Art (EGAD) and Bay Area Clean Water Agencies, (BACWA) (the "Agreement") in consideration of the covenants hereinafter set forth.

1. BACWA and Eric Gouldsberry Art (EGAD) agree to a new contract end date of 12/31/2023.
2. Except as herein expressly modified, the Agreement will remain in full force and effect.

BAY AREA CLEAN WATER AGENCIES

By _____
Amit Mutsuddy, Chair, Executive Board

Date June 16, 2023

By _____
Eric Gouldsberry

Date _____

Date: 07/8/22

BAY AREA CLEAN WATER AGENCIES

CONSULTING AGREEMENT

TO: Eric Gouldsberry
Eric Gouldsberry Art Direction (EGAD)
4101 Ashbrook Circle
San Jose, CA 95124
egad@gouldsberry.com
408.394.8455

FROM: Lorien Fono, Executive Director
Bay Area Clean Water Agencies (BACWA)
PO Box 24055, MS702
Oakland, CA 94623
lfono@bacwa.org
510.684.2993

RE: BACWA Agreement for FY23, Recycled Water Committee Support

This Agreement covers professional services to be performed by Eric Gouldsberry Art Direction (EGAD) to produce BACWA Recycled Water training videos for the BACWA Recycled Water Committee. This work is described in the attached estimate (Exhibit A) and will be completed under the direction of Mary Cousins, BACWA Regulatory Program Manager, on behalf of the Recycled Water Committee co-chaired by Stefanie Olson (Dublin San Ramon Services District) and Reena Thomas (East Bay Municipal Utility District). The total cost of professional services to be performed by EGAD is not to exceed \$9,650. This contract will be funded by the BACWA Budget for FY23 under the Recycled Water Committee line item.


This Agreement may be terminated by either party at any time for convenience with 30 day's notice. In the event of termination by BACWA, BACWA shall pay EGAD for professional and competent services rendered to the date of termination upon delivery of assigned work products to BACWA. Otherwise, this contract shall terminate on June 30, 2023.

The schedule for this agreement is as follows:

- EGAD will deliver draft videos within 6 weeks of receiving all audio and video source files from BACWA.
- After BACWA provides comments on the draft videos, EGAD will produce finished videos within 2 weeks. This schedule assumes that extensive revisions will not be required, as noted in Exhibit A.

BACWA shall pay EGAD based on the estimate in Exhibit A. EGAD shall submit invoices via email to Jennifer Dymont, Assistant Executive Director (jdymont@bacwa.org) with a copy to Lorien Fono, Executive Director (lfono@bacwa.org). Invoices shall include the a brief description of the work performed. Invoices will be paid via check payable to Eric Gouldsberry Art Direction and mailed to the address above within thirty (30) days of receipt.

Approved:

By 
Amit Mutsuddy
Chair, BACWA Executive Board

07 / 20 / 2022
Date _____

By 
Eric Gouldsberry
Eric Gouldsberry Art Direction

07 / 18 / 2022
Date _____

BACWA EIN: 94-3389334

Tax Identification No. 77-0541381



ESTIMATE

BACWA Training Videos

CONTACT Mary Cousins
EMAIL mcousins@bacwa.org
DATE Revised July 7, 2022

Art direction, design and production/editing of four separate 10-minute training videos. Project milestones will consist of: Review of BACWA script/storyline, visual template concepts, recommendation of imagery, search for stock background music, review of provided video/imagery, consultation of audio process and enhancement of audio narration, production/editing and uploading of all finished videos. BACWA will provide all text, video and other imagery. Assumes no onsite meetings or onsite photo/video direction. Sales tax not included as final product will be delivered digitally.

Design/Art Direction	\$1,500
Visual/Template Concepts	450
Audio Consulting/Mixing	600
Video Production/Editing	6,500
Video/Phone Meetings	300
General/Administrative	100
Expenses (Stock Music/Sound Effects)	200
EGAD Total	\$9,650

TERMS & CONDITIONS

This estimate is based on the description of the project as discussed, and could change depending on any different direction client chooses to take. Remember, this is just an estimate; the figures here represent what the actual cost will be in as accurate a manner as possible.

Revision stages are included within the price; **extensive client revisions could raise the final cost above this estimate.**

Revisions for which Eric Gouldsberry Art Direction is responsible will not be billed. If there are changes in the requirements or scope of the project, Eric Gouldsberry Art Direction reserves the right to change the proposal. If the project is completed below estimate, the fee will be lowered accordingly.

If the project is canceled or postponed prior to completion, Eric Gouldsberry Art Direction will be paid for all services and expenses incurred up to that point.

Final billing terms are net 30 days. A 6% per month service charge will be made on unpaid balances after 30 days.



BACWA EXECUTIVE BOARD AUTHORIZATION REQUEST

AGENDA NO.: 17

MEETING DATE: June 16, 2023

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: FY24 Agreement with Carollo Engineers
FY24 Carollo Engineers' Scope of Work
Original Contract

Approved: _____

Amit Mutsuddy, Chair
BACWA Executive Board

Date: June 16, 2023

AMENDMENT NO. 4
TO AGREEMENT BETWEEN
BAY AREA CLEAN WATER AGENCIES and
Carollo Engineers Inc.

FOR

Bay Area Biosolids Coalition program management

This Amendment No. 4 is made this 16th day of June 2023, 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, 2023 – June 30, 2024
3. An updated Scope of Work for Fiscal Year 2024 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

June 16, 2023
Date _____

By _____
Sarah Deslauriers

Date _____

Exhibit A

Scope of Work

The Program Manager (PM) is responsible for supporting matters necessary for the Bay Area Biosolids Coalition (Coalition) to function effectively toward developing regional biosolids end-use opportunities, building support among members, and support achieving the goals of the Strategic Plan. The PM serves at the will of the Coalition 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 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.
- Support the update of the technology matrix to understand the status of the latest technologies in solids processing and production of biosolids products for use.

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 2024.

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	\$295
Professional	\$263
Assistant Professional	\$214
Technician	\$161

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

- Project Equipment Communication Expense (PECE): \$14.00/direct labor hour
- Mileage at IRS Reimbursement Rate: \$0.655 per mile
- Travel and Subsistence at cost

BAY AREA CLEAN WATER AGENCIES PROFESSIONAL SERVICES CONTRACT

This PROFESSIONAL SERVICES CONTRACT, effective August 1, 2019, is between Bay Area Clean Water Agencies ("BACWA"), a joint powers agency which exists as a public entity separate and apart from its Member Agencies, created January 4, 1984 by a Joint Powers Agreement between Central Contra Costa Sanitary District, East Bay Dischargers Association, East Bay Municipal Utility District, the City and County of San Francisco and the City of San Jose, with a mailing address of P.O. Box 24055, MS 59, Oakland, CA 94623, and Carollo Engineers, Inc. ("Consultant"), a private corporation doing business at 2700 Ygnacio Valley Road, Suite 300, Walnut Creek, CA 94598 for professional services related to Project Management of the Bay Area Biosolids Coalition, a Project of Special Benefit of BACWA, as described in any Exhibit A attached hereto.

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

Description and Standard of Services to be Performed

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

Payment for Services

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

Document Ownership and Retention

9. Consultant will maintain all financial records relating to this Contract in accordance with generally accepted accounting principles and for at least three years following termination of this Contract.

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

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

Indemnification

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

Insurance

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

Assignment

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

Independent Contractor

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

Termination of Contract; Suspension of Services

15. This contract shall automatically terminate on June 30, 2020. Either party may also terminate this Contract in whole or in part at any time for its convenience. For a termination for convenience, the termination will be effective thirty (30) days following receipt of a written notice of termination by one party from the other. BACWA may terminate this Contract in whole or in part for cause, in which event the termination will be effective ten (10) days after Consultant's receipt of BACWA's written notice and Consultant's failure during that period to cure the default.

Dispute Resolution

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

Severability

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

this Contract remain unaffected, then the validity of the remaining terms and provisions will not be affected and the offending provision will be given the fullest meaning and effect allowed by law.

Survival

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

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

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

Exhibit A – Scope of Work and Hourly Rates/Reimbursable Expenses

CONSULTANT: CAROLLO ENGINEERS, INC.

2700 Ygnacio Valley Road, Suite 300

Street Address

Walnut Creek, CA 94598

City, State, Zip Code

86-0899222

Tax Identification No

Sarah A. Deslauriers Ken Wilkins

Consultant Signature

11/11/19

Date

11/11/19

Sarah A. Deslauriers VP Ken Wilkins Sr. VP

Name, Title

Z. Abut

8-16-2019

BACWA Signature

Date

Lori Schectel, BACWA Chair

Name, Title



BACWA EXECUTIVE BOARD ACTION REQUEST

AGENDA NO.: 18

MEETING DATE: June 16, 2023

TITLE: Request for BACWA Executive Board to Approve an Extension to the Agreement with the California Indian Environmental Alliance for FY24

☐ RECEIPT ☐ DISCUSSION ☐ RESOLUTION ☒ APPROVAL

RECOMMENDED ACTION

Approve an extension to the agreement with the California Indian Environmental Alliance (CIEA) for FY24 to provide work to satisfy the Risk Reduction requirement in the 2017 Mercury and PCB Watershed Permit.

SUMMARY

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

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

The previous agreement with CIEA is to expire on 6/30/2023. CIEA has requested that the contract be extended until 12/31/2023 to complete their Scope of Work.

FISCAL IMPACT

This is a no-cost contract extension. The previously approved work will be funded from the BACWA FY24 Budget which includes \$12,500 for Risk Reduction under the Technical Support – Risk Reduction line item.

ALTERNATIVES

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

Attachments:

*Amendment #3 to Agreement with CIEA
September 21, 2018 Agreement with CIEA*

Approved: _____

Amit Mutsuddy
Chair, BACWA Executive Board

Date: June 16, 2023 _____

AMENDMENT NO. 3
TO AGREEMENT BETWEEN
BAY AREA CLEAN WATER AGENCIES and
California Indian Environmental Alliance

This Amendment No. 3 is made this 16th day of June 2023, 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. BACWA and California Indian Environmental Alliance agree to a new contract period which terminates December 31, 2023.
2. There is no change to the contract amount.
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 16, 2023
Date _____

By _____
Sherri Norris
California Indian Environmental Alliance

Date _____

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. 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

EXHIBIT A
SCOPE OF WORK

Professional Services by California Indian Environmental Alliance.
Fiscal Years 2016 & 2017

1. Scope of Work – CIEA

Submitted to: Bay Area Clean Water Agencies (BACWA)

Date Submitted: June 17, 2015

Submitted by Organization:

California Indian Environmental Alliance
526 Grand Avenue
Oakland, CA 94610
(510) 848-2043
www.cieaeweb.org

Contacts: Sherri Norris, Executive Director and Vanja Danilovic, Organizational Development

Project Title: “Eating Fish Safely” Exposure Reduction in the San Francisco Bay Area

The following activities will be completed by CIEA staff between July 1, 2015 – June 30, 2017 utilizing materials previously developed by CIEA, CDPH-EHIB and new US Dietary Guidelines should they be available during the project timeline.

1. Provide fish consumption advice to forty (40) families using fish consumption advisories and “Making Healthy Fish Choices” curriculum during a minimum of three (3) community clinic events (in different Counties)
2. Gather fish consumption and fishing location information from a minimum of twenty (20) families.
3. Trainings for WIC staff at three (3) WIC clinics using fish consumption advisories and “Making Healthy Fish Choices” curriculum
4. Trainings for Health Care Providers at two (2) clinics using CDPH-EHIBs new online trainings and/or CIEA’s supplementary information
5. Distribution of Mercury Education Outreach packet including the local fish consumption advisories and instructional printed materials on how to communicate these advisories to each health care service clinic (2) and WIC clinic (3) in SFBA.
6. CIEA staff will attend an Annual Progress Meeting with SF Bay Area Regional Water Board and Bay Area Clean Water Agencies staff to provide the annual report, and provide progress reports.

For the dates that these activities will be completed please see the Timeline submitted with our proposal. The following are the months and corresponding quarters.

1st Quarter: July-Sept
2nd Quarter: Oct-Dec
3rd Quarter: Jan-Mar
4th Quarter: Apr-June

**6. Timeline CIEA –
Year 1**

<u>Beginning July 2015</u>	Q1	Q2	Q3	Q4
<i>Activities:</i>				
Outreach to clinics	X			
Scheduling	X	X		
Surveys		X	X	X
Update materials	X			
Community Events				
Tabling		X	X	X
Clinic events tabling		X		X

<u>Beginning July 2016</u>	Q1	Q2	Q3	Q4
Outreach to clinics	X			
Scheduling	X	X		
Surveys		X		
Update materials x	X			
Community Events				
Tabling		X	X	X
Clinic events tabling		X	X	X

EXHIBIT B

HOURLY RATES/REIMBURSABLE EXPENSES

Consultant

Hourly Rate

Hourly rates for personnel are as follows:

Executive Director: \$35/hour

Program Coordinator: \$25/hour

Organizational Development: \$27/hour

Consultants are generally \$100 per hour (graphic artist and outside contractor who previously completed WIC trainings in our Oakland pilot)



BACWA-BAAQMD Implementation Workgroup Meeting Agenda

Date: June 12, 2023
Time: 1-3 pm
Zoom Link: Link is provided in meeting invite
Call-in: Included in meeting invite

- 1) **Introductions**
- 2) **Overview of Previous Meeting: Decisions and Action Items**
(see table on following page for detailed status updates)
 - a) Engage in BAAQMD Strategic Planning
 - b) Extensions for source testing from Enforcement staff, not source testing staff
 - c) Standard permit conditions edits
 - d) Standard formatting for source test results
 - e) BAAQMD / CASA Air Toxics Study coordination
 - f) Review PM 2.5 Local Risk Method
- 3) **Outlook on Engagement**
 - a) BAAQMD Strategic Planning including the New Executive Officer
 - i) Management Audit
 - ii) 5-Year Plan
 - iii) White Paper on Future Regulations
 - b) Statewide Two-Step Process Updates (meetings with CARB and CASA)
 - c) Source Test Concerns
 - d) Permitting Process and Timelines (engagement on standard permit conditions)
 - e) Reopening of Permitting Rules (Regulation 2)
 - f) Report to BAAQMD Board
- 4) **Other Opportunities for Collaboration between BACWA and BAAQMD**
- 5) **Decision/Action Item Summary**
- 6) **Schedule Next Quarterly Meeting:** <BACWA Members to Coordinate/Share Available Dates>
- 7) **Adjourn**

Action item	Discussion	Status (updated 6/12/23)
a) Engage in BAAQMD Strategic Planning (including new Executive Officer) and/or go to Finance and Administration Committee to request more staff be assigned to permitting	BAAQMD hiring <10 staff agency-wide this year. Engineering trying to fill existing positions plus 4 new ones in FY 22-23. Board retreat scheduled for March. BAAQMD is bringing in a SP consultant; process expected to take a year.	<i>New EO (Dr. Philip Fine) start date was Feb 21st and work together on a Board Report highlighting the purpose and progress of the Implementation Workgroup</i> <i>BACWA provided public comment on need for additional staff assigned to POTW permits</i> BACWA will track finance and Administration Committee agendas to identify opportunities to engage in Strategic Planning Phil to be invited to future Workgroup meetings
b) BACWA members to ask for extensions on source testing from Enforcement staff, not source testing staff	Confirmation of authority for granting extensions. Facilities having difficulty getting source test companies to come do testing. Jason suggested standard permit conditions could be modified to reflect hours of operation vs. calendar operation, which could alleviate some testing issues.	<i>BAAQMD (Pam) to identify lead in Compliance and Enforcement Division to engage with BACWA.</i>
c) Standard permit conditions markups to BAAQMD February 9 th	Sanjeev recommended working directly with Brenda Cabral on SPCs and others going forward. Copy Sanjeev on emails to keep him informed.	<i>Brenda and Sanjeev to respond to edits and propose additional SPCs for BACWA review.</i> <i>Sanjeev forwarded to Brenda on 2/10/2023</i> Sanjeev and Brenda to review SPC list and propose additional for BACWA review.
d) BACWA to work with Jerry on standard formatting for source test results to improve reporting quality and efficiency	Get input on what methods could be approved. Both BAAQMD and source test specialists are under-resourced. Standardization would be helpful and save both source test specialists and facilities time and effort.	<i>Elaine (BAAQMD) to confer with Jerry and Marco on next steps, then follow up with BACWA.</i> BACWA to work with BAAQMD to plan source testing workshop, including source testing firms.
e) BAAQMD / CASA Air Toxics Study coordination	First meeting with BAAQMD 12/7/22. Discussed alignment between CARB two-step process and BAAQMD Rule 11-18	<i>Continued coordination via CASA and with CARB (new CARB staff recently assigned and meetings to resume</i>

	implementation. Additional meetings to take place between CASA and CARB in the near future.	<i>in June). Sanjeev and Brenda would like to provide input on Bay Area facility selection for source testing. Continue to coordinate with CASA.</i> <u><i>BACWA will send out invitation for meeting with CARB/CAPCO/Regional Air Districts in late summer.</i></u>
f) Review PM 2.5 Local Risk Method	Discussed next steps.	<i>BACWA to monitor Stationary Source, Advisory Council and Community Advisory Council meeting agendas.</i>
<u>g) Nitrous oxides emission</u>	<u>N2O is generated either in the receiving water or at the treatment plant for agencies who are removing nitrogen. Discussed unknowns in N2O generation, and that N2O is likely a GHG, not an ozone or PM precursor.</u>	<u><i>BAAQMD to identify point of contact for this issue.</i></u>
<u>h) Report to BAAQMD Board</u>	<u>BACWA provided a draft report, which will be included in the BAAQMD Board packet in July.</u>	<u><i>BACWA to update draft report based on today's meeting, then send to BAAQMD staff for their edits prior to being included in BAAQMD Board packet.</i></u>

BAAQMD Board Update

BAAQMD-BACWA Implementation Workgroup

Tentatively to be delivered during the June or July 2023 Board meeting

The wastewater sector is BAAQMD's partner in community protection. It is regulated by BAAQMD as well as other regional and state agencies, necessitating coordination on projects to address multiple environmental goals and regulatory objectives. As Regulation 2 was amended in 2021, BAAQMD staff recognized that need and proposed engaging more closely with the wastewater sector to help facilitate its implementation. As a result, BAAQMD established the wastewater-focused Implementation Workgroup.

The Workgroup consists of leadership from BAAQMD staff and the Bay Area Clean Water Agencies (also referred to as BACWA). BACWA is a joint powers agency whose members own and operate publicly-owned wastewater treatment works that collectively provide sanitary services to over 7.1 million people in the nine-county San Francisco Bay Area. The Workgroup will work to facilitate implementation of Regulation 2 amendments and will remain in place to address other regulatory concerns, such as toxic air contaminant reduction, future rule development, permit issuance, and best available control technology determination.

Since the Workgroup began, the Implementation Workgroup has met five times (March, July, and October of 2022, and February and June of 2023) focusing on the topics of Regulation 2 implementation, the wastewater sector's statewide air toxics study, BAAQMD's permitting process (including staffing needs), as well as source test reporting and standard permit conditions. The intent is to continue meeting quarterly to work toward increasing efficiency in the permitting process for critical wastewater projects in balance with various regulatory objectives.

Specific topics covered during the first five meetings are provided below for reference:

March 2022 (Kick-Off):

- Regulation 2 Amendments Summary
- Implementation Workgroup – Objectives and Considerations
- Implementation Workgroup – Future Meeting Dates and Logistics

July 2022

- Intersection of BAAQMD and State Regulations (Rule 2-5, Rule 11-18, AB 617/AB 2588 – CTR and EICG Updates)
- Statewide Wastewater Sector Air Toxics Study: Two-Step Process (BAAQMD coordination)
- Other Opportunities for Collaboration (PM_{2.5}, South Bay Odor Study)

October 2022

- Statewide Wastewater Sector Air Toxics Study: Two-Step Process and BAAQMD Rule 11-18
- Permitting Process and Timelines (permit flow tracking, critical path permitting)
- Source Test Concerns (timely notification of new test methods, report review and approval)

February 2023 (continued from previous meeting discussion)

- Statewide Wastewater Sector Air Toxics Study: Two-Step Process and BAAQMD Rule 11-18
- Permitting Process and Timelines
- Source Test Concerns (including compliance and enforcement coordination, developing standard report formatting)

- Getting Involved in Strategic Planning with the new Executive Officer

June 2023 (continued from previous meeting discussion)

- Engaging in Strategic Planning with the new Executive Officer
- Statewide Wastewater Sector Air Toxics Study: Two-Step Process and BAAQMD Rule 11-18
- Source Test Concerns (including discussion for a POTW specific workshop with BAAQMD staff)
- Permitting Process and Timelines (including revisions to standard permit conditions)
- Projected Regulatory Changes

Key actions and outcomes of these discussions are summarized in the table below:

Item	Outcome
Permit Backlog	<ul style="list-style-type: none"> • To streamline POTW facility permits in support of community protection, BAAQMD received BACWA's edits submitted on three standard permit conditions – BAAQMD to get back to BACWA on incorporating edits, as well as editing additional standard permit conditions. • Workgroup acknowledged need for additional permitting staff to help manage the backlog.
Statewide Wastewater Sector Air Toxics Study	<ul style="list-style-type: none"> • Agreement by BAAQMD staff to engage in the statewide Air Toxics Study (identifying five staff members to do so) in collaboration with CARB and other regional Air Districts, and reference updated/new emission factors (determined as part of the statewide study) in BAAQMD Rule 11-18 data analysis. Meetings with CARB are anticipated to begin in late summer 2023.
Source Test Requirements & Reporting	<ul style="list-style-type: none"> • Workgroup agreement that a standard report format would be beneficial, BAAQMD to provide feedback on next steps. • BAAQMD to convene a POTW focused workshop on source test requirements and reporting.
Ongoing & Future Collaboration	<ul style="list-style-type: none"> • Agreement by BAAQMD staff to inform BACWA of upcoming rule development to collaborate ahead of rule adoption on issues that may impact operations at POTWs.
Strategic Planning	<ul style="list-style-type: none"> • BAAQMD staff recommended involving BACWA in strategic planning efforts with the new Executive Officer. BACWA to engage in District level planning as external stakeholders, as appropriate.

PFAS Phase 2 Study Schedule

Deliverable	Target Completion Date
Sample collection complete and shipped to laboratory	May 2022 -> delayed to Oct. 2022
Laboratory analysis complete and report final dataset	August 2022 -> delayed to March 2023
Data QA/QC completed	April - May 2023
Preliminary data presentations	April - June 2023
Upload data and monitoring report to Geotracker	July 2023
Data analysis and interpretation	April - July 2023
Discussion of results	June - Sept. 2023
Draft Report	Sept. - Dec. 2023
Final Report	Dec. 2023 - March 2024



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

Date/Time: May 12, 2023, 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		
BACWA	Amit	Mutsuddy	Member	X	
	Jackie	Zipkin	Alternate	X	
	Lori	Schectel	Alternate	X	
	Eric	Dunlavey	Member	X	
Cal DFW	Becky	Ota	Member		
U.S. Geological Survey	Mike	Chotkowski	Member	X	
NOAA Fisheries	Joe	Dillon	Member	X	
	Brian	Meux	Alternate	X	
Regional San	Lisa	Thompson	Member	X	
San Francisco Baykeeper	Ian	Wren	Member		
South Bay Salt Pond Restoration Project	David	Halsing	Member	X	
Interagency Ecological Program	Steve	Culberson	Member	X	
SFCWA	Lynda	Smith	Member		
	Frances	Brewster	Alternate		
U.S. EPA	Luisa	Valiela	Alternate	X	
	Dana	Michels	Alternate	X	
U.S. FWS	Leanna	Zweig	Member		
WSPA	Kevin	Buchan	Member	X	
Ocean Protection Council	Kaitlyn	Kalua	Member	X	
Central Valley Water Board	Adam	Laputz	Member		
	Janis	Cooke	Alternate	X	
	Christine	Joab	Alternate		

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

Additional Attendees

David Senn, SFEI, Science Manager, Program Coordinator Team
Robert Schlipf, Water Board
Lilia Mourier, SFEI
Farid Karimpour, SFEI
Dan Killam, SFEI
Allie King, SFEI
Ariella Chelsky, SFEI
Pradeep Mugunthan
Mary Lou Esparza, CCCSD
Blake Brown, CCCSD
Keven Lunde, Water Board
Lorien Fono, BACWA
Mary Cousins, BACWA

Meeting materials are available here:

<https://drive.google.com/drive/folders/1cZYArziJWiYUsWPPR1OEuk52p9Sg7vn9>

1. Welcome, Introductions and Agenda Review

The group did a round of introductions.

2. Approve March 10 meeting summary

It was noted that the date was wrong on the top of the summary, and the EPA designate to the NMS needs to be updated once they are identified. EPA will have a floating designate in the meantime. Terry Fleming and Geoff Brosseau were removed from the Steering Committee list. Tom asked for a motion to approve summary as corrected. Eric made the motion and Tom seconded.

3. Information: Action Items

March Action Item: The science team will send out a reminder to the Steering Committee requesting feedback on FY24 priorities prior to the May Steering Committee meeting. – This was completed and will be the focus of today's meeting.

4. Information: Planning Subcommittee Report Out

The Planning Subcommittee has been discussing developing an incident response plan if there is another HAB event. This will need to be a multi-lateral effort between different agencies at the State and Regional level, including Public Health and Fish & Wildlife. Internal deadline for this effort is the end of June.

5. NMS Program Updates

Dave reintroduced the science team. He shared the progress tracking page for NMS projects, and the link that provides access to the NMS deliverables. The modeling team has been moving forward, and has convened a Modeling Advisory Group which provided recommendations for model improvement and scenario testing. The simulations run through the year 2018, but observational infrastructure was ramped up around that time. There is a balance between directing resources

toward model improvement, and testing scenarios. The hydrodynamic and biogeochemical models have not been coupled, and the open source base model has been updated. The team will need to put resources into upgrading the model to the new base model.

The field program, including ship-based modeling have been moving along well. Lilia will be moving to grad school in the fall, so there needs to be some staffing redundancy.

For an emergency response plan, there needs to be a field monitoring component, and would like to have an early warning component as well. The team have spun up a remote sensing tool that is based on European Space Agency satellite data. Dave showed a time series for data from February through April. There are relatively high concentrations of chlorophyll in the salt ponds. Right now the data are being stored internally but will be made publicly available.

We were successful at getting a WQIF grant for which \$1.5M is applicable to the NMS, including shoal mapping, and remote sensing. We've got a 1.5yr project (\$200k) for a post-doc to look for causes for the HAB event. Future SEP funds will be made available for HAB response. We just heard this week that the MERHAB proposal was likely successful, and funding will be available by the fall, and provide \$3M across 5 years.

6. Decision: Program Plan

Dave gave an overview of the spreadsheet mapping projects to program goals. He gave a detailed overview of the proposed revenues and expenses in FY24. There is \$2.475M available for FY24 program funds, of which \$1.8M is permit funds. RMP funds have historically been used to support the mooring program, but are being proposed this year to support ship-based monitoring.

Proposed expenses as follows:

- Ship-based monitoring - \$519K
- Mooring network - \$490K
- Modeling - \$500K
- Program coordination – 559K
- Special Projects - \$375

The total is \$2.443K, leaving a \$32K balance between projected revenues and expenses. There was a discussion about hiring a program manager, and when could that happen.

There was a question about where HABs fit into the program plan. Some of the monitoring funding includes supports for monitoring via molecular techniques, and there is also HAB work happening under the deep subtidal assessment framework project. Eric suggested that the program plan be expanded to give more detail about the core program to address some of these projects.

Tom commented that we're going to require nutrient reduction in the next permit, so the science program needs to be targeted in the short term to support those findings. We also need to consider what elements of the program will need to be sustained in the long term. EPA is interested in providing sustained science support for the SF Bay.

Amit asked for an update on the FY23 budget. Dave responded that there will not be cost overruns. The accounting is a little complicated, since resources were reallocated due to the HAB event. The impact is that some of the projects will carry over into the next fiscal year. Lorien will work with Jen Trudeau on developing a budget to actual sheet for presentation at future meetings so that the Steering Committee can track expenditures.

Tom asked for a motion to approve the proposed program plan. Eric made the motion and Ian seconded. The motion passed unanimously.

7. Technical Update: Monitoring Program Update

Ari shared the list of monitoring priorities, including assessing condition, detecting changes over time, and supporting improved understanding of ecosystem responses and mechanisms. The program includes ship-based sampling (biweekly to monthly, moored sensors, and lateral mapping cruises (6x/year from April to October). Some recent developments are:

- Ship-based Sampling – SFEI contributed \$200K for a new research vessel. Additional analytes have been added.
- Moored sensors – The team has added stations to the shoals and the improved characterization of nitrogen. They have expanded measurements of sediment in collaboration with the RMP.
- Lateral mapping – allowed rapid mobilization during the HAB, when six additional cruises were conducted.

Special studies include measurement of sediment fluxes, and program management. Ari shared the progress toward a sustained basic monitoring program. Benthos community monitoring and zooplankton community characterization are the biggest gaps. High priority future work includes expanding moored sensors, shoal mapping in the core program, early warning, remote sensing, enhanced collaboration with regional partners, and targeted fundraising.

There were comments on the importance of synthesis work, as well as comments in favor of enhancing high-frequency monitoring, improved capacity for utilizing remote sensing, and reviving mussel toxin monitoring. Ari responded that several of those elements are going to be funded by the MERHAB grant. Tom Mumley reminded the group that we need to have certainty on the costs of a sustainable monitoring program that does include synthesis and reporting.

There was a question about data on fish community abundance. The San Francisco Bay Study (CDFW) would probably have the most comprehensive data, available here: <https://wildlife.ca.gov/Conservation/Delta/Bay-Study>. Brian Meux responded USFWS has a long-term dataset available from the Delta Juvenile Fish Monitoring Program (DJFMP) that conducts beach seines in the Bay and Upper Estuary. There are several stations in the Central Bay - <https://www.fws.gov/project/delta-juvenile-fish-monitoring-program>. Joe Dillon responded that Most of IEP's Biological Data is available on our web site, or at EDI <https://iep.ca.gov/Data/IEP-Survey-Data>, and <https://portal.edirepository.org/nis/simpleSearch>.

8. Presentation: Multi-benefit Nutrient Management

Lorien Fono gave an overview of the three studies required by the Nutrient Watershed Permit to develop a menu of options for reducing nutrients. The optimization/upgrade/sidestream treatment study was submitted in 2018. A recycled water evaluation and NbS study will be submitted by July 1, 2023. The preliminary results of the recycled water evaluation shows that nitrogen reduction by recycled water will likely double by 2040. Lorien gave an overview of BACWA members' plan for reducing nutrients in the short to long term. Projects will begin implementation in summer 2023, and continue beyond agencies' current long term capital planning horizons. The long term goal is to implement multi-benefit projects to maximize climate change resilience, with nutrient removal as a major component.

There was a discussion about climate impacts, and the importance of balancing nitrous oxide emissions concerns with concerns about nutrient discharge to the Bay.

9. Other Business:

Participants shared updates in the zoom chat.

Kaitlyn Kalua: Statewide Nutrient Management Workshop, May 18:

https://www.waterboards.ca.gov/board_info/calendar/docs/2023/notice_nutrientmanagement_041023.pdf

Steve Cuthbertson shared items from HABs per the delta council:

<https://viewperformance.deltacouncil.ca.gov/pm/harmful-algal-blooms>

<https://deltacouncil.ca.gov/pdf/science-program/information-sheets/2022-10-21-draft-delta-harmful-algal-bloom-monitoring-strategy.pdf>

10. Action Items and Wrap-up

- Update the Steering Committee list of representatives.
- SFEI to make satellite data available to stakeholders
- Develop budget to actual spreadsheet for future meetings
- Circulate provisional Communication Strategy by the end of June
- Change October 20 meeting date to the 27th.

Next meeting is scheduled for October 27.

Adjourned at 12:25 pm



B A C W A
BAY AREA
CLEAN WATER
AGENCIES

DRAFT

Executive Board Special Meeting Agenda

SF Bay Regional Water Board /

BACWA Executive Board Joint Meeting

Tuesday, June 27, 2023, 1 PM – 3 PM

Regional Water Board Office, 1515 Clay St. #1400, Oakland

ROLL CALL AND INTRODUCTIONS – 1 p.m.

PUBLIC COMMENT – 1:05 p.m.

DISCUSSION/OTHER BUSINESS- 1:10 p.m.

Topic	Goal	Time
1. Agency Updates	<ul style="list-style-type: none">• Roundtable from BACWA and Water Board	1:10
2. PFAS	<ul style="list-style-type: none">• Update on BACWA's PFAS Regional Study• Other regulatory and legislative updates	1:30
3. Recycled Water	<ul style="list-style-type: none">• Completion of Nutrient Watershed Permit study and planned follow-on work• Water Board update on Strike Team activities• Invitation to Permits Committee to speak on RO Concentrate disposal permitting considerations• September 20 Workshop on Interagency Collaboration• Proposed Basin Plan Amendment to Address NPDES Permitting Needs	1:40
4. Chlorine	<ul style="list-style-type: none">• Water Board update on Blanket Permit Amendment	1:55
5. Nutrients	<ul style="list-style-type: none">• Water Board and BACWA updates on planning for 3rd Watershed Permit• Continued coordination for development of model scenarios	2:00
6. Upcoming Events	<ul style="list-style-type: none">• Presentation on Mercury and PCBs Risk Reduction Activities - TBD• Pardee Technical Seminar – Sept 8, 2023	2:50

ADJOURNMENT

Mary Cousins

From: bappg-bacwa@googlegroups.com on behalf of Moyer, Alessandra@Waterboards
<Alessandra.Moyer@Waterboards.ca.gov>
Sent: Wednesday, June 7, 2023 3:15 PM
To: BAPPG
Subject: Soliciting Nominations for 2023 P2 Award

Good afternoon BAPPG,

The San Francisco Bay Regional Water Board is now soliciting nominations for the 2023 [Dr. Teng-chung Wu Pollution Prevention Award](#). The annual award honors an agency or organization that has shown collaboration, leadership, and innovation in pollution prevention.

To submit a nomination, please send me an email with a brief summary of the ways your nominee is a standout pollution preventer. Feel free to nominate your own agency!

The nomination period will close **June 30, 2023, at 5:00 pm**. The award will (tentatively) be presented at the September 13, 2023, Regional Water Board meeting.

Don't hesitate to reach out if you have any questions.

Thanks,

Alessandra

Alessandra Moyer
Environmental Scientist
NPDES Wastewater and Enforcement Division
San Francisco Bay Regional Water Quality Control Board
510.622.2116
Pronouns: she/her/hers

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

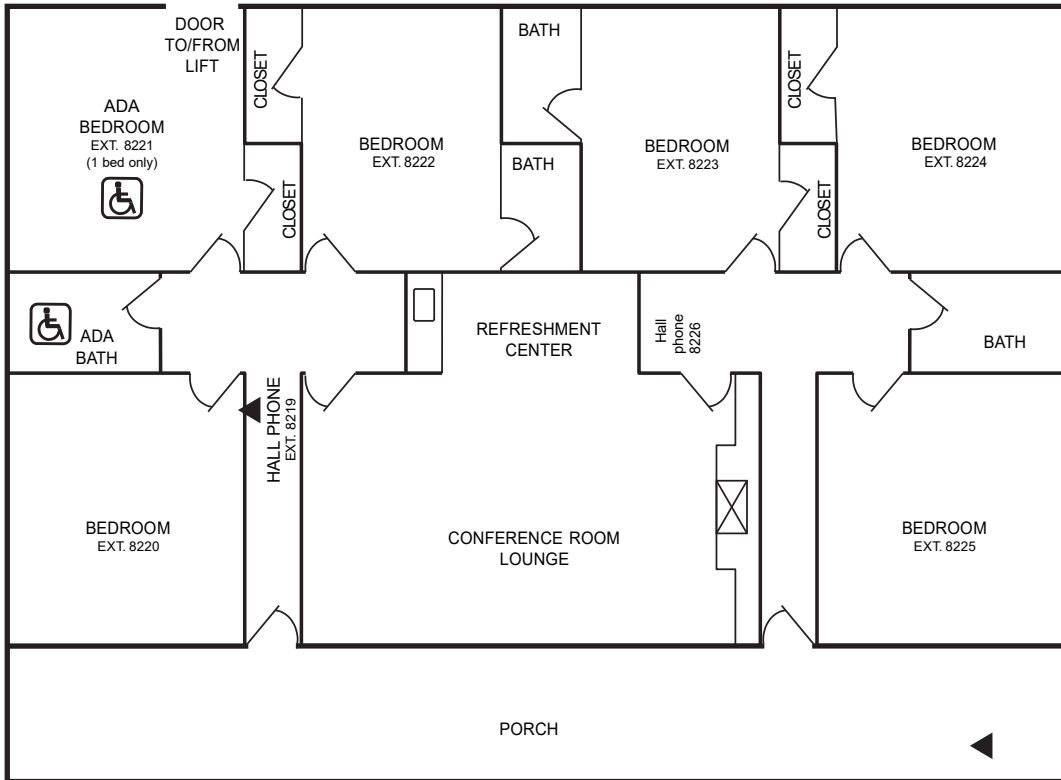
To unsubscribe from this group and stop receiving emails from it, send an email to BAPPG-BACWA+unsubscribe@googlegroups.com.

To view this discussion on the web visit <https://groups.google.com/d/msgid/BAPPG-BACWA/PH0PR09MB8809376255CD99E064E35171A853A%40PH0PR09MB8809.namprd09.prod.outlook.com>.

INDICATE DESIRED ROOM ASSIGNMENTS

(Double Occupancy)

PARDEE LODGE (Handicap Access via lift into ADA bedroom)

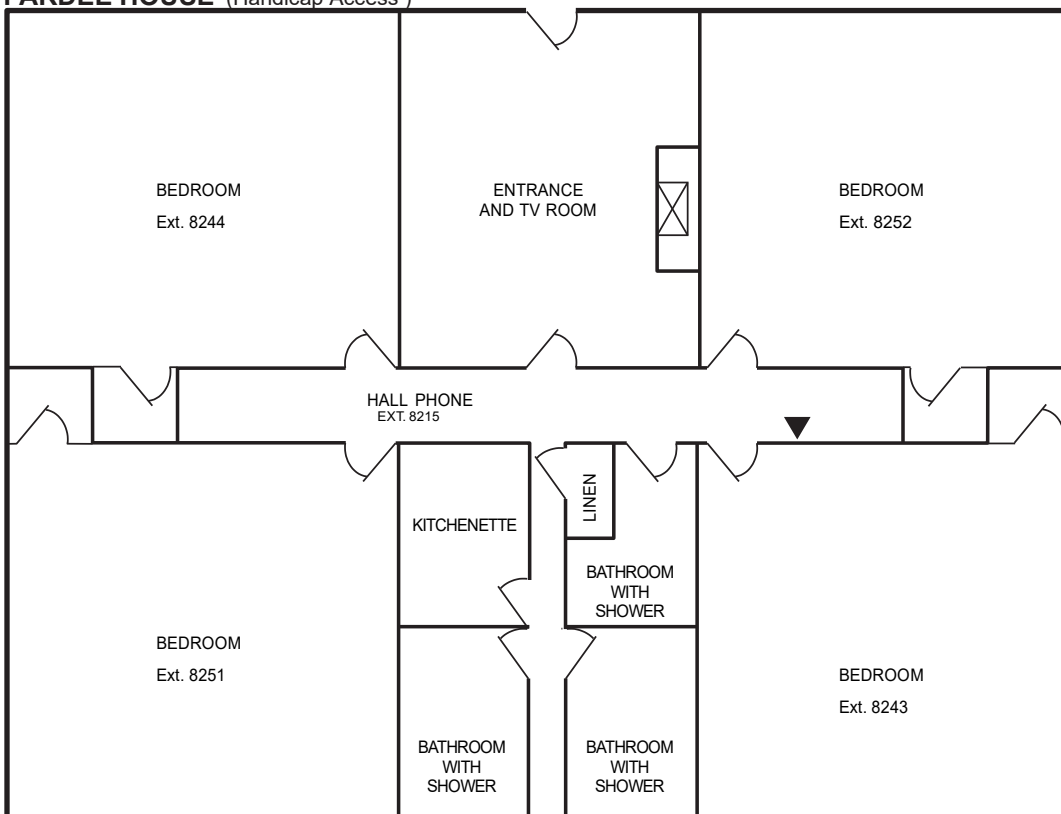


MCLEAN HALL (upstairs)



Note: To call from outside the District, dial 209-772-(ext.). From within the District, dial the 4-digit extension.

PARDEE HOUSE (Handicap Access)



Succession Planning for BACWA Committees, FY24

1-Jun-23

Changes to Committee Leadership are indicated in Red

Committee	Chair / Co-Chairs	Vice Chair	Succession Plan for FY24
AIR	Nohemy Revilla, SFPUC Jason Nettleton, San Jose		No change
BAPPG	Autumn Cleave, SFPUC Robert Wilson, Santa Rosa	Joe Neugebauer, WCWD	No change
Biosolids	Committee cormant due to biosolids activities being carried out by BABC.		Committee Dormant until further notice
Collection Systems	Andrew Damron, NapaSan Tyree Jackson, City of Oakland		New Co-chair needed to replace Andrew Damron
Info Share Ops/Maint	Committee currently dormant.		New format TBD
InfoShare/Asset Mgmt	Rebecca Overacre, EBMUD Khae Bohan, CCCSD		
Laboratory	Samantha Bialorucki, City of Palo Alto	Blake Brown, CCCSD	Blake Brown (CCCSD), Chair Kristy Fournier (DSRSD), Co-Chair
Permit	Jennie Pang, SFPUC	Amanda Roa, Delta Diablo	Amanda Roa (Delta Diablo), Chair Anne Hansen (City of San Jose), Vice-Chair
Pretreatment	Michael Dunning, Union San Casey Fitzgerald, San Jose		
Recycled Water	Stefanie Olson, DSRSD Reena Thomas, EBMUD		No change

Changes to Committee Leadership will be reported annually and intra-year by Executive Director to Executive Board

BACWA Board Meetings

Locations

April thru December 2023

April 17th - SFPUC

May 5th – Annual Meeting, Brower Center Berkeley

June 16th – Orinda

July 21st – SFPUC

August 18th – Orinda

September 7 & 8th – Technical Seminar, Pardee

October 20th - SFPUC

November 17th - Orinda

December 15th – SFPUC

Lorien Fono

From: Krishna R Pagilla <pagilla@unr.edu>
Sent: Thursday, June 8, 2023 1:02 PM
To: Lorien Fono
Subject: RE: Prof. David Jenkins Operator Scholarship at the Water Environment Federation

Hi Lorien,

Thanks for quick action on this. We did not develop the criteria yet for the award. That is to be done once we reach the endowment goal. Here are my thoughts.

1. Anyone who is an operator at a wastewater treatment plant/water reclamation facility can apply for this. Should not be any restrictions. Most likely, early career operators would be most benefitted and interested.
2. It will be national competition since it is done at the national level with equal opportunity for applicants from our region. Bay Area agencies will definitely be interested in having their operator(s) win the scholarship.
3. I believe workforce development is a key challenge to protecting our water resources, and having skilled operators who have advanced training and education is critical.

Best regards,

Krishna...

Krishna Pagilla, PhD, PE, BCEE
Ralph & Rose Hoeper Engineering Professor
Foundation Professor
Chair, Civil and Environmental Engineering
775-682-7918

From: Lorien Fono <lfono@bacwa.org>
Sent: Thursday, June 8, 2023 12:50 PM
To: Krishna R Pagilla <pagilla@unr.edu>
Subject: RE: Prof. David Jenkins Operator Scholarship at the Water Environment Federation

[EXTERNAL EMAIL]

Hi Krishna, thanks for reaching out. I've put this request on the BACWA Executive Board agenda for next week. Do you know if there will be any restrictions on who can apply for this scholarship? Will it be awarded nationally, or to a student in our region? These criteria will help us decide whether supporting the scholarship is consistent with BACWA's strategic plan.

From: Krishna R Pagilla <pagilla@unr.edu>
Sent: Thursday, June 8, 2023 9:14 AM
To: Lorien Fono <lfono@bacwa.org>
Subject: Prof. David Jenkins Operator Scholarship at the Water Environment Federation

Hi Lorien,

My name is Krishna Pagilla (Cal PhD '94) and I am helping efforts to fund an endowment at the Water Environment Federation that will provide an annual scholarship to a wastewater treatment plant operator who plans to return to school for further education. The scholarship has been established in honor of late Prof. David Jenkins who has instrumental in operator training and education in his entire career. Prof. Jenkins, as you know, has been more impactful on the Bay Area Clean Water Agencies than any others in the world.

I have reached out to numerous agencies in the Bay Area, particularly through Cal alums. Unfortunately, many have policies in place that do not allow them to make a donation. I was suggested by many of them to reach out to you as you are the Executive Director of BACWA. I would like to request BACWA to consider a donation to WEF to support this scholarship. We have raised nearly \$125K of the \$250K needed to fund the endowment. Donation amounts ranged from \$5K to \$25K per entity and they mostly include private sector companies (Carollo, Hazen, BV, HDR, AECOM, Pace, and others) in the Bay Area. Both CWEA and WEF are considering sizeable donations to get us to the target.

Attached please find a flyer which briefly describes how to make a donation. If an invoice is needed, WEF will be happy to send one. I greatly appreciate your help and consideration of this request.

Please do not hesitate to contact me if I can answer any questions.

Thanks and regards,

Krishna...
773-991-5600 (cell)

Krishna Pagilla, PhD, PE, BCEE
Ralph & Rose Hoeper Engineering Professor
Foundation Professor
Chair, Civil and Environmental Engineering
Director, Nevada Water Innovation Institute
University of Nevada, Reno
1664 N. Virginia Street, MS0258
Reno, Nevada 89557-0258

Phone: 775-682-7918
E-mail: pagilla@unr.edu



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Professor David Jenkins Operator Scholarship



Professor David Jenkins has left a distinguished and influential legacy in education, research, and scientific advances in the water sector. Throughout his nearly 60-year career, he actively engaged operators both as Professor and later as Professor Emeritus at the University of California, Berkeley.

About the Scholarship

The Professor David Jenkins Operator Scholarship is being established in honor of his contributions and legacy to the wastewater operator community. This scholarship will provide up to \$10,000 to a wastewater operator to pursue a college education to further their career in the water sector. The Water Environment Federation (WEF) is building an endowment that will generate the annual funds to offer the scholarship each year in perpetuity.



How to Contribute

Donations can be made to the endowment fund online by visiting:



<https://www.wef.org/Jenkins-Scholarship>



SCAN ME

Or by mailing your donation to:

Water Environment Federation
Professor David Jenkins Endowment Fund
601 Wythe Street
Alexandria, VA 22314

Committee Request for Board Action: None

28 attendees (all participating remotely) representing 23 member agencies and the Regional Water Board, plus two guest speakers

Updates on Committee Activity and Announcements

- The steering committee is open to any BAPPG member. Contact [Autumn](#) or [Robert](#) to join.
- **Pesticides Subcommittee:** For the Department of Pesticide Registration's (DPR's) Sustainable Pest Management Roadmap, Anne Balis from San Jose will be the liaison from BACWA. Find the Roadmap here: https://www.cdpr.ca.gov/docs/sustainable_pest_management_roadmap/. BACWA representatives will be meeting with DPR soon to discuss implementation of the Roadmap. For Flea/tick pet pesticides: We are updating our tick/flea meds outreach messaging, and will present new messaging to the group when we have something to share.
- **Budget.** Joe shared that BAPPG has spent about 58% of its annual budget, which is about where we should be. The video campaign will be posted to the Unplanned Issues budget.
- **Outreach / Marketing:** The spring campaign will roll out the week of the 17th (Earth Week) with a video and Google ad campaign. Both will direct people to Baywise page on non-flushables, which SGA is helping to update.
- **BACWA Announcements:** BACWA is moving forward with a contract or general public outreach related to wastewater collection and treatment. Registration is also available [here](#) for the Annual Members Meeting. There will not be a hybrid option, but talks will be recorded for those who can't attend.
- **CWEA.** The [CWEA Annual Conference](#) will be held in San Diego from April 18-21. There will be a free toolbelt training in June; Susan will send out more information to the group soon.

Presentation from Responsible Flushing Alliance

Lara Wyss and Maria Pereyra-Vera from the [Responsible Flushing Alliance](#) provided a presentation to the group. As noted in the group's Annual Report for 2022 ([available here](#)), the Responsible Flushing Alliance formed in response to Assembly Bill 818 (Wet Wipes Labelling Law) signed in October 2021. The slides from the presentation are available [here](#) and included:

- The Responsible Flushing Alliance is a non-profit whose members include wipes manufacturers as well as advisory members such as the National Association of Clean Water Agencies, the California Association of Sanitation Agencies, and the National Stewardship Action Council.
- The purpose is to educate consumers about what not to flush and to look for the "Do Not Flush" symbol.
- Targeted efforts include media stories, educational resources, social media, and paid media.
- Educational resources (including materials in Spanish) are available at <https://www.flushsmartcalifornia.org/education/>
- Lara Wyss plans to have a toolkit ready to deploy to agencies in time for Flush Smart Day (July 1)
- Flushable vs non-flushable wipes info is available here: <https://www.flushsmart.org/myth-vs-fact/>

Next BAPPG General Meeting: June 7th, 2023, 10am – 12pm, Zoom

Committee Request for Board Action: None

Regular meeting: 42 attendees via Zoom representing 31 agencies, the Regional Water Board, and ELAP.

Q&A Session with ELAP Staff

Christopher Hand, Senior Environmental Scientist with the [Environmental Laboratory Accreditation Program](#) (ELAP), attended the meeting to answer questions about implementation of the TNI-2 standard and the Method Update Rule. He offered the following informal recommendations regarding the TNI-2 standard:

- ELAP staff are still discussing the process for labs to demonstrate compliance with the TNI-2 standard after 1/1/24. Chris strongly recommended that labs try to have a TNI-2 assessment before 1/1/24, but it is not a requirement. ELAP and third party assessors are offering TNI-2 assessments at this time (labs with sophisticated instrumentation must use the third party assessor). Attendees noted that your quality manual needs to be ready by 1/1/24, and could be requested by ELAP. Attendees requested that ELAP provide more information about how to show compliance with the TNI-2 standard (other than a TNI-2 assessment). If ELAP formally requests information, labs will have to provide it within 15 days.
- The group requested a copy of the checklist that ELAP is using for TNI-2 assessments, which could be a useful tool for laboratories. Following the meeting, Chris Hand noted that the current TNI checklists are the same ones from TNI, with [this one as the addendum for ELAP regulations](#). He also recommended relying on method checklists, checklists from other states such as Florida ([Florida](#)) or [North Carolina](#) or from other parties such as the California Society of Environmental Analysts (requires login).
- For rollout of the TNI-2 standard, ELAP is focused on providing assistance to laboratories. ELAP does not plan to take enforcement action as the first step in the path towards compliance with the TNI-2 standard. Instead, they would prefer to use the assessment process to resolve “findings.” However, ELAP would recommend enforcement action if an agency fails to comply with an information request.
- When there are repeat findings, third-party assessors are supposed to report back to ELAP.
- Labs cannot add information to an application that has already been submitted.
- ELAP is now able to issue certificates before the current one expires.

For the **Method Update Rule**, ELAP [recently posted documents](#) about updating Fields of Accreditation (FOAs).

- There is now an “amendment” application (Fee: \$1,000), and for labs that are only doing an amendment, the on-site assessment can be waived.
- There will be an overlap period: current FOAs containing old methods cannot be renewed after 2/1/24, but amendment applications can be submitted now for the new FOAs. Renewal applications will still be accepted with the old FOAs until 2/1/24.
- Proficiency tests (PTs) must be completed once per accreditation cycle year (not calendar year) and the same PT result can be used for renewal application **and** amendment application as long as it satisfies those requirements.

Assisted by Chris Hand, committee members discussed the timing of conducting proficiency tests (PTs) with respect to rollout of the MUR and developed the following examples:

- For a lab currently in Year 1 of its ELAP Certificate with an expiration date of September 2024: By September 2023, submit a PT for all FOAs for which the lab is currently accredited. The old methods will only be available until 2/1/24. Also, apply for an amendment application to update methods to new FOAs because this **cannot** be done as part of a renewal.
 - In October 2023 or later, order new PTs and use those results for an amendment application. If the amendment application is approved by ELAP, the **same** PTs can be used again for the renewal application that is due 90 days before the Sept 2024 deadline, meaning it will be submitted by June 2024.
- EPA has also proposed its next routine Methods Update Rule ([link](#)). Comments are due April 24, 2023.

Agency Reports and Group Discussion

- Brittany Rossi (Petaluma) shared a file noting differences between SM 5210 22nd and 23rd Editions.
- Attendees discussed keeping certification for Multiple Tube Fermentation when switching to Colilert.
- Attendees noted that it is best practice to include the initial correction factor of the reference thermometer (from calibration labs) in the working thermometer’s correction factor.
- USD is recruiting for a new QC chemist ([link](#)) and SFPUC will soon be recruiting 4 technicians.

BACWA Updates:

- The BACWA Annual Members meeting is May 5th ([Registration Link](#)).
- For compliance with the reissued General Order for Sanitary Sewer Systems, agencies should be prepared to sample for E. Coli for spills to freshwater; Sample for Enterococcus for spills to Bay segments; and also sample for total coliform OR fecal coliform for spills to Bay segments with SHELL beneficial use.

TNI Training and Implementation

- The next TNI training session will be April 25th and Diane Lawver will cover Part 2 Module 4. Recordings of previous sessions are available through the [BACWA website](#) (password required).

Next Regular Meeting : Tuesday, June 13, 2023, 10 AM on Zoom

Committee Request for Board Action: None

Regular meeting: 27 attendees via Zoom, representing 17 member agencies

Statewide Toxicity Provisions

USEPA may approve the Toxicity Provisions soon very soon. The Regional Water Board has slightly modified the requirements for species sensitivity screenings to avoid permit re-openings. The most recent version of the standard language for Region 2 NPDES Permits is found in the [Tentative Order for Pinole](#) (Section 5.3.1.2, p. E-10), which will be considered at the Regional Water Board's June 14th meeting. A comparison of the previous version (found in the CMSA Tentative Order) with the most recent version is shown below in markup format:

If testing a particular species proves unworkable (e.g., the Discharger encounters unresolvable test interference or cannot secure a reliable supply of test organisms), the Executive Officer may authorize the temporary use of the next appropriate species as the most sensitive species ~~available of those listed in MRP Tables AE-1 and AE-2 that is in the same salinity classification and the same taxon as the most sensitive species~~. If there is no species in the same taxon, the next appropriate species is the species exhibiting the next highest percent effect at the IWC in the species sensitivity screening. The Executive Officer will confirm the temporary use of the next appropriate species in writing.

Tentative Orders

BACWA submitted comments on the CMSA Tentative Order ([link](#)). The permit will be considered for adoption at the Regional Water Board's May 10th meeting.

Proposed Updates to Contaminants of Emerging Concern (CECs) White Paper

BACWA staff will circulate an updated draft of the [2020 white paper on POTW participation in CECs studies](#). The purpose of the update is to document POTW participation in ongoing or recently completed CECs studies.

PFAS Update

Results from Phase 2 of BACWA's regional PFAS study continue to be delayed by the analytical laboratory, but may be available soon. BACWA staff shared a comparison of Phase 1 results with the EPA's [proposed drinking water MCLs](#) for six PFAS compounds. This was also circulated to committee members by email on 3/15/23.

303(d) List / Integrated Report

The [draft 2024 303\(d\) list](#) for Region 2 was released for public review. Comments were due April 3rd (BACWA did not comment). There are 137 new listings proposed in Region 2, and no new delistings. Notable results include:

- **No listings for microplastics.** No water bodies in Region 2 were identified as impaired due to microplastics, partly due to concerns about the distribution curve that was used to extrapolate information about microplastics in the Bay compared to the actual observations. The report notes that "beneficially uses may be potentially threatened," so this may be a listing to watch in the future. At this time, the predominant source of microplastics to the Bay is thought to be stormwater.
- **Notable new listings for estuaries and wetlands include:**
 - o **Pathogens** impairments added around the Bay for Coyote Point, Encinal Beach, Islais Creek, Mission Creek, as well as several spots in San Mateo County that are already being addressed through the SF Bay [Beaches Bacteria TMDL](#). Exceedances of the objectives for water contact recreation and shellfish harvesting are the reasons for the listings.
 - o **Temperature.** Suisun Slough and part of Suisun Marsh are newly listed for temperature because the water is warmer than 20 degrees during salmonid migration.

Enforcement Policy

The State Water Board has proposed changes to the [Water Quality Enforcement Policy](#) that could result in higher multipliers and larger fees for some violations. BACWA may submit comments on the proposed policy or sign on to a comment letter being prepared by CASA.

Nutrients Update

- Draft reports for the two special studies being prepared in compliance with the 2019 Nutrient Watershed Permit – the studies of nutrient removal via Recycled Water and via Nature-Based Solutions – will soon be available for member review. BACWA will require members to provide a sign-off letter certifying acceptance of each of the two reports, which are due July 1.
- The Nutrient Strategy Team is continuing to meet to discuss the potential for nutrient load reductions during the term of the 3rd Watershed Permit and beyond. Lorien Fono shared draft slides synthesizing information

from individual agencies about their existing nutrient load reduction plans. The slide deck will also be shared with BACWA members for use by individual agencies.

- BACWA plans to hire a consultant to provide assistance with public outreach. The work will start in FY23 and continue in FY24

Other Items

- USEPA does not currently plan to approve the [Basin Plan Amendment for chlorine residual](#) because of objections from federal resource agencies about USEPA's national ambient water quality criteria for chlorine. Regional Water Board staff are investigating alternative approaches to establishing chlorine effluent limits. More information will be available soon.

Next Permits Committee Meeting: June 13, 2023, 12:30 PM via Zoom

Committee Request for Board Action: None

25 attendees representing 10 member agencies

Risk, Renewal, and Reduced Regulation: Transforming Ross Valley Sanitary District's Regulatory-Driven O&M and Capital Programs

Allan Scott, Senior Utility Management Consultant with HDR and Steve Moore, General Manager of Ross Valley Sanitary District, presented on the District's asset management approach as captured in their [2021 Infrastructure Asset Management Plan \(IAMP\) Update](#). The District has embraced an asset management approach in responding to a 2013 enforcement order from the Regional Water Board, which required specific rehabilitation measures. The [presentation](#) and ensuing discussion noted the following:

- Since the preparation of the District's 2013 IAMP, the District has collected much additional information in the field through condition assessments of gravity pipelines, manholes, force mains, lift stations, and creek crossings. This additional information has allowed the District to re-evaluate priorities and reduce the total cost of their capital program.
- Repeated CCTVs of gravity pipelines has allowed the District to see how specific defects evolve over time. They were able to match up 203 defects observed twice, and only 10 of these (5%) showed evidence of deterioration over time. The defects with the highest rate of deterioration were those that extended past two "hours" of the clock (i.e., more than 1/6th of pipe's circumference).
- Asset management is the basis for about 60% of the District's capital program. The District also has maintenance-based, SSO-based, and capacity-based elements in its capital program. An example of a maintenance-based project is replacing pipes or manholes that are difficult to access for maintenance, or replacing a pump station component that is difficult to repair. In such cases, a capital project eliminates the need for costly or risky maintenance.
- The District uses Innovyze as its CMMS software. As they conduct cleaning in the field, they record how much debris is collected within each line. If there is a large amount of debris observed, the cleaning frequency is increased in the CMMS software, and vice versa. The District actively uses this CMMS software in its adaptive approach to capital project prioritization.
- As a result of its capital program over the last decade, the District has observed a reduction in rainfall-dependent I&I in the District overall. However, groundwater-dependent I&I has increased in some areas. More information is available in this [2023 report from West Yost](#).

Next Meeting: August 2023, Topic TBD

Committee Request for Board Action: None

33 attendees, all participating remotely, representing about 15 member agencies

SF-Peninsula Regional PureWater (SPRP) Program

Dawn Taffler (Kennedy Jenks), Melanie Tan (Kennedy Jenks), Arvind Akela (Silicon Valley Clean Water) and Azalea Mitch (City of San Mateo) presented on a preliminary planning effort for a potable reuse project on the Peninsula. The slides are available [here](#). SFPUC is considering this project -- as well as other options -- as part of its [Alternative Supply Planning Program](#). The consultant team, working with stakeholders like representatives from SCVW and San Mateo, is working to get the project "CEQA ready" by completing a Basis of Design report. Public comment would occur during CEQA review, if the project proceeds to that stage. During their presentation, the team shared many of the technical details of the project that have been scoped out so far, including:

- Treatment trains, layouts, pipelines, and other infrastructure needs for Reservoir Water Augmentation and Treated Drinking Water Augmentation alternatives. It may be possible to reuse several large force mains that are being decommissioned by SVCW as part of its [RESCU program](#).
- Operational considerations, including potential responses to multi-year droughts and large storms.
- Water quality constraints including RO concentrate disposal and reservoir water quality.

Funding Updates

Sachi Itagaki (Kennedy Jenks) provided updates on state and federal funding opportunities. The Governor's [May budget revise](#) is the same with respect to recycled water funding as in January; more analysis will be available soon from WaterReuse. Several water bonds are under consideration for the 2024 general election. [Recycled Water Facilities Planning Grants](#) continue to be available from the State Water Board, for up to \$500,000 at a 50% match. At the federal level, the Bureau of Reclamation will be issuing Title XVI planning grants in early 2024 (up to \$400,000, 25% cost share required). WIIN construction grants are expected to open in June 2023. For more information, see the [WaterSMART Schedule](#).

Regional Recycled Water Study Update

Mike Falk (HDR) updated the committee on the review and finalization procedures for the Recycled Water Evaluation being conducted in compliance with the 2nd Nutrient Watershed Permit. Mike previously shared some of the overall findings from the report at BACWA's Annual Members Meeting (see [slides](#)). The draft overall report was circulated to members on May 15th, and comments are due no later than Monday, May 29th (Memorial Day). After that, HDR/W&C will produce a final version of the report by June 8th. Agencies will be required to provide a letter of acceptance by a legally responsible official by June 22nd so that BACWA can meet the permit compliance deadline of July 1st.

Proposed Workshop: Enhancing Interagency Collaboration for Bay Area Water Reuse

A workshop on interagency collaboration to support the [National Water Reuse Action Plan](#) will be held on September 20th, tentatively to be held at Regional Water Board offices in downtown Oakland. A "save the date" will be sent out soon. Committee members are assisting with planning the event. The September 19th committee meeting will be cancelled.

Site Supervisor Training Update

A subcommittee is continuing to develop a site supervisor training video. A draft version of the first video called "What is Recycled Water?" was shared during the meeting. The second draft video, "Treatment & Water Quality," was also shared with the agenda. The videos should be finalized later this summer.

Legislation and Regulatory Update

- Draft Potable Reuse Regulations will be released soon (possibly June or July) for a 45-day review period.
- Reena Thomas provided updates on current legislation including [SB745](#) (drought resistant building standards), and [AB1572](#) (restricting non-functional turf from using potable water). The definition of non-functional turf may be applicable to other situations, so is worth a close review.

Announcements

- Materials from the BACWA Annual Members Meeting, including [a presentation](#) from the State Water Board's Karen Mogus, are available on the [BACWA website](#). BACWA is coordinating with Regional Water Board staff to provide information to the State Water Board's recycled water "strike team."

Next Meeting – Tuesday, July 18, 2023, 10:30 am – **Hybrid Format** (Zoom and In-Person at EBMUD)

Committee Request for Board Action: None

45 attendees (including 2 guest speakers) from 26 member agencies

Committee Leadership Recruitment. The committee is searching for a co-chair to replace Andrew Damron, who has capably served since 2019. Contact [Mary Cousins](#) or [Tyree Jackson](#) to volunteer or nominate a colleague.

Presentation on Nozzle Capacity Cleaning from Nezat Training & Consulting

Rusty Nezat from [Nezat Training & Consulting](#) presented on large diameter pipe cleaning after first sharing a [safety video](#). The presentation focused on the “step cleaning” process, which is a method of determining the appropriate length to clean in each step. Pipe size (e.g., 15”), the amount of debris in the pipeline (e.g., ¼ or ½ full), and the length of each pipeline segment (e.g., 300 feet) are used to determine the appropriate length of each step (e.g., 10 feet). Large diameter pipes may require a screw jack to keep the nozzle in place (note, screw jacks should be used cautiously in clay pipes as they could break). Upcoming opportunities for the full training session include:

- [Tri-State Seminar](#): Sewer Cleaning 102, August 7th, Las Vegas, NV
- CWEA-Sponsored Event, September 12th, City of Lodi. Contact [Adam Horch](#)

Presentation on Reducing Rainfall-Dependent I&I from ADS Environmental Services

Patrick Stevens from [ADS Environmental Services](#) presented on his 30 years’ experience in analyzing sewers to identify and reduce rainfall-dependent I&I (RDII). His slides are available [here](#). “Lessons Learned” included:

- It is very difficult to see reductions in RDII when looking at larger basins. Analysis should be conducted on the smallest basins possible (ideally < 10,000 linear feet of pipelines, and definitely no more than 20,000 lf).
- Flow monitoring technology has improved – use ultrasonic sensors instead of drift-prone pressure sensors.
- If flow is being determined via subtraction between two flow meters, the expected difference in flow should be at least 20%. Placing meters upstream of siphons is also useful.
- Using smaller basins may allow agencies to de-prioritize rehabilitation in areas that do *not* show high I&I volumes. There is potential cost savings in this more targeted approach. Focus on identifying the roughly ~20% of pipe segments that are likely to be responsible for ~80% of the I&I volume.
- Assess whether there has been a reduction in RDII by using a “Control Basin” approach. Control basins should be somewhat similar to the basin where a rehab project is going on. This approach does not depend on weather conditions to demonstrate RDII reductions in the area that had rehab project(s). Select the control basin before the rehab work is completed so that pre- and post-project flow data are available.

SSS-WDR Update

The State Water Board reissued the [SSS-WDR](#) in December 2022, and the effective date is June 5, 2023. The last day to certify continuing regulatory coverage in CIWQS is June 4th. BACWA is conducting outreach to agencies that have not yet certified coverage.

The Clean Water Summit Partners hosted training sessions on the reissued SSS-WDR in January, March and May (slides and video content are available [here](#)). The group discussed updates on Spill Emergency Response Plans, which must be updated by June 5th. Detailed information about new reporting modules are not expected to be released by the State Water Board until June 5th, when they will go live in CIWQS. Ongoing training opportunities for the SSS-WDR include free webinars from [CSRMA](#) and content on the [CWEA website](#).

To comply with water quality sampling requirements for spills larger than 50,000 gallons to a surface water body, San Francisco Bay Regional Water Board staff recommend:

- For spills to freshwater, sample for *E. coli*.
- For spills to non-freshwater (marine, estuarine, or brackish water): sample for Enterococcus.
- For spills to Bay segments with the SHELL beneficial use in [Basin Plan Table 2-1](#), sample for total coliform or fecal coliform in addition to Enterococcus.

Announcements and Events

- In April, CARB adopted the [Advanced Clean Fleet](#) regulations that require a gradual transition to zero-emission technology for medium- and heavy-duty fleet vehicles. BACWA representatives will participate in a statewide effort to develop training materials for the wastewater sector.
- On June 28th at Ironhouse Sanitary District, CWEA SF Bay Section will offer a open house training seminar with demos on hydro-excavation, trench shoring, underground line locating, and more. [See Flyer](#).

Next Collection System Committee Meeting: Thursday, August 17, 2023, 10 AM on Zoom

Committee Request for Board Action: None

38 attendees (all participating remotely) representing 26 member agencies and the Regional Water Board, plus one guest speaker

Updates on Committee Activity and Announcements

- **Regional Water Board Announcements:** The Regional Water Board is now accepting nominations for the 2023 [Dr. Teng-Chung Wu Pollution Prevention Award](#). If you know an individual or agency that has exemplified pollution prevention, send a description of the nominee to [Alessandra Moyer](#) by Friday, June 30th. The recipient will be formally announced at the Regional Water Board's September Board meeting to coincide with Pollution Prevention week.
- **Pesticides Subcommittee:** For Flea/tick pet pesticides: City of Palo Alto is finishing up new tick/flea meds outreach messaging, and will present new messaging to the group soon. The pesticides subcommittee recently submitted a [comment letter](#) to CA Department of Pesticide Regulation on pesticide fees. BAPPG representatives will be meeting with USEPA soon to discuss the agency's consideration of the Endangered Species Act during indoor pesticide registration reviews.
- **Budget.** BAPPG is on track to spend virtually all of its annual budget for the FY23 fiscal year.
- **Outreach / Marketing:** The spring campaign featured the 3 P's video in [English](#) and [Spanish](#).
- **BACWA Announcements:** Materials from the Annual Members Meeting, including [a presentation from the State Water Board](#) highlighting PFAS as priority, are available on the [BACWA website](#). In other news, the State Water Board has reissued the [General Order for Sanitary Sewer Systems](#). The reissued version requires agencies to implement a "Blockage Control Program," augmenting the previous requirement to implement a FOG Control Program.
- **CWEA** is recruiting members interested in helping plan the 2025 P3S Conference, which will be held in northern California. If interested, contact [Susan Hiestand](#) or [William Edwards](#).

Presentations on Social and Racial Equity in Pollution Prevention

Two speakers provided encore presentations on public outreach that were included in a March 2023 workshop on Social and Racial Equity sponsored by the [Transforming Urban Water Initiative](#).

- Joe Neugebauer from West County Wastewater District presented on the District's community engagement efforts related to the North Richmond Living Levee Project, which was a partnership with [The Watershed Project](#). The presentation slides are available [here](#). The outreach effort began over Zoom in 2020 and eventually included in-person engagement visiting the site of the proposed project. Joe emphasized the Pollution Prevention often involves one-way education focused on behavior change, but this sort of outreach is focused on listening. For climate resiliency projects like the North Richmond Living Levee Project, community engagement is a required component for project success, including funding eligibility. The project team is currently finishing up the 30% design and will be continuing community engagement throughout the project's duration.
- Heidi Nutters from San Francisco Estuary Project presented on the [Palo Alto Horizontal Levee Pilot Project](#). The presentation slides are available [here](#). The public outreach efforts for the project included many conversations on sensitive species habitat and public access. The City had previously identified interested stakeholders through development of its Climate Action Plan. Project design is wrapping up, and construction is anticipated to begin in 2024. The project will help inform future shoreline protection efforts in the City. The Palo Alto project received funding from USEPA's [San Francisco Bay Water Quality Improvement Fund](#), which through August 2nd is accepting applications for approximately \$30 million in grant funding to protect and restore San Francisco Bay watersheds and wetlands.

Next BAPPG General Meeting: August 2nd, 2023, 10am – 12pm, Zoom



Executive Director's Report to the Board April to May 2023

EXECUTIVE BOARD MEETING AND SUPPORT

- Worked with BACWA staff to plan and manage 4/21 Executive Board meeting
- Conducted the Executive Board meeting agenda review with the BACWA Chair
- Hosted 4/21 Executive Board meeting and distributed draft meeting notes
- Continued to plan Program for BACWA Annual Members meeting
- Conducted logistics planning and walkthrough of venue for Members Meeting
- Planned and led joint BACWA/R2 meeting, 4/27
- Hosted 5/5 Annual Members meeting
- Continued to track all action items to completion

COMMITTEES:

- Attended BAPPG, 4/5
- Attended Permits Comm, 4/11
- Hosted April Managers Roundtable meeting, 4/17
- Attended AIR Committee meeting, 5/31
- Attended Recycled Water Committee meeting, 5/17

REGULATORY:

- Prepared for and gave public comment at BAAQMD Finance and Administration Committee, 4/5
- Attended RMP Microplastic Workgroup meeting, 4/10
- Met with Air Toxics CASA Subgroup, 4/12
- Discussed PFAS Phase 2 data with SFEI staff
- Planned and met with CARB staff on Air Toxic process, 4/25
- Discussed extreme precipitation with member agencies
- Attended R2 meeting and commented on nutrient Board item, 5/10
- Attended SWB nutrient hearing, 5/18
- Met with Clean Water Social ED on Air Toxics, 5/22

NUTRIENTS:

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

- Met agencies to refine understanding of nutrient reduction planning
- Prepared for and participated in CWEA meeting nutrient session
- Met with R2 AEO to review agency nutrient planning efforts, 4/13
- Met with members of OAH TAC Steering committee, 4/13
- Reviewed SCCWRP OAH materials
- Met with NbS CMG, 4/14
- Planned and delivered presentation on nutrients at East Bay Leadership Council, 4/18
- Met with consultants to discuss nutrient regulatory framework

- Updated draft nutrient removal presentation and discussed with members and consultant
- Attended and took notes for NMS Steering Committee meeting 5/12
- Developed nutrient management presentation for NMS Steering Committee
- Met with Science team to discuss modeling, next steps
- Discussed nutrient issues and engagement with BACWA Board with NMS science manager
- Checkin with NPDES staff on Watershed Permit concepts, 5/17
- Planned and hosted NST meeting, 5/19
- Met with central valley stakeholders on nutrients, 5/19
- Discussed RW Evaluation with consultant
- Met with Water Board staff to discuss policy/science intersections, 5/31

COMMUNICATIONS

- Awarded contract to consultant and informed other qualifications submitters
- Developed SOW and BAR for Civic Edge
- Held communications plan kickoff meeting, 5/15
- Had progress meeting with Civic Edge 5/25

FINANCE:

- Reviewed the monthly BACWA financial reports
- Reviewed and approved invoices
- Worked with AED to plan for FY23 closeout and FY24 start

COLLABORATIONS:

- Kicked off planning for workshop on multiagency collaboration, 4/24
- Planning for SFEP/TRUW workshop on NbS for nutrient removal, 4/25
- Participated in State of the Estuary conference planning meeting, 4/25, 5/24
- Attended Transforming Shorelines meeting, 5/4
- Reviewed TRUW Equity post-meeting workbook
- Attended CASA RWG meeting, 4/13, 5/11
- Attended CASA ACE meeting, 5/4
- Discussed supplemental funding for ACE with Summit Partners, 5/10
- SFEP IC committee meeting, 5/17
- Planned virtual “field trip” for RW interagency collaboration planners, 5/26
- Attended CASA “all committees” meeting, 5/23
- Participated in CASA CWSRF Subgroup, 5/24
- Met with CASA/NGO PFAS working group to discuss legislative engagement, 5/31

ASC (AQUATIC SCIENCE CENTER)

- Reviewed materials sent via email by ASC ED
- Attended ASC-SFEI Board meeting, 5/2

BABC (BAY AREA BIOSOLIDS COALITION)

- Attended and provided summary for meeting, 5/8

BACC (BAY AREA CHEMICAL CONSORTIUM)

- Discussed administrative and policy issues with administrator
- Hosted statewide chemical pricing meeting, 5/8

BACWWE (BAY AREA COALITION FOR WATER/WASTEWATER EDUCATION)

- No update

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 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
- Developed COVID guidance based on Central San as designated JPA signatory



Board Calendar

July 2023 – Sept 2023 Meetings

DATE

AGENDA ITEMS

July 21, 2023
SFPUC

Approvals & Authorizations:

-

Policy / Strategic Discussion:

- Communications Plan update

Operational:

- Pardee Planning
- Strategic Plan Review
- Executive Director Performance Plan

Approvals & Authorizations:

-

Policy / Strategic Discussion:

- Communications Plan update
- Recycled Water Workshop

Operational:

- Pardee Planning
- Nutrient Negotiations
- Budgeting priorities

August 18, 2023
EBMUD, Orinda

Sept 7 & 8, 2023
Pardee



BACWA ACTION ITEMS

Number	Subject	Task	Responsibility	Deadline	Status
Action Items from April 2023 BACWA Executive Board Meeting			resp.	deadline	status
2023.3.50	BACC Update and Bid results	BACWA AED was asked to explore a new project for BACC. To investigate why chemicals are going up so significantly each year and if this a national or state trend and why.	ED	5/1/2023	complete
2023.4.51	Draft sign-off letters for NBS and RW evaluations	BACWA Executive Director to share letters with agencies.	ED	5/1/2023	complete
2023.4.52	SFEI PFAS presentation	BACWA Executive Director to share copies of Diana's slides in advance of the Annual Meeting.	ED	5/1/2023	complete
2023.4.53	Annual Meeting Final Program	BACWA ED to work with speakers on the extreme precipitation presentation.	ED	5/1/2023	complete
Action Items Remaining from Previous BACWA Executive Board Meetings					
2023.1.38	Debrief from January 17 Joint meeting with R2	BACWA RPM to share WRF report with BACWA community when it is available.	RPM		WIP
2022.10.22	BACWA Reserve Policy	BACWA ED will bring a revised draft Reserve Policy to the Executive Board for approval at a future meeting.	ED		WIP
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

FY23: 51 of 53 Action Items are complete

FY22: 51 of 52 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



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

BACWA BULLETIN: Completed and circulated May Bulletin.

COMMUNICATIONS: Attended kickoff meeting with Civic Edge; prepared list of BAPPG campaigns.

NUTRIENTS: Attended Nutrient Strategy Team and SF Bay Nutrient Management Strategy meetings.

REGULATORY MATRIX: Finalized May 2023 version of Regulatory Matrix.

COMMITTEE SUPPORT:

BAPPG – Participated in monthly pesticides committee meetings; prepared draft letter to California Department of Pesticide Registration regarding Mill Fee and Sustainable Pest Management Roadmap; planned for meeting with EPA Office of Pesticide Programs; signed support for WIPPEs bill.

Collection System – Coordinated with Clean Water Summit Partners and State Water Board staff to host May webinar; assisted with preparations for May committee meeting; attend May committee meeting and prepared notes; conducted outreach to Bay Area sewer system agencies regarding certification of continuing coverage in the reissued SSS-WDR.

Laboratory – Assisted with monthly TNI training session; obtained State Water Board guidance on laboratory methods for sewer spill sample analysis; circulated survey about lab capacity for sewer spill sample analysis.

Permits – Provided member outreach and support regarding implementation of statewide toxicity provisions, including review of NPDES permit language.

Recycled Water – Assisted with planning for workshop on interagency collaboration on water reuse; attended May committee meeting; prepared and circulated notes from May committee meeting; assisted with review of site supervisor training videos.

Executive Board – Began preparations for June meeting.

ADMINISTRATION/STAFF MEETING – Participated in Staff Meeting.

BACWA MEETINGS ATTENDED:

Annual Members Meeting (5/5)
BAPPG Pesticides Subcommittee (5/9)
Asset Management Committee (5/9)
BAPPG Steering Committee (5/10)
Lab Committee TNI Training (5/16, Partial)
Recycled Water Committee (5/16)
Nutrient Strategy Team (5/19)
AIR Committee (5/31)

EXTERNAL EVENTS ATTENDED:

Clean Water Summit Partners SSS-WDR Webinar (5/3)
CASA ACE Workgroup (5/4)
CASA Regulatory Workgroup (5/11)
SF Bay Nutrient Management Strategy (5/12)
BayCAN (5/17, Partial)
CASA Collection Systems Workgroup (5/17, Partial)
CASA All-Committee Meeting (5/23)
CASA ACE Workgroup (5/25)