



**Meeting of the Metro Commission
and Metro Wastewater JPA**

AGENDA

**Thursday, May 1, 2008
12:00 p.m.**

**City of Coronado City Hall Building
1825 Strand Way
Coronado, CA**

“The mission of the Metro Commission is to create an equitable partnership with the San Diego City Council on wastewater issues in the San Diego region that ensures fair rates for participating agencies, concern for the environment, and regionally balanced decisions through data analysis, collaboration among all stakeholders, and open dialogue.”

Documentation
Included

1. ROLL CALL
2. PUBLIC COMMENT
- X 3. **ACTION** - APPROVE MINUTES OF APRIL 3, 2008
4. METRO TAC UPDATE
- X 5. **ACTION** - REVIEW, CONSIDERATION AND POSSIBLE ACTION ON PROPOSED INTERIM AGREEMENT BETWEEN THE CITY OF CHULA VISTA AND THE METRO WASTEWATER JPA FOR ADMINISTRATIVE ASSISTANT SUPPORT
6. IROC UPDATE
7. FINANCE AD HOC COMMITTEE
8. WAIVER AD HOC COMMITTEE
9. PROPOSED AGENDA ITEMS FOR THE NEXT METRO COMMISSION/WASTEWATER JPA MEETING (May 29, 2008)

10. METRO COMMISSIONERS' AND JPA BOARD MEMBERS' COMMENTS

11. ADJOURNMENT OF METRO COMMISSION AND JPA

*Item 2 - This portion of the agenda provides an opportunity for members of the public to address the Commission and/or JPA items within the jurisdiction of the Commission and/or JPA that have not previously been before the Commission and/or JPA. Comments are limited to three (3) minutes per individual. **Note:** Any member of the Public may address the Commission and/or JPA on any Agenda Item. Please complete a Speaker's Slip in advance of the specific item being called. For alternative agenda format or disabled access to Metro Commission, please call M. Barrett at (619) 236-6585. *The Metro Commission and/or JPA may take action on any item listed in this Agenda whether or not it is listed "For Action." All items are for Metro Commission and JPA consideration unless otherwise specified.



**Metro Commission and
Metro Wastewater JPA Meeting**

**9192 Topaz Way (MOC II) Auditorium
San Diego, California**

**April 3, 2008
Draft Minutes**

Commissioner Lewis called the meeting to order at 12:00 p.m. A quorum of the Metro Wastewater JPA and Metro Commission was declared, and the following representatives were present:

1. ROLL CALL

<u>Agencies</u>	<u>Representatives</u>		<u>Alternate</u>
City of Chula Vista	Cheryl Cox (Arrived 12:08)	X	Scott Tulloch
City of Coronado	Al Ovrom	X	
City of Del Mar	Henry Abarbanel		(No representation)
City of El Cajon	Mark Lewis	X	
City of Imperial Beach	Mayda Winter		(No representation)
City of La Mesa	Ernie Ewin	X	
Lemon Grove Sanitation District	Jerry Jones	X	
City of National City	Luis Natividad	X	(Arrived 12:09)
City of Poway	Merrilee Boyack	X	
City of San Diego	Jerry Sanders		Jim Barrett
County of San Diego	Dianne Jacob		Daniel Brogadir
Otay Water District	Mark Robak	X	
Padre Dam MWD	Augie Caires	X	
Metro TAC Chair	Scott Huth	X	
IROC	Don Billings		(No representation)

2. PUBLIC COMMENT

There was no public comment.

3. APPROVE MINUTES FROM THE MEETING OF MARCH 6, 2008

Upon motion by Commissioner Ewin, seconded by Commissioner Caires, with the Cities of Del Mar, Imperial Beach and National City absent, the Board unanimously approved the minutes.

4. METRO TAC UPDATE

Scott Huth, Metro TAC Chair, reported on the following:

- Sun Edison gave a presentation on photovoltaic solar technology.
- Capacity leasing concept discussions continued. This may be brought before the JPA at a future meeting.
- The Wastewater Transportation Agreement will be sent to the individual agencies for review.

5. PRESENTATION BY SUN EDISON

A presentation on opportunities available with photovoltaic solar technology was provided by Mr. J.P. McNeill of Sun Edison. Participating agencies were asked to contact Mr. McNeill individually to find out more information for their district.

(Note: Commissioners Cox and Natividad arrived.)

6. RECOMMENDATION FOR ADMINISTRATIVE ASSISTANT TO METRO WASTEWATER AND METRO TAC

Commissioner Ewin reported that the City of Chula Vista responded to the RFP for an Administrative Assistant to the Metro Wastewater JPA and the Metro TAC. Chairman Abarbanel and Commissioner Ewin met with the perspective candidate.

After some discussion, Counsel was directed to create an interim agreement between Chula Vista and the Metro Wastewater JPA to be presented at the May 1st meeting. Following that, an agreement will be created between Chula Vista and the City of San Diego as of July 1st. Cost allocations between the City of San Diego, Chula Vista and the Metro Wastewater JPA will be determined.

Upon motion by Commissioner Caires, seconded by Commissioner Robak, with the Cities of Del Mar and Imperial Beach absent and the Lemon Grove Sanitation District voting against, the Board voted in favor of moving forward with the interim agreement.

7. REVIEW COMMENTS ON MWWD STRATEGIC BUSINESS PLAN

Scott Huth introduced John Gavares, lead staff to the department's strategic planning process. John provided the following overview of the process.

He explained this is an annual process for the department in which, historically, input has been provided by the Metro Wastewater JPA. A request was made again this year for their input. The Metro Wastewater JPA will be asked to provide input for the new strategic initiatives. The new plan will be developed by mid-June, and the JPA will be provided an opportunity to review the FY 09 Strategic Plan.

Comments provided in the agenda packet were reviewed. Commissioner Robak asked that recycled water expansion opportunities be added as a priority.

Upon motion by Commissioner Robak, seconded by Commissioner Boyack, with the cities of Del Mar and Imperial Beach absent, the Board voted for approval with the inclusion of the amendment requested by Commissioner Robak regarding recycled water expansion opportunities.

8. REVIEW, CONSIDERATION AND POSSIBLE ACTION ON PROPOSED AMENDMENTS TO THE METRO WASTEWATER JPA BYLAWS

Upon motion by Commissioner Robak, seconded by Commissioner Boyack, with the Cities of Del Mar and Imperial Beach absent, the Board voted unanimously to approve the proposed amendments to the Metro Wastewater JPA Bylaws.

9. IROC UPDATE

Scott Tulloch reported that the IROC Finance Subcommittee has accepted an offer to have Commissioner Ewin and/or Karyn Keese attend one of their meetings to provide a perspective on behalf of the Metro Wastewater JPA. Their next meeting is scheduled for April 14th, 12:00 noon, at MOC II.

10. COMMUNICATION AD HOC COMMITTEE

The Committee is preparing a presentation for the May 1st workshop.

11. FINANCE AD HOC COMMITTEE

No report.

12. WAIVER AD HOC COMMITTEE

No report.

13. PROPOSED AGENDA ITEMS FOR THE NEXT METRO COMMISSION/WASTEWATER JPA MEETING (May 1, 2008)

It was noted at this time that the Strategic Planning Workshop will be held at the City of Coronado's City Hall, located at 1825 Strand Way. It will be held from 12:00 p.m. to 3:00 p.m.

14. METRO COMMISSIONERS' AND JPA BOARD MEMBERS' COMMENTS

There were no comments.

15. ADJOURNMENT OF METRO COMMISSION AND JPA

At 12:50 p.m., there being no further business, Commissioner Lewis declared the meeting adjourned.

Recording Secretary

**AGREEMENT FOR TEMPORARY ADMINISTRATIVE SERVICES
BY AND BETWEEN THE METRO WASTEWATER JOINT POWERS AUTHORITY
AND THE CITY OF CHULA VISTA**

THIS AGREEMENT FOR TEMPORARY ADMINISTRATIVE SERVICES is made and entered into this _____ day of _____, 2008, (“Execution Date”) by and between the Metro Wastewater Joint Powers Authority, existing and organized pursuant to the provisions of Government Code section 6500 *et seq.* (“Metro JPA”) and the City of Chula Vista, a municipal corporation (“Chula Vista”). Metro JPA and Chula Vista are sometimes individually referred to herein as the “Party” and collectively as the “Parties.”

RECITALS

A. The City of Coronado, the City of Del Mar, the City of El Cajon, the City of Imperial Beach, the City of La Mesa, City of National City, the City of Chula Vista, the Lemon Grove Sanitation District, the City of Poway, Padre Dam Municipal Water District, Otay Water District and the County of San Diego (on behalf of: the Winter Gardens Sewer Maintenance District, a maintenance district established pursuant to California Streets & Hwys. Code section 5820 *et seq.*; the Lakeside/Alpine Sanitation District, a political subdivision of the State of California; and the Spring Valley Sanitation District, a political subdivision of the State of California) (the “Participating Agencies”) entered into a Joint Exercise of Powers Agreement (“Agreement”), as amended, creating the Metro JPA for the purpose of taking responsibility, actions, and decisions pertaining to the Regional Waste Water Disposal Agreement dated June 25, 1998 (“Metro Agreement”); and

B. The City of San Diego and the Participating Agencies, including Chula Vista, are members of the Metro Commission, which is an advisory body created pursuant to the Metro Agreement (“Commission”).

C. The Commission holds meetings of its Governing Board jointly with the meetings of the Board of Directors of the Metro JPA and provides information to its members and the Participating Agencies.

D. The activities of the Commission and the Metro JPA require administrative staff to prepare agendas, distribute mail, prepare minutes and other activities to assure the Commission functions within the legal requirements of State law and in a constructive and positive manner (“Administrative Services”).

E. The Commission and Metro JPA do not currently employ staff to perform these Administrative Services.

F. Padre Dam Municipal Water District (“Padre Dam”) and the City of San Diego (“San Diego”), entered, into an agreement dated March 13, 2002, under which the Administrative Assistant for Padre Dam, Ms. Terry Basta, would perform Administrative Services for the Commission, subject to Padre Dam’s reimbursement from San Diego.

G. Chula Vista has offered to provide a member of Chula Vista administrative staff, Ms. Lori Peoples, to perform Administrative Services for the Commission and the Metro JPA.

H. The Metro JPA and Chula Vista intend to enter into a long-term agreement for the required Administrative Services effective July 1, 2008. However, a temporary agreement is necessary before then in order for Ms. Basta to train Ms. Peoples to provide Administrative Services to the Commission and the Metro JPA.

I. The Metro JPA has agreed to reimburse Chula Vista for the time required to train Ms. Peoples during this transition period.

J. The Metro JPA intends to charge San Diego and each Participating Agency their share of the cost of the Administrative Services based on each of their proportionate flow in the metropolitan sewerage system and the strength of its wastewater as determined by San Diego pursuant to the Metro Agreement.

IN CONSIDERATION of the mutual promises set forth in this Agreement, the Parties agree as follows:

AGREEMENT

1. Designation of Lori Peoples. Chula Vista hereby designates Ms. Lori Peoples to train with Ms. Terry Basta to provide Administrative Services to Metro JPA and the Commission during the term of this Agreement. Ms. Peoples cannot be replaced by Chula Vista without the prior written consent of Metro JPA.
2. Term. The term of this agreement shall be May 1, 2008 through July 1, 2008. The Term of the Agreement may be extended on a monthly basis in a writing signed by both Parties.
3. Reimbursement/Payment. For the Term of this Agreement, as defined above, he Metro JPA agrees to reimburse Chula Vista for Ms. Peoples' training at the rate of \$99.27 per hour. The hourly rate shall include salary, overtime (if applicable), and all fringe benefits costs for Ms. Peoples. The Parties estimate that Ms. Peoples will spend approximately ten (10) hours training during the term of this Agreement.
4. Invoicing. Chula Vista shall submit one invoice to the Metro JPA for reimbursement at the conclusion of the Term of this Agreement. The invoice shall contain documentation of the hours Lori Peoples spent in training. The Metro JPA shall remit payment within thirty (30) calendar days of receipt of the invoice.
5. Indemnification. Metro JPA and Chula Vista each agree to defend, indemnify, protect and hold the other Party, officers, employees, and agents from all claims asserted, or liability established for damages or injuries to any person or property including to the indemnifying party's officers, employees and agents, or judgments arising directly or indirectly out of obligations, work or services herein

undertaken, which arise from, are connected with, are caused by or claimed to be caused by the acts or omissions of the indemnifying party's officers, employees and agents. The indemnifying party's duty to indemnify and hold harmless shall not include any claims or liabilities arising from the established active negligence, sole negligence or willful misconduct of the other Party, its agents, officers or employees.

- 6. Notice. Any notice or instrument required to be given or delivered by this Agreement may be given or delivered by depositing the same in any United States Post Office, certified mail, return receipt requested, postage prepaid, addressed to:

<p>CITY OF CHULA VISTA:</p> <p>City of Chula Vista 276 4th Avenue Chula Vista CA 91910</p> <p>Attn: Scott Tulloch, Assistant City Manager</p> <p>Payments to the Chula Vista should be directed to the attention of: Scott Tulloch</p>	<p>METRO JPA</p> <p>Metro Wastewater Joint Powers Authority C/O Paula de Sousa, General Counsel 655 West Broadway 15th Floor San Diego CA 92101</p> <p>Attn: Paula de Sousa and Henry Abarbanel</p>
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- 7. Agreement Terms.
 - a. Standard of Care. The Administrative Services will be performed in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions.
 - b. Assignment and Subconsultants. Chula Vista and Metro JPA shall not assign, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the written consent of the other party, which may be withheld for any reason.
 - c. Independent Contractor. Ms. Peoples is retained as an independent contractor and is not an employee of Metro JPA. No employee or agent of the Chula Vista shall become an employee of Metro JPA.
 - d. Laws, Venue, and Attorneys' Fees. This Agreement shall be interpreted in accordance with the laws of the State of California; any action shall be brought in a state or federal court situated in the County of San Diego, State of California. In the event of any such litigation between the Parties, the prevailing party shall be entitled to recover all reasonable costs incurred, including reasonable attorney's fees, as determined by the court.

- e. Amendment; Modification; Severability. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties. The unenforceability, invalidity or illegality of any provision(s) of this Agreement shall not render the other provisions unenforceable, invalid or illegal.
- f. Integration. This Agreement represents the entire understanding of the Parties as to those matters contained herein, and supersedes and cancels any prior oral or written understanding, promises or representations with respect to those matters covered hereunder.

The Metro JPA and Chula Vista execute this Agreement dated as of the Execution Date above, indicating that they have read and understood the terms of this Agreement, and indicate their full and complete consent to its terms:

Dated: _____ City of Chula Vista

By: _____
David Garcia, City Manager

Dated: _____ Metro Wastewater Joint Powers Authority
Henry Abarbanel
Chairperson

By: _____

Approved as to form:

Ann Moore, City Attorney

Approved as to form:

Paula C. P. de Sousa
General Counsel
METRO WASTEWATER JPA