



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

**AGENDA**

**Thursday, May 1, 2014  
12:00 p.m.**

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

*"The Metro JPA's mission is to create an equitable partnership with the San Diego City Council and Mayor on regional wastewater issues. Through stakeholder collaboration, open dialogue, and data analysis, the partnership seeks to ensure fair rates for participating agencies, concern for the environment, and regionally balanced decisions."*

**Note:** Any member of the Public may address the Metro Commission/Metro Wastewater JPA on any Agenda Item. Please complete a Speaker Slip and submit it to the Administrative Assistant or Chairperson prior to the start of the meeting if possible, or in advance of the specific item being called. Comments are limited to three (3) minutes per individual.

Documentation  
Included

1. ROLL CALL
2. PLEDGE OF ALLEGIANCE TO THE FLAG
3. PUBLIC COMMENT  
*Persons speaking during Public Comment may address the Metro Commission/ Metro Wastewater JPA on any subject matter within the jurisdiction of the Metro Commission and/or Metro Wastewater JPA that is not listed as an agenda item. Comments are limited to three (3) minutes. Please complete a Speaker Slip and submit it prior to the start of the meeting.*
4. **PRESENTATION** - PURE WATER PROGRAM PUBLIC OUTREACH (Katz & Associates)
- X 5. **PRESENTATION** – SAN DIEGO KELP FOREST ECOSYSTEM MONITORING PROJECT – AGREEMENT WITH SCRIPPS INSTITUTION OF OCEANOGRAPHY (**Attachment**) (Tim Stebbins)
- X 6. **PRESENTATION** - PURE WATER PROGRAM UPDATE (**Attachment**) (Scott Tulloch, Leah Browder)
- X 7. **ACTION** – CONSIDERATION AND POSSIBLE ACTION TO APPROVE THE MINUTES OF THE REGULAR MEETING OF [March 6, 2014](#) (**Attachment**)
- X 8. **ACTION** – CONSIDERATION AND POSSIBLE ACTION TO APPROVE THE POINT LOMA ROOF DIGESTERS SYSTEM REPLACEMENT AND REPAIRS PROJECT (**Attachment**) (Tung Phung)

May 1, 2014

Metro Commission/Metro  
Wastewater JPA Agenda

- X      9.    **ACTION** - CONSIDERATION AND POSSIBLE ACTION TO APPROVE PUMP STATION 2 FORCE MAIN SIPHON AND WEST POINT LOMA INTERCEPTER SEWER LINER REPAIRS (**Attachment**) (Tung Phung)
- X      10.   **ACTION** – CONSIDERATION AND POSSIBLE ACTION TO APPROVE THE FY 2014-2015 ATKINS CONTRACT (**Attachment**) (Karyn Keese)
- X      11.   **ACTION** – CONSIDERATION AND POSSIBLE ACTION TO APPROVE AMENDMENT TO THE TREASURER’S CONTRACT FOR FY 2014-2015 (**Attachment**) (Karyn Keese)
- X      12.   **ACTION** – CONSIDERATION AND POSSIBLE ACTION TO APPROVE THE FY 2014-2015 WEBMASTER CONTRACT (**Attachment**) (Karyn Keese)
- 13.   **ACTION** – CONSIDERATION AND POSSIBLE ACTION TO APPROVE REPLACING ANNUAL AUDIT WITH AN AUDIT COVERING A TWO-YEAR PERIOD. *[Note: this will require a unanimous vote of the JPA Board]* (Karyn Keese)
- X      14.   **ACTION**: Consideration and Possible Action to Approve the FY 2014-2015 Metro Wastewater JPA Budget (**Attachment**) (Karyn Keese)
- X      15.   METRO TAC UPDATE/REPORT (**Attachment**) (Dennis Davies)
- 16.   IROC UPDATE (Gail Welch/Louie Natividad)
- X      17.   FINANCE COMMITTEE (Barbara Denny)  
         Minutes from the February 26, 2014 Meeting
- 18.   REPORT OF GENERAL COUNSEL (Paula de Sousa)  
         UPDATE ON SDG&E CPUC FILING REGARDING MODIFICATIONS TO PEAK HOURS
- 19.   PROPOSED AGENDA ITEMS FOR THE NEXT METRO COMMISSION/METRO WASTEWATER JPA MEETING **June 5, 2014**
- 20.   METRO COMMISSIONERS’ AND JPA BOARD MEMBERS’ COMMENTS
- 21.   ADJOURNMENT OF METRO COMMISSION AND METRO WASTEWATER JPA

The Metro Commission and/or Metro Wastewater JPA may take action on any item listed in this Agenda whether or not it is listed “For Action.”

*Materials provided to the Metro Commission and/or Metro Wastewater JPA related to any open-session item on this agenda are available for public review by contacting L. Peoples at (619) 476-2557 during normal business hours.*

***In compliance with the  
AMERICANS WITH DISABILITIES ACT***

*The Metro Commission/Metro Wastewater JPA requests individuals who require alternative agenda format or special accommodations to access, attend, and/or participate in the Metro Commission/Metro Wastewater JPA meetings, contact E. Patino at (858) 292.6321, at least forty-eight hours in advance of the meetings.*

# AGENDA ITEM 4

## Attachment

Pure Water Program

Public Outreach

**METRO JPA/TAC**  
**Staff Report**  
**Date:**

**Project Title:**

Agreement with Katz & Associates, Inc. for Potable Reuse Project – Public Outreach and Education Program Contract

**Requested Action:**

Support for the expenditure of \$500,000 in Metro wastewater funds for this contract.

**Recommendations:**

Metro TAC: NA

IROC: NA

Prior Actions:  
(Committee/Commission,  
Date, Result)

On April 23, 2014, the City's Committee on the Environment voted unanimously to move this item to full Council for their consideration.

**Fiscal Impact:**

Is this projected budgeted? Yes   X   No       

Cost breakdown between  
Metro & Muni: 100%/0%

Fiscal impact to the Metro  
JPA: \$165,000

**Capital Improvement Program:**

New Project? Yes        No        N/A       

Existing Project? Yes        No   X   Upgrade/addition        Change       

**Previous TAC/JPA Action:**

NA

**Additional/Future Action:**

**City Council Action:**

Will be presented at the Council meeting on 5/20/14

**Background:** *Provide background information on the need for the project*

City Council unanimously accepted the Recycled Water Study and Water Purification Demonstration Project in 2012 and 2013, respectively. These projects demonstrated the feasibility and potential benefits of water purification. City Council has directed staff to prepare an implementation plan to maximize the use of water purification to create a sustainable local water supply and at the same time offload the regional wastewater system. Outreach to date has focused primarily on water purification's feasibility; messaging and materials must now be redesigned in light of the prospect of broad, system-wide implementation. Such redesign will be accomplished through this outreach contract.

**Discussion:** *Provide information on decisions made to advance the project*

**Bid Results:** *If bidding was done provide bidding format and results*

NA

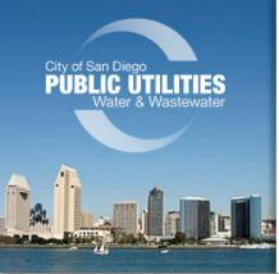


## THE COMMITTEE ON THE ENVIRONMENT

# PURE WATER – PUBLIC OUTREACH AND EDUCATION PROGRAM CONTRACT

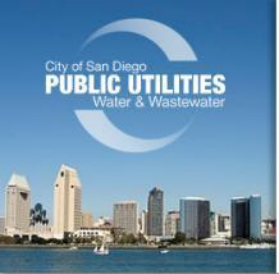
**HALLA RAZAK, DIRECTOR OF PUBLIC UTILITIES**

APRIL 23, 2014



# BACKGROUND

- April 23, 2013, City Council unanimously adopts the Water Purification Demonstration Project, continuing Outreach efforts and implementing Water reuse by:
  - maximizing local water supply
  - reducing flows to Point Loma
  - considering indirect & direct potable reuse options
- August 8, 2013, the Department initiated Procurement process for Public Outreach and Education contract



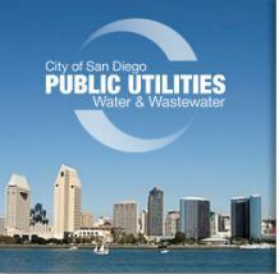
# BACKGROUND

- March 26, 2014, Committee requested additional information regarding contract objectives for a two year contract with Katz & Associates for Pure Water Public Outreach and Education
- A Pure Water Public Outreach and Education management plan and memo was prepared and submitted to the Committee



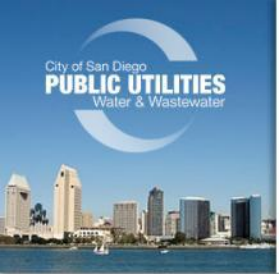
The Pure Water public education and outreach effort incorporates strategic elements to connect the importance of a new, local water supply for San Diego with the benefits to Point Loma





# Benefits to Point Loma Wastewater Treatment Plant

- Pure Water production will reduce
  - discharge flows to the ocean
  - wastewater treatment requirements
  - discharges to a level that is equivalent to secondary treatment
- Pure Water will account for over a 1/3 of San Diego's water needs (83 MGD) by 2035

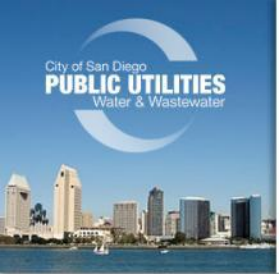


# Outreach Program

- City needs to secure regulatory and legislative approvals and funding for Pure Water
- Outreach will introduce project objectives to the public
- Education for Pure Water Components will minimize potential confusion of future water and wastewater goals
- An ongoing, robust outreach effort is needed to increase the awareness and maintain transparency

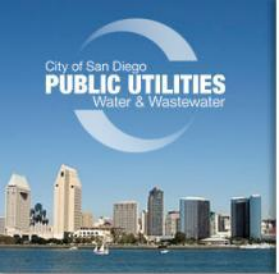
# PUBLIC OUTREACH KEY OBJECTIVES

- Open and maintain communication channels with stakeholders
- Identify community interests and integrate concerns into outreach
- Establish and maintain legitimacy of decision making process
- Articulate and clarify key issues to stakeholders
- Find common ground among conflicting opinions to achieve a “win-win” solution
- Enhance Pure Water program elements through active dialogue with community members



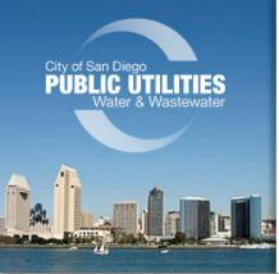
# Outreach Program Plan

- Task 1: Communicating & Reporting
  - Prepare comprehensive communication plan
  - Plan outreach efforts conducted by multi-cultural sub-consultants
  - Track outreach metrics
- Task 2: Public Outreach Plan Materials & Tools
  - Develop creative content to engage the public
  - Translate technical research materials into layperson's language
- Task 3: Business & Community Outreach
  - Meetings with multi-cultural community and business leaders



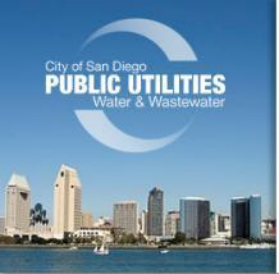
# Outreach Program Plan

- Task 3 (continued)
  - Analyze data gathered and incorporate findings into outreach materials
  - Organize Urban Water Cycle Tours
  - Assist City to expand community event participation and hold open houses
- Task 4: Expand the presence of the Pure Water Program
  - Develop strategies to work with youth groups
  - Capture video testimonials of tour participants and share through social media



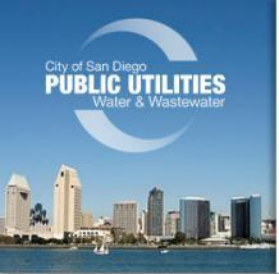
# Outreach Program Plan

- Task 5: Raise media awareness of Pure Water San Diego in local, regional and national publications and broadcasts
  - Invite major print and broadcast media representatives to tour the AWP Facility
  - Place stories in statewide and national media that highlight the research the City is conducting at the AWP Facility
- Task 6: Pure Water speaker's bureau
  - Conduct a workshop with city staff to provide an opportunity to practice the updated Pure Water San Diego community presentation and become familiar with its messages



# Outreach Program Plan

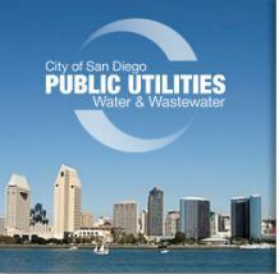
- Task 7: Stakeholder engagement and communication
  - Support city staff at meetings with the Pure Water Working Group
  - Serve as a liaison to the organizations Working Group members represent



# STAFF RECOMMENDATION

- Approve a two-year agreement with Katz & Associates for Pure Water– Public Outreach and Education Program
- Approve the expenditure of \$1 million to be funded equally by the Water Operating Utility Fund and Metro Sewer Utility Fund





# CONSULTANT'S QUALIFICATIONS

- Twenty-eight years of local water and wastewater outreach experience
- Industry leaders in potable reuse communications and best practices
  - Orange County GWRS
  - Prairie Waters Project, Colorado
  - Silicon Valley Advanced Water Treatment
- Diverse multicultural staff comprised of established community leaders with more than twenty years of experience in outreach to underserved audiences

# AGENDA ITEM 5

## Attachment

(San Diego Kelp Forest  
Ecosystem Monitoring)

**METRO JPA/TAC  
Staff Report  
Date: April 16, 2014**

**Project Title:** San Diego Kelp Forest Ecosystem Monitoring Project (2014-2019)

**Requested Action:** Recommendation from Metro TAC to endorse project and forward to Metro Commission for approval.

**Recommendations:**

Metro TAC:	Present to JPA for approval of Project
IROC:	Present to IROC as an informational item. Funds for this long-standing agreement are budgeted in the Annual Budget within the Metro Operating Fund and do not require IROC review.
Prior Actions: (Committee/Commission, Date, Result)	

**Fiscal Impact:**

Is this projected budgeted?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Cost breakdown between Metro & Muni:	100% Metro
Fiscal impact to the Metro JPA:	33% (~\$887,519)

**Capital Improvement Program:**

New Project?	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input checked="" type="checkbox"/>
Existing Project?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Upgrade/addition <input type="checkbox"/> Change <input type="checkbox"/>

**Previous TAC/JPA Action:**

Previous TAC/JPA Action: Previous 4-year projects for 2006-2010 and 2010-2014 presented to Metro TAC and Metro JPA in 2010 and 2014, respectively.

**Additional/Future Action:**

**City Council Action:** Tentatively scheduled for Environment Committee on 5/21/14 and Council on 6/10/14

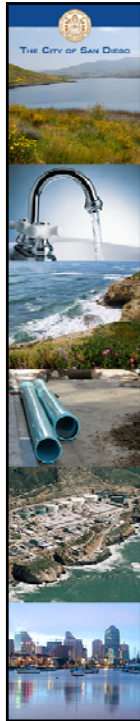
**Background:** *Provide background information on the need for the project*

This agreement allows for continued monitoring of the San Diego region's kelp forests and provides important information relevant to the City's 301(h) modified permit for the Pt Loma Wastewater Treatment Plant.

**Discussion:** *Provide information on decisions made to advance the project*

This program has been ongoing as 4-year agreements for the past 12 years, as well as additional work from 1992 through 2002. The project serves as a critical link between the City's core monitoring efforts focused in offshore waters and requirements for more near shore habitats associated with the Marine Life Protection Act and other needs.

**Bid Results:** *If bidding was done provide bidding format and results*  
N/A



Presentation to Metro TAC

## San Diego Kelp Forest Ecosystem Monitoring Project (2014-2019)

Timothy D. Stebbins, Ph.D.  
Sr. Marine Biologist / Ocean Monitoring Program Director

April 16, 2014



## City of San Diego Ocean Monitoring Program

- ❖ City's OMP = one of largest, most comprehensive programs of its kind.
  - Pt Loma and South Bay outfall regions
  - Sampling at ~190 sites (>200 days/yr)
  - Total area ~340 mi<sup>2</sup>
- ❖ OMP designed to monitor status of San Diego's coastal waters, assess effects of wastewater discharge, and address several basic questions.
  - Is it safe to swim?
  - Are the fish safe to eat?
  - Is the marine ecosystem healthy?





## Program Components

- ❖ Core Monitoring
  - Water quality (shore, kelp beds, offshore)
  - Sediment quality & benthic infaunal communities
  - Bottom dwelling fish and invertebrate communities
  - Bioaccumulation in fishes
- ❖ Regional Monitoring
  - Southern California Bight Regional Monitoring Program
  - Region 9 Aerial Kelp Survey Program
- ❖ Special Studies & Enhanced Monitoring
  - *Evaluation of Anthropogenic Impacts on the San Diego Coastal Kelp Forest Ecosystem (2014-2019)*

### **San Diego Kelp Forest Ecosystem Monitoring Project**



## San Diego Kelp Forest Monitoring Project Background & History

- ❖ Long-term studies of San Diego region kelp forests
  - Core program conducted by SIO since ~1971
  - Links to earlier work in 1950s
- ❖ City Involvement (1992-present)
  - Provided critical support to City in evaluating effects of 1992 Pt Loma outfall break
  - Partial funding provided from 1992-2002
  - Expanded to larger 4-yr agreements beginning in 2002 in support of City's Waiver renewal and enhanced monitoring objectives
    - 2002-2006
    - 2006-2010
    - 2010-2014 [present]





## San Diego Kelp Forest Monitoring Project *Purpose & Significance*

- ❖ Protection of the coastal marine environment is the main objective of the City's OMP and is of great importance to the City and its citizens, and this project:
  - Helps clearly define impacts of wastewater discharge on the health and stability of local kelp forests relative to other anthropogenic or natural environmental factors.
  - Represents a major component of the City's efforts to meet these needs, and also addresses NPDES "special study" requirements for Pt Loma.
  - Represents a unique, long-term program assessing the health of our local kelp forests and the quality of San Diego's coastal recreational waters.
  - Provides important scientific documentation in support of the City's 301(h) modified permit (waiver) for the PLWTP.
  - Provides critical information to address external recommendations regarding the importance of enhanced monitoring from a regional perspective.




## San Diego Kelp Forest Monitoring Project *New Agreement*

- ❖ Expands and extends project 5 years (2014-2019)
- ❖ Study areas
  - Large Pt Loma and La Jolla kelp forests
  - Smaller kelp beds of San Diego County
- ❖ Main components
  - Kelp habitat monitoring (giant kelp & other kelps)
  - Sea urchin monitoring
  - Kelp forest fish and invertebrate populations
  - Physical oceanographic measurements
- ❖ Field effort ~450 dives/year
- ❖ Total 5-yr cost = \$2,662,178





How many lobsters?





## Primary Contacts

<p><u>Program Manager</u> City of San Diego</p> <p><b>Timothy D. Stebbins, Ph.D.</b> Sr. Marine Biologist <a href="mailto:tstebbins@sandiego.gov">tstebbins@sandiego.gov</a></p> 	<p><u>Principal Investigators</u> Scripps Institution of Oceanography</p> <p><b>P. Ed Parnell, Ph.D.</b> Associate Research Oceanographer <a href="mailto:eparnell@ucsd.edu">eparnell@ucsd.edu</a></p> <p><b>Paul K. Dayton, Ph.D.</b> Professor / Research Biologist <a href="mailto:pdayton@ucsd.edu">pdayton@ucsd.edu</a></p> 
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# AGENDA ITEM 6

## Attachment

(Pure Water Program  
Update)



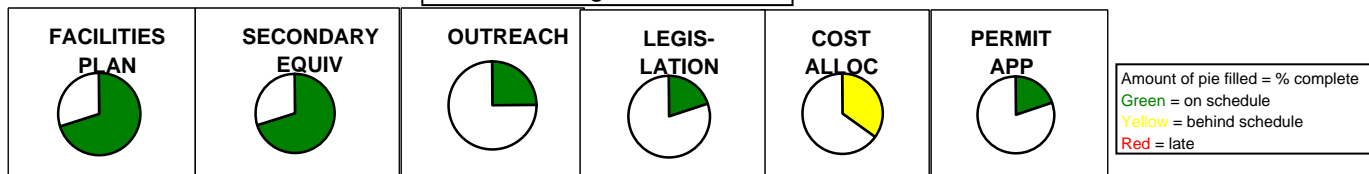
## Point Loma Permit/Potable Reuse KEY MILESTONE DATES



04/22/2014

DATE	TASK	FOLLOW UP ACTION/STATUS
<b>2013</b>		
<del>Dec. 13, 2013</del>	San Diego provide draft facilities plan to stakeholders	Draft provided. Enviro requested if schedule could be accelerated. San Diego provide update on 2/5/14
<b>2014</b>		
January	Begin outreach to regulators, legislators, key stakeholders and public	
<del>4/16/14 8:30-10:30 MOC 2 E</del>	San Diego Define Secondary Equivalency. Provide draft white paper	Comments provided on white paper. Enviro requested an analysis to be run using existing flows as a base line for comparison. Also look a concentration limits. Next meeting TBD
<del>4/23/14 10-12 MOC II</del>	San Diego meet with JPA on cost allocation. 1) Agree on methodology 2) Insert construction costs from facilities plan	San Diego to look at comparing PR facilities construction through secondary to secondary at Point Loma. Next meeting on 2/20/14
Late January	Preliminary cost estimate and rate impact based on preliminary facilities plan	
<del>02/05/2014 MOC 2 E</del>	San Diego Stakeholders Meeting	
February	First draft of legislative language	Draft prepared
February	Seek Congressional sponsor for legislation (Issa/Davis ?)	Need to define secondary equivalency 1st
<del>02/24/2013</del>	Imperial Beach outfall meeting	Halla agreed to look at additional potable reuse to reduce south bay discharge
<del>03/05/2014</del>	San Diego (Ann, Brent, Bob, Allan) meet with EPA staff	Pure Water program was well received by EPA
March	Resolve Padre Dam mass balance correction. This is holding up the FY12, FY11, FY10, and FY09 audits	TAC met with attorneys 4/16. Consensus reached on draft proposal. Will meet again on 5/21
March	Resolve North City billing correction	These adjustments may be combined with Padre Dam mass balance corrections
March	Resolve recycled water revenue	These adjustments will occur with true-up following Padre Dam and North City
<del>03/07/2014</del>	Presentation to SANDAG Regional Planning Committee	Presentation was well received
<del>03/27/2014</del>	San Diego County Water Authority Board Meeting	CWA voted to delay changes in cost allocations until 2016
<del>04/03/2014</del>	Cost allocation meeting	Met on 4/16. Meet again on 5/1
04/21/2014	San Diego Stakeholders Meeting	Rescheduled by San Diego to 4/30
06/30/2014	Complete cost analysis and rate impact review Finalize cost allocation method	
September	Finalize facilities plan for inclusion in NPDES permit application	
September	First draft NPDES Permit	
December	Final draft NPDES Permit	
<b>2015</b>		
January	Submit NPDES Permit to the Environmental Protection Agency	

### Milestone Progress Dashboard



**AGENDA ITEM 7**  
**Attachment**  
**(Minutes of March 6, 2014)**



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

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

**March 6, 2014  
DRAFT Minutes**

Chairwoman Cox called the meeting to order at 12:07 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	X	Rick Hopkins
City of Coronado	Barbara Denny	X	Ed Walton
City of Del Mar	Sherryl Parks	X	
City of El Cajon	Tony Ambrose	X	Dennis Davis
City of Imperial Beach	Ed Spriggs	X	
City of La Mesa	Art Madrid	X	
Lemon Grove Sanitation District	Jerry Jones	X	
City of National City	Louis Natividad	X	
City of Poway	John Mullin	X	Leah Browder
County of San Diego	Dianne Jacob		Daniel Brogadir
Otay Water District	Jose Lopez	X	
Padre Dam MWD	Jim Peasley	X	Augie Scalzetti
Metro TAC Chair	Greg Humora	X	
IROC Chair	Gayle Welch		

Others present: Metro JPA General Counsel Paula de Sousa; Metro JPA Secretary Lori Anne Peoples; Karyn Keese & Scott Tulloch – Atkins Global; Rick Hopkins and Robert Yano – City of Chula Vista; Bob Kennedy, Mark Watton – Otay Water District; Al Lau – Padre Dam Municipal Water District; Leah Browder – City of Poway; Halla Razak, Edgar Patino, Ann Sasaki - City of San Diego Public Utilities; Jeremy Jung – City Attorney City of San Diego

**2. PLEDGE OF ALLEGIANCE TO THE FLAG**

Chair Cox welcomed all in attendance.

Commissioner Mullin led the Pledge.

**3. PUBLIC COMMENT**

None.

**4. PRESENTATION - POTENTIAL EFFECTS OF WATER CONSERVATION ON RECYCLED WATER AND IPR**

Laura Bonich, PE, LEED AP, Civil Engineer and Principal with Nolte Vertical Five, provided a brief bio on her work experience and noted that one of the projects she was currently working on was water conservation and the disconnect between traditional design assumptions and where California is headed with water use. She then provided a Power Point presentation on the potential effects of water conservation on recycled water and IPR along with what things have

changed in California which will impact the existing infrastructure such as CalGreen covers California water use legislation (indoor water use) which requires a 20% reduction from baseline (basically prescribes changing out of plumbing fixtures), new development plumbing as well as retro-fit of homes built before 1994. She noted that engineers have always taken historic water use and projected the future with it. However, a hard look needs to be taken at what the lower bound for more accuracy. This matters because if you are significantly overstating the wastewater flows, which you are, then you are significantly overstating the amount of reclaimed water that is going to be produced. In conclusion, Ms. Bonich stated that realistic assumptions need to be made about the existing flows; need to avoid over estimating the amount of reclaimed water that will be produced and project future flows on 40 not 72 gppd; and assumptions need to be made in 5 year increments of how many homes will be retrofitted. As a practical matter this means that existing water and wastewater infrastructure can serve more development with already constructed infrastructure capacity; retrofit creates capacity in existing systems; new water and wastewater infrastructure can be smaller and/or each phase and ultimate buildout can be smaller; wastewater treatment = same solids – 20+% less liquids and reclaimed water will be significantly less.

## **5. PRESENTATION – PURE WATER PROGRAM UPDATE**

MetroTAC Chair Greg Humora provided a more recent version of the milestone dashboard. He then went down the date column and provided updates to the Commissioners.

Scott Tulloch of Atkins Global provided an update on the Imperial Beach ocean outfall concerns and noted that they had been working with IB and City of San Diego staff and within the last week a meeting had been held and focused on the issue of multiple potential sources of pollution of the beaches and recreational water, the most predominant being the Tijuana Water River, the IB storm drain system when it rains and the Mexican Treatment Plant from which the currents bring the flow up to the City of Imperial Beach. It is a complex issue. The City of San Diego had gone to great lengths to demonstrate whether or not the outfall is a source of contamination and is moving forward to put a permanent current flow monitoring device off both the Pt. Loma and South Bay outfall to assist with issue. The ultimate goal expressed by the City of Imperial Beach is that not just the 83 mgd of diversion would go to potable reuse but all 100 mgd so the City of San Diego is going to review this. The City of IB is going to memorialize the meeting in letter form to be sent to the City of San Diego to keep this issue moving forward.

Greg then proceeded to review the dates and tasks and action status as outlined on the Key Milestone Dates.

Leah Browder, Public Works Director, City of Poway, provided the Commission with a proposed Outreach strategy to the County of San Diego Water Authority. She noted that those with yellow stars would meet with Chair Cox to obtain an invite to their agency for a meeting to talk about collaboration and integration of the wastewater JPA Commissioners work with the County Water Authority Board of Directors person. Before next Wednesday, if you do not contact Leah, she will contact you to confirm who in the Commissioners agency is in the position of authority to give direction/information to its County Water Authority Board Member, followed by work on figuring out the communication cascade plan for your agency to have a uniform message. Green stars indicate agencies that also have influence but conversations have already been started or they will require a different outreach system. March 27<sup>th</sup> is the next County Water Authority Board Meeting. The back of the sheet contains a tentative timeline and brief explanatory narrative.

Ms. Browder next provided two maps for the Commissioners review. She noted that the double-sided map indicated a magnification of the northern side of the City of San Diego on the general Wastewater Shed map that had previously been provided. The legend in the box indicates work done by the North County Water Reuse Coalition (previously the Recycle Water Coalition). Their original plan was to work across jurisdictional boundaries to create recycled water facilities that could benefit the greater whole. As of February the North County Water Reuse Coalition updated their plan and the reverse side, Figure 4-8 shows their expanded position (red dots) to include comprehensive water reuse facilities across jurisdictions – all potential water users, which is our vision for southern San Diego. They secured \$1.5M of IRWM funding which the JPA now sits on so that we can start positioning for money as well for the southern region.

Mark Watton, General Manager of the Otay Water District addressed the Commission on their need to not let their diligence or guard down and to also keep a close eye on the CWA pump storage project as it threatens IPR.

**6. ACTION – CONSIDERATION AND POSSIBLE ACTION TO APPROVE THE MINUTES OF THE REGULAR MEETING OF FEBRUARY 6, 2014**

**ACTION:** Upon motion by Chairwoman Cox, seconded by Vice Chairman Jones, the February 6, 2014 Minutes were unanimously approved.

**7. ACTION – CONSIDERATION AND POSSIBLE ACTION TO RECOMMEND APPROVAL OF THE SOUTH BAY WATER RECLAMATION PLANT – DENMINERALIZATION PROJECT**

Brian Vitale, City of San Diego Project Manager and Gabriel Torres, Project Engineer, provided an overview of the scope, schedule and cost of the project.

Due to the questions of the Commission, Ann Sasaki, Assistant Director, City of San Diego Public Utilities Department suggested the item be referred back to MetroTAC for additional review.

**ACTION:** Upon motion by Vice Chairman Jones, seconded by Commissioner Peasley, the item was unanimously approved to be referred back to MetroTAC to obtain more detail and then bring forward to the JPA.

Items 8 & 9 were heard at the same time

General Counsel de Sousa stated that the two items were related and therefore would be presented together. Item 8 being a new administrative services agreement with Lori Anne Peoples for the services she provides to the Metro Commission/Metro JPA, Metro TAC and any committees. The agreement is for 2 years and the only substantive change was the term and the hourly rate which was increased 5% or \$2.50 per hour which was approved through MetroTAC and the Finance Committee. Item 9 is the companion item between the JPA with the City of San Diego for reimbursement of some of the administrative services that Lori provides related to the Metro Commission and MetroTAC. The Metro Commission is an advisory body of the City of San Diego created through the Regional Wastewater Disposal Agreement. The term was adjusted to coincide with the other agreements with a not to exceed amount of \$65,000.

**8. ACTION – CONSIDERATION AND POSSIBLE ACTION TO APPROVE LORI ANNE PEOPLES 2014-2016 ADMINISTRATIVE SERVICES AGREEMENT**

**ACTION:** Upon motion by Chairwoman Cox, seconded by Commissioner Peasley, agreement was unanimously approved.

**9. ACTION – CONSIDERATION AND POSSIBLE ACTION TO APPROVE CITY OF SAN DIEGO 2014-2018 REIMBURSEMENT AGREEMENT FOR ADMINISTRATIVE SUPPORT SERVICES**

**ACTION:** Upon motion by Chairwoman Cox, seconded by Commissioner Peasley, the agreement was unanimously approved.

Item 11 was heard here.

**10. ACTION – CONSIDERATION AND POSSIBLE ACTION TO APPROVE SPONSORSHIP BY THE JPA IN THE AMOUNT OF \$1,000 FOR THE WATER RELIABILITY COALITION**

Commissioner Peasley and Chairwoman Cox expressed interests in attending.

**ACTION:** Upon motion by Commissioner Madrid, seconded by Commissioner Denny, Chairwoman Cox and Commissioner Peasley were unanimously approved to represent the Metro JPA.

**11. JPA MID-YEAR FINANCIAL REPORT**

Karyn Keese of Atkins Global provided a brief overview of the JPA Mid-Year financial report covering the period of July 1, 2013 through December 31, 2013 noting that costs incurred after this period were not reflected.

**12. METRO TAC UPDATE/REPORT**

MetroTAC Chair Humora stated that the MetroTAC Work Plan was attached to the agenda for the Commissioners reading pleasure.

**13. IROC UPDATE**

There was none.

**14. FINANCE COMMITTEE**

Finance Committee Chair Denny stated that the committee had met and approved the May 29, 2013 minutes; had an extensive discussion on the status of all the open Exhibit E Audit issues including financial data provided by City of San Diego staff; unanimously approved the reimbursement agreements for administrative support with the City of San Diego and Lori; reviewed the JPA Mid-Year Financials; reviewed the status of the Atkins contract in support of the San Diego Pure Water Program and the JPA; and reviewed and approved an amount of up to \$2,500 for sponsorship/attendance at the Water Reliability Coalition.

**15. REPORT OF GENERAL COUNSEL**

General Counsel de Sousa stated that as she had previously reported at the February meeting, SDG& had made a filing at the PUC to shift peak hours to later in the day, from 2 p.m. to 9 p.m. during the summer defined as May to October, and 5 p.m. to 9 p.m. during the winter. Currently peak hours occur between 11 a.m. and 6 p.m. This shift would significantly impact solar customers with systems designed to shave peak off their load as well as other customers who have modified their operations to not operate during peak periods. She then stated that her firm and MetroTAC were closely monitoring this action and provided the Commissioners with a draft letter that had also been provided to the MetroTAC members with highlighted areas to amend to fit their agency needs, to forward to the California Public Utilities Commission opposing the SDG&E filing.

General Counsel de Sousa then reminded the Commissioners that their 700 Filings were due to Ms. Peoples prior to April 1, 2014.

**16. PROPOSED AGENDA ITEMS FOR THE NEXT METRO COMMISSION/METRO WASTEWATER JPA MEETING MAY 1, 2014**

Consensus was to cancel the April meeting unless something urgent arose and schedule the next Regular Meeting on May 1, 2014.

**17. METRO COMMISSIONERS' AND JPA BOARD MEMBERS' COMMENTS**

There were none.

**18. ADJOURNMENT**

At 1:35 p.m., there being no further business, Chairwoman Cox declared the meeting adjourned.

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Recording Secretary

# AGENDA ITEM 8

## Attachment

(Pt. Loma Roof Digesters  
System Replacement &  
Repairs)

**METRO JPA/TAC****Staff Report**

Date:

**Project Title:** Point Loma Digester Roof Systems Replacement and Repairs**Requested Action:** Authorizing the expenditure not to exceed \$757,595 from Metro Sewer Fund 700001, to Brazos Urethane Inc., for the repair and replacement of the five digesters roofing system at Point Loma Wastewater Treatment Plant.**Recommendations:** Approval

Metro TAC:

This project was presented and approved by Metro TAC on April 16, 2014.

IROC:

Prior Actions:  
(Committee/Commission,  
Date, Result)

N/A

**Fiscal Impact:** Total estimated cost for this construction contract is \$757,595. Funds are available in the FY14 Metro Sewer Utility Fund 700001.Is this projected budgeted? Yes ☒ No ☐Cost breakdown between  
Metro & Muni: \$757,595 (100% Metro)Fiscal impact to the Metro  
JPA: \$253,795 (33.5% Metro JPA)**Capital Improvement Program:**New Project? Yes ☐ No ☒Existing Project? Yes ☐ No ☒ upgrade/addition ☒ change ☐**Previous TAC/JPA Action:****Additional/Future Action:****City Council Action:**

**(NEW) Background:** The Public Utilities Department owns and operates the Point Loma Wastewater Treatment Plant (PLWTP) that treats approximately 160 million gallons of wastewater per day to service the San Diego Metropolitan Wastewater System. The plant has a total of eight digesters, each holds approximately 3.5 million gallons of wastewater biosolids. These digesters are heated and under pressure to hold in odors and the methane gas generated during the biosolids treatment process. This methane gas is the energy source used on site to create electricity to operate the PLWTP. Any unplanned release of odors or methane would be a violation of the Air Pollution Control District permit and could result in significant fines.

Based on a recent inspection, significant deterioration was observed on the tops of five biosolids digesters. The protective covering/roofing systems, consisting of thermal insulation and a corrosion protective coating, require repair and replacement. The thermal insulation maintains the constant temperature needed for the biosolids digestion process to occur. The elastomeric waterproof coating and non-skid surface is needed to protect the digester's steel



dome from corrosion. If the existing roofing systems are not replaced and/or repaired, water intrusion through the failed roofing system will lead to corrosion of the digester domes, which will ultimately lead to gas leaks and a catastrophic failure of the biosolids digesters.

This project will replace the existing roof insulation and coating system on Digesters 7, N1, and N2 and repair the delaminating (bubbles and blisters) roof coating system on Digesters C1 and C2. The roof replacement and repairs involve removing the existing insulation and coating, sandblasting the steel dome, applying a coating of anticorrosive epoxy to the steel, installing urethane foam insulation, and applying an elastomeric waterproof coating with non-skid surface.

This action is to award the contract to Brazos Urethane Inc., which has been selected through the City's competitive bidding process. The total estimated cost for this project is \$757,595, which includes \$721,595 for construction and \$36,000 for contingency.

**(NEW) Discussion:** *Provide information on decisions made to advance the project*

Due to the deterioration of the roof insulation and coating, Digester roofs need to be replaced and repaired to ensure continuous compliance with the Air Pollution Control District permit and to provide safe and reliable working conditions for operational staff.

**(NEW) Bid Results:** Bid opening was held on February 4, 2014, and there were two bids: (1) Brazos Urethane Inc. at \$721,595, and (2) Cook Coating Inc. at \$779,700. Brazos Urethane, Inc., was selected as the lowest responsive bidder at \$721,595.

# AGENDA ITEM 9

## Attachment

(Pump Station 2 Force  
Main Station Siphon &  
West Pt. Loma Interceptor  
Sewer Liner Repairs )

**METRO JPA/TAC****Staff Report****Date:****Project Title:** Pump Station 2 Force Main Siphon and West Point Loma Interceptor Sewer Liner Repairs**Requested Action:** Authorizing the expenditure not to exceed \$1,700,000 from Metro Sewer Fund 700009, WBS B11098, for the Pump Station 2 Force Main Siphon and West Point Loma Interceptor Sewer Liner Repairs.**Recommendations:** Approval

Metro TAC:	This project was presented and approved by Metro TAC on April 16, 2014.
IROC:	
Prior Actions: (Committee/Commission, Date, Result)	N/A

**Fiscal Impact:** Total estimated project cost is \$1,700,000. Funds are available in the FY15 Metro Sewer Utility Fund 700009.Is this projected budgeted? Yes ☒ No ☐

Cost breakdown between Metro &amp; Muni: \$1,700,000 (100% Metro)

Fiscal impact to the Metro JPA: \$569,500 (33.5% Metro JPA)

**Capital Improvement Program:**New Project? Yes ☐ No ☒Existing Project? Yes ☐ No ☒ upgrade/addition ☒ change ☐**Previous TAC/JPA Action:** N/A**Additional/Future Action:** To be approved by Infrastructure Committee in May 2014**City Council Action:** To be approved by City Council in June 2014**(NEW) Background:** The Public Utilities Department owns and operates the 87-inch Pump Station 2 (PS2) Force Main and the 114-inch West Point Loma Interceptor pipelines.

The PS2 Force Main is an 87-inch reinforced concrete pipe (RCP) force main that runs from Pump Station 2 to the East Portal Structure and is approximately 15,000 feet long. The portion requiring liner repairs is the force main siphon located under the Navy channel at the Harbor Drive Bridge. The Force Main Siphon is approximately 664 feet long and is approximately 1,700 feet downstream of Pump Station 2. The Force Main Siphon was inspected in 2008 and 2012 to assess the condition of the 87-inch siphon portion of the force main prior to renovation of the

North Harbor Drive Bridge. The inspection determined that the pipeline is in good condition; however, the inspection revealed damage to the 240-degree T-lock liner and showed severe liner bubbling near the access structures located on both sides of the siphon.

The West Point Loma Interceptor Sewer (WPLIS) conveys all the raw sewage to the Point Loma Wastewater Treatment Plant (PLWTP). The interceptor is a 114-inch reinforced concrete sewer with Polyvinyl Chloride (PVC) lined pipe and is approximately 1.4 miles long. The WPLIS was inspected in 2008 to determine the condition and structural integrity of the pipeline. The assessment determined that this pipeline is in good condition; however, damage to the 240-degree T-lock liner and pipe joints were identified on the WPLIS, allowing sewer gas to come in contact with the reinforced concrete pipe (RCP).

Based on the flow analysis, the upstream pump stations can only be shutdown for a three hour period. This lining work will be performed from 2:00 am to 5:00 am during low flow conditions. The project will repair and restore the damaged T-lock liner at 47 locations within the two pipelines including rehabilitation of 10 manholes with a new PVC liner by Ameron ArrowLock.

This action is to award the construction contract to Sancon Engineering Inc., which has been selected through the City's competitive bidding process. The total estimated cost for this project is 1,700,000, which includes \$1,362,975 for construction and \$337,025 for project administration as well as construction management and inspection.

**(NEW) Discussion:** *Provide information on decisions made to advance the project*

Condition assessment inspections revealed damages to the T-Lock liner and the pipe joints on both the PS2 Force Main Siphon and WPLIS Liner. In order to protect the integrity of the pipelines and address the liner problems, this project will be awarded to Sancon Engineering, who is familiar with the wastewater system and has performed similar lining repairs on large diameter pipelines for the City of San Diego.

**(NEW) Bid Results:** Bid opening was held on March 25, 2014, and Sancon Engineering Inc. submitted the only bid, in the amount of \$1,362,975.

**AGENDA ITEM 10**  
**Attachment**  
**(FY 2014-2015 Atkins**  
**Contract )**

**AGREEMENT FOR PROFESSIONAL SERVICES  
BETWEEN METRO WASTEWATER JOINT POWERS AUTHORITY  
AND ATKINS NORTH AMERICA, INC.**

This agreement ("Agreement") is made and entered into as of \_\_\_\_\_, 2014, by and between the METRO WASTEWATER JOINT POWERS AUTHORITY (hereinafter referred to as the "Metro JPA"), a joint powers authority organized and operating pursuant to California Government Code section 6500 *et seq.*, and ATKINS NORTH AMERICA, INC. (hereinafter referred to as "Consultant"). Metro JPA and Consultant are sometimes referred to individually as "Party" and collectively as "Parties."

**RECITALS**

A. The Metro JPA would like to retain the services of Consultant to provide as-needed technical, financial and administrative support services as set forth in more detail herein for the fiscal year of 2014-15.

B. Consultant is duly licensed and has the necessary qualifications to provide such services.

C. The Parties desire by this Agreement to establish the terms for Metro JPA to retain Consultant to provide the services described herein.

**AGREEMENT**

NOW THEREFORE, IT IS AGREED AS FOLLOWS:

1. Services.

Consultant shall provide the Metro JPA with the services described in the Scope of Services attached hereto as Exhibit "A" and incorporated herein ("Services").

2. Compensation.

a. Subject to paragraph 2(b) below, the Metro JPA shall pay for such services in accordance with the Schedule of Charges set forth in Exhibit "B," attached hereto and incorporated herein by reference.

b. In no event shall the total amount paid for services rendered by Consultant pursuant to Exhibits "A" and "B" exceed the sum of \$161,490.00 for fiscal year 2014-15. Periodic payments shall be made within thirty (30) days of receipt of a statement for services rendered. Payments to Consultant for work performed will be made on a monthly billing basis.

3. Additional Work.

If changes in the work seem merited by Consultant or the Metro JPA, and informal consultations with the other Party indicate that a change is warranted, it shall be processed by the Metro JPA in the following manner: a letter outlining the changes shall be forwarded to the Metro JPA by Consultant with a statement of estimated changes in fee or time schedule. An amendment to this Agreement shall be prepared by the Metro JPA and executed by both Parties before performance of such services, or the Metro JPA will not be required to pay for the changes in the scope of work. Such amendment shall not render ineffective or invalidate unaffected portions of this Agreement.

4. Maintenance of Records.

Books, documents, papers, accounting records, and other evidence pertaining to costs incurred shall be maintained by Consultant and made available at all reasonable times during the Agreement period and for four (4) years from the date of final payment under the Agreement for inspection by Metro JPA. Consultant shall obtain the written consent of Metro JPA prior to destroying any such records or any work product prepared by Consultant as a result of the Services provided under this Agreement.

5. Time of Performance; Term.

Consultant shall commence and perform its services in a prompt and timely manner upon execution of this Agreement. This Agreement shall terminate on June 30, 2015, unless otherwise extended by a written amendment signed by both Parties.

6. Delays in Performance.

Neither Metro JPA nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing Party. For purposes of this Agreement, such circumstances include but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war; riots and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; and sabotage or judicial restraint.

Should such circumstances occur, the non-performing Party shall, within a reasonable time of being prevented from performing, give written notice to the other Party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

7. Compliance with Law.

Consultant shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local government.

8. Standard of Care.

Consultant's 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.

9. Assignment and Subconsultant.

Consultant shall not assign, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the written consent of the Metro JPA, which may be withheld for any reason. Nothing contained herein shall prevent Consultant from employing independent associates, and subconsultants as Consultant may deem appropriate to assist in the performance of services hereunder.

10. Independent Consultant.

Consultant is retained as an independent contractor and is not an employee of Metro JPA. No employee or agent of Consultant shall become an employee of Metro JPA. The work to be performed shall be in accordance with the work described in Exhibit "A," subject to such directions and amendments from Metro JPA as herein provided.

11. Integration.

This Agreement represents the entire understanding of Metro JPA and Consultant 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. This Agreement may not be modified or altered except in writing signed by both Parties hereto. This is an integrated Agreement.

12. Insurance.

a. Commercial General Liability.

(i) The Consultant shall take out and maintain, during the performance of all work under this Agreement, Commercial General Liability Insurance, in a form and with insurance companies acceptable to the Metro JPA.

(ii) Coverage for Commercial General Liability insurance shall be at least as broad as the following:

(1) Insurance Services Office Commercial General Liability coverage (Occurrence Form CG 0001) or exact equivalent

(2) The policy shall contain no endorsements or provisions (A) limiting coverage for contractual liability; (B) excluding cross liability for claims or suits by one insured against another; or (C) containing any other exclusion(s) contrary to the terms or purposes of this Agreement.



(iii) Commercial General Liability Insurance must include coverage for the following:

- (1) Bodily Injury and Property Damage
- (2) Personal Injury/Advertising Injury
- (3) Premises/Operations Liability
- (4) Products/Completed Operations Liability
- (5) Aggregate Limits that Apply
- (6) Contractual Liability with respect to this Agreement
- (7) Broad Form Property Damage
- (8) Independent Consultants Coverage

(iv) All such policies shall name the Metro JPA, the Board and each member of the Board, its officers, employees, agents and Metro JPA designated volunteers as Additional Insureds under the policy using ISO endorsement forms CG 20 10 10 01 and 20 37 10 01, or endorsements providing the exact same coverage.

(v) The general liability program may utilize either deductibles or provide coverage excess of a self-insured retention, subject to written approval by the Metro JPA, and provided that deductibles shall not apply to Metro JPA as an additional insured.

b. Automobile Liability.

(i) At all times during the performance of the work under this Agreement, the Consultant shall maintain Automobile Liability Insurance for bodily injury and property damage including coverage for owned, non-owned and hired vehicles, in a form and with insurance companies acceptable to the Metro JPA.

(ii) Coverage for Automobile Liability Insurance shall be at least as broad as Insurance Services Office Form Number CA 0001 (ed. 12/93) covering automobile liability, Code 1 (any auto).

(iii) The automobile liability program may utilize deductibles, but not a self-insured retention, subject to written approval by the Metro JPA, and provided that deductibles shall not apply to Metro JPA as an additional insured.

(iv) All such policies shall name the Metro JPA, the Board and each member of the Board, its officers, employees, agents and Metro JPA designated volunteers as Additional Insureds under the policies.

c. Workers' Compensation/Employer's Liability.

(i) At all times during the performance of Services under this Agreement, the Consultant shall maintain Workers' Compensation Insurance in compliance with applicable statutory requirements and Employer's Liability Coverage in amounts indicated herein.

(ii) Such insurance shall include an insurer's Waiver of Subrogation in favor of the Metro JPA and will be in a form and with insurance companies acceptable to the Metro JPA.

(iii) If insurance is maintained, the Workers' Compensation and Employer's Liability program may utilize either deductibles or provide coverage excess of a self-insured retention, subject to written approval by the Metro JPA.

(iv) Before beginning work, the Consultant shall furnish to the Metro JPA satisfactory proof that the Consultant has taken out for the period covered by the work under this Agreement, full compensation insurance for all persons employed directly by the Consultant or through subconsultants in carrying out the work contemplated under this Agreement, all in accordance with the "Workers' Compensation and Insurance Act," Division IV or the Labor Code of the State of California and any acts amendatory thereof. Consultant shall require all subconsultants to obtain and maintain workers' compensation coverage of the same type and limits as specified in this section.

d. Professional Liability (Errors and Omissions).

At all times during the performance of the work under this Agreement the Consultant shall maintain Professional Liability Insurance or Errors and Omissions Insurance appropriate to its profession, in a form and with insurance companies acceptable to Metro JPA and in an amount indicated herein. This insurance shall be endorsed to include contractual liability applicable to this Agreement and shall be written on a policy form specifically designed to protect against acts, errors or omissions of the Consultant. "Covered Professional Services" as designated in the policy must specifically include work performed under this Agreement. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend. The retroactive date, if any, of each such policy is to be no later than the effective date of this Agreement, and Consultant shall maintain such coverage continuously for a period of at least three (3) years following the completion of work under this Agreement.

e. Public Liability, Property Damage, Automobile Liability, Employer's Liability, and Professional Liability (Errors and Omissions).

(i) The following insurance limits are required for the Agreement:

	<u>Combined Single Limit</u>
Commercial General Liability	\$1,000,000 per occurrence/ \$2,000,000 aggregate for bodily injury, personal injury, and property damage
Automobile Liability	\$1,000,000 per occurrence for bodily injury and property damage
Employer's Liability	\$1,000,000 per occurrence

Professional Liability

\$1,000,000 per claim and aggregate (errors and omissions)

(ii) Defense costs shall be payable in addition to the limits.

(iii) Requirement of specific coverage or minimum limits contained in this Agreement are not intended as a limitation on coverage, limits or any other requirement, or a waiver of any coverage normally provided by any insurance.

f. Evidence Required.

Prior to execution of the Agreement, the Consultant shall file with the Metro JPA evidence of insurance from an insurer or insurers certifying to the coverage of all insurance required herein. Such evidence shall include original copies of the ISO CG 2010 (or insurer's equivalent) signed by the insurer's representative and Certificate of Insurance (Acord Form 25-S or equivalent), together with all endorsements to the policies described therein. All evidence of insurance shall be certified by a properly authorized officer, agent, or qualified representative of the insurer and shall certify the names of the insured, any additional primary insureds, where appropriate, the type and amount of the insurance, the location and operations to which the insurance applies, and the expiration date of such insurance.

g. Policy Provisions Required.

(i) All policies shall contain a provision for thirty (30) days advance written notice by the insurer(s) to the Metro JPA of any cancellation. Statements that the carrier "will endeavor" and "that failure to mail such notice shall impose no obligation and liability upon the company, its agents or representatives," will not be acceptable on certificates. In the event any insurer providing coverage required under this Agreement shall fail to provide the notice required in this section, Consultant shall be responsible to provide such notice to the Metro JPA. Consultant is responsible to replace any and all policies required under this Agreement which are cancelled during the term of this Agreement no later than the effective date of cancellation.

(ii) All policies of Commercial General Liability and Automobile Liability insurance shall contain a provision stating that the Consultant's policies are primary insurance and the insurance of the Metro JPA or any named insureds shall not be called upon to contribute to any loss.

(iii) All policies of Commercial General Liability and Automobile Liability insurance shall contain or shall be endorsed to contain a waiver of subrogation against the Metro JPA, the Board and each member of the Board, its officers, employees, agents and Metro JPA designated volunteers; or shall specifically allow Counsltant to waive its right of recovery prior to a loss, and Consultant hereby waives its own right of recovery against Metro JPA, the Board and each member of the Board, its officers, employees, agents and Metro JPA designated volunteers, and shall require similar waivers from each of its subconsultants.

h. Qualifying Insurers.

(i) All policies required shall be issued by acceptable insurance companies, as determined by the Metro JPA, which satisfy the following minimum requirements:

(ii) Insurance carriers shall be admitted to do business in California or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law. Such insurance carrier shall have not less than an "A-" policyholder's rating and a financial rating of not less than "Class VII" according to the latest Best Key Rating Guide.

i. Additional Insurance Provisions.

(i) The foregoing requirements as to the types and limits of insurance coverage to be maintained by Consultant, and any approval of said insurance by the Metro JPA, is not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Consultant pursuant to this Agreement, including but not limited to, the provisions concerning indemnification. Neither the Metro JPA nor the Board, nor any member of the Board, nor any of the directors, officers, employees, agents or volunteers shall be personally responsible for any liability arising under or by virtue of the Agreement.

(ii) If at any time during the life of the Agreement, the Consultant fails to maintain in full force any insurance required by the Agreement documents, the Metro JPA has the right but not the duty to acquire the necessary insurance for the Consultant and deduct the cost thereof from the appropriate progress payments due the Consultant, or backcharge the Consultant for such costs in the event they exceed the amount of unpaid progress payments due the Consultant. In the alternative, Metro JPA may cancel this Agreement.

(iii) The Consultant shall include all subconsultants as insureds under its policies or shall furnish separate certificates and endorsements for each subconsultant. All coverages for subconsultants shall be subject to all of the requirements stated herein unless otherwise agreed in writing by the Metro JPA. All policies of Commercial General Liability insurance provided by subconsultants shall name the Metro JPA as an additional insured using endorsement form ISO CG 20 38 04 13 or an endorsement providing equivalent coverage.

(iv) The Metro JPA may require the Consultant to provide complete copies of all insurance policies in effect for the duration of the Agreement.

13. Indemnification.

To the fullest extent permitted by law, Consultant agrees to protect, save, defend and hold harmless Metro JPA and its Board and each member of the Board, officers, agents and employees from any and all claims, liabilities, expenses or damages of any nature, including attorneys' fees, for injury or death of any person, or damage to property, or interference with use of property, including loss of use, arising out of or in any way connected with the negligent performance or willful misconduct under this Agreement by Consultant, Consultant's agents, officers, employees, subconsultants, or independent consultants hired by Consultant. The only exception to Consultant's responsibility to protect, save, defend and hold harmless Metro JPA, is

due to the sole negligence, willful misconduct or active negligence of Metro JPA. This hold harmless provision shall apply to all liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by Consultant.

14. Laws, Venue, and Attorneys' Fees.

This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this agreement, the 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.

15. Termination or Abandonment.

a. Metro JPA has the right to terminate or abandon any portion or all of the work under this Agreement by giving ten (10) calendar days' written notice to Consultant. In such event, Metro JPA shall be immediately given title and possession to all original field notes, drawings and specifications, written reports and other documents produced or developed for that portion of the work completed and/or being abandoned. Metro JPA shall pay Consultant the reasonable value of services rendered for any portion of the work completed prior to termination. If said termination occurs prior to completion of any task for which a payment request has not been received, the charge for services performed during such task shall be the reasonable value of such services, based on an amount mutually agreed to by Metro JPA and Consultant of the portion of such task completed but not paid prior to said termination. Metro JPA shall not be liable for any costs other than the charges or portions thereof which are specified herein. Consultant shall not be entitled to payment for unperformed services, and shall not be entitled to damages or compensation for termination of work.

b. Consultant may terminate its obligation to provide further services under this Agreement upon thirty (30) calendar days' written notice to Metro JPA only in the event of substantial failure by Metro JPA to perform in accordance with the terms of this Agreement through no fault of Consultant.

16. 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:

<b>METRO JPA:</b>	<b>CONSULTANT:</b>
Metro Wastewater JPA c/o La Mesa City Hall 8130 Allison Ave., La Mesa, CA 91942 <b>Attn:</b> c/o Greg Humora, City of La Mesa	Atkins North America, Inc. 3570 Carmel Mountain Road, Suite 300 San Diego, CA 92130 <b>Attn:</b> Karyn Keese

and shall be effective upon receipt thereof.

17. Data.

Consultant shall be entitled to rely upon the accuracy of data and information provided by the Metro JPA without independent review or evaluation unless such review or evaluation is specified in the scope of services.

18. Third Party Rights.

Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Metro JPA and the Consultant.

19. Termination of Prior Agreements.

The Parties agree that upon executing this Agreement, the Agreement for Professional Services entered into June 6, 2013, by and between the Parties, and prior versions thereof, shall terminate.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

**METRO WASTEWATER JPA:**

**ATKINS NORTH AMERICA INC.:**

By: \_\_\_\_\_  
Cheryl Cox  
Chairperson

By: \_\_\_\_\_

APPROVED AS TO FORM:

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

**EXHIBIT “A”**  
**Scope of Services**

**EXHIBIT “B”**

**Schedule of Charges/Payments**



**AGREEMENT FOR PROFESSIONAL SERVICES  
BETWEEN METRO WASTEWATER JOINT POWERS AUTHORITY  
AND ATKINS NORTH AMERICA, INC.**

This agreement ("Agreement") is made and entered into as of \_\_\_\_\_, ~~2013~~2014, by and between the METRO WASTEWATER JOINT POWERS AUTHORITY (hereinafter referred to as the "Metro JPA"), a joint powers authority organized and operating pursuant to California Government Code section 6500 *et seq.*, and ATKINS NORTH AMERICA, INC. (hereinafter referred to as "Consultant"). Metro JPA and Consultant are sometimes referred to individually as "Party" and collectively as "Parties."

**RECITALS**

A. The Metro JPA would like to retain the services of Consultant to provide as-needed technical, financial and administrative support services as set forth in more detail herein for the fiscal year of ~~2013~~2014-1415.

B. Consultant is duly licensed and has the necessary qualifications to provide such services.

C. The Parties desire by this Agreement to establish the terms for Metro JPA to retain Consultant to provide the services described herein.

**AGREEMENT**

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. Services.

Consultant shall provide the Metro JPA with the services described in the Scope of Services attached hereto as Exhibit "A" and incorporated herein ("Services").

2. Compensation.

a. Subject to paragraph 2(b) below, the Metro JPA shall pay for such services in accordance with the Schedule of Charges set forth in Exhibit "B," attached hereto and incorporated herein by reference.

b. In no event shall the total amount paid for services rendered by Consultant pursuant to Exhibits "A" and "B" exceed the sum of \$~~INSERT AMOUNT; PREVIOUS AMOUNT IN 2012 AGREEMENT WAS \$129,192.00~~161,490.00 for fiscal year ~~2013~~2014-1415. Periodic payments shall be made within thirty (30) days of receipt of a statement for services rendered. Payments to Consultant for work performed will be made on a monthly billing basis.

3. Additional Work.

If changes in the work seem merited by Consultant or the Metro JPA, and informal consultations with the other Party indicate that a change is warranted, it shall be processed by the Metro JPA in the following manner: a letter outlining the changes shall be forwarded to the Metro JPA by Consultant with a statement of estimated changes in fee or time schedule. An amendment to this Agreement shall be prepared by the Metro JPA and executed by both Parties before performance of such services, or the Metro JPA will not be required to pay for the changes in the scope of work. Such amendment shall not render ineffective or invalidate unaffected portions of this Agreement.

4. Maintenance of Records.

Books, documents, papers, accounting records, and other evidence pertaining to costs incurred shall be maintained by Consultant and made available at all reasonable times during the Agreement period and for four (4) years from the date of final payment under the Agreement for inspection by Metro JPA. Consultant shall obtain the written consent of Metro JPA prior to destroying any such records or any work product prepared by Consultant as a result of the Services provided under this Agreement.

5. Time of Performance; Term.

Consultant shall commence and perform its services in a prompt and timely manner upon execution of this Agreement. This Agreement shall terminate on June 30, ~~2014~~2015, unless otherwise extended by a written amendment signed by both Parties.

6. Delays in Performance.

Neither Metro JPA nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing Party. For purposes of this Agreement, such circumstances include but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war; riots and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; and sabotage or judicial restraint.

Should such circumstances occur, the non-performing Party shall, within a reasonable time of being prevented from performing, give written notice to the other Party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

7. Compliance with Law.

Consultant shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local government.

8. Standard of Care.

Consultant's 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.

9. Assignment and Subconsultant.

Consultant shall not assign, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the written consent of the Metro JPA, which may be withheld for any reason. Nothing contained herein shall prevent Consultant from employing independent associates, and subconsultants as Consultant may deem appropriate to assist in the performance of services hereunder.

10. Independent Consultant.

Consultant is retained as an independent ~~Consultant~~contractor and is not an employee of Metro JPA. No employee or agent of Consultant shall become an employee of Metro JPA. The work to be performed shall be in accordance with the work described in Exhibit "A," subject to such directions and amendments from Metro JPA as herein provided.

11. Integration.

This Agreement represents the entire understanding of Metro JPA and Consultant 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. This Agreement may not be modified or altered except in writing signed by both Parties hereto. This is an integrated Agreement.

12. Insurance.

a. Commercial General Liability.

(i) The Consultant shall take out and maintain, during the performance of all work under this Agreement, Commercial General Liability Insurance, in a form and with insurance companies acceptable to the Metro JPA.

(ii) Coverage for Commercial General Liability insurance shall be at least as broad as the following:

(1) Insurance Services Office Commercial General Liability coverage (Occurrence Form CG 0001) or exact equivalent

(2) The policy shall contain no endorsements or provisions (A) limiting coverage for contractual liability; (B) excluding cross liability for claims or suits

by one insured against another; or (C) containing any other exclusion(s) contrary to the terms or purposes of this Agreement.

(iii) Commercial General Liability Insurance must include coverage for the following:

- (1) Bodily Injury and Property Damage
- (2) Personal Injury/Advertising Injury
- (3) Premises/Operations Liability
- (4) Products/Completed Operations Liability
- (5) Aggregate Limits that Apply
- (6) Contractual Liability with respect to this Agreement
- (7) Broad Form Property Damage
- (8) Independent Consultants Coverage

(iv) All such policies shall name the Metro JPA, the Board and each member of the Board, its officers, employees, agents and Metro JPA designated volunteers as Additional Insureds under the policy using ISO endorsement forms CG 20 10 10 01 and 20 37 10 01, or endorsements providing the exact same coverage.

(v) The general liability program may utilize either deductibles or provide coverage excess of a self-insured retention, subject to written approval by the Metro JPA, and provided that deductibles shall not apply to Metro JPA as an additional insured.

b. Automobile Liability.

(i) At all times during the performance of the work under this Agreement, the Consultant shall maintain Automobile Liability Insurance for bodily injury and property damage including coverage for owned, non-owned and hired vehicles, in a form and with insurance companies acceptable to the Metro JPA.

(ii) Coverage for Automobile Liability Insurance shall be at least as broad as Insurance Services Office Form Number CA 0001 (ed. 12/93) covering automobile liability, Code 1 (any auto).

(iii) The automobile liability program may utilize deductibles, but not a self-insured retention, subject to written approval by the Metro JPA, and provided that deductibles shall not apply to Metro JPA as an additional insured.

(iv) All such policies shall name the Metro JPA, the Board and each member of the Board, its officers, employees, agents and Metro JPA designated volunteers as Additional Insureds under the policies.

c. Workers' Compensation/Employer's Liability.

(i) At all times during the performance of Services under this Agreement, the Consultant shall maintain Workers' Compensation Insurance in compliance

with applicable statutory requirements and Employer's Liability Coverage in amounts indicated herein.

(ii) Such insurance shall include an insurer's Waiver of Subrogation in favor of the Metro JPA and will be in a form and with insurance companies acceptable to the Metro JPA.

(iii) If insurance is maintained, the Workers' Compensation and Employer's Liability program may utilize either deductibles or provide coverage excess of a self-insured retention, subject to written approval by the Metro JPA.

(iv) Before beginning work, the Consultant shall furnish to the Metro JPA satisfactory proof that ~~he/she~~the Consultant has taken out for the period covered by the work under this Agreement, full compensation insurance for all persons employed directly by ~~him/her~~the Consultant or through subconsultants in carrying out the work contemplated under this Agreement, all in accordance with the "Workers' Compensation and Insurance Act," Division IV or the Labor Code of the State of California and any acts amendatory thereof. Consultant shall require all subconsultants to obtain and maintain workers' compensation coverage of the same type and limits as specified in this section.

d. Professional Liability (Errors and Omissions).

At all times during the performance of the work under this Agreement the Consultant shall maintain Professional Liability Insurance or Errors and Omissions Insurance appropriate to its profession, in a form and with insurance companies acceptable to Metro JPA and in an amount indicated herein. This insurance shall be endorsed to include contractual liability applicable to this Agreement and shall be written on a policy form specifically designed to protect against acts, errors or omissions of the Consultant. "Covered Professional Services" as designated in the policy must specifically include work performed under this Agreement. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend. The retroactive date, if any, of each such policy is to be no later than the effective date of this Agreement, and Consultant shall maintain such coverage continuously for a period of at least three (3) years following the completion of work under this Agreement.

e. Public Liability, Property Damage, Automobile Liability, Employer's Liability, and Professional Liability (Errors and Omissions).

(i) The following insurance limits are required for the Agreement:

Combined Single Limit

Commercial General Liability	\$1,000,000 per occurrence/ \$2,000,000 aggregate for bodily injury, personal injury, and property damage
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Automobile Liability	\$1,000,000 per occurrence for bodily injury and property damage
Employer's Liability	\$1,000,000 per occurrence
Professional Liability	\$1,000,000 per claim and aggregate (errors and omissions)

(ii) Defense costs shall be payable in addition to the limits.

(iii) Requirement of specific coverage or minimum limits contained in this Agreement are not intended as a limitation on coverage, limits or any other requirement, or a waiver of any coverage normally provided by any insurance.

f. Evidence Required.

Prior to execution of the Agreement, the Consultant shall file with the Metro JPA evidence of insurance from an insurer or insurers certifying to the coverage of all insurance required herein. Such evidence shall include original copies of the ISO CG 2010 (or insurer's equivalent) signed by the insurer's representative and Certificate of Insurance (Acord Form 25-S or equivalent), together with all endorsements to the policies described therein. All evidence of insurance shall be certified by a properly authorized officer, agent, or qualified representative of the insurer and shall certify the names of the insured, any additional primary insureds, where appropriate, the type and amount of the insurance, the location and operations to which the insurance applies, and the expiration date of such insurance.

g. Policy Provisions Required.

(i) All policies shall contain a provision for thirty (30) days advance written notice by the insurer(s) to the Metro JPA of any cancellation. Statements that the carrier "will endeavor" and "that failure to mail such notice shall impose no obligation and liability upon the company, its agents or representatives," will not be acceptable on certificates. In the event any insurer providing coverage required under this Agreement shall fail to provide the notice required in this section, Consultant shall be responsible to provide such notice to the Metro JPA. Consultant is responsible to replace any and all policies required under this Agreement which are cancelled during the term of this Agreement no later than the effective date of cancellation.

(ii) All policies of Commercial General Liability and Automobile Liability insurance shall contain a provision stating that the Consultant's policies are primary insurance and the insurance of the Metro JPA or any named insureds shall not be called upon to contribute to any loss.

(iii) All policies of Commercial General Liability and Automobile Liability insurance shall contain or shall be endorsed to contain a waiver of subrogation against the Metro JPA, the Board and each member of the Board, its officers, employees, agents and Metro JPA designated volunteers; or shall specifically allow Counsltant to waive its right of recovery prior to a loss, and Consultant hereby waives its own right of recovery

against Metro JPA, the Board and each member of the Board, its officers, employees, agents and Metro JPA designated volunteers, and shall require similar waivers from each of its subconsultants.

h. Qualifying Insurers.

(i) All policies required shall be issued by acceptable insurance companies, as determined by the Metro JPA, which satisfy the following minimum requirements:

(ii) Insurance carriers shall be ~~qualified~~admitted to do business in California ~~and maintain an agent for process within the state~~or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law. Such insurance carrier shall have not less than an “A-” policyholder’s rating and a financial rating of not less than “Class VII” according to the latest Best Key Rating Guide.

i. Additional Insurance Provisions.

(i) The foregoing requirements as to the types and limits of insurance coverage to be maintained by Consultant, and any approval of said insurance by the Metro JPA, is not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Consultant pursuant to this Agreement, including but not limited to, the provisions concerning indemnification. Neither the Metro JPA nor the Board, nor any member of the Board, nor any of the directors, officers, employees, agents or volunteers shall be personally responsible for any liability arising under or by virtue of the Agreement.

(ii) If at any time during the life of the Agreement, the Consultant fails to maintain in full force any insurance required by the Agreement documents, the Metro JPA ~~may~~has the right but not the duty to acquire the necessary insurance for the Consultant and deduct the cost thereof from the appropriate progress payments due the Consultant, ~~or backcharge the Consultant for such costs in the event they exceed the amount of unpaid progress payments due the Consultant.~~ In the alternative, Metro JPA may cancel this Agreement.

(iii) The Consultant shall include all subconsultants as insureds under its policies or shall furnish separate certificates and endorsements for each subconsultant. All coverages for subconsultants shall be subject to all of the requirements stated herein: unless otherwise agreed in writing by the Metro JPA. All policies of Commercial General Liability insurance provided by subconsultants shall name the Metro JPA as an additional insured using endorsement form ISO CG 20 38 04 13 or an endorsement providing equivalent coverage.

(iv) The Metro JPA may require the Consultant to provide complete copies of all insurance policies in effect for the duration of the Agreement.



13. Indemnification.

To the fullest extent permitted by law, Consultant agrees to protect, save, defend and hold harmless Metro JPA and its Board and each member of the Board, officers, agents and employees from any and all claims, liabilities, expenses or damages of any nature, including attorneys' fees, for injury or death ~~or~~of any person, or damage to property, or interference with use of property, including loss of use, arising out of or in any way connected with the negligent performance or willful misconduct under this Agreement by Consultant, Consultant's agents, officers, employees, subconsultants, or independent consultants hired by Consultant. The only exception to Consultant's responsibility to protect, save, defend and hold harmless Metro JPA, is due to the sole negligence, willful misconduct or active negligence of Metro JPA. This hold harmless provision shall apply to all liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by Consultant.

14. Laws, Venue, and Attorneys' Fees.

This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this agreement, the 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.

15. Termination or Abandonment.

a. Metro JPA has the right to terminate or abandon any portion or all of the work under this Agreement by giving ten (10) calendar days' written notice to Consultant. In such event, Metro JPA shall be immediately given title and possession to all original field notes, drawings and specifications, written reports and other documents produced or developed for that portion of the work completed and/or being abandoned. Metro JPA shall pay Consultant the reasonable value of services rendered for any portion of the work completed prior to termination. If said termination occurs prior to completion of any task for which a payment request has not been received, the charge for services performed during such task shall be the reasonable value of such services, based on an amount mutually agreed to by Metro JPA and Consultant of the portion of such task completed but not paid prior to said termination. Metro JPA shall not be liable for any costs other than the charges or portions thereof which are specified herein. Consultant shall not be entitled to payment for unperformed services, and shall not be entitled to damages or compensation for termination of work.

b. Consultant may terminate its obligation to provide further services under this Agreement upon thirty (30) calendar days' written notice to Metro JPA only in the event of substantial failure by Metro JPA to perform in accordance with the terms of this Agreement through no fault of Consultant.

16. 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:

<b>METRO JPA:</b>	<b>CONSULTANT:</b>
Metro Wastewater JPA c/o La Mesa City Hall 8130 Allison Ave., La Mesa, CA 91942 <b>Attn:</b> c/o Greg Humora, City of La Mesa	Atkins North America, Inc. 3570 Carmel Mountain Road, Suite 300 San Diego, CA 92130 <b>Attn:</b> Karyn Keese

and shall be effective upon receipt thereof.

17. Data.

Consultant shall be entitled to rely upon the accuracy of data and information provided by the Metro JPA without independent review or evaluation unless such review or evaluation is specified in the scope of services.

18. Third Party Rights.

Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Metro JPA and the Consultant.

19. Termination of Prior Agreements.

The Parties agree that upon executing this Agreement, the Agreement for Professional Services entered into June 7~~6~~<sup>6</sup>, ~~2012~~<sup>2013</sup>, by and between the Parties, and prior versions thereof, shall terminate.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

**METRO WASTEWATER JPA:**

**ATKINS NORTH AMERICA INC.:**

By: \_\_\_\_\_  
Cheryl Cox  
Chairperson

By: \_\_\_\_\_

APPROVED AS TO FORM:

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

**EXHIBIT "A"**  
**Scope of Services**

**EXHIBIT “B”**

**Schedule of Charges/Payments**

<b>Summary Report:</b> <b>Litéra® Change-Pro 7.0.0.400 Document Comparison done on 4/8/2014</b> <b>12:14:50 PM</b>	
<b>Style Name:</b> Default Style	
<b>Original DMS:</b> iw://iManage/iManage/7911831/3	
<b>Modified DMS:</b> iw://iManage/iManage/8700861/5	
<b>Changes:</b>	
Add	62
Delete	21
Move From	0
Move To	0
Table Insert	0
Table Delete	0
Table moves to	0
Table moves from	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Format Changes	0
<b>Total Changes:</b>	<b>83</b>

**SCOPE OF SERVICES**  
**METRO TAC/COMMISSION/JPA**  
**AS-NEEDED ENGINEERING AND FINANCIAL SERVICES**

**April 11, 2014**

The purpose of the As-Needed Consulting Contract for the Metro Wastewater JPA/Commission is to provide technical and financial support to the PAs in meeting their objectives of fair rates, equitable cost sharing, and program validation. The intention of the As-Needed Contract is to provide review and oversight of the San Diego Metropolitan Sewer System (Metro System) Program with a minimum of duplication by the PAs. By combining the efforts of the PAs into a central focal point, our goal is to assist in increasing the responsiveness of the group to key issues of concern, ensure coverage at key meetings, centralize the data collection, minimize duplication of efforts by the PAs, and reduce the costs of both Metro TAC/Commission/JPA efforts, as well as the overall costs of the Metro Program.

**I. Scope of Services**

The effort by ATKINS will be divided into five major categories, one for routine services, two for specific financial tasks, one for anticipated technical tasks, and one for Metro TAC engineering support.

**A. Routine Meetings**

The routine meetings will include the following tasks:

1. Attendance at the Metro TAC meetings, preparation of minutes and agendas.
2. Attendance and preparation of agendas for the Metro Commission/JPA meetings.
3. Prepare agendas, minutes, and technical support to the Metro Finance Committee.
4. Attendance at Pure Water Program AdHoc and Steering Committee meetings.

**B. Routine Audit Review – Public Utilities Department (PUD), Wastewater Operations Branch Exhibit E Audit Review – FYEs 2013 and 2014**

1. Review and negotiate the auditors Scope of Work
2. Attend Entrance and Exit Conferences with the Auditors
3. Select audit sample
4. Attend Interim Bi-Weekly work meetings with the Auditors (maximum of 5 per

audit)

5. Review the Draft and Final Audit numbers and test results
6. Review all audit samples for contract compliance and accounting accuracy
7. Review the annual general services cost allocation
8. Review output for any special projects (In the past this has included the reconciliation of the Shames and other municipal lawsuits, and the Clean Water Program management contract to insure that only Metro costs have/had been charged to the PAs)
9. Present the results to the Metro Finance Committee, Metro TAC, and Metro Wastewater JPA / Commission
10. Review final closeout of 2009 to 2012 open audits to insure Padre Dam and North City adjustments are correctly applied to each PA
11. Monitor closeout process to insure timely payment of refunds (if any) and the accuracy of any additional billings' (if any) to PAs

C. Routine Review of MWWD Budget – FYE 2015

1. Line item review of the proposed CIP projects to verify that they are a part of the Wastewater Agreement. Provide a preliminary review of the O&M costs to identify areas of concern for the PAs
2. Identify budget items that show major deviation from previous years, and discuss these deviations with the City
3. Attend meetings with the City of San Diego Public Utilities staff to identify the nature and magnitude of the budget items
4. Provide updates on budget issues to the Metro TAC, the Finance Committee, and the Metro Wastewater JPA/Commission meetings

D. 2014 Wastewater Rate Case – During 2013 and 2014 outside consultants have been preparing the PUD's wastewater rate case. Preliminary results on the first of three steps in the rate case process (revenue requirement) were released in March 2013. Atkins is working with the IROC Finance Committee to provide in-depth review of the Rate Case during fiscal year ending 2014 to insure that Metro Commission/JPA interests are considered and included. It is anticipated by PUD staff that the rate case will be completed in FYE 2015.

E. FYE 2015 Recycled Water Financial Projects

1. Continued Support and Resolution of Recycled Water Contractual Issues – During FYE 2011 the City's Public Utilities Director recognized the PAs right to the revenues from the sales of recycled water at the South Bay plant. The sales of recycled water will be included starting with the 2009 audit as an

income credit. However several housekeeping issues remain to be resolved such as the completion of the repayment schedule for the North City Optimized System Debt and continued discussions over allocation of the capacity reservation leases paid by Otay Water District and Olivenhain Municipal Water District. Atkins will support the effort in resolving these issues in FYE 2014. (Note: This is ongoing from FYE 2013).

2. Review of Recycled Water Pricing Study – In December 2009 the City asked its consultant to address the difference between wholesale and retail customers and their recycled water rates. The City's original proposed unitary rate structure is of major concern to the PAs. A second draft of the pricing study was received but was not considered acceptable by the PAs. PUD has since retained another consultant and the draft of this report is due in late FYE2014.

The PAs goal for this study is to insure that the rates are fair and equitable to all parties, and set at appropriate levels that balance the facilitation of increased use of recycled water per the City's agreement with the environmental community, while providing additional monies to operate the system. Atkins will review the upcoming draft in-depth to insure that the PAs goals are reached. (Note: This is a carry-over from FYE 2014)

3. Recycled Water Cost Allocations – With the completion of the Recycled Water Master Plan, the next phase will be the possible implementation of selected capital projects. Atkins will provide a white paper to the Metro TAC and the Metro JPA/Commission on cost allocations used by other regional agencies such as West Basin Municipal Water District, the City of Los Angeles, and Los Angeles Water & Power for funding recycled water projects (i.e. what is a wastewater versus water expense for a capital projects). In addition, Atkins will work with the PUD and Metro TAC subcommittee to provide guidance regarding appropriate cost sharing allocations. (Note: This is ongoing from FYE 2014).

- F. Metro TAC Staff Support – This task includes 10 hours per month for unforeseen financial analysis and consulting. Atkins will support, as-needed, the items contained in the Metro TAC FYE 2015 Work plan. One key issue that will continue during FYE 2015 is the reallocation of Metro costs due to the overbilling of Padre Dam Municipal Water District for their sewage strengths. In addition, Brown & Caldwell have recently prepared a draft Metro Strength Billing Evaluation Report. This report contains recommendations for changes to the current strength based billing process as well as a billing issue regarding the recycled water flow at North City. Also, PUD staff will be updating the transportation rate. Atkins will review all calculations to insure that the billing issues, strength base billing changes, and changes to the transportation rate are appropriate.
- G. General Engineering Support – This task includes engineering technical support as requested by Metro TAC and the Metro Commission/JPA. This will include engineering support for such items as the next Waiver of Secondary Treatment at Point Loma and the "Secondary Equivalency Alternative" as outlined in the



Metro TAC white paper... This will also include representing the JPA on the Water Reliability Coalition through the Friends of Infrastructure and any meetings as directed by the Metro TAC and/or the Commission/JPA to facilitate the secondary equivalency alternative, etc.

## **II. ADDITIONAL SERVICES AS REQUESTED**

- A. Participate in the MWWD Strategic Business Plan.
- B. Independent cost review of CIP.
- C. Review of ongoing background material not envisioned.
- D. Prepare for and attend additional meetings beyond what is included in Section I.
- E. Attendance at IROC in support of the Metro JPA/Commission representatives.
- F. Provide additional follow-up on the additional items identified.
- G. Provide additional technical support on specific projects as directed by the Metro TAC, Finance Committee, and Metro JPA/Commission Chairmen.
- H. Provide technical support, as requested, to fulfill other Metro JPA/Commission objectives.

**Atkins North America**  
**2015 Budget and 2014 Budget Versus Actual**

FYE 2014 Budget			Budget As of March 2014				FYE 2015 Budget		
		FYE 2014 Budget	Spent	Remaining	% Spent	Months Elapsed		FYE 2015 Budget	Difference
1000	<b>Routine Support Services</b> Support MetroTAC Attend Metro Commission Support Metro Finance	\$ 30,040.00	\$ 22,467.50	\$ 7,572.50	75%	75%	1000	<b>Routine Support Services</b> Support MetroTAC Attend Metro Commission Support Metro Finance Support AdHoc	\$ 39,160 \$ 9,120
2000	<b>2011,2012, 2013 Audits</b> Review & Edit Audit Scope Entrance/Exit Conference Interim Work Meetings Review Draft & Final Numbers Special Audit Projects Prepare Report/Presentation Present Metro TAC/Metro Com.	\$ 26,600.00	\$ 16,625.00	\$ 9,975.00	63%	75%	2000	<b>2013 &amp; 2014 Audits</b> Review & Edit Audit Scope Entrance/Exit Conference Interim Work Meetings Review Draft & Final Numbers Special Audit Projects Prepare Report/Presentation Present Metro TAC/Metro Com. Final Closeout of 2009 to 2012	\$ 26,600 \$ -
3000	<b>Budget &amp; CIP Review</b>	\$ 6,080.00		\$ 6,080.00	0%	75%	3000	<b>Budget &amp; CIP Review</b>	\$ 6,080 \$ -
4000	<b>Special Projects</b>						4000	<b>Special Projects</b>	
4001	General Metro TAC Support	\$ 14,080.00	\$ 37,617.50	\$ (23,537.50)	267%	75%	4001	General Metro TAC Support	\$ 22,800 \$ 8,720
4002	Rate Case & Rate Case Audit	\$ 8,740.00		\$ 8,740.00	0%	75%	4002	Rate Case & Rate Case Audit	\$ 8,740 \$ -
4003	Resolve Reclaimed Issues	\$ 8,740.00		\$ 8,740.00	0%	75%	4003	Resolve Reclaimed Issues	\$ 8,740 \$ -
4004	Reclaimed Water Pricing Study	\$ 7,600.00		\$ 7,600.00	0%	75%	4004	Reclaimed Water Pricing Study	\$ 7,600 \$ -
4005	Reclaimed Cost Allocations	\$ 11,400.00		\$ 11,400.00	0%	75%	4005	Reclaimed Cost Allocations	\$ 11,400 \$ -
5000	<b>Engineering Support</b>	\$ 15,150.00	\$ 42,900.00	\$ (27,750.00)	283%	75%	5000	<b>Engineering Support</b>	\$ 29,608 \$ 14,458
	<b>Direct Expenses</b>	\$ 762.00	\$ 1,473.49	\$ (711.49)	193%	75%		<b>Direct Expenses</b>	\$ 762 \$ -
<b>Total</b>		\$ 129,192.00	\$ 121,083.49	\$ 8,108.51			<b>Total</b>		\$ 161,490 \$ 32,298

94% 6%

\$ 161,490.00

**AGENDA ITEM 11**  
**Attachment**  
**(FY 2014-2015 1<sup>st</sup>**  
**Amendment to Treasurers**  
**Contract)**

**FIRST AMENDMENT TO THE AGREEMENT FOR  
TREASURER SERVICES BETWEEN METRO  
WASTEWATER JOINT POWERS AUTHORITY AND  
PADRE DAM MUNICIPAL WATER DISTRICT**

THIS FIRST AMENDMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2014, by and between the Metro Wastewater Joint Powers Authority (hereinafter referred to as “Metro JPA”), a joint powers authority organized and operating pursuant to California Government Code section 6500 *et seq.*, and the Padre Dam Municipal Water District (hereinafter referred to as the “District”).

**RECITALS**

A. WHEREAS, Metro JPA and the District did enter into an agreement for treasurer services (hereinafter referred to as the “Agreement”) on July 1, 2013 for the District to provide treasurer services to Metro JPA until June 30, 2014; and

B. WHEREAS, Section 4 of the Agreement provides that the treasurer services may be extended by the mutual agreement of both Parties; and

C. WHEREAS, both Metro JPA and the District mutually desire to amend the Agreement to extend the time of performance for services provided by the District.

NOW THEREFORE, in consideration of the mutual obligations of the parties herein expressed, Metro JPA and the District agree as follows:

1. Section 4 of the Agreement is amended as necessary to extend the end date of Padre Dam’s treasurer services until June 30, 2015.
2. All other terms and conditions of the Agreement shall remain in full force and effect.

[Signatures on following page]

IN WITNESS WHEREOF, this First Amendment to the Agreement is executed by Metro JPA and by the District on the day and year first written above.

**METRO WASTEWATER JPA:**

**PADRE DAM MUNICIPAL WATER  
DISTRICT:**

By: \_\_\_\_\_  
Cheryl Cox  
Chairperson

By: \_\_\_\_\_  
Allen Carlisle  
General Manager

APPROVED AS TO FORM:

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

**AGREEMENT FOR TREASURER SERVICES BETWEEN  
METRO WASTEWATER JOINT POWERS AUTHORITY  
AND PADRE DAM MUNICIPAL WATER DISTRICT**

This Agreement ("Agreement") is made and entered into as of the 1st day of July, 2013 by and between the METRO WASTEWATER JOINT POWERS AUTHORITY ("Metro JPA"), a joint powers authority organized and operating pursuant to California Government Code section 6500 *et seq.*, and the PADRE DAM MUNICIPAL WATER DISTRICT (the "District"). Metro JPA and the District are sometimes individually referred to herein as the "Party" and collectively as the "Parties."

**RECITALS**

WHEREAS, certain participating agencies are members of Metro JPA ("Member Agencies");  
and

WHEREAS, the activities of Metro JPA require the services of a treasurer to keep accounts, allocate costs and process accounts payable; and

WHEREAS, Metro JPA requires the services of a treasurer from one of its members; and

WHEREAS, the District has provided services as treasurer since September 1, 2002; and

WHEREAS, the Parties seek to continue the treasurer contract pursuant to the terms of, and by entering into, this Agreement.

**AGREEMENT**

IN CONSIDERATION of the mutual promises set forth herein, the Parties agree as follows:

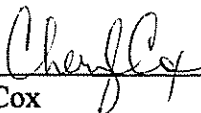
1. The District agrees to provide treasurer services to Metro JPA to include:
  - Open separate bank accounts to include savings and checking.
  - Maintain and reconcile bank accounts.
  - Prepare Member Agency annual billings.
  - Collect and deposit Member Agency billings.
  - Make authorized expenditures related to conducting Metro Commission and Metro JPA business.
  - Provide periodic unaudited financial reporting which reflects cash balances, outstanding receivables, and payables.
  - Provide periodic unaudited income statement financial reporting.
  - Financial reporting will separately track Metro Commission and Metro JPA receipts and expenditures.
  - Accrual basis of accounting will be used to reveal outstanding receivables

- and payables to the extent known as of the financial statement date.
  - Attend staff and Board meetings as desired by the Metro Commission and Metro JPA.
  - Consult and respond to questions from member agencies concerning finances and billings.
  - Other incidental services consistent with the Treasurer's position.
2. The District shall assign Karen Jassoy, Padre Dam Chief Financial Officer/Director of Finance as the treasurer to provide the above referenced services.
  3. Metro JPA agrees to reimburse the District for labor services on an hourly basis. The hourly rate for said services is \$257 per hour. It is estimated by the Parties that services will be performed for an estimated 3 to 5 hours per month with extra time spent in the beginning and end of the fiscal year for set up and year-end statements. Some of the more routine monthly tasks will be assigned to other personnel and billed at their lower rate.
  4. Said treasurer services shall continue until June 30, 2014 but may be extended by mutual agreement of both Parties. Either Party may terminate this Agreement upon ninety (90) days notice.
  5. Total charges against this Agreement shall not exceed \$19,000, unless said amount is increased by an amendment to the Agreement.
  6. Metro JPA agrees to protect and hold harmless the District, Ms. Jassoy and the District's elective, appointive Board, officers, agents and employees from any and all claims, liabilities, expenses or damages arising out of or in any way connected with the performance of this Agreement by the District or Ms. Jassoy. The only exception to Metro JPA's responsibility to protect and hold harmless is any claim, liability, expense or damage arising from or related to the gross negligence or willful misconduct of the District or Ms. Jassoy.

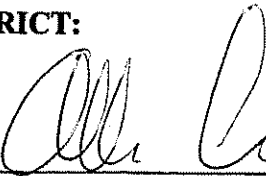
[Signatures on following page]

IN WITNESS WHEREOF, this Agreement is executed by Metro JPA and by the District on the day and year first written above.


**METRO WASTEWATER JPA:**

By:   
Cheryl Cox  
Chairperson

**PADRE DAM MUNICIPAL WATER DISTRICT:**

By:   
Allen Carlisle  
General Manager

**APPROVED AS TO FORM:**

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



**AGENDA ITEM 12**  
**Attachment**  
**(FY 2014-2015**  
**Webmaster Contract –**  
**with Vision)**

**AGREEMENT FOR PROFESSIONAL SERVICES  
BETWEEN METRO WASTEWATER JOINT POWERS AUTHORITY  
AND VISION INTERNET PROVIDERS, INC.**

This agreement ("Agreement") is made and entered into as of \_\_\_\_\_, 2014, by and between the METRO WASTEWATER JOINT POWERS AUTHORITY (hereinafter referred to as the "Metro JPA"), a joint powers authority organized and operating pursuant to California Government Code section 6500 *et seq.*, and VISION INTERNET PROVIDERS, INC., a California corporation (hereinafter referred to as "Consultant"). Metro JPA and Consultant are sometimes referred to individually as "Party" and collectively as "Parties."

**RECITALS**

A. The Metro JPA would like to retain the services of Consultant to provide Website Hosting and as-needed maintenance, security, and technical support services as set forth in more detail herein.

B. Consultant has the necessary qualifications to provide such services.

C. The Parties desire by this Agreement to establish the terms for Metro JPA to retain Consultant to provide the services described herein.

**AGREEMENT**

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. Services.

Consultant shall provide the Metro JPA with the services described in the Scope of Services attached hereto as Exhibit "A" and incorporated herein. In the event of a conflict between any provision of the Scope of Services and any provision of this Agreement, the provision of this Agreement shall prevail.

2. Compensation.

a. Subject to paragraph 2(b) and paragraph 2(c) below, the Metro JPA shall pay for such services in accordance with Exhibit "A," attached hereto and incorporated herein by reference.

b. In no event shall the total amount paid for Website Hosting services rendered by Consultant pursuant to Exhibit "A" exceed the sum of \$2,400 for the term of this Agreement. Periodic payments shall be made within thirty (30) days of receipt of a statement for services rendered. Payments to Consultant for work performed will be made pursuant to Exhibit "A".

c. Maintenance, security, and technical support services shall be provided on an as needed basis at an hourly rate of \$110 per hour. In no event shall the total amount paid for

maintenance, security, and technical support services rendered by Consultant pursuant to Exhibit "A" exceed the sum of \$1,600 for the term of this Agreement.

3. Additional Work.

If changes in the work seem merited by Consultant or the Metro JPA, and informal consultations with the other Party indicate that a change is warranted, it shall be processed by the Metro JPA in the following manner: a letter outlining the changes shall be forwarded to the Metro JPA by Consultant with a statement of estimated changes in fee or time schedule. An amendment to this Agreement shall be prepared by the Metro JPA and executed by both Parties before performance of such services, or the Metro JPA will not be required to pay for the changes in the scope of work. Such amendment shall not render ineffective or invalidate unaffected portions of this Agreement.

4. Maintenance of Records.

Books, documents, papers, accounting records, and other evidence pertaining to costs incurred shall be maintained by Consultant and made available at all reasonable times during the Agreement period and for four (4) years from the date of final payment under the Agreement for inspection by Metro JPA. Consultant shall obtain the written consent of Metro JPA prior to destroying any such records or any work product prepared by Consultant as a result of the Services provided under this Agreement.

5. Time of Performance; Term.

Consultant shall commence and perform its services in a prompt and timely manner in accordance with Exhibit "A" and upon execution of this Agreement. The term of this Agreement is one (1) year from the date of execution of this Agreement.

6. Delays in Performance.

Neither Metro JPA nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing Party. For purposes of this Agreement, such circumstances include but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war; riots and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; any computer virus, worm, denial of service attack; and sabotage or judicial restraint.

Should such circumstances occur, the non-performing Party shall, within a reasonable time of being prevented from performing not to exceed ten (10) days, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

7. Compliance with Law.

Consultant shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local government.

8. Assignment and Subconsultant.

Consultant shall not assign, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the written consent of the Metro JPA, which may be withheld for any reason. Nothing contained herein shall prevent Consultant from employing independent associates, and subconsultants as Consultant may deem appropriate to assist in the performance of services hereunder.

9. Independent Contractor.

Consultant is retained as an independent contractor and is not an employee of Metro JPA. No employee or agent of Consultant shall become an employee of Metro JPA. The work to be performed shall be in accordance with the work described in Exhibit "A," subject to such directions and amendments from Metro JPA as herein provided.

10. Integration.

This Agreement represents the entire understanding of Metro JPA and Consultant 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. This Agreement may not be modified or altered except in writing signed by both Parties hereto. This is an integrated Agreement.

11. Insurance.

a. Commercial General Liability.

(i) The Consultant shall take out and maintain, during the performance of all work under this Agreement, Commercial General Liability Insurance, in a form and with insurance companies acceptable to the Metro JPA.

(ii) Coverage for Commercial General Liability insurance shall be at least as broad as the following:

(1) Insurance Services Office Commercial General Liability coverage (Occurrence Form CG 0001), or a policy providing the exact same coverage.

(2) The policy shall contain no endorsements or provisions (A) limiting coverage for contractual liability; (B) excluding cross liability for claims or suits by one insured against another; or (C) containing any other exclusion(s) contrary to the terms or purposes of this Agreement.

(iii) Commercial General Liability Insurance must include coverage for the following:

- (1) Bodily Injury and Property Damage
- (2) Personal Injury/Advertising Injury
- (3) Premises/Operations Liability

- (4) Products/Completed Operations Liability
- (5) Aggregate Limits that Apply
- (6) Contractual Liability with respect to this Agreement
- (7) Broad Form Property Damage
- (8) Independent Consultants Coverage

(iv) The policy shall not contain any exclusion contrary to the Agreement, including but not limited to endorsements or provisions limiting coverage for (1) contractual liability (including but not limited to ISO CG 24 26 or 21 29); or (2) cross liability for claims or suits by one insured against another.

(v) The policy shall be endorsed to name the Metro JPA, the Board and each member of the Board, its officers, employees, agents and Metro JPA designated volunteers as Additional Insureds under the policy using ISO endorsement forms CG 20 10 10 01 and 20 37 10 01, or endorsements providing the exact same coverage.

(vi) The general liability program may utilize either deductibles or provide coverage excess of a self-insured retention, subject to written approval by the Metro JPA. Consultant shall guarantee that the insurer shall eliminate such deductibles or self-insured retentions as respects Metro JPA, its members, directors, officials, officers, employees, agents, and volunteers.

b. Automobile Liability.

(i) At all times during the performance of the work under this Agreement, the Consultant shall maintain Automobile Liability Insurance for bodily injury and property damage including coverage for non-owned and hired vehicles, in a form and with insurance companies acceptable to the Metro JPA. Consultant warrants that as of the date of execution of this Agreement, it has no owned vehicles; in the event Consultant obtains owned vehicles during the term of this Agreement, it agrees to provide proof of coverage for owned vehicles within ten (10) days thereof.

(ii) Coverage for automobile liability insurance shall be at least as broad as Insurance Services Office Form Number CA 0001 (ed. 12/93) covering automobile liability, Code 1 (any auto).

(iii) The automobile liability program may utilize deductibles, but not a self-insured retention, subject to written approval by the Metro JPA, and provided that deductibles shall not apply to Metro JPA as an additional insured.

(iv) All such policies shall name the Metro JPA, the Board and each member of the Board, its officers, employees, agents and Metro JPA designated volunteers as Additional Insureds under the policies.

c. Workers' Compensation/Employer's Liability.

(i) At all times during the performance of Services under this Agreement, the Consultant shall maintain workers' compensation in compliance with applicable statutory requirements and Employer's Liability Coverage in amounts indicated herein.

(ii) Such insurance shall include an insurer's Waiver of Subrogation in favor of the Metro JPA and will be in a form and with insurance companies acceptable to the Metro JPA.

(iii) If insurance is maintained, the workers' compensation and employer's liability program may utilize either deductibles or provide coverage excess of a self-insured retention, subject to written approval by the Metro JPA.

(iv) Before beginning work, the Consultant shall furnish to the Metro JPA satisfactory proof that he/she has taken out for the period covered by the work under this Agreement, full compensation insurance for all persons employed directly by him/her or through subconsultants in carrying out the work contemplated under this Agreement, all in accordance with the "Workers' Compensation and Insurance Act," Division IV or the Labor Code of the State of California and any acts amendatory thereof. Consultant shall require all subconsultants to obtain and maintain workers' compensation coverage of the same type and limits as specified in this section.

d. Professional Liability (Errors and Omissions).

At all times during the performance of the work under this Agreement the Consultant shall maintain professional liability insurance, in a form and with insurance companies acceptable to Metro JPA and in an amount indicated herein.

e. Public Liability, Property Damage, Automobile Liability, Employer's Liability, and Professional Liability (Errors and Omissions).

(i) The following insurance limits are required for the Agreement:

	<u>Combined Single Limit</u>
Commercial General Liability	\$1,000,000 per occurrence/ \$2,000,000 aggregate for bodily injury, personal injury, and property damage
Automobile Liability	\$1,000,000 per occurrence for bodily injury and property damage
Employer's Liability	\$1,000,000 per occurrence
Professional Liability	\$1,000,000 per claim and aggregate (errors and omissions)

(ii) Defense costs shall be payable in addition to the limits.

(iii) Requirement of specific coverage or minimum limits contained in this Agreement are not intended as a limitation on coverage, limits or any other requirement, or a waiver of any coverage normally provided by any insurance.

Notwithstanding the minimum limits set forth in this Section 11(e), any available insurance proceeds in excess of the specified minimum limits of coverage shall be available to the parties required to be named as additional insureds pursuant to this Agreement.

f. Evidence Required.

Prior to execution of the Agreement, the Consultant shall file with the Metro JPA evidence of insurance from an insurer or insurers certifying to the coverage of all insurance required herein. Such evidence shall include original copies of the ISO CG 2010 (or insurer's equivalent) signed by the insurer's representative and Certificate of Insurance (Acord Form 25-S or equivalent), together with all endorsements to the policies described therein. All evidence of insurance shall be certified by a properly authorized officer, agent, or qualified representative of the insurer and shall certify the names of the insured, any additional primary insureds, where appropriate, the type and amount of the insurance, the location and operations to which the insurance applies, and the expiration date of such insurance.

g. Policy Provisions Required.

(i) All policies shall contain a provision for 30 days advance written notice by the insurer(s) to the Metro JPA of any cancellation. Statements that the carrier "will endeavor" and "that failure to mail such notice shall impose no obligation and liability upon the company, its agents or representatives," will not be acceptable on certificates. In the event any insurer providing coverage required under this Agreement shall fail to provide the notice required in this section, Consultant shall be responsible to provide such notice to the Metro JPA. Consultant is responsible to replace any and all policies required under this Agreement which are cancelled during the term of this Agreement no later than the effective date of cancellation.

(ii) All policies shall contain a provision stating that the Consultant's policies are primary insurance and the insurance of the Metro JPA, its members or any additional insureds shall not be called upon to contribute to any loss. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to Metro JPA, its members, officials, officers, employees, agents and volunteers, or any other additional insureds.

(iii) All policies shall waive any right of subrogation of the insurer against Metro JPA, its members, officials, officers, employees, agents, and volunteers, or any other additional insureds, or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against Metro JPA, its members, officials, officers, employees, agents, and volunteers, or any other additional insureds, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

h. Qualifying Insurers.

(i) All policies required shall be issued by acceptable insurance companies, as determined by the Metro JPA, which satisfy the following minimum requirements:

(ii) Insurance carriers shall be admitted to do business in California and maintain an agent for process within the state or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law. Such insurance carrier shall have not less than an "A-" policyholder's rating and a financial rating of not less than "Class VII" according to the latest Best Key Rating Guide.

i. Additional Insurance Provisions.

(i) The foregoing requirements as to the types and limits of insurance coverage to be maintained by Consultant, and any approval of said insurance by the Metro JPA, is not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Consultant pursuant to this Agreement, including but not limited to, the provisions concerning indemnification. Neither the Metro JPA nor the Board, nor any member of the Board, nor any of the directors, officers, employees, agents or volunteers shall be personally responsible for any liability arising under or by virtue of the Agreement.

(ii) If at any time during the life of the Agreement, the Consultant fails to maintain in full force any insurance required by the Agreement documents, the Metro JPA has the right but not the duty to acquire the necessary insurance for the Consultant and deduct the cost thereof from the appropriate progress payments due the Consultant, or backcharge the Consultant for such costs in the event they exceed the amount of unpaid progress payments due the Consultant. In the alternative, Metro JPA may cancel this Agreement.

(iii) Consultant shall not allow any subconsultants to commence work on any subcontract relating to the work under the Agreement until they have provided evidence satisfactory to the Metro JPA that they have secured all insurance required under this Section. If requested by Consultant, Metro JPA may approve different scopes or minimum limits of insurance for particular subconsultants. The Consultant and Metro JPA shall be named as additional insureds on all subconsultants' policies of Commercial General Liability using endorsement form ISO CG 20 38 04 13 or an endorsement providing equivalent coverage.

(iv) The Metro JPA may require the Consultant to provide complete copies of all insurance policies in effect for the duration of the Agreement.

12. Indemnification.

To the fullest extent permitted by law, Consultant agrees to protect, save, defend and hold harmless Metro JPA and its Board and each member of the Board, officers, agents and employees from any and all claims, liabilities, expenses or damages of any nature, including attorneys' fees, for injury or death of any person, or damage to property, or interference with use of property, including loss of use, arising out of or in any way connected with the negligent performance or willful misconduct under this Agreement by Consultant, Consultant's agents, officers, employees, subconsultants, or independent consultants hired by Consultant. The only exception to Consultant's responsibility to protect, save, defend and hold harmless Metro JPA, is due to the sole negligence, willful misconduct or active negligence of Metro JPA. This hold harmless provision shall apply to all liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by Consultant.



13. Laws, Venue, and Attorneys' Fees.

This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this agreement, the 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.

14. Termination or Abandonment.

a. Metro JPA has the right to terminate or abandon any portion or all of the work under this Agreement by giving ten (30) calendar days written notice ("Notice of Termination") to Consultant. In such event and subject to Exhibit "A", Metro JPA shall be immediately given title and possession to all original field notes, drawings and specifications, written reports and other documents produced or developed for that portion of the work completed and/or being abandoned. Metro JPA shall pay Consultant the reasonable value of services rendered for any portion of the work completed prior to termination. Consultant shall not be entitled to damages for termination of work.

b. In the event this Agreement is terminated without cause, the Consultant shall perform the services required by this Agreement up to and including the effective date set out in the Notice of Termination. The Consultant shall not perform any further services subsequent to the effective date set out in the Notice of Termination. In the event this Agreement is terminated without cause, Metro JPA shall pay to the Consultant for all services performed up to the date of termination. Upon termination of the Agreement pursuant to this Section, the Consultant will submit an invoice to Metro JPA pursuant to Section 2.

c. Consultant may terminate its obligation to provide further services under this Agreement upon thirty (30) calendar days' written notice to Metro JPA only in the event of substantial failure by Metro JPA to perform in accordance with the terms of this Agreement through no fault of Consultant.

15. 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:

<b>METRO JPA:</b>	<b>CONSULTANT:</b>
Metro Wastewater JPA c/o La Mesa City Hall 8130 Allison Ave., La Mesa, CA 91942 <b>Attn:</b> c/o Greg Humora, City of La Mesa	VISION INTERNET PROVIDERS, INC. 2530 Wilshire Boulevard, 2nd Floor Santa Monica, California 90403 Attn: Steven Chapin Cc: Rose De Vries Fax: (310) 656-3103

and shall be effective upon receipt thereof.

16. Data.

Consultant shall be entitled to rely upon the accuracy of data and information provided by the Metro JPA without independent review or evaluation unless such review or evaluation is specified in the Scope of Services.

17. Third Party Rights.

Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Metro JPA and the Consultant.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

**METRO WASTEWATER JPA:**

By: \_\_\_\_\_  
Cheryl Cox  
Chairperson

**VISION INTERNET PROVIDERS, INC.**

By: \_\_\_\_\_  
Steven Chapin  
President

APPROVED AS TO FORM:

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

## **EXHIBIT “A”**

**A Proposal for**  
**San Diego Metro Wastewater JPA**

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Launching an Exceptional Website with Vision

Susan Nguyen  
Regional Sales Manager  
360.635.4338 / 310.656.3103 fax  
[susan@visioninternet.com](mailto:susan@visioninternet.com)



**Vision Internet**  
2530 Wilshire Blvd. 2nd fl  
Santa Monica, CA 90403  
888.263.8847  
[www.visioninternet.com](http://www.visioninternet.com)  
Date: March 19<sup>th</sup>, 2014

## COVER LETTER

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Dear Mr. Humora,

Thank you for the opportunity to submit a hosting and maintenance services proposal to the San Diego Metro Wastewater JPA. Our team has enjoyed working on your project and we are excited about getting the site ready to launch. As you have experienced firsthand, having a **secure and reliable host for your agency's website is critical to enable the JPA to continue to operate and successfully serve your members.**

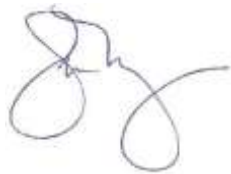
Vision Internet is unique in the level of choice we provide to our clients. We can provide hosting, the JPA can host, or even a third party may host the site. In addition, we offer a variety of maintenance and service options ranging from no maintenance all the way to our most commonly selected visionLive™ subscription maintenance that provides all-inclusive hosting, support and maintenance for a low annual rate.

Because we offer maximum flexibility to our clients, the SD Metro JPA is welcome to host the new site on your own servers (or with a third-party). However, there are minimum hardware and software requirements necessary for this option so please contact me if you would like these specifications.

Please feel free to call me when you have had an opportunity to review the details. I am happy to answer questions or clarify any of the proposed options.

I look forward to speaking with you again soon.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Susan Nguyen', with a stylized, looping design.

Susan Nguyen  
Regional Sales Manager  
Vision Internet Providers, Inc.

## MAINTENANCE AND HOSTING SERVICES

Vision Internet is a full service firm providing all the services necessary to build and maintain your website. This includes website maintenance, support, upgrades, and hosting. While other firms limit your hosting options and lock you into "one size fits all" support plans, Vision Internet takes a different approach.

Below is a description of our available post-launch services and the optional maintenance packages.

### *Hosting with visionLive™*

As an option to paying monthly fees for hosting and maintenance services, Vision Internet is offering SD Metro JPA our subscription version of the Vision Content Management System™. This new offering allows us to provide maintenance services and hosting for a flat annual fee. Additionally, we will also provide CMS upgrades at no extra cost. This allows you to affordably keep current with new technology, enhancements, and improvements.



visionLive™ takes the guess-work out of future budgeting by including all essential post-launch services into a flat annual subscription. The service includes:

- Hosting
- Unlimited technical support<sup>1</sup>
- CMS system upgrades
- Newly developed CMS components<sup>2</sup>
- Free redesign after 4 years of visionLive™ service

### Website Hosting

For over eighteen years, website hosting has been an integral part of our operations. We started our business as an Internet Service Provider (ISP) offering full service connectivity, design, and hosting. As the business evolved, we developed our relationship with CoreSite and Cogent, a global network provider, which enables us to provide comprehensive hosting solutions for our clients. We have our own co-location suite within a secure, state-of-the-art facility.

Our hosting services include:

- Necessary bandwidth for website (over a 100 Mbps digital line)
- Power failure equipment including battery backup
- Redundant generator backup
- VMware Virtualization server with high available setting
- Operating system health monitoring and automatic hardware failover capability

---

<sup>1</sup> Does not include updates to configuration, content, or formatting among other restrictions.

<sup>2</sup> Does not include new features that require design customization to implement.

- Centralized storage area network
- Full climate control
- Firewall protection
- 24 hour monitoring
- Security access via ID, biometrics, CCTV and key card
- Microsoft Windows Server 2008R2 or 2012 (based on the CMS version)
- Microsoft SQL Server 2005 standard, 2008R2 Standard or 2012 Standard (based on the CMS version)
- Monthly web usage statistics reports
- Fixed IP address for the website
- Daily onsite backups
- Guaranteed 99.9% uptime

#### VISIONCMS™ HARDWARE AND SOFTWARE

Below are details on the hosting environment we are offering the SD Metro JPA:

##### Shared Server

- Quad-core or Hex-core processors
- 10 GB~16 GB memory per hosting virtual server
- RAID 50 Configuration
- Windows Server 2012/Microsoft SQL Server 2012

#### WEB ANALYTICS

To realize the full potential of your website, you must measure its progress. The easiest way to accomplish this is to actively monitor website traffic and the content most utilized by visitors.

Included with our hosting services, we offer web analytics to analyze website traffic. It presents site traffic reports in an organized and concise format, all with full-color graphics. By utilizing this, we are able to offer complete reports on website visitor patterns, referring



Figure 1: Web analytics provide advanced, interactive reporting.



sites, visitor paths, and demographics. The reports enable you to understand the website end-users, what search engines and keywords they use to find your website, the pages they access, documents they download most often, and much more.

The reports also provide activity and technical statistics that contain information about the average number of visits, the least and most active days, the length of visits, the total hits, the errors found on the pages, etc. These numbers are especially helpful when trying to determine the impact various site publications or changes have had.

The reports are made available to you over the web, and data is easily exportable to CSV, Excel and PDF.

### Unlimited Technical Support

At Vision Internet we stand behind our clients and can provide you with the support you need. With the visionLive™ plan, you will enjoy unlimited technical support for your website. Typical support questions include how to perform advanced tasks, configure the system, or accomplish some organizational need in the best way possible.

In all cases, Vision Internet is able to address your technical and/or operational needs. You will be assigned a service support person who will serve as your first level of support and manage any needs you may have. Continual monitoring of your site is provided to assist your staff in finding solutions to any unexpected problems. For issues that occur after business hours, emergency staff support is provided 24 hours a day, 7 days a week.

### Vision SPARK Customer Resource Center

At Vision Internet, we are committed to delivering excellent customer service and recognize that providing support means more than just building a functional website. This is why, in addition to our dedicated support team, our clients have access to Vision SPARK, an online customer resource center.

With exclusive access to SPARK, you will be able to:

- Access our collection of CMS tips, tricks, and tutorials
- Submit and track your support requests with a quick click-of-a-mouse
- See what other Vision Internet clients are doing with their websites
- Learn about new features and components
- Customize your SPARK experience

You will also hear about exciting ways to upgrade your site when new features are introduced!

### Upgrades

Technology is continually evolving. visionLive™ ensures your website will keep pace. If upgrades to the visionCMS™ are released, they will automatically be added to all visionLive™ client websites at no additional charge. Has a new browser been released? Has a new mobile device become popular? No worries! We have you covered.

### Newly Developed CMS Components

Vision Internet's product development team is continually rolling out new functionality, through ideas generated by collaborating with our clients, trends in the industry, or new innovations developed internally. We want to make sure our clients can immediately utilize these tools as

they are launched, without having to wait for a budget request. **That's why with a visionLive™ maintenance plan**, in addition to upgrades, you will also automatically receive new components as they are launched.<sup>3</sup>

### Free Graphic Redesign

The upgrades and addition of new site features will help keep your website up to date *technically*, but what about graphically? It is generally recommended that websites be redesigned every three to five years, which is why we include a free redesign to all clients who maintain a visionLive™ maintenance plan for four consecutive years. As part of the process, enjoy a refreshed layout, navigation, and custom graphic design – at NO additional cost!

### *Hosting Alternatives*

As an alternative to our subscription plan, the San Diego Metro Wastewater JPA can also choose just to host with Vision Internet without purchasing any additional ongoing visionLive™ services. If the JPA selects this option, it can also choose either to purchase an Hourly Maintenance Plan or to not purchase any Maintenance Plan at all.

Should the JPA decide to purchase an Hourly Maintenance Plan, you would purchase a defined number of support hours per month. Unused hours will automatically roll-over from month-to-month, accumulating over time. These unused hours can be applied to purchase any service offered by Vision Internet, including refresher training, upgrades, new features, or system enhancements, thus ensuring your website remains current and fresh.

If the SD Metro JPA opts to have no on-going contract, it can simply pay for support and maintenance services as needed. This option can be utilized by clients who host with Vision Internet or host in-house.

**Don't see an option that will work for you? We can discuss additional options**, such as visionLive™ services without hosting, and create a plan that will suit your needs!

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<sup>3</sup> Does not include new features that require design customization to implement.

## PRICING PROPOSAL

### *Hosting and Maintenance Options*

#### Hosting with visionLive™

We are offering the San Diego Metro JPA our visionLive™ subscription service, allowing us to significantly improve the value of our post-launch services. For a low annual subscription rate, we are able to provide maintenance, hosting services, upgrades for the visionCMS™, newly developed CMS components and a **free redesign after four years of visionLive™ service**<sup>4</sup>.

Plan	Budget
Hosting with visionLive™	\$6,600/year <sup>5</sup>

#### Hosting Only

Please note that we can also provide hosting without additional support services for a low annual rate.

Plan	Budget
Hosting Only (with no maintenance plan)	\$2,400/year <sup>6</sup>
Hourly Maintenance Plan	\$110/hour <sup>7</sup>

#### Terms and Conditions

Vision Internet agrees to perform the services at the prices quoted in this proposal. This quote is valid for 90 days.

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<sup>4</sup> Does not include updates to configuration, content, or formatting among other restrictions; does not include new features that require design customization to implement.

<sup>5</sup> visionLive™ subscription rates listed are based on the cost of your project as proposed. Please note this cost may vary should the scope of your project change. Subject to a 5% annual increase.

<sup>6</sup> Subject to a 5% annual increase.

<sup>7</sup> Discounts available for plans greater than seven hours per month.

**AGENDA ITEM 14**  
**Attachment**  
**(FY 2014-2015 Metro**  
**Wastewater JPA Budget)**



**PROPOSED BUDGET  
FISCAL YEAR '15**

Metro Wastewater JPA  
Proposed Budget FY '15

	FY '14		FY '15			
	Budget (Approved)	Projected Actual (at 3/31/14)	Budget (Proposed)	Diff from FY '14 Budget	Diff from FY '14 Projected	
<hr/>						
Income						
Membership Dues	\$ 228,515	\$ 228,515	\$ 246,710	\$ 18,195	\$ 18,195	Revenue spread over 12 months. Total is budgeted to break even.
Interest Income	100	73	100	-	27	Estimated small interest amount
Total Income	228,615	228,588	246,810	18,195	18,222	
<hr/>						
Expense						
Consultant - Atkins	129,195	129,195	161,490	32,295	32,295	Services through 2/2/14. Anticipate spending FY '14 budget. Proposed FY '15 includes a 25% increase.
Legal - BB&K	35,000	35,000	35,000	-	-	Services through 2/28/14; Anticipate spending FY '14 budget. Keep budget same for FY '15
Per Diems - Board	20,000	15,500	19,000	(1,000)	3,500	Per diem bills received through 3/6/14. Budget slightly lower for FY '15 due to history.
Treasury Support - Padre Dam	19,000	19,000	16,000	(3,000)	(3,000)	Treasurer services billed through 12/31; contract will be spent by year end. No audit FY '15
Metro/JPA/TAC meetings	5,000	3,579	4,500	(500)	921	FY '15 budget slightly lower for FY '15 due to history.
Audit	12,000	12,000	-	(12,000)	(12,000)	Draft completed; anticipate final bills will be within budget. No FY '15 audit (bi-annual audit).
Administrative Support-LP	3,600	2,500	3,600	-	1,100	Have not yet been billed for FY '14; keep budget same for FY '15.
Mileage Reimbursement	2,000	-	500	(1,500)	500	Small amount budgeted in FY '15
Web Site	820	24,989	4,820	4,000	(20,169)	Paid 60% of website redesign contravt. FY '15 budget includes new hosting and maintenance services.
Supplies, Printing, Postage	500	248	400	(100)	152	Budget based on historical
Telephone	450	450	450	-	-	No invoices received for FY '14; contract for \$90/quarter.
Bank Charges	200	-	200	-	200	Temporary waiver granted from bank.
Dues and Subscriptions	600	600	600	-	-	FY '15 based on historical expenses - S.C. Alliance of Public Treatment Works
Miscellaneous	250	250	250	-	-	Placeholder for unexpected small charges
Contingencies	-	-	-	-	-	Reserves high enough - no need for additional contingency
Total Expense	228,615	243,311	246,810	18,195	3,499	
Net Income (Loss)	\$ -	\$ (14,722)	\$ -	\$ -	\$ 14,722	
<hr/>						
Fund Balance at 6/30/13			\$ 146,505			
Projected Net Loss for FY '14			(14,722)			
Projected Fund Balance @ 6/30/14			131,783			
<hr/>						
FY '15 JPA Required Operating Reserve (4 Months Operating Expenses)			82,270			
<hr/>						
Projected Fund Balance @ 6/30/14 Over/(Under) Required Reserves			\$ 49,513			

**Metro Wastewater JPA  
Agency Cost Allocations FY '15**

	<b>Prior Year (FY '14)</b>	
	<b>Commission Flow Distribution %</b>	<b>Total Agency Billings</b>
Chula Vista	28.34%	\$ 64,761
Coronado	3.62%	\$ 8,268
County of SD *	19.27%	\$ 44,037
Del Mar	0.95%	\$ 2,169
El Cajon	13.49%	\$ 30,818
Imperial Beach	3.70%	\$ 8,456
La Mesa	7.96%	\$ 18,179
Lemon Grove	3.71%	\$ 8,471
National City	7.52%	\$ 17,179
Otay Water District	0.65%	\$ 1,485
Padre Dam MWD	4.93%	\$ 11,275
Poway	5.87%	\$ 13,417
<b>Total Flow</b>	<b>100.00%</b>	<b>\$ 228,515</b>

Total Required Agency Billings from P&L

<b>Proposed FY '15</b>	
<b>Commission Flow Distribution %</b>	<b>Total Agency Billings</b>
28.31%	<b>\$ 69,843</b>
4.22%	<b>\$ 10,411</b>
18.95%	<b>\$ 46,752</b>
0.42%	<b>\$ 1,036</b>
13.68%	<b>\$ 33,750</b>
3.84%	<b>\$ 9,474</b>
7.63%	<b>\$ 18,824</b>
3.77%	<b>\$ 9,301</b>
7.78%	<b>\$ 19,194</b>
0.67%	<b>\$ 1,653</b>
4.67%	<b>\$ 11,521</b>
6.06%	<b>\$ 14,951</b>
<b>100.00%</b>	<b>\$ 246,710</b>
	<b>\$ 246,710</b>

\* County of SD includes East Otay Mesa, Lakeside/Alpine, Spring Valley and Wintergardens

	FY 2015			
	expressed in percents:			
	FLOW	SUSPENDED SOLIDS	OXYGEN DEMAND	BLENDED %
CHULA VISTA	28.31%	31.02%	32.79%	30.71%
CORONADO	4.22%	2.91%	3.65%	3.59%
DEL MAR	0.42%	0.51%	0.44%	0.45%
EAST OTAY MESA	0.04%	0.03%	0.03%	0.04%
EL CAJON	13.68%	11.16%	12.38%	12.41%
IMPERIAL BEACH	3.84%	3.84%	3.55%	3.74%
LA MESA	7.63%	6.58%	6.48%	6.90%
LAKESIDE/ALPINE	5.52%	4.74%	4.65%	4.97%
LEMON GROVE	3.77%	3.05%	3.58%	3.47%
NATIONAL CITY	7.78%	7.64%	8.55%	7.99%
OTAY	0.67%	3.60%	1.29%	1.85%
PADRE DAM	4.67%	6.13%	5.35%	5.38%
POWAY	6.06%	6.00%	5.28%	5.78%
SPRING VALLEY	11.79%	11.58%	10.81%	11.40%
WINTERGARDENS	1.60%	1.22%	1.17%	1.33%
	100.00%	100.00%	100.00%	100.00%



# AGENDA ITEM 15

## Attachment

(MetroTAC Update)

**MetroTAC**  
**2013/14 Work Plan**  
**February 2014 (Revised Per Metro TAC)**

<b>MetroTAC Items</b>	<b>Description</b>	<b>Subcommittee Member(s)</b>
JPA Website Update	5/13: The Metro TAC would like to update the current website as it is outdated. A review of the current website and its limitations will be on the Metro TAC agenda in the next couple months. 9/13: Greg & Karyn have been working with Vision Internet to finalize a scope of work and contract. These will go to the JPA for approval at their October meeting. 1/14: The contract has been negotiated and approved and Vision has started on the framework for the website.	Greg Humora Karyn Keese
PUD Industrial Waste Program Update	9/13: A performance audit was performed on the PUD's IWCP. The audit produced two findings and made 8 recommendations. PUD has hired Brown & Caldwell to perform a fee study and assist implementation of an updated program. A subcommittee of the Metro TAC was formed to work with PUD staff and the consultant.	Roberto Yano Ed Walton
Management of Non-Dispersibles in Wastewater	9/13: Eric Minicilli handed out a position paper prepared by the NEWEA. A copy is attached to this work plan.	Eric Minicilli
2013 Transportation Rate Update	5/13: PUD staff is proposing slightly revising the methodology and increasing the transportation rate. Subcommittee met with PUD staff on 6/12/13 to review calculations. 9/13: PUD staff is having the rate methodology reviewed by engineering staff. They should be meeting with Metro TAC subcommittee within the next month.	Al Lau Dan Brogadir Karyn Keese
PLWTP Permit Ad Hoc TAC	6/13: Ad Hoc created by JPA at their special June workshop. Goal: Create regional water reuse plan so that both a new, local, diversified water supply is created and maximum offload at Point Loma is achieved to support federal legislation for permanent acceptance of Point Loma as a smaller advanced primary plant. Minimize ultimate Point Loma treatment costs and most effectively spend ratepayer dollars due to successful coordination between water and wastewater agencies. Ad Hoc has been meeting all month and has developed a Concept Paper. Ad Hoc will be giving presentations to PAs City Councils/Board of Directors during July 2013. 9/13: Greg Humora, Leah Browder, and Scott Tulloch have given presentations to most of the governing bodies of the PAs in addition to meeting with environmental groups, San Diego staff and City Council members. A position paper, as well as a presentation, has been prepared. A resolution of support has been adopted by the governing bodies of the PAs. 1/14: The AdHoc outreach group continues to meet with stakeholders and City staff in development of the Program. <i>2/14: See Milestones attached to this work plan.</i>	Greg Humora Leah Browder Mark Watton Scott Tulloch Rick Hopkins Jim Smyth Karyn Keese
IRWMP	Bob Kennedy attended the Regional Advisory Committee (RAC) meeting of April 3, 2013. Minutes from this meeting are attached. 6/5/13: Bob Kennedy attended Meeting #43. Minutes are attached to this work plan. The Final 2013 San Diego IRWM Plan has been completed and is available to download at <a href="http://sdirwmp.org/2013-irwm-plan-update">http://sdirwmp.org/2013-irwm-plan-update</a> . 1/14: Bob Kennedy continues to attend RAC meetings and reports back to Metro TAC.	Bob Kennedy Greg Humora
Fiscal Items	The Finance committee will continue to monitor and report on the financial issues affecting the Metro System and the charges to the PAs. The debt finance and reserve coverage issues have been resolved. Refunds totaling \$12.3 million were sent to most of the PA's. 10/26/11: 2010 will be the first year where the PAs will be credited with interest on the debt service reserve and operational fund balances. Interest will be applied as an income credit to Exhibit E when that audit is complete.	Greg Humora Karen Jassoy Karyn Keese



MetroTAC Items	Description	Subcommittee Member(s)
Recycled Water Revenue Issue	Per our Regional wastewater Agreement revenues from SBWTP are to be shared with PA's. 4/11: City has agreed to pay out revenue to Wastewater Section and PA's credit will be on the Exhibit E adjustments at year end Open issues: Capacity reservation lease payments and North City Optimized System Debt service status. 12/11: Letter sent to San Diego regarding outstanding recycled water revenue issues. 1/14: Karyn Keese continues to meet with City staff to determine the basis of the water department's administrative charges.4/13: Need Metro TAC member for subcommittee	Karyn Keese
Water Reduction - Impacts on Sewer Rates	The MetroTAC wants to evaluate the possible impact to sewer rates and options as water use goes down and consequently the sewer flows go down, reducing sewer revenues. Sewer strengths are also increasing because of less water to dilute the waste. We are currently monitoring the effects of this. 2/2011:wastewater revenues are declining due to conservation and flow reductions and agencies are re-prioritizing projects to be able to cover annual operations costs	Eric Minicilli Bob Kennedy Karyn Keese
"No Drugs Down the Drain"	The state has initiated a program to reduce pharmaceuticals entering the wastewater flows. There have been a number of collection events within the region. The MetroTAC, working in association with the Southern California Alliance of Publicly-owned Treatment Works (SCAP), will continue to monitor proposed legislation and develop educational tools to be used to further reduce the amount of drugs disposed of into the sanitary sewer system. 8/2010: County Sheriff and Chula Vista have set up locations for people to drop off unwanted medications and drugs.4/11: Local law enforcement has taken a proactive role and is sponsoring drug take back events. 3/11: TAC to prepare a position for the board to adopt; look for a regional solution; watch requirements to test/control drugs in wastewater. 10/26/11: A prescription drug take back day is scheduled for 10/29/11. Go to <a href="http://www.dea.gov">www.dea.gov</a> to find your nearest location.4/12: East County to host a prescription drug take back 4/28/12. 4/27/13 is scheduled to be a county wide take back day. Locations can be found on the DEA website.	Greg Humora
Strength Based Billing Evaluation	3/20/13: Brown and Caldwell presented their draft results to Metro TAC. This has been added as a standing item to the Metro TAC agenda for discussions on the recommendations. 9/13: This item is complete. 1/14: City staff provided Metro TAC with draft adjustments back to 2004 based on B&C's review of the North City Plants flows. <i>2/14: The City provided the Finance Committee with draft adjustments back to 1998.</i>	Karyn Keese
Grease Recycling	To reduce fats, oils, and grease (FOG) in the sewer systems, more and more restaurants are being required to collect and dispose of cooking grease. Companies exist that will collect the grease and turn it into energy. MetroTAC is exploring if a regional facility offers cost savings for the PAs. The PAs are also sharing information amongst each other for use in our individual programs. 3/11: get update on local progress and status of grease rendering plant near Coronado bridge	Eric Minicilli



MetroTAC Items	Description	Subcommittee Member(s)
Padre Dam Mass Balance Correction	<p>11/11: Padre Dam has been overcharged for their sewage strengths since 1998. Staff from City of San Diego presented a draft spreadsheet entitled Master Summary Reconciliations Padre Dam Mass Balance Corrections Calculation. Rita Bell and Karyn Keese were elected to review the documentation and report back to Metro TAC. 2/12: Audit complete. Item added as Standing to Metro TAC agenda. 4/12: This issue is scheduled as a standing item and discussed at each Metro TAC meeting until it is resolved. Currently Metro TAC is focusing on the statute of limitations. 2/13: The PAs have received a joint letter from Padre Dam/City of San Diego. The PA's attorneys group continues to meet on this issue. 3/13: The attorney's group has requested an extension to 4/23/13 to respond to San Diego's letter. 5/13: The attorney's group has submitted a letter to Padre Dam and San Diego. 1/14: City of San Diego has submitted an offer to the attorney's group. The attorney's group met in January to discuss. <i>2/14: Edgar Patino has prepared a spreadsheet of all open financial issues. Karyn Keese is currently reviewing it. The spreadsheet has been given to the attorney's group.</i></p>	Rita Bell Karyn Keese
Waiver and Recycled Water Study Implementation	<p>11/12: Metro TAC requested a timeline from City staff including milestones for the waiver process. The waiver is due no later than 7/30/15. However, the application needs to be submitted six months prior to the July date (2/1/15). Preparation of the waiver will begin in the early part of FYE 2014. 2/13: City staff has met to start coordination of the waiver process. Staff in attendance included Roger Bailey, Marsi Steirer, Guann Hwang, Steve Meyers, and Allan Langworthy. 5/13: Scott Tulloch has briefed Metro TAC and the Metro Commission/JPA on the waiver's history and secondary equivalency. A JPA workshop to be held in June to further discuss. Scott Tulloch is preparing a briefing paper for the Commission's use. 6/13: JPA workshop held and PLWTP Steering Committee and Ad Hoc TAC were appointed.</p>	Greg Humora Leah Browder Scott Tulloch Karyn Keese
City of San Diego Recycled Water Pricing Study	<p>San Diego is working on a rate study for pricing recycled water from the South Bay plant and the North City plant. Metro TAC, in addition to individual PAs, has been engaged in this process and has provided comments on drafts San Diego has produced. We are currently waiting for San Diego to promulgate a new draft which addresses the changes we have requested. 10/26/11: draft study still not issued. 5/13: Recycled Water Study to be on July 2013 Metro TAC agenda per PUD staff. 6/24/13: Recycled Water Pricing Study goes to IROC. 7/10/13: Recycled Water Study goes to NR&amp;C 9/13: PUD has hired Black &amp; Veatch to review the study</p>	Karyn Keese Rita Bell
City of San Diego Revised Procurement Process	<p>8/12: San Diego City Engineer James Nagelvoort reported on recent changes to San Diego's procurement process to move projects through more quickly. Technically any CIP projects under \$30 million may no longer need to be reviewed by the Metro TAC or JPA prior to City Council approval. Chairman Humora requested San Diego prepare a summary of the recent changes and the decision points for consideration of the TAC at the September meeting. 10/4: Metro Commission requests further review by TAC to recommend an appropriate level for CIP's to be brought forth to the Commission. 11/12: MetroTAC recommended leaving the thresholds as they are today and therefore everything will go through TAC and then to the JPA for formal action. The policy will be placed on the JPA website. The Metro Commission approved the policy at their November 2012 meeting. San Diego's CIP will become a standing item on the Metro TAC agenda.</p>	Metro TAC



MetroTAC Items	Description	Subcommittee Member(s)
Salt Creek Diversion	9/2010: OWD, Chula Vista and San Diego met to discuss options and who will pay for project; Chula Vista and OWD are reviewing options. 2/2011: OWD and PBS&J reviewed calculations with PUD staff; San Diego to provide backup data for TAC to review. This option is also covered in the Recycle Water Study.10/26/11: Back-up information has still not been received from staff. 8/12: San Diego to conduct business case evaluation and add to Capital Improvement Program as recommend by Metro Commission to San Diego City Council on July 17, 2012 in support of the Recycled Water Study.	Roberto Yano Bob Kennedy Karyn Keese Rita Bell
Recycled Water Study Cost Allocation	A small working group was formed to discuss options to allocate PLWTP offset project costs among the water and wastewater rate payers; Concepts will be discussed at TAC and JPA Board in near future.7/12: Subcommittee to meet with PUD staff & consultants to review TM 8 and economic model.8/12: Subcommittee has meet with City staff and consultants. Economic model has been received. City will not pursue cost allocations until Demonstration Project is complete due to staffing constraints. 6/13: Ad Hoc TAC has started work on cost allocation concept.	Greg Humora Leah Browder Mark Watton Scott Tulloch Rick Hopkins Jim Smyth Karyn Keese
<b>Board Members' Items</b>		
San Diego Wastewater 50 <sup>th</sup> Anniversary Celebration	5/13: Cheryl Lester presented the draft plan for the Anniversary celebration. She requested Metro Commission/JPA participation. Commission Parks will represent the Commission/JPA. 9/13: The celebration was a big success and was well attended.	Sherryl Parks
Rate Case Items	1/12: San Diego is in the process of hiring a consultant to update their rate case. As part of that process, Metro TAC and the Finance Committee will be monitoring the City's proposals as they move forward. 6/12: San Diego hired Black & Veatch as their rate consultant. 2/13: Preliminary results were reported at the IROC Meeting of 2/19/13. Karyn Keese will be working with the IROC Finance Committee to review details. 3/13: Karyn Keese attended a joint workshop with IROC to review the draft revenue requirement for the Rate Case. 4/13: Next meeting with IROC on the rate case is 5/20/13. 5/13: Next special meeting with IROC is June 24, 2013. 6/13: San Diego is only moving forward with Water Rate Case due to needed rate increase. Wastewater does not appear to need a rate adjustment for two years.	Karyn Keese
Exhibit E	Metro TAC and the Finance Committee are active and will monitor this process. Individual items related to Schedule E will come directly to the Board as they develop. 2/13: 2010 and 2011 audits are ongoing. 3/13: The 2010 audit is complete and has been presented to Metro TAC & the Finance Committee. Will move forward to Commission at 6/13 meeting. 2011 field work is complete. 2012 sample selected.9/13: 2012 preliminary fieldwork is complete. Waiting for PUD's answers to questions.	Karen Jassoy Karyn Keese
Future bonding	Metro TAC and the Finance Committee are active and will monitor this process. Individual items related to bonding efforts will come directly to the Board as they develop. 10/26/11: San Diego is issuing an RFP for a cost of service study to support a future bond issue potentially in mid-2013. Kristin Crane to sit on the selection panel. 2/1 3: San Diego's preliminary rate case does not show the issuance of additional debt until FY 2018.	Karen Jassoy Karyn Keese Kristen Crane
Changes in water legislation	Metro TAC and the Board should monitor and report on proposed and new legislation or changes in existing legislation that impact wastewater conveyance, treatment, and disposal, including recycled water issues	Paula de Sousa
Border Region	Impacts of sewer treatment and disposal along the international border should be monitored and reported to the Board. These issues would directly affect the South Bay plants on both sides of the border. 2/12: This Item does not have a champion. Should we remove?	

MetroTAC Items	Description	Subcommittee Member(s)
SDG&E Rate Case	8/19: Karyn to check with Paula regarding latest SDG&E issues.11/12: Sophie Akins from BBK will present updated information to Metro TAC.	Paula de Sousa
Metro JPA Strategic Plan	6/12: Chairman Ewin to establish a subcommittee to monitor the progress of strategic plan initiatives.	Who should take over?



Completed Items	Description	Subcommittee Member(s)
Debt Reserve and Operating Reserve Discussion	In March 2010, the JPA approved recommendations developed by Metro JPA Finance Committee, MetroTAC, and the City of San Diego regarding how the PA's will fund the operating reserve and debt financing. MetroTAC has prepared a policy document to memorialize this agreement. <b>Project complete: 4/10</b>	Scott Huth Karyn Keese Doug Wilson
State WDRs & WDR Communications Plan	The Waste Discharge Requirements (WDRs), a statewide requirement that became effective on May 2, 2006, requires all owners of a sewer collection system to prepare a Sewer System Management Plan (SSMP). Agencies' plans have been created. We will continue to work to meet state requirements, taking the opportunity to work together to create efficiencies in producing public outreach literature and implementing public programs. <b>Project complete: 5/10.</b> 2/12: State has proposed new WDR regulations. Metro TAC will not reopen but Dennis Davies will stay on top of the issue.	Dennis Davies
Ocean Maps from Scripps	Schedule a presentation on the Sea Level Rise research by either Dr. Emily Young, San Diego Foundation, or Karen Goodrich, Tijuana River National Estuarine Research Reserve <b>Project complete: 5/10</b>	Board Member Item
Secondary Waiver	The City of San Diego received approval from the Coastal Commission and now the Waiver is being processed by the EPA. The new 5 year waiver to operate the Point Loma Wastewater Treatment Plant at advanced primary went into effect August 1, 2010. <b>Project complete 7/10</b>	Scott Huth
Lateral Issues	Sewer laterals are owned by the property owners they serve, yet laterals often allow infiltration and roots to the main lines causing maintenance issues. As this is a common problem among PAs, the MetroTAC will gather statistics from national studies and develop solutions. 4/11: There has been no change to the issue. We will continue to track this item through SCAP and report back when the issue is active again. <b>Efforts closed 3/11</b>	Tom Howard Joe Smith
Advanced Water Purification Demonstration Project	San Diego engaged CDM to design/build/operate the project for the water repurification pilot program. 2/8/11: Equipment arrived 3/2011; tours will be held when operational (June/July 2011 timeframe). 2/12: Tours are available. San Diego whitepaper on IPR distributed to Metro TAC members. <b>Closed 4/18/12</b>	Al Lau
SDG&E Rate Case	SDG&E has filed Phase 2 of its General Rate Case, which proposes a new "Network Use Charge" which would charge net-energy metered customers for feeding renewable energy into the grid as well as using energy from the grid. The proposal will have a significant impact on entities with existing solar facilities, in some cases, increases their electricity costs by over 400%. Ultimately, the Network Use Charge will mean that renewable energy projects will no longer be as cost effective. SDG&E's proposal will damage the growth of renewable energy in San Diego County. A coalition of public agencies has formed to protest this rate proposal. 2/12: PUC has not accepted SDG&E's filing. Metro TAC move to close this item. Will continue to monitor this. 8/19: Karyn to check with Paula regarding latest SDG&E issues.	Paula de Sousa
Metro JPA Strategic Plan	2/2011: committee to meet 2/28/11 to plan for retreat to be held on 5/5/11 Retreat held and wrap up presented to the Commission at their June Meeting. JPA strategic planning committee to meet to update JPA Strategic Plan and prepare action items. 1/12: Draft strategic plan reviewed by Board and referred to Metro TAC for input. MetroTAC has created a subcommittee to work on this project. 2/12: Metro TAC has completed their final review. Forwarded to Commission. 4/12: Adopted at April 2012 Metro JPA Meeting. Project complete.	Augie Caires Ernie Ewin



Completed Items	Description	Subcommittee Member(s)
Recycled Water Study	As part of the secondary waiver process, San Diego agreed to perform a recycled water study within the Metro service area. That study is currently underway, and MetroTAC has representatives participating in the working groups. TM #8 Costs estimates are out and PAs provided comments on TM#8 and have asked for a technical briefing. 10/16/11: Final draft of report is due out in November 2011.1/12: Final draft of report is due in March 2012.3/12: Final draft available for comments until 3/19/12 4/12: PUD staff to give presentation to Metro JPA at their May meeting. 5/12 PUD staff presented the Recycled Water Study to the Metro JPA at their May meeting. Metro JPA approved the Study as a planning document. Study to move forward to SD City Council in July 2012 with letter of support from JPA. 7/12: City of San Diego approved the Recycled Water Study; Study submitted on time to Coastal Commission. Final report uploaded to JPA website.11/12: San Diego received a letter from the Coastal Commission. Metro Commission consensus was that based on the tone of the Coastal Commission letter the region may be seeing some time line changes relative to San Diego's projections on the implementation of IPR and that the MetroTAC needs to manage all aspects including the Coastal Commission and multiple issues such as desalination water, Coastal Commissions attitude at this point and pending IPR programs we have heard about.	Scott Huth Al Lau Scott Tulloch Karyn Keese
IRWMP	4/12: Metro TAC received a presentation from Cathy Pieroni (City of San Diego) on the Integrated Regional Water Management Program (IRWMP). Group is still relatively informal but plans to become more structured during its upcoming 2 year plan update. There is a governance & finance work group that starts in the 3rd quarter of 2012 and at that point the JPA role will be examined. Padre Dam and Chula Vista are regular participants. 9/19: Cathy Pieroni gave an update. Recommendation by IRWM to the RAC to include a seat for the Metro JPA. Bob Kennedy will attend the October 3, 2012 meeting representing the JPA. 11/12: At their November 2012 meeting the Metro Commission unanimously appointed Bob Kennedy of Otay Water District as primary and Metro TAC Chairman Greg Humora as alternate to the IRWMP RAC. 2/13: On February 6, 2013 Bob Kennedy attended the IRWMP meeting. Metro JPA has been added as a permanent member of the Water Quality subcommittee of the RAC. The City of San Diego presented an overview of the Recycled Water Study. Next meeting scheduled for April 3, 2013. Closed 4/12 as the Metro JPA has become a member.	Bob Kennedy Greg Humora
Role of Metro JPA regarding Recycled Water	As plans for water reuse unfold and projects are identified, Metro JPA's role must be defined with respect to water reuse and impacts to the various regional sewer treatment and conveyance facilities 2/12: Scott Huth removed as member due to new position. JPA/Metro TAC needs to appoint a new representative. 4/13: Scott Tulloch added to this subcommittee. Metro TAC member needed. 5/13: Greg Humora added to this work group.6/13: This group was formalized by the JPA as the PLWTP Ad Hoc Technical Advisory Committee.	Greg Humora Karyn Keese Scott Tulloch

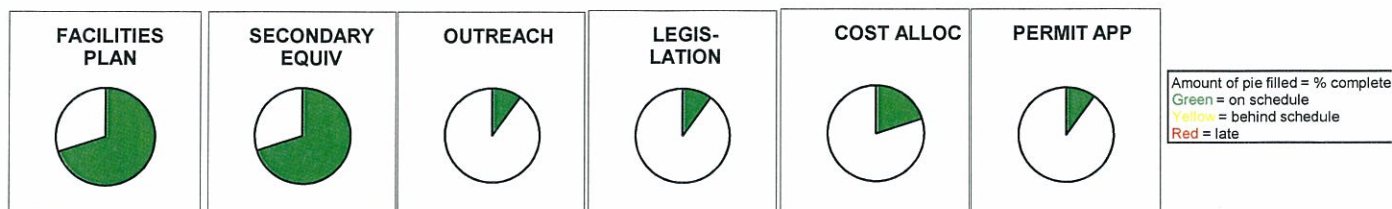


## Point Loma Permit/Potable Reuse KEY MILESTONE DATES

2/19/2014

DATE	TASK	FOLLOW UP ACTION/STATUS
<b>2013</b>		
Dec. 13, 2013	San Diego provide draft facilities plan to stakeholders	Draft provided. Enviro requested if schedule could be accelerated. San Diego provide update on 2/5/14
<b>2014</b>		
January	Begin outreach to regulators, legislators, key stakeholders and public	
1/16/14 8:30-10:30 MOC2-2E	San Diego Define Secondary Equivalency. Provide draft white paper	Comments provided on white paper. Enviro requested an analysis to be run using existing flows as a base line for comparison. Also look a concentration limits. Next meeting TBD
1/23/14 10-12 MOC-II	San Diego meet with JPA on cost allocation. 1) Agree on methodology 2) Insert construction costs from facilities plan	San Diego to look at comparing PR facilities construction through secondary to secondary at Point Loma. Next meeting on 2/20/14
Late January	Preliminary cost estimate and rate impact based on preliminary facilities plan	
02/05/2014 MOC2-2E	San Diego Stakeholders Meeting	
2/20/2014 MOC2-2K	Cost allocation meeting	
February	First draft of legislative language	
February	Seek Congressional sponsor for legislation (Issa/Davis ?)	
2/24/2013	Imperial Beach outfall meeting	
March	Resolve Padre Dam mass balance correction. This is holding up the FY12, FY11, FY10, and FY09 audits	Attorney's met on 1/23/14. The asked San Diego for additional information. Next meeting TBD
March	Resolve North City billing correction	These adjustments may be combined with Padre Dam mass balance corrections
March	Resolve recycled water revenue	These adjustments may be combined with Padre Dam mass balance corrections
6/30/2014	Complete cost analysis and rate impact review Finalize cost allocation method	
September	Finalize facilities plan for inclusion in NPDES permit application	
September	First draft NPDES Permit	
December	Final draft NPDES Permit	
<b>2015</b>		
January	Submit NPDES Permit to the Environmental Protection Agency	

### Milestone Progress Dashboard





# Metro TAC

## Participating Agencies

### Selection Panel Rotation

Agency	Representative	Selection Panel	Date Assigned
Padre Dam	Neal Brown	IRWMP – Props 50 & 84 Funds	2006
El Cajon	Dennis Davies	Old Rose Canyon Trunk Sewer Relocation	9/12/2007
La Mesa	Greg Humora	As-Needed Piping and Mechanical	11/2007
National City	Joe Smith	MBC Additional Storage Silos	02/2008
Otay Water District	Rod Posada	As-Needed Biological Services 2009-2011	02/2008
Poway	Tom Howard	Feasibility Study for Bond Offerings	02/2008
County of San Diego	Dan Brogadir	Strategic Business Plan Updates	02/2008
Coronado	Scott Huth	Strategic Business Plan Updates	09/2008
Coronado	Scott Huth	As-needed Financial, HR, Training	09/2008
PBS&J	Karyn Keese	As-needed Financial, Alternate HR, Training	09/2008
Otay Water District	Rod Posada	Interviews for Bulkhead Project at the PLWTP	01/2009
Del Mar	David Scherer	Biosolids Project	2009
Padre Dam	Neal Brown	Regional Advisory Committee	09/2009
County of San Diego	Dan Brogadir	Large Dia. Pipeline Inspection/Assessment	10/2009
Chula Vista	Roberto Yano	Sewer Flow Monitoring Renewal Contract	12/2009
La Mesa	Greg Humora	Sewer Flow Monitoring Renewal Contract	12/2009
Poway	Tom Howard	Fire Alarm Panels Contract	12/2009
El Cajon	Dennis Davies	MBC Water System Improvements D/B	01/2010
Lemon Grove	Patrick Lund	RFP for Inventory Training	07/2010
National City	Joe Smith	Design/Build water replacement project	11/2010
Coronado	Scott Huth	Wastewater Plan update	01/2010
Otay Water District	Bob Kennedy	RFP Design of MBC Odor Control Upgrade/Wastewater Plan Update	02/2011
Del Mar	Eric Minicilli	Declined PS 2 Project	05/2011
Padre Dam	Al Lau	PS 2 Project	05/2011
County of San Diego	Dan Brogadir	RFP for As-Needed Biological Services Co.	05/2011
Chula Vista	Roberto Yano	North City Cogeneration Facility Expansion	07/2011
La Mesa	Greg Humora	confined space RFP selection panel	10/2011
Poway	Tom Howard	CROSS's for both Water and WW	10/2011
El Cajon	Dennis Davies	Independent Accountant Financial Review & Analysis – All Funds	01/2012

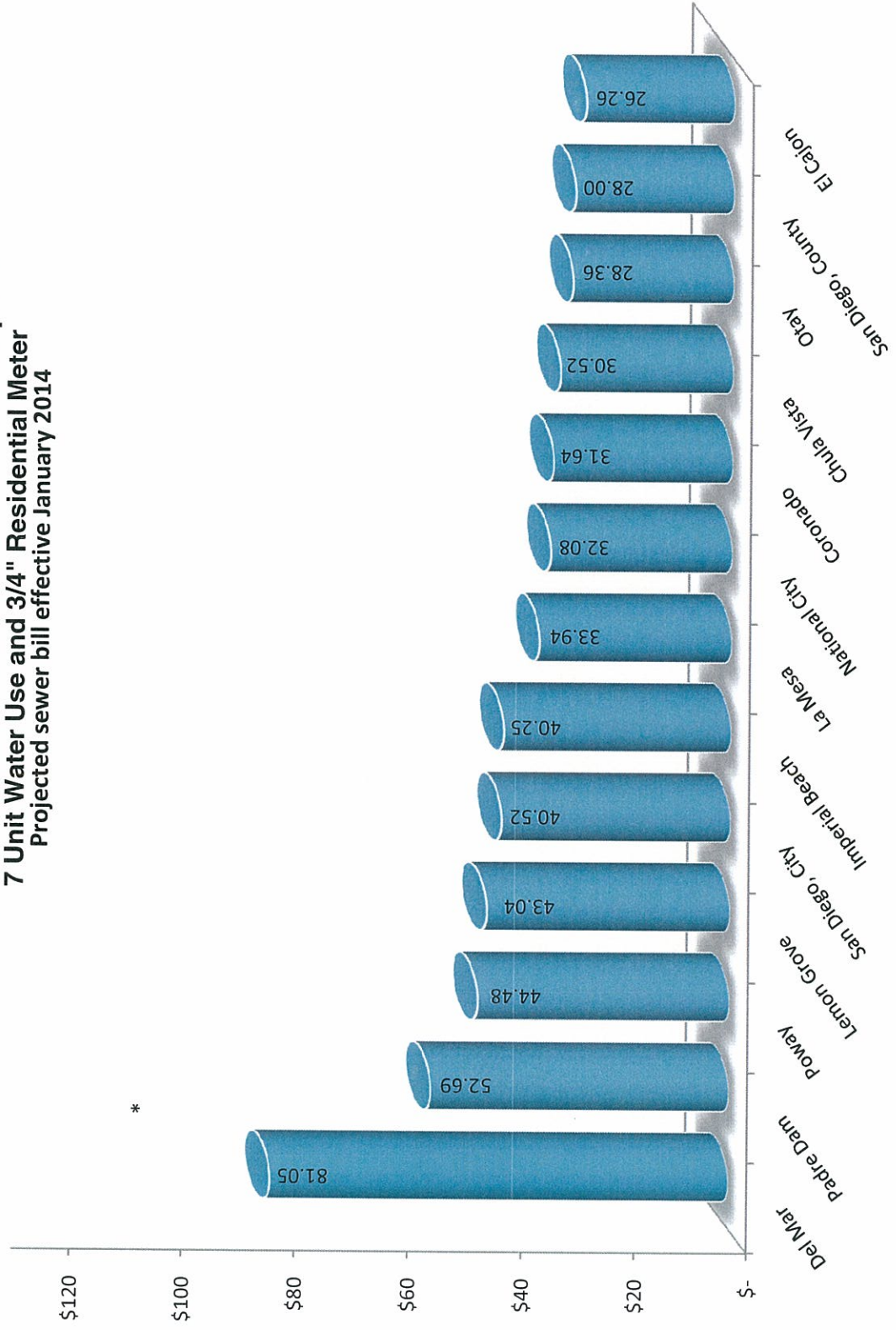
Updated 11/2012

EXP



Lemon Grove	Mike James	MBC Dewatering Centrifuges Replacement (Passed)	01/2012
National City	Joe Smith	MBC Dewatering Centrifuges Replacement (Passed)	01/2012
Coronado	Godby, Kim	MBC Dewatering Centrifuges Replacement (Passed)	01/2012
Otay Water District	Bob Kennedy	MBC Dewatering Centrifuges Replacement (Accepted)/Strategic Planning Rep	01/2012
Del Mar	Eric Minicilli	New As Need Engineering Contract	02/2012
Padre Dam	Al Lau	PA Rep. for RFQ for As Needed Design Build Services (Passed)	05/2012
County of San Diego	Dan Brogadir	PA Rep. for RFQ for As Needed Design Build Services (Cancelled project)	05/2012
Chula Vista	Roberto Yano	As-Needed Condition Assessment Contract (Accepted)	06/2012
La Mesa	Greg Humora	New programmatic wastewater facilities condition (Awaiting Response)	11/2012
Poway	Tom Howard	Optimization Review Study	01/2013
El Cajon	Dennis Davies	PUD 2015 Annual Strategic Plan	1/15/14
Lemon Grove	Mike James		
National City	Joe Smith		
Coronado	Godby, Kim		
Otay Water District	Bob Kennedy	Strategic Planning (Volunteered, participated last year)	01/2013
Del Mar	Eric Minicilli		
Padre Dam	Al Lau		
El Cajon	Dennis Davies		
Lemon Grove	Patrick Lund		
National City	Joe Smith		
Coronado	Scott Huth		
Otay Water District	Bob Kennedy		
Del Mar	Eric Minicilli		
Padre Dam	Al Lau		
County of San Diego	Dan Brogadir		
Chula Vista	Roberto Yano		
La Mesa	Greg Humora		

**Metro Agency Monthly Sewer User Rate Comparison**  
**7 Unit Water Use and 3/4" Residential Meter**  
 Projected sewer bill effective January 2014



**AGENDA ITEM 17**  
**Attachment**  
**(Finance Committee Feb.**  
**26, 2014 Minutes)**

Metro Wastewater JPA Finance Committee  
(Finance Committee to Metro Commission/JPA)

**ACTION MINUTES**

**DATE OF MEETING:** February 26, 2014

**TIME:** 8:30 AM

**LOCATION:** Atkins North America Office, 3570 Carmel Mountain Rd., Suite 300, San Diego, CA 92130

**MEETING ATTENDANCE:**

Barbara Denny, Chair, Coronado  
Jim Peasley, Vice Chair, Padre Dam  
MWD  
Luis Natividad, National City  
Jose Lopez, Otay WD  
John Mullin, Poway

Dennis Davies, Metro TAC Vice Chair,  
El Cajon  
Karen Jassoy, Metro JPA Treasurer, Padre  
Dam  
Edgar Patino, City of San Diego  
Paula C. P. de Sousa, BBK  
Karyn Keese, Atkins North America

**1. Roll Call**

Attendees to the Committee Meeting are listed above.

**2. Public Comments**

There were no members of the public presents and therefore no public comments.

**3. Approval of Minutes from May 29, 2013**

Upon a motion by Committee Member Natividad, seconded by Vice Chair Peasley the minutes were approved.

**4. Audit Updates**

Edgar Patino reviewed the status of all the outstanding audits. The following provides a summary of the status:

- FY10 – the auditor's report was issued on 2/21/13. Macias Gini (MGO) (San Diego's outside auditors) made presentations to Metro TAC and the Finance Committee in March 2013.
- FY11 – additional testwork is required to review recently discovered non-budgetary expenses errors. Additional testwork will be finished in conjunction with the FY13 fieldwork in March 2014. If there are no additional findings it is anticipated that the audit will be completed by the end of March
- FY12 – in progress on fieldwork. Additional testing is also required due to the non-budgetary expenses error correction. If there are no additional findings it is anticipated that the audit will be completed in two months.
- FY13 – the expenditure fieldwork is scheduled for March.

Edgar explained that the non-budgetary expenses were discovered by the Comptroller's office and that they have been removed from the FY10-13 Exhibit E audit samples and expense totals. The Comptroller's office is continuing to review the methodology used to compile the Exhibit E expense amounts and is revisiting the list of expenses that should be included/excluded. They will be scheduling a meeting with those involved to further discuss in the coming weeks.

Edgar provided the Committee with a "Master Summary Reconciliation" spreadsheet that is included with these minutes as Attachment A. The spreadsheet summarizes the status of all potential audit adjustments by type and by fiscal year for each PA back to FY 1998 which was the beginning of strength based billing per the Regional Disposal Agreement. The three outstanding due to/due from categories for each year's audit's are:

- Padre Dam Adjustment – the Padre Dam adjustment is essentially a change in each PAs proportionate fiscal responsibility due to a double charge for Padre Dam's sludge by the City of San Diego. San Diego was notified by Padre Dam in November of 2010 of this double charge. All audit reconciliations have been held up by this issue since FY 2009 due to settlement agreements between the City of San Diego, Padre Dam, and the PA attorney group.
- North City Adjustment – the North City adjustment stems from a discovery by Brown & Caldwell during a review of the strength based billing system that San Diego had not been including the recycled water flow from the North City Water Reclamation Plant in their flow count for billing purposes. In addition, there were adjustments for Poway's and Del Mars flows that were not made that affected the total system flow.
- True-up – the true-up adjustment is required by the Regional Disposal Agreement. All PAs are billed on budget estimates and once the Exhibit E audit is performed at the end of each fiscal year each PA is billed on actual Metro expenses and their actual flows and loads. This is termed "true-up". Each PA either receives a check from San Diego if they are owed money or a bill if they owe San Diego for their proportionate share of that fiscal year.

The Committee discussed this spreadsheet extensively. The spreadsheet will be presented to Metro TAC at their March meeting. The true financial impacts of the numbers on this spreadsheet are unknown until the Padre Dam issue is settled. Once the Padre Dam issue is settled the spreadsheet will be revised and the final numbers will be brought back to the Finance Committee for review and approval prior to going to the Metro Commission/JPA.

**5. ACTION: Consideration and possible action to recommend approval of sponsorship by the JPA for \$1,000 for the Water Reliability Coalition**

Karyn Keese provided background information on the San Diego Water Reliability Coalition (WRC) (included with these minutes as Attachment B). At the end of March the WRC is hosting a reception honoring water reuse leaders and advocates and is looking for sponsors. Special guests will include Congressman Scott Peter and San Diego Councilman Todd Gloria, two instrumental political figures in the support for the secondary equivalency and indirect potable reuse efforts. Metro JPA Chair Cheryl Cox has suggested that the JPA should support this effort at the \$1,000 level. Metro TAC approved this support at their February meeting. Much discussion centered on increased support by the JPA as this is a key issue that the JPA is extremely active in through the Pure Water Steering and AdHoc committees of the JPA. John Mullin suggested that the JPA should support the WRC as a Supporting Sponsor at the \$2,500 level to show the JPA's staunch support of the Pure Water Program. Upon a motion by Committee Member Natividad, seconded by Vice Chair Peasley, the Finance Committee unanimously approved supporting the WRC at the \$2,500 level and moving this recommendation forward to the Metro Commission/JPA at their March meeting. The Supporting Sponsorship comes with five tickets to the reception. The Committee recommended that the tickets should be distributed by the Metro Commission/JPA chair.

**6. Action: Consideration and possible action to recommend approval of Reimbursement Agreement for Administrative Support By and Between the City of San Diego and Metro Wastewater Joint Powers Authority (Effective April 11, 2014)**



Paula de Sousa reviewed the Agreement for the Committee. Since the Metro Commission is a formal Commission of the City of San Diego, San Diego reimburses the JPA for the expenses associated with its support. This is a four-year agreement and the only changes to the prior agreement is a change in the term from five-years to four years, the end date, and a 5% increase in the hourly rate for Lori Peoples. Upon a motion by Vice Chair Peasley, seconded by Committee Member Natividad the Finance Committee unanimously approved the proposed amendment and moving it forward to the Metro Commission/JPA for their consideration.

**7. Action: Consideration and possible action to recommend approval of Agreement for Administrative Support Services by and between the Metro Wastewater Joint Powers Authority and Lori Anne Peoples (Effective April 11, 2014)**

Paula de Sousa reviewed the Agreement for the Committee. This is the companion agreement to Item 6 to provide support services for facilitation of monthly Metro JPA, Metro JPA Committees, Metro Commission and Metro TAC meetings. This is a two-year agreement and the only changes to the prior agreement is a change to the end date so that the next renewal will become part of the JPA's normal budgetary process (renewing in July instead of April) and a 5% increase in the hourly rate for Lori Peoples. Upon a motion by Committee Member Natividad, seconded by John Mullin, the Finance Committee unanimously approved the proposed amendment and moving it forward to the Metro Commission/JPA for their consideration.

**8. JPA Mid-Year Financial Update**

Karen Jassoy reviewed the Mid-Year JPA financials. At mid-year the JPA budget, on a straight-line basis, is running \$18,635 over budget. This is essentially due to Atkins and BBK's costs. Atkins costs were discussed more thoroughly under agenda item 9. The mid-year financials do not include the new web construction contract with Vision because they had not submitted a bill. The web construction contract is \$24,000. The JPA's fund balance at 12/31/13 was \$133,859 which is \$57,654 over the required operations reserve.

**9. Atkins Contract Status**

Karyn Keese reviewed the status of the Atkins Contract. While general expenses are tracking and are within budget Karyn Keese's and Scott Tulloch's support for the Pure Water Program and the AdHoc are over budget. This is because the creation of the AdHoc and the support of the Pure Water Program were unknown at the time the budget for the contract was established. Greg Humora, AdHoc and Metro TAC chair, tracks Atkins costs on a monthly basis and reviews the billings. The Committee expressed appreciation for all the hard work the AdHoc has performed over the last months since their formation. They also expressed that they could support a contract amendment to Atkins contract if it is needed prior to the end of the fiscal year to continue the funding for the AdHoc and other financial services.

**10. Other Business of the Finance Committee**

It was suggested that in the future that similar to the Metro Commission agenda that an agenda item be added to the Committee meeting entitled "Committee Member's Comments". This will appear on subsequent agendas. Karyn Keese announced that the JPA's financial audit was almost complete and would hopefully be on the agenda for the next Finance Committee meeting with a presentation by the auditor. It was discussed that Jose Lopez would be out of town for the next scheduled Finance Committee and that Karen Jassoy would not be available. Paula de Sousa suggested that since the Commission/JPA might not meet in April that the audit presentation could be postponed until the April Finance Committee meeting.

**11. Review of Items to be Brought Forward to the Metro Commission/JPA**

Items 3, and 5 through 8 were approved to be brought forward to the Metro Commission/JPA at their next regular meeting.



**12. Adjournment (To the next Regular Meeting, March 26, 2014)**

# ATTACHMENT A

City of San Diego Master Summary Reconciliation Adjustment By Type and Fiscal Year									
Agency	FY 2012 <sup>(5)</sup>			FY 2011 <sup>(5)</sup>			FY 2010 <sup>(4)</sup>		
	Padre Dam	North City	True-up	Padre Dam	North City	True-up	Padre Dam	North City	True-up
City of Chula Vista	N/A	(\$71,019)	(\$1,165,931)	N/A	(\$226,270)	(\$281,351)	\$125,590	(\$222,101)	(\$404,450)
City of Coronado	N/A	(\$6,270)	(\$576,797)	N/A	(\$19,011)	(\$588,960)	\$8,841	(\$19,335)	(\$682,313)
City of Del Mar	N/A	(\$2,505)	(\$179,485)	N/A	(\$7,826)	(\$163,263)	\$4,794	(\$7,949)	(\$86,926)
East Otay Mesa <sup>(2)</sup>	N/A	(\$105)	(\$116,395)	N/A	(\$188)	(\$47,753)	\$18	(\$265)	(\$19,241)
City of El Cajon	N/A	(\$27,520)	(\$2,134,692)	N/A	(\$91,971)	(\$1,319,510)	\$43,842	(\$89,435)	(\$1,042,436)
City of Imperial Beach	N/A	(\$8,683)	(\$260,901)	N/A	(\$28,705)	(\$90,851)	\$15,798	(\$29,136)	\$143,512
City of La Mesa	N/A	(\$17,194)	(\$644,184)	N/A	(\$60,540)	(\$312,097)	\$29,736	(\$58,642)	(\$94,712)
Lakeside/Alpine	N/A	(\$12,573)	(\$279,969)	N/A	(\$38,673)	(\$140,667)	\$18,333	(\$36,116)	(\$229,729)
City of Lemon Grove	N/A	(\$8,320)	(\$401,787)	N/A	(\$27,378)	(\$159,340)	\$13,215	(\$26,590)	(\$19,248)
The City of National City	N/A	(\$17,407)	(\$623,621)	N/A	(\$58,327)	(\$220,471)	\$31,149	(\$57,757)	(\$343,551)
Otay Water District	N/A	(\$4,122)	(\$163,713)	N/A	(\$11,652)	(\$143,460)	\$11,917	(\$11,920)	(\$31,126)
<b>Padre Dam Water District <sup>(3)</sup></b>							(\$1,245,221)	(\$35,720)	(\$2,147,030)
City of Poway	N/A	(\$10,342)	(\$1,314,908)	N/A	(\$36,290)	(\$880,708)	\$21,516	(\$39,816)	\$184,408
Spring Valley	N/A	(\$12,253)	(\$523,538)	N/A	(\$41,015)	(\$244,199)	\$46,427	(\$85,727)	\$815,761
Wintergardens	N/A	(\$29,917)	\$115,168	N/A	(\$93,961)	\$262,339	\$4,918	(\$10,459)	\$36,056
City of San Diego	N/A	(\$3,428)	(\$82,399)	N/A	(\$10,943)	(\$38,485)	\$869,128	\$730,969	\$3,921,022
<b>Total</b>	<b>\$0</b>	<b>(\$2)</b>	<b>\$2</b>	<b>\$0</b>	<b>\$1</b>	<b>(\$1)</b>	<b>\$1</b>	<b>\$1</b>	<b>(\$2)</b>

Negative Number = Refund/Credit  
Positive Number = Owe/Debit

#### Notes

- (1) FY 1998 - Inception of Strength-based billing  
(2) No billable flow until FY 2009  
(3) City notified November 2010 (FY 2011)  
(4) FY 2009 & 2010 End of Year Reconciliation Audited (True-Up)  
(5) FY 2011, FY 2012 Audit is Completed not yet Final/Accepted (True-Up)

**City of San Diego**  
**Master Summary Reconciliation**  
**Adjustment By Type and Fiscal Year**

FY 2009 <sup>(4)</sup>			FY 2008			FY 2007			FY 2006			FY 2005		
Padre Dam	North City	True-up	Padre Dam	North City		Padre Dam	North City		Padre Dam	North City		Padre Dam	North City	
\$109,106	(\$62,217)	\$474,713	\$102,100	(\$75,585)		\$116,698	(\$60,441)		\$87,312	\$35,403		\$93,442	\$110,743	
\$8,895	(\$6,080)	(\$275,582)	\$8,661	(\$7,767)		\$11,504	(\$6,948)		\$8,141	\$4,031		\$9,356	\$13,444	
\$4,438	(\$2,247)	(\$36,646)	\$4,241	(\$2,881)		\$4,889	(\$2,381)		\$4,277	\$1,531		\$4,200	\$4,702	
\$2	(\$15)	(\$1,132)	\$0	\$0		\$0	\$0		\$0	\$0		\$0	\$0	
\$39,679	(\$25,630)	(\$404,988)	\$45,914	(\$37,135)		\$48,441	(\$27,782)		\$38,293	\$16,443		\$40,954	\$52,955	
\$14,051	(\$8,080)	\$257,573	\$12,033	(\$9,237)		\$13,277	(\$7,292)		\$11,395	\$4,780		\$11,453	\$14,321	
\$26,698	(\$16,907)	\$172,044	\$26,209	(\$21,343)		\$28,484	(\$16,372)		\$22,226	\$9,803		\$23,184	\$30,872	
\$16,657	(\$10,356)	\$37,178	\$16,174	(\$12,904)		\$17,959	(\$10,132)		\$15,185	\$6,465		\$15,509	\$19,526	
\$11,938	(\$7,419)	\$73,470	\$10,786	(\$8,854)		\$12,915	(\$7,264)		\$9,828	\$4,302		\$10,751	\$14,154	
\$24,643	(\$14,827)	\$462,072	\$24,962	(\$19,552)		\$31,131	(\$16,673)		\$28,219	\$11,451		\$27,946	\$33,636	
\$8,621	(\$3,182)	(\$187,279)	\$10,448	(\$4,021)		\$11,307	(\$3,258)		\$9,749	\$2,152		\$9,126	\$6,714	
(\$1,080,393)	(\$10,272)	(\$1,526,464)	(\$1,023,808)	(\$15,744)		(\$1,167,525)	(\$11,922)		(\$960,678)	\$6,917		(\$1,080,016)	\$24,821	
\$19,752	(\$11,839)	\$536,352	\$17,216	(\$13,864)		\$17,141	(\$10,071)		\$13,962	\$6,305		\$16,533	\$22,230	
\$41,120	(\$23,582)	\$1,010,481	\$29,962	(\$24,596)		\$33,605	(\$20,071)		\$28,109	\$12,448		\$32,598	\$42,348	
\$4,402	(\$2,987)	\$94,654	\$3,950	(\$3,432)		\$4,202	(\$2,662)		\$3,449	\$1,619		\$3,690	\$5,258	
\$750,388	\$205,644	\$237,693	\$711,154	\$256,919		\$815,970	\$203,267		\$680,532	(\$123,651)		\$781,274	(\$395,719)	
(\$3)	\$4	(\$5)	\$2	\$4		(\$2)	(\$2)		(\$1)	(\$1)		\$0	\$5	

**City of San Diego**  
**Master Summary Reconciliation**  
**Adjustment By Type and Fiscal Year**

FY 2004		FY 2003		FY 2002		FY 2001		FY 2000		FY 1999		FY 1998	
Padre Dam	North City	Padre Dam	North City	Padre Dam	North City	Padre Dam	North City	Padre Dam	North City	Padre Dam	North City	Padre Dam	North City
\$94,998	\$9,797	\$111,074	\$123,732	\$79,738	\$237,272	\$58,184	\$192,408	\$38,286	\$176,132	\$56,012	N/A	\$16,120	N/A
\$9,736	\$1,342	\$11,001	\$15,068	\$8,685	\$30,528	\$6,998	\$27,234	\$4,651	\$25,091	\$10,291	N/A	\$3,116	N/A
\$4,546	\$424	\$5,304	\$5,485	\$4,334	\$11,715	\$3,311	\$9,613	\$2,050	\$8,710	\$3,706	N/A	\$1,224	N/A
\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	N/A	\$0	N/A
\$41,222	\$4,833	\$48,878	\$59,260	\$42,410	\$127,084	\$33,543	\$109,433	\$23,696	\$105,384	\$44,026	N/A	\$12,425	N/A
\$12,567	\$1,401	\$13,675	\$16,018	\$10,913	\$32,810	\$8,175	\$26,914	\$5,559	\$26,140	\$11,967	N/A	\$3,395	N/A
\$23,629	\$2,891	\$27,412	\$34,319	\$20,917	\$68,160	\$15,234	\$55,122	\$10,974	\$56,120	\$22,938	N/A	\$7,615	N/A
\$16,548	\$1,850	\$18,764	\$21,846	\$15,875	\$47,759	\$12,620	\$40,014	\$8,878	\$39,839	\$16,699	N/A	\$4,984	N/A
\$11,884	\$1,437	\$12,762	\$15,841	\$10,899	\$34,177	\$8,308	\$30,109	\$5,723	\$28,819	\$10,273	N/A	\$2,841	N/A
\$29,415	\$3,106	\$33,207	\$37,590	\$27,425	\$80,848	\$20,551	\$66,603	\$14,046	\$62,517	\$27,531	N/A	\$5,854	N/A
\$10,212	\$317	\$11,256	\$7,107	\$8,774	\$14,696	\$6,701	\$12,473	\$3,506	\$10,706	\$6,464	N/A	\$1,083	N/A
(\$1,104,835)	\$2,055	(\$1,292,525)	\$27,686	(\$1,035,662)	\$57,559	(\$800,304)	\$46,396	(\$549,240)	\$42,354	(\$504,706)	N/A	(\$251,843)	N/A
\$17,763	\$2,197	\$19,858	\$24,895	\$16,117	\$52,853	\$12,146	\$43,125	\$8,407	\$41,614	\$16,800	N/A	\$5,130	N/A
\$31,196	\$72,597	\$39,047	\$47,307	\$29,489	\$90,436	\$20,971	\$70,465	\$16,201	\$73,172	\$71,913	N/A	\$12,019	N/A
\$3,920	\$527	\$4,437	\$5,892	\$3,629	\$12,467	\$2,627	\$9,811	\$1,896	\$9,822	\$4,773	N/A	\$1,157	N/A
\$797,196	(\$104,775)	\$935,853	(\$442,048)	\$756,454	(\$898,361)	\$590,938	(\$739,723)	\$405,364	(\$706,415)	\$201,313	N/A	\$174,880	N/A
(\$3)	(\$1)	\$3	(\$2)	(\$3)	\$3	\$3	(\$3)	(\$3)	\$5	\$0	\$0	\$0	\$0

# ATTACHMENT B

## GrokSurf's San Diego

### San Diego Water Reliability Coalition launches website

Posted by George J Janczyn on September 14, 2011



The Water Reliability Coalition (or WRC), an association of San Diego County environmental, technical, business, and ratepayer organizations formed to perform public outreach in support of Indirect Potable Reuse (IPR) research and development announced yesterday the launch of its new website at <http://www.sdwatersupply.com/>.

When WRC came together in late 2009 as the *Indirect Potable Reuse (IPR) Coalition*, the City of San Diego was embarking on its *Indirect Potable Reuse Reservoir Augmentation Demonstration Project (IPR/RA Demonstration Project)*. Lani Lutar (San Diego County Taxpayers Association) and Bruce Reznik (at the time at San Diego Coastkeeper) were instrumental in organizing the coalition. Lutar is still at it, and Gabe Solmer is the new leader from Coastkeeper.

In March 2010 the Coalition received a special recognition award from the California WaterReuse Association for its efforts.

The Coalition believes that potable reuse shows great potential as a component of San Diego's water supply strategy because it represents a steady reliable source of high-quality potable water and has the environmental benefit of reducing the amount of wastewater dumped into the Pacific, among other reasons.

In early 2010 San Diego began to publicize its IPR project as the Water Purification Demonstration Project partly to simplify saying the name and partly to get some distance from lingering impressions caused by negative politics and press during IPR initiatives in 2007 and earlier (the original name is still used for internal documentation and official Council business).

Consequently, the *IPR Coalition* changed its name to the *Water Reliability Coalition* in September 2010, partly in response to the City's project name change and partly because the name echoes sentiment behind a long-time San Diego goal to improve supply reliability by reducing its 80% dependence on water imports. The Coalition then decided to build a website, not an easy task with numerous coalition members with other priorities and economic challenges to deal with. It took a bit longer than they hoped, but it's here now. It's good to see it up.

(see also this writeup about the Coalition from Bradley Fikes at the North County Times)

This entry was posted on September 14, 2011 at 1:51 am and is filed under Environment, Indirect potable reuse, Potable reuse, Water. Tagged: Water Reliability Coalition. You can follow any responses to this entry through the RSS 2.0 feed. You can leave a response, or trackback from your own site.

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# GrokSurf's San Diego

## Water Reliability Coalition

The Water Reliability Coalition was formed in late 2009 to perform public outreach and advocacy for use of an Indirect Potable Reuse process (for purified reclaimed drinking water) as a component of San Diego's drinking water supply strategy. Originally named the Indirect Potable Reuse (IPR) Coalition, the name was changed in September 2010. Member organizations include:

- BIOCOM
- Building Industry Association San Diego
- Building Owners and Managers Association, San Diego Chapter
- Citizens Coordinate for Century 3
- Coastal Environmental Rights Foundation (Also: Facebook page)
- Empower San Diego
- Endangered Habitats League
- Environmental Health Coalition
- Friends of Infrastructure
- Industrial Environmental Association
- National Association of Industrial and Office Properties, San Diego Chapter (*aka NAIOP – THE COMMERCIAL REAL ESTATE DEVELOPMENT ASSOCIATION*)
- San Diego and Imperial Counties Labor Council
- San Diego Audubon Society
- San Diego Coastkeeper
- San Diego County Taxpayers Association
- San Diego Regional Chamber of Commerce
- San Diego River Park Foundation
- Surfrider Foundation, San Diego Chapter
- Sustainability Alliance of Southern California
- Utility Consumers' Action Network

### Why:

*A stable, dependable supply of water is a necessity for San Diego's growing community. It is imperative that the region invests in local sources for a drought-proof water supply and decreases our dependence on less reliable and ever-more expensive imported water. Recycling water for potable and non-potable use can be an important part of San Diego's water supply portfolio diversification. In the San Diego region, IPR could provide one of the most cost-effective and environmentally friendly options to enhance local water supplies.*

### Goals:

- Advocate for the City of San Diego's Reservoir Augmentation Project to determine the viability, costs and benefits of pursuing full-scale IPR at the San Diego's existing North City water reclamation facility.
- Track the City of San Diego's Regional Water Reuse Assessment to determine what opportunities exists to pursue IPR beyond existing infrastructure and the costs and benefits of those strategies.

(from the Coalition's September 2010 printed Fact Sheet)

#### Contact:

- Lani Lutar, San Diego County Taxpayers Association, 619-234-6423 [lanil@sdcta.org](mailto:lanil@sdcta.org)
- ~~Bruce Reznik, San Diego Coastkeeper, 619-758-7443 [bruce@sdcoastkeeper.org](mailto:bruce@sdcoastkeeper.org)~~  
(no longer in San Diego)

The Coalition sent [this letter](#) to the City Council in January 2010 prior to a vote on a public outreach program for the Water Purification Demonstration Project.

They sent [this letter](#) to the City Council on July 21, 2010 prior to an upcoming vote on an advanced water treatment plant for the project.

In March 2010 the Coalition received an [award from the California WaterReuse Association](#).

The Coalition [launched a website](#) September 13, 2011.

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