



Metro Finance Committee
(Finance Advisory Committee to Metro JPA)

TO: Finance Committee Members and Metro Commissioners

DATE: Wednesday, February 26, 2014

TIME: 8:30 a.m.

LOCATION: Atkins Global, 3570 Carmel Mountain Road, Suite 300, San Diego, CA 92130*

Breakfast will be served

* The location and time of future meetings is subject to change

***THIS NOTICE HAS BEEN DISTRIBUTED TO THE METRO COMMISSIONERS AND
FINANCE COMMITTEE MEMBERS.***

1. Roll Call
2. Public Comments
Persons speaking during Public Comment may address the Metro Finance Committee on any subject matter within the jurisdiction of the Metro Finance Committee 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 meeting.
3. Approval of Minutes from the May 29, 2013 Regular Finance Committee Meeting (**Attachment**)
4. Audit Updates (City of San Diego staff and Karyn Keese)
5. **ACTION:** Consideration and possible action to recommend approval of sponsorship by the JPA for \$1,000 for the Water Reliability Coalition. (**Attachment**) (Greg Humora).
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) (**Attachment**) (Karyn Keese)
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) (**Attachment**) (Karyn Keese)
8. JPA Mid-Year Financial Update (**Attachment**) (Karen Jassoy or Karyn Keese)
9. Atkins Contract Status (**Attachment**) (Greg Humora and Karyn Keese)

10. Other Business of the Finance Committee

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

12. Adjournment

The Metro Finance Committee may take action on any item listed on the Agenda whether or not it is listed "for action".

Materials provided to the Metro Finance Committee related to any open-session item on this agenda are available for public review by contacting Karyn Keese (858)514.1008 during normal business hours.

<u>Finance Committee 2014 Meeting Schedule</u>		
January 29	May 28	September 24
February 26	June 5	October 29
March 26	July 30	November 26
April 30	August 27	December 31

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

The Metro Finance Committee requests individuals who require alternative agenda format or special accommodations to access, attend, and/or participate in the Metro Finance Committee meetings, contact Margaret O'Donnell at (619)525.1354, at least forty-eight hours in advance of the meetings.

AGENDA ITEM 3

Attachment

(May 29, 2013 Minutes)



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

ACTION MINUTES

DATE OF MEETING: May 29, 2013

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
Luis Natividad, National City
Jose Lopez, Otay WD
John Mullin, Poway
Leah Browder, Poway
Dennis Davies, Metro TAC Vice Chair,
El Cajon

Karen Jassoy, Metro JPA Treasurer, Padre
Dam
Lee Ann Jones-Santos, City of San Diego
Edgar Patino, City of San Diego
Brooke Miller, 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 March 27, 2013

Upon a motion by Committee Member Natividad, seconded by Committee Member Lopez the minutes were approved. Committee Member Mullin abstained as he was not in attendance at the March meeting.

4. FYE 2014 Metro O&M and CIP Budgets

Lee Ann Jones-Santos presented the Metro 2014 proposed O&M budget (copy included as Attachment A). The budget is \$11.8 million less than the FYE 2013 budget as PUD staff is trying to align their budgets more closely to what they are actually spending. The Metro CIP budget is \$16.4 million which is less than the FYE 2013 projected actual of \$22.8 million. The CIP will be all cash funded except for proceeds from some SRF loans. Personnel expenses are only increasing by required increase in pension funds as determined by the most recent actuarial study. The City's reserve policies were discussed. Ms. Jones-Santos will provide the Committee with copies of presentations on the City's reserve policies that were given to IROC (these presentations are included as Attachment B to these minutes). Upon a motion by Committee Member Mullin, seconded by Committee Member Natividad, the Finance Committee unanimously approved the proposed Metro O&M budget and moving it forward to the Metro Commission/JPA for their consideration.

5. Consideration and Possible Action to Approve the FYE 2014 Metro Wastewater JPA Budget

Karen Jassoy reviewed the proposed budget. The budget is slightly higher than last year due to the inclusion of the cost of a full Metro Wastewater JPA audit and increased hours by the Treasurer to participate in three Exhibit E audits during the upcoming fiscal year. Board per diem costs were reduced by \$2,000 to reflect the reduction in Commission/JPA meetings. The total

proposed budget for FYE 2014 is \$228,615. John Mullin requested a discussion at a future Finance Committee meeting of the level of reserves for the JPA. Upon a motion by Committee Member Natividad, seconded by Committee Member Mullin, the Finance Committee unanimously approved the proposed budget and moving it forward to the Metro Commission/JPA for their consideration.

6. Consideration and Possible Action to Approve the FYE 2014 Atkins Contract

Karyn Keese reviewed that proposed FYE 2014 Atkins Contract. The contract amount of \$129,192 is unchanged from last year. Special projects have been updated to reflect potential Metro TAC/Commission/JPA support during the upcoming year. Scott Tulloch has joined Atkins to support the waiver and potential IPR implementation process. Upon a motion by Committee Member Mullin, seconded by Committee Member Lopez, the Finance Committee unanimously approved the proposed contract and moving it forward to the Metro Commission/JPA for their consideration.

7. Consideration and Possible Action to Approve Amendment to the FYE 2014 Treasurers Contract

Karyn Keese reviewed the proposed amendment to the Treasurer's contract. The proposed amendment includes an increase of \$5,000 for the Treasurer's support in three Exhibit E audits during the upcoming year. The total contract is \$19,000. Upon a motion by Committee Member Natividad, seconded by Committee Member Mullin, the Finance Committee unanimously approved the proposed contract amendment and moving it forward to the Metro Commission/JPA for their consideration.

8. Consideration and Possible Action to Approve Amendment to the FYE 2014 Webmaster

Karyn Keese reviewed the proposed amendment to the webmaster's contract. Even though Metro TAC and the JPA may decide to update the JPA website during the upcoming year the webmaster's services are still needed in the interim. Upon a motion by Committee Member Mullin, seconded by Committee Member Natividad, the Finance Committee unanimously approved the proposed contract amendment and moving it forward to the Metro Commission/JPA for their consideration.

9. Consideration and Possible Action to Approve Amendment to the FYE 2014 City of San Diego Contract

Karyn Keese reviewed the proposed amendment to the contract with the City of San Diego for Metro Commission support. The proposed amendment increases the budget for Lori Anne Peoples services as Commission secretary from \$45,000 to \$60,000, or a net increase of \$15,000. This contract is only for 10 months as a new contract needs to be negotiated and in place by April 2014. Upon a motion by Committee Member Lopez, seconded by Committee Member Mullin, the Finance Committee unanimously approved the proposed contract amendment and moving it forward to the Metro Commission/JPA for their consideration.

10. Consideration and Possible Action to Approve Amendment to the FYE 2014 Contract with Lori Anne Peoples.

Karyn Keese reviewed the proposed amendment to the contract with the Lorie Anne Peoples for administrative support services. The total contract amount is \$3,600 and is for facilitation of monthly Metro JPA, Metro JPA Committees, Metro Commission and Metro TAC meetings. Upon a motion by Committee Member Lopez, seconded by Committee Member Mullin, the Finance Committee unanimously approved the proposed contract amendment and moving it forward to the Metro Commission/JPA for their consideration.

11. Other Business of the Finance Committee

There was no other business of the Finance Committee.

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

Items 4 through 10 were approved to be brought forward to the Metro Commission/JPA at their next regular meeting.

13. Adjournment (To the next Regular Meeting, June 26, 2013)

AGENDA ITEM 5
Attachment
(JPA Sponsorship for
Water Reliability Coalition)



Reception Honoring Water Reuse Leaders & Advocates

Thursday, March 20th from 4:30 p.m. – 7:00 p.m.

Yard House - Private Event Room, 1023 4th Ave, Downtown San Diego

Confirmed guests include: Congressman Scott Peters, San Diego Interim Mayor Todd Gloria, San Diego Chief Operating Officer Scott Chadwick, San Diego Public Utilities Director Halla Razak and San Diego Water Purification Program Manager Ann Sasaki.

Sponsorship Opportunities

Title Sponsor \$10,000

- Ten (10) tickets to VIP reception
- Ten (10) tickets to main reception
- Opportunity to introduce keynote speaker and provide opening remarks
- Logo recognition as title sponsor on invitation

WRC Supporting Membership Benefits Included:

- Logo recognition on home page of website
- Title Sponsorship and ten (10) tickets to annual forum

Presenting Sponsor \$5,000

- Ten (10) tickets to reception
- Logo recognition as presenting sponsor on invitation

WRC Supporting Membership Benefits Included:

- Logo recognition on home page of website
- Presenting Sponsorship and five (5) tickets to annual forum

Supporting Sponsor \$2,500

- Five (5) tickets to reception
- Logo recognition as supporting sponsor on invitation

WRC Supporting Membership Benefits Included:

- Logo recognition on member page of the website
- Five (5) tickets to annual forum

Community Sponsor \$1,000

- Two (2) tickets to reception
- Logo recognition as community sponsor on invitation

Reservation Form

Yes! I welcome the opportunity to support the Water Reliability Coalition Reception at the level indicated below:

Sponsorship and Ticket Information:

- ☐ Title Sponsor \$10,000
☐ Presenting Sponsor \$5,000
☐ Supporting Sponsor \$2,500
☐ Community Sponsor \$1,000

Contact Name: _____

Organization: _____

Phone: _____ Fax number: _____

Email: _____

Please note that sponsorship is non-refundable.

☐ Check enclosed.

☐ Please charge my credit card. I authorize SDCTA, the Water Reliability Coalition's fiscal agent, to charge the credit card below in the amount of \$_____.

☐ Visa ☐ MasterCard ☐ Discover

Credit Card Number: ____ - ____ - ____ - ____

Expiration Date: ____ Billing Zip Code: ____

Name as it appears on Credit Card

Cardholder's Signature

Please return this form to the Water Reliability Coalition c/o SDCTA by **email** to sdwaterreliability@gmail.com or **mail** at 707 Broadway Suite 905 San Diego, CA 92101.

AGENDA ITEM 6

Attachment

(Reimbursement Agmt
Admin Supt. City of San
Diego & Metro JPA)

**REIMBURSEMENT AGREEMENT FOR ADMINISTRATIVE SUPPORT SERVICES
BY AND BETWEEN THE CITY OF SAN DIEGO AND
METRO WASTEWATER JOINT POWERS AUTHORITY**

THIS REIMBURSEMENT AGREEMENT FOR ADMINISTRATIVE SUPPORT SERVICES ("Agreement") is made and entered into this 11th day of April, ~~2009~~2014, by and between the Metro Wastewater Joint Powers Authority, existing and organized pursuant to the provisions of Government Code section 6500 *et seq.* ("Metro JPA") and the City of San Diego, a municipal corporation ("City"). Metro JPA and the City are sometimes individually referred to herein as the "Party" and collectively as the "Parties."

RECITALS

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

B. The Participating Agencies appoint representatives to the Metro Commission, which is an advisory body to the City of San Diego created pursuant to the Metro Agreement; and

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

D. The Metro JPA entered into an agreement ~~dated~~ dated , ~~2009~~ with Lori Anne Peoples ("Ms. Peoples"), which commences on April 11, 2014 and terminates on June 30, 2016, for the performance of these Administrative Services by Ms. Peoples ~~for a term of two years~~ ("Administrative Services Agreement"), a copy of which is attached as Exhibit "A"; and

E. The Administrative Services Agreement requires the Metro JPA to compensate Ms. Peoples at the rate of ~~\$50.00~~52.50 per hour plus mileage at the current IRS Rate/Mile and actual costs for postage and supplies; and

F. The City ~~of San Diego~~ desires to reimburse the Metro JPA for the cost of Administrative Services performed by Ms. Peoples for the Metro Commission pursuant to the Administrative Services Agreement.

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

AGREEMENT

1. Reimbursement to Metro JPA. The City agrees to reimburse Metro JPA at the rate of ~~\$50.00~~ 52.50 per hour plus mileage at the current IRS Rate/Mile and actual costs for postage and supplies for Administrative Services provided by Ms. Peoples for the Metro Commission. The City agrees to reimburse Metro JPA up to \$360.00 per quarter or pro rata portion thereof, with proper documentation for phone, internet access, and technology costs incurred by Ms. Peoples in the performance of the Administrative Services..

1.1 Maximum Reimbursement. The City's total reimbursement obligation under the term of the Agreement shall not exceed sixty-five thousand dollars (\$65,000.00) for administrative services, which is inclusive of reimbursement for the phone, internet access, and technology costs identified in Section 1.0 above.

2. Monthly Hours. The Parties estimate that Ms. Peoples will spend approximately ~~four~~ twenty (420) hours per month providing Administrative Services to the Metro Commission for the term of the Administrative Services Agreement. These estimated monthly hours may be extended or otherwise modified upon mutual agreement of the Parties to obtain increased or amended Administrative Services as necessary, consistent with the Administrative Support Services Agreement between Metro JPA and Ms. Peoples. Any increase in estimated hours shall not exceed the maximum reimbursement identified in Section 1.1 of the Agreement without written consent of the parties.

3. Invoicing. The Metro JPA shall submit ~~monthly~~ quarterly invoices to the City for reimbursement of the Administrative Services provided to the Metro Commission under the Administrative Services Agreement. The invoices shall contain documentation of the hours Ms. Peoples spent providing Administrative Services for Metro Commission. The City shall remit payment within thirty (30) calendar days of receipt of the invoice.

4. Term and Termination. This Agreement shall terminate upon the earlier of: (1) ~~April 20~~ June 30, 2011 ~~2011~~ 2018; or (2) termination of the Administrative Services Agreement by the Metro JPA or Ms. Peoples. Upon termination of this Agreement, the City shall pay the Metro JPA for any outstanding Administrative Services performed by Ms. Peoples, and the obligation of the City to the Metro JPA shall thereupon cease and terminate and no further sums shall be payable or paid under this Agreement. The term of this Agreement may be extended in a writing signed by both Parties.

5. Notice. Unless notified in writing of a change of address, all notices, payments or correspondence relating to this Agreement may be given by personal delivery or by mail as

follows:

CITY:

City of San Diego MWWD
C/O Martin Kane, Agency Contracts
9192 Topaz Way
San Diego, CA 92123

METRO JPA:

Metro Wastewater Joint Powers Authority
C/O Paula de Sousa, General Counsel
655 West Broadway 15th Floor
San Diego CA 92101
Attn: Paula de Sousa and Mark Robak

6. Laws, Venue, and Attorneys' Fees. This Agreement shall be interpreted in accordance with the laws of the State of California; any action to enforce the terms of this Agreement 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 from the losing Party all reasonable costs incurred, including reasonable ~~attorney's~~attorneys' fees, as determined by the court.

7. Amendment; Modification; Severability. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties. The unenforceability, invalidity₂ or illegality of any provision(s) of this Agreement shall not render the other provisions unenforceable, invalid₂ or illegal.

8. Integration. This Agreement represents the entire understanding of the Parties as to those matters contained herein, and supersedes and cancels any prior oral or written understanding, promises₂ or representations with respect to those matters covered hereunder.

[Signatures on following page]

SIGNATURE PAGE TO
REIMBURSEMENT AGREEMENT FOR ADMINISTRATIVE SUPPORT SERVICES
BY AND BETWEEN THE CITY OF SAN DIEGO AND
METRO WASTEWATER JOINT POWERS AUTHORITY

The Metro JPA and the City execute this Agreement as of the date above, indicating that they have read and understood the terms of this Agreement, and indicate their full and complete consent to its terms:

Dated: _____ City of San Diego

By: _____

Dated: _____ Metro Wastewater Joint Powers
Authority

By: _____
~~Mark Robak~~ Cheryl Cox,
Chairperson

Approved as to form:

Paula C. P. de Sousa
General Counsel
Metro Wastewater Joint Powers Authority
Approved as to form:

Counsel
City of San Diego

**REIMBURSEMENT AGREEMENT FOR ADMINISTRATIVE SUPPORT SERVICES
BY AND BETWEEN THE CITY OF SAN DIEGO AND
METRO WASTEWATER JOINT POWERS AUTHORITY**

THIS REIMBURSEMENT AGREEMENT FOR ADMINISTRATIVE SUPPORT SERVICES ("Agreement") is made and entered into this 11th day of April, 2014, by and between the Metro Wastewater Joint Powers Authority, existing and organized pursuant to the provisions of Government Code section 6500 *et seq.* ("Metro JPA") and the City of San Diego, a municipal corporation ("City"). Metro JPA and the City are sometimes individually referred to herein as the "Party" and collectively as the "Parties."

RECITALS

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

B. The Participating Agencies appoint representatives to the Metro Commission, which is an advisory body to the City of San Diego created pursuant to the Metro Agreement; and

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

D. The Metro JPA entered into an agreement with Lori Anne Peoples ("Ms. Peoples"), which commences on April 11, 2014 and terminates on June 30, 2016, for the performance of these Administrative Services by Ms. Peoples ("Administrative Services Agreement"), a copy of which is attached as Exhibit "A"; and

E. The Administrative Services Agreement requires the Metro JPA to compensate Ms. Peoples at the rate of \$52.50 per hour plus mileage at the current IRS Rate/Mile and actual costs for postage and supplies; and

F. The City desires to reimburse the Metro JPA for the cost of Administrative Services performed by Ms. Peoples for the Metro Commission pursuant to the Administrative Services Agreement.

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

AGREEMENT

1. Reimbursement to Metro JPA. The City agrees to reimburse Metro JPA at the rate of \$52.50 per hour plus mileage at the current IRS Rate/Mile and actual costs for postage and supplies for Administrative Services provided by Ms. Peoples for the Metro Commission. The City agrees to reimburse Metro JPA up to \$360.00 per quarter or pro rata portion thereof, with proper documentation for phone, internet access, and technology costs incurred by Ms. Peoples in the performance of the Administrative Services..

1.1 Maximum Reimbursement. The City's total reimbursement obligation under the term of the Agreement shall not exceed sixty-five thousand dollars (\$65,000.00) for administrative services, which is inclusive of reimbursement for the phone, internet access, and technology costs identified in Section 1.0 above.

2. Monthly Hours. The Parties estimate that Ms. Peoples will spend approximately twenty (20) hours per month providing Administrative Services to the Metro Commission for the term of the Administrative Services Agreement. These estimated monthly hours may be extended or otherwise modified upon mutual agreement of the Parties to obtain increased or amended Administrative Services as necessary, consistent with the Administrative Support Services Agreement between Metro JPA and Ms. Peoples. Any increase in estimated hours shall not exceed the maximum reimbursement identified in Section 1.1 of the Agreement without written consent of the parties.

3. Invoicing. The Metro JPA shall submit quarterly invoices to the City for reimbursement of the Administrative Services provided to the Metro Commission under the Administrative Services Agreement. The invoices shall contain documentation of the hours Ms. Peoples spent providing Administrative Services for Metro Commission. The City shall remit payment within thirty (30) calendar days of receipt of the invoice.

4. Term and Termination. This Agreement shall terminate upon the earlier of: (1) June 30, 2018; or (2) termination of the Administrative Services Agreement by the Metro JPA or Ms. Peoples. Upon termination of this Agreement, the City shall pay the Metro JPA for any outstanding Administrative Services performed by Ms. Peoples, and the obligation of the City to the Metro JPA shall thereupon cease and terminate and no further sums shall be payable or paid under this Agreement. The term of this Agreement may be extended in a writing signed by both Parties.

5. Notice. Unless notified in writing of a change of address, all notices, payments or correspondence relating to this Agreement may be given by personal delivery or by mail as follows:

CITY:

City of San Diego MWW
C/O Martin Kane, Agency Contracts
9192 Topaz Way
San Diego, CA 92123

METRO JPA:

Metro Wastewater Joint Powers Authority
C/O Paula de Sousa, General Counsel
655 West Broadway 15th Floor
San Diego CA 92101
Attn: Paula de Sousa and Mark Robak

6. Laws, Venue, and Attorneys' Fees. This Agreement shall be interpreted in accordance with the laws of the State of California; any action to enforce the terms of this Agreement 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 from the losing Party all reasonable costs incurred, including reasonable attorneys' fees, as determined by the court.

7. Amendment; Modification; Severability. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties. The unenforceability, invalidity, or illegality of any provision(s) of this Agreement shall not render the other provisions unenforceable, invalid, or illegal.

8. Integration. This Agreement represents the entire understanding of the Parties as to those matters contained herein, and supersedes and cancels any prior oral or written understanding, promises, or representations with respect to those matters covered hereunder.

[Signatures on following page]

**SIGNATURE PAGE TO
REIMBURSEMENT AGREEMENT FOR ADMINISTRATIVE SUPPORT SERVICES
BY AND BETWEEN THE CITY OF SAN DIEGO AND
METRO WASTEWATER JOINT POWERS AUTHORITY**

The Metro JPA and the City execute this Agreement as of the date above, indicating that they have read and understood the terms of this Agreement, and indicate their full and complete consent to its terms:

Dated: _____ City of San Diego

By: _____

Dated: _____ Metro Wastewater Joint Powers Authority

By: _____
Cheryl Cox, Chairperson

Approved as to form:

Paula C. P. de Sousa
General Counsel
Metro Wastewater Joint Powers Authority
Approved as to form:

Counsel
City of San Diego

Exhibit A
Administrative Services Agreement

**AGREEMENT FOR ADMINISTRATIVE SUPPORT SERVICES
BY AND BETWEEN THE METRO WASTEWATER JOINT POWERS AUTHORITY AND
LORI ANNE PEOPLES**

THIS AGREEMENT FOR ADMINISTRATIVE SUPPORT SERVICES ("Agreement") is made and entered into this 11th day of April, 2014, ("Execution Date") by and between the Metro Wastewater Joint Powers Authority, existing and organized pursuant to the provisions of Government Code section 6500 *et seq.* ("Metro JPA") and Lori Anne Peoples ("Ms. Peoples"). Metro JPA and Ms. Peoples are sometimes individually referred to herein as the "Party" and collectively as the "Parties."

RECITALS

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

B. The Participating Agencies appoint representatives to the Metro Commission, which is an advisory body to the City of San Diego created pursuant to the Metro Agreement; and

C. Public works directors and engineers from the Participating Agencies are members of the Metro Technical Advisory Committee ("Metro TAC"), which is an advisory body to the JPA and the Metro Commission, to provide authoritative recommendations to the Metro JPA and Metro Commission; and

D. The activities of the Metro JPA, the Metro Commission, and Metro TAC require administrative staff to prepare agendas, distribute mail, prepare minutes and perform other administrative activities to assure the Metro JPA, Metro Commission, and Metro TAC function within the legal requirements of State law and in a constructive and positive manner; and

E. The Metro JPA, Metro Commission, and Metro TAC do not currently employ staff to perform these administrative clerical services; and

F. Ms. Peoples desires to perform administrative services for the Metro JPA, Metro Commission, and Metro TAC; and

G. The Metro JPA intends to charge each Participating Agency a share of the cost of the administrative services provided by Ms. Peoples, based on each Participating Agency's proportionate flow in the Metropolitan Sewerage System as set during the Metro JPA annual budget process; and

H. The Metro JPA and City of San Diego intend to enter into an agreement under which the City of San Diego will reimburse the Metro JPA for administrative services performed by Ms. Peoples for the Metro Commission.

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

AGREEMENT

1. Services. Ms. Peoples agrees to provide clerical support and related services to facilitate monthly Metro JPA, Metro JPA Committees, Metro Commission, and Metro TAC meetings, and any special meetings that may be called, including: preparation of agendas and attachments; posting of agendas and notices in compliance with State laws; distribution via e-mail and mailing of agenda packages; attending meetings and taking action and summary minutes; distribution via e-mail of minutes; preparation of and e-mailing and mailing of all necessary correspondence; interfacing with the Chair and Commissioners by phone, e-mail and fax; facilitating and submitting monthly per diem forms for Commissioners; maintaining Metro rosters; maintaining files; preparation and tracking of Annual, Assuming and Leaving Office FPPC 700 Conflict of Interest forms; processing and tracking of all contracts and agreements entered into by the Metro JPA; providing informational updates and acting as liaison to the Webmaster; serving as a contact person for the Metro JPA, Metro JPA Committees, Metro Commission, and Metro TAC; and performance of other duties as assigned ("Administrative Services").
2. Term and Termination. The term of this Agreement shall commence on April 11, 2014 and terminate on June 30, 2016 ("Term"). This Term may be extended in a writing signed by both Parties. Either Party may terminate this Agreement upon thirty (30) calendar days written notice to the other Party.
3. Reimbursement/Payment. For the Term of this Agreement, as defined in Section 2 above, the Metro JPA agrees to pay Ms. Peoples at the rate of \$52.50 per hour plus mileage at the current IRS Rate/Mile and actual costs for postage and supplies. Metro JPA will, upon submission of proper documentation, reimburse Ms. Peoples up to \$450 per quarter, or pro rata portion thereof, for cell phone, internet access, and technology costs incurred by Ms. Peoples requisite to conduct the Administrative Services.
4. Monthly Hours. The Parties estimate that Ms. Peoples will spend approximately twenty (20) hours per month providing Administrative Services to Metro Commission during the Term of this Agreement, and approximately four (4) hours per month providing Administrative Services to Metro JPA and Metro TAC during the Term of this Agreement. Metro JPA, through direction of its Chairperson, hereby reserves the right, upon mutual agreement of the Parties, to extend or otherwise modify these estimated monthly hours to obtain increased or amended Administrative Services from Ms. Peoples as necessary.
5. Invoicing. Ms. Peoples shall submit quarterly invoices to the Metro JPA for reimbursement of the Administrative Services provided under this Agreement. The invoices shall contain documentation of the hours Ms. Peoples spent providing

Administrative Services for Metro JPA, Metro Commission, and Metro TAC. The Metro JPA shall endeavor to remit payment within thirty (30) calendar days of receipt of the invoice. Ms. Peoples acknowledges that the income thus derived from this agreement is taxable and will be reported to the Internal Revenue Service. Further, Ms. Peoples acknowledges that no income tax, or any other withholdings, will be withheld on this income and that, as an independent contractor, she is responsible for obtaining any required business licenses and permits.

6. Maintenance of Records. Books, documents, papers, accounting records, and other evidence pertaining to costs incurred shall be maintained by Ms. Peoples and made available for inspection by Metro JPA at all reasonable times during the Agreement period, and for four (4) years from the date of final payment under the Agreement.
7. Indemnification. Metro JPA and Ms. Peoples each agree to defend, indemnify, protect and hold harmless the other Party, officers, employees, and agents from all claims asserted, or liability established for damages or injuries to any person or property including to the indemnifying Party's officers, employees and agents, or judgments arising directly or indirectly out of obligations, work or services herein undertaken, which arise from, are connected with, are caused by or claimed to be caused by the acts or omissions of the indemnifying Party's officers, employees and agents. The indemnifying Party's duty to indemnify and hold harmless shall not include any claims or liabilities arising from the established active negligence, sole negligence or willful misconduct of the other Party, its agents, officers or employees.
8. 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:

MS. PEOPLES:	METRO JPA:
Lori Anne Peoples C/O City of Chula Vista 276 Fourth Avenue Chula Vista, CA 91910 Attn: Lori Anne Peoples	Metro Wastewater Joint Powers Authority C/O Paula de Sousa, General Counsel 655 West Broadway 15 th Floor San Diego CA 92101 Attn: Paula de Sousa and Cheryl Cox

9. Insurance. Ms. Peoples shall provide proof of commercial general liability and automobile insurance to the Metro JPA in amounts and with policies, endorsements, and conditions required by the Metro JPA for the Administrative Services.
10. General Terms.
 - a. Standard of Care. The Administrative Services will be performed in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions.

- b. Assignment and Subconsultants. Ms. Peoples and Metro JPA shall not assign, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the written consent of the other Party, which may be withheld for any reason.
- c. Independent Contractor. Ms. Peoples is retained as an independent contractor and is not an employee of Metro JPA. No employee or agent of Ms. Peoples shall become an employee of Metro JPA.
- d. Laws, Venue, and Attorneys' Fees. This Agreement shall be interpreted in accordance with the laws of the State of California; any action to enforce the terms of this Agreement 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 from the losing Party all reasonable costs incurred, including reasonable attorneys' fees, as determined by the court.
- e. Amendment; Modification; Severability. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties. The unenforceability, invalidity, or illegality of any provision(s) of this Agreement shall not render the other provisions unenforceable, invalid, or illegal.
- f. Integration. This Agreement represents the entire understanding of the Parties as to those matters contained herein, and supersedes and cancels any prior oral or written understanding, promises, or representations with respect to those matters covered hereunder.

[Signatures on following page]

**SIGNATURE PAGE TO
AGREEMENT FOR ADMINISTRATIVE SUPPORT SERVICES
BY AND BETWEEN THE METRO WASTEWATER JOINT POWERS AUTHORITY AND
LORI ANNE PEOPLES**

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

Dated: _____

Lori Anne Peoples

By: _____

Dated: _____

Metro Wastewater Joint Powers Authority

By: _____

Cheryl Cox, Chairperson

Approved as to form:

Paula C. P. de Sousa
General Counsel
Metro Wastewater Joint Powers Authority

AGENDA ITEM 7

Attachment

(Reimbursement Agmt
Admin Supt. Metro JPA &
Lori Anne Peoples)

**AGREEMENT FOR ADMINISTRATIVE SUPPORT SERVICES
BY AND BETWEEN THE METRO WASTEWATER JOINT POWERS AUTHORITY AND
LORI ANNE PEOPLES**

THIS AGREEMENT FOR ADMINISTRATIVE SUPPORT SERVICES ("Agreement") is made and entered into this 11th day of April, ~~2009~~2014, ("Execution Date") by and between the Metro Wastewater Joint Powers Authority, existing and organized pursuant to the provisions of Government Code section 6500 *et seq.* ("Metro JPA") and Lori Anne Peoples ("Ms. Peoples"). Metro JPA and Ms. Peoples are sometimes individually referred to herein as the "Party" and collectively as the "Parties."

RECITALS

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

B. The Participating Agencies appoint representatives to the Metro Commission, which is an advisory body to the City of San Diego created pursuant to the Metro Agreement; and

C. Public works directors and engineers from the Participating Agencies are members of the Metro Technical Advisory Committee ("Metro TAC"), which is an advisory body to the JPA and the Metro Commission, to provide authoritative recommendations to the Metro JPA and Metro Commission; and

D. The activities of the Metro JPA, the Metro Commission, and Metro TAC require administrative staff to prepare agendas, distribute mail, prepare minutes and perform other administrative activities to assure the Metro JPA, Metro Commission, and Metro TAC function within the legal requirements of State law and in a constructive and positive manner; and

~~D~~E. The Metro JPA, Metro Commission, and Metro TAC do not currently employ staff to perform these administrative clerical services; and

~~E~~F. Ms. Peoples desires to perform administrative services for the Metro JPA, Metro Commission, and Metro TAC; and

~~F~~G. The Metro JPA intends to charge each Participating Agency a share of the cost of the administrative services provided by Ms. Peoples, based on each Participating Agency's proportionate flow in the Metropolitan Sewerage System ~~system~~—as set during the Metro JPA annual budget process; and

~~GH~~. The Metro JPA and City of San Diego intend to enter into an agreement under which the City of San Diego will reimburse the Metro JPA for administrative services performed by Ms. Peoples for the Metro Commission.

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

AGREEMENT

1. Services. Ms. Peoples agrees to provide clerical support and related services to facilitate monthly Metro JPA, Metro JPA Committees, Metro Commission, and Metro TAC meetings, and any special meetings that may be called, including: preparation of agendas and attachments; posting of agendas and notices in compliance with State laws; distribution via e-mail and mailing of agenda packages; attending meetings and taking action and summary minutes; distribution via e-mail of minutes; preparation of and e-mailing and mailing of all necessary correspondence; interfacing with the Chair and Commissioners by phone, e-mail and fax; facilitating and submitting monthly per diem forms for Commissioners; maintaining Metro rosters; maintaining files; preparation and tracking of Annual, Assuming and Leaving Office FPPC 700 Conflict of Interest forms; processing and tracking of all contracts and agreements entered into by the Metro JPA; providing informational updates and acting as liaison to the Webmaster; serving as a contact person for the Metro JPA, Metro JPA Committees, Metro Commission, and Metro TAC; and performance of other duties as assigned ("Administrative Services").
2. Term and Termination. The term of this Agreement shall ~~be a two (2) year period commencing April 10, 2009 and terminating April 20, 2011~~ commence on April 11, 2014 and terminate on June 30, 2016 ("Term"). This Term may be extended in a writing signed by both Parties. Either Party may terminate this Agreement upon thirty (30) calendar days written notice to the other Party.
3. Reimbursement/Payment. For the Term of this Agreement, as defined in Section 2 above, the Metro JPA agrees to pay Ms. Peoples at the rate of ~~\$50.00~~ \$52.50 per hour plus mileage at the current IRS Rate/Mile and actual costs for postage and supplies. Metro JPA will, upon submission of proper documentation, reimburse Ms. Peoples up to \$450 per quarter, or pro rata portion thereof, for cell phone, internet access, and technology costs incurred by Ms. Peoples requisite to conduct the Administrative Services.
4. Monthly Hours. The Parties estimate that Ms. Peoples will spend approximately twenty (20) hours per month providing Administrative Services to Metro Commission during the Term of this Agreement, and approximately four (4) hours per month providing Administrative Services to Metro JPA and Metro TAC during the Term of this Agreement. Metro JPA, through direction of its Chairperson, hereby reserves the right, upon mutual agreement of the Parties, to extend or otherwise modify these estimated monthly hours to obtain increased or amended Administrative Services from Ms. Peoples as necessary.

5. Invoicing. Ms. Peoples shall submit ~~monthly~~quarterly invoices to the Metro JPA for reimbursement of the Administrative Services provided under this Agreement. The invoices shall contain documentation of the hours Ms. Peoples spent providing Administrative Services for Metro JPA, Metro Commission, and Metro TAC. The Metro JPA shall endeavor to remit payment within thirty (30) calendar days of receipt of the invoice. Ms. Peoples ~~acknowledge~~acknowledges that the income thus derived from this agreement is taxable and will be reported to the Internal Revenue Service. Further, Ms. Peoples acknowledges that no income tax, or any other withholdings, will be withheld on this income and that, as an independent contractor, she is responsible for obtaining any required business licenses and permits.
6. Maintenance of Records. Books, documents, papers, accounting records, and other evidence pertaining to costs incurred shall be maintained by Ms. Peoples and made available for inspection by Metro JPA 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.~~
7. Indemnification. Metro JPA and Ms. Peoples each agree to defend, indemnify, protect and hold harmless the other Party, officers, employees, and agents from all claims asserted, or liability established for damages or injuries to any person or property including to the indemnifying Party's officers, employees and agents, or judgments arising directly or indirectly out of obligations, work or services herein undertaken, which arise from, are connected with, are caused by or claimed to be caused by the acts or omissions of the indemnifying Party's officers, employees and agents. The indemnifying Party's duty to indemnify and hold harmless shall not include any claims or liabilities arising from the established active negligence, sole negligence or willful misconduct of the other Party, its agents, officers or employees.
8. 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:

MS. PEOPLES:	METRO JPA:
<u>Lori Anne Peoples</u> <u>C/O City of Chula Vista</u> <u>276 Fourth Avenue</u> <u>Chula Vista, CA 91910</u> <u>Attn: Lori Anne Peoples</u>	Metro Wastewater Joint Powers Authority C/O Paula de Sousa, General Counsel 655 West Broadway 15 th Floor San Diego CA 92101 Attn: Paula de Sousa and Mark Robak <u>Cheryl Cox</u>

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[\[Signatures on following page\]](#)

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Dated: _____

Lori Anne Peoples

By: _____

Dated: _____

Metro Wastewater Joint Powers
Authority

By: _____

~~Mark Robak~~ Cheryl Cox,
Chairperson

Approved as to form:

Paula C. P. de Sousa
General Counsel
Metro Wastewater Joint Powers Authority

**AGREEMENT FOR ADMINISTRATIVE SUPPORT SERVICES
BY AND BETWEEN THE METRO WASTEWATER JOINT POWERS AUTHORITY AND
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RECITALS

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

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D. The activities of the Metro JPA, the Metro Commission, and Metro TAC require administrative staff to prepare agendas, distribute mail, prepare minutes and perform other administrative activities to assure the Metro JPA, Metro Commission, and Metro TAC function within the legal requirements of State law and in a constructive and positive manner; and

E. The Metro JPA, Metro Commission, and Metro TAC do not currently employ staff to perform these administrative clerical services; and

F. Ms. Peoples desires to perform administrative services for the Metro JPA, Metro Commission, and Metro TAC; and

G. The Metro JPA intends to charge each Participating Agency a share of the cost of the administrative services provided by Ms. Peoples, based on each Participating Agency’s proportionate flow in the Metropolitan Sewerage System as set during the Metro JPA annual budget process; and

H. The Metro JPA and City of San Diego intend to enter into an agreement under which the City of San Diego will reimburse the Metro JPA for administrative services performed by Ms. Peoples for the Metro Commission.

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5. Invoicing. Ms. Peoples shall submit quarterly invoices to the Metro JPA for reimbursement of the Administrative Services provided under this Agreement. The invoices shall contain documentation of the hours Ms. Peoples spent providing

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[Signatures on following page]

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Dated: _____

Lori Anne Peoples

By: _____

Dated: _____

Metro Wastewater Joint Powers Authority

By: _____

Cheryl Cox, Chairperson

Approved as to form:

Paula C. P. de Sousa
General Counsel
Metro Wastewater Joint Powers Authority

AGENDA ITEM 8
Attachment
(JPA Mid-Year Financial
Update)

Metro Wastewater JPA
Treasurer's Report
Six months ending December 31, 2013

Metro Wastewater JPA
Treasurer's Report
Six months ending December 31, 2013
Unaudited

Beginning Cash Balance at July 1, 2013	\$ 212,980
Operating Results	
Membership dues & interest income	114,296
Expenses	<u>(126,942)</u>
Net Income (Loss)	(12,646)
Net change in receivables & payables (see cash flow statement)	<u>84,509</u>
Cash provided by (used in) operating activities	71,863
Ending Cash Balance at December 31, 2013	<u><u>\$ 284,843</u></u>

Submitted by:

Karen Jassoy, Treasurer, 2/20/14

Metro Wastewater JPA

Balance Sheet

As of December 31, 2013 and June 30, 2013

Unaudited

	<u>Dec 31, 2013</u>	<u>Jun 30, 2013</u>	<u>\$ Change</u>
ASSETS			
Checking/Savings			
California Bank & Trust - Savings	\$ 275,984	\$ 203,685	\$ 72,299
California Bank & Trust - Checking	<u>8,859</u>	<u>9,295</u>	<u>(436)</u>
Total Checking/Savings	284,843	212,980	71,863
Accounts Receivable	<u>5,259</u>	<u>9,104</u>	<u>(3,845)</u>
TOTAL ASSETS	<u><u>\$ 290,102</u></u>	<u><u>\$ 222,084</u></u>	<u><u>\$ 68,018</u></u>

LIABILITIES & EQUITY

Liabilities			
Accounts Payable	\$ 41,985	\$ 75,579	\$ (33,594)
Unearned Membership Billings	<u>114,258</u>	<u>-</u>	<u>114,258</u>
Total Liabilities	156,243	75,579	80,664
Fund Balance			
At Beginning of Period	146,505	115,570	30,935
Net Income	<u>(12,646)</u>	<u>30,935</u>	<u>(43,581)</u>
At End of Period	<u>133,859</u>	<u>146,505</u>	<u>(12,646)</u>
TOTAL LIABILITIES & EQUITY	<u><u>\$ 290,102</u></u>	<u><u>\$ 222,084</u></u>	<u><u>\$ 68,018</u></u>

<i>Fund balance at 12/31/13</i>	<i>\$ 133,859</i>	
<i>2014 JPA Required Operating Reserve</i>	<i>76,205</i>	
<i>Based on 4 months of Operating Expenditures</i>	<u></u>	
<i>Over (under) required reserve</i>	<i>\$ 57,654</i>	

Metro Wastewater JPA
Profit & Loss Budget vs. Actual
July through December 2013
Unaudited

	<u>Actual</u>	<u>Budget</u>	<u>Over (Under) Budget</u>
Income			
Membership Dues	\$ 114,258	\$ 114,258	\$ -
Interest Income	38	52	(14)
Total Income	\$ 114,296	\$ 114,310	\$ (14)
Expense			
Administrative Assistant	\$ -	\$ 1,800	\$ (1,800)
Admin & Treasury Services-Padre	8,494	9,502	(1,008)
Atkins	87,646	64,599	23,047
Audit Fees	-	-	-
Contingencies	-	-	-
Dues & Subscriptions	-	300	(300)
Legal - BB&K	21,081	17,498	3,583
JPA/TAC meeting expenses	1,686	2,498	(812)
Mileage Reimbursement	-	1,000	(1,000)
Miscellaneous	-	225	(225)
Office Supplies	-	250	(250)
Per Diem - Agency	7,500	9,998	(2,498)
Public Information	535	412	123
Telephone	-	225	(225)
Total Expense	\$ 126,942	\$ 108,307	\$ 18,635
Net Income	<u><u>\$ (12,646)</u></u>	<u><u>\$ 6,003</u></u>	<u><u>\$ (18,649)</u></u>

Metro Wastewater JPA
Statement of Cash Flows
July through December 2013
Unaudited

OPERATING ACTIVITIES

Net Income	\$ (12,646)
Adjustments to reconcile Net Income to net cash provided by operations:	
Accounts Receivable	3,845
Accounts Payable	(33,594)
Unearned Membership Billings	<u>114,258</u>
Net cash provided by Operating Activities	<u>71,863</u>
Net cash increase for period	71,863
Cash at beginning of period	<u>212,980</u>
Cash at end of period	<u><u>\$ 284,843</u></u>

Metro Wastewater JPA
A/R Aging Summary
As of December 31, 2013

	<u>Current</u>	<u>1 - 30</u>	<u>31 - 60</u>	<u>61 - 90</u>	<u>> 90</u>	<u>TOTAL</u>
City of San Diego - Metro Wastewater Dept	<u>\$ -</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>5,259.03</u>	<u>\$ 5,259.03</u>
TOTAL	<u>\$ -</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>5,259.03</u>	<u>\$ 5,259.03</u>

Metro Wastewater JPA
Vendor Balance Summary
As of December 31, 2013

Padre Dam	\$	21,589.20	*
Atkins North America		18,207.80	*
Best, Best and Krieger		<u>2,187.89</u>	*
Total	\$	<u><u>41,984.89</u></u>	

AGENDA ITEM 9
Attachment
(Atkins Contract Status)

Atkins North America
Budget Versus Actual
Budget As of January 2014

FYE2013				FYE 2014 Budget			Budget As of January 2014			
	FYE 2013 Budget	FYE 2013 Projected Year End	Difference		FYE 2014 Budget	Difference From 2013	Spent	Remaining	% Spent	Months Elapsed
1000 Routine Support Services Support MetroTAC Attend Metro Commission Support Metro Finance	\$ 30,040.00	\$ 30,040.00	\$ -	1000 Routine Support Services Support MetroTAC Attend Metro Commission Support Metro Finance	\$ 30,040.00	\$ -	\$ 15,105.00	\$ 14,935.00	50%	58%
2000 2010 & 11 Exhibit E Audit Review 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	\$ 26,600.00	\$ -	2000 2011,2012, 2013 Audits 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	\$ -	\$ 13,490.00	\$ 13,110.00	51%	58%
3000 Budget Review	\$ 9,120.00	\$ 1,500.00	\$ (7,620.00)	3000 Budget & CIP Review	\$ 6,080.00	\$ (3,040.00)		\$ 6,080.00	0%	58%
4000 Special Projects				4000 Special Projects						
4001 General Metro TAC Support	\$ 14,080.00	\$ 20,000.00	\$ 5,920.00	4001 General Metro TAC Support	\$ 14,080.00	\$ -	\$ 26,257.50	\$ (12,177.50)	186%	58%
4002 Rate Case & Rate Case Audit	\$ 7,600.00	\$ 4,800.00	\$ (2,800.00)	4002 Rate Case & Rate Case Audit	\$ 8,740.00	\$ 1,140.00		\$ 8,740.00	0%	58%
4003 Resolve Reclaimed Issues	\$ 8,740.00	\$ 1,000.00	\$ (7,740.00)	4003 Resolve Reclaimed Issues	\$ 8,740.00	\$ -		\$ 8,740.00	0%	58%
4004 Reclaimed Water Pricing Study	\$ 7,600.00		\$ (7,600.00)	4004 Reclaimed Water Pricing Study	\$ 7,600.00	\$ -		\$ 7,600.00	0%	58%
4005 Reclaimed Cost Allocations	\$ 9,500.00	\$ 5,000.00	\$ (4,500.00)	4005 Reclaimed Cost Allocations	\$ 11,400.00	\$ 1,900.00		\$ 11,400.00	0%	58%
5000 Engineering Support	\$ 15,200.00	\$ 4,200.00	\$ (11,000.00)	5000 Engineering Support	\$ 15,150.00	\$ (50.00)	\$ 38,325.00	\$ (23,175.00)	253%	58%
Direct Expenses	\$ 712.00	\$ 4,882.22	\$ 4,170.22	Direct Expenses	\$ 762.00	\$ 50.00	\$ 1,368.50	\$ (606.50)	180%	58%
Total	\$ 129,192.00	\$ 98,022.22	\$ (31,169.78)	Total	\$ 129,192.00	\$ -	\$ 94,546.00	\$ 34,646.00		

73% 27%