

**COUNTY OF SONOMA
AGENDA ITEM
SUMMARY REPORT**

Clerk of the Board Use Only
Meeting Date **Held Until**

Agenda Item No: **Agenda Item No:**

Department:
 Sonoma County Water Agency

() 4/5 Vote Required

Contact: Kevin Booker
Phone: (707) 521-1865
Board Date: 04-28-09

Deadline for Board Action:

AGENDA SHORT TITLE:
 Napa-Sonoma Marsh Restoration Project

REQUESTED BOARD ACTION(S):

Authorize Chair to execute the Eighth Amended Agreement for Engineering Planning and Environmental Services for Napa-Sonoma Marsh Restoration Project between the Sonoma County Water Agency and Camp Dresser & McKee, Inc. (\$110,000 additional funds for a total of \$1,476,718).

Authorize the Agency's General Manager/Chief Engineer to amend the Agreement provided amendments do not cumulatively increase the total cost to the Agency by more than \$25,000 (taking into account all prior amendments) and do not substantially change the scope of work.

CURRENT FISCAL YEAR FINANCIAL IMPACT

<u>EXPENDITURES</u>		<u>ADD'L FUNDS REQUIRING BOARD APPROVAL</u>	
Estimated Cost	\$ 110,000	Contingencies	\$
		(Fund Name:)	
Amount Budgeted	\$ 110,000	Unanticipated Revenue	\$
		(Source:)	
Other Avail Approp (Explain below)	\$	Other Transfer(s)	\$
		(Source:)	
Additional Requested:	\$ -0-	Add'l Funds Requested:	\$ -0-

Explanation (if required): Funding is available from the \$2 million appropriation in the Water Conservation Fund (Account No. 675744). Of the \$110,000 amendment, the Bureau of Reclamation funds \$55,000 and of the remaining \$55,000, other member Agencies (Napa Sanitation District, Novato Sanitary District, and Las Gallinas Sanitary District) share is \$36,954; the Sonoma County Water Agency share is \$6,685; and the Sonoma Valley County Sanitation District share is \$11,361.

Prior Board Action(s):

12/18/01 to 03/18/08 Board authorized execution of original Agreement and subsequent amendments.

Alternatives - Results of Non-Approval:

Background: Amended Agreement on file with the Clerk.

The proposed North San Pablo Bay Restoration and Reuse Project (Project) is exploring new water management alternatives in the North Bay area. The Project provides an opportunity to make more efficient and economical use of recycled water and meet the regulatory needs of various public agencies.

The proposed Project will require the design and construction of storage reservoirs, conveyance and distribution pipelines, and pump stations to deliver recycled water to local agricultural users and support other local restoration projects such as the State Coastal Conservancy's (SCC) Napa-Sonoma Marsh Restoration Project. The proposed Project includes regional cooperation from five wastewater treatment plants (WWTP) within the North Bay area to use treated wastewater and to identify potential recycled water users that could beneficially use the water.

This proposed Project is an innovative idea that could alter regional water management, both on the ground as well as at the administrative level. In general, this regional partnership offers the following advantages to the Sonoma County Water Agency (Agency) and the Sonoma Valley County Sanitation District (District):

- 1) In a climate of widely fluctuating rainfall, agricultural land owners could have "drought insurance" provided by a reliable source of recycled water.
- 2) A reliable supply of high-quality recycled water can reduce the demands being placed on existing water resources.
- 3) Costs to individual agencies could be reduced by teaming with others for projects of mutual benefit.
- 4) Surface and ground water supplies may be more effectively protected and managed.
- 5) Environmental benefits may be generated from reduced demand on existing water supplies and by providing recycled water for habitat improvement.
- 6) Permitting could be simplified and expedited by operating within the umbrella authority of the North Bay Water Reuse Authority (In April 2005 the Agency, District, Napa Sanitation District, Novato Sanitary District, and Las Gallinas Valley Sanitary District formed the North Bay Water Reuse Authority (NBWRA) through the signing of a Memorandum of Understanding (MOU)).

The Agency and Camp Dresser & McKee, Inc. (Consultant) entered into an agreement for Engineering Planning and Environmental Services for the Napa-Sonoma Marsh Restoration Project, dated January 2002, in the amount of \$164,890 (Agreement). Under the Agreement, Consultant prepared an analysis of providing recycled water to the U.S. Army Corps of Engineers (USACE) Napa-Sonoma Marsh Restoration Project.

B1
Continued

Attachments:

On File With Clerk: Amended Agreement (4 Copies)

CLERK OF THE BOARD USE ONLY

Board Action (If other than "Requested")

Vote:

Background (continued):

The Agreement was amended in August 2002 to include additional tasks not contemplated in the original Agreement. These additional tasks included engineering and environmental work for two additional pipeline alignments, and related engineering and environmental work. The amendment used approximately \$22,000 of the General Manager/Chief Engineer's original amendment authority of \$25,000.

After the completion of the above Agreement, the Agency entered into a cooperative agreement with the Bureau of Reclamation (BOR) under the authority of Public Law 102-575, Title XVI, to prepare a Feasibility Study to assess regional water recycling opportunities for restoration and agricultural irrigation. The cooperative agreement with BOR provided a 50/50 cost share toward the proposed Project.

Since 2002, the Agency has annually signed cooperative agreements with the BOR to continue the Feasibility Study, and, at the same time the Agency has also entered into agreements with Consultant to perform the Feasibility Study. In other words, as funding for the proposed Project is approved annually, the work performed on the proposed Project is contracted annually.

The MOU, signed in April 2005, allocates cost based upon each sanitation agency's operating budget. The Agency share is based upon five percent of its operating budget. To date there have been seven amended agreements. The total contract amount with consultant has reached \$1,366,718. Of this, \$186,718 was spent to analyze a system to provide recycled water to the SCC Napa-Sonoma Marsh Restoration Project. The remaining balance (\$1,180,000) has been used to fund the proposed Project. Of the \$1,180,000 spent to date, \$590,000 has been funded by BOR, \$351,945 funded by the Agency and the District, \$58,600 funded by Las Gallinas Valley Sanitary District, \$103,155 funded by Napa Sanitation District, and \$76,300 funded by Novato Sanitary District. The Agency and the District total are higher than the others due to the Agency and the District funding the proposed Project alone until the MOU was signed in 2005.

To date Consultant has completed and submitted the Engineering and the Financial/Economic Analyses to the Agency and BOR. The subject Eighth Amended Agreement adds tasks and funds: 1) continue Project management; 2) revise the hydraulic models based upon NBWRA members' requests; 3) respond to questions that arise from the Environmental Impact Report/Environmental Impact Statement (EIR/EIS) analysis; and 4) prepare the Feasibility Report for submittal to BOR. In addition, Consultant will provide technical support to the NBWRA. Of the \$110,000 amendment, the BOR funds \$55,000 and of the remaining \$55,000, other member Agencies (Napa Sanitation District, Novato Sanitary District, and Las Gallinas Sanitary District) share is \$36,954; the Sonoma County Water Agency share is \$6,685; and the Sonoma Valley County Sanitation District share is \$11,361.

The Agreement includes provisions for the Agency's General Manager/Chief Engineer to terminate the Agreement.

REQUESTED BOARD ACTION(S):

Authorize Chair to execute the Eighth Amended Agreement for Engineering Planning and Environmental Services for Napa-Sonoma Marsh Restoration Project between the Sonoma County Water Agency and Camp Dresser & McKee, Inc. (\$110,000 additional funds for a total of \$1,476,718).

Authorize the Agency's General Manager/Chief Engineer to amend the Agreement provided amendments do not cumulatively increase the total cost to the Agency by more than \$25,000 (taking into account all prior amendments) and do not substantially change the scope of work.