



**Executive Board Meeting
AGENDA
Friday, June 20, 2025 9:00 AM - 12:30 PM (PDT)**

SFPUC
525 Golden Gate Ave., San Francisco, CA 94102
Hetch Hetchy Room – 13th Floor

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

Agenda Item

Time

ROLL CALL, INTRODUCTIONS, AND TELECONFERENCE ETIQUETTE		9:00 AM	
PUBLIC COMMENT Guidelines		9:05 AM	
CONSIDERATION TO TAKE AGENDA ITEMS OUT OF ORDER		9:06 AM	
1	In Memoriam - Michael Connor		
CONSENT CALENDAR		9:07 AM	
2	April 18, 2025 BACWA Executive Board meeting minutes		3-8
3	May 12, 2025 BACWA NST Special Executive Board meeting minutes		9-10
4	June 13, 2025 BACWA Joint Meeting with Water Board meeting minutes		11-12
5	April 2026 Treasurer's Report		13-23
APPROVALS AND AUTHORIZATIONS		9:15 AM	
6	Approval: BAR BACWA Chair and Vice-Chair for FY26		24
7	Approval: BAR BACWA FY26 Staff contract amendments		25-40
8	Approval: BAR BACC FY26 Administration contract		41-43
9	Approval: BAR Amendment #2 contract for Stephanie Hughes for FY26 BAPPG professional outreach support, \$19,000		44-47
10	Approval: BAR Amendment #4 Stephanie Hughes pesticides regulatory support FY26 Contract, \$71,400		48-58
11	Approval: BAR Carollo Contract for FY26 BABC \ Biosolids Committee Support, \$120,000		59-68
12	Approval: BAR Carollo Contract Amendment #1 for FY26 AIR Committee support, \$93,750		69-77
13	Approval: BAR Sagent Amendment #1 for FY26 BAPPG support, \$50,000		78-82
14	Approval: BAR Regulatory and Executive Board Legal Support		83-85
15	Approval: BAR Civic Edge Amendment #4 for Public Outreach Support \$40,095		86-96
POLICY/STRATEGIC		9:45 AM	
16	<u>Informational</u> : Science Plan Update submitted NMS folder with Science and Program Plan		97
17	<u>Discussion</u> : Debrief from 6/13 meeting with R2		98-108
18	<u>Discussion</u> : Regional Plan Scoping Plan		109-133
19	<u>Discussion</u> : TFT Nutrient Trading feasibility study SOW		134-138
20	<u>Discussion</u> : NMS Update		
	i. Science Goals		139
	ii. Phytoplankton monitoring Bay Delta Science Presentations		140-147
	ii. Science update magazine copies Link to order form		
21	<u>Discussion</u> : Request for BACWA contribution to Coastal Nutrient Modeling OPC Coastal Modeling Approval		148-152
BREAK		10:30 AM	
22	<u>Discussion</u> : BACWA NMS science advisor contract		
23	<u>Informational</u> : EPA Region IX SF Bay Program Office funding update		
24	<u>Discussion</u> : Air District Engineering Program Manager Pilot		153-166
25	<u>Informational</u> : Summit Partners SSS-WDR Webinar Webinar Presentations		
26	<u>Informational</u> : Debrief from Summit Partners meeting 5/19		167
OPERATIONAL		11:40 AM	
27	<u>Discussion</u> : Annual meeting debrief Annual Meeting webpage		
28	<u>Discussion</u> : Logistics and invitations for Pardee Technical Seminar Oct 9 & 10, 2025		
29	<u>Informational</u> : BACWA Representative and leadership succession		168
30	<u>Informational</u> : BACC Update - Annual meeting August		
31	<u>Discussion</u> : BACWWE Workforce Development support RFP		169-176
REPORTS		12:10 AM	
32	Committee Reports		177-182
33	Member highlights		
34	Executive Director Report		183-185
35	Board Calendar and Action Items		186-187
36	Regulatory Program Manager Report		188-189
37	Other BACWA Representative Reports		

a. RMP Technical Review Committee	Samantha Engelage, Alicia Chakrabarti, Blake Brown		
b. RMP Steering Committee	Karin North; Amanda Roa; Eric Dunlavey		
c. Summit Partners	Lorien Fono; Jackie Zipkin		
d. ASC/SFEI	Lorien Fono; Amit Mutsuddy; Lori Schectel		
e. Nutrient Governance Steering Committee	Amit Mutsuddy, Eric Dunlavey; alternates: Lori Schectel, Jackie Zipkin		
e.i Nutrient Planning Subcommittee	Eric Dunlavey		
e.ii MERHAB MaTAG	Amit Mutsuddy		
f. SWRCB Nutrient SAG	Lorien Fono		
g. BAIRWMP	Cheryl Munoz; Florence Wedington; Jackie Zipkin		
h. CASA State Legislative Committee	Lori Schectel		
i. CASA Regulatory Workgroup	Lorien Fono; Mary Cousins		
j. RMP Microplastics Liaison	Jesse McDermott		
k. Bay Area Regional Reliability Project	Jackie Zipkin		
l. San Francisco Estuary Partnership	Lorien Fono; Jackie Zipkin		
m. CPSC Policy Education Advisory Committee	Colleen Henry		
n. California Ocean Protection Council	Lorien Fono		
o. California Water Quality Monitoring Council	Lorien Fono		
p. CASA Air Toxics Steering Committee	Lorien Fono, Jason Nettleton		
38 SUGGESTIONS FOR FUTURE AGENDA ITEMS		12:25 PM	
NEXT MEETING			
The next regular meeting of the Board is scheduled for August 16, at EBMUD Watershed Headquarters, Orinda			
ADJOURNMENT		12:30 PM	



Executive Board Meeting Minutes

Friday, April 18, 2025, 9:00 AM - 12:00 PM (PDT)

EBMUD Downtown

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

Attendees

Name	Agency/Company
Adam Link	CASA
Alyssa Downs	CASA
Amanda Roa	Fairfield-Suisun Sewer District
Blake Brown	Central San
Charles Hammond	HDR
David Donovan	City of Hayward
David Richardson	Woodard & Curran
Greg Norby	Central San
Irene Chu	Hazen and Sawyer
Jennifer Dymont	BACWA
Jennie Pang	SFPUC
Joel Prather	SFPUC
Karin North	City of Palo Alto
Kim Hackett	Silicon Valley Clean Water
Lorien Fono	BACWA
Mary Cousins	BACWA
Ryujiro Tsuchihashi	Jacobs
Sara Sadreddini	Black & Veatch
Sarah Deslauriers	CASA
Teresa Herrera	Silicon Valley Clean Water
Tim Lewis	Dublin San Ramon Services District
Tom Hall	EOA
Vince De Lange	Delta Diablo

Jackie called the meeting to order at 9:02

Agenda Item

ROLL CALL, INTRODUCTIONS, AND TELECONFERENCE ETIQUETTE

PUBLIC COMMENT None.

CONSIDERATION TO TAKE AGENDA ITEMS OUT OF ORDER Item 14 will be taken when the presenter arrives.

CONSENT CALENDAR

1 March 21, 2025 BACWA Executive Board meeting minutes

2 February 2025 Treasurer's Report

Consent Calendar items 1 & 2: A motion to approve was made by Amit Mutsuddy (East Bay Municipal Utility District) and seconded by Lori Schectel (Central Contra Costa Sanitary District). All were in favor. None opposed. None abstained.

APPROVALS AND AUTHORIZATIONS

3 Resolution: Classes of membership Policy Amendment - BACWA ED explained that the resolution came out of the need to integrate BABC agencies into BACWA Committees. This resolution defines and streamlines the overall membership policy and adds a new membership category for POTWs who are outside of the San Francisco Bay Region, as defined by the Water Board.

Approvals and Authorizations item 3: A motion to approve was made by Amy Chastain (San Francisco Public Utilities Commission) and seconded by Eric Dunlavey (City of San Jose). All were in favor. None opposed. None abstained.

4 Approval: Fiscal year 2025/26 BACWA Budget, including work plan and nutrient surcharge allocation - BACWA ED explained the updates since the March 2025 BACWA Board Meeting.

Approvals and Authorizations item 4: A motion to approve was made by Amit Mutsuddy (East Bay Municipal Utility District) and seconded by Lori Schectel (Central Contra Costa Sanitary District). All were in favor. None opposed. None abstained.

5 Approval: Carollo Amendment for AIR Support in FY25 - \$18,747 increase – BACWA ED explained the need for the amendment. Eric Dunlavey brought up a minor correction needed to the Fiscal Impact section of the Board Authorization Request, which incorrectly references a different committee.

Approvals and Authorizations item 5: A motion to approve the corrected version was made by Eric Dunlavey (City of San Jose) and seconded by Lori Schectel (Central Contra Costa Sanitary District). All were in favor. None opposed. None abstained.

POLICY/STRATEGIC

6 Informational: GAR and Compliance Milestones submitted - BACWA ED shared that the Group Annual Report (GAR) was complete and turned in. A link to the GAR is in the packet.

7 Discussion: Regional Plan Scoping Plan - BACWA ED summarized the schedule including meetings, stakeholders, requirements, estimates and due dates. There will be a Nutrient Strategy Team meeting on May 12, 2025, and the draft Scoping Plan will be shared with BACWA members before the meeting to solicit feedback. Attendees suggested keeping schedule information in the Regional Plan at a high level (year-by-year) and noted that project implementation schedules will be subject to change. Attendees also discussed how to incorporate cost information for projects completed prior to 2024.

Action item: Finalize the meeting location for the May 12th Nutrient Strategy Team meeting

8 Discussion: Nutrient Trading feasibility study - BACWA ED shared a recap of The Freshwater Trust's [2017 report](#), which included recommendations for future work needed to establish a Bay Area nutrient trading program. BACWA ED shared that we need to update the trading framework white paper to account for the 2024 Nutrient Watershed Permit requirements. Attendees suggested beginning this work soon so that agencies would have some knowledge about the viability of a trading program before finalizing their individual agency's nutrient removal plans.

Action item: Invite a speaker from The Freshwater Trust to the June 2025 BACWA Executive Board meeting

9 Informational: NMS Update – BACWA ED provided a status update on NMS science planning. BACWA ED provided details about two aspects of the planning:

i. Science Goals - The planning subcommittee has been discussing language for goals, strategies, and management questions, all of which are broader than the specific projects that will be pursued. The version in the packet is being updated through ongoing discussions with the planning subcommittee.

ii. Project priorities for FY25 and 5-yr plan - BACWA ED shared the projects that BACWA members have expressed support for funding in FY26. They included biogeochemical model development, reconvening the MAG, moored sensing, monitoring changes from POTW load reduction, improved understanding of denitrification rates,

expand mapping, all synthesis work and program management. The group also discussed other possible projects including *Heterosigma* toxicity thresholds, trading, coordination with the South Bay salt pond restoration project, and proposed new projects to maintain living conceptual models and monitoring phytoplankton communities.

Action item: Obtain more information regarding monitoring of phytoplankton communities in the Bay.

BREAK 10:55-11:05

10 Informational: EPA Region IX SF Bay Program Office funding update -

BACWA ED shared that there is no update right now but our contact has a meeting April 30, 2025 with the new regional administrator.

11 Discussion: Request to update individual annual SMR deadline to Feb 28 -

BACWA RPM shared that the permits committee requested that the SMR be due later in February and the RWB accepted the date change and proposed a date of March 1.

12 Informational: Recycled Water Committee/WateReuse joint workshop on Nutrients-Recycled Water nexus April 29 A registration link was provided in the packet.

13 Informational: Onsite non-potable reuse regulation comments due May 9-

BACWA RPM shared slides summarizing onsite non potable reuse regulation flowchart.

Action item: BACWA RPM to provide a draft comment letter for Executive Board review

14 Discussion: CASA PFAS update - Adam Link from CASA shared they are working on SB682, legislation to provide non-essential uses of PFAS in consumer products. He shared the trajectory and potential threats to the proposed legislation, including competing legislation (AB872 and SB730). CASA is looking for ways that BACWA can assist in PFAS communications or advocacy. Alyssa Downs from CASA shared the communication efforts around SB682, including press releases as the move through the committees and social media efforts, as well as a FAQ sheet. A general discussion followed and the group appreciates CASA efforts.

OPERATIONAL

15 Discussion: Annual meeting draft agenda - BACWA ED shared the draft agenda and sign up information.

16 Discussion: BACWA Reserve Policy - Purpose of legal reserve. The group felt that no modifications to the current policy were needed.

17 Discussion: Review potential FY26 meeting date conflicts - BACWA ED shared that two meetings in 2026 had conflicts. The group decided on two new dates: January 9th 2026 and June 5th 2026.

18 Discussion: BACC Bid Results - BACWA AED shared a slide with a summary of chemicals, their respective price range and the percentage increase or decrease from last year. The full spreadsheet is linked in the packet. The full spreadsheet has all of the chemical concentrations and a price breakdown by region. Agencies will need additional terms in their agency contracts to deal with any pricing fluctuations due to tariffs.

REPORTS

19 Committee Reports - in the report

20 Member highlights -attendees shared highlights related to tariffs, NPDES permitting, rate increases, and nutrient strategy planning. Attendees expressed interest in a future BACWA training session on AI.

Action item: Investigate hosting an AI Infoshare meeting.

21 Executive Director Report - in the report

22 Board Calendar and Action Items - in the report

23 Regulatory Program Manager Report - in the report

24 Other BACWA Representative Reports

a. RMP Technical Review Committee Samantha Engelage, Alicia Chakrabarti, Blake Brown

b. RMP Steering Committee Karin North; Amanda Roa; Eric Dunlavey

c. Summit Partners Lorien Fono; Jackie Zipkin

d. ASC/SFEI Lorien Fono; Amit Mutsuddy; Lori Schectel

e. Nutrient Governance Steering Committee Amit Mutsuddy, Eric Dunlavey; alternates: Lori Schectel, Jackie Zipkin

e.i Nutrient Planning Subcommittee Eric Dunlavey

e.ii MERHAB MaTAG Amit Mutsuddy

f. SWRCB Nutrient SAG Lorien Fono

g. BAIRWMP Cheryl Munoz; Florence Wedington; Jackie Zipkin

- h. CASA State Legislative Committee Lori Schectel
- i. CASA Regulatory Workgroup Lorien Fono; Mary Cousins
- j. RMP Microplastics Liaison Jesse McDermott
- k. Bay Area Regional Reliability Project Jackie Zipkin
- l. San Francisco Estuary Partnership Lorien Fono; Jackie Zipkin
- m. CPSC Policy Education Advisory Committee Colleen Henry
- n. California Ocean Protection Council Lorien Fono
- o. California Water Quality Monitoring Council Lorien Fono
- p. CASA Air Toxics Steering Committee Lorien Fono, Jason Nettleton

25 SUGGESTIONS FOR FUTURE AGENDA ITEMS

Meeting ended 12:22 pm

26 CLOSED SESSION to discuss personnel matters pursuant to California Government Code Section 54957

NEXT MEETING

The next regular meeting of the Board is scheduled for June 20, 2025, at SFPUC downtown



Nutrient Strategy Team May 12, 2025 Meeting Summary

ATTENDEES:

Executive Board Representatives: Amit Mutsuddy (EBMUD), Jackie Zipkin (East Bay Dischargers Authority), Lori Schectel (Central San), Jennie Pang (SFPUC), and Eric Dunlavey (San José).

Other Attendees:

Name	Agency/Company
Lorien Fono, Mary Cousins	BACWA
Linda Sawyer	Brown and Caldwell
Blake Brown, Rita Cheng, Greg Norby	Central San
Eric Dunlavey*, Simret Yigzaw	City of San Jose
Sven Edlund	City of San Mateo
Peter Kistenmacher	CMSA
Vince DeLange, Brian Thomas	Delta Diablo
Dan Gill, Tim Lewis	DSRSD
Alicia Chakrabarti	EBMUD
Tom Hall	EOA
Amanda Roa, Jordan Damerel, Meg Herston	FSSD
David Donovan	Hayward
Irene Chu	Hazen and Sawyer
Mike Falk, Charlie Hammond, Mallika Ramanathan	HDR
Mark Minkowski	Kennedy Jenks
Denise Conners	Larry Walker Associates
Liz Falejczyk	Novato
Jimmy Dang	OLSD
Brian Exberger, Mark Neumann, Elena Knuutti	SASM
Rohan Wikramanayake, Winola Cheong	Sunnyvale
Arvind Akela, Kim Hackett, Jane Kao, Danny Buenrostro	SVCW

*Attended remotely as a non-voting member without invoking AB 2449.

Jennie Pang called the meeting to order at 1:05 pm and led introductions. The meeting was conducted in hybrid format, with participants joining virtually and in-person at Central San's Treatment Plant in Martinez. There was no public comment.

Review of Nutrients Watershed Permit Reporting Requirements

Mary Cousins provided an overview of the watershed permit and the reporting requirements, including the compliance milestones and the Regional Plan. She described how the Scoping Plan, which is due to the Water Board on July 1, will be used as a basis to develop a Scope of Work for the HDR contract for the Regional Plan.

2025 Group Annual Report and Compliance Milestone overview

Mike Falk gave a quick overview of the 2025 Group Annual Report, and Appendix B that contained the compliance milestones.

Draft Scoping Plan for Regional Planning Study

Mary provided an introduction to the Regional Plan, and how it will be used to get a picture of the planned projects in the region and facilitate coordination between agencies.

May 12, 2025 NST Meeting Summary

Charlie Hammond walked through the outline for the Scoping Plan, including the deliverables and deadlines. There were questions about the definitions of the different factors associated with costs and rate impacts. For example, the “discount rate” refers to the time value of money. Some agencies include debt service as an operating cost. We will hold a workshop with the finance leads at member agencies to help guide the data that are used to model rate impacts, which will help identify community impacts. We will seek feedback on how to characterize affordability.

There was a discussion about how to capture greenhouse gas emissions, which will stem from chemical manufacture and energy use. We may want to introduce some more texture in the greenhouse emissions from agencies with cogeneration who produce their own power, and describe how that balance will shift with increased energy needs associated with nutrient removal. The permit does not specifically require information about greenhouse gas emissions, and we need to think about how we want to provide this information. There was a consensus that the study should focus on energy use and not greenhouse gas emissions from energy use. The study could also note that research is ongoing regarding process emissions.

We will seek guidance from the Water Board on how to express compliance timelines, given the anticipated slippage due to a number of factors. The phasing of construction is a key consideration and communication supporting compliance timeline negotiations. There was a discussion about whether we could feasibly phase projects, which is unknown. This information is also useful to support a potential Basin Plan Amendment to amend the compliance schedule policy.

There was a request for clarification on Task 13: Public Outreach and Industry Involvement. This task will allow outreach to the construction industry to help attract resources to our region. We can also use this to advocate for funding at the State and Federal level.

Population growth is a factor that we will need to reconsider. Agencies may have their own service-area specific estimates. We will determine how to deal with these projections as the project moves forward.

Charlie asked for feedback on how to time RFIs to minimize burden on agency staff. It was noted that much of the requested information will be developed by individual agencies as part of their planning efforts, and with consultant support. Having guidance on how the information should be developed and presented would minimize work for both staff and the project team. We can pull out the information from the Scoping Plan that will make it clear to agencies what will be requested and when.

Nutrient Trading Feasibility

Lorien Fono walked through the recommendations that came out of the 2017 Freshwater Trust White Paper on a potential trading framework for the Bay area. We need a better understanding of modular projects that would increase the potential for available trading credits. BACWA will work with Freshwater Trust as a subconsultant to HDR to explore a feasibility study to give members increased certainty as to whether trading will be a viable compliance strategy.

Action items/next steps

- Comments on the Scoping Plan are due by Friday May 16
- BACWA will share the draft by end of May/early June with the Water Board
- BACWA's Executive Board will meet with the Water Board on June 13 to discuss the Water Board's comments/feedback
- The Regional Planning Study contract with HDR will include a Scope of Work based on the Scoping Plan

Meeting adjourned at 2:58pm.



Special Executive Board Meeting Minutes Joint Meeting with Regional Water Board Staff June 13, 2025

INTRODUCTIONS

Executive Board Representatives: Amit Mutsuddy (EBMUD), Jackie Zipkin (East Bay Dischargers Authority); Eric Dunlavey (San José), Lori Schectel (Central San); Amy Chastain (SFPUC)

Other Attendees:

Name(s)	Agency
Eileen White, Kevin Lunde, Bill Johnson, Robert Schlipf	San Francisco Bay Regional Water Quality Control Board
Lorien Fono, Mary Cousins	BACWA
Amanda Roa	FSSD
Alicia Chakrabarti	EBMUD
Mike Falk, Charles Hammond	HDR

The meeting began at 1:05 pm at the offices of the Regional Water Board in Oakland. There was no public comment. The meeting began with remarks honoring the memory of Mike Connor, former BACWA Board Member.

SUMMARY OF DISCUSSION

Water Board and Agency Updates

Regional Water Board staff provided updates on hiring and re-organization of staff. A re-organization goes into effect July 1 that will merge some staff from the Watershed Management Division involved with issuing WDRs into the Wastewater Control and Enforcement Division. A new NPDES permit case manager, Jerry Xu, has also joined that division. The Regional Water Board plans to hire a temporary employee starting in July 2025 that will work on a Basin Plan Amendment related to nutrients. The position has external WQIF funding for up to four years.

BACWA agencies provided updates on staffing, budgets, and nutrient removal projects. EBMUD continues to have success with split-stream biological nutrient removal, treating 50% of flows in May 2025. San Jose welcomed Jeff Provenzano as the new director of the Environmental Services Division, and recently passed an MOU with Valley Water for a 0.5-MGD pilot direct potable reuse project. Hayward has experienced difficulties with finalizing their WIFIA funding due to federal delays, which is jeopardizing their nutrient removal project. SFPUC's External Affairs is assembling a coalition of agencies to advocate for additional funding for nutrient removal projects.

SCOTUS Decision

Regional Water Board staff provided details about changes to draft NPDES permits that Regional Water Board staff are making to implement the recent Supreme Court decision in *City and County of*

San Francisco vs. EPA, which prohibits “end result” effluent limitations. Regional Water Board staff have already released one Tentative Order for public comment, and two more are expected to be on the August 2025 Board adoption calendar. The main change is the addition of a reasonable potential analysis for Basin Plan narrative objectives, and the concomitant removal of receiving water limitations. Some dischargers may also receive additional monitoring requirements – for example, additional effluent monitoring of salinity to demonstrate compliance with the narrative salinity objective. The permits will remove language prohibiting nuisance conditions in receiving waters, but will retain some authorities related to nuisance conditions that implement state law only.

Scoping Plan for Regional Planning Study

HDR and BACWA staff presented information about the contents of the draft Scoping Plan for the Regional Planning Study required by Section 6.3.4 of the Nutrients Watershed Permit. A draft was shared with Regional Water Board staff ahead of the meeting. Regional Water Board staff indicated that it would be acceptable for BACWA to finalize and submit the draft with no edits. They expressed particular interest in hearing periodic updates on the anticipated schedule for nutrient load reductions, the viability of a trading program, and on prospects of additional nutrient load reductions to achieve 50 and 60 percent reductions compared to 2022 loads.

Basin Plan Amendment for Compliance Schedule Policy

Later in 2025, the Regional Water Board plans to accelerate work on a proposed Basin Plan Amendment to extend compliance schedules beyond 10 years for nutrient removal projects that meet specific criteria. The criteria will include those listed in [Resolution R2-2024-0014](#) (e.g., innovative technologies, multi-benefit projects) and possibly other narrow criteria that are still under development. An effort by others to exempt Basin Plan Amendments from CEQA via a budget trailer bill did not go forward, but the effort may yet have another legislative pathway. Regional Water Board staff are deferring the process of hiring a CEQA consultant until Fall 2025, by which time the uncertainty about the need for a CEQA analysis will have been resolved.

“Early Actors” Letter

As indicated in [May 13th](#) and [May 30th](#) letters, Regional Water Board staff are interested in obtaining additional information from “early actors” that anticipate needing time beyond 2035 to meet final effluent limitations for nutrients. This information is needed to support the Basin Plan Amendment described above. BACWA plans to provide this information with next year’s Group Annual Report.

Long Term Science Planning

The Nutrient Management Strategy recently approved a [FY26 Program Plan](#) and [2025-2030 Science Plan](#). At the workshop with Regional Water Board staff scheduled for September 4th, BACWA plans to invite guest speakers from other watersheds (e.g., Chesapeake, Tampa Bay) to share thoughts about long-term science program planning so that we can learn from their experience.

The meeting was adjourned at 2:48 pm.



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

May 20, 2025

MEMO TO: Bay Area Clean Water Agencies Executive Board
MEMO FROM: Phoebe Grow, Treasurer, East Bay Municipal Utility District
SUBJECT: Tenth Month FY 2025 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, 2024 through April 30, 2025** (Ten months of Fiscal Year 2025). 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: Grow, Phoebe
Sent: Tuesday, May 20, 2025 9:51 AM
To: Houck, Matt
Subject: RE: April 2025 Treasurer's Report

Approved! Thanks for the little note about item Q.

Phoebe Grow, P.E. (she/her) | Principal Management Analyst | 510.287.0205 | phoebe.grow@ebmud.com

From: Houck, Matt
Sent: Tuesday, May 20, 2025 9:46 AM
To: Grow, Phoebe
Subject: April 2025 Treasurer's Report

Hi Phoebe,

Please approve BACWA - April 2025 Treasurer's Report for distribution.

Let me know if you have any questions.

Thanks,

Matt Houck

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

Fund Balances

In FY25 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 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, 2025, was \$468,332, which is higher than the target reserve of \$384,651 which is intended to cover 3 months of normal operating expenses based on the BACWA FY25 budget. \$224,691 is 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, which leaves \$243,641 unobligated.

CBC Fund: This fund provides the resources for completing special investigations as well as meeting regulatory requirements. The ending fund balance on April 30, 2024, was \$2,134,285 which is higher than the target reserve of \$1,000,000. \$465,605 of the ending fund balance is encumbered to meet line-item expenses for completion of the Group Annual Report and Nutrient Watershed Permit contracts. This leaves an actual unencumbered reserve balance of \$ 668,680 (i.e., actual fund balance of \$1,668,680 less target reserves) as of April 30, 2025. 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, 2025 (75% of the FY) are at 101%

Expenses as of April 30, 2025 (75% of the FY) are at 87%

FY 2025
BACWA BUDGET to ACTUAL

							
BACWA FY25 BUDGET	Line Item Description	FY 2025 Budget	Projected Revenue as of Feb 2025 Changes from budget in blue	Actual April 2025	Actual % of Budget April 2025	Variance	NOTES
REVENUES & FUNDING							
Dues	Principals' Contributions	\$553,929	\$553,929	\$553,930	100%	\$1	FY25: 3% increase 5 @ \$110,786
	Associate & Affiliate Contributions	\$195,780	\$195,780	\$196,261	100%	\$481	FY25: 3% increase. 12 Assoc: \$9142 47 Affiliate: \$1831; UC Berkeley \$500
Fees	Clean Bay Collaborative	\$675,000	\$675,000	\$674,250	100%	-\$750	Same as FY23. Prin: \$450,000; Assoc/Affil: \$225,000
	Nutrient Surcharge	\$1,600,000	\$1,600,000	\$1,600,000	100%	\$0	See Nutrient Surcharge Spreadsheet
	Voluntary Nutrient Contributions			\$0	0%	\$0	
Other Receipts	AIR Non-Member	\$7,582	\$7,582	\$7,582	100%	\$0	3% increase (Santa Rosa)
	BAPPG Non-Members	\$4,264	\$4,264	\$4,264	100%	\$0	3% increase (Sta Rosa, Sac Reg'l, Vacaville) \$1,421/each
	Other			\$0		\$0	
Fund Transfer	Special Program Admin Fees (WOT)	\$1,000	\$0	\$0	0%	-\$1,000	WOT has been inactive
	Special Program Admin Fees (BACC)	\$39,522	\$39,522	\$0	0%	-\$39,522	400 hours of AED support \$98.80/hr
	Special Program Admin Fees (BABC)	\$6,000	\$6,000	\$0	0%	-\$6,000	ED, AED and RPM support
Air Toxics	CASA Passthrough	\$600,000	\$600,000	\$538,140	90%	-\$61,860	New in FY25
Interest Income	LAIF	\$80,000	\$205,392	\$205,392	257%	\$125,392	BACWA, Legal, & CBC Funds invested in LAIF Interests rates higher than projected
	Total Revenue	\$3,763,077	\$3,887,469	\$3,779,819	100.44%	\$16,742	
EXPENSES							
Labor							
	Executive Director	\$224,230	\$224,230	\$168,172	75%	-\$56,058	(incl 2.6% CPI SF Bay Metro Area Dec 2023)
	Assistant Executive Director	\$94,417	\$94,417	\$62,934	67%	-\$31,483	(incl 2.6% CPI SF Bay Metro Area Dec 2023); \$78.68/hour; Reflects 1200 hours
	BACC Administrator	\$39,522	\$39,522	\$34,350	87%	-\$5,171	400 hrs AED support at \$98.80 per hr
	Regulatory Program Manager	\$156,136	\$156,136	\$116,604	75%	-\$39,532	(2.6% CPI SF Bay Metro Area Dec 2023); \$115.65/hour, Reflects 1350 hours
	Total	\$514,304	\$514,304	\$382,061	74%	-\$132,243	
Administration							
	EBMUD Financial Services	\$43,297	\$43,297	\$32,238	74%	-\$11,059	FY25 no change
	Auditing Services	\$5,672	\$5,672	\$0	0%	-\$5,672	Financial Auditors through EBMUD; per auditor rate schedule
	Administrative Expenses	\$4,059	\$4,059	\$99	2%	-\$3,960	50% less than FY24
	Insurance	\$10,753	\$8,457	\$8,457	79%	-\$2,296	15% increase from FY24 (10-15% est. increase per Alliant)
	Total	\$63,781	\$61,485	\$40,794	64%	-\$22,988	
Meetings							
	EB Meetings	\$3,500	\$3,500	\$3,145	90%	-\$355	27% increase from FY24
	Annual Meeting	\$14,369	\$14,369	\$11,237	78%	-\$3,132	No change from FY24
	Pardee	\$6,801	\$2,159	\$2,159	32%	-\$4,643	No change from FY24
	Misc. Meetings	\$10,000	\$10,000	\$6,641	66%	-\$3,359	33% increase from FY24 to accommodate conferences
	Total	\$34,670	\$30,028	\$23,181	67%	-\$11,489	
Communication							
	Website Hosting	\$743	\$743	\$762	103%	\$19	2% increase from FY24, Go Daddy website hosting and domain registration
	File Storage	\$812	\$812	\$720	89%	-\$92	2% increase from FY24, box.net
	Website Development/Maintenance	\$1,624	\$1,624	\$281	17%	-\$1,342	2% increase from FY24
	IT Support	\$2,814	\$2,814	\$0	0%	-\$2,814	2% increase from FY24
	BACWA Value of Wastewater Communication	\$40,000	\$40,000	\$21,436	54%	-\$18,564	New line item in FY24, no change from FY24
	Other Commun	\$1,894	\$1,894	\$1,558	82%	-\$336	2% increase from FY23; MS Exchange, Survey Monkey, PollEv, Zoom, Netfile

FY 2025
BACWA BUDGET to ACTUAL

EXPENSES							
	Total	\$47,887	\$47,887	\$24,757	52%	-\$23,130	
Legal							
	Regulatory Support	\$50,000	\$86,091	\$86,091	172%	\$36,091	Increase from FY24, new contract with Meyers Nave - received invoices from FY24 late
	Executive Board Support	\$2,403	\$2,403	\$128	5%	-\$2,275	2% increase from FY24
	Total	\$52,403	\$88,493	\$86,218	165%	\$33,816	
Committees							
	AIR	\$76,000	\$76,000	\$54,936	72%	-\$21,064	\$75k consulting support, \$1k misc expenses. Carollo Engineers
	BAPPG	\$170,560	\$170,560	\$107,992	63%	-\$62,568	Includes CPSC @ \$5,000, OWOW @ \$10,000, NSAC @ \$10,000 and Pest. Reg Spt. @ \$71,500
	Assest Management Committee	\$500	\$500	\$0	0%		No change from FY24
	Biosolids Committee	\$500	\$500	\$0	0%	-\$500	\$500 in FY25
	Collections System	\$15,500	\$50,000	\$50,000	323%	\$34,500	SSS WDR Support - Budgeted in FY24 but invoice came late
	O&M Committee	\$1,500	\$1,500	\$413	28%	-\$1,087	Requested \$1000 increase from FY24 for Annual Meeting lunch
	Laboratory Committee	\$500	\$1,609	\$1,609	322%	\$1,109	FY24 TNI invoice paid in FY25.
	Permits Committee	\$500	\$500	\$390	78%	-\$110	No change from FY24
	Pretreatment	\$500	\$500	\$0	0%	-\$500	No change from FY24
	Recycled Water Committee	\$500	\$500	\$0	0%	-\$500	Requested default budget amount for FY25
	Misc Committee Support	\$45,000	\$45,000	\$0	0%	-\$45,000	No change from FY24
	Manager's Roundtable	\$1,000	\$1,000	\$0	0%	-\$1,000	No change from FY24
	Total	\$312,560	\$348,169	\$215,339	69%	-\$97,221	
Collaboratives							
	Collaboratives						
	State of the Estuary (SFEP-biennial)	\$0	\$0	\$0	0%	\$0	Biennial in Even Fiscal Years
	Arleen Navarret Award	\$2,500	\$2,500	\$0	0%	-\$2,500	Next Award will be disbursed in FY27
	BayCAN	\$5,000	\$1,500	\$1,500	30%	-\$3,500	
	Bay Area One Water Network	\$0	\$0	\$0	0%	\$0	No change from FY24
	Bruce Wolf Scholarship	\$4,000	\$4,000	\$4,000	0%	\$0	FY22, FY23, FY24, FY25 FY26
	Passthrough for CASA for air toxics	\$500,000	\$500,000	\$496,300	100%	-\$3,700	New line item in FY24
	Misc	\$1,500	\$4,000	\$4,000	267%	\$2,500	NBWA, SFEI Coastal Climate Resilience Scholarship donation
	Total	\$513,000	\$512,000	\$505,800	99%	-\$7,200	
Other							
	Unbudgeted Items						
	Other	\$0	\$0	\$0	0%	\$0	
		\$0	\$0	\$0	0%	\$0	
Tech Support							
	Technical Support						
	Nutrients						
	Watershed Permit NMS Contribution	\$2,200,000	\$2,200,000	\$2,200,000	100%	\$0	Advance funding for 2nd Watershed Permit Sciece Studies; Final \$ TBD
	NMS Voluntary Contributions						
	Additional work under permit	\$100,000	\$100,000	\$10,000	10%	-\$90,000	Includes HDR PO for \$225k spread out over FY20-24.
	Regional Study on Nature Based Solutions		\$75,436	\$75,436			SFEI FY24 invoice paid in FY25.
	Nutrient Workshop(s)	\$0	\$0	\$0	0%	\$0	Pilot Studies/Plant Review/Innovative Technologies; Might change
	NMS Reviewer	\$50,000	\$1,400	\$1,400	0%	-\$48,600	No change from FY24, M. Connor Contract
	Regional Nutrient Special Study	\$100,000	\$100,000	\$0	0%	-\$100,000	New item in FY25
	General Tech Support	\$100,000	\$100,000	\$0	0%	-\$100,000	AB617 emissions factors, PFAS, other nutrient support
	CEC Investigations	\$10,000	\$0	\$0	0%	-\$10,000	PFAS Study Phase 3
	Risk Reduction	\$12,500	\$12,500	\$6,875	55%	-\$5,625	Will plan new risk reduction tasks for current Hg/PCB Watershed Permit
	Total	\$2,572,500	\$2,589,336	\$2,293,711	89%	-\$278,789	
TOTAL EXPENSES		\$4,111,105	\$4,191,701	\$3,571,861	86.88%	-\$539,244	
PROJECTED EXPENSE DEVIATION FROM BUDGET							
NET INCOME BEFORE TRANSFERS		-\$348,028	-\$304,232	\$207,958			
TRANSFERS FROM RESERVES		\$348,028	\$348,028	\$0			aligns with strategy of drawing down reserves to lessen impact of Nutrient Surcharge

FY 2025
BACWA BUDGET to ACTUAL

EXPENSES							
	NET INCOME AFTER TRANSFERS	\$0	\$0	\$0			
	TOTAL OPERATING BUDGET	\$1,538,605	\$1,602,365				
	OPERATING RESERVE	\$384,651	\$400,591	\$0			

BACWA Fund Report as of April 30, 2025

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	332,398	883,643	747,709	468,332	224,691	243,641
604	LEGAL RSRV	300,000	-	-	300,000	-	300,000
605	CBC	2,038,831	2,360,767	2,265,313	2,134,285	465,605	1,668,680
	SUBTOTAL 1	2,671,229	3,244,410	3,013,022	2,902,617	690,296	2,212,321
602	BABC	240,179	177,000	94,999	322,180	25,026	297,154
606	BACC	35,351	84,254	73,829	45,776	1,810	43,966
607	BACC LEGAL RSRV	90,000	30,000	-	120,000	-	120,000
610	WOT	259,201	-	25	259,176	-	259,176
612	CASA Air Toxics	(41,840)	538,140	496,300	-	-	-
	SUBTOTAL 2	582,891	829,394	665,153	747,132	26,836	720,296
	GRAND TOTAL	3,254,120	4,073,804	3,678,175	3,649,749	717,132	2,932,617

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
600	BACWA	332,398	883,643	747,709	468,332	(16,162)	10,049	462,219	462,219	-	0%	-	-	priority # 4 for allocation
604	LEGAL RSRV	300,000	-	-	300,000	-	-	300,000	-	300,000	12%	-	-	priority # 1 for allocation
605	CBC	2,038,831	2,360,767	2,265,313	2,134,285	-	-	2,134,285	52,395	2,081,890	83%	-	-	priority # 3 for allocation
	SUBTOTAL 1	2,671,229	3,244,410	3,013,022	2,902,617	(16,162)	10,049	2,896,504	514,614	2,381,890	95%	-	-	
602	BABC	240,179	177,000	94,999	322,180	-	-	322,180	322,180	-	0%	-	-	pass-through funds, no allocation
606	BACC	35,351	84,254	73,829	45,776	(16,157)	-	29,619	29,619	-	0%	-	-	
607	BACC LEGAL RSRV	90,000	30,000	-	120,000	-	-	120,000	-	120,000	5%	-	-	priority # 2 for allocation
610	WOT	259,201	-	25	259,176	-	-	259,176	259,176	-	0%	-	-	pass-through funds, no allocation
612	CASA Air Toxics	(41,840)	538,140	496,300	-	-	-	-	-	-	0%	-	-	pass-through funds, no allocation
	SUBTOTAL 2	582,891	829,394	665,153	747,132	(16,157)	10,049	730,975	610,975	120,000	5%	-	-	
	GRAND TOTAL	3,254,120	4,073,804	3,678,175	3,649,749	(32,319)	10,049	3,627,479	1,125,589	2,501,890	100%	-	-	

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

Reconciliation to Trial Balance		STB	29020	(2,023)	
<u>Per Report above:</u>		STB	14930	2,501,890	
General	3,244,410	STB	15050	1,127,612	
WOT, BABC, & BACC	829,394			3,627,479	-
PROP	-	STB	16300	32,319	
subtotal	4,073,804	STB	21350	(10,049)	
				3,649,749	-

<u>Trial Balance Revenue Accounts</u>	
40100	Interest (210,612)
40101	Mem Contrib (2,030,746)
40102	Transfer (30,000)
40103	Assoc Contrib (187,119)
40104	Other (1,615,327)
47310	State Grant -
47320	Grant Retention -
subtotal	(4,073,804)
Difference	-

BACWA Revenue Report as of April 30, 2025

Cost Center Code	Cost Center Description	Program Segment Description	Program Segment Value	Amended Budget	Current Period	FY24 - 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	(39,522.00)	-	-	39,522.00
		BDO Affil/CS/Assoc Dues	6104	-	-	(40,782.00)	(40,782.00)
		BDO Affiliate/Associate Dues	6103	-	-	(45,775.00)	(45,775.00)
		BDO Assoc.&Affiliate Contr	6102	(195,780.00)	-	(100,562.00)	95,218.00
		BDO Fund Transfers	6141	(1,000.00)	-	-	1,000.00
		BDO Member Contributions	6101	(553,929.00)	-	(553,930.00)	(1.00)
		BDO Non-Member Contr AIR	6136	(7,582.00)	-	(1,421.00)	6,161.00
		BDO Non-Member Contr BAPPG	6135	(4,264.00)	-	(10,424.00)	(6,160.00)
		BDO Other Receipts	6105	-	-	-	-
		BDO Other Receipts (Misc)	6140	-	-	(2,732.00)	(2,732.00)
		BDO- Interest Income from LAIF	6142	(80,000.00)	(8,164.85)	(128,017.09)	(48,017.09)
		BDO-Alternative Investment Inc	6143	-	-	-	-
600 Total				(888,077.00)	(8,164.85)	(883,643.09)	4,433.91
602	Bay Area Biosolids Coalition	BDO Fund Transfers	6141	-	-	-	-
		BDO Member Contributions	6101	-	-	(177,000.00)	(177,000.00)
602 Total				-	-	(177,000.00)	(177,000.00)
605	Clean Bay Collaborative	BDO Fund Transfers	6141	-	-	-	-
		BDO Member Contributions	6101	(675,000.00)	-	(682,642.00)	(7,642.00)
		BDO Other Receipts	6105	(1,600,000.00)	-	(1,600,750.00)	(750.00)
		BDO- Interest Income from LAIF	6142	-	(22,634.71)	(77,375.12)	(77,375.12)
605 Total				(2,275,000.00)	(22,634.71)	(2,360,767.12)	(85,767.12)
606	Bay Area Chemical Consortium	BDO Member Contributions	6101	-	(3,929.85)	(79,033.65)	(79,033.65)
		BDO- Interest Income from LAIF	6142	-	(1,363.54)	(5,219.85)	(5,219.85)
606 Total				-	(5,293.39)	(84,253.50)	(84,253.50)
607	BACC Legal RSRV	BDO Fund Transfers	6141	-	-	(30,000.00)	(30,000.00)
607 Total				-	-	(30,000.00)	(30,000.00)
612	CASA Air Toxics	BDO Member Contributions	6101	(600,000.00)	-	(538,140.00)	61,860.00
612 Total				(600,000.00)	-	(538,140.00)	61,860.00
Grand Total				(3,763,077.00)	(36,092.95)	(4,073,803.71)	(310,726.71)

BACWA Expense Detail Report for April 30, 2025

Cost Center Code	Program Segment Description	Program Segment Value	Balance Type	Current Period Activity	FY24 - Year to Date
600	AIR-Air Issues&Regulation Grp	6153	Actual	3,892.00	54,935.87
			Encumbrance	(3,892.00)	20,626.58
			Obligated	-	75,562.45
	AS-Assistant Executive Directo	6175	Actual	6,373.08	62,934.04
			Encumbrance	(6,373.08)	31,482.96
			Obligated	-	94,417.00
	AS-Audit Services	6180	Actual	-	-
			Encumbrance	-	-
			Obligated	-	-
	AS-BACWA Admin Expense	6173	Actual	-	99.21
			Obligated	-	99.21
	AS-EBMUD Financial Services	6176	Actual	9,857.45	32,237.73
			Encumbrance	(9,857.45)	11,059.27
			Obligated	-	43,297.00
	AS-Executive Director	6174	Actual	18,685.83	168,172.47
			Encumbrance	(18,685.83)	56,057.53
			Obligated	-	224,230.00
	AS-Insurance	6177	Actual	-	8,465.67
			Obligated	-	8,465.67
	AS-Regulatory Program Manager	6179	Actual	13,762.35	116,604.12
			Encumbrance	(13,762.35)	39,531.88
			Obligated	-	156,136.00
	Administrative Support	6178	Actual	-	-
			Obligated	-	-
	BACWA Value of Wastewater Communication	6211	Actual	1,623.75	21,436.25
			Encumbrance	(1,623.75)	6,601.73
			Obligated	-	28,037.98
	BC-BAPPG	6152	Actual	7,635.75	107,992.14
			Encumbrance	(7,635.75)	48,636.54
			Obligated	-	156,628.68
	BC-Collections System	6144	Actual	-	50,000.00
			Encumbrance	-	-
			Obligated	-	50,000.00
	BC-Laboratory Committee	6149	Actual	-	1,608.65
			Encumbrance	-	-
			Obligated	-	1,608.65
	BC-Manager's Roundtable	6154	Actual	-	-
			Obligated	-	-
	BC-Miscellaneous Committee Sup	6150	Actual	-	-
			Encumbrance	-	10,695.00
			Obligated	-	10,695.00
	BC-Permit Committee	6145	Actual	-	389.90
			Obligated	-	389.90
	BC-Pretreatment Committee	6151	Actual	-	-
			Obligated	-	-
	BC-Water Recycling Committee	6146	Actual	-	-
			Encumbrance	-	-
			Obligated	-	-
	Bruce Wolf Scholarship	6210	Actual	4,000.00	4,000.00
			Obligated	4,000.00	4,000.00
	CAR-BACWA File Storage	6165	Actual	-	720.00
			Obligated	-	720.00
	CAR-BACWA IT Software	6167	Actual	-	1,557.93
			Obligated	-	1,557.93
	CAR-BACWA IT Support	6166	Actual	-	-
			Encumbrance	-	-

Cost Center Code	Program Segment Description	Program Segment Value	Balance Type	Current Period Activity	FY24 - Year to Date
			Obligated	-	-
	CAR-BACWA Website Dev/Maint	6163	Actual	-	761.63
			Obligated	-	761.63
	CAR-BACWA Website Hosting	6164	Actual	-	281.46
			Obligated	-	281.46
	CAS-Arleen Navaret Award	6160	Actual	-	-
			Obligated	-	-
	CAS-BayCAN	6204	Actual	-	1,500.00
			Obligated	-	1,500.00
	CAS-Misc Collaborative Sup	6162	Actual	-	4,000.00
			Obligated	-	4,000.00
	CAS-PSSEP	6157	Actual	-	-
			Obligated	-	-
	CAS-Stanford ERC	6159	Actual	-	-
			Obligated	-	-
	GBS-Meeting Support-Annual	6170	Actual	5,620.25	11,236.51
			Obligated	5,620.25	11,236.51
	GBS-Meeting Support-Exec Bd	6169	Actual	263.50	3,144.78
			Obligated	263.50	3,144.78
	GBS-Meeting Support-Misc	6172	Actual	-	6,640.92
			Obligated	-	6,640.92
	GBS-Meeting Support-Pardee	6171	Actual	-	2,158.51
			Obligated	-	2,158.51
	LS-Executive Board Support	6156	Actual	-	127.50
			Encumbrance	-	-
			Obligated	-	127.50
	LS-Regulatory Support	6155	Actual	-	86,090.79
			Encumbrance	-	-
			Obligated	-	86,090.79
	O&M Committee	6148	Actual	-	412.80
			Obligated	-	412.80
	WQA-CE-Nature Based Solutions	6196	Actual	-	-
			Obligated	-	-
	Write-Off Doubtful Accounts	6208	Actual	-	200.00
			Obligated	-	200.00
600 Total			Actual	71,713.96	747,708.88
600 Total			Encumbrance	(61,830.21)	224,691.49
600 Total			Obligated	9,883.75	972,400.37
602	AS-Assistant Executive Directo	6175	Actual	-	-
			Obligated	-	-
	AS-Regulatory Program Manager	6179	Actual	-	-
			Obligated	-	-
	Academia Research & Development	6203	Actual	-	-
			Obligated	-	-
	Administrative Support	6178	Actual	-	-
			Obligated	-	-
	BDO Contract Expenses	6186	Actual	-	-
			Obligated	-	-
	Collateral Development	6197	Actual	-	-
			Obligated	-	-
	Program Manager Expense	6202	Actual	11,225.50	94,999.39
			Encumbrance	(11,225.50)	25,025.50
			Obligated	-	120,024.89
602 Total	Technology Research & Development	6206	Actual	-	-
			Obligated	-	-
602 Total			Actual	11,225.50	94,999.39
602 Total			Encumbrance	(11,225.50)	25,025.50
602 Total			Obligated	-	120,024.89
605	Recycled Water Evaluation	6198	Actual	-	-

Cost Center Code	Program Segment Description	Program Segment Value	Balance Type	Current Period Activity	FY24 - Year to Date
			Encumbrance	-	-
			Obligated	-	-
	WQA - CEC Investigations	6201	Actual	-	-
			Encumbrance	-	-
			Obligated	-	-
	WQA-CE Addl Work Under Permit	6191	Actual	-	10,000.00
			Encumbrance	-	417,005.00
			Obligated	-	427,005.00
	WQA-CE Risk Reduction	6190	Actual	6,875.00	6,875.00
			Encumbrance	-	-
			Obligated	6,875.00	6,875.00
	WQA-CE Voluntary Nutr Contrib	6193	Actual	-	-
			Obligated	-	-
	WQA-CE-Nature Based Solutions	6196	Actual	-	47,037.63
			Encumbrance	-	-
			Obligated	-	47,037.63
	WQA-CE-Nutrient WS Permit Comm	6188	Actual	-	2,200,000.00
			Obligated	-	2,200,000.00
	WQA-CE-Technical Support	6181	Actual	-	-
			Encumbrance	-	-
			Obligated	-	-
	WQA-NMSReviewer	6205	Actual	-	1,400.00
			Encumbrance	-	48,600.00
			Obligated	-	50,000.00
605 Total			Actual	6,875.00	2,265,312.63
605 Total			Encumbrance	-	465,605.00
605 Total			Obligated	6,875.00	2,730,917.63
606	AS-BACWA Admin Expense	6173	Actual	-	-
			Obligated	-	-
	AS-Regulatory Program Manager	6179	Actual	0.	0.
			Obligated	0.	0.
	Administrative Support	6178	Actual	3,853.20	43,828.81
			Encumbrance	(3,853.20)	1,810.40
			Obligated	-	45,639.21
	BDO Fund Transfers	6141	Actual	-	30,000.00
			Obligated	-	30,000.00
	GBS-Meeting Support-Misc	6172	Actual	-	-
			Obligated	-	-
606 Total			Actual	3,853.20	73,828.81
606 Total			Encumbrance	(3,853.20)	1,810.40
606 Total			Obligated	-	75,639.21
610	Administrative Support	6178	Actual	-	-
			Obligated	-	-
	BC-BAPPG	6152	Actual	-	-
			Obligated	-	-
	BDO Contract Expenses	6186	Actual	-	25.00
			Obligated	-	25.00
610 Total			Actual	-	25.00
610 Total			Encumbrance	-	-
610 Total			Obligated	-	25.00
612	Passthrough to CASA for air toxics	6212	Actual	-	496,300.00
			Obligated	-	496,300.00
612 Total			Actual	-	496,300.00
612 Total			Encumbrance	-	-
612 Total			Obligated	-	496,300.00
Grand Total Actual				93,667.66	3,678,174.71
Grand Total Encumbrance				(76,908.91)	717,132.39
Grand Total Obligated				16,758.75	4,395,307.10



BACWA EXECUTIVE BOARD ACTION REQUEST

AGENDA NO.: 6

MEETING DATE: June 20, 2025

TITLE: Nomination and Election of BACWA Executive Board Chair and Vice Chair for FY26

☐ 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 2024

July 2024- June 2025

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)

Jackie Zipkin (EBDA)

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)

Amy Chastain (SFPUC)

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 20, 2025

TITLE: Approval of Fiscal Year 2026 Amendments to Staff Contracts

☐ RECEIPT ☐ DISCUSSION ☐ RESOLUTION ☒ APPROVAL

RECOMMENDED ACTION

Authorize the approval of amendments to staff contracts to implement the Fiscal Year 2026 BACWA/CBC Budget and Workplan.

SUMMARY

The BACWA Fiscal Year 2026 begins July 1, 2025. 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, 2025, 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 2026 workplan and budget and will become effective July 1, 2025. After the FY 26 budget was adopted, the Board recommended that contracts be increased by 4% instead of the 2.4% that was included in the BACWA FY26 budget and workplan. There are no benefits associated with the service contracts. All contracts have a term of one year and will terminate on June 30, 2026.

Contractor	Services	Contract Amount	Number of Hours
Lorien Fono (Amendment #6)	Executive Director Services	\$233,199	N/A
Jennifer Dymont (Amendment #6)	Assistant Executive Director Services	\$98,193	1,200 hours
Mary Cousins (Amendment #5)	Regulatory Program Management Services	\$162,373	1,350 hours

FISCAL IMPACT

The funding for these contracts is consistent with the FY 2026 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 #6
2. Jennifer Dymont Amendment #6
3. Mary Cousins Amendment #5
4. Original Contracts

Approved: _____

Jackie Zipkin, Chair

Date: June 20, 2025

AMENDMENT NO. 6
TO AGREEMENT BETWEEN
BAY AREA CLEAN WATER AGENCIES and
Lorien Fono
FOR
Executive Director Support

This Amendment No. 6 is made this 20th day of June 2025, 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 \$233,199 for Executive Director Support for Fiscal Year 2026.
2. The new contract termination date will be June 30, 2026.
3. Except as herein expressly modified, the Agreement will remain in full force and effect.

BAY AREA CLEAN WATER AGENCIES

By _____ Date June 20, 2025
Jackie Zipkin, Chair
BACWA Executive Board

By _____ Date _____
Lorien Fono

AMENDMENT NO. 6
TO AGREEMENT BETWEEN
BAY AREA CLEAN WATER AGENCIES and
Jennifer Dymnt .
FOR
Assistant Executive Director Support

This Amendment No. 6 is made this 20th day of June 2025 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 \$98,193 for Assistant Executive Director Support for Fiscal Year 2026.
2. The hourly rate for FY26 is \$81.83 per hour.
3. The new contract termination date will be June 30, 2026.
4. Except as herein expressly modified, the Agreement will remain in full force and effect.

BAY AREA CLEAN WATER AGENCIES

June 20, 2025

By _____
Jackie Zipkin, Chair
BACWA Executive Board

Date _____

By _____
Jennifer Dymnt

Date _____

AMENDMENT NO. 5
TO AGREEMENT BETWEEN
BAY AREA CLEAN WATER AGENCIES and
Mary Cousins
FOR
Regulatory Program Management Support

This Amendment No. 5 is made this 20th day of June 2025, 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 \$162,373 for Regulatory Program Management Support for Fiscal Year 2026.
2. Hourly rate for FY26 is \$120.28 per hour.
3. The new contract termination date will be June 30, 2026.
4. Except as herein expressly modified, the Agreement will remain in full force and effect.

BAY AREA CLEAN WATER AGENCIES

By _____
Jackie Zipkin, Chair
BACWA Executive Board

June 20, 2025
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

61121169

Tax Identification No.


Consultant Signature

Lorien Fono
Name, Title

1/23/2020
Date

BACWA Signature

Name, Title

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 20, 2025

TITLE: Contract FY26 BACWA for BACC support, not to exceed \$40,468

☐ RECEIPT

☐ DISCUSSION

☐ RESOLUTION

☒ APPROVAL

RECOMMENDED ACTION

Approve the agreement for BACC administrative support the fiscal year covering July 1, 2025, through June 30, 2026.

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 Dymant 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 \$81.83 per hour.

The AED and BACC administrative services are funded from separate account sources. In FY26 it is recommended that the two efforts be split into different contracts for ease of accounting.

For FY26, the proposed level of effort for BACC administrative services is 400 hours at \$101.17 per hour, this is 2.4% higher than the FY25 hourly rate, for a contract of \$40,468.

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 the 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 FY26
SOW and Rate Sheet

Approved:

Jackie Zipkin,
Chair, BACWA

Date: June 20, 2025

Date: 6/20/25

BAY AREA CLEAN WATER AGENCIES

CONSULTING AGREEMENT

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

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

RE: BACWA Agreement for FY26 Bay Area Chemical Consortium (BACC) bid coordination.

This Agreement covers professional services to be performed by Jennifer Dymont in order to complete the FY26 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 \$40,468. 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 _____
Jackie Zipkin
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 \$101.17 per hour



BACWA EXECUTIVE BOARD ACTION REQUEST

AGENDA NO.: 9

MEETING DATE: June 20, 2025

TITLE: Request for BACWA Executive Board Approval for Amendment #2 to the Agreement with Stephanie Hughes, ChE P.E., for BAPPG Policy, Regulatory, and Professional Training Support

☐ RECEIPT

☐ DISCUSSION

☐ RESOLUTION

☒ APPROVAL

RECOMMENDED ACTION

Authorize Amendment #2 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 for FY26.

SUMMARY

In March 2023, BACWA and BAPPG completed a competitive process to select a consultant to support BAPPG's policy, regulatory, and professional support activities. At the June 16, 2023 Executive Board Meeting, the BACWA Executive Board approved a contract with Stephanie Hughes for this support. The contract allows for up to four one-year extensions. This will be the third year of five possible contract years. This agreement will continue to 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**; and (3) **Communications** support for BAPPG. 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 2026 workplans and budget for BACWA and Special Programs.

ALTERNATIVES

1. Discontinue consultant support. This alternative is not recommended since this work was included in BAPPG's approved FY26 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: FY26 Contract Amendment #2
FY26 Scope of Work and Rates
FY24 Agreement with Stephanie Hughes, ChE P.E.

Approved: _____
Jackie Zipkin, Chair,
BACWA Executive Board

Date: June 20, 2025

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

This Amendment No.2 is made on this 20th day of June 2025, in the City of Oakland and County of Alameda, State of California, to that certain agreement of June 20, 2023 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 \$19,000.00 for BAPPG Support for Fiscal Year 2026.
2. BACWA and Stephanie Hughes, ChE P.E. agree to a new period of July 1, 2025 — June 30, 2026.
3. Except as herein expressly modified, the Agreement will remain in full force and effect.

BAY AREA CLEAN WATER AGENCIES

By _____
Jackie Zipkin, Chair, Executive Board

Date June 20, 2025

By _____
Stephanie Hughes

Date _____



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

1445 Emory Street, San Jose, California 95126

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

Scope of Work and Cost Estimate for 2025-26

DATE: 27-May-2025

SCOPE OF WORK DESCRIPTION	BUDGET		TOTAL
	Rate: ODC	\$215.00 Hour Est	
TASK 1. Professional training: Conduct in-person trainings to community colleges and professional associations. The foci are expected to be (1) Bay Area vet tech student, veterinary students (UC Davis) and local Veterinary Medical Associations - per the Flea/Tick Outreach Plan and (2) dental mercury and other dental wastes. 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>	\$295	25	\$5,670.00
Task 2. Outreach and Regulatory Support: Consultant will: * Continue to track peer-reviewed research and insights about flea/tick alternative controls. Update flea/tick pesticide database to include new (or in-development) flea/tick pesticides and insights. Update Baywise website as warranted. * Per the Flea/Tick Outreach Plan, follow up communications to veterinary and animal care professionals, coordinating with BAPPG members. * Continue educating AVMA CEI and building relationships between BACWA, AVMA, NACWA as well as global veterinary associations. * 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.		55	\$11,825.00
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.		7	\$1,505.00
Totals	\$295	87	\$19,000.00

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

THANK YOU FOR YOUR BUSINESS!

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 Dymant jdymant@bacwa.org

Approved:

By 
Amit Mutsuddy
Chair, BACWA Executive Board

06 / 20 / 2023
Date _____

BACWA EIN: 94-3389334

By 
Stephanie Hughes, P.E.

06 / 19 / 2023
Date _____

COMPANY EIN: _____



EXECUTIVE BOARD AUTHORIZATION REQUEST

AGENDA NO.: 10

MEETING DATE: June 20, 2025

TITLE: Request for BACWA Executive Board Approval for Amendment #4 with Stephanie Hughes ChE, PE, for BACWA/BAPPG Pesticide Regulatory and Technical Support, in an amount not to exceed \$71,500 for FY26

☐ RECEIPT ☐ DISCUSSION ☐ RESOLUTION ☒ APPROVAL

RECOMMENDED ACTION

Authorize Amendment #4 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 \$71,500 for FY26.

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. This will be the fourth year of five possible contract years.

Efforts supported by this contract for FY26 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 preparation of comment letters, setting up meetings with key staff at the pesticide regulating agencies to continue educating them about downstream wastewater impacts from their actions, 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 \$71,500 are available for this agreement and have been allocated for this project within the BAPPG FY25 approved budget.

ALTERNATIVES

1. Do not complete this work. This alternative is not recommended since this work was included in BAPPG's approved FY26 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: FY26 Contract Amendment #4
FY26 Scope of Work and Hourly Rates/Reimbursable Expenses
FY22 Agreement with Stephanie Hughes

Approved: _____
Jackie Zipkin, Chair,
BACWA Executive Board

Date: June 20, 2025

AMENDMENT NO. 4
TO AGREEMENT BETWEEN
BAY AREA CLEAN WATER AGENCIES and
Stephanie Hughes, ChE P.E. .
for
BAPPG Pesticide Support

This Amendment No. 4 is made on this 20th day of June 2025, in the City of Oakland and County of Alameda, State of California, to that certain agreement of June 21, 2021 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 \$71,500.00 for BAPPG Pesticide Support for Fiscal Year 2025.
2. BACWA and Stephanie Hughes, ChE P.E. agree to a new period of July 1, 2025 — June 30, 2026.
3. Except as herein expressly modified, the Agreement will remain in full force and effect.

BAY AREA CLEAN WATER AGENCIES

By _____
Jackie Zipkin, Chair, Executive Board

Date June 20, 2025

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 FY25-26:
 - Continue to expand engagement with DPR and other State agencies (including DTSC and UC-IPM). Seek to extend partnerships with other urban stakeholders to enlarge our voice at the state level. Work towards a long-term goal of an urban Sustainable Pest Management (SPM) pilot program.
 - 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.
- 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

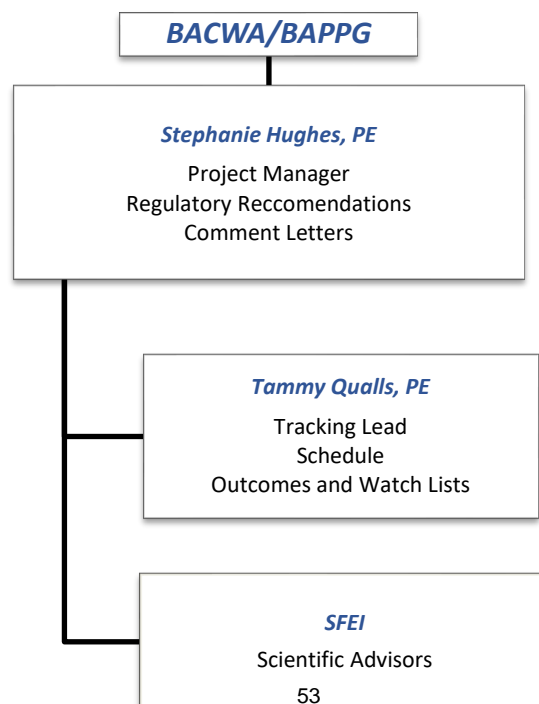
- BAPPG/BACWA Pesticides Workgroup Support. Based on the above tasks, develop an agenda and materials for a monthly BACWA Pesticides Workgroup teleconference meeting to determine appropriate actions and to coordinate actions with NACWA and San Francisco Bay Regional Water Board staff. Provide staff support 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. Other direct costs to be reimbursed at cost. Subconsultant direct costs will be passed through without mark-up. 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 – 2025-2026

Name	Hourly Rate
Stephanie Hughes, PE	\$215
Tammy Qualls, PE	\$188

SFEI Rates

<i>Full Job Category</i>	MAX of Fully Loaded Hourly Rate Thru 6/26
Admin	\$173.71
Assoc Sci I&II/Assoc Tech Specialist I&II	\$140.47
Environmental/Tech Analyst	\$118.42
Executive Director	\$313.64
Manager/Sr Scientist I-IV/Sr Tech Specialist I-IV	\$246.19
Program Director/Managing Sr Scientist/Managing Director	\$288.51
Scientist I/Tech Specialist I	\$154.07
Scientist II/Tech Specialist II	\$170.22
Sr Environmental/Sr Tech Analyst	\$125.36

* 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.

**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
- {



BACWA Signature

June 18, 2021

Date

Amit Mutsuddy, BACWA Executive Board

Chair

*Name,
Title*

AGENDA NO.: 11

MEETING DATE: June 20, 2025

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 FY26.

SUMMARY

The Bay Area Biosolids Coalition (BABC) is a BACWA project of special benefit. Both BABC and the BACWA Executive Board, at the March 21, 2025 meeting, have voted to incorporate BABC into BACWA as a BACWA committee beginning in FY26.

BABC's Executive Committee (EC) has approved the contract and Scope of Work for Carollo Engineers to provide Program Management Services in FY26. The Program Manager (PM) is responsible for supporting matters necessary for the Biosolids Committee to function effectively toward developing regional biosolids end-use opportunities, building support among members, and support achieving the goals of the updated Strategic Plan.

As a project of special benefit, BABC has utilized BACWA to provide contracting services since FY20 but was not subject to BACWA's contracting policy which requires that contracts be subject to a competitive solicitation after five years. BABC leadership has requested a two-year transition period to retain program continuity with the current program manager. This is the 6th Amendment to the contract, and once the transition is complete BACWA will run a competitive solicitation for the contract.

FISCAL IMPACT

Funds are available for this agreement and have been allocated within the BAPPG FY26 budget and workplan approved on April 18, 2025.

ALTERNATIVES

1. Discontinue consultant support for BABC. This alternative is not recommended, program management support was one of the terms of the agreement between BABC and BACWA for the transition of BABC to a BACWA committee.

Attachments: FY26 Agreement with Carollo Engineers
FY26 Carollo Engineers' Scope of Work
Original Contract

Approved: _____

Jackie Zipkin, Chair
BACWA Executive Board

Date: June 20, 2025

AMENDMENT NO. 6
TO AGREEMENT BETWEEN
BAY AREA CLEAN WATER AGENCIES and
Carollo Engineers Inc.

FOR

BABC \ Biosolids Committee program management

This Amendment No. 6 is made on this 20th day of June 2025 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 BABC \ Biosolids Committee program management.
2. BACWA and Carollo Engineers Inc agree to a new period of July 1, 2025 – June 30, 2026
3. An updated Scope of Work for Fiscal Year 2026 is attached.
4. Except as herein expressly modified, the Agreement will remain in full force and effect.

BAY AREA CLEAN WATER AGENCIES

By _____ Jackie Zipkin, Chair BACWA Executive Board	Date <u>June 20, 2025</u>
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By _____ Sarah Deslauriers	Date _____
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Exhibit A

Scope of Work

The Program Manager (PM) is responsible for supporting matters necessary for the Bay Area Biosolids Coalition (BABC) to function effectively toward developing regional biosolids end-use opportunities, building collaboration among members, and achieving the goals of the Strategic Plan. The PM serves at the will of the BABC 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 and BABC Meetings Coordination

This task includes:

- Develop monthly progress reports.
- Lead BABC meetings, including preparation of meeting slides and agenda, logistical coordination, meeting attendance, and review of meeting summaries. The BABC meetings are assumed to be bimonthly (every other month), alternating between in-person and virtual meetings.
- Update and maintain the SharePoint site for BABC members.

Task 2 – Strategic Plan Support

This task includes:

- Support the BABC's proactive communication through updating and maintaining their public website, facilitating monthly website subcommittee meetings, and developing new website posts.
- Support the BABC's efforts to advance research on the safety and value of biosolids through facilitating monthly research subcommittee meetings and coordinating with potential researchers for future research projects.
- Support the BABC in working collaboratively with regulators on existing or proposed regulations that could impact biosolids land application.
- Advocate for national, state, and regional project funding.
- Work with agencies, private partners and support partnerships to provide updates on local, state, and federal regulations and to facilitate potential regional solids processing facilities or biosolids management solutions.

Task 3 – Annual Budget and Presentations Development

The PM will be available to participate/present at the discretion of the BABC and BACWA. This task includes:

- Prepare of the annual (fiscal year) BABC budget, including the annual research project budget. Hours for coordination with BACWA staff are included.
- As-needed, present to the BACWA Board (two currently assumed, one for the fiscal year BABC budget and one for the recommended annual research project(s) to be funded).
- As-needed, present to member agency Boards (one currently assumed for budgeting purposes).

Task 4 – Optional Scope

This task is a placeholder for optional scope as determined and approved by the BABC and BACWA. The PM may request additional budget if the optional work cannot be accommodated within the existing budget.

Schedule

Work will occur during Fiscal Year 25/26, which goes from July 1, 2025 to June 30, 2026.

Exhibit B
Fees and Billing Practices

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

Key Staff	Hourly Rate*
Elaine Simmons - Principal-in-Charge (Project Professional)	\$324
Christine Polo – Program Manager (Professional)	\$274
Assistant Professional	\$223
Technician	\$168

Other Direct Expenses* include the following (effective July 1, 2025):

- Project Equipment Communication Expense (PECE): \$16.00/direct labor hour.
- Mileage at IRS Reimbursement Rate: \$0.67 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 11/11/19
Date

Sarah A. Deslauriers VP Ken Wilkins Sr. VP
Name, Title

Z. Abut

8-16-2019

BACWA Signature

Date

Lori Schectel, BACWA Chair
Name, Title



EXECUTIVE BOARD AUTHORIZATION REQUEST

AGENDA NO.: 12

MEETING DATE: June 20, 2025

TITLE: Request for BACWA Executive Board Approval for the Agreement with Carollo Engineers for FY26 AIR Committee Support

☐ RECEIPT ☐ DISCUSSION ☐ RESOLUTION ☒ APPROVAL

RECOMMENDED ACTION

Authorize the execution of an agreement with Carollo Engineers to support the BACWA Air Issues & Regulations (AIR) Committee in an amount not to exceed \$93,750 for FY26.

SUMMARY

The BACWA Air Issues & Regulations (AIR) committee is supported by a consultant team that plans and manages meetings, provides regulatory and technical updates, and facilitates coordination between the wastewater sector and regulators. Carollo will hold the contract with BACWA, while Mizutani Environmental will act as a subconsultant to Carollo.

FISCAL IMPACT

Funds are available for this agreement and have been allocated within the BAPPG FY26 budget and workplan approved on April 18, 2025.

ALTERNATIVES

1. 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 wastewater agencies in the region.

Attachments: FY26 Agreement with Carollo Engineers
FY26 Scope of Work & Hourly Rates
Original Contract

Approved:

Date: _____

Jackie Zipkin
Chair, BACWA Executive Board

AMENDMENT NO. 2
TO AGREEMENT BETWEEN
BAY AREA CLEAN WATER AGENCIES and
Carollo Engineers
FOR
AIR Committee Support FY26

This Amendment No. 2 is made on this 20th day of June 2025, in the City of Oakland and County of Alameda, State of California, to that certain agreement of July 5, 2024 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 \$93,747 for AIR Committee Support for Fiscal Year 2026.
2. The period of the agreement is unchanged.
3. Except as herein expressly modified, the Agreement will remain in full force and effect.

BAY AREA CLEAN WATER AGENCIES

By _____ Jackie Zipkin, Chair BACWA Executive Board	June 20, 2025 Date _____
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By _____ Ray David Carollo Engineers	Date _____
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SCOPE OF WORK

Professional Services by Carollo Engineers

Task 1 - Meetings with the AIR Committee

Under this task, it is assumed we will organize at least four formal meetings with the AIR Committee in Fiscal Year 26. This includes coordination of meeting locations and preparation of agendas and meeting materials (e.g., handouts and presentation slides), and following each meeting with minutes. We will support AIR Committee meetings to present information on current air issues, facilitate discussions between members, and identify follow-on action items.

Task 2 - Track and Communicate Regulatory Issues, Technical Resources, and Grant Opportunities

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 POTWs, including but not limited to the Bay Area Air District, the San Francisco Bay Conservation and Development Commission, the California Air Resources Board, and the U.S. Environmental Protection Agency. We will also track related and relevant technical resources and grant opportunities of interest to BACWA AIR Committee member agencies. This task also includes preparation and distribution of informational material via e-mail to members to keep them informed of the AIR Committee activities and future regulatory activities.

Task 3 - Coordination and Communication with other POTW Organizations and Regulators

When directed by the AIR Committee Chairs, we will participate in meetings with regulators, participate in regulator workshops and hearings, draft correspondence for AIR Committee member review and approval prior to submission, coordinate support for the Implementation Workgroup, and perform other related activities. We will also coordinate with other POTW 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. POTW organizations whose objectives/interests coincide with the AIR Committee include Clean Water SoCal, CASA, WRF, and NACWA. Activities may include conference calls, meetings, and exchange of published information.

Task 4 - Response on Special Assignments (Optional)

This optional task includes performing special technical assignments under the direction of the AIR Committee Chairs (i.e., as needed). Special technical assignments may include leading a specialty workshop for the AIR Committee or general BACWA members, participating in AIR Committee strategy meetings, or performing other activities not included in Tasks 1-3.

Task 4a – Enhanced Level of Support for BACWA's Air Issues and Regulations (AIR) Committee

There has been a significant increase in demand for support to adequately respond to the Bay Area Air District as they develop and request feedback/responses from BACWA on a range of air issues. The following items highlight the ongoing evolution of Bay Area Air District regulations that impact BACWA members and the overall sector. We will continue to monitor the range of issues, attend related meeting/workshops, summarize contents of meetings/workshops, review and respond to the Bay Area Air District documentation/regulations/etc., and provide timely updates to BACWA members so BACWA can use the opportunities to collaborate with the Bay Area Air District to advocate for and implement changes

that will support the health of the sector, support and inform BACWA members, and advocate for the protection of the San Francisco Bay environment and public health. This work would include items that the AIR Committee Chairs and BACWA may be interested in pursuing up to the Task 4 contract amount:

- Standard Permit Conditions – Review additional Bay Area Air District Draft Standard Permit Conditions, coordinate with review subcommittee, attend review subcommittee meetings, summarize comments from review of draft Standard Permit Conditions, and coordinate comments with BACWA and Bay Area Air District.
- Digester White Paper and Related Rule 13-4 Issues – Coordinate with Bay Area Air District to answer any questions that arise during preparation of this white paper, review draft white paper, draft comments to white paper, and coordinate communications with BACWA and Bay Area Air District. Rule 13-4 rule development and related issues will continue into 2026, as Bay Area Air District continues to study potential regulation.
- Rule Amendments - The Bay Area Air District Strategic Plan identifies a 5-year plan for Rule Development. Review and respond to proposed Bay Area Air District rule amendments and associated staff reports, summarize BACWA's comments/feedback, and coordinate responses to the Bay Area Air District. In addition to Rule 11-18 updates, Regulation 2 updates are anticipated for FY26.
- Provide Response to the Bay Area Air District Strategic Plan Initiatives – The Bay Area Air District Board is planning special meetings to discuss Enforcement and Permitting, which are topics of interest to BACWA membership. Review and respond to proposed Bay Area Air District Strategic Plan Initiatives, summarize BACWA's comments/feedback, and coordinate responses to the Bay Area Air District.

HOURLY RATES/REIMBURSABLE EXPENSES

Ray David	\$284
Courtney Mizutani	\$261

BAY AREA CLEAN WATER AGENCIES
PROFESSIONAL SERVICES CONTRACT

This PROFESSIONAL SERVICES CONTRACT, effective 7/5/2024, 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 Carollo Engineers, Inc. ("Consultant"), a private corporation doing business at 2795 Mitchell Drive, 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") other than those listed in Exhibit B to perform the Services without the prior written approval of BACWA. For the Subconsultants listed in Exhibit B, 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 \$75,000. Consultant will not exceed the maximum amount payable without obtaining prior written approval from BACWA. This term of this agreement shall not extend beyond June 30, 2025 but may be extended for additional one-year terms at BACWA's discretion for an additional four years, ending June 30, 2029. 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. 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, 2025. 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

CONSULTANT: Carollo Engineers, Inc.
2795 Mitchell Drive
Walnut Creek, CA 94598
Employer Identification No.: 86-0899222

Ray F. David

07 / 10 / 2024

Am E. R. L.

07 / 10 / 2024

Consultant Signature
Carollo Engineers, Inc.

Date

J. Zipkin

07 / 11 / 2024

BACWA Signature
Jacqueline Zipkin, BACWA Executive Board Chair

Date



EXECUTIVE BOARD AUTHORIZATION REQUEST

AGENDA NO.: 13

MEETING DATE: June 20, 2025

TITLE: Request for BACWA Executive Board Approval to Execute Agreement with Sagent to Provide Public Education and Outreach Support for BAPPG in FY26

☐ RECEIPT ☐ DISCUSSION ☐ RESOLUTION ☒ APPROVAL

RECOMMENDED ACTION

Authorize the execution of an agreement with Sagent to provide public education and outreach support for BAPPG in an amount not to exceed \$50,000 for FY26.

SUMMARY

This agreement will provide support for public outreach, graphic design, advertising, and related administrative support for two public outreach campaigns for the Bay Area Pollution Prevention Group (BAPPG) in FY26. The consultant will support BAPPG's efforts to inspire behavior change in target groups that will result in reduced pollutant discharges to wastewater in the Bay Area. FY26. Outreach and media efforts will be carried out under the supervision of the project manager Zoe Lake with the EBMUD.

FISCAL IMPACT

Funds are available for this agreement and have been allocated for this project within the BAPPG FY26 budget approved on April 19, 2025.

ALTERNATIVES

1. Do not complete this work. This alternative is not recommended since this work was included in BAPPG's approved FY26 budget and will assist BACWA/BAPPG with executing effective outreach messages and inspiring behavior change in target groups.
2. Select another consultant to conduct the work. This alternative is not recommended as BACWA completed a competitive selection process (RFQ and RFP) and Sagent was selected as the most qualified media consultant.

Attachments: FY26 Agreement with Sagent
FY26 Scope of Work
Original Contract

Approved:

Date:

Jackie Zipkin
Chair, BACWA Executive Board

AMENDMENT NO. 1
TO AGREEMENT BETWEEN
BAY AREA CLEAN WATER AGENCIES and
Sagent ,
FOR
BAPPG Committee Support FY26

This Amendment No. 1 is made on this 20th day of June 2025, in the City of Oakland and County of Alameda, State of California, to that certain agreement of June 21, 2024 by and between Sagent and Bay Area Clean Water Agencies, (BACWA) (the "Agreement") in consideration of the covenants hereinafter set forth.

1. BACWA and Sagent agree to a new contract amount of \$50,000 for BAPPG Committee Support for Fiscal Year 2026.
2. BACWA and Sagent agree to a new period of July 1, 2025 – June 30, 2026
3. An updated Scope of Work for Fiscal Year 2026 is attached.
4. Except as herein expressly modified, the Agreement will remain in full force and effect.

BAY AREA CLEAN WATER AGENCIES

By _____
Jackie Zipkin, Chair
BACWA Executive Board

June 20, 2025
Date _____

By _____
Shelly Cousineau
Sagent

Date _____

EXHIBIT A

SCOPE OF WORK

Bay Area Pollution Prevention Group – Public Education and Outreach – FY 25/26

Professional Services by Sagent

This Scope of Work is intended to provide structure for outreach activities Sagent will implement on behalf of the Bay Area Pollution Prevention Group (BAPPG) for the 2025/2026 fiscal year beginning July 1, 2025. The overall goal is to develop two campaigns to address wastewater pollution issues: the first in the fall to coincide with Pollution Prevention Week (September 15-21, 2025) and the second in the spring to coincide with Earth Day (April 22, 2026).

The focus of the two campaigns is to target members of the public in the Greater Bay Area, with the goal of modifying behaviors that may negatively impact water quality. In the 2025/2026 fiscal year, the outreach topics may include proper disposal of Fats, Oil and Grease; PFAS in consumer products; pesticides; and “toilets aren’t trash cans,” encompassing proper disposal of wipes, personal care products, and pharmaceuticals.

Sagent will be responsible for assisting with development of a public outreach strategy, and then implementing the strategy using print media advertising, online digital advertising, earned media, radio ads, or television ads. For each ad campaign, Sagent will provide BAPPG with relevant campaign materials to share with BAPPG member agencies for their use to supplement the ad campaign. Materials shall be furnished prior to the start of the campaigns (by late August 2025 for the fall campaign and early April 2026 for the spring campaign). Sagent shall report the impact of these campaigns back to BAPPG using appropriate metrics.

TASK 1: FALL CAMPAIGN

Sagent will conduct outreach efforts to address a pollutant selected by the BAPPG steering committee. Sagent 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 July and August 2025 and the implementation tasks will be completed in September 2025.

TASK 2: SPRING CAMPAIGN

Sagent will conduct outreach efforts to address a pollutant selected by the BAPPG steering committee. Sagent 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 February and March 2026 and the implementation tasks will be completed in April 2026.

TASK 3: GRAPHIC DESIGN, WEB DESIGN & COPYWRITING

Sagent will provide graphic design, web design, copywriting, and content editing services to support public outreach efforts. This includes the development and/or refinement of campaign assets, updates to the Baywise.org website (as requested by BAPPG), and layout/copy support for the BAPPG 2025 Annual Report.

TASK 4: PROJECT MANAGEMENT

Sagent will provide ongoing project management, including coordination with the BAPPG Steering Committee, meeting facilitation, timeline and budget tracking, and status reporting. Support will also include mid-campaign and end-of-campaign summaries with key metrics and recommendations.

TOTAL BUDGET

The total budget for the 2025/2026 fiscal year is \$50,000. The estimated breakdown by task is shown below.

Task 1 – Fall Campaign	\$15,000
Task 2 – Spring Campaign	\$15,000
Task 3 – Graphic Design, Web Design & Copywriting	\$11,500
Task 4 – Project Management	\$8,500

HOURLY RATES

Title	Billing Rate per Hour
Sr. Vice President	\$275
VP of Media/Media Director	\$225
Account Leader	\$150
Account Coordinator	\$100
Graphic Designer	\$150
Jr. Media Buyer/Planner	\$125

EXPENSES:

Local Mileage - Current Federal Mileage Rate

Other Direct Costs and Subconsultants - Billed at Cost

Date: 6/21/24

BAY AREA CLEAN WATER AGENCIES
CONSULTING AGREEMENT

TO: Shelly Cousineau
Sagent
2215 21st Street
Sacramento, CA 95818
shelley@sagentmarketing.com
916.359.8316

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

RE: BACWA Agreement for FY25 with SAGENT to provide public education and outreach support to the Bay Area Pollution Prevention Group (BAPPG).

This Agreement covers professional services to be performed by SAGENT. The work is described in the attached scope of work (Exhibit A) and 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 SAGENT is not to exceed \$50,000. 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 SAGENT for professional and competent services rendered to the date of termination upon delivery of assigned work products to BACWA.

SAGENT 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.

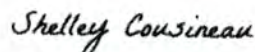
BACWA Assistant Executive Director: Jennifer Dymant jdymant@bacwa.org

Approved:

By 
Amit Mutsuddy
Chair, BACWA Executive Board

06 / 24 / 2024
Date _____

BACWA EIN: 94-3389334

By 
Shelly Cousineau
SAGENT
06 / 24 / 2024
Date _____
COMPANY EIN: 51-0665022



BACWA EXECUTIVE BOARD ACTION REQUEST

AGENDA NO.: 14

MEETING DATE: June 20, 2025

TITLE: BACWA Executive Board Authorization of Fiscal Year 2026 Executive Board Legal Support and Regulatory Legal Support

☐ RECEIPT

☐ DISCUSSION

☐ RESOLUTION

☒ APPROVAL

ACTION

Executive Board Authorization of funding to implement the Fiscal Year 2026 BACWA/CBC Budget and Workplan.

SUMMARY

To prevent a gap in core services, BACWA typically authorizes funding and contracts for the coming FY before the end of June. The continued engagement with the two law firms listed below will ensure that, as of July 1, 2026 BACWA continues to have access to as-needed Executive Board Legal Support and Regulatory Legal Support. This level of support was included in the BACWA FY 2025 workplan and budget and will become effective July 1, 2025.

Contractor	Services	Authorized Amount
Day Carter Murphy	Executive Board Legal Support (as needed)	\$2,403
Duane Morris LLC	Regulatory Legal Support (as needed)	\$50,000

FISCAL IMPACT

The funding for this contract is consistent with the FY 2026 Workplan and Budget for BACWA/CBC.

ALTERNATIVES

No other alternatives were considered for as BACWA.

Attachments:

Day Carter Murphy Rate Sheet FY26

Duane Morris Rate Sheet FY26

Approved:

Date: June 20, 2025

Jackie Zipkin

Chair, BACWA Executive Board

**HOURLY RATES/REIMBURSABLE
EXPENSES Day Carter Murphy Fiscal Year 2026**

Ralph R. Nevis	\$575.00	per	hour
Joshua L. Baker	\$575.00	per	hour
Megan Sammut	\$575.00	per	hour
Reimbursable Expenses:	None		

Duane Morris LLC Rate Sheet

- Gregory Newmark - \$725
- Viviana Heger - \$625
- Dillon Denio - \$580



EXECUTIVE BOARD AUTHORIZATION REQUEST

AGENDA NO.: 15

MEETING DATE: June 20, 2025

TITLE: BACWA Executive Board approval for Amendment to increase contract with Civic Edge Consulting by \$40,095 for Public Communications Support.

☐ RECEIPT

☐ DISCUSSION

☐ RESOLUTION

☒ APPROVAL

ACTION

Approval of a contract amendment for \$40,095 with Civic Edge Consulting for public communication strategy support through FY2026.

SUMMARY

In the Fall of 2022, the BACWA Executive Board gave the Executive Director direction to launch a public communication initiative to provide public education and outreach on the valuable work done by the clean water community on behalf of the communities we serve. Civic Edge consulting was chosen via a competitive selection process to provide the necessary public outreach support.

The original contract for was approved by the BACWA Executive Board on April 21, 2023, for Civic Edge Consulting to develop a messaging document and communication plan. Since that time, Civic Edge Consulting has worked with BACWA to further develop communication materials on the value of wastewater, nutrient-related messaging and media outreach, and provide updates to Baywise.org. Amendment #4 will support continued public outreach activities in FY26. This work will be conducted under the supervision of BACWA's Executive Director, with input from BACWA's Communications Steering committee, an ad hoc group composed of staff from member agencies.

Civic Edge has provided a scope and fee estimate (attached) to provide support for FY26. A major focus this year will be to develop a 2-minute wastewater explainer video. The FY workplan also includes budget to further develop wastewater education content and collaborations. Funds may be shifted between tasks as opportunities priorities evolve during the fiscal year.

FISCAL IMPACT

BACWA's Budget, approved on April 18, 2025, includes \$40,000 for Public Communications Support.

ALTERNATIVES

1. Do not complete this work – This is not recommended, as public communication was identified as a priority for FY26 by the BACWA Executive Board.
2. Select another consultant to conduct the work – This is not recommended as Civic Edge consulting was selected via a competitive process to provide communication support to BACWA.

Attachments: Amendment #4 for FY26

Workplan with Budget for Amendment #4
Original FY23 Contract with Civic Edge

Approved:

Jackie Zipkin, Chair
BACWA

Date:

AMENDMENT NO. 4
TO AGREEMENT BETWEEN
BAY AREA CLEAN WATER AGENCIES and
Civic Edge

This Amendment No. 4 is made this 20th day of June, 2025, in the City and County of San Francisco, State of California, to that certain agreement of April 21, 2023 (original agreement), by and between Civic Edge Consulting and Bay Area Clean Water Agencies, (BACWA) (the "Agreement") in consideration of the covenants hereinafter set forth.

1. BACWA and Civic Edge Consulting agree to an amended contract that terminates on June 30, 2026.
2. The new contract amount is \$40,000 to perform the attached Scope of Work for public communication strategy support.
3. Except as herein expressly modified, the Agreement will remain in full force and effect.

BAY AREA CLEAN WATER AGENCIES

By _____
Jackie Zipkin, Chair
BACWA Executive Board

Date _____

By _____
Amber Shipley
Civic Edge Consulting

Date _____

MEMO

To: BACWA Communications Committee
From: Civic Edge Consulting
Date: June 2025
RE: FY26 Work Plan



Background

This work plan outlines the agreed upon scope for BACWA Strategic Communications FY 2026.

Explainer Video

Civic Edge will produce a 2-minute “explainer” video focused on describing clean water infrastructure basics including:

- What happens to wastewater after it leaves your house
- The importance of wastewater agencies to healthy cities
- Clean water agencies role in protecting the Bay
- Where “nutrients” come from
- Climate Change impacts to nutrient levels in the Bay and the investment in infrastructure needed to address it
- The regional plan that BACWA is developing

The video will be no more than two-minutes in length and use both animation and b-roll with voice over to create a narrative that is friendly, approachable, and clear. We recommended developing the video in English and considering Spanish and Cantonese versions to follow if additional budget is available.

Content Development

Civic Edge will draft a narration script from existing Baywise.org content. The script would be circulated for input from the Steering Committee and finalized before production of the video can start.

B-roll will be sourced from member agencies and the OpenRoads segment. Any additional b-roll will be provided by the production company, pending budget.

Promotion and Placement

The final video can be distributed to BACWA member agencies with pre-drafted text to post to their websites and social media channels. We can encourage communications teams to ask their peers within other departments to like and repost the videos on their feeds.

The video can also be featured on the [Baywise.org](https://baywise.org) homepage and About Clean Water Infrastructure pages or on a new webpage that would host the video in all available languages and include short teaser content to the video.

To reach a wider audience, Civic Edge could send pre-drafted promotional content to community-based organizations, schools, libraries, and Bay Area environmental groups to share on their channels. Civic Edge could also prepare a list of potential social media influencers to post the video. The video could also be shared with local and regional broadcast news with a pitch for a story on regional climate adaptation.

Deliverables

- Video script (2 rounds of edits)
- Video production (4 rounds of edits)
- Promotion plan

Timeline

- *July/Aug/Sept - develop script and source b-roll*
- *Oct/Nov/Dec - animations and production*
- *Jan/Feb - promotion*

Support for Collaborations with SFEI (Museum Exhibit, Events, etc)

Civic Edge will support BACWA with strategy and in developing content for collaborations with the San Francisco Estuary Institute (SFEI) which could include a museum exhibit with the Exploratorium or other institution, event with Bay Area recreation groups, or other ideas.

Deliverables (TBD based on nature of collaborations)

- Exhibition content/copy
- Event presentation, activities, or other supporting content
- Promotion plan for collaborations

Timeline

- *July/Aug - support with strategy/conversations with museums or groups*
- *Sept/Oct - TBD*

Resource Recovery Related Engagement Materials

Civic Edge will develop content for communicating the benefits of “resource recovery” to the general public. Content could include webpages on Baywise.org, social media posts, infographics, and factsheets.

Content Development

Content will focus on communicating the basics and benefits of:

- Recycled Water
- Green Energy
- Biosolids Reuse

Content could explain what these processes are, why they contribute to a healthier Bay, and highlight real examples of the ways each of these are being put into effect around the Bay Area. We suggest spotlighting two to three examples for each jurisdiction.

Participating wastewater treatment agencies can share their examples for BACWA to review and select the projects that would demonstrate the wide range of opportunities and benefits of resource recovery.

Promotion and Placement

Social media posts would link to content on Baywise.org and could be shared with member agencies to use in their content planning. Factsheets could be added to the website and used as part of youth engagement, or at other events.

Press could be pitched on a story related to resource recovery once there is available content on the website.

Deliverables

- Webpage content:
 - Resource recovery generally (including new public-friendly name and simplified language)
 - Webpages or sections for each of the three types
- FAQ
- 1-4 factsheets (1 general, 3 type-specific)
- 3-5 social media posts

Timeline

- *Sept/Oct - content development*
- *Nov/Dec - feedback from member agencies*
- *Jan - add to website, share content with member agencies*

Baywise.org Content

Civic Edge will develop additional content for Baywise.org including "History of Wastewater" content and additional subjects as needed.

Deliverables

- Webpage content
- Graphics (TBD)

Timeline

- *Aug/Sept - content development*
- *Oct - BACWA review and post to website*

Misc Support

Civic Edge will support BACWA with strategy and content development and/or review for one-off requests such as public education opportunities (i.e Waterways signs), collaborations, press inquiries, etc.

Youth Outreach Materials (Optional Task)

Civic Edge will develop content that can be used by BACWA member agencies in presentations to classrooms or other youth outreach. We will use previously created content from Baywise.org and BACWWE.

Content Development

Content could include a PPT presentation, handouts, and talking points and will be focused on:

- General wastewater 101
- Nutrients and algal blooms
- Climate change and what clean water agencies are doing about it
- Career opportunities

If of interest, Civic Edge could develop a CBO partnership and outreach plan that would focus on relationship-building with organizations that have youth programming. Possible organizations to consider include Greenagers (SF) or similar groups in the Bay Area, Boys and Girls Clubs and YMCAs throughout the Bay Area. We might also consider summer camps or programming run by various city recreation and parks departments.

Deliverables

- PowerPoint presentation deck
- Talking points
- Handouts focused on career opportunities
- Partnerships and outreach plan

Timeline

- *TBD*

Regional Plan Engagement Support (Optional Task)

Civic Edge could develop a public or "electeds" awareness campaign for the "Regional Plan for Nutrient Reduction" to assist with education and awareness efforts. We would

suggest creating a communications “library” of materials that different spokespeople could reliably use. Materials could detail why a regional plan is innovative and important, as well as how funding will be needed to support each local jurisdiction.

Potential materials to develop include:

- Basic PowerPoint presentation deck
- Fact sheet/FAQ
- Glossary of key terms for describing more technical information to the public

An earned media strategy could also be developed.

Timeline

- *TBD pending Regional Plan developments*

Timeline

	July	Aug.	Sept.	Oct.	Nov.	Dec.	Jan.	Feb.
Explainer Video	X	X	X	X	X	X	X	
Support for Collaborations with SFEI (Museum Exhibit, Events, etc.)	X	X	X	X	X			
Resource Recovery Related Engagement Materials			X	X	X	X	X	
Baywise.org Content		X	X	X				
Misc Support	X	X	X	X	X	X	X	X
Regional Plan Engagement Support (TBD)								
Youth Outreach Materials (TBD)								

Budget

BUDGET	Assumptions	Amber Shipley	Violetta Muselli	Martyn Bonaventura	Other Direct Costs	Totals
		Managing Partner	Senior Director	Senior Graphics Manager		
Rates		\$275.00	\$225.00	\$135.00		
FY 25-26						
Weekly check ins	30-mins bi-weekly	6	14			\$4,800.00
Explainer Video	2-mins in length	4	19		\$18,000.00	\$23,375.00
Collaboration Support	As needed	2	8			\$2,350.00
Resource Recovery Materials	Website content, social media, factsheets, FAQ	2	15	8		\$5,005.00
Baywise.org Content Updates		2	8	4		\$2,890.00
Misc Support		2	5			\$1,675.00
Hour		18	69	12		99
Budget		\$4,950.00	\$15,525.00	\$1,620.00	\$0.00	\$40,095.00

Date: April 21, 2023

BAY AREA CLEAN WATER AGENCIES

CONSULTING AGREEMENT

TO: Amber Shipley, Managing Partner
Civic Edge Consulting
101A Clay Street #267
San Francisco, CA 94111
hello@thecivicege.com
415-915-0511

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

RE: BACWA Agreement for FY23 with Civic Edge Consulting to provide public outreach and communications support to the Bay Area Clean Water Agencies.


This Agreement covers professional services to be performed by Civic Edge Consulting in order to develop a Communication Plan for BACWA. The work under this contract will be carried out under the supervision of Lorien Fono, BACWA Executive Director. The total cost of professional services to be performed by Civic Edge Consulting is not to exceed \$20,000. This contract will be funded by the BACWA Budget under the General Technical Support line item. The term of this contract shall expire on September 30, 2023.

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 Civic Edge Consulting for professional and competent services rendered to the date of termination upon delivery of assigned work products to BACWA.

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

BACWA AED E-mail: Jennifer Dymant jdymant@bacwa.org

Approved:

By 
Amit Mutsuddy
Chair, BACWA Executive Board

05 / 03 / 2023
Date _____

BACWA EIN: 94-3389334

By 
Amber Shipley
Civic Edge Consulting

04 / 25 / 2023
Date _____

COMPANY EIN: 26-4702704

Lorien Fono

From: Lorien Fono
Sent: Friday, May 30, 2025 10:53 AM
To: Schlipf, Robert@Waterboards; White, Eileen@Waterboards; Johnson, Bill@Waterboards; O'Connor, Kerry@Waterboards
Cc: Pam Phillips; jgregory@ci.benicia.ca.us; josh.rogers@veolia.com; Lori Schectel; Jason Dow (jdow@cmsa.us); jbarnhill@town.crockett.ca.us; Gonzalez, Joaquin; Dan Gill (dgill@dsrds.com); jzipkin; amit.mutsuddy@ebmud.com; Meg P. Herston; David Donovan; Mel Liebmann; awsmith@LivermoreCA.gov; trubio@sani5.org; Sam Bautista; lcorona@mvds.org; Francis, Christopher; sandeepk@novatosan.com; Jimmy Dang; karin.north@cityofpaloalto.org; Pierce, Matthew; bexberger@cityofmillvalley.org; Josh Binder; 'Mary_Phelps@ci.richmond.ca.us'; bealls@rodeosan.org; leroy.sisneros@flysfo.com; eric.dunlavey@sanjoseca.gov; Morehouse, Hayes; Rob Learmonth; jeffrey@smcsd.net; Frank Mello; Brian.Schumacker@ssf.net; rwikramanayake@sunnyvale.ca.gov; Amy J. Chastain (AChastain@sfwater.org); armandol@unionsanitary.ca.gov; Jennifer Harrington (jharrington@vsfcd.com); Aaron Winer; Daniel Buenrostro; Mary Cousins; Will Geiken; David Senn
Subject: 2025 Science Plan Update
Attachments: FY2026_NMS_ProgramPlan_FINAL.pdf; NMS_SciencePlan_2025-2030_FINAL.pdf

Dear Robert Schlipf,

In accordance with Provision 6.3.2.3 of the Nutrient Watershed Permit Order No. R2-2024-0013, which is to Support Science Plan Development and Implementation, BACWA is hereby submitting, on behalf of the Dischargers, the annual science plan and schedule for proposed studies that is due by June 1, 2025. The attached Final FY2026 Program Plan defines work that will be conducted over the next fiscal year, and the NMS Science Plan lays out priorities for the next five years. Both of these documents were presented to the NMS Steering Committee and approved at the May 9, 2025 meeting.

Please let me know if you have any questions concerning this annual update.

Regards,

Lorien Fono

Lorien Fono
Executive Director
Bay Area Clean Water Agencies
lfono@bacwa.org
(510) 684-2993

Scoping Plan

Regional Planning Study

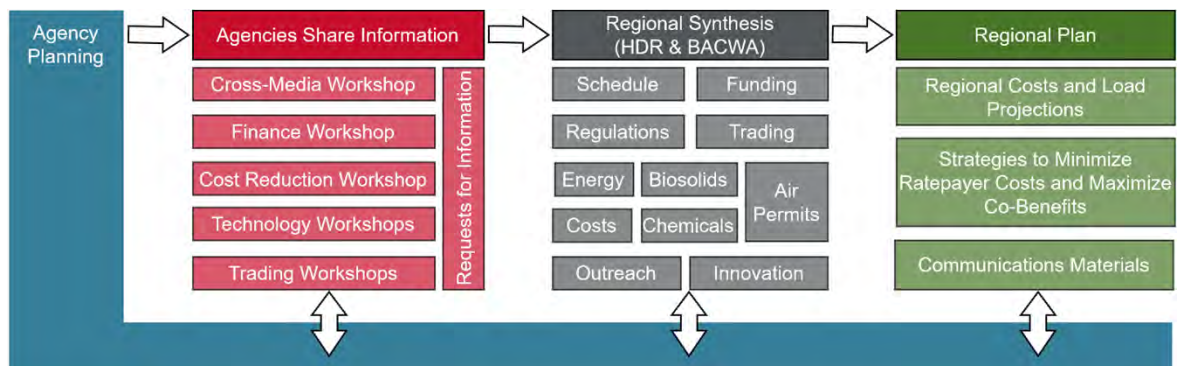


2025-06-13

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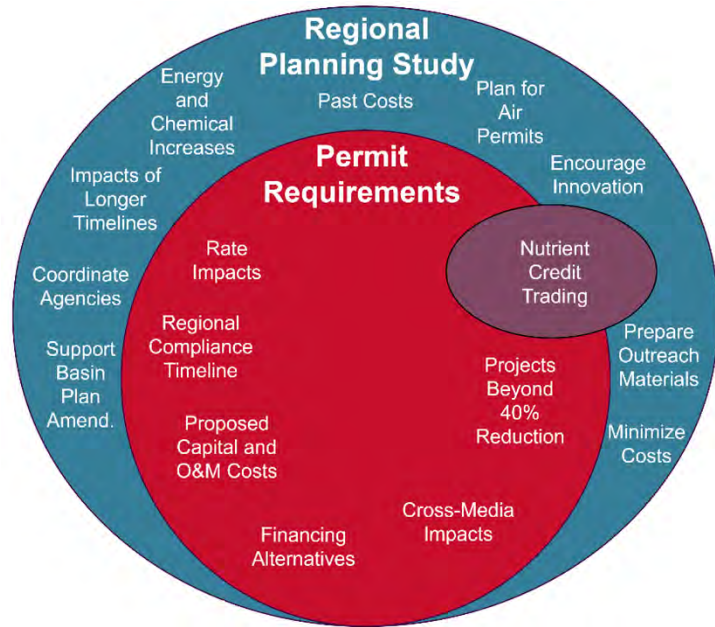
Process

- Interactive, iterative approach.





Permit Requirements and Additional Goals



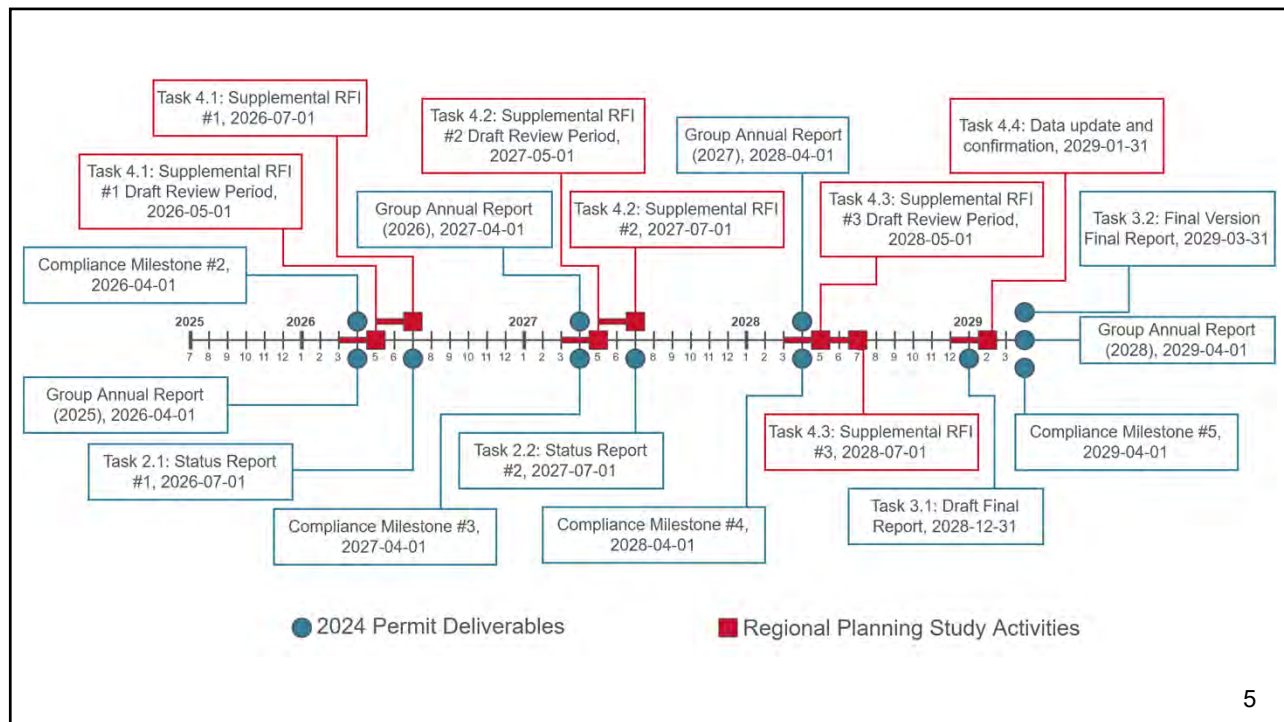
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3

Table 3. Anticipated Activities for the Regional Planning Study

Activity	Description	Completion Date
Project Management and QA/QC	Scheduled meetings, status updates, and QA/QC	Ongoing
Workshops	Various workshops will be held throughout the preparation of the Regional Planning Study that will focus on cross-media impacts, strategies to reduce regional costs, rate impacts, innovative technologies, and nutrient credit trading. The dates of these workshops have not been determined, but the approximate timing of the workshops is shown in the Gantt chart given in Appendix A.	Ongoing
Supplemental Information Request #1	Focuses on nutrient credit trading, cross-media impacts, and rate model information to help development of analysis methodology. Dischargers will be asked to review a draft RFI prior to completing the final RFI. This RFI will be distributed after the Group Annual Report (2025). For more details see Section 2.3.4.	2026-07-01
Supplemental Information Request #2	Focuses on updating information collected from the previous supplemental RFI and filling any identified gaps. Dischargers will be asked to review a draft RFI prior to completing the final RFI. This RFI will be distributed after the Group Annual Report (2026). For more details see Section 2.3.4.	2027-07-01
Supplemental Information Request #3	Includes the majority of the construction, compliance, and cost information needed for the planning study, as well as updates to information collected previously. Dischargers will be asked to review a draft RFI prior to completing the final RFI. This RFI will be distributed after the Group Annual Report (2027). For more details see Section 2.3.4.	2028-07-01
Data Update and Confirmation	Opportunity for Dischargers to revise and/or confirm their data prior to submission of the final report. For more details see Section 2.3.4.	2029-01-31
Annual Assessment of baywide nutrient management efforts (Optional)	Use the Practices, Policies, and Partnerships framework developed as part of the Water Research Foundation Project No. 4974 titled "Holistic Approach to Improved Nutrient Management". This non-permit component will serve as an annual "report card" that compares the on-going Bay Area efforts against at least three other watersheds. Each report card will be limited to 2 slides per watershed.	Annual

4



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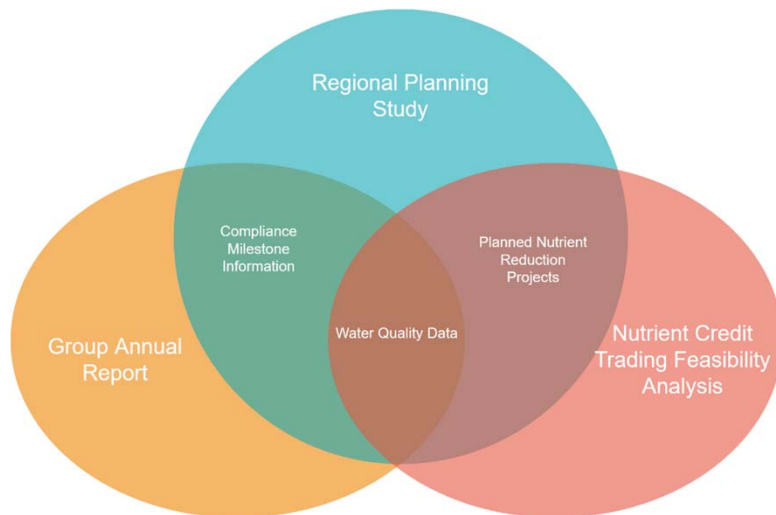
Preliminary Outline for Regional Planning Study

1. Background
2. Compliance and Construction Timelines
 - 2.1. Current Status of Nutrient Upgrades
 - 2.2. Need for Extended Compliance Timeline
3. Capital, Operations, and Maintenance Costs
4. Financing Alternatives and Community Rate Impacts
5. Strategies to Reduce Regional Cost
6. Cross-Media Impacts
 - 6.1. Energy and Chemicals
 - 6.2. Other Air Pollutants
 - 6.3. Biosolids
7. Nutrient Credit Trading
8. Member Information Sharing
9. Public Outreach and Industry Involvement
10. Appendix A: Detailed Project Descriptions

6



Intersections Between Deliverables

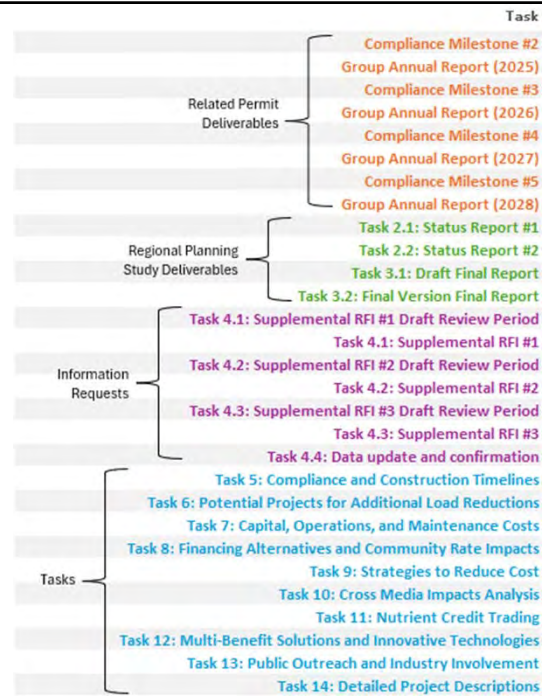


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7



Tasks



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8

Task 5: Compliance and Construction Timeline

- Construction phasing timeline that includes completed, in-progress, proposed, and conceptual capital improvements projects.
- Analysis will include:
 - Anticipated reductions in aggregate TIN load, both baywide and by subembayment.
 - Comparison to the load reductions required by the 2024 Permit.
 - Possibility of schedule delays due to external and internal factors
 - Effects of extended compliance timelines, annual variability, and population growth on discharge loads and compliance.

9

Task 6: Potential Projects for Additional Load Reductions

- Using load projection information (from Task 5), determine the magnitude of additional load reductions required to meet the 50% and 60% reductions.
- Work with a subset of larger dischargers (≥ 10 MGD) to identify additional recycled water and nature-based opportunities to further reduce loads

10

Task 7: Capital, Operations, and Maintenance Costs

- Costs of:
 - Projects completed prior to the first Nutrient Watershed Permit.
 - Projects completed in response to the first or second Nutrient Watershed Permit (Early Actors).
 - Projects completed in response to the 2024 Permit.
 - Projects that are in-progress.
 - Projects that have been proposed.
 - Projects that are being considered but have not been proposed for implementation.

11

Task 8: Financing Alternatives and Community Rate Impacts

- Market assessment of financing options available to Dischargers and present options with their associated advantages and disadvantages.
- A general financial plan for each agency will be produced based on industry standard approaches (WEF MOP No. 27).
- Workshop held with representatives of each agency to work out the details of what is feasible (i.e., there may be legal obstacles).

12

Task 9: Strategies to Reduce Regional Cost

- Coordinating the regional upgrades may have significant benefits for Dischargers and their ratepayers.
- Identify potential opportunities to reduce regional costs:
 - Economies of scale, nutrient trading, construction timelines, and extended deadlines
- Estimate the sensitivity of costs to economic conditions and project completion schedules.

13

Task 10: Cross-Media Impacts

- Estimate impacts on energy and chemical consumption, air pollutants, and biosolids.
- Greenhouse gas emissions are not included (partly due to uncertainty regarding the future composition of California's energy sources).
- One workshop with Dischargers and a panel of experts will be held to assess the cross-media impacts of planned upgrades.

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Task 11: Nutrient Credit Trading

- Evaluate Dischargers' interest in trading nutrient credits, including which may have credits to sell and which may need to buy credits.
- Develop schedule of anticipated credit availability
- Estimate effects of anticipated population growth per ABAG projections and/or projections provided by the Dischargers.

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Task 11: Nutrient Credit Trading

Subconsultant Scope of Work

- Define and contextualize the various forms of nutrient trading (e.g., between agencies, a centralized bank, etc.).
- Establish the viability/long term sustainability/role of nutrient credit trading among the Dischargers.
- Evaluate baywide and subembayment trading allowances that are supported by the best available science.
- Identify entities suitable for managing the trading of credits among Dischargers.
- Provide recommendation(s) for how best to proceed.

16

Task 12: Member Information Sharing

- Facilitate the creation of working groups devoted to sharing information on innovative technologies, multi-benefit solutions, and pilot studies (e.g., Central San's MABR pilot).
- Communication, collaboration, and information-sharing among Dischargers may increase willingness to explore multi-benefit solutions and innovative technologies

17

Task 13: Public Outreach and Industry Involvement

- Prepare outreach materials for the public and for regional advocacy groups that may be able to influence and improve the availability of funding.
- Improve the construction industry's awareness of forthcoming projects
- Due to the regional scale of the required upgrades, resource constraints in the consulting and construction industry may limit progress, delay compliance, and inflate costs.

18

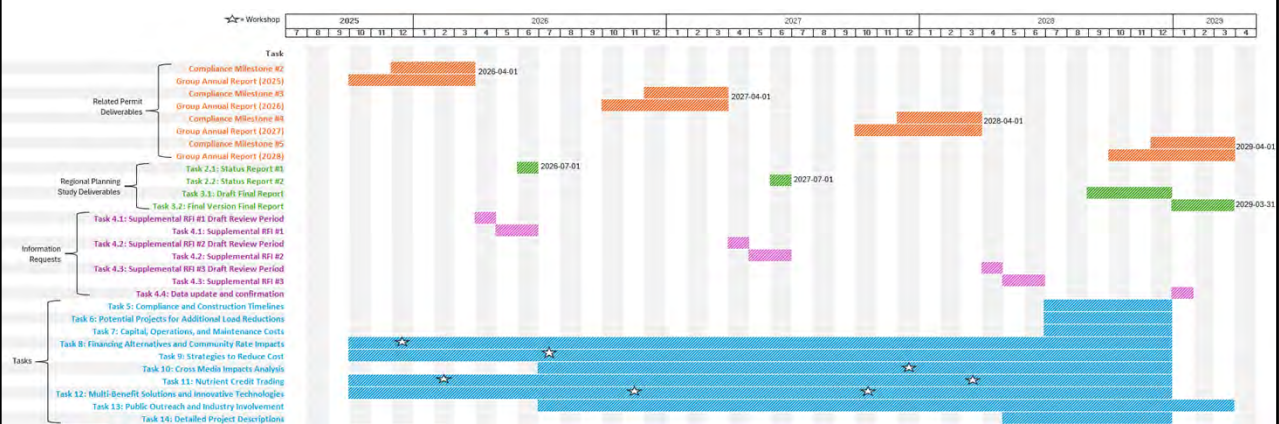
Task 14: Detailed Project Descriptions

- Detailed descriptions of the completed, in-progress, proposed, and conceptual projects will be compiled for all the participating Dischargers and placed in an appendix in the Regional Planning Study.

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Schedule

- Estimated timeline of activities and deliverables.



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Discussion Items

- Are there any additional elements the Water Board would like to see included?
- How would the Water Board prefer to engage with the Regional Planning Study?
 - Example: Review of draft reports?
- Is there any information that will be needed earlier than the Regional Planning Study deadline in 2029?
 - Example: Information to support a potential Basin Plan Amendment?
- Are there any specific technical requirements for project deliverables, such as load projections?

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Bay Area Clean Water Agencies

Regional Planning Study

Scoping Plan

June 16, 2025



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1 Introduction

Discharges of total inorganic nitrogen (i.e., the sum of ammonia, nitrite, and nitrate; referred to here as TIN) by municipal Publicly Owned Treatment Works (POTWs or Dischargers) to San Francisco Bay are regulated by the San Francisco Bay Regional Water Quality Control Board (Regional Water Board) through a collective National Pollutant Discharge Elimination System (NPDES) permit (Permit No. CA0038873). In July 2024, the Regional Water Board adopted Order R2-2024-0013, which is the third iteration of the Nutrient Watershed Permit (2024 Permit). The 2024 Permit became effective on October 1, 2024, replacing the 2019 Permit (Order No. R2-2019-0017).

The 2024 Permit requires the Dischargers to reduce the aggregate dry season (May through September) TIN load to San Francisco Bay by 40% relative to the 2022 dry season aggregate load. Individual limits are based on the specific TIN concentration (i.e., mg N/L) that, when the various flows are considered, results in loads summing to the total aggregate average load of 26,700 kg/day, assuming 2022 dry season flows. This concentration is 20.5 mg TIN/L. This means that the required percentage reduction for each agency varies depending on current effluent concentrations and flows. If aggregate TIN loads are below 26,700 kg/d, then all Dischargers will be deemed in compliance. The 2024 Permit limits the time to comply with this load limit to 10 years, which is the maximum time allowed in an NPDES permit by the State Water Resources Control Board's (State Water Board) Policy for Compliance Schedules in NPDES Permits (Compliance Schedule Policy; Resolution 2008-0025).

The 2024 Permit requires Dischargers to comply with individual interim performance-based limits while taking steps to meet their final individual load limits by the 2035 dry season. There is no aggregate interim load limit. If a Discharger cannot comply within 10 years, the Regional Water Board will consider regulatory mechanisms as warranted and as available to grant more time (see Fact Sheet sections 6.3.5 and 6.3.6 in the 2024 Permit). A summary of the enforceable effluent TIN limits for each Discharger is provided in Table 1. The interim effluent TIN limits have been enforceable since the 2024 Permit became effective (October 1, 2024) and will apply to the dry seasons from 2025 through 2034. The final effluent TIN limits are enforceable starting October 1, 2034, and will apply beginning in the 2035 dry season. Additionally, the 2024 Permit requires the Dischargers to continue to track and evaluate treatment plant performance, report on compliance milestones, fund nutrient research and monitoring programs, and complete a Regional Planning Study.

The Regional Planning Study is a key deliverable that will provide an analysis of the timeline, cost, and cross-media impacts associated with the required nutrient reduction projects. The study will also include an evaluation of beneficial projects that may require more than ten years, and a preliminary investigation of the potential for nutrient credit trading. As shown in Figure 1, going beyond the minimum permit requirements for the Regional Planning Study provides a valuable opportunity for the Dischargers to coordinate their efforts to reduce regional costs, foster regional solutions, and promote innovation.

This Scoping Plan details the components of the Regional Planning Study and specifies how the components will be completed, including how information will be collected, processed, and presented. The subsections that follow include details on the minimum requirements of the 2024 Permit (Section 1.1), the anticipated schedule (Section 1.2), and proposed additional tasks that go beyond the minimum requirements of the 2024 Permit (Section 1.3).

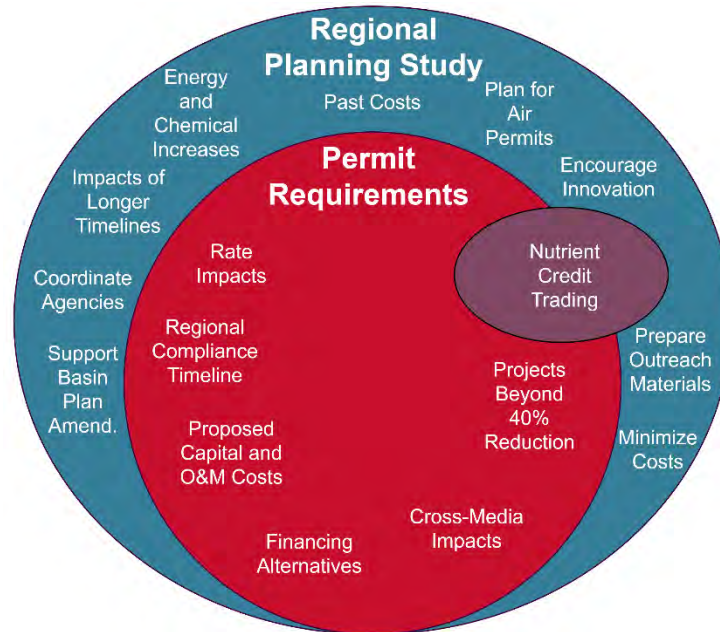


Figure 1. Comparison of Permit Requirements and Additional Goals of the Regional Planning Study.

Minimum requirements from Provision 6.3.4 of the 2024 Permit are shown at center, in red. Additional elements to support the BACWA community in project implementation are shown in the blue outer circle. Nutrient credit trading is indicated separately because it listed in Provision 6.3.4(f) of the 2024 Permit as an optional component of the Regional Planning Study.

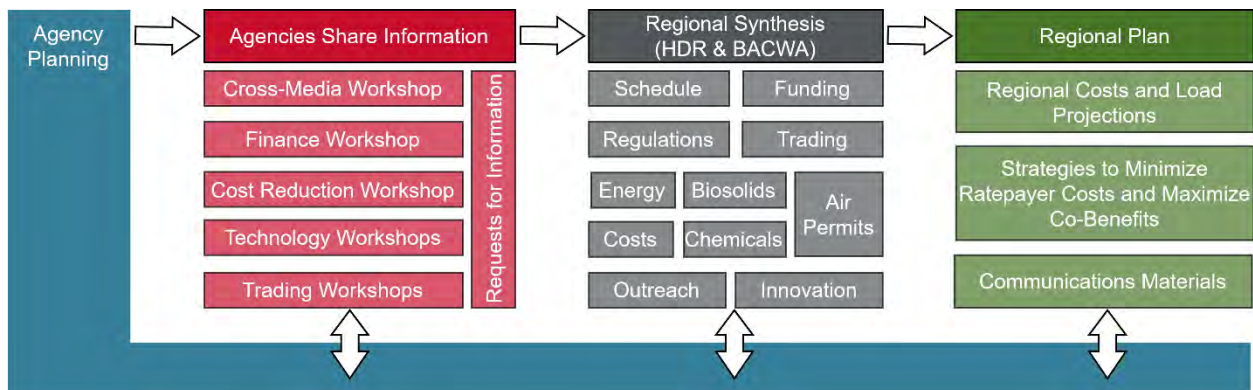


Figure 2. The Regional Planning Study Process.

Table 1. Municipal Wastewater Dischargers and their Corresponding TIN Discharge Limits in the 2024 Permit

Discharger Name (Abbreviation)	POTW Facility Name	Interim Effluent TIN Limitations (kg N/d) ⁱ	Final Effluent TIN Limitations (kg N/d) ⁱⁱ
American Canyon, City of (American Canyon)	Wastewater Treatment and Reclamation Facility	79	62
Benicia, City of (Benicia)	Benicia Wastewater Treatment Plant	290	120
Burlingame, City of (Burlingame)	Burlingame Wastewater Treatment Plant	610	160
Central Contra Costa Sanitary District (Central San)	Central Contra Costa Sanitary District Wastewater Treatment Plant	4,300	2,300
Central Marin Sanitation Agency (CMSA)	Central Marin Sanitation Agency Wastewater Treatment Plant	1,300	480
Crockett Community Services District (Port Costa)	Port Costa Wastewater Treatment Plant	5.3	3.7
Delta Diablo (Delta Diablo)	Delta Diablo Wastewater Treatment Plant	2,000	920
East Bay Dischargers Authority (EBDA): Cities of Hayward and San Leandro; Oro Loma Sanitary District; Castro Valley Sanitary District; Union Sanitary District; Livermore-Amador Valley Water Management Agency; Dublin San Ramon Services District; and City of Livermore	San Leandro Water Pollution Control Plant	9,000	4,200
	Oro Loma/Castro Valley Sanitary Districts Water Pollution Control Plant		
	Raymond A. Boege Alvarado Wastewater Treatment Plant		
	Hayward Water Resource Recovery Facility		
	Livermore-Amador Valley Water Management Agency Export and Storage Facilities		
	Dublin San Ramon Services District Wastewater Treatment Plant		
	City of Livermore Water Reclamation Plant		
East Bay Municipal Utility District (EBMUD)	East Bay Municipal Utility District, Special District No. 1 Wastewater Treatment Plant	11,000	3,300
Fairfield-Suisun Sewer District (FSSD)	Fairfield-Suisun Wastewater Treatment Plant	1,600	880
Las Gallinas Valley Sanitary District (Las Gallinas)	Las Gallinas Valley Sanitary District Sewage Treatment Plant	-- ⁱⁱⁱ	-- ⁱⁱⁱ
Marin County (Paradise Cove), Sanitary District No. 5 of	Paradise Cove Treatment Plant	3.7	3.5
Marin County (Tiburon), Sanitary District No. 5 of	Wastewater Treatment Plant	69	47
Millbrae, City of (Millbrae)	Water Pollution Control Plant	340	100
Mt. View Sanitary District (Mt View)	Mt View Sanitary District Wastewater Treatment Plant	190	78
Napa Sanitation District (Napa)	Soscol Water Recycling Facility	-- ⁱⁱⁱ	-- ⁱⁱⁱ
Novato Sanitary District (Novato)	Novato Sanitary District Wastewater Treatment Plant	210	140
Palo Alto, City of (Palo Alto)	Palo Alto Regional Water Quality Control Plant	2,900	1,200
Petaluma, City of (Petaluma)	Municipal Wastewater Treatment Plant	-- ⁱⁱⁱ	-- ⁱⁱⁱ
Pinole, City of (Pinole)	Pinole-Hercules Water Pollution Control Plant	460	190

Discharger Name (Abbreviation)	POTW Facility Name	Interim Effluent TIN Limitations (kg N/d) ⁱ	Final Effluent TIN Limitations (kg N/d) ⁱⁱ
Rodeo Sanitary District (Rodeo)	Rodeo Sanitary District Water Pollution Control Facility	50	38
San Francisco (San Francisco International Airport), City and County of (SFO Airport)	Mel Leong Treatment Plant, Sanitary Plant	560	71
San Francisco (Southeast Plant), City and County of (SFPUC Southeast)	Southeast Water Pollution Control Plant	11,000	3,300
San Jose/Santa Clara Water Pollution Control Plant and Cities of San Jose and Santa Clara (San Jose)	San Jose/Santa Clara Water Pollution Control Plant	6,400	5,000
San Mateo, City of (San Mateo)	City of San Mateo Wastewater Treatment Plant	1,700	670
Sausalito-Marín City Sanitary District (SMCSD)	Sausalito-Marín City Sanitary District Wastewater Treatment Plant	180	69
Sewerage Agency of Southern Marin (SASM)	Sewerage Agency of Southern Marin Wastewater Treatment Plant	280	140
Silicon Valley Clean Water (SVCW)	Silicon Valley Clean Water Wastewater Treatment Plant	3,000	880
Sonoma Valley County Sanitary District (Sonoma Valley)	Municipal Wastewater Treatment Plant	-- ⁱⁱⁱ	-- ⁱⁱⁱ
South San Francisco and San Bruno, Cities of (South SF)	South San Francisco and San Bruno Water Quality Control Plant	1,500	560
Sunnyvale, City of (Sunnyvale)	Sunnyvale Water Pollution Control Plant	830	740
Treasure Island Development Authority	Treasure Island Wastewater Treatment Plant	29	21
Vallejo Flood and Wastewater District (Vallejo)	Vallejo Wastewater Treatment Plant	1,000	580
West County Wastewater District (West County) and City of Richmond Municipal Sewer District (Richmond) ^{iv}	West County Wastewater-City of Richmond Combined Outfall		
	West County Wastewater District Treatment Plant	1,100	430
	Richmond Municipal Sewer District Water Pollution Control Plant		
Total Aggregate Limit ^v			26,700

- i Interim seasonal effluent limits at the discharge points and monitoring locations are specified in the Monitoring and Reporting Program (Attachment E of the 2024 Permit; Effective on October 1, 2024). Compliance with these final limitations shall be determined seasonally based on discharges from May 1 through September 30.
- ii In accordance with the compliance schedule established by the 2024 Permit in Provision 6.3.3, starting October 1, 2034, the Dischargers shall comply with the following final seasonal water quality-based effluent limitations at the discharge points and monitoring locations specified in the MRP. Compliance with these final limitations shall be determined seasonally based on discharges from May 1 through September 30.
- iii Agencies with a dry season discharge prohibition were excluded from TIN load limits.
- iv Formerly West County Agency, a Joint Powers Authority that was dissolved effective December 31, 2024. West County Wastewater District and the City of Richmond now share responsibility for permit compliance.
- v The sum of the individual final effluent TIN limits is 26,683.2 kg/d, which is lower than the total aggregate limit of 26,700.

1.1 Regional Planning Study 2024 Permit Requirements

Provision 6.3.4 of the 2024 Permit requires Dischargers with effluent limits and designated as “major” (greater than one million gallons per day average dry weather flow permitted capacity) to develop a report that describes regionwide planning efforts to meet the final effluent TIN load limits. The report is required to include the following:

- Regional schedule that lays out the phasing of identified future projects.
- Identification of anticipated capital, operation, and maintenance costs of proposed projects, to the extent feasible for the level of planning.
- Description of anticipated financing alternatives and impacts on agency rates (i.e., the cost to the community) associated with the identified projects.
- Assessment of the impact of the proposed projects on other regulations or requirements (e.g., air and biosolids regulations).
- Identification of the nutrient reduction projects that would occur beyond the compliance schedule established in provision 6.3.3 (with a focus on recycled water and nature-based solution projects) with the potential to reduce the baywide total inorganic nitrogen load to below 22,000 kg/d and below 17,600 kg/d (50% and 60% reduction from 2022 total inorganic nitrogen load).
- Nutrient trading program, if Dischargers seek to engage in trading consistent with U.S. EPA’s “Water Quality Trading Policy” (January 13, 2003) to facilitate achieving total inorganic nitrogen load reductions. The proposed trading program should evaluate baywide and subembayment trading allowances that are supported by the best available science.

1.2 Schedule

Table 2 provides key due dates for the Regional Planning Study as they related to other requirements from the 2024 Permit.

Table 2. Key Due Dates for the Regional Planning Study (Bold) and Other Permit Requirements

Deliverable	Description	Permit Due Date
Scoping Plan	Contents, methods, and schedule for Regional Planning Study (this document).	2025-07-01
Compliance Schedule Milestone #2	Perform Alternatives Analysis ^{1,2} Dischargers shall evaluate the compliance alternative(s) and which alternative or combination of alternatives will best achieve compliance with the final effluent limits in Table 1.	2026-04-01
Group Annual Report (2025)	Data and trending analysis on flows and nutrient levels for influent, discharge, and recycled water for each discharger and the compliance milestone summary. Example: https://bacwa.org/wp-content/uploads/2025/04/2024-BACWA-GAR-Final-2025-04-01.pdf	2026-04-01
Status Report	Update to Regional Water Board regarding tasks completed and preliminary findings	2026-07-01
Compliance Schedule Milestone #3	Submit Compliance Plan ^{1,2} Dischargers shall describe proposed improvements and provide an implementation schedule for meeting the final effluent limits in Table 1.	2027-04-01
Group Annual Report (2026)	Same as Group Annual Report (2025)	2027-04-01
Status Report	Update to Regional Water Board regarding tasks completed and preliminary findings	2027-07-01
Compliance Schedule Milestone #4	Submit Design Progress Report ^{1,2} Dischargers implementing a capital project as described in the 2024 Permit to meet the final effluent limits in Table 1 shall provide project details.	2028-04-01
Group Annual Report (2027)	Same as Group Annual Report (2025)	2028-04-01
Regional Planning Study Final Report	Results and findings of Regional Planning Study. Each Discharger will have the opportunity to review a draft of the report and provide comments prior to submission of the final report.	2029-03-31
Compliance Schedule Milestone #5	Submit Design Progress Report and Compliance Update ^{1,2} Dischargers shall summarize their progress towards meeting the final effluent limits in Table 1.	2029-04-01
Group Annual Report (2028)	Same as Group Annual Report (2025)	2029-04-01

1. See Table 5 in the 2024 Permit.

2. Compliance milestone reporting may be delayed for one year from the dates shown in this table if the Discharger meets certain conditions described in the 2024 Permit.

Table 3 provides a timeline of anticipated activities for the Regional Planning Study. This schedule was designed to facilitate incremental progress while giving agencies time to develop their plans in more detail.

Table 3. Anticipated Activities for the Regional Planning Study

Activity	Description	Completion Date
Project Management and QA/QC	Scheduled meetings, status updates, and QA/QC	Ongoing
Workshops	Various workshops will be held throughout the preparation of the Regional Planning Study that will focus on cross-media impacts, strategies to reduce regional costs, rate impacts, innovative technologies, and nutrient credit trading. The dates of these workshops have not been determined, but the approximate timing of the workshops is shown in the Gantt chart given in Appendix A.	Ongoing
Supplemental Information Request #1	Focuses on nutrient credit trading, cross-media impacts, and rate model information to help development of analysis methodology. Dischargers will be asked to review a draft RFI prior to completing the final RFI. This RFI will be distributed after the Group Annual Report (2025). For more details see Section 2.3.4.	2026-07-01
Supplemental Information Request #2	Focuses on updating information collected from the previous supplemental RFI and filling any identified gaps. Dischargers will be asked to review a draft RFI prior to completing the final RFI. This RFI will be distributed after the Group Annual Report (2026). For more details see Section 2.3.4.	2027-07-01
Supplemental Information Request #3	Includes the majority of the construction, compliance, and cost information needed for the planning study, as well as updates to information collected previously. Dischargers will be asked to review a draft RFI prior to completing the final RFI. This RFI will be distributed after the Group Annual Report (2027). For more details see Section 2.3.4.	2028-07-01
Data Update and Confirmation	Opportunity for Dischargers to revise and/or confirm their data prior to submission of the final report. For more details see Section 2.3.4.	2029-01-31
Annual Assessment of baywide nutrient management efforts (Optional)	Use the Practices, Policies, and Partnerships framework developed as part of the Water Research Foundation Project No. 4974 titled “Holistic Approach to Improved Nutrient Management”. This non-permit component will serve as an annual “report card” that compares the on-going Bay Area efforts against at least three other watersheds. Each report card will be limited to 2 slides per watershed.	Annual

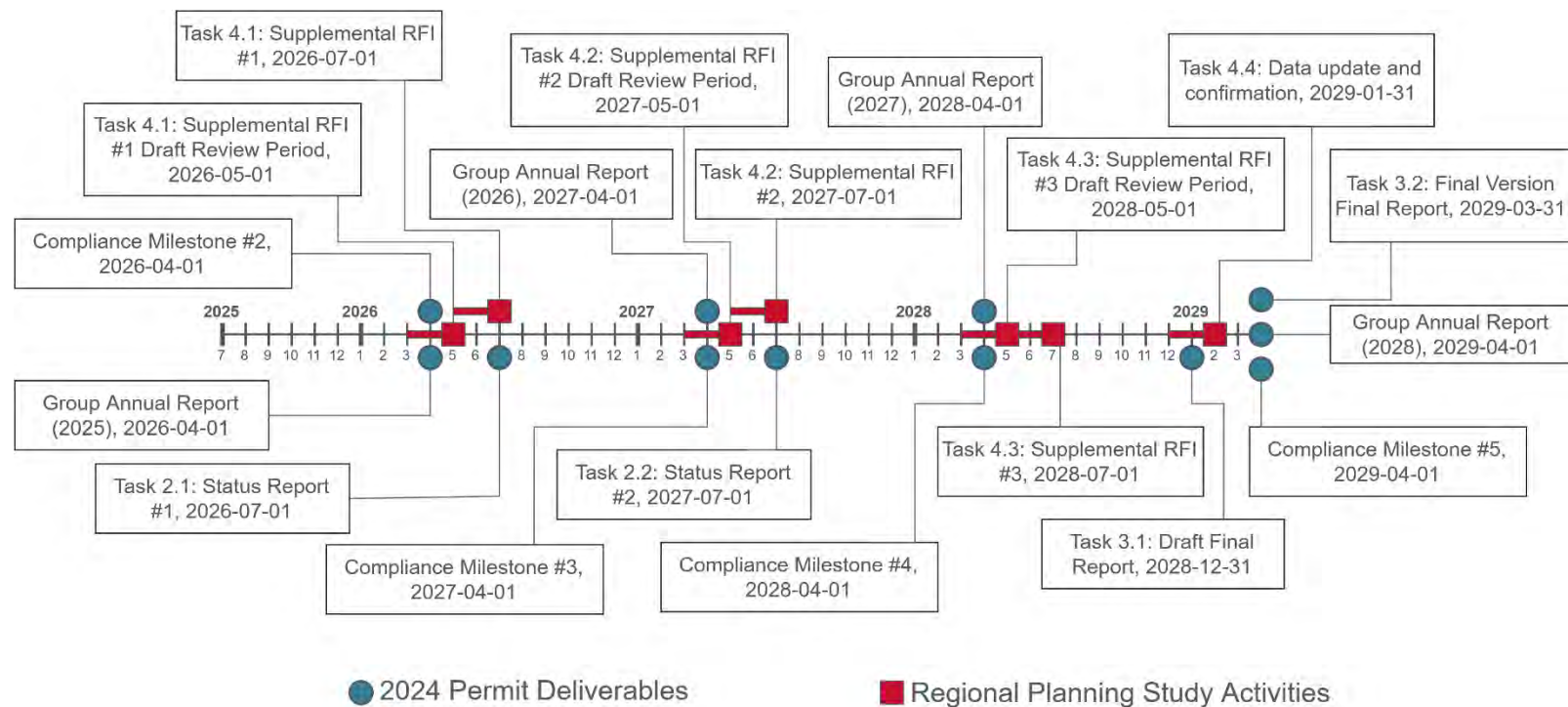


Figure 3. Timeline for 2024 Permit Deliverables and Activities.

1.3 Additional Tasks

The following tasks go beyond the 2024 Permit's minimum requirements for the Regional Planning Study. These items are included in the scoping plan because they provide context on additional plans that the Dischargers consider important for advancing baywide nutrient management efforts.

- Coordinate between agencies on scheduling capital improvement projects to reduce delays, mitigate potential resource constraints, and minimize costs.
- Provide information about project schedules to support the development of a potential Basin Plan Amendment that would extend the maximum time period for compliance schedules beyond ten years.
- Evaluate the financial impacts of longer compliance timelines, including the impact to customer rates.
- Estimate the total capital, operations, and maintenance costs associated with nutrient reduction requirements (not just the capital, operations, and maintenance costs of proposed projects). For example, operations and maintenance costs for projects that remove nitrogen but were constructed prior to the adoption of the first nutrient watershed permit.
- Facilitate the exchange of information between agencies, including information related to piloting and demonstration efforts. For example, the recently completed membrane aerated biofilm reactor (MABR) pilot at Central San has provided key information of interest to many dischargers. An open house was offered to assist with information dissemination, as well as presentations and publications for industry groups such as the California Water Environment Association.
- Provide materials for public outreach (e.g., to inform regional advocacy to improve likelihood of additional funding).
- Maintain industry involvement (e.g., communicate with consultants and contractors to improve availability of local resources).
- Provide the Bay Area Air District information on upcoming air permit applications to allow them to allocate resources to process the applications.
- Provide information needed to advance the development of a nutrient credit trading framework. This information is only required by the 2024 Permit "if Dischargers seek to engage in trading."

2 Regional Plan to Reduce TIN Discharge Loads

This section outlines the deliverables associated with the Regional Planning Study, the content that will be included, how the necessary information will be obtained, and how the information will be processed and presented.

2.1 Deliverables

There are four deliverables associated with the Regional Planning Study that must be submitted to the Regional Water Board (see Table 2).

- The Scoping Plan (this document) details the components of the Regional Planning Study and specifies how the components will be completed, including how information will be collected, processed, and presented. The Scoping Plan is due July 1, 2025.
- Status Reports describing the tasks completed and preliminary findings will be submitted on July 1, 2026, and July 1, 2027.
- The Final Report describing the results of the Regional Planning Study is due March 31, 2029.

2.2 Components of the Regional Planning Study

The Regional Planning Study will include information and analysis that satisfies the 2024 Permit requirements (see Section 1.1) and provide additional information beyond the minimum permit requirements (see Section 1.3). The anticipated outline for the Final Report is as follows.

1. Background
2. Compliance and Construction Timelines
 - 2.1. Current Status of Nutrient Upgrades
 - 2.2. Need for Extended Compliance Timeline
3. Capital, Operations, and Maintenance Costs
4. Financing Alternatives and Community Rate Impacts
5. Strategies to Reduce Regional Cost
6. Cross-Media Impacts
 - 6.1. Energy and Chemicals
 - 6.2. Other Air Pollutants
 - 6.3. Biosolids
7. Nutrient Credit Trading
8. Member Information Sharing
9. Public Outreach and Industry Involvement
10. Practice, Policy, and Partnership (Optional)
11. Appendix A: Detailed Project Descriptions

2.3 Tasks

The following tasks describe the work needed to complete the Regional Planning Study. See Appendix A for a Gantt chart describing the schedule of deliverables and tasks.

2.3.1 Task 1: Project Management and QA/QC

Project management and quality assurance/quality control (QA/QC) activities will be essential for meeting compliance due dates and maintaining the quality of the analysis and associated deliverables.

2.3.2 Task 2: Status Reports

The Status Reports will consist of a one to two-page summary of the tasks completed and the preliminary findings for the Regional Planning Summary. The consultant team will draft the Status Reports, and BACWA and the Dischargers will have the opportunity to review and provide markups and comments prior to submission to the Regional Water Board. The Status Reports are due July 1, 2026 and July 1, 2027.

2.3.3 Task 3: Draft and Final Report

The consultant team will produce draft and final versions of the Final Report. The Final Report will contain the information and analysis needed to satisfy the 2024 Permit's requirements for the Regional Planning Study (see Section 1.1) and the additional tasks proposed by BACWA (see Section 1.3). The Final Report is anticipated to consist of the components outlined in Section 2.2 and detailed below. BACWA and the Dischargers will have the opportunity to review the draft version of the Final Report and provide markups and comments prior to submission to the Regional Water Board. The Final Report will be submitted to the Regional Water Board as a PDF file. BACWA will be provided an editable Microsoft Word document in addition to the submitted PDF file. The Final Report is due March 31, 2029.

In addition to the components described in the subsections that follow, the Final Report will contain background information providing an overview of the 2014, 2019, and 2024 Permits, their requirements, and key findings from previous BACWA-led special studies. The report will also contain a brief summary of the state of scientific information being developed through the Nutrient Management Strategy, and how it is informing policy and permitting decisions. For example, the anticipated discharge TIN levels associated with the various listed projects in the Regional Planning Study could be used as scenario(s) in the future modeling efforts by the Nutrient Management Strategy science team.

2.3.4 Task 4: Obtaining Information from Dischargers

Information needed to complete the Regional Planning Study will be obtained from Dischargers through two types of requests for information (RFI): 1) the compliance milestone RFI (Section 6.3.3 of the 2024 Permit) completed annually as part of the Group Annual Report and 2) supplemental RFIs independent of the compliance milestone reporting. This approach is preferred because it provides flexibility and will distribute the burden of work for the Dischargers throughout the year and can be tailored to different agency staff. The schedule of anticipated RFIs is summarized in Figure 3,

with descriptions given in Table 2 and Table 3.

Additional supplemental RFIs may be issued as needed. RFIs will be developed and distributed to the Dischargers using Microsoft Forms. Draft versions of the RFIs will be distributed to the Dischargers for review prior to the distribution of the final RFIs. Accompanying Excel workbook templates will be provided where necessary to standardize the format of the responses. The RFIs will be constructed to build on previous RFIs and to allow Dischargers to update information provided previously. A final opportunity to update the information used for the Regional Planning Study will be provided prior to submission of the Final Report. This task includes provision of “office hours” for BACWA members prior to each RFI due date. The following provides more details regarding the information that will be requested in each RFI.

- **Compliance Schedule Milestone #2 (Perform Alternatives Analysis)**
 - BACWA will distribute a draft RFI in December 2025
 - BACWA will distribute a final RFI in January 2026
 - BACWA will ask Dischargers to provide information by February 13, 2026
 - Permit Due Date: April 1, 2026
 - The RFI will request the following information:
 - Evaluation of alternatives and identification of which compliance pathway best meets final effluent limits.
 - If Discharger has already identified compliance pathway, provide status update on implementation.
 - If optimization is part of compliance plan, Discharger must submit schedule to complete optimization work no later than May 1, 2028.
- **Supplemental Information Request #1**
 - BACWA will distribute a draft RFI April 1, 2026
 - BACWA will distribute a final RFI May 1, 2026
 - BACWA will ask Dischargers to provide information by July 1, 2026
 - The first supplemental request will be made after the Group Annual Report is submitted to allow the analysis approach to be developed in more detail prior to asking Dischargers for additional information.
 - The request will include the following:
 - More detailed information describing interest in nutrient credit trading.
 - Rate information and models so the analysis approach can be further developed based on what is available. An Excel template will be provided.
 - Information on Cross-media impacts.
- **Compliance Schedule Milestone #3 (Submit Compliance Plan)**
 - BACWA will distribute a draft RFI in December 2026
 - BACWA will distribute a final RFI in January 2027

- BACWA will ask Dischargers to provide information by February 12, 2027
- Permit Due Date: April 1, 2027 (may be delayed for one year if conditions of footnote [1] in Table 4 of the 2024 Permit are invoked).
- The RFI will request the following information:
 - Description of proposed improvements and implementation schedule with major milestones for compliance pathway.
 - Schedule for design and construction of improvements.
 - If a multi-benefit solution is selected, Discharger must submit a governance plan.
- **Supplemental Information Request #2**
 - BACWA will distribute a draft RFI April 1, 2027
 - BACWA will distribute a final RFI May 1, 2027
 - BACWA will ask Dischargers to provide information by July 1, 2027
 - This request will focus on updating the information received in the first supplemental information request as well as filling any identified gaps.
- **Compliance Schedule Milestone #4 (Submit Design Progress Report):**
 - BACWA will distribute a draft RFI in December 2027
 - BACWA will distribute a final RFI in January 2028
 - BACWA will ask Dischargers to provide information by February 10, 2028
 - Permit Due Date: April 1, 2028 (may be delayed for one year if conditions of footnote [1] in Table 4 of the 2024 Permit are invoked).
 - The RFI will request the following information:
 - Details of capital projects, if applicable, including a description, estimated nutrient removal, evidence of progress to design stage, the percent completion of the design, an updated implementation schedule, estimated capital costs, a financial assessment, and a funding strategy.
- **Supplemental Information Request #3**
 - BACWA will distribute a draft RFI April 1, 2028
 - BACWA will distribute a final RFI May 1, 2028
 - BACWA will ask Dischargers to provide information by July 1, 2028
 - This request will focus on gathering the final planning information used to produce the Regional Planning Study.
 - Updated rate model information.
 - Construction timelines and associated TIN reductions related to projects in the following categories:
 - Projects completed prior to the first Nutrient Watershed Permit.

- Projects completed in response to the first or second Nutrient Watershed Permit (Early Actors).
 - Projects completed in response to the 2024 Permit.
 - Projects that are in-progress.
 - Projects that have been proposed.
 - Projects that are being considered but have not been proposed for implementation.
- Capital, operations, and maintenance costs associated with the projects described above. An Excel template will be included. The template will ask for a breakdown of costs by year, project, and category and will extend from the first year a Discharger had costs for nutrient related projects through 2059 (a 30-year planning horizon starting from the year the Final Report is due).
- Detailed descriptions of the projects described above.
- Estimated number and timing of projects requiring air permits.
- **Data Update and Confirmation Request:**
 - BACWA will distribute a request for review and confirmation in December 2028
 - BACWA will ask Dischargers to provide information by January 31, 2029
 - This request will provide the Dischargers with the opportunity to review and confirm the data used for the Regional Planning Study and to provide any needed updates.
- **Compliance Schedule Milestone #5 (Submit Design Progress Report and Compliance Update)**
 - BACWA will distribute a draft RFI in December 2028
 - BACWA will distribute a final RFI in January 2029
 - BACWA will ask Dischargers to provide information by February 9, 2029
 - Permit Due Date: April 1, 2029 (may be delayed for one year if conditions of footnote [1] in Table 4 of the 2024 Permit are invoked).
 - The RFI will request the following information:
 - Summary of progress toward meeting final effluent limits.
 - Status update regarding implementation of compliance pathway.
 - Status update on progress of capital projects, including the percent completion of design, the status of contract documents, and an updated implementation schedule.

2.3.5 Task 5: Compliance and Construction Timelines

Using information provided by the Dischargers, the consultant team will produce a construction phasing timeline that includes completed, in-progress, proposed, and conceptual capital improvements projects. The information needed to complete this task will be collected from the

Dischargers through the RFIs detailed in Section 2.3.4. The resolution of the timelines will be yearly. The information that is collected throughout the project will be subject to review and revision by the Dischargers prior to submission of the Final Report, and Dischargers will be presented with opportunities to revise their information. The construction phasing timeline will include 1) an analysis of the anticipated reductions in aggregate TIN load both baywide and by subembayment and 2) a comparison to the load reductions required by the 2024 Permit. This task will also include an analysis of the possibility of schedule delays due to external and internal factors (may include analysis of recently observed delays for nutrient-related capital improvements projects in the Bay Area if the information is made available). For example, all projects will need permits from the Bay Area Air District (Air District), which has limited capacity to issue new permits. To mitigate this concern, the Regional Planning Study will include anticipated new permits so that the Air District can allocate resources appropriately. The Dischargers' ability to finance new capital improvements may also lead to delays.

Subtask 5.1: Potential Alternative Compliance Timelines

This task includes an analysis of the effects of extended compliance timelines, annual variability, and population growth on discharge loads and compliance. Additionally, the synergy between extended compliance timelines and nutrient trading will be explored. For example, there could be a benefit to smaller dischargers if extended timelines are approved for larger projects that go below the effluent TIN limit and thus have potential TIN credits available for trading. The information needed to complete this task will be collected from the Dischargers through the RFIs detailed in Section 2.3.4.

2.3.6 Task 6: Potential Projects for Additional Load Reductions

Permit Provision 6.3.3 requires the identification of nutrient reduction projects (with a focus on recycled water and nature-based solution projects) with the potential to reduce the baywide total inorganic nitrogen load to below 22,000 kg/d and below 17,600 kg/d (50% and 60% reduction from 2022 total inorganic nitrogen load). As part of the RFIs (Section 2.3.4), the Dischargers will be asked if they are considering such projects. The consultant team will use the load projection information compiled for Task 5 to determine the magnitude of additional load reductions that would be required to meet the 50% and 60% reductions. The consultant team will work with a subset of larger dischargers (≥ 10 MGD) to identify additional recycled water and nature-based opportunities to further reduce the regional TIN load.

2.3.7 Task 7: Capital, Operations, and Maintenance Costs

While the 2024 Permit only requires analysis of proposed projects (as of the Final Report submission deadline), the consultant team will aggregate the estimated capital, operations, and maintenance costs associated with all projects that have significantly reduced nitrogen discharges to San Francisco Bay. These costs may be associated with a variety of projects, including:

- Projects completed prior to the first Nutrient Watershed Permit.
- Projects completed in response to the first or second Nutrient Watershed Permit (Early Actors).
- Projects completed in response to the 2024 Permit.
- Projects that are in-progress.

- Projects that have been proposed.
- Projects that are being considered but have not been proposed for implementation.

The operations and maintenance costs will include energy, chemicals, and labor (if available). The information needed to complete this task will be collected from the Dischargers through the RFIs detailed in Section 2.3.4. The request will include a template Excel workbook for Dischargers to complete. The template will include annual estimates of costs for each project for all categories of costs (i.e., capital, operations, and maintenance costs). Along with cost information, the classification of the costs (as per the American Association of Cost Engineers Recommended Practice No. 17R-97) will also be requested, which will inform the lower and upper bounds on the cost estimate. In addition to constructing a timeline of costs for each Discharger and for the region in aggregate, the lifecycle costs will be evaluated using a net present value method that accounts for the time value of money.

The results of this analysis will be presented in a way that is complementary to the construction and compliance timelines (see Section 2.3.5). A cost schedule will be created that coordinates with the construction and compliance timelines to clarify when projects will bid. The chart will be similar to a Gantt chart that depicts the cost schedule for each project.

Costs will not be separated within projects to isolate costs limited to nutrient elements. For example, the cost of a new electrical upgrade would be included if required for nutrient reduction upgrades. These additional improvements will be listed to support an understanding of the co-benefits realized through nutrient reduction project. This task will also include a discussion of any potential adverse impacts at the plant and associated costs, such as staffing requirements, use of space within existing plant footprints, or significant new maintenance requirements.

2.3.8 Task 8: Financing Alternatives and Community Rate Impacts

This task will include a market assessment of financing options available to Dischargers and present options with their associated advantages and disadvantages. A general financial plan for each agency will be produced based on industry standard approaches (WEF MOP No. 27). For Dischargers that are unable to provide the needed information, general industry standard revenues and expenses for each agency will be assumed. The consultant team will estimate ratepayer impacts (e.g., additional \$/year, percent increase per account, and affordability impacts on the lowest quintile of earners) based on Discharger-provided rate structures and anticipated costs for both future and on-going projects. Where Dischargers are unable to provide information, industry standards will be assumed. The information needed to complete this task will be collected from the Dischargers through the RFIs detailed in Section 2.3.4. The consultant team will evaluate the information provided by the Dischargers to ensure the comparison of rates and costs between Dischargers is valid and consistent.

This task includes a workshop with Discharger finance representatives to understand the ability of agencies to provide financial information, and to ensure the consultant team is sensitive to agency legal constraints related to rate projections. The scope of this task may be modified if legal barriers prevent the collection of adequate information. The workshop will also include a discussion with Discharger finance representatives about options for ratepayer affordability metrics.

2.3.9 Task 9: Strategies to Reduce Regional Cost

Coordinating the regional upgrades may have significant benefits for Dischargers and their ratepayers. This task will include an evaluation of potential opportunities to reduce regional costs; for example, economies of scale, nutrient trading, and the impact of construction timelines, and extended deadlines. This task will also include an analysis to estimate the sensitivity of costs to economic conditions and project completion schedules. The conditions evaluated in the sensitivity analysis will include the following:

- Interest rates and availability of favorable financing terms
- Project completion schedules (i.e., moving faster to comply within 10 years as required by the 2024 Permit versus 15 years)

This task includes one workshop for Dischargers to discuss specific strategies to reduce costs.

2.3.10 Task 10: Cross-Media Impacts

This task includes an evaluation of the cross-media impacts of the proposed upgrades. The cross-media impacts are focused on energy and chemical consumption, air pollutants, and biosolids. One workshop with Dischargers and a panel of experts will be held to assess the cross-media impacts of planned upgrades. This workshop will be held after 2027 (see Appendix A) to provide time for Dischargers to develop their plans.

Subtask 10.1: Energy and Chemical Consumption

A general assessment of the anticipated increase in energy and chemicals will be performed. Energy and chemical consumption are being used as surrogates for greenhouse gas emissions since the carbon intensity of the State's electrical grid is expected to change over the next decade. Benefits associated with nature-based solutions and water supply improvements may also be evaluated if sufficient information is available.

Subtask 10.2: Air Pollutants

An evaluation of the potential for increases (or decreases) in air pollutants will be performed. Volatile organic compounds may also be evaluated. Because the data are generally limited, this analysis may be based on industry standard assumptions.

Subtask 10.3: Biosolids

Biosolids production associated with biological growth is different for treatment facilities that provide nutrient removal compared to those that provide up to secondary treatment. For example, a treatment facility that increases its solids retention time (SRT) to enable ammonia/TIN load reduction will experience a reduction in biosolids yield (i.e., mass of biosolids produced per unit mass of organic matter removed). Furthermore, the biosolids produced in processes with longer SRTs have a lower energy density, which results in reduced biogas production. There are several other parameters of interest related to biosolids that will be included, such as the impact on the levels of contaminants of emerging concern. For this task, the consultant team will prepare a tabular summary of the regional impact of nutrient load reduction projects on biosolids operations. The following is a preliminary list of parameters that will be considered in the table:

- Biosolids yield
- Biogas production
- Impact on co-digestion
- Unit energy demand of biosolids processing
- Unit chemical demand of downstream biosolids handling
- Biosolids dewatering

2.3.11 Task 11: Nutrient Credit Trading

The consultant team will evaluate the Dischargers' interest in trading nutrient credits, including which may have credits to sell and which may need to buy credits. The consultant team will produce a schedule of anticipated credit availability and needs and provide a preliminary estimate of the effect of anticipated population growth as per the projections published by Association of Bay Area Governments and/or projections provided by the Dischargers. The information needed to complete this task will be collected from the Dischargers through the RFIs detailed in Section 2.3.4.

This task includes several deeper analyses of the potential for a nutrient credit trading program. These analyses will be completed by a subconsultant and will include the following:

- Define and contextualize the various forms of nutrient trading (e.g., between agencies, a centralized bank, etc.).
- Establish the viability/long term sustainability/role of nutrient credit trading among the Dischargers.
- Evaluate baywide and subembayment trading allowances that are supported by the best available science.
- Identify entities suitable for managing the trading of credits among Dischargers.
- Provide recommendation(s) for how best to proceed.

Key details that the consultant team will consider when completing this analysis include: 1) dischargers planning to reduce their TIN effluent load below the minimum required by the 2024 Permit (i.e., projects that would help reduce the aggregate TIN load below 22,000 kg/L and 17,600 kg/d), as this will directly influence the availability of nutrient credits, 2) uncertainty and variability in annual nutrient loads and the effect on availability of nutrient credits, 3) the viability of nutrient credit trading in the event that the aggregate effluent TIN limits are reduced to 22,000 kg/d or 17,600 kg/d, 4) potential scenarios in which credits that a Discharger relies upon for compliance are not available due to unforeseen conditions (e.g., unexpectedly high population growth that leads to higher than expected influent loads), 5) the rules of trading in the event that compliance timelines are extended for some but not all Dischargers.

This task includes up to two workshops with the Dischargers and the consultant team to discuss a potential trading framework (see Appendix A). An initial workshop with the consultant team may be held if there is sufficient interest from the Dischargers. Once the subconsultant's work is substantially

complete, a workshop with the Dischargers and the subconsultant team will be held. The sub-consultant's report will be summarized in the Final Report and included as an appendix (Figure 4).

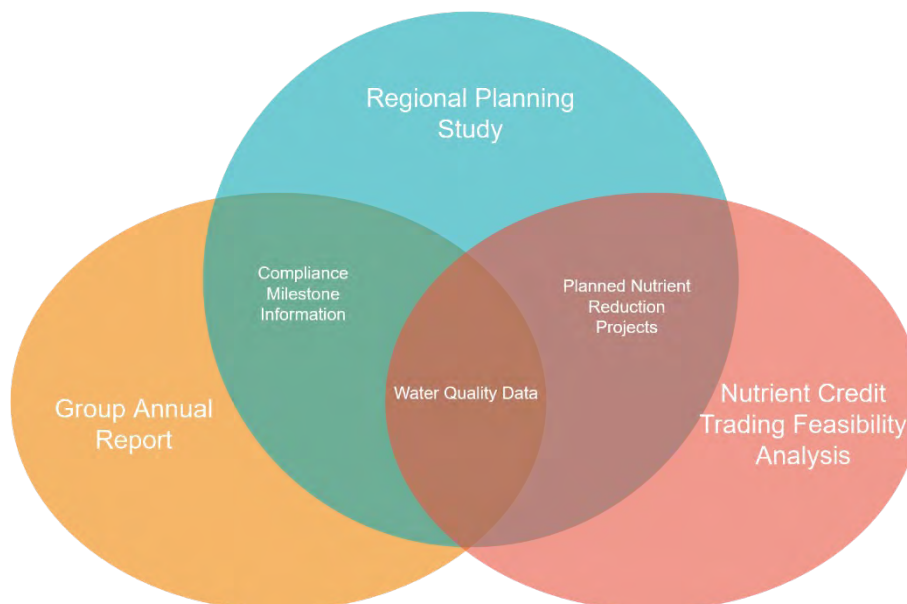


Figure 4. Venn Diagram Illustrating the Overlap Between the Regional Planning Study and Other Anticipated BACWA Reports

2.3.12 Task 12: Member Information Sharing

As part of Compliance Schedule Milestone RFIs, BACWA will facilitate the creation of working groups devoted to sharing information on innovative technologies, multi-benefit solutions, and pilot studies (e.g., Central San's MABR pilot). Such groups could improve communication between Dischargers and encourage collaboration and information sharing in a way that may lead to increased willingness to explore multi-benefit solutions and innovative technologies. This task includes up to two workshops for Dischargers to discuss plans for multi-benefit projects and deploying innovative technologies.

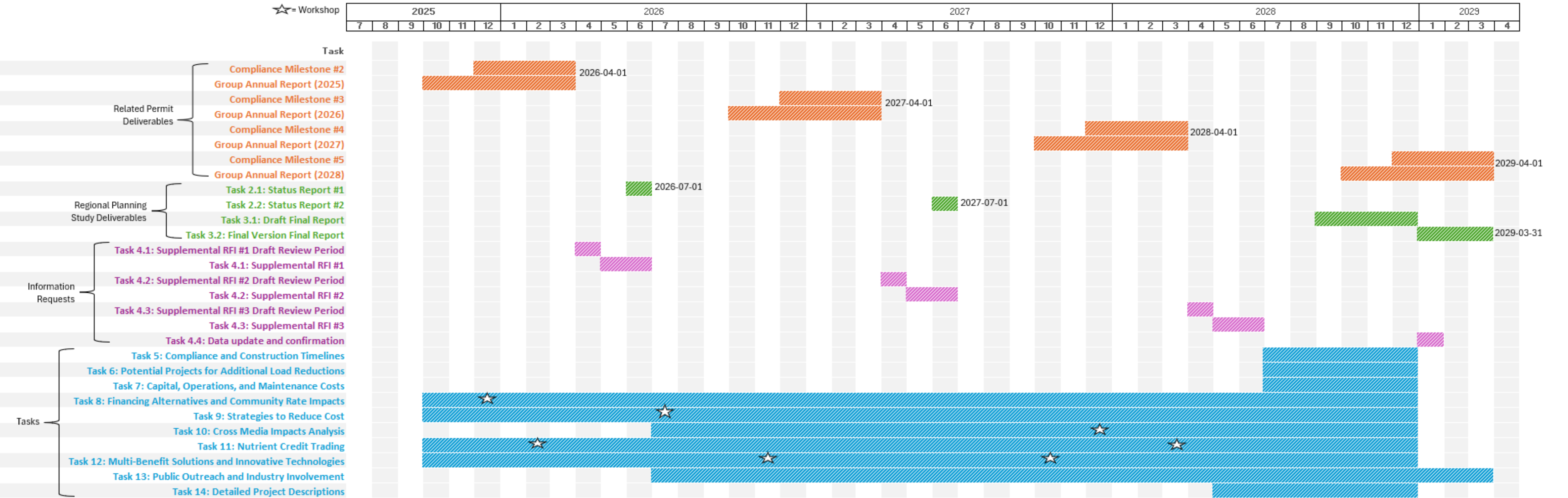
2.3.13 Task 13: Public Outreach and Industry Involvement

This task includes the production of educational outreach materials regarding the nutrient reduction efforts. One goal is to educate the public, another is to inform regional advocacy groups that may be able to influence and improve the availability of funding. Another part of this task is to improve the construction industry's awareness of the forthcoming projects. Due to the regional scale of the required upgrades, resource constraints in the consulting and construction industry may limit progress, delay compliance, and inflate costs. The hope is that industry resources will be relocated to the Bay Area in anticipation of the impending significant increase in workload. Several webinars will be held that will explain the context and scale of the nutrient upgrades that are needed. The webinars will be advertised widely throughout the contracting industry. Additionally, a concise fact sheet with graphics included will be produced and distributed to Dischargers for use with governing bodies and/or ratepayers.

2.3.14 Task 14: Appendix A: Detailed Project Descriptions

Based on the RFIs detailed in Section 2.3.4, detailed descriptions of the completed, in-progress, proposed, and conceptual projects will be compiled for all the participating Dischargers. The descriptions will be complementary to the construction and compliance timeline described in Section 2.3.5.

Appendix A: Schedule of Deliverables and Tasks



Proposed **Scope of Work**

Bay Area Clean Water Agencies Water Quality Trading Feasibility Assessment

June 12, 2025

Background

The Bay Area Clean Water Agencies (BACWA) is a California joint powers agency comprised of the largest wastewater treatment agencies in the San Francisco Bay (the Bay). BACWA's members include the local clean water agencies that provide sanitary sewer services to nine counties across the San Francisco Bay area. In accordance with the Clean Water Act and California state law, the San Francisco Bay Regional Water Quality Control Board (Regional Board) regulates the water quality of discharges from BACWA's members, and others. The Regional Board has issued a Nutrient Watershed Permit (Permit) to address nutrients in the San Francisco Bay that are believed to contribute to harmful algal blooms.

In July 2024, the Regional Board adopted the third iteration of the Permit. This Permit applies to each municipal wastewater utility that discharges to San Francisco Bay and its subembayments and will remain in effect through September 2029. Unlike the prior iterations, the current Permit includes enforceable numeric discharge limits for nitrogen in addition to other monitoring, investigation, and reporting requirements. The Permit establishes compliance schedules with interim and final effluent limits; the final effluent limit requires an aggregate 40% reduction of nutrient loading from 2022 levels within a 10-year period, while maintaining current performance in the interim. Compliance with the final nutrient load limit is determined in the aggregate, with the dischargers' individual mass load limits being used to measure compliance only if the aggregate limit is exceeded. The cost to achieve these load reductions will be significant—a 2018 report from BACWA estimated the regionwide cost at \$11 billion, escalated to 2023 dollars.

In 2016, the East Bay Municipal Utility District, a BACWA member, retained the Freshwater Trust (TFT) to investigate the potential for a nutrient trading program for the San Francisco Bay. A water quality trading (WQT) program would facilitate the buying and selling of discharge allocations (i.e., credits) between the regulated clean water agencies in the Bay (point-to-point source trading) and potentially the creation of credits from nonpoint source projects that reduce nutrient loading (nonpoint-to-point source trading). TFT submitted the final WQT report in 2017. Titled *Point-to-Point Source Water Quality Trading for Nutrients in the San Francisco Bay: Assessing the Viability & Mechanics of a Nutrient Credit Trading Program*, the report provided a summary of WQT basics, identified challenges and opportunities for WQT in the Bay, proposed components of a conceptual WQT program, and explored the inclusion of nonpoint source reductions. However, the report identified numeric discharge limits as a necessary precondition, so a WQT program could not be pursued until such limits were adopted, which occurred in 2024.

Objective

With the issuance of the 2024 Nutrient Watershed Permit, which includes compliance schedules with interim and final numeric effluent limits, BACWA would like to retain TFT to revisit the findings of the 2017 report, evaluate the feasibility of a WQT program, and define a number of conceptual program design options and considerations that would underpin the development and deployment of such a program in practice. The objective of this SOW is to identify the characteristics of a conceptual WQT program, which will inform the design of a future WQT program and identify the pathway for finalizing and deploying a WQT program as part of a future nutrient watershed permit. To achieve this objective, TFT will conduct outreach to interested BACWA members to: provide information about WQT, document individual circumstances, gauge interest, identify concerns, answer questions, and generally build support for a WQT program. This outreach will also help ensure that the final report is appropriately tailored to the context in the Bay and addresses BACWA members' circumstances. Based on the input gained from the outreach efforts and other investigations, TFT will prepare a final report that summarizes the findings and defines options and considerations to inform the ultimate design of a WQT program that, if deployed, would facilitate trading among the regulated point sources in the Bay.

PROPOSAL

The Freshwater Trust proposes a Scope of Work (SOW) comprised of the following tasks:

Task 1 – Project Management & Kickoff Meeting

TFT will hold an initial meeting with BACWA following the execution of this SOW to discuss project goals, assumptions, and expectations. Throughout the duration of this SOW, TFT will organize and manage the consulting team, oversee the project, and coordinate with BACWA staff. TFT, its partners, and BACWA staff will meet during project duration at a minimum once per month, including to review the SOW, budget, schedule, and deliverables. TFT shall prepare monthly invoices that cover:

- Work Completed during the month by work task
- Needs for additional information or review from BACWA or its members
- Any scope, schedule, or budget issues and changes

Task 1 Deliverables & Deadlines:

1. Arrange kickoff meeting with BACWA staff.
Kickoff within four weeks of contract execution (expected August 2025).
2. Prepare and submit monthly invoices.
Task ongoing for duration of Scope of Work.

Task 1 Estimated Cost: \$6,948

Task 2 – Outreach to BACWA Members, Experts & Stakeholders

To build support for a conceptual WQT program, it will be necessary to engage in strategic and clear outreach to BACWA members and other core stakeholders. This effort will focus on meeting with BACWA members to provide them information about WQT as well as to better understand their individual circumstances, their interest in trading, and their questions and concerns. The insight gained from this outreach will enable TFT and BACWA to tailor the other deliverables for BACWA members and lay the

foundation for the eventual development of a WQT framework that, with regulatory approval, would facilitate a functional trading program among dischargers in the Bay. As part of the outreach efforts, relevant TFT staff will participate in meetings with BACWA, its members, stakeholders and regulators, and will provide a final presentation on the results of this SOW to interested parties as directed by BACWA. As part of the outreach efforts, TFT will:

- Work with BACWA to develop outreach materials (e.g., presentations, one-page WQT summary, template questions for meetings) and coordinate communication among the project team and stakeholders
- Participate in up to 10 meetings with BACWA members, regulators, and/or other stakeholders, and document the results of this outreach
- Support BACWA in its investigation and potential pursuit of WQT by participating, assisting, and engaging in outreach efforts and other meetings, as requested by BACWA, to the extent feasible
- Present the findings of this SOW to the Water Board at meeting coordinated by BACWA staff

Task 2 Deliverables & Deadlines:

1. Provide outreach support and services as requested by BACWA, including but not limited to preparing outreach materials, and participating in stakeholder discussions and meetings.

Task ongoing for duration of Scope of Work.

2. Prepare a written summary of input received from BACWA members and other stakeholders during the outreach meetings.

Summary to be included in the Final Report due by December 31, 2025.

Task 2 Estimated Cost: \$21,622

Task 3 – Initial Technical Analysis & Data Gap Investigation

TFT will coordinate with BACWA and its project partners, particularly HDR, Inc., to explore what existing tools, data, and partners could support the development of a robust trading framework that optimizes investment between facilities across the Bay. With the support of the project partners, TFT will gather data for a preliminary evaluation of the potential supply and demand for nutrient credits among BACWA members, with consideration of likely geographic constraints (i.e., subembayments). Additional input will be requested from San Francisco Estuary Institute, regarding ecological tools and approaches that could inform trading. It is expected that one or more areas of uncertainty will be defined. TFT will attempt to weigh or bound these areas, and define potential approaches to resolve these considerations. TFT will strive to identify any potential data gaps and scientific analyses that would be necessary to resolve as a precondition to building a functional WQT program.

Task 3 Deliverables & Deadlines:

1. Prepare a synopsis of the technical findings, and any data gaps identified. This synopsis will be incorporated into the final report prepared as part of Task 4.

Technical analysis to be completed by October 31, 2025.

Task 3 Estimated Cost: \$25,036

Task 4 – Evaluate Water Quality Trading Compliance Program for Nutrients

Based on the findings of Tasks 2 and 3, and TFT’s 2017 report, TFT will analyze the potential options, roadblocks, and other considerations for deploying a WQT program to facilitate trading among the regulated point sources in the Bay. TFT will evaluate the possible program characteristics and designs that are anticipated to meet the specific stakeholder needs expressed in Task 3 and address the considerations necessary to make a program technically credible, legally durable, and socially acceptable for utilities, agencies, and stakeholders in the Bay. This will include an analysis of the programmatic market considerations (e.g., pricing, transaction structure, etc.) that must be addressed in order for a WQT program to operate effectively.

As part of this evaluation, TFT will research any considerations relevant to the preferences expressed by stakeholders and review existing precedents, regulatory directives, and other pertinent guidance to identify potential constraints and develop a proposed strategy to navigate such constraints. The proposed strategy will address the compliance schedules and other temporal considerations, the need for a transactional structure that balances flexibility and long-term certainty, potential mechanisms for credit price discovery, and the mechanics of a functional program. While this evaluation will be primarily focused on point source trading, TFT will include some discussion on the potential to expand a trading program to include nonpoint source activities. The results of this evaluation will be documented in a written report delivered to BACWA.

Task 4 Deliverables & Deadlines:

1. TFT will deliver a written report on the key points and considerations of a WQT program for nutrient compliance within the Bay. This report will include a proposed structure for a nutrient trading program that will facilitate trading among the dischargers in the Bay.

Final report due by December 31, 2025.

Task 4 Estimated Cost: \$33,854

Task 5 – Propose Next Steps for Pursuing a Watershed-Based Compliance Program

Based on the Task 4 deliverable and any input received from BACWA, TFT will develop a set of proposed next steps, tasks, deliverables, and timelines to pursue a WQT program. TFT will design this proposal to resolve any outstanding questions (e.g., funding and operational constraints) and build support for a WQT program among stakeholders and regulators in order to develop a proposed program structure. After incorporating input from interested parties and regulators, this structure, a WQT Framework, could then be incorporated into the next iteration of the Permit.

Task 5 Deliverables & Deadlines:

1. TFT will deliver a proposed SOW of work for developing and operating a WQT Program that, with regulatory approval, is intended to enable dischargers in the Bay to engage in nutrient credit trading.

Final proposed scope of work due by December 31, 2025.

Task 5 Estimated Cost: \$2,976

SCHEDULE

TFT shall begin performance following the approval of this SOW, anticipated to occur in August 2025. TFT will complete all services no later than December 31, 2025.

	August	September	October	November	December
Task 1: Project Management & Kickoff					
Task 2: Outreach Support					
Task 3: Initial Technical Analysis					
Task 4: Evaluate WQT Program					
Task 5: Propose Next Steps					

Total Estimated Cost: \$88,459.00

Who to contact for next steps:

The Freshwater Trust appreciates BACWA's interest and review. Please direct questions, comments, and proposed additions to:

Erik Ringelberg
Regional Vice President, California
Erik@thefreshwatertrust.org

Chris Thomas
Senior Attorney & Policy Specialist
cthomas@thefreshwatertrust.org



Draft NMS Management Questions for 2025-2029, with supporting science questions

- 1. Are the water quality-based effluent limits established in the 2024 Nutrient Watershed Permit protective of beneficial uses?**
 - a. How can the current numerical model be improved to more accurately represent nutrient sources, transport, and transformations, including under current and projected future nutrient loading scenarios?
 - b. What region-specific or topic-specific modeling developments or applications are needed to address critical nutrient management questions related to HAB risk and low dissolved oxygen?

- 2. What is the risk (including potential future spatial and temporal dissolved oxygen impacts and toxicity effects) and potential frequency of future large-scale HAB events in the Bay during the permit compliance schedule and beyond?**
 - a. What factors contributed to the 2022 Heterosigma harmful algal bloom (HAB) event, including mechanisms that led to impacts on fisheries, and why did the 2023 Heterosigma bloom not exhibit similar Bay-wide spread?
 - b. What additional knowledge is required about HAB biology, ecology, and species-specific dynamics to anticipate and mitigate future bloom events?

- 3. What are the status and of key eutrophication and ecosystem health-related indicators and what do the trends tell us?**
 - a. What core nutrient, water quality, and phytoplankton monitoring and assessment activities must be maintained, adjusted, or expanded spatially, temporally, or through the collection of new parameters to address evolving priorities?

- 4. How can non-nutrient management actions including post-bloom control measures, wetland and eelgrass restoration, and salt pond management protect or enhance the resilience of the Bay ecosystem to nutrient-related impairments?**

Investigating phytoplankton community dynamics during the August 2022 *Heterosigma akashiwo* bloom in San Francisco Bay, California

Schuyler Nardelli¹

Co-authors: Keith Bouma-Gregson¹, David Senn², Erica Nejad¹, Emily Richardson¹, and Brian Bergamaschi¹

¹U.S. Geological Survey, California Water Science Center, Biogeochemistry Group

²San Francisco Estuary Institute – Aquatic Science Center

Bay-Delta Science Conference 2024
October 2, 2024

This information is preliminary and is subject to revision. It is being provided to meet the need for timely best science. The information is provided on the condition that neither the U.S. Geological Survey nor the U.S. Government shall be held liable for any damages resulting from the authorized or unauthorized use of the information.

PC: <https://abc7news.com/sf-bay-algae-bloom-san-francisco-toxic-wastewater-treatment-keeper/12240632/>



Harmful algal blooms are an increasing problem across the United States



Stony Brook scientist: Algae blooms, dead zones are new normal in East End waters



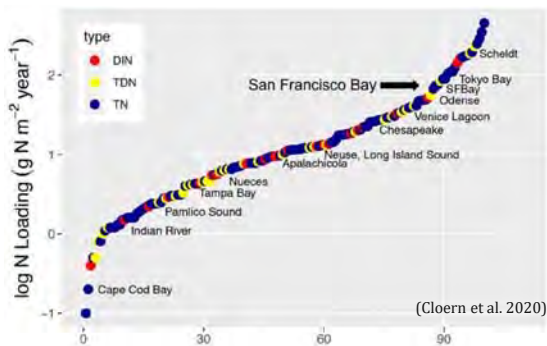
Tiny Plankton, Big Threat To Puget Sound Food Chain



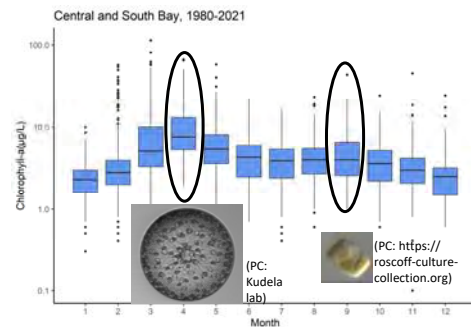
Preliminary Information-Subject to Revision. Not for Citation or Distribution.



San Francisco Bay: a paradox



Light limitation + strong tidal mixing
+ grazing by benthic mollusks
= low productivity estuary despite high
nutrient concentrations



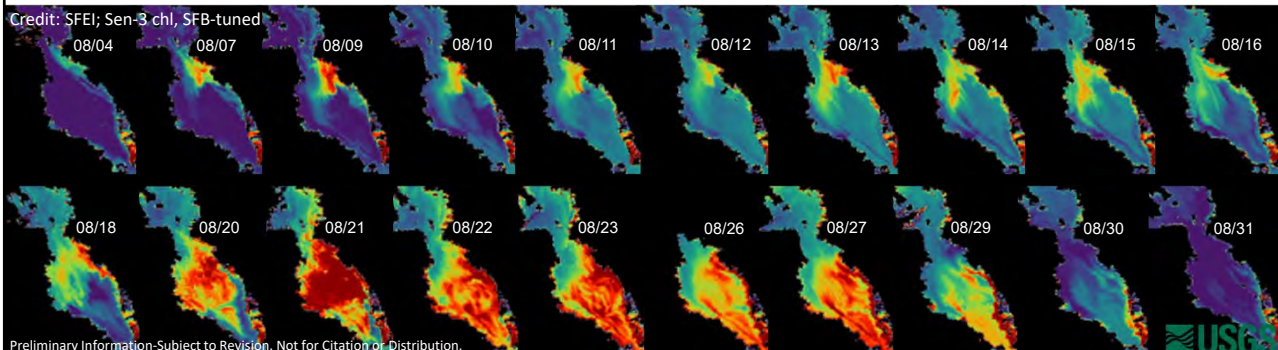
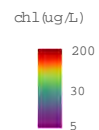
Phytoplankton bloom climatology:
One spring and sometimes one late
summer

Preliminary Information-Subject to Revision. Not for Citation or Distribution.



...and then came the August 2022 *Heterosigma akashiwo* bloom

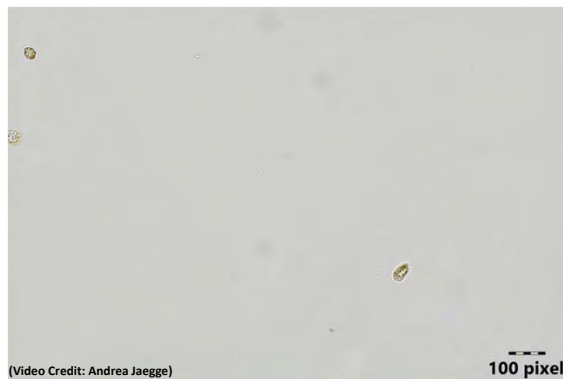
- Record high chlorophyll-*a* concentrations (200-400 $\mu\text{g/L}$) in San Francisco Bay
- Bloom led to widespread low dissolved oxygen and fish mortality
- Heterosigma* bloom emerged in late July 2022 near Alameda, hit its peak Bay-wide in late August, and dissipated by August 31
- Indicator of changing conditions in the Bay, which may lead to increased potential for high-biomass HAB events



Heterosigma akashiwo: Master of Survival

Prominent fish-killing raphidophyte with blooms that last weeks to months

Exhibit high photosynthetic efficiency (up to 20 chloroplasts/cell), rapid nutrient uptake, motility (diel vertical migration), mixotrophic capabilities (osmo- and phagotrophy), cyst formation (e.g., overwintering), and mucus production (Lemley et al. 2022)



Blooms typically occur in late spring/early summer and are driven by freshwater inputs with high nutrients and resulting stratification.

****At least one bloom seen in late summer in Puget Sound, WA (Rensel et al., 2007)***

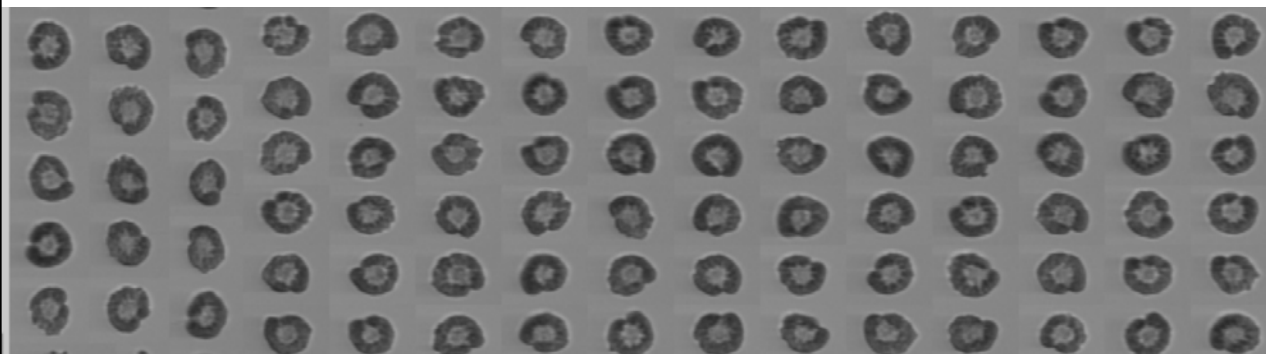
Can withstand a broad range of salinities (10-35 PSU), temperatures (15-33 °C), and light conditions (Allaf 2023)

Preliminary Information-Subject to Revision. Not for Citation or Distribution.



Study Objectives

- Was the summer 2022 protist community anomalous?
- Could changes in the community create opportunity for *Heterosigma* to bloom (e.g., reduction in grazing pressure)?
- What can community data tell us about the decline of the bloom?

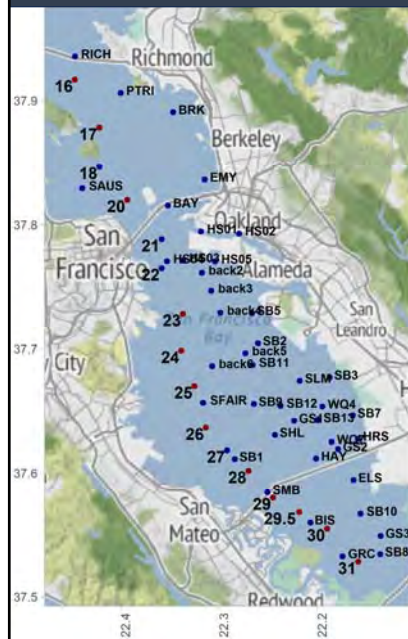


<http://akashiwo.oceandatacenter.ucsc.edu/>

Preliminary Information-Subject to Revision. Not for Citation or Distribution.



Data collection of surface (~1m) samples

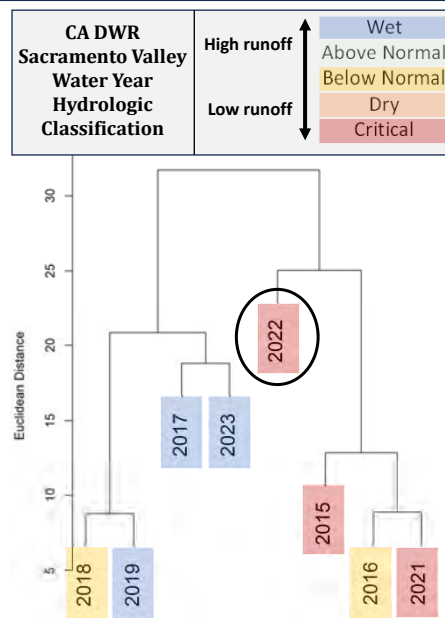
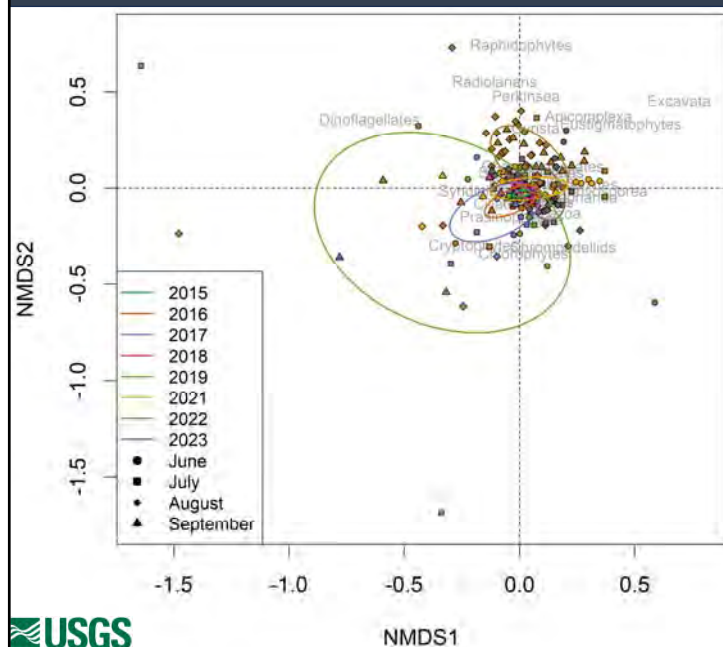


- **Numbered stations** = CTD and discrete samples collected 1-2x per month off the R/V Peterson
 - Temperature, salinity, density, chlorophyll, nutrients, suspended particulate matter, dissolved oxygen, extinction coefficient
- **Other stations** = Discrete samples collected ~monthly + opportunistically off the R/V Aiken
- **Blue stations** = Samples collected for metabarcoding of 18S ribosomal RNA genes
 - The unique DNA sequences of 18S ribosomal RNA can be used for taxonomic classification of eukaryotes
 - 26 protist taxa were identified – the relative abundance of these groupings are portrayed in all taxonomic figures



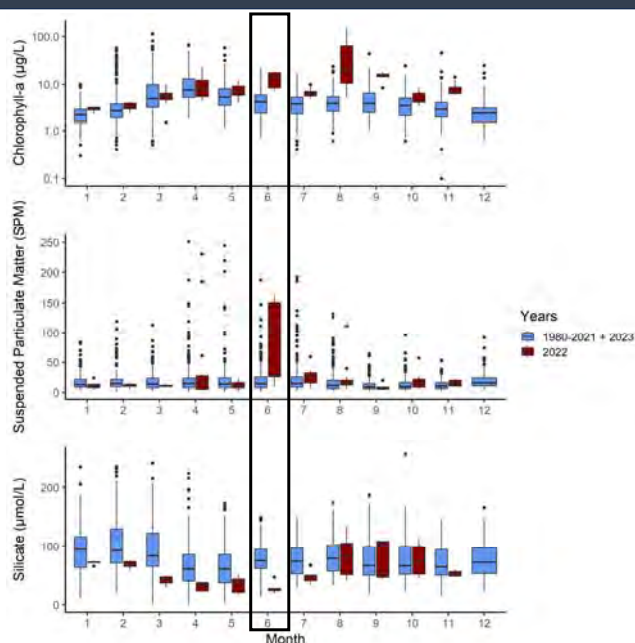
Preliminary Information-Subject to Revision. Not for Citation or Distribution.

Was the summer 2022 protist community anomalous?



Preliminary Information-Subject to Revision. Not for Citation or Distribution.

Events preceding the *Heterosigma akashiwo* bloom

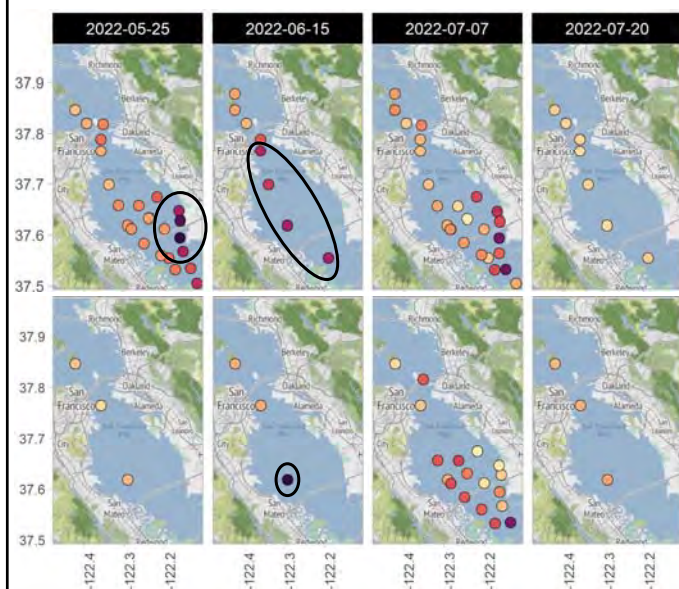


High chlorophyll-*a* and suspended
particulate matter concentrations
+
low silicate concentrations
=
largest diatom bloom recorded in June
during our timeseries (1980-2024)

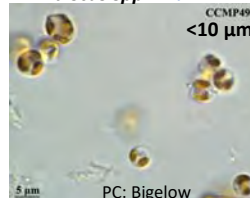
Preliminary Information-Subject to Revision. Not for Citation or Distribution.



June: diatom bloom



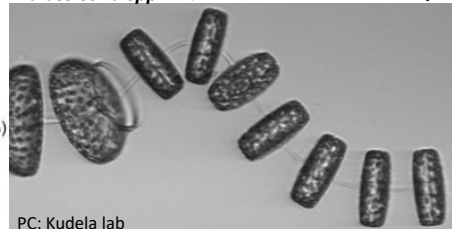
Minidiscus spp: 22%



Actinocyclus spp: 10%



Thalassiosira spp: 12%



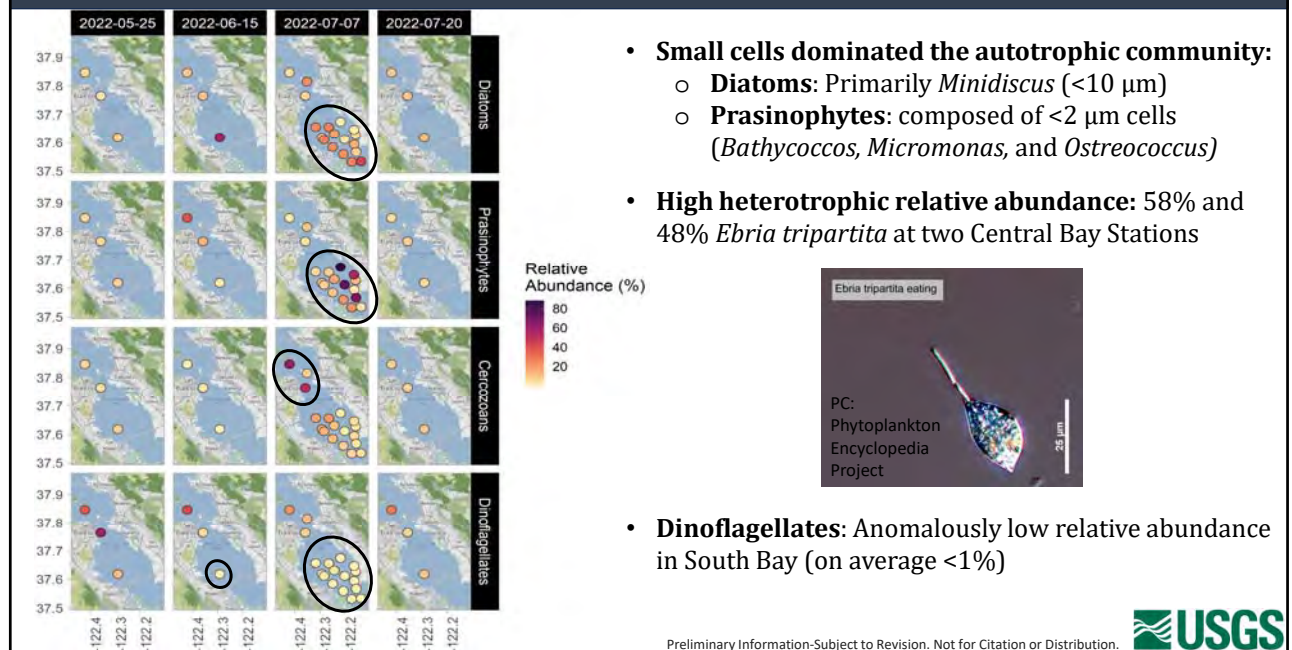
Skeletonema spp: 6%



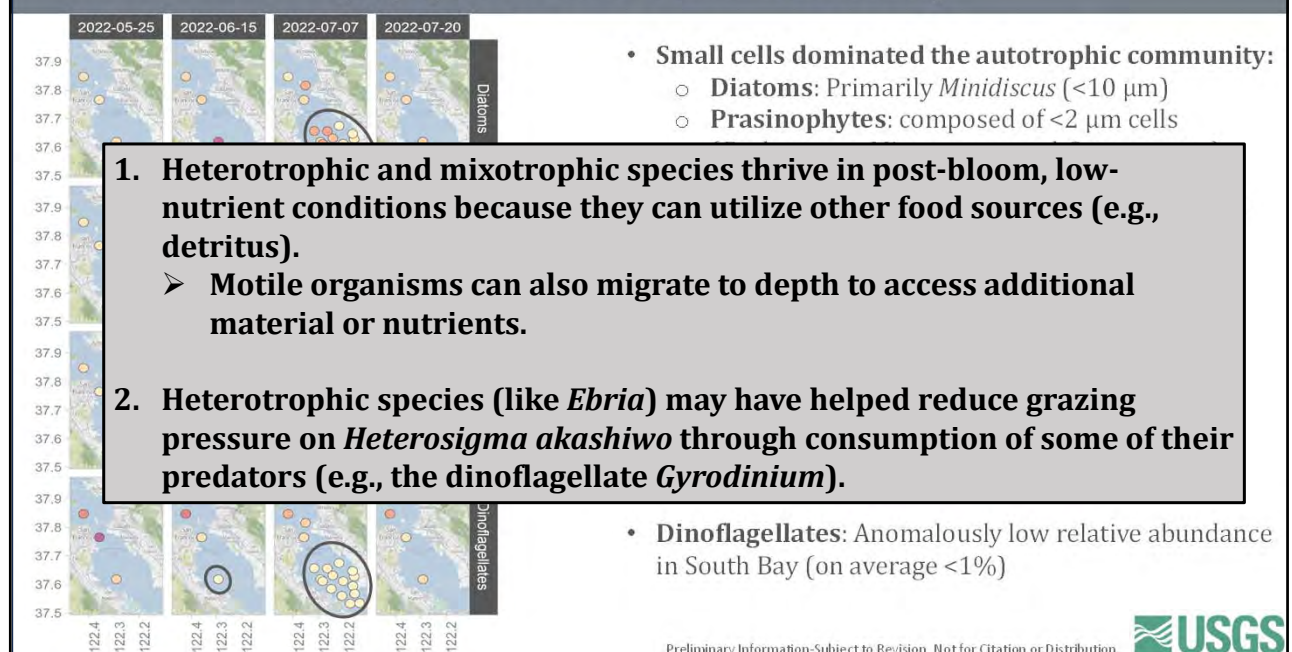
Preliminary Information-Subject to Revision. Not for Citation or Distribution.

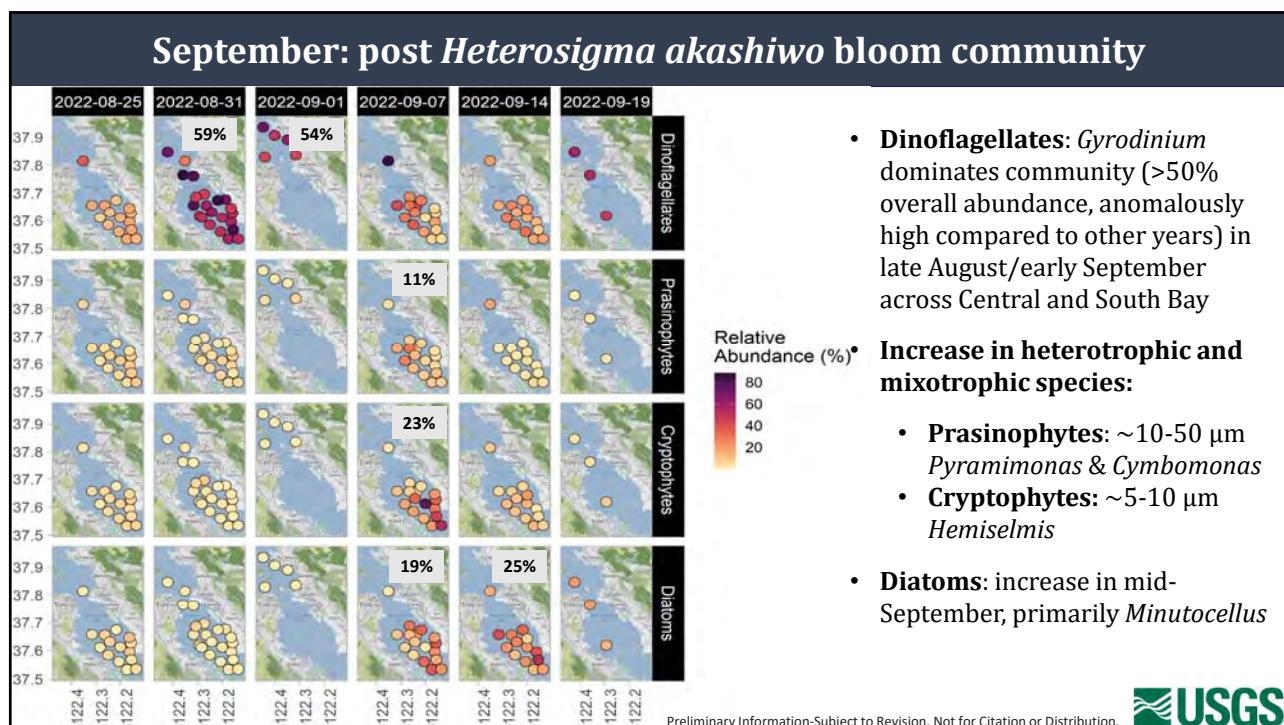
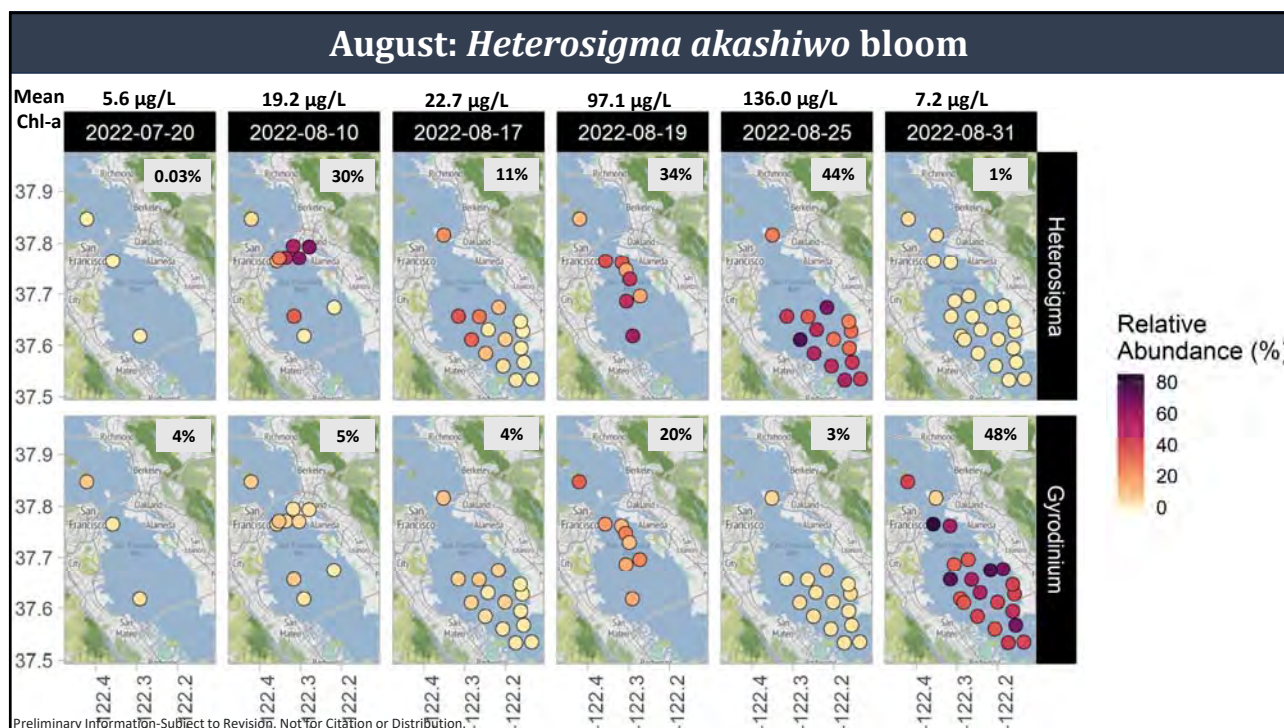


July: post diatom bloom community



July: post diatom bloom community





Conclusions

Bloom progression from a community perspective:

- An unprecedentedly large June diatom bloom led to a largely heterotrophic and small-celled community in July with very few dinoflagellates
- The absence of dinoflagellates, which could include predators of *Heterosigma*, plus optimal environmental conditions (high light and warm temperatures) may have provided an opportunity for *Heterosigma* to proliferate in August
- *Gyrodinium* increased after the collapse of the bloom – it may have helped contribute to the collapse, or may just thrive in post-bloom conditions

Major takeaway:

- Looking at harmful algal bloom events from a community perspective is critical! Not all blooms are driven exclusively by bottom-up controls.

Preliminary Information-Subject to Revision. Not for Citation or Distribution.

PC: <https://coastalscience.noaa.gov/news/puget-sound-harmful-pen-salmon-threatened-harmful-algal-blooms/>



Acknowledgments



- USGS California Water Science Center, Biogeochemistry & Peterson/Menlo Park teams
- USGS Water Mission Area

Contact Info

Schuyler Nardelli
snardelli@usgs.gov

References

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- Lemley et al. (2022) "Managing the seemingly unmanageable: Water quality and phytoplankton dynamics in a heavily urbanised low-inflow estuary." Estuaries Coasts 46:2007–2022
- Zhou et al. (2011) "Phytoplankton growth and microzooplankton grazing in the continental shelf area of northeastern South China Sea after Typhoon Fengshen." Cont. Shelf Res. 31: 1663-1671.

Preliminary Information-Subject to Revision. Not for Citation or Distribution.



June 6, 2025

Mr. Jared Voskuhl
Director of Regulatory Affairs
California Association of Sanitation Agencies (CASA)
925 L Street, Suite 200
Sacramento, CA 95814

RE: Engineering Services Proposal to Support Nutrient Management in California's Central Coast Region

Dear Mr. Voskuhl:

HDR is pleased to present this proposal to provide consulting services related to nutrient management from California's Central Coast Region to the California/Oregon Border. The nutrient management will be focused on nitrogen species, with particular attention to wastewater treatment plants with coastal discharges. Specifically, HDR will support the ongoing efforts by informing stakeholders on key aspects of a strategy, creating and compiling a request for information (RFI) that will focus on the existing treatment facilities/performance, and issuing a nutrient trending report for coastal dischargers similar to what HDR is in the process of submitting on behalf of the California Association of Sanitation Agencies for the Southern California Bight. This nutrient trending report will also include the unit energy demands to treat wastewater (if data is available) and the extent of flows/loads diverted from coastal discharge by recycled water.

Our proposed scope of work and budget is provided below.

Scope of Work

Task 1 – Project Management

HDR will manage the scope of work, schedule, and resources for the project. HDR will coordinate with CASA's project lead as appropriate.

HDR Responsibilities:

- Management of the project, including project coordination, project schedule, and coordination of quality assurance/quality control (QA/QC) activities.
- Prepare regular invoices (invoices will be prepared quarterly).
- Regular communication with CASA's project lead.

Assumptions:

- Project management duration is up to 12 months in 2025 and 2026.

Task 2 – Nutrient Management Support

This technical task is focused on various subtasks as described in the subsections that follow.

Subtask 2.1 – Nutrient Modeling Efforts

This effort is focused on two fundamental pillars: i) HDR to produce a functional ROMS-BEC model as a tool to review the model and ii) develop a list of parameters that the modeling team at Southern California Coastal Water Research Program (SCCWRP) should consider for enhancing the model. The initial effort is focused on obtaining the necessary files from the SCCWRP to perform model simulations. Once the HDR model is constructed, the HDR team will focus on the following initial parameters:

- Model run-time for an individual day
- Required computing time
- Compare/contrast SCCWRP against HDR outputs. If the differences are significant, HDR will engage with SCCWRP to determine next steps.

Once the HDR and SCCWRP outputs are deemed “close enough”, the HDR team will review the parameters and identify modeling parameters that need to be refined, modify, and/or added/removed from the model. Furthermore, the HDR team will include a list of scenarios to be considered on future modeling simulations (up to 12 in total). It is anticipated that the simulations will consider duration, simulations that consider planned upgrades that are included in the Southern California Bight Report, etc.

Deliverables:

- Brief technical memorandum (up to 2 pages) that describes the steps associated with producing the model on HDR CPU's. It will include screen captures of input/output results and model duration.
- Technical memorandum (up to 10 pages) that compares/contrasts the modeling outputs from HDR and SCCWRP modeling runs, a list of which variables were modified to reach consensus between the two outputs, a list of which variables SCCWRP should consider on modeling runs, and a list of future modeling scenarios to consider by SCCWRP (includes modeling duration).

Assumptions:

- A portion of this work has already been performed by HDR.

Subtask 2.2 – Fact Finding for Coastal Dischargers

This subtask is included as a means to develop baseline information with respect to existing facilities, annual energy/chemical demands, recycled water volumes (if additional information

beyond GeoTracker is required), and historical plant performance data for liquid stream unit processes from raw influent through discharge on data that is available (for example: flow, nutrient speciation, carbonaceous biochemical oxygen demand [cBOD], total suspended solids [TSS], temperature, alkalinity). The historical plant performance data will be used in conjunction with publicly available California Integrated Water Quality System (CIWQS) data for Subtask 2.2 (specifically influent/effluent data).

HDR will use the previously developed template from the Southern California Bight RFI efforts to capture the aforementioned desired items. The RFI will be disseminated by CASA to the coastal dischargers from the Central Coast to the California/Oregon border (up to 16 member agencies).

The coastal dischargers will populate the RFI and return it directly to HDR. HDR will subsequently compile the findings into a master workbook that facilitates the means to share information about individual dischargers, as well as groupings (e.g., geographic region) identified by CASA.

Besides the coastal dischargers, CASA staff will compile data from riverine dischargers for the Central and Northern Coasts and share this information with HDR. This information will be incorporated into the overall nitrogen loads to the Pacific Ocean.

Deliverables:

- Final RFI shared electronically with CASA via email.
- Compiled RFI responses in a Master Workbook, plus up to six tables/plots that capture facilities, cost (energy/chemicals), and a comparison against industry textbook values (for perspective) shared electronically with CASA via email.

Assumptions:

- CASA will disseminate the final RFI to the coastal dischargers of interest.
- Up to 16 coastal dischargers.
- CASA will compile and share with HDR the riverine dischargers to the Central and Northern Coasts of California.
- HDR will compile the RFI's and provide the master workbook to HDR.
- HDR will lead up to three virtual meetings in the event that the various ocean dischargers have any questions related to populating the RFI (each meeting will last up to one hour in length). Up to three HDR team members will attend each meeting.

Subtask 2.3 – Nutrient Trending Report

A key feature of the Bay Area nutrient management strategy has been reviewing influent, discharge, and more recently recycled water flows and loads annually. Such a report provides a perspective on nutrient removal across the plant, discharge contributions to nutrient loads, and the role of recycled water.

The data to perform this subtask will be included as part of the RFI in Subtask 2.2 (emphasis on influent, discharge, and recycled water data). The “year” will align with the State of California “water year” dates (October 1 through September 30). The parameters of interest will be daily average flow and, at a minimum, monthly composite concentration values for various nutrient parameters. In the event that such information is not available, HDR will rely on industry accepted assumptions in lieu of actual data.

HDR will compile such findings and produce a report similar to the report provided to the Southern California Bight Coastal Dischargers. It will include the following key sections:

1. Introduction
2. Background
3. Methods
4. Results:
 - Influent
 - Discharge
 - Recycled Water
5. Summary and Discussion
6. Appendices: individual write-up per coastal discharger (requires agency review and final sign-off via email). NOTE: CASA will facilitate receiving agency sign-offs.

HDR will provide a draft and final report for review by CASA. HDR will submit a draft report via email. CASA and the dischargers will have up to three weeks to review the draft report. HDR will lead a virtual review meeting of the draft report with a duration of up to one hour. HDR will submit the final report two weeks after the review meeting.

Deliverables:

- HDR will deliver the draft and final report to CASA in PDF format via email.
- HDR will issue both the final report, as well as a comment and response log, with responses to all comments prepared by CASA.

Assumptions:

- CASA will compile all comments from the draft report in a Microsoft Excel workbook and share this with HDR via email.
- CASA will obtain agency approvals for their appendix.
- HDR will work directly with each coastal discharger on the draft/final appendix specific to their facility. Each facility will sign off on their appendix via email (facilitated by CASA).
- CASA and the coastal dischargers will have up to three weeks to review the draft report.

Subtask 2.4 – Attend Meetings on CASA’s Behalf

HDR has allocated budget for attending meetings on CASA’s behalf that translates to upwards of \$8,500. An example meeting could be presenting on the California Statewide coastal dischargers at SCCWRP Commission’s Technical Advisory Group (CTAG) meetings. These funds would be used as needed with guidance from CASA to attend on their behalf.

Compensation

We propose to perform the scope of work described for a lump sum amount of \$117,449 for Tasks 1 and 2.

Task 1 – Project Management:	\$10,320
<u>Task 2 – Analysis:</u>	<u>\$107,129</u>
Total	\$117,449

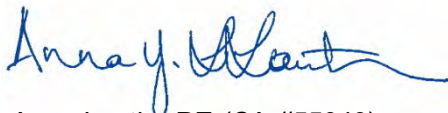
The work will be billed on a lump sum basis.

Schedule

HDR assumes the work described for Tasks 1 and 2 will be performed over six-months from mid-June 2025 through mid-June 2026. Note that completion of Subtask 2.3 is dependent on the nutrient data being collected and available.

Thank you for the opportunity to present this proposal. We very much value our ongoing relationship with CASA and we look forward to supporting you into the future. Please let us know if you have any questions or require additional information.

Sincerely,
HDR ENGINEERING, INC.



Anan Lantin, PE (CA #55043)
Vice President



Michael W. Falk, PhD, PE (CA #C-77787)
Senior Project Manager

MWF:pk/25-0420772



BAY AREA
AIR QUALITY
MANAGEMENT
DISTRICT

AGENDA: 7

Proposed Facility Funded Engineering Program Manager Positions

**Finance and Administration Committee
February 26, 2025**

**Meredith Bauer
Deputy Executive Officer of Engineering and
Compliance**

mbauer@baaqmd.gov

Presentation Outcome

- The Finance and Administration Committee will receive a presentation on the proposed creation of Engineering Program Manager (EPM) positions to manage complex permit applications.

Presentation Outline

- Background
- Overview of proposed Engineering Program Manager positions and approach to launch this program
- Strategic Plan alignment
- Role of Engineering Program Managers
- Benefits of Engineering Program Managers
- Next steps

Requested Action

- None; informational only.

Background

- Each year the Air District receives roughly 1000 new permit applications
- Routine Permits
 - Most new permit applications are for standard equipment with known operating parameters and emission factors
 - Examples: coating operations, boilers, back-up generators
- Complex Permits
 - Sources/projects that require additional information, analyses, coordination, research, and/or policy evaluation

Background: Complex Permit Applications

Causes

- Emission factors that are not: known, verified, repeatable, and/or applicable to specific source
- Non-standard operations or equipment (e.g., new technology, novel uses of existing technology, uncertain locations or times of use)
- A project that affects processes in upstream and/or downstream units
- A project that is subject to mid-permit changes
- Challenging compliance requirements
- Stakeholder interest (e.g., community concerns)

Common Facilities

- Refineries – petroleum and renewable fuel
- Public works such as POTWs, landfills, compost facilities
- Innovative technologies
- Large manufacturing facilities
- High-profile facilities, especially in EJ communities

Overview of Proposed EPM Positions and Approach

Need Engineering Division positions to:

- Work with applicants with complex permit applications prior to submittal
 - How will the California Environmental Quality Act (CEQA) compliance be handled? Upstream/downstream unit information? Source test for emission factor verification? Public notice?
 - Modification vs. alteration?
 - Is the siting and/or project designed to meet Air District regulations?
- Keep projects on a schedule
- Coordinate timely exchange of information
- Resolve roadblocks and elevate for management decision as needed

Approach

- Create two positions during a 3-year pilot phase through a funding agreement paid to the Air District by participating facilities
- After the initial pilot phase, the positions would be funded by a voluntary fee and could support additional Engineering Program Managers, as needed

Strategic Plan Alignment

Goal 4: Be Effective, Accountable, and Customer-service Oriented



- **Strategy 4.1 Timely Permits:** We will improve the timeliness of permit decisions.
- **Strategy 4.2 Transparent Permit Process:** We will improve our permitting process to be more transparent and accountable to applicants and the public.
- **Strategy 4.3 Consistent Permits:** We will ensure Air District regulations and associated air quality permits issued are clear, consistent, and enforceable so that air pollution affecting communities is minimized.

Role of Engineering Program Managers

Expected job duties of the EPMs include:

- Review projects prior to submittal and coordinate with facility to ensure all information and steps have been completed for issuance of permit
- Create timeline of permit application review, including required steps such as CEQA, source tests, public notice, etc.
- Track, document, and communicate permit application review status
- Interpret and communicate Air District requirements, as needed
- Coordinate cross-Divisional tasks to align with permit application review schedule
- Identify and resolve roadblocks, including elevating for policy decisions
- Set up and run effective meetings, both internal and external, to promote transparent and efficient permit application review and action
- Find creative and defensible solutions to atypical permit situations

Program Benefits

- Having dedicated Engineering Program Managers for complex projects and the associated permit applications would:
 - Allow Permit Engineers to focus on the technical evaluation, which allows for more timely and consistent permit application processing
 - Promote submittal of complex permit applications with much more transparency and predictability, especially regarding permit approvability and timeline
 - Simultaneously improve permit application review efficiency and health protection by working with applicants in advance to consider how project design such as siting or equipment selection will affect health risks, permit requirements, source test requirements, and permit approvability
 - Expedite permit review for ALL permit applications, including routine permits
 - Complex permit applications create workload constraints and delays for all permit application reviews at the Air District
- **More effective management of complex permit applications allows more time to be devoted to all other permits**

Next Steps

- Include proposed positions for Board of Director consideration in Fiscal Year 26 budget
- Solicit interest from facilities that typically have complex permit applications
- Develop selection criteria
- Create funding agreement
- Hire staff
- Implement program

Questions?

Engineering Program Manager Pilot Program

Overview

The Bay Area Air District is launching the Engineering Program Manager Pilot Program to improve the permitting process for complex applications. This program will assign dedicated Engineering Program Managers to work with facilities on challenging permit applications, ensuring more efficient reviews, better communication, and improved transparency.



Why this Program?

Many facilities submit standard permit applications that follow well-established processes. However, some applications are more complex due to:

- **Inter-Related Units**
Changing a process or equipment at one part of a plant may affect permitted requirements in upstream or downstream units.
- **Unknown Emission Factors**
Limited data on pollutants from new or modified sources.
- **Non-Standard Operations**
Unique processes or new technologies requiring case-by-case analysis.
- **Project Changes and Coordination Needs**
Mid-project adjustments and impacts on surrounding operations.

These challenges can lead to longer processing times, increased costs, and regulatory uncertainty for facilities. The Engineering Program Manager Pilot Program is designed to help address these issues.

How the Program Works

Participation & Selection

- Facilities or trade associations with complex permit applications can apply to the program.
- The Air District will identify eligible participants based on complexity and volume of overdue permits.

Pre-Application Support

- Engineering Program Managers will provide **early guidance** to address potential roadblocks
- Participating facilities can consult with program managers before submitting applications

Dedicated Permit Assistance

- Assigned Engineering Program Managers will work closely with applicants throughout the permitting process.
- They will help coordinate timelines, track required documentation, communicate Air District requirements, and quickly resolve technical or policy issues.

Improved Review Process

- Focus on **resolving technical issues** upfront to expedite the approval timeline
- More **consistent and predictable** permit processing



CLEAN AIR FOR ALL

Key Benefits for Facilities

Faster Permit Processing – Reduces delays and improves approval timelines.

Pre-Application Guidance – Helps applicants prepare more complete applications.

Dedicated Expertise – Engineering Program Managers provide specialized support.

Greater Transparency – Facilities receive clear expectations and regular updates.

Support for Emerging Technologies – Assistance to participating facilities in permitting new technologies such as renewable energy, carbon capture, and other innovative projects.

Funding and Pilot Phase

- The pilot program will run for **three years**, during which facilities will fund the assigned positions.
- After the pilot phase, the program may transition to a **voluntary fee-based model** in FY 2030.

How to Participate

Facilities interested in participating should:






Contact the Air District to express interest and discuss eligibility.

Attend an informational session to learn more about the program.

Work with an Engineering Program Manager to streamline the permitting process.

Contact:

Bay Area Air District, Engineering Division
415.749.4990, permits@baaqmd.gov

Learn more at baaqmd.gov
     @bayareaairdistrict



Clean Water Summit Partners Meeting
Monday May 19, 2025, 10:00 am – 3:00 pm
Oro Loma Sanitary District, San Lorenzo CA

Item	Topic (with leads)	Outcome	Time
1	Introductions		10:00
2	Association Updates and Announcements <ul style="list-style-type: none"> • CASA • CWEA • BACWA • Clean Water SoCal • CVCWA 		10:15
3	Nutrients (CASA, BACWA, SoCal, CVCWA) <ul style="list-style-type: none"> • Update from Bay Area, SoCal Bight, and Inland waters • Shift in statewide regulatory messaging 	<ul style="list-style-type: none"> • Discussion of how each region can leverage one another's experience and expertise • Agreement on how to keep up positive momentum with regulators 	10:30
4	Biosolids/AIR/Climate Change/Energy/Nutrient Nexus (CASA and BACWA) <ul style="list-style-type: none"> • Update on issues from Sarah • CASA/CWEA partnering for impact meeting June 3 	Discussion of holding a regulator-focused workshop to educate about constraints and opportunities, akin to the advance treatment workshop from 2021	11:00
5	Update on joint Initiatives	Look for opportunities to collaborate on: <ul style="list-style-type: none"> • Engineering Research Group • Exfiltration • Boundary Maps effort • Rates Survey Initiative • De-Siloing Effort 	11:45
	Break for Lunch		12:15
5	Funding outlook (CASA) <ul style="list-style-type: none"> • CWSRF • Federal Funding 	Discussion of how we can effectively engage and support members	1:00
6	Strategic Training needs (CWEA) and Workforce Development (all)	<ul style="list-style-type: none"> • CWEA training priorities • CWEA support for new initiatives • Cross-promotion of workforce development activities 	1:20
7	Source Control (BACWA and CASA) <ul style="list-style-type: none"> • PFAS • Pesticides 	<ul style="list-style-type: none"> • Collaboration between associations on key messaging and work products • Joint support for pesticides initiatives 	1:45
8	State Legislative Update (CASA)	Discussion of how the regional associations can support CASA's priorities	2:25
9	Planning future Summit Partner Meeting (all)	<ul style="list-style-type: none"> • How often, when and where shall we meet? • Which regulators should we target? 	2:40
10	Upcoming Events		2:50

BACWA Committee Leaders - Succession Plan

Committee	Current Leadership (FY25)	Vice Chair	Succession Plan for FY26 / Notes
Air Issues & Regulations (AIR)	Nohemy Revilla, SFPUC Jason Nettleton, San Jose		No change
Asset Management	Rebecca Overacre, EBMUD Khae Bohan, Central San		No change
Bay Area Pollution Prevention Group (BAPPG)	Autumn Ross, SFPUC Robert Wilson, Santa Rosa	Joe Neugebauer, West County Wastewater	No change
Biosolids / BABC	Ryan Batjiaka, SFPUC Nora Cibrian, San Jose Rebecca Overacre, EBMUD Joe Neugebauer, West County Wastewater		BABC integrating into BACWA as of July 1, 2026
Collection Systems	Tyree Jackson, City of Oakland Dana Lawson, Central San		No change. Dana Lawson recently replaced Paul Seitz (Central San)
Laboratory	Kristy Fournier, DSRSD	Brittany Rossi Worthen, Petaluma	Brittany Rossi Worthen (Petaluma) Chair Payal Sarkar (San Jose) Vice-Chair
O&M Infoshare	Yanming Zhang, City of Livermore Ben Carver, FSSD		No change
Permit	Meg Herston, Fairfield-Suisun Sewer District	Blake Brown, Central San	Blake Brown (Central San) Chair New Vice Chair Needed
Pretreatment	Casey Fitzgerald, San Jose Adam Kern, EBMUD		No change. Adam Kern recently replaced Michael Dunning (USD)
Recycled Water	Stefanie Olson, DSRSD Sarah Reynolds, EBMUD		No change. Sarah Reynolds recently replaced Reena Thomas (EBMUD).

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



B A C W A
BAY AREA
CLEAN WATER
AGENCIES

Support for Bay Area Consortium for Water/Wastewater Education (BACWWE) Roadmap

Bay Area Clean Water Agencies

and

Bay Area Consortium for Water and Wastewater Education

Request for Proposals

6/20/2025

Introduction

The Bay Area Clean Water Agencies (BACWA) is a local government agency created by a joint powers agreement in 1984. BACWA's membership includes local clean water agencies that provide sanitary sewer services to the more than seven million people living in the nine county San Francisco Bay Area. BACWA was founded, and continues, to assist agencies in carrying out mutually beneficial projects, and to facilitate the development of scientific, economic and other information about the San Francisco Bay environment and the agencies that work to protect it and public health. Because BACWA member agencies can only accomplish their goals of environmental and public health protection with a highly-qualified and well-trained workforce, BACWA has served as the administrator of the Bay Area Consortium for Water/Wastewater Education (BACWWE) for more than a decade, serving as fiscal agent and advisor.

BACWWE has been operating since the late 2000s as a regional collaborative of water and wastewater agencies focused on increasing the pool of qualified candidates for operations jobs in the water/wastewater sector. Initially, this was accomplished by partnering with Solano Community College (Fairfield, CA) to provide contract educational opportunities at Bay Area water and wastewater treatment plants, taught by Bay Area water and wastewater agency employees. Eventually, the program expanded to include other key job classifications (e.g., maintenance mechanics, electricians, instrument technicians, etc.) and other partner educational institutions (e.g., Gavilan College [Gilroy, CA], Laney College [Oakland, CA]; Santa Rosa Junior College [Santa Rosa, CA], Evergreen Valley College [San Jose, CA]). The program was also converted from contract education to a scholarship program to avoid competition with on-campus programs and to reduce operating costs.

BACWWE is interested in shifting its efforts to focus on workforce development efforts beyond its historic scholarship program. BACWA and BACWWE are seeking a consultant to assist in developing a roadmap to direct BACWWE's future efforts to improve workforce recruitment and retention.

With this project, BACWA and BACWWE seek to achieve the following outcomes:

- Develop data and messaging that explains what the regional workforce needs will be over the next decade, and how that compares to the pool of qualified candidates.
- Analyze and recommend several efficacious initiatives that BACWA and BACWWE member agencies can act on, collectively and individually, to advance the number of qualified job applicants to Bay Area water sector jobs.

- Analyze and recommend several efficacious initiatives that BACWA and BACWWE member agencies can act on, collectively and individually, to provide career pathways for current water/wastewater sector employees to gain the knowledge they need to advance to positions requiring higher skill and higher responsibility.

This effort will support all member agencies, including:

- Large, medium, and small agencies;
- Agencies in CalPERS retirement system, and those with alternative systems;
- Unionized and non-unionized agencies;
- Agencies that are both cities and special districts;
- Agencies that provide both drinking water and wastewater services, and those that have more limited scope.

Proposed Scope of Work

The following scope of work outlines a sample methodology to achieve these goals. Proposers are encouraged to edit tasks or propose additional tasks that would accomplish the goals of the project.

TASK 1: BACKGROUND INFORMATION AND DATA COLLECTION

- Review prior work and propose what data needs to be updated, and what data could be added to determine actionable next steps:
 - Review [California Workforce Needs in the Water Wastewater Industry](#)
 - Review [Water and Wastewater Career Pathways: Connecting People to Water Industry Jobs in the Bay Area](#)
- Survey subset of BACWA and BACWWE agencies for Bay Area-specific background data, including, but not limited to:
 - New employees
 - Human Resources data (e.g., projections of job openings in key job classifications, salaries, retirement statistics, etc.) for the next decade, as well as any data on new hires/interns who have left the field.
 - Current practices for internship and/or apprenticeship programs, and number of positions budgeted annually
 - Are internships paid or volunteer?
 - Are interns hired directly or is a third party “employer of record” utilized?
 - What limitations are placed on interns (e.g., total number of hours worked per year, total duration of internship, etc.)? How are these limitations aligned with PERS and ACA benefit limits.?

- What are agency’s limitations to hosting more interns/apprentices?
 - What are agency’s experiences with hiring for key job classifications?
What are the most common qualifications to be lacking?
 - What are minimum job qualifications for entry-level roles within key job classifications?
 - What partnerships do agencies utilize to find job candidates and/or spread awareness of water industry (e.g., educational institutions, community-based organizations, etc.)?
- Existing employees
 - What support do agencies provide for supervisory/leadership skill development to support career advancement for existing employees?
 - What additional resources would help with advancement and retention of existing employees?
- Include sampling of large, medium, and small agencies
- At a minimum, collect data on the following key job classifications:
 - Wastewater treatment operators
 - Drinking water treatment operators
 - Drinking water distribution operators
 - Collection Systems operators
 - Maintenance mechanics
 - Chemists/lab technicians
 - Electricians
 - Instrument Technicians
 - Engineers
- Understand educational landscape in Bay Area
 - Identify Bay Area high schools with engineering and trade programs
 - Obtain enrollment and graduation rates of engineering and trade programs at the six colleges that have worked with BACWWE.

Deliverables:

- Summary of survey methodology and data collected

TASK 2: SUPPORT FOR INCREASING POOL OF QUALIFIED JOB CANDIDATES

- Using data collected from Task 1, prepare a list of recommended actions that can be taken by the Bay Area water/wastewater industry to increase development of qualified candidates.
 - Include collaborative efforts that BACWA/BACWWE can facilitate to support the entire region.

- Include recommendations for partnerships (educational institutions, community-based organizations, etc.) that could be developed to assist connecting job candidates to the water industry.
- Facilitate a workshop with BACWA/BACWWE stakeholders to review results of survey, review preliminary recommendations, discuss, and receive feedback.
- Summarize, prioritize, and document data collection and recommendations in a final report.

Deliverables:

- Draft summary of data and recommendations for workshop attendees

TASK 3: SUPPORT FOR RETAINING AND DEVELOPING EXISTING STAFF

- Using data collected from Task 1, prepare a list of recommended actions that can be taken by the Bay Area water/wastewater industry to increase readiness for existing staff to promote within their agency.
 - Include collaborative efforts that BACWA/BACWWE can facilitate to support the entire region.
- Facilitate a workshop with BACWA/BACWWE stakeholders to review results of survey, review preliminary recommendations, discuss, and receive feedback.

Deliverables:

- Draft summary of data and recommendations for workshop attendees

TASK 4: RECOMMENDATIONS AND REPORTING

- Based on the information developed in Tasks 1 through 3, develop a draft report including the following:
 - Compilation and summary of the work accomplished
 - Recommendations and prioritization for BACWWE's next steps that will form the roadmap
- Present draft recommendations to BACWWE/BACWA
- After review by BACWWE/BACWA, prepare final report

TASK 5: PROJECT MANAGEMENT

- Provide overall technical and financial oversight for the project.
- Provide monthly progress reporting to BACWA/BACWWE.
- Attend regular check-in meetings with BACWA/BACWWE.

Request for Proposals

BACCWE has budgeted a not-to-exceed amount of \$50,000 to develop a roadmap that will inform its future activities. We are seeking consultant support to inform the creation of this roadmap to increase recruitment and retention in our industry.

Organization and Content of the Submittal

The Proposal can be submitted in the form of a letter proposal with attachments. Please limit the overall number of pages to 10 pages or less, not inclusive of team resumes.

Suggested proposal outline:

Section	Contents
Cover Letter	Transmittal
1	Identification of Proposer
2	Approach – Describe your proposed approach to supporting BACWWE’s development of a roadmap for its future efforts
3	Team Experience - Please describe how key staff will work together, and how they have experience working together on previous recruitment and retention efforts.
4	Billing rate of key staff
5	Project Schedule
6	Resumes of key staff

Proposal Evaluation Criteria

Criteria	Points
Proposed approach to developing BACWWE Roadmap	30
Experience of key project team members	25
Schedule	10
Rates	10
Innovation	5
Total	80

Submittal

Please submit Proposals via email to Jennifer Dymont (jdymont@bacwa.org) by 5pm on **date**.

Consultant Selection

The BACWWE Executive Committee has identified a selection committee made up POTW agency leaders to evaluate the proposals. Proposals will be evaluated and ranked based on the criteria provided above. BACWWE may make a selection based on the written proposals, or may hold interviews. Following a selection, a contract will be negotiated. The contract will specify billing for services on an hourly basis as required to complete the Scope of Work.

The contract will begin **date**. The term of this agreement shall not extend beyond **date**. The BACWA standard consulting agreement will be used for this work (see attachment A).

ATTACHMENT A

Standard Agreement

Committee Request for Board Action: None

71 attendees participated remotely, including 42 representatives from 27 BACWA member agencies, the Regional Water Board, a guest speaker, and guests from the CWEA Laboratory Committee.

Standard Methods Microbiology Quality Control Sections Required by the 2024 MUR

John Gumper from [ChemVal](#) presented on changes to the quality control sections of Standard Methods for Microbiology affected by the most recent [EPA Routine Methods Update Rule 2](#) (rMUR 2) promulgated in April 2024. The presentation focused on changes to Standard Methods sections 9020 (QA/QC), 9030 (Laboratory Apparatus), 9040 (Washing Labware), and 9050 (Culture Media and Buffered Dilution Water). The presentation included details about the specific requirements that have changed in the most recent version of Standard Methods for topics such as calibration and verification of weights and balances, thermometers, reagent water, pH and conductivity meters, autoclaves, freezers, dilution water, buffers, culture media, spectrophotometers, and labware. For more information on the specific changes, see the presentation [video](#).

The presentation was a follow-up to John Gumper's [previous presentation in October 2024](#) on quality control in Standard Methods sections 2020, 3020, 4020, and 5020.

Member Survey on Laboratory Analyst Certification Requirements

Kristy Fournier (DSRSD) shared the results of a recent member survey regarding agency-specific requirements for laboratory staff to carry CWEA and/or AWWA certifications. Of the agencies that responded, about half require that their laboratory staff be certified as a [CWEA Laboratory Analyst](#) Grade I, II, III, or IV. A few agencies prefer (but do not require) the certification, or recognize AWWA certification in lieu of CWEA certification. A small number of laboratories recognize only a subset of the CWEA Laboratory Analyst grades (e.g., not Grade I). For agencies that require certification, it typically must be acquired during the probationary period, not before applying. The majority of agencies will cover the expense of exam fees, and some also cover the cost of training materials or provide a pay incentive. For full details, see [summary slides](#). The [complete survey results](#) are also available, but contain duplicates.

BACWA Announcements

- [Register by April 23rd](#) for the (free) BACWA Annual Members Meeting, Friday 5/2 in Berkeley
- The [2024 Group Annual Report](#) for the Nutrients Watershed Permit is now available. In addition to containing information about nutrient loads and flows (similar to past year), it also includes information about each agency's plans to meet final effluent limits for Total Inorganic Nitrogen.
- The Bay Area Biosolids Coalition is merging with BACWA to serve as BACWA's Biosolids Committee. To join the committee, email [Mary](#) or use the [BACWA website](#).

Next Meeting: Tuesday, June 10th, 10 AM, Virtual

Jenn McClaren from ELAP will be joining for a Q&A session. Members are invited to share questions with Kristy Fournier in advance of the meeting.

Committee Request for Board Action: None

35 attendees from 17 member agencies participated in-person at Central San in Walnut Creek.

Committee Leadership: Co-chair Tyree Jackson welcomed Dana Lawson, Senior Engineer at Central San, as the committee's new co-chair.

Tour of Central San's Collection System Operations Facility - Staff from Central San provided a tour of the facility's unique training capabilities for collection system maintenance, including:

- **Spill Simulator** for training staff to estimate spill volumes and flow rates. The simulator uses potable water, and can be set to a wide range of flow rates and different manway covers that are specific to the Central San system (e.g., manhole/rodding inlet covers, private cleanout; pick hole/no pick hole).
- **Cleaning Practice** - short stretches of fake sewer pipe are available for practicing rodding and hydro-flushing, which are the two methods that Central San crews typically use for cleaning.
- **Clear Pipe** - a short stretch of clear plastic pipe allows crews to view the tools in action.
- **Manhole Entry** - an above-the-ground cutaway manhole enables confined-space entry training.
- **Creek Cleanup** - crews can practice using equipment to contain and clean up a sewer spill to surface waters, including deployment of a [Water-Gate™](#) flexible barrier.

After the tour, Central San's GIS Analyst Mike Matthews shared information about Central San's mapping interface and computerized maintenance management system (Cityworks) for maintenance planning, asset management, and sewer work permitting. Central San crews use iPads that are synced to Cityworks each morning, so maintenance record-keeping is paperless.



Announcements

- On Thursday May 29th at 1 PM, the Summit Partners will host a webinar on Sanitary Sewer Systems General Order (SSS-WDR) implementation. [Register here.](#)
- Agencies that use the pesticide [Insecta](#) for roach control in manholes should be aware that this product contains chlorpyrifos, which can cause effluent compliance problems due to its toxicity at very low levels. If your agency uses this pesticide, please contact [Mary Cousins.](#)

Next Meeting: Thursday, August 14th - Virtual

Committee Request for Board Action: None

33 attendees from 12 member agencies participated in-person at Central San in Martinez.

Asset Management Workshop

The committee heard about the asset management journeys of three BACWA member agencies.

Sonoma Water - [Link to Slides](#)

Michelle Eckard, Ray David and John Almazan (Carollo) provide information about Sonoma Water's recent efforts on an agency-wide asset management program, as well as master planning specifically for the Sonoma Valley wastewater treatment plant. The agency recently implemented a new Computerized Maintenance Management System (CMMS) from NexGen; rollout required creation of a new asset registry for the Sonoma Valley plant, and a condition assessment that was completed mostly via visual inspections. The master planning effort concluded with recommendations for an updated 20-year CIP.

West County Wastewater District - [Link to Slides](#)

Mohammad Ghoury (West County Wastewater) described how he led the district's rapid development of GIS and CMMS systems beginning in 2021. The journey began with a [GIS strategic plan](#) to implement a district-wide GIS system in the cloud. The district selected a new CMMS system (Cityworks) and had it up configured in only 4 months using [Rapid Ready by Woolpert](#). The district is now using the new CMMS system for creating, assigning, and tracking work orders, and they can track preventative and reactive maintenance. Planned enhancements include integration of permitting, Laserfiche as-builts, and SCADA integration into the GIS system; more CMMS reporting dashboards that can be viewed by multiple users across the district; and incorporation of the CIP into the GIS system. They also plan to use the system for prioritizing sewer system pipeline projects.

Silicon Valley Clean Water (SVCW) - [Link to Slides](#)

Chathu Abeyrathna and Vishwa Ram from SVCW, in collaboration with Ken Pilkins from [Nexinite](#), shared insights into the implementation of their Equipment Information Management System (EIMS). Both the EIMS and the accompanying Project Management Information System are built as Model-Driven Apps using Microsoft's Power Platform, leveraging Dataverse, SharePoint, Power BI, and Power Automate for seamless integration and functionality.

Because the majority of SVCW's assets are located at the treatment plant—with only two force mains located externally—GIS integration was not a core requirement, though the capability is available. The project included a comprehensive update to the asset registry, which now tracks approximately 3,000 assets.

The system was designed with staff input to be highly searchable and accessible across devices (mobile, desktop, etc.). Cloud-based data storage eliminates version control issues commonly associated with Excel files. Additionally, the centralized architecture ensures real-time data availability and consistency across teams. Role-based access controls enhance data security while providing appropriate visibility for different user groups. The intuitive interface and integration with familiar Microsoft tools reduce training time and improves user adoption. Automated workflows powered by Power Automate streamline routine tasks, boosting operational efficiency and reducing manual errors.

A key feature of EIMS is its ability to incorporate asset-related documents, which are stored in SharePoint. These documents are surfaced directly within the application layer, making them easily accessible from each asset record. This ensures that specifications, maintenance guides, compliance materials, and other critical content are available in context, supporting informed decision-making and efficient operations.

Assets are entered into the system during the 30% or 60% design phase. At these stages, asset tags are created and validated in real time against the production EIMS environment. This validation ensures each tag is unique and reserved, effectively preventing duplication.

EIMS is fully integrated with the Project Management Information System, enabling seamless coordination between asset tracking and financial planning for capital improvement projects. Both systems share a unified asset register database, minimizing the risk of data inconsistencies and duplication errors while ensuring that all stakeholders are working from the same, up-to-date information.

Central San Lubrication Program – [Link to Brian Walters’ Slides from February 2025](#)

After the presentations, Brian Walters (Central San) led a tour of the District’s lubrication shop.



Next Meeting: Wednesday, August 20th, 1:30 PM (Virtual)

Committee Request for Board Action: None

66 attendees participated remotely, including 42 representatives from 22 BACWA member agencies, the Regional Water Board, a guest speaker from California ELAP, and guests from the CWEA Laboratory Committee.

Committee Acknowledgements and Leadership Transition

The committee thanked Diane Lawver for her service in training committee members over the last few years, and congratulated her upon her retirement. Training materials remain available online (for access, contact [BACWA staff](#)). The committee also thanked Kristy Fournier for her service as chair over the last year. Brittany Rossi Worthen (City of Petaluma) will serve as chair for FY26.

Q&A with ELAP

[Jen McClaren](#), Senior Environmental Scientist with [CA ELAP](#), responded to member questions about ELAP accreditation. Information from the Q&A session included:

- **Lab Location Move.** For moving a lab or lab construction, ELAP requires an amendment application. The fee is based on the number of FOAs for the affected methods. Labs should reach out to ELAP and schedule a meeting to discuss their individual circumstances. An onsite assessment (OSA) is required to ensure data quality; the same OSA can be used for an amendment application and/or renewal. The best time to conduct the OSA is after the move once instruments are set up and PTs are available to look at during the OSA; contact ELAP if individual circumstances prevent this.
Labs undergoing relocation should cease reporting from one location and begin reporting from a new location on a specific, reportable date (i.e., no date overlap is allowed for two locations). Also, if your lab ceases running certain methods for a period due to construction, then ELAP recommends withdrawing accreditation for that specific period.
- **Methods.** ELAP is currently working on implementation of [rMUR 2](#), which EPA finalized in 2024. ELAP will release information to their contact email list as soon as it is available ([subscribe here](#)). The process will be similar to the previous MUR. Meanwhile, EPA’s public comment period for MUR22 just closed. ELAP will not take an action on implementation until EPA finalizes the MUR and a state agency has made a request for implementation.
Labs must use the quality control procedures (Standard Methods 9020) that correspond with the version of the method that they are accredited for. ELAP recommends using the newest version of quality control procedures but this is just a recommendation.
If your lab has two certified methods for the same analyte, separate PT results are required, with no averaging or combinations of the data sets. The PT results reported must originate from the method they were run under.
- **List of ELAP Certified Laboratories.** ELAP has a [GIS map](#) of certified lab, but is not able to easily offer an on-demand downloadable database with complete information including contact information and certified FOAs. Note that BACWA has requested a table of FOAs for Bay Area municipal labs, which is [available here](#) (July 2024 version).
- **SM 9020B** requires 6-W fluorescent lamps and requires verification of the “proper wattage.” For drinking water methods, use of fluorescent bulbs is required; the method may not be adjusted. For non-drinking water methods, it is possible to use a LED bulb and make equivalence

<p>adjustments with verification that the light intensity is equivalent. The equipment supplier (e.g., IDEXX) may be able to provide the necessary verification information.</p> <ul style="list-style-type: none"> • Storing data on laboratory equipment. TNI Volume 1, Module 2, Section 4.13.1.2-4.13.3 requires laboratory analysis data from equipment such as DO meters, pH meters, etc. to be backed up to the extent that it is technically feasible. Third-Party Assessors have recently made findings about this practice during audits. Labs should make every effort to comply with this TNI requirement, which depends on the capacity of the equipment. For example, if a pH meter offers printouts, the laboratory could store a copy of the printout. • FOA Method Checklists. ELAP has some method checklists that are not posted online due to ADA accessibility limitations. Jen will ask for a list of the template documents to share with BACWA.
<p>Nutrient Analysis at BACWA Member Laboratories</p> <p>Representatives from two BACWA member laboratories provided information about laboratory methods for nutrients.</p> <p>Fairfield-Suisun Sewer District. Joga Chizer and Nicole Van Aken shared their laboratory’s journey to implement Hach Method 10242, spectrophotometric measurement of Total Kjeldahl Nitrogen (TKN). Link to Slides. The method is used to measure influent TKN as required by the Nutrients Watershed Permit. Their lab implemented some deviations from the EPA-approved method, such as not relying on the auto-calibrate and auto-read functions of the instrument, so they sought approval from EPA Region 9; a formal ATP was not required.</p> <p>San Jose. Buddhima Mahanama provided a comprehensive overview of her laboratory’s methods for monitoring different forms of nitrogen, phosphorus, and organic carbon. The lab’s instruments include a flow injection analyzer, ion chromatography system, discrete analyzer, and TOC-TN analyzer. Link to Slides.</p>
<p>Discussion on Reporting Duplicates</p> <p>Attendees discussed the issue of reporting duplicates that are batch QC requirements. This topic has been discussed at a previous BACWA committee meetings and Regional Water Board staff have, in the past, provided clarification that QC samples do not have to count as duplicates. Link to Permits Committee Notes (Feb. 2019) and Lab Committee Notes (Dec. 2021).</p>
<p>New Resources</p> <ul style="list-style-type: none"> • The slides and Q&A responses from John Gumpfer’s presentation at the April 15th Lab Committee Mtg are now available online: Presentation Slides, Q&A Responses • Videos from the ELAP 2025 Conference are available at ELAP YouTube Channel
<p>Next Meeting: Tuesday, August 12th, 10 AM, Virtual</p>

PRACTICE GOOD GOVERNANCE (STRATEGY PLAN GOAL 5)

EXECUTIVE BOARD MEETING AND SUPPORT

- Worked with BACWA staff to plan and manage 4/18 Executive Board meeting
- Conducted the Executive Board meeting agenda review with the BACWA Chair
- Hosted 4/19 Executive Board meeting and developed meeting notes
- Continued to track all action items to completion
- Met with Chair to discuss Performance Evaluation

FINANCE:

- Reviewed the monthly BACWA financial reports
- Reviewed and approved invoices
- Worked with AED on final budget for FY26
- Updated 5-year plan
- Worked with AED to address invoicing chain of custody software issue

COMMITTEES:

- Supported transition of BABC to BACWA committee
- Worked with members to understand range of positions on proposed BA Air District Project Manager Pilot
- Attended Permits committee (4/8)
- Attended AIR committee meeting (5/21)

ADMINISTRATION:

- Developed updated Class of Membership Policy and presented to Board for approval
- Planned for and conducted the monthly BACWA staff meeting to prepare for the Board Meeting and to coordinate and prioritize activities.
- 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.
- Developed and responded to numerous emails and phone calls as part of the conduct of BACWA business on a day-to-day basis.

EXEMPLIFY SERVICE AND RESPONSIVENESS TO MEMBERS AND PUBLIC (STRATEGIC PLAN GOAL 4)

ANNUAL MEETING

- Met with Annual meeting panelists to discuss messaging
- Planned logistics for annual meeting
- Developed meeting script for moderators
- Hosted successful Annual Meeting with near-record attendance

COMMUNICATIONS

- Finalized social media vignettes
- Reviewed draft budget for different alternatives prepared by Civic Edge
- Discussed potential collaboration with SFEI for museum exhibits
- Hosted Communications Steering Committee meeting for input on Workplan (4/22)
- Worked with RPM in the preparation of the monthly BACWA Bulletin.

PROJECTS OF SPECIAL BENEFIT:

BABC (BAY AREA BIOSOLIDS COALITION)

- Participated in meeting and drafted meeting notes
- Addressed financial questions to support transition to BACWA Committee

BACC (BAY AREA CHEMICAL CONSORTIUM)

- Reviewed members final invoicing info

BACWWE (BAY AREA COALITION FOR WATER/WASTEWATER EDUCATION)

- Worked with Exec Committee to finalize RFP
- Reached out to BACWA members to update contacts

FOSTER COLLABORATION AND RELATIONSHIP BUILDING WITH REGULATORS AND OTHER STAKEHOLDERS (STRATEGIC PLAN GOAL 2)

COLLABORATIONS:

- Attended monthly CASA SLC meetings
- Attended monthly CASA ACE meetings
- Attended monthly CASA RWG Biosolids Committee meetings
- Checked in with EPA on SF Bay Program Office funding and non-compete memo for nutrient management
- Planned and hosted Clean Water Summit Partners meeting (5/19)
- Attended CWSP SSS WDR Webinar

REGULATORY:

- Planned and attended Implementation Workgroup meeting with BA Air District (4/21)
- Attended CASA Air Toxics meetings

- Participated in CASA Pooled Emissions SC meeting
- Met with R2 EO and NPDES Chief to plan 6/13 joint meeting
- Met with R2 EO on misc topics

ASC (AQUATIC SCIENCE CENTER)

- Reviewed materials sent via email by ASC ED
- Participated in SFEI/ASC Board meeting (4/25)

ADVOCATE FOR REGULATION BASED ON SCIENCE (STRATEGIC PLAN GOAL 1)

NUTRIENTS:

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

- Attended IPR Steering Committee for SCCWRP model in Costa Mesa (4/1)
- Attended IPR Steering Committee follow-up meeting (4/28)
- Participated in Colorado NWRI Nutrient Panel meetings
- Discussed trading concepts with Stanford PhD students
- Attended monthly NMS PSC meetings
- Met with NMS Science Manager on programmatic issues
- Reviewed NMS Science priorities and proposed projects
- Distributed program overview magazines
- Met with HDR and CMG to discuss regional scoping plan elements
- Submitted draft Scoping Plan to Water Board
- Attended 5/9 NMS SC meeting
- Met with BACWA NMS leads and updated science management questions
- Met with The Freshwater Trust to develop SOW for trading framework
- Finalized and submitting Group Annual Report
- Planned and hosted NST meeting (5/19)

RMP:

- Attended Emerging Contaminants Workgroup meeting (4/24-25)

PURSUE REGIONAL, MULTI-BENEFIT SOLUTIONS TO ENVIRONMENTAL CHALLENGES (STRATEGIC PLAN GOAL 3)

MULTIBENEFIT PROGRAM ADVOCACY

- Discussed NBS communications approaches with SFEI staff
- Provided support for OpenRoads filming at OLSD horizontal levee
- Participated in TRUW NBS webinar to provide intro on Watershed Permit (4/7)
- Planned and participated in OneWater Planning meetings (4/7, 4/10)
- Planned and hosted joint BACWA/WateReuse meeting on nutrient/RW nexus (4/29)
- Advocated to WRF for funding on NBS for RO concentrate project

REGIONAL SOLUTIONS

- Planned facility tour for BACWA members at Linda County on innovative technology piloting



Board Calendar

August, September, December 2025

DATE	AGENDA ITEMS
<i>July 2025</i>	No BACWA Board Meeting in July
<i>August 15, 2025</i> <i>EBMUD Orinda</i>	Approvals & Authorizations: <ul style="list-style-type: none">• NMS payment #1• Regional plan and trading study• FY25 Year End Treasurer's Report Policy / Strategic Discussion: <ul style="list-style-type: none">• Planning for Sept 4, 2025, RWB Meeting Operational: <ul style="list-style-type: none">• Review of FY25 close• Plan for Pardee
<i>Sept 19, 2025</i> <i>Central San</i>	Approvals & Authorizations: <ul style="list-style-type: none">•• Policy / Strategic Discussion: <ul style="list-style-type: none">• Operational: <ul style="list-style-type: none">• Plan for Pardee•
<i>October 9 & 10</i> <i>Pardee Technical Seminar</i>	
<i>December 12, 2025</i> <i>EBMUD Downtown</i>	Approvals & Authorizations: <ul style="list-style-type: none">• FY25 Financial Audit• Approve Annual Report Policy / Strategic Discussion: <ul style="list-style-type: none">• Operational: <ul style="list-style-type: none">• FY27 Budget Schedule•



BACWA ACTION ITEMS

Number	Subject	Task	Responsibility	Deadline	Status
Action Items from April 18 2025 BACWA Executive Board Meeting			resp.	deadline	status
2025.3.35	NMS Update	BACWA ED to create an order form for printed copies of the SFEI NMS brochure	ED \ AED	6/2/2025	complete
2025.4.39	Regional Plan Scoping Plan	Finalize the meeting location for the May 12th Nutrient Strategy Team meeting	ED \ AED	4/25/2025	complete
2025.4.40	Nutrient Trading feasibility study	Invite a speaker from The Freshwater Trust to the June 2025 BACWA Executive Board meeting	ED	5/1/2025	complete
2025.4.41	NMS Update: Project priorities for FY25 and 5-yr plan	Obtain more information regarding monitoring of phytoplankton communities in the Bay.	ED		WIP
2025.4.42	Onsite non-potable reuse regulation comments due May 9	BACWA RPM to provide a draft comment letter for Executive Board review	RPM	5/1/2025	complete
2025.4.43	Possible Action Item: AI Information Session	Investigate hosting an AI Infoshare meeting	ED		WIP
Action Items Remaining from Previous BACWA Executive Board Meetings					

FY25: 41 of 43 Action items are complete
 FY24: 43 of 43 Action Items are complete
 FY23: 58 of 58 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



Regulatory Program Manager's Report to the Executive Board

April 2025

BACWA ANNUAL MEMBERS MEETING: Assisted with preparations for annual meeting, including registration, coordination for pollution prevention panel, and leadership recognition.

BACWA BULLETIN: Completed and circulated April Bulletin.

CECs: Provided comments on draft manuscript on QACs in wastewater; attended RMP emerging contaminant workgroup meeting; finalized and submitted comment letter on PFAS water quality criteria to USEPA; discussed PFAS source control with member agencies and CDM Smith.

NUTRIENTS: Submitted and circulated Group Annual Report for Nutrient Watershed Permit; continued to work with consultant team and contract management group on draft Scoping Plan for Regional Planning Study.

REGULATORY MATRIX: Prepared updated matrix of key regulatory issues.

COMMITTEE SUPPORT:

BAPPG – Participated in April meeting and prepared notes; participated in pesticides committee meeting; circulated draft comment letter on sustainable pesticide management to Executive Board; assisted with coordination for spring public outreach campaign on PFAS.

Biosolids – Coordinated with BABC regarding merger with biosolids committee.

Collection Systems – Assisted with planning for May meeting.

Communications – Participated in communications steering committee meeting.

Laboratory – Assisted with hosting duties for April meeting, posted video, and prepared notes.

Permits – Provided regulatory updates at April committee meeting, and prepared meeting notes.

Pretreatment – Provided onboarding information for new committee leader, and assisted with planning for June committee meeting.

Recycled Water – Attended WaterReuse-BACWA workshop on nutrients and recycled water. Prepared draft comment letter on onsite nonpotable reuse regulations, and shared with committee members.

Executive Board – Provided regulatory updates for Executive Board meeting.

ADMINISTRATIVE: Staff meeting, website, email lists, Annual Meeting, & attendance certificates.

BACWA MEETINGS ATTENDED:

BAPPG (4/2)

Permits Committee (4/8)

Contract Management for HDR (4/10, 4/28)

Lab Committee (4/15)

Executive Board (4/18)

WaterReuse-BACWA Nutrients Workshop (4/29)

EXTERNAL EVENTS ATTENDED:

CASA Regulatory Workgroup (4/17)

RMP Emerging Contaminants Workgroup (4/23)



Regulatory Program Manager's Report to the Executive Board

May 2025

BACWA ANNUAL MEMBERS MEETING: Assisted with annual meeting, including hosting pollution prevention panel.

BACWA BULLETIN: Completed and circulated May Bulletin.

NUTRIENTS: Continued to work with consultant team and contract management group on finalizing the draft Scoping Plan for Regional Planning Study; circulated draft Scoping Plan to BACWA members; attended Nutrient Management Strategy steering committee meeting; participated in Nutrient Strategy Team meeting to elicit feedback on draft Scoping Plan; participated in nutrient trading conversation with Freshwater Trust; assisted with publicity for Linda County WWTP tour; discussed Group Annual Report comments with Regional Water Board staff; shared draft Scoping Plan with Regional Water Board staff.

PFAS: Reviewed scientific publication on PFAS in San Francisco Bay fish; reviewed draft legislation (SB682) related to source control.

COMMITTEE SUPPORT:

Asset Management – Assisted with logistics for May workshop at Central San; prepared notes.

BAPPG – Participated in steering committee and pesticides committee meetings; reviewed draft comment letter to USEPA on pesticide registration; assisted with planning for in-person June committee meeting.

Collection Systems – Supported in-person meeting at Central San; prepared and circulated meeting notes; assisted with planning and hosting Summit Partners SSS-WDR webinar.

Laboratory – Assisted with preparations for June committee meeting.

Permits – Shared information about Central Valley NPDES permit modifications to incorporate SCOTUS ruling; assisted with planning for June committee meeting.

Pretreatment – Assisted with planning for June committee meeting, including program data compilation.

Recycled Water – Discussed onsite nonpotable reuse regulations with WaterReuse and State Water Board staff; finalized and submitted comment letter; met with BAWSCA staff to discuss regional recycled water opportunities; participated in LAFCO-hosted meeting amongst Alameda County utilities to discuss water system resilience; began preparing for July committee meeting.

ADMINISTRATIVE: Staff meeting, website, and email list administration.

BACWA MEETINGS ATTENDED:

Annual Members Meeting (5/2)
Collection Systems Committee (5/8)
Nutrient Strategy Team (5/12)
Asset Management Committee Workshop (5/13)
BAPPG Steering Committee (5/20)
BAPPG Pesticides Committee (5/22)

EXTERNAL EVENTS ATTENDED:

OneShoreline Advisory Group Meeting (5/5)
Nutrient Management Strategy
Steering Committee (5/9)
Summit Partners Meeting (5/19)
LAFCO Meeting of Alameda County Utilities (5/21)
CASA Regulatory Workgroup (5/22)
Summit Partners SSS-WDR Workshop (5/29)