



BACWA Executive Board Meeting
AGENDA
Friday, February 20, 2026 9:00 AM - 12:30 PM (PDT)

EBMUD Orinda
 500 San Pablo Dam Road, Orinda CA 94563

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 | |
| CONSENT CALENDAR | 9:07 AM | |
| 1 January 9, 2026 BACWA Executive Board meeting minutes | | 3-8 |
| 2 December 2025 Treasurer's Report | | 9-17 |
| APPROVALS AND AUTHORIZATIONS | 9:15 AM | |
| 3 <u>Approval</u> : Amendment #2 to contract with HDR, for The Freshwater Trust SOW #3 | | 18-29 |
| 4 <u>Approval</u> : Contract with SFEI for PFAS Phase 3 | | 30-39 |
| 5 <u>Approval</u> : Contract with Employment Attorney | | 40-49 |
| 6 <u>Resolution</u> : Resolution authorizing BACWA to apply to EPA for Coalition Grant funding | | 50-51 |
| POLICY/STRATEGIC | 9:20 AM | |
| 7 <u>Informational</u> : Recycled Water Committee Update | | |
| 8 <u>Discussion</u> : Administration of DPR grant for pesticides control | | 52-58 |
| 9 <u>Informational</u> : RFI for Compliance Milestone reporting and Regional Study update | | |
| 10 <u>Discussion</u> : Pulse of the Bay Nutrient Issue | | 59 |
| 11 <u>Discussion</u> : BACWA support for nutrient infoshare | | |
| 12 <u>Discussion</u> : Update on Compliance Schedule Basin Plan Amendment CEQA consultant | | 60-63 |
| 13 <u>Discussion</u> : Draft agenda for 3/4 Joint meeting with R2 | | 64 |
| BREAK | 10:30 AM | |
| 14 <u>Discussion</u> : Air District Engineering Program Manager beta period MOU Link to Air District Webinar | | 65-72 |
| 15 <u>Informational</u> : PFAS Phase 3 Study Questions | | 73-78 |
| 16 <u>Informational</u> : EPA Region IX SF Bay Program Office proposal update | | |
| 17 <u>Discussion</u> : Coordination between agencies on fundraising opportunities | | 79-80 |
| 18 <u>Informational</u> : Exploratorium After Dark date | | |
| 19 <u>Discussion</u> : BACWA Video promotion update baywise.org | | |
| 20 <u>Discussion</u> : Tribal and Subsistence Fishing Beneficial Use BPA | | 81-82 |
| OPERATIONAL | 11:40 AM | |
| 21 <u>Informational</u> : First draft of FY27 Budget | | 83-86 |
| 22 <u>Discussion</u> : May 1 Annual Meeting Preliminary Program | | |
| 23 <u>Discussion</u> : AI Infoshare meeting planned | | |
| 24 <u>Discussion</u> : BACWA spirit and leadership award | | 87-88 |
| 25 <u>Informational</u> : Netfile reminder | | |
| 26 <u>Informational</u> : BACC Update BACC Preliminary Results | | |
| REPORTS | 12:10 AM | |
| 27 Committee Reports | | 89-110 |
| 28 Member highlights | | |
| 29 Executive Director Report | | 111-113 |
| 30 Board Calendar and Action Items | | 114-115 |
| 31 Regulatory Program Manager Report | | 116 |
| 32 Other BACWA Representative Reports | | |
| a. RMP Technical Review Committee | Samantha Engelage, Alicia Chakrabarti, Blake Brown | |
| b. RMP Steering Committee | Karin North; Amanda Roa; Eric Dunlavy | |
| c. Summit Partners | Lorien Fono; Jackie Zipkin | |
| d. ASC/SFEI | Lorien Fono; Amit Mutsuddy; Lori Schectel Amit Mutsuddy, Eric Dunlavy; alternates: | |
| e. Nutrient Governance Steering Committee | Lori Schectel, Jackie Zipkin | |
| e.i Nutrient Planning Subcommittee | Eric Dunlavy | |
| 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 | | |
| 33 SUGGESTIONS FOR FUTURE AGENDA ITEMS | | 12:25 PM | |
| NEXT MEETING | | | |
| The next regular meeting of the Board is scheduled for March 20, 2026 at Central San | | | |
| ADJOURNMENT | | 12:30 PM | |



Executive Board Meeting Minutes

Friday January 9, 2026, 9:00 AM - 12:30 PM (PDT)

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 |
|--------------------|-----------------------------------|
| Alicia Chakrabarti | EBMUD |
| Amanda Roa | FSSD |
| Amber Shipley | Civic Edge |
| Amrita Ramesh | Water Resources Engineering, Inc. |
| Andre Gharagozian | Carollo |
| Andy Morris | Benicia |
| Brett Fergusson | Hazen & Sawyer |
| Brian Thomas | Delta Diablo |
| Charles Hammond | HDR |
| Chris Thomas | The Freshwater Trust |
| David Primozich | The Freshwater Trust |
| Dave Richardson | Woodard & Curran |
| Erika Donaghy | Carollo |
| Francis Rooney | SVCW |
| Greg Norby | Central San |
| Jake Silver | SFPUC |
| Jared Voskuhl | CASA |
| Jennie Pang | SFPUC |
| Jennifer Dyment | BACWA |
| Jessica Donald | SFPUC |
| Lorien Fono | BACWA |
| Mahesh Yedluri | City of Burlingame |
| Mark Neumann | Sewerage Agency of Southern Marin |
| Mary Cousins | BACWA |

| | |
|-----------------|------------------------------------|
| Matt Zucca | SVCW |
| Matt Zucca | Silicon Valley Clean Water |
| Mike Falk | HDR |
| Sara Sadreddini | Black & Veatch |
| Tim Lewis | Dublin San Ramon Services District |
| Tom Hall | EOA |
| Vince De Lange | Delta Diablo |

Jackie called the meeting to order at 9:01 am.

ROLL CALL, INTRODUCTIONS, AND TELECONFERENCE ETIQUETTE

PUBLIC COMMENT None

CONSIDERATION TO TAKE AGENDA ITEMS OUT OF ORDER None

CONSENT CALENDAR

- 1 December 12, 2025, BACWA Executive Board meeting minutes
- 2 November 2025 Treasurer's Report

Consent Calendar items 1 & 2: A motion to approve was made by Lori Schectel (Central Contra Costa Sanitary District) and seconded by Eric Dunlavy (City of San Jose). All were in favor. None opposed.

APPROVALS AND AUTHORIZATIONS

3 Approval: BACWA Strategic Plan Update

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

4 Approval: BACWA FY26 Contribution #2 to NMS \$1.1M

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

5 Approval: BABC Fund Contribution to Thermal Drying PFAS Removal Study \$50K

6 Approval: BABC Fund Contribution to Biosolids Land Application Analysis, \$10K

Approvals and Authorizations items 5 & 6: A motion to approve was made by Amit Mutsuddy (EBMUD) and seconded by Eric Dunlavey (City of San Jose). All were in favor. None opposed.

POLICY/STRATEGIC

7 Discussion: Trading Feasibility Assessment Report and next steps - BACWA RPM shared that The Freshwater Trust (TFT) water quality trading feasibility assessment report is in the packet. TFT's Chris Thomas discussed the key dates & framework development milestones chart. Meeting attendees discussed the next steps in the project with the TFT. Group asked TFT to turn the chart into a scope of work and work with BACWA ED to bring contract to board for approval.

Action Item: BACWA ED to work with TFT to create scope of work & contract for board for approval at February 2026 meeting.

8 Informational: RFI for Compliance Milestone reporting and Regional Study- BACWA RPM shared that BACWA members have been asked to provide information by February 13, 2026, for the next Group Annual Report that is due April 1, 2026, as well as for the Regional Planning Study underway.

9 Discussion: Update on Group Annual Report - Charlie Hammond from HDR shared a preview of what is in the Group Annual Report. The goal of the revisions is to improve the flow, readability, and usability of the report. Group was pleased with updates and data presentation in the report.

10 Discussion: Update on Compliance Schedule Basin Plan Amendment - BACWA RPM shared there is a draft Memorandum of Understanding with the Regional Water Board for funding the Basin Plan Amendment CEQA analysis in the packet. There is also a draft RFQ for a consulting firm and BACWA RPM requested feedback by 1/16/2026 on RFQ. Group discussed consultant selection committee.

Action item: BACWA RPM to circulate RFQ for feedback and then publish RFQ.

BREAK

11 Discussion: Air District Engineering Program Manager beta period MOU - BACWA ED explained next steps in the project. Three agencies have been selected as test cases for beta period which is January to May 2026. The three agencies have different permit engineers and different permit characteristics, and other agencies may be added if there are similar projects. The BACWA ED requested that board delegate authority to Board Chair to sign non-financial MOU and the board members attending verbally agreed.

12 Informational: PFAS Phase 3 Kickoff with SFEI - BACWA RPM shared that slides from the meeting are in the packet, and the next meeting is scheduled for later in January.

13 Discussion: NMS Update - Alternative funding schedule - BACWA ED shared that Ian Wren will be contracting as the NMS program manager at SFEI.

14 Informational: EPA Region IX SF Bay Program Office funding update - BACWA ED shared the EPA has released a notice of funding opportunity, and discussed the timeline for assembling a grant application related to regional compliance with the Nutrients Watershed Permit.

15 Discussion: BACWA Video promotion - Amber Shipley, from Civic Edge, discussed the plan for promoting the “Wastewater 101” video through the Baywise website and social media.

OPERATIONAL

16 Discussion: AQPI as potential project of special benefit - BACWA ED shared status of establishing AQPI as a BACWA project of special benefit. The next step is for AQPI representatives to prepare a draft MOU.

17 Discussion: May 1 Annual Meeting Speaker Invitees - BACWA ED shared a list of invited regulator speakers at the Annual Meeting. BACWA ED shared a list of ideas for the sessions at the Annual Meeting, and she asked for input from attendees on topics. Group discussed possible Annual Meeting topics.

18 Discussion: BACWA leadership award - This is a follow up item from a discussion from Pardee. The BACWA ED shared that award was updated – the name and what the award is about. BACWA ED and a group agreed that awardee would receive a plaque and would be honored at the Annual Award.

Action Item: BACWA ED will provide updated application at February Board Meeting.

19 Discussion: BACWA Board Meeting dates through end of 2026 - Group reviewed the dates and decided on November 13 and December 11, 2026, and January 22, 2027 as BACWA Executive Board Meeting dates.

20 Informational: BACC Update BACWA AED shared that BACC bids will go live January 22, 2026, and be opened February 19, 2026.

REPORTS

21 Member highlights - Members shared highlights from their agencies.

22 Executive Director Report - in the packet

- 23 Board Calendar and Action Items - in the packet
- 24 Regulatory Program Manager Report - in the packet
- 25 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
- 26 Committee Updates from Committee Chairs
- 27 SUGGESTIONS FOR FUTURE AGENDA ITEMS**

NEXT MEETING

CLOSED SESSION to discuss personnel matters pursuant to California Government Code Section 54957 **12:15 pm**

There was no report-out from the closed session.

The next regular meeting of the Board is scheduled for February 20, 2026 EBMUD Orinda

ADJOURNMENT 1:15pm



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

January 20, 2026

MEMO TO: Bay Area Clean Water Agencies Executive Board
MEMO FROM: Phoebe Grow, Treasurer, East Bay Municipal Utility District
SUBJECT: Sixth Month FY 2026 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, 2025 through December 31, 2025** (Six months of Fiscal Year 2026). 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, January 27, 2026 9:23 AM
To: Houck, Matt
Subject: Re: December 2025 Treasurer's Report

Hi Matt - Thanks for the reminder! Report looks good, approved.

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

From: Houck, Matt <matt.houck@ebmud.com>
Sent: Tuesday, January 27, 2026 9:12 AM
To: Grow, Phoebe <phoebe.grow@ebmud.com>
Subject: FW: December 2025 Treasurer's Report

Hi Phoebe,

Just wanted to follow up on the December TR approval.

Thanks,

Matt Houck

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

From: Houck, Matt
Sent: Tuesday, January 20, 2026 9:29 AM
To: Grow, Phoebe <phoebe.grow@ebmud.com>
Subject: December 2025 Treasurer's Report

Hi Phoebe,

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

Let me know if you have any questions.

Thanks,

Matt Houck

Accountant III
East Bay Municipal Utility District



MONTHLY FINANCIAL SUMMARY REPORT

December 2025

Fund Balances

In FY26 BACWA has three operating funds (BACWA, Legal, and CBC) and one pass-through fund for which BACWA provides only contract administration services (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 December 31, 2025, was \$644,552, which is significantly higher than the target reserve of \$280,414 which is intended to cover 3 months of normal operating expenses based on the BACWA FY26 budget. \$604,581 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 \$39,971 unobligated.

CBC Fund: This fund provides the resources for completing special investigations as well as meeting regulatory requirements. The ending fund balance on December 31, 2025, was \$3,285,903 which is higher than the target reserve of \$1,000,000. \$789,536 of the ending fund balance is encumbered to meet line-item expenses for completion of the Group Annual Report contract, completion of the NBS Study, Recycled Water Evaluation, and the PFAS Regional Study. This leaves an actual unencumbered reserve balance of \$1,496,367 (i.e., actual fund balance of \$2,496,367 less target reserves) as of December 31, 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 December 31, 2025 (50% of the FY) are at 96%

Expenses as of December 31, 2025 (42% of the FY) are at 44%

FY 2026 Budget

|  | | | | | | | |
|--|---|--------------------|--|-----------------------------|---|-------------------|---|
| <u>BACWA FY26 BUDGET</u> | <u>Line Item Description</u> | <u>FY26 Budget</u> | <u>Projected Rev as of December 2025</u> | <u>Actual December 2025</u> | <u>Actual % of Budget December 2025</u> | <u>Variance</u> | <u>FY26 NOTES</u> |
| REVENUES & FUNDING | | | | | | | |
| Dues | Principals' Contributions | \$581,626 | \$581,626 | \$581,626 | 100% | \$0 | FY26: 5% increase 5 @ \$116,325 |
| | Associate & Affiliate Contributions | \$260,064 | \$218,910 | \$218,910 | 100% | -\$41,154 | FY26: 5% increase. 12 Assoc: \$9599.47 Affiliate: \$1922.55; UC Berkeley \$515, BAWSCA, rev Oct 2025 |
| Fees | Clean Bay Collaborative | \$675,000 | \$674,250 | \$674,250 | 100% | -\$750 | Same as FY25. Prin: \$450,000; Assoc/Affil: \$225,000 |
| | Nutrient Surcharge | \$1,750,000 | \$1,747,955 | \$1,747,955 | 100% | -\$2,045 | See Nutrient Surcharge Spreadsheet |
| | Member Voluntary Nutrient Contributions | | | | | | |
| Other Receipts | Non R2 Affiliate Members | \$5,768 | \$5,768 | \$5,768 | 100% | \$0 | Santa Rosa, Sac Reg'l, Vacaville, Ironhouse \$1922.55 / each |
| | BACC Admin Fees | \$40,468 | \$40,468 | \$0 | 0% | -\$40,468 | 400 hours of AED support \$101.17/hr |
| Air Toxics | CASA Passthrough | \$620,125 | \$620,125 | \$620,125 | 100% | \$0 | New in FY25 |
| Interest Income | LAIF | \$160,000 | \$160,000 | \$99,622 | 62% | -\$60,378 | BACWA, Legal, & CBC Funds invested in LAIF |
| | Total Revenue | \$4,093,051 | \$4,049,102 | \$3,948,256 | 96% | -\$144,795 | |
| EXPENSES | | | | | | | |
| Labor | | | | | | | |
| | Executive Director | \$229,612 | \$233,199 | \$97,166 | 42% | -\$132,445 | (incl 2.4% CPI SF Bay Metro Area Dec 2024), updated to 4% in May 2025 |
| | Assistant Executive Director | \$96,682 | \$98,193 | \$45,073 | 46% | -\$51,609 | (incl 2.4% CPI SF Bay Metro Area Dec 2024); \$81/hour; Reflects 1200 hours, updated to 4% in May 2025 |
| | BACC Administrator | \$40,468 | \$40,468 | \$21,870 | 54% | -\$18,598 | 400 hrs AED support at \$101.17 per hr |
| | Regulatory Program Manager | \$159,875 | \$162,373 | \$68,379 | 42% | -\$91,496 | (2.4% CPI SF Bay Metro Area Dec 2024); \$118.43/hour, Reflects 1350 hours, updated to 4% in May 2025 |
| | Total | \$526,636 | \$534,233 | \$232,489 | 44% | -\$294,148 | |
| Administration | | | | | | | |
| | EBMUD Financial Services | \$44,596 | \$44,596 | \$11,679 | 26% | -\$32,917 | 3% increase in FY26 |
| | Auditing Services | \$5,672 | \$5,672 | \$0 | 0% | -\$5,672 | Financial Auditors through EBMUD; per auditor rate schedule |
| | Administrative Expenses | \$4,059 | \$4,059 | \$742 | 18% | -\$3,317 | No change from FY25 |
| | Insurance | \$12,366 | \$12,366 | \$8,949 | 72% | -\$3,417 | 15% increase from FY25 (10-15% est. increase per Alliant) |
| | Total | \$66,693 | \$66,693 | \$21,370 | 32% | -\$45,323 | |
| Meetings | | | | | | | |
| | EB Meetings | \$4,200 | \$4,200 | \$1,192 | 28% | -\$3,008 | 20% increase from FY25 |
| | Annual Meeting | \$14,369 | \$14,369 | \$1,918 | 13% | -\$12,452 | No change from FY25 |
| | Pardee | \$4,000 | \$4,000 | \$2,353 | 59% | -\$1,647 | reduced from FY25 to align with actual expenses |
| | Misc. Meetings and conferences | \$10,000 | \$10,000 | \$4,636 | 46% | -\$5,364 | No change from FY25 |
| | Total | \$32,569 | \$32,569 | \$10,098 | 31% | -\$22,471 | |
| Communication | | | | | | | |
| | Website Hosting / Domain registration | \$758 | \$758 | \$0 | 0% | -\$758 | 2% increase from FY25, Go Daddy website hosting and domain registration |

FY 2026 Budget

| EXPENSES | | | | | | | |
|-----------------------|---|------------------|------------------|------------------|------------|-------------------|---|
| | File Storage | \$828 | \$828 | \$0 | 0% | -\$828 | 2% increase from FY25, box.net |
| | Website Development/Maintenance | \$1,656 | \$1,656 | \$0 | 0% | -\$1,656 | 2% increase from FY25 |
| | IT Support (As Needed) | \$2,870 | \$2,870 | \$0 | 0% | -\$2,870 | 2% increase from FY25 |
| | BACWA Value of Wastewater Communication | \$50,000 | \$50,000 | \$11,355 | 23% | -\$38,645 | New line item in FY24, no change from FY24 - TBD |
| | Other Communication | \$1,932 | \$1,932 | \$224 | 12% | -\$1,708 | 2% increase from FY25; MS Exchange, Survey Monkey, PollEv, Zoom, Netfile |
| | Total | \$58,044 | \$58,044 | \$11,579 | 20% | -\$46,466 | |
| Legal | | | | | | | |
| | Regulatory Support | \$20,000 | \$50,000 | \$1,507 | 8% | -\$18,493 | Decrease from FY25, Contract with Duane Morris - increased PO at Board's direction |
| | Executive Board Support | \$2,403 | \$2,403 | \$0 | 0% | -\$2,403 | No increase from FY25 |
| | Total | \$22,403 | \$52,403 | \$1,507 | 7% | -\$20,896 | |
| Committees | | | | | | | |
| | AIR | \$94,750 | \$94,750 | \$43,487 | 46% | -\$51,263 | \$93,750 consulting support, \$1k misc expenses - TBD |
| | BAPPG | \$148,060 | \$148,060 | \$64,398 | 43% | -\$83,662 | Includes Pest. Reg Spt. @ \$70; Pest. Prof Outreach @ \$19K; Media Consultant @ \$50K; website/unplanned is |
| | Asset Management Committee | \$500 | \$500 | \$0 | 0% | -\$500 | No change from FY25 |
| | BABC | \$120,000 | \$120,000 | \$49,778 | 41% | -\$70,222 | Formerly BACWA Biosolids, now BABC program management contract |
| | Collections System | \$1,000 | \$1,000 | \$0 | 0% | -\$1,000 | SSS WDR Support |
| | O&M Committee | \$1,500 | \$1,500 | \$322 | 21% | -\$1,178 | No change from FY25 |
| | Laboratory Committee | \$500 | \$500 | \$327 | 65% | -\$173 | No change from FY25 |
| | Permits Committee | \$500 | \$500 | \$327 | 65% | -\$173 | No change from FY25 |
| | Pretreatment | \$500 | \$500 | \$0 | 0% | -\$500 | No change from FY25 |
| | Recycled Water Committee | \$500 | \$500 | \$0 | 0% | -\$500 | No change from FY25 |
| | Misc Committee Support | \$45,000 | \$45,000 | \$0 | 0% | -\$45,000 | No change from FY25 |
| | Manager's Roundtable | \$1,000 | \$1,000 | \$445 | 45% | -\$555 | No change from FY25 |
| | Total | \$413,810 | \$413,810 | \$159,083 | 38% | -\$254,727 | |
| Collaboratives | | | | | | | |
| | Collaboratives | | | | | | |
| | State of the Estuary (SFEP-biennial) | \$20,000 | \$20,000 | \$20,000 | 100% | \$0 | Biennial in Even Fiscal Years |
| | Arleen Navarret Award | \$0 | \$0 | \$0 | | \$0 | Next Award will be disbursed in FY27 |
| | BayCAN | \$5,000 | \$1,500 | \$1,500 | 30% | -\$3,500 | |
| | Bay Area One Water Network | \$5,000 | \$2,000 | \$2,000 | 40% | -\$3,000 | Donation due in FY26 - Support for lunch at kickoff meeting |
| | Bruce Wolfe Scholarship | \$4,000 | \$4,000 | \$0 | 0% | -\$4,000 | FY22, FY23, FY24, FY25 FY26 |
| | Our Water Our World Program | \$10,000 | \$10,000 | \$0 | 0% | -\$10,000 | Previously included in BAPPG Budget |
| | National Stewardship Action Council | \$10,000 | \$10,000 | \$10,000 | 100% | \$0 | Previously included in BAPPG Budget |
| | California Product Stewardship Council | \$10,000 | \$10,000 | \$10,000 | 100% | \$0 | Previously included in BAPPG Budget |
| | Passthrough to CASA for air toxics | \$620,125 | \$620,125 | \$619,125 | 100% | -\$1,000 | New line item in FY24 |
| | Misc | \$1,500 | \$1,500 | \$0 | 0% | -\$1,500 | NBWA |
| | Total | \$685,625 | \$679,125 | \$662,625 | 97% | -\$23,000 | |
| Other | | | | | | | |
| | Unbudgeted Items | | | | | | |
| | Other | | | | | | |
| Tech Support | | | | | | | |
| | Technical Support | | | | | | |
| | Nutrients | | | | | | |
| | Watershed Permit NMS Contribution | \$2,200,000 | \$2,200,000 | \$1,100,000 | 50% | -\$1,100,000 | Permit required funding for 3rd Watershed Permit Science Studies |
| | NMS Voluntary Contributions | | | \$0 | 13 | | |

FY 2026 Budget

| EXPENSES | | | | | | | |
|-----------------|--------------------------------------|--------------------|--------------------|--------------------|------------|---------------------|--|
| | Additional work under permit | \$100,000 | \$100,000 | \$0 | 0% | -\$100,000 | Discretionary work including trading |
| | Nutrient Workshop(s) | \$0 | \$0 | \$0 | | | Pilot Studies/Plant Review/Innovative Technologies; Might change |
| | NMS Reviewer | \$50,000 | \$50,000 | \$2,063 | 4% | -\$47,938 | No change from FY25 - will need new contractor |
| | Regional Nutrient Compliance Support | \$250,000 | \$250,000 | \$65,069 | 26% | -\$184,931 | New item in FY25 |
| | General Tech Support | \$100,000 | \$100,000 | \$35,000 | 35% | -\$65,000 | Eg. Nutrients, biosolids |
| | CEC Investigations | \$50,000 | \$50,000 | \$0 | 0% | -\$50,000 | PFAS Study Phase 3 |
| | Risk Reduction | \$12,500 | \$12,500 | \$3,275 | 26% | -\$9,225 | Will plan new risk reduction tasks for current Hg/PCB Watershed Permit |
| | Total | \$2,762,500 | \$2,762,500 | \$1,205,406 | 44% | -\$1,557,094 | |
| | TOTAL EXPENSES | \$4,568,281 | \$4,599,377 | | | | |
| | NET INCOME BEFORE TRANSFERS | -\$475,230 | | | | | |
| | TRANSFERS FROM RESERVES | \$475,230 | | | | | aligns with strategy of drawing down reserves to lessen impact of Nutrient Surcharge |
| | NET INCOME AFTER TRANSFERS | \$0 | | | | | |
| | TOTAL OPERATING BUDGET | \$1,121,656 | | | | | |
| | OPERATING RESERVE | \$280,414 | | | | | |
| | | | | | | | |
| | | | | | | | |

BACWA Fund Report as of December 31, 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 | 242,041 | 860,267 | 457,756 | 644,552 | 604,581 | 39,971 |
| 604 | LEGAL RSRV | 300,000 | - | - | 300,000 | - | 300,000 |
| 605 | CBC | 2,024,054 | 2,467,256 | 1,205,407 | 3,285,903 | 789,536 | 2,496,367 |
| | SUBTOTAL 1 | 2,566,095 | 3,327,523 | 1,663,163 | 4,230,455 | 1,394,117 | 2,836,338 |
| 602 | BABC | 293,689 | 10,092 | 60,000 | 243,781 | - | 243,781 |
| 606 | BACC | 42,532 | 3,029 | 51,870 | (6,309) | 18,818 | (25,127) |
| 607 | BACC LEGAL RSRV | 120,000 | 30,000 | - | 150,000 | - | 150,000 |
| 610 | WOT | 259,176 | - | - | 259,176 | - | 259,176 |
| 612 | CASA Air Toxics | - | 620,125 | 619,125 | 1,000 | - | 1,000 |
| | SUBTOTAL 2 | 715,397 | 663,246 | 730,995 | 647,648 | 18,818 | 628,830 |
| | GRAND TOTAL | 3,281,492 | 3,990,769 | 2,394,158 | 4,878,103 | 1,412,935 | 3,465,168 |

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 | 242,041 | 860,267 | 457,756 | 644,552 | (73,189) | 15,712 | 587,075 | 587,075 | - | 0% | - | - | priority # 6 for allocation |
| 604 | LEGAL RSRV | 300,000 | - | - | 300,000 | - | - | 300,000 | - | 300,000 | 12% | - | - | priority # 1 for allocation |
| 605 | CBC | 2,024,054 | 2,467,256 | 1,205,407 | 3,285,903 | (321,742) | - | 2,964,161 | 857,217 | 2,106,944 | 82% | - | - | priority # 3 for allocation |
| | SUBTOTAL 1 | 2,566,095 | 3,327,523 | 1,663,163 | 4,230,455 | (394,931) | 15,712 | 3,851,236 | 1,444,292 | 2,406,944 | 94% | - | - | |
| 602 | BABC | 293,689 | 10,092 | 60,000 | 243,781 | - | - | 243,781 | 243,781 | - | 0% | - | - | priority # 4 for allocation |
| 606 | BACC | 42,532 | 3,029 | 51,870 | (6,309) | - | - | (6,309) | (6,309) | - | 0% | - | - | |
| 607 | BACC LEGAL RSRV | 120,000 | 30,000 | - | 150,000 | - | - | 150,000 | - | 150,000 | 6% | - | - | priority # 2 for allocation |
| 610 | WOT | 259,176 | - | - | 259,176 | - | - | 259,176 | 259,176 | - | 0% | - | - | priority # 5 for allocation |
| 612 | CASA Air Toxics | - | 620,125 | 619,125 | 1,000 | (67,125) | - | (66,125) | (66,125) | - | 0% | - | - | |
| | SUBTOTAL 2 | 715,397 | 663,246 | 730,995 | 647,648 | (67,125) | - | 580,523 | 430,523 | 150,000 | 6% | - | - | |
| | GRAND TOTAL | 3,281,492 | 3,990,769 | 2,394,158 | 4,878,103 | (462,056) | 15,712 | 4,431,759 | 1,874,815 | 2,556,944 | 100% | - | - | |

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

| | | | | | |
|--|------------------|-----|-------|------------------|---|
| Reconciliation to Trial Balance | | STB | 29020 | - | |
| Per Report above: | | STB | 14930 | 2,556,944 | |
| General | 3,327,523 | STB | 15050 | 1,874,815 | |
| WOT, BABC, & BACC | 663,246 | | | 4,431,759 | - |
| PROP | - | STB | 16300 | 462,056 | |
| subtotal | 3,990,769 | STB | 21350 | (15,712) | |
| | | | | 4,878,103 | - |

Trial Balance Revenue Accounts

| | | |
|-------------------|-----------------|--------------------|
| 40100 | Interest | (102,651) |
| 40101 | Mem Contrib | (1,886,000) |
| 40102 | Transfer | (30,000) |
| 40103 | Assoc Contrib | (215,663) |
| 40104 | Other | (1,756,455) |
| 47310 | State Grant | - |
| 47320 | Grant Retention | - |
| subtotal | | (3,990,769) |
| Difference | | - |

BACWA Revenue Report as of December 31, 2025

| Cost Center Code | Cost Center Description | Program Segment Description | Program Segment Value | Amended Budget | Current Period | FY26 - Year to Date | Unobligated |
|--------------------|-------------------------------|--------------------------------|-----------------------|-----------------------|--------------------|-----------------------|--------------------|
| 600 | Bay Area Clean Water Agencies | BABC - AED and RPM Support | 6200 | - | - | - | - |
| | | BACC - AED Support | 6199 | (40,468.00) | - | - | 40,468.00 |
| | | BDO Affil/CS/Assoc Dues | 6104 | - | - | (44,733.65) | (44,733.65) |
| | | BDO Affiliate/Associate Dues | 6103 | - | - | (46,141.20) | (46,141.20) |
| | | BDO Assoc.&Affiliate Contr | 6102 | (260,064.00) | - | (124,788.30) | 135,275.70 |
| | | BDO Fund Transfers | 6141 | - | - | - | - |
| | | BDO Member Contributions | 6101 | (581,626.00) | - | (581,625.00) | 1.00 |
| | | BDO Non-Member Contr AIR | 6136 | - | - | - | - |
| | | BDO Other Receipts | 6105 | - | - | - | - |
| | | BDO Other Receipts (Misc) | 6140 | - | - | (2,732.00) | (2,732.00) |
| | | BDO- Interest Income from LAIF | 6142 | (160,000.00) | (11,784.28) | (54,478.99) | 105,521.01 |
| | | BDO-Alternative Investment Inc | 6143 | - | - | - | - |
| | | Non R2 Affiliate Members | 6135 | (5,768.00) | - | (5,767.65) | 0.35 |
| 600 Total | | | | (1,047,926.00) | (11,784.28) | (860,266.79) | 187,659.21 |
| 602 | Bay Area Biosolids Coalition | BDO Fund Transfers | 6141 | - | - | - | - |
| | | BDO Member Contributions | 6101 | - | - | (10,000.00) | (10,000.00) |
| | | BDO- Interest Income from LAIF | 6142 | - | - | (92.11) | (92.11) |
| 602 Total | | | | | | (10,092.11) | (10,092.11) |
| 605 | Clean Bay Collaborative | BDO Fund Transfers | 6141 | - | - | - | - |
| | | BDO Member Contributions | 6101 | (675,000.00) | - | (674,250.00) | 750.00 |
| | | BDO Other Receipts | 6105 | (1,750,000.00) | - | (1,747,955.00) | 2,045.00 |
| | | BDO- Interest Income from LAIF | 6142 | - | - | (45,051.37) | (45,051.37) |
| 605 Total | | | | (2,425,000.00) | | (2,467,256.37) | (42,256.37) |
| 606 | Bay Area Chemical Consortium | BDO Member Contributions | 6101 | - | - | - | - |
| | | BDO- Interest Income from LAIF | 6142 | - | - | (3,028.96) | (3,028.96) |
| 606 Total | | | | | | (3,028.96) | (3,028.96) |
| 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 | (620,125.00) | - | (620,125.00) | - |
| 612 Total | | | | (620,125.00) | | (620,125.00) | |
| Grand Total | | | | (4,093,051.00) | (11,784.28) | (3,990,769.23) | 102,281.77 |

BACWA Treasurer's Report Expenses and Encumbrances

Period Covering July 1, 2025 through December 31, 2025

| Cost Center Code | Program Segment Description | Program Segment Value | Amended Budget | Obligated Fiscal Year to Date | Unobligated |
|--------------------|---|-----------------------|---------------------|-------------------------------|--------------------|
| 600 | AIR-Air Issues&Regulation Grp | 6153 | 94,750.00 | 98,250.74 | (3,500.74) |
| | AS-Assistant Executive Directo | 6175 | 98,193.00 | 98,193.00 | - |
| | AS-Audit Services | 6180 | 5,672.00 | - | 5,672.00 |
| | AS-BACWA Admin Expense | 6173 | 4,059.00 | 741.80 | 3,317.20 |
| | AS-EBMUD Financial Services | 6176 | 44,596.00 | 43,297.00 | 1,299.00 |
| | AS-Executive Director | 6174 | 233,199.00 | 233,199.00 | - |
| | AS-Insurance | 6177 | 12,366.00 | 8,949.35 | 3,416.65 |
| | AS-Regulatory Program Manager | 6179 | 162,373.00 | 162,373.00 | - |
| | Administrative Support | 6178 | - | - | - |
| | Asset Management Committee | 6213 | 500.00 | - | - |
| | BABC | 6147 | 120,000.00 | 120,000.00 | - |
| | BACWA Value of Wastewater Communication | 6211 | 50,000.00 | 43,020.48 | 6,979.52 |
| | BC-BAPPG | 6152 | 148,060.00 | 143,316.38 | 4,743.62 |
| | BC-Collections System | 6144 | 1,000.00 | - | 1,000.00 |
| | BC-Laboratory Committee | 6149 | 500.00 | 326.87 | 173.13 |
| | BC-Manager's Roundtable | 6154 | 1,000.00 | 445.00 | 555.00 |
| | BC-Miscellaneous Committee Sup | 6150 | 45,000.00 | 5,753.75 | 39,246.25 |
| | BC-Permit Committee | 6145 | 500.00 | 326.87 | 173.13 |
| | BC-Pretreatment Committee | 6151 | 500.00 | - | 500.00 |
| | BC-Water Recycling Committee | 6146 | 500.00 | - | 500.00 |
| | Bay Area One Water Network | 6209 | 5,000.00 | 2,000.00 | 3,000.00 |
| | Bruce Wolf Scholarship | 6210 | 4,000.00 | - | 4,000.00 |
| | CAR-BACWA File Storage | 6165 | 828.00 | - | 828.00 |
| | CAR-BACWA IT Software | 6167 | 1,932.00 | 223.54 | 1,708.46 |
| | CAR-BACWA IT Support | 6166 | 2,870.00 | - | 2,870.00 |
| | CAR-BACWA Website Dev/Maint | 6163 | 1,656.00 | - | 1,656.00 |
| | CAR-BACWA Website Hosting | 6164 | 758.00 | - | 758.00 |
| | CAS-Arleen Navaret Award | 6160 | - | - | - |
| | CAS-BayCAN | 6204 | 5,000.00 | 1,500.00 | - |
| | CAS-Misc Collaborative Sup | 6162 | 1,500.00 | - | 1,500.00 |
| | CAS-PSSEP | 6157 | 20,000.00 | 20,000.00 | - |
| | CAS-Stanford ERC | 6159 | - | - | - |
| | California Product Stewardship Council | 6216 | - | 10,000.00 | (10,000.00) |
| | GBS-Meeting Support-Annual | 6170 | 14,369.00 | 1,917.50 | 12,451.50 |
| | GBS-Meeting Support-Exec Bd | 6169 | 4,200.00 | 1,192.04 | - |
| | GBS-Meeting Support-Misc | 6172 | 10,000.00 | 4,635.77 | - |
| | GBS-Meeting Support-Pardee | 6171 | 4,000.00 | 2,353.11 | - |
| | LS-Executive Board Support | 6156 | 20,000.00 | - | 20,000.00 |
| | LS-Regulatory Support | 6155 | 2,403.00 | 50,000.00 | (47,597.00) |
| | National Stewardship Action Council | 6215 | 10,000.00 | 10,000.00 | - |
| | O&M Committee | 6148 | 1,500.00 | 321.88 | 1,178.12 |
| | WQA-CE-Nature Based Solutions | 6196 | - | - | - |
| | Write-Off Doubtful Accounts | 6208 | - | - | - |
| 600 Total | | | 1,132,784.00 | 1,062,337.08 | 56,427.84 |
| 602 | AS-Assistant Executive Directo | 6175 | - | - | - |
| | AS-Regulatory Program Manager | 6179 | - | - | - |
| | Academia Research & Development | 6203 | - | - | - |
| | Administrative Support | 6178 | - | 60,000.00 | (60,000.00) |
| | BDO Contract Expenses | 6186 | - | - | - |
| | Collateral Development | 6197 | - | - | - |
| | Program Manager Expense | 6202 | - | - | - |
| | Technology Research & Development | 6206 | - | - | - |
| 602 Total | | | | 60,000.00 | (60,000.00) |
| 605 | Recycled Water Evaluation | 6198 | - | - | - |
| | WQA - CEC Investigations | 6201 | 50,000.00 | - | 50,000.00 |
| | WQA-CE Addl Work Under Permit | 6191 | 100,000.00 | 779,942.62 | (679,942.62) |
| | WQA-CE Risk Reduction | 6190 | 12,500.00 | 50,000.00 | (37,500.00) |
| | WQA-CE Voluntary Nutr Contrib | 6193 | - | - | - |
| | WQA-CE-Nature Based Solutions | 6196 | - | - | - |
| | WQA-CE-Nutrient WS Permit Comm | 6188 | 2,200,000.00 | 1,100,000.00 | 1,100,000.00 |
| | WQA-CE-Technical Support | 6181 | 100,000.00 | 35,000.00 | 65,000.00 |
| | WQA-NMSReviewer | 6205 | 50,000.00 | 30,000.00 | 20,000.00 |
| 605 Total | | | 2,512,500.00 | 1,994,942.62 | 517,557.38 |
| 606 | AS-BACWA Admin Expense | 6173 | - | - | - |
| | AS-Regulatory Program Manager | 6179 | - | - | - |
| | Administrative Support | 6178 | 40,468.00 | 40,687.60 | (219.60) |
| | BDO Fund Transfers | 6141 | - | 30,000.00 | (30,000.00) |
| | CAR-BACWA IT Support | 6166 | - | - | - |
| | GBS-Meeting Support-Misc | 6172 | - | - | - |
| 606 Total | | | 40,468.00 | 70,687.60 | (30,219.60) |
| 610 | Administrative Support | 6178 | - | - | - |
| | BDO Contract Expenses | 6186 | - | - | - |
| 610 Total | | | | | |
| 612 | Passthrough to CASA for air toxics | 6212 | 620,125.00 | 619,125.00 | 1,000.00 |
| 612 Total | | | 620,125.00 | 619,125.00 | 1,000.00 |
| Grand Total | | | 4,305,877.00 | 3,807,092.30 | 484,765.62 |



EXECUTIVE BOARD AUTHORIZATION REQUEST

AGENDA NO.: 3

MEETING DATE: February 20, 2026

TITLE: Request for BACWA Executive Board Approval to Execute Amendment #2 to Agreement with HDR Engineering, Inc. for subconsultant The Freshwater Trust to develop Trading Framework, not to exceed \$ 597,445.

RECEIPT DISCUSSION RESOLUTION APPROVAL

RECOMMENDED ACTION

Authorize the execution of an amendment to the agreement with HDR Engineering, Inc. to support a Regional Planning Study as part of the Compliance Support for the 2024 Nutrient Watershed Permit compliance. The amendment is for an amount not to exceed \$597,445 for The Freshwater Trust (TFT) to develop a nutrient trading framework, with \$225,000 initial authorization.

SUMMARY

The 2024 Nutrient Watershed Permit was adopted by the San Francisco Regional Water Quality Control Board (Water Board) in July 2024 and became effective on October 1, 2024. The Watershed Permit also requires the development of a Regional Plan to Reduce TIN Discharges. This Regional Plan may include the proposal of a trading program (Provision 6.3.4.f).

After a competitive solicitation in 2024, BACWA selected HDR Consultants to perform the Regional Plan, an effort which began with the development of a Scoping Plan, due to the San Francisco Bay Regional Water Board by July 1, 2025. The HDR proposal included TFT as a subconsultant to perform work associated with a trading program. In December 2025, TFT completed the San Francisco Bay Water Quality Trading Feasibility Assessment, which concluded that a point-to-point Water Quality Trading program is likely a viable compliance strategy. The next step is to develop a programmatic trading framework that could be approved by the Regional Water Board and implemented ahead of the 2029 permit reissuance.

The attached TFT Scope of Work #3 represents the first major phase of program establishment. It focuses on developing the scientific, financial, legal, and policy foundations necessary for a functioning WQT program. The full scope of work reflects a level of effort of \$597,445. This is a fairly extensive level of support and anticipates that BACWA receives funding from the EPA SF Bay Program Office. This approval would authorize \$225,000 of the total, with the option of authorizing the additional funds, or a portion thereof, based on whether the grant application to EPA is successful. If the proposal to EPA is unsuccessful, BACWA and The Freshwater Trust will have the opportunity to reevaluate the level of effort associated with this task and renegotiate the scope of work prior to BACWA authorizing additional funding.

FISCAL IMPACT

The Fiscal Year 2026 BACWA Budget approved April 18, 2025, included a line item of \$250,000 for the HDR contract. Any additional costs associated with this trading effort will be supplemented with funding from the General Technical Support line item in FY26. The upcoming FY27 budget will reflect any anticipated funding needs, based on whether the grant application to EPA is successful. The bulk of the work is anticipated for FY27.

ALTERNATIVES

1. Do not complete this work: This alternative is not recommended since the Tasks herein are requirements of the 3rd Nutrient Watershed Permit and the BACWA members are relying on BACWA to complete them on their behalf.
2. Select another consultant to conduct the work: This alternative is not recommended since HDR Engineering Inc. and TFT were selected through a competitive process to complete the work.

Attachments:

TFT Scope of Work #3

Amendment #2 For December 6, 2024 Contract with HDR Engineers

Approved: _____

Jackie Zipkin, Chair,
BACWA Executive Board

Date: _____

**AMENDMENT NO. 2
TO AGREEMENT BETWEEN
BAY AREA CLEAN WATER AGENCIES AND
HDR Engineering
FOR
Compliance Support for 2024 Nutrient Watershed Permit**

This Amendment No. 2 is made this 20th day of February 2026, in the City of Orinda, County of Contra Costa, State of California, to that certain agreement of December 6, 2024, by and between HDR Engineering and Bay Area Clean Water Agencies, (BACWA) (the “Agreement”) in consideration of the covenants hereinafter set forth.

1. BACWA and HDR Engineering agree to an increase of \$597,445.
2. The additional work is described by the attached The Freshwater Trust Scope of Work #3. The Freshwater Trust is a subconsultant to HDR Engineering.
3. BACWA authorizes HDR/ The Freshwater Trust to spent up to \$225,000 from this amendment. The remaining funding, or a portion thereof, may be authorized in writing at a later date.
4. Except as herein expressly modified, the Agreement will remain in full force and effect.

BAY AREA CLEAN WATER AGENCIES

By _____ Date
Jackie Zipkin, BACWA Chair

HDR Engineering

By _____ Date



The Freshwater Trust protects and restores freshwater ecosystems. Using science, technology, and incentive-based solutions, we are changing the course of conservation on a timeline that matters.

Scope of Work #3

Bay Area Clean Water Agencies

San Francisco Bay Water Quality Trading Program Establishment

February 13, 2026

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 SF Bay). In accordance with the Clean Water Act and California law, the San Francisco Bay Regional Water Quality Control Board (Regional Board) regulates the water quality of discharges, including from BACWA's members. The Regional Board issued a Nutrients Watershed Permit (Permit) in 2014 and issued its third iteration and most stringent iteration in 2024, following a harmful algal bloom in 2022.

The current Permit applies to each municipal wastewater utility that discharges to SF Bay and establishes a Final Effluent Limit requiring a 40% nitrogen load reduction bay-wide by 2034. Compliance with the final limit is determined in the aggregate, with the dischargers' individual limits used to measure compliance only if the aggregate limit is violated. The cost to achieve these load reductions will be significant—the regionwide cost is estimated between \$11 to \$14 billion.¹ The Permit will remain in effect through September 2029, at which time it is expected to be reissued to incorporate new information, and if appropriate, refine the 2034 final limits.

In December 2025, The Freshwater Trust (TFT) provided BACWA an analysis, *San Francisco Bay Water Quality Trading Feasibility Assessment: Initial Review and Recommendations*, which determined that WQT is likely a viable compliance strategy.² This analysis updated a prior TFT assessment from 2017, *Point-to-Point Source Water Quality Trading for Nutrients in the San Francisco Bay: Assessing the Viability & Mechanics of a Nutrient Credit Trading Program*. Given the need for compliance options, interest from dischargers, an enabling permit, and existence of scientific/modeling resources, the recommended was to proceed with program design and approval in 2026, followed by implementation and testing through 2030, and refinement through 2034 ahead of the Final Effluent Limit deadline.³

Objective

This third Scope of Work (Third SOW) describes professional services to advance development of a WQT program in the SF Bay, which would offer an alternative compliance strategy for satisfying the Total Inorganic Nitrogen (TIN) effluent limits in the Nutrients Watershed Permit. Building on the findings of the

¹ Michael Falk & Dave Clark, HDR, Memo, *Escalated Costs for the 3rd Nutrients Watershed Permit* (May 7, 2024), https://bacwa.org/wp-content/uploads/2024/05/BACWA_CostEscalation_Memo_20240507.pdf.

² The 2025 Report is available at: https://thefreshwatertrust.org/assets/storage/downloads/Final-SF-Bay-WQT-Report_2017.pdf

³ The 2017 Report is available on BACWA's website at: https://bacwa.org/wp-content/uploads/2026/01/TFT-Report-BACWA-WQT-Feasibility-Final_12.31.2025.pdf

2025 WQT Report, this work is intended to establish a programmatic trading framework (WQT Framework) to govern a viable point-to-point source WQT program that is supported by BACWA members and could be approved by the Regional Board. The purpose of this Third SOW is to resolve key outstanding questions (e.g., credit price, trading areas, trading ratios, and financial and legal considerations) necessary to develop a WQT program well ahead of the 2034 Final Effluent Limits deadline. This is intended to provide potential WQT program participants with the clarity, confidence, and certainty necessary to consider trading as an additional compliance alternative. The timing of this work relates to larger program development and testing as follows:

- **Phase I: Establish Program** (This Third SOW)
 - 2026 – Develop WQT Framework to govern trading program, with consideration for the Basin Plan Amendment. Propose WQT Framework to Regional Board.
- **Phase II: Pilot Test and Refine Program**
 - 2027 – Regional Board approval of proposed WQT Framework (anticipated); Develop supporting tools/systems for WQT program management; Initiate consideration of nonpoint source credits with focus on watershed nature-based solutions .
 - 2028-2030 – Execute pilot trades and refine WQT program as needed, during the 2029 Permit Renewal; Develop WQT Framework elements for nonpoint source credits, as appropriate.
- **Phase III: Deploy Program**
 - 2031-2034 – The WQT program will be fully operational, tested, and validated prior to the 2034 Final EL deadline.

PROPOSAL

TFT proposes this Third SOW comprised of the six tasks, with each task associated objectives, activities, and deliverables. Coordination with HDR and the San Francisco Estuary Institute (SFEI) is anticipated, as described. While tasks are defined, the workflow will be iterative as the findings and outcomes of individual tasks will influence each other.

Task 1 – Stakeholder and Regulatory Engagement

The objective of this task is to understand the perspectives of key stakeholders and regulators that will be involved in the SF Bay WQT Program. It is important to structure a program that is responsive to the needs of the participants, supported by regulatory authorities, and understood by stakeholders. This task will ensure a shared understanding of the trading program design. This task deepens the initial engagement with BACWA members started in 2025 under the previous scope and expands the outreach to the Regional Board.

To foster the support of key stakeholders and regulators, TFT will undertake the following activities:

- A. BACWA member engagement via listening sessions, surveys, site visits and one-on-one phone calls. Through discussions (some confidential), TFT will document and synthesize discharger viewpoints and needs related to a WQT program. This is critical to designing a program responsive to their needs and alleviate perceived or real risk of participating as buyers/sellers. TFT anticipates at least 50 unique engagements occurring via a combination of site visits, phone, video calls, and group meetings.
- B. BACWA member engagement will include interviews about treatment plans and costs (Task 2).

- C. Regional Board engagement to discuss viable options for trading program design, schedule, and approach that can later be considered for approval. Anticipate up to six meetings/calls.
- D. Consideration for the Basin Plan Amendment in relation to WQT program timing and design.

Task 1 Deliverables & Deadlines:

- 1. Presentation to BACWA members summarizing perspectives and needs, followed by open dialogue to ensure shared understanding.
Presentation to BACWA anticipated Spring, Summer, and Fall 2026.
- 2. Presentation to Regional Board with progress.
Presentation to Regional Board anticipated in Spring, Summer, and Fall 2026.

Task 1 Cost: \$109,525

Task 2 – Credit Price: Compliance Pathways, Costs, and Credit Supply/Demand

Credit prices for individual utilities are likely to vary based on market structure, trading areas and ratios, implemented technologies, O&M costs, and the duration of project benefits. To ensure the success of a WQT program and inform the dischargers’ compliance strategies, real credit costs and TIN reduction potential need to be meaningfully evaluated. Determining costs will require intentional and ongoing outreach with dischargers regarding their compliance pathways plans and technology investments. The following is needed to estimate credit price:

- Progress on facilities plans and technology alternatives, including cost estimates and projected TIN reductions.
- The timing of treatment technology installation, operation, and projected results.
- Separate capital costs vs. operation & maintenance costs to understand what a seller needs to recover via credit sales over time.
- Likely decisions on components of the WQT Framework that affect the non-technology/operational cost variables.

TFT will collaborate with HDR’s ongoing effort to understand compliance pathways, schedules, and rate-payer impacts. TFT proposes the following activities:

- A. Participate in HDR meetings with dischargers to understand financial costs and treatment plans.
- B. Via interviews, surveys (if necessary), and Group Annual Report (April 2026), identify priority capital and nature-based nutrient reduction projects that are most likely to be implemented under realistic regulatory, financial, and operational conditions.
- C. Estimate total pollutant reduction benefits and associated capital and lifecycle costs for priority projects (i.e., \$/TIN).
- D. Evaluate which entities benefit from each project type and identify likely cohorts of dischargers that could participate through trading or cost-sharing arrangements.
- E. Identify opportunities to treat below permit requirements in order to add long-term resilience to the SF Bay, proactively avoiding harmful algal blooms in the future.
- F. Coordinate with Task 1 (Stakeholder Engagement) to optimize efficiencies with BACWA Member outreach.

Task 2 Deliverables & Deadlines:

1. Presentation to BACWA on likely compliance pathways and the relation to WQT credit supply and demand, costs, and permit compliance.
Presentation to be provided by June 2026.
2. Methodology for dischargers to evaluate their specific cost/benefit scenarios related to participating as credit buyers or sellers.
Methodology to be completed by December 2026.
3. Credit cost estimation spreadsheet for dischargers' that can be used to optimize investment outcomes. Dischargers can use the spreadsheet to consider their potential role as buyers/sellers, and to understand specific project/utility transactions.
Beta Spreadsheet to be completed Sept 2026
Final Spreadsheet to be completed December 2026.
4. A memo summarizing credit costs and benefits (with associated error margins), supply and demand findings, as well as any outstanding data gaps identified.
Written memo to be completed by December 2026.

Task 2 Cost: \$100,500

Task 3 – Scientific Basis and Watershed Modeling

The goal of this task is to develop a scientifically objective basis for the SF Bay WQT program, which will be necessary for regulatory review of program design. This will occur by applying the best available scientific resources, including expert opinion, to inform the development of the WQT Framework. This is needed to ensure the trading program is compliant with local, state and federal laws, and is technically defensible—a condition for approval by the Regional Board. In particular, the WQT Framework must satisfy the Clean Water Act's anti-backsliding and antidegradation provisions and avoid the creation of localized "hotspots."⁴ For the SF Bay, this analysis is especially complicated given the dynamic estuary system, contributions of TIN from the Ocean and Delta, and seasonal dynamics (wet and dry seasons), among other factors. TFT proposes a collaboration with SFEI and other technical experts, as necessary, to support this analysis. TFT anticipates undertaking the following activities:

- A. Discuss with BACWA and the Regional Board the scientific questions and analysis needed to establish a scientific basis for informing nutrient trading considerations, then coordinate with scientific experts and SFEI to execute the analysis.
- B. Consider the best available scientific models appropriate to simulate the impact of various trading scenarios on water quality, with a focus on TIN concentrations, including SFEI tools, as available and appropriate, among others. Rely upon the established SFEI Nutrient Management Strategy (NMS) scientific advisory committee for oversight and review.
- C. Simulate likely trading scenarios with the best available existing and calibrated resources (i.e., SFEI TIN Source Apportionment model or another model, as appropriate), and/or via expert scientific opinion.
- D. Evaluate potential TIN hotspot risks associated with proposed trading areas and identify safeguards needed to ensure environmental compliance.

⁴ The EPA's discusses these provisions as they relate to WQT in the [Water Quality Trading Policy \(January 13, 2003\)](#).

- E. Develop proposed trading area concepts (e.g., baywide, sub-embayment, or hybrid) and associated trading ratios (if needed) to ensure compliance with Permit and applicable laws and regulations.

Task 3 Deliverables & Deadlines:

1. Progress update to inform the draft Framework.
Presentation to BACWA members and Regional Board with updates in Fall 2026
2. Technical report summarizing the scientific analysis, methods, and results.
Technical report to be completed by December 2026.

Task 3 Cost: \$108,475

Task 4 – Legal and Jurisdictional Considerations for Credit Financing

This WQT program will involve multiple dischargers committing ratepayer funds to projects that will be implemented by another discharger, possibly in a different region of SF Bay. The objective of this task is to identify and overcome any potential barriers to cross-jurisdictional participation between dischargers for nutrient reduction projects and trading arrangements. Specifically, this will require understanding what legal documents will be required by state, regional, and local law to support cross-jurisdictional investment by dischargers; understanding how lenders will treat these multi-party transactions (including an assessment of blended credit ratings, rate base commitments, etc.); working through Proposition 218 and related challenges; and, understanding the political pathways that individual dischargers will need to navigate in order to provide the requisite financial and contractual certainty to participate. These implications need to be well understood for both sellers (e.g., dischargers that over-build and sell excess credits) and buyers (e.g., dischargers that contribute funding to TIN-reduction projects undertaken by dischargers). Overall, TFT intends for this work to support planning-level decision-making by potential WQT participants by increasing certainty that dischargers' ratepayer funds can be used to support projects in other jurisdictions in exchange for water quality credits. Accordingly, TFT will undertake the following activities, with the support of California licensed attorneys, as necessary:

- A. Evaluate legal, policy, and administrative considerations (e.g., Proposition 218) related to using rate-payer funds for projects and credit purchases and related investments across jurisdictional boundaries.
- B. Identify and assess potential financing structures, including how projects funded by multiple dischargers may qualify for and secure necessary financing.
- C. Track related policy and regulatory updates, including the Basin Plan Amendment, that may affect a SF Bay WQT Program.

Task 4 Deliverables & Deadlines:

1. Legal memorandum prepared with oversight from a California attorney detailing the potential funding constraints and options to address any such constraints (e.g., Proposition 218).
Legal Memorandum to be completed by June 2026.
2. Summary of research into the options for structuring a credit trade agreement. The findings detailed in the written summary will be used to inform components of the template trade agreement (e.g., duration/term, risk minimization) developed under Task 5.

Summary to be completed by September 2026

3. Options memorandum describing funding and financing pathways, constraints, and implementation considerations.

Options Memorandum due by November 30, 2026

Task 4 Cost: \$99,560

Task 5 – Programmatic WQT Framework

Based on the findings from the analysis on credit cost, supply and demand, watershed modeling, credit financing limitations, and needs of the program participants (Tasks 1-4), TFT will develop a proposed WQT Framework that will establish the rules and procedures for a WQT program for SF Bay dischargers in advance of the 2029 Basin Plan amendment. This WQT Framework will formalize the rules of the trading program and become an enforceable component of the Permit following regulatory approval by the Regional Board. To develop the WQT Framework for Regional Board consideration, TFT will complete the following activities:

- A. Develop the conceptual structure for a multi-party point-to-point source trading program, including roles of participants, regulators, and other involved parties (e.g., a central facilitator).
- B. With input from BACWA, identify and evaluate key policy choices affecting trading program operation, such as trading ratios, reserve pools, baselines, and credit characteristics.
- C. Define core trading program operation and management functions, including transaction facilitation, credit tracking, compliance reporting, and data management.
- D. Develop a proposed credit purchase agreement template (based on the findings of Task 4) for formalizing credit transactions between credit buyers and sellers.
- E. Following the completion of the initial draft WQT Framework, hold discussions with BACWA members and other relevant stakeholders to solicit feedback on the initial draft WQT Framework then make responsive revisions to the extent such revisions are scientifically defensible and consistent with an efficient, effective, and legally sound WQT program.
- F. Prepare a final draft WQT Framework to share with the Regional Board and solicit feedback from relevant Regional Board staff.
- G. Develop a final proposed WQT Framework that incorporates Regional Board feedback and pursue a Permit modification process to formally incorporate the WQT Framework into the Permit. Note, this activity depends on support from the Regional Board; a Permit modification process is up to the Regional Board’s discretion.

Task 5 Deliverables & Deadlines:

1. Prepare an initial draft WQT Framework and solicit BACWA member input.
Initial draft WQT Framework to be provided to stakeholders by September 2026.
Stakeholder input received and incorporated by October 2026.
2. Prepare final draft WQT Framework for Regional Board review and feedback.
Final draft WQT Framework to be provided to Regional Board in October 2026.
Regional Board input received and incorporated by December 2026.

3. Deliver final proposed WQT Framework to Regional Board and coordinate with Regional Board staff to commence process to incorporate the WQT Framework into the Permit.
Final proposed WQT Framework to Regional Board in December 2026.

Task 5 Cost: \$135,655

Task 6 – Project Management

Throughout the duration of this Third 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 a minimum of once per month to review the progress on the Third SOW as well as budget, schedule, and deliverables. TFT shall prepare monthly invoices that include:

- A description of the work performed during the billing period.
- The total amount of compensation for the SOW, the total invoiced in the current invoice, the cumulative total invoiced, and the amount remaining in the contract.
- The invoice amounts for work completed during the current invoice period by task, as well as the cumulative total invoiced for each task, the amount of compensation remaining for each task, and the progress towards completing each task (as a percentage).
- Needs for additional information or review from BACWA or its members, HDR, and SFEI.
- Any scope, schedule, or budget issues and changes.

Task 6 Deliverables & Deadlines:

1. Arrange recurring meetings with BACWA staff.
Task ongoing for duration of Scope of Work.
2. Prepare and submit monthly invoices.
Task ongoing for duration of Scope of Work.

Task 6 Cost: \$43,730

Total Fixed Price Project Cost: \$597,445

TFT will submit monthly invoices as outlined in Task 6 (Project Management). TFT will not invoice more than \$225,000 before June 30, 2026 without prior written approval from BACWA.

SCHEDULE

TFT shall begin performance following the execution of the contract, anticipated to occur in February 2026. TFT will complete all services no later than December 31, 2026. This Scope of Work is anticipated to be completed within an agreed-upon budget and schedule to be finalized upon authorization to proceed. Tasks may be refined or sequenced as needed based on findings and stakeholder input.

| | February | March | April | May | June | July | August | September | October | November | December |
|--|----------|-------|-------|-----|------|------|--------|-----------|---------|----------|----------|
| Task 1: Stakeholder Engagement | | | | | | | | | | | |
| Task 2: Credit Cost | | | | | | | | | | | |
| Task 3: Scientific Basis & Modeling | | | | | | | | | | | |
| Task 4: Legal Jurisdiction & Financing | | | | | | | | | | | |
| Task 5: WQT Framework | | | | | | | | | | | |
| Task 6: Project Management | | | | | | | | | | | |

ASSUMPTIONS

The proposed work assumes productive collaboration with external parties, including HDR and SFEI. In the event that these collaborations are not sufficient to support execution of this Third SOW, the proposed budget and timeline may need to be modified.

Funding to support SFEI effort is not included. SFEI indicates that their funding would be covered by the SFB Nutrient Management Strategy program, pending approval by the NMS Steering Committee through the NMS' annual planning process. Changes to this assumption may impact the proposed scope and timeline.

TFT anticipates that BACWA members and the Regional Board will provide feedback within one month of receiving the draft WQT Framework. Any delays may affect subsequent timelines.

LIMITATIONS

Approval of a WQT program, like any regulatory decision, is the discretion of the Regional Board.

TFT will attempt to reconcile conflicting stakeholder input related to program design. When stakeholder alignment is not possible, TFT will clearly present the various perspectives and associated considerations then suggest the approach TFT believes is best based on its expertise.

The scope and budget assumes efficient use of existing watershed models to simulate TIN trading scenarios and does not include development or calibration of new watershed models.

This Third SOW does not include consideration of nonpoint source loading or the potential to incorporate nonpoint source activities into the WQT Framework. Such activities may be investigated in future phases of work.

We appreciate the opportunity to provide this proposal. Who to contact for next steps:

Chris Thomas

Senior Attorney & Policy Specialist

CThomas@thefreshwatertrust.org

Jessica Fox

Director – Integrated Compliance Solutions

Jessica.Fox@thefreshwatertrust.org





AGENDA NO.: 4

MEETING DATE: February 20, 2026

TITLE: Request for BACWA Executive Board Approval for Contract with San Francisco Estuary Institute (SFEI) for Phase 3 Regional PFAS Study, in an amount not to exceed \$100,000

RECEIPT DISCUSSION RESOLUTION APPROVAL

RECOMMENDED ACTION

Authorize contract with San Francisco Estuary Institute (SFEI) for implementation of the study *Per- and Polyfluoroalkyl Substances Monitoring for Bay Area Publicly-Owned Treatment Works, Phase 3: Investigation of PFAS Sources in Sewershed to Inform Management*, in an amount not to exceed \$100,000.

SUMMARY

In 2020, the State Water Board issued a 13267 Investigative Order to Publicly-Owned Treatment Works (POTWs) around the State to complete one year of monitoring for a suite of Per- and Polyfluoroalkyl Substances (PFAS) compounds in influent, effluent, and biosolids. Region 2 POTWs were excluded from this Order with the understanding that they would work with SFEI’s San Francisco Bay Regional Monitoring Program (RMP) to develop a POTW monitoring study that focuses more on data management and synthesis, in return for reduced monitoring compared to the 13267 Order. BACWA subsequently funded and managed two phases of Regional PFAS Study on behalf of its members, both of which were completed by SFEI under contract to BACWA. The findings were published in a peer-reviewed journal ([link](#)) and in a scientific report available from SFEI ([link](#)).

The proposed Phase 3 study will build on the successes of Phase 1 and Phase 2 of the Regional PFAS Study, while making connections to other scientific investigations of PFAS now underway at SFEI. Phase 3 of the Regional PFAS Study is being conducted as part of a larger project [PFAS Sources to Solutions: Identifying and Preventing PFAS Pollution in San Francisco Bay](#). In August 2023, BACWA pledged \$100,000 of matching funds towards the project when it was still in the proposal phase. The grant proposal was successful, and the project is being funded by EPA. BACWA pledged to support the wastewater-related elements of the overall project, including SFEI’s costs for sampling design and data analyses. Unlike in the previous two phases, when BACWA also funded laboratory analytical costs, grant funding from EPA will be used to cover laboratory analytical costs for the Phase 3 study.

SFEI has developed a scope of work for Phase 3 that addresses the following research questions:

- What are relative PFAS loadings from POTWs to the San Francisco Bay compared to urban stormwater runoff?
- Are there observed temporal trends in PFAS levels in wastewater?
- What are relative PFAS mass loadings from monitored sewershed sources (e.g. residential customers, landfill leachate, car wash, industrial/commercial laundry) to POTWs?

Tasks to be undertaken by SFEI in Phase 3 are listed below:

- Task 1: Project Management
- Task 2: Sampling and Analysis Plan (SAP) Development
- Task 3: SAP Implementation
- Task 4: Data Analysis and Report

Sampling of influent, effluent, and sewersheds will be conducted by BACWA member agencies, and is being planned for the 2026 dry season. SFEI anticipates completing the study by December 31, 2027, but the contract end date is June 30, 2028 to account for potential delays in receiving results from the analytical laboratory.

SFEI developed the scope of work to match the budget of \$100,000 that is based on BACWA's 2023 pledge of support. Work will be conducted under the direction of Mary Cousins, BACWA Regulatory Program Manager.

FISCAL IMPACT

BACWA's FY26 Annual Budget includes \$50,000 for the PFAS Study Phase 3 under the line item "CEC Investigations." The project schedule extends through December 31, 2028, so a significant portion of the contract is expected to be funded from the FY27 and FY28 Annual Budgets. The draft FY27 Annual Budget also identifies \$50,000 for the study.

ALTERNATIVES

1. No alternatives are considered for this item, as BACWA pledged to complete the study in 2023 as part of the *PFAS Sources to Solutions* grant proposal, and the scope of work was developed in consultation with BACWA staff and member agency staff.

Attachments: Contract with San Francisco Estuary Institute

Approved: _____
Jackie Zipkin, Chair,
BACWA Executive Board

Date: February 20, 2026

Exhibit A

Scope of Work (SOW)

Professional Services by San Francisco Estuary Institute (SFEI)

Period of 2/20/2026 – 12/31/2027

Scope of Work: Per- and Polyfluoroalkyl Substances Monitoring for Bay Area Publicly-Owned Treatment Works, Phase 3: Investigation of PFAS Sources in Sewershed to Inform Management

Objective: Following up from Per- and Polyfluoroalkyl Substances (PFAS) Monitoring for Bay Area Publicly-Owned Treatment Works, Phase 2 study, San Francisco Estuary Institute (SFEI) will develop and implement a third phase study to further investigate PFAS in matrices from Bay Area Publicly-Owned Treatment Works (POTWs) to inform the management of PFAS at the local, regional, and state level. This study supports BACWA's partnership and match funding for the project: *PFAS Sources to Solutions: Identifying and Preventing PFAS Pollution in San Francisco Bay* (PFAS Sources to Solutions), a project funded by the US EPA San Francisco Bay Water Quality Improvement Fund.

Tasks to be undertaken by SFEI in Phase 3 consist of project management, study design, coordination of sample collection, data analysis and reporting (described in Tasks 1 through 4 below). This study will be conducted in collaboration with BACWA members (Study Participants) who have volunteered to collaborate by supporting study design and collecting samples in their sewersheds.

This Scope of Work does not include the cost of laboratory analysis of samples, data management and quality assurance, and final report. That work is covered separately by the PFAS Sources to Solutions project.

Some of the management questions that will be informed via Phase 3 include the following:

- What are relative PFAS loadings from POTWs to the San Francisco Bay compared to urban stormwater runoff?
- Are there observed temporal trends in PFAS levels in wastewater?
- What are relative PFAS mass loadings from monitored sewershed sources (e.g. residential customers, landfill leachate, car wash, industrial/commercial laundry) to POTWs?

Task 1: Project Management

SFEI will conduct project management activities, including:

- Supervise, coordinate, and monitor project progress and subcontracts in conformance with best practices and other governing agency requirements;
- Notify BACWA of any changes in scope or budget as soon as possible and propose actions if necessary to correct these changes;
- Maintain communication with BACWA by being available by phone or e-mail and responding in a timely fashion;
- Maintain project files; and
- Provide quarterly invoices with progress updates to BACWA.

Task 2: Sampling and Analysis Plan Development

Based on discussions with BACWA members and consistent with overall goals of the PFAS Sources to Solutions project, SFEI will identify study questions and draft a sampling and analysis plan (SAP). The SAP will be developed in consultation with BACWA and BACWA members to select representative sampling locations in the sewershed to investigate major sources of PFAS entering wastewater influent. The budget includes up to six meetings with BACWA and Study Participants to develop and finalize study design and sampling procedures.

BACWA and BACWA members are expected to provide timely technical support in selecting representative sampling locations in their sewershed and provide timely feedback on the study design. BACWA and BACWA members will have the opportunity to provide comments on the draft SAP before it is finalized, and it is expected that final comments will be received within fourteen days of receiving the draft SAP. SFEI will address BACWA member comments as practical and issue a final SAP that is approved by participants.

Task 3: SAP Implementation

Guided by the SAP, SFEI will coordinate sample collection and handling procedures with the participating POTWs and the analytical laboratory, to ensure sampling is completed and quality control measures are met.

Schedule and Deliverables

- Sampling and Analysis Plan: April 1, 2026;
- Support Sample Collection: May – September 2026

Task 4: Data Analysis and Report

SFEI will analyze and synthesize data in a technical report.

It is expected that Study Participants will provide comments to guide interpretation of results from their sewersheds. SFEI will organize virtual meetings (up to four budgeted for data interpretation) with BACWA, Study Participants, and BACWA members to discuss interpretation of the data and receive comments on draft report.

Schedule and Deliverables

- Presentation of preliminary data analysis: March 2027, or 90 days after data receipt of final data from analytical laboratory.
- Data interpretation discussions with BACWA: April – June 2027 or 45 days after initial preliminary presentation.
- Draft Report: August 2027 or 6 months after receipt of final data from analytical laboratory.

Staff and Budget

| Position | Through 6/30/2026 | 7/1/2026 - 6/30/2027 |
|---|------------------------------|---------------------------------|
| Admin | \$141.60 | \$150.10 |
| Assoc Sci I&II/Assoc Tech Specialist I&II | \$121.27 | \$128.55 |
| Environmental/Tech Analyst | \$86.52 | \$91.71 |
| Sr Environmental/Sr Tech Analyst | \$93.90 | \$99.53 |
| Manager/Sr Scientist I | \$183.40 | \$194.40 |
| Program Director/Sr Scientist II | \$248.18 | \$263.07 |
| Project Manager | \$122.54 | \$129.89 |
| Scientist I/Tech Specialist I&II | \$137.12 | \$145.35 |
| Scientist II/Sr Tech Specialist I&II | \$195.26 | \$206.98 |

*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.

Direct costs will be invoiced at actual cost.

Total expenditures not to exceed \$100,000. Estimated hours and budget for each task are summarized below.

Estimated hours and budget per task

| | Hours | Basic Budget |
|---|--------------|-------------------------|
| Task 1: Project Management | 53 | \$10,000 |
| Task 2: SAP | 164 | \$30,000 |
| Task 3: SAP Implementation support | 55 | \$10,000 |
| Task 4: Data Analysis and Draft Report | 290 | \$50,000 |
| Total | | \$100,000 |

BAY AREA CLEAN WATER AGENCIES PROFESSIONAL SERVICES CONTRACT

This PROFESSIONAL SERVICES CONTRACT, effective February 20, 2026, is between Bay Area Clean Water Agencies (“BACWA”), a joint powers agency which exists as a public entity separate and apart from its Member Agencies, created January 4, 1984 by a Joint Powers Agreement between Central Contra Costa Sanitary District, East Bay Dischargers Association, East Bay Municipal Utility District, the City and County of San Francisco and the City of San Jose, with a mailing address of P.O. Box 24055, MS 702, Oakland, CA 94623, and the San Francisco Estuary Institute (“Consultant”), a 501 (c)3 Non-Profit doing business at 4911 Central Ave., Richmond, CA 94904 for professional services as described in any Exhibit A attached hereto.

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

Description and Standard of Services to be Performed

1. Consultant will perform the Services as described by and in accordance with Exhibit A in a manner acceptable to BACWA.
2. Consultant shall not contract with or otherwise use any subconsultants, subcontractors or other nonemployee persons or entities (“Subconsultants”) to perform the Services without the prior written approval of BACWA. If Consultant and BACWA agree that Subconsultants shall be used, Consultant shall ensure Subconsultants’ compliance with all the terms and conditions of this agreement.
3. Consultant will exercise that degree of care in performing the Services in accordance with that prevailing among firms of comparable standing in the State of California (“Professional Standard”). Consultant will promptly correct or re-perform those Services not meeting the Professional Standard without additional compensation.
4. Consultant warrants that it is fully licensed, registered and otherwise fully authorized to perform the Services in the State of California to the extent applicable law requires such licensure, registration or authorization.
5. BACWA’s review, approval, acceptance, use, or payment for all or any part of the Services hereunder will not alter the Consultant’s obligations or BACWA’s rights hereunder, and will not excuse or diminish Consultant’s responsibility for performing all Services consistent with this Contract.
6. The term of this agreement shall not extend beyond June 30, 2028.

Payment for Services

7. BACWA will pay Consultant based work performed on the various tasks shown in the scope of work in Exhibit A, up to a maximum amount payable of \$100,000. Consultant will not exceed the maximum amount payable without obtaining prior written approval from BACWA.
8. Consultant shall submit invoices quarterly (March, June, September, December), or upon completion of major project milestones via email to jdymnt@bacwa.org. Invoices shall indicate hours associated with each task in Exhibit A, and a brief description of work performed.
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.

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, 2028. 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, Schedule, and Budget

CONSULTANT:

San Francisco Estuary Institute

4911 Central Ave.

Street Address
Richmond, CA 94904

City, State, Zip Code
94-2951373

Tax Identification No.

Consultant Signature

Date

Emily Corwin, Interim Executive Director

Name, Title

BACWA Signature
Jackie Zipkin, BACWA Executive Board Chair

Date

Name, Title



BACWA EXECUTIVE BOARD ACTION REQUEST

AGENDA NO.: 5

MEETING DATE: February 20, 2026

TITLE: ENGAGEMENT LETTER WITH HANSON BRIDGETT FOR LEGAL SERVICES IN FY25 RELATED TO BACWA’S STAFFING MODEL.

RECEIPT DISCUSSION RESOLUTION APPROVAL

RECOMMENDED ACTION

Authorize Executive director to enter an agreement with the legal firm Hanson Bridgett to provide legal evaluation of potential BACWA staffing models.

SUMMARY

Since its formation in 1984, BACWA has used contractors in lieu of staff to support agency functions. BACWA currently has three positions, an Executive Director, an Assistant Executive Director, and a Regulatory Program Manager. Over the past decade, many regional and state-wide associations have shifted from a contractor model to an employment-based model to support staff recruitment and retention. The BACWA Executive Board has requested that the Executive Director explore alternative employment models.

The Executive Director reached out to two law firms recommended by Board members as having expertise in municipal and employment law, and identified Hanson Bridget as the most qualified. Hanson Bridget provided the attached letter of engagement, which requires a \$5,000 retainer. Based on their estimated level of effort, a preliminary analysis of staffing models and benefits will take up to 25 hours, or up to \$15,000.

FISCAL IMPACT

This item will be paid for out of the Executive Board Legal Support line item in the FY25 budget approved April 20, 2025. This will likely exceed the \$2,403 budgeted for this purpose but will not exceed the total Legal Support line item of \$22,403, which includes \$20,000 for regulatory legal support that has not been spent this fiscal year.

ALTERNATIVES

1. *Pursue a legal review with a different attorney. This alternative is not recommended, as the BACWA Executive Director conducted informal discussion with two different firms and concluded Hanson Bridgett was the most qualified.*
2. *Do not provide the legal support. This alternative is not recommended, as it is a critical step in evaluating employment models.*

Approved: _____

Jackie Zipkin, Chair,
BACWA Executive Board

Date: _____

GILBERT J. TSAI
PARTNER
DIRECT DIAL (415) 995-5874
FAX (415) 541-9366
E-MAIL gtsai@hansonbridgett.com



February 13, 2026

VIA EMAIL (lfono@bacwa.org)

Dr. Lorien Fono
Executive Director
Bay Area Clean Water Agencies
350 Frank H. Ogawa Plaza, Suite 200
Oakland, CA 94612

Re: Engagement Letter & Fee Agreement

Dear Dr. Fono:

Thank you for the opportunity to represent Bay Area Clean Water Agencies (BACWA). This letter will confirm your engagement of Hanson Bridgett LLP to provide employment law and employment benefits advice and guidance. We look forward to working with BACWA in pursuing these legal objectives. If we can assist BACWA in other areas, please let me know.

I will be the attorney responsible for this matter. My billing rate is \$585 per hour for this matter. I will be assisted by Nancy Hilu whose hourly rate is \$600. When appropriate, we use attorneys, paralegals, and legal research assistants at different hourly rates to handle work commensurate with their experience and expertise. Our billing rates are reviewed annually and may be adjusted periodically. A list of the hourly rates for the attorneys, paralegals and legal research assistants assigned to this matter is available upon request. I will review your invoices for accuracy and maintain responsibility for the attorney-client relationship.

Our invoices contain a detailed narrative of the services rendered, together with the name of the attorney or paralegal involved, the time spent, and the amount charged. We recommend that you treat our invoices as confidential documents and safeguard them appropriately. In this matter, you have asked that invoices be directed to your attention.

Consistent with our normal practice, in order to commence work on this matter, we ask that you provide an advance payment retainer in the amount of Five Thousand Dollars (\$5,000); we reserve the right to increase the retainer amount if the scope of our representation changes. This sum will be deposited in a client trust account maintained for these purposes in accordance with State Bar rules. Your advance payment will be applied against the final invoices of fees and costs to you. Accordingly, you will be expected to pay all invoices up to that time as they are received. You will be entitled to a refund or credit of any excess that remains at the conclusion of our representation of you. If the matter we are handling for you goes to trial, arbitration or another type of significant hearing, or we retain third-party vendors on your behalf, we reserve the right to require you to pay an additional retainer amount, as more fully described in the attached Billing & Policy Summary.

Dr. Lorien Fono
Executive Director
Bay Area Clean Water Agencies
February 13, 2026
Page 2

Please refer to the attached Billing and Policy Summary for additional details regarding our representation, including an agreement to arbitrate disputes. Any expansion of the scope of our representation, or our agreement to handle additional matters for BACWA, must be documented in a separate writing and will be governed by the terms of this letter agreement, unless specified otherwise. The effective date of this letter agreement is the date on which our services commenced; the date of this letter on page 1 is for convenience of reference only. We encourage BACWA to consult with other counsel or advisors of its choice regarding the terms of our representation and, by agreeing to the terms of this letter agreement, you acknowledge that you have had the opportunity to do so.

We realize there are many qualified firms to choose from and are pleased you have selected our firm to assist you with your matter. We care deeply about our clients and our goal since the firm's founding in 1958 has been to provide exceptional client service. We welcome BACWA as a valued client and look forward to assisting in the achievement of its objectives. You can obtain more information about my background and our firm's services from our website, www.hansonbridgett.com.

Very truly yours,



Gilbert J. Tsai

Attachment

Dr. Lorien Fono
Executive Director
Bay Area Clean Water Agencies
February 13, 2026
Page 3

I have read and understand this Engagement Letter/Fee Agreement and the attached Billing and Policy Summary. I hereby confirm the engagement of Hanson Bridgett LLP to represent Bay Area Clean Water Agencies in accordance with its terms.

Bay Area Clean Water Agencies

By: _____

Title: _____

Date: _____

To facilitate your acceptance of the foregoing, you may simply reply to this e-mail message with “approved on behalf of Bay Area Clean Water Agencies” and your name. We will consider your reply message to constitute your acceptance and agreement with the terms of this letter.

Billing and Policy Summary

- 1. Billing Practices.** We have learned from experience that the attorney-client relationship works best when clients receive a full explanation at the outset about fees and payment terms. California law requires written fee agreements in many cases, and we have found that our clients prefer to have them even when not legally required. This “Billing and Policy Summary” sets forth the principles underlying our fees and other charges. Please review it and let me know if you have any questions about our billing policies. In addition, you should direct any future questions about our billing practices or any particular invoices to me.
- 2. Fees.** Except as otherwise agreed with a client, we bill for our services on an hourly basis. We account for our time in tenth-of-an-hour increments, and calculate fees by applying hourly rates assigned to attorneys and other staff to the time spent on a matter. On occasion, we may utilize contract employees to assist in providing legal or paralegal services, working under our direct supervision. In such cases the client is billed at an appropriate hourly rate commensurate with that of our professional staff with equal experience and expertise. All billing rates are reviewed annually and may be adjusted periodically.
- 3. Other Charges.** Depending on the matter, we may have to use various in-office support systems and outside services. Therefore, you may incur and be billed for costs in addition to professional fees, subject only to written policies regarding the billing of disbursements that a client may provide to us in advance of the engagement. Usually we bill such charges to a client’s account at the time they are incurred. Examples include photocopying, overnight delivery, messenger services, computer research, travel expenses, court filings, court reporting and data storage. We reserve the right to make periodic adjustments to these charges. Our e-discovery platform operates on a usage-based pricing model for all features and an unlimited number of users. We apply a per-gigabyte (GB) rate based on the volume of data actively hosted within the platform. In some matters, we may retain outside vendors, such as experts, consultants or other third-party vendors, to assist us in our representation of you. We may require you to pay the invoices of any such outside vendors directly, or we may require you to pay us an additional retainer that we will hold in our client trust account and use to pay any third-party vendor expenses that we incur on your behalf. We may periodically require you to replenish this sum to ensure sufficient funds are available for ongoing costs. At the conclusion of our representation, we will deduct any outstanding vendor expenses incurred on your behalf from the vendor expenses retainer and refund the remaining balance to you.
- 4. Fee Estimates.** From time to time, we may be asked to provide estimates of anticipated fees. Although we will make every effort to do so in a manner appropriate to the circumstances, these estimates may be subject to uncertainties beyond our control. Such estimates should not be viewed as a maximum or minimum fee quotation, unless we expressly confirm so in writing.
- 5. Billing Procedures.** Ordinarily, we will bill clients on a monthly basis. Each invoice will separately state the amount of fees and costs. Unless otherwise specified, each represents fees and disbursements charged to the client through the end of the preceding month. The full amount of each invoice is due upon receipt by the client, irrespective of any eventual reimbursement of all or a portion of your fees and costs by a third party. Although we seek to include all fees and charges for a billing period, certain time and cost items from a billing period may not appear in the invoice for that period. Instead, they may be included in a later invoice. Matters such as probate, bankruptcy, and trust services and certain financial transactions may involve billing at specified times other than monthly, as mutually agreed upon by the client and the firm, or as required by the court.

6. **Payment Terms.** Payment is due upon presentation of the invoice, irrespective of any eventual reimbursement of all or a portion of your fees and costs by a third party. Invoices that remain unpaid after thirty (30) days from the invoice date are subject to a late payment charge of ten percent (10%) per year. Payments that are made “on account” and not identified with a specific invoice will be credited to outstanding invoices chronologically, first to costs and then to fees. Our invoices include instructions for paying our fees and charges. Please contact us via telephone to verify wire instructions before wiring funds to us. Our payment options, including our wire instructions, will not change unless you receive a formal notification from the firm.

7. **Litigation Retainer.** In the event the matter we are handling for you goes to trial, arbitration or another type of significant hearing, we may require you to provide to us an additional advance payment retainer, which we will deposit in our client trust account maintained in accordance with State Bar rules. We will continue to issue an invoice to you for fees and expenses incurred in the previous month and deduct that sum from the amount held in the trust account. You agree to replenish the retainer amount within thirty (30) days of your receipt of our monthly billing statement. At the conclusion of our representation of you, we will apply the retainer held in our client trust account to your final bill. You will be responsible for any remaining amount due over and above the retainer. If no amount remains due after the retainer funds have been applied to the final invoice, or if the amount of the retainer exceeds the final balance due, we will refund to you the balance.

8. **Credit Report.** By executing this engagement letter, you agree that we have the right to obtain a consumer report from a recognized credit reporting agency. Should we choose to obtain such a report, it would be for the purposes of extending credit to you or to review or collect a past due account.

9. **Insurer’s Role.** If you are insured for all or part of the costs of our representation, we will work with you to provide the insurer with the necessary information regarding the claim. However, insurers frequently assert, rightly or wrongly, that they are not obligated to pay for all fees and costs or to pay them on a current basis. For this reason, our fees and costs will be billed to you and payment will be due from you on a current basis, irrespective of any eventual reimbursement of a portion of your fees and costs by your insurer.

10. **Preservation of Electronic Information.** If your engagement includes a litigation matter, it is possible that it will involve electronic discovery. Under California and federal law, the obligation to provide discovery of electronic information carries with it the obligation to preserve such information. Failure to preserve all electronic and paper information that is later determined to be of potential importance to pending or threatened litigation can result in a range of sanctions, including, in extreme cases, the sanction of an adverse judgment. This evidence may also turn out to be critical to your ability to prove facts that support your position in the case, or disprove facts that the opposing party offers. Many electronic document storage systems contain programs that automatically overwrite or delete data. It is therefore important that you take appropriate steps to ensure that all information and electronic data that may be relevant is not lost, deleted, or destroyed. We will conduct an assessment of your electronic information systems. The assessment will include an initial evaluation and an in-depth identification of sources of relevant information. In the meantime, we recommend that normal document disposition policies, or automatic purging of electronic records, be suspended as to the matters at issue in any pending or threatened litigation until the matter is concluded. Please contact me for our additional fee schedule for assistance with collecting and processing electronically stored information as needed in your matter.

11. Conflicts Review. We have performed a computerized check of potential conflicts of interest that might have prevented us from providing representation in this matter. Based on information provided by you, as well as the information available in our files, we are not aware of any conflicts of interest at this time. If you later learn of any additional parties with an interest in this matter, you should notify us immediately so that we can be certain that they create no problem with this representation. We will conduct a similar search with respect to each new matter you may refer to the firm.

12. Identity of Client. Our engagement is with the person or entity to whom this letter is addressed. Unless otherwise agreed to in writing, we do not represent any parent, subsidiary, affiliate, directors, officers, or other related person or entity as a client. We do not regard a representation adverse to a parent, subsidiary, affiliate, director, officer, or other related person or entity as being adverse to you.

13. Advance Waiver. Given the scope of our firm wide business and client representations, it is possible that during or after the time we represent you, some of our present or future clients will ask us to represent them in disputes or transactions with or involving you which are substantially unrelated to our representation of you. We understand that you have no objection to our representation of parties with interests adverse to you, and that you consent to such representations and waive any actual or potential conflict of interest as long as those other engagements are not substantially related to our services to you. Accordingly, you agree that (i) we can in the future represent existing or new clients in any matter, including litigation or other disputes, so long as the matter is not substantially related to our work for you, even if those other clients' interests are adverse to you in the other matter; (ii) we may obtain confidential information of interest to you in these other matters that we cannot share with you; and (iii) you waive any conflict of interest that might arise from any of these representations and will not seek to disqualify us in or assert a conflict of interest with respect to any of those representations.

We agree, however, that your consent to, and waiver of such representations shall not apply in any instance where, as a result of our representation of you, we have obtained proprietary or other confidential information of a non-public nature, that, if known to such other client, could be used in any such other matter by such client to your material disadvantage or potential material disadvantage.

Similarly, new lawyers frequently join our firm. These lawyers may have represented parties adverse to you while employed by other law firms or organizations. We assume, unless you notify us otherwise, and consistent with our ethical standards, that you have no objection to our continuing representation of you notwithstanding our lawyers' prior professional relationships, provided we timely implement an ethical screen consistent with our customary practices to prohibit those lawyers from participating in your matter and we provide you with written notice of our implementation of the ethical screen.

14. Cooperation. To perform our services effectively, we require the support of each client. We will keep you informed of the status of your matter, and we will consult with you regarding our representation as appropriate. We will provide copies of significant correspondence and documents to you during the course of our representation. You can assist us by keeping us fully informed as to facts and developments relevant to our representation of you and to each matter assigned. It is essential that each client (as well as any employees or representatives) provide us with accurate and complete information, including written materials when requested, and that each client make its personnel available to the extent required. Failure to assist in this way may affect our ability to represent a client adequately, and could result in our withdrawal as legal counsel.

15. No Warranty of Result. We cannot predict or represent that a particular result can be obtained within a specified time. We can make no promises or guarantees regarding the outcome of the matter or matters that are the subject of our services. We do not ordinarily undertake to keep clients informed about subsequent developments or changes in law once the matter in question has concluded. If you would like us to do so, please inform us in writing so that we can make the necessary arrangements to provide this service.

16. Return and Disposition of Files. After our services conclude, we will, upon your request, deliver to you the files that we created in providing representation to you, along with any funds or property of yours in our possession. If you do not request the files, we will retain them for a period of five years after the matter is closed. At the end of the five-year period, we will have no further obligation to retain the files.

17. Dispute Resolution. While we certainly do not anticipate a dispute between us, in the event we are unable to mutually resolve a dispute between us, we both agree that we will submit any such dispute, as soon as practicable, to final and binding arbitration in San Francisco, California, before a single neutral arbitrator who is a retired judge or justice. The arbitration will be administered by JAMS, Inc., which is a private mediation and arbitration tribunal, and conducted pursuant to JAMS' Comprehensive Arbitration Rules and Procedures (the "JAMS Rules"); those rules are available online through JAMS, and we also would be pleased to provide you with a copy of the JAMS Rules upon request. If we cannot agree on an arbitrator within 15 calendar days after one of us initiates arbitration, then JAMS will select the arbitrator in accordance with the JAMS Rules. This agreement to arbitrate includes any and all disputes between us which arise out of or relate in any way to this Agreement, our relationship, the services performed by us, or the attorney fees and costs charged.

Before agreeing to arbitrate disputes as set forth above, you should consider how arbitration differs from having a dispute resolved in a court of law. For example, by agreeing to arbitrate any and all disputes between us, you will be giving up your legal right to have such disputes heard and determined by a judge or jury in a courtroom open to the public. Unlike public court proceedings, arbitration proceedings are conducted privately and the outcome in most instances remains confidential. You will be responsible, in part, to share the costs of the arbitration proceeding, including payments to the arbitrator. Discovery in arbitration may be more limited than permitted in a court of law, including limitations on the number of depositions, and more limited discovery of third parties. A judicial forum generally does not permit reasonable attorney fees to be imposed against a non-prevailing client in a non-frivolous malpractice action, whereas an arbitral forum may permit an award that imposes costs of the arbitration, expenses and reasonable attorney fees against the non-prevailing party. The right to appeal an arbitrator's decision or have it reviewed is limited; in most instances, the arbitrator's decision will be final and all parties will be bound by it, although there may be very limited circumstances under which the arbitrator's decision can be appealed or reviewed. If an arbitration award is confirmed by a trial court, the resulting court judgment may thereafter be enforced in the same manner as a judgment in a civil action.

The arbitration will be governed by the provisions of the Federal Arbitration Act (9 U.S.C. 1 et seq.). California's substantive law will govern the underlying disputes to be arbitrated. We both agree that the arbitrator, not any federal or state court judge, will have the exclusive jurisdiction to resolve any and all disputes regarding the arbitrator's jurisdiction and the interpretation, applicability, enforceability or formation of this binding agreement to arbitrate, including but not limited to determining which claims are subject to arbitration, or any contention that all or any part of this arbitration agreement is unenforceable, voidable or void.

If you have any questions about the significance of your decision to arbitrate, we encourage you to raise them with an attorney who is independent of this law firm before you sign this engagement agreement.

18. Mandatory Fee Arbitration. Notwithstanding Section 17 above, in any dispute subject to the jurisdiction of the State of California over attorney's fees, charges, costs or expenses, you have the right to elect arbitration pursuant to the fee arbitration procedures of the State Bar of California, as set forth in California Business and Professions Code Sections 6200-6206. Arbitration pursuant to the State Bar procedures is non-binding unless the parties agree in writing, after the dispute has arisen, to be bound by the arbitration award. These procedures permit a court trial after arbitration, or a subsequent binding contractual arbitration if the parties have agreed to binding arbitration and either party rejects the award and requests a trial de novo within 30 days after the award is mailed to the parties. If, after receiving a notice of the client's right to arbitrate, you do not elect to proceed under the State Bar fee arbitration procedures, and file a request for fee arbitration within 30 days, any dispute over fees, charges, costs or expenses, any dispute, claim or controversy arising between us, will be resolved by binding arbitration as provided in Section 17 above.

19. Termination. Clients may terminate our legal services at any time effective upon delivery of written notice to the firm. Unless we specifically agree to do so, we will provide no further services and advance no further costs on the matter after we receive notice of termination. Our right to terminate services to a client is subject to certain Rules of Professional Conduct that (a) require us to take reasonable steps to avoid foreseeable prejudice to the client from our withdrawal, and (b) establish standards for mandatory and permissive withdrawal under certain circumstances. Failure by a client to pay our bills in full, and on a timely basis, can constitute adequate grounds for us to withdraw. If we are attorney of record in any proceeding at the time we receive a termination notice, you will be required to execute and return a Substitution of Attorney consent immediately upon receipt, regardless of who initiates the termination. Whether you terminate our legal services or we withdraw from the representation as allowed by the Rules of Professional Conduct, you agree to pay all fees and costs incurred for our work up to the date of our termination or withdrawal.

Unless you terminate our services or we withdraw as provided in the preceding paragraph, our representation of you will be deemed concluded when we have completed our agreed-upon services. In addition, and without limiting the preceding sentence, you agree that our attorney-client relationship with you will have been terminated if we have performed no work on your behalf for twelve consecutive months. Your obligation to pay our fees and charges will survive the conclusion of our representation.

20. Use of Technology. We use industry-standard encryption protocols to secure client data in transit and at rest. We also employ two-factor authentication and regularly update our systems to protect against potential security threats. During the course of our work together, we may exchange emails, documents, and other materials over the Internet using commercially available communication and collaboration tools or platforms. Hanson Bridgett uses certain preferred communication and collaboration tools and platforms, and we understand that clients may ask us to use other Internet-based tools or platforms (such as Dropbox, Box or Google Drive) to share documents and other materials with us. Notwithstanding our security protocols, information sent or received over the Internet using any of these communication and collaboration tools or platforms may not be secure, and using them may place your confidences and privileges at risk. While we believe that the efficiencies involved in the use of these products or platforms outweigh the risk of accidental disclosure, we cannot guarantee the security or confidentiality of any such communication or collaboration products or platforms. Consistent

with our ethical obligations, we may also use artificial intelligence (“AI”) technology to better represent your interests. We will be in touch with you if we believe our proposed use of AI technology, or our use of a particular AI tool, requires additional discussion or disclosures.

21. Miscellaneous. From time to time, and consistent with our obligation to maintain your confidences, we may wish to reference our representation of you on our website, in attorney biographies, on matter lists, or in descriptions of our practice areas. We assume you have no objection to such use. We may send you emails with information about our firm, services, legal developments and upcoming events. If at any time you no longer wish to receive marketing communications from us, you may unsubscribe by clicking a link at the bottom of each marketing email which enables you to opt out of our mailing lists. Except as provided in Section 17, our agreement will be governed by California law.

22. Entire Agreement; Notice. This attached letter and this Billing and Policy Summary represent our entire agreement, which will be effective on the date of your signature. It supersedes all prior agreements, statements, or guarantees made before this time. Any notice from you amending, supplementing or superseding the terms of the attached letter and this Billing and Policy Summary will be effective only if approved by our duly authorized representative, and our agreement is memorialized in a writing signed by both parties. To signify your agreement with the terms of this letter, please sign the original and retain it for your files. Please sign a copy of the letter and return it to us for our files. You may also affix an electronic signature indicating your intent to sign this letter and return a copy to us electronically. If mailed, I am enclosing a pre-addressed envelope for your convenience. Of course, you have the right to seek the opinion of independent legal counsel or any other advisors, if you wish to do so, in order to determine whether each and every aspect of this agreement is in your best interests and is acceptable as drafted.



RESOLUTION 26-01

AGENDA NO.: 6
MEETING DATE: February 20, 2026

AUTHORIZING BAY AREA CLEAN WATER AGENCIES (BACWA) STAFF TO APPLY FOR FUNDING THROUGH THE U.S. ENVIRONMENTAL PROTECTION AGENCY’S SAN FRANCISCO BAY WATER QUALITY IMPROVEMENT FUND NOTICE OF FUNDING OPPORTUNITY

RECEIPT DISCUSSION RESOLUTION APPROVAL

WHEREAS, the Bay Area Clean Water Agencies (BACWA) is a joint powers authority representing publicly owned wastewater treatment agencies committed to protecting and improving water quality in the San Francisco Bay region; and

WHEREAS, the U.S. Environmental Protection Agency (EPA) has released a Notice of Funding Opportunity (NOFO) under the San Francisco Bay Program Office to support projects that advance water quality improvements, restore aquatic habitat, reduce pollution, and enhance climate resilience in the San Francisco Bay watershed; and

WHEREAS, BACWA and its member agencies routinely undertake regional initiatives, studies, and collaborative programs that align with the goals of the San Francisco Bay Program Office, including nutrient management, multi-benefit projects, pollution reduction, and scientific research supporting regulatory compliance and ecosystem health; and

WHEREAS, applying for EPA funding will support BACWA’s mission by enabling regional collaboration, leveraging federal resources, and accelerating implementation of nutrient management and multi-benefit projects that benefit the San Francisco Bay and its surrounding communities; and

WHEREAS, the NOFO requires that applicants demonstrate organizational authority to submit applications and enter into grant agreements with the EPA; and

WHEREAS, BACWA wishes to authorize its Executive Director and designated staff to prepare, submit, and execute all necessary documents associated with one or more applications under the San Francisco Bay Program Office NOFO.

NOW, THEREFORE, BE IT RESOLVED THAT:

BACWA hereby authorizes the Executive Director, or their designee, to prepare and submit one or more applications to the U.S. Environmental Protection Agency under the San Francisco Bay Program Office Notice of Funding Opportunity.

The Executive Director, or their designee, is further authorized to negotiate, execute, and submit all required application materials, certifications, assurances, budgets, and supporting documentation necessary to complete the application process.

Upon award, the Executive Board Chair, or their designee, is authorized to enter into grant agreements with the EPA, execute amendments, and take all actions necessary to administer the grant(s) in accordance with federal requirements and BACWA policies.

This resolution shall take effect immediately upon adoption.

CERTIFICATION

The undersigned Chair and Executive Director of the Bay Area Clean Water Agencies hereby certify that the foregoing Resolution was duly adopted at a noticed meeting of the Executive Board of Bay Area Clean Water Agencies held on February 20, 2026.

Approved: _____

Jackie Zipkin
BACWA Executive Board

Date: _____

BACKGROUND

There is increasing evidence that on-pet and indoor pesticides have a pathway to waterways via treated wastewater effluent, sometimes at concentrations above toxicity thresholds for aquatic species. According to data from CDPR's Surface Water Protection Program (SWPP), fipronil and imidacloprid are found in 90-100% of wastewater effluent samples:¹

- FIPRONIL: The median effluent concentration was 2.3 times greater than the U.S. EPA Aquatic Life Benchmark (ALB)²
- IMIDACLOPRID: The median effluent concentration was 6.6 times greater than the U.S. EPA ALB.

Scientific studies have examined possible pathways for the transport of fipronil and imidacloprid to the sewer system. The results point to the transfer of over-the-counter (OTC) on-pet flea and tick control products both directly (through dog washing) and indirectly (such as after transfer onto human hands or socks that are subsequently washed).

The already alarming concentrations in treated effluent increase by a factor of 5 or more when these waters are treated via reverse osmosis (RO) to create potable drinking water. RO treatment of wastewater into drinking water is becoming increasingly necessary to respond to climate change, including extreme heat events, as outlined in the State's [Water Supply Strategy - Adapting to a Hotter, Drier Future](#). Disposal of RO concentrate is a major challenge – or downright impossible – when pesticides are present in wastewater effluent at acutely toxic concentrations, because the [Statewide Toxicity Provisions](#) prohibit the discharge of toxic effluent to surface waters. Implementing the State's Water Supply Strategy will therefore require a Sustainable Pest Management (SPM) approach for pet pesticides that aims to sharply reduce pesticide concentrations in municipal wastewater.

CDPR is currently developing a suite of mitigation strategies for on-pet fipronil products. This follows CDPR's publication of [Draft Fipronil Pet Products: Potential Risks to Aquatic Life Memorandum \(Memorandum\)](#). BACWA provided comments on that draft analysis, noting that wastewater agencies would prefer that CDPR avoid mitigations that would spark additional consumer use of OTC imidacloprid products or other regrettable substitutions. The California Veterinary Medical Association (CVMA) also provided feedback and has indicated that they would welcome a dialogue with CDPR on this topic.

Since November 2020, a BACWA representative has been communicating with CVMA and the American Veterinary Medical Association (AVMA) Committee on Environmental Issues

¹ 100 wastewater effluent samples from throughout California, Aug. 2022 - Nov. 2023. See also [DPR Study 322](#).

² These ALBs represent the lowest **No Observed Adverse Effect Concentration** (NOAEC) based on life-cycle tests of freshwater invertebrates under defined conditions

(AVMA-CEI), as well as with veterinary professors and specialists around the world. Via these relationships, BACWA's Principal Investigator has gained valuable insights on the complexity of companion animal parasite control. This recently led to the Principal Investigator being selected as a member of the One Health Committee for the World Small Animal Veterinary Association as an environmental specialist.

Veterinarians represent a diverse community with a range of animal patient needs and professional preferences. Some point to the importance of parasiticides to prevent external parasitic diseases, including those transmittable to humans. Others note the need for access to OTC pesticides for low-income patients, seizure-prone dogs, animals with food allergies to chewable flavorings, and pregnant/lactating animal patients. Veterinarians are also cognizant that fipronil products were originally available by prescription only; some find it awkward to pivot back to recommending prescription-only alternatives, concerned that clients may view them as representatives of "Big Pharma" rather than trusted medical professionals.

Veterinarians in the US and around the world have initiated One Health³ dialogues about environmental impacts of and alternatives to these on-pet pesticides.^{4 5} One topic of discussion is a risk-based approach (instead of continuous prophylactic parasite control) that would assess the companion animal lifestyle, including time outside, travel locations, other types and number of pets, immunocompromised individuals, and whether clients are effectively able to monitor for fleas or ticks. Another on-going discussion topic is whether to recommend narrow-spectrum (single pesticide ingredient) rather than broad-spectrum products (even though that may be less convenient), which decreases the number of pesticides used.

These examples strongly suggest that insights from veterinarians could inform a broad, category-based pet-products alternatives assessment. Ideally, such an assessment would include all flea and tick control alternatives, including other OTC pesticide formulations, physical alternatives, and FDA approved flea and tick medicines that are outside of CDPR's pesticide purview. Input from wastewater agencies and pet professionals could help inform mitigation strategies that could reduce pet pesticide concentrations in surface water while protecting pet and human health.

WORK TO BE PERFORMED

Project Summary

³ "One Health refers to two related ideas: First, it is the concept that humans, animals, and the world we live in are inextricably linked. Second, it refers to the collaborative effort of multiple disciplines working locally, nationally, and globally to attain optimal health for people, animals, and the environment."

<https://www.avma.org/resources-tools/one-health>

⁴ <https://www.bva.co.uk/media/6627/bva-bsava-and-bvzs-policy-position-on-responsible-use-of-parasiticides-for-cats-and-dogs.pdf>

⁵ Communications with members of AVMA CEI, the British Veterinary Association, and the World Small Animal Veterinary Association.

Draft Project Description for DPR Grant Proposal

The Contractor shall coordinate, facilitate and document a series of six (6) stakeholder roundtables focused on urban flea and tick control, on-pet pesticide pathways, aquatic risk reduction, and Sustainable Pest Management (SPM). The project will engage representatives from state regulatory agencies, municipal wastewater agencies, the veterinary community, and other relevant stakeholders.

Goals:

1. Facilitate informed, science-based stakeholder dialogue that:
 - Advances discussion of SPM approaches for on-pet and indoor flea and tick control.
 - Assesses SPM alternatives using a One Health lens to reduce unintended impacts of any pesticide mitigation.
2. Provide clear documentation to inform CDPR program development and decision-making and to support subsequent steps, beyond this contract.

In parallel with the roundtables, and outside of this contract, BACWA anticipates conducting local shelter outreach, attending veterinary medical association meetings, and communicating with pet service providers. The goal will be to develop relationships, obtain business insights, and pursue pilot projects involving shelters, veterinary practices, pet services providers in partnership with BACWA agencies. While that work will be funded separately by BACWA and not within the scope of this project, findings from those interactions may inform the roundtable dialogue.

Objective 1: Conduct general contract administration including required meetings, invoices, and a final report.

Task 1.1 Initial project meeting: The contract manager and the principal investigator (PI) will meet in person or virtually within 30 days after the agreement is executed. The agenda of this meeting will be a review of the role of the PI, the project timeline, the project deliverables, and will provide an opportunity to discuss any questions regarding the objectives and tasks (administrative staff will discuss invoicing via a separate conference call).

Deliverable: Meeting minutes as a Microsoft Word file via email.

Due Date: Meeting within 30 days from contract execution and meeting minutes within 30 days after meeting.

Task 1.2 Invoices: Periodic invoices, a final invoice, and an invoice for the return of the ten percent retention are required. No funds may be requested or invoiced after 90 days from the project completion date. To meet that deadline, all project work and required deliverables including the final report must be completed and delivered to the Department by contract end date.

Deliverables: Periodic, final, and ten (10%) percent retention invoices. Periodic invoices are required even if no expenses were incurred, and in that case, would indicate zero (\$0) expense. All invoices must use the template forms supplied by the Department.

Due Date: Periodic invoices must be submitted no more than once a month and no less than every three months. The final invoice must be received by 75 calendar days after contract end date, and the ten percent (10%) retention invoice must be received by 90 calendar days after contract end date, or they cannot be paid.

Task 1.3 Project semiannual/quarterly update meetings: Project update meetings will occur twice/four times a year, in person or virtually, as requested by the contract manager or a designated representative. The principal investigator must notify the contract manager of meeting dates and locations at least two weeks in advance. The contract manager may require additional meetings as needed.

Deliverable: Meeting agenda as a Microsoft Word file via email (one week in advance) and meeting minutes (within 30 days after meeting).

Due Date: Every six/three months beginning date.

Task 1.4 Final report draft: Use the final report template to describe in detail how project goals and objectives have been fulfilled through the completion of project deliverables, summarize and evaluate project activities and accomplishments, and include recommendations for outreach and/or future research. Contractors should strive to make the report compliant with standards set forth in the [Americans with Disabilities Act Web Content Accessibility Guidelines 2.0](#). The report must focus on how project results are explicitly related to project deliverables and must clearly describe any potential or actual effects on the deliverables. Also, include all relevant materials, documentation, and deliverables not previously submitted. Submit draft report to the contract manager.

Deliverable: Final report draft as a Microsoft Word file via email (security settings should be unlocked, not password protected).

Due Date: date.

Task 1.5 Final report: Final report, incorporating any feedback, edits, or revisions to the draft final report. Contractors should strive to make the report compliant with standards set forth in the [Americans with Disabilities Act Web Content Accessibility Guidelines 2.0](#). Submit the final report to contract manager. Final reports may be published on CDPR's website for review by the public.

Deliverable: Final report as a Microsoft Word file and high-resolution files (jpeg, png, tiff, etc.) of all photos, figures, and illustrations included in the

final report via email (security settings should be unlocked, not password protected).

Due Date: date.

Objective 2: Engage with California veterinary leaders and other key stakeholders to shape and support SPM approaches to companion animal flea and tick control.

Task 2.1 Stakeholder Identification: The Contractor shall conduct targeted outreach to identify and recruit veterinary specialists and other key stakeholders. Outreach shall be designed to ensure representation from relevant veterinary disciplines and practice contexts, while avoiding advocacy or endorsement of specific products or policies.

Veterinary specialists may include:

- Veterinary parasitologists and companion animal zoonoses expert
- Veterinary toxicologists
- Companion animal veterinarians (general practice)
- Pet shelter veterinarians
- Pollinator veterinarians
- Other relevant veterinary specialties with expertise in flea and tick control, pesticide exposure, zoonoses, or companion animal health

Veterinary outreach will be closely coordinated with the CVMA, the UC Davis Veterinary School, and as appropriate, the AVMA. Outreach activities may include one-on-one or small-group informational discussions at veterinary meetings or seminars such as the CVMA annual convention (June 2026). In addition, the Contractor will coordinate with CVMA and CDPR to determine the most appropriate context and timing for including pesticide registrant representation.

The Contractor will coordinate with Division Managers at CDPR to provide representatives who would be able to share findings regarding aquatic and human health risk assessments as well as mitigation alternatives and SPM.

In addition to the veterinary community, pesticide registrants, and CDPR, stakeholders may include:

- Municipal wastewater and potable water reuse representatives
- An aquatic toxicologist proficient in marine, estuary and freshwater pesticide toxicity
- A representative from DTSC's Safer Consumer Products Division for their experience identifying harmful chemicals in consumer products and advancing safer alternatives
- Other disciplines or professions as identified

The Contractor shall document outreach efforts and provide CDPR with a recommended list of stakeholders, including a brief description of each stakeholder's expertise and relevance to the project.

Deliverable: Stakeholder list with affiliations and areas of expertise

Due Date: By the end of the first quarter of the project period, or as otherwise approved by the Contract Manager.

Task 2.2: Stakeholder Meeting Planning and Facilitation: The Contractor shall plan, facilitate, and document up to six (6) quarterly stakeholder roundtable meetings over the project period, via virtual meetings using BACWA's existing Zoom account. The roundtable meetings would provide a dialogue for regulators, wastewater agencies, veterinary professionals, and other relevant stakeholders regarding on-pet pesticide pathways, SPM, and One Health impacts of SPM alternatives.

Meeting topics will be informed by ongoing scientific findings, regulatory developments, and stakeholder input. Meetings will explore concepts consistent with California's SPM Roadmap and BACWA engagement efforts, including:

- Pathways and aquatic risks of on-pet and indoor flea and tick pesticides, including wastewater monitoring and modeling data, as well as regrettable substitution risks
- SPM strategies including narrow-spectrum and non-chemical alternatives, consumer barriers for adoption, and the role of veterinarians
- One Health perspectives on flea and tick control alternatives including:
 - parasite-borne diseases and zoonoses
 - risk-based (lifestyle-based) vs. prophylactic use
 - potential harm to pets, people, or pollinators from the increased use of alternative pesticides
 - companion animal concerns including lactating pets, seizure-prone pets, and pets that have food allergies to the chewable flavorings.
- Cultural or socioeconomic differences with respect to messages, knowledge, trusted sources, and preferred controls
- Available regulatory tools (e.g., California Restricted Materials designation) and their practical implications

All meetings shall be conducted via recorded Zoom events. The recordings shall be used only for purposes to prepare minutes (including key points and action items). Each recording shall be deleted after the minutes have been reviewed and agreed on by participants.

The meeting agendas and minutes shall provide the bases of the Draft Final Report (Task 1.4) and Final Report (Task 1.5).

Deliverables per Roundtable: Meeting agenda as a Microsoft Word file via email (one week in advance) and meeting minutes with key discussion points, decisions, and action items (within 30 days after meeting).

Due Date: Up to six (6) times, with the agenda one week in advance of each Roundtable and meeting minutes within 30 days after each Roundtable.

DRAFT

Proposed outline for BACWA Nutrient Pulse of the Bay Article (3,000-3,500 words)

Background

- *Challenges:* Permit requirement to reduce nitrogen discharged to SF Bay by 40 poses challenges:
 - Cost and financing
 - Timing
 - Engineering (footprint, competing capital priorities, need to keep treating wastewater while upgrading)
- *Opportunities:* As this is the largest investment in wastewater infrastructure since the 1970s, we have the opportunity to reenvision how we manage our facilities

Agency Highlights (some ideas)

- Making the most of existing infrastructure
 - EBMUD Split stream
 - Central San and Palo Alto MABR
- Maximizing recycled water
 - Millbrae/Burlingame?
 - DSRSD?
- Using nature to improve water quality and protect the shoreline
 - EBDA First mile
 - Feasibility studies at SASM, San Jose?
- Synergistic upgrades
 - USD
 - San Mateo

Benefits of Regional Collaboration

- Nutrient trading to find cost efficiencies
- Coordination through BACWA and OneWater network
- Technology transfer and infoshare

Support for CEQA Substitute Environmental Documentation for Basin Plan Amendment

Bay Area Clean Water Agencies (BACWA)

January 21, 2026

Request for Qualifications

Introduction and Background

INFORMATION ABOUT THE BASIN PLAN AMENDMENT

[BACWA](#) is working with the San Francisco Regional Water Quality Control Board (Regional Water Board) on a proposed Basin Plan amendment that would allow Publicly Owned Treatment Works (POTWs) in the Bay Area more than 10 years to complete qualified nutrient reduction projects required by the July 2024 [Nutrients Watershed Permit](#). When adopting the permit, the Regional Water Board adopted a [concurrent resolution](#) regarding policy changes that could provide Bay Area wastewater dischargers more than 10 years to implement certain types of nutrient reduction projects. The Regional Water Board plans to prepare a regional, non-TMDL Basin Plan amendment that could provide more time for qualifying projects by amending the Regional Water Board's Water Quality Control Plan for the San Francisco Bay Basin (Basin Plan).

The Regional Water Board has developed an informal draft of the Basin Plan amendment that they have shared with BACWA. It would apply to a defined set of qualifying projects such as nature-based solutions, water recycling projects, innovative technologies, and projects that would reduce nutrient loads significantly beyond what the permit requires. The scope and text of the Basin Plan amendment will change before a version is ultimately released for public comment as a part of the Regional Water Board adoption process. A copy of the informal **DRAFT** Basin Plan amendment is available upon request (email Lorien Fono, lfono@bacwa.org).

The Regional Water Board must complete CEQA Substitute Environmental Documentation (SED) for the Basin Plan amendment. BACWA will provide financial support for this effort and is seeking a consultant to develop the SED. BACWA and the Regional Water Board plan to agree to a Memorandum of Understanding that will establish their respective roles in managing and funding this project. The Regional Water Board, not BACWA, will be responsible for providing direction and oversight for the Consultant.

CEQA REQUIREMENTS

For the Basin Plan Amendment, [CCR Tit. 23, § 3777](#) requires a written report that includes identification of significant impacts, identification of mitigation measures to minimize the impacts, and an environmental analysis of the "reasonably foreseeable methods of compliance." Section 3777 also requires that the State Water Board complete an environmental checklist as part of the substitute environmental documentation ([Link to SED Checklist provided by Regional Water Board](#)).

The State Water Board completed a thematically similar project back in 2008 when they adopted the statewide [Compliance Schedule Policy](#). For this current effort, the Regional Water Board would like to provide more detail on potential environmental impacts. Despite this key difference, there is some overlap in terms of the need to speculate about projects that would be implemented in response to new policy, which is why we are sharing the example. [Link to SED from 2008 Statewide Compliance Schedule Policy](#)

CONSULTANT RESPONSIBILITIES

The consultant's responsibilities will be defined further after the selection process is complete. Responsibilities to be defined in the scope of work are expected to include:

- Preparation of draft SED for the Regional Water Board's review and use, including collection of background documents and performing environmental analyses.

- Incorporation of modifications to the draft SED as recommended by the Regional Water Board
- Support for distribution of the SED for public review and comment
- Responding to public comments on the draft SED
- Preparation for and participation in Regional Water Board public meetings and hearings regarding the SED

BACWA and the Regional Water Board are aiming to have the Basin Plan amendment finalized and heard by the Regional Water Board well in advance of the next reissuance of the Nutrients Watershed Permit in 2029. A majority of the work by the Consultant is expected to take place in mid-2026. After the draft SED is completed during this initial phase, the work will move into a less active phase while the Regional Water Board releases the draft Basin Plan amendment and draft SED for public comment and prepares for the Regional Water Board hearing. The Consultant will continue to provide support throughout the Regional Water Board public review process, which is anticipated to extend through 2027.

Request for Qualifications

BACWA is issuing this Request for Qualifications from Consultants interested in providing support to develop the SED, as part of a competitive qualification-based selection process. Consultants submitting their Qualifications should have a technical background in CEQA and experience in working with Basin Plans. Familiarity with wastewater planning is also desirable.

Organization and Content of the Submittal

The Qualifications must be submitted in the form of a letter with attached resume(s). The letter will outline the Consultant's understanding of the project and relevant experience, proposed schedule, and consultant rate schedule. Please limit the overall number of pages of the letter, excluding the resume(s), to 4 pages or less. If added pages are needed, please contact the BACWA Executive Director, Lorien Fono, with the rationale.

Submittal

Please submit Qualifications via email to Lorien Fono (lfono@bacwa.org) by **February 11, 2026**.

Consultant Selection

Following receipt of Qualifications, a Selection Committee made up of BACWA agency staff and BACWA staff will evaluate the submittals. Based on submittals received, the Selection Committee will either recommend that BACWA contract with the firm with the best qualifications, or proceed to conduct interviews with the top candidates.

The BACWA standard consulting agreement will be used to develop the contract for this work (see Attachment A). Prior to finalization, the agreement will be modified to reflect the terms of the Memorandum of Understanding between BACWA and the Regional Water Board. The Memorandum of Understanding will be signed before the project contract is executed between BACWA and the Consultant.

Following Consultant selection and execution of the MOU, a Work Plan and contract will be negotiated. The contract will specify billing for services on an hourly basis as required to complete the Work Plan. The contract will begin after approval of the Work Plan by the Regional Water Board. The estimated start date for the contract is in the second quarter of 2026.

Evaluation Criteria

| Criteria | Points |
|--|---------------|
| Project approach – Setting objectives and developing plan to develop CEQA Substitute Environmental Documentation | 10 |
| Expertise of proposed team in CEQA analysis with experience in developing Substitute Environmental Documentation | 15 |
| Principal in Charge/Project Manager – Availability and responsiveness | 5 |
| Relevant firm experience and understanding of the permittees’ opportunities and challenges | 10 |
| Proposed Schedule | 5 |
| Consultant Rates | 5 |
| Total | 50 |



Special Location: **EBMUD Main Wastewater Treatment Plant, Lab Library**
 2020 Wake Ave, Oakland, CA

See meeting invitation for instructions to check in with security and obtain a badge.

1. Roll Call and Introductions – 9:30 AM
2. Public Comment – 9:40 AM
3. Discussion Items – See below

| Topic | Goal | Time |
|--|--|-------------|
| A. Agency Updates | <ul style="list-style-type: none"> • Roundtable from BACWA and Water Board | 9:45 AM |
| B. Constituents of Emerging Concern | <ul style="list-style-type: none"> • BACWA PFAS Phase 3 Study • Water Boards strategy for industrial PFAS • RMP Special Studies | 10:00 AM |
| C. Mercury/PCBs | <ul style="list-style-type: none"> • Fish Consumption Survey Update • Basin Plan Amendment for Tribal/Subsistence Fishing Beneficial Uses • TMDLs / 2028 Permit Reissuance | 10:20 AM |
| D. Nutrients – Funding | <ul style="list-style-type: none"> • EPA SF Bay Program Funding Opportunity | 10:25 AM |
| E. Nutrients - Basin Plan Amendment for Compliance Schedule Policy | <ul style="list-style-type: none"> • CEQA Substitute Environmental Document • Next Steps on Memorandum of Understanding and Consultant Contract • Next Steps on the Basin Plan Amendment | 10:30 AM |
| F. Nutrients - Reporting | <ul style="list-style-type: none"> • Group Annual Report and Compliance Schedule Milestones reporting | 10:50 AM |
| G. Nutrients – Trading | <ul style="list-style-type: none"> • Update on Water Quality Trading Feasibility Assessment (The Freshwater Trust) and next steps • Coordination with Nutrient Management Strategy science team • 2029 Nutrients Watershed Permit | 11:10 AM |
| G. Upcoming Events | <ul style="list-style-type: none"> • Public outreach event at Exploratorium • May 1, 2026 – BACWA Annual Members Meeting (Date to be confirmed) | 11:25 AM |

4. Tour of EBMUD Main Wastewater Treatment Plant – 11:30 AM

MEMORANDUM OF UNDERSTANDING

CONTRACT NO. 2026.004

The parties to this Memorandum of Understanding (“MOU”) are the Bay Area Air Quality Management District (“AIR DISTRICT”), a California agency, located at 375 Beale St., Suite 600, San Francisco, CA 94105 and the **Bay Area Clean Water Agencies** (“BACWA” or “PARTNER”), a joint powers agency in the San Francisco Bay Area, located at PO Box 24055, MS 702, Oakland, CA 94623.

RECITALS

WHEREAS, the AIR DISTRICT has approved a three-year Engineering Program Manager (EPM) Pilot Program to support the timely, consistent, and transparent processing of permit applications for participating facilities, as part of implementation of *Goal 4: Be Effective, Accountable, and Customer-Oriented* of the AIR DISTRICT’s 2024-2029 Strategic Plan.

WHEREAS, the AIR DISTRICT has allocated seed funding for the startup of the EPM Pilot Program, covering direct costs and staffing in a pre-development period from January 1, 2026, until May 31, 2026.

WHEREAS, the EPM Pilot Program will be funded at the agreed-upon level by voluntary contributions from participating facilities for the duration of the EPM pilot program, starting in June of 2026.

WHEREAS, BACWA represents San Francisco Bay clean water agencies subject to federal Clean Air Act and California State Health & Safety Code permitting requirements overseen by the AIR DISTRICT through its delegated authority.

WHEREAS, BACWA has agreed to volunteer as a partner to the AIR DISTRICT on the startup of the EPM Pilot Program in the pre-development period, with the intention of coordinating participation among its members and working toward a voluntary funding agreement for future work starting on or about June 1, 2026.

IT IS NOW THEREFORE AGREED:

1. **PURPOSE.** This MOU describes a non-exclusive, non-monetary relationship between BACWA and the AIR DISTRICT covering voluntary and discretionary activities during the pre-development period of the EPM Pilot Program from January 1, 2026, to May 31, 2026.

2. **AIR DISTRICT Responsibilities.**

The AIR DISTRICT will:

- a. Assign an Engineering Program Manager to carry out the responsibilities of the AIR DISTRICT, as described in this MOU, working up to 20 hours per week on BACWA matters.
- b. Provide general project management and process navigation services to BACWA members for permit applications.
- c. Support permit processing of up to three (3) BACWA member permit applications, as prescribed in Attachment A attached and incorporated herein by this reference, for work during the pre-development period.
- d. Respond to BACWA inquiries in a timely manner.
- e. Develop permit application tracking and collaboration tools to facilitate effective coordination between the Air District and BACWA.
- f. Hold regular meetings with BACWA and BACWA members to coordinate the fulfillment of this MOU. Meetings may be virtual, in-person, or hybrid. Meeting schedules will be:
 - i. Monthly meetings between EPM and BACWA staff, scheduled by the EPM.
 - ii. Monthly meetings between EPM, plant staff and consultants for each of the three permit applications selected, scheduled by the EPM.
 - iii. Quarterly meetings between the EPM, Air District, and BACWA where the EPM will provide briefings to BACWA, scheduled by BACWA.
- g. Prepare a written report on air permitting issues and trends for projects at regional wastewater treatment plants, taking into account cross-jurisdictional requirements from other regulatory agencies, to inform development of a three-year EPM Pilot Program workplan for BACWA and its members, as well as informing general permitting and policy activities related to wastewater treatment plants at the AIR DISTRICT.
- h. Track and report staff hours related to this MOU, by day and by activity, providing written documentation to BACWA staff by the fifth day of each month for work completed in the preceding month.
- i. Collaborate with BACWA to develop a three-year EPM Pilot Program workplan and voluntary funding agreement, with annual milestones and program offramps, to cover future work to begin on or about June 1, 2026.
 - i. The three-year EPM Pilot Program workplan and voluntary funding agreement will include mutually agreed upon performance metrics and reporting requirements that can be used to evaluate periodic progress, achievement of milestones, annual and final program results, and measurable benefits to BACWA members.

- ii. Neither approval of this MOU nor negotiation of a three-year EPM Pilot Program workplan and voluntary funding agreement compels BACWA, its executive board, or its membership to approve or commit to future actions or contributions related to the EPM Pilot Program.
- j. Organize and facilitate a half-day retreat and plant site visit as part of a joint AIR DISTRICT-BACWA kickoff event, in the late spring or early summer of 2026, to launch the three-year voluntary partnership upon full execution of the funding agreement.

3. **BACWA Responsibilities.**

BACWA will:

- a. Provide three BACWA member permit applications, as prescribed in Attachment A, to be used as test cases for the EPM Pilot Program during the pre-development period covered by this MOU.
 - i. BACWA will ensure its permit applicants will respond to AIR DISTRICT data requests in a timely manner and will work expeditiously with AIR DISTRICT staff to agree on a schedule to deliver requested data.
 - ii. BACWA acknowledges that persistent and prolonged delays by BACWA members in providing requested information and/or replying to AIR DISTRICT communications may result in the permit application being removed from the EPM Pilot Program, without fault of the AIR DISTRICT.
 - iii. BACWA acknowledges the AIR DISTRICT makes no commitment to complete processing or take any final action on any of the permit applications during the pre-development period.
- b. Communicate to the AIR DISTRICT a minimum set of standards and schedules for reporting EPM Pilot Program performance that will meet BACWA and BACWA members' accounting and oversight requirements. This information will be used to develop performance metrics, reporting requirements, and milestones in the three-year EPM Pilot Program workplan and voluntary funding agreement.
- c. Coordinate and support the dissemination of AIR DISTRICT information and materials related to the EPM Pilot Program to BACWA and BACWA members.
- d. Collect and provide ongoing (informal) and periodic (structured) feedback on EPM Pilot Program performance to assist program development and adaptive management. Feedback can be conveyed in verbal discussions, written communications, surveys, or polls, or other mediums agreed to by the parties.
- e. Enter into good-faith negotiations with the AIR DISTRICT towards the development and approval of a three-year EPM Pilot Program workplan and

voluntary funding agreement, for BACWA-funded work anticipated to begin on or about June 1, 2026. This includes efforts by BACWA to manage internal approval processes in a timely manner to meet proposed EPM Pilot Program work schedules.

No Warranties; No Guarantee of Regulatory Outcomes.

- a. The parties acknowledge that services provided under this MOU are advisory and facilitative in nature and are intended to support understanding of and compliance with applicable regulatory requirements and permitting processes. All services are provided on an “as-is” and “as-available” basis.
 - b. AIR DISTRICT makes no representations or warranties, express or implied, regarding the accuracy, completeness, or suitability of any information, guidance, templates, tools, or materials provided, or regarding any particular permitting outcome, approval, timeline, or regulatory determination.
 - c. Nothing in this MOU shall be construed as a guarantee of permit issuance, regulatory approval, or project viability, nor as a substitution for the independent judgment, authority, or discretion of any regulatory agency.
 - d. Each party remains solely responsible for compliance with applicable laws, regulations, permit conditions, and for decisions made in reliance on information provided under this MOU.
 - e. Nothing in this MOU is intended to influence regulatory decision-making or confer preferential treatment.
4. **Term.** The term of this MOU shall be from January 1, 2026 to May 31, 2026, unless further extended by amendment of this MOU in writing and signed by both parties, or terminated earlier.
5. **Termination.** This MOU may be terminated without cause by DISTRICT or BACWA at any time upon thirty (30) days written notice to the other party and delivered in accordance with Section 13, Notices. Immediately upon receipt of the notice of termination, the other party shall cease all activities under the MOU, except such activities as are specified in the notice of termination.
6. **Relationship of Parties.** It is expressly understood that this is an agreement between the Air District and BACWA, and that no individual agency, employee, partnership, joint venture, or other relationship is established by this MOU. The intent of both the Air District and BACWA is to create an independent collaborative relationship.

Indemnification.

- a. BAWCA shall indemnify and hold the AIR DISTRICT, its officers, employees and agents harmless from and against any and all liability, loss, expense, including reasonable attorneys' fees, or claims for injury or damages arising out of the performance of this MOU, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the BAWCA, its officers, agents, or employees.
 - b. The AIR DISTRICT shall indemnify and hold the BAWCA, its officers, employees and agents harmless from and against any and all liability, loss, expense, including reasonable attorneys' fee, or claims for injury or damages arising out of the performance of this MOU, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the AIR DISTRICT, its officers, agents, or employees.
7. **Dispute Resolution.** A party that disputes a notice of breach must first seek mediation to resolve the dispute in accordance with the provisions set forth below.
- a. Upon receipt of a notice of breach of the MOU, the party may submit a demand for mediation to resolve whether or not a breach occurred. The party must state the basis of the dispute and deliver the demand within ten (10) business days of the date of receipt of the notice of breach.
 - b. The mediation shall take place at AIR DISTRICT's office at 375 Beale Street, Suite 600, San Francisco, or at such other place as may be mutually agreed upon by the parties and the mediator.
 - c. The parties shall make good faith efforts to hold the mediation within thirty (30) days after receipt of the demand for mediation.
 - d. Each party shall bear its own mediation costs.
 - e. In the event the parties are unable to resolve the dispute, either party may file an action in a court of competent jurisdiction to enforce the MOU.
8. **Assignment.** No party shall assign, sell, license, or otherwise transfer any rights or obligations under this MOU to a third party without the prior written consent of the other party, and any attempt to do so shall be void upon inception.
9. **Waiver.** No waiver of a breach, of failure of any condition, or of any right or remedy contained in or granted by the provisions of this MOU shall be effective unless it is in

writing and signed by the party waiving the breach, failure, right, or remedy. No waiver of any breach, failure, right, or remedy shall be deemed a waiver of any other breach, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies. Further, the failure of a party to enforce performance by the other party of any term, covenant, or condition of this MOU, and the failure of a party to exercise any rights or remedies hereunder, shall not be deemed a waiver or relinquishment by that party to enforce future performance of any such terms, covenants, or conditions, or to exercise any future rights or remedies.

10. **Severability.** If a court of competent jurisdiction holds any provision of this MOU to be illegal, unenforceable or invalid, in whole or in part, for any reason, the validity and enforceability of the remaining provisions, or portions of them, will not be affected.
11. **Governing Law.** Any dispute that arises under or relates to this MOU shall be governed by California law, excluding any laws that direct the application of another jurisdiction's laws. Venue for resolution of any dispute that arises under or relates to this MOU, including mediation, shall be San Francisco, California.
12. **Modification.** This MOU may only be amended by mutual agreement of the parties in writing and signed by both parties.
13. **Notices.** All written notices or other communications required to be given by either party to the other party shall be deemed given when made in writing and delivered, mailed, or emailed to such other party at its respective address as follows:

To BACWA:

Attention: Lorien Fono
Bay Area Clean Water Agencies
PO Box 24055, MS 702
Oakland, CA 94623
lfono@bacwa.org

To AIR DISTRICT:

Attention: Janet Whittick
Bay Area Air Quality Management District
375 Beale Street, Suite 600
San Francisco, CA 94105
jwhittick@baaqmd.gov

IN WITNESS WHEREOF, the parties to this MOU have caused this MOU to be duly executed on their behalf by their authorized representatives.

BAY AREA CLEAN WATER AGENCIES

By:  _____
Jackie Zipkin
BACWA Board Chair

2/9/2026
Date: _____

BAY AREA AIR QUALITY MANAGEMENT DISTRICT

By: _____
Meredith Bauer
Principal Deputy Executive Officer

Date: _____

ATTACHMENT A
PERMIT APPLICATIONS

| Plant Owner | Plant ID | Application No. | Project Name |
|---|-----------------|------------------------|---------------------------------------|
| City of Sunnyvale | 733 | TBD | Cogeneration engine |
| Santa Rosa Water - Laguna Treatment Plant | 1403 | 31482 | Request modifications to conditions |
| San Francisco SE Treatment Plant | 568 | 31989 | Biosolids digester facilities project |



BACWA Phase 3 Planning Meeting

Outline Study Questions and Design



Diana Lin, Managing Senior Scientist

February 11, 2026

Agenda

Goal: Outline study design

Agenda:

- Diana share straw man study design
- BACWA members share feedback and provide updates

Straw Man Study Design: Phase 3A

- Quantify legacy/long-chain PFAS, as well as other PFAS subclasses in influent and effluent
 - Short-chain PFAS
 - Ultra-short chain PFAS
 - Polyfluoroalkyl phosphoric acid diesters (PAPs)
 - Perfluoroalkyl sulfonamides (FASA)
 - And more!
 - Total Oxidizable Precursors (TOP)
 - Bulk extractable/adsorbable organofluorine (EOF/AOF)
- All participants (10) include 1633 and TOP
- Pilot newer methods on subgroup (6-8)

SFEI

Straw Man Study Design: Phase 3A

- What are levels of PFAS subgroups in municipal POTW influent/effluent?
- Effluent: Compare loadings of PFAS subgroups to Bay with urban stormwater runoff
- Influent: PFAS subgroups and fingerprints can inform upstream sources. Compare contributions from upstream sewershed sources (from Phase 2 and Phase 3B)

SFEI

Analytical Costs

| Analysis | Unit Cost |
|---|----------------|
| Target Method, EPA Method 1633 | \$450 |
| Total Oxidizable Precursors (TOP) Assay (EPA Method 1633) | \$470 |
| Ultra-short PFAS (MLA-120) | \$290 |
| Ultra-short TOP (MLA-122) | \$330 |
| Extended PFAS (MLA-121) | \$460 |
| FTOH PFAS (MLA-073) | \$540 |
| AOF (MLA-119) - FI CIC | \$280 |
| EOF - FI CIC | \$280 |
| F-NMR (U. of Minnesota) | |
| TOTAL | \$3,100 |

SFEI

Straw Man Study Design

Current Analytical Budget: \$100,000

| | # Facilities | # Samples | Analytical Cost Description | Analytical Costs | Total Costs |
|---------------|--------------|-----------|-----------------------------|------------------|-----------------|
| POTW Effluent | 10 | 14 | 1633 and TOP | \$1,000 | \$14,000 |
| POTW Influent | 10 | 14 | 1633 and TOP | \$1,000 | \$14,000 |
| POTW Effluent | 8 | 12 | Other PFAS methods | \$2,000 | \$24,000 |
| POTW Influent | 8 | 12 | Other PFAS methods | \$2,000 | \$24,000 |
| | | | | Total | \$76,000 |

Some flexibility to analytical budget from stormwater analytical budget (ongoing discussion)

SFEI

Straw Man Study Design

- Use Phase 3A to inform next phase (3B)
 - PFAS subgroups quantified
 - Ongoing product testing (parallel effort on car product and detergent testing) can inform priority sewershed sources to sample
- Phase 3A: Aim for May 2026 sampling
- Phase 3B: Aim for September 2026 sampling

SFEI

Straw Man Study Design: Phase 3B

- Consider residential sewershed sampling
 - ~5 locations
 - >500 households
 - Evaluate PFAS (subgroups) loading contribution to influent
 - Suggested locations
 - EBMUD (2 locations)
 - West Valley (1 location)
 - Central San (1 location)
 - San Jose/DSRSD: discuss based on representative sampling location and interest

SFEI

Straw Man Study Design

Phase 3B, Consider sampling

- Household laundromats
 - Inform by detergent product testing and Phase 3A results
- Car wash
 - Informed by product testing
- Battery recycling facility
- Industrial laundry
 - Is it useful to repeat previous findings?

SFEI

Straw Man Study Design: Phase 3B

Suggest de-prioritizing human waste

- Literature reported urine studies
 - Can use literature values to estimate loadings
 - Significant source of short-chain PFAS
 - Not a good biomonitoring matrix
- Exposure routes still lead to products and upstream sources
 - Drinking water, household dust, food
- Budget constraints for study design
 - QA/QC for separate matrix
 - Sufficient samples for population representative sampling

SFEI

Proposed Project Timeline

2025

- December: Kickoff Meeting

2026

- May: Influent/Effluent sample collection
 - June-August Analysis
- September/October sewershed sample collection
 - October - December: Laboratory Analysis

2027

- January - March: QA/QC, Data Analysis
- March - June: Preliminary results presentation and discussion
- April: Preliminary data interpretation with ECWG
- August - October: Draft/Final Report

Project extension possible

SFEI

SFPUC Policy & Government Affairs

Nutrient Reduction Funding Opportunities

Date: February 3, 2026

Re: Potential Funding opportunities SFPUC has identified for nutrient reduction

This memo provides an overview of the state and federal nutrient reduction funding opportunities that BACWA and the SFPUC can advocate for.

State

Greenhouse Gas Reduction Fund (GGRF)

- Established in 2012, this program is funded through deposits from California's Cap-and-Invest auctions. Any state agency that designs and implements a program to facilitate greenhouse gas emission reduction, benefit disadvantaged communities, and provides transparency and accountability regarding funds can apply for funds through the GGRF.

Proposition 4/Climate Bond

- This \$10 billion bond for climate resilience was passed in 2024, and the first funds were allocated to the 2025/2026 budget. This bond aims to help California adjust to climate change impacts by funding projects for safe drinking water, wildfire prevention, drought preparedness, parks, and other conservation efforts.

State budget earmarks

- A state budget earmark is a provision in an appropriation bill that directs funds to a specific project, organization, or location, bypassing the standard competitive bidding process. These targeted, state-level allocations allow legislators to secure funding for local infrastructure, community projects, or specific institutions within their districts.

Federal

Congressionally Directed Spending (earmarks)

- Annually, Congress members open earmark applications for eligible applicants in their district. A select number of projects get chosen by the Congress members and those projects provide a public good in their respective districts.

State Revolving Funds (SRFs)

- These are state-run, federally funded loans and grants that utilities can apply for. The Clean Water SRF is a program that offers low-cost financing for a wide variety of water quality projects. The Drinking Water SRF assists public water systems in financing the cost of drinking water infrastructure projects.

[US Army Corps of Engineers Environmental Infrastructure](#) (USACE)

- USACE supports non-Federal sponsors by providing financial or technical assistance for the design and construction of water-related environmental infrastructure that is publicly-owned and operated. These projects include clean water infrastructure, wastewater infrastructure, storm water management, and surface water resource protection.

San Francisco Bay Regional Water Quality Control Board

Notice Date: January 20, 2026

NOTICE OF PUBLIC HEARING TO AMEND THE WATER QUALITY CONTROL PLAN FOR THE SAN FRANCISCO BAY BASIN

NOTICE IS HEREBY GIVEN that the San Francisco Bay Regional Water Quality Control Board (Water Board) will consider an amendment to the Water Quality Control Plan for the San Francisco Bay Basin (Basin Plan) during a public hearing on **April 8, 2026**. Specifically, the Water Board will consider **adding the definitions of three new beneficial uses to the Basin Plan: Tribal Tradition and Culture (CUL), Tribal Subsistence Fishing (T-SUB), and Subsistence Fishing (SUB)**.

The proposed amendment does not constitute an activity which has a potential to result in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment (Pub. Res. Code, § 21065). The proposed amendment is not a “project” for purposes of CEQA, is not subject to CEQA, and therefore, is not subject to the Water Board’s certified regulatory programs regulations implementing CEQA (Cal. Code Regs., tit. 23, 3720 (b), (c)(2)).

The public hearing to receive public comments and consider adoption of the proposed amendment and draft staff report will be held in-person with a remote participation option as follows:

DATE: **April 8, 2026**

TIME: 9:00 a.m. (approximate)

LOCATION:

In-Person: Elihu M. Harris Building
First Floor Auditorium 1515 Clay Street, Oakland, CA 94612

Remotely: Please check

https://www.waterboards.ca.gov/sanfranciscobay/board_info/remotemeeting/index.html to find out how to participate remotely.

STAFF CONTACT: Tong Yin
San Francisco Bay Regional Water Quality Control Board
1515 Clay Street, Suite 1400
Oakland, CA 94612
Phone: 510-622-2418
Email: Tong.Yin@waterboards.ca.gov

NOTICE IS ADDITIONALLY HEREBY GIVEN that the public has an opportunity to comment, in accordance with this notice, on the proposed Basin Plan amendment and the draft staff report.

DOCUMENT AVAILABILITY: The proposed Basin Plan amendment and supporting draft staff report are available online at the Water Board's "PUBLIC NOTICES AND DOCUMENTS FOR REVIEW" page (under Basin Planning and TMDLs): https://www.waterboards.ca.gov/sanfranciscobay/public_notices/#basin, and at the project webpage: https://www.waterboards.ca.gov/sanfranciscobay/water_issues/programs/planningtmdls/amendments/TBUbpa.html.

SUBMISSION OF WRITTEN COMMENTS: The 45-day comment period for the proposed amendment begins on January 20, 2026. Written comments must be received **no later than 5:00 p.m. on March 6, 2026**. Please send all written comments to the staff contact identified above. Additionally, all evidence, testimony, and exhibits to be offered at the hearing must be submitted in writing by this date to the above staff contact. Non-evidentiary policy statements to be made at the hearing need not be submitted in advance.

One week before the Board hearing date, any proposed changes to the proposed Basin Plan amendment and draft staff report, along with written responses to all comments received during the public comment period, will be posted at the Board Meeting agenda page: https://www.waterboards.ca.gov/sanfranciscobay/board_info/agenda.html.

PROCEDURAL MATTERS: The Water Board will receive oral public testimony on the proposed Basin Plan amendment and draft staff report at the hearing. At the conclusion of the hearing, the Board will consider adoption of the proposed Basin Plan amendment and draft staff report, including changes to the proposed Basin Plan amendment that are consistent with the general purpose of the proposed amendment and are a logical outgrowth of the comments received.

The public hearing will be conducted in accordance with the California Code of Regulations, title 23, section 649.3. To ensure a productive, efficient and fair hearing in which all participants have an opportunity to be heard, oral comments will generally be limited to three minutes. Participants with similar comments are strongly encouraged to make joint presentations.

Individuals who require special accommodations are requested to contact Executive Assistant Julie Haas, (510) 622-2399, Julie.Haas@Waterboards.ca.gov, at least five (5) working days before a meeting. TTY users may contact the California Relay Service at 1-800-735-2929 or voice line at 1-800-735-2922.

FUTURE NOTICES: Any changes in the date of the hearing, the availability of responses to comments or any other updates will be noticed by the GovDelivery e-mail list. Any person desiring to receive future notices concerning the proposed Basin Plan amendment should sign up for the GovDelivery e-mail list at [California Water Boards Email Subscription Signup](#), and select the box "Tribal and Subsistence Beneficial Uses" under "Future Basin Planning/TMDL Projects."

FY 2027 DRAFT Budget

|  | | | Draft | |
|--|---|--------------------|--------------------|--|
| | <u>Line Item Description</u> | <u>FY26 Budget</u> | <u>FY27 Budget</u> | <u>FY26 NOTES</u> |
| REVENUES & FUNDING | | | | |
| Dues | Principals' Contributions | \$581,626 | \$610,707 | FY27: 5% increase 5 @ \$122,141 |
| | Associate & Affiliate Contributions | \$218,910 | \$226,446 | FY27: 5% increase. 13 Assoc: \$10,079 47 Affiliate: \$2018; UC Berkeley \$541 |
| Fees | Clean Bay Collaborative | \$675,000 | \$675,000 | Same as FY25. Prin: \$450,000; Assoc/Affil: \$225,000 |
| | Nutrient Surcharge | \$1,750,000 | \$1,750,000 | See Nutrient Surcharge Spreadsheet |
| | Member Voluntary Nutrient Contributions | | | |
| Other Receipts | Non R2 Affiliate Members | \$7,690 | \$8,072 | FY27: 5% increase Santa Rosa, Sac Reg'l, Vacaville, Ironhouse \$2018 / each, |
| | EPA Grant | | \$25,284 | Includes AED hours, will include total funding to BACWA for admin and nutrient projects |
| Interest Income | LAIF | \$160,000 | \$160,000 | BACWA, Legal, & CBC Funds invested in LAIF |
| | Total Revenue | \$3,393,226 | \$3,455,509 | |
| | <u>Line Item Description</u> | <u>FY26 Budget</u> | <u>FY27 Budget</u> | <u>FY26 NOTES</u> |
| EXPENSES | | | | |
| Labor | | | | |
| | Executive Director | \$233,199 | \$240,195 | (incl 3% CPI SF Bay Metro Area Dec 2025) |
| | Assistant Executive Director | \$98,193 | \$126,420 | (incl 3% CPI SF Bay Metro Area Dec 2025 + plus 300hrs for EPA Grant); \$84.28/hour; Reflects 1500 hours) |
| | Regulatory Program Manager | \$162,373 | \$167,244 | (incl 3% CPI SF Bay Metro Area Dec 2025); \$123.88/hour, Reflects 1350 hours |
| | Employee Model Contingency | | \$150,000 | Based on an estimate of benefits costing 30% of salary |
| | Total | 493,764 | \$683,859 | |
| Administration | | | | |
| | EBMUD Financial Services | \$44,596 | \$46,826 | 5% increase from FY26 |
| | EBMUD Financial Services for EPA Grant | | tbd | Financial services related to EPA Grant |
| | Auditing Services | \$5,672 | \$6,200 | Financial Auditors through EBMUD; per auditor rate schedule |
| | Administrative Expenses | \$4,059 | \$4,059 | No change from FY26 |
| | Insurance | \$12,366 | \$11,000 | 15-20% increase from FY26 actual (per Alliant) |
| | Total | 66,693 | \$68,085 | |
| Meetings | | | | |
| | EB Meetings | \$4,200 | \$4,200 | No change from FY26 |
| | Annual Meeting | \$14,369 | \$15,806 | 10% increase from FY26 |
| | Pardee | \$4,000 | \$4,000 | No change from FY26 |
| | Misc. Meetings and conferences | \$10,000 | \$10,000 | No change from FY26 |
| | Total | 32,569 | \$34,006 | |
| Communication | | | | |
| | Website Hosting / Domain registration | \$758 | \$250 | 66% decrease based on past years actual spending and vendor change |

FY 2027 DRAFT Budget

| EXPENSES | | | | |
|-----------------------|---|-----------------|------------------|---|
| | File Storage | \$828 | \$750 | No change from FY26, box.net |
| | Website Development/Maintenance | \$1,656 | \$750 | 54% decrease based on past years actual spending and vendor change |
| | IT Support (As Needed) | \$2,870 | \$1,000 | 65% decrease based on past years actual spending |
| | BACWA Value of Wastewater Communication | \$50,000 | \$50,000 | New line item in FY24, no change from FY24 - TBD |
| | Other Communication | \$1,932 | \$4,000 | 10% increase from FY26 actual; MS Exchange, Survey Monkey, PollEv, Zoom, Netfile, listserv |
| | Total | \$58,044 | \$56,750 | |
| Legal | | | | |
| | Regulatory Support | \$20,000 | \$20,000 | No change from FY26 |
| | Executive Board Support | \$2,403 | \$20,000 | Increase from FY26 for employment models support |
| | Total | 22,403 | \$40,000 | |
| Committees | | | | |
| | AIR | \$94,750 | \$94,750 | \$93,750 consulting support, \$1k misc expenses, WF Reply from Committee re FY27 |
| | BAPPG | \$148,060 | \$159,060 | Includes Pest. Reg Spt. @ \$77k; Pest. Prof Outreach @\$27K; Media Consultant @ \$50K; website/unplanned issues |
| | Asset Management Committee | \$500 | \$500 | No change from FY26 |
| | BABC | \$120,000 | \$120,000 | Formerly BACWA Biosolids, now BABC program management contract |
| | Collections System | \$1,000 | \$700 | SSS WDR Support |
| | O&M Committee | \$1,500 | \$500 | No change from FY25 |
| | Laboratory Committee | \$500 | \$700 | Increase from FY26 |
| | Permits Committee | \$500 | \$500 | No change from FY26 |
| | Pretreatment | \$500 | \$500 | No change from FY26 |
| | Recycled Water Committee | \$500 | \$500 | No change from FY26 |
| | Misc Committee Support | \$45,000 | \$45,000 | No change from FY26 |
| | Manager's Roundtable | \$1,000 | \$1,000 | No change from FY26 |
| | Total | 413,810 | \$423,710 | |
| Collaboratives | | | | |
| | Collaboratives | | | |
| | State of the Estuary (SFEP-biennial) | \$20,000 | \$0 | Biennial in Even Fiscal Years |
| | Arleen Navarret Award | \$0 | \$2,500 | Next Award will be disbursed in FY27 |
| | BayCAN | \$5,000 | \$1,500 | |
| | General benefit contribution to EPM Pilot | | \$50,000 | EPM time spent on general permitting improvements |
| | Bay Area One Water Network | \$5,000 | \$0 | No donations in FY27 |
| | Bruce Wolfe Scholarship | \$4,000 | \$0 | FY22, FY23, FY24, FY25 FY26 - FY26 is last year |
| | Our Water Our World Program | \$10,000 | \$10,000 | No change from FY26, Previously included in BAPPG Budget |
| | National Stewardship Action Council | \$10,000 | \$10,000 | No change from FY26, Previously included in BAPPG Budget |
| | California Product Stewardship Council | \$10,000 | \$10,000 | No change from FY26, Previously included in BAPPG Budget |
| | Misc | \$1,500 | \$1,500 | NBWA |
| | Total | 64,000 | \$85,500 | |
| Other | | | | |
| | Unbudgeted Items | | | |

FY 2027 DRAFT Budget

| EXPENSES | | | | |
|---------------------|--------------------------------------|--------------------|--------------------|--|
| | Other | | | |
| | | | | |
| Tech Support | | | | |
| | Technical Support | | | |
| | Nutrients | | | |
| | Watershed Permit NMS Contribution | \$2,200,000 | \$2,200,000 | Permit required funding for 3rd Watershed Permit Science Studies |
| | NMS Voluntary Contributions | | | |
| | Additional work under permit | \$100,000 | \$100,000 | Discretionary work including trading |
| | Nutrient Workshop(s) | \$0 | \$0 | Pilot Studies/Plant Review/Innovative Technologies; Might change |
| | NMS Reviewer | \$50,000 | \$30,000 | Contract with Joe Dillion |
| | Regional Nutrient Compliance Support | \$250,000 | \$250,000 | HDR multi year contract |
| | EPA Funded Grant Work | | tbd | Regional Planning and Nutrient Trading |
| | General Tech Support | \$100,000 | \$100,000 | Eg. Nutrients, biosolids |
| | CEC Investigations | \$50,000 | \$50,000 | PFAS Study Phase 3 |
| | Risk Reduction | \$12,500 | \$12,500 | Will plan new risk reduction tasks for current Hg/PCB Watershed Permit |
| | EPA Funded Grant Work | | TBD | |
| | Total | \$2,762,500 | \$2,742,500 | |
| | TOTAL EXPENSES | \$4,568,281 | \$4,134,410 | |
| | NET INCOME BEFORE TRANSFERS | -\$529,725 | -\$678,900 | |
| | TRANSFERS FROM RESERVES | | | aligns with strategy of drawing down reserves to lessen impact of Nutrient Surcharge |
| | NET INCOME AFTER TRANSFERS | \$0 | \$0 | |
| | TOTAL OPERATING BUDGET | \$1,538,605 | \$1,538,605 | |
| | OPERATING RESERVE | \$384,651 | \$384,651 | |
| | | | | |
| | | | | |

BACWA Special Projects Budget - FY27

|  | | | Draft | |
|--|--|--------------------|--------------------|---|
| | <i>Line Item Description</i> | <i>FY26 Budget</i> | <i>FY27 Budget</i> | <i>FY27 NOTES</i> |
| REVENUES & FUNDING | | | | |
| | BACC Admin Fees | \$40,468 | \$52,000 | 400 hours of AED support \$130/hr |
| | CASA Passthrough | \$620,125 | \$620,125 | Pass through program |
| | EPA Grant | \$0 | \$0 | Passthrough to sub-awardees |
| | AQPI | \$0 | \$0 | |
| | Bay Area Air District EPM Agency Passthrough | \$0 | \$0 | EPM work for specific agencies |
| | DPR Grant | \$0 | \$67,500 | BAPPG CA DPR Grant, Stephanie Hughes and Jennifer Dymment |
| | Total Revenues | \$660,593 | \$739,625 | |
| | <i>Line Item Description</i> | <i>FY26 Budget</i> | <i>FY27 Budget</i> | <i>FY27 NOTES</i> |
| EXPENSES | | | | |
| | BACC Administrator | \$40,468 | \$52,000 | 400 hrs AED support at \$130 per hr |
| | CASA Passthrough | \$620,125 | \$620,125 | Pass through program |
| | EPA Grant | \$0 | \$0 | Passthrough to sub-awardees |
| | AQPI | \$0 | \$0 | |
| | Bay Area Air District EPM Agency Passthrough | \$0 | \$0 | EPM work for specific agencies |
| | DPR Grant Administration | \$0 | \$67,500 | BAPPG CA DPR Grant, Stephanie Hughes and Jennifer Dymment |
| | Total Expenses | 660,593 | \$739,625 | |
| Administration | | | | |
| | Total Revenues | \$660,593 | \$739,625 | |
| | (Total Exepnses) | \$660,593 | \$739,625 | |
| | Total Cost to BACWA General Fund | \$0 | \$0 | |
| | | | | |
| | | | | |
| | | | | |



BACWA Spirit & Leadership Award

Nominee:

Name: _____

E-mail: _____

Nominator:

Name: _____

E-mail: _____

Agency: _____

Phone: _____

What is it?

This biennial award of \$2,500 honors the memory of Arleen Navarret and Dave Williams, two former members of the BACWA community who exemplified public service and environmental stewardship. The funds may be used for conferences, leadership events, classes, or other activities that will support the awardee's professional development.

Arleen Navarret, a former BACWA Executive Board Chair, spent nearly 30 years with the San Francisco Public Utilities Commission and provided leadership to BACWA and Tri-TAC boards and committees. Her combination of technical and regulatory expertise and interpersonal skills was been invaluable to BACWA. Her development of effective relationships with regulators and community-based non-profits has resulted in the development of more thoughtful and effective water quality regulations.

Dave Williams, a former BACWA Executive Director, previously served as the Director of Wastewater for the EBMUD, and on the Board of Directors of the Central Contra Costa Sanitary District. During his long career, he led the region in garnering support for practical science-based regulation, fostered broad collaboration amongst the membership and regulatory bodies, and centered careful and transparent stewardship of public funds.

This is a biennial award honoring emerging leaders in the wastewater community exhibiting characteristics possessed by former Arleen Navarret and Dave Williams:

- Leadership in the workplace and wastewater community
- Commitment to environmental protection
- Mentorship of and compassion for others
- Dedication to development of wastewater workforce
- Technical expertise and innovative problem-solving
- Effective communications with people from diverse backgrounds
- Civic Integrity with a high commitment to ethics, transparency, and public trust

Who is eligible?

Only current employees of BACWA member agencies are eligible to receive this award.

How to apply

BACWA Spirit & Leadership Award

Applicants may nominate themselves, or be nominated by their colleagues. Applications must include:

1. Completed Nomination Form
2. Individual Narrative (in the following format)
 - a. nominee name at the top of each page
 - b. no more than 2 pages of double-spaced, 12-point font
 - c. concise introductory paragraph describing who the individual is and why they are being nominated
 - d. subsequent paragraphs that address
 - i. specific work or activities of the nominee that meet the one or more of the following criteria for the award: leadership; environmental protection; mentorship; workforce development; tech expertise; effective communication; public service and integrity
 - ii. the specific opportunity to which the award could be applied and how it would benefit the awardee in their professional development related to one or more of the following: leadership; environmental protection; tech skills development
 - e. concluding paragraph describing how this individual has or has the potential to positively impact and contribute to the wastewater community.

Deadline and Selection

Applications are due March 25, 2026 and should be submitted by e-mail as an attachment to jdymment@bacwa.org. The winner will be selected by the Award Committee and the award will be presented to the recipient at the BACWA Annual meeting on May 1, 2026. (Funds may be used for travel, lodging and meals, but not any alcoholic beverages.)

Committee Request for Board Action: None

On January 14th, Valley Water hosted a tour for about thirty attendees from BACWA member agencies. Prior to the tour, the group held round table discussions with Valley Water staff on specific laboratory functions such as quality management, metals and organics analysis, LIMS, sample collection and control, etc. The event also included an overview of Valley Water and their efforts in purified water, and Valley Water provided bottled purified water from their recycling facility for attendees to try. **Special thanks to Surjit Saini of Valley Water for hosting the event!**

The Water Quality Lab at Valley Water is an ELAP-accredited facility that tests over 400 regulated and unregulated contaminants, including inorganic, organic and microbiological contaminants (see [Valley Water Fields of Accreditation](#)). The lab is staffed by chemists, microbiologists and support personnel to handle and analyze treated drinking water, surface water, groundwater, and recycled water samples. More information about the lab is available in this [Fact Sheet](#).



Next Meeting: Tuesday, April 14, 10 am – 12 pm (Virtual)

Committee Request for Board Action: None

43 attendees participated remotely, including two guest speakers and representatives from 17 member agencies, the Regional Water Board, and consulting firms.

City of Burlingame - Recycled Water and Wastewater Discharge Reduction Project

Mahesh Yedluri (City of Burlingame) and Patrick Hassett (WRE) presented on this active City effort, which has twin goals of supplementing local water supplies via water reuse while also contributing towards the City's compliance with the Nutrients Watershed Permit. The City has investigated a wide range of alternatives, ranging from new treatment technologies to regional partnerships with other water and wastewater agencies. Four recycled water alternatives currently being evaluated include two different options for non-potable recycled water, and two options for direct potable reuse. Salinity can be a challenge for some Bay Area recycled water programs, but based on recent testing, the City's wastewater quality appears suitable for irrigation. The next phase of work involves additional analysis of the alternatives, including detailed cost estimates. [Link to City's website](#) | [Link to Presentation Slides](#)

Funding Updates

Sachi Itagaki (Kennedy Jenks) reported that the State Water Board's recycled water planning grants can still provide a 50% match for project costs, up to \$300,000 (FY26 [SRF Intended Use Plan](#)). WateReuse plans to request another tranche of Prop 4 funding in this year's state budget. There are currently few federal funding options, but [iBank](#) has loan capacity and is faster than the State Revolving Fund.

BACWA Updates on the Nutrients Watershed Permit

- USEPA has announced a [grant funding opportunity](#). Eligible projects include those that reduce nutrient inputs into San Francisco Bay. BACWA plans to submit a proposal by the March 3rd deadline
- BACWA has circulated a [Request for Information](#) related to compliance reporting; the request includes questions about water recycling. Responses are due February 13.
- BACWA is hiring a CEQA consultant to assist with development of a Basin Plan amendment to allow more than 10 years for implementation of qualifying projects (such as water recycling). [Link to RFQ](#).
- BACWA has released [short videos](#) about the value of clean water infrastructure for members' use.

Committee Survey on Recycled Water Program Administration – [Link to Summary Slides](#)

In late 2025 and early 2026, 19 Bay Area recycled water programs provided information about their recycled water program administration through an [online survey](#). The survey covered site supervisor training, procedures for self-monitoring and agency inspections of recycled water use sites, cross connection testing, and related topics. Based on the survey results, there is consistency in many program elements among agencies enrolled in the [Statewide General Order](#) (for example, quarterly self-monitoring). Some agencies continue to operate under site-specific recycled water permits, so their programs reflect different monitoring requirements. Where allowable, agencies have developed inspection and training approaches tailored for their individual circumstances. For a complete copy of survey results, contact [Mary Cousins](#).

SB 31 Implementation

[SB31](#), signed in 2025, should provide more flexibility for the use of disinfected tertiary recycled water, but the state Division of Drinking Water has not yet identified a pathway for implementing the legislation. Program administrators should not yet modify their programs to reflect SB31.

Announcements/Reminders/Agency Updates

- A research team supporting the CA Department of Water Resources has released a [survey on the impacts of Water Conservation](#). Responses are requested by January 31.
- Volumetric reports are due April 30, 2026 to [Geotracker](#). For agencies enrolled in the Statewide General Order, Annual Reports are also due April 30th to Geotracker.
- The BACWA Annual Members Meeting will be held Friday May 1st in downtown Berkeley

Next Meeting: April 21, 10:30 AM on MS Teams

**BAPPG and Pretreatment Committees
Joint Report to BACWA Board**

Meeting Date: February 4, 2026
Executive Board Meeting Date: February 20, 2026
BAPPG Chairs: Robert Wilson (City of Santa Rosa), Autumn Ross (SFUC)
Pretreatment Committee Chairs: Casey Fitzgerald (San José), Adam Kern (EBMUD)

Committee Request for Board Action: None

86 attendees participated virtually, including representatives from 29 member agencies, the Regional Water Board, and the State Water Board

Updates on Committee Activities and Announcements

- **Regional Water Board Announcements:** [DJ Alejandro](#) is now Pretreatment coordinator at the Regional Water Board. He shared that Pretreatment Annual Reports and Pollution Prevention Annual Reports are both due Feb. 28, but ideally both reports should be turned in the day before (Friday, Feb. 27). DJ has shared updated [tips for preparing Pollution Prevention reports](#). Pretreatment Annual Reports will follow the same requirements as previous years, as the State Water Board was granted a 3-year extension from USEPA on the federal [electronic reporting rule](#) for pretreatment reports.
- **BACWA Communication Update:** A [promotion plan](#) is now available for BACWA member agencies to use in promoting the recently completed “Wastewater 101” video.
- **BAPPG Steering Committee Updates:** The BAPPG Annual Report for 2025 is available on the [BACWA website](#). The spring digital media campaign will focus on pet pesticides.
- **BAPPG Pesticides Committee Update:** The committee is preparing a comment letter and recommending next steps for the CA Dept of Pesticide Regulation’s recent aquatic life risk assessment for [Fipronil Pet Products](#), which can wash off pets and end up in sewer systems.

Joint Meeting of BAPPG and Pretreatment Committee

The BAPPG and Pretreatment Committee co-chairs provided background information about their respective committees, which are both focused on source control. The group then discussed several wastewater pollutants that are of mutual concern to both committees (see below).

Fats, Oils, and Grease (FOG)

Melisa Guillen (City of American Canyon) shared information about [FOG outreach materials](#) that are available for members’ use. The group discussed the need for outreach materials for Microenterprise Home Kitchen Operations ([MEHKOs](#)), which are now allowed by ordinances in 6 out of 9 Bay Area counties. Since there is no provision for wastewater agencies to inspect MEHKOs, the best way to control FOG is through outreach at the time the facilities receive a County permit. Working with County environmental health departments is also a great way to provide training to commercial kitchen staff. Tara McClinton (NapaSan) shared her experiences working with the local Small Business Develop Center, which is another avenue for reaching new restaurant and food truck owners. Members shared the following FOG-related resources during the meeting:

- Western States Alliance - [FOG videos](#), including grease interceptor cleaning videos
- Central San – [Grease Trap Maintenance Fact Sheet](#)
- Central San – [Presentation on FOG control](#) for food handlers
- Palo Alto - [Grease Control Fact Sheet for Food Businesses](#)

Members shared some of the software resources they use for tracking FOG compliance, including [SAMS FOG](#), [Linko](#), [FOG BMP](#) and [SwiftComply](#). Melissa Guillen will present on this topic at the 2026 [CWEA P3S Conference](#).

**BAPPG and Pretreatment Committees
Joint Report to BACWA Board**

Meeting Date: February 4, 2026
Executive Board Meeting Date: February 20, 2026
BAPPG Chairs: Robert Wilson (City of Santa Rosa), Autumn Ross (SFPUC)
Pretreatment Committee Chairs: Casey Fitzgerald (San José), Adam Kern (EBMUD)

PFAS

Mary Cousins (BACWA) shared information about BACWA’s preliminary plans for conducting Phase 3 of a PFAS Regional Study, which will be led by scientists at the San Francisco Estuary Institute. BACWA member agencies are working with SFEI on the study’s sampling plan, and will also be responsible for sampling at wastewater plants and in the collection system. Separately, the State Water Board is working with Regional Water Boards on a strategy for controlling industrial sources of PFAS. BACWA plans to assist with coordination between the Water Boards and pretreatment committee on this topic.

Mercury

Casey Fitzgerald (City of San José) shared information about his agency’s dental amalgam program, which tracks about 900 dental practices across multiple cities within the plant’s service area. The program coordinates with the [Santa Clara County Dental Society](#) on training and outreach activities. Casey explained that the City has changed the program over the years since its inception in 2009, both to incorporate the [federal pretreatment standards](#) and to emphasize inspections and outreach over permitting-related paperwork, and is considering further streamlining to the program. [Link to Slides](#).

Nutrients

Effluent limits for nitrogen are now in effect under the 2024 [Nutrients Watershed Permit](#). Nitrogen is not typically included in Pollutant Minimization Programs, since it is a natural part of residential wastewater. However, high levels of nitrogen are controllable in industrial wastewater, and pretreatment programs ordinances may require updates to address nitrogen. For example, nitrogen or ammonia can be included in local limits or incorporated into sewer service rates.

Next BAPPG Meeting: April 1, 2026, 10 am- 12pm, Virtual

Next Pretreatment Committee Meeting: TBD

Collection Systems Committee

Report to BACWA Board

Committee meeting on 2/5/2026

Executive Board Meeting Date: 2/20/26

Committee Chairs: Dana Lawson (Central San) and Tracy Heidersbach (EBMUD)

Committee Request for Board Action: None

61 attendees from 33 collection system agencies, including two guest speakers

OneShoreline - Guidance for Resilient Public Infrastructure

[Link to Slides](#)

Summer Bundy, Director of Projects at the San Mateo County Flood & Sea Level Rise Resiliency District (OneShoreline) shared details about a guidance document that her agency is currently preparing to foster climate resilience for public infrastructure projects. The voluntary guidance is intended to help stormwater, transportation, and wastewater agencies with adaptation planning. It will address **flood hazards from sea level rise, groundwater level rise, and increased precipitation intensity**. The guidance will contain technical information associated with the magnitude and timing of each of these risks; agencies will then be able to use this information for long-term facility planning. Although some of the risk information will be specific to San Mateo County, the guidance document may be adapted by others in the Bay Area. OneShoreline is aiming to distribute a draft guidance document in Spring 2026, and to **adopt the guidance document in Fall 2026**.

After the presentation, Jim Fischer shared that his CWEA Annual Conference talk ([link](#)) will cover related topics of climate resilience for wastewater agencies.

Roundtable Discussion on January 2026 King Tides

Attendees shared their experiences with king tides that were present in the Bay Area in early January 2026. King tides caused **facility access problems** due to surface flooding. Pump station operations can also be impacted by **flooded underground electrical equipment**, and PG&E response times may be delayed given that the king tides impact the entire region. SFPUC staff shared the unique impacts to the City's combined sewer system, which allowed Bay water to overflow into the storage boxes via combined sewer discharge structures. Ross Valley Sanitary District shared that their system was impacted by the City's operations of a nearby lagoon, causing sewage spills and highlighted the importance of **coordinating with the local stormwater utility** during a high tide. Attendees discussed considerations for calculating and reporting **sewage spill volumes**.

GIS Tools for Collection Systems Agencies

Vince Fortino of [ESRI](#) shared information about the centralized data management capabilities of ArcGIS for wastewater utilities. ArcGIS tools are now increasingly used by field staff, who can either update asset data from the field, or view it during overflow and emergency response. Vince demonstrated ArcGIS's capabilities for maintenance planning. In 2026, legacy ArcGIS desktop software is being retired and replaced by ArcGIS Pro (see [transition resources from ESRI](#)).

BACWA Updates

- BACWA's new "Wastewater 101" video available is now available on [YouTube](#) or to [download](#).
- CARB is [Phasing Out Tier 3 Portable Diesel Engines](#), which some agencies may be using for backup pumping or emergency power generation. New emissions controls may be required.
- Responses to a DWR-sponsored [survey of collection systems](#) to evaluate the impacts of water conservation ([SB 1157](#)) are requested by Feb 27th.
- The State Water Board recently required submittal of sewer service area maps per the [Sanitary Sewer Systems General Order](#), and will reach out to EPA regarding the recent release of [Sewershed Maps](#) with known inaccuracies.
- Annual Reports for the [Sanitary Sewer Systems General Order](#) are due April 1st ([Guidance](#)).
- BACWA is planning an AI Sharing Webinar in late April and is seeking agencies to participate.

Inspection Updates

Regional Water Board staff have been auditing CIWQS spill reports and annual reports per the Sanitary Sewer Systems General Order, and recently reached out to at least one BACWA member agency with a "correction notice" related to non-compliant reporting. The notice requests submittal of missing reports and certifications.

Next Meeting: Thursday, May 14th, 10 AM (Virtual or in-person, TBD)

Bay Area Biosolids Coalition: Meeting

February 9th, 2026

A. Welcome/Introductions



B. Status of December Action Items – Program Mgmt. Team, Research Subgroup, Website Subgroup

Updates in blue bold.
Key points highlighted.

- Ongoing – maintain website and post regularly on News & Events site (Website Subgroup)
- Ongoing – Explore potential research partnership opportunities, as they arise (Research Subgroup)
- Ongoing – provide regular updates on regulations and other drivers impacting biosolids beneficial use (Program Management Team, CASA, etc.)
- Continue coordination with BACWA on communications strategy (Website Subgroup)
- Contact farmers to gauge interest in creating videos about biosolids benefits** (Website Subgroup)
- Provide summary of BABC funded/supported research to date (Research Subgroup)
- Continue coordination with Bluumbio about potential research partnership (Research Subgroup)
- ~~Continue coordination with John Hopkins University about potential research partnership (Research Subgroup)~~



Updates in blue bold.
Key points highlighted.

B. Status of December Action Items – Member Agencies

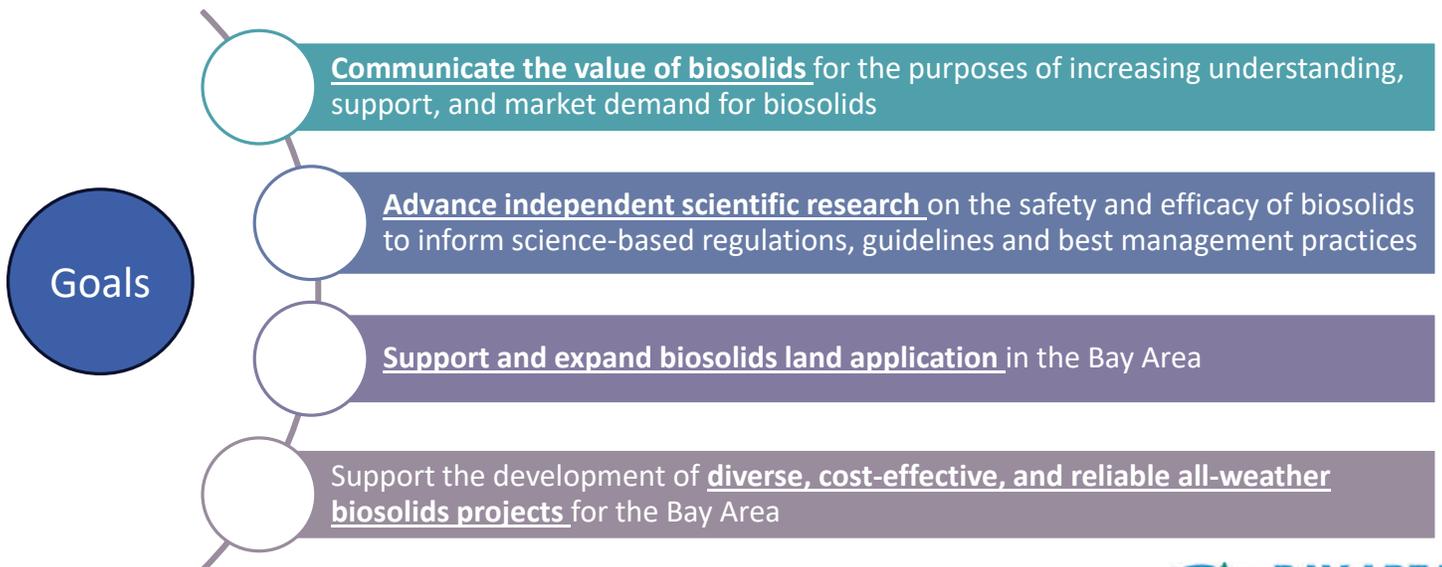
- Vote on research support/partnership opportunities**
- ~~Contact Lorien Fono if interested in:~~
 - ~~Contributing additional funds to Phase 2 National PFAS Study~~
- Contact Program Management Team or Christine Polo if interested in:
 - ~~Participating in foam fractionation pilot at the WEST Center.~~
 - Serving as co-chair or in the website or research subgroups.**
 - Being featured in agency highlight on the website.
- ~~Contact Nitin Goel and Christine Polo if interested in:~~
 - ~~Learning more about potential solids regionalization project at Central San.~~

Contacts:

- ~~▪ Lorien Fono: lfono@bacwa.com~~
- Program Management Team: babcprogrammanager@carollo.com
- Christine Polo: cpolo@carollo.com
- ~~▪ Nitin Goel: NGoel@centralsan.org~~



C. Strategic Plan Goals – Progress Updates



Updates in blue bold.
Key points highlighted.

1. Communicate the Value of Biosolids

News & Events Posts on BABC website*:

- **Recent posts:**
 - **Biosolids: A Sustainable Fertilizer Alternative (Dec)**
- **Upcoming posts:**
 - Land application site photos
 - Microbial bioremediation of PFAS
 - Biosolids benefits research summaries:
 - Improve soil biodiversity and wildlife benefits
 - Improve crop productivity
 - Reduce irrigation
 - Agency highlights:
 - San Jose, West County, SFPUC
 - **Let us know if interested!**



12/18/25

Biosolids: A Sustainable Fertilizer Alternative

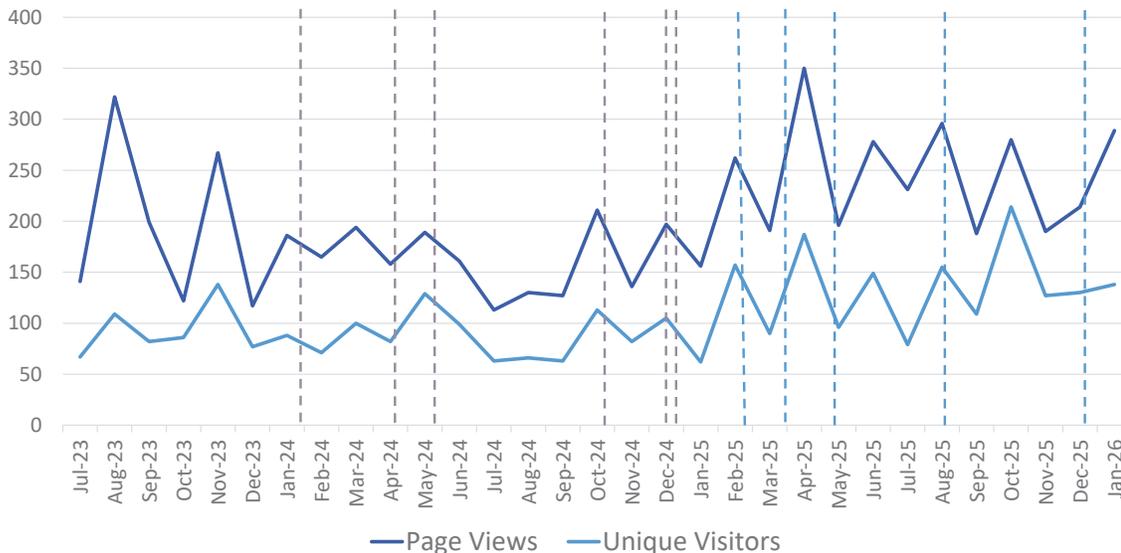
Biosolids have long been shown to be a good substitute for traditional synthetic fertilizers. This post summarizes a study that compared the application of biosolids to synthetic fertilizers for four different crops at four application rates. This and other research show that biosolids can support soil health and plant growth as well as or better than synthetic fertilizers.



*See BABC website at: <https://www.bayareabiosolids.com/>

1. Communicate the Value of Biosolids

Website Analytics



Posts:

- 2024:**
- **Jan 9:** Biosolids Product Profile – Dried
 - **April 12:** BEAM
 - **May 13:** Biosolids Product Profile – Class A
 - **Oct 23:** Restoring fire impacted lands
 - **Dec 9:** PFAS Resources
 - **Dec 18:** BACWA Biosolids Survey
- 2025:**
- **Feb 28:** Mine reclamation
 - **Mar 31:** Agency Highlight: Vallejo FWD
 - **May 5:** PFAS uptake to oats
 - **Aug 12:** National PFAS migration to groundwater
 - **Dec 19:** Sustainable fertilizer alternative



1. Communicate the Value of Biosolids

Updates in blue bold.
Key points highlighted.

BACWA/BABC Collaboration

- Purpose:
 - How to better use <https://baywise.org/>, and <https://www.bayareabiosolids.com/> to educate the public about biosolids benefits and safety.
- Progress so far:
 - Coordination meeting on Sep 11
 - BACWA PFAS forum on Nov 18 (<https://bacwa.org/bacwa-pfas-forum-11-18-2025-presentations/>)
 - **BABC wrote website post on biosolids benefits research.**
 - **Civic Edge developed draft content on biosolids fundamentals for baywise.org. BABC members reviewed and provided feedback.**
 - **BACWA presented to the Board in December about findings from PFAS forum and got direction on next steps.**



Snippet from Baywise.org, BACWA's public-facing, educational website.



1. Communicate the Value of Biosolids

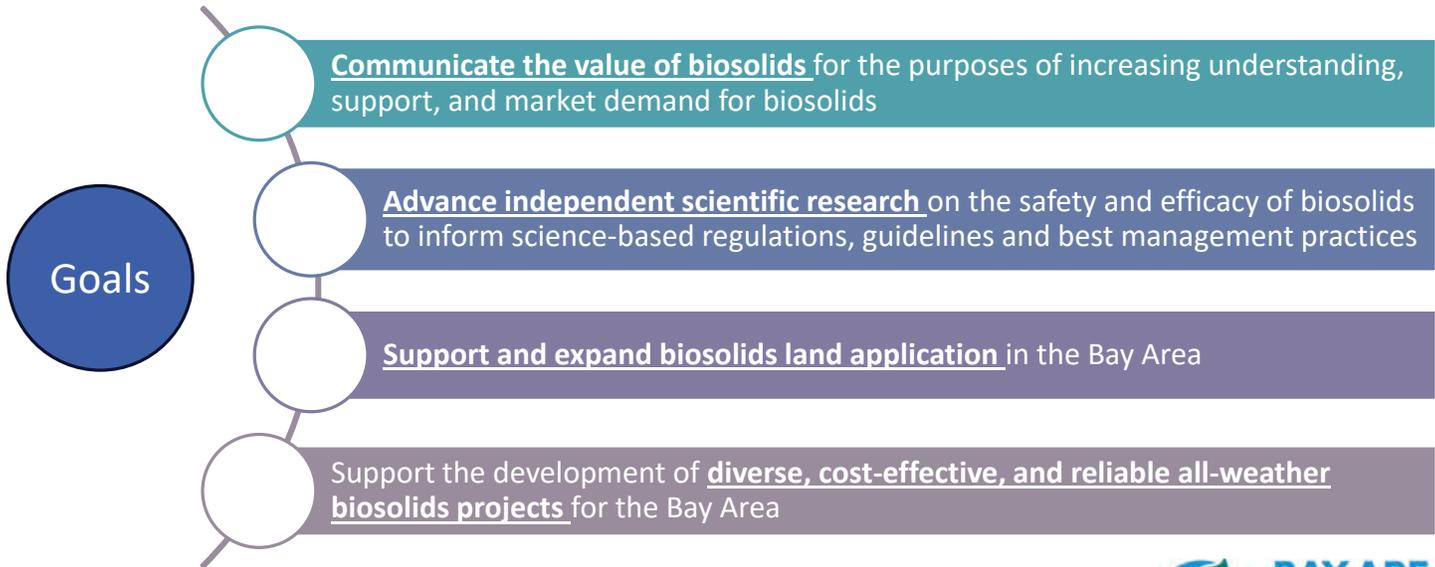
Updates in blue bold.
Key points highlighted.

BACWA/BABC Collaboration

- Next Steps:
 - **Civic Edge to finalize and post content on biosolids fundamentals. May produce social media vignettes for agencies to post.**
 - **BABC to engage farmers to discuss the value of biosolids. Zach Kay, Jennifer Harrington, and Jim Dunbar have connections.**
 - **BABC to write additional website posts featuring research that demonstrates biosolids benefits.**
 - **Longer term: BACWA Communications Steering Committee to develop an outreach strategy about biosolids and PFAS in FY27.**



C. Strategic Plan Goals – Progress Updates



2. Advance Scientific Research

Updates in blue bold.
Key points highlighted.

Summary of Projects BABC has Supported

- **Projects BABC has Supported:**
 - 2017-2018: UC-Merced Research of Carbon Sequestration from Biosolids Land App – **\$50,000**
 - 2020-2023: UC-Davis Research Evaluating Potential Plant Uptake of PFAS – **\$64,500**
 - 2022-2023: VT C-Sequestration Meta-Analysis – Indirect (member participation in review)
 - National Collaborative PFAS Study, Phase I Potential for PFAS Migration to GW – **\$25,000**
 - EPA Evaluation of Pollutants in Biosolids – Member participation
 - Biosolids Emissions Assessment Model (BEAM) – **\$5,000**
 - National Collaborative PFAS Study, Phase II Plant Uptake – **\$50,000**

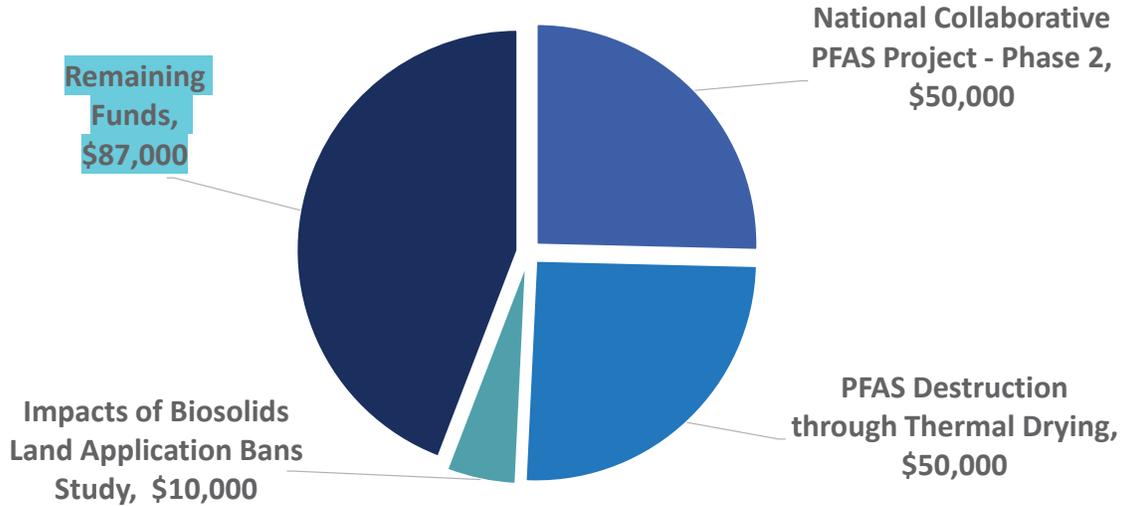
Example description. Descriptions for each project are being developed for inclusion on the website.

- **UC Merced Research of Carbon Sequestration from Biosolids Land Application**
 - Contribution: BABC contributed \$50,000 and connected researchers with sampling sites.
 - Team: Dr. Rebecca Ryals and her research group at UC Merced.
 - Goal: Evaluate carbon sequestration on ranches in Northern California that land apply biosolids to improve soil fertility.
 - Status: Complete. Project conducted 2017-2018.
 - Finding: Biosolids increased soil organic carbon content.
 - Publications:
 - Research paper: <https://access.onlinelibrary.wiley.com/doi/10.1002/jeq2.20270>
 - BABC website post: <https://www.bayareabiosolids.com/news-events/tbzyzsngnr3ps7a3ypwsq221rebula>

2. Advance Scientific Research

Voting Updates & Remaining Funds

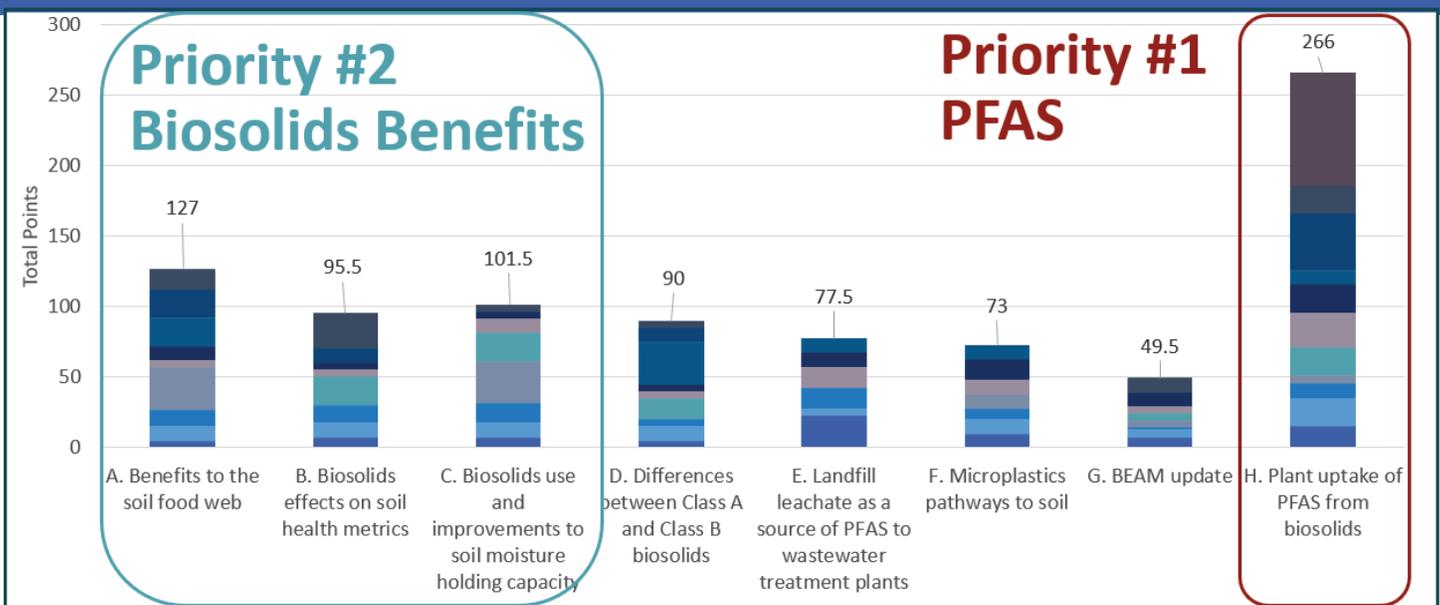
Updates in blue bold.
Key points highlighted.



2. Advance Scientific Research

Research Priorities

Updates in blue bold.
Key points highlighted.



2. Advance Scientific Research

Potential Research Opportunities

Updates in blue bold.
Key points highlighted.

- BABC Research Subgroup investigating other opportunities:
 - Bluumbio PFAS bioremediation pilot
 - **Support projects that lost EPA funding—Prof. Carsten Prasse at John Hopkins**
 - **More to come**



2. Advance Scientific Research

Potential Research Opportunities

Microbial Remediation of PFAS-Impacted Biosolids

Jordan Baker, Ph.D., Bluumbio

3. Support and Expand Biosolids Land Application



Support and expand biosolids land application in the Bay Area

- Track regulations, funding programs, and media that could impact biosolids land application in the Bay Area
 - Regulations on PFAS and other emerging contaminants that could limit land application
 - SB 1383 and county ordinances that may limit or expand local land application
 - Zero emission vehicle (ZEV) regulations as they relate to biosolids hauling
 - Regulations and funding programs that could impact anaerobic digestion and biogas use (methane emissions, LCFS, IRA, ZEV requirements)
 - Zero waste, soil health, and climate programs that could incentivize use of biosolids
 - Local media on biosolids safety and benefits

3. Support and Expand Biosolids Land Application

- PFAS (EPA/National)
 - Draft Risk Assessment
 - Comment period ended on August 2025.
 - House Appropriations Bill FY26 stipulates no funds to be used for Draft Risk Assessment – **Passed, awaiting President signature.**
 - **Discussions with USEPA Admin Jess Kramer and Assistant Admin Peggy Browne**
 - **Peggy Browne participated in meeting at WEFTEC. NACWA met with both on Nov 13.**
 - **Seem generally positive and supportive of wastewater sector.**
 - **Want to make corrections to the Draft Risk Assessment.**
 - Effluent Guidelines & POTW Study
 - POTW Study originally scheduled to start in early 2025. **On hold.**

Updates in blue bold.
Key points highlighted.



3. Support and Expand Biosolids Land Application

- PFAS (EPA/National - continued)

Updates in blue bold.
Key points highlighted.

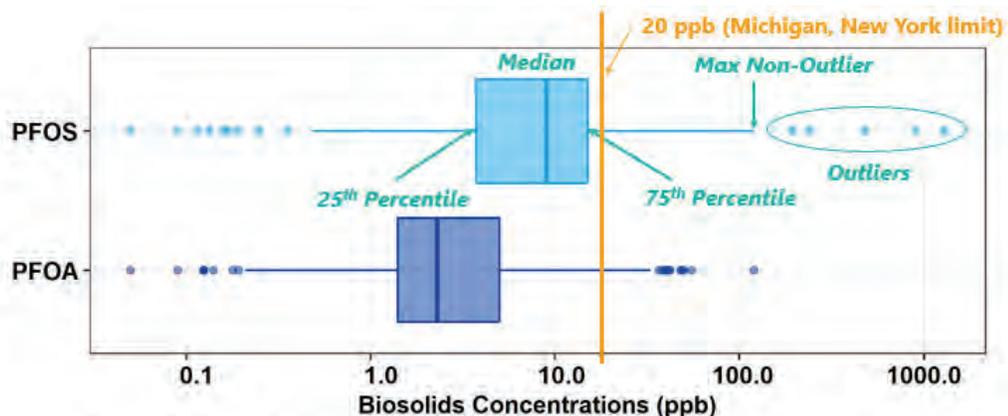
- PFAS Liability Protection Act (H.R.1267)
 - Introduced on Feb 2025. **On hold.**
- **CERCLA section 102(a) Framework Rule**
 - **Sept 2025 press release** <https://www.epa.gov/newsreleases/trump-epa-announces-next-steps-regulatory-pfoa-and-pfos-cleanup-efforts-provides>. **No further details yet.**
 - **Affirmed commitment to keep PFOS and PFOA as hazardous substances and acknowledging that passive receivers should not be held liable.**
 - **Developing framework for hazardous substance designation, including accounting for costs.**

3. Support and Expand Biosolids Land Application

- PFAS (California)

Updates in blue bold.
Key points highlighted.

- No limits restricting biosolids use this year.
- SB 682 (broad PFAS ban) vetoed by governor.
- SB 454 (PFAS mitigation funds) vetoed by governor.



Source: California Geotracker, 2024
Values < MDL assumed MDL/2

3. Support and Expand Biosolids Land Application

- PFAS (Other)

Updates in blue bold.
Key points highlighted.

- **NACWA Biosolids PFAS Legislative Guide:**

- <https://nacwa.realmagnet.land/2025-11-04-biosolids-pfas-legislative-guide>

- **Databases of state PFAS actions:**

- **ECOS:** <https://www.ecos.org/documents/ecos-compendium-of-state-pfas-actions/>
- **Safer States:** https://www.saferstates.org/bill-tracker/?toxic_chemicals=PFAS&issue_sectors=Biosolids/Sludge&status=Introduced&year=2025:2025

- Proposed legislations in other states:

- **NY anti-biosolids legislation.**
- **TX 3 anti-biosolids bills died.**
- **HB 2640 – Arizona bill would ban any fertilizer containing any amount of PFAS. Same as last year’s bill that didn’t pass.**

- **Maine statement urging states to weigh biosolids disposal options before banning land application:**

- <https://insideepa.com/pfas-news/maine-official-urges-states-weigh-biosolids-disposal-options-ban>

3. Support and Expand Biosolids Land Application

- CalRecycle SB 1383

Updates in blue bold.
Key points highlighted.

- **Currently, only compost qualifies for procurement. AB 643 to expand to CDFA certified fertilizer. **BABC** considering letter of support.**

- **Article 2 interpretation: What constitutes reduction in landfill disposal?**

<https://calrecycle.ca.gov/organics/slcp/recyclingfacilities/article2/>

- CalRecycle Anaerobic Digestion Study

- **Re-evaluating codigestion capacity.**

- **CalRecycle Funding for Codigestion Projects**

- **Projects need to be build-ready and encumbered by late winter/early spring.**
- **Any process supporting food waste codigestion: pre-processing, anaerobic digestion, biogas use.**
- <https://www2.calrecycle.ca.gov/PublicNotices/Details/4913>
- **Contact Sarah Deslauriers if interested.**

- CalRecycle Zero Waste Plan

- **CASA’s comments:** https://casaweb.org/wp-content/uploads/2025/11/FINAL_CASA_Comments_CalRecycle-ZeroWastePlan-2025-10-176.pdf

Decision-Making Process*

- Each Member Agency (POTW Member) has 1 vote.
 - Associates do not vote.

Majority Vote

For decisions not resulting in “Material Action”

Unanimous Vote

For decisions resulting in “Material Action”

- “Material Action” =
 - Any action that creates or increases a payment, obligation, debt, or liability of any Member (e.g., contract for additional evaluation or for funding a regional facility, increasing dues).

*From Section 3 in Amended JEPA, dated July 1st, 2012.



3. Support and Expand Biosolids Land Application

- CARB Advanced Clean Fleets

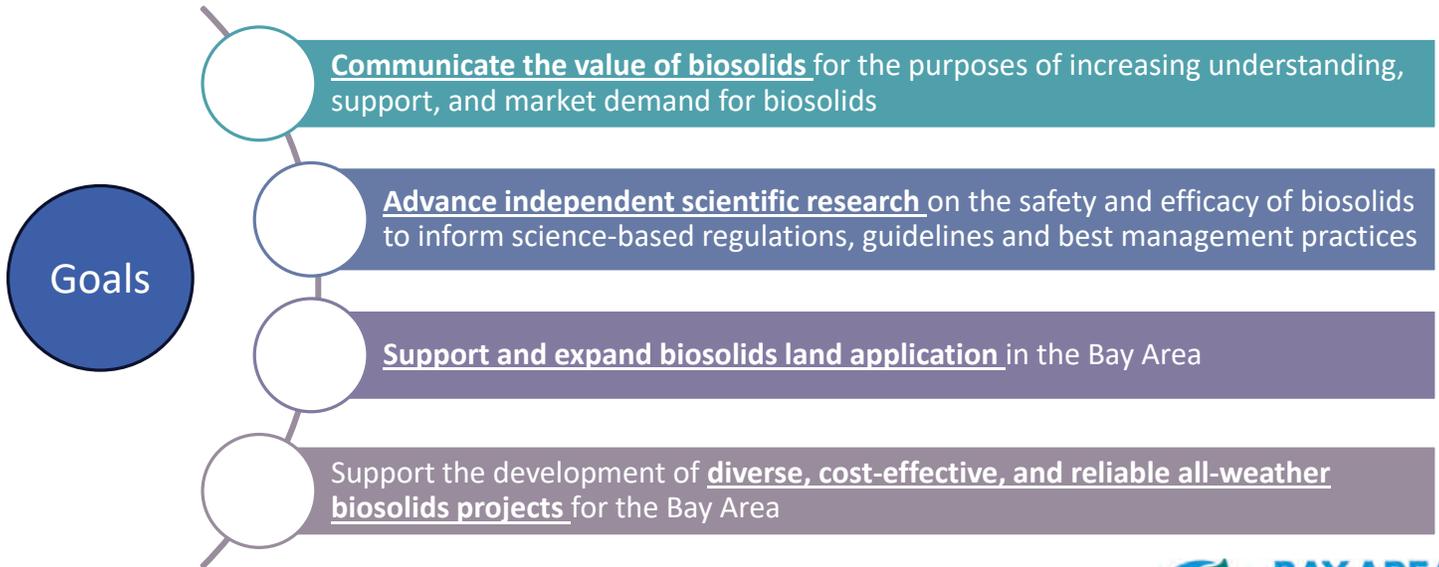
Updates in blue bold.
Key points highlighted.

- ACF composed of 4 regulations: 3 apply to manufacturers (private & public) and 1 applies to public fleets (State and Local Agency Fleets & High Priority and Federal Fleets).
- **Amendments include: 1) vehicles no longer have to be >13 years to apply for exemptions, 2) more vetting of ZEV manufacturers (since many have gone bankrupt), 3) 100% replacement with ZEVs requirement delayed from 2030 to 2027.**
- **ACF no longer applies to private and drayage vehicles.** Although still in limbo due to litigation between State and Federal.
- **This round of amendments did not include near ZEVs like RNG; will consider in the next round of amendments. 14 sign-on's from utilities on CASA letter requesting inclusion of RNG.** Did introduce low-NOx vehicle definition.

- CARB Carbon Sequestration

- Released 250-page document. CASA working on response. Want to know more about benefits of biosolids beyond carbon sequestration.

C. Strategic Plan Goals – Progress Updates



D. Recent & Upcoming Events

Updates in blue bold.
Key points highlighted.

- Recent events:
 - Feb 2-5th US Composting Council Conference
 - Jan 29th Nature-Based Solutions Summit
 - Jan 13th to 16th CASA Winter Conference, SoCal (slides will be posted on website)
 - Dec 12th BACWA Board Meeting
 - SFEI Phase 3 PFAS Study - kickoff on Dec 16th and study questions discussion on Jan 22nd
 - Nov 18th BACWA PFAS Forum. <https://bacwa.org/bacwa-pfas-forum-11-18-2025-presentations/>
 - Nov 19th Bioenergy Association of California Fall meeting featuring presentation on converting biosolids to renewable shipping fuels.
 - Oct 29th CASA Innovative Technology Seminar. <https://casaweb.org/resources/speaker-presentations/>
- Other updates?



D. Recent & Upcoming Events

Updates in blue bold.
Key points highlighted.

- **BABC/BACWA:**
 - Apr 13th at 10 am to 12 pm (in-person/virtual hybrid; **location TBD**)
 - **June 8th at 10 am to 12 pm (virtual)**
 - Full list of BACWA meetings: <https://bacwa.org/events/month/2025-08/>
 - **Feb 11th SFEI/BACWA PFAS Phase 3 – Continued Discussion of Study Design**
- **CASA:**
 - **Feb 11th BACEN (Biosolids, Air, Climate, Energy, and Nutrient) webinar**
https://us02web.zoom.us/webinar/register/WN_Vood1wLrRmWTFQdd2NcjFw#/registration
 - **Feb 24th DC Policy Forum (CASA meeting with EPA in Washington, DC)**
 - Full list of CASA meetings: <https://casaweb.org/https-casaevents-memberclicks-net-winter-conference/casa-events-meetings/>



D. Recent & Upcoming Events

Updates in blue bold.
Key points highlighted.

- **Other:**
 - **Feb 10th WEF Federal Policy Wrap-Up webcast**
<https://nam10.safelinks.protection.outlook.com/?url=https%3A%2F%2Fengage.wef.org%2FMTUwLUFGUy05OTkAAAGfziZxO-dmw2C50Fum8ZhC94dVMNdLQN6YRuI9AZvw-TvCGimM6DJSvMjsQF2tmQZ9I3wFlr4%3D&data=05%7C02%7Ccpolo%40carollo.com%7Ce1fbfb320427400f8c6608de64e8e314%7Cf50354a04a5a4fa1b18f8d1efb41b024%7C0%7C639059148613390210%7CUnknown%7CTWFpbGZsb3d8evJFbXB0eU1hcGkiOnRydWUsIlYiOiJlLjAwdAwMcisIiAIOiJxawW4zMilslkFOIjoITWFpbGZsb3d%3D%7C0%7C%7C&sdata=ftFI12PfqXNKpuWJIT%2FrQhLX1Cz0OtCt6z4D3kNmGE%3D&reserved=0>
 - **Feb 11th SFEI PFAS Phase 3 Discussion of Study Design** (contact Diana Lin diana@sfei.org)
 - **Feb 13th National Academies' assistance to USDA "Building a Framework for Addressing PFAS on Agricultural Land" report release webinar**
<https://www.nationalacademies.org/projects/DELS-BANR-24-03/event/46333>
 - **Feb 26th Solano County Board Meeting to discuss biosolids PFAS study**
 - **Feb 26th Screening of "Unless Something Goes Terribly Wrong" at UC Berkeley (Water for People fundraiser)** https://www.waterworks.careers/usgtw_berkeley
 - **March 11-12th California Bioresources Summit, UC Davis**
<https://na.eventscloud.com/ereg/index.php?eventid=869798&>



E. Action Items – Program Management Team, Research Subgroup, Website Subgroup

Updates in blue bold.
Key points highlighted.

- Ongoing – maintain website and post regularly on News & Events site (Website Subgroup)
- Ongoing – Explore potential research partnership opportunities, as they arise (Research Subgroup)
- Ongoing – provide regular updates on regulations and other drivers impacting biosolids beneficial use (Program Management Team, CASA, etc.)
- Continue coordination with BACWA on communications strategy (Website Subgroup)
- Contact farmers to gauge interest in creating videos about biosolids benefits (Website Subgroup)
- Finalize and post summary of BABC funded/supported research to date (Research Subgroup)
- Continue coordination with Bluumbio about potential research partnership (Research Subgroup)



E. Action Items – Member Agencies

Updates in blue bold.
Key points highlighted.

- Contact Program Management Team or Christine Polo if interested in:
 - Serving as co-chair or in the website or research subgroups.**
 - Interested in attending the Feb 26th Solano County Board Meeting to discuss biosolids PFAS study**
 - Being featured in agency highlight on the website.

Contacts:

- Program Management Team: babcprogrammanager@carollo.com
- Christine Polo: cpolo@carollo.com



F. Adjourn for Associates... Thank You!



G. Member Agencies Discussion



H. Adjourn for All... Thank You!





Executive Director's Report to the Board January 2026

PRACTICE GOOD GOVERNANCE (STRATEGY PLAN GOAL 5)

EXECUTIVE BOARD MEETING AND SUPPORT

- Worked with BACWA staff to plan and manage 1/09 Executive Board meeting
- Conducted the Executive Board agenda review with the BACWA Chair
- Continued to track all action items to completion

FINANCE:

- Reviewed the monthly BACWA financial reports
- Reviewed and approved invoices
- Worked with AED to develop preliminary FY27 budget and update 5-yr plan
- Discussed 5-year NMS funding schedule with science lead

COMMITTEES:

- Attended Recycled Water meeting (1/20)

ADMINISTRATION:

- 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.
- Began review of BACWA Policies and Procedures with AED
- Met with attorneys to discuss staffing model and retain legal support

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

COMMUNICATIONS

- Met several times with Civic Edge, finalized Wastewater 101 video, and developed a rollout plan
- Worked with RPM in the preparation of the monthly BACWA Bulletin.

PROJECTS OF SPECIAL BENEFIT:

BACC (BAY AREA CHEMICAL CONSORTIUM)

- Oversaw administrator, who updated and posted bids

BACWWE (BAY AREA COALITION FOR WATER/WASTEWATER EDUCATION)

- No update

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

COLLABORATIONS:

- Attended monthly CASA RWG Biosolids Committee meetings
- Worked with members and consultant to brainstorm potential event engagement activities to communicate about the Bay Area Clean Water Community
- Met with SFEP and member agencies to kick off and develop coalition proposal for SF Bay Program Office funds
- Worked with agencies to gather information for proposal
- Met with EPA to discuss elements of SF Bay Program Office NOFO
- Reviewed DPR grant communications to support pesticides outreach work

REGULATORY:

- Attended CASA Air Toxics meetings
- Participated in CASA Pooled Emissions SC meetings
- Worked with Air District on Engineering Program Manager Pilot MOU
- Participated in SFEI meeting for PFAS Phase 3 study (1/22)
- Attended meeting with SWB on statewide PFAS started (1/24)
- Held internal planning meeting (1/24) and attended Air District Workgroup meeting (1/27)

ASC (AQUATIC SCIENCE CENTER)

- Reviewed materials sent via email by ASC ED
- Met with ASC/SFEI Executive Committee
- Attended ASC/SFEI Board meeting (1/23)

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 OPC/SCCWRP meeting on HAB control (1/12)
- Attended monthly NMS PSC meetings
- Attended NMS Coastal Modeling/MAG meeting (1/21)
- Met with NMS Science Manager and R2 Staff on programmatic issues
- Hosted online meeting with members to review Compliance Milestone RFI
- Discussed CEQA support MOU with R2 and edited draft
- Worked with AED on an RFQ for CEQA permitting

- Worked with The Freshwater Trust to finalize feasibility assessment and develop SOW for trading framework
- Participated in CASA OAH Subcommittee meetings

RMP:

- Reviewed RMP materials

CALIFORNIA WATER MONITORING COUNCIL

- Gave feedback on potential Council topics for 2026

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

MULTIBENEFIT PROGRAM ADVOCACY

- Followed up with AQPI representatives on next steps of joining BACWA as a project of special benefit

REGIONAL SOLUTIONS

- Reviewed TFT Trading Feasibility Analysis
- Worked with SFEP to develop next steps for OneWater Network



Board Calendar

March thru June 2026

DATE

AGENDA ITEMS

*March 20, 2026
Central San*

Approvals & Authorizations:

- BAR BAPPG CADPR Grant \ Contract
-

Policy / Strategic Discussion:

- Watershed permit submittals to water board
- Compliance Milestone Reporting Draft

Operational:

- FY27 Second Draft Budget
- Annual Meeting Agenda

*April 17, 2026
EBMUD Orinda*

Approvals & Authorizations:

- FY27 Budget
-

Policy / Strategic Discussion:

-
-

Operational:

- Annual Meeting planning
-

*May 1, 2026
David Brower Center*

BACWA Annual Meeting

*June 5, 2026
SFPUC*

Approvals & Authorizations:

- FY27 Contract Approvals
-

Policy / Strategic Discussion:

- Science program update to Water Board
- Regional planning study update for Water Board

Operational:

- Pardee Planning
-



BACWA ACTION ITEMS

| Number | Item | Task | Responsibility | Deadline | Status |
|--|---|---|----------------|-----------|----------|
| Action Items from Jan 9 2025 BACWA Executive Board Meeting | | | | | |
| | | | resp. | deadline | status |
| 2026.01.20 | Discussion: Trading Feasibility Assessment Report and next steps | BACWA ED to work with FWT to create scope of work & contract for board for approval at February 2026 meeting. | ED | 2/12/2026 | complete |
| 2023.01.21 | Update on Compliance Schedule Basin Plan Amendment | BACWA RPM to circulate RFQ for feedback and then publish RFQ. | RPM | 1/15/2026 | Complete |
| 2026.01.22 | BACWA leadership award | BACWA ED will provide updated application at February Board Meeting. | ED | 2/12/2026 | Complete |
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| Action Items Remaining from Previous BACWA Executive Board Meetings | | | | | |
| 2026.08.02 | PFAS limits in R2 groundwater discharge permit | BACWA RPM is going to prepare draft talking points and share them with BACWA community. | RPM | 2/2/2026 | complete |
| 2026.08.06 | AI Infoshare | BACWA ED would like a list of BACWA agencies working on AI and will start to work on infoshare event. | ED | WIP | |
| 2026.09.14 | EPA Region IX SF Bay Program Office funding update | BACWA ED to put out a call for participants in a nutrient management proposal once EPA releases NOFO. | ED | 2/2/2026 | complete |
| 2026.12.18 | Informational: EPA Region IX SF Bay Program Office funding update | BACWA ED will share notice with BACWA agencies when it is published. | ED | 2/2/2026 | complete |
| 2026.12.19 | Discussion: AQPI as potential project of special benefit | BACWA ED and Executive Board Chair will work with CW3E to develop a draft proposal for Board consideration. | ED | 2/2/2026 | complete |

- FY26: 21 of 22 Action items are complete
- FY25: 49 of 49 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

January 2026

BACWA BULLETIN: Completed and circulated January Bulletin.

CASA Conference: Represented BACWA at CASA Winter Conference; presented BACWA content at panels related to biosolids regionalization and water quality trading.

CECs: Participated in planning activities for Phase 3 PFAS study, including meeting with SFEI and BACWA members, and meetings with Water Boards staff.

NUTRIENTS: Attended office hours with HDR to answer member questions regarding the Request for Information for this year's Group Annual Report; Finalized and circulated RFQ for consultants to provide Basin Plan Amendment CEQA support; Coordinate with Regional Water Board staff, HDR, and Permits Committee members regarding reporting of Total Inorganic Nitrogen (TIN) loads; worked with The Freshwater Trust to finalize the water quality trading feasibility study and scope out the next phase of work; discussed POTW monitoring study workplan with Nutrient Management Strategy science team.

COMMITTEE SUPPORT:

BAPPG – Participated in January steering committee meeting and pesticides committee meetings; coordinated with pesticides committee regarding pesticides outreach messaging for spring campaign and grant application for California Department of Pesticides Regulation; reviewed draft comment letter on fipronil aquatic life risk assessment; reviewed BAPPG Annual Report.

Collection Systems – Planned February meeting and circulated agenda; conducted outreach to Bay Area collection systems enrolled in the Sanitary Sewer Systems General Order to encourage submittal of service area boundary maps to the State Water Boards online portal.

Laboratory – Assisted with coordination for January tour of the Valley Water lab.

Permits – Finalized annual NPDES permit compliance letter and circulated to members. Began preparing for February committee meeting.

Pretreatment – Assisted with planning for February joint meeting of BAPPG and Pretreatment committees.

Recycled Water – Assisted with planning for January meeting; Summarized results of survey regarding program administration and inspections; presented results at January committee meeting; prepared meeting notes and circulated to committee.

Executive Board – Provided regulatory updates at January Executive Board meeting.

ADMINISTRATIVE: Website and email list administration.

BACWA MEETINGS ATTENDED:

BAPPG Steering Committee (1/7)

Executive Board (1/9)

Recycled Water Committee (1/20)

BACWA Pesticides Committee (1/22)

PFAS Phase 3 Study Questions (1/22)

EXTERNAL EVENTS ATTENDED:

Nutrient Management Strategy POTW Monitoring workplan (1/8)

CASA Winter Conference (1/14)

CASA Regulatory Workgroup (1/22)

CASA Collection Systems Meeting with State Water Board (1/26)