



BACWA Executive Board Meeting
September 18, 2026 9:00 AM - 12:30 PM (PDT)

Central Contra Costa Sanitary District
 5019 Immhoff Place, Martinez CA 94553

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 August BACWA Executive Board meeting minutes		3-8
2 July 2026, 2026 Treasurer's Report		9-18
APPROVALS AND AUTHORIZATIONS	9:15 AM	
3 <u>Approval</u> : Conflict of interest Policy Review		19-32
4 <u>Approval</u> : Extension and increase to contract with LWA for Interim RPM Services		33-43
POLICY/STRATEGIC	10:20 AM	
5 <u>Presentation</u> : SFEI RMP Update		
6 <u>Informational</u> : EPA SF Bay Program Office Nutrient Management Funding Update		
7 <u>Informational</u> : Update on Air District EPM Workplan		44-58
8 <u>Discussion</u> : RMP Annual Meeting Nutrient Update Registration link		
9 <u>Discussion</u> : <i>Pseudo-nitzschia</i> bloom in the ocean Chronicle article		59-62
BREAK	10:40 AM	
10 <u>Informational</u> : Compliance Schedule Basin Plan Amendment Update and CEQA Review		
11 <u>Discussion</u> : Water Board Response to Compliance Milestones Report Link to GAR		
12 <u>Discussion</u> : Trading workshop debrief and next steps		63
13 <u>Discussion</u> : NST meeting agenda		64
14 <u>Discussion</u> : Agenda for Oct 26 meeting with Water Board		65
OPERATIONAL	11:30 AM	
15 <u>Discussion</u> : AQPI Update - Draft MOA		66-82
16 <u>Discussion</u> : Staffing resources and timeline		
17 <u>Discussion</u> : Pardee Technical Meeting - October 8 & 9, 2026 Attendance and Draft program		83
18 <u>Informational</u> : BACC Update - Annual Meeting and Chemical Survey		
REPORTS	12:10 AM	
19 Committee Reports		
20 Member highlights		
21 Executive Director Report		84-86
22 Board Calendar and Action Items		87-88
23 Regulatory Program Manager Report		
24 Other BACWA Representative Reports		
a. RMP Technical Review Committee	Samantha Engelage,	
b. RMP Steering Committee	Alicia Chakrabarti, Blake Brown	
c. Summit Partners	Karin North; Amanda Roa; Eric Dunlavey	
d. ASC/SFEI	Lorien Fono; Jackie Zipkin	
	Lorien Fono; Amit Mutsuddy; Lori Schectel	
	Amit Mutsuddy, Eric Dunlavey; alternates:	
	Lori Schectel, Jackie Zipkin	
e. Nutrient Governance Steering Committee	Eric Dunlavey	
e.i Nutrient Planning Subcommittee	Amit Mutsuddy	
e.ii MERHAB MaTAG	Lorien Fono	
f. SWRCB Nutrient SAG	Cheryl Munoz; Florence Wedington; Jackie Zipkin	
g. BAIRWMP	Lori Schectel	
h. CASA State Legislative Committee	Lorien Fono	
i. CASA Regulatory Workgroup		

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		
27 SUGGESTIONS FOR FUTURE AGENDA ITEMS		12:25 PM	
The next regular meeting of the Board is scheduled for November 13, 2026 at SFPUC, 525 Golden Gate Ave, San Francisco			
ADJOURNMENT		12:30 PM	



BACWA Executive Board Meeting

Friday August 21, 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 Dunlavey (City of San Jose); Jackie Zipkin (EBDA). Central San Executive Board representative not present for voting in-person.

Attendees

Name	Agency/Company
Aaron Weiner	West County
Andy Morris	City of Benicia
Alina Constantinescu	LWA, for BACWA
Amanda Roa	Fairfield-Suisun Sewer District
Blake Brown	Central San
Brian Thomas	Delta Diablo
Fariborz Heydari	West County
Fracis Rooney	SVCW
Greg Norby	Central San
Irene Chu	Hazen & Sawyer
Jared Voskuhl	CASA
Jennifer Dymment	BACWA
Joel Prather	SFPUC
Kevin Rahman	SMCSD
Lorien Fono	BACWA
Mary Lu Romero	Brown and Caldwell
Rashi Gupta	Carollo
Riva Mitra	Jacobs
Tom Hall	EOA

Amy Chastain called the meeting to order at 9:04am.

Agenda Item

ROLL CALL, INTRODUCTIONS, AND TELECONFERENCE ETIQUETTE

PUBLIC COMMENT None.

CONSIDERATION TO TAKE AGENDA ITEMS OUT OF ORDER BACWA ED suggest that Item #4 be presented with Item #18. Amit Mutsuddy (EBMUD) requested that Item 4 be pulled from the meeting and instead discussed in a future special Executive Board meeting.

CONSENT CALENDAR

1 June 5, 2026, BACWA Executive Board meeting minutes

2 June 2026 Treasurer's Report

Consent Calendar Items 1 and 2: A motion to approve was made by Jackie Zipkin (EBDA) and seconded by Eric Dunlavey (City of San Jose). None opposed. Central San was not present.

APPROVALS AND AUTHORIZATIONS

3 Approval: BAR FY 27 NMS Payment #1, \$1,100,000

Approvals and Authorizations Item 3: A motion to approve was made by Eric Dunlavey (City of San Jose) and seconded by Jackie Zipkin (EBDA). None opposed. Central San was not present.

4 Approval: BAR FY27 Agreement with APS to provide payroll support, \$4,897
- Item was pulled. Amit Mutsuddy (EBMUD) requested that we not discuss Item #4 at the meeting and instead discuss it in a special Executive Board meeting in the future.

Approvals and Authorizations Item 4: Item pulled.

5 Approval: BAR Air District Engineering Program Manager draft MOU and SOW –
BACWA ED explained program and MOU with Air District for Engineering Program Manager Services. The group discussed the MOU offramps, and the cost structure, as well as elements of a future workplan; a correction to the formatting was noted.

Approvals and Authorizations Item 5: A motion to approve was made by Jackie Zipkin (EBDA) and seconded by Amy Chastain (SFPUC). None opposed. Central San was not present.

6 Approval: BAR Establish new project of special benefit for EPM services

Approvals and Authorizations Item 6: A motion to approve was made by Eric Dunlavey (City of San Jose) and seconded by Jackie Zipkin (EBDA). None opposed. Central San was not present.

7 Authorization: CAR Bri Comm Signage FY26 \$12,800 - BACWA ED shared a CAR for water quality signage that was signed and paid in June 2026. BACWA staff had reached out to BAPPG and the group felt that it was a good value and recommended that BACWA fund the effort.

POLICY/STRATEGIC

8 Presentation: California Biosolids Cost & Capacity Report - BACWA ED introduced Brown and Caldwell / Carollo team to give a presentation on white paper. Presenters shared the goals, project approach and key assumptions, as well as the results of the white paper, which showed the financial and environmental costs of a potential land application ban in California. A handout summary is in the packet. A group discussion followed.

9 Informational: New biosolids page on baywise - BACWA ED shared the new biosolids webpage and social media material for agencies to use.

10 Informational: EPA SF Bay Program Office Nutrient Management Funding Update - BACWA ED shared we are still waiting to sign the contract with the EPA. EPA Program Manager acknowledged that the delay is on their end.

a. Discussion: RFP for EPA Grant Admin Support - BACWA ED shared a summary of the consultant RFP needed to help administer the EPA Grant successfully. Grand subawardee agencies will serve on the selection committee.

b. Discussion: Subawardee agreements for EPA Grant - BACWA ED shared a copy of the subawardee agreement in the packet. BACWA ED would like a copy of the EPA grant contract to inform our subawardee agreement.

Action item: BACWA ED to send Word version of RFQ to board members and the list of projects scheduled to be completed in Phase 2.

BREAK 10:50-11:00

11 Informational: Compliance Schedule Basin Plan Amendment Update and CEQA Review - BACWA ED shared a summary of the document. The group discussed the issue.

12 Discussion: Water Board Response to Compliance Milestones Report - BACWA ED summarized the Water Board's letter response to the Compliance Milestone report in the Group Annual Report and the group discussed plans to address the issues they note. HDR is working with the permittees to address the information gaps noted in the compliance report.

Action item: Staff will update nutrient points of contact list to include individual EBDA managers.

13 Discussion: Next meeting with Water Board and September Water Board nutrient overview - Water Board staff will be providing a nutrient permit update to their Board at the September meeting. BACWA ED shared that there is a doodle poll for the Board to complete to set the meeting for September or October.

Action Item: BACWA ED to provide comments at the Sept 9 Water Board hearing, highlighting BACWA's commitment to collaboration, history of engagement, and to share the wastewater explainer video.

Action Item: Consider venues and opportunities for "in-lieu of Pardee" meeting with Water Board.

Action Item: BACWA ED to send out a doodle for NST meeting to develop BACWA's strategy for engaging on the implementation of the Compliance Schedule Basin Plan Amendment..

14 Informational: Trading workshop and webinar series - BACWA ED shared that the FWT workshop is Monday August 31st at EBMUD downtown. The group discussed the draft agenda and ideas for the governance structure for the trading program.

Action Item: BACWA ED will send agenda to Board members.

Action Item: BACWA ED will check if TFT is available to participate in a discussion at Pardee.

15 Informational: Statewide PFAS Strategy Update, and BACWA Phase 3 Study
- BACWA ED and CASA rep, Jared Voskuhl, explained the update and study. The draft survey in the packet. Agencies are encouraged to review and give feedback before it goes live.

16 Informational: Exploratorium Bay Day debrief - BACWA ED reported that The Exploratorium held a Bay Day on August 1, 2026. SFEI and several BACWA agencies had tables at the event. The day was a success.

OPERATIONAL

17 Informational: End of fiscal year review - BACWA ED and AED summarized June 2026 Treasurer's Report. The report is in the packet.

18 Discussion: Staffing transition timeline, decisions, and approvals - BACWA ED is planning for a special board meeting in September to review class \ comp study performed by RGS.

19 Discussion: Pardee Technical Meeting - October 8 & 9, 2026 Invitations and Preliminary program - BACWA ED shared draft agenda with attendees. The group discussed agenda topics.

Action Items: BACWA ED is going to present final agenda at the next meeting.

20 Informational: BACC Update – BACWA AED shared that the BACC Annual meeting is August 25, 2026 10-11am via zoom.

REPORTS

21 Committee Reports - Several committee reports are in the packet.

22 Member highlights - Agencies shared their highlights.

23 Executive Director Report - In the packet.

24 Board Calendar and Action Items - In the packet.

25 Regulatory Program Manager Report - In the packet.

26 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

Action item: Check in with RMP on billing cycle timing.

c. Summit Partners Lorien Fono; Jackie Zipkin

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

e. Nutrient Governance Steering Committee Amit Mutsuddy, Eric Dunlavy; alternates: 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

Action item: BACWA ED to add legislation needs item to next agenda

i. CASA Regulatory Workgroup Lorien Fono - CASA Regulatory lead Jared Voskuhl noted that SWRCB is doing a triennial review of all statewide Water Quality Plans and Policies; a CASA Subgroup is meeting to discuss. Jared also informed the group about the latest developments from the Wastewater Needs Assessment initiative. Jared will communicate with BACWA RPM on how best to assist BACWA members on the WWNA list.

Action item: BACWA RPM to follow up with Jared/ CASA on the statewide review of WQ plans and policies and on the WWNA developments.

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 –

27 SUGGESTIONS FOR FUTURE AGENDA ITEMS

The next regular meeting of the Board is scheduled for September 18, 2026 at Central San - MABR Tour to follow

ADJOURNMENT 12:45pm



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

September 2, 2026

MEMO TO: Bay Area Clean Water Agencies Executive Board
MEMO FROM: Phoebe Grow, Treasurer, East Bay Municipal Utility District
SUBJECT: First Month FY 2027 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, 2026 through July 31, 2026** (One month of Fiscal Year 2027). 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: Thursday, September 3, 2026 2:32 PM
To: Houck, Matt
Subject: Re: BACWA - July 2026 Treasurer's Report

Approved. Thanks Matt!

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

From: Houck, Matt <matt.houck@ebmud.com>
Sent: Wednesday, September 2, 2026 2:09 PM
To: Grow, Phoebe <phoebe.grow@ebmud.com>
Subject: BACWA - July 2026 Treasurer's Report

Hi Phoebe,

Please approve BACWA – July 2026 Treasurer’s Report for distribution.

Let me know if you have any questions.

Thanks,

Matt Houck

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



MONTHLY FINANCIAL SUMMARY REPORT

July 2026

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 July 31, 2026, was \$636,128. \$1,010,123 is encumbered for FY27 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 - \$373,995 unobligated. The encumbrances for FY27 are causing the unobligated line to appear as negative.

CBC Fund: This fund provides the resources for completing special investigations as well as meeting regulatory requirements. The ending fund balance on July 31, 2026, was \$3,392,653 which is higher than the target reserve of \$1,000,000. \$1,017,238 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 \$1,952,875 as of July 31, 2026. 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 July 31, 2026 (0.08% of the FY) are at 64%

Expenses as of July 31, 2026 (0.08% of the FY) are at 0%

FY 2027 Budget

							
<u>BACWA FY27 BUDGET</u>	<u>Line Item Description</u>	<u>FY27 Budget</u>	<u>Projected Rev as of July 2026</u>	<u>Actual July 2026</u>	<u>Actual % of Budget July 2026</u>	<u>Variance</u>	<u>FY27 NOTES</u>
REVENUES & FUNDING							
Dues	Principals' Contributions	\$610,707	\$610,707	\$610,705	100%	-\$2	FY27: 5% increase 5 @ \$122,141
	Associate & Affiliate Contributions	\$226,446	\$226,446	\$0	0%	-\$226,446	FY27: 5% increase. 13 Assoc: \$10,079 47 Affiliate: \$2018; UC Berkeley \$541
Fees	Clean Bay Collaborative	\$675,000	\$675,000	\$450,000	67%	-\$225,000	Same as FY25. Prin: \$450,000; Assoc/Affil: \$225,000
	Nutrient Surcharge	\$1,750,000	\$1,750,000	\$1,142,520	65%	-\$607,480	See Nutrient Surcharge Spreadsheet
	Member Voluntary Nutrient Contributions						
Other Receipts	Non R2 Affiliate Members	\$8,072	\$8,072	\$0	0%	-\$8,072	FY27: 5% increase Santa Rosa, Sac Reg'l, Vacaville, Ironhouse \$2018 / each,
Interest Income	LAIF	\$200,000	\$200,000	\$26,217	13%	-\$173,783	BACWA, Legal, & CBC Funds invested in LAIF
	Total Revenue	\$3,470,225	\$3,470,225	\$2,229,442	64%	-\$1,240,783	
EXPENSES							
Labor							
	Executive Director	\$240,195	\$240,195	\$0	0%	-\$240,195	(incl 3% CPI SF Bay Metro Area Dec 2025)
	Assistant Executive Director	\$126,427	\$126,427	\$0	0%	-\$126,427	(incl 3% CPI SF Bay Metro Area Dec 2025); \$84.28/hour; Reflects 1200 AED hours + 300 hrs EPA Grant
	Regulatory Program Manager	\$167,249	\$167,249	\$0	0%	-\$167,249	(incl 3% CPI SF Bay Metro Area Dec 2025); \$123.88/hour, Reflects 1350 hours
	Employee Model Contingency	\$152,573	\$152,573	\$0	0%	-\$152,573	Based on an estimate of benefits costing 30% of salary
	Total	\$686,444	\$686,444	\$0	0%	-\$686,444	
Administration							
	EBMUD Financial Services	\$46,826	\$46,826	\$0	0%	-\$46,826	5% increase from FY26
	Auditing Services	\$6,200	\$6,200	\$0	0%	-\$6,200	Financial Auditors through EBMUD; per auditor rate schedule
	Administrative Expenses	\$4,059	\$4,059	\$0	0%	-\$4,059	No change from FY26
	Insurance	\$11,000	\$11,000	\$0	0%	-\$11,000	15-20% increase from FY26 actual (per Alliant)
	Total	\$68,085	\$68,085	\$0	0%	-\$68,085	
Meetings							
	EB Meetings	\$4,200	\$4,200	\$0	0%	-\$4,200	No change from FY26
	Annual Meeting	\$15,806	\$15,806	\$0	0%	-\$15,806	10% increase from FY26
	Pardee	\$4,000	\$4,000	\$0	0%	-\$4,000	No change from FY26
	Misc. Meetings and conferences	\$10,000	\$10,000	\$574	6%	-\$9,426	No change from FY26
	Total	\$34,006	\$34,006	\$574	2%	-\$33,432	
Communication							
	Website Hosting / Domain registration	\$250	\$250	\$0	0%	-\$250	66% decrease based on FY25 actual spending and vendor change
	File Storage	\$750	\$750	\$0	0%	-\$750	No change from FY26, box.net
	Website Development/Maintenance	\$750	\$750	\$0	0%	-\$750	54% decrease based on FY25 actual spending and vendor change

FY 2027 Budget

EXPENSES							
	IT Support (As Needed)	\$1,000	\$1,000	\$0	0%	-\$1,000	65% decrease based on FY25 actual spending
	BACWA Value of Wastewater Communication	\$50,000	\$50,000	\$0	0%	-\$50,000	New line item in FY24, no change from FY24 - TBD
	Other Communication	\$4,000	\$4,000	\$0	0%	-\$4,000	10% increase from FY25 actual; MS Exchange, Survey Monkey, PollEv, Zoom, Netfile, listserv
	Total	\$56,750	\$56,750	\$0	0%	-\$56,750	
Legal							
	Regulatory Support	\$20,000	\$20,000	\$0	0%	-\$20,000	No change from FY26
	Executive Board Support	\$20,000	\$20,000	\$0	0%	-\$20,000	Increase from FY26 for employment models support
	Total	\$40,000	\$40,000	\$0	0%	-\$40,000	
Committees							
	AIR	\$126,030	\$126,030	\$0	0%	-\$126,030	Carollo contract
	BAPPG	\$159,060	\$159,060	\$0	0%	-\$159,060	Includes Pest. Reg Spt. @ \$77k; Pest. Prof Outreach @ \$27K; Media Consultant @ \$50K; misc.\$5k
	Asset Management Committee	\$500	\$500	\$0	0%	-\$500	No change from FY26
	BABC	\$120,000	\$120,000	\$0	0%	-\$120,000	Formerly BACWA Biosolids, now BABC program management contract
	Collections System	\$700	\$700	\$39	6%	-\$661	SSS WDR Support
	O&M Committee	\$500	\$500	\$0	0%	-\$500	No change from FY26
	Laboratory Committee	\$700	\$700	\$0	0%	-\$700	Increase from FY26
	Permits Committee	\$500	\$500	\$0	0%	-\$500	No change from FY26
	Pretreatment	\$500	\$500	\$0	0%	-\$500	No change from FY26
	Recycled Water Committee	\$500	\$500	\$0	0%	-\$500	No change from FY26
	Misc Committee Support	\$45,000	\$45,000	\$0	0%	-\$45,000	No change from FY26
	Manager's Roundtable	\$1,000	\$1,000	\$0	0%	-\$1,000	No change from FY26
	Total	\$454,990	\$454,990	\$39	0%	-\$454,951	
Collaboratives							
	Collaboratives						
	State of the Estuary (SFEP-biennial)	\$0	\$0	\$0	0%	\$0	Biennial in Even Fiscal Years
	Arleen Navarret Award	\$2,500	\$2,500	\$0	0%	-\$2,500	Next Award will be disbursed in FY27
	BayCAN	\$1,500	\$1,500	\$1,500	100%	\$0	
	General benefit contribution to EPM Pilot	\$50,000	\$50,000	\$0	0%	-\$50,000	EPM time spent on general permitting improvements
	Bay Area One Water Network	\$0	\$0	\$0	0%	\$0	No donations in FY27
	Bruce Wolfe Scholarship	\$4,000	\$4,000	\$0	0%	-\$4,000	FY27 thru FY31 approved in March 2026
	Our Water Our World Program	\$10,000	\$10,000	\$0	0%	-\$10,000	No change from FY26, Previously included in BAPPG Budget
	National Stewardship Action Council	\$10,000	\$10,000	\$0	0%	-\$10,000	No change from FY26, Previously included in BAPPG Budget
	California Product Stewardship Council	\$10,000	\$10,000	\$10,000	100%	\$0	No change from FY26, Previously included in BAPPG Budget
	Misc	\$1,500	\$1,500	\$0	0%	-\$1,500	NBWA
	Total	\$89,500	\$89,500	\$11,500	13%	-\$78,000	
Other							
	Unbudgeted Items						
	Other						
Tech Support							
	Technical Support						
	Nutrients						
	Watershed Permit NMS Contribution	\$2,200,000	\$2,200,000	\$0	0%	-\$2,200,000	Permit required funding for 3rd Watershed Permit Science Studies
	NMS Voluntary Contributions			\$0			
	Additional work under permit	\$100,000	\$100,000	\$0	0%	-\$100,000	Discretionary work including CEQA support for Basin Plan Amendment
	Nutrient Workshop(s)	\$0	\$0	\$0	13		Pilot Studies/Plant Review/Innovative Technologies; Might change

FY 2027 Budget

EXPENSES							
	NMS Reviewer	\$30,000	\$30,000	\$0	0%	-\$30,000	Contract with Joe Dillion
	Regional Nutrient Compliance Support	\$250,000	\$250,000	\$0	0%	-\$250,000	HDR multi year contract
	General Tech Support	\$100,000	\$100,000	\$0	0%	-\$100,000	Eg. Nutrients, biosolids - may be used for trading if EPA support is unavailable
	CEC Investigations	\$50,000	\$50,000	\$0	0%	-\$50,000	PFAS Study Phase 3
	Risk Reduction	\$12,500	\$12,500	\$0	0%	-\$12,500	Will plan new risk reduction tasks for current Hg/PCB Watershed Permit
	Total	\$2,742,500	\$2,742,500	\$0	0%	-\$2,742,500	
	TOTAL EXPENSES	\$4,172,275	\$4,172,275	\$12,113	0%	-\$4,160,162	
	NET INCOME BEFORE TRANSFERS	-\$702,050					
	TRANSFERS FROM RESERVES	\$702,050					aligns with strategy of drawing down reserves to lessen impact of Nutrient Surcharge
	NET INCOME AFTER TRANSFERS	\$0					
	TOTAL OPERATING BUDGET	\$1,341,775					
	OPERATING RESERVE	\$335,444					

BACWA Special Projects Budget - FY27

							
	<u>Line Item Description</u>	<u>FY27 Budget</u>	<u>Projected as of July 2026</u>	<u>Actual July 2026</u>	<u>Actual % of Budget July 2026</u>	<u>Variance</u>	<u>FY27 NOTES</u>
REVENUES & FUNDING							
	BACC Admin Fees	\$52,000	\$52,000	\$0	0%	-\$52,000	400 hours of AED support \$130/hr
	CASA Passthrough	\$620,125	\$620,125	\$418,500	67%	-\$201,625	Pass through program to support pooled emissions study
	EPA Grant - staffing/PM/admin	\$117,300	\$117,300	\$0	0%	-\$117,300	Project management task 4.1 in proposal to EPA (will find out in April if awarded) Includes 300 hrs AED
	EPA Grant - nutrient trading	\$365,667	\$365,667	\$0	0%	-\$365,667	Trading 3.1 in proposal to EPA (will find out in April if awarded)
	EPA Grant - Passthrough to subawardees	\$6,359,537	\$6,359,537	\$0	0%	-\$6,359,537	Passthrough to subawardees(will find out in April if awarded)
	AQPI	tbd					MOU under development - will be cost neutral for BACWA
	Bay Area Air District EPM Agency Passthrough	tbd					EPM work for specific agencies will be cost-neutral for BACWA
	Total Revenues	\$7,514,628	\$7,514,628	\$418,500	6%	-\$7,096,128	
	<u>Line Item Description</u>	<u>FY27 Budget</u>	<u>Projected Expense as of July 2026</u>	<u>Actual July 2026</u>	<u>Actual % of Budget July 2026</u>	<u>Variance</u>	<u>FY27 NOTES</u>
EXPENSES							
	BACC Administrator	\$52,000	\$52,000	\$0	0%	-\$52,000	400 hrs AED support at \$130 per hr
	CASA Passthrough	\$620,125	\$620,125	\$0	0%	-\$620,125	Pass through program to support pooled emissions study
	EPA Grant - staffing/PM/admin	\$117,300	\$117,300	\$0	0%	-\$117,300	Project management task 4.1 in proposal to EPA (will find out in April if awarded)
	EPA Grant - nutrient trading	\$365,667	\$365,667	\$0	0%	-\$365,667	Trading 3.1 in proposal to EPA (will find out in April if awarded) Includes 300 hrs AED
	EPA Grant - Passthrough to subawardees	\$6,359,537	\$6,359,537	\$0	0%	-\$6,359,537	Passthrough to subawardees(will find out in April if awarded)
	AQPI	tbd					MOU under development - will be cost neutral for BACWA
	Bay Area Air District EPM Agency Passthrough	tbd					EPM work for specific agencies will be cost-neutral for BACWA
	Total Expenses	\$7,514,628	\$7,514,628	\$0	0%	-\$7,514,628	
Administration							
	Total Revenues	\$7,514,628	\$7,514,628	\$418,500	6%	-\$7,096,128	
	(Total Exepnses)	\$7,514,628	\$7,514,628	\$0	0%	-\$7,514,628	
	Total Cost to BACWA General Fund	\$0		\$418,500			

BACWA Fund Report as of July 31, 2026

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	31,660	615,355	10,887	636,128	1,010,123	(373,995)
604	LEGAL RSRV	300,000	-	-	300,000	-	300,000
605	CBC	1,780,094	1,612,559	-	3,392,653	1,439,778	1,952,875
	SUBTOTAL 1	2,111,754	2,227,914	10,887	4,328,781	2,449,901	1,878,880
602	BABC	185,385	1,104	-	186,489	-	186,489
606	BACC	18,688	1,528	-	20,216	52,000	(31,784)
607	BACC LEGAL RSRV	150,000	-	-	150,000	-	150,000
610	WOT	259,236	-	-	259,236	-	259,236
612	CASA Air Toxics	1,000	418,500	-	419,500	-	419,500
	SUBTOTAL 2	614,309	421,132	-	1,035,441	52,000	983,441
	GRAND TOTAL	2,726,063	2,649,046	10,887	5,364,222	2,501,901	2,862,321

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	31,660	615,355	10,887	636,128	(610,706)	14,869	40,291	40,291	-	0%	-	-	priority # 6 for allocation
604	LEGAL RSRV	300,000	-	-	300,000	-	-	300,000	-	300,000	11%	-	-	priority # 1 for allocation
605	CBC	1,780,094	1,612,559	-	3,392,653	(1,592,520)	-	1,800,133	-	1,800,133	68%	-	-	priority # 3 for allocation
	SUBTOTAL 1	2,111,754	2,227,914	10,887	4,328,781	(2,203,226)	14,869	2,140,424	40,291	2,100,133	80%	-	-	
602	BABC	185,385	1,104	-	186,489	-	-	186,489	-	186,489	7%	-	-	priority # 4 for allocation
606	BACC	18,688	1,528	-	20,216	-	-	20,216	20,216	-	0%	-	-	
607	BACC LEGAL RSRV	150,000	-	-	150,000	-	-	150,000	-	150,000	6%	-	-	priority # 2 for allocation
610	WOT	259,236	-	-	259,236	-	-	259,236	61,083	198,153	8%	-	-	priority # 5 for allocation
612	CASA Air Toxics	1,000	418,500	-	419,500	(418,500)	-	1,000	1,000	-	0%	-	-	
	SUBTOTAL 2	614,309	421,132	-	1,035,441	(418,500)	-	616,941	82,299	534,642	20%	-	-	
	GRAND TOTAL	2,726,063	2,649,046	10,887	5,364,222	(2,621,726)	14,869	2,757,365	122,590	2,634,775	100%	-	-	

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

Reconciliation to Trial Balance		STB	29020	-	
<u>Per Report above:</u>		STB	14930	2,634,775	
General	2,227,914	STB	15050	122,590	
WOT, BABC, & BACC	421,132			2,757,365	-
PROP	-	STB	16300	2,621,726	
subtotal	2,649,046	STB	21350	(14,869)	
				5,364,222	-

<u>Trial Balance Revenue Accounts</u>	
40100	Interest (27,321)
40101	Mem Contrib (1,479,205)
40102	Transfer -
40103	Assoc Contrib -
40104	Other (1,142,520)
47310	State Grant -
47320	Grant Retention -
subtotal	(2,649,046)
Difference	-

BACWA Revenue Report as of July 31, 2026

Cost Center Code	Cost Center Description	Program Segment Description	Program Segment Value	Amended Budget	Current Period	FY27 - Year to Date	Unobligated
600	Bay Area Clean Water Agencies	BABC - AED and RPM Support	6200	-	-	-	-
		BACC - AED Support	6199	(52,000.00)	-	-	52,000.00
		BDO Affil/CS/Assoc Dues	6104	-	-	-	-
		BDO Affiliate/Associate Dues	6103	-	-	-	-
		BDO Assoc.&Affiliate Contr	6102	(226,446.00)	-	-	226,446.00
		BDO Fund Transfers	6141	-	-	-	-
		BDO Member Contributions	6101	(610,707.00)	(610,705.00)	(610,705.00)	2.00
		BDO Non-Member Contr AIR	6136	-	-	-	-
		BDO Other Receipts	6105	-	-	-	-
		BDO Other Receipts (Misc)	6140	-	-	-	-
		BDO- Interest Income from LAIF	6142	(200,000.00)	(4,650.08)	(4,650.08)	195,349.92
		BDO-Alternative Investment Inc	6143	-	-	-	-
		Non R2 Affiliate Members	6135	(8,072.00)	-	-	8,072.00
600 Total				(1,097,225.00)	(615,355.08)	(615,355.08)	481,869.92
602	Bay Area Biosolids Coalition	BDO Fund Transfers	6141	-	-	-	-
		BDO Member Contributions	6101	-	-	-	-
		BDO- Interest Income from LAIF	6142	-	(1,103.82)	(1,103.82)	(1,103.82)
602 Total				-	(1,103.82)	(1,103.82)	(1,103.82)
605	Clean Bay Collaborative	BDO Fund Transfers	6141	-	-	-	-
		BDO Member Contributions	6101	(675,000.00)	(450,000.00)	(450,000.00)	225,000.00
		BDO Other Receipts	6105	(1,750,000.00)	(1,142,520.00)	(1,142,520.00)	607,480.00
		BDO- Interest Income from LAIF	6142	-	(20,038.57)	(20,038.57)	(20,038.57)
605 Total				(2,425,000.00)	(1,612,558.57)	(1,612,558.57)	812,441.43
606	Bay Area Chemical Consortium	BDO Member Contributions	6101	-	-	-	-
		BDO- Interest Income from LAIF	6142	-	(1,528.37)	(1,528.37)	(1,528.37)
606 Total				-	(1,528.37)	(1,528.37)	(1,528.37)
607	BACC Legal RSRV	BDO Fund Transfers	6141	-	-	-	-
607 Total				-	-	-	-
610	WOT Wtr Wwtr Operat Training	BDO- Interest Income from LAIF	6142	-	-	-	-
610 Total				-	-	-	-
612	CASA Air Toxics	BDO Member Contributions	6101	(620,125.00)	(418,500.00)	(418,500.00)	201,625.00
612 Total				(620,125.00)	(418,500.00)	(418,500.00)	201,625.00
Grand Total				(4,142,350.00)	(2,649,045.84)	(2,649,045.84)	1,493,304.16

BACWA Treasurer's Report Expenses and Encumbrances

Period Covering July 1, 2026 through July 31, 2026

Cost Center Code	Program Segment Description	Program Segment Value	Amended Budget	Obligated Fiscal Year to Date	Unobligated
600	AIR-Air Issues&Regulation Grp	6153	126,030.00	126,030.00	-
	AS-Assistant Executive Directo	6175	126,427.00	126,427.00	-
	AS-Audit Services	6180	6,200.00	-	6,200.00
	AS-BACWA Admin Expense	6173	4,059.00	-	4,059.00
	AS-EBMUD Financial Services	6176	46,826.00	46,826.00	-
	AS-Executive Director	6174	240,195.00	240,195.00	-
	AS-Insurance	6177	11,000.00	-	11,000.00
	AS-Regulatory Program Manager	6179	167,249.00	78,144.50	89,104.50
	Administrative Support	6178	-	-	-
	Asset Management Committee	6213	500.00	-	500.00
	BABC	6147	120,000.00	130,000.00	(10,000.00)
	BACWA Value of Wastewater Communication	6211	50,000.00	40,000.00	10,000.00
	BC-BAPPG	6152	159,060.00	154,000.00	5,060.00
	BC-Collections System	6144	700.00	(39.38)	739.38
	BC-Laboratory Committee	6149	700.00	-	700.00
	BC-Manager's Roundtable	6154	1,000.00	-	1,000.00
	BC-Miscellaneous Committee Sup	6150	45,000.00	-	45,000.00
	BC-Permit Committee	6145	500.00	-	500.00
	BC-Pretreatment Committee	6151	500.00	-	500.00
	BC-Water Recycling Committee	6146	500.00	-	500.00
	Bay Area One Water Network	6209	-	-	-
	Bruce Wolf Scholarship	6210	4,000.00	-	4,000.00
	CAR-BACWA File Storage	6165	750.00	-	750.00
	CAR-BACWA IT Software	6167	4,000.00	-	4,000.00
	CAR-BACWA IT Support	6166	1,000.00	-	1,000.00
	CAR-BACWA Website Dev/Maint	6163	750.00	-	750.00
	CAR-BACWA Website Hosting	6164	250.00	-	250.00
	CAS-Arleen Navaret Award	6160	2,500.00	-	2,500.00
	CAS-BayCAN	6204	1,500.00	1,500.00	-
	CAS-Misc Collaborative Sup	6162	1,500.00	-	1,500.00
	CAS-PSSEP	6157	-	-	-
	CAS-Stanford ERC	6159	-	-	-
	California Product Stewardship Council	6216	10,000.00	10,000.00	-
	Employee Model Contingency	6219	152,573.00	48,500.00	104,073.00
	GBS-Meeting Support-Annual	6170	15,806.00	-	15,806.00
	GBS-Meeting Support-Exec Bd	6169	4,200.00	-	4,200.00
	GBS-Meeting Support-Misc	6172	10,000.00	(573.53)	10,573.53
	GBS-Meeting Support-Pardee	6171	4,000.00	-	4,000.00
	LS-Executive Board Support	6156	20,000.00	-	20,000.00
	LS-Regulatory Support	6155	20,000.00	20,000.00	-
	National Stewardship Action Council	6215	10,000.00	-	10,000.00
	O&M Committee	6148	500.00	-	500.00
	Our Water Our World Program	6214	10,000.00	-	10,000.00
	WQA-CE-Nature Based Solutions	6196	-	-	-
	Write-Off Doubtful Accounts	6208	-	-	-
600 Total			1,379,775.00	1,021,009.59	358,765.41
602	AS-Assistant Executive Directo	6175	-	-	-
	AS-Regulatory Program Manager	6179	-	-	-
	Academia Research & Development	6203	-	-	-
	Administrative Support	6178	-	-	-
	BDO Contract Expenses	6186	-	-	-
	Collateral Development	6197	-	-	-
	Program Manager Expense	6202	-	-	-
	Technology Research & Development	6206	-	-	-
602 Total			-	-	-
605	Recycled Water Evaluation	6198	-	-	-
	Regional Nutrient Compliance Support	6218	250,000.00	-	250,000.00
	WQA - CEC Investigations	6201	50,000.00	86,513.97	(36,513.97)
	WQA-CE Addl Work Under Permit	6191	100,000.00	1,309,352.00	(1,209,352.00)
	WQA-CE Risk Reduction	6190	12,500.00	13,912.38	(1,412.38)
	WQA-CE Voluntary Nutr Contrib	6193	-	-	-
	WQA-CE-Nature Based Solutions	6196	-	-	-
	WQA-CE-Nutrient WS Permit Comm	6188	2,200,000.00	-	2,200,000.00
	WQA-CE-Technical Support	6181	100,000.00	-	100,000.00
	WQA-NMSReviewer	6205	30,000.00	30,000.00	-
605 Total			2,742,500.00	1,439,778.35	1,302,721.65
606	AS-BACWA Admin Expense	6173	-	-	-
	AS-Regulatory Program Manager	6179	-	-	-
	Administrative Support	6178	52,000.00	52,000.00	-
	BDO Fund Transfers	6141	-	-	-
	CAR-BACWA IT Support	6166	-	-	-
	CAR-BACWA Website Hosting	6164	-	-	-
	GBS-Meeting Support-Misc	6172	-	-	-
606 Total			52,000.00	52,000.00	-
610	Administrative Support	6178	-	-	-
	BDO Contract Expenses	6186	-	-	-
610 Total			-	-	-
612	Passthrough to CASA for air toxics	6212	620,125.00	-	620,125.00
612 Total			620,125.00	-	620,125.00
Grand Total			4,794,400.00	2,512,787.94	2,281,612.06



BACWA EXECUTIVE BOARD ACTION REQUEST

AGENDA NO.: 3

MEETING DATE: September 18, 2026

TITLE: Request for BACWA Executive Board to Review and Confirm the Current BACWA Conflict of Interest Code.

☐ RECEIPT

☐ DISCUSSION

☐ RESOLUTION

☒ APPROVAL

RECOMMENDED ACTION

Authorize Staff to file a 2026 biennial statement by the October 1, 2026, deadline that the BACWA Conflict of Interest Code has been reviewed by the Board and no amendment is required.

SUMMARY

The Political Reform Act (Act) prohibits a public official from using his or her official position to influence a governmental decision in which he or she has a financial interest. Every state and local agency must adopt a conflict of interest code that identifies all officials and employees within the agency who make governmental decisions based on the positions they hold. The individuals in the designated positions must disclose their financial interests as specified in the agency's conflict of interest code. To help identify potential conflicts of interest, the law requires public officials and employees in designated positions in a conflict of interest code to report their financial interests on a form called Statement of Economic Interests (Form 700). The conflict of interest codes and the Form 700s are fundamental tools in ensuring that officials are acting in the public's best interest and not their own.

Over time, the structure of an agency will change because employees' duties shift, positions are renamed or eliminated, and the organizational structure is modified. When an agency makes these types of changes, the conflict of interest code must be amended accordingly. To ensure the codes remain current and accurate, a multi-county agency must review its code biennially during even-numbered years.

When determining whether to amend, an agency should carefully review its current conflict of interest code and consider the following:

- Is the current code more than five years old?
- Have there been any substantial changes to the agency's organizational structure since the current code was adopted?
- Have any positions been eliminated or renamed since the current code was adopted?
- Have any new positions been added since the current code was adopted?
- Have there been any substantial changes in duties or responsibilities for any positions since the current code was adopted?
- If an agency answers "yes" to any of the above questions, most likely its conflict of interest code will need to be amended.
-

After reviewing the current Conflict of Interest Code, staff recommends no changes.

FISCAL IMPACT

There is no fiscal impact.

ALTERNATIVES

1. Do not approve the filing. This alternative is not recommended since BACWA would then be in violation of the Act.

Attachments:

BACWA Conflict of Interest Code

BACWA Consultants Requirements

2026 Biennial Notice

Approved: _____

Amy Chastain, Chair,
BACWA Executive Board

Date: __September 18, 2026_____

RESOLUTION NO. 8004-16
RESOLUTION OF THE EXECUTIVE BOARD
OF THE BAY AREA CLEAN WATER AGENCIES
APPROVING CONFLICT OF INTEREST CODE

WHEREAS, the provisions of the Political Reform Act require California public agencies to adopt a conflict of interest code (Government Code Section 87300); and

WHEREAS, the governing body (the "Board") of the Bay Area Clean Water Agencies ("BACWA") wishes to adopt such a code (the "Code") so as to conform with the Political Reform Act and the associated regulations; and

WHEREAS, the Fair Political Practices Commission has determined the Political Reform Act requires the designation of positions in conflict of interest codes that may foreseeably have a material affect on financial interests within the BACWA boundaries; and,

WHEREAS, the Fair Political Practices Commission has determined that adopting a conflict of interest code is an action that requires a formal notice and comment period; and,

WHEREAS, BACWA has drafted a notice of intent to adopt a conflict of interest code; and,

WHEREAS, BACWA has scheduled a 45 day notice and comment period, beginning on March 9, 2001 and culminating on April 24, 2001, to accept written comments from the public and encourage public involvement in the decision-making process; and,

WHEREAS, no public hearing was requested in any comment received and BACWA has accepted and considered comments from interested persons throughout the comment period; and

WHEREAS, the Board has reviewed the Code attached hereto as Attachment A; and

WHEREAS, the Code requires the Board to designate a filing officer for BACWA.

NOW, THEREFORE, BE IT RESOLVED as follows:

1. The Board hereby adopts and approves the Code as BACWA's conflict of interest code, conditioned only upon the approval of the Code by the Fair Political Practices Commission.
2. The Board hereby authorizes and directs BACWA's Executive Director to submit the Code, together with a copy of this resolution, to the Fair Political Practices Commission for approval.

3. Upon approval of the Code by the Fair Political Practices Commission, BACWA's Executive Director is appointed as the designated filing officer for BACWA's conflict of interest code.
4. The Board hereby authorizes each of the officers of BACWA to execute all documents and take any other action necessary or advisable to carry out the purposes of this resolution.

CERTIFICATION

The foregoing Resolution was adopted by the Executive Board of Bay Area Clean Water Agencies at its regularly scheduled meeting held on April 26, 2001.



DONALD BIRRER,
Executive Director

ATTACHMENT A

BAY AREA CLEAN WATER AGENCIES CONFLICT OF INTEREST CODE

The Political Reform Act (Government Code Section 81000 et seq.) requires state and local government agencies to adopt and promulgate conflict of interest codes. The Fair Political Practices Board has adopted a regulation, 2 California Code of Regulations Section 18730, which contains the terms of a standard conflict of interest code, which can be incorporated by reference, and which may be amended by the Fair Political Practices Board to conform to amendments in the Political Reform Act after public notice and hearings. Therefore, the terms of 2 California Code of Regulations Section 18730 and any amendments to it duly adopted by the Fair Political Practices Board, along with the attached Appendix in which officials and employees are designated and disclosure categories are set forth, are hereby incorporated by reference and constitute the conflict of interest code of the Bay Area Clean Water Agencies.

Designated employees shall file statements of economic interests with the Executive Director of the Bay Area Clean Water Agencies who shall make the statements available for public inspection and reproduction. (Gov.Code Section 81008.)

APPENDIX A
BAY AREA CLEAN WATER AGENCIES
CONFLICT OF INTEREST CODE

PART I
DESIGNATED POSITIONS

		Disclosure <u>Categories to Report</u>
1.	General Counsel	All
2.	Consultants*	All
3.	Members and Alternates of the Executive Board	All
4.	Executive Director	All

*Consultants shall be included in the list of designated employees. However, the Executive Director may determine in writing that a particular consultant, although in a "designated position," is hired to perform a range of duties that are limited in scope and thus is not required to fully comply with the disclosure requirements described in this section. Such written determination shall include a description of the consultant's duties and, based upon that description, a statement of the extent of disclosure requirements. The Executive Director's determination is a public record and shall be retained for public inspection in the same manner and location as the conflict of interest code.

It has been determined that the positions listed below manage public investments and will file a Statement of Economic Interest pursuant to Government Code § 87200: Treasurer.

APPENDIX B
BAY AREA CLEAN WATER AGENCIES
CONFLICT OF INTEREST CODE

Investments and business positions in business entities, and income from sources which provide facilities, services, supplies, or equipment of the type utilized by or within BACWA, including, but not limited to:

1. Office equipment and supplies
2. Safety equipment and facilities
3. Engineering services
4. Printing or reproduction services
5. Soil tests, compaction and grading
6. Audit and other accounting services
7. Environmental analysis
8. Geology services
9. Chemical or biological laboratory or field survey or testing services

This is the last page of the conflict of interest code for the **Bay Area Clean Water Agencies**.



CERTIFICATION OF FPPC APPROVAL

Pursuant to Government Code Section 87303, the conflict of interest code for the Bay Area Clean Water Agencies was approved on March 19, 2002. The code will be effective on April 18, 2002.

A handwritten signature in dark ink, reading 'Mark Krausse', written over a horizontal line.

Mark Krausse
Executive Director
Fair Political Practices Commission

(Regulations of the Fair Political Practices Commission, Title 2, Division 6 of the California Code of Regulations.)

18730. Provisions of Conflict of Interest Codes.

(a) Incorporation by reference of the terms of this regulation along with the designation of employees and the formulation of disclosure categories in the Appendix referred to below constitute the adoption and promulgation of a conflict of interest code within the meaning of Government Code section 87300 or the amendment of a conflict of interest code within the meaning of Government Code section 87306 if the terms of this regulation are substituted for terms of a conflict of interest code already in effect. A code so amended or adopted and promulgated requires the reporting of reportable items in a manner substantially equivalent to the requirements of article 2 of chapter 7 of the Political Reform Act, Government Code sections 81000, *et seq.* The requirements of a conflict of interest code are in addition to other requirements of the Political Reform Act, such as the general prohibition against conflicts of interest contained in Government Code section 87100, and to other state or local laws pertaining to conflicts of interest.

(b) The terms of a conflict of interest code amended or adopted and promulgated pursuant to this regulation are as follows:

(1) Section 1. Definitions.

The definitions contained in the Political Reform Act of 1974, regulations of the Fair Political Practices Commission (2 Cal. Code of Regs. sections 18100, *et seq.*), and any amendments to the Act or regulations, are incorporated by reference into this conflict of interest code.

(2) Section 2. Designated Employees.

The persons holding positions listed in the Appendix are designated employees. It has been determined that these persons make or participate in the making of decisions which may foreseeably have a material effect on financial interests.

(3) Section 3. Disclosure Categories.

This code does not establish any disclosure obligation for those designated employees who are also specified in Government Code section 87200 if they are designated in this code in that same capacity or if the geographical jurisdiction of this agency is the same as or is wholly included within the jurisdiction in which those persons must report their financial interests pursuant to article 2 of chapter 7 of the Political Reform Act, Government Code sections 87200, *et seq.*

In addition, this code does not establish any disclosure obligation for any designated employees who are designated in a conflict of interest code for another agency, if all of the following apply:

(A) The geographical jurisdiction of this agency is the same as or is wholly included within the jurisdiction of the other agency;

(B) The disclosure assigned in the code of the other agency is the same as that required under article 2 of chapter 7 of the Political Reform Act, Government Code section 87200; and

receive any form of payment as a result of his or her appointment. Such persons shall not file either an assuming or leaving office statement.

(A) Any person who resigns a position within 30 days of the date of a notice from the filing officer shall do both of the following:

(1) File a written resignation with the appointing power; and

(2) File a written statement with the filing officer declaring under penalty of perjury that during the period between appointment and resignation he or she did not make, participate in the making, or use the position to influence any decision of the agency or receive, or become entitled to receive, any form of payment by virtue of being appointed to the position.

(6) Section 6. Contents of and Period Covered by Statements of Economic Interests.

(A) Contents of Initial Statements.

Initial statements shall disclose any reportable investments, interests in real property and business positions held on the effective date of the code and income received during the 12 months prior to the effective date of the code.

(B) Contents of Assuming Office Statements.

Assuming office statements shall disclose any reportable investments, interests in real property and business positions held on the date of assuming office or, if subject to State Senate confirmation or appointment, on the date of nomination, and income received during the 12 months prior to the date of assuming office or the date of being appointed or nominated, respectively.

(C) Contents of Annual Statements. Annual statements shall disclose any reportable investments, interests in real property, income and business positions held or received during the previous calendar year provided, however, that the period covered by an employee's first annual statement shall begin on the effective date of the code or the date of assuming office whichever is later.

(D) Contents of Leaving Office Statements.

Leaving office statements shall disclose reportable investments, interests in real property, income and business positions held or received during the period between the closing date of the last statement filed and the date of leaving office.

(7) Section 7. Manner of Reporting.

Statements of economic interests shall be made on forms prescribed by the Fair Political Practices Commission and supplied by the agency, and shall contain the following information:

(A) Investments and Real Property Disclosure.

When an investment or an interest in real property³ is required to be reported,⁴ the

³ For the purpose of disclosure only (not disqualification), an interest in real property does not include the principal residence of the filer.

⁴ Investments and interests in real property which have a fair market value of less than \$2,000 are not investments and interests in real property within the meaning of the Political Reform Act. However, investments or interests in real property of an individual include those held by the individual's spouse and dependent children as well as a pro rata share of any investment or interest in real property of any business entity or trust in which the individual, spouse and dependent children own, in the aggregate, a direct, indirect or beneficial interest of 10

designated employee shall list the name and address of each business entity in which he or she is a director, officer, partner, trustee, employee, or in which he or she holds any position of management, a description of the business activity in which the business entity is engaged, and the designated employee's position with the business entity.

(E) Acquisition or Disposal During Reporting Period. In the case of an annual or leaving office statement, if an investment or an interest in real property was partially or wholly acquired or disposed of during the period covered by the statement, the statement shall contain the date of acquisition or disposal.

(8) Section 8. Prohibition on Receipt of Honoraria.

(A) No member of a state board or commission, and no designated employee of a state or local government agency, shall accept any honorarium from any source, if the member or employee would be required to report the receipt of income or gifts from that source on his or her statement of economic interests. This section shall not apply to any part-time member of the governing board of any public institution of higher education, unless the member is also an elected official.

Subdivisions (a), (b), and (c) of Government Code section 89501 shall apply to the prohibitions in this section.

This section shall not limit or prohibit payments, advances, or reimbursements for travel and related lodging and subsistence authorized by Government Code section 89506.

(8.1) Section 8.1 Prohibition on Receipt of Gifts in Excess of \$320.

(A) No member of a state board or commission, and no designated employee of a state or local government agency, shall accept gifts with a total value of more than \$320 in a calendar year from any single source, if the member or employee would be required to report the receipt of income or gifts from that source on his or her statement of economic interests. This section shall not apply to any part-time member of the governing board of any public institution of higher education, unless the member is also an elected official.

Subdivisions (e), (f), and (g) of Government Code section 89503 shall apply to the prohibitions in this section.

(8.2) Section 8.2. Loans to Public Officials.

(A) No elected officer of a state or local government agency shall, from the date of his or her election to office through the date that he or she vacates office, receive a personal loan from any officer, employee, member, or consultant of the state or local government agency in which the elected officer holds office or over which the elected officer's agency has direction and control.

(B) No public official who is exempt from the state civil service system pursuant to subdivisions (c), (d), (e), (f), and (g) of Section 4 of Article VII of the Constitution shall, while he or she holds office, receive a personal loan from any officer, employee, member, or consultant of the state or local government agency in which the public official holds office or over which the public official's agency has direction and control. This subdivision shall not apply to loans made to a public official whose duties are solely secretarial, clerical, or manual.

(C) No elected officer of a state or local government agency shall, from the date of his or her election to office through the date that he or she vacates office, receive a personal loan from

of the Government Code.

(8.4) Section 8.4. Personal Loans.

(A) Except as set forth in subdivision (B), a personal loan received by any designated employee shall become a gift to the designated employee for the purposes of this section in the following circumstances:

1. If the loan has a defined date or dates for repayment, when the statute of limitations for filing an action for default has expired.
2. If the loan has no defined date or dates for repayment, when one year has elapsed from the later of the following:
 - a. The date the loan was made.
 - b. The date the last payment of one hundred dollars (\$100) or more was made on the loan.
 - c. The date upon which the debtor has made payments on the loan aggregating to less than two hundred fifty dollars (\$250) during the previous 12 months.

(B) This section shall not apply to the following types of loans:

1. A loan made to the campaign committee of an elected officer or a candidate for elective office.
2. A loan that would otherwise not be a gift as defined in this title.
3. A loan that would otherwise be a gift as set forth under subdivision (A), but on which the creditor has taken reasonable action to collect the balance due.
4. A loan that would otherwise be a gift as set forth under subdivision (A), but on which the creditor, based on reasonable business considerations, has not undertaken collection action. Except in a criminal action, a creditor who claims that a loan is not a gift on the basis of this paragraph has the burden of proving that the decision for not taking collection action was based on reasonable business considerations.
5. A loan made to a debtor who has filed for bankruptcy and the loan is ultimately discharged in bankruptcy.

(C) Nothing in this section shall exempt any person from any other provisions of Title 9 of the Government Code.

(9) Section 9. Disqualification.

No designated employee shall make, participate in making, or in any way attempt to use his or her official position to influence the making of any governmental decision which he or she knows or has reason to know will have a reasonably foreseeable material financial effect, distinguishable from its effect on the public generally, on the official or a member of his or her immediate family or on:

(A) Any business entity in which the designated employee has a direct or indirect investment worth two thousand dollars (\$2,000) or more;

(B) Any real property in which the designated employee has a direct or indirect interest worth two thousand dollars (\$2,000) or more;

(C) Any source of income, other than gifts and other than loans by a commercial lending institution in the regular course of business on terms available to the public without regard to official status, aggregating five hundred dollars (\$500) or more in value provided to, received by

87300-87302, 89501, 89502 and 89503, Government Code.

2026 Multi-County Agency Biennial Notice

Name of Agency: _____

Mailing Address: _____

Contact Person: _____ Phone No. _____

Email: _____ Alternate Email: _____

Counties within Jurisdiction, or for Charter Schools, Counties in which the School is Chartered:
(if more space is needed, include an attachment):

No. of Employees* _____ No. of Form 700 Filers* _____

**Including board and committee members*

Accurate disclosure is essential to monitor whether officials have conflicts of interest and to help ensure public trust in government. The biennial review examines current programs to ensure that the agency's code includes disclosure by those agency officials who make or participate in making governmental decisions.

Please identify which statement accurately describes your agency's status.

This agency has reviewed its conflict of interest code. The current code designates all positions which make or participate in making governmental decisions. The designated positions are assigned accurate disclosure categories that relate to the job duties of the respective positions. The code incorporates FPPC regulation 18730 so that all relevant Government Code Sections are referenced.

This agency has reviewed its conflict of interest code and has determined that an amendment is necessary. An amendment may include the following:

New positions which involve the making or participating in the making of decisions which may foreseeably have a material impact on a financial interest

Current designated positions need renaming or deletion

Statutorily required provisions of the code need to be addressed

Disclosure categories need revision

Verification (to be completed if no amendment is required)

This multi-county agency's code accurately designates all positions that make or participate in the making of governmental decisions. The disclosure assigned to those positions accurately requires that all investments, business positions, interests in real property, and sources of income that may foreseeably be affected materially by the decisions made by those holding designated positions are reported. The code includes all other provisions required by Government Code Section 87302.

Signature of Chief Executive Officer

Date

All multi-county agencies must complete and return this notice, including those agencies whose codes are currently under review. Please return this notice no later than **October 1, 2026** to the FPPC at biennialnotice@fppc.ca.gov or 1102 Q Street, Suite 3050, Sacramento, CA 95811.

www.fppc.ca.gov
FPPC Advice: advice@fppc.ca.gov (866.275.3772)
Page 1 of 1



BACWA EXECUTIVE BOARD ACTION REQUEST

AGENDA NO.: 4

MEETING DATE: September 18, 2026

TITLE: Extend Agreement with Larry Walker Associates, Inc. for As-Needed Interim Regulatory Program Manager Support

☐ RECEIPT

☐ DISCUSSION

☐ RESOLUTION

☒ APPROVAL

RECOMMENDED ACTION

Provide direction to BACWA staff to extend agreement with Larry Walker Associates, Inc. through either December 31, 2026, or through June 30, 2027.

SUMMARY

On May 6, 2026, Mary Cousins terminated her contract with BACWA for Regulatory Program Management Services. BACWA sole sourced a limited duration contract with Larry Walker Associates, Inc. to prevent substantial and consequential disruption to the agency's activities, as described in the attached Board Action Request from May 5, 2026. That contract is scheduled to expire on October 31, 2026.

BACWA is in the process of transitioning its staffing model, and anticipated initiating a recruitment for a new Regulatory Program Manager in the summer of 2026. However, this process has taken longer than anticipated, and is unlikely to be complete in time to complete a recruitment by October 31, 2026. BACWA staff is asking the Board to consider two alternatives to bridge this staffing resources gap, and to give BACWA staff direction on a proposed alternative.

1. Consider the sole source justification from the May 5, 2026 sufficiently robust to justify continuing the contract with LWA until a permanent Regulatory Program Manager is in place later this fiscal year. The extension would last through the end of the current fiscal year, for an additional eight months beyond the current contract. BACWA would terminate the contract with 30 days' notice once a permanent Regulatory Program Manager is recruited, so the full time may not be needed.

OR

2. Extend the contract with LWA through December 31, 2026, or two months beyond the current contract. This would give BACWA staff time to initiate a Request for Qualifications and select a consultant through a competitive process.

The original contract provided a not to exceed amount of \$96,840 beginning in May 2026, which is equivalent to approximately 60 hours per month over 6 months (depending on staff billing rate). Each of the alternatives assumes the same spending rate.

The timelines and costs for these two alternatives are summarized in the table below:

	Extended Contract Expiration Date	Incremental Contract Increase for FY 27	Anticipated Total cost for FY27	Anticipated Total Contract beginning May 2026*
Alternative 1	June 30, 2027	\$129,120 (8 months)	\$193,680 (12 months)	\$225,960 (14 months total)
Alternative 2	December 31, 2026	\$32,280 (2 months)	\$96,840 (6 months)	\$129,120 (8 months total)

*Total contract includes two months in FY26, July-Oct in FY27, plus incremental increase indicated

FISCAL IMPACT

The funding for this contract is consistent with the Fiscal Year 2026 workplans for BACWA and Special Programs. The Fiscal Year 2027 Budget contains a \$167,249 line item for Regulatory Program Manager support, so Alternative 1 would exceed this amount.

ALTERNATIVES

Do not extend the contract for As-Needed Interim Regulatory Program Management Support. This alternative is not recommended, since a lapse in this support would cause a significant disruption to the services BACWA is able to provide over a period of several months.

Attachments: May 5, 2026 BAR for Agreement with Larry Walker Associates
FY26 Agreement with Larry Walker Associates, Inc., with Exhibit A – Scope of Work,
and Exhibit B – Rates and Reimbursable Expenses

Approved: _____
Jackie Zipkin, Chair,
BACWA Executive Board

Date: _____



BACWA EXECUTIVE BOARD ACTION REQUEST

AGENDA NO.: 1

MEETING DATE: May 5, 2026

TITLE: Request for BACWA Executive Board Approval for the Agreement with Larry Walker Associates, Inc. for As-Needed Interim Regulatory Program Manager Support

☐ RECEIPT

☐ DISCUSSION

☐ RESOLUTION

☒ APPROVAL

RECOMMENDED ACTION

Authorize agreement with Larry Walker Associates, Inc. to provide As-Needed Interim Regulatory Program Management Support for a not to exceed amount of \$96,840.

SUMMARY

On May 6, 2026, Mary Cousins will terminate her contract with BACWA for Regulatory Program Management Services. BACWA is in the process of transitioning its staffing model but anticipates initiating a recruitment for a new Regulatory Program Manager in the summer of 2026. In the interim period, it is important that BACWA retain Regulatory Program Management Support to maintain its level of service to the Executive Board, its members, and its committees. In 2020, which was the last time BACWA underwent a staffing transition, BACWA evaluated proposals from four prospective vendors for Regulatory Program Management Services, and Larry Walker Associates, Inc. (LWA) was chosen as the consultant who could best provide the required services. Alina Constantinescu was the LWA staff primarily responsible for this contract, with other staff available as-needed, and provided these services for seven months. Ms. Constantinescu has been involved in many of BACWA's committees for several years and has extensive regulatory experience. Additional staff at LWA are available to assist BACWA as needed.

It is recommended that BACWA sole source this limited duration contract to prevent substantial and consequential disruption to the agency's activities. BACWA is currently in the process of reevaluating its contracting policy and procedures, which include direction to limit sole sourced contracts to \$30,000. However, sole sourcing is allowable above this limit with appropriate justification. In order to maintain continuity of service to our members, it is recommended that BACWA sole source this contract, with the following justification:

- Given the time-sensitive nature of key regulatory issues that BACWA consistently provides advocacy on and informs members about, it is critical to bring on interim support right away, as the time to undertake a competitive process would leave a gap in coverage.
- LWA's Alina Constantinescu is the only consultant with experience providing the necessary services; any other consultants would require substantial time to on-board and orient. BACWA is a very lean organization with three staff (including the Regulatory Program Manager), that provides a high level of service to its members, and whose scope has expanded over the past several years without an associated increase in staffing. In summer of 2026, BACWA will

continue to perform its core mission while undergoing a staffing model transition and potentially initiating a new role as grant administrator, if its coalition proposal to US EPA is successful. Against this backdrop, it is important that interim support already be familiar with BACWA's organizational procedures and can quickly move into this role with minimum onboarding and resource investment from the remaining two staff.

- LWA's Alina Constantinescu is the only consultant with longstanding engagement in BACWA's most active committees. A main function of the Regulatory Program Manager is to support BACWA's committees. There are a fairly small number of consultants in the Region that attend a breadth of BACWA committee meetings and have the expertise necessary to support a range of committees. Alina Constantinescu is unique in her participation in permits, pretreatment, and collection systems committees, and she routinely tracks BACWA's other committees by reviewing the meeting notes.

The recommended contract provides a not to exceed amount of \$96,840, which is equivalent to 60 hours per month over 6 months, at a billing rate of \$269 per hour. This level of support is intended to continue as needed through October 2026, at which point it is anticipated that a permanent Regulatory Program Manager will be in place.

FISCAL IMPACT

The funding for this contract is consistent with the Fiscal Year 2026 workplans and budget for BACWA and Special Programs. The contract will be funded through the Regulatory Program Manager line item, which is estimated to contain adequate funds to fulfill this contract, based on Regulatory Program Manager Services invoices received to date. The Fiscal Year 2027 Budget also contains a line item for Regulatory Program Manager support.

ALTERNATIVES

Do not approve the contract for As-Needed Interim Regulatory Program Management Support. This alternative is not recommended, since a lapse in this support would cause a significant disruption to the services BACWA is able to provide over a period of several months.

Attachments: FY26 Agreement with Larry Walker Associates, Inc., with Exhibit A – Scope of Work, and Exhibit B – Rates and Reimbursable Expenses

Approved: 
Jackie Zipkin, Chair,
BACWA Executive Board

05 / 26 / 2026
Date: _____

Date: May 5, 2026

BAY AREA CLEAN WATER AGENCIES
CONSULTING AGREEMENT

TO:	Brian Laurenson Larry Walker Associates, Inc. 1480 Drew Avenue, Suite 100, Davis, CA 95618	BrianL@lwa.com Phone: 530-753-6400
FROM:	Lorien Fono, Executive Director BACWA PO Box 24055, MS702 Oakland, CA 94623	lfono@bacwa.org Phone: 510-684-2993

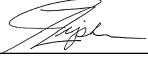
RE: BACWA Agreement for FY26 with Larry Walker Associates, Inc. to provide Interim Regulatory Program Management support to the Executive Director.

This Agreement, effective May 5, 2026, covers professional services to be performed by Larry Walker Associates, Inc. for As-Needed Interim Regulatory Program Management Support, as described in the Scope of Work, Attachment A. The work under this contract will be carried out under the supervision of Lorien Fono, BACWA Executive Director. The term of this agreement shall not extend beyond October 31, 2026. The total cost of professional services to be performed by Larry Walker Associates, Inc. is not to exceed \$96,840 This contract will be funded by the BACWA Budget under the Regulatory Program Manager line item.

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

Larry Walker Associates, Inc. shall submit invoices to the BACWA Assistant Executive Director via e-mail: jdymment@bacwa.org. Invoices shall include the hours charged by each employee, a brief description of the work performed, and a description of costs for which Consultant seeks reimbursement and which are specified in Exhibit B. Invoices will be paid within thirty (30) days of receipt.

Approved:

By 
Jackie Zipkin
Chair, BACWA Executive Board

By Brian M. Laurenson
Brian Laurenson
Larry Walker Associates

Date 05 / 26 / 2026

Date 05 / 22 / 2026

BACWA EIN: 94-3389334

EIN/TIN: 94-2610668

Exhibit A

BACWA INTERIM REGULATORY PROGRAM MANAGER

SCOPE OF WORK

Larry Walker Associates will work under the direction of the BACWA Executive Director to assist with some or all of the following:

- Support BACWA's committees:
 - Routine support
 - Asset Management – Board Report for 2-3 meetings per year.
 - Bay Area Pollution Prevention Group – Board Report for bimonthly meetings.
 - Collection Systems – Draft agenda, final agenda and Board Report for quarterly meetings.
 - Laboratory – Draft agenda, final agenda, and Board Report for bimonthly meetings.
 - Operations and Maintenance – Board Report for 2-3 meetings per year
 - Permits – Draft agenda, final agenda, and Board Report for bimonthly meetings.
 - Pretreatment – Draft agenda, final agenda, and Board Report for 2-3 meetings per year.
 - Recycled Water – Draft agenda, final agenda, and Board Report for quarterly meetings.
 - As-needed support:
 - Air Issues and Regulations
 - Biosolids and/or Bay Area Biosolids Coalition
- Track, summarize, and communicate water quality regulations and policies affecting BACWA member agencies;
- Prepare for and attend BACWA Executive Board meetings; assist in preparing minutes and carrying out action items.
- Monitor regulatory issues and assist in the preparation of comment letters on key regulations;
- Act as liaison to regulatory agencies and partner associations on key regulatory topics;
- Manage communications with the membership through the monthly BACWA Bulletin;
- Assist the Executive Director with contract and program management, and with other related tasks as requested.

Exhibit B

**BACWA INTERIM REGULATORY PROGRAM MANAGER
RATES AND REIMBURSIBLE EXPENSES**

Alina Constantinescu (lead): \$269/hour

Brenda Rojas (Meeting support): \$202/hour

Nubia Donikian (Meeting support / Regulatory Matrix support): \$221/hour

Mitch Mysliwiec (Dilution / Mixing Zones expertise) \$289/hour

Gorman Lau (Pretreatment / Local Limits expertise): \$304/hour

Denise Connors (Senior Advisor): \$324/hour

Mileage: Current IRS Rates

Transportation: Actual Expense

BACWA Regulatory Program Manager Scope of Work

The scope of work for the BACWA Regulatory Program Manager can be divided into seven tasks:

1. Support for BACWA's committees:
 - a. Routine support
 - i. Asset Management
 - ii. Bay Area Pollution Prevention Group (BAPPG), including Pesticides Subcommittee
 - iii. Collection Systems
 - iv. Laboratory
 - v. O&M
 - vi. Permits
 - vii. Pretreatment
 - viii. Recycled Water
 - b. As-needed support:
 - i. Air Issues and Regulations
 - ii. Biosolids and/or Bay Area Biosolids Coalition
2. Support for Executive Board
3. Routine administration and compliance tasks
4. BACWA Bulletin
5. Collaboration with professional organizations, scientific organizations and outside agencies
6. Coordination with regulators
7. Special Issue Support

Task 1. Support for BACWA's committees

- For all routinely supported committees: manage roster, meeting invitations, online meeting hosting, and webpage, and prepare Board report. Draft or review comment letters relevant to each committee to regulators, or legislators. Specific tasks per committee are listed below:
 - Asset Management – Board Report for 2-3 meetings per year.
 - Bay Area Pollution Prevention Group – Board Report for bimonthly meetings.
 - Collection Systems – Draft agenda, final agenda and Board Report for quarterly meetings.
 - Laboratory – Draft agenda, final agenda, and Board Report for bimonthly meetings.
 - Operations and Maintenance – Board Report for 2-3 meetings per year
 - Permits – Draft agenda, final agenda, and Board Report for bimonthly meetings.
 - Pretreatment – Draft agenda, final agenda, and Board Report for 2-3 meetings per year.
 - Recycled Water – Draft agenda, final agenda, and Board Report for quarterly meetings.
- For AIR and Biosolids: Attend meetings, if possible. Post meeting materials (e.g., slides) to BACWA website and insert in Executive Board packet. These two committees do not require help with tracking regulations, meeting invitations, Board reports, or comment letters, but they require assistance with email list administration portal or the BACWA website.

Note – In recent years, Task 1 activities comprised 50-60% of the RPM's hours.

Task 2. Support for Executive Board

- Develop materials for Executive Board packets
- Work with Executive Director to invite committee leaders to provide updates on committee activities.
- Review draft minutes from Executive Board meetings
- Follow up on Action Items from Executive Board meeting
- Pardee technical seminar preparation and supports
- Update Regulatory Issues matrix three times per year

Task 3. Routine BACWA support, administration, and compliance tasks

- Draft annual NPDES compliance letter on behalf of member agencies (draft in November and December. Finalize in early January. Work with SFEI's RMP Manager on this task).
- Assist with development of BACWA Annual Report
- Attend monthly staff meetings and follow up on action items
- Website content management and other IT tasks
- Annual meeting preparation and support

Task 4. BACWA Bulletin

- Draft monthly Bulletin and shared with BACWA Executive Director
- Finalize monthly Bulletin based on Executive Director's edits
- Distribute monthly Bulletin and post updated link to <https://bacwa.org/bacwa-bulletins/>

Task 5. Collaboration with professional organizations, scientific organizations and outside agencies

- Attend virtual monthly CASA workgroup meetings for ACE, Collection Systems, Water, and Biosolids. Attend in-person meetings in the Bay Area. For efficiency, avoid duplication of attendance with Executive Director.
- Attend 1-2 WaterReuse events in the Bay Area
- Attend BayCAN, Bay Adapt, and similar regional climate change planning-relevant events
- Call in to NACWA Regional Association Conference calls (as-needed)
- Collaborate with SFEI and the RMP as-needed

Task 6. Coordination with Regulators

- Develop agenda for regular BACWA meetings with the Regional Water Board, and draft meeting summaries

Task 7. Special Issue Support

Provide support as directed by BACWA's Executive Director. Tasks may include:

- Nutrients.** Contribute to regional compliance with the 2024 Nutrients Watershed Permit, including development of a Basin Plan Amendment for compliance schedules; support for HDR's Regional Planning Study, including convening the Contract Management Group and reviewing deliverables; provide support for the Freshwater Trust's trading study; follow Nutrient Management Strategy

science; provide member information-sharing on technical topics such as optimization (Tasks 2, 6, 7)

- b. **PFAS.** Assist SFEI with planning for PFAS Phase 3 study. Work with Clean Water SoCal, CASA, and CVCWA, and Water Boards on a statewide wastewater strategy that focuses on source control. Work with Pretreatment Committee on industrial source control (landfills, metal plating, etc.). To control residential loads, work with CASA, SFEI, and DTSC on consumer product source control strategy. (Task 1, Task 7).
- c. **Artificial Intelligence.** Plan a webinar showcasing BACWA member agency use of AI (particularly for O&M, public outreach, or capital planning); facilitate peer-to-peer conversation about AI implementation.
- d. **Communications.** Assist BACWA ED with implementation of BACWA's communication plan, particularly by acting as liaison to BAPPG as needed. Assist with edits to Baywise website as needed for BAPPG.
- e. **Pesticides.** Coordinate with BACWA's Pesticides Regulatory Consultant team (currently led by Stephanie Hughes) on strategies to reduce the water quality threat of urban pesticides. This work mainly focuses on stakeholder outreach (e.g., pet owners, veterinarians) and regulator outreach e.g., California Department of Pesticide Regulation and USEPA). Cultivate relationships around the state to gradually transition this effort to statewide instead of regional in nature (Task 1, 5, 7)
- f. **Climate.** Track development of regulations and new technical tools related to climate change adaptation and mitigation. Sample topics: AQPI; Incorporating modified IDF curves into collection system and treatment plant capacity planning; BayAdapt / BCDC Regional Shoreline Adaptation Plan for sea level rise adaptation of POTWs and collection systems; re-circulating updated survey from Region 2 NPDES Division; hosting speakers at BACWA committee meetings on topics such as precipitation intensity, groundwater level rise, sea level rise, and related topics (Tasks 5, 7).
- g. **Biosolids Survey** – Prepare an update to the most recent BACWA Biosolids Trends Survey.
- h. **New Regulations.** Help members stay up-to-date on new regulations under development for diverse topics such as toxic air contaminants (Rule 11-18, Bay Area Air District), Clean Water Act Methods Update Rule (USEPA), PFAS Effluent Limitations Guidelines (USEPA), GIS requirements for sewer systems (CA Underground Safety Board), and PFAS in drinking water and non-potable reuse (Division of Drinking Water at State Water Board) (Tasks 1, 5, 7).
- i. **Other Issues**
 - Track regulations via discussions with regulators and member agencies, the Water Board lysis mailing list, CASA, and other Regional Associations.
 - Work with Committee leaders and BACWA Executive Board to develop BACWA positions on new regulations and new monitoring requirements

MEMORANDUM OF UNDERSTANDING

CONTRACT NO. 2026.111

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”), located at PO Box 24055, MS 702, Oakland, CA 94623.

RECITALS

WHEREAS, the AIR DISTRICT 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, BACWA is a joint powers agency, formed under the California Government Code by the five largest wastewater treatment agencies in the San Francisco Bay Area. BACWA’s members include the municipalities and special districts that provide sanitary sewer services to the communities governed by the AIR DISTRICT. BACWA’s members are the organizations whose permit applications will be supported by the EPM.

IT IS NOW THEREFORE AGREED:

1. **PURPOSE.** This MOU describes the voluntary and non-exclusive relationship between BACWA and the AIR DISTRICT covering activities prescribed in Exhibit A, Scope of Work, attached and incorporated herein by this reference, to support the development and implementation of the EPM Pilot Program.

The anticipated level of effort per assigned EPM is approximately 16 hours per week. This estimate is provided for planning purposes only, is not binding, and does not constitute a minimum or guaranteed level of service.

2. **AIR DISTRICT Responsibilities.**

The AIR DISTRICT will:

- a. Provide overall program oversight and ensure alignment with the AIR DISTRICT’s mission and policies, as well as any statutory, regulatory, or other legally binding requirements.
- b. Provide administrative support for the execution of this MOU, including functions related to invoicing, accounts receivable, and financial tracking.
- c. Administer the MOU with BACWA in accordance with the AIR DISTRICT’s contracting, accounting, and reporting requirements.

- d. Oversee work of the EPMs to ensure all professional, legal, and personnel requirements are satisfactorily met.
- e. Approve and ensure that EPM deliverables meet the standards and acceptance criteria defined in this MOU.
- f. Assign an EPM(s) to serve as the primary coordinator for work performed under this MOU to ensure timely and effective completion of in-scope services and deliverables. The EPMs will:
 - i. Facilitate communications between the parties, as well as communications and coordination involving dependencies that may affect performance.
 - ii. Coordinate internally with AIR DISTRICT about issues and potential improvements to benefit the overall permit process.
 - iii. Report progress at pre-determined intervals to the parties.

3. BACWA Responsibilities.

BACWA will:

- a. Assign a primary point of contact for each permit supported by the EPM, with sufficient organizational responsibility and decision-making authority to act expeditiously and knowledgeably on requests from the AIR DISTRICT. The facility point of contact(s) will actively participate in coordination meetings, document reviews, and technical discussions, including the timely communication of input, organizational priorities, and operational limitations, if any, and as needed and requested by the AIR DISTRICT.
- b. Comply with all applicable terms, conditions, and prohibitions of this MOU.

4. No Warranties; No Guarantee of Regulatory Outcomes.

- a. The parties acknowledge that the services provided under this MOU are voluntary and non-regulatory in nature.
- 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 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. However, AIR DISTRICT commits to diligent, professional performance of services described in Exhibit A and adherence to agreed-upon schedules in the EPM Work Plan, subject only to the dependencies listed in Section 9 of Exhibit A.

- 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 alter statutory or regulatory requirements, influence regulatory decision-making, or confer preferential treatment.
5. **Prohibitions.** BACWA is prohibited from directing, attempting to direct, or controlling any EPM, AIR DISTRICT staff, or AIR DISTRICT decision-making, including the work or activities of the EPM(s).
6. **Term.** This MOU shall become effective on the date of the last signature of this MOU ("Effective Date"). The term of this MOU shall continue for a period up to three (3) years from the Effective Date and shall be organized into annual Periods of Performance, each subject to annual review:
- **Year One** shall consist of the first twelve (12) months following the Effective Date. A midpoint review and annual review period shall begin on the first day of the seventh (7th) month and twelfth (12th) month of Year One, respectively, and extend through the end of those months. The EPM will provide a midpoint progress report to the parties within seven (7) calendar days of the midpoint review period. The EPM will provide annual progress reports to the parties no later than the first day of the last month in each Performance Period. The parties will have fourteen (14) calendar days from delivery of the midpoint progress report and annual progress report to propose changes to the EPM Work Plan. The counterparty will then have fourteen (14) calendar days to respond and/or accept proposed changes. During the midpoint and annual review periods, either party may propose amendments to this MOU in accordance with Section 19, or elect to terminate the MOU for convenience upon written notice to the other Party in accordance with Section 7.
 - **Year Two** shall begin on the first day following completion of Year One, subject to continuation by mutual agreement of the parties. A midpoint review and second annual review period shall begin on the first day of the eighteenth (18th) month and twenty-fourth (24th) month, respectively, following the Effective Date and shall follow the same process described for Year One. During this period, either Party may propose amendments to this MOU in accordance with

Section 19, or elect to terminate the MOU for convenience upon written notice to the other Party in accordance with Section 7.

- **Year Three** shall begin on the first day following completion of Year Two, subject to continuation by mutual agreement of the parties. A midpoint review shall begin the thirtieth (30th) month following the Effective Date and shall follow the same process described in Year One. The Period of Performance shall conclude no later than June 30, 2029, unless terminated earlier in accordance with this MOU. Financial payments for Year Three services may be prorated if the remaining period of performance is less than 12 months.

7. **Termination.** This MOU may be terminated without cause by AIR DISTRICT or BACWA during the applicable midpoint or annual review period upon seven (7) calendar days written notice to the other party and delivered in accordance with Section 20, 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. If either party terminates this MOU during the designated review periods, AIR DISTRICT shall refund BACWA on a monthly prorated basis for any unused portion of the applicable annual contribution. If AIR DISTRICT elects to terminate this MOU prior to the annual review period for any reason, AIR DISTRICT shall refund BACWA on a monthly prorated basis for any unused portion of the applicable annual contribution. Whereas, if BACWA elects to terminate this MOU, for any reason, outside of the midpoint and annual review period, no refund, in whole or in part, will be returned to BACWA. However, BACWA may terminate this MOU outside the designated review periods and AIR DISTRICT shall refund BACWA on a monthly prorated basis for any unused portion of the applicable annual contribution, upon thirty (30) calendar days' written notice under any of the following circumstances:

- a. **EPM Reassignment.** EPM reassignment without a suitable EPM, as agreed upon by the AIR DISTRICT and BACWA, cannot be assigned,
- b. **Material Performance Failure.** AIR DISTRICT fails to meet agreed-upon milestones or schedules in the EPM Work Plan for two (2) consecutive monthly reporting periods, and such failure is not caused by dependencies described in Section 9 of Exhibit A, and AIR DISTRICT has not cured the failure with fifteen (15) business days of receiving written notice from BACWA,
- c. **Reduced Service Levels.** assigned EPM provides an average of fewer than twelve (12) hours per week of service to BACWA for eight (8) consecutive weeks due to AIR DISTRICT workload constraints, staff availability, or other causes within AIR DISTRICT's control,

- d. **Material Breach.** AIR DISTRICT materially breaches any provision of this MOU and fails to cure such breach within thirty (30) days of receiving written notice from BACWA specifying the breach.

Notwithstanding the foregoing, if BACWA strictly adheres to the agreed-upon work plans and timelines prescribed in this MOU but the AIR DISTRICT consistently fails to adhere to the work plans and timelines, BACWA may submit a formal written request to the AIR DISTRICT's Executive Officer/Air Pollution Control Officer to terminate the MOU, to which the request shall not be unreasonably denied. If the formal written request to terminate the MOU is approved, AIR DISTRICT shall refund BACWA any unused portion of the applicable annual contribution on a monthly prorated basis.

8. Payments.

- a. Based on an average level of effort of 16 hours per week, BACWA shall provide annual financial contributions in the amount of \$186,000 per year, adjusted as described below, to the AIR DISTRICT for the EPM Pilot Program in exchange for the services described in Exhibit A, Scope of Work. Annual contribution amounts shall be calculated based on the fully-burdened hourly rate of the assigned EPM in accordance with the AIR DISTRICT's salary schedule multiplied by the total approximate number of hours to be provided by the EPM for the year. Should the fully-burdened hourly rate of the EPM change during the year due to salary step increases or cost of living adjustments or if the approximate number of hours provided by the EPM changes or is underutilized, the annual contribution amount shall be adjusted accordingly. The AIR DISTRICT shall notify BACWA of any changes to the fully-burdened hourly rate of the EPM with thirty (30) days advance notice. If the fully-burdened hourly rate of the EPM increases over 5% annually, then the DISTRICT will submit a written request of the proposed hourly rate increase to BACWA with sixty (60) days advanced notice.
- b. The annual contribution amount shall be paid in two (2) equal installments. AIR DISTRICT will submit invoice(s) to BACWA for the first installment within fifteen (15) calendar days following the start of each year of the EPM Pilot Program. AIR DISTRICT will submit invoice(s) to BACWA for the second installment within fifteen (15) calendar days following the start of 6th month of each year of the EPM Pilot Program. AIR DISTRICT will submit true-up invoice(s) to BACWA for any adjustments to the annual contribution amounts at the end of each period of performance. BACWA shall remit payments within thirty (30) calendar days following receipt of each invoice. AIR DISTRICT will

provide reimbursement to BACWA within fifteen (15) calendar days. AIR DISTRICT will submit true-up reimbursements if EPM services are underutilized the previous program year.

- c. If BACWA fails to pay the balance due on or before the due date, any unpaid balance shall bear interest at a rate of 1.5% per month. This interest shall accrue on a daily basis from the original due date until the outstanding balance is paid in full, up to the maximum rate permitted by applicable law. AIR DISTRICT may suspend services and/or terminate the MOU if BACWA fails to remit the required payments within thirty (30) calendar days and any amounts previously paid shall be retained by the AIR DISTRICT.
- d. On a monthly basis, the AIR DISTRICT shall identify and provide to BACWA costs incurred for support of each of the facility participants' permits, and costs incurred to the general benefit of improving the permitting process for wastewater agencies.

9. **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. A relationship between BACWA and its member organizations who participate in this program will be entered into separately. The intent of both the AIR DISTRICT and BACWA is to create an independent collaborative relationship.

10. Indemnification.

- a. BACWA 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 AIR DISTRICT, its officers, agents, or employees.
- b. The AIR DISTRICT shall indemnify and hold the BACWA, 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 BACWA, its officers, agents, or employees.

11. 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 agree to a qualified mediator within 10 days after receipt of the demand for mediation, and hold the mediation within thirty (30) days after receipt of the demand for mediation or as soon thereafter as the selected mediator is available.
- 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.

12. Intellectual Property Rights and Disclosures. Title and full ownership rights to all intellectual property, tools, templates, guidance materials, and other work products developed by EPM(s) under this MOU—including, but not limited to, permit application checklists, schedules, dashboards, and process tools—shall be the property of the AIR DISTRICT.

Such materials are developed to support the AIR DISTRICT's ongoing regulatory and programmatic responsibilities and may be reused, adapted, or applied by the AIR DISTRICT for other purposes without restriction. Nothing in this MOU grants BACWA any ownership interest or exclusive intellectual property rights in these materials, except as expressly provided in a separate, executed agreement or required by law.

All materials developed under this MOU are subject to applicable public records, confidentiality, and disclosure requirements.

13. Confidentiality. In order to carry out the purposes of this MOU, the parties may require access to certain of the other party's confidential information (including trade secrets, inventions, confidential know-how, confidential business information, and other information that the disclosing party considers confidential) (collectively, "Confidential Information"). It is expressly understood and agreed that the disclosing party may designate in a conspicuous manner Confidential Information that the receiving party obtains from the disclosing party, and the receiving party agrees to:

- a. Observe complete confidentiality with respect to such information, including, without limitation, agreeing not to disclose or otherwise permit access to such information by any other person or entity in any manner whatsoever, except that such disclosure or access shall be permitted to employees of the receiving party requiring access in fulfillment of the services provided under this MOU.
- b. Ensure that the receiving party's officers, employees, agents, representatives, and independent contractors are informed of the confidential nature of such information, and to assure by agreement or otherwise, that they are prohibited from copying or revealing, for any purpose whatsoever, the contents of such information or any part thereof, or from taking any action otherwise prohibited under this section.
- c. Not use such information or any part thereof in the performance of services to others or for the benefit of others in any form whatsoever, whether gratuitously or for valuable consideration, except as permitted under this MOU.
- d. Notify the disclosing party promptly and in writing of the circumstances surrounding any possession, use, or knowledge of such information, or any part thereof, by any person or entity other than those authorized by this section. Take, at the receiving party's expense but at the disclosing party's option, and in any event under the disclosing party's control, any legal action necessary to prevent unauthorized use of such information by any third party or entity which has gained access to such information at least in part due to the fault of the receiving party.
- e. Take any and all other actions necessary or desirable to assure such continued confidentiality and protection of such information during the term of this MOU and following expiration or termination of the MOU.
- f. Prevent access to such materials by a person or entity not authorized under this MOU.
- g. Establish specific procedures in order to fulfill the obligations of this section.
- h. Nothing in this MOU shall be construed to limit the AIR DISTRICT's obligations under applicable public disclosure requirements, including California Public Records Act ("CPRA").

14. 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.

15. **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.
16. **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.
17. **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.
18. **Entire Agreement.** This MOU represents the entire agreement of the parties, and merges and supersedes any prior written or oral representations, discussions, understandings, or agreements by or between the parties relating to the subject matter of this MOU.
19. **Modification.** The EPM Pilot Program is designed for adaptive management and continuous learning. Changes to this MOU may be proposed by either party during the annual review period described in Section 6. Proposed changes shall be documented in writing and shared with the other party for review and approval. Changes shall not take effect unless mutually agreed upon by the parties and documented accordingly. Nothing in this section requires either party to accept proposed changes or limits a party's ability to terminate the MOU as described in Section 7. No party has been induced to enter into this MOU by, nor is any party relying upon, any representation or warranty outside those expressly set forth herein. This MOU may only be amended by mutual agreement of the parties in writing and signed by both parties.

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

To AIR DISTRICT: Attention: Fred Tanaka
Bay Area Air Quality Management District
375 Beale Street, Suite 600
San Francisco, CA 94105
ftanaka@baaqmd.gov

21. **Survival of Terms.** The provisions of sections 10 (Indemnification), 12 (Intellectual Property Rights), and 13 (Confidentiality) shall survive the expiration or termination of this MOU.

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: _____

Amy Chastain
BACWA Executive Board Chair

Date: _____

BAY AREA AIR QUALITY MANAGEMENT DISTRICT

By: _____

Meredith Bauer
Principal Deputy Executive Officer

Date: _____

EXHIBIT A

SCOPE OF WORK

The AIR DISTRICT's permitting program is currently undergoing a modernization effort, and permit applications are experiencing systemic delays. Through the EPM Pilot Program, the AIR DISTRICT will assign a dedicated EPM to provide enhanced and voluntary permitting services, described below, which extend beyond regulatory and statutory program requirements. The AIR DISTRICT will make reasonable efforts to ensure that all permit applications covered by this MOU will remain in active review with sufficient staffing resources and technical services available to meet agreed-upon application processing timeframes and schedules.

Activities

1. Three-Year Work Plan, Annual Updates, and Performance Tracking.

An assigned EPM will work with BACWA and its member organizations to develop a three-year work plan ("EPM Work Plan") that details specific tasks, activities, schedules, resource allocations, and milestones that will be completed or provided. The EPM Work Plan will describe the performance metrics, tracking systems, and reporting that will be established to support fulfillment of agreed upon services and commitments between the parties, including the frequency of activities done for performance tracking purposes. The EPM Work Plan shall be completed and approved by the parties within forty (40) calendar days of the Effective Date of the MOU. The EPM Work Plan may be updated by mutual agreement of the parties on an annual basis during the annual review period described in Section 6 of the MOU.

2. Assignment of EPM Services by BACWA to its Member Organizations.

BACWA will develop a process to enlist and assign EPM services to BACWA's member organizations. BACWA will document this process in the EPM Work Plan with instructions to the EPM(s) on how to manage and track work requests for individual projects or applications.

3. Pre-Application Discovery and Consultation Services.

An assigned EPM will collect preliminary information and regulatory compliance questions from BACWA for any proposed projects covered under the EPM Work Plan. The EPM will brief internal team(s) at the AIR DISTRICT and coordinate pre-application consultation services, which could include actions to:

- a. Review available project information to assess applicant's preparedness and advise on what information and forms should be submitted as part of a complete application package.
- b. Articulate a clear outline of steps in the review process, with an initial plan for how the EPM will help navigate the application through its various stages.
- c. Identify potential process bottlenecks and assess what engineering support will be needed, with recommended steps that can be taken early on, by either or both parties, to streamline review, minimize the need for iterative reworking of the application, and ensure timely processing.
- d. Recommend effective strategies for complying with permitting requirements, including preliminary discussion of Best Available Control Technology (BACT), California Environmental Quality Act (CEQA), and public noticing considerations and/or requirements.
- e. Propose a preliminary schedule for application processing, with an alignment check to see how it fits within the wider project development schedule.
- f. Provide an estimate of level of effort for permit support for cost planning purposes.

4. Permit Application Navigation and Project Management Services.

An assigned EPM will provide customized navigation and project management services throughout the processing of BACWA member organizations' permit applications covered under the EPM Work Plan until either a final action has been taken by the AIR DISTRICT or the MOU has expired. Navigation and project management services could include, but are not limited to, actions to:

- a. Schedule and facilitate regular internal coordination meetings and meetings between the AIR DISTRICT and the permit applicant(s) to support review of the permit application, evaluation of project emissions and toxics risk, as required, interpretation of applicable AIR DISTRICT rules and regulatory requirements, and development of draft permit conditions.
- b. Set-up and maintain a secure SharePoint site with content that allows both parties to track progress of all active applications, visualize the status of assignments and related tasks for each application, and maintain a history of information exchanged between the parties. This SharePoint site will complement the AIR DISTRICT's My Air Online web-based system.
- c. Facilitate expeditious responses to any questions or information requests that may arise from either party.

- d. Facilitate internal AIR DISTRICT coordination and resolution of policy and/or technical questions related to BACWA's permit applications, communication status and outcomes back to the applicant.
- e. Support coordination of AIR DISTRICT CEQA reviews related to BACWA's covered projects, as well as public noticing and response to public comments, if required.

5. Sector and Association-level Services.

EPMs will work proactively and collaboratively with BACWA and its member organizations to identify common challenges or general areas of opportunity related to permitting. EPMs will work with AIR DISTRICT executive leadership to propose approaches for evaluating issues identified, with the goal of developing recommendations for process, policy, or regulatory improvements. Work done by the EPMs under this section will be solely directed, overseen, and approved by the AIR DISTRICT.

6. Adaptive Management and Post Program Evaluation.

EPMs will report on performance metrics that are defined within the Work Plan at regular intervals, in both written and oral reports to the parties. BACWA will be consulted and surveyed to collect feedback on the EPM Pilot Program, as well as perspectives on opportunities for permit processing improvements more generally at the AIR DISTRICT. As part of each annual report and the final three-year report, the EPM(s) will assess programmatic barriers and permitting bottlenecks and recommend actions for improvements at the AIR DISTRICT based on lessons learned from the EPM Pilot Program. Recommendations could include process and policy changes, deployment of advanced technologies or systems, training for staff and applicants, and rule changes. EPMs may also produce special reports, with agreement from the parties that such work is desirable and beneficial to the EPM Pilot Program objectives.

7. Reporting and Milestones.

Detailed schedules, reporting expectations, performance metrics, and annual review procedures will be documented in the Three-Year Work Plan and updated by mutual agreement of the Parties. The EPM will provide monthly progress reports to the parties, as specified in the EPM Work Plan. The EPM will provide annual progress reports to the parties no later than the first day of the last month in each Performance Period. The parties will have forty (40) calendar days from delivery of the annual

progress report to propose changes to the EPM Work Plan as part of the annual review period. The counterparty will then have forty (40) calendar days to respond and/or accept proposed changes.

8. Standards and Acceptance Criteria.

Services and deliverables shall be deemed acceptable if performed in accordance with this MOU and Scope of Work and carried out in a professional and diligent manner, using reasonable professional judgment and good-faith effort.

9. Dependencies.

Completion of services and activities covered under this Scope of Work is dependent on factors that may be outside the control of the AIR DISTRICT, including the following:

- a. Completion of certain activities depends on BACWA's member organizations providing accurate and complete project and permit application information in a timely manner and responding reasonably to requests for additional information.
- b. Completion of certain activities depends on BACWA and its member organizations working collaboratively with the AIR DISTRICT to identify and address any technical issues in a productive and expeditious manner that prioritizes legal compliance. BACWA acknowledges the AIR DISTRICT's sole authority and responsibility to interpret applicable AIR DISTRICT regulatory requirements and to resolve legal or policy questions.
- c. The parties acknowledge that progress on certain activities may depend on actions, input, or reviews performed by third parties, including members of the public and other responsible public agencies.
- d. Activities performed by the EPM(s) are subject to staff availability, workload demands, and competing AIR DISTRICT program priorities.

Delays or adjustments resulting from these dependencies shall not, by themselves, be considered a failure to perform under this MOU.



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COASTAL WATER
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Applying next-generation science to aquatic ecosystems management
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Climate Change Emerging Contaminants
Microbial Water Quality Stormwater BMPs
Regional Monitoring

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HABs modeling tool developed to predict influence of nutrients on when, where toxin-producing events will occur

Posted January 29, 2026

SCCWRP and the University of California, Los Angeles have developed a modeling tool that predicts when and where toxins produced by a common type of marine algal bloom can be expected to occur along the California coast, and how land-based nutrient discharges to Southern California coastal waters are influencing the frequency and extent of these events.

The findings, described in a manuscript [published in January](#) by the journal *Harmful Algae*, involved comparing modeling predictions for domoic acid – a toxin produced by a ubiquitous type of HAB known as *Pseudo-nitzschia* – to field-collected data on when and where toxin-producing blooms actually occurred.

The model predicted that land-based nutrient discharges amplify domoic acid production by a non-trivial amount relative to the natural susceptibility of Southern California coastal waters to these blooms (i.e., as a result of ocean processes like natural coastal upwelling events). Domoic acid produced by the blooms can poison mammals and contaminate commercially important species like Dungeness crab.

The modeling work is helping managers understand to what extent local, land-based sources of nutrients are exacerbating coastal conditions. The model makes use of a coupled physical-biogeochemical ocean model that predicts how land-based discharges affect coastal acidification and hypoxia.

More news related to: [Climate Change](#), [Eutrophication](#), [Harmful Algal Blooms](#), [Ocean Acidification and Hypoxia](#)

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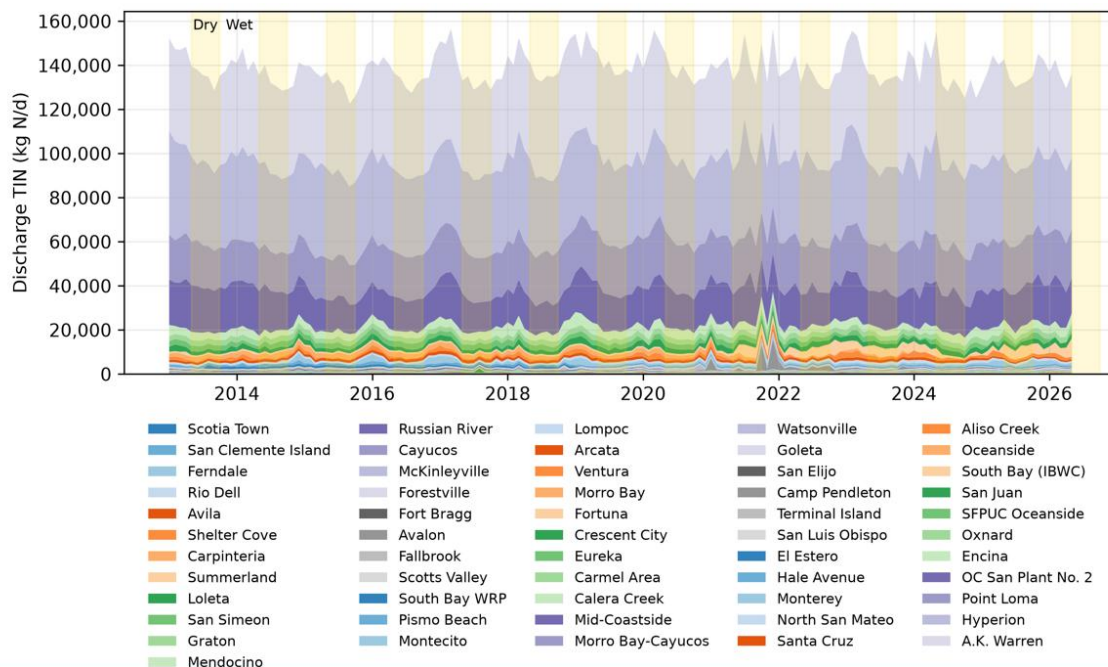
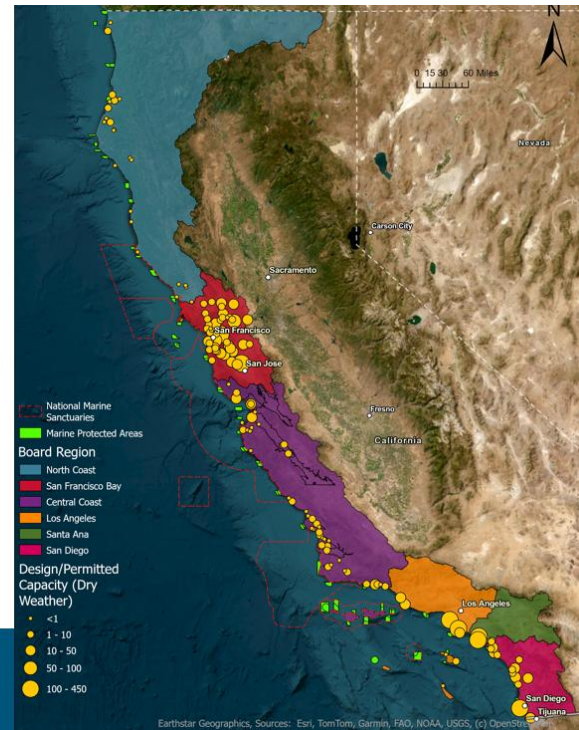
Southern California Coastal Water Research Project
3535 Harbor Blvd.
Suite 110 Costa Mesa, CA 92626
Front desk: 714-755-3200
Email: inquiries@sccwrp.org
[Staff Directory](#)

Meta

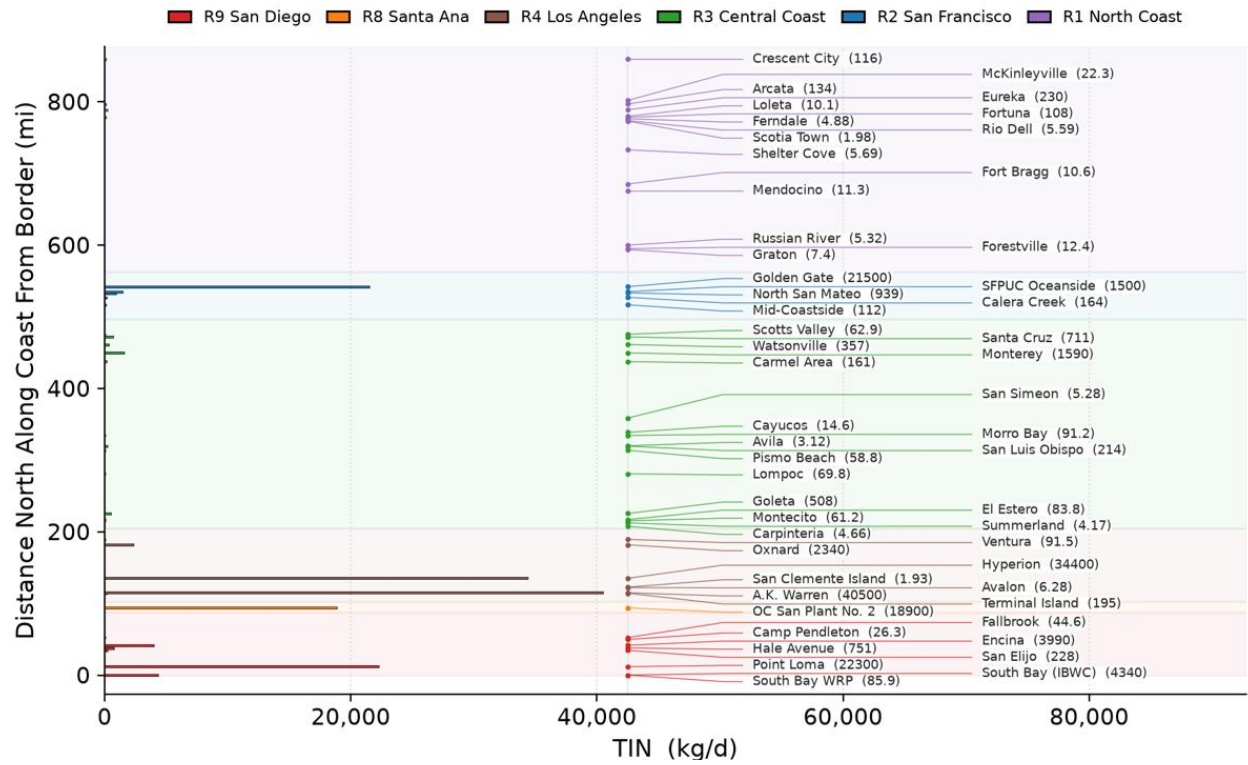
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Coastal Dischargers

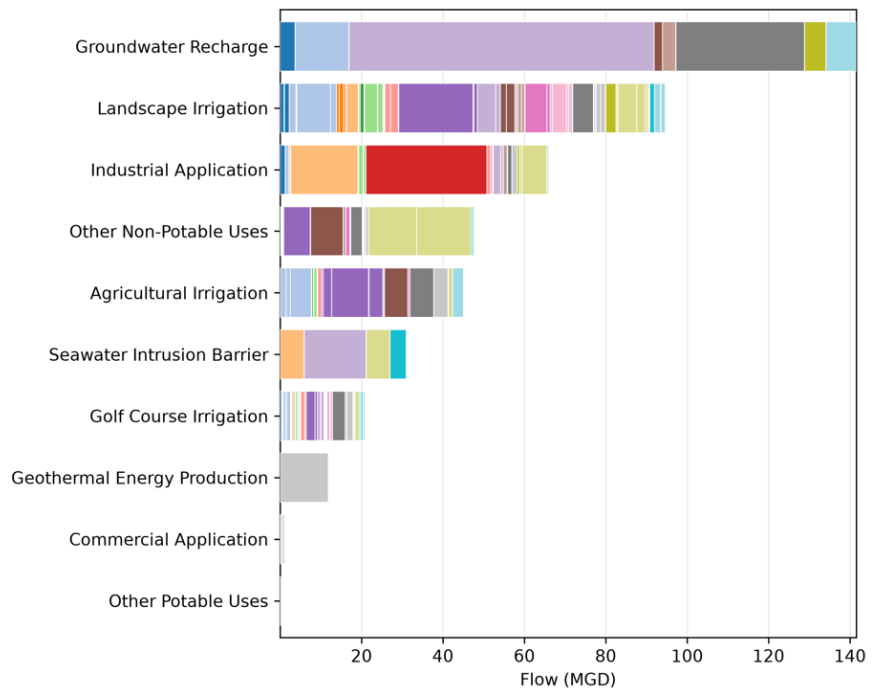
- 138 Treatment Plants
- Some share an outfall.
- 36 don't discharge (~34 MGD of treatment capacity).
- The rest discharge to rivers or the ocean (~2,700 MGD of treatment capacity).



This Plot EXCLUDES TIN leaving the Golden Gate (Approximately 21,000 kg N/d)



Recycled Water Analysis



Trading schedule next steps

Audience	Item/Event	Date	Purpose
BACWA Members	Workshop Summary Email	31-Aug	Program Design
BACWA Members	Workshop Summary Email	15-Sep	Engage BACWA members
BACWA Board	BACWA Board Meeting	18-Sep	Request Formation of WQT Subcommittee
Internal (TFT)	Decision Point for data collection method	21-Sep	TFT Analytics team consideration of best path
BACWA Members	Data Input Opens	25-Sep	Data collection
RWQCB	Draft Framework to RWQCB	1-Oct	Prep for In-person meeting with RWQCB
BACWA Members	Webcast: Framework and RWQCB Affirmation Memo	1-Oct	What do you need from RWQCB for confidence that WQT is real?
RWQCB	Meet with RWQCB (in person)	Early October	Draft Framework Review, Trading Areas, Nutrient Offset Fund
BACWA Members	Data Input Closes	10-Oct	Data collection
Internal (SFEI/TFT)	Water and Economic Models Updated	13-Oct	Inform program design and restrictions
Public	TFT Blog Post	25-Oct	TFT Blog associated with Public Webcast
Public	SFEI Pulse Newsletter Published	10-Oct	WQT program is included
Public	NMS Meeting	16-Oct	Present modeling results
Public	Webcast: Public Update (Bay Area Local)	25-Oct	Public Update - Post to BACWA website. Reg required
BACWA Members	Webcast: V1.1 Modeling Results & Discussion	1-Nov	TFT modeling team explains assumptions and results



AGENDA

BACWA Nutrient Strategy Team Meeting

tbd

Location

or

Join Zoom Meeting

- 1. Introductions and Public Comment**
- 2. Updates**
 - a. Trading Framework Schedule**
 - b. Nutrient Communications**
 - c. CEQA Support for Basin Plan Amendment**
- 3. Compliance Schedule Basin Plan Amendment**
 - a. Review Water Board's proposed language**
 - b. Discuss preferred approach to implementation in permit**
 - i. Individual compliance schedules
 - ii. Revised interim limits
 - iii. Interaction with trading program
 - iv. 2029 and 2034 permits
- 4. Adjourn**



Executive Board Special Meeting

Agenda

SF Bay Regional Water Board /
BACWA Executive Board Joint Meeting
October 26, 2026, 9:00 AM – 12:00 PM

Special Location: **Union Sanitary District**
5072 Benson Rd, Union City, CA 94587

1. Roll Call and Introductions – 9:00 AM
2. Public Comment – 9:10 AM
3. Discussion Items – See below

Topic	Goal	Time
A. Agency Updates	• Roundtable from BACWA and Water Board	9:15 AM
B. Constituents of Emerging Concern	• BACWA PFAS Phase 3 Study • RMP Special Studies Update	9:30 AM
C. Nutrients - Trading	• tbd	9:40 AM
D. Nutrients - Basin Plan Amendment for Compliance Schedule Policy	• CEQA Substitute Environmental Document Update from WB • Basin Plan Language – next steps • Permit implementation of Basin Plan Amendment	9:50 AM
E. Nutrients - Reporting	• Current status of nutrient projects • Next steps for Regional Plan	10:25 AM
H. Next meeting	• TBD • All day meeting in lieu of Pardee?	10:45 AM

4. Tour – 10:50 AM

Memorandum of Agreement

This Memorandum of Agreement (“Agreement”), dated as of _____ (“Effective Date”) is by and between the University of California San Diego Center for Western Weather and Water Extremes (“CW3E”), the Bay Area Clean Water Agencies (“BACWA”), the Sonoma County Water Agency (“Sonoma Water”), the San Francisco Public Utilities Commission (“SFPUC”), the Santa Clara Valley Water District (“SCVWD”), the East Bay Dischargers Authority (“EBDA”), the Central Contra Costa Sanitary District (“CCCSD”), the Alameda County Water District (“ACWD”), the Alameda County Flood Control and Water Conservation District (“ACFCWCD”), the Contra Costa County Flood Control and Water Conservation District (“CCCFCWCD”), Zone 7 Water Agency (“Zone 7”), and West County Wastewater (“WCW”).

RECITALS

Whereas, the Advanced Quantitative Precipitation Information (“AQPI”) program has installed a network of strategically located X- and C-band radars across the Greater San Francisco Bay Area; and

Whereas, the radars complement the existing National Weather Service (NWS) S-band network by filling horizontal and vertical gaps in coverage, and by operating at a very high spatial and temporal resolution, providing more detailed rainfall information across the region; and

Whereas, the AQPI program was funded by a grant from the California Department of Water Resources (“DWR”) to Sonoma Water which implemented the program with the support of local sponsors; and

Whereas, Sonoma Water has ongoing obligations pursuant to the grant from DWR to, among other things, operate and maintain the AQPI program for its useful life; and

Whereas, Sonoma Water desires to contract with CW3E to fulfill its obligations to DWR, including operating and maintaining the AQPI program; and

Whereas, the AQPI project utilizes financial support from local sponsors to ensure ongoing operation and maintenance of the radar network, as well as further program enhancements; and

Whereas, AQPI radar operations and maintenance will be subcontracted to Colorado State University’s Cooperative Institute for Research in the Atmosphere (“CSU/CIRA”), who has been the program’s longtime partner in developing the radar network; and

Whereas, the AQPI program enhancements will be performed primarily through CW3E’s research and operational capability, leveraging other support where possible, and the enhancements will include, but are not limited to, improvements in quantitative precipitation estimates (“QPE”), quantitative precipitation forecasts (“QPF”), data services (display and delivery), and data integration services; and

Whereas, the parties to this Agreement desire to formalize the ongoing financial and technical support for operations, maintenance, and enhancements to the AQPI program.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants contained herein, the parties hereto agree as follows:

AGREEMENT

1. The Recitals stated above are true and correct.
2. Purpose: The purpose of this Agreement is to describe the project scope, local sponsors, associated costs, responsibilities of each party, and governance of the 5-year term to support the AQPI program. The AQPI system was initially funded through a \$19.8M grant from DWR in 2016 and has since been managed by Sonoma Water, the grant recipient, with guidance from a Local Partner Agency Committee (“LPAC”). At the request of the LPAC, AQPI will be managed by CW3E because the grant expired on March 31, 2026, although some grant requirements survive expiration of the grant.
3. Definitions:
 - 3.1. Local Sponsor: The following agencies are herein defined collectively as “Local Sponsors” and singularly as a “Local Sponsor”: Sonoma County Water Agency, San Francisco Public Utilities Commission, Santa Clara Valley Water District, East Bay Dischargers Authority, Central Contra Costa Sanitary District, Alameda County Water District, Alameda County Flood Control and Water Conservation District, Contra Costa County Flood Control and Water Conservation District, Zone 7 Water Agency, and West County Wastewater.
 - 3.2. Local Sponsors Advisory Board: The Local Sponsors Advisory Board is an advisory body comprised of one (1) member from each of the Local Sponsors; and one (1) member from the County of Santa Cruz.¹
4. CW3E’s Responsibilities:
 - 4.1. DWR Grant Agreement: CW3E shall assume from Sonoma Water and shall comply with all ongoing grant conditions contained in the Grant Agreement between DWR and Sonoma Water, attached as Exhibit A and incorporated herein.
 - 4.2. Operations and Maintenance: CW3E shall operate and maintain the AQPI system in good repair for the useful life of the radars (including necessary hardware,

¹ The County of Santa Cruz funded and procured an X-band radar separately from the AQPI program, which is functionally a part of the AQPI network. The County of Santa Cruz is not party to this Agreement but does fund operations and maintenance of its radar directly with CSU/CIRA. In considering the importance of the Santa Cruz X-band radar to the overall cohesiveness of the network, and its funded O&M status, it is agreed that the County of Santa Cruz may participate in the Local Sponsors Advisory Board.

software, communications technology, travel, and staff time). It is understood and agreed between Sonoma Water and CW3E that AQPI radar operations and maintenance will be subcontracted to Colorado State University's Cooperative Institute for Research in the Atmosphere CSU/CIRA.

4.2.1. Exclusions:

4.2.1.1. CW3E is not responsible for operations and maintenance of rain gauges installed by the National Oceanic and Atmospheric Administration ("NOAA") through the 2016 DWR-funded grant.

4.2.1.2. CW3E is neither responsible for repairs in the unlikely event of catastrophic damage to a radar, nor for the cost of any heavy equipment required to make repairs, restore access to a radar. In these events, the Local Sponsors must determine whether or not to repair and how to share costs.

4.3. Program Manager: CW3E shall employ an AQPI Program Manager to manage the AQPI program, ensuring ongoing radar operations and delivering program enhancements as described in this Agreement. CW3E will contract with CSU/CIRA to perform radar system operations and maintenance, including all hardware and supplies.

4.4. Annual Reporting: The CW3E Program Manager will be responsible for the annual reporting functions to Local Sponsors detailed below. These are due by Nov 1 for the previous fiscal year (i.e., the FY '26/'27 report will be due by Nov 1, 2027).

4.4.1. An executive-level document that summarizes overall performance of the AQPI system, success in meeting annual short-term objectives, and any major challenges encountered;

4.4.2. A presentation providing more details on the items summarized in the executive-level document, followed by discussion and comments by the Local Sponsor Advisory Board; and

4.4.3. Documentation and accounting of financials.

4.5. Long Term Program Enhancements:

4.5.1. Quantitative Precipitation Estimates: CW3E shall develop for the Local Sponsors highly accurate QPEs, provided as gridded data at high spatiotemporal resolution, are a core component of the AQPI program. These are produced by generating a radar reflectivity mosaic, which incorporates data from AQPI and NWS radars, and then estimating rain rates. One key element of CW3E's QPE efforts will be development of a

gauge-adjusted radar rainfall (“GARR”) product, which is a standard method for using gauges to improve spatially continuous radar estimates. AQPI Local Sponsors are encouraged to provide access to reliable real time ground-based rainfall data for the calibration of QPE and production of reliable GARR products.

4.5.2. Quantitative Precipitation Forecasts: AQPI Local Sponsors rely on skillful QPF forecasts, both for short-term operations and longer-term planning. In the short-term (1-hour forecast), AQPI uses a very skillful “nowcast” – a modeled extrapolation of the current radar reflectivity and rain rate mosaics – to produce an accurate forecast. Currently, the nowcast for rain rates is under development pending incorporation of C-band radar into the reflectivity mosaic. Following that step, the nowcast duration will be extended from 1 to 3 or 6 hours. In the longer-term, CW3E staff experience with QPF products will be leveraged to provide the best available data in formats ready to be used by Local Sponsors. Additionally, CW3E currently runs a forecast model customized for U.S. West Coast precipitation (West-WRF, Delle Monache et al. 2025), and has developed the capacity to do this experimentally at 1-km and 15-min resolution (a very high level of spatial and temporal detail; see Figure 2) across the AQPI region. This project funding will, while also leveraging other programs, operationally support this localized version of West-WRF during the wet season, as well as demonstration of a 10-member ensemble for this product, and further QPF modeling advances.

4.5.3. Data Services (Display and Delivery): One critical aspect of AQPI is the rapid and reliable delivery of real-time information to users. This is done primarily through the AQPI User Interface, which currently provides observational and forecast data visualization, as well as data delivery for QPE and QPF (currently via web-based csv files). CW3E will maintain reliability of service for the User Interface, add new visualization features and functionality, develop more sophisticated, yet easy-to-use methods of data delivery, as well as develop frameworks to further support specific user customization of AQPI data streams and services.

4.5.4. Data Integration Services: In addition to providing AQPI data streams, CW3E will provide data integration services to Local Sponsors. This broadly encompasses:

4.5.4.1. Training on features and functionality of the AQPI User Interface;

4.5.4.2. Interpretation, uses, and best practices regarding AQPI data streams;

4.5.4.3. Limited customization of data formats to facilitate integration into Local Sponsor operations; and

4.5.4.4. Generalized customer support and responsiveness.

4.6. Specific Objectives in Year 1 (1 Oct 2026 – 30 Sep 2027):

- 4.6.1. Continue to support ongoing radar operations through agreement with CSU/CIRA;
- 4.6.2. Develop a long-term strategy for systematic improvement of QPE estimates;
- 4.6.3. Produce operational (i.e., routine) 1-km West-WRF runs across the Greater San Francisco Bay Area during the wet season (Nov-Mar);
- 4.6.4. Demonstrate ability to experimentally produce a 10-member ensemble of the 1-km West-WRF runs across the Greater San Francisco Bay Area during the wet season (Nov-Mar);
- 4.6.5. Improve a “seamless” point-based precipitation time series that incorporates radar-based observations, a short-term forecast based on the CSU/CIRA Nowcast, and a long-term forecast based on the NWS National Blend of Models (NBM); and
- 4.6.6. Demonstrate a prototype gauge-adjusted radar rainfall (GARR) product that incorporates AQPI radar data.

4.7. Annual Spend Plan Modifications: As part of this agreement, the CW3E Program Manager will perform the following tasks annually:

- 4.7.1. Review the current year’s goals, alignment with long-term enhancements, spend plan, and highlight any proposed changes for the following year(s);
- 4.7.2. Solicit and consider input on the above-listed items from the Local Sponsors;
- 4.7.3. Finalize the following year’s goals, alignment with long-term enhancements, and spend plan; and
- 4.7.4. A summary of this annual review process will be provided to the Local Sponsors as part of the annual reporting described in Section 4.4. This structure provides both accountability to the Local Sponsors and flexibility in pursuing short-term goals associated with program enhancements. For example, Local Sponsors may advocate for more spending on QPF, or an enhancement not currently listed, which could be offset by less spending elsewhere. The CW3E Program Manager will strive for overall long-term

consistency in meeting objectives while using this agility to manage changing priorities.

- 4.8. Records Maintenance: CW3E shall keep and maintain full and complete documentation and accounting records concerning its responsibilities under this Agreement and shall make such documents and records available to each other Party for inspection at any reasonable time. CW3E shall maintain such records for a period of four (4) years following completion of work hereunder.

5. Sonoma Water's Responsibilities:

- 5.1. Sonoma County Water Agency owns the AQPI radars (except the one owned by the County of Santa Cruz) per the DWR grant. Sonoma Water and CW3E shall explore the possibility to transfer ownership of the AQPI radars to CW3E at a later date, pending approval by DWR.
- 5.2. Sonoma Water shall continue to make the payments on existing leases, utilities, and related expenses that support the AQPI program as described in Exhibit C, "AQPI Leases / Utilities."

6. Local Sponsors' Responsibilities: AQPI is a federal, state, and local partnership that is supported by NOAA (\$0.9M/yr) and the California DWR (\$1M/yr). The local support from this project (\$1M/yr) leverages those funding sources and assumes they will continue unchanged. A 5-year cost projection, Exhibit B, is included as part of this Agreement—these are "not to exceed" amounts. The total yearly projected costs are considered binding (pending annual approval from each Local Sponsor's respective Board) but spend categories can change between years based on one-time expenses and/or other annual spend plan modifications.

- 6.1. Local Sponsor Cost Shares: The Local Sponsors agree to pay to BACWA the following cost shares annually beginning in Year 1, as adjusted by Paragraph 6.2, pending annual approval from each Local Sponsor's respective Board:

6.1.1. Sonoma County Water Agency	\$250,000 ²
6.1.2. San Francisco Public Utilities Commission	\$250,000
6.1.3. Santa Clara Valley Water District	\$150,000
6.1.4. East Bay Dischargers Authority	\$60,000
6.1.5. Central Contra Costa Sanitary District	\$35,000

² Sonoma Water's annual contribution is a combination of direct payment, and other payments made on leases, utilities, and related expenses that support the AQPI program. These expenses are estimated to increase by 4% annually. Actual costs will be tracked annually and settled between CW3E and Sonoma Water.

6.1.6. Alameda County Flood Control and Water Con. Dist.	\$30,000
6.1.7. Contra Costa County Flood Control and Water Con. Dist.	\$30,000
6.1.8. Zone 7 Water Agency	\$30,000
6.1.9. Alameda County Water District	\$25,000
6.1.10. West County Wastewater	\$20,000

6.2. Annual Adjustments for Inflation: This Agreement includes annual adjustments for inflation, which are necessary to preserve project effectiveness over a 5-year time period. The annual adjustment for inflation is 4%/yr, which reflects a combination of CW3E and CSU/CIRA projections for salary increases, CSU projections for radar operations and maintenance cost increases, and the CW3E Program Manager assessment of future lease, utility, and computing cost increases.

6.3. One-Time Expenses: The annual spend plan reflects occasional one-time expenses for items such as new observational equipment, data servers, and data storage. For example, the current data server will need to be replaced, and storage upgraded (estimated at Year 4 or 5) at a cost of ~\$70,000 (2025 dollars). These one-time expenses will alter spend plan allocations in those years, but not the total annual budget, while leveraging other funding sources will enable continuous work towards program goals. The CW3E Program Manager will monitor the need for these one-time expenses, keep Local Sponsors informed, and describe any purchases as part of the annual spend plan modifications.

6.4. Local Sponsor Advisory Board: Each Local Sponsor shall designate one representative to the Local Sponsor Advisory Board.

6.5. Site Access: Local Sponsors shall, where relevant, allow CW3E and/or its agents (e.g., CSU/CIRA) access to radar facilities and locations to perform necessary operations and maintenance. Each Local Sponsor and CW3E will enter into right of entry agreements to allow such access, as needed.

7. BACWA's Responsibilities:

7.1. BACWA shall invoice each Local Sponsor for the Local Sponsor Cost Share as stated in Section 6.1 and, upon receipt, provide the funds received to CW3E after withholding the Administrative Fee described in Paragraph 7.2. BACWA is not liable for any funds not provided by the Local Sponsors.

7.2. Administrative Fee: The administrative costs for BACWA are \$5,000 in Year 1 and increase 4% annually thereafter.

7.2.7.3. Contract with CW3E in a Research Agreement detailing the project Scope of Work, on behalf of, and under the written advisement of the Local Sponsor Advisory Board.

8. Governance:

- 8.1. Decision-Making Responsibility: The CW3E Program Manager has final responsibility for all decisions related to short-term objectives, long-term goals, and annual spend plans, subject to the annual budget as described in Section 4.4. In making these decisions, the CW3E Program Manager seeks input from Local Sponsor Advisory Board, CW3E leadership, CSU/CIRA leadership, and other experts as necessary. Decisions are made with a focus on benefiting the operations of Local Sponsors, whose Boards vote annually on their budget that supports continued cost share for the program.
- 8.2. Local Sponsor Advisory Board: This agreement establishes a Local Sponsor Advisory Board, which supersedes the LPAC and its functions. The Local Sponsor Advisory Board includes one designated representative from each Local Sponsor and a Chair that may be chosen either through consensus or vote. The Local Sponsor Advisory Board Chair is intended to serve a 3-year term. The Local Sponsor Advisory Board may vote to add members from non-sponsor entities if desired, pending CW3E Program Manager approval. The Local Sponsor Advisory Board meets remotely twice per year, in the Spring and Fall, likely April and October.
- 8.2.1. Local Sponsor Advisory Board representatives are responsible for program oversight from their respective organizations' perspectives. They provide recommendations regarding program direction, prioritization, and outcomes to the CW3E Program Manager either 1) indirectly via the Chair, who interfaces routinely with the CW3E Program Manager, or 2) directly, during bi-annual Local Sponsor Advisory Board meetings.
- 8.2.2. The primary function of the LSAB is advisory, but in the event of a vote, weighting will be given proportional to sponsors' financial commitments.
- 8.3. Additional Sponsors: The AQPI Local Sponsors and CW3E Program Manager will work together to develop new cost-sharing sponsors, which will reduce existing Local Sponsors' cost shares. The exact framework by which reductions are made in response to the addition of new sponsors will be assessed by a to-be-determined subcommittee and proposed to the Local Sponsors Advisory Board. It is anticipated that most new sponsors will become party to an updated MOA at the beginning of a new fiscal year, but it is also possible for their participation to begin at other points throughout the year. It is the responsibility of Local Sponsors to identify potential new sponsors and the responsibility of the CW3E Program Manager to advocate for the benefits of AQPI with these entities.

9. Miscellaneous:

- 9.1. Amendments: This agreement may be amended by written agreement of the signatories as needs arise.
- 9.2. Authorization: Each signatory hereby represents and warrants that he or she has the authority to enter into this Agreement.
- 9.3. Term of Agreement: The term of this Agreement shall be from the Effective Date and shall terminate after a period of five (5) years, unless extended in an amendment in writing.
- 9.4. Consent: Wherever in this Agreement the consent or approval of one Party is required to an act of the other party, such consent or approval shall not be unreasonably withheld or delayed.
- 9.5. No Third-Party Beneficiaries: Nothing contained in this Agreement shall be construed to create and the parties do not intend to create any rights in third parties.
- 9.6. Applicable Law and Forum: This Agreement shall be construed and interpreted according to the substantive law of California, regardless of the law of conflicts to the contrary in any jurisdiction. Any action to enforce the terms of this Agreement or for the breach thereof shall be brought and tried in San Diego or the forum nearest to the city of San Diego, in the County of San Diego.
- 9.7. Captions: The captions in this Agreement are solely for convenience of reference. They are not a part of this Agreement and shall have no effect on its construction or interpretation.
- 9.8. Merger: This writing is intended both as the final expression of the Agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement, pursuant to Code of Civil Procedure Section 1856. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.
- 9.9. Survival of Terms: All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.
- 9.10. Time of Essence: Time is and shall be of the essence of this Agreement and every provision hereof.

9.11. Counterpart; Electronic Signatures: The parties agree that this Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and together which when executed by the requisite parties shall be deemed to be a complete original agreement. Counterparts may be delivered via facsimile, electronic mail (including PDF) or other transmission method, and any counterpart so delivered shall be deemed to have been duly and validly delivered, be valid and effective for all purposes, and shall have the same legal force and effect as an original document. This Agreement, and any counterpart, may be electronically signed by each or any of the parties through the use of any commercially available digital and/or electronic signature software or other electronic signature method in compliance with the U.S. federal ESIGN Act of 2000, California's Uniform Electronic Transactions Act (Cal. Civil Code § 1633.1 et seq.), or other applicable law. By its use of any electronic signature below, the signing party agrees to have conducted this transaction and to execution of this Agreement by electronic means.

9.12. Indemnity: Each Party shall indemnify, defend, protect, hold harmless, and release the other, its officers, agents, and employees, from and against any and all claims, loss, proceedings, damages, causes of action, liability, costs, or expense (including attorneys' fees and witness costs) arising from or in connection with, or caused by any act, omission, or negligence of such indemnifying party or its agents, employees, contractors, subcontractors, or invitees. This indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages or compensation payable to or for the indemnifying party under workers' compensation acts, disability benefit acts, or other employee benefit acts.

9.13. Method and Place of Giving Notice, Submitting Bills and Making Payments: All notices, bills, and payments shall be made in writing and shall be given by personal delivery or by U.S. Mail or courier service. Notices, bills, and payments shall be addressed as follows:

TO: _____:

[Department name, address, and email
Facsimile number may be included]

When a notice, bill or payment is given by a generally recognized overnight courier service, the notice, bill or payment shall be deemed received on the next business day. When a copy of a notice, bill or payment is sent by facsimile or email, the notice, bill or payment shall be deemed received upon transmission as long as (1) the original copy of the notice, bill or payment is promptly deposited in the U.S. mail and postmarked on the date of the facsimile or email (for a

payment, on or before the due date), (2) the sender has a written confirmation of the facsimile transmission or email, and (3) the facsimile or email is transmitted before 5 p.m. (recipient's time). In all other instances, notices, bills and payments shall be effective upon receipt by the recipient. Changes may be made in the names and addresses of the person to whom notices are to be given by giving notice pursuant to this paragraph.

9.14. No Waiver of Breach: The waiver by any Party of any breach of any term or promise contained in this Agreement shall not be deemed to be a waiver of such term or provision or any subsequent breach of the same or any other term or promise contained in this Agreement.

9.15. Construction: To the fullest extent allowed by law, the provisions of this Agreement shall be construed and given effect in a manner that avoids any violation of statute, ordinance, regulation, or law. The Parties covenant and agree that in the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby. Each Party acknowledges that they have each contributed to the making of this Agreement and that, in the event of a dispute over the interpretation of this Agreement, the language of the Agreement will not be construed against one party in favor of the other. Each Party acknowledges that they have each had an adequate opportunity to consult with counsel in the negotiation and preparation of this Agreement.

Signatures

Signed on behalf of The University of California San Diego - Center for Western Weather and Water Extremes

Print Name:

Title:

Address:

Email:

Signature:

Phone:

Date:

Signed on behalf of Bay Area Clean Water Agencies

Print Name:

Title:

Address:

Email:

Phone:

Signature:

Date:

Signed on behalf of Sonoma County Water Agency

Print Name:

Title:

Address:

Email:

Phone:

Signature:

Date:

Signed on behalf of San Francisco Public Utilities Commission

Print Name:

Title:

Address:

Email:

Phone:

Signature:

Date:

Signed on behalf of Santa Clara Valley Water District

Print Name:

Title:

Address:

Email:

Phone:

Signature:

Date:

Signed on behalf of East Bay Dischargers Authority

Print Name:

Title:

Address:

Email:

Phone:

Signature:

Date:

Signed on behalf of Central Contra Costa Sanitary District

Print Name:

Title:

Address:

Email:

Phone:

Signature:

Date:

APPROVED AS TO FORM:

By:

Counsel for Central Contra Costa Sanitary District

Signed on behalf of Alameda County Water District

Print Name:

Title:

Address:

Email:

Phone:

Signature:

Date:

Signed on behalf of Alameda County Flood Control and Water Conservation District

Print Name: David Haubert, President, Board of Supervisors

Title: President, Board of Supervisors

Address:

Email:

Phone:

Signature:

Date:

APPROVED AS TO FORM:

Andrea L. Weddle, Interim County Counsel

By:

Michael E. Profant

Deputy County Counsel

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement.

Signed on behalf of Contra Costa County Flood Control and Water Conservation District

Print Name:

Title:

Address:

Email:

Signature:

Phone:

Date:

Signed on behalf of Zone 7 Water Agency

Print Name:

Title:

Address:

Email:

Signature:

Phone:

Date:

Signed on behalf of West County Wastewater

Print Name:

Title:

Address:

Email:

Signature:

Phone:

Date:

Exhibit A – Local Sponsor Cost-Share Projections

Exhibit B – AQPI Leases and Utilities

DRAFT



B A C W A
BAY AREA
CLEAN WATER
AGENCIES

BACWA EXECUTIVE BOARD ACTION REQUEST

AGENDA NO.: x

MEETING DATE: tbd

TITLE: Request for BACWA Authorization to Establish Advance Quantitative Precipitation Information Project as a Project of Special Benefit.

☐ **RECEIPT**

☐ **DISCUSSION**

☐ **RESOLUTION**

☒ **APPROVAL**

RECOMMENDED ACTION

Authorize services by BACWA staff to administer the Advance Quantitative Precipitation Information (AQPI) Project.

SUMMARY

The Advanced Quantitative Precipitation Information (AQPI) program has installed a network of strategically located X- and C-band radars across the Greater San Francisco Bay Area. These radars complement the existing NEXRAD S-band network by filling horizontal and vertical gaps in coverage, and by operating at a very high spatial and temporal resolution, providing more detailed rainfall information across the region. Several BACWA members are using AQPI data to plan staffing deployment during wet weather events.

These radars, as well as other critical program infrastructure, were funded through a \$19.8M grant from the California Department of Water Resources (DWR) in 2016. A local partner action committee (LPAC) composed of regional stakeholders collectively worked towards this goal, with one partner, Sonoma County Water Agency, as the initial grant recipient and program administrator. In 2020, the LPAC voted that the Center for Western Weather and Water Extremes (CW3E) at UC San Diego (UCSD) and Scripps Institution of Oceanography (SIO) should assume program administration at the conclusion of the DWR grant. As the DWR grant expires, local partners are making a contribution towards the ongoing operation and maintenance of the system, as well as additional program enhancements.

The local partners are the following water and wastewater agencies:

- Sonoma County Water Agency,
- San Francisco Public Utilities Commission,
- Santa Clara Valley Water District,
- East Bay Dischargers Authority,
- Central Contra Costa Sanitary District,
- Alameda County Water District,
- Alameda County Flood Control and Water Conservation District,
- Contra Costa County Flood Control and Water Conservation District,
- Zone 7 Water Agency, and
- West County Wastewater

The project requires an entity to administer the agreement between participating local partners and CW3E. As a regional JPA with experience in administering similar projects of special benefit, and with relatively low administrative costs, BACWA is an ideal partner to provide this support.

BACWA would sign an Memorandum of Agreement (MOA) with CW3E and the Local Partners to carry out a scope of work that will be agreed on between CW3E and the local partners. The MOA duration is five years. Each fiscal year, BACWA would send invoices to the local partners, and remit those funds to CW3E, minus the administrative costs, which are expected to be \$5,000 per year, and increase by 4% each year. The MOA will specify that funds will not be remitted to CW3E until they are received from the local partners.

FISCAL IMPACT

Support for the BACC would be provided under the BACWA JPA which allows payment by others for projects and programs administered by BACWA that benefit only some of the BACWA members. The administrative costs for the BACC program would be fully reimbursed by the BACC participants such that there would be no costs to BACWA.

ALTERNATIVES

1. The alternative is to decline the request to assume administrative support for the program. This is not recommended since the program may flounder without an administrative home. Additionally, the program benefits many BACWA members and its costs are fully reimbursed.

Approved: _____
Amy Chastain, Chair,
BACWA Executive Board

Date:

PRELIMINARY PROGRAM
BACWA ANNUAL TECHNICAL SEMINAR
Thursday October 8 - Friday October 9, 2026
Pardee Meeting Facility

<u>Day</u>	<u>Time</u>	<u>Theme</u>	<u>Topic</u>	<u>Desired Outcomes</u>
Thursday	9:30 AM		Breakfast	
	10:00 AM	Welcome and Introductions	Review Agenda	
	10:15 AM	Financial Review	Budgeting	- Budget and 5-yr plan overview - Revisions for staffing and EPA grant
	11:15 AM	Staffing Update		Allocation of Staffing Resources
	11:40 AM	Revenue Model	BACWA Revenue Overview	- Informational Update - Managing attendance at annual meeting and other events
	12:00 PM		LUNCH BREAK	
	1:00 PM	Updates	Agency Roundtable	What are the top priorities at your facility? What are your questions for other facilities?
	2:00pm	Nutrients	How to tell the nutrient story - Regional Planning and Communications	- Updated cost information - Regional Plan - next steps - Trading opportunities - Ocean Impacts
	4:00 PM		Adjourn for the day	

<u>Day</u>	<u>Time</u>	<u>Theme</u>	<u>Topic</u>	<u>Desired Outcomes</u>
Friday	8:30 AM		Breakfast	
	9:00 AM		Science Program Update	Understanding of projected work for FY27 Feedback on priorities for FY28
	10:45 AM	BREAK		
	11:00 AM		Trading discussion	Next steps on developing a trading program
	12:00 PM	LUNCH BREAK		
	1:00 PM	Strategic Planning	Strategic Planning (or lunch discussion)	What is your vision for wastewater treatment in 20 years? 50 years?
	2:00 PM	Adjournment		



Executive Director's Report to the Board

August 2026

PRACTICE GOOD GOVERNANCE (STRATEGY PLAN GOAL 5)

EXECUTIVE BOARD MEETING AND SUPPORT

- Worked with BACWA staff to plan and manage 8/21 Executive Board meeting
- Conducted the Executive Board agenda review with the BACWA Chair
- Continued to track all action items to completion
- Started planning for Pardee technical seminar

FINANCE:

- Reviewed the monthly BACWA financial reports
- Reviewed and approved invoices

BACWA STAFFING:

- Worked with RGS on information needed for classification and compensation study
- Met with ad hoc Board committee to develop process for decisions and Board approvals
- Discussed legal issues with Board members

COMMITTEES:

- Attended BABC at West County WD (8/10)
- Attended Permits Committee (8/11)
- Attended AIR Committee (8/19)
- Worked with BAWAC leadership to plan joint managers meeting

ADMINISTRATION:

- Planned for and conducted monthly BACWA staff meeting to prepare for the Board Meeting and to coordinate and prioritize activities.
- Signed off on invoices, reviewed correspondence, prepared for upcoming Board meetings, responded to inquiries on BACWA efforts, oversaw and participated in updating of web page and provided general direction to BACWA staff.
- Developed and responded to numerous emails and phone calls as part of the conduct of BACWA business on a day-to-day basis.

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

COMMUNICATIONS

- Worked with Civic Edge to finalize new biosolids page content, circulated social media content for comment
- Attended Exploratorium for Bay Day event (8/1)
- Worked with RPM in the preparation of the monthly BACWA Bulletin.

PROJECTS OF SPECIAL BENEFIT:

- Developed BAR to approve new PSB for BAAD Engineering Program Manager

BACC (BAY AREA CHEMICAL CONSORTIUM)

- Reviewed agenda and participated in annual debrief/planning meeting

BACWWE (BAY AREA COALITION FOR WATER/WASTEWATER EDUCATION)

- Communicated about next steps with BACWWE Director

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

COLLABORATIONS:

- Attended monthly CASA RWG Biosolids and Water Committee meetings
- Attended monthly CASA ACE meetings
- Attended CASA Annual Meeting in Napa and provided BABC update (8/5-8/7)
- Met with Air District EPM to discuss process issues
- Worked with Air District to finalize Engineering Program Manager Pilot MOU for the paid phase

REGULATORY:

- Attended CASA Air Toxics meetings
- Participated in CASA Pooled Emissions SC meetings
- Met with BACWA members to plan BAAD Implementation Workgroup meeting
- Attended BAAD Implementation Workgroup meeting (8/17)
- Met with Summit Partners to discuss info request for statewide PFAS strategy
- Met with R2 staff to discuss engagement on regulatory issues
- Met with CASA to discuss SWB triennial review

ASC (AQUATIC SCIENCE CENTER)/SFEI

- Reviewed materials sent via email by ASC interim ED
- Met weekly with recruiter and executive committee on ED recruitment
- Participated in final interview panels for two candidates
- Attended SFEI/ASC Board meeting (8/28)

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:

- Met with TFT to discuss trading program and plan workshop
- Attended TFT trading Webinar (8/18)
- Planned and attended TFT trading workshop (8/31)
- Held several check-in meetings with The Freshwater Trust to continue efforts to establish trading framework
- Reviewed Water Board letter on milestone reporting, worked with CMG and HDR to develop response
- Met with R2 to discuss compliance milestone reporting
- Worked with HDR to update compliance milestone reports, and gained approval of new format from R2
- Attended monthly NMS PSC meetings
- Reviewed Pulse of the Bay text and provided graphics
- Participated in MAG meeting (8/27)
- Provided information to AECOM to support BPA CEQA Analysis
- Met with Water Board staff to discuss compliance schedule basin plan amendment

RMP:

- Reviewed RMP materials
- Reviewed draft literature review on CEC removal by NDN technology

CALIFORNIA WATER MONITORING COUNCIL

- Discussed subsequent CWQMC meeting with director
- Attended CWQMC meeting (8/27)

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

MULTIBENEFIT PROGRAM ADVOCACY

- Planned next TRUW meeting

REGIONAL SOLUTIONS (EPA GRANT)

- Developed draft RFP for program management support and subawardee agreement
- Met with EPA staff to discuss contracting issues
- Worked with SFEP to discuss admin/project management support



Board Calendar

Oct 2026 thru Jan 2027

DATE

*October 8 & 9
Pardee Technical Seminar*

*November 13, 2026
SFPUC*

*December 11, 2026
EBMUD Orinda
Holiday Lunch*

*January 22, 2026
Central San*

AGENDA ITEMS

Pardee Reservoir, EBMUD

Approvals & Authorizations:

- FY26 Financial Audit
- Annual Report

Policy / Strategic Discussion:

- Trading update
-

Operational:

- Plan Holiday Lunch
-

Approvals & Authorizations:

-
-

Policy / Strategic Discussion:

- BACWA Committee Update
-

Operational:

- FY28 Budget Schedule
-

Approvals & Authorizations:

- NMS 2nd payment
-

Policy / Strategic Discussion:

-
-

Operational:

- FY28 Budget Schedule
-



BACWA ACTION ITEMS

Number	Item	Task	Responsibility	Deadline	Status
Action Items from August 21 2026 BACWA Executive Board Meeting			resp.	deadline	status
2026.08.48	EPA SF Bay Program Office Nutrient Management Funding Update	BACWA ED to send Word version of RFQ to board members and the list of projects scheduled to be completed in Phase 2	ED	9/16/2026	complete
2026.08.49	Water Board Response to Compliance Milestones Report	Staff will update nutrient points of contact list to include individual EBDA managers.	ED	9/9/2026	complete
2026.08.50	Next meeting with Water Board and September Water Board nutrient overview	BACWA ED to provide comments at the Sept 9 Water Board hearing, highlighting BACWA's commitment to collaboration, history of engagement, and to share the wastewater explainer video	ED	9/9/2026	complete
2026.08.51	Next meeting with Water Board and September Water Board nutrient overview	Consider venues and opportunities for "in-lieu of Pardee" meeting with Water Board.	ED / AED		WIP
2026.08.52	Next meeting with Water Board and September Water Board nutrient overview	BACWA ED to send out a doodle for NST meeting to develop BACWA's strategy for engaging on the implementation of the Compliance Schedule Basin Plan Amendment	ED	9/16/2026	complete
2026.08.53	Trading workshop and webinar series	BACWA ED will send agenda to Board members.	ED	8/30/2026	complete
2026.08.54	Trading workshop and webinar series	BACWA ED will check if TFT is available to participate in a discussion at Pardee.	ED	8/30/2026	complete
2026.08.55	Pardee Technical Meeting - October 8 & 9, 2026 Invitations and Preliminary program	BACWA ED is going to present final agenda at the next meeting.	ED	9/16/2026	complete
Action Items Remaining from Previous BACWA Executive Board Meetings					
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	
2026.02.26	Discussion: Air District Engineering Program Manager beta period MOU	Before signing MOU for next phase, work with Air District and BACWA principals to facilitate ethics and conflict-of-interest r	ED	8/20/2026	Complete
2026.04.36	Incorporation of AQPI as a Project of Special Benefit	BACWA ED to prepare a BAR for June 2026 BACWA Board Meeting to approve AQPI as a new BACWA Project of Special Benefit.	ED	WIP	

FY26: 53 of 55 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