

BOARD OF DIRECTORS MEETING

AGENDA

Monday, May 22, 2017 9:30 AM

Novato City Hall Council Chambers 901 Sherman Avenue, Novato, CA 94945

Members and Consultants unable to attend in person may call in: 1 (602)567-4030 (Local dial in) 1 (888)227-0011 (Toll Free) Access code: 1980 https://conferencing.brwncald.com/conference/1980

- 1. Call to Order (1 minute)
- 2. Roll Call (1 minute)
- 3. Public Comment (3 minutes)

(Any member of the public may address the Board at the commencement of the meeting on any matter within the jurisdiction of the Board. This should not relate to any item on the agenda. It is the policy of the Authority that each person addressing the Board limit their presentation to three minutes. Non-English speakers using a translator will have a time limit of six minutes. Any member of the public desiring to provide comments to the Board on an agenda item should do so at the time the item is considered. It is the policy of the Authority that oral comments be limited to three minutes per individual or ten minutes for an organization. Speaker's cards will be available in the Boardroom and are to be completed prior to speaking.)

4. Introductions (2 minutes)

Action
Pages 5 – 8

5. Board Meeting Minutes of March 27, 2017 (2 minutes)

(The Board will consider approving the minutes from the March 27, 2107 Board meeting.)

Information and Discussion Pages 11 – 18 Page 19

6. Report from the Chair (10 minutes)

(The Chair will report on the following items.)

- 6.a Consultant Progress Reports
- 6.b Financial Reports

North Bay Water Reuse Authority • c/o Sonoma County Water Agency, 404 Aviation Boulevard, Santa Rosa, CA 95403 707-235-8965 • NBWRA.org

Information and 7. Discussion

7. Board Information Requests (2 minutes)

(The Board will be provided with a brief update on their information requests.)

Action Pages 23 – 26

8. Proposed FY2017/18 Title XVI Program Budget (10 minutes)

(The Board will consider approving the FY2017/18 Title XVI Program Budget.)

Discussion Pages 27 – 104

9. Proposed Revisions to the Memorandum of Understanding (20 minutes)

(The Board will review proposed revisions to the Memorandum of Understanding.)

Information Pages 105 – 116

10. Program Development, Federal, and State Advocacy Update (15 minutes)

(The Board will be updated on Program Development, Federal and State Advocacy activities.)

Information Pages 117 – 122

11. Engineering, Environmental, and Public Involvement Services Report (10 minutes)

(The Board will be updated on Engineering, Environmental, and Public Involvement Services activities)

Information and Discussion Pages 123 – 128

12. New Water Management Program (15 minutes)

(The Board will be updated on and discuss a proposed New Water Management Program.)

Discussion Page 129 – 130

13. Items for Future Discussion and Action (5 minutes)

(The Board will consider items for future discussion and action.)

Information Page 131

14. Comments from Chair and Board Members (5 minutes)

(The Chair and Board members may make brief announcements or reports on his or her own activities, pose questions for clarification, and/or request that items be placed on a future agenda. Except as authorized by law, no other discussion or action may be taken.)

Page 132

15. Adjournment (1 minute)

Next Board Meeting Monday, July 24, 2017, 9:30 A. M., Novato City Hall

(In compliance with the Americans with Disabilities Act of 1990, if you need special assistance to participate in a Board meeting, or you need a copy of the agenda, or the agenda packet, in an appropriate alternative format, please contact the Program Manager at (510) 410-5923. Notification of at least 48 hours prior to the meeting or time when services are needed will assist in assuring that reasonable arrangements can be made to provide accessibility to the meeting or service. A copy of all the documents constituting the agenda packet is available for public inspection prior to the meeting at 404 Aviation Boulevard, Santa Rosa, CA 95403. Any person may request that a copy of the agenda or the agenda packet be mailed to them for a fee of \$.10 per page plus actual mailing costs. If you wish to request such a mailing, please contact Chuck Weir, Weir Technical Services, 3026 Ferndale Court, Pleasanton, CA 94588, 510-410-5923, chuckweir@sbcglobal.net. The agenda for each meeting is also available on-line at www.nbwra.org and will be available at the meeting.)



NBWRA Board Meeting

May 22, 2017



Today's Agenda

Items 1-5: Meeting Business

Item 6: Report from the Chair

Item 7: Board Information Requests

Item 8: Proposed 2017/18 Title XVI Program Budget

Item 9: Proposed MOU Revisions

Item 10: Program Development, Federal and State Advocacy

Item 11: Engineering, Environmental Services and Public Outreach

♦ Item 12: New Water Management Program

Item 13: Items for Future Discussion and Action

Item 14: Comments from Chair and Board Members

Item 15: Adjourn

North Bay Water Reuse Authority Board of Directors Meeting Minutes March 27, 2017

1. Call to Order

Chair Rabbitt called the meeting to order at 9:45 a.m. on Monday, March 27, 2017. Consultants and others who were unable to attend participated via telephone, 1 (602) 567-4030, access code 2231; and the internet at: https://conferencing.brwncald.com/conference/2231

2. Roll Call

PRESENT: David Rabbitt, Chair Sonoma County Water Agency

Bill Long, Vice Chair Novato Sanitary District

Rabi Elias Las Gallinas Valley Sanitary District Jack Gibson Marin Municipal Water District

David Glass City of Petaluma

Susan Gorin Sonoma Valley County Sanitation District

Steve Hartwig City of American Canyon

Belia Ramos Napa County

John Schoonover North Marin Water District
Jill Techel Napa Sanitation District

ABSENT: Marin County

OTHERS

PRESENT: Chuck Weir, Program Manager Weir Technical Services

Jack BakerNorth Marin Water DistrictKevin BookerSonoma County Water Agency

Ginger Bryant Bryant & Associates

Anne Crealock Sonoma County Water Agency
Grant Davis Sonoma County Water Agency
Brad Elliott Sonoma County Water Agency

Rene Guillen Brown and Caldwell
Tim Healy Napa Sanitation District

Pam Jeane Sonoma Valley County Sanitation District

Sandeep Karkal Novato Sanitary District

Susan McGuire Las Gallinas Valley Sanitary District

Drew McIntyre North Marin Water District

Mark Millan Data Instincts
Phil Miller Napa County

Jim O'Toole ESA

Pilar Oñate-Quintana The Oñate Group (by phone)

Larry Russell Marin Municipal Water District (by phone)

Dan St. John City of Petaluma
Mike Savage Brown and Caldwell

Brad Sherwood Sonoma County Water Agency

Jake Spaulding

Paul Sellier

Marin Municipal Water District

Marin Municipal Water District

Dawn Taffler Kennedy Jenks Consultants (by phone)

Jeff Tucker Napa Sanitation District Rocky Vogler North Marin Water District

Leah Walker City of Petaluma

3. Public Comments

There were no comments from the public

4. Introductions

For the benefit of new Director Belia Ramos, Napa County, Board members introduced themselves.

5. Board Meeting Minutes of December 19, 2016 and January 23, 2017.

A motion by Director Schoonover, seconded by Director Techel, to approve the minutes of the December 19, 2016 and January 23, 2017 meetings was unanimously passed with director Ramos abstaining.

6. Election of Officers

A motion by director Long, seconded by Director Glass, to nominate David Rabbitt as Chair and Jill Techel as Vice Chair for 2017 was passed unanimously.

7. Report from the Chair

a. Consultant Progress Reports

The Board reviewed the consultant progress reports for January and February 2017.

b. Financial Reports

The Board reviewed the Financial Reports for the period ending February 28, 2017.

8. Board Information Requests

Chair Rabbitt provided an update to the Membership Brochure development. The brochure will include: program information, costs on general membership and study and project funding. Its status is pending a resolution on Phase 2 participation and budget issues.

9. Approval of City of American Canyon as a Title XVI Phase 2 Member Agency

Chair Rabbitt summarized City of American Canyon's request to become a Title XVI Phase 2 Member Agency. On February 21, 2017 the City Council agreed to participate in Phase 2 for FY2016/17. A motion by Director Ramos, Seconded by Director Techel to approve City of American Canyon as a Title XVI Phase 2 member was unanimously approved.

10. FY2016/17 Budget – Amend to Include New Member Projects

The FY2016/17 Budget has been modified to include projects for City of American Canyon and Marin Municipal Water District. This includes an increase in costs for engineering to modify the Phase 2 Feasibility Study and a redistribution of cost sharing based on two additional agencies. A motion by director Glass, seconded by Director Gorin, to approve an amendment to the FY2016/17 Budget was unanimously approved.

11. Consideration of Approval of the Phase 1 reconciliation and Reassessment

Jake Spaulding summarized the changes in assessments for Phase 1 based on redistribution of federal funds for project support. A motion by Director Long, seconded by Director Gorin, to approve the Phase 1 Reconciliation and Reassessment was unanimously approved.

12. Program Development, Federal, and State Advocacy Update

Ginger Bryant provided a summary of Program Development and Federal Advocacy, including funding for Title XVI, Title XVI Phase 2 authorization, Title XVI Phase 2 construction grants and NBWRA activities to support Title XVI. She also discussed proposed reductions for the Department of Interior and EPA in the President's FY18/19 budget. She also provided a summary of recent meetings in Washington D.C.

Pilar Oñate-Quintana provided a summary of State Advocacy activities. There are two \$3 billion bonds in the Legislature. One is parks focused and the other is a parks/water hybrid that included \$25 million for recycled water. She discussed efforts by the governor's office to develop long-term statewide water conservation plans and mandates. She has been working with ACWA and WateReuse to develop legislative language to recycled water separately from conservation mandates on potable water. She also discussed AB574 (Quirk) which is intended to better define recycled water use. Lastly she summarized NBWRA Day in Sacramento on March 22, 2017.

13. Engineering, Environmental, and Public Involvement Services Report

Mike Savage discussed the status of the Feasibility Study and which sections would be revised based on the addition of projects for City of American Canyon and Marin Municipal Water District. The next section to be drafted is the Financial Capability section. He also discussed the schedule. Jim O'Toole provided an update on the EIR/EIS process and schedule, with a goal of having the Record of Decision issued by July 2018. Mark Millan summarized outreach activities including assistance with recent trips to Washington D.C. and Sacramento, as well as updates to the brochure and website. There have been major redesigns of the website.

14. Review of NBWRA Title XVI Program Alternatives 1 and 2

Ginger Bryant summarized the differences between Alternatives 1 and 2, including the level of effort for program development, state advocacy, and federal advocacy. She discussed the differences in the budgets for each alternative. Following discussion she requested guidance from the Board for development of the FY2107/18 Budget. Board members all expressed support for Alternative 2, which will be the basis of the FY2017/18 Budget that will be considered at the May 22, 2017 Board meeting. With the program focusing on Title XVI, quarterly meetings will be adequate. Proposed dates for FY17/18 include: July 24, 2017, October 23, 2017, January 22, 2018, and April 23, 2018. Director Gorin noted a potential conflict with the July 24, 2017 meeting. Directors Techel and Glass requested that the Board packets be distributed at least one week before the meetings.

Chair Rabbitt noted that with the approval of new members and finalization of Phase 2's list of projects, that it is time to revise the Memorandum of Understanding (MOU). He directed staff (Weir, Savage, Booker, and Spaulding) to draft revisions for the May 22, 2016 meeting that reflects: completion of Phase 1, addition of new Phase 2 members, and cost sharing for Phase 2.

15. Review of NBWRA Title XVI Program Alternatives 1 and 2

Ginger Bryant discussed the New Water Management Program. The program would be separate from Title XVI activities and would focus on regional water issues such as surface water supplies, storage, groundwater, stormwater, and habitat enhancement. Activities could include similar activities such as Sonoma County Water Agency's (SCWA) efforts on the North Bay Basin Study and Drought Contingency Plans. Efforts to obtain state and federal funding for projects and studies would be key to the program. She further described potential federal and state funding opportunities. Lastly she discussed next steps, including development of a membership brochure, drafting budget and new member materials, and continuing work with SCWA and the Bureau of Reclamation. She noted that additional information will be presented at the May 22, 2017 meeting.

Mike Savage noted that the Drought Contingency Plan application is due April 19, 2017 and that member agencies could participate by providing a list of in-kind services. He will be contacting them soon on this matter.

16. Items for Future Discussion and Action

Items for the next meeting on May 22, 2017 include the following: regular reports, discussion and approval of the FY2017/18 Title XVI Budget, discussion of MOU revisions, and continued discussion on the Water Management Program.

17. Comments from Chair and Board Members

There were no additional comments.

18. Adjournment

Chair Rabbitt adjourned the meeting at 11:41 a.m. The next meeting will be Monday, May 22, 2017 at 9:30 a.m. at Novato City Hall Council Chambers.

Minutes approved by the Board _	
Charles V. Weir Program Manager	

C:\Users\Chuck\Documents\Weir Technical Services\NBWRA\Agendas\2017\2017-03\2017-03-27 NBWRA Board Minutes.docx



Item 6



NBWRA Reports

- See Packet for
 - Consultant Activity Reports
 - Financial Report

10 of 132

North Bay Water Reuse Authority Program Development, Federal and State Advocacy March 2017 Activity Summary's

Bryant & Associates ~ Program Development

- Prepared materials/reviewed with Chair in preparation for March 27 Board meeting
- Attended March 27 Board Meeting in Novato
- Participated in NBWRA Capitol Day
- Briefed Mid-Pacific Regional Director/Title XVI program manager in preparation for Phase
 Feasibility study review and construction grant applications
- Discussed WIIN Act Title XVI authorization implementation with USBR Denver Policy shared outcomes of conversation with Chair and TFG
- Activities in coordination with The Ferguson Group:
 - o Follow up on USBR Washington DC Meetings re Phase 2 Title XVI implementation

The Ferguson Group ~ Federal Advocacy

- Washington, DC North Bay Water Reuse Authority Meetings.—TFG organized and participated in the Washington meetings on March 1st and 2nd. North Bay held meetings with ten different congressional and federal agency offices, including meetings with the Bureau of Reclamation, the Environmental Protection Agency, the Council of Environmental Quality and the Office of Management and Budget. The meetings both on Capitol Hill and with the agencies advanced North Bay's efforts to maximize access to federal assistance.
- 115th Congress and Executive Branch Transition.—TFG worked to continue to keep North Bay aware of the many changes in priorities in Congress and the new, incoming Trump Administration. Many of the key positions in the new administration remained unfilled. Meetings were held with current members of the Trump Administration landing team at the Department of the Interior as well as potential future appointees who will be filling key positions at DOI of interest to North Bay.
- **Drought Legislation.**—TFG continued work on implementation of the federal drought relief legislation adopted as part of the "Water Infrastructure Improvements for the Nation (WIIN) Act" (S. 612). Among other things, the WIIN Act included \$50 million to support the construction of currently unauthorized water reuse and recycling projects, which creates a clear opportunity for funding Phase 2 of the North Bay program. TFG worked with the authors of the WIIN Act Title XVI provisions and others to accelerate appropriations to begin to implement the new Title XVI assistance.
- **Phase 2 Authorization.**—TFG continued work on options to address the Phase 2 authorization ambiguities. Meetings were held with DOI officials as part of the early March North Bay delegation meetings and subsequent meetings were held with key House and Senate offices regarding the various options for advancing Phase 2.
- Fiscal Year 2017 and 2018 Appropriations.—TFG continued to hold meetings with House and Senate staff and Reclamation regarding issues associated with FY 2017 and FY 2018 spending for water reuse/recycling, WaterSMART grants under the Bureau of Reclamation and Trump Administration plans for advancing federal support for non-federal infrastructure, including water resources infrastructure. TFG worked with House and Senate offices to advance consideration for appropriating funds for the new Title XVI provisions of the WIIN Act in the FY 2017 omnibus.
- H.R. 434, the New Water Act, and other Federal Infrastructure Proposals.—TFG continued to
 work with the Office of Rep. Denham to advance the New Water Act, H.R. 434, introduced by
 Rep. Jeff Denham. The bill represents a refinement of the proposals introduced last year

that sought to grant authority to the Secretary of the Interior to set up a loan program for long-term, low interest loans for water infrastructure investments of all kinds. TFG also worked with other offices as well to explore additional proposals for providing needed federal assistance for water infrastructure projects. Meetings were held with Hill offices and the Office of Management and Budget regarding alternative financing approaches.

The Onate Group ~ State Advocacy

- Participated in WateReuse calls/other communications pertaining to WateReuse-sponsored legislation.
- Continued planning, coordination and follow up for NBWRA day meetings on March 22.
- Participated in meetings with NBWRA representatives on March 22. Meetings included all NBWRA area legislators, SWRCB staff, WateReuse director and Governor's office.
- Coordinated AB 574 NBWRA support letter (WateReuse-sponsored bill re: potable reuse).
- Prepared slides for March Board meeting and dialed in to provide update.
- Engaged in various communications with NBWRA staff/consultants re: long-term conservation report/sets of bill language. Also personally reviewed various versions of language.
- Participated in ACWA lobby meetings and legislative committee meeting.
- Participated in WateReuse legislative/regulatory meeting.

North Bay Water Reuse Authority Program Development, Federal and State Advocacy April 2017 Activity Summary's

Bryant & Associates ~ Program Development

- Coordinated with Mid-Pacific Title XVI program manager in preparation for Phase 2 Feasibility study review and construction grant applications
- Coordinated with Pilar Onate-Quintana on State Legislative activities
- Participated in a team 'launch call' regarding EIR/EIS
- Activities in coordination with The Ferguson Group:
 - o Follow up regarding WIIN Act Implementation and Title XVI program funding

The Ferguson Group ~ Federal Advocacy

- WIIN Act Implementation.—TFG continued work on implementation of the federal drought relief legislation adopted as part of the "Water Infrastructure Improvements for the Nation (WIIN) Act" (S. 612). Among other things, the WIIN Act included \$50 million to support the construction of currently unauthorized water reuse and recycling projects, which creates a clear opportunity for funding Phase 2 of the North Bay program. TFG worked with the authors of the WIIN Act Title XVI provisions and others to accelerate appropriations to begin to implement the new Title XVI assistance (see below, FY 2017 & 2018 Appropriations for more details).
- Fiscal Year 2017 and 2018 Appropriations.—TFG continued to hold meetings with House and Senate staff and Reclamation regarding issues associated with FY 2017 and FY 2018 spending for water reuse/recycling, WaterSMART grants under the Bureau of Reclamation and Trump Administration plans for advancing federal support for non-federal infrastructure, including water resources infrastructure. TFG worked with House and Senate offices to advance consideration for appropriating funds for the new Title XVI provisions of the WIIN Act in the FY 2017 omnibus. TFG also worked with House supporters of Title XVI and water reuse/recycling generally, to urge Members to sign a joint letter to the Chairman and Ranking Member of the House and Senate Committees on Appropriations urging funding for WIIN Act implementation in the FY 2017 omnibus appropriations bill. A new short-term continuing resolution was approved on April 28th. Final action on the FY 2017 omnibus is expected on or before May 5th, and we continue to be optimistic that funds will be provided to jumpstart implementation of the WIIN Act authorizations in FY 2017.
- **Phase 2 Authorization.**—TFG continued work on options to address the Phase 2 authorization ambiguities.
- H.R. 434, the New Water Act, and other Federal Infrastructure Proposals.—TFG continued to work with the Office of Rep. Denham to advance the New Water Act, H.R. 434, introduced by Rep. Jeff Denham. The bill represents a refinement of the proposals introduced last year that sought to grant authority to the Secretary of the Interior to set up a loan program for long-term, low interest loans for water infrastructure investments of all kinds. TFG also worked with other offices as well to explore additional proposals for providing needed federal assistance for water infrastructure projects. Meetings were held with Hill offices regarding alternative financing approaches.

The Onate Group ~ State Advocacy

• Provided ongoing updates regarding multiple water conservation bills.

- Participated in monthly government affairs team calls.
- Began discussions with NBWRA staff regarding state board member tours.
- Updated NBWRA legislators regarding conservation issue.
- Participated in ACWA lobby meetings and legislative committee meeting.



AGREEMENT FOR ENGINEERING, ENVIRONMENTAL, AND PUBLIC OUTREACH SERVICES FOR NORTH BAY WATER REUSE AUTHORITY

ACTIVITIES: FEBRUARY 24, 2017 THROUGH MARCH 30, 2017

TASK 1 WORKSHOPS/PUBLIC OUTREACH/MGT

1.1 Workshops

Attend and present at March Board meeting.

1.3 Public Involvement

- Phone calls with project team members for collaboration on preparation of upcoming Board Workshop and Meetings.
- Updating and maintaining relevant program content and news articles on project web site.
- Coordinate contemporary update to NBWRP website.
- Prepared drafts and final layouts for the March 22 SAC Legislative Day.
- Provide project information to Board members as requested.
- Assisted in preparing information for new Water Management Program
- Updating web pages, letterhead, name tags, signage, etc, for new members.
- Review of legislative proposals and Governor's Executive Order in support of Programm Development.

1.4 Administration

Performed project invoicing and developed activities report

TASK 2 TITLE XVI FEASIBILITY STUDY/REPORT

- Additional data collection from Marin MWD and the City of American Canyon for Report Sections 2, 4, and 5.
- Updating all sections of the report to incorporate the addition of Marin MWD and the City of American Canyon

TASK 3 ENVIRONMENTAL EVALUATION

- 3.1 Environmental Constraints Analysis
 - No Activity
- 3.2 Environmental Compliance NEPA/CEQA
 - No Activity

Task 4 Financial Capabilities Determination

No Activity

Task 5 Phase 2 Grant Application and Management

 Review and comments prepared regarding State legislative activities impacting NBWRA Phase 2 agencies

TASK 6 PHASE 1 SERVICES

- **6.1 Program Support and Coordination**
 - No Activity
- **6.2 State Grant Support**
 - Review and comments prepared regarding State legislative activities impacting NBWRA Phase 1 agencies
- **6.3 Federal Grant Support**
 - No Activity

Additional Services

No Activity

Weir Technical Services

Program Management Services for North Bay Water Reuse Authority (FY 2014/2015, FY 2015/2016, FY 2016/2017)

Sonoma County Water Agency Order Number 7630A1

March 2017 Progress Report

2.1 Task 1: Authority Board of Directors (Board) and Technical Advisory Committee (TAC) Meeting Management

- Email review and response with Agency, Board members, and member agencies regarding handling of Form 700s.
- Drafted and distributed minutes from January 23, 2017 meeting. Revised based on comments received.
- Drafted list of agenda topics for March 27, 2017 meeting and sent to Chair for review. Transferred list of topics into regular Word document per Chair's request.
- Finalized Agenda and sent to agencies for Brown Act posting.
- Prepared and distributed March 27, 2017 Board Agenda packet.
- Traveled to and from Pleasanton to Novato to attend March 27, 2017 Board meeting.
- Email communication regarding 2017 meeting schedule.
- Reviewed information regarding NBWRA Day in Sacramento.
- Reviewed updated NBWRA letterhead and transferred list of members to agenda template. Corrected address in Agenda template to match Agency's address.
- Finalized approved minutes from December 19, 2016 and January 23, 2017 meetings, made files ADA compliant, and forwarded to outreach consultant for agenda posting.
- Reviewed news articles from consultant team.
- Updated distribution lists.

2.2 Task 2: Financial Management

• Updated consultant cost summary and reconciled with Agency trust worksheet.

2.3 Task 3: Project Support and Review

• No activity was conducted on this task during the reporting period.

2.4 Task 4: Program Planning

• Prepared and submitted January and February 2017 invoices and updated accounting files.

2.5 Task 5: Governance Issues

• Reviewed letter from City of American Canyon regarding request to become a Member Agency for Phase 2. Reviewed and responded to email from Marin Municipal Water District regarding their membership status for Phase 2.

Weir Technical Services

Program Management Services for North Bay Water Reuse Authority (FY 2014/2015, FY 2015/2016, FY 2016/2017)

Sonoma County Water Agency Order Number 7630A1

April 2017 Progress Report

2.1 Task 1: Authority Board of Directors (Board) and Technical Advisory Committee (TAC) Meeting Management

- Drafted March 27, 2017 Board meeting minutes and distributed for review. Modified minutes based on comments received.
- Participated in Water Bond Coalition conference call.
- Reviewed news articles from consultant team.
- Updated distribution lists.

2.2 Task 2: Financial Management

• No activity was conducted on this task during the reporting period.

2.3 Task 3: Project Support and Review

• No activity was conducted on this task during the reporting period.

2.4 Task 4: Program Planning

• Prepared and submitted March 2017 invoice for Program Management Services and updated accounting files.

2.5 Task 5: Governance Issues

- Reviewed Memorandum of Understanding and made notes of items that needed modification or addition and shared with MOU work group.
- Reviewed notes and suggestions from MOU Work Group.
- Email communication with Chair and Vice Chair regarding scope of MOU modification.
- Prepared redline/strikeout version of updated MOU based on comments received and sent to MOU Work Group. Created spreadsheet for Phase 2 cost sharing to use as an exhibit in the MOU.
- Participated in MOU work group conference call. Revised MOU based on conference call.

North Bay Water Reuse Authority

Consultant Cost Tracking

Fiscal Year 2014/15 through Fiscal Year 2016/17

May 9, 2017

-				FY14/15	FY15/16	FY16/17		Amount	Percent	Approved	Approved	Approved	
Only FY2014/15 and FY2015/16 have been approved	Feb-17	Mar-17	Apr-17	Final	Final	YTD	3 FY Total	Remaining	Remaining	5/19/14	4/27/15	4/25/16	Proposed
Phase 1 Support										FY2014/15	FY2015/16	FY2016/17	3-Year Total
Grant Applications and Management - CDM Smith				20,122	-	-	20,122	49,682	39.75%	125,000	-	-	-
Grant Applications and Management - B&C		1,698		36,495	72,241	7,716	116,452	81,167	41.07%	72,628	77,998	46,993	197,619
Program Development (40% of \$190,200 total) - Bryant	6,959	6,041	6,007	81,743	76,346	62,984	221,074	7,166	3.14%	76,080	76,080	76,080	228,240
Federal Advocacy (30% of \$88,000 total) - TFG sub to Bryant	2,572	2,599	3,353	27,979	32,042	27,625	87,647	39,553	31.10%	26,400	50,400	50,400	127,200
Total Costs for Phase 1 Support	9,531	10,338	9,360	166,340	180,629	98,326	445,295	127,886	23.12%	175,108	204,478	173,473	553,059

Note: CDM Smith had an agreement for \$125,000 that spanned more than one fiscal year and ran through June 30, 2015.

Note: \$24,000 moved from B&C approved FY2015/16 budget and added to TFG (FY16/17 too but not from B&C) per modification to Bryant agreement. Split 30% P1 and 70% P2.

Note: June 2015 also includes a charge from ESA of \$2948.75 for environmental analysis not included in the totals above. It was charged to a previously approved agreement and budget.

Phase 2 Support									FY2014/15	FY2015/16	FY2016/17	3-Year Total	
Program Development (60% of \$190,200 total) - Bryant	10,438	9,062	9,010	112,885	114,519	94,476	321,880	20,480	5.98%	114,120	114,120	114,120	342,360
Federal Advocacy (70% of \$88,000 total) - TFG sub to Bryant	6,001	6,065	7,823	59,228	74,765	63,439	197,432	11,368	5.44%	61,600	85,600	61,600	208,800
Total Costs for Phase 2 Support	16,440	15,126	16,833	172,112	189,284	157,915	519,312	31,848	5.78%	175,720	199,720	175,720	551,160

Note: See note above regarding B&C, Bryant, and TFG.

Phase 2 Feasibility Study - Three Years										FY2014/15	FY2015/16	FY2016/17	3-Year Total
Engineering, Environmental, and Outreach Services - B&C	18,399	66,465		460,660	874,799	344,771	1,680,230	1,114,530	39.88%	823,335	907,636	1,063,789	2,794,760
SCWA Administration, Grants, and EIR/EIS	8,713			32,013	41,447	58,385	131,845	268,155	20.43%	116,836	132,205	150,958	400,000
Total Costs for Study	27,112	66,465	-	492,673	916,245	403,156	1,408,919	1,785,841	58.67%	940,171	1,039,841	1,214,747	3,194,760
Total Costs for Phase 2	43 552	81 592	16 833	664 786	1 105 530	561 072	2 331 387	24 066	1 02%	1.115.891	1.239.561	1.390.467	3.745.920

Joint Use										FY2014/15	FY2015/16	FY2016/17	3-Year Total
Program Management - Weir	720	4,279	3,320	46,917	51,582	35,120	133,619	87,881	39.68%	70,500	75,500	75,500	221,500
State Advocacy - The Onate Group (Sub to Bryant)	3,700	3,700	3,700	36,000	36,000	37,000	109,000	7,400	6.36%	36,000	36,000	44,400	116,400
SCWA Administration	2,034			73,702	152,302	50,194	276,198	128,802	40.97%	135,000	135,000	135,000	405,000
Total Costs for Joint Use	6,454	7,979	7,020	156,619	239,884	122,314	518,817	224,083	42.09%	241,500	246,500	254,900	742,900

Note: Weir costs for July - September, 2014, \$10,650, are under prior agreement through Sept. 30, 2014.

Note: \$8,400 added to State Advocacy for FY16/17.

110tc. \$6,400 udded to oldto / tavoodoy 1011 1 10/17.													
Total Costs										FY2014/15	FY2015/16	FY2016/17	3-Year Total
Weir	720	4,279	3,320	46,917	51,582	35,120	133,619	87,881	39.68%	70,500	75,500	75,500	221,500
Bryant & Associates	29,670	27,467	29,893	308,725	333,672	285,525	927,923	95,077	9.29%	314,200	362,200	346,600	1,023,000
Brown & Caldwell	18,399	68,163	-	494,736	947,040	352,487	1,794,263	1,198,116	40.04%	895,963	985,634	1,110,782	2,992,379
CDM Smith	-	-	-	20,122	-	-	20,122	29,560	23.65%	-	-	-	-
SCWA Administration, Grants, and EIR/EIS	10,747	-	-	105,715	193,749	90,639	390,102	414,898	51.54%	251,836	267,205	285,958	805,000
Total Costs for NBWRA	59,537	99,909	33,213	956,093	1,526,043		2,482,136	1,795,972	35.62%	1,532,499	1,690,539	1,818,840	5,041,879

Note: CDM Smith costs not included in fiscal year totals as they were previously approved in prior fiscal years.

Proposed Title XVI Program Meeting Dates

- Pending approval of the FY 17/18 Title XVI Program Budget, proposed quarterly meeting dates are:
 - August 28, 2017
 - November 27, 2017
 - February 26, 2018
 - May 21, 2018 (Due to Memorial Day holiday)



Board Information Requests

Item 7



Board Information Requests

Standing Item: No Board Information Requests at this Time

22 of 132

Proposed FY 17/18 Title XVI Program Budget

Item 8



Title XVI Program Budget Alternatives

- ◆ Two alternatives for the Title XVI Program budget were presented
- Differences between Alternatives 1 and 2 were presented and included budgets for:
 - Program Manager
 - Engineering, Environmental and Outreach
 - Program Development, State and Federal advocacy
- ◆ The Board provided direction in support for Alternative 2: the Limited Program
- ♦ Alternative 2 is the FY 17/18 Budget that will be considered today

Proposed FY 17/18 Title XVI Program Budget

- ◆ 2-year Contract will be Prepared for Contracting Cost-efficiencies.
 - The proposed FY 18/19 budget (\$595,643) is the same as FY 17/18 budget
 - Each year's budget will be approved annually
 - Phase 1 Members will no longer participate in cost-sharing at the end of FY 18/19

	Program Budget	LGVSD	Napa SD	Novato SD	SVCSD	SCWA	NMWD	Napa County	Petaluma	MMWD	American Canyon
FY17/18	\$595,643	\$19,350	\$76,799	\$76,799	\$76,799	\$76,799	\$19,350	\$19,350	\$76,799	\$76,799	\$76,799
FY 18/19	\$595,643	\$19,350	\$76,799	\$76,799	\$76,799	\$76,799	\$19,350	\$19,350	\$76,799	\$76,799	\$76,799
Total Budget	\$1,191,286	\$38,700	\$153,598	\$153,598	\$153,598	\$153,598	\$38,700	\$38,700	\$153,598	\$153,598	\$153,598

Action: Consider FY17/18 Title XVI Budget and Member Cost-allocation

Total Budget	LGVSD	Napa SD	Novato SD	SVCSD	SCWA	NMWD	Napa County	Petaluma	MMWD	American Canyon
\$595,643	\$19,350	\$76,799	\$76,799	\$76,799	\$76,799	\$19,350	\$19,350	\$76,799	\$76,799	\$76,799

11 26 of 132

Proposed Title XVI Program MOU Revisions

Item 9



MOU Revisions

- Chair directs NBWRA staff to prepare draft revisions to the MOU that reflect:
 - Completion of Phase 1
 - Addition of New Phase 2 Members
 - New structure and cost-share process to implement and complete Phase 2

- Future Actions
 - Draft revisions will be presented at the May 22, 2017 meeting
 - Discussion and approval will be scheduled for the August 28, 2017 meeting

Summary of Recommended MOU Revisions

- Edits to Recitals
 - Better describe types of projects
 - Updates specific to Phase 1
 - Added items specific to Phase 2
- Updated and Added Definitions
 - Changes to update Phase 1 status
 - Added items specific to Phase 2
- Updated and Added Specific Sections
 - Changes to update Phase 1 status
 - Added items Specific to Phase 2

14 **29 of 132**

Summary of Recommended MOU Revisions

- Modifications to Exhibits
 - Exhibit A, Revised to Include City of American Canyon
 - Exhibit B, Updated Cost Sharing for Phase 1 Member Agencies
 - Exhibit C, Updated Federal Funding Received by Phase 1 Member Agencies
 - Exhibit D, Added Cost Sharing for Phase 2 Member Agencies
 - Exhibit E, Added Federal Funding for Phase 2 Member Agencies
- Miscellaneous Edits
 - Minor Edits
 - Renumbering Sections and References

30 of 132

NORTH BAY WATER REUSE AUTHORITY

THIRDFOURTH AMENDED

MEMORANDUM OF UNDERSTANDING

Supersedes

Memorandum of Understanding
First Amended Memorandum of Understanding
Second Amended Memorandum of Understanding
Third Amended Memorandum of Understanding

March 15, 2005 September 24, 2008 November 3, 2010 March 25, 2013

NBWRA ThirdFourth Amended MOU March 8, 2013 May 22, 2017

Table of Contents

Recitals	<u> 5</u>
Memorandum of Understanding	8
1. Definitions	<u>8</u>
MOU	<u>8</u>
NBWRA	8
Board of Directors	9
Technical Advisory Committee	<u>9</u>
Member Agency or Member Agencies	<u> 9</u>
North Bay Region	<u>9</u>
Associate Member	9
Administrative Agency	10
Phase 1 EIR/EIS.	10
Phase 2 EIR/EIS.	10
USBR	10
Phase 1	10
Phase 2	11
Construction Project	11
Phase 1 Costs	11
Phase 2 Costs	11
Joint Use Costs	12
2. Purpose	12
3. Objectives	12
4. Establishment of NBWRA	13
	13
6. Governance	13
7. Board of Directors	13
Membership	13
Voting and Authorization Requirements	14
Quorum	14
Open Meetings	14
Adding Associate Members	14
8. Technical Advisory Committee	14
Purpose	15
Membership	15
Voting and Authorization Requirements	15
Quorum	16
9. Terms of Office.	16
	16
11. Officers of the NBWRA	16
Chair	16
Vice-Chair.	17
12. Administrative Agency	17

NBWRA Third Fourth Amended MOU

March 8, 2013 May 22, 2017

13. Staff and Consultants	<u> 19</u>
14. Sharing of Costs and Resources for Phase 1 Title XVI Program	19
15. Distribution of Phase 1 Funds Received	23
16. Sharing of Costs and Resources for Phase 2	23
17. Distribution of Phase 2 Funds Received	26
18. Initiation of Membership	
19. Termination of Membership	28
Effect of Termination	28
20. Procedures	
21. Meetings	29
22. Reports to Member Agencies	29
23. Offices	29
24. Term	29
25. Disposition of Property and Surplus Funds	29
26. Minutes	
27. Effective Date	30
28. Counterparts	30
Exhibit A	34
Exhibit B	
Exhibit C	
Exhibit D	
Exhibit E	
Recitals	
	7
1. Definitions	
MOU	7
NBWRA	7
Board of Directors	7
Technical Advisory Committee	7
Member Agency or Member Agencies	
North Bay Region	7
North Bay Region Associate Member	8
Administrative Agency	8
EIR/EIS	<u>Q</u>
USBR	<u>Q</u>
Phase 1	<u> </u>
Phase 2	<u>Q</u>
Construction Project	<u>Q</u>
Phase 1 Costs	9
Phase 2 Costs	9
Joint Use Costs.	<u>9</u>
2. Purpose	0
3. Objectives	10
4. Establishment of NBWRA	10

NBWRA Third Fourth Amended MOU

March 8, 2013 May 22, 2017

3. Now KA Membership	 10
6. Governance	11
7. Board of Directors	11
Membership	11
Voting and Authorization Requirements	11
Quorum	12
Open Meetings	12
Adding Associate Members	
8. Technical Advisory Committee	
Purpose	
Membership	
Voting and Authorization Requirements	
Quorum	
	13
	14
11. Officers of the NBWRA	14
Chair	14
Vice Chair	1
12. Administrative Agency	1
13. Staff and Consultants	16
14. Sharing of Costs and Resources	17
15. Distribution of Funds Received	
16. Initiation of Membership	
17. Termination of Membership	
Effect of Termination Effect of Termination	
18. Procedures	
19. Meetings 20. Reports to Member Agencies	23
21. Offices	
22. Term	
24. Minutes	
25. Effective Date	
26. Counterparts	24
Exhibit A	28
Exhibit B	29
Exhibit C	30

NBWRA ThirdFourth Amended MOU

March 8, 2013 May 22, 2017

MEMORANDUM OF UNDERSTANDING

ESTABLISHING THE

NORTH BAY WATER REUSE AUTHORITY

This Memorandum of Understanding ("MOU") establishes the North Bay Water Reuse Authority ("NBWRA") for the purposes described herein. This MOU is made and entered into by and between the parties that are signatories to this MOU. The MOU was first approved March 15, 2005. The first amendment to the MOU was approved September 24, 2008. The second amendment to the MOU was approved November 3, 2010. The third amendment to the MOU was approved March 25, 2013. This is the third fourth amendment of the MOU that originally established the NBWRA. This third fourth amendment to the MOU supersedes all previous versions of the MOU.

Recitals

WHEREAS, each of the parties to this MOU is a local government entity functioning within the North Bay Region, as depicted in **Exhibit A** attached hereto and incorporated by reference; and

WHEREAS, the parties desire to enter into an MOU to explore the feasibility of coordinating interagency efforts to expand the beneficial use of recycled water in the North Bay Region thereby promoting the conservation of limited surface water and groundwater resources; and

NBWRA ThirdFourth Amended MOU

March 8, 2013 May 22, 2017

WHEREAS, the parties do not intend to create a separate public agency pursuant to Government Code §6500 et seq. through this MOU and no provision of this MOU should be so construed; and

WHEREAS, the parties hereto may later explore the feasibility of changing their organizational structure by establishing a Joint Powers Authority in a separate agreement that would advance the purpose and goals of the NBWRA, if construction projects are to be undertaken jointly or if such changes are necessary in order to receive federal or state funds; and

WHEREAS, the parties hereto recognize the value of using common resources effectively; and

WHEREAS, the parties hereto desire to be proactive on regulatory issues affecting the North Bay Region that transcend the traditional political boundaries of the parties; and

WHEREAS, the parties hereto desire to inform communities and the public in the North

Bay Region about the importance of water conservation and the benefits of water reuse and water

use efficiency; and

WHEREAS, the parties hereto wish to coordinate their consideration and review of local, state and federal policies and programs related to the expansion of existing recycled water programs and the development of new recycled water, storage and environmental enhancement programs in the North Bay Region; and

WHEREAS, the parties hereto find that promoting the stewardship of water resources in the North Bay Region is in the public interest and for the common benefit of all within the North Bay Region; and

Comment [C1]: Edited to correspond to Governor's Executive Order Vocabulary.

Comment [C2]: Added to address projects in Phase 2.

March 8, 2013 May 22, 2017

WHEREAS, the parties recognize that there are current and future regulatory requirements which apply to water resources in the North Bay Region affecting one or more of said parties, and that these multiple regulatory requirements may be better addressed on a regional basis, and in a collaborative manner, and the parties wish to investigate more effective ways to share information and coordinate efforts to comply with said regulatory requirements; and

WHEREAS, the parties intend that participation in this MOU be entirely voluntary; and WHEREAS, it is understood that the primary purpose of this MOU is to provide a governance structure, led by a Board of Directors consisting of members of the governing boards from the Member Agencies, for the successful completion of recycled water projects in the North Bay Region; and.

WHEREAS, the parties previously applied for federal funds to assist them with implementing their projects; and

WHEREAS, the parties did receive funding, which is part of a program authorized for construction in PL 111-11 that was signed into law in March 2009. The program can receive appropriations through the United States Bureau of Reclamation's Title XVI program which can include funds from the American Recovery and Reinvestment Act of 2009 and the U.S. Department of Interior, Bureau of Reclamation's Title XVI Program, including the WaterSMART Grant Program; and.

WHEREAS, Phase 1 includes receipt of the full \$25,000,000 federal authorization, and WHEREAS, the parties completed a are currently conducting Scoping Studyies for the addition of potential additional projects that are now part of known as Phase 2; and. The magnitude of Phase 2 projects has not yet been determined, but would be determined by a

March 8, 2013 May 22, 2017

Feasibility Study should the parties choose to conduct one. The results of a Feasibility Study may lead to additional modifications of this MOU.

WHEREAS, the parties are in the process of completing a Feasibility Study for Phase 2 and the projects for Phase 2 have an estimated value of \$75,600,000, which have the potential to receive \$18,900,000 in federal funding; and

WHEREAS, the projects that are part of Phase 1 and Phase 2 receive federal funding from the United States Bureau of Reclamation Title XVI Program and are eligible to receive funding from other federal and state programs; and

WHEREAS, the parties may desire to add other water management programs in addition to water recycling, storage, and environmental enhancement in the future, which may require additional modifications to this MOU; and

WHEREAS, the parties understand that reallocation of costs described herein, can be made with the approval of the parties as provided herein.

NOW, THEREFORE, the parties hereto do hereby enter into this Memorandum of Understanding, as follows:

Memorandum of Understanding

- 1. **Definitions**. As used in this MOU, the following words and phrases shall have the meanings set forth below unless the context clearly indicates otherwise.
 - (a) "MOU" shall mean this third fourth amended Memorandum of Understanding.
 - (b) "NBWRA" shall mean the unincorporated, cooperative group of public agencies organized through this MOU and otherwise referred to as the North Bay Water Reuse Authority.

Comment [C3]: Edited to close out Phase 1.

Comment [C4]: New Recitals added to address Phase 2

March 8, 2013 May 22, 2017

- (c) "Board of Directors" shall mean the governing body composed of members of the governing boards of the Member Agencies established pursuant to this MOU.
- (d) "Technical Advisory Committee" shall mean the administrative body established at the discretion of the Board of Directors pursuant to this MOU.
- (e) "Member Agency" or "Member Agencies" shall mean the local and/or regional public agencies regulated under the Clean Water Act, 33 U.S.C. § 1251 et seq., the federal Safe Drinking Water Act, 42 U.S.C. § 300f et seq., and/or the state Safe Drinking Water Act, Health & Safety Code § 116275 et seq., that operate within or have jurisdiction over any area within the North Bay Region, and that are signatories to this MOU. Member Agencies are entitled to one voting member on the Board of Directors and Technical Advisory Committee as defined herein.
- (f) "North Bay Region" shall mean the four counties identified in the North San Pablo Bay watershed as defined in PL 111-11, Section 9110, Title XVI; 43 U.S.C.390h 34in federal legislation: Marin, Napa, Solano, and Sonoma. Said area is depicted on the map attached hereto and incorporated herein as Exhibit A. Federal and state legislation may provide for additional counties to be considered part of the North Bay Region.
- (g) "Associate Member" shall mean a local and/or regional public agency as described in Section 1(e) or other organizations interested in the Purpose and Objectives of NBWRA.

 Associate Members may not sponsor current projects in Phase 1 or Phase 2 but may partner with Member Agencies. Associate Members are entitled to appoint one non-voting representative to the Board of Directors and to the Technical Advisory Committee. The Board of Directors may assess annual dues of \$5,000 for membership in the NBWRA for

Comment [C5]: Edited to simplify and provide for future legislation.

March 8, 2013 May 22, 2017

Associate Members. Dues shall be used to offset Joint Use Costs for the Member Agencies.

Comment [C6]: Deleted from Phase 1 Section and added here to avoid confusion.

- (h) "Administrative Agency" shall mean that Member Agency authorized pursuant to Section 12 to enter into contracts and perform other administrative functions on behalf of the NBWRA.
- (i) "Phase 1 EIR/EIS" shall mean the Environmental Impact Report/Environmental Impact

 Statement, prepared by Environmental Science Associates, that was certified and or
 approved by the Member Agencies during December 2009 and January 2010 and which
 serves as the basis of the Phase 1 projects to be partially funded by USBR through the

 Title XVI Program.
- Report/Environmental Impact Statement, which will be prepared by Brown and Caldwell, and will be certified and or approved by the Member Agencies by the end of 2018, and which shall serve as the basis of the Phase 2 projects to be partially funded by USBR through the Title XVI Program.
- "USBR" shall mean the United States Bureau of Reclamation.
- (k)(1) "Phase 1" shall mean the projects described as Phase 1 of Alternative 1 of the EIR/EIS. It is understood that minor modifications to said projects may occur as actual design and construction occurs and that the individual agencies are responsible for possible modifications to the requirements of the EIR/EIS. Phase 1 participating Member Agencies include: Las Gallinas Valley Sanitary District, Novato Sanitary District, North

Comment [C7]: Added to accommodate Phase 2.

March 8, 2013 May 22, 2017

Marin Water District, Sonoma Valley County Sanitation District, Sonoma County Water Agency, Napa Sanitation District, and Napa County.

(h)(m) "Phase 2" shall mean the remaining projects defined in the in the Phase 2 EIR/EIS

Alternative 1 that are not included in Phase 1. Phase 2 shall also mean those potential

projects described in the Final Report—Phase 2 Project Definition Scoping Study Report,

prepared by CDM Smith. It is understood that those projects may change through the

completion of the Phase 2 EIR/EIS.a Final Phase 2 Scoping Study and will not be

finalized until a full Feasibility Study is completed. Phase 2 participating Member

Agencies include: Las Gallinas Valley Sanitary District, Novato Sanitary District, Sonoma

Valley County Sanitation District, Sonoma County Water Agency, Napa Sanitation

District, Marin Municipal Water District, and City of Petaluma, and City of American

Canyon.

(m)(n) "Construction Project" shall mean a project described in either the Phase 1

EIR/EIS or the Phase 2 EIR/EIS-should one be completed.

(n)(o) "Phase 1 Costs" shall mean those costs associated with engineering, and environmental analysis, portions of program development, federal advocacy, as well as other costs deemed necessary and approved by the Board, that are associated with the construction of projects described in "Phase 1", above.

(o)(p) "Phase 2 Costs" shall mean those costs associated with efforts to conduct

Sscoping Sstudies, Wworkshops, Ffeasibility Sstudies, engineering, environmental

analysis, specific administrative costs, portions of program development, federal

advocacy, as well as other costs deemed necessary and approved by the Board, that are

Comment [C8]: Revised to accommodate Phase

Comment [C9]: Revised to clarify Phase 1 costs.

Comment [C10]: Section revised to accurately reflect costs for Phase 2.

March 8, 2013 May 22, 2017

associated with the design and construction of or obtaining federal funding for support of said studies for projects as described in "Phase 2", above.

Phase 1 and Phase 2 since they benefit the entire program and not just a particular set of projects. These costs may include but not be limited to program management and program development costs; costs of efforts to obtain federal funding; federal authorization and appropriations; state funding and legislation; program technical support; outreach and community support; and administrative agency management and oversight in support of the program. Joint Use Costs are shared equally by all Phase 1 and Phase 2 Member Agencies.

- 2. Purpose. The purpose of NBWRA is to provide recycled water for agricultural, urban, and environmental uses thereby reducing reliance on local and imported surface water and groundwater supplies and reducing the amount of treated effluent released to San Pablo Bay and its tributaries.
- **3. Objectives**. NBWRA projects will promote the expanded beneficial use of recycled water in the North Bay Region to:
 - (a) Offset urban and agricultural demands on surface water and groundwater supplies;
 - (b) Enhance local and regional ecosystems;
 - (c) Improve local and regional water supply reliability;
 - (d) Maintain and protect public health and safety;
 - (e) Promote sustainable practices;
 - (f) Give top priority to local needs for recycled water, and

Comment [C11]: Revised section to accurately reflect shared costs and to indicate that both Phase 1 and Phase 2 agencies share equally. Once all Phase 1 projects are completed, a Phase 1 agency could drop down to Associate Member and only pay the \$5,000 annual fee.

March 8, 2013 May 22, 2017

- (g) Implement recycled water facilities in an economically viable manner.
- 4. Establishment of the NBWRA. There is hereby established the North Bay Water Reuse Authority ("NBWRA"). The geographic boundaries of the NBWRA shall be the North Bay Region. (See Exhibit A). The NBWRA is an unincorporated association. By entering into this MOU, the parties do not intend to form a Joint Powers Authority pursuant to Government Code §6500 et seq.
- 5. NBWRA Membership. Any local and/or regional public agency regulated under the Clean Water Act, 33 U.S.C. § 1251 et seq., the federal Safe Drinking Water Act, 42 U.S.C. § 300f et seq., and/or the state Safe Drinking Water Act, Health & Safety Code § 116275 et seq., that operates within or has jurisdiction over any area within the North Bay Region may be a Member Agency or Associate Member of the NBWRA. Each Member Agency must be a signatory to this MOU.
- **6. Governance**. NBWRA governance structure shall consist of a Board of Directors. The composition and responsibilities of the Board of Directors is detailed in Section 7.

7. Board of Directors

(a) Membership. The Board of Directors of the NBWRA shall consist of one voting representative from each Member Agency and may include one non-voting representative from each Associate Member. Such representative shall be a member of the governing board of the Member Agency or Associate Member. The Member Agency or Associate Member shall designate one representative and alternate(s) each of whom shall be members of the governing board of the Member Agency or Associate Member. In the event that a Member Agency's governing body representative and alternate(s) are

March 8, 2013 May 22, 2017

unavailable for a particular meeting, the Member Agency's representative on the Technical Advisory Committee may serve as an alternate.

- (b) <u>Voting and Authorization Requirements</u>. Each Member Agency representative on the Board of Directors shall have one vote. Except as set forth in subsections (i) and (iii) below and as otherwise specified herein, the affirmative vote of a majority of the voting members of the Board of Directors is required and is sufficient to approve any item.
 - (i) An affirmative vote representing two-thirds of all Member Agencies shall be required to adopt or modify the budget. The budget may not be increased by more than fifteen percent (15%) annually, without the unanimous approval of the members of the Board of Directors representing all Member Agencies.
 - (ii) Votes to approve the budget may not be unreasonably withheld.
 - (iii) Approval by the governing bodies of two-thirds of all Member Agencies shall be required to modify this MOU.
- (c) Quorum. Representatives or alternates from a majority of the Member Agencies shall constitute a quorum for purposes of transacting business, except that less than a quorum may vote to adjourn a meeting or to set a date for the next meeting.
- (d) <u>Open Meetings</u>. The Board of Directors will comply with the Ralph M. Brown Act in conducting its meetings.
- (e) <u>Adding Associate Members</u>. Representatives of Associate Members may be added to the Board of Directors without modifying this MOU by a majority vote of the Board of Directors.

8. Technical Advisory Committee

March 8, 2013 May 22, 2017

- (a) Purpose. The Board of Directors may create a Technical Advisory Committee as needed for the month-to-month management of budget, schedule, and scopes of work for the NBWRA. Typical duties of a Technical Advisory Committee include recommending contracting for a program manager; working through technical details of work scopes and products; authorizing the administrative agency to enter into, modify, or accept work under any contract that is consistent with the budget approved by the Board of Directors, and reviewing and recommending courses of action to the Board of Directors for their consideration. The Board of Directors may create or dissolve the Technical Advisory Committee at any time for any purpose, and may adopt a set of rules governing the Technical Advisory Committee as it determines necessary to achieve the purpose and objectives stated herein. The Technical Advisory Committee may create subcommittees for specific purposes, including, but not limited to, budget and financial issues, and modification of the MOU.
- (b) Membership. The Technical Advisory Committee shall consist of one representative, not from the governing body, from each Member Agency. Such representative shall be the general manager or a designated staff member of the Member Agency. In the event that the general manager or staff member is unavailable for a meeting, he or she may designate an alternate. Associate Members may appoint a non-voting representative to the Technical Advisory Committee.
- (c) <u>Voting and Authorization Requirements</u>: Each Member Agency representative on the Technical Advisory Committee shall have one vote. An affirmative vote of a majority of

Comment [C12]: Deleted since the TAC ended this several years ago.

March 8, 2013 May 22, 2017

- all voting members of the Technical Advisory Committee is required and sufficient to approve any item.
- (d) Quorum. Representatives or alternates from a majority of the Member Agencies shall constitute a quorum for purposes of transacting business, except that less than a quorum may vote to adjourn a meeting or to set a date for the next meeting.
- 9. Terms of Office. Each representative on the Board of Directors shall serve for as long as he or she is a member of the governing board of his or her Member Agency and is designated by the Member Agency to act as its representative. If at any time a vacancy occurs on the Board of Directors, a replacement shall be appointed by the Member Agency to fill the unexpired term of the previous representative within ninety (90) days of the date that such position becomes vacant.
- 10. Alternates. Alternate representatives to the Board of Directors or its Technical Advisory Committee shall be empowered to cast votes in the absence of the regular representative or, in the event of a conflict of interest preventing the regular representative from voting, to vote because of such a conflict of interest.
- 11. Officers of the NBWRA. The Board of Directors of the NBWRA shall elect a Chair, a Vice-Chair and such other officers annually on the first meeting of the calendar year. The Chair and Vice-Chair shall be selected from among the Member Agency representatives. The Board of Directors may choose to adopt a policy that requires the rotation of the Chair, by Member Agency, on an annual basis. The duties of the Chair and Vice-Chair are as follows:
 - (a) <u>Chair</u>. The Chair shall direct the preparation of agendas, call meetings of the Board of Directors to order and conduct other activities as deemed appropriate by the Board of

March 8, 2013 May 22, 2017

Directors. Any member of the Board of Directors may place an item on the NBWRA agenda.

- (b) <u>Vice-Chair</u>. The Vice-Chair shall serve as the Chair in the absence of the regularly-elected Chair. In the event both the Chair and Vice-Chair are absent from a meeting which would otherwise constitute a quorum and a temporary Chair was not designated by the Chair at the last regular meeting, any voting Board member may call the meeting to order, and a temporary chair may be elected by majority vote to serve until the Chair or Vice-Chair is present.
- 12. Administrative Agency. The Member Agencies hereby designate the Sonoma County Water Agency to act as the Administrative Agency for the purpose of carrying out the provisions of this MOU. The authority delegated herein to the Administrative Agency shall be subject to the restrictions upon the manner of exercising power applicable to the Administrative Agency, including but not limited to the purchasing ordinances and purchasing procedures of the Administrative Agency. Within these limits, the Board of Directors may direct the Administrative Agency's actions with respect to this MOU. The Administrative Agency, for the benefit of the NBWRA Members, shall:
 - (a) Award, execute in its own name, and administer such contracts on behalf of the NBWRA, as may be authorized as set forth in Sections 7 and 8.
 - (b) Through its controller and treasurer, act as the financial officer or functional equivalent and be the depositor and have custody of all money of the NBWRA from whatever source. The Administrative Agency shall draw warrants to pay demands for expenditures authorized by the Board of Directors or by its authorized representative pursuant to any delegation of

March 8, 2013 May 22, 2017

authority authorized by the Board of Directors. The Administrative Agency will strictly account for all NBWRA funds, and will hold the funds in trust in a segregated account.

- (c) Provide budget analyses, warrant lists and other financial documents as required by the Board of Directors. The Administrative Agency's financial activities with regards to the NBWRA shall be subject to an outside audit at any time at the request of the Board of Directors. As a matter of course, the Administrative Agency will provide a separate annual audit of NBWRA funds to the Board of Directors.
- (d) Determine charges to be made against the NBWRA for the Administrative Agency's services. Payment of these charges shall be subject to the approval of the Board of Directors.
- (e) Prepare the reports identified in Section 20 if the Board of Directors has not designated another party or person to complete that task.
- (f) Enter into contracts with values up to \$15,000 without the approval of the Board of Directors or the Technical Advisory Committee, if consistent with the budget approved by the Board of Directors.

The Administrative Agency may resign its position as Administrative Agency upon 120 days written notice to all Member Agencies, and shall, before the effective date of its resignation, transfer all funds held on behalf of the NBWRA to any designated successor Administrative Agency. The Board of Directors may designate a successor Administrative Agency by majority vote. Should no other party be designated to act as Administrative Agency by the effective date of the resignation, the MOU shall terminate and the Administrative Agency shall distribute all property held on behalf of the NBWRA pursuant to Section 23.

March 8, 2013 May 22, 2017

13. Staff and Consultants. Subject to the approval and procedural provisions of Sections 7 and 12, the Administrative Agency may employ or contract for any staff or consultants as may be reasonably necessary to carry out the purposes of this MOU. Such persons may include legal counsel, administrative executives and other types of specialists. If an employee from any Member Agency performs staff or consulting work for the NBWRA, the governing body of that Member Agency may determine the charges to be made against the NBWRA for the services of that employee. Payment of these charges by the Administrative Agency on behalf of the NBWRA shall be subject to the approval of the Board of Directors, which approval shall not be unreasonably withheld.

14. Sharing of Costs and Resources for Phase 1 Title XVI Program

- (a) The Board of Directors may assess annual dues of \$5,000 for membership in the NBWRA for Associate Members. Dues shall be used to offset Joint Use Costs for the Member Agencies.
- (b)(a) The Board of Directors shall assess each Member Agency for costs associated with paying the Administrative Agency, staff or consultants and the funding of approved projects, under agreements approved by the Board of Directors, the Technical Advisory Committee pursuant to Section 8, or the Administrative Agency as provided in Section 12, or as authorized by the budget adopted by the Board of Directors as set forth in Section 7. Further, legal liabilities may arise out of actions of the Member Agencies (including the Administrative Agency) taken pursuant to this MOU. The activities of the NBWRA are part of a regional program that provides benefit to all agencies. Therefore, as described more particularly below, all Member Agencies that participate in Phase 1 construction

Comment [C13]: Revised to accommodate completion of Phase 1 and made specific to Phase 1. Deleted section regarding Associate Member dues and moved to Associate Member section. Added language to account for recent reallocation of costs. Deleted references to Phase 2 since there are new sections for Phase 2.

March 8, 2013 May 22, 2017

projects shall pay a portion of ongoing Phase 1 costs equally and the remaining Phase 1 costs shall be based on approved project costs for Phase 1 of Alternative 1, as described in the certified EIR/EIS or as amended pursuant to Sections 14(e) and 16. The costs and liabilities will be allocated among each of the Member Agencies as follows:

- (i) one quarter (25%) of costs and liabilities shall be allocated equally among each of the Member Agencies; and
- (ii) three quarters (75%) of costs and liabilities shall be allocated among Member Agencies in proportion to the benefit to each Member Agency of participating in the NBWRA, in the form of federal funding that is described in applications for federal funding that have been submitted to the USBR as of April 15, 2010 or as modified pursuant to Sections 14 (e) and 16 herein. The Sonoma County Water Agency shall pay its prorata share of the quarter of costs allocated under subsection (i) above, but shall not pay any costs allocated under subsection (ii), as it does not have any individual projects to be funded.
- (c) The parties hereto agree that the criteria set forth in subsection (b)(ii) produce the allocations listed in **Exhibit B**, attached hereto, and incorporated by reference. The parties agree that **Exhibit B** may be modified pursuant to Sections 14 (e) and 16.
- (d) Member Agencies were afforded the opportunity to receive reimbursement for previously allocated Phase 1 Costs and liabilities that were not based on benefits received during the period from the end of Fiscal Year 2010-2011 back to Fiscal Year 2005-2006 (the "Reimbursement Period"). Reimbursements were equal to (i) the actual costs paid by a Member Agency during the Reimbursement Period minus (ii) the amount of costs that

March 8, 2013 May 22, 2017

were allocated to that Member Agency during the Reimbursement Period if the percentages defined in **Exhibit B** had been in effect. The <u>finalfirst</u> determination of costs and reimbursements subject to this subsection (d) was approved by a majority of the Board of Directors on May 21, 2012. No further or subsequent reimbursement for Phase 1 Costs as described in this section shall be contemplated. The second determination of costs and reimbursements subject to this subsection (d) was approved by a majority of the Board of Directors on May 27, 2017. It is anticipated that a final determination of costs and reimbursements subject to this subsection (d) will be considered at full completion of Phase 1 and after USBR has made all payments for Phase 1 projects.

- (e) Two or more Member Agencies can agree to reallocate project costs for Phase 1 among themselves, as long as the combined total for those agencies before and after reallocation are the same as the combined total for those agencies in the project schedule, subject to the approval of the Board of Directors. Such approval shall not be unreasonably withheld.
- (f) (1) In the case of non-contractual liabilities arising out of the activities of the parties under this MOU, the Member Agencies specifically repudiate the division of liability outlined in Government Code sections 895.2 et seq. and instead agree to share liability based on the relative fault of the parties.
 - (2) Notwithstanding the foregoing paragraph, each Member Agency agrees that it is solely responsible for, and agrees to indemnify and defend the other Member Agencies from and against, any claims, liabilities, or losses relating to or arising out of the design, construction, inspection, operation, or maintenance of its separate project. Each Member Agency agrees that nothing in this MOU shall create, impose, or give rise to any liability,

March 8, 2013 May 22, 2017

- obligation, or duty of the Member Agency to the other Member Agencies or to any third party with respect to the manner in which the Member Agency designs, constructs, inspects, operates, or maintains its separate project.
- (g) A separate agreement between the Administrative Agency and the Member Agencies has been developed based on the requirements of the American Recovery and Reinvestment Act and Title XVI. A similar agreement may be established for Phase 2.
- (h) For those agencies choosing to participate in Phase 2 as defined herein, they shall share equally in all Phase 2 Costs as defined herein. Should member agencies choose to construct projects as part of Phase 2, there will be an opportunity to receive reimbursement for previously allocated costs and liabilities that were not based on benefits received. Said reimbursement shall be calculated in a manner similar to that described in Paragraph (d), above. Expenses for Phase 2 Scoping Studies shall not be eligible for reimbursement.
 - (i) All <u>Phase 1 Member Agencies shall pay an equal share of Joint Use Costs as defined</u> herein.
 - (ii) If a Member Agency that chooses to opt out of Phase 2/other non-Phase 1 tasks then later decides to participate, it will be subject to a buy-in fee approved by the Board of Directors. Said fee may include applicable costs plus interest from the inception of Phase 2/other non-Phase 1 tasks until such time that they decide to participate. Costs shall be based on the approved annual budget. Interest shall be based on the annual change in the Consumer Price Index All Urban Consumers for San Francisco-Oakland-San Jose as determined by the Bureau of Labor Statistics, United States Department of Labor.

March 8, 2013 May 22, 2017

15. Distribution of Phase 1 Funds Received.

- (a) Distribution of funds received from USBR for Phase 1 projects shall be based on the Phase 1 project schedule as described in applications for federal funding submitted to USBR as of April 15, 2010 December 10, 2015 or as modified pursuant to Sections 14 (e) and 1618, herein. Those percentages are based on the \$25,000,000 federal funding authorization for projects totaling \$100,000,000 and are detailed in Exhibit C, attached hereto, and incorporated by reference. The parties agree that Exhibit C may be modified pursuant to Sections 14 (e) and 16. Once a Member Agency has received federal funds for a project, that Member Agency is required to remain a participant in the NBWRA and a signatory to this MOU throughout the term of this MOU as described in Section 22. Should State funding become available to the NBWRA, its distribution shall also be as described in this Section. It is acknowledged that the Member Agencies may receive State funding from programs on an individual basis, and (i) this Section shall not apply to such individual State funding and (ii) the allocations set forth in this Section shall not be affected by the receipt of any State funding.
- (b) Should NBWRA be designated to receive federal funds for Phase 2/other non-Phase 1 tasks, this MOU will be modified accordingly.

16. Sharing of Costs and Resources for Phase 2.

(a) The Board of Directors shall assess each Member Agency for costs associated with paying the Administrative Agency, staff or consultants and the funding of approved projects, under agreements approved by the Board of Directors, the Technical Advisory Committee pursuant to Section 8, or the Administrative **Comment [C14]:** Revised to be specific to Phase 1. Added date for most recent application for federal funding.

Comment [C15]: Paragraph added to Address Phase 2. Much of the language is the same as for Phase 1, but made specific for Phase 2.

March 8, 2013 May 22, 2017

Agency as provided in Section 12, or as authorized by the budget adopted by the Board of Directors as set forth in Section 7. Further, legal liabilities may arise out of actions of the Member Agencies (including the Administrative Agency) taken pursuant to this MOU. The activities of the NBWRA are part of a regional program that provides benefit to all agencies. Therefore, as described more particularly below, all Member Agencies that participate in Phase 2 construction projects shall pay ongoing Phase 2 costs as described herein, or as amended pursuant to Sections 16(c) and 18. The costs and liabilities will be allocated among each of the Phase 2 Member Agencies as follows:

- (i) Feasibility Study Engineering Costs are allocated based on each
 agency's percentage of the number of their projects out of the total
 studied at the feasibility level; and
- (ii) Environmental (EIR/EIS) and Financial Capability Analysis costs are allocated based on each agency's percentage of the total project costs in the Final EIR/EIS for Phase 2; and
- (iii) Joint Use costs are shared equally by all Phase 1 and Phase 2

 Member Agencies.
- (b) The parties hereto agree that the criteria set forth in subsection (a)(i), (a)(ii), and (a)(iii) produce the allocations listed in **Exhibit D**, attached hereto, and incorporated by reference. The parties agree that **Exhibit D** may be modified pursuant to Sections 16 (c) and 18.

March 8, 2013 May 22, 2017

- (c) Two or more Member Agencies can agree to reallocate project costs for Phase 2 among themselves, as long as the combined total for those agencies before and after reallocation are the same as the combined total for those agencies in the project schedule, subject to the approval of the Board of Directors. Such approval shall not be unreasonably withheld.

 If this occurs, Phase 2 Member Agencies agree to reallocate shared costs as described herein, based on the benefits received.
- (d) (1) In the case of non-contractual liabilities arising out of the activities of the parties under this MOU, the Member Agencies specifically repudiate the division of liability outlined in Government Code sections 895.2 *et seq.* and instead agree to share liability based on the relative fault of the parties.
 - (2) Notwithstanding the foregoing paragraph, each Member Agency agrees that it is solely responsible for, and agrees to indemnify and defend the other Member Agencies from and against, any claims, liabilities, or losses relating to or arising out of the design, construction, inspection, operation, or maintenance of its separate project. Each Member Agency agrees that nothing in this MOU shall create, impose, or give rise to any liability, obligation, or duty of the Member Agency to the other Member Agencies or to any third party with respect to the manner in which the Member Agency designs, constructs, inspects, operates, or maintains its separate project.
- (e) For those agencies choosing to participate in Phase 2 as defined herein, they shall share in all Phase 2 Costs as defined herein.
- (i) If a Member Agency that chooses to opt out of Phase 2 tasks then later decides to participate, it will be subject to a buy-in fee approved by the Board of Directors. Said fee

March 8, 2013 May 22, 2017

may include applicable costs plus interest from the inception of Phase 2 tasks until such time that they decide to participate. Costs shall be based on the approved annual budget.

Interest shall be based on the annual change in the Consumer Price Index - All Urban Consumers for San Francisco-Oakland-San Jose as determined by the Bureau of Labor Statistics, United States Department of Labor.

(a) Distribution of funds received from USBR for Phase 2 projects shall be based on the Phase

17. Distribution of Phase 2 Funds Received.

2 project schedule as described in applications for federal funding submitted to USBR or as modified pursuant to Sections 16 (c) and 18, herein. Those percentages are based on the \$18,900,000 federal funding authorization for projects totaling \$75,600,000 and are detailed in **Exhibit E**, attached hereto, and incorporated by reference. The parties agree that **Exhibit E** may be modified pursuant to Sections 16 (c) and 18. Once a Member Agency has received federal funds for a project, that Member Agency is required to remain a participant in the NBWRA and a signatory to this MOU throughout the term of this MOU as described in Section 24. Should State funding become available to the NBWRA, its distribution shall also be as described in this Section. It is acknowledged that the Member Agencies may receive State funding from programs on an individual basis, and (i) this Section shall not apply to such individual State funding and (ii) the allocations

(b) Cost allocations as described in **Exhibits D** and **E** may be revised upon the addition of additional Member Agencies, subject to the approval of a majority of the existing Member Agencies at that time. By virtue of becoming a signatory agency to this MOU pursuant to this

set forth in this Section shall not be affected by the receipt of any State funding.

Comment [C16]: Added section for Phase 2. The language is similar to that for Phase 1, but is specific for Phase 2.

March 8, 2013 May 22, 2017

Section 18, a new Member Agency is subject to all provisions of this MOU, including Section 19 below.

Initiation of Membership. If an eligible agency as defined in Section 5 requests to join the NBWRA as a new Member Agency, the Board of Directors shall establish a membership initiation fee to such agency as a condition of joining the NBWRA. For the purposes of this revision of the MOU, the new Member Agencies shall include Marin Municipal Water District, and City of Petaluma, and City of American Canyon. The purpose of the initiation fee is to allow the Phase 1 Member Agencies to recover a portion of their investment costs in obtaining federal authorization for construction projects. The initiation fee for each new member agency shall be equal to 0.6% of the new Member Agency project costs as determined upon completion of the Phase 2 Scoping Study. The initiation fee shall be paid in a two step process. Step one shall be a payment of \$25,000 by June 30, 2013. Step two shall be a payment of the remaining initiation fee by June 30, 2014 manner approved by the Board of Directors The collected initiation fees shall be distributed to the Phase 1 participating agencies according to the percentages specified in Exhibit B.

Cost allocations as described in **Exhibits B** and **C** may be revised upon the addition of additional Member Agencies, subject to the approval of a majority of the existing Member Agencies at that time. By virtue of becoming a signatory agency to this MOU pursuant to this Section 168, a new Member Agency is subject to all provisions of this MOU, including Section 179 below.

Comment [C17]: Revised to include City of American Canyon. Modified initiation fee to provide flexibility for the Board in determining payment schedule.

March 8, 2013 May 22, 2017

- 197. Termination of Membership. Member Agencies that participate in Phase 1 and have received federal monies for Phase 1 construction projects may not terminate their membership in the NBWRA before the completion of all Phase 1 construction projects or before the termination of this MOU as defined herein, whichever comes first. Member Agencies that participate in Phase 2 and have received federal monies for Phase 2 construction projects may not terminate their membership in the NBWRA before the completion of all Phase 2 construction projects or before the termination of this MOU as defined herein, whichever comes first. Phase 2 participants may voluntarily withdraw from the NBWRA prior to the receipt of federal monies for Phase 2 construction projects.
 - (a) Notwithstanding the above a Member Agency may petition the Board in writing for withdrawal from the NBWRA and may withdraw with the approval of two-thirds of the members of the Board of Directors representing Member Agencies.
 - (b) Effect of Termination. All rights of a Member Agency under this MOU shall cease on the termination of such Member Agency's membership. Termination shall not relieve the Member Agency from any obligation for charges, costs or liabilities incurred or arising from acts or omissions before the date of termination. The terminating Member Agency's responsibility for such charges, costs or liabilities shall be determined in a manner consistent with the allocations set forth in Sections 14 and 16. Likewise, termination shall not preclude the Member Agency from any benefits that fully accrue before the date of termination. However, a resigned or terminated agency has no right to receive a portion of surplus funds at the termination of the NBWRA.

March 8, 2013 May 22, 2017

- 20. Procedures. The Board of Directors may adopt bylaws, rules of conduct for meetings and operating procedures for the NBWRA. To facilitate such efforts, the NBWRA may adopt the administrative procedures and policies of a Member Agency.
- 21. Meetings. The Board of Directors and the Technical Advisory Committee shall provide for meetings, as necessary.
- 22. Reports to Member Agencies. Each year the NBWRA shall submit a written report to the governing body of each of the Member Agencies. This report shall describe the financial activities of the NBWRA during the preceding year.
- 23. Offices. For the purposes of forming the NBWRA and for initial operation, the principal office of the NBWRA shall be located at the Administrative Agency. The Board of Directors may change said principal office from one location to another after providing thirty (30) days notice of such a change. The Chair shall notify each Member Agency in writing of the change.
- **24. Term**. This MOU shall terminate five years from its effective date, unless extended by some or all of the parties. This MOU shall also be terminated if the Administrative Agency has resigned pursuant to Section 12 and no other Member Agency has been designated to act as the Administrative Agency prior to the effective date of the resignation.
- 25. Disposition of Property and Surplus Funds. At the termination of this MOU, any and all property, funds, assets, and interests therein held by the Administrative Agency on behalf of the NBWRA shall become the property of and be distributed to the then-Member Agencies. Money collected from Member Agencies and held in reserve by the Administrative Agency for payment of the costs of programs shall be allocated among Member Agencies in proportion to each Member Agency's contributions to such reserves. All other property,

March 8, 2013 May 22, 2017

funds, assets, and interests shall be distributed by the Administrative Agency to Member Agencies in proportion to each Member Agency's contributions to the NBWRA for dues and allocated costs. However, liabilities of the NBWRA in excess of those assets held by the Administrative Agency on behalf of the NBWRA at the time of termination shall be assessed against the Member Agencies and said Member Agencies shall be responsible for such liabilities. The allocation of responsibility for the payment of such liabilities shall be determined in a manner consistent with the provisions of Section 14.

- 26. Minutes. A secretary or clerk shall be appointed by the Board of Directors. The secretary or clerk shall cause to be kept minutes of all meetings of the Board of Directors and the Technical Advisory Committee, and shall cause a copy of the minutes to be forwarded to each Member Agency.
- **27.** Effective Date. This revision to the MOU shall become effective when two-thirds of the Member Agencies listed in Exhibit B-have authorized its execution.
- **28. Counterparts**. This revision to the MOU may be executed in counterpart and each of these executed counterparts shall have the same force and effect as an original instrument and as if all of the parties to the aggregate counterparts had signed the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as set forth below.

Sonoma County Water Agency	Napa Sanitation District
Ву:	By:
Print Name:	Print Name:

Comment [C18]: Deleted reference to Section B. Member Agencies include all Phase 1 and Phase 2 participating agencies.

NBWRA Third Fourth Amended MOU	March 8, 2013 May 22, 2017
Title:	Title:
Date:	Date:
Sonoma Valley County Sanitation District	Novato Sanitary District
Ву:	By:
Print Name:	Print Name:
Title:	Title:
Date:	Date:

NBWRA Third Fourth Amended MOU	March 8, 2013 May 22, 2017
IN WITNESS WHEREOF, the parties hereto have	we executed this Agreement as set forth below.
Las Gallinas Valley Sanitary District	North Marin Water District
Ву:	By:
Print Name:	Print Name:
Title:	Title:
Date:	Date:
County of Napa	
Ву:	
Print Name:	
Title:	
Date:	

NBWRA Third Fourth Amended MOU	March 8, 2013 May 22, 2017	
IN WITNESS WHEREOF, the parties hereto ha	ave executed this Agreement as set forth below.	
Marin Municipal Water District	City of Petaluma	
Ву:	By:	
Print Name:	Print Name:	
Title:	Title:	
Date:	Date:	
		Comment [C19]: Added signatory block for of American Canyon.
By: Print Name:		
Title:		
Date:	_	

March 8, 2013 May 22, 2017

Exhibit A

Comment [C20]: Revised graphic to add City of American Canyon.



March 8, 2013 May 22, 2017

Exhibit B

Comment [C21]: Revise based on March 27, 2017 reallocation and to be specific for Phase 1.

Percentages for Ongoing Phase 1 NBWRA Costs

Agency	25% Split Equally	Federal Authorization, Phase 1	Percentage of Remaining 75%	Total of Percentages
Las Gallinas Valley Sanitary District	3.57%	\$ 1,222,473 2,225,876	3.67 <u>6.68</u> %	7.2 4 <u>10.25</u> %
Novato Sanitary District	3.57%	\$1, 679,893 898,888	5. 04<u>70</u>%	8.61 <u>9.27</u> %
North Marin Water District	3.57%	<u>\$4,689,5045,933,499</u>	14.07 <u>17.80</u> %	17.64 21.37%
Sonoma Valley County Sanitation District	3.57%	\$ 7,967,134 4,583,250	23.90 13.75%	27.47 17.32%
Sonoma County Water Agency	3.57%	\$0.00	0.00%	3.57%
Napa Sanitation District	3.57%	\$ 9,440,996 <u>10,358,487</u>	28.32 <u>31.08</u> %	31.89 <u>34.65</u> %
Napa County	3.57%	\$0.00	0.00%	3.57%
Marin Municipal Water District	0.00%	\$0.00	0.00%	0.00%
City of Petaluma	0.00%	\$0.00	0.00%	0.00%
TOTALS	25.00%	\$25,000,000	75.00%	100.00%

Notes:

^{1.} Percentages may be revised pursuant to the provisions of this MOU based on adding additional signatory members, or revisions to the projects in Phase 1, or continuation beyond Phase 1, subject to the approval of the parties.

^{2.} The above schedule only includes costs and percentages related to Phase 1. Should member agencies choose to implement Phase 2 projects this schedule will be modified or a new schedule will be developed to detail cost sharing for Phase 2.

March 8, 2013 May 22, 2017

Exhibit C

Comment [C22]: Revise based on March 27, 2017 reallocation and to be specific for Phase 1.

Percentages for Distribution of Phase 1 Federal Funds Received

Agency	Federal Authorization, Phase 1	Percentage
Las Gallinas Valley Sanitary District	\$ 1,222,473 2,225,876	4.89 8.90%
Novato Sanitary District	\$1, 689,893 898,888	6.72 7.60%
North Marin Water District	\$4 ,689,50 4 <u>5,933,499</u>	18.76 23.73%
Sonoma Valley County Sanitation District	\$ 7,967,134 4,583,250	31.87 <u>18.33</u> %
Sonoma County Water Agency	\$0.00	0.00%
Napa Sanitation District	\$ 9,440,996 10,358,487	37.76 41.43%
Napa County	\$0.00	0.00%
Marin Municipal Water District	\$0.00	0.00%
City of Petaluma	\$0.00	0.00%
TOTALS	\$25,000,000	100.00%

Notes

- 1. Percentages may be revised pursuant to the provisions of this MOU based on adding additional signatory members, revisions to the projects in Phase 1, or continuation beyond Phase 1, subject to the approval of the parties.
- 2. The above schedule only includes costs and percentages related to Phase 1. Should member agencies choose to implement Phase 2 projects this schedule will be modified or a new schedule will be developed to detail cost sharing for Phase 2.

March 8, 2013 May 22, 2017

Exhibit D

Comment [C23]: Added to be specific for Phase 2. Cost sharing is based on September 2016 Budget Revisions.

Percentages for Ongoing Phase 2 NBWRA Costs

Agency	% Phase 2 Support (yrs 1-2/yr 3)	% Phase 2 Feasibility Study (yrs 1-2 / yr 3)	% Joint Use Costs (yrs 1-2 / yr 3)	% of Total Cost
Novato Sanitary District	20.00 / 14.29	20.69 / 13.04	12.50 / 10.00	<u>15.13</u>
Sonoma Valley County Sanitation District	20.00 / 14.29	13.80 / 8.95	12.50 / 10.00	13.62
Sonoma County Water Agency	20.00 / 14.29	12.08 / 10.61	12.50 / 10.00	<u>11.27</u>
Napa Sanitation District	20.00 / 14.29	25.85 / 14.33	12.50 / 10.00	<u>19.48</u>
Marin Municipal Water District	0.00 / 14.29	1.72 / 10.15	0.00 / 10.00	5.22
City of Petaluma	20/00 / 14.29	20.69 / 29.00	12.50 / 10.00	<u>20.18</u>
City of American Canyon	0.00 / 14.29	5.16 / 13.92	0.00 / 10.00	7.60

Notes:

- 1. Percentages may be revised pursuant to the provisions of this MOU based on adding additional signatory members, revisions to the projects in Phase 2, or continuation beyond Phase 2, subject to the approval of the parties.
- 2. The above schedule only includes costs and percentages related to Phase 2.
- 3. Totals for % Phase 2 Administrative Costs and % Total Cost are less than 100% since joint use costs are shared by Phase 1 Member Agencies.

March 8, 2013 May 22, 2017

Exhibit E

Comment [C24]: Added to be specific for Phase 2. Data is based on the projects that will be included in the Phase 2 EIR/EIS.

Percentages for Distribution of Phase 2 Federal Funds Received

<u>Agency</u>	Federal Authorization, Phase 2	<u>Percentage</u>
Novato Sanitary District	<u>\$6,300,000</u>	<u>8.33</u>
Sonoma Valley County Sanitation District	\$3,600,000	<u>4.76</u>
Sonoma County Water Agency	<u>\$7,600,000</u>	<u>10.05</u>
Napa Sanitation District	<u>\$5,100,000</u>	<u>6.75</u>
Marin Municipal Water District	<u>\$7,800,000</u>	<u>10.32</u>
City of Petaluma	<u>\$33,200,000</u>	<u>43.92</u>
City of American Canyon	<u>\$12,000,000</u>	<u>15.87</u>
TOTALS	<u>\$75,600,000</u>	<u>100.00%</u>

Notes:

- 1. Percentages may be revised pursuant to the provisions of this MOU based on adding additional signatory members, revisions to the projects in Phase 2, or continuation beyond Phase 2, subject to the approval of the parties.
- 2. The above schedule only includes costs and percentages related to Phase 2.

NORTH BAY WATER REUSE AUTHORITY FOURTH AMENDED MEMORANDUM OF UNDERSTANDING

Supersedes

Memorandum of Understanding First Amended Memorandum of Understanding Second Amended Memorandum of Understanding Third Amended Memorandum of Understanding March 15, 2005 September 24, 2008 November 3, 2010 March 25, 2013

May 22, 2017

Table of Contents

Recitals	4
Memorandum of Understanding	7
1. Definitions	
MOU	
NBWRA	7
Board of Directors	
Technical Advisory Committee	
Member Agency or Member Agencies	7
North Bay Region	
Associate Member	8
Administrative Agency	8
Phase 1 EIR/EIS	9
Phase 2 EIR/EIS	9
USBR	9
Phase 1	9
Phase 2	9
Construction Project	10
Phase 1 Costs	
Phase 2 Costs	10
Joint Use Costs	10
2. Purpose	10
3. Objectives	
4. Establishment of NBWRA	11
5. NBWRA Membership	11
6. Governance	12
7. Board of Directors	12
Membership	12
Voting and Authorization Requirements	12
Quorum	
Open Meetings	
Adding Associate Members	
8. Technical Advisory Committee	
Purpose	
Membership	14
Voting and Authorization Requirements	14
Quorum	
9. Terms of Office	14
10. Alternates	
11. Officers of the NBWRA	15
Chair	
Vice-Chair	
12. Administrative Agency	15

May 22, 2017

13. Staff and Consultants	17
14. Sharing of Costs and Resources for Phase 1 Title XVI Program	17
15. Distribution of Phase 1 Funds Received	21
16. Sharing of Costs and Resources for Phase 2	21
17. Distribution of Phase 2 Funds Received	24
18. Initiation of Membership	25
19. Termination of Membership	25
Effect of Termination	26
20. Procedures	26
21. Meetings	26
22. Reports to Member Agencies	27
23. Offices	
24. Term	27
25. Disposition of Property and Surplus Funds	27
26. Minutes	28
27. Effective Date	28
28. Counterparts	28
Exhibit A	
Exhibit B	33
Exhibit C	34
Exhibit D	35
Exhibit E	36

May 22, 2017

MEMORANDUM OF UNDERSTANDING

ESTABLISHING THE

NORTH BAY WATER REUSE AUTHORITY

This Memorandum of Understanding ("MOU") establishes the North Bay Water Reuse Authority ("NBWRA") for the purposes described herein. This MOU is made and entered into by and between the parties that are signatories to this MOU. The MOU was first approved March 15, 2005. The first amendment to the MOU was approved September 24, 2008. The second amendment to the MOU was approved November 3, 2010. The third amendment to the MOU was approved March 25, 2013. This is the fourth amendment of the MOU that originally established the NBWRA. This fourth amendment to the MOU supersedes all previous versions of the MOU.

Recitals

WHEREAS, each of the parties to this MOU is a local government entity functioning within the North Bay Region, as depicted in **Exhibit A** attached hereto and incorporated by reference; and

WHEREAS, the parties desire to enter into an MOU to explore the feasibility of coordinating interagency efforts to expand the beneficial use of recycled water in the North Bay Region thereby promoting the conservation of limited surface water and groundwater resources; and

WHEREAS, the parties do not intend to create a separate public agency pursuant to Government Code §6500 et seq. through this MOU and no provision of this MOU should be so construed; and

4

May 22, 2017

WHEREAS, the parties hereto may later explore the feasibility of changing their organizational structure by establishing a Joint Powers Authority in a separate agreement that would advance the purpose and goals of the NBWRA, if construction projects are to be undertaken jointly or if such changes are necessary in order to receive federal or state funds; and

WHEREAS, the parties hereto recognize the value of using common resources effectively; and

WHEREAS, the parties hereto desire to be proactive on regulatory issues affecting the North Bay Region that transcend the traditional political boundaries of the parties; and

WHEREAS, the parties hereto desire to inform communities and the public in the North Bay Region about the importance of water conservation and the benefits of water reuse and water use efficiency; and

WHEREAS, the parties hereto wish to coordinate their consideration and review of local, state and federal policies and programs related to the expansion of existing recycled water programs and the development of new recycled water, storage and environmental enhancement programs in the North Bay Region; and

WHEREAS, the parties hereto find that promoting the stewardship of water resources in the North Bay Region is in the public interest and for the common benefit of all within the North Bay Region; and

WHEREAS, the parties recognize that there are current and future regulatory requirements which apply to water resources in the North Bay Region affecting one or more of said parties, and that these multiple regulatory requirements may be better addressed on a regional basis, and in a

5

May 22, 2017

collaborative manner, and the parties wish to investigate more effective ways to share information and coordinate efforts to comply with said regulatory requirements; and

WHEREAS, the parties intend that participation in this MOU be entirely voluntary; and WHEREAS, it is understood that the primary purpose of this MOU is to provide a governance structure, led by a Board of Directors consisting of members of the governing boards from the Member Agencies, for the successful completion of recycled water projects in the North Bay Region; and.

WHEREAS, the parties previously applied for federal funds to assist them with implementing their projects; and

WHEREAS, the parties did receive funding, which is part of a program authorized for construction in PL 111-11 that was signed into law in March 2009. The program can receive appropriations through the United States Bureau of Reclamation's Title XVI program which can include funds from the American Recovery and Reinvestment Act of 2009 and the U.S. Department of Interior, Bureau of Reclamation's Title XVI Program, including the WaterSMART Grant Program; and.

WHEREAS, Phase 1 includes receipt of the full \$25,000,000 federal authorization, and WHEREAS, the parties completed a Scoping Study for the addition of projects that are now part of Phase 2; and.

WHEREAS, the parties are in the process of completing a Feasibility Study for Phase 2 and the projects for Phase 2 have an estimated value of \$75,600,000, which have the potential to receive \$18,900,000 in federal funding; and

6

May 22, 2017

WHEREAS, the projects that are part of Phase 1 and Phase 2 receive federal funding from the United States Bureau of Reclamation Title XVI Program and are eligible to receive funding from other federal and state programs; and

WHEREAS, the parties may desire to add other water management programs in addition to water recycling, storage, and environmental enhancement in the future, which may require additional modifications to this MOU; and

WHEREAS, the parties understand that reallocation of costs described herein, can be made with the approval of the parties as provided herein.

NOW, THEREFORE, the parties hereto do hereby enter into this Memorandum of Understanding, as follows:

Memorandum of Understanding

- 1. **Definitions**. As used in this MOU, the following words and phrases shall have the meanings set forth below unless the context clearly indicates otherwise.
 - (a) "MOU" shall mean this fourth amended Memorandum of Understanding.
 - (b) "NBWRA" shall mean the unincorporated, cooperative group of public agencies organized through this MOU and otherwise referred to as the North Bay Water Reuse Authority.
 - (c) "Board of Directors" shall mean the governing body composed of members of the governing boards of the Member Agencies established pursuant to this MOU.
 - (d) "Technical Advisory Committee" shall mean the administrative body established at the discretion of the Board of Directors pursuant to this MOU.
 - (e) "Member Agency" or "Member Agencies" shall mean the local and/or regional public agencies regulated under the Clean Water Act, 33 U.S.C. § 1251 et seq., the federal Safe

May 22, 2017

Drinking Water Act, 42 U.S.C. § 300f et seq., and/or the state Safe Drinking Water Act, Health & Safety Code § 116275 et seq., that operate within or have jurisdiction over any area within the North Bay Region, and that are signatories to this MOU. Member Agencies are entitled to one voting member on the Board of Directors and Technical Advisory Committee as defined herein.

- (f) "North Bay Region" shall mean the four counties identified in the North San Pablo Bay watershed as defined in federal legislation: Marin, Napa, Solano, and Sonoma. Said area is depicted on the map attached hereto and incorporated herein as **Exhibit A.** Federal and state legislation may provide for additional counties to be considered part of the North Bay Region.
- (g) "Associate Member" shall mean a local and/or regional public agency as described in Section 1(e) or other organizations interested in the Purpose and Objectives of NBWRA.

 Associate Members may not sponsor current projects in Phase 1 or Phase 2 but may partner with Member Agencies. Associate Members are entitled to appoint one non-voting representative to the Board of Directors and to the Technical Advisory Committee. The Board of Directors may assess annual dues of \$5,000 for membership in the NBWRA for Associate Members. Dues shall be used to offset Joint Use Costs for the Member Agencies.
- (h) "Administrative Agency" shall mean that Member Agency authorized pursuant to Section 12 to enter into contracts and perform other administrative functions on behalf of the NBWRA.

May 22, 2017

- (i) "Phase 1 EIR/EIS" shall mean the Environmental Impact Report/Environmental Impact Statement, prepared by Environmental Science Associates, that was certified and or approved by the Member Agencies during December 2009 and January 2010 and which serves as the basis of the Phase 1 projects to be partially funded by USBR through the Title XVI Program.
- (j) Phase 2 EIR/EIS shall mean the shall mean the Environmental Impact
 Report/Environmental Impact Statement, which will be prepared by Brown and Caldwell,
 and will be certified and or approved by the Member Agencies by the end of 2018, and
 which shall serve as the basis of the Phase 2 projects to be partially funded by USBR
 through the Title XVI Program.
- (k) "USBR" shall mean the United States Bureau of Reclamation.
- (1) "Phase 1" shall mean the projects described as Phase 1 of Alternative 1 of the EIR/EIS. It is understood that minor modifications to said projects may occur as actual design and construction occurs and that the individual agencies are responsible for possible modifications to the requirements of the EIR/EIS. Phase 1 participating Member Agencies include: Las Gallinas Valley Sanitary District, Novato Sanitary District, North Marin Water District, Sonoma Valley County Sanitation District, Sonoma County Water Agency, Napa Sanitation District, and Napa County.
- (m) "Phase 2" shall mean the projects defined in the in the Phase 2 EIR/EIS It is understood that those projects may change through the completion of the Phase 2 EIR/EIS. Phase 2 participating Member Agencies include: Novato Sanitary District, Sonoma Valley County

9

May 22, 2017

- Sanitation District, Sonoma County Water Agency, Napa Sanitation District, Marin Municipal Water District, City of Petaluma, and City of American Canyon.
- (n) "Construction Project" shall mean a project described in either the Phase 1 EIR/EIS or the Phase 2 EIR/EIS.
- (o) "Phase 1 Costs" shall mean those costs associated with engineering, environmental analysis, portions of program development, federal advocacy, as well as other costs deemed necessary and approved by the Board, that are associated with the construction of projects described in "Phase 1", above.
- (p) "Phase 2 Costs" shall mean those costs associated with efforts to conduct scoping studies, workshops, feasibility studies, engineering, environmental analysis, specific administrative costs, portions of program development, federal advocacy, as well as other costs deemed necessary and approved by the Board, that are associated with the design and construction of projects as described in "Phase 2", above.
- (q) "Joint Use Costs" shall mean those costs that are not easily differentiated between Phase 1 and Phase 2 since they benefit the entire program and not just a particular set of projects. These costs may include but not be limited to program management and program development costs; program technical support; outreach and community support; and administrative agency management and oversight in support of the program. Joint Use Costs are shared equally by all Phase 1 and Phase 2 Member Agencies.
- **2. Purpose**. The purpose of NBWRA is to provide recycled water for agricultural, urban, and environmental uses thereby reducing reliance on local and imported surface water and

May 22, 2017

groundwater supplies and reducing the amount of treated effluent released to San Pablo Bay and its tributaries.

- **3. Objectives**. NBWRA projects will promote the expanded beneficial use of recycled water in the North Bay Region to:
 - (a) Offset urban and agricultural demands on surface water and groundwater supplies;
 - (b) Enhance local and regional ecosystems;
 - (c) Improve local and regional water supply reliability;
 - (d) Maintain and protect public health and safety;
 - (e) Promote sustainable practices;
 - (f) Give top priority to local needs for recycled water, and
 - (g) Implement recycled water facilities in an economically viable manner.
- **4. Establishment of the NBWRA**. There is hereby established the North Bay Water Reuse Authority ("NBWRA"). The geographic boundaries of the NBWRA shall be the North Bay Region. (See **Exhibit A**). The NBWRA is an unincorporated association. By entering into this MOU, the parties do not intend to form a Joint Powers Authority pursuant to Government Code §6500 et seq.
- **5. NBWRA Membership**. Any local and/or regional public agency regulated under the Clean Water Act, 33 U.S.C. § 1251 et seq., the federal Safe Drinking Water Act, 42 U.S.C. § 300f et seq., and/or the state Safe Drinking Water Act, Health & Safety Code § 116275 et seq., that operates within or has jurisdiction over any area within the North Bay Region may be a Member Agency or Associate Member of the NBWRA. Each Member Agency must be a signatory to this MOU.

11

79 of 132

May 22, 2017

6. Governance. NBWRA governance structure shall consist of a Board of Directors. The composition and responsibilities of the Board of Directors is detailed in Section 7.

7. Board of Directors

- (a) Membership. The Board of Directors of the NBWRA shall consist of one voting representative from each Member Agency and may include one non-voting representative from each Associate Member. Such representative shall be a member of the governing board of the Member Agency or Associate Member. The Member Agency or Associate Member shall designate one representative and alternate(s) each of whom shall be members of the governing board of the Member Agency or Associate Member. In the event that a Member Agency's governing body representative and alternate(s) are unavailable for a particular meeting, the Member Agency's representative on the Technical Advisory Committee may serve as an alternate.
- (b) <u>Voting and Authorization Requirements</u>. Each Member Agency representative on the Board of Directors shall have one vote. Except as set forth in subsections (i) and (iii) below and as otherwise specified herein, the affirmative vote of a majority of the voting members of the Board of Directors is required and is sufficient to approve any item.
 - (i) An affirmative vote representing two-thirds of all Member Agencies shall be required to adopt or modify the budget. The budget may not be increased by more than fifteen percent (15%) annually, without the unanimous approval of the members of the Board of Directors representing all Member Agencies.
 - (ii) Votes to approve the budget may not be unreasonably withheld.
 - (iii) Approval by the governing bodies of two-thirds of all Member Agencies shall be

May 22, 2017

required to modify this MOU.

- (c) Quorum. Representatives or alternates from a majority of the Member Agencies shall constitute a quorum for purposes of transacting business, except that less than a quorum may vote to adjourn a meeting or to set a date for the next meeting.
- (d) <u>Open Meetings</u>. The Board of Directors will comply with the Ralph M. Brown Act in conducting its meetings.
- (e) <u>Adding Associate Members</u>. Representatives of Associate Members may be added to the Board of Directors without modifying this MOU by a majority vote of the Board of Directors.

8. Technical Advisory Committee

(a) Purpose. The Board of Directors may create a Technical Advisory Committee as needed for the month-to-month management of budget, schedule, and scopes of work for the NBWRA. Typical duties of a Technical Advisory Committee include recommending contracting for a program manager; working through technical details of work scopes and products; authorizing the administrative agency to enter into, modify, or accept work under any contract that is consistent with the budget approved by the Board of Directors, and reviewing and recommending courses of action to the Board of Directors for their consideration. The Board of Directors may create or dissolve the Technical Advisory Committee at any time for any purpose, and may adopt a set of rules governing the Technical Advisory Committee as it determines necessary to achieve the purpose and objectives stated herein.

May 22, 2017

- (b) Membership. The Technical Advisory Committee shall consist of one representative, not from the governing body, from each Member Agency. Such representative shall be the general manager or a designated staff member of the Member Agency. In the event that the general manager or staff member is unavailable for a meeting, he or she may designate an alternate. Associate Members may appoint a non-voting representative to the Technical Advisory Committee.
- (c) <u>Voting and Authorization Requirements</u>: Each Member Agency representative on the Technical Advisory Committee shall have one vote. An affirmative vote of a majority of all voting members of the Technical Advisory Committee is required and sufficient to approve any item.
- (d) Quorum. Representatives or alternates from a majority of the Member Agencies shall constitute a quorum for purposes of transacting business, except that less than a quorum may vote to adjourn a meeting or to set a date for the next meeting.
- 9. Terms of Office. Each representative on the Board of Directors shall serve for as long as he or she is a member of the governing board of his or her Member Agency and is designated by the Member Agency to act as its representative. If at any time a vacancy occurs on the Board of Directors, a replacement shall be appointed by the Member Agency to fill the unexpired term of the previous representative within ninety (90) days of the date that such position becomes vacant.
- **10. Alternates**. Alternate representatives to the Board of Directors or its Technical Advisory

 Committee shall be empowered to cast votes in the absence of the regular representative or, in

May 22, 2017

the event of a conflict of interest preventing the regular representative from voting, to vote because of such a conflict of interest.

- 11. Officers of the NBWRA. The Board of Directors of the NBWRA shall elect a Chair, a Vice-Chair and such other officers annually on the first meeting of the calendar year. The Chair and Vice-Chair shall be selected from among the Member Agency representatives. The Board of Directors may choose to adopt a policy that requires the rotation of the Chair, by Member Agency, on an annual basis. The duties of the Chair and Vice-Chair are as follows:
 - (a) <u>Chair</u>. The Chair shall direct the preparation of agendas, call meetings of the Board of Directors to order and conduct other activities as deemed appropriate by the Board of Directors. Any member of the Board of Directors may place an item on the NBWRA agenda.
 - (b) <u>Vice-Chair</u>. The Vice-Chair shall serve as the Chair in the absence of the regularly-elected Chair. In the event both the Chair and Vice-Chair are absent from a meeting which would otherwise constitute a quorum and a temporary Chair was not designated by the Chair at the last regular meeting, any voting Board member may call the meeting to order, and a temporary chair may be elected by majority vote to serve until the Chair or Vice-Chair is present.
- **12. Administrative Agency**. The Member Agencies hereby designate the Sonoma County Water Agency to act as the Administrative Agency for the purpose of carrying out the provisions of this MOU. The authority delegated herein to the Administrative Agency shall be subject to the restrictions upon the manner of exercising power applicable to the Administrative Agency, including but not limited to the purchasing ordinances and purchasing procedures of the

May 22, 2017

Administrative Agency. Within these limits, the Board of Directors may direct the Administrative Agency's actions with respect to this MOU. The Administrative Agency, for the benefit of the NBWRA Members, shall:

- (a) Award, execute in its own name, and administer such contracts on behalf of the NBWRA, as may be authorized as set forth in Sections 7 and 8.
- (b) Through its controller and treasurer, act as the financial officer or functional equivalent and be the depositor and have custody of all money of the NBWRA from whatever source. The Administrative Agency shall draw warrants to pay demands for expenditures authorized by the Board of Directors or by its authorized representative pursuant to any delegation of authority authorized by the Board of Directors. The Administrative Agency will strictly account for all NBWRA funds, and will hold the funds in trust in a segregated account.
- (c) Provide budget analyses, warrant lists and other financial documents as required by the Board of Directors. The Administrative Agency's financial activities with regards to the NBWRA shall be subject to an outside audit at any time at the request of the Board of Directors. As a matter of course, the Administrative Agency will provide a separate annual audit of NBWRA funds to the Board of Directors.
- (d) Determine charges to be made against the NBWRA for the Administrative Agency's services. Payment of these charges shall be subject to the approval of the Board of Directors.
- (e) Prepare the reports identified in Section 20 if the Board of Directors has not designated another party or person to complete that task.

May 22, 2017

(f) Enter into contracts with values up to \$15,000 without the approval of the Board of Directors or the Technical Advisory Committee, if consistent with the budget approved by the Board of Directors.

The Administrative Agency may resign its position as Administrative Agency upon 120 days written notice to all Member Agencies, and shall, before the effective date of its resignation, transfer all funds held on behalf of the NBWRA to any designated successor Administrative Agency. The Board of Directors may designate a successor Administrative Agency by majority vote. Should no other party be designated to act as Administrative Agency by the effective date of the resignation, the MOU shall terminate and the Administrative Agency shall distribute all property held on behalf of the NBWRA pursuant to Section 23.

13. Staff and Consultants. Subject to the approval and procedural provisions of Sections 7 and 12, the Administrative Agency may employ or contract for any staff or consultants as may be reasonably necessary to carry out the purposes of this MOU. Such persons may include legal counsel, administrative executives and other types of specialists. If an employee from any Member Agency performs staff or consulting work for the NBWRA, the governing body of that Member Agency may determine the charges to be made against the NBWRA for the services of that employee. Payment of these charges by the Administrative Agency on behalf of the NBWRA shall be subject to the approval of the Board of Directors, which approval shall not be unreasonably withheld.

14. Sharing of Costs and Resources for Phase 1 Title XVI Program.

(a) The Board of Directors shall assess each Member Agency for costs associated with paying the Administrative Agency, staff or consultants and the funding of approved projects,

17

85 of 132

May 22, 2017

under agreements approved by the Board of Directors, the Technical Advisory Committee pursuant to Section 8, or the Administrative Agency as provided in Section 12, or as authorized by the budget adopted by the Board of Directors as set forth in Section 7. Further, legal liabilities may arise out of actions of the Member Agencies (including the Administrative Agency) taken pursuant to this MOU. The activities of the NBWRA are part of a regional program that provides benefit to all agencies. Therefore, as described more particularly below, all Member Agencies that participate in Phase 1 construction projects shall pay a portion of ongoing Phase 1 costs equally and the remaining Phase 1 costs shall be based on approved project costs for Phase 1 of Alternative 1, as described in the certified EIR/EIS or as amended pursuant to Sections 14(e) and 16. The costs and liabilities will be allocated among each of the Member Agencies as follows:

- (i) one quarter (25%) of costs and liabilities shall be allocated equally among each of the Member Agencies; and
- (ii) three quarters (75%) of costs and liabilities shall be allocated among Member Agencies in proportion to the benefit to each Member Agency of participating in the NBWRA, in the form of federal funding that is described in applications for federal funding that have been submitted to the USBR as of April 15, 2010 or as modified pursuant to Sections 14 (e) and 16 herein. The Sonoma County Water Agency shall pay its prorata share of the quarter of costs allocated under subsection (i) above, but shall not pay any costs allocated under subsection (ii), as it does not have any individual projects to be funded.

18

May 22, 2017

- (c) The parties hereto agree that the criteria set forth in subsection (b)(ii) produce the allocations listed in **Exhibit B**, attached hereto, and incorporated by reference. The parties agree that **Exhibit B** may be modified pursuant to Sections 14 (e) and 16.
- (d) Member Agencies were afforded the opportunity to receive reimbursement for previously allocated Phase 1 Costs and liabilities that were not based on benefits received during the period from the end of Fiscal Year 2010-2011 back to Fiscal Year 2005-2006 (the "Reimbursement Period"). Reimbursements were equal to (i) the actual costs paid by a Member Agency during the Reimbursement Period minus (ii) the amount of costs that were allocated to that Member Agency during the Reimbursement Period if the percentages defined in **Exhibit B** had been in effect. The first determination of costs and reimbursements subject to this subsection (d) was approved by a majority of the Board of Directors on May 21, 2012. The second determination of costs and reimbursements subject to this subsection (d) was approved by a majority of the Board of Directors on May 27, 2017. It is anticipated that a final determination of costs and reimbursements subject to this subsection (d) will be considered at full completion of Phase 1 and after USBR has made all payments for Phase 1 projects.
- (e) Two or more Member Agencies can agree to reallocate project costs for Phase 1 among themselves, as long as the combined total for those agencies before and after reallocation are the same as the combined total for those agencies in the project schedule, subject to the approval of the Board of Directors. Such approval shall not be unreasonably withheld.
- (f) (1) In the case of non-contractual liabilities arising out of the activities of the parties under this MOU, the Member Agencies specifically repudiate the division of liability

May 22, 2017

outlined in Government Code sections 895.2 *et seq*. and instead agree to share liability based on the relative fault of the parties.

- (2) Notwithstanding the foregoing paragraph, each Member Agency agrees that it is solely responsible for, and agrees to indemnify and defend the other Member Agencies from and against, any claims, liabilities, or losses relating to or arising out of the design, construction, inspection, operation, or maintenance of its separate project. Each Member Agency agrees that nothing in this MOU shall create, impose, or give rise to any liability, obligation, or duty of the Member Agency to the other Member Agencies or to any third party with respect to the manner in which the Member Agency designs, constructs, inspects, operates, or maintains its separate project.
- (g) A separate agreement between the Administrative Agency and the Member Agencies has been developed based on the requirements of the American Recovery and Reinvestment Act and Title XVI.
- (h) (i) All Phase 1Member Agencies shall pay an equal share of Joint Use Costs as defined herein.
 - (ii) If a Member Agency that chooses to opt out of Phase 2/other non-Phase 1 tasks then later decides to participate, it will be subject to a buy-in fee approved by the Board of Directors. Said fee may include applicable costs plus interest from the inception of Phase 2/other non-Phase 1 tasks until such time that they decide to participate. Costs shall be based on the approved annual budget. Interest shall be based on the annual change in the Consumer Price Index All Urban Consumers for San Francisco-Oakland-San Jose as determined by the Bureau of Labor Statistics, United States Department of Labor.

May 22, 2017

15. Distribution of Phase 1 Funds Received.

- (a) Distribution of funds received from USBR for Phase 1 projects shall be based on the Phase 1 project schedule as described in applications for federal funding submitted to USBR as of December 10, 2015 or as modified pursuant to Sections 14 (e) and 18, herein. Those percentages are based on the \$25,000,000 federal funding authorization for projects totaling \$100,000,000 and are detailed in **Exhibit C**, attached hereto, and incorporated by reference. The parties agree that **Exhibit C** may be modified pursuant to Sections 14 (e) and 16. Once a Member Agency has received federal funds for a project, that Member Agency is required to remain a participant in the NBWRA and a signatory to this MOU throughout the term of this MOU as described in Section 22. Should State funding become available to the NBWRA, its distribution shall also be as described in this Section. It is acknowledged that the Member Agencies may receive State funding from programs on an individual basis, and (i) this Section shall not apply to such individual State funding and (ii) the allocations set forth in this Section shall not be affected by the receipt of any State funding.
- (b) Should NBWRA be designated to receive federal funds for Phase 2/other non-Phase 1 tasks, this MOU will be modified accordingly.

16. Sharing of Costs and Resources for Phase 2.

(a) The Board of Directors shall assess each Member Agency for costs associated with paying the Administrative Agency, staff or consultants and the funding of approved projects, under agreements approved by the Board of Directors, the Technical Advisory Committee pursuant to Section 8, or the Administrative

May 22, 2017

Agency as provided in Section 12, or as authorized by the budget adopted by the Board of Directors as set forth in Section 7. Further, legal liabilities may arise out of actions of the Member Agencies (including the Administrative Agency) taken pursuant to this MOU. The activities of the NBWRA are part of a regional program that provides benefit to all agencies. Therefore, as described more particularly below, all Member Agencies that participate in Phase 2 construction projects shall pay ongoing Phase 2 costs as described herein, or as amended pursuant to Sections 16(c) and 18. The costs and liabilities will be allocated among each of the Phase 2 Member Agencies as follows:

- (i) Feasibility Study Engineering Costs are allocated based on each agency's percentage of the number of their projects out of the total studied at the feasibility level; and
- (ii) Environmental (EIR/EIS) and Financial Capability Analysis costs are allocated based on each agency's percentage of the total project costs in the Final EIR/EIS for Phase 2; and
- (iii) Joint Use costs are shared equally by all Phase 1 and Phase 2 Member Agencies.
- (b) The parties hereto agree that the criteria set forth in subsection (a)(i), (a)(ii), and (a)(iii) produce the allocations listed in **Exhibit D**, attached hereto, and incorporated by reference. The parties agree that **Exhibit D** may be modified pursuant to Sections 16 (c) and 18.

May 22, 2017

- (c) Two or more Member Agencies can agree to reallocate project costs for Phase 2 among themselves, as long as the combined total for those agencies before and after reallocation are the same as the combined total for those agencies in the project schedule, subject to the approval of the Board of Directors. Such approval shall not be unreasonably withheld. If this occurs, Phase 2 Member Agencies agree to reallocate shared costs as described herein, based on the benefits received.
- (d) (1) In the case of non-contractual liabilities arising out of the activities of the parties under this MOU, the Member Agencies specifically repudiate the division of liability outlined in Government Code sections 895.2 *et seq.* and instead agree to share liability based on the relative fault of the parties.
 - (2) Notwithstanding the foregoing paragraph, each Member Agency agrees that it is solely responsible for, and agrees to indemnify and defend the other Member Agencies from and against, any claims, liabilities, or losses relating to or arising out of the design, construction, inspection, operation, or maintenance of its separate project. Each Member Agency agrees that nothing in this MOU shall create, impose, or give rise to any liability, obligation, or duty of the Member Agency to the other Member Agencies or to any third party with respect to the manner in which the Member Agency designs, constructs, inspects, operates, or maintains its separate project.
- (e) For those agencies choosing to participate in Phase 2 as defined herein, they shall share in all Phase 2 Costs as defined herein.
 - (i) If a Member Agency that chooses to opt out of Phase 2 tasks then later decides to participate, it will be subject to a buy-in fee approved by the Board of Directors. Said fee

May 22, 2017

may include applicable costs plus interest from the inception of Phase 2 tasks until such time that they decide to participate. Costs shall be based on the approved annual budget. Interest shall be based on the annual change in the Consumer Price Index - All Urban Consumers for San Francisco-Oakland-San Jose as determined by the Bureau of Labor Statistics, United States Department of Labor.

17. Distribution of Phase 2 Funds Received.

- (a) Distribution of funds received from USBR for Phase 2 projects shall be based on the Phase 2 project schedule as described in applications for federal funding submitted to USBR or as modified pursuant to Sections 16 (c) and 18, herein. Those percentages are based on the \$18,900,000 federal funding authorization for projects totaling \$75,600,000 and are detailed in **Exhibit E**, attached hereto, and incorporated by reference. The parties agree that **Exhibit E** may be modified pursuant to Sections 16 (c) and 18. Once a Member Agency has received federal funds for a project, that Member Agency is required to remain a participant in the NBWRA and a signatory to this MOU throughout the term of this MOU as described in Section 24. Should State funding become available to the NBWRA, its distribution shall also be as described in this Section. It is acknowledged that the Member Agencies may receive State funding from programs on an individual basis, and (i) this Section shall not apply to such individual State funding and (ii) the allocations set forth in this Section shall not be affected by the receipt of any State funding.
- (b) Cost allocations as described in **Exhibits D** and **E** may be revised upon the addition of additional Member Agencies, subject to the approval of a majority of the existing Member Agencies at that time. By virtue of becoming a signatory agency to this MOU pursuant to this

May 22, 2017

Section 18, a new Member Agency is subject to all provisions of this MOU, including Section 19 below

- 18. Initiation of Membership. If an eligible agency as defined in Section 5 requests to join the NBWRA as a new Member Agency, the Board of Directors shall establish a membership initiation fee to such agency as a condition of joining the NBWRA. For the purposes of this revision of the MOU, the new Member Agencies shall include Marin Municipal Water District, City of Petaluma, and City of American Canyon. The purpose of the initiation fee is to allow the Phase 1 Member Agencies to recover a portion of their investment costs in obtaining federal authorization for construction projects. The initiation fee for each new member agency shall be equal to 0.6% of the new Member Agency project costs as determined upon completion of the Phase 2 Scoping Study. The initiation fee shall be paid in a manner approved by the Board of Directors The collected initiation fees shall be distributed to the Phase 1 participating agencies according to the percentages specified in Exhibit B.
 By virtue of becoming a signatory agency to this MOU pursuant to this Section 18, a new Member Agency is subject to all provisions of this MOU, including Section 19 below.
- 19. Termination of Membership. Member Agencies that participate in Phase 1 and have received federal monies for Phase 1 construction projects may not terminate their membership in the NBWRA before the completion of all Phase 1 construction projects or before the termination of this MOU as defined herein, whichever comes first. Member Agencies that participate in Phase 2 and have received federal monies for Phase 2 construction projects may not terminate their membership in the NBWRA before the

May 22, 2017

- completion of all Phase 2 construction projects or before the termination of this MOU as defined herein, whichever comes first. Phase 2 participants may voluntarily withdraw from the NBWRA prior to the receipt of federal monies for Phase 2 construction projects.
- (a) Notwithstanding the above a Member Agency may petition the Board in writing for withdrawal from the NBWRA and may withdraw with the approval of two-thirds of the members of the Board of Directors representing Member Agencies.
- (b) Effect of Termination. All rights of a Member Agency under this MOU shall cease on the termination of such Member Agency's membership. Termination shall not relieve the Member Agency from any obligation for charges, costs or liabilities incurred or arising from acts or omissions before the date of termination. The terminating Member Agency's responsibility for such charges, costs or liabilities shall be determined in a manner consistent with the allocations set forth in Sections 14 and 16. Likewise, termination shall not preclude the Member Agency from any benefits that fully accrue before the date of termination. However, a resigned or terminated agency has no right to receive a portion of surplus funds at the termination of the NBWRA.
- **20. Procedures**. The Board of Directors may adopt bylaws, rules of conduct for meetings and operating procedures for the NBWRA. To facilitate such efforts, the NBWRA may adopt the administrative procedures and policies of a Member Agency.
- **21. Meetings**. The Board of Directors and the Technical Advisory Committee shall provide for meetings, as necessary.

May 22, 2017

- **22. Reports to Member Agencies**. Each year the NBWRA shall submit a written report to the governing body of each of the Member Agencies. This report shall describe the financial activities of the NBWRA during the preceding year.
- **23. Offices**. For the purposes of forming the NBWRA and for initial operation, the principal office of the NBWRA shall be located at the Administrative Agency. The Board of Directors may change said principal office from one location to another after providing thirty (30) days notice of such a change. The Chair shall notify each Member Agency in writing of the change.
- **24. Term**. This MOU shall terminate five years from its effective date, unless extended by some or all of the parties. This MOU shall also be terminated if the Administrative Agency has resigned pursuant to Section 12 and no other Member Agency has been designated to act as the Administrative Agency prior to the effective date of the resignation.
- 25. Disposition of Property and Surplus Funds. At the termination of this MOU, any and all property, funds, assets, and interests therein held by the Administrative Agency on behalf of the NBWRA shall become the property of and be distributed to the then-Member Agencies. Money collected from Member Agencies and held in reserve by the Administrative Agency for payment of the costs of programs shall be allocated among Member Agencies in proportion to each Member Agency's contributions to such reserves. All other property, funds, assets, and interests shall be distributed by the Administrative Agency to Member Agencies in proportion to each Member Agency's contributions to the NBWRA for dues and allocated costs. However, liabilities of the NBWRA in excess of those assets held by the Administrative Agency on behalf of the NBWRA at the time of termination shall be assessed against the Member Agencies and said Member Agencies shall be responsible for such

May 22, 2017

liabilities. The allocation of responsibility for the payment of such liabilities shall be determined in a manner consistent with the provisions of Section 14.

- 26. Minutes. A secretary or clerk shall be appointed by the Board of Directors. The secretary or clerk shall cause to be kept minutes of all meetings of the Board of Directors and the Technical Advisory Committee, and shall cause a copy of the minutes to be forwarded to each Member Agency.
- **27. Effective Date**. This revision to the MOU shall become effective when two-thirds of the Member Agencies have authorized its execution.
- **28. Counterparts**. This revision to the MOU may be executed in counterpart and each of these executed counterparts shall have the same force and effect as an original instrument and as if all of the parties to the aggregate counterparts had signed the same instrument.

May 22, 2017

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as set forth below.

Sonoma County Water Agency	Napa Sanitation District
By:	By:
Print Name:	Print Name:
Title:	Title:
Date:	Date:
Sonoma Valley County Sanitation District	Novato Sanitary District
By:	By:
Print Name:	Print Name:
Title:	Title:
Date:	Date:

May 22, 2017

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as set forth below.

Las Gallinas Valley Sanitary District	North Marin Water District
By:	By:
Print Name:	Print Name:
Title:	Title:
Date:	
County of Napa	
By:	-
Print Name:	_
Title:	-
Date	

May 22, 2017

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as set forth below.

Marin Municipal Water District	City of Petaluma	
By:	By:	
Print Name:	Print Name:	
Title:	Title:	
Date:	Date:	
City of American Canyon		
By:		
Print Name:		
Title:		
Data		

31

99 of 132

May 22, 2017

Exhibit A



May 22, 2017

Exhibit B

Percentages for Ongoing Phase 1 NBWRA Costs

Agency	25% Split Equally	Federal Authorization, Phase 1	Percentage of Remaining 75%	Total of Percentages
Las Gallinas Valley Sanitary District	3.57%	\$2,225,876	6.68%	10.25%
Novato Sanitary District	3.57%	\$1,898,888	5.70%	9.27%
North Marin Water District	3.57%	\$5,933,499	17.80%	21.37%
Sonoma Valley County Sanitation District	3.57%	\$4,583,250	13.75%	17.32%
Sonoma County Water Agency	3.57%	\$0.00	0.00%	3.57%
Napa Sanitation District	3.57%	\$10,358,487	31.08%	34.65%
Napa County	3.57%	\$0.00	0.00%	3.57%
TOTALS	25.00%	\$25,000,000	75.00%	100.00%

Notes:

1. Percentages may be revised pursuant to the provisions of this MOU or revisions to the projects in Phase 1, subject to the approval of the parties.

33

2. The above schedule only includes costs and percentages related to Phase 1.

May 22, 2017

Exhibit C

Percentages for Distribution of Phase 1 Federal Funds Received

Agency	Federal Authorization, Phase 1	Percentage
Las Gallinas Valley Sanitary District	\$2,225,876	8.90%
Novato Sanitary District	\$1,898,888	7.60%
North Marin Water District	\$5,933,499	23.73%
Sonoma Valley County Sanitation District	\$4,583,250	18.33%
Sonoma County Water Agency	\$0.00	0.00%
Napa Sanitation District	\$10,358,487	41.43%
Napa County	\$0.00	0.00%
TOTALS	\$25,000,000	100.00%

Notes:

1. Percentages may be revised pursuant to the provisions of this MOU based on revisions to the projects in Phase 1,subject to the approval of the parties.

34

2. The above schedule only includes costs and percentages related to Phase 1

May 22, 2017

Exhibit D

Percentages for Ongoing Phase 2 NBWRA Costs

Agency	% Phase 2 Support (yrs 1-2 / yr 3)	% Phase 2 Feasibility Study (yrs 1-2 / yr 3)	% Joint Use Costs (yrs 1-2 / yr 3)	% of Total Cost
Novato Sanitary District	20.00 / 14.29	20.69 / 13.04	12.50 / 10.00	15.13
Sonoma Valley County Sanitation District	20.00 / 14.29	13.80 / 8.95	12.50 / 10.00	13.62
Sonoma County Water Agency	20.00 / 14.29	12.08 / 10.61	12.50 / 10.00	11.27
Napa Sanitation District	20.00 / 14.29	25.85 / 14.33	12.50 / 10.00	19.48
Marin Municipal Water District	0.00 / 14.29	1.72 / 10.15	0.00 / 10.00	5.22
City of Petaluma	20/00 / 14.29	20.69 / 29.00	12.50 / 10.00	20.18
City of American Canyon	0.00 / 14.29	5.16 / 13.92	0.00 / 10.00	7.60

Notes:

- 1. Percentages may be revised pursuant to the provisions of this MOU based on adding additional signatory members, revisions to the projects in Phase 2, or continuation beyond Phase 2, subject to the approval of the parties.
- 2. The above schedule only includes costs and percentages related to Phase 2.
- 3. Totals for % Phase 2 Administrative Costs and % Total Cost are less than 100% since joint use costs are shared by Phase 1 Member Agencies.

Exhibit E

Percentages for Distribution of Phase 2 Federal Funds Received

Agency	Federal Authorization,	Percentage
	Phase 2	
Novato Sanitary District	\$6,300,000	8.33
Sonoma Valley County Sanitation	\$3,600,000	4.76
District	\$3,000,000	4.70
Sonoma County Water Agency	\$7,600,000	10.05
Napa Sanitation District	\$5,100,000	6.75
Marin Municipal Water District	\$7,800,000	10.32
City of Petaluma	\$33,200,000	43.92
City of American Canyon	\$12,000,000	15.87
TOTALS	\$75,600,000	100.00%

Notes:

- 1. Percentages may be revised pursuant to the provisions of this MOU based on adding additional signatory members, revisions to the projects in Phase 2, or continuation beyond Phase 2, subject to the approval of the parties.
- 2. The above schedule only includes costs and percentages related to Phase 2.



Program Development, Federal and State Advocacy

Item 10





Program Development and Federal Advocacy

Funding in the 2017 Budget

♦ EPA

Clean Water SRF \$1.39 billion

Drinking Water SRF \$863 million

WIFIA \$30 million

♠ Reclamation

Title XVI \$24.4 million

WIIN – Water Recycling \$10 million

WaterSMART \$24 million

18 107 of 132

Phase 2 Construction Grants

- ◆ The new WIIN Water Recycling/Title XVI Program for un-authorized projects: funded at \$10 million
 - FOA is anticipated this year
 - There is a new 2-step process of sending vetted projects to Congress for approval
 - As this is a new authorization, this is a 'proposed process' and is still being developed by the Administration

- Existing Title XVI Program for authorized projects: funded at \$24.4 million
 - FOA is anticipated in the Fall

19 108 of 132

Federal Advocacy

- We do not anticipate a trip to Washington until the fall; after the new USBR Commissioner is appointed
- We will prepare responses to OMB's request for ideas re efficiencies in Reclamation's funding programs as guidance is issued from the Secretary's office
- We are discussing tour invitations to new appointee's once positions are finalized and, a possible congressional staff tour in the summer
- We are working with Pilar/State Advocate to invite Water Resources Control Board member,
 Joaquin Esquivel on a tour this summer

20 109 of 132



Long-Term Water Conservation Mandates: Relevant Legislation

- Administration released anticipated final draft of "Water Conservation as a Way of Life" report on April 7 as well as proposed budget trailer bill language.
- As previously reported via email, there are five primary conservation bills of interest beyond 20/20/20 requirements
- Three competing measures and a related measure advanced out of Assembly Water, Parks and Wildlife Committee:
 - **1. AB 968 (Rubio)** Details in statute the options through which water agencies can achieve additional water conservation targets. Supported by ACWA/Sacramento Regional Water Authority/Irvine Ranch and others in the water community. Excludes recycled water from conservation/efficiency requirements. Opposed by several environmental groups.
 - **2. AB 1669 (Friedman)** Was amended to contain Administration trailer bill language, which essentially authorizes a process for the SWRCB to develop water use efficiency requirements. Also provides SWRCB with additional authority.

22 111 of 132

Relevant Legislation - Continued

- **3. AB 1323 (Weber)** Would require DWR to convene a stakeholder group for the purpose of developing proposed new water use targets.
- Related but separate Measure
 - AB 869 (Rubio) Would exclude recycled water from water conservation/efficiency requirements.
 Primarily sponsored by several San Diego region interests.
- ▲ Also of potential interest **Updated requirements for urban water management plans:** AB 1654 (Rubio) as supported by ACWA group and AB 1668 (Friedman) which reflects Administration's proposed trailer bill language.

23 112 of 132

Relevant Legislation - Continued

- Next steps for legislation:
 - All bills expected to go to the Assembly Appropriations suspense file what will emerge from Assembly Appropriations remains to be seen.
 - Assembly is working to determine what form of discussions among authors/possibly stakeholders will occur prior to passage of some form of conservation bills out of the Assembly by June 2.
 - On a concurrent track, the Assembly budget subcommittee heard the Administration trailer bill item and left it open, noting that if the policy track does not bear fruit, the item may still be considered via the budget process.

113 of 132

AB 574 – WateReuse-Sponsored Bill: Potable Reuse^{No. 10} Update

- ▲ **AB 574** (Quirk) is a WateReuse-sponsored measure that would clarify and update statute pertaining to definitions of potable reuse
 - NBWRA previously responded to WateReuse request for support letters
- ♦ The bill proposes to:
 - Eliminate confusing statutory definitions for "indirect" and "direct" potable reuse
 - Create distinguishing subcategories of potable reuse, including groundwater augmentation, reservoir augmentation, raw water augmentation and treated water augmentation
 - Requires the State Board to adopt statewide regulations for potable reuse for raw water augmentation
- ◆ To date, AB 574 is enjoying a relatively easy path through the Assembly policy committee process having had no "no" votes in two committees. It is now in Appropriations.

25 **114 of 132**

SWRCB Workshops on CWSRF Funding

- ◆ The Division of Financial Assistance is planning three workshops to discuss the current status of the Clean Water State Revolving Fund Program (CWSRF/Program) and solicit input from the public and stakeholders on how to manage the demands on the Program given its resources to achieve the best water quality results for California.
- The closest workshop is in Oakland on Thursday, July 13 from 1 to 3:30 p.m.
 - Location yet to be announced

26 115 of 132

Under Discussion: NBWRA State-level Tours

- ♦ NBWRA Consultants/Staff discussing possible 2017 tours for:
 - SWRCB Board members Moore and Esquivel
 - Legislative tour for new NBWRA area members and/or new staff including Aguiar-Curry

27 116 of 132



Engineering and Environmental ServicesPublic Outreach

Item 11



Engineering Services

- Phase 2 Feasibility Study Report
 - Revised all sections to incorporate MMWD and American Canyon
 - No changes to existing agencies information
 - New agencies reviewed their information, SCWA provided oversight
 - Meeting on May 11th with Reclamation to discuss Report review process

29 118 of 132

Engineering Services

- Phase 2 Construction Grant Application
 - Anticipate FOA's for both new and existing grant programs this year
 - Budget remaining in Task 5: Phase 2 <u>Study</u> <u>Grant</u> Application & Management
 - Some remaining budget reserved for Study Grant closeout
 - FY17/18 budget includes Task 5 budget increase to do the Construction Grant application

30 119 of 132

Environmental Services

- Phase 2 EIR/EIS -- Overview
 - EIR/EIS Scoping: Late May-June, 2017
 - Including issuance of notices, public meetings, scoping report
 - EIR/EIS
 - Internal NBWRA Team EIR/EIS Review: September, 2017
 - Draft EIR/EIS: Early November, 2017
 - Final FIR/FIS:
 - CEQA Certification: April-June, 2018
 - NEPA ROD: June, 2018
 - SHPO Section 106 Consultation: May, 2018
 - USFWS Section 7 Consultation: May, 2018

31 120 of 132

Environmental Services

- Phase 2 EIR/EIS 3-Month Look Ahead
 - EIR/EIS Project Description based on final Title XVI Project List: end of May
 - AB52 & Section 106 [Tribal] Consultation: Currently underway
 - Five Tribal Organizations identified
 - Members Agencies also vetted for AB52 requests due diligence
 - AB52/Section 106 Consultation Letters briefly describing the project and invitation to consult
 - EIR/EIS Scoping: Late May-June
 - NEPA Notice of Intent Team review May 2nd week
 - CEQA Notice of Preparation under CEQA, Team review May 2th week
 - Issuance of notices and public meetings Anticipate 5 public meetings in June
 - Marin Co. (Novato)
 - Sonoma (Petaluma, Sonoma)
 - Napa Co. (Napa, American Canyon)
 - EIR/EIS Technical Analyses: June-August, Admin Draft Sept.
 - Next Board Meeting in August: Update on Scoping/Key Technical Issues

32 **121 of 132**

Public Outreach

- NBWRA Title XVI Program website was updated
- Coordination with ESA: Scoping Meetings for Phase 2 Feasibility Study EIR/EIS

33 **122 of 132**



New Water Management Program

Item 12



North Bay Water Reuse Authority

TITLE XVI PROGRAM

Phase 1 Project Implementation Anticipated Completion 2018

Phase 2 Feasibility Studies Anticipated Completion 2018

Phase 2 Project Implementation Anticipated Initiation 2018

NEW WATER MANAGEMENT PROGRAM

Drought Contingency Plan Proposed Initiation 2017

Basin Study Proposed Initiation 2017

Surface, Groundwater and Stormwater Management Issues Outside of Title XVI

New Water Management Program: Proposed Studies

- North Bay Drought Contingency Plan
 - Grant Application submitted February 2017
 - Anticipated response from Reclamation in June 2017
- North Bay Watersheds Basin Study
 - Letter of Interest submitted in January 2017
 - Letter Proposal submitted in March 2017
 - Anticipated response from Reclamation in June 2017

	Agency	Studies Ongoing or Completed in 2016	1. 10
 Multiple agencies contributed information 	Sonoma County Water Agency (SCWA)	In-Kind Labor (Staff Resources)	Item No.12/2000
		-2015 Urban Water Management Plan (2016)	\$24,000
		-Design and construction of a Nested Groundwater Monitoring Well and Test Well in the Sonoma Valley	\$158,000
		-Sonoma Valley Groundwater Flow model	\$12,000
		-Hydrogeologic Study of the Petaluma Valley Groundwater Basin by the United States Geological Survey	\$92,000
		-Nathanson Creek Streamflow Gauge	\$53,000
	Marin County	-Novato Creek Watershed Hydraulic Study and Alternatives Analysis	\$300,000
		-Novato Creek HEC-HMS Model	\$100,000
		- Gallinas Watershed Program Final Report 2016	\$45,000
		-Upper Gallinas Creek Restoration Opportunities 2016	\$24,500
		- Lower Gallinas Creek Sea Level Rise Vulnerability Assessment 2016	\$18,000
		-McInnis Marsh Feasibility Study 2016 (funded by SCC)	\$90,000
		2017 Marin Shoreline Sea Level Rise Vulnerability Assessment (funded by SCC)	\$570,000
Not all is used	Napa County	Napa Valley Groundwater Sustainability 2016 Basin Analysis Report	\$635,000
some labor is	North Marin Water District	2015 Urban Water Management Plan	\$40,000
	Marin Municipal Water District	-2015 Urban Water Management Plan (2016)	\$112,200
		- Water Resources Plan 2040	\$511,800
		2015 Urban Water Management Plan Water Demand Analysis and Water Conservation Measures Update. 2016.	\$57,600
• "Reserve"	City of Nicos	-2015 Urban Water Management Plan (2016)	\$14,000
		-Master Plan for Reservoir and Watershed Operations	272700
available if study	City of Napa	-Napa Valley Groundwater Sustainability – Basin Analysis Report	\$1,000
costs increase during preparation of		-Study of the Hennessey and Milliken Watersheds	168000
	Petaluma	-Petaluma Valley Groundwater Study (ongoing, Petaluma share of costs that are not used to match other federal funds)	\$335,500
the POS	American Canyon	-2015 UWMP (2016)	\$169,390
	, and the second	- Recycled Water Master Plan	\$56,443
	NBWRA	In-Kind Labor/Consultants	126 of \$132000
	Total		\$4,294,133

New Water Management Program: Membership Materials and Budget

- Draft Materials
 - Draft Membership Brochure and Invitation Letter are pending news of Basin Study and DCP awards
 - Informs potential members who are interested in Basin Study, DCP and surface, groundwater and stormwater management
- Proposed Budget
 - Is based on an annual General Membership fee
 - Proposes to leverage local cost-share contributions in the proposed Basin Study and DCP

Next Steps

- New Water Management Program
 - Will proceed when Basin Study and DCP grants are announced
 - More information forthcoming via email updates and at August 28, 2017 meeting



Items for Future Discussion & Action

Item 13



Next Meeting: August 28, 2017

Draft Agenda

- - Regular reports
 - Status of Reclamation review of Feasibility Study
 - Phase 2 construction grant application
 - EIR/EIS update
- New Water Management Program
 - Basin Study and DCP information
 - Membership materials and budget

41 130 of 132



Comments from Chair and Board Members

Item 14





