



NORTH BAY WATER REUSE PROGRAM

Expanding Water Supplies with Regional Reuse

BOARD OF DIRECTORS MEETING

AGENDA

**Monday, August 28, 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: **1988**
<https://Conferencing2.brwncaid.com/conference/1988>

- 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)**
- 5. Board Meeting Minutes of May 22, 2017 (2 minutes)**
(The Board will consider approving the minutes from the May 22, 2107 Board meeting.)
- 6. Report from the Chair (10 minutes)**
(The Chair will report on the following items.)
 - 6.a Consultant Progress Reports**
 - 6.b Financial Reports**

**Action
Pages 5 – 8**

**Information and
Discussion
Pages 12 - 26
Pages 27 - 52**

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

County of Marin • Las Gallinas Valley Sanitary District • Novato Sanitary District • Marin Municipal Water District • North Marin Water District • Sonoma County Water Agency
City of Petaluma • Sonoma Valley County Sanitation District • County of Napa • Napa Sanitation District • City of American Canyon

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| Information and Discussion
Pages 53 – 54 | 7. Board Information Requests (2 minutes)
(The Board will be provided with a brief update on their information requests.) |
| Action
Pages 55 – 57 | 8. Proposed FY2017/18 Budget Amendment (10 minutes)
(The Board will consider and approve a budget amendment to provide funds for a second WaterSMART Construction Grant Application in FY2017/18.) |
| Action
Pages 58 – 141 | 9. Proposed Revisions to the Memorandum of Understanding (10 minutes)
(The Board will consider approving revisions to the Memorandum of Understanding and authorize its consideration and approval by the Member Agencies.) |
| Discussion
Pages 142 - 146 | 10. Phase 1 Reconciliation and Closeout (10 minutes)
(The Board will review the process and schedule for final reconciliation of Phase 1 cost sharing and closeout of WaterSMART Grants.) |
| Information
Pages 147 – 155 | 11. Program Development, Federal, and State Advocacy Update (15 minutes)
(The Board will be updated on Program Development, Federal and State Advocacy activities.) |
| Information
Pages 156 – 164 | 12. 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 165 - 171 | 13. New Water Management Program (15 minutes)
(The Board will be updated on and discuss a proposed New Water Management Program.) |
| Discussion
Pages 172 – 173 | 14. Items for Future Discussion and Action (5 minutes)
(The Board will consider items for future discussion and action.) |
| Information
Page 174 | 15. 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 175 | 16. Adjournment (1 minute)
(The Chair and Board will adjourn the meeting in the memory of John Schoonover.) |

Next Board Meeting Monday, December 4, 2017, 9:30 A. M., Novato City Hall
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NBWRA Board Meeting

August 28, 2017



Today's Agenda

- 💧 Items 1-5: Meeting Business
- 💧 Item 6: Report from the Chair
- 💧 Item 7: Board Information Requests
- 💧 Item 8: FY 2017/18 Budget Amendment Request
- 💧 Item 9: Proposed MOU Revisions
- 💧 Item 10: Phase 1 Reconciliation and Closeout
- 💧 Item 11: Program Development, Federal and State Advocacy
- 💧 Item 12: Engineering, Environmental Services and Public Outreach
- 💧 Item 13: New Water Management Program
- 💧 Item 14: Items for Future Discussion and Action
- 💧 Item 15: Comments from Chair and Board Members
- 💧 Item 16: Adjourn

**North Bay Water Reuse Authority
Board of Directors Meeting
Minutes
May 22, 2017**

1. Call to Order

Chair Rabbitt called the meeting to order at 9:36 a.m. on Monday, May 22, 2017 at the Novato Sanitary District, 500 Davidson Street, Novato, CA. Consultants and others who were unable to attend participated via telephone, 1 (602) 567-4030, access code 1998; and the internet at: <https://Conferencing2.brwnclad.com/conference/1988>

2. Roll Call

PRESENT:	David Rabbitt, Chair	Sonoma County Water Agency
	Jill Techel, Vice Chair	Napa Sanitation District
	Jack Baker	North Marin Water 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
	Bill Long	Novato Sanitary District
	Brad Wagenknecht	Napa County

ABSENT: Marin County

OTHERS

PRESENT:	Chuck Weir, Program Manager	Weir Technical Services
	Kevin Booker	Sonoma County Water Agency
	Ginger Bryant	Bryant & Associates
	Dave Davis	ESA
	Grant Davis	Sonoma County Water Agency
	Robin Gordon	Data Instincts
	Rene Guillen	Brown and Caldwell
	Tim Healy	Napa Sanitation 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	Sonoma County Water Agency
	Paul Sellier	Marin Municipal Water District
	Jeff Tucker	Napa Sanitation District

Rocky Vogler
Leah Walker
Mark Williams

North Marin Water District
City of Petaluma
Las Gallinas Valley Sanitary District

3. Public Comments

There were no comments from the public

4. Introductions

Introductions were not made.

5. Board Meeting Minutes of March 27, 2017.

A motion by Director Gibson, seconded by Director Baker, to approve the minutes of the March 27, 2017 meeting was unanimously approved.

6. Report from the Chair

a. Consultant Progress Reports

The Board reviewed the consultant progress reports for March and April 2017.

b. Financial Reports

The Board reviewed the Financial Reports for the period ending April 30, 2017.

7. Board Information Requests

Chair Rabbitt reported that there are no Board information requests at this time.

8. Proposed FY2017/18 Title XVI Program Budget

Chair Rabbitt reported on the two options that were discussed in detail at the March 27, 2017 meeting. At that time the Board provided direction in support of Alternative 2: the Limited Program. A motion by Vice Chair Techel, seconded by Director Long to approve Alternative 2 for the FY2017/18 Title XVI Program Budget was unanimously approved, with director Gorin abstaining.

With the approval of the FY2017/18 Budget, proposed quarterly meeting dates are:

August 28, 2017

November 27, 2017 (This date is subject to change due to conflicts)

February 26, 2018

May 21, 2018 (Due to Memorial Day Holiday)

9. Proposed Revisions to the Memorandum of Understanding

The Program Manager provided a summary of the recommended changes to the Memorandum of Understanding (MOU). He suggested that if agencies were in the process of reviewing the recommended changes that they should provide them by May 31, 2017. If they have not yet begun their review, it would be more efficient to wait for the next version to review. The intent is to have a second draft available for review in June such that a final version can be presented to the Board at the August 28, 2017 meeting. If the Board approves the revisions, then then, each agency will need to approve the revised MOU and it would become official once two thirds of the agencies have signed it. Board and TAC members asked for assurances that the revisions would include the following: timely exit for Phase 1 agencies to drop to the Associate Member

level, and Phase 2 cost reconciliation at the completion of the Phase 2 projects. The Program Manager was also asked to provide a summary of the proposed changes for agencies to use for their Board and Council meetings.

10. 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 noted that they are receiving mixed messages from the new administration. The new WIIN Water Recycling/Title XVI Program for unauthorized projects has been funded at \$10 million. A Funding Opportunity Announcement (FOA) is likely to be issued in June 2017. The Office of Management and Budget has requested advice on making the program more efficient.

Pilar Oñate-Quintana provided a summary of State Advocacy activities. She reported that the Administration has released the final draft of Making Water Conservation a California Way of Life. She summarized the five primary conservation bills of interest to NBWRA. AB 574 (Quirk) is a WaterReuse sponsored bill intended to clarify and update statutes pertaining to definitions of potable reuse. The bill is currently in appropriations. The State Water Board is holding three workshops on the State Revolving Fund Intended Use Plan. Several Board and TAC members expressed concern with the Plan and wanted to make sure that purple pipe projects continue to be eligible for funding and that recycled water is excluded from conservation requirements. There will be a workshop in Oakland on July 13, 2017 on this topic. Director Glass noted that City of Petaluma finances its projects through the sale of recycled water. Leah Walker offered to provide letters from Bay Area Clean Water Agencies (BACWA) and the Western Recycled Water Coalition. Grant Davis also noted that NBWRA needs to push for criteria that support multiple small and medium sized projects that provide many benefits and not just base criteria on total yield. State-level tours are currently under discussion to include State Water Board members Moore and Esquivel and legislative tours for area member and/or new staff.

11. Engineering, Environmental, and Public Involvement Services Report

Mike Savage provided a summary on the Phase 2 Feasibility Study Report. He noted that all sections have been revised to include Marin Municipal Water District and City of American Canyon. They will be meeting on May 11, 2017 with USBR to discuss the Report review process. He anticipates FOAs for new and existing grant programs this year.

Jim O'Toole provided a summary of the plans for completing the EIR/EIS by June 2018. EIR/EIS scoping meetings will be held in late May and June in Novato, Petaluma, Sonoma, Napa, and American Canyon. An administrative draft should be available in September 2017. At the August 28, 2017 Board meeting there will be an update on scoping and key technical issues.

12. Review of Water Management Program

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. She thanked the member agencies for the information they provided for developing the Basin Study and Drought Contingency Plan application that has been submitted. She noted that a FY2017/18 budget for

this program is in development and will depend on grants that are received. The funding is through WaterSMART, but is not part of Title XVI.

13. Items for Future Discussion and Action

Kevin Booker noted that the Water Agency needs to enter into an agreement with USBR for its costs for administering the Phase 2 program. That agreement will be on the August 28, 2017 Board Agenda. Other items for that meeting include the revised MOU, USBR review of the Feasibility Study, Phase 2 construction grant application, and an EIR/EIS Update.

14. Comments from Chair and Board Members

There were no additional comments.

15. Adjournment

Chair Rabbitt adjourned the meeting at 11:00 a.m. The next meeting will be Monday, August 28, 2017, 2017 at 9:30 a.m. at Novato City Hall Council Chambers.

Minutes approved by the Board _____.

Charles V. Weir
Program Manager

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Report from the Chair

Item 6



NBWRA Reports

- See Packet for
 - Consultant Activity Reports
 - Financial Report

Title XVI Program Meeting Dates

- Quarterly meeting dates are:
 - August 28, 2017
 - December 4, 2017
 - February 26, 2018
 - May 21, 2018 (Due to Memorial Day holiday)

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

Bryant & Associates ~ Program Development

- Coordinated with Mid-Pacific Title XVI program manager and Study Team for final submittal of the Phase 2 Feasibility Study
- Participated in monthly team management call
- Coordinated with Pilar Onate-Quintana on bills moving through the State Legislature
- Coordinated with consulting team on preparation of the NBWRA Board Meeting packet
- Prepared for and attended NBWRA Board meeting in Novato
- Activities in coordination with The Ferguson Group:
 - Continued coordination regarding WIIN Act Implementation and Title XVI program funding

The Ferguson Group ~ Federal Advocacy

- **WaterSMART Funding.**—TFG consulted with North Bay on delays in announcements associated with the FY 2017 grant funding for basin studies and drought contingency plans.
- **Fiscal Year 2017 and 2018 Appropriations.**—TFG continued to advocate for robust funding levels in FY 2017 and FY 2018 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 successfully 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. The final bill, signed into law on May 5th, included \$24.4 million for Title XVI and an extra \$10 million for the new WIIN authorized water recycling grant program. The president's FY 2018 budget request was also released this month. The budget proposal included \$21.5 million for Title XVI projects, \$23.4 million for WaterSMART grants, \$5.2 million for basin studies and \$3.25 million for drought response.
- **Phase 2 Authorization.**—TFG continued work on options to address the Phase 2 authorization ambiguities.
- **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 above).
- **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 call.
- Continued discussions with NBWRA staff regarding state board and legislative member tours.
- Participated in WaterReuse discussions/communications re: conservation bills.
- Participated in WaterReuse Leg/Reg call in May.
- Participated in ACWA lobby meetings and legislative committee meeting.
- Prepared slides for and participated in NBWRA May board meeting (via phone).
- Contacted SWRCB staff regarding ag use treatment under proposed conservation requirements process.

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

Bryant & Associates ~ Program Development

- Coordinated with Mid-Pacific Title XVI program manager and Study Team to get final Phase 2 Feasibility Study comments approved and accepted by USBR Denver
- Participated in monthly team management call
- Coordinated with Pilar Onate-Quintana on bills moving through the State Legislature
- Prepared for and attended NBWRA tour with SWRCB member Joaquin Esquivel
- Prepared for and attended NBWRA Board meeting in Novato
- Activities in coordination with The Ferguson Group:
 - Continued coordination regarding WIIN Act Implementation and Phase 2 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 Reclamation to ensure that North Bay’s Phase 2 project would be deemed eligible to compete for the available FY 2017 funding. Meetings were held with senior officials at Reclamation, the Office of Senator Dianne Feinstein, the Ranking Member on the Senate Energy and Water Development Appropriations Subcommittee, and key committee staff to help advance the interests of North Bay.
- **Fiscal Year 2017 and 2018 Appropriations.**—TFG continued to advocate for robust funding levels in FY 2017 and FY 2018 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. The president’s FY 2018 budget request was also released this month. The budget proposal included \$21.5 million for Title XVI projects, \$23.4 million for WaterSMART grants, \$5.2 million for basin studies and \$3.25 million for drought response. On Wednesday, June 28th, the House Appropriations Subcommittee on Energy and Water Development approved its version of the FY 2018 spending bill and included an extra \$10 million for implementation of the newly authorized WIIN Act Title XVI authority.
- **H.R. 434, the New Water Act, and other Federal Infrastructure Proposals.**—TFG continued to work 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 Governor's office meeting and conducted follow up re: issue of excluding ag water from conservation requirements.
- Participated in monthly government affairs team call.
- Continued discussions with NBWRA staff regarding state board and legislative member tours. Assisted with letter to Asm. Aguiar-Curry.
- Participated in WaterReuse discussions/communications re: conservation bills. Raised bond bill letter issue during WaterReuse legislative meeting.
- Provided information re: ACWA request for letter on water loss requirements/ recycled water. Assisted with draft letter.

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

Bryant & Associates ~ Program Development

- Coordinated with Mid-Pacific Title XVI program manager to get final Phase 2 Feasibility Study approved for list of projects able to complete under WIIN FOA
- Coordinated with Pilar Onate-Quintana on bills moving through the State Legislature
- Prepared draft slides for August Board Meeting
- Activities in coordination with The Ferguson Group:
 - Continued coordination regarding WIIN Act Implementation and Phase 2 Title XVI program funding

The Ferguson Group ~ Federal Advocacy

- **Fiscal Year 2018 Appropriations.**—TFG continued to advocate for robust funding levels in the FY 2018 appropriations process 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. Just one month after the release of the FY 2018 budget request, House and Senate appropriators moved quickly to approve the Fiscal Year 2018 Energy and Water Development Appropriations bills. The budget proposal included \$21.5 million for Title XVI projects, \$23.4 million for WaterSMART grants, \$5.2 million for basin studies and \$3.25 million for drought response. The House and Senate included extra funds for Title XVI projects, including an extra \$10 million for implementation of the newly authorized WIIN Act Title XVI authority. The House and Senate both increased funding for drought response and approved the budget request for basin studies. Overall, the Senate came in at a higher level for the Bureau of Reclamation: \$1.3 billion, \$190 million above the President's request. The House bill includes an extra \$131 million above the budget request.
- **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 Reclamation to ensure that North Bay's Phase 2 project would be deemed eligible to compete for the available FY 2017 funding.
- **H.R. 434, the New Water Act, and other Federal Infrastructure Proposals.**—TFG continued to work 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

On vacation – July report will be submitted as a combined July-August Invoice and Activity Summary.



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

ACTIVITIES: APRIL 28, 2017 THROUGH MAY 25, 2017

TASK 1 WORKSHOPS/PUBLIC OUTREACH/MGT

1.1 Workshops

- Attended and presented at May 22, 2017 Board meeting n

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.
- Provide project information to Board members as requested.
- Assisted in preparing informational materials for new Water Management Program positioning: letter/brochure/Web info for perspective new members.
- Assisted in preparing materials for the 5/22/17 Board meeting. Attend meeting.
- Assist with preparing cover for Feasibility Report.
- Begin coordination with ESA on planning and noticing upcoming EIR scoping meetings.

1.4 Administration

- Performed project invoicing and developed activities report

TASK 2 TITLE XVI FEASIBILITY STUDY/REPORT

- Updated all sections of the report to incorporate the addition of Marin MWD and the City of American Canyon
- Received review by SCWA of the revised report sections
- Reviewed the draft report with Reclamations
- Developed a summary document to assist Reclamation review based on the meeting
- Completed all revisions and provided a review copy to Reclamation

TASK 3 ENVIRONMENTAL EVALUATION

- Weekly conference calls with SCWA to discuss activities
- Development of environmental workplan and schedule
- Native American Outreach letter

TASK 4 FINANCIAL CAPABILITIES DETERMINATION

- No Activity

TASK 5 PHASE 2 GRANT APPLICATION AND MANAGEMENT

- No Activity

TASK 6 PHASE 1 SERVICES

- No activity



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

ACTIVITIES: MAY 26, 2017 THROUGH JUNE 30, 2017

TASK 1 WORKSHOPS/PUBLIC OUTREACH/MGT

1.1 Workshops

- Conference calls regarding future meetings and strategy

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.
- Provide project information to Board members as requested.
- Assisted in preparing informational materials for new Water Management Program positioning: planning info for perspective new members.
- Prepare materials for and participate on June 26 tour
- Coordination with ESA on planning and noticing upcoming EIR scoping meetings, (including Spanish translation of noticing info)
- Coordinate updates to NBWRP website and materials related to NOP release.

1.4 Administration

- Update budgets to reflect new contract amendments
- Provided summary data to SCWA for contract amendments
- Performed project invoicing and developed activities report

TASK 2 TITLE XVI FEASIBILITY STUDY/REPORT

- Updated section of the report
- Developed draft final feasibility Study Report
- Submitted draft reports to Reclamation for their review
- Submitted responses to Reclamation to SCWA for comment
- Held webmeeting with Reclamation to discuss responses to comments
- Submitted final report to Reclamation
- Technical support to Task 3 responding to questions and providing clarifications of the project descriptions

TASK 3 ENVIRONMENTAL EVALUATION

- Weekly conference calls with SCWA to discuss activities
- Development of environmental workplan and schedule
- Draft and Final Native American Outreach Letter AB52

- Initial consultation with Reclamation re Section 106
- Database review of sensitive cultural resource locations
- Draft and final NOI and coordination with Reclamation re publication in Federal Register
- Draft Notice of Preparation and review by project team
- Review and coordination of draft newspaper notices
- Review and identification of NOP circulation/ mailing list
- Draft project description and alternatives development
- Draft biological assessment development

TASK 4 FINANCIAL CAPABILITIES DETERMINATION

- No Activity

TASK 5 PHASE 2 GRANT APPLICATION AND MANAGEMENT

- No Activity

TASK 6 PHASE 1 SERVICES

- Reviewed of all Phase 1 grant applications versus construction by agency
- Developed summary of findings for SCWA
- Developed draft materials for SCWA to convey to each agency for review of Phase 1 implementation.



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

ACTIVITIES: JUNE 30, 2017 THROUGH JULY 27, 2017

TASK 1 WORKSHOPS/PUBLIC OUTREACH/MGT

1.1 Workshops

- Developed initial draft of August Board meeting presentation
- Attended conference calls to coordinate input
- Sent requests for input to presentation to subconsultant team and to SCWA

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.
- Provide project information to Board members as requested.
- Assisted in preparing informational materials for new Water Management Program positioning: planning info for perspective new members.
- Coordination with ESA on planning and noticing upcoming EIR scoping meetings and preparing materials for the Scoping Meetings in August.
- Coordinate updates to NBWRP website and materials related to NOP release.

1.4 Administration

- Update budgets to reflect new contract amendments
- Provided summary data to SCWA for contract amendments
- Performed project invoicing and developed activities report

TASK 2 TITLE XVI FEASIBILITY STUDY/REPORT

- Feasibility Study approved as final by Reclamation on June 29th and conveyed to WDC to make Phase 2 eligible for WaterSMART grants
- Currently making the report ADA compliant as required by SCWA contract requirements

TASK 3 ENVIRONMENTAL EVALUATION

- Finalization and distribution of Notice of Preparation
- Project description refinement
- Prepare for scoping meetings
- Create template for section authors
- Cultural resources assessment and site risk
- Meetings/communications with City of Petaluma and American Canyon regarding cultural resource issues

- Draft biological assessment development
- Weekly conference calls with SCWA to discuss activities

TASK 4 FINANCIAL CAPABILITIES DETERMINATION

- No Activity

TASK 5 PHASE 2 GRANT APPLICATION AND MANAGEMENT

- Activities for the WaterSMART Implementation Grant application
 - Developed the framework of the WaterSMART grant application
 - Contacted the member agencies requesting projects to be put into the application
 - Developed the framework of the grant application and used Phase 1 materials to initiate the general discussions
 - Created new executive summary based on the approved feasibility study
 - Adapted the costs tables, economic tables and financial analysis tables from the feasibility study
 - Adapted figures from the feasibility study and created new figures
 - Attended conference calls with member agencies

TASK 6 PHASE 1 SERVICES

- Developed final materials and conveyed to each agency for review of Phase 1 implementation.
- Final responses from agencies due August 1, 2017

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

May 2017 Progress Report

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

- Drafted May 22, 2017 Board agenda and sent to Chair for review. Revised based on comments received.
- Prepared and distributed May 22, 2017 Board agenda packet.
- Distributed Agenda for Brown Act posting and monitored responses.
- Revised May 22, 2017 Board agenda packet to include updated consultant progress reports and updated financial reports. Distributed same.
- Prepped for and attended May 22, 2017 Board meeting.
- Reviewed letters from BACWA and other organizations regarding the SWRCB Intended Use Plan and distributed same to Board and TAC.
- Email communication with City of Novato regarding meeting scheduling and contact information.
- Reviewed news articles distributed by outreach consultant.
- Updated distribution lists.
- Sent email to new Agency attorney and noted the MOU is being revised.

2.2 Task 2: Financial Management

- Updated consultant cost tracking 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 April 2017 invoice for Program Management Services and updated accounting files.

2.5 Task 5: Governance Issues

- Reviewed comments from MOU work group on revised version of MOU and created an updated version for the groups review.
- Finalized revised MOU in pdf and word versions and sent to Board and TAC for review.
- Responded to questions and comments on the MOU from member agencies. Revised MOU for Board agenda packet.
- Created PowerPoint slides for Board meeting presentation.
- Reviewed additional comments from member agencies and forwarded to work group.
- Discussed the MOU changes with Board member via telephone.

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

June 2017 Progress Report

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

- Assisted Agency staff with obtaining receipts for room rental from City of Novato.
- Drafted minutes from May 22, 2017 Board meeting and distributed for review. Edited minutes based on suggested modifications.
- Sent Outlook appointments for Board meetings in August 2017, February 2018, and May 2018 and monitored responses.
- Updated distribution lists.
- Sent notice for State Water Board State Revolving Fund Workshop in Oakland on July 13, 2017.
- Reviewed news articles distributed by outreach consultant.
- Responded to request from member agency regarding issues related to having a forcemain within a tidal marsh. Researched agreement developed between East Bay Dischargers Authority and Department of Fish and Game and forwarded to member agency.

2.2 Task 2: Financial Management

- Assisted Agency staff with ratings from consultant selectin process for Phase 2. Sent rating sheets from member agencies. Responded to additional information request and send all related files to Agency staff.

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

- Reviewed proposed amended agreement for Program Management services through June 30, 2018. Additional review of suggested changes from Agency legal counsel. Signed signature page and returned to agency. Received fully executed agreement.
- Prepared and submitted May 2017 invoice for Program Management Services and updated accounting files.
- Set up invoicing system for FY2017/18.
- Prepared and submitted June 2017 invoice for Program Management Services and updated accounting files.

2.5 Task 5: Governance Issues

- Modified March 25, 2013 version of MOU by alphabetizing definitions and adding line numbers to make review of modified MOU more efficient. Composed email to work group with rationale for making changes and distributed revised MOU. Monitored responses supporting the change.

- Made modifications to revised MOU using all changes in May 3, 2017 version.
- Reviewed all written and verbal comments received to date on May 3, 2017 revision and incorporated comments and suggestions. Made additional minor changes for clarification. Sent latest version dated June 27, 2017 to work group for review.

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

July 2017 Progress Report

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

- Monitored responses to Outlook appointments for Board meetings.
- Updated distribution lists.
- Sent notice for State Water Board State Revolving Fund Workshop in Oakland on July 13, 2017.
- Reviewed news articles distributed by outreach consultant. Noted appointment of Grant Davis as Director of Department of Water Resources and send congratulatory email.
- Reviewed legislative updates distributed by state lobbyist, including AB1667.
- Forwarded information on “Imagine a Day Without Water 2017” to member agencies.
- Reviewed notice of Funding Opportunity from USBR.
- Reviewed Water Bond Coalition meeting summary as well as draft and final letters commenting on SB5 and AB18.

2.2 Task 2: Financial Management

- Reviewed refund notices to member agencies due to contributions from new members.

2.3 Task 3: Project Support and Review

- Reviewed and commented on draft PowerPoint for Scoping Sessions for Phase 2 EIR/EIS. Drafted list of talking points to act facilitator.

2.4 Task 4: Program Planning

- No tasks were conducted during this period.

2.5 Task 5: Governance Issues

- Modified June 27, 2017 version of revised MOU to incorporate comments from Agency Counsel, Board and TAC members, and MOU Workgroup. Drafted summary memo to accompany revised MOU to member agencies. Sent all to MOU Workgroup for final review.
- Made final modifications to July 17, 2017 version of revised MOU. Created edited and clean versions of the MOU in MS Word and pdf. Distributed all files including summary memo to Board and TAC requesting comments by August 14, 2017.

ITEM NO. 6.b FINANCIAL REPORTS

The Financial Reports consist of the following three items:

1. **Item No. 6.b.1** Consultant Cost Tracking for FY2016/17 through June 30, 2017. This document includes all costs for the three year period FY2014/15, FY2015/16, and FY2016/17. It should be noted that a similar document for FY2017/18 has not yet been created pending the approval of the FY2017/18 Budget Amendment in Agenda Item No. 8.
2. **Item No. 6.b.2** Water Agency Trust Worksheet for the three year period ending June 30, 2017.
3. **Item No. 6.b.3** Water Agency Trust Worksheet for FY2017/18. There are substantial differences from the previous trust worksheet due to the revisions to the cost sharing for FY2017/18. Jake Spaulding will discuss this item at the meeting.

North Bay Water Reuse Authority

August 23, 2017

Consultant Cost Tracking

Fiscal Year 2014/15 through Fiscal Year 2016/17

FY2014/15, FY2015/16, and FY2016/17 have been approved	Apr-17	May-17	Jun-17	FY14/15 Final	FY15/16 Final	FY16/17 YTD	3 FY Total	Amount Remaining	Percent Remaining	Approved 5/19/14	Approved 4/27/15	Approved 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	2,388		8,064	36,495	72,241	18,168	126,904	70,715	35.78%	72,628	77,998	46,993	197,619
Program Development (40% of \$190,200 total) - Bryant	6,007	6,041	6,157	81,743	76,346	75,183	233,272	(5,032)	-2.20%	76,080	76,080	76,080	228,240
Federal Advocacy (30% of \$88,000 total) - TFG sub to Bryant	3,353	2,575	2,561	27,979	32,042	32,761	92,783	34,417	27.06%	26,400	50,400	50,400	127,200
Total Costs for Phase 1 Support	11,748	8,616	16,782	166,340	180,629	126,112	473,081	100,100	18.10%	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	9,010	9,062	9,236	112,885	114,519	112,774	340,177	2,183	0.64%	114,120	114,120	114,120	342,360
Federal Advocacy (70% of \$88,000 total) - TFG sub to Bryant	7,823	6,008	5,975	59,228	74,765	75,423	209,415	(615)	-0.29%	61,600	85,600	61,600	208,800
Total Costs for Phase 2 Support	16,833	15,070	15,211	172,112	189,284	188,197	549,593	1,567	0.28%	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	82,694	42,875	91,356	460,660	874,799	561,697	1,897,156	897,604	32.12%	823,335	907,636	1,063,789	2,794,760
SCWA Administration, Grants, and EIR/EIS	11,572	13,795	14,515	32,013	41,447	104,550	178,009	221,991	16.91%	116,836	132,205	150,958	400,000
Total Costs for Study	94,266	56,670	105,871	492,673	916,245	666,246	1,408,919	1,785,841	58.67%	940,171	1,039,841	1,214,747	3,194,760
Total Costs for Phase 2	111,100	71,740	121,082	664,786	1,105,530	854,443	2,624,758	(269,305)	-11.43%	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	3,320	5,139	3,680	46,917	51,582	43,939	142,438	41,312	22.48%	70,500	75,500	37,750	183,750
State Advocacy - The Onate Group (Sub to Bryant)	3,700	3,700	3,700	36,000	36,000	44,400	116,400	-	0.00%	36,000	36,000	44,400	116,400
SCWA Administration	6,638	7,242	11,089	73,702	152,302	79,064	305,068	99,932	31.78%	135,000	135,000	135,000	405,000
Total Costs for Joint Use	13,658	16,082	18,469	156,619	239,884	167,403	563,906	141,244	26.53%	241,500	246,500	217,150	705,150

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.

Total Costs										FY2014/15	FY2015/16	FY2016/17	3-Year Total
Weir	3,320	5,139	3,680	46,917	51,582	43,939	142,438	41,312	22.48%	70,500	75,500	37,750	183,750
Bryant & Associates	29,893	27,386	27,629	308,725	333,672	340,540	982,938	40,062	3.92%	314,200	362,200	346,600	1,023,000
Brown & Caldwell	85,082	42,875	99,420	494,736	947,040	579,865	2,021,641	970,738	32.44%	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	18,211	21,037	25,603	105,715	193,749	165,674	465,137	339,863	42.22%	251,836	267,205	285,958	805,000
Total Costs for NBWRA	136,506	96,438	156,333	956,093	1,526,043		2,482,136	1,391,976	27.82%	1,532,499	1,690,539	1,781,090	5,004,129

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

North Bay Water Reuse Authority
Monthly Project Cost Summary
as of June 30, 2017

TOTAL FY 16/17 PROJECT COSTS

Project	Consultant	Original Budget	Amend	Revised Budget	Original Contract	Amend	Total Contract	Uncommitted	Total Expenses	Remaining	% Avail.
Program Management	Weir Technical Services	133,650	(37,750)	95,900	133,650	(37,750)	95,900	-	43,939	51,962	54.2% ¹
Planning, Engineering and Funding Management	B&C	1,569,404	74,789	1,644,193	1,569,404	74,789	1,644,193	-	579,865	1,064,329	64.7% ¹
Program Development and Federal Funding	Bryant & Associates	342,361	24,000	366,361	342,361	32,400	374,761	(8,400)	340,360	34,401	9.2% ¹
SCWA Administration	SCWA	518,483	(135,479)	383,004	518,483	(135,479)	383,004	-	187,765	195,239	51.0% ¹
TOTAL BUDGET		\$ 2,563,898	\$ (74,440)	\$ 2,489,458	\$ 2,563,898	\$ (66,040)	\$ 2,497,858	\$ (8,400)	\$ 1,151,929	\$ 1,345,930	53.9%

Uncommitted indicates either a contract has not been issued, an existing contract has not yet been amended per approved NBWRA FY Budgets, or funds have been released from contract.

1. Carryover from FY15/16 included

FY14/15 & 15/16 Agreement Rollovers

Project	Consultant	Original Budget	Amend	Carryover	Original Contract (remaining)	Amend	Total Contract	Uncommitted	Total Expenses	Remaining	% Avail.
Program Management (Joint Use)	Weir	58,150	-	58,150	58,150	-	58,150	-	43,939	14,212	24.4%
Planning, Engineering and Funding Management PHASE 1	B&C	20,309	-	20,309	20,309	-	20,309	-	18,168	2,141	10.5%
Planning, Engineering and Funding Management PHASE 2	B&C	386,441	-	386,441	386,441	-	386,441	-	386,441	-	0.0%
Program Development and Federal Funding PHASE 1	Bryant & Associates	(4,683)	-	(4,683)	(4,683)	-	(4,683)	-	(7,200)	2,517	-53.7% ¹
Program Development and Federal Funding PHASE 2	Bryant & Associates	8,844	-	8,844	8,844	-	8,844	-	7,200	1,644	18.6% ¹
SCWA Administration Phase 2	SCWA	186,483	-	186,483	186,483	-	186,483	-	104,550	81,934	43.9%
SCWA Administration Joint Use	SCWA	46,042	-	46,042	46,042	-	46,042	-	46,042	-	0.0%
TOTAL BUDGET		\$ 701,586	\$ -	\$ 701,586	\$ 701,586	\$ -	\$ 701,586	\$ -	\$ 599,139	\$ 102,447	14.60%

1. GBA discrepancy is due to FY15/16 error that has been corrected

Phase 1

Project	Consultant	Original Budget	Amend	Revised Budget	Original Contract	Amend	Total Contract	Uncommitted	Total Expenses	Remaining	% Avail.
Grant Applications and Management	B&C	46,993	-	46,993	46,993	-	46,993	-	-	46,993	100.0%
Program Development & Federal Advocacy	Bryant & Associates	102,480	14,400	116,880	102,480	14,400	116,880	-	107,584	9,296	8.0%
TOTAL BUDGET		\$ 149,473	\$ 14,400	\$ 163,873	\$ 149,473	\$ 14,400	\$ 163,873	\$ -	\$ 107,584	\$ 56,289	34.35%

Phase 2

Project	Consultant	Original Budget	Amend	Revised Budget	Original Contract	Amend	Total Contract	Uncommitted	Total Expenses	Remaining	% Avail.
Engineering, Environmental, and Outreach Services	B&C	1,115,661	74,789	1,190,450	1,115,661	74,789	1,190,450	-	175,255	1,015,195	85.3%
Program Development & Federal Advocacy	Bryant & Associates	199,720	9,600	209,320	199,720	9,600	209,320	-	188,377	20,944	10.0%
Administration - Grants and EIR/EIS	SCWA	150,958	(75,479)	75,479	150,958	(75,479)	75,479	-	-	75,479	100.0%
TOTAL BUDGET		\$ 1,466,339	\$ 8,910	\$ 1,475,249	\$ 1,466,339	\$ 8,910	\$ 1,475,249	\$ -	\$ 363,632	\$ 1,111,617	75.35%

Joint Use

Project	Consultant	Original Budget	Amend	Revised Budget	Original Contract	Amend	Total Contract	Uncommitted	Total Expenses	Remaining	% Avail.
Program Management	Weir	75,500	(37,750)	37,750	75,500	(37,750)	37,750	-	-	37,750	100.0%
State Funding / State Outreach	Bryant & Associates	36,000	8,400	44,400	36,000	8,400	44,400	-	44,400	-	0.0%
Admin Agency Services	SCWA	135,000	(60,000)	75,000	135,000	(60,000)	75,000	-	37,174	37,826	50.4%
TOTAL BUDGET		\$ 246,500	\$ (89,350)	\$ 157,150	\$ 246,500	\$ (51,600)	\$ 157,150	\$ -	\$ 81,574	\$ 75,576	48.09%

Total FY16/17 Budget for all Phases	\$1,796,272
Total including rollovers from FY16/17 & amendments	\$2,497,858

2016/17 Budget Allocations

PHASE 1									
<i>Approved by Board May 19, 2014</i> <i>Reapproved FY 15/16 on April 27, 2015</i> <i>Reapproved FY 16/17 on April 25, 2016</i>									
						Sonoma Valley County Sanitation District	Sonoma County Water Agency		North Marin Water District
	Total Budget	Las Gallinas Sanitary District	Napa Sanitation District	Novato Sanitary District				Napa County	
% Share of Benefit (3rd Amended MOU)		7.239%	31.894%	8.611%		27.473%	3.571%	3.571%	17.640%
BUDGETED EXPENSE ITEM									
Grant Applications and Management - B&C	\$ 46,993	\$ 3,402	\$ 14,988	\$ 4,047	\$ 12,910	\$ 1,678	\$ 1,678	\$ 8,290	
Program Development (40% of total) - Bryant	\$ 76,080	\$ 5,507	\$ 24,265	\$ 6,551	\$ 20,901	\$ 2,717	\$ 2,717	\$ 13,420	
Federal Advocacy (30% of total) - TFG sub to Bryant	\$ 40,800	\$ 2,953	\$ 13,013	\$ 3,513	\$ 11,209	\$ 1,457	\$ 1,457	\$ 7,197	
Contingency - included in consultant costs	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
TOTAL CONSULTANT BUDGET	\$ 163,873	\$ 11,863.00	\$ 52,267	\$ 14,111.00	\$ 45,021.00	\$ 5,853.00	\$ 5,853.00	\$ 28,907.00	

PHASE 2										
<i>Approved by Board May 19, 2014</i> <i>Reapproved FY 15/16 on April 27, 2015</i> <i>Reapproved FY 16/17 on April 25, 2016</i>										
	Total Budget	Las Gallinas Sanitary District	Napa Sanitation District	Novato Sanitary District	Sonoma Valley County Sanitation District	Sonoma County Water Agency	Napa County	North Marin Water District	City of Petaluma	Marin Municipal Water District
% Share of Benefit (3rd Amended MOU)		0.000%	35.188%	26.682%	3.911%	10.886%	0.000%	0.000%	23.333%	0.000%
BUDGETED EXPENSE ITEM										
Program Development (60% of total) - Bryant	\$ 114,120	\$ -	\$ 40,156	\$ 30,449	\$ 4,464	\$ 12,423	\$ -	\$ -	\$ 26,628	\$ -
Federal Advocacy (30% of total) - TFG sub to Bryant	\$ 95,200	\$ -	\$ 33,499	\$ 25,401	\$ 3,724	\$ 10,363	\$ -	\$ -	\$ 22,213	\$ -
Engineering, Environmental, and Outreach Services - B&C	\$ 1,190,450	\$ -	\$ 418,892	\$ 317,632	\$ 46,563	\$ 129,591	\$ -	\$ -	\$ 277,772	\$ -
SCWA Administration - Grants and EIR/EIS	\$ 75,479	\$ -	\$ 26,559	\$ 20,139	\$ 2,952	\$ 8,217	\$ -	\$ -	\$ 17,612	\$ -
Contingency	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL CONSULTANT BUDGET	\$ 1,475,249	\$ -	\$ 519,105	\$ 393,621	\$ 57,703	\$ 160,594	\$ -	\$ -	\$ 344,225	\$ -

Joint Use										
<i>Approved by Board May 19, 2014</i> <i>Reapproved FY 15/16 on April 27, 2015</i> <i>Reapproved FY 16/17 on April 25, 2016</i>										
	Total Budget	Las Gallinas Sanitary District	Napa Sanitation District	Novato Sanitary District	Sonoma Valley County Sanitation District	Sonoma County Water Agency	Napa County	North Marin Water District	City of Petaluma	Marin Municipal Water District
% Share of Benefit (3rd Amended MOU)		12.500%	12.500%	12.500%	12.500%	12.500%	12.500%	12.500%	12.500%	0.000%
BUDGETED EXPENSE ITEM										
Program Management - Weir	\$ 37,750	\$ 4,719	\$ 4,719	\$ 4,719	\$ 4,719	\$ 4,719	\$ 4,719	\$ 4,719	\$ 4,719	\$ -
State Advocacy - The Onate Group (Sub to Bryant)	\$ 44,400	\$ 5,550	\$ 5,550	\$ 5,550	\$ 5,550	\$ 5,550	\$ 5,550	\$ 5,550	\$ 5,550	\$ -
SCWA Administration	\$ 75,000	\$ 9,375	\$ 9,375	\$ 9,375	\$ 9,375	\$ 9,375	\$ 9,375	\$ 9,375	\$ 9,375	\$ -
Contingency - included in consultant costs	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL CONSULTANT BUDGET	\$ 157,150	\$ 19,643	\$ 19,644	\$ 19,644	\$ 19,644	\$ 19,644	\$ 19,644	\$ 19,643	\$ 19,644	\$ -

Totals - As Budgeted										
<i>Approved by Board May 19, 2014</i> <i>Reapproved FY 15/16 on April 27, 2015</i> <i>Reapproved FY 16/17 on April 25, 2016</i>										
	Total Budget	Las Gallinas Sanitary District	Napa Sanitation District	Novato Sanitary District	Sonoma Valley County Sanitation District	Sonoma County Water Agency	Napa County	North Marin Water District	City of Petaluma	Marin Municipal Water District
Total Phase 1 FY16/17	\$ 163,873	\$ 11,863	\$ 52,267	\$ 14,111	\$ 45,021	\$ 5,853	\$ 5,853	\$ 28,907	\$ -	\$ -
Total Phase 2 FY16/17	\$ 1,475,249	\$ -	\$ 519,105	\$ 393,621	\$ 57,703	\$ 160,594	\$ -	\$ -	\$ 344,225	\$ -
Total Joint Phase FY16/17	\$ 157,150	\$ 19,643	\$ 19,644	\$ 19,644	\$ 19,644	\$ 19,644	\$ 19,644	\$ 19,643	\$ 19,644	\$ -
Total Phase 1, 2 and Joint FY16/17	\$ 1,796,272	\$ 31,506	\$ 591,016	\$ 427,376	\$ 122,368	\$ 186,091	\$ 25,497	\$ 48,550	\$ 363,869	\$ -

Notes:

\$1 added/subtracted to correct rounding issues

* Discrepancy due to 24,000 TFG amendment invoice error. Correction made.

<u>Date</u>	<u>Description</u>	<u>Amount</u>			<u>Las Galinas</u>	<u>Napa</u>	<u>Novato</u>	<u>SVCSD</u>	<u>SCWA</u>	<u>City of Petaluma</u>	<u>Marin Muni Water Dist.</u>	<u>American Canyon</u>
	Beginning Balance	584,301.75	b		647.63	204,654.61	155,339.37	23,324.34	63,760.73	135,927.44	647.63	
7/28/2016	Napa San - Phase II Fee (WTRN-17)	244,637.00	d			244,637.00						
8/23/2016	SCWA - Phase II Fee (WTRN-21)	75,683.00	d						75,683.00			
7/28/2016	Novato San - Phase II Fee (WTRN-16)	185,501.00	d				185,501.00					
8/22/2016	Petaluma - Phase II Fee (WTRN-14)	162,222.00	d							162,222.00		
8/23/2016	SVCSD - Phase II Fee (WTRN-22)	27,194.00	d					27,194.00				
8/24/2016	Bryant & Associates July 2016	(15,173.35)	p	ba3	-	(5,339.15)	(4,048.50)	(593.49)	(1,651.75)	(3,540.45)		
8/26/2016	Salary/Assn Chgs Applied	(8,820.21)	p	a2	-	(3,103.63)	(2,353.38)	(344.99)	(960.16)	(2,058.05)		
9/13/2016	Salary/Assn Chgs Applied	(9,086.06)	p	a2	-	(3,197.17)	(2,424.31)	(355.39)	(989.10)	(2,120.08)		
9/13/2016	Equipment Usage Charges	(34.40)	p	a2	-	(12.10)	(9.18)	(1.35)	(3.74)	(8.03)		
9/15/2016	Bryant & Associates August 2016	(15,040.93)	p	ba3	-	(5,292.56)	(4,013.17)	(588.31)	(1,637.34)	(3,509.55)	-	
9/16/2016	Brown & Caldwell Invoice 11273606	(33,669.27)	p	bc2	-	(11,847.44)	(8,983.53)	(1,316.94)	(3,665.20)	(7,856.16)	-	
10/7/2016	Salary/Assn Chgs Applied	(5,185.67)	p	a2	-	(1,824.72)	(1,383.62)	(202.83)	(564.51)	(1,209.99)		
10/12/2016	Brown & Caldwell Invoice 11275196	(38,874.30)	p	bc2	-	(13,678.97)	(10,372.32)	(1,520.53)	(4,231.81)	(9,070.67)	-	
10/12/2016	Bryant & Associates September 2016	(16,813.70)	p	ba3	-	(5,916.35)	(4,486.18)	(657.65)	(1,830.32)	(3,923.20)		
10/20/2016	Salary/Assn Chgs Applied	(9,413.19)	p	a2	-	(3,312.28)	(2,511.60)	(368.19)	(1,024.71)	(2,196.41)		
11/4/2016	Salary/Assn Chgs Applied N4	572.05	p	a2	-	201.29	152.63	22.38	62.27	133.48		
11/4/2016	Salary/Assn Chgs Applied N5	(1,109.15)	p	a2	-	(390.28)	(295.94)	(43.38)	(120.74)	(258.80)		
11/14/2016	Bryant & Associates October 2016	(15,241.65)	p	ba3	-	(5,363.18)	(4,066.73)	(596.16)	(1,659.19)	(3,556.39)		
11/23/2016	Salary/Assn Chgs Applied N4	(3,229.63)	p	a2	-	(1,136.43)	(861.72)	(126.32)	(351.57)	(753.58)		
12/1/2016	Salary/Assn Chgs Applied N4	(4,809.42)	p	a2	-	(1,692.32)	(1,283.23)	(188.12)	(523.55)	(1,122.20)		
12/16/2016	Salary/Assn Chgs Applied N4	(2,646.72)	p	a2	-	(931.32)	(706.19)	(103.52)	(288.12)	(617.57)		
12/16/2016	Equipment Usage Charges N4	(8.60)	p	a2	-	(3.03)	(2.29)	(0.34)	(0.94)	(2.01)		
1/4/2017	Equipment Usage Charges N2	(17.20)	p	a2	-	(6.05)	(4.59)	(0.67)	(1.87)	(4.01)		
1/4/2017	Salary/Assn Chgs Applied N4	(3,961.77)	p	a2	-	(1,394.06)	(1,057.07)	(154.96)	(431.27)	(924.41)		
1/13/2017	Salary/Assn Chgs Applied N4	(1,040.59)	p	a2	-	(366.16)	(277.65)	(40.70)	(113.28)	(242.80)		
1/18/2017	Bryant & Associates November 2016	(17,082.55)	p	ba3	-	(6,010.95)	(4,557.91)	(668.17)	(1,859.59)	(3,985.93)		
1/27/2017	Bryant & Associates December 2016	(15,061.65)	p	ba3	-	(5,299.85)	(4,018.70)	(589.12)	(1,639.59)	(3,514.39)		
1/27/2017	Salary/Assn Chgs Applied N2	(257.59)	p	a2	-	(90.64)	(68.73)	(10.08)	(28.04)	(60.10)		
1/27/2017	Salary/Assn Chgs Applied N4	(624.44)	p	a2	-	(219.73)	(166.61)	(24.42)	(67.98)	(145.70)		
1/31/2017	Brown & Caldwell Invoice 11277970	(47,548.46)	p	bc2	-	(16,731.20)	(12,686.73)	(1,859.82)	(5,176.07)	(11,094.64)		
1/31/2017	Brown & Caldwell Invoice 11280312	(36,242.26)	p	bc2	-	(12,752.81)	(9,670.04)	(1,417.58)	(3,945.29)	(8,456.53)		
1/31/2017	Brown & Caldwell Invoice 11281805	(44,764.48)	p	bc2	-	(15,751.59)	(11,943.92)	(1,750.92)	(4,873.01)	(10,445.05)		
2/15/2017	Salary/Assn Chgs Applied N2	(2,576.16)	p	a2	-	(906.49)	(687.36)	(100.76)	(280.44)	(601.10)		
2/15/2017	Salary/Assn Chgs Applied N4	(4,616.89)	p	a2	-	(1,624.58)	(1,231.86)	(180.59)	(502.59)	(1,077.27)		
2/21/2017	Brown & Caldwell Invoice 11284394	(33,727.54)	p	bc2	-	(11,867.94)	(8,999.07)	(1,319.22)	(3,671.54)	(7,869.76)		
2/24/2017	Salary/Assn Chgs Applied N4	(1,513.91)	p	a2	-	(532.71)	(403.94)	(59.22)	(164.80)	(353.25)		
2/28/2017	Xtelesis Corporation	(5.70)	p	a2	-	(2.01)	(1.52)	(0.22)	(0.62)	(1.33)		
3/14/2017	Brown & Caldwell Invoice 11285897	(25,080.34)	p	bc2	-	(8,825.19)	(6,691.86)	(981.00)	(2,730.22)	(5,852.08)		
3/14/2017	Bryant & Associates January 2017	(15,282.20)	p	ba3	-	(5,377.45)	(4,077.55)	(597.75)	(1,663.60)	(3,565.85)		
3/14/2017	Salary/Assn Chgs Applied N4	(5,484.85)	p	a2	-	(1,929.99)	(1,463.45)	(214.54)	(597.07)	(1,279.80)		
3/23/2017	Bryant & Associates February 2017	(16,439.53)	p	ba3	-	(5,784.69)	(4,386.34)	(643.02)	(1,789.59)	(3,835.89)		
3/24/2017	Salary/Assn Chgs Applied N4	(797.32)	p	a2	-	(280.56)	(212.74)	(31.19)	(86.80)	(186.04)		
4/5/2017	Salary/Assn Chgs Applied N2	(194.71)	p	a2	-	(68.51)	(51.95)	(7.62)	(21.20)	(45.43)		
4/5/2017	Salary/Assn Chgs Applied N4	(5,461.50)	p	a2	-	(1,921.78)	(1,457.22)	(213.62)	(594.53)	(1,274.35)		
4/5/2017	Salary/Assn Chgs Applied N2	(137.60)	p	a2	-	(48.42)	(36.71)	(5.38)	(14.98)	(32.11)		
4/21/2017	Salary/Assn Chgs Applied N2	(335.05)	p	a2	-	(117.90)	(89.40)	(13.11)	(36.47)	(78.18)		
4/21/2017	Salary/Assn Chgs Applied N4	(4,506.59)	p	a2	-	(1,585.76)	(1,202.43)	(176.27)	(490.58)	(1,051.54)		
4/21/2017	Salary/Assn Chgs Applied N5	(936.94)	p	a2	-	(329.69)	(249.99)	(36.65)	(101.99)	(218.62)		
4/25/2017	Brown & Caldwell Invoice 11287559	(18,399.39)	p	bc2	-	(6,474.32)	(4,909.27)	(719.68)	(2,002.94)	(4,293.19)		
4/25/2017	Bryant & Associates March 2017	(15,126.46)	p	ba3	-	(5,322.65)	(4,035.99)	(591.66)	(1,646.65)	(3,529.51)		
5/4/2017	Salary/Assn Chgs Applied N4	(3,687.94)	p	a2	-	(1,297.70)	(984.00)	(144.25)	(401.46)	(860.52)		
5/18/2017	Bryant & Associates Correction	(7,200.00)	p	ba2	-	(2,533.51)	(1,921.08)	(281.62)	(783.78)	(1,680.00)		
5/18/2017	SCWA - PH 2 Support Fee - Invoice #2 FY 16/17	53,327.00	d						53,327.00			
5/18/2017	SCWA - PH 2 Feasibility Study Fee - Invoice #2 FY 16/17	83,516.00	d						83,516.00			
5/22/2017	Salary/Assn Chgs Applied N4	(9,219.77)	p	a2	-	(3,244.22)	(2,459.99)	(360.62)	(1,003.65)	(2,151.28)		
5/22/2017	Salary/Assn Chgs Applied N5	(231.40)	p	a2	-	(81.42)	(61.74)	(9.05)	(25.19)	(53.99)		
5/23/2017	Bryant & Associates April 2017	(16,833.46)	p	ba3	-	(5,923.31)	(4,491.45)	(658.43)	(1,832.47)	(3,927.81)		

<u>Date</u>	<u>Description</u>	<u>Amount</u>			<u>Las Galinas</u>	<u>Napa</u>	<u>Novato</u>	<u>SVCSD</u>	<u>SCWA</u>	<u>City of Petaluma</u>	<u>Marin Muni Water Dist.</u>	<u>American Canyon</u>
5/30/2017	Brown & Caldwell Invoice 11290214	(65,313.15)	p	bc2	-	(22,982.19)	(17,426.65)	(2,554.67)	(7,109.91)	(15,239.74)		
5/30/2017	Brown & Caldwell Invoice 11290214	(1,152.00)	p	bc2	-	(405.36)	(307.37)	(45.06)	(125.41)	(268.80)		
5/30/2017	Travel Expense - N2	(656.03)	p	a2	-	(230.84)	(175.04)	(25.66)	(71.41)	(153.07)		
6/2/2017	Salary/Assn Chgs Applied - N4	(4,758.14)	p	a2	-	(1,674.28)	(1,269.55)	(186.11)	(517.97)	(1,110.23)		
6/2/2017	Salary/Assn Chgs Applied - N5	(262.92)	p	a2	-	(92.52)	(70.15)	(10.28)	(28.62)	(61.35)		
6/5/2017	Brown & Caldwell Invoice 11291969	(41,669.92)	p	bc2	-	(14,662.68)	(11,118.24)	(1,629.88)	(4,536.14)	(9,722.98)		
6/5/2017	Brown & Caldwell Invoice 11291969	(40,159.91)	p	bc3	-	(14,131.34)	(10,715.34)	(1,570.82)	(4,371.76)	(9,370.65)		
6/5/2017	Brown & Caldwell Invoice 11291969	(864.00)	p	bc3	-	(304.02)	(230.53)	(33.79)	(94.05)	(201.60)		
6/20/2017	SVCSD - PH 2 Support Fee - Invoice #2 FY 16/17	83,968.00	d					83,968.00				
6/20/2017	SVCSD - PH 2 Feasibility Study Fee - Invoice #2 FY 16/17	258,914.00	d					258,914.00				
6/20/2017	City of Petaluma - PH 2 Feasibility Study Fee - Invoice #2 FY 16/17	221,876.00	d							221,876.00		
6/26/2017	Bryant & Associates May 2017	(15,070.02)	p	ba3	-	(5,302.79)	(4,020.93)	(589.45)	(1,640.51)	(3,516.34)		
6/29/2017	Napa Sani - PH 2 Support Fee - Invoice #2 FY 16/17	(53,429.00)	d			(53,429.00)						
6/29/2017	Napa Sani - PH 2 Feasibility Study Fee - Invoice #2 FY 16/17	(288,012.00)	d			(288,012.00)						
6/29/2017	City of Petaluma - PH 2 Support Fee - Invoice #2 FY 16/17	(1,352.00)	d							(1,352.00)		
6/29/2017	Novato - PH 2 Support Fee - Invoice #2 FY 16/17	(16,062.00)	d				(16,062.00)					
6/29/2017	Novato - PH 2 Feasibility Study Fee - Invoice #2 FY 16/17	(162,552.00)	d				(162,552.00)					
6/29/2017	Salary/Assn Chgs Applied - N4	(3,171.84)	p	a2	-	(1,116.10)	(846.30)	(124.06)	(345.28)	(740.10)		
6/29/2017	Salary/Assn Chgs Applied - N5	(312.15)	p	a2	-	(109.84)	(83.29)	(12.21)	(33.98)	(72.84)		
6/30/2017	Brown & Caldwell Invoice 11294091	(40,571.05)	p	bc3	-	(14,276.01)	(10,825.04)	(1,586.90)	(4,416.52)	(9,466.58)		
6/30/2017	Brown & Caldwell Invoice 11294091	(2,304.00)	p	bc3	-	(810.72)	(614.75)	(90.12)	(250.81)	(537.60)		
6/30/2017	Brown & Caldwell Invoice 11295307	(41,065.25)	p	bc3	-	(14,449.91)	(10,956.90)	(1,606.23)	(4,470.32)	(9,581.89)		
6/30/2017	Brown & Caldwell Invoice 11295307	(50,291.18)	p	bc3	-	(17,696.30)	(13,418.53)	(1,967.09)	(5,474.64)	(11,734.61)		
6/30/2017	County Counsel - N2	(1,143.00)	p	a2	-	(402.20)	(304.97)	(44.71)	(124.43)	(266.70)		
6/30/2017	County Counsel - N2	(190.50)	p	a2	-	(67.03)	(50.83)	(7.45)	(20.74)	(44.45)		
6/30/2017	County Counsel - N5	(254.00)	p	a2	-	(89.38)	(67.77)	(9.93)	(27.65)	(59.27)		
6/30/2017	Salary/Assn Chgs Applied - N4	(4,265.88)	p	a2	-	(1,501.06)	(1,138.21)	(166.86)	(464.38)	(995.37)		
6/30/2017	Salary/Assn Chgs Applied - N5	(156.37)	p	a2	-	(55.02)	(41.72)	(6.12)	(17.02)	(36.49)		
6/30/2017	Bryant & Associates June 2017	(15,211.00)	p	ba3	-	(5,352.40)	(4,058.55)	(594.96)	(1,655.85)	(3,549.23)		
Current NBWRA Balance					597,910.00							
PENDING						647.63	(195,404.89)	(67,722.43)	359,690.91	182,469.69	317,581.47	647.63
Marin Muni - PH 2 Support Fee - Invoice #2 FY 16/17					27,503.00						27,503.00	
Marin Muni - PH 2 Feasibility Study Fee - Invoice #2 FY 16/17					213,051.00						213,051.00	
American Canyon - PH 2 Support Fee - Invoice #2 FY 16/17					27,503.00							27,503.00
American Canyon - PH 2 Feasibility Study Fee - Invoice #2 FY 16/17					331,761.00							331,761.00
Projected Balance					1,197,728.00	647.63	(195,404.89)	(67,722.43)	359,690.91	182,469.69	317,581.47	241,201.63
						359,264.00						
						LG	Napa	Nov	SV	SCWA	Petaluma	MMWD
						0.108%	-32.681%	-11.327%	60.158%	30.518%	53.115%	0.108%

Date	Description	Amount		Las Galinas	Napa	Novato	SVCSD	SCWA	City of Petaluma	Marin Muni Water Dist.	American Canyon
NBWRA Reconciliation											
	Beginning Balance	584,301.75	b	647.63	204,654.61	155,339.37	23,324.34	63,760.73	135,927.44	647.63	
	Deposits	875,431.00	d	-	(96,804.00)	6,887.00	370,076.00	212,526.00	382,746.00	-	
	Interest Earnings	-	i	-	-	-	-	-	-	-	
	Payments	(861,822.75)	p	-	(303,255.50)	(229,948.80)	(33,709.43)	(93,817.04)	(201,091.98)	-	
		597,910.00		647.63	(195,404.89)	(67,722.43)	359,690.91	182,469.69	317,581.47	647.63	

Vendor	NBWRA Obligations Encumbrances		Paid to date	Adjustments	Balance	Expires	% Spent	
B&C FY15/16	386,441.11	bc2	386,441.11	-	(0.00)	6/30/2017	100%	Carryover from LFY
B&C FY16/17	1,190,450.00	bc3	175,255.39	-	1,015,194.61	6/30/2017	15%	
Bryant & Associates FY15/16	8,843.94	ba2	7,200.00	-	1,643.94	6/30/2017	81%	Carryover from LFY
Bryant & Associates FY16/17	209,320.00	ba3	188,376.50	-	20,943.50	6/30/2017	90%	
Total	1,795,055.05		757,273.00	-	1,037,782.05			
	Unencumbered		Spent	Misc.	Balance		% Spent	
Admin Agency Services FY14/15 - 15/16	186,483.28	a2	104,549.75	-	81,933.53		56%	Carryover from LFY
Admin Agency Services FY16/17	75,479.00	a3	-	-	75,479.00		0%	
Total	261,962.28		104,549.75	-	157,412.53			
Miscellaneous Expenses		m	-					
	Scheduled costs		Expenses	Adjustments	Balance		% Spent	
Total	2,057,017.33		861,822.75	-	1,195,194.58		42%	

Date	Description	Amount			Las Galinas	Napa	Novato	SVCSD	SCWA	Napa County	North Marin Water Dist.	City of Petaluma	Marin Muni Water Dist.	City of American Canyon
	Beginning Balance	173,585.49	b		22,160.92	22,161.92	22,162.92	22,162.92	22,160.92	22,161.92	22,161.92	18,452.05	-	-
7/27/2016	NMWD - JU Fee (WTRN-19)	15,406.00	d								15,406.00			
7/28/2016	LGVSD - JU Fee (WTRN-20)	15,406.00	d		15,406.00									
9/23/2015	SCWA SC002 51917 (Labor Correction)	-	p	a1										
9/23/2015	SCWA SC002 51917 (Labor Correction)	-	p	a1	-	-	-	-	-	-	-	-	-	-
7/28/2016	Novato San - JU Fee (WTRN-16)	15,407.00	d				15,407.00							
8/8/2016	Reimburse charges in err	503.20	p	a2	62.90	62.90	62.90	62.90	62.90	62.90	62.90	62.90	62.90	62.90
8/8/2016	Xtelesis Corporation	(16.25)	p	a2	(2.03)	(2.03)	(2.03)	(2.03)	(2.03)	(2.03)	(2.03)	(2.03)	(2.03)	(2.03)
8/19/2016	Weir Technical Services SCWA 07-16	(7,720.00)	p	w2	(965.00)	(965.00)	(965.00)	(965.00)	(965.00)	(965.00)	(965.00)	(965.00)	(965.00)	(965.00)
8/19/2016	Weir Technical Services SCWA 07-16 (Expenses)	(89.56)	p	w2	(11.20)	(11.20)	(11.20)	(11.20)	(11.20)	(11.20)	(11.20)	(11.20)	(11.20)	(11.20)
8/22/2016	Petaluma - JU Fee (WTRN-14)	15,406.00	d									15,406.00		
8/23/2016	SCWA - JU Fee (WTRN-21)	15,407.00	d						15,407.00					
8/23/2016	SVCSD - JU Fee (WTRN-22)	15,407.00	d					15,407.00						
8/24/2016	Bryant & Associates July 2016	(3,700.00)	p	ba3	(462.50)	(462.50)	(462.50)	(462.50)	(462.50)	(462.50)	(462.50)	(462.50)	(462.50)	(462.50)
8/26/2016	Salary/Assn Chgs Applied	(7,634.83)	p	a2	(954.35)	(954.35)	(954.35)	(954.35)	(954.35)	(954.35)	(954.35)	(954.35)	(954.35)	(954.35)
8/26/2016	Equipment Usage Charges	(43.00)	p	a2	(5.38)	(5.38)	(5.38)	(5.38)	(5.38)	(5.38)	(5.38)	(5.38)	(5.38)	(5.38)
8/30/2016	Xtelesis Corporation	(7.70)	p	a2	(0.96)	(0.96)	(0.96)	(0.96)	(0.96)	(0.96)	(0.96)	(0.96)	(0.96)	(0.96)
9/12/2016	County of Napa - JU Fee (WTRN - 18)	15,407.00	d							15,407.00				
9/13/2016	Salary/Assn Chgs Applied	(7,544.02)	p	a2	(943.00)	(943.00)	(943.00)	(943.00)	(943.00)	(943.00)	(943.00)	(943.00)	(943.00)	(943.00)
9/15/2016	Bryant & Associates August 2016	(3,700.00)	p	ba3	(462.50)	(462.50)	(462.50)	(462.50)	(462.50)	(462.50)	(462.50)	(462.50)	(462.50)	(462.50)
9/20/2016	Weir Technical Services SCWA 08-16	(3,160.00)	p	w2	(395.00)	(395.00)	(395.00)	(395.00)	(395.00)	(395.00)	(395.00)	(395.00)	(395.00)	(395.00)
9/20/2016	Weir Technical Services SCWA 08-16 (Expenses)	(63.72)	p	w2	(7.97)	(7.97)	(7.97)	(7.97)	(7.97)	(7.97)	(7.97)	(7.97)	(7.97)	(7.97)
9/23/2016	Correction - CA WateReuse Conference Reg	(500.00)	p	a2	(62.50)	(62.50)	(62.50)	(62.50)	(62.50)	(62.50)	(62.50)	(62.50)	(62.50)	(62.50)
9/26/2016	Salary/Assn Chgs Applied	(2,884.22)	p	a2	(360.53)	(360.53)	(360.53)	(360.53)	(360.53)	(360.53)	(360.53)	(360.53)	(360.53)	(360.53)
10/4/2016	D. Rabbitt Travel costs	(267.10)	p	a2	(33.39)	(33.39)	(33.39)	(33.39)	(33.39)	(33.39)	(33.39)	(33.39)	(33.39)	(33.39)
10/7/2016	Salary/Assn Chgs Applied	(8,072.52)	p	a2	(1,009.07)	(1,009.07)	(1,009.07)	(1,009.07)	(1,009.07)	(1,009.07)	(1,009.07)	(1,009.07)	(1,009.07)	(1,009.07)
10/12/2016	Bryant & Associates September 2016	(3,700.00)	p	ba3	(462.50)	(462.50)	(462.50)	(462.50)	(462.50)	(462.50)	(462.50)	(462.50)	(462.50)	(462.50)
10/17/2016	NBWRA meeting provisions	(70.35)	p	a2	(8.79)	(8.79)	(8.79)	(8.79)	(8.79)	(8.79)	(8.79)	(8.79)	(8.79)	(8.79)
10/20/2016	Equipment Usage Charges	(35.64)	p	a2	(4.46)	(4.46)	(4.46)	(4.46)	(4.46)	(4.46)	(4.46)	(4.46)	(4.46)	(4.46)
10/20/2016	Salary/Assn Chgs Applied	(3,669.28)	p	a2	(458.66)	(458.66)	(458.66)	(458.66)	(458.66)	(458.66)	(458.66)	(458.66)	(458.66)	(458.66)
11/1/2016	Weir Technical Services SCWA 09-16	(3,920.00)	p	w2	(490.00)	(490.00)	(490.00)	(490.00)	(490.00)	(490.00)	(490.00)	(490.00)	(490.00)	(490.00)
11/1/2016	Weir Technical Services SCWA 09-16 (Expenses)	(198.54)	p	w2	(24.82)	(24.82)	(24.82)	(24.82)	(24.82)	(24.82)	(24.82)	(24.82)	(24.82)	(24.82)
11/4/2016	Salary/Assn Chgs Applied	(3,182.32)	p	a2	(397.79)	(397.79)	(397.79)	(397.79)	(397.79)	(397.79)	(397.79)	(397.79)	(397.79)	(397.79)
11/4/2016	Equipment Usage Charges	(68.80)	p	a2	(8.60)	(8.60)	(8.60)	(8.60)	(8.60)	(8.60)	(8.60)	(8.60)	(8.60)	(8.60)
11/14/2016	Bryant & Associates October 2016	(3,700.00)	p	ba3	(462.50)	(462.50)	(462.50)	(462.50)	(462.50)	(462.50)	(462.50)	(462.50)	(462.50)	(462.50)
11/18/2016	Meeting Provisions	(0.86)	p	a2	(0.11)	(0.11)	(0.11)	(0.11)	(0.11)	(0.11)	(0.11)	(0.11)	(0.11)	(0.11)
11/18/2016	Meeting Provisions	(5.29)	p	a2	(0.66)	(0.66)	(0.66)	(0.66)	(0.66)	(0.66)	(0.66)	(0.66)	(0.66)	(0.66)
11/18/2016	Meeting Provisions	(9.49)	p	a2	(1.19)	(1.19)	(1.19)	(1.19)	(1.19)	(1.19)	(1.19)	(1.19)	(1.19)	(1.19)
11/23/2016	Salary/Assn Chgs Applied	(1,729.75)	p	a2	(216.22)	(216.22)	(216.22)	(216.22)	(216.22)	(216.22)	(216.22)	(216.22)	(216.22)	(216.22)
12/1/2016	Salary/Assn Chgs Applied	(1,062.95)	p	a2	(132.87)	(132.87)	(132.87)	(132.87)	(132.87)	(132.87)	(132.87)	(132.87)	(132.87)	(132.87)
12/8/2016	Xtelesis Corporation	(11.50)	p	a2	(1.44)	(1.44)	(1.44)	(1.44)	(1.44)	(1.44)	(1.44)	(1.44)	(1.44)	(1.44)
12/9/2016	Weir Technical Services SCWA 10-16	(3,200.00)	p	w2	(400.00)	(400.00)	(400.00)	(400.00)	(400.00)	(400.00)	(400.00)	(400.00)	(400.00)	(400.00)
12/9/2016	Weir Technical Services SCWA 10-16 (Expenses)	(119.66)	p	w2	(14.96)	(14.96)	(14.96)	(14.96)	(14.96)	(14.96)	(14.96)	(14.96)	(14.96)	(14.96)
12/16/2016	Salary/Assn Chgs Applied	(596.40)	p	a2	(74.55)	(74.55)	(74.55)	(74.55)	(74.55)	(74.55)	(74.55)	(74.55)	(74.55)	(74.55)
12/20/2016	Xtelesis Corporation	(4.90)	p	a2	(0.61)	(0.61)	(0.61)	(0.61)	(0.61)	(0.61)	(0.61)	(0.61)	(0.61)	(0.61)
1/4/2017	Weir Technical Services SCWA 11-16	(2,400.00)	p	w2	(300.00)	(300.00)	(300.00)	(300.00)	(300.00)	(300.00)	(300.00)	(300.00)	(300.00)	(300.00)
1/4/2017	Weir Technical Services SCWA 11-16 (Expenses)	(68.72)	p	w2	(8.59)	(8.59)	(8.59)	(8.59)	(8.59)	(8.59)	(8.59)	(8.59)	(8.59)	(8.59)
1/4/2017	Salary/Assn Chgs Applied	(4,104.84)	p	a2	(513.11)	(513.11)	(513.11)	(513.11)	(513.11)	(513.11)	(513.11)	(513.11)	(513.11)	(513.11)

Date	Description	Amount			Las Galinas	Napa	Novato	SVCSD	SCWA	Napa County	North Marin Water Dist.	City of Petaluma	Marin Muni Water Dist.	City of American Canyon
1/13/2017	Salary/Assn Chgs Applied	(1,919.82)	p	a2	(239.98)	(239.98)	(239.98)	(239.98)	(239.98)	(239.98)	(239.98)	(239.98)		
1/18/2017	Bryant & Associates November 2016	(3,700.00)	p	ba3	(462.50)	(462.50)	(462.50)	(462.50)	(462.50)	(462.50)	(462.50)	(462.50)		
1/24/2017	Weir Technical Services SCWA 12-16	(2,840.00)	p	w2	(355.00)	(355.00)	(355.00)	(355.00)	(355.00)	(355.00)	(355.00)	(355.00)		
1/24/2017	Weir Technical Services SCWA 12-16 (Expenses)	(114.74)	p	w2	(14.34)	(14.34)	(14.34)	(14.34)	(14.34)	(14.34)	(14.34)	(14.34)		
1/26/2017	Xtelesis Corporation	(7.75)	p	a2	(0.97)	(0.97)	(0.97)	(0.97)	(0.97)	(0.97)	(0.97)	(0.97)		
1/27/2017	Bryant & Associates December 2016	(3,700.00)	p	ba3	(462.50)	(462.50)	(462.50)	(462.50)	(462.50)	(462.50)	(462.50)	(462.50)		
1/27/2017	Salary/Assn Chgs Applied (Split	(3,095.39)	p	a2	(386.92)	(386.92)	(386.92)	(386.92)	(386.92)	(386.92)	(386.92)	(386.92)		
1/27/2017	Salary/Assn Chgs Applied	(1,488.21)	p	a3	(186.03)	(186.03)	(186.03)	(186.03)	(186.03)	(186.03)	(186.03)	(186.03)		
2/15/2017	Salary/Assn Chgs Applied	(1,989.48)	p	a3	(248.69)	(248.69)	(248.69)	(248.69)	(248.69)	(248.69)	(248.69)	(248.69)		
2/24/2017	Equipment Usage Charges	(35.31)	p	a3	(4.41)	(4.41)	(4.41)	(4.41)	(4.41)	(4.41)	(4.41)	(4.41)		
2/24/2017	Salary/Assn Chgs Applied	(1,368.63)	p	a3	(171.08)	(171.08)	(171.08)	(171.08)	(171.08)	(171.08)	(171.08)	(171.08)		
2/28/2017	Xtelesis Corporation	(9.70)	p	a3	(1.21)	(1.21)	(1.21)	(1.21)	(1.21)	(1.21)	(1.21)	(1.21)		
3/14/2017	Salary/Assn Chgs Applied	(1,594.68)	p	a3	(199.34)	(199.34)	(199.34)	(199.34)	(199.34)	(199.34)	(199.34)	(199.34)		
3/21/2017	Bryant & Associates January 2017	(3,700.00)	p	ba3	(462.50)	(462.50)	(462.50)	(462.50)	(462.50)	(462.50)	(462.50)	(462.50)		
3/23/2017	Bryant & Associates February 2017	(3,700.00)	p	ba3	(462.50)	(462.50)	(462.50)	(462.50)	(462.50)	(462.50)	(462.50)	(462.50)		
3/24/2017	Salary/Assn Chgs Applied	(2,305.82)	p	a3	(288.23)	(288.23)	(288.23)	(288.23)	(288.23)	(288.23)	(288.23)	(288.23)		
4/4/2017	County Counsel	(127.00)	p	a3	(15.88)	(15.88)	(15.88)	(15.88)	(15.88)	(15.88)	(15.88)	(15.88)		
4/5/2017	Salary/Assn Chgs Applied	(3,920.10)	p	a3	(490.01)	(490.01)	(490.01)	(490.01)	(490.01)	(490.01)	(490.01)	(490.01)		
4/6/2017	Weir Technical Services SCWA 01-17	(2,840.00)	p	w2	(355.00)	(355.00)	(355.00)	(355.00)	(355.00)	(355.00)	(355.00)	(355.00)		
4/6/2017	Weir Technical Services SCWA 01-17 (Expenses)	(65.70)	p	w2	(8.21)	(8.21)	(8.21)	(8.21)	(8.21)	(8.21)	(8.21)	(8.21)		
4/6/2017	Weir Technical Services SCWA 02-17	(720.00)	p	w2	(90.00)	(90.00)	(90.00)	(90.00)	(90.00)	(90.00)	(90.00)	(90.00)		
4/10/2017	Weir Technical Services SCWA 03-17	(4,160.00)	p	w2	(520.00)	(520.00)	(520.00)	(520.00)	(520.00)	(520.00)	(520.00)	(520.00)		
4/10/2017	Weir Technical Services SCWA 03-17 (Expenses)	(118.93)	p	w2	(14.87)	(14.87)	(14.87)	(14.87)	(14.87)	(14.87)	(14.87)	(14.87)		
4/21/2017	Salary/Assn Chgs Applied	(2,519.37)	p	a3	(314.92)	(314.92)	(314.92)	(314.92)	(314.92)	(314.92)	(314.92)	(314.92)		
4/25/2017	Bryant & Associates March 2017	(3,700.00)	p	ba3	(462.50)	(462.50)	(462.50)	(462.50)	(462.50)	(462.50)	(462.50)	(462.50)		
5/4/2017	Salary/Assn Chgs Applied	(77.04)	p	a3	(9.63)	(9.63)	(9.63)	(9.63)	(9.63)	(9.63)	(9.63)	(9.63)		
5/4/2017	Salary/Assn Chgs Applied	(1,617.80)	p	a3	(202.23)	(202.23)	(202.23)	(202.23)	(202.23)	(202.23)	(202.23)	(202.23)		
5/22/2017	Salary/Assn Chgs Applied	(5,547.49)	p	a3	(693.44)	(693.44)	(693.44)	(693.44)	(693.44)	(693.44)	(693.44)	(693.44)		
5/23/2017	Weir Technical Services SCWA 04-17	(3,320.00)	p	w2	(415.00)	(415.00)	(415.00)	(415.00)	(415.00)	(415.00)	(415.00)	(415.00)		
5/23/2017	Bryant & Associates April 2017	(3,700.00)	p	ba3	(462.50)	(462.50)	(462.50)	(462.50)	(462.50)	(462.50)	(462.50)	(462.50)		
6/2/2017	County Counsel	(127.00)	p	a3	(15.88)	(15.88)	(15.88)	(15.88)	(15.88)	(15.88)	(15.88)	(15.88)		
6/2/2017	Salary/Assn Chgs Applied	(3,484.52)	p	a3	(435.57)	(435.57)	(435.57)	(435.57)	(435.57)	(435.57)	(435.57)	(435.57)		
6/5/2017	Xtelesis Corporation	(16.90)	p	a3	(2.11)	(2.11)	(2.11)	(2.11)	(2.11)	(2.11)	(2.11)	(2.11)		
6/7/2017	Travel Expenses	(415.35)	p	a3	(51.92)	(51.92)	(51.92)	(51.92)	(51.92)	(51.92)	(51.92)	(51.92)		
6/14/2017	Weir Technical Services SCWA 05-17	(5,000.00)	p	w2	(625.00)	(625.00)	(625.00)	(625.00)	(625.00)	(625.00)	(625.00)	(625.00)		
6/14/2017	Weir Technical Services SCWA 05-17	(139.21)	p	w2	(17.40)	(17.40)	(17.40)	(17.40)	(17.40)	(17.40)	(17.40)	(17.40)		
6/14/2017	Private Car Expense	(36.06)	p	a3	(4.51)	(4.51)	(4.51)	(4.51)	(4.51)	(4.51)	(4.51)	(4.51)		
6/14/2017	Salary/Assn Chgs Applied	(2,435.04)	p	a3	(304.38)	(304.38)	(304.38)	(304.38)	(304.38)	(304.38)	(304.38)	(304.38)		
6/26/2017	Bryant & Associates May 2017	(3,700.00)	p	ba3	(462.50)	(462.50)	(462.50)	(462.50)	(462.50)	(462.50)	(462.50)	(462.50)		
6/28/2017	SVCSD - JU Fee - Invoice #2 FY 16/17	(844.00)	d					(844.00)						
6/28/2017	SCWA - JU Fee - Invoice #2 FY 16/17	(842.00)	d						(842.00)					
6/28/2017	Xtelesis Corporation	(5.05)	p	a3	(0.63)	(0.63)	(0.63)	(0.63)	(0.63)	(0.63)	(0.63)	(0.63)		
6/29/2017	LGVSD - JU Fee - Invoice #2 FY 16/17	(841.00)	d		(841.00)									
6/29/2017	Novato - JU Fee - Invoice #2 FY 16/17	(844.00)	d				(844.00)							
6/29/2017	Napa Sani - JU Fee - Invoice #2 FY 16/17	(842.00)	d			(842.00)								
6/29/2017	Napa County - JU Fee - Invoice #2 FY 16/17	(843.00)	d							(843.00)				
6/29/2017	NMWD - JU Fee - Invoice #2 FY 16/17	(842.00)	d								(842.00)			
6/29/2017	City of Petaluma - JU Fee - Invoice #2 FY 16/17	(842.00)	d									(842.00)		
6/29/2017	Salary/Assn Chgs Applied	(2,434.32)	p	a3	(304.29)	(304.29)	(304.29)	(304.29)	(304.29)	(304.29)	(304.29)	(304.29)		
6/30/2017	Weir Technical Services SCWA 06-17	(3,680.00)	p	w2	(460.00)	(460.00)	(460.00)	(460.00)	(460.00)	(460.00)	(460.00)	(460.00)		
6/30/2017	County Counsel	(381.00)	p	a3	(47.63)	(47.63)	(47.63)	(47.63)	(47.63)	(47.63)	(47.63)	(47.63)		
6/30/2017	Salary/Assn Chgs Applied	(5,207.83)	p	a3	(650.98)	(650.98)	(650.98)	(650.98)	(650.98)	(650.98)	(650.98)	(650.98)		
6/30/2017	Equipment Usage Charges	(30.10)	p	a3	(3.76)	(3.76)	(3.76)	(3.76)	(3.76)	(3.76)	(3.76)	(3.76)		
6/30/2017	Bryant & Associates June 2017	(3,700.00)	p	ba3	(462.50)	(462.50)	(462.50)	(462.50)	(462.50)	(462.50)	(462.50)	(462.50)		
Current NBWRA Balance		118,543.14			15,281.63	15,281.63	15,281.63	15,281.63	15,281.63	15,281.63	15,281.63	11,571.76	-	-
PENDING														
Marin Muni - JU Fee - Invoice #2 FY 16/17		20,319.00	d										20,319.00	
American Canyon - JU Fee - Invoice #2 FY 16/17		20,319.00	d											20,319.00
Projected Balance		159,181.14			15,281.63	15,281.63	15,281.63	15,281.63	15,281.63	15,281.63	15,281.63	11,571.76	20,319.00	20,319.00
LG						Napa	Nov	SV	SCWA	Napa County	North Marin	Petaluma	MMWD	AM
					12.891%	12.891%	12.891%	12.891%	12.891%	12.891%	12.891%	9.762%	0.000%	0.000%

Date	Description	Amount		Las Galinas	Napa	Novato	SVCS	SCWA	Napa County	North Marin Water Dist.	City of Petaluma	Marin Muni Water Dist.	City of American Canyon
	NBWRA Reconciliation												
	Beginning Balance	173,585.49	b	22,160.92	22,161.92	22,162.92	22,162.92	22,160.92	22,161.92	22,161.92	18,452.05	-	-
	Deposits	116,512.00	d	14,565.00	14,564.00	14,563.00	14,563.00	14,565.00	14,564.00	14,564.00	14,564.00	-	-
	Interest Earnings	-	i	-	-	-	-	-	-	-	-	-	-
	Payments	(171,554.35)	p	(21,444.29)	(21,444.29)	(21,444.29)	(21,444.29)	(21,444.29)	(21,444.29)	(21,444.29)	(21,444.29)	-	-
	Balance	118,543.14		15,281.63	15,281.63	15,281.63	15,281.63	15,281.63	15,281.63	15,281.63	11,571.76	-	-

NBWRA Obligations							
Vendor	Encumbrances		Paid to date	Adjustments	Balance	Expires	% Spent
Weir Technical Services FY15/16	58,150.43	w2	43,938.78	-	14,211.65	6/30/2017	76%
Weir Technical Services FY16/17	37,500.00	w3	-	-	37,500.00	6/30/2017	0%
Bryant & Associates FY16/17	44,400.00	ba3	44,400.00	-	-	6/30/2017	100%
Total	140,050.43		88,338.78	-	51,711.65		

* Currently 75,500 is encumbered for FY16/17. Agreement will be extended and encumbrance modified for 4th year.

	Unencumbered		Spent	Misc.	Balance		% Spent
Admin Agency Services FY15/16	46,041.77	a2	46,041.77	-	-		100%
Admin Agency Services FY16/17	75,000.00	a3	37,173.80		37,826.20		50%
Unallocated funds	64,595.89	ua	-	-	64,595.89		0%
Contingency	-	c	-	-	-		#DIV/0!
Total	185,637.66		83,215.57	-	102,422.09		

Miscellaneous Expenses			m	-			
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		Scheduled costs	Expenses	Adjustments	Balance	% Spent
Total		325,688.09	171,554.35	-	154,133.74	53%

Date	Description	Amount			Combined	Marin Muni Water Dist.	Marin County	City of American Canyon
7/1/2016	Beginning Balance	35,663.57	b		35,663.57	16,884.62	15,000.00	10,000.00
7/28/2016	County of Marin - Associate Fee (WTRN-13)	5,000.00	d		5,000.00		5,000.00	
7/28/2016	American Canyon - Associate Fee (WTRN-12)	5,000.00	d		5,000.00			5,000.00
8/22/2016	MMWD - Associate Fee (WTRN-15)	5,000.00	d		5,000.00	5,000.00		
9/23/2016	WateReuse 2016 Conf Sponsorship (Correction)	(500.00)	p	ua	(500.00)			
10/21/2016	Room rental 9/14/16 meeting	(265.00)	p	ua	(265.00)			
12/16/2016	Room rental	(335.00)	p	ua	(335.00)			
4/19/2017	Room rental	(72.00)	p	ua	(72.00)			
6/30/2017	Room Rental/Permit Fee	(391.00)	p	ua	(391.00)			
6/30/2017	Room Rental	(376.00)	p	ua	(376.00)			
Current NBWRA Balance		48,724.57			48,724.57	21,884.62	20,000.00	15,000.00
PENDING								
Projected Balance		48,724.57			48,724.57	21,884.62	20,000.00	15,000.00
NBWRA Reconciliation						MMWD	Marin County	AM
Beginning Balance		35,663.57	b		35,663.57	-	16,884.62	15,000.00
Deposits		15,000.00	d		15,000.00	-	5,000.00	5,000.00
Interest Earnings		-	i		-	-	-	-
Payments		(1,939.00)	p		(1,939.00)	-	-	-
Balance		48,724.57			48,724.57	-	21,884.62	20,000.00
								15,000.00
Vendor		NBWRA Obligations						
		Encumbrances			Paid to date	Adjustments	Balance	Expires
N/A								% Spent
Total		-			-	-	-	
Project		Unencumbered			Spent	Misc.	Balance	% Spent
Admin Agency Services (Unallocated)		-	ua		1,939.00	-	(1,939.00)	#DIV/0!
Admin Agency Services (Room Rental)		-	rr		-	-	-	#DIV/0!
Federal Congressional Tour		-	ft		-	-	-	#DIV/0!
State Congressional Tour		-	st		-	-	-	#DIV/0!
Total		-			1,939.00	-	(1,939.00)	
Miscellaneous Expenses			m		-			
		Scheduled costs			Expenses	Adjustments	Balance	% Spent
Total		-			1,939.00	-	(1,939.00)	#DIV/0!

EXPESNES NOT ALLOCATED TO SPECIFIC ENTITIES IN THIS ACCOUNT

Interest
North Bay Water Reuse Authority
as of June 30, 2017

Item No. 6.b.2

FY2013/2014

Period	Date Posted	Amount
1st Quarter	10/15/2013	\$ 1,335.43
2nd Quarter	1/15/2014	\$ 1,445.77
3rd Quarter	4/16/2014	\$ 1,034.70
4th Quarter	7/16/2014	\$ 590.63
Total		\$ 4,406.53

FY2014/2015

Period	Date Posted	Amount
1st Quarter	10/15/2014	\$ 1,849.53
2nd Quarter	1/15/2015	\$ 2,430.25
3rd Quarter	4/16/2015	\$ 2,256.57
4th Quarter	7/15/2015	\$ 1,682.38
Total		\$ 8,218.73

FY2015/2016

Period	Date Posted	Amount
1st Quarter	10/15/2015	\$ 1,631.68
2nd Quarter	1/15/2016	\$ 3,371.28
3rd Quarter	4/15/2016	\$ 3,509.54
4th Quarter	7/15/2016	\$ 3,407.03
Total		\$ 11,919.53

FY2016/2017

Period	Date Posted	Amount
1st Quarter	10/14/2016	\$ 4,111.97
2nd Quarter	1/13/2017	\$ 5,277.04
3rd Quarter	4/14/2017	\$ 5,383.46
4th Quarter	7/14/2017	\$ 5,766.27
Total		\$ 20,538.74

**North Bay Water Reuse Authority
Project Cost Summary
as of August 22, 2017**

TOTAL FY 17/18 PROJECT COSTS							
Project	Consultant	Original Budget	Amend	Revised Budget	Total Expenses FY 17/18	Remaining	% Avail.
Planning, Engineering and Funding Management	Brown & Caldwell	150,814.00		150,814.00	-	150,814.00	100.00%
Program Development and Federal/State Advocacy	Bryant & Associates	211,850.00		211,850.00	-	211,850.00	100.00%
Program Management	Weir Technical Services	37,500.00		37,500.00	-	37,500.00	100.00%
SCWA Administration	SCWA	195,479.00		195,479.00	-	195,479.00	100.00%
TOTAL BUDGET		\$ 595,643.00	\$ -	\$ 595,643.00	\$ -	\$ 595,643.00	100.00%

Phase 1							
Project	Consultant	Original Budget	Amend	Revised Budget	Total Expenses FY 17/18	Remaining	% Avail.
Grant Applications and Management - B&C	Brown & Caldwell	-		-	-	-	0.0%
Program Development - B&A	Bryant & Associates	-		-	-	-	0.0%
Federal Advocacy (TFG sub) - B&A	Bryant & Associates	-		-	-	-	0.0%
TOTAL BUDGET		\$ -	\$ -	\$ -	\$ -	\$ -	0.00%

Phase 2 - Support							
Project	Consultant	Original Budget	Amend	Revised Budget	Total Expenses FY 17/18	Remaining	% Avail.
Program Development - B&A	Bryant & Associates	110,850.00		110,850.00	-	110,850.00	100.00%
Federal Advocacy (TFG sub) - B&A	Bryant & Associates	65,000.00		65,000.00	-	65,000.00	100.00%
TOTAL BUDGET		\$ 175,850.00	\$ -	\$ 175,850.00	\$ -	\$ 175,850.00	100.00%

Phase 2 - Feasibility Study							
Project	Consultant	Original Budget	Amend	Revised Budget	Total Expenses FY 17/18	Remaining	% Avail.
Engineering Tasks 1 & 5: Mtgs, Admin, Grant Admin and Outreach - B&C	Brown & Caldwell	150,814.00		150,814.00	-	150,814.00	100.00%
Engineering: Task 2 Feasibility Study - B&C	Brown & Caldwell	-		-	-	-	-
Engineering Tasks 3 & 4 : Environmental and Financial Capability - B&C	Brown & Caldwell	-		-	-	-	-
SCWA Administration - Grants and EIR/EIS - SCWA	SCWA	75,479.00		75,479.00	-	75,479.00	100.00%
TOTAL BUDGET		\$ 226,293.00	\$ -	\$ 226,293.00	\$ -	\$ 226,293.00	100.00%

Joint Use							
Project	Consultant	Original Budget	Amend	Revised Budget	Total Expenses FY 17/18	Remaining	% Avail.
Program Management - Weir	Weir Technical Services	37,500.00		37,500.00	-	37,500.00	100.00%
State Advocacy - B&A (<i>The Onate Group sub</i>)	Bryant & Associates	36,000.00		36,000.00	-	36,000.00	100.00%
SCWA Administration - SCWA	SCWA	120,000.00		120,000.00	-	120,000.00	100.00%
TOTAL BUDGET		\$ 193,500.00	\$ -	\$ 193,500.00	\$ -	\$ 193,500.00	100.00%

**North Bay Water Reuse Authority
Project Cost Summary
as of August 22, 2017**

Agreement Rollovers From 3 Year Budget (FY14/15, 15/16 & 16/17)											
Project	Consultant	Original 3 Year Budget	Amend	Carryover For FY 17/18	Total Expenses (In Prior Years)	Amend	Remaining Amount	Uncommitted (expired) Amount	Total Expenses FY 17/18	Remaining	% Avail.
Phase 1:											
Grant Applications and Management - B&C	Brown & Caldwell	197,619.00		Yes	148,484.99		49,134.01		-	49,134.01	100.00%
Program Development - B&A	Bryant & Associates	228,240.00		Expired	226,597.81		-	1,642.19	-	-	-
Federal Advocacy - B&A (TFG sub)	Bryant & Associates	93,600.00		Expired	83,429.10		-	10,170.90	-	-	-
Phase 2 - Support											
Program Development - B&A	Bryant & Associates	342,360.00		Expired	339,896.86		-	2,463.14			
Federal Advocacy - B&A (TFG sub)	Bryant & Associates	218,400.00		Expired	218,667.82		-	(267.82)			
Phase 2 - Feasibility Study											
Engineering Tasks 1 & 5: Mtgs, Admin, Grant Admin and Outreach - B&C	Brown & Caldwell	921,123.00		Yes	799,024.07		122,098.93		-	122,098.93	100.00%
Engineering: Task 2 Feasibility Study - B&C	Brown & Caldwell	1,194,957.00		Yes	1,054,591.14		140,365.86		-	140,365.86	100.00%
Engineering Tasks 3 & 4 : Environmental and Financial Capability - B&C	Brown & Caldwell	829,340.00		Yes	54,611.18		774,728.82		-	774,728.82	100.00%
SCWA Administration - Grants and EIR/EIS - SCWA	SCWA	324,521.00		Yes	167,107.47		157,413.53		14,064.94	143,348.59	91.06%
Joint Use											
Program Management - Weir	Weir Technical Services	183,750.00		Yes	131,788.35		51,961.65		2,520.00	49,441.65	95.15%
State Advocacy - B&A (The Onate Group sub)	Bryant & Associates	116,400.00		Expired	116,400.00		-	-	-	-	0.00%
SCWA Administration - SCWA	SCWA	345,000.00		Yes	308,612.80		36,387.20		14,209.43	22,177.77	60.95%
TOTAL BUDGET		\$ 4,995,310.00	\$ -		\$ 3,649,211.59	\$ -	\$ 1,332,090.00	\$ 14,008.41	\$ 30,794.37	\$ 1,301,295.63	97.69%

Unallocated funds - balance of \$65,598.91

Total FY17/18 Budget for all Phases	595,643.00
Rollover From Prior Years	1,332,090.00
Total	1,927,733.00
Expenses Incurred in FY 17/18 (Including budget for rollover amounts)	30,794.37
Amount Remaining	1,896,938.63

Uncommitted indicates either a contract has not been issued, an existing contract has not yet been amended per approved NBWRA FY Budgets, or funds have been released from contract.

2017/18 Budget Allocations

Phase 1 Support											
	Total Budget	LGVSD	Napa SD	Novato SD	SVCSD	SCWA	NMWD	Napa County	Petaluma	MMWD	American Canyon
<i>MOU Percent for Phase 1</i>		7.239%	31.894%	8.611%	27.473%	3.572%	17.640%	3.571%	0.000%	0.000%	0.000%
Grant Applications and Management BC	0	-	-	-	-	-	-	-	-	-	-
Program Development (40% of \$570,600 total) - Bryant	0	-	-	-	-	-	-	-	-	-	-
Federal Advocacy (30% of \$312,000 total) - TFG sub to Bryant	0	-	-	-	-	-	-	-	-	-	-
Total	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Phase 2 Support											
Shared on the Basis of Phase 2 Project Cost in Feasibility Study	Total Budget	LGVSD	Napa SD	Novato SD	SVCSD	SCWA	NMWD	Napa County	Petaluma	MMWD	American Canyon
<i>Percent for Phase 2 Support</i>		0.000%	14.286%	14.286%	14.286%	14.286%	0.000%	0.000%	14.286%	14.286%	14.286%
Program Development (60% of \$570,600 total) - Bryant	110,850.00	-	15,835.50	15,835.50	15,835.50	15,837.00	-	-	15,835.50	15,835.50	15,835.50
Federal Advocacy (70% of \$312,000 total) - TFG sub to Bryant	65,000.00	-	9,285.50	9,285.50	9,285.50	9,287.00	-	-	9,285.50	9,285.50	9,285.50
Total	\$ 175,850.00	\$ -	25,121.00	25,121.00	25,121.00	25,124.00	-	-	25,121.00	25,121.00	25,121.00

\$ -

Phase 2 Feasibility Study - Two Years											
Shared on the Basis of Phase 2 Project Cost in Feasibility Study	Total Budget	LGVSD	Napa SD	Novato SD	SVCSD	SCWA	NMWD	Napa County	Petaluma	MMWD	American Canyon
<i>Percent for Phase Engineering mtgs, etc.</i>		0.000%	14.286%	14.286%	14.286%	14.286%	0.000%	0.000%	14.286%	14.286%	14.286%
Engineering Tasks 1 & 5: Mtgs, Admin, Grant Admin and Outreach - BC	150,814.00	-	21,545.00	21,545.00	21,545.00	21,544.00	-	-	21,545.00	21,545.00	21,545.00
<i>Percent for Phase 2 Feasibility Study</i>		0.000%	30.303%	21.212%	9.091%	6.061%	0.000%	0.000%	21.212%	3.030%	9.091%
Engineering: Task 2 Feasibility Study - BC	-	-	-	-	-	-	-	-	-	-	-
<i>Percent for Phase 2 EIR/EIS & Financial Cap</i>		0.000%	6.755%	8.198%	4.784%	9.962%	0.000%	0.000%	44.009%	10.355%	15.936%
Engineering Tasks 3 & 4: Environmental and Financial Capability - BC	-	-	-	-	-	-	-	-	-	-	-
<i>Percent for Phase 2 SCWA</i>		0.000%	14.286%	14.286%	14.286%	14.286%	0.000%	0.000%	14.286%	14.286%	14.286%
SCWA Administration - Grants and EIR/EIS	75,479.00	-	10,783.00	10,783.00	10,783.00	10,781.00	-	-	10,783.00	10,783.00	10,783.00
Total	\$ 226,293.00	\$ -	\$ 32,328.00	\$ 32,328.00	\$ 32,328.00	\$ 32,325.00	\$ -	\$ -	\$ 32,328.00	\$ 32,328.00	\$ 32,328.00

Joint Use											
Shared on the Basis of Phase 2 Project Cost in Feasibility Study	Total Budget	LGVSD	Napa SD	Novato SD	SVCSD	SCWA	NMWD	Napa County	Petaluma	MMWD	American Canyon
<i>Percent for Joint Use</i>		10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%
Program Management - Weir	37,500.00	3,750.00	3,750.00	3,750.00	3,750.00	3,750.00	3,750.00	3,750.00	3,750.00	3,750.00	3,750.00
State Advocacy - The Onate Group (Sub to Bryant)	36,000.00	3,600.00	3,600.00	3,600.00	3,600.00	3,600.00	3,600.00	3,600.00	3,600.00	3,600.00	3,600.00
SCWA Administration	120,000.00	12,000.00	12,000.00	12,000.00	12,000.00	12,000.00	12,000.00	12,000.00	12,000.00	12,000.00	12,000.00
Total	\$ 193,500.00	\$ 19,350.00	\$ 19,350.00	\$ 19,350.00	\$ 19,350.00	\$ 19,350.00	\$ 19,350.00	\$ 19,350.00	\$ 19,350.00	\$ 19,350.00	\$ 19,350.00

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

North Bay Water Reuse Authority
July 1, 2017 to Date Transaction Summary
as of August 22, 2017
PHASE 1

Item No. 6.b.3

<u>Date</u>	<u>Description</u>	<u>Amount</u>		<u>Las Gallinas</u>	<u>Napa</u>	<u>Novato</u>	<u>SVCSD</u>	<u>SCWA</u>	<u>North Marin Water Dist.</u>	<u>Napa County</u>
7/1/2017	Beginning Balance	157,738.22	b	16,168.17	54,656.29	14,622.33	27,320.27	5,631.25	33,708.66	5,631.25
				-	-	-	-	-	-	-
	Current NBWRA Balance	\$ 157,738.22		\$ 16,168.17	\$ 54,656.29	\$ 14,622.33	\$ 27,320.27	\$ 5,631.25	\$ 33,708.66	\$ 5,631.25
	PENDING									
	Brown and Caldwell - 11298079	(3,456.00)	bc3	(250.18)	(1,102.26)	(297.60)	(949.47)	(123.44)	(609.64)	(123.41)
	Projected Balance	\$ 154,282.22		\$ 15,917.99	\$ 53,554.03	\$ 14,324.73	\$ 26,370.80	\$ 5,507.81	\$ 33,099.02	\$ 5,507.84
				10.25%	34.65%	9.27%	17.32%	3.57%	21.37%	3.57%

Current NBWRA Reconciliation			
Beginning Balance	157,738.22	b	
Deposits	-	d	
Interest Earnings	-	i	
Payments	-	p	
Total:	157,738.22		

Current NBWRA Phase 1 Support Reconciliation by Entity							
16,168.17	54,656.29	14,622.33	27,320.27	5,631.25	33,708.66	5,631.25	
-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-
16,168.17	54,656.29	14,622.33	27,320.27	5,631.25	33,708.66	5,631.25	

Current NBWRA Obligations							
<u>Vendor</u>	<u>Encumbrances</u>		<u>Paid to date</u>	<u>Adjustments</u>	<u>Balance</u>	<u>Expires</u>	<u>% Spent</u>
Grant Applications and Management - (B&C: FY 14/15 - 16/17)	49,134.01	bc3	-		49,134.01		0.00%
Grant Applications and Management - (B&C: FY 17/18)	-						
Program Development - (B&A: FY 17/18)	-						
Federal Advocacy (TFG sub) - (B&A: FY 17/18)	-						
Total	49,134.01		-	-	49,134.01		0.00%

Carryover from Last FY

North Bay Water Reuse Authority
July 1, 2017 to Date Transaction Summary
as of August 22, 2017
PHASE 2

Item No. 6.b.3

<u>Date</u>	<u>Description</u>	<u>Amount</u>	<u>Las Galinas</u>	<u>Napa</u>	<u>Novato</u>	<u>SVCS</u>	<u>SCWA</u>	<u>City of Petaluma</u>	<u>Marin Muni Water Dist.</u>	<u>American Canyon</u>
Phase 2 - Support										
7/1/2017	Beginning Balance	(51,885.16) b	647.63	393.05	393.05	393.05	391.94	393.05	(26,924.65)	(27,572.28)
8/1/2017	SVCS - PH 2 Support Fee - Invoice FY 17/18 (WTRN-38)	25,121.00 d				25,121.00				
8/1/2017	SCWA - PH 2 Support Fee - Invoice FY 17/18 (WTRN-37)	25,124.00 d					25,124.00			
8/21/2017	Napa SD - PH 2 Support Fee - Invoice FY 17/18 (WTRN-43)	25,121.00 d		25,121.00						
8/21/2017	City of Petaluma - PH 2 Support Fee - Invoice FY 17/18 (WTRN-40)	25,121.00 d						25,121.00		
			-	-	-	-	-	-	-	-
Current NBWRA Phase 2 - Support Balance \$			\$ 647.63	\$ 25,514.05	\$ 393.05	\$ 25,514.05	\$ 25,515.94	\$ 25,514.05	\$ (26,924.65)	\$ (27,572.28)
PENDING										
	American Canyon - PH 2 Support Fee - Invoice #2 FY 16/17 (WTRN-29)	27,503.00								27,503.00
	Marin Muni - PH 2 Support Fee - Invoice #2 FY 16/17 (WTRN-31)	27,503.00							27,503.00	
	Novato SD - PH 2 Support Fee - Invoice FY 17/18 (WTRN-42)	25,121.00			25,121.00					
	Marin Muni - PH 2 Support Fee - Invoice FY 17/18 (WTRN-41)	25,121.00						25,121.00		
	American Canyon - PH 2 Support Fee - Invoice FY 17/18 (WTRN-39)	25,121.00								25,121.00
	Bryant July 2017 Invoice - Program Development	(8,820.00) ba1-pd	-	(1,260.00)	(1,260.00)	(1,260.00)	(1,260.00)	(1,260.00)	(1,260.00)	(1,260.00)
	Bryant July 2017 Invoice - Federal Advocacy	(5,000.00) ba1-fa	-	(714.29)	(714.29)	(714.29)	(714.26)	(714.29)	(714.29)	(714.29)
Projected NBWRA Phase 2 - Support Balance \$			\$ 647.63	\$ 24,254.05	\$ 24,254.05	\$ 24,254.05	\$ 24,255.94	\$ 24,254.05	\$ 24,439.35	\$ 23,791.72
			0.38%	14.25%	14.25%	14.25%	14.26%	14.25%	14.36%	13.98%
Current NBWRA Phase 2 - Support Reconciliation Totals			Current NBWRA Phase 2 - Support Reconciliation by Entity							
	Beginning Balance	(51,885.16) b	647.63	393.05	393.05	393.05	391.94	393.05	(26,924.65)	(27,572.28)
	Deposits	100,487.00 d	-	25,121.00	-	25,121.00	25,124.00	25,121.00	-	-
	Interest Earnings	- i	-	-	-	-	-	-	-	-
	Payments	- p	-	-	-	-	-	-	-	-
Total \$			\$ 647.63	\$ 25,514.05	\$ 393.05	\$ 25,514.05	\$ 25,515.94	\$ 25,514.05	\$ (26,924.65)	\$ (27,572.28)
Current NBWRA Phase 2 - Support Obligations										
<u>Vendor</u>		<u>Encumbrances</u>	<u>Paid to date</u>	<u>Adjustments</u>	<u>Balance</u>	<u>Expires</u>	<u>% Spent</u>			
Phase 2 - Support										
Program Development - (B&A: FY 17/18)		110,850.00 ba1-pd	-		110,850.00		0.00%			
Federal Advocacy (TFG sub) - (B&A: FY 17/18)		65,000.00 ba1-fa	-		65,000.00		0.00%			
Subtotal \$		175,850.00	-	-	\$ 175,850.00		0.00%			

North Bay Water Reuse Authority
July 1, 2017 to Date Transaction Summary
as of August 22, 2017
PHASE 2

Item No. 6.b.3

Date	Description	Amount	Las Galinas	Napa	Novato	SVCSD	SCWA	City of Petaluma	Marin Muni Water Dist.	American Canyon	
Phase 2 - Feasibility Study											
Engineering Tasks 1 & 5: Mtgs, Admin, Grant Admin and Outreach											
7/1/2017	Beginning Balance	15,022.93	b	-	21,582.05	21,581.05	21,582.05	21,579.33	21,581.05	(46,441.30)	(46,441.30)
8/1/2017	SVCSD - PH 2 Feasibility Study Fee (Eng Tasks 1 & 5) - Invoice FY 17/18 (WTRN-38)	21,545.00	d			21,545.00					
8/1/2017	SCWA - PH 2 Feasibility Study Fee (Eng Tasks 1 & 5) - Invoice FY 17/18 (WTRN-37)	21,544.00	d				21,544.00				
8/21/2017	Napa SD - PH 2 Feasibility Study Fee (Eng Tasks 1 & 5) - Invoice FY 17/18 (WTRN-43)	21,545.00	d		21,545.00						
8/21/2017	City of Petaluma - PH 2 Feasibility Study Fee (Eng Tasks 1 & 5) - Invoice FY 17/18 (WTRN-40)	21,545.00	d						21,545.00		
				-	-	-	-	-	-	-	-
Current NBWRA Phase 2 - Engineering Tasks 1 & 5: Mtgs, Admin, Grant Admin and Outreach Balance \$ 101,201.93				\$ -	\$ 43,127.05	\$ 21,581.05	\$ 43,127.05	\$ 43,123.33	\$ 43,126.05	\$ (46,441.30)	\$ (46,441.30)
PENDING											
	American Canyon - PH 2 FS Engineering Tasks 1 & 5 - Invoice #2 FY 16/17 (WTRN-29)	53,538.00								53,538.00	53,538.00
	Marin Muni - PH 2 FS Engineering Tasks 1 & 5 - Invoice #2 FY 16/17 (WTRN-31)	53,538.00									
	Novato SD - PH 2 Feasibility Study Fee (Eng Tasks 1 & 5) - Invoice FY 17/18 (WTRN-42)	21,545.00			21,545.00						
	Marin Muni - PH 2 Feasibility Study Fee (Eng Tasks 1 & 5) - Invoice FY 17/18 (WTRN-41)	21,545.00								21,545.00	
	American Canyon - PH 2 Feasibility Study Fee (Eng Tasks 1 & 5) - Invoice FY 17/18 (WTRN-39)	21,545.00									21,545.00
	Brown and Caldwell - 11298079	(14,363.20)	bc3	-	(2,538.70)	(2,538.70)	(2,538.70)	(2,538.82)	(2,538.70)	(834.79)	(834.79)
Projected NBWRA Phase 2 - Engineering Tasks 1 & 5: Mtgs, Admin, Grant Admin and Outreach Balance \$ 258,549.73				\$ -	\$ 40,588.35	\$ 40,587.35	\$ 40,588.35	\$ 40,584.51	\$ 40,587.35	\$ 27,806.91	\$ 27,806.91
				0.00%	15.70%	15.70%	15.70%	15.70%	15.70%	10.75%	10.75%
Current NBWRA Phase 2 Feasibility Study Eng Tasks 1 & 5 Reconciliation Totals			Current NBWRA Phase 2 Feasibility Study Eng Tasks 1 & 5 Reconciliation by Entity								
Beginning Balance	15,022.93	b	-	21,582.05	21,581.05	21,582.05	21,579.33	21,581.05	(46,441.30)	(46,441.30)	
Deposits	86,179.00	d	-	21,545.00	-	21,545.00	21,544.00	21,545.00	-	-	
Interest Earnings	-	i	-	-	-	-	-	-	-	-	
Payments	-	p	-	-	-	-	-	-	-	-	
Total	\$ 101,201.93		\$ -	\$ 43,127.05	\$ 21,581.05	\$ 43,127.05	\$ 43,123.33	\$ 43,126.05	\$ (46,441.30)	\$ (46,441.30)	
Current NBWRA Phase 2 - Feasibility Study: Engineering Tasks 1 & 5 Obligations											
Vendor		Encumbrances	Paid to date	Adjustments	Balance	Expires	% Spent				
Phase 2 - Feasibility Study											
Engineering Tasks 1 & 5: Mtgs, Admin, Grant Admin and Outreach:											
Brown & Caldwell: (FY 14/15 - 16/17)		122,098.93	bc3	-	122,098.93		0.00%				
Brown & Caldwell: (FY 17/18)		150,814.00	bc4	-	150,814.00		0.00%				
Subtotal		\$ 272,912.93	\$ -	\$ -	\$ 272,912.93		0.00%				

North Bay Water Reuse Authority
July 1, 2017 to Date Transaction Summary
as of August 22, 2017
PHASE 2

Item No. 6.b.3

<u>Date</u>	<u>Description</u>	<u>Amount</u>	<u>Las Galinas</u>	<u>Napa</u>	<u>Novato</u>	<u>SVCS</u>	<u>SVCS</u>	<u>SCWA</u>	<u>City of Petaluma</u>	<u>Marin Muni Water Dist.</u>	<u>American Canyon</u>
Phase 2 - Feasibility Study											
Engineering: Task 2 Feasibility Study											
	Beginning Balance	(4,477.14) b	-	42,535.08	29,774.61	12,760.48	8,507.06	29,774.61	(31,957.46)	(95,871.52)	
			-	-	-	-	-	-	-	-	-
	Current NBWRA Phase 2 - Engineering Task 2 Feasibility Study Balance	\$ (4,477.14)	\$ -	\$ 42,535.08	\$ 29,774.61	\$ 12,760.48	\$ 8,507.06	\$ 29,774.61	\$ (31,957.46)	\$ (95,871.52)	
	PENDING										
	American Canyon - PH 2 FS Engineering Task 2 - Invoice #2 FY 16/17 (WTRN-29)	108,632.00									108,632.00
	Marin Muni - PH 2 FS Engineering Tasks 2 - Invoice #2 FY 16/17 (WTRN-31)	36,211.00								36,211.00	
	Brown and Caldwell - 11298079	(1,004.00) bc3	-	(304.24)	(212.97)	(91.27)	(60.86)	(212.97)	(30.42)	(91.27)	
	Projected NBWRA Phase 2 - Engineering Task 2 Feasibility Study Balance	\$ 139,361.86	\$ -	\$ 42,230.84	\$ 29,561.64	\$ 12,669.21	\$ 8,446.20	\$ 29,561.64	\$ 4,223.12	\$ 12,669.21	
			0.00%	30.30%	21.21%	9.09%	6.06%	21.21%	3.03%	9.09%	
	Current NBWRA Phase 2 Feasibility Study Eng Task 2 Reconciliation Totals		Current NBWRA Phase 2 Feasibility Study Eng Task 2 Reconciliation by Entity								
	Beginning Balance	(4,477.14) b	-	42,535.08	29,774.61	12,760.48	8,507.06	29,774.61	(31,957.46)	(95,871.52)	
	Deposits	- d	-	-	-	-	-	-	-	-	
	Interest Earnings	- i	-	-	-	-	-	-	-	-	
	Payments	- p	-	-	-	-	-	-	-	-	
	Total	\$ (4,477.14)	\$ -	\$ 42,535.08	\$ 29,774.61	\$ 12,760.48	\$ 8,507.06	\$ 29,774.61	\$ (31,957.46)	\$ (95,871.52)	
Current NBWRA Phase 2 - Feasibility Study: Engineering Task 2 Obligations											
	<u>Vendor</u>		<u>Encumbrances</u>		<u>Paid to date</u>	<u>Adjustments</u>	<u>Balance</u>	<u>Expires</u>	<u>% Spent</u>		
	Phase 2 - Feasibility Study										
	Engineering: Task 2 Feasibility Study:										
	Brown & Caldwell: (FY 14/15 - 16/17)	140,365.86 bc3	-				140,365.86		0.00%		
	Brown & Caldwell: (FY 17/18)	-									
	Subtotal	\$ 140,365.86	\$ -	\$ -	\$ 140,365.86				0.00%		

North Bay Water Reuse Authority
July 1, 2017 to Date Transaction Summary
as of August 22, 2017
PHASE 2

Item No. 6.b.3

<u>Date</u>	<u>Description</u>	<u>Amount</u>		<u>Las Galinas</u>	<u>Napa</u>	<u>Novato</u>	<u>SVCS</u>	<u>SCWA</u>	<u>City of Petaluma</u>	<u>Marin Muni Water Dist.</u>	<u>American Canyon</u>
Phase 2 - Feasibility Study											
Engineering: Tasks 3 & 4 Environmental and Financial Capability											
	Beginning Balance	556,682.82	b	-	52,332.08	63,512.93	37,066.18	77,181.35	340,947.38	(5,655.04)	(8,702.06)
				-	-	-	-	-	-	-	-
	Current NBWRA Phase 2 - Engineering Tasks 3 & 4 Environmental and Financial Capability Balance	\$ 556,682.82		\$ -	\$ 52,332.08	\$ 63,512.93	\$ 37,066.18	\$ 77,181.35	\$ 340,947.38	\$ (5,655.04)	\$ (8,702.06)
	PENDING										
	American Canyon - PH 2 FS Engineering Tasks 3 & 4 - Invoice #2 FY 16/17 (WTRN-29)	132,167.00									132,167.00
	Marin Muni - PH 2 FS Engineering Tasks 3 & 4 - Invoice #2 FY 16/17 (WTRN-31)	85,879.00								85,879.00	
	Brown and Caldwell - 11298079	(45,738.27)	bc3	-	(3,089.62)	(3,749.62)	(2,188.12)	(4,556.90)	(20,128.96)	(4,736.20)	(7,288.85)
	Projected NBWRA Phase 2 - Engineering Tasks 3 & 4 Environmental and Financial Capability Balance	\$ 774,728.82		\$ -	\$ 52,332.08	\$ 63,512.93	\$ 37,066.18	\$ 77,181.35	\$ 340,947.38	\$ 80,223.96	\$ 123,464.94
				0.00%	6.75%	8.20%	4.78%	9.96%	44.01%	10.36%	15.94%
Current NBWRA Phase 2 Feasibility Study Eng Tasks 3 & 4 Reconciliation Totals				Current NBWRA Phase 2 Feasibility Study Eng Tasks 3 & 4 Reconciliation by Entity							
	Beginning Balance	556,682.82	b	-	52,332.08	63,512.93	37,066.18	77,181.35	340,947.38	(5,655.04)	(8,702.06)
	Deposits	-	d	-	-	-	-	-	-	-	-
	Interest Earnings	-	i	-	-	-	-	-	-	-	-
	Payments	-	p	-	-	-	-	-	-	-	-
	Total	\$ 556,682.82		\$ -	\$ 52,332.08	\$ 63,512.93	\$ 37,066.18	\$ 77,181.35	\$ 340,947.38	\$ (5,655.04)	\$ (8,702.06)
Current NBWRA Phase 2 - Feasibility Study: Engineering Tasks 3 & 4 Obligations											
	<u>Vendor</u>			<u>Encumbrances</u>	<u>Paid to date</u>	<u>Adjustments</u>	<u>Balance</u>	<u>Expires</u>	<u>% Spent</u>		
	Phase 2 - Feasibility Study										
	Engineering: Tasks 3 & 4: Environmental and Financial Capability:										
	Brown & Caldwell: (FY 14/15 - 16/17)	774,728.82	bc3	-			774,728.82		0.00%	Carryover from Last FY	
	Brown & Caldwell: (FY 17/18)	-									
	Subtotal	\$ 774,728.82		\$ -	\$ -	\$ 774,728.82			0.00%		

North Bay Water Reuse Authority
July 1, 2017 to Date Transaction Summary
as of August 22, 2017
PHASE 2

Item No. 6.b.3

Date	Description	Amount		Las Galinas	Napa	Novato	SVCS	SCWA	City of Petaluma	Marin Muni Water Dist.	American Canyon		
Phase 2 - Feasibility Study													
SCWA Administration - Grants and EIR/EIS:													
7/1/2017	Beginning Balance	82,567.53	b	-	24,221.69	24,221.69	24,221.69	24,221.63	24,221.69	(19,270.43)	(19,270.43)		
8/1/2017	SVCS - PH 2 Feasibility Study Fee (SCWA Admin & EIS/EIR) - Invoice FY 17/18 (WTRN-38)	10,783.00	d				10,783.00						
8/1/2017	SCWA - PH 2 Feasibility Study Fee (SCWA Admin & EIS/EIR) - Invoice FY 17/18 (WTRN-37)	10,781.00	d					10,781.00					
8/10/2017	Salary/Assn Chgs Applied - N4	(10,990.35)	p	a3	(1,691.09)	(1,691.09)	(1,691.09)	(1,691.17)	(1,691.09)	(1,267.41)	(1,267.41)		
8/10/2017	Salary/Assn Chgs Applied - N5	(3,074.59)	p	a3	(473.09)	(473.09)	(473.09)	(473.11)	(473.09)	(354.56)	(354.56)		
8/21/2017	Napa SD - PH 2 Feasibility Study Fee (SCWA Admin & EIS/EIR) - Invoice FY 17/18 (WTRN-43)	10,783.00	d		10,783.00								
8/21/2017	City of Petaluma - PH 2 Feasibility Study Fee (SCWA Admin & EIS/EIR) - Invoice FY 17/18 (WTRN-40)	10,783.00	d						10,783.00				
Current NBWRA Phase 2 - SCWA Administration and EIR/EIS \$				111,632.59	\$	-	\$ 32,840.51	\$ 22,057.51	\$ 32,840.51	\$ 32,838.35	\$ 32,840.51	\$ (20,892.40)	\$ (20,892.40)
PENDING													
American Canyon - PH 2 FS SCWA Administration and EIR/EIS - Invoice #2 FY 16/17 (WTRN-29)				37,423.00								37,423.00	
Marin Muni - PH 2 FS SCWA Administration and EIR/EIS - Invoice #2 FY 16/17 (WTRN-31)				37,423.00									37,423.00
Novato SD - PH 2 Feasibility Study Fee (SCWA Admin & EIS/EIR) - Invoice FY 17/18 (WTRN-42)				10,783.00			10,783.00						
Marin Muni - PH 2 Feasibility Study Fee (SCWA Admin & EIS/EIR) - Invoice FY 17/18 (WTRN-41)				10,783.00							10,783.00		
American Canyon - PH 2 Feasibility Study Fee (SCWA Admin & EIS/EIR) - Invoice FY 17/18 (WTRN-39)				10,783.00									10,783.00
Projected NBWRA Phase 2 - SCWA Administration and EIR/EIS \$				218,827.59	\$	-	\$ 32,840.51	\$ 32,840.51	\$ 32,840.51	\$ 32,838.35	\$ 32,840.51	\$ 27,313.60	\$ 27,313.60
						0.00%	15.01%	15.01%	15.01%	15.01%	15.01%	12.48%	12.48%
Current NBWRA Phase 2 Feasibility Study SCWA Administration - Grants and EIR/EIS Reconciliation Totals													
Beginning Balance	82,567.53	b		-	24,221.69	24,221.69	24,221.69	24,221.63	24,221.69	(19,270.43)	(19,270.43)		
Deposits	43,130.00	d		-	10,783.00	-	10,783.00	10,781.00	10,783.00	-	-		
Interest Earnings	-	i		-	-	-	-	-	-	-	-		
Payments	(14,064.94)	p		-	(2,164.18)	(2,164.18)	(2,164.18)	(2,164.28)	(2,164.18)	(1,621.97)	(1,621.97)		
Total	\$ 111,632.59			\$ -	\$ 32,840.51	\$ 22,057.51	\$ 32,840.51	\$ 32,838.35	\$ 32,840.51	\$ (20,892.40)	\$ (20,892.40)		
Current NBWRA Phase 2 - Feasibility Study: SCWA Administration - Grants and EIR/EIS Obligations													
Vendor	Encumbrances	Paid to date	Adjustments	Balance	Expires	% Spent							
Phase 2 - Feasibility Study													
SCWA Administration - Grants and EIR/EIS:													
SCWA: (FY 14/15 - 16/17)	157,413.53	a3	14,064.94	143,348.59	8.94%	Carryover from Last FY							
SCWA: (FY 17/18)	75,479.00	a4	-	75,479.00	0.00%								
Subtotal	\$ 232,892.53		\$ 14,064.94	\$ 218,827.59	6.04%								
Phase 2 Feasibility Study Balance Totals													
Current NBWRA Phase 2 - Feasibility Study Balance				765,040.20	-	170,834.72	136,926.10	125,794.22	161,650.09	446,688.55	(104,946.20)	(171,907.28)	
Projected NBWRA Phase 2 - Feasibility Study Balance				1,391,468.00	-	167,991.78	166,502.43	123,164.25	159,050.41	443,936.88	139,567.59	191,254.66	
*Projected Balance includes all pending transactions													

North Bay Water Reuse Authority
July 1, 2017 to Date Transaction Summary
as of August 22, 2017
PHASE 2

Item No. 6.b.3

<u>Date</u>	<u>Description</u>	<u>Amount</u>	<u>Las Galinas</u>	<u>Napa</u>	<u>Novato</u>	<u>SVCS</u>	<u>SCWA</u>	<u>City of Petaluma</u>	<u>Marin Muni Water Dist.</u>	<u>American Canyon</u>	
Summary											
Phase 2 Support & Feasibility Study Balance Totals											
Current NBWRA Phase 2 Balance			813,642.04	647.63	196,348.77	137,319.15	151,308.27	187,166.03	472,202.60	(131,870.85)	(199,479.56)
Projected NBWRA Phase 2 Balance			1,561,618.84	647.63	192,245.83	190,756.48	147,418.30	183,306.35	468,190.93	164,006.94	215,046.38
Current NBWRA Phase 2 - Support & Feasibility Study Reconciliation Totals				Current NBWRA Phase 2 - Support & Feasibility Study Reconciliation by Entity							
Beginning Balance	597,910.98	b d i p	647.63	141,063.95	139,483.33	96,023.45	131,881.31	416,917.78	(130,248.88)	(197,857.59)	
Deposits	229,796.00		-	57,449.00	-	57,449.00	57,449.00	57,449.00	-	-	
Interest Earnings	-		-	-	-	-	-	-	-	-	
Payments	(14,064.94)		-	(2,164.18)	(2,164.18)	(2,164.18)	(2,164.28)	(2,164.18)	(1,621.97)	(1,621.97)	
Totals			813,642.04	647.63	196,348.77	137,319.15	151,308.27	187,166.03	472,202.60	(131,870.85)	(199,479.56)
NBWRA Phase 2 - Support & Feasibility Study Total Obligations											
<u>Vendor</u>	<u>Encumbrances</u>		<u>Paid to date</u>	<u>Adjustments</u>	<u>Balance</u>	<u>Expires</u>	<u>% Spent</u>				
Phase 2 - Support & Feasibility Study Totals											
Program Development - (B&A: FY 17/18)	110,850.00	ba1-pd	-	-	110,850.00		0.00%				
Federal Advocacy (TFG sub) - (B&A: FY 17/18)	65,000.00	ba1-fa	-	-	65,000.00		0.00%				
Brown & Caldwell: (FY 14/15 - 16/17)	1,037,193.61	bc3	-	-	1,037,193.61		0.00%				
Brown & Caldwell: (FY 17/18)	150,814.00	bc4	-	-	150,814.00		0.00%				
SCWA: (FY 14/15 - 16/17)	157,413.53	a3	14,064.94	-	143,348.59		8.94%				
SCWA: (FY 17/18)	75,479.00	a4	-	-	75,479.00		0.00%				
Subtotal \$		1,596,750.14	\$	14,064.94	\$	-	\$	1,582,685.20	0.88%		
*Projected Balance includes all pending transactions											

North Bay Water Reuse Authority
July 1, 2017 to Date Transaction Summary
as of August 22, 2017
JOINT USE

Item No. 6.b.3

Date	Description	Amount	Las Gallinas	Napa	Novato	SVCSD	SCWA	North Marin Water Dist.	Napa County	City of Petaluma	Marin Muni Water Dist.	American Canyon
7/1/2017	Beginning Balance	118,543.14	19,662.35	19,662.35	19,662.35	19,662.35	19,662.20	19,662.35	19,662.35	15,952.48	(17,522.82)	(17,522.82)
8/1/2017	SVCSD - Joint Use - Invoice FY 17/18 (WTRN-38)	19,350.00				19,350.00						
8/1/2017	SCWA - Joint Use - Invoice FY 17/18 (WTRN-37)	19,350.00					19,350.00					
8/10/2017	Weir Technical Services SCWA 07-17	2,520.00	295.16	295.16	295.16	295.16	295.14	295.16	295.16	295.16	79.37	79.37
8/10/2017	Salary/Assn Chgs Applied	14,209.43	1,664.30	1,664.30	1,664.30	1,664.30	1,664.27	1,664.30	1,664.30	1,664.30	447.53	447.53
8/21/2017	Las Gallinas - Joint Use - Invoice FY 17/18 (WTRN-46)	19,350.00	19,350.00									
8/21/2017	Napa SD - Joint Use - Invoice FY 17/18 (WTRN-43)	19,350.00		19,350.00								
8/21/2017	Napa County - Joint Use - Invoice FY 17/18 (WTRN-44)	19,350.00							19,350.00			
8/21/2017	City of Petaluma - Joint Use - Invoice FY 17/18 (WTRN-40)	19,350.00								19,350.00		
Current NBWRA Balance \$ 251,372.57			\$ 40,971.81	\$ 40,971.81	\$ 21,621.81	\$ 40,971.81	\$ 40,971.61	\$ 21,621.81	\$ 40,971.81	\$ 37,261.94	\$ (16,995.92)	\$ (16,995.92)
PENDING												
	Marin Muni - JU Fee - Invoice #2 FY 16/17 (WTRN-31)	20,319.00									20,319.00	
	American Canyon - JU Fee - Invoice #2 FY 16/17 (WTRN-29)	20,319.00										20,319.00
	Novato SD - Joint Use - Invoice FY 17/18 (WTRN-42)	19,350.00			19,350.00							
	NMMD - Joint Use - Invoice FY 17/18 (WTRN-45)	19,350.00						19,350.00				
	MMWD - Joint Use - Invoice FY 17/18 (WTRN-41)	19,350.00									19,350.00	
	American Canyon - Joint Use - Invoice FY 17/18 (WTRN-39)	19,350.00										19,350.00
			-	-	-	-	-	-	-	-	-	-
Projected Balance \$ 369,410.57			\$ 40,971.81	\$ 40,971.81	\$ 40,971.81	\$ 40,971.81	\$ 40,971.61	\$ 40,971.81	\$ 40,971.81	\$ 37,261.94	\$ 22,673.08	\$ 22,673.08
			11.09%	11.09%	11.09%	11.09%	11.09%	11.09%	11.09%	10.09%	6.14%	6.14%
Current NBWRA Reconciliation			Current NBWRA Joint Use Reconciliation by Entity									
Beginning Balance	118,543.14	b	19,662.35	19,662.35	19,662.35	19,662.35	19,662.20	19,662.35	19,662.35	15,952.48	(17,522.82)	(17,522.82)
Deposits	116,100.00	d	19,350.00	19,350.00	-	19,350.00	19,350.00	-	19,350.00	19,350.00	-	-
Interest Earnings	-	i	-	-	-	-	-	-	-	-	-	-
Payments	16,729.43	p	1,959.46	1,959.46	1,959.46	1,959.46	1,959.41	1,959.46	1,959.46	1,959.46	526.90	526.90
Total:	251,372.57		40,971.81	40,971.81	21,621.81	40,971.81	40,971.61	21,621.81	40,971.81	37,261.94	(16,995.92)	(16,995.92)
Current NBWRA Obligations												
Vendor	Encumbrances		Paid to date	Adjustments	Balance	Expires	% Spent					
Program Mangement - (Weir : FY 14/15 - 16/17)	51,961.65	w3	2,520.00		49,441.65		4.85%	Carryover from Last FY				
Program Mangement - (Weir : FY 17/18)	37,500.00	w4	-		37,500.00		0.00%					
State Advocacy (Olate Group sub) - (B&A: FY 17/18)	36,000.00	ba1-sa	-		36,000.00		0.00%					
SCWA Administration - (SCWA : FY 14/15 - 16/17)	36,387.20	a3	14,209.43		22,177.77		39.05%	Carryover from Last FY				
SCWA Administration - (SCWA : FY 17/18)	120,000.00	a4	-		120,000.00		0.00%					
Total	281,848.85		16,729.43	-	265,119.42		5.94%					

North Bay Water Reuse Authority
July 1, 2017 to Date Transaction Summary
as of August 22, 2017
Discretionary

Item No. 6.b.3

<u>Date</u>	<u>Description</u>	<u>Amount</u>	
7/1/2017	Beginning Balance	48,724.00	b
Current NBWRA Balance		48,724.00	
PENDING			
	Marin County Associate Member Fee	5,000.00	
Projected Balance		53,724.00	

Current NBWRA Reconciliation			
Beginning Balance	48,724.00	b	
Deposits	-	d	
Interest Earnings	-	i	
Payments	-	p	
Balance	48,724.00		

<u>Combined</u>	<u>Marin Muni Water Dist.</u>	<u>Marin County</u>	<u>City of American Canyon</u>
48,724.00	21,884.62	20,000.00	15,000.00
48,724.00	-	21,884.62	15,000.00
5,000.00	-	5,000.00	-
-	-	-	-
53,724.00	-	21,884.62	15,000.00
	MMWD	Marin County	AM

Current NBWRA Joint Use Reconciliation by Entity			
48,724.00	21,884.62	20,000.00	15,000.00
-	-	-	-
-	-	-	-
-	-	-	-
48,724.00	21,884.62	20,000.00	15,000.00

NBWRA Obligations						
<u>Vendor</u>	<u>Encumbrances</u>	<u>Paid to date</u>	<u>Adjustments</u>	<u>Balance</u>	<u>Expires</u>	<u>% Spent</u>
<u>N/A</u>						
Total	-	-	-	-		
<u>Project</u>	<u>Unencumbered</u>	<u>Spent</u>	<u>Misc.</u>	<u>Balance</u>		<u>% Spent</u>
Admin Agency Services (Unallocated)	-	ua	-	-		#DIV/0!
Admin Agency Services (Room Rental)	-	rr	-	-		#DIV/0!
Federal Congressional Tour	-	ft	-	-		#DIV/0!
State Congressional Tour	-	st	-	-		#DIV/0!
Total	-	-	-	-		
Miscellaneous Expenses		m	-			
	<u>Scheduled costs</u>	<u>Expenses</u>	<u>Adjustments</u>	<u>Balance</u>		<u>% Spent</u>
Total	-	-	-	-		#DIV/0!

EXPENSES NOT ALLOCATED TO
SPECIFIC ENTITIES IN THIS
ACCOUNT

**Interest
North Bay Water Reuse Authority
as of August 22, 2017**

FY2013/2014

Period	Date Posted	Amount
1st Quarter	10/15/2013	\$ 1,335.43
2nd Quarter	1/15/2014	\$ 1,445.77
3rd Quarter	4/16/2014	\$ 1,034.70
4th Quarter	7/16/2014	\$ 590.63
Total		\$ 4,406.53

FY2014/2015

Period	Date Posted	Amount
1st Quarter	10/15/2014	\$ 1,849.53
2nd Quarter	1/15/2015	\$ 2,430.25
3rd Quarter	4/16/2015	\$ 2,256.57
4th Quarter	7/15/2015	\$ 1,682.38
Total		\$ 8,218.73

FY2015/2016

Period	Date Posted	Amount
1st Quarter	10/15/2015	\$ 1,631.68
2nd Quarter	1/15/2016	\$ 3,371.28
3rd Quarter	4/15/2016	\$ 3,509.54
4th Quarter	7/15/2016	\$ 3,407.03
Total		\$ 11,919.53

FY2016/2017

Period	Date Posted	Amount
1st Quarter	10/14/2016	\$ 4,111.97
2nd Quarter	1/13/2017	\$ 5,277.04
3rd Quarter	4/14/2017	\$ 5,383.46
4th Quarter	7/14/2017	\$ 5,766.27
Total		\$ 20,538.74

FY2017/2018

Period	Date Posted	Amount
1st Quarter		
2nd Quarter		
3rd Quarter		
4th Quarter		
Total		\$ -

Board Information Requests

Item 7



Board Information Requests

- 💧 Standing Item: No Board Information Requests at this Time

FY 2017/18 Budget Amendment Request

Item 8



Budget Amendment Rationale

- 💧 Amendment is needed as there are two Phase 2 WaterSMART Construction Grant Applications this year
 - Consultant FY17/18 budget only includes funds for one grant application and were expended on the August 17th submittal
 - The second FOA is expected in early November and will be due 30 days later
 - NBWRA Board approval is needed now so consultant contract can be amended and second Phase 2 grant application prepared

- 💧 Phase 2 Budget FY17/18 Impact
 - Total additional costs: \$25,800
 - Task 5 costs are shared equally under the MOU
 - Additional cost per Phase 2 agency in FY 17/18: \$3,686

Engineering Services – Request for Budget Amendment

💧 **Action Requested Today:** Consider and approve FY17/18 Title XVI Budget Amendment and Member Cost-allocation

Phase 2 Task 5 Additional Grant Application								
Shared on the Basis of Phase 2 Project Cost in Feasibility Study	Total Budget	Napa SD	Novato SD	SVCSD	SCWA	Petaluma	MMWD	American Canyon
<i>Percent for Phase Engineering mtgs, etc.</i>		14.286%	14.286%	14.286%	14.286%	14.286%	14.286%	14.286%
Engineering Tasks 1 & 5: Mtgs, Admin, Grant Admin and Outreach	\$25,800	\$3,686	\$3,686	\$3,686	\$3,686	\$3,686	\$3,686	\$3,686
Summary per Agency								
Agency	Total Budget	Napa SD	Novato SD	SVCSD	SCWA	Petaluma	MMWD	American Canyon
Previous Total	\$ 1,191,286	\$ 153,598	\$ 153,598	\$ 153,598	\$ 153,598	\$ 153,598	\$ 153,598	\$ 153,598
New Total	\$ 1,217,086	\$ 157,284	\$ 157,284	\$ 157,284	\$ 157,284	\$ 157,284	\$ 157,284	\$ 157,284

Proposed MOU Revisions

Item 9



MOU Revisions

Item No. 9

- 💧 March 27, 2017 Chair directed 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

- 💧 Milestones
 - Draft revisions presented at the May 22, 2017 meeting
 - Comments from meeting and agencies have been incorporated
 - Final review at 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
 - Listed all definitions alphabetically
- 💧 Updated and Added Specific Sections
 - Changes to update Phase 1 status
 - Added items Specific to Phase 2 – Feasibility Study has been completed

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
 - Added continuous line numbers
 - Included comments in edited version to explain rationale for changes
- 💧 Specific Changes – refer to summary memo in packet

Approval Process

- 💧 Member Agencies review with Boards/Councils, including legal review
- 💧 Requested Comments by August 14, 2017
- 💧 Final Version to NBWRA Board at this meeting
- 💧 **Action Requested Today** – NBWRA Board approve 4th Amended MOU
- 💧 Member Agencies approve and sign 4th Amended MOU
- 💧 MOU becomes effective upon approval of two thirds of member agencies (7 of the 10)

TO: NBWRA Board of Directors and TAC

FROM: MOU Work Group

DATE: July 17, 2017

SUBJECT: Summary of Recommended MOU Changes

The MOU Workgroup, Chuck Weir, Mike Savage, Kevin Booker, and Jake Spaulding, hereby submit the following documents for review and consideration by the NBWRA Member Agencies:

1. Reorganized NBWRA 3rd Amended MOU Approved by the Board March 25, 2013
2. NBWRA 4th Amended MOU dated July 17, 2017 in MS Word
3. NBWRA 4th Amended MOU dated July 17, 2017 in PDF
4. Clean version of NBWRA 4th Amended MOU dated July 17, 2017 in MS Word
5. Clean version of NBWRA 4th Amended MOU dated July 17, 2017 in PDF

Reorganization: In order to make it easier for the Member Agencies to review the recommended changes to the MOU, we took the current version (3rd Amended) and reorganized it prior to making the suggested changes to the 4th Amended version. There are changes to the formatting only, and include adding line numbers throughout the document and organizing the definitions alphabetically for convenience. This way the suggested changes to the new version will be easier to review.

Suggested Changes: The suggested changes in the 4th Amended version include recommendations from the following: the Workgroup, Napa San (twice, once from Jeff Tucker, once from their legal counsel); Leah Walker, Petaluma; Drew McIntyre, NMWD; comments received at the Board meeting; and the Water Agency's legal counsel. Comments from the Board meeting included: an exit ramp for Phase 1 agencies to drop to associate member level after completion of Phase 1 construction projects, cost reconciliation for Phase 2, and making sure an agency that has been approved for membership but has not yet signed the MOU can vote at meetings.

Cost Reconciliation: It should be noted that the cost reconciliation for Phase 1 and Phase 2 are quite different. Phase 2 has always been based on benefit, while Phase 1 was based on the Member Agencies O&M budgets for the first few years. Thus the cost reconciliation for Phase 1 has been more complicated and more frequent than will be expected for Phase 2.

SUMMARY OF RECOMMENDED CHANGES

At the March 27, 2017 Board meeting, the Chair directed 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

Overview of Changes

In general, the recommended changes distinguish between Phase 1 and Phase 2 issues and include the following:

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
- Listed all definitions alphabetically

Updated and Added Specific Sections

- Changes to update Phase 1 status
- Added items Specific to Phase 2

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
- Added continuous line numbers for ease in identifying changes
- Included comments in the edited version to explain the rationale for the changes

Specific Changes

To assist in the review process, specific changes, referenced by section and line number include the following:

1. Recitals, lines 206 – 219 have been edited to note the completion of the Phase 2 Feasibility Study and additional recitals have been added specific to Phase 2.
2. The definition of Associate Member, Section 1. (a), lines 231 – 239, has been modified to be more consistent with the definition of Member Agency.
3. The definition of North Bay Region, Section 1. (i), lines 264 – 268 has been edited to reflect the proper code section.
4. Definitions specific to Phase 2, Sections 1. (m), (n), and (o), lines 286 – 306 have been modified or added to reflect the completion of the Phase 2 Feasibility Study and to be specific for Phase 2.

5. Section 5, NBWRA Membership, lines 331 – 338, had been modified to account for the \$5,000 dues for Associate Members and to avoid confusion with having that in the section for Phase 1.
6. Sections 14 and 15, lines 413 – 574 have been modified to be specific to Phase 1 cost sharing and fund distribution.
7. Sections 16 and 17, lines 575 – 652 are specific to Phase 2 and have been added to reflect Phase 2 cost sharing and fund distribution.
8. Section 18, Initiation of Membership, lines 653 – 671, has been modified to include City of American Canyon, address buy-in fee issues, and provide for voting as soon as membership has been approved by the Board of Directors.
9. Section 19, Termination of Membership, lines 672 – 695, has been modified to clarify the process for a Phase 1 or Phase 2 Member Agency to become an Associate Member.
10. Exhibits A – E, lines 759 – 812, have been modified as noted above.

Approval Process

At this point, the Member Agencies are encouraged to take this to their Boards and/or Councils for review, including legal counsel review. If possible, any additional comments should be submitted to the Workgroup by August 14, 2017 such that a final version can be included in the NBWRA Board Agenda packet for the August 28, 2017 NBWRA Board meeting. Recall that we are trying to get the packets out approximately two weeks before the Board meetings.

At the August 28, 2017 NBWRA Board meeting, the Board will be asked to approve the 4th Amended MOU. At that point each member agency should be prepared to take it to their respective Board and/or Council for approval. The MOU will become effective when two thirds of the member agencies, seven of the ten, have approved and signed the MOU.

1 NORTH BAY WATER REUSE AUTHORITY

2 ~~THIRD~~FOURTH AMENDED

3 MEMORANDUM OF UNDERSTANDING

4
5
6
7
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11
12 Supersedes
13
14

15	Memorandum of Understanding	March 15, 2005
16	First Amended Memorandum of Understanding	September 24, 2008
17	Second Amended Memorandum of Understanding	November 3, 2010
18	<u>Third Amended Memorandum of Understanding</u>	<u>March 25, 2013</u>

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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

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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 storage, and environmental enhancement water 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.

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

192 WHEREAS, the parties intend that participation in this MOU be entirely voluntary; and

193 WHEREAS, it is understood that the primary purpose of this MOU is to provide a
194 governance structure, led by a Board of Directors consisting of members of the governing boards
195 from the Member Agencies, for the successful completion of recycled water projects in the North
196 Bay Region; ~~and-~~

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

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

205 WHEREAS, Phase 1 includes receipt of the full \$25,000,000 federal authorization, and

206 WHEREAS, the parties ~~completed~~ are currently conducting Scoping Feasibility Studies
207 for the addition of ~~potential additional~~ projects that are now part of ~~known as~~ Phase 2; ~~and-~~ The
208 ~~magnitude of Phase 2 projects has not yet been determined, but would be determined by a~~

Comment [C3]: Updated to indicate the Feasibility Study has been completed.

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

Comment [C4]: Edited to close out Phase 1.

WHEREAS, the parties have completed 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

Comment [C5]: New Recitals added to address Phase 2. Updated since last version to indicate the Feasibility Study has been completed.

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. For convenience, these definitions are listed alphabetically.

Comment [C6]: As noted, the definitions have been organized alphabetically to reduce the number of edits and make it easier for the member agencies to review.

(a) “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.

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(b) “Associate Member” shall mean a local and/or regional public agency ~~as described in~~
~~Section 1(e)~~ 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. 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.

(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) “Construction Project” shall mean a project described in either the Phase 1 EIR/EIS or the
 Phase 2 EIR/EIS ~~should one be completed.~~

~~(d)~~(e) “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; ~~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.

~~(e)~~(f) “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

Comment [C7]: Section revised based on advice from Sonoma County Counsel.

Comment [C8]: 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.

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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)~~(g) “MOU” shall mean this ~~third~~fourth amended Memorandum of Understanding.

~~(e)~~(h) “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.

~~(h)~~(i) “North Bay Region” shall mean the four counties located ~~identified~~ in the North San Pablo Bay watershed as identified ~~defined in in PL 111-11, Section 9110, Title XVI, 43 U.S.C. 390h-34~~43 U.S.C. 390h-34; Marin, Napa, Solano, and Sonoma. Said area is depicted on the map attached hereto and incorporated herein as **Exhibit A**.

Comment [C9]: Revised based on advice from Sonoma County Counsel.

~~(i)~~(j) “Phase 1” shall mean the projects described as Phase 1 of Alternative 1 of the Phase 1 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 Phase 1 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.

~~(k)~~(l) “Phase 1 Costs” shall mean those costs associated with engineering ~~and~~ environmental analysis, portions of program development, federal advocacy, as well as

Comment [C10]: Edited to better describe Phase 1 costs.

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other costs deemed necessary and approved by the Board, that are associated with the construction of projects described in “Phase 1”, above.

~~(h)~~(l) “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.

~~(h)~~(m) “Phase 2” shall mean the ~~remaining~~ projects defined 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) “Phase 2 Costs” shall mean those costs associated with efforts to conduct ~~S~~sscoping ~~S~~studies, ~~W~~workshops, ~~F~~ffeasibility ~~S~~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

Comment [C11]: Revised to accommodate Phase 2.

Comment [C12]: Section revised to accurately reflect costs for Phase 2.

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

~~(+)(o)~~ “Phase 2 EIR/EIS” shall mean the Environmental Impact Report/Environmental
 Impact Statement, which will be prepared by Brown and Caldwell, and ~~which will be~~
~~considered for certification and approval 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.

Comment [C13]: Added to accommodate Phase 2.

Comment [C14]: Modified per member agency request.

~~(+)(p)~~ “Technical Advisory Committee” shall mean the administrative body established
 at the discretion of the Board of Directors pursuant to this MOU.

~~(+)(q)~~ “USBR” shall mean the United States Bureau of Reclamation.

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

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(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. 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.

Comment [C15]: Deleted from Phase 1 Section and added here to avoid confusion.

~~5.6.~~ 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.

~~6.7.~~ 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

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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) Voting and Authorization Requirements. 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) Open Meetings. The Board of Directors will comply with the Ralph M. Brown Act in conducting its meetings.

(e) Adding Associate Members. Representatives of Associate Members may be added to the

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Board of Directors without modifying this MOU by a majority vote of the Board of Directors.

7.8. 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. ~~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.

Comment [C16]: Deleted since the TAC ended this several years ago.

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(c) Voting and Authorization Requirements: 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.

~~8.9.~~8.9. **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.

~~9.10.~~9.10. **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.

~~10.11.~~10.11. **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:

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(a) Chair. 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) Vice-Chair. 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

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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.

(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

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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 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 Phase 1 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

Comment [C17]: 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.

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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 [Phase 1](#) EIR/EIS or as amended pursuant to Sections 14(~~ed~~) and 16. The costs and liabilities will be allocated among each of the [Phase 1](#) Member Agencies as follows:

- (i) one quarter (25%) of costs and liabilities shall be allocated equally among each of the [Phase 1](#) Member Agencies; and
- (ii) three quarters (75%) of costs and liabilities shall be allocated among [Phase 1](#) 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 (~~ed~~) and 16 herein. The Sonoma County Water Agency shall pay its pro-rata 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.

(~~eb~~) 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 (~~ed~~) and 16.

(~~dc~~) 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

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(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 ~~final~~ determination of costs and reimbursements subject to this subsection (~~dc~~) 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 for the period covering Fiscal Year 2005-2006 through Fiscal Year 2016-2017 subject to this subsection (c) was approved by a majority of the Board of Directors on March 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. That period will include Fiscal Year 2005-2006 to the last fiscal year including costs for Phase 1.

(~~ed~~) 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.

(~~fe~~)(~~hi~~) In the case of non-contractual liabilities arising out of the Phase 1 activities of the parties under this MOU, the Phase 1 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.

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(2ii) Notwithstanding the foregoing paragraph, each Phase 1 Member Agency agrees that it is solely responsible for, and agrees to indemnify, hold harmless, 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 Phase 1 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. ~~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 Phase 1 and Phase 2 Member Agencies shall pay an equal share of Joint Use Costs as defined herein.

~~(ii) If a Member Agency that chooses to opt out of any NBWRA program Phase 2/other non-Phase 1 tasks then later decides to participate, it will be subject to a buy-in fee~~

Comment [C18]: Section revised to address concerns raised by Sonoma County Counsel. The intent is to provide for an appropriate buy-in fee.

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approved by the Board of Directors. Said fee may include applicable costs plus interest from the inception of that program ~~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.

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 (ed) and ~~16~~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 (ed) 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.

Comment [C19]: Revised to be specific to Phase 1. Added date for most recent application for federal funding.

Comment [C20]: Deleted since this is more fully covered in Section 19, Termination of Membership.

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~~(b) Should NBWRA be designated to receive federal funds for Phase 2/other non Phase 1 tasks, this MOU will be modified accordingly.~~

Comment [C21]: Deleted based on advice of Sonoma County Counsel.

16. Sharing of Costs and Resources for Phase 2 Title XVI Program.

Comment [C22]: Paragraph added to Address Phase 2. Much of the language is the same as for Phase 1, but made specific for Phase 2.

Comment [C23]: Additional minor clarification changes added per Napa San's Legal counsel.

(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 Phase 2 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 2 construction projects shall pay 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 Phase 2 projects studied at the feasibility level, which is calculated by dividing the number of each agency's Phase 2 projects studied at the feasibility level by the total number of Phase 2 projects studied at the feasibility level; and

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(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 Phase 2 EIR/EIS , which is calculated by dividing the total costs of each agency's projects included in the Final Phase 2 EIR/EIS by the total cost of all projects included in the Final Phase 2 EIR/EIS; 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.

(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) (i) In the case of non-contractual liabilities arising out of the Phase 2 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.

Comment [C24]: There were questions regarding reallocation for Phase 2. This section addresses that. Phase 2 is different than Phase 1, in that Phase 1 costs were not allocated on the basis of benefit for the first few years.

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(ii) Notwithstanding the foregoing paragraph, each Phase 2 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 Phase 2 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 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 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 applied to the \$18,900,000 federal funding authorization for projects totaling \$75,600,000 and are

Comment [C25]: Added section for Phase 2. The language is similar to that for Phase 1, but is specific for Phase 2.

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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. 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 Section 17, a new Member Agency is subject to all provisions of this MOU, including Section 18 below.

168. 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~~

Comment [C26]: Revised to include City of American Canyon. Modified initiation fee to provide flexibility for the Board in determining payment schedule.

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~~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 1~~6~~8, a new Member Agency is subject to all provisions of this MOU, including Section

1~~7~~9 below. Once the Board of Directors has approved an agency as a new Member Agency,

appointed representatives of that agency are entitled to vote at all Board and TAC meetings.

Comment [C27]: Added this to allow City of American Canyon or any new Member Agency the ability to vote prior to signing the MOU. This may only occur when the MOU is under revision.

1~~7~~9. 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. At this point, a

Phase 1 Member Agency may change its membership to Associate Member. Member

Comment [C28]: Added to address concern raised by a Phase 1 participating agency.

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. At this point, a Phase 2 Member Agency may change

its membership to Associate Member. Phase 2 participants may voluntarily withdraw from

Comment [C29]: Added to be consistent with Phase 1.

the NBWRA prior to the receipt of federal monies for Phase 2 construction projects.

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(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.

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

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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 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

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711 Technical Advisory Committee, and shall cause a copy of the minutes to be forwarded to each
712 Member Agency.

713 **27. Effective Date.** This revision to the MOU shall become effective when two-thirds of the
714 Member Agencies ~~listed in Exhibit B~~ have authorized its execution.

715 **28. Counterparts.** This revision to the MOU may be executed in counterpart and each of these
716 executed counterparts shall have the same force and effect as an original instrument and as if
717 all of the parties to the aggregate counterparts had signed the same instrument.

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720 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: _____

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721
722 IN WITNESS WHEREOF, the parties hereto have executed this Agreement as set forth below.
723
724

Las Gallinas Valley Sanitary District

North Marin Water District

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

County of Napa

By: _____

Print Name: _____

Title: _____

Date: _____

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733 IN WITNESS WHEREOF, the parties hereto have executed this Agreement as set forth below.
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735

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: _____

Date: _____

Comment [C30]: Added signatory block for City of American Canyon.

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Exhibit A

Comment [C31]: Revised graphic to add City of American Canyon.



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NBWRA ~~Third~~Fourth Amended MOU~~March 8, 2013~~June 17, 2017**Exhibit B****Comment [C32]:** Revised 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 <u>\$2,225,876</u>	3.67 <u>6.68</u> %	7.24 <u>10.25</u> %
Novato Sanitary District	3.57%	\$1,679,893 <u>\$898,888</u>	5.04 <u>70</u> %	8.61 <u>9.27</u> %
North Marin Water District	3.57%	4,689,504 <u>\$5,933,499</u>	14.07 <u>17.80</u> %	17.64 <u>21.37</u> %
Sonoma Valley County Sanitation District	3.57%	\$7,967,134 <u>\$4,583,250</u>	23.90 <u>13.75</u> %	27.47 <u>17.32</u> %
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:

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.

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.~~

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Agency	Federal Authorization, Phase 1	Percentage
Las Gallinas Valley Sanitary District	\$1,222,473 <u>\$2,225,876</u>	4.89 <u>8.90</u> %
Novato Sanitary District	\$1,689,893 <u>\$898,888</u>	6.72 <u>7.60</u> %
North Marin Water District	\$4,689,504 <u>\$5,933,499</u>	18.76 <u>23.73</u> %
Sonoma Valley County Sanitation District	\$7,967,134 <u>\$4,583,250</u>	31.87 <u>18.33</u> %
Sonoma County Water Agency	\$0.00	0.00%
Napa Sanitation District	\$9,440,996 <u>\$10,358,487</u>	37.76 <u>41.33</u> %
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:

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.

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.~~

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Comment [C34]: Added to be specific for Phase 2. Cost sharing is based on September 2016 Budget Revisions.

Percentages for Ongoing Phase 2 NBWRA Costs

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

NBWRA ~~Third~~Fourth Amended MOU~~March 8, 2013~~June 17, 2017**Exhibit E**

Comment [C35]: 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>	<u>Federal Authorization, Phase 2</u>	<u>Percentage</u>
<u>Novato Sanitary District</u>	<u>\$6,300,000</u>	<u>8.33</u>
<u>Sonoma Valley County Sanitation District</u>	<u>\$3,600,000</u>	<u>4.76</u>
<u>Sonoma County Water Agency</u>	<u>\$7,600,000</u>	<u>10.05</u>
<u>Napa Sanitation District</u>	<u>\$5,100,000</u>	<u>6.75</u>
<u>Marin Municipal Water District</u>	<u>\$7,800,000</u>	<u>10.32</u>
<u>City of Petaluma</u>	<u>\$33,200,000</u>	<u>43.92</u>
<u>City of American Canyon</u>	<u>\$12,000,000</u>	<u>15.87</u>
<u>TOTALS</u>	<u>\$75,600,000</u>	<u>100.00%</u>

Notes:

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

1 NORTH BAY WATER REUSE AUTHORITY

2 FOURTH AMENDED

3 MEMORANDUM OF UNDERSTANDING

4
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11
12 Supersedes
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14

15	Memorandum of Understanding	March 15, 2005
16	First Amended Memorandum of Understanding	September 24, 2008
17	Second Amended Memorandum of Understanding	November 3, 2010
18	Third Amended Memorandum of Understanding	March 25, 2013
19		

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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

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

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

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

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

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

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

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

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

132 WHEREAS, the parties intend that participation in this MOU be entirely voluntary; and

133 WHEREAS, it is understood that the primary purpose of this MOU is to provide a
134 governance structure, led by a Board of Directors consisting of members of the governing boards
135 from the Member Agencies, for the successful completion of recycled water projects in the North
136 Bay Region; and

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

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

145 WHEREAS, Phase 1 includes receipt of the full \$25,000,000 federal authorization, and

146 WHEREAS, the parties completed a Feasibility Study for the addition of projects that are
147 now part of Phase 2; and

148 WHEREAS, the parties have completed a Feasibility Study for Phase 2 and the projects
149 for Phase 2 have an estimated value of \$75,600,000, which have the potential to receive
150 \$18,900,000 in federal funding; and

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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. For convenience, these definitions are listed alphabetically.

(a) “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.

(b) “Associate Member” shall mean a 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, or other organizations interested in the Purpose and Objectives of NBWRA. Associate

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Members may not sponsor 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.

(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) “Construction Project” shall mean a project described in either the Phase 1 EIR/EIS or the Phase 2 EIR/EIS.

(e) “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.

(f) “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.

(g) “MOU” shall mean this fourth amended Memorandum of Understanding.

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- 193 (h) “NBWRA” shall mean the unincorporated, cooperative group of public agencies
194 organized through this MOU and otherwise referred to as the North Bay Water Reuse
195 Authority.
- 196 (i) “North Bay Region” shall mean the four counties located in the North San Pablo Bay
197 watershed as identified in 43 U.S.C. 390h-34: Marin, Napa, Solano, and Sonoma. Said
198 area is depicted on the map attached hereto and incorporated herein as **Exhibit A**.
- 199 (j) “Phase 1” shall mean the projects described as Phase 1 of Alternative 1 of the Phase 1
200 EIR/EIS. It is understood that minor modifications to said projects may occur as actual
201 design and construction occurs and that the individual agencies are responsible for
202 possible modifications to the requirements of the Phase 1 EIR/EIS. Phase 1 participating
203 Member Agencies include: Las Gallinas Valley Sanitary District, Novato Sanitary
204 District, North Marin Water District, Sonoma Valley County Sanitation District, Sonoma
205 County Water Agency, Napa Sanitation District, and Napa County.
- 206 (k) “Phase 1 Costs” shall mean those costs associated with engineering, environmental
207 analysis, portions of program development, federal advocacy, as well as other costs
208 deemed necessary and approved by the Board, that are associated with the construction of
209 projects described in “Phase 1”, above.
- 210 (l) “Phase 1 EIR/EIS” shall mean the Environmental Impact Report/Environmental Impact
211 Statement, prepared by Environmental Science Associates, that was certified and or
212 approved by the Member Agencies during December 2009 and January 2010 and which
213 serves as the basis of the Phase 1 projects to be partially funded by USBR through the
214 Title XVI Program.

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(m) “Phase 2” shall mean the projects defined 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

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

Municipal Water District, City of Petaluma and City of American Canyon.

(n) “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.

(o) “Phase 2 EIR/EIS” shall mean the Environmental Impact Report/Environmental Impact

Statement, which will be prepared by Brown and Caldwell, and which will be considered

for certification and approval 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.

(p) “Technical Advisory Committee” shall mean the administrative body established at the

discretion of the Board of Directors pursuant to this MOU.

(q) “USBR” shall mean the United States Bureau of Reclamation.

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.

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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. 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.

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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) Voting and Authorization Requirements. 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.

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- 281 (iii) Approval by the governing bodies of two-thirds of all Member Agencies shall be
282 required to modify this MOU.
- 283 (c) Quorum. Representatives or alternates from a majority of the Member Agencies shall
284 constitute a quorum for purposes of transacting business, except that less than a quorum
285 may vote to adjourn a meeting or to set a date for the next meeting.
- 286 (d) Open Meetings. The Board of Directors will comply with the Ralph M. Brown Act in
287 conducting its meetings.
- 288 (e) Adding Associate Members. Representatives of Associate Members may be added to the
289 Board of Directors without modifying this MOU by a majority vote of the Board of
290 Directors.

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291 **8. Technical Advisory Committee**

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

303 (b) Membership. The Technical Advisory Committee shall consist of one representative, not
304 from the governing body, from each Member Agency. Such representative shall be the
305 general manager or a designated staff member of the Member Agency. In the event that
306 the general manager or staff member is unavailable for a meeting, he or she may
307 designate an alternate. Associate Members may appoint a non-voting representative to the
308 Technical Advisory Committee.

309 (c) Voting and Authorization Requirements: Each Member Agency representative on the
310 Technical Advisory Committee shall have one vote. An affirmative vote of a majority of
311 all voting members of the Technical Advisory Committee is required and sufficient to
312 approve any item.

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(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) Chair. 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.

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(b) Vice-Chair. 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 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.

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(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.

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

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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 Phase 1 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 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 Phase 1 EIR/EIS or as amended pursuant to Sections 14(d) and 16. The costs and liabilities will be allocated among each of the Phase 1 Member Agencies as follows:

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(i) one quarter (25%) of costs and liabilities shall be allocated equally among each of the Phase 1 Member Agencies; and

(ii) three quarters (75%) of costs and liabilities shall be allocated among Phase 1 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 (d) and 16 herein. The Sonoma County Water Agency shall pay its pro-rata 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.

(b) 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 (d) and 16.

(c) 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 determination of costs and reimbursements subject to this subsection (c) was approved by a majority of the Board of Directors on May 21, 2012. The second determination of costs and reimbursements for the

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period covering Fiscal Year 2005-2006 through Fiscal Year 2016-2017 subject to this subsection (c) was approved by a majority of the Board of Directors on March 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. That period will include Fiscal Year 2005-2006 to the last fiscal year including costs for Phase 1.

(d) 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.

(e) (i) In the case of non-contractual liabilities arising out of the Phase 1 activities of the parties under this MOU, the Phase 1 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.

(ii) Notwithstanding the foregoing paragraph, each Phase 1 Member Agency agrees that it is solely responsible for, and agrees to indemnify, hold harmless, 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 Phase 1 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.

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(f) 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.

(i) All Phase 1 and Phase 2 Member Agencies shall pay an equal share of Joint Use Costs as defined herein.

(ii) If a Member Agency that chooses to opt out of any NBWRA program 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 that program 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.

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 (d) 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 (d) and 16. 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

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such individual State funding and (ii) the allocations set forth in this Section shall not be affected by the receipt of any State funding.

16. Sharing of Costs and Resources for Phase 2 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 Phase 2 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 2 construction projects shall pay 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 Phase 2 projects studied at the feasibility level, which is calculated by dividing the number of each agency's Phase 2 projects studied at the feasibility level by the total number of Phase 2 projects studied at the feasibility level; and

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(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 Phase 2 EIR/EIS , which is calculated by dividing the total costs of each agency's projects included in the Final Phase 2 EIR/EIS by the total cost of all projects included in the Final Phase 2 EIR/EIS; 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.

(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) (i) In the case of non-contractual liabilities arising out of the Phase 2 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.

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(ii) Notwithstanding the foregoing paragraph, each Phase 2 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 Phase 2 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 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 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 applied to the \$18,900,000 federal funding authorization for projects totaling \$75,600,000 and are

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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. 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 Section 17, a new Member Agency is subject to all provisions of this MOU, including Section 18 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

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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. Once the Board of Directors has approved an agency as a new Member Agency, appointed representatives of that agency are entitled to vote at all Board and TAC meetings.

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. At this point, a Phase 1 Member Agency may change its membership to Associate Member. 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. At this point, a Phase 2 Member Agency may change its membership to Associate Member. 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

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576 Member Agency from any obligation for charges, costs or liabilities incurred or arising from
577 acts or omissions before the date of termination. The terminating Member Agency's
578 responsibility for such charges, costs or liabilities shall be determined in a manner consistent
579 with the allocations set forth in Sections 14 and 16. Likewise, termination shall not preclude
580 the Member Agency from any benefits that fully accrue before the date of termination.
581 However, a resigned or terminated agency has no right to receive a portion of surplus
582 funds at the termination of the NBWRA.

583 **20. Procedures.** The Board of Directors may adopt bylaws, rules of conduct for meetings and
584 operating procedures for the NBWRA. To facilitate such efforts, the NBWRA may adopt the
585 administrative procedures and policies of a Member Agency.

586 **21. Meetings.** The Board of Directors and the Technical Advisory Committee shall provide for
587 meetings, as necessary.

588 **22. Reports to Member Agencies.** Each year the NBWRA shall submit a written report to the
589 governing body of each of the Member Agencies. This report shall describe the financial
590 activities of the NBWRA during the preceding year.

591 **23. Offices.** For the purposes of forming the NBWRA and for initial operation, the principal office of
592 the NBWRA shall be located at the Administrative Agency. The Board of Directors may change
593 said principal office from one location to another after providing thirty (30) days notice of
594 such a change. The Chair shall notify each Member Agency in writing of the change.

595 **24. Term.** This MOU shall terminate five years from its effective date, unless extended by some
596 or all of the parties. This MOU shall also be terminated if the Administrative Agency has

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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 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.

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618 **28. Counterparts.** This revision to the MOU may be executed in counterpart and each of these
619 executed counterparts shall have the same force and effect as an original instrument and as if
620 all of the parties to the aggregate counterparts had signed the same instrument.
621

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622

623 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: _____

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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: _____

Date: _____

County of Napa

By: _____

Print Name: _____

Title: _____

Date: _____

NBWRA Fourth Amended MOU

June 17, 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: _____

Date: _____

640

Exhibit A



641

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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:

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.

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

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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	41.33%
Napa County	\$0.00	0.00%
TOTALS	\$25,000,000	100.00%

Notes:

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.

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

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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:

- 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.
- The above schedule only includes costs and percentages related to Phase 2.
- 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, Phase 2	Percentage
Novato Sanitary District	\$6,300,000	8.33
Sonoma Valley County Sanitation District	\$3,600,000	4.76
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:

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

Phase 1 Reconciliation and Closeout

Item 10



Phase 1 Closeout

- 💧 WaterSMART Fiscal Year 2016 FOA Says:
 - “Applicants must provide a description of planning, design, and construction activities that are planned through September 30, 2018,”
- 💧 Requested confirmation from MA’s to SCWA by August 1st :
 - Confirm that the requested projects were constructed as indicated
 - Provide date of project completion (or estimated completion)
- 💧 Note:
 - In previous reports to Reclamation some project names did not match exactly with the projects identified in the grant applications
 - To ensure that Reclamation can confirm that the grant funds provided were used for the projects identified, the following information relies on **project names in the grant application.**

All Project Complete by September 2018

Funding Opportunity	Agency	Grant FY	Project Completion	Project Name	
				General	Specific
R16-FOA-DO-003	LGVSD-MMWD	FY2016	Sep-18		Novato South Service Area/LGVSD-MMWD Recycled Water Project
R11SF80311	LGVSD	FY2011	Sep-12	Novato South Service Area-Hamilton Field (Novato South)	Phs 1a (Maggiore & Ghilotti)
R11SF80311	NMWD	FY2011	Jan-13		Phs 1b (Disney)
R11SF80311	NMWD	FY2011	Apr-13		Phs 2 (Argonaut)
R16-FOA-DO-003	NMWD	FY2016	Jul-13	Novato Central Service Area (Novato Central)	The Novato Central Service Area Treatment Plant Expansion and Distribution Project
R16-FOA-DO-003	Novato SD	FY2016	Jul-18		The Novato Central Service Area Treatment Plant Expansion and Distribution Project
R16-FOA-DO-003	SVCSD	FY2016	Pending		SVCSD Wastewater Treatment Plant Improvement Project
R15AS00009	SVCSD	FY2015	Jun-17		5th Street East Recycled Water Pipeline
R13SF80002	SVCSD	FY2013	Mar-17		McGill Recycled Water Project
R12SF80050	SVCSD	FY2012	Feb-14		Salt Marsh Project
R12SF80050	Napa SD	FY2012	Jul-17	MST Recycled Water Pipeline	MST Recycled Water Pipeline
R13SF80002	Napa SD	FY2013	Jul-17	MST Recycled Water Pipeline and Treatment Capacity Increase Project	MST Recycled Water Pipeline
			Jan-17		Treatment Capacity Increase Project
R14AS00002	Napa SD	FY2014	Jul-17	MST Pipeline, Capacity Increase, and Pump Station Modifications Project	MST Recycled Water Pipeline
			Jan-17		Treatment Capacity Increase Project
R15AS00009	Napa SD	2015	Jul-17	Completion of MST Major Pipelines, Capacity Increase and Pump Modifications Project	MST Recycled Water Pipeline
			Jan-17		Treatment Capacity Increase Project
R15AS00009	Napa SD	2015	Dec-17	MST Pipeline Distribution Lines	MST Distribution Lines

When Will Phase 1 MA's Complete their Commitment?

💧 MOU Says:

“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. At this point, a Phase 1 Member Agency may change its membership to Associate Member.”

💧 How is completion of projects defined?

When all contractual arrangements, including any USBR, or financial audits have been completed. That ensures that Phase 1 agencies pay their full share of all Phase 1 costs, up to and including full close out.

What is Required by Reclamation for Closeout of the Agreement

- 💧 SCWA complete a SF425 Federal Financial Report
- 💧 SCWA complete a Final Performance Report
 - Summary of what has been done
 - Narrative document, not just the table above
- 💧 Reclamation will ask for a General Ledger of all costs
 - Generally, do a random sample of costs and ask for documentation
 - If issues found, will request more information
- 💧 Maintain project financial records, supporting documents, statistical records, and all other non-Federal entity records for three years

Program Development, Federal and State Advocacy

Item 11



Program and Federal Advocacy

- 💧 Worked to get Phase 2 Feasibility Study approved in time to compete for FY 2017 FOA
- 💧 Advocated for Title XVI program funding in 2018 budget
- 💧 Supported ongoing discussions regarding long-term water project financing
- 💧 When congress reconvenes we will be looking at opportunities to increase funding levels under the new Title XVI program

Phase 2 Construction Grants

- 💧 The WIIN Water Recycling/Title XVI Program
 - \$10 million in FY 16/17 funding
 - FOA was responded to on August 14
 - Petaluma was the first Phase 2 project applicant
 - Anticipate another FOA in the Fall
 - \$10 million in FY 17/18 budget for the Fall FOA

Program Advocacy

- 💧 June Tour with State Water Resources Control Board Member Joaquin Esquivel
 - Discussed and viewed Phase 1 projects
 - Discussed Phase 2 projects and need for state funding to support federal and local cost-share and incentivizing funding for regional, multi-benefit approaches
 - Lunch with Board Members on west-side of Program area

State Advocacy



Long-Term Water Conservation Mandates

Status of Legislative Efforts

- 💧 After months of discussion and several bills related to post 20 x 20 x 20 conservation requirements, Senate and Assembly legislative staff are focusing on a merged proposal for requirements.
- 💧 An outline of the proposal was previewed in early August, with specific language anticipated to come into print when the Legislature returns from summer recess.

Conservation Legislation - Continued

- 💧 While the Administration's proposal and other legislation on the topic previously provided for some level of "credit" for recycled water, the legislative staff outline is unclear on this point. Of note:
 - Staff are suggesting that recycled water should be included in a leak detection program.
 - Staff are suggesting that each distributor of recycled water develop a water use target by 2021, which would include residential interior use (not including potable reuse supply), residential exterior, CII and leaks.
 - Overall, the outline was somewhat unclear and did not appear to sync up with WateReuse principles.

Potential 2018 Parks/Water Bond(s)

- 💧 The Governor long maintained opposition to a parks/water bond for 2018, but more recent reports indicate that he is open to both a 2018 housing bond and a parks/water bond – so long as the total bonded indebtedness is limited.
- 💧 SB 5 (the DeLeon parks/water bond) has been amended to address issues of various interest groups and has increased in total cost to about \$3.8 billion.
- 💧 External bond efforts (Meral) may also be pursued, depending on negotiations.
- 💧 Unfortunately, SB 5 started out with \$375 million for a recycled water chapter, but that has been pared back to \$125 million.
- 💧 NBWRA – along with others – signed on to a WateReuse letter requesting restoration of the \$375 million level.

FYI – Other Legislation

- 💧 **AB 574** - (Quirk) is a WaterReuse-sponsored measure that would clarify and update statute pertaining to definitions of potable reuse. The bill would also require the SWRCB to adopt uniform recycling criteria for DPR through raw water augmentation by December 31, 2023. NBWRA has supported this measure. The bill is in Senate Appropriations.
- 💧 **SB 231** – (Hertzberg) – FYI – This bill adds a definition for “sewer” to the Proposition 218 Omnibus Implementation Act, using a definition of “sewer” that includes storm drainage. As noted by CSAC and others, this would allow local agencies to fund storm water projects in the same manner as other public works projects. The bill is on the Assembly floor.
- 💧 **SB 623** – (Monning) – FYI – May add a water charge/tax to pay for small system safe drinking water issues.

Engineering and Environmental Services Public Outreach

Item 12



Engineering Services

Task 2: Phase 2 Feasibility Study Report

- 💧 Draft discussed with Reclamation at a meeting March 23rd
- 💧 Final draft submitted to Reclamation for comments May 18th
 - Report with suggested revisions
 - New Checklist linking the report to WTR 11-01
- 💧 Comments received from Reclamation June 26th
- 💧 Final report to Reclamation June 29th
- 💧 NBWRP Phase 2 listed as an approved Feasibility Study in the FOA July 17th

Engineering Services

Task 2: EIR/EIS Support

- 💧 Respond to environmental team questions
- 💧 Review pipeline routing issues and locations
 - Conference calls
 - Field review of sites
 - Archaeology: Petaluma, American Canyon
 - Biology
 - Traffic (construction phase)
- 💧 GIS support
- 💧 Review documents for technical accuracy

Engineering Services

Task 5: Phase 2 Construction Grant Application

Timeframe:

- FOA for WaterSMART under WIIN Act released July 17th and was due August 17th
- July 17th requesting MA response of interest by July 24th
- Initiated grant document development July 19th
- **Draft to MA's for Review August 7th**
- Final draft to SCWA August 14th

Projects

- Petaluma treatment plant expansion
- \$9 million cost, \$2.25 million grant request
- Anticipated grants available per project \$1.25 to \$2.5 million

Engineering Services

Task 6: Phase 1 Construction Grant Closeout

- 💧 Developing the data needed for closeout
- 💧 Sent data requests to each Phase 1 Agency
 - Table for projects by FOA and Agency seeking date of completion
 - Excerpt specific to each agency
 - Projects descriptions from each application
 - Project map from each application
- 💧 Requested that each agency document :
 - Completion of the described project
 - Description of any changes from the project from the application
- 💧 Indicated that information to SCWA as the holder of the agreement with Reclamation
- 💧 Discussed with Reclamation the requirements for closeout

Environmental Services

Task 3: Phase 2 EIR/EIS -- Overview

- 💧 EIR/EIS Scoping: July-August, 2017
 - Notice of Preparation (CEQA), issued July 21
 - 30-day public/agency review concluded August 21
 - Four scoping meetings conducted early August
 - Marin Co. (San Rafael)
 - Sonoma Co. (Petaluma, Sonoma)
 - Napa Co. (American Canyon)
 - Noticing conducted per Member Agency procedures
 - Ads in newspapers of record
 - Meeting attendance: Light
 - Reclamation Notice of Intent:
 - Anticipate Federal Register Late August

Environmental Services

Phase 2 EIR/EIS – 3-Month Look Ahead:

- 💧 EIR/EIS Project Description based on final Title XVI Project List: Continued Refinement
- 💧 EIR/EIS
 - EIR/EIS Technical Analyses: July-Sept, Admin Draft Sept.
 - Internal NBWRA Team EIR/EIS Review: September-October, 2017
 - Draft EIR/EIS: November, 2017
 - Final EIR/EIS:
 - CEQA Certification: April-June, 2018
 - NEPA ROD: June, 2018
- 💧 SHPO Section 106 Consultation: May, 2018
 - Archaeological Issues
 - Petaluma Agricultural Recycled Water Expansion, Phases 2 & 3
 - Worked with Reclamation, City and Engineering Team to confine work spaces, eliminated effects to 2 sites
 - Subsurface testing reduced to one site, to be conducted by mid-September
 - American Canyon Recycled Water Distribution System Expansion – Phase 1
 - Reclassified individual projects (RW5 & RW6) in Green Island Road area to Programmatic level
 - No substantive feedback received from AB 52 consultation requests
- 💧 USFWS Section 7 Consultation: Field Reconnaissance Underway

Key Environmental Issue Areas

- 💧 Air Quality/GHG: Project Sequencing versus Significant Unavoidable
- 💧 Water Quality: Updated regulatory framework
- 💧 Water Rights: SWRCB Water Rights Application Process
- 💧 On-Stream/Off-Stream Storage: Private Property Owner Implementation
- 💧 Biological Resources:
 - Wetland Avoidance, Sensitive Species Clearance, Construction Windows
 - Effluent Discharge Reduction: Fisheries, Vegetative Assemblage Effects
- 💧 Cultural Resources: Avoidance and Determination of No Effect
- 💧 Construction Related Impacts and Mitigation Measures:
 - Traffic, Noise, Dust, Visual, Land Use
- 💧 Cumulative, Secondary Effects of Growth

Public Outreach

Task 1: Program Public Outreach and Communication

- NBWRA Title XVI Program website was updated
- Coordination with ESA in preparing outreach materials for noticing the Scoping Meetings for Phase 2 (ads, emails, press release and postcard mailing)
- Attended and assisted with the 4 Scoping Meetings held in August

New Water Management Program

Item 13



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**

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**

CLOSED PROGRAM

**Work to Secure \$18.9 M in Federal
Title XVI Grant Assistance**

**Advocate for Federal Budget to Support
Title XVI Grant Program and
Related Policy**

**Advocate for State Policy Pertaining to
Recycled Water Regulation and
Project Funding**

**No New Members - Anticipated
Completion 2026**

North Bay Water Reuse Authority

OPEN PROGRAM

**Diverse Studies and Project Funding
Beyond Title XVI**

**Regional Voice in Federal and State
Policy and Funding**

**Membership Cost Structure Not Tied
to Title XVI Project Funding**

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**

North Bay Water Reuse Authority

TITLE XVI PROGRAM

PROVEN, REGIONAL STAKEHOLDER FORUM
Mix of Water and Wastewater Agencies
Municipalities and Counties

NEW WATER MANAGEMENT PROGRAM

Proven Regional Stakeholder Forum: Proposed Studies

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- 💧 Regional Stakeholder Processes is Foundation for Proposed Studies
 - North Bay Drought Contingency Plan - Awarded June 2017
 - North Bay Watersheds Basin Study - Anticipate response early September 2017

- 💧 Regional Program is Key to Future Funding Success
 - Positive Feedback from Local Agencies - Data Collection for Grant Applications

- 💧 Studies Lead to Project Funding
 - DCP Implementation Grants
 - Other WaterSMART Grant Programs
 - USDA, FEMA and Broader Range of State Funding

New Water Management Program: Next Steps

- 💧 Watch for More Information
 - Early Activities with both NWMP and DCP
 - Stakeholder Outreach and Workshops

Items for Future Discussion & Action

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Next Meeting: December 4, 2017

Draft Agenda

- 💧 Title XVI Program
 - Regular reports
 - Status of Phase 2 EIS/EIR
 - Phase 2 Construction Grant application
 - MOU Revisions
 - Phase 1 Reconciliation and Closeout

Comments from Chair and Board Members

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Adjourn

The meeting will be adjourned in memory of John Schoonover.

