



METRO TAC AGENDA
(Technical Advisory Committee to Metro JPA)

TO: Metro TAC Representatives and Metro Commissioners

DATE: Wednesday, May 15, 2013

TIME: 11:00 p.m. to 1:30 p.m.

LOCATION: MWWD, 9192 Topaz Way, (MOC II Auditorium) – Lunch will be provided

****PLEASE DISTRIBUTE THIS NOTICE TO METRO COMMISSIONERS AND METRO TAC REPRESENTATIVES****

- 1) Review and Approve MetroTAC Action Minutes for the Meetings of [April 17, 2013](#) (**Attachment**)
- 2) Pt. Loma Wastewater Treatment Plant Waiver Overview (Scott Tulloch) (**Attachments**)
- 3) Celebrating 50 Years San Diego Metropolitan Sewerage System (Cheryl Lester)
- 4) Metro FYE 2014 Metro O&M and CIP Budgets (Lee Ann Jones Santos)
- 5) Metro Commission/JPA Board Meeting Recap (Standing Item)
- 6) Consideration and Possible Action to Approve the FY 2013-2014 Metro Wastewater JPA Budget (**Attachment**)
- 7) Consideration and Possible Action to Approve the FY 2013-2014 Atkins Contract (**Attachment**)
- 8) Consideration and Possible Action to Approve Amendment to the FY 2013-2014 Treasurers Contract (**Attachment**)
- 9) Consideration and Possible Action to Approve Amendment to the FY 2013-2014 Webmaster Contract (**Attachment**)
- 10) Consideration and Possible Action to Approve Amendment to the FY 2013-2014 City of San Diego Contract (**Attachment**)
- 11) Consideration and Possible Action to Approve Amendment to the FY 2013-2014 Contract with Lori Anne Peoples (**Attachment**)
- 12) Metro Wastewater Update (Standing Item)
- 13) Metro Capital Improvement Program and Funding Sources (Standing Item)
- 14) Potential Changes to the JPA Website (Greg Humora) (**Attachment**)

- 15) Financial Update (Karyn Keese)
- 16) MetroTAC Work Plan (Standing Item) (**Attachment**)
- 17) Padre Dam Mass Balance Correction (Standing Item)
- 18) Metro Strength Based Billing Evaluation Draft Report (Standing Item)
- 19) Metro TAC/JPA Master List (**Attachment**)
- 20) Review of Items to be Brought Forward to the next Metro Commission/Metro JPA Meeting of **June 6, 2013**
- 21) Other Business of Metro TAC
- 22) Adjournment ([To the next Regular Meeting, June 19, 2013](#))

| <u>Metro TAC 2013 Meeting Schedule</u> | | |
|---|-----------|--------------|
| January 16 | May 15 | September 18 |
| February 20 | June 19 | October 16 |
| March 20 | July 17 | November 20 |
| April 17 | August 21 | December 18 |

| | | |
|-------------|-----------|--------------|
| January 16 | May 15 | September 18 |
| February 20 | June 19 | October 16 |
| March 20 | July 17 | November 20 |
| April 17 | August 21 | December 18 |

AGENDA ITEM 1

Attachment

Metro TAC
(Technical Advisory Committee to Metro Commission/JPA)

ACTION MINUTES

DATE OF MEETING: April 17, 2013
TIME: 11:00 AM
LOCATION: MWWD, MOC II, Conference Room 2E

MEETING ATTENDANCE:

Greg Humora, La Mesa
Al Lau, Padre Dam MWD
Dennis Davies, El Cajon
Tom Howard, Poway
Bob Kennedy, Otay WD
Rita Bell, Otay WD
Dan Brogadir, County of San Diego
Roberto Yano, Chula Vista
Ed Walton, Coronado

Eric Minicilli, Del Mar
Edgar Patino, City of San Diego
Peggy Merino, City of San Diego
Lee Ann Jones-Santos, City of San Diego
Guann Hwang, City of San Diego
Jaime Richards, City of San Diego
Tung Phung, City of San Diego
Karyn Keese, Atkins

1. **Review and Approve MetroTAC Action Minutes for the Meetings of March 20, 2013**
On a motion by Tom Howard and seconded by Eric Minicilli the minutes passed unanimously.
2. **Metro Commission/JPA Board Meeting Recap**
The Metro Commission/JPA did not meet in April.
3. **ACTION: Point Loma Digesters Cleaning Project (Tung Phung)**
PUD staff reviewed the project to clean Digesters C2/N1/N2 at Point Loma for \$2.6 million. The digesters at Point Loma require cleaning every 5 to 8 years. There are 8 digesters at Point Loma, 3 will be cleaned this year, 3 next year, and 2 in 2015. This action is just for the three to be cleaned this year. The contract will be going to NRC in May and City Council in June. Upon a motion by Eric Minicilli, seconded by Tom Howard the Metro TAC unanimously approved this contract and moving it forward to the Metro Commission/JPA at their June meeting.
4. **IRWMP Meeting Recap (Bob Kennedy)**
Bob Kennedy reviewed the April 3, 2013 meeting of the San Diego IRWMP. Minutes from this meeting can be found at Agenda Item No 4 to the Metro TAC April 17, 2013 agenda packet.
5. **Potential Changes to the JPA Website (Greg Humora)**
Chairman Humora would like to see the JPA website updated, better organized, and contain more information for members of the JPA and the general public. Karyn Keese noted that the website had been compromised several months ago and that BBK and Atkins can no longer access the website because of security concerns by their IT departments that the website has inadequate security. This item will be placed on the May Metro TAC agenda where the website will be shown on the meeting room screen so that changes can be suggested by Metro TAC members and the website can be updated and improved during FYE 2014.

6. Metro Wastewater Update (Standing Item)

Lee Ann Jones Santos discussed the FYE 2014 Metro operating and CIP budgets. The operating budget had been released by the Mayor earlier in the week. PUD staff will be bringing a presentation to the Metro TAC on the operating and CIP budgets in May. The FYE 2014 budget is projected to remain similar in dollar amounts to the FYE 2013 budget and staff is working to lower the operating budget below FYE 2013 levels.

IROC will be receiving a briefing on the PUD rate case on May 20, 2013. Karyn Keese will attend. IROC met with the Mayor and mainly discussed the needs for customer service improvements. The Mayor proposed that solar panels should be installed on all City buildings and vacant land due to SDG&E proposed rate increases.

Ms. Jones Santos handed out a summary of the closeout of fiscal year ends 2009 and 2010 which included the Padre Dam adjustment (Attachment A to these minutes). Discussion ensued as to whether the attorney's group wants the two years closed out with or without the Padre Dam adjustment. Roberto Yano will contact Glenn Goggins, his City Attorney and have him contact Ms. Jones Santos on how to proceed. Ms. Jones Santos stated that she would like to resolve this issue and close out these two years within the next two months.

7. Metro Capital Improvement Program and Funding Sources (Standing Item)

There was no update this month. PUD staff will be presenting the FYE 2014 CIP and the 2013 third quarterly update in May.

8. Financial Update (Standing Item)

Karyn Keese reported on the following items:

- PUD staff provided an explanation of capital assets versus annual depreciation in response to a question by Al Lau. No further information is needed.
- The FYE2010 Exhibit E Management Letter was provided in the agenda packet. No further information is needed.
- The FYE2014 JPA budget will go to the Metro TAC and Finance Committee in May and to the Metro Commission/JPA in June.
- Atkins North America FYE2014 scope was reviewed. It is essentially the same as the FYE2013 scope of work. Scott Tulloch has joined Atkins and will be providing engineering support on the waiver process and the implementation of IPR and secondary equivalency.

9. MetroTAC Work Plan (Standing Item)

The Work Plan was updated in multiple areas. The updated work plan is included in this agenda packet under its standing item. The updates for April are shown in red italics.

10. Padre Dam Mass Balance Correction (Standing Item)

The PAs Attorney's group will be sending a joint response to San Diego's/Padre Dam's letter of February 5, 2013 by April 23, 2013.

11. Metro Strength Based Billing Evaluation Draft Report (Standing Item)

Quann Hwang is preparing an implementation plan for the recommendations included in the Brown & Caldwell report. He will include costs associated with each recommendation. This item will stay as a standing item until final implementation is complete. The implementation plan will also address the potential undercharge to the City of San Diego for North City recycled water flows.

12. Review of Items to be brought forward to the next Metro Commission/Metro JPA Meeting May 2, 2013.

It was the consensus of the Metro TAC members and San Diego staff that Item 3 could wait until the June 6, 2013 Metro Commission/JPA meeting. The May 2nd meeting will be primarily for training of Metro JPA members/alternates.

13. Other Business of Metro TAC.

There was no other business of Metro TAC.

14. Adjournment (To the next Regular Meeting, May 15, 2013)

ATTACHMENT A

CITY OF SAN DIEGO - PUBLIC UTILITIES DEPARTMENT
ACTUAL DISTRIBUTION OF SYSTEM WASTEWATER COSTS
FUNCTIONAL-DESIGN BASED ALLOCATION METHOD
FISCAL YEARS 2009 & 2010

| AGENCY | FY 2009 TOTAL FLOW SS & COD | FY 2009 TOTAL PAID | FY 2009 DUE (REFUND) | FY 2010 TOTAL FLOW SS & COD | FY 2010 TOTAL PAID | FY 2010 DUE (REFUND) | FY 2010 OPERATING RESERVE | FY 2010 NET DUE (REFUND) | FY 2009 & 2010 DUE (REFUND) |
|-------------------|--------------------------------|-----------------------|-------------------------|--------------------------------|-----------------------|-------------------------|---------------------------------|--------------------------------|--------------------------------|
| CHULA VISTA | \$17,002,671 | \$16,418,852 | \$583,819 | \$18,271,778 | \$18,395,320 | (\$123,542) | \$109,613 | (\$13,929) | \$569,890 |
| CORONADO | \$1,666,797 | \$1,933,484 | (\$266,687) | \$1,596,408 | \$2,256,664 | (\$660,276) | \$9,577 | (\$650,699) | (\$917,386) |
| DEL MAR | \$613,868 | \$646,076 | (\$32,208) | \$653,814 | \$730,352 | (\$76,538) | \$3,922 | (\$72,616) | (\$104,824) |
| EAST OTAY MESA | \$4,250 | \$5,380 | (\$1,130) | \$22,259 | \$41,316 | (\$19,057) | \$134 | (\$18,923) | (\$20,053) |
| EL CAJON | \$7,022,563 | \$7,387,872 | (\$365,309) | \$7,378,124 | \$8,315,260 | (\$937,136) | \$44,261 | (\$892,875) | (\$1,258,184) |
| IMPERIAL BEACH | \$2,210,968 | \$1,939,344 | \$271,624 | \$2,400,804 | \$2,221,256 | \$179,548 | \$14,402 | \$193,950 | \$465,574 |
| LA MESA | \$4,632,490 | \$4,433,748 | \$198,742 | \$4,837,538 | \$4,862,096 | (\$24,558) | \$29,020 | \$4,462 | \$203,204 |
| LAKESIDE/ALPINE | \$2,837,447 | \$2,783,612 | \$53,835 | \$2,979,725 | \$3,166,232 | (\$186,507) | \$17,875 | (\$168,632) | (\$114,797) |
| LEMON GROVE | \$2,031,024 | \$1,945,616 | \$85,408 | \$2,192,249 | \$2,179,968 | \$12,281 | \$13,151 | \$25,432 | \$110,840 |
| NATIONAL CITY | \$4,055,223 | \$4,492,652 | (\$437,429) | \$4,754,221 | \$5,026,448 | (\$272,227) | \$28,521 | (\$243,706) | (\$681,135) |
| OTAY | \$864,882 | \$1,043,540 | (\$178,658) | \$970,974 | \$981,112 | (\$10,138) | \$5,825 | (\$4,313) | (\$182,971) |
| PADRE DAM | \$2,803,795 | \$5,410,652 | (\$2,606,857) | \$2,935,522 | \$6,302,500 | (\$3,366,978) | \$17,610 | (\$3,349,368) | (\$5,956,225) |
| POWAY | \$3,242,648 | \$2,686,544 | \$556,104 | \$3,282,447 | \$3,048,904 | \$233,543 | \$19,691 | \$253,234 | \$809,338 |
| SPRING VALLEY | \$6,453,641 | \$5,402,040 | \$1,051,601 | \$7,065,474 | \$6,143,768 | \$921,706 | \$42,386 | \$964,092 | \$2,015,693 |
| WINTERGARDENS | \$819,604 | \$720,548 | \$99,056 | \$864,307 | \$816,192 | \$48,115 | \$5,185 | \$53,300 | \$152,356 |
| TOTAL PA's | \$56,261,871 | \$57,249,960 | (\$988,089) | \$60,205,644 | \$64,487,408 | (\$4,281,764) | \$361,175 | (\$3,920,589) | (\$4,908,678) |

AGENDA ITEM 2

Attachment



Atkins North America, Inc.
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San Diego, California 92130

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Fax: +1.858.259.0741

www.atkinsglobal.com/northamerica

SAN DIEGO WASTEWATER SYSTEM/MODIFIED PERMIT (WAIVER)

- Point Loma Wastewater Treatment Plant (PLWTP) – 240 MGD
- North City Water Reclamation Plant (NCWRP) – 30 MGD
- South Bay Water Reclamation Plant (SBWRP) – 15 MGD
- Metro Biosolids Center
- Point Loma and South Bay Ocean Outfalls
- Metro Wastewater Pump Stations
- Muni Wastewater Collection System

- Treatment /Process Levels
 - > Primary
 - > Advanced Primary
 - > Secondary
 - > Tertiary

- Clean Water Act (1972)
 - > Treatment Plant Permits Required
 - > Secondary Treatment

- Wastewater plants must get a permit or modified permit (waiver) every 5 years (involves EPA, RWQCB, SWRCB and CCC)

- Ocean Pollution Reduction Act (OPRA) (1994)
 - > Congressman Filner sponsored
 - > Allowed San Diego to apply for a waiver
 - > In return San Diego built the NCWRP and SBWRP

Since then:

- > San Diego applies for a waiver every 5 years
- > To get environmental community support of waivers:
 - San Diego did refined estimate of cost to convert PLWTP to 240 MGD secondary (\$1 billion capital cost without financing or operating costs)
 - Did comprehensive review and upgrade of Ocean Monitoring Program
 - Did studies and demonstration projects of converting reclaimed water to Indirect Potable Water
 - The current permit/waiver expires in 2015

CONCEPT

- Divert 100 MGD of wastewater upstream of PLWTP to Indirect Potable Reuse at San Vicente and Otay Reservoirs
- Reduce PLWTP permit to 140 MGD Advanced Primary
- PLWTP has run as high as 180 MGD without any negative impact to the ocean environment
- Enact Federal legislation to allow PLWTP to remain at 140 MGD Advanced Primary getting permits every 5 years in return for creating 100 MGD of Indirect Potable Water Capacity

Note: Cost estimates need to be done for a 80 to100 MGD Indirect Potable Reuse System and a 140 MGD Secondary PLWTP but 140 MGD of Secondary would probably be \$500 to \$600 million in capital costs with no improvement for the environment

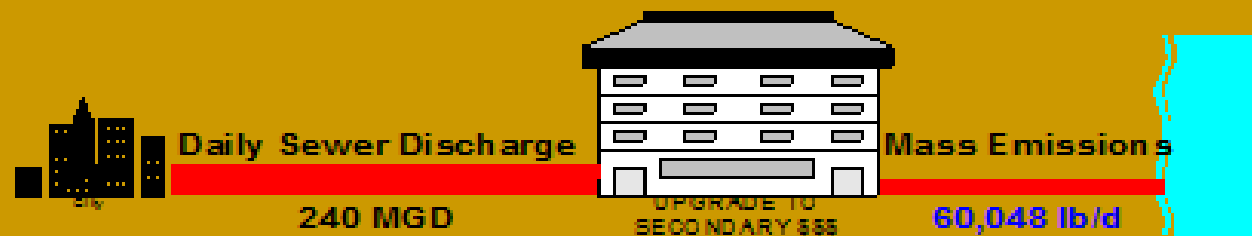


SECONDARY EQUIVALENCY

ADVANCED PRIMARY TREATMENT LEVEL



SECONDARY TREATMENT LEVEL



ADVANCED PRIMARY TREATMENT LEVEL SECONDARY EQUIVALENCY



AGENDA ITEM 6

Attachment

**Metro Wastewater JPA
Proposed Budget FY '14**

| | FY '13 | | FY '14 | | | Notes on FY '13 Budget Preparation |
|--|----------------------|-------------------------|----------------------|----------------------------|-------------------------------|---|
| | Budget (Approved) | Projected @ May 2013 | Budget (Proposed) | Diff from FY '13 Budget | Diff from FY '13 Projected | |
| Income | | | | | | |
| Membership Dues | \$ 223,515 | \$ 223,515 | \$ 228,515 | \$ 5,000 | \$ 5,000 | Required amount to break even |
| Interest Income | 100 | 80 | 100 | - | 20 | Estimated |
| Total Income | 223,615 | 223,595 | 228,615 | 5,000 | 5,020 | |
| Expense | | | | | | |
| Consultant - Atkins | 129,195 | 98,022 | 129,195 | - | 31,173 | Use contract amount per Karyn Keese |
| Legal - BB&K | 35,000 | 23,000 | 35,000 | - | 12,000 | Budget at \$35K for FY 13/14 per Paula (Reclaimed water revenue issue/waiver) |
| Per Diems - Board | 22,000 | 11,800 | 20,000 | (2,000) | 8,200 | Slight decrease from prior year based on trend |
| Treasury Support - Padre Dam | 14,000 | 14,000 | 19,000 | 5,000 | 5,000 | Contract, plus additional for JPA audit and possible additional City audits |
| Metro/JPA/TAC meetings | 5,000 | 3,727 | 5,000 | - | 1,273 | Keep same as prior year |
| Audit | 5,000 | - | 12,000 | 7,000 | 12,000 | Required audit - prior estimate too low |
| Administrative Support-LP | 3,600 | 1,850 | 3,600 | - | 1,750 | Estimate \$300/month. Contract for 13/14 max \$3600 |
| Mileage Reimbursement | 2,000 | 224 | 2,000 | - | 1,776 | Historically more mileage had been charged. Keep same as last year's budget |
| Web Site | 820 | 960 | 820 | - | (140) | \$60 per month + \$100 domain name |
| Supplies, Printing, Postage | 500 | 404 | 500 | - | 96 | Historical |
| Telephone | 450 | 360 | 450 | - | 90 | \$90/quarter + small cushion |
| Bank Charges | 200 | - | 200 | - | 200 | Prior year's fees waived. |
| Dues and Subscriptions | 600 | 550 | 600 | - | 50 | Historical - S.C. Alliance of Public Treatment Works |
| Studies / Strategic Plan | - | - | - | - | - | Strategic Plan completed in FY '12 |
| Miscellaneous | 250 | - | 250 | - | 250 | Placeholder for unexpected small charges |
| Contingencies | 5,000 | - | - | (5,000) | - | Reserves high enough - no need for additional contingency |
| Total Expense | 223,615 | 154,898 | 228,615 | 5,000 | 73,717 | |
| Net Ordinary Income | \$ - | \$ 68,697 | \$ - | \$ - | \$ (68,697) | |
| Fund Balance at 6/30/12 | | | \$ 115,570 | | | |
| Projected Net Income for FY '13 | | | 68,697 | | | |
| Projected Fund Balance @ 6/30/13 | | | 184,267 | | | |
| FY '14 JPA Required Operating Reserve (4 Months Operating Expenses) | | | 76,205 | | | |
| Projected Fund Balance @ 6/30/13 Over/(Under) Required Reserves | | | \$ 108,062 | | | |

**Metro Wastewater JPA
Agency Cost Allocations FY '13**

| | FY '14 (Proposed) | | |
|---|---|---|----------------------------------|
| | Metro Flow 2014 forecast (MGD) | Commission Flow Distribution % | Total Agency Billings |
| Chula Vista | 17.231 | 28.34% | \$ 64,761 |
| Coronado | 2.200 | 3.62% | \$ 8,268 |
| County of SD * | 11.717 | 19.27% | \$ 44,037 |
| Del Mar | 0.577 | 0.95% | \$ 2,169 |
| El Cajon | 8.200 | 13.49% | \$ 30,818 |
| Imperial Beach | 2.250 | 3.70% | \$ 8,456 |
| La Mesa | 4.837 | 7.96% | \$ 18,179 |
| Lemon Grove | 2.254 | 3.71% | \$ 8,471 |
| National City | 4.571 | 7.52% | \$ 17,179 |
| Otay Water District | 0.395 | 0.65% | \$ 1,485 |
| Padre Dam MWD | 3.000 | 4.93% | \$ 11,275 |
| Poway | 3.570 | 5.87% | \$ 13,417 |
| Total Flow | 60.802 | 100.00% | \$ 228,515 |
| Total Required Agency Billings from P&L | | | \$ 228,515 |

| Prior Year | |
|-------------------|-----------------|
| FY '13 | |
| Flow | Billings |
| 16.748 | \$ 60,742 |
| 2.200 | \$ 7,979 |
| 11.776 | \$ 42,709 |
| 0.675 | \$ 2,448 |
| 9.000 | \$ 32,641 |
| 2.250 | \$ 8,160 |
| 5.066 | \$ 18,373 |
| 2.248 | \$ 8,153 |
| 4.571 | \$ 16,578 |
| 0.395 | \$ 1,433 |
| 3.220 | \$ 11,678 |
| 3.480 | \$ 12,621 |
| 61.629 | \$ 223,515 |

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

AGENDA ITEM 7

Attachment

**METRO JPA/TAC
Staff Report**

Date: May 6, 2013

Subject Title: As Needed Engineering and Financial Services Contract FYE 2014
Atkins North America, Inc.

Requested Action: Approve FYE 2014 Contract

Recommendations:

| | |
|---|--|
| Metro TAC: | |
| IROC: | |
| 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% JPA |
| Financial impact of this issue on the Metro JPA: | \$129,192 |

Capital Improvement Program: N/A

| | |
|-------------------|--|
| New Project? | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| Existing Project? | Yes <input type="checkbox"/> No <input type="checkbox"/> upgrade/addition <input type="checkbox"/> change <input type="checkbox"/> |

Comments/Analysis:

The bottom line amount of this contract remains the same as FYE 2013. Hourly billing rates are unchanged. Some of the budget has been moved from Task 3000, Budget Review to Tasks 4002 and 4005. In addition, the number of Finance Committee meetings has been reduced to 4 from 8 and the meals eliminated from Direct Costs. A line item has been added for mileage and parking under direct costs to cover the estimated costs by Scott Tulloch's attendance at meetings of the Water Reliability Coalition, etc.

A summary of the estimated 2013 year end for Atkins' contract and the proposed budget for FYE 2014 is attached to this staff report. The proposed contract for FYE 2014, as prepared by BBK, is

included with this staff report. Exhibit A to the contract contains the full Atkins scope of work. Exhibit B includes the proposed labor and direct expenses.

Please contact Karyn Keese at 858-514-1008 if you have any questions.

Previous TAC/JPA Action:

Additional/Future Action:

City Council Action: N/A

Atkins North America
Projected FYE 2013 and Proposed FYE 2014 Budget

| FYE2013 | | | | FYE 2014 Budget | | |
|---|--------------------|-----------------------------------|----------------|--|--------------------|-------------------------|
| | FYE 2013 Budget | FYE 2013 Projected Year-End | Difference | | FYE 2014 Budget | Difference From 2013 |
| 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 | \$ - |
| 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 | \$ - |
| 3000 Budget Review | \$ 9,120.00 | \$ 1,500.00 | \$ (7,620.00) | 3000 Budget & CIP Review | \$ 6,080.00 | \$ (3,040.00) |
| 4000 Special Projects | \$ 14,080.00 | \$ 20,000.00 | \$ 5,920.00 | 4000 Special Projects | \$ 14,080.00 | \$ - |
| 4001 General Metro TAC Support | \$ 7,600.00 | \$ 4,800.00 | \$ (2,800.00) | 4001 General Metro TAC Support | \$ 8,740.00 | \$ 1,140.00 |
| 4002 Rate Case & Rate Case Audit | \$ 8,740.00 | \$ 1,000.00 | \$ (7,740.00) | 4002 Rate Case & Rate Case Audit | \$ 8,740.00 | \$ - |
| 4003 Resolve Reclaimed Issues | \$ 7,600.00 | \$ 5,000.00 | \$ (2,600.00) | 4003 Resolve Reclaimed Issues | \$ 7,600.00 | \$ - |
| 4004 Reclaimed Water Pricing Study | \$ 9,500.00 | \$ 5,000.00 | \$ (4,500.00) | 4004 Reclaimed Water Pricing Study | \$ 11,400.00 | \$ 1,900.00 |
| 4005 Reclaimed Cost Allocations | \$ 15,200.00 | \$ 4,200.00 | \$ (11,000.00) | 4005 Reclaimed Cost Allocations | \$ 15,150.00 | \$ (50.00) |
| 5000 Engineering Support | \$ 712.00 | \$ 4,882.22 | \$ 4,170.22 | 5000 Engineering Support | \$ 762.00 | \$ 50.00 |
| Direct Expenses | | | | Direct Expenses | | |
| Total | \$ 129,192.00 | \$ 98,022.22 | \$ (31,169.78) | Total | \$ 129,192.00 | \$ - |

**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, 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 2013-14.

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 \$129,192.00] for fiscal year 2013-14. 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, 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 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)

(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.

(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.

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.

(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) |

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). 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.

(ii) All policies 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.

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 to do business in California and maintain an agent for process within the state. 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 acquire the necessary insurance for the Consultant and deduct the cost thereof from the appropriate progress payments due the Consultant.

(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.

(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

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 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:

| METRO JPA: | CONSULTANT: |
|--|---|
| Metro Wastewater JPA c/o La Mesa City Hall 8130 Allison Ave., La Mesa, CA 91942 Attn: c/o Greg Humora, City of La Mesa | Atkins North America, Inc. 3570 Carmel Mountain Road, Suite 300 San Diego, CA 92130 Attn: 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, 2012, 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: _____
Carmen Kasner P.E.
Vice President

APPROVED AS TO FORM:

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

EXHIBIT A
Scope of Services

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

May 6, 2013

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/ JPA/Commission 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.

B. Routine Audit Review – Public Utilities Department (PUD), Wastewater Operations Branch Exhibit E Audit Review – FYEs 2011, 2012, and 2013.

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. 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 2014

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. 2012 Wastewater Rate Case – During FYE 2012 and 2013 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 not be completed until December 2014.

E. FYE 2014 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 due out for review in July 2011 but to date has not been received. It is our understanding that while recycled water is not in the scope of the PUD's 2012 rate case that it will be a companion report to it for possible adoption during the 2012 rate case 218 processes in FYE 2014.

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 2013)

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 2013).

- F. Metro TAC Staff Support – This task includes 6 hours per month for unforeseen financial analysis and consulting. Atkins will support, as-needed, the items contained in the Metro TAC FYE 2014 Work plan. One key issue that will continue during FYE 2014 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 potential 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 JPA/Commission. 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 that was included as an Appendix to the City of San Diego Recycled Water Final Report. 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 MWWDD 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.

EXHIBIT B

Schedule of Charges/Payments

LABOR ESTIMATEProject Name: **As-Neede Financial & Engineering Services****FYE 2014**Client/Owner: **Metro Wastewater JPA**Project Manager: **Karyn Keese**Prepared By: **Karyn Keese**

Proj/Prop No.:

Date: **May 6, 2013****FEE SUMMARY**

| <u>ITEM</u> | <u>TOTAL</u> |
|------------------|--------------|
| Labor | \$128,430 |
| Outside Services | \$0 |
| Direct Costs | \$762 |

TOTAL \$129,192**BILLING RATES****ENGINEERING SERVICES**

| | |
|---------------------------------|-------|
| Engineering Aide - EA | \$70 |
| Engineer I - EI | \$105 |
| Engineer II - EII | \$115 |
| Engineer III - EIII | \$120 |
| Senior Engineer I - SEI | \$130 |
| Senior Engineer II - SEII | \$140 |
| Senior Engineer III - SEIII | \$145 |
| Supervising Engineer I - SPEI | \$155 |
| Supervising Engineer II - SPEII | \$170 |
| Principal Engineer I - PRI | \$180 |
| Principal Engineer II - PRII | \$196 |
| Principal Engineer III - PRIII | \$175 |
| Principal Engineer IV - PRIV | \$219 |

ADMINISTRATIVE SERVICES

| | |
|------------------------------------|-------|
| Admin Assistant I/Clerk - AI | \$60 |
| Admin Assistant II (N6) - AII | \$65 |
| Admin Assistant III (N7) - AIII | \$75 |
| Sr. Admin Assistant I (N8) - SAI | \$80 |
| Sr. Admin Assistant II (N9) - SAII | \$85 |
| Sr. Admin Assistant III - SAIII | \$100 |
| Senior Administrator - SA | \$110 |

OTHER PROFESSIONAL SERVICES

| | |
|--|-------|
| Professional I/GIS Analyst - PI | \$88 |
| Professional II/GIS Analyst II - PII | \$101 |
| Sr. Prof. I/Sr. GIS Analyst I - SPI | \$122 |
| Sr. Prof II/Sr. GIS Analyst II - SPII | \$135 |
| Sr. Prof III/Sr. GIS Analyst III - SPIII | \$150 |
| Supervising Professional - SP | \$170 |
| Principal Professional - PP | \$190 |

PUBLIC AFFAIRS SERVICES

| | |
|---------------------------------|-------|
| Project Manager - PM | \$170 |
| Comm Relations Specialist - CRS | \$140 |
| Assistant Project Manager - APM | \$125 |
| Account Coordinator - AC | \$80 |

ENVIRONMENTAL SCIENCE

| | |
|------------------------------|-------|
| Research Assistant - RA | \$60 |
| Assistant Scientist - AS | \$85 |
| Scientist I - SI | \$100 |
| Scientist II - SII | \$120 |
| Scientist III - SIII | \$130 |
| Senior Scientist I - SSI | \$140 |
| Senior Scientist II - SSII | \$165 |
| Senior Scientist III - SSIII | \$185 |
| Senior Scientist IV - SSIV | \$220 |

CONSTRUCTION RELATED SERVICES

| | |
|------------------------------------|-------|
| Contract Administrator - CA | \$85 |
| Sr. Contract Administrator - CAS | \$110 |
| Construction Mgmt Rep. I* - CMI | \$90 |
| Construction Mgmt Rep. II* - CMII | \$100 |
| Senior Field Representative* - SFR | \$115 |
| Prevailing Wage Field Rep. - PWFR | \$125 |
| Senior Project Engineer - SPEC | \$135 |
| Construction Manager - CM | \$130 |
| Senior Construction Manager - SCM | \$143 |
| (* non-prevailing wage) | |

DESIGN & GRAPHIC SERVICES

| | |
|-----------------------------------|-------|
| CADD Technician I (N7) - CTI | \$70 |
| CADD Technician II (N8) - CTII | \$85 |
| CADD Technician III (N9) - CTIII | \$95 |
| Graphics Designer I (N10) - GDI | \$95 |
| Graphics Designer II (N11) - GDII | \$100 |
| Designer I - DI | \$100 |
| Designer II - DII | \$110 |
| Senior Designer I - SDI | \$120 |
| Senior Designer II - SDII | \$135 |
| Senior Designer III - SDIII | \$140 |

CA Offices: Carlsbad, Los Angeles, Orange, Sacramento, San Bernardino, San Diego, San Francisco

| TASK DESCRIPTION | | LABOR CODE/STAFF HOURS | | | | | | | | | | TOTALS | |
|---|-------------------------------|------------------------|---------|------------|---|---|---|---|---|---|---|-------------|-----------|
| Pt | Task/Sub | PP kk | AI 0 | SPIII 0 | - | - | - | - | - | - | - | HOURS | FEE |
| 1000 Routine Support Services | | | | | | | | | | | | | |
| | Support Metro TAC | 52 | | | | | | | | | | 52 | \$9,880 |
| | Attend Metro Commission | 30 | | | | | | | | | | 30 | \$5,700 |
| | Support Metro Finance | 72 | 12 | | | | | | | | | 84 | \$14,460 |
| | Subtotal | | | | | | | | | | | 166 | \$30,040 |
| 2000 2010 & 11 Exhibit E Audit | | | | | | | | | | | | | |
| | Review Audit Scope | 8 | | | | | | | | | | 8 | \$1,520 |
| | Entrance/Exit Conference | 8 | | | | | | | | | | 8 | \$1,520 |
| | Interim Work Meetings | 40 | | | | | | | | | | 40 | \$7,600 |
| | Review Draft & Final Numbers | 48 | | | | | | | | | | 48 | \$9,120 |
| | Special Audit Projects | 16 | | | | | | | | | | 16 | \$3,040 |
| | Prepare Report/Presentation | 12 | | | | | | | | | | 12 | \$2,280 |
| | Present Metro TAC/Metro Com. | 8 | | | | | | | | | | 8 | \$1,520 |
| | Subtotal | | | | | | | | | | | 140 | \$26,600 |
| 3000 Budget Review | | | | | | | | | | | | | |
| | O&M Review | 16 | | | | | | | | | | 16 | \$3,040 |
| | CIP Review | 16 | | | | | | | | | | 16 | \$3,040 |
| | Subtotal | | | | | | | | | | | 32 | \$6,080 |
| 4000 Special Projects | | | | | | | | | | | | | |
| 4001 | General Metro TAC Support | 70 | 12 | | | | | | | | | 82 | \$14,080 |
| 4002 | Rate Case | 46 | | | | | | | | | | 46 | \$8,740 |
| 4003 | Resolve Reclaimed Issues | 46 | | | | | | | | | | 46 | \$8,740 |
| 4004 | Reclaimed Water Pricing Study | 40 | | | | | | | | | | 40 | \$7,600 |
| 4005 | Reclaimed Cost Allocations | 60 | | | | | | | | | | 60 | \$11,400 |
| | Subtotal | | | | | | | | | | | 274 | \$50,560 |
| TOTAL - THIS PAGE | | | | | | | | | | | | | |
| TOTAL - ALL PAGES | | | | | | | | | | | | | |
| | | PP | AI | SPIII | - | - | - | - | - | - | - | PAGE TOTALS | |
| | | 588 | 24 | | | | | | | | | 612 | \$113,280 |
| | | 588 | 24 | 101 | | | | | | | | 713 | \$128,430 |

Metro 2014.xlsx - 5/6/2013

PBS&J

Direct Costs

| DESCRIPTION | | | | | | TOTALS |
|-------------|------|---------------------------|----------|--------|-----------|----------|
| Pt | Task | Type | Quantity | Unit | Unit Cost | Cost |
| | | Support Finance Committee | 4 | VARIES | \$90.00 | \$360.00 |
| | | Parking & Mileage | 1 | VARIES | \$402.00 | \$402.00 |
| TOTAL | | | | | | \$762 |

AGENDA ITEM 8

Attachment

**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 \$14,000[METRO JPA TO CONFIRM AMOUNT], 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:

**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

AGENDA ITEM 9

Attachment

**FIFTH AMENDMENT TO THE AGREEMENT FOR
PROFESSIONAL SERVICES BETWEEN METRO
WASTEWATER JOINT POWERS AUTHORITY
AND AR CONSULTING**

THE FIFTH AMENDMENT is made and entered into this ____ day of _____, 2013, by and between 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 Abel Rodriguez, dba AR Consulting (hereinafter referred to as “Consultant”).

RECITALS

A. Whereas Metro JPA and Consultant did enter into an agreement for professional services (“Agreement”) on September 11, 2008 for Consultant to provide website maintenance and related services; and

B. WHEREAS, Section 2 and Section 12 of the Agreement provide that the Agreement may be modified or altered by a writing signed by both parties; and

C. WHEREAS, Metro JPA and Consultant entered into prior amendments (“Amendments”) modifying and extending the term of the Agreement; and

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

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

1. Section 4 of the Agreement, as amended by the Amendments, is further amended to extend the end date of Consultant’s services until September 11, 2015.

2. All other terms and conditions of the Agreement, as amended, shall remain in full force and effect.

[Signatures on following page]

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

METRO WASTEWATER JPA:

AR CONSULTING:

By: _____
Cheryl Cox
Chairperson

By: _____
Abel Rodriguez

APPROVED AS TO FORM:

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

AGENDA ITEM 10

Attachment

CITY OF SAN DIEGO
PUBLIC UTILITIES DEPARTMENT
REIMBURSEMENT AGREEMENT
FOR
ADMINISTRATIVE SUPPORT SERVICES
BY AND BETWEEN
THE CITY OF SAN DIEGO
AND METRO WASTEWATER JOINT POWERS AUTHORITY
AMENDMENT NO.3

WHEREAS, the City of San Diego ("City") entered into a Reimbursement Agreement, ("Agreement") with the Metro Wastewater Joint Powers Authority ("Metro JPA"), collectively referred to herein as the "Parties", to provide clerical staff and services for meetings of the Metro Commission, which Agreement is dated April 10, 2009 and the original of which is on file in the Office of the San Diego City Clerk as Document No. C-15017; and

WHEREAS, the Parties entered into a First Amendment to the Agreement dated June 30, 2010 (the original of which is on file in the Office of the City Clerk as Document No. C-15294) to increase the contract value to \$32,000.00; and

WHEREAS, the Parties entered into a Second Amendment to the Agreement dated May 4, 2011 (the original of which is on file in the Office of the City Clerk as Document No. C-15504) to increase the contract value to \$45,000.00, revise the billable items, allow for the extension or modification of the estimated monthly hours, revise the billing schedule and to extend the contract completion date to June 30, 2013; and

WHEREAS, the Parties mutually desire to extend the contract completion date to April 10, 2014, revise billable items and establish a new contract value of \$60,000.00 for the extended term;

NOW THEREFORE, the Parties mutually agree to amend the Agreement, as amended pursuant to Amendment Nos. 1 and 2, as follows:

1.0 Revise the following sentence in Section 1 – Reimbursement to Metro JPA:

"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."

2.0 Replace Section 1.1 of the Agreement in its entirety with the following:

“1.1 Maximum Reimbursement. The City’s total reimbursement obligation under the term of the Agreement shall not exceed sixty- thousand (\$60,000.00) for administrative services, which is inclusive of reimbursement for the phone, Internet access and technology costs identified in Section 1.0 above.”

3.0 Section 4 – Term and Termination replace “June 30, 2013” with April 10, 2014.”

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

THIS AMENDMENT NO. 3 to the Agreement shall affect only the page(s), paragraph(s), and/or term(s) and conditions referred to herein. All other terms and conditions of the Agreement, as amended, shall remain in full force and effect.

IN WITNESS WHEREOF, this AMENDMENT NO. 3 is executed by the City of San Diego, acting by and through its Mayor or designee pursuant to Municipal Code section 22.3207 authorizing such execution, and by Metro JPA.

Metro Wastewater
Joint Powers Authority

THE CITY OF SAN DIEGO
a Municipal Corporation

By:_____

By:_____

Al Rechany
Interim Director
Purchasing & Contracting

Title:_____

Date:_____

Date:_____

Approved as to form:

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

I HEREBY APPROVE the form and legality of the foregoing AMENDMENT this _____day of _____, 2013.

JAN I. GOLDSMITH, City Attorney

By:_____
Deputy City Attorney

AGENDA ITEM 11

Attachment

AMENDMENT NO. 2
TO THE ADMINISTRATIVE SUPPORT SERVICES AGREEMENT
BY AND BETWEEN
LORI ANNE PEOPLES
AND METRO WASTEWATER JOINT POWERS AUTHORITY

This Amendment No. 2 to the Administrative Support Services Agreement (“Amendment No.2”) is entered into as of the 1st day of July, 2013 by and between Lori Anne Peoples (“Ms. Peoples”) and Metro Wastewater Joint Powers Authority (“Metro JPA”). Ms. People and Metro JPA are sometimes referred to individually as “Party” or collectively as the “Parties.”

RECITALS

WHEREAS, Ms. Peoples entered into an Administrative Support Services Agreement (“Agreement”) with Metro JPA dated April 10, 2009 to provide clerical staff and administrative services for the Metro JPA, Metro Commission, and Metro TAC; and

WHEREAS, the Parties entered into a First Amendment to the Agreement (“Amendment No. 1”) dated April 21, 2011 to extend contract completion, revise billable items, and revise the billing schedule; and

WHEREAS, the Parties mutually desire to amend the Agreement to extend the administrative support services contract.

AGREEMENT

NOW THEREFORE, the Parties mutually agree to amend the Agreement, as amended by Amendment No. 1, as follows:

1. Section 1 of the Agreement shall be replaced in its entirety by the following:

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 FPCC 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. Section 2 of the Agreement shall be replaced in its entirety by the following:

The term of this Agreement shall commence on July 1, 2013 and terminate on April 10, 2014 ("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. This Amendment No. 2 to the Agreement shall affect only the paragraphs and/or terms and conditions referred to herein. All other terms and conditions of the Agreement, as amended, shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereby have made and executed this Amendment No. 2 as of the date first written above.

METRO WASTEWATER JPA:

LORI ANNE PEOPLES:

By: _____
Cheryl Cox
Chairperson

By: _____

APPROVED AS TO FORM:

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

AGENDA ITEM 14

Attachment

BACKGROUND

The malware was the result of an infected .htaccess file. Visitors attempting to access the metrojpa site were re-directed to other pages on the web. This resulted in our site being unavailable. As soon as I was notified, the files that caused this problem were deleted immediately. In addition to the bogus files that were placed on our site, a legitimate file that we use (AC_RunActiveContent.js) had malicious code added on. This was removed by uploading a clean, archived copy of the file.

The infection was uploaded to the site via our FTP account. (The FTP account is used to upload regular changes to the site.)

CHANGES MADE

I reviewed the logs for our site and found the IP address (64.5.52.5) of the user that infected our site. I was able to locate administrator for the IP and lodged a complaint via abuse@softlayer.com on 3/17/2013. I also forwarded a copy of the complaint email to Metrojpa.

All passwords to both the hosting account and to the FTP account were changed immediately. In addition, I requested a review from both Google, MSN and Stopbadware. A copy of the requests were sent to metrojpa. Verification files for both Google and Bing were placed on the site and a review was requested for both of our domains.

UPDATE

I have re-requested a review for the **www.metrojpa.org** domain via Google. The **www.metrojpa.com** domain is no longer blacklisted by Google, Yahoo or MSN (Bing). Although both domains point to the same site, a separate request is required for each of the domains. I have also re-submitted a review from the other search engines for the www.metrojpa.org domain.

I have also emailed abuse@softlayer.com to ask for an update on their investigation for the IP address that caused the problem. I will forward you their response.

The sites are (and have been) clean since the initial infection. Attached on the following pages are current screen shots using the scanning services recommended by the major search engines to check for malware problems. All three show that the site is clean.

Sucuri SiteCheck

Free Website Malware Scanner

Sitecheck Results

Website details

Blacklisting status



web site: **www.metrojpa.org**
status: **Site blacklisted, malware not identified**
web trust: **Site blacklisted.**

**This site was just scanned a few minutes ago.*

Security report (*Warnings found*):

| | | |
|--|--------------------------|-----|
| | Blacklisted: | Yes |
| | Malware: | No |
| | Malicious javascript: | No |
| | Malicious iFrames: | No |
| | Drive-By Downloads: | No |
| | Anomaly detection: | No |
| | IE-only attacks: | No |
| | Suspicious redirections: | No |
| | Spam: | No |



SparkTrust

Expert Virus Removal Services

[Who We Help](#)

[Our Process](#)

[Capabilities](#)

[Product Tour](#)

[Resources](#)

Scan Results

Server Information:

Site: www.metrojpa.org

IP address: 65.254.248.219

Server information: Nginx / Varnish

Scan Results:

| | | |
|-----------------------|---|-------|
| Pharma Hack | ✓ | Clean |
| Conditional Redirects | ✓ | Clean |
| iFrame | ✓ | Clean |
| Malicious Javascript | ✓ | Clean |
| Malicious PHP Files | ✓ | Clean |
| Google Safe Browsing | ✓ | Clean |

These results are cached you might want to [refresh them](#)

Scan another site:

Scan

[ABOUT US](#)

[FAQS](#)

[GLOSSARY](#)

[TERMS](#)

[PRIVACY](#)

[EULA](#)

[CONTACT US](#)

Wepawet

[Home](#) | [About](#) | [Sample Reports](#) | [Tools](#) | [News](#)

This is a summary of what was observed on **www.metrojpa.org**.

Network Information

No information available at this time.

Registration Information

No information available at this time.

Analysis Information

Malicious and Suspicious URLs

No malicious or suspicious URLs were found on this domain.

Exploits Detected

No exploits detected.

Last URLs

| |
|--|
| http://www.metrojpa.org benign |
|--|

Linking Information

No information available at this time.

© 2008–2012 The Regents of the University of California

I sincerely apologize for the problems that were caused by this infection. I will do everything possible to speed-up a review on the remaining domain that is blacklisted. In addition, I have scheduled regular reviews of the FTP logs to check for unauthorized attempts to access the site. If you have any additional questions, please don't hesitate to ask.

AGENDA ITEM 16

Attachment

MetroTAC
2012/13 Work Plan
April 2013 (Revised Per Metro TAC)

| MetroTAC Items | Description | Subcommittee Member(s) |
|--|--|--|
| 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. | |
| IRWMP | Bob Kennedy attended the Regional Advisory Committee (RAC) meeting of April 3, 2013. Minutes from this meeting are attached. | 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 |
| 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. 2/13: Karyn Keese continues to meet with City staff to determine the basis of the water department's administrative charges. <i>4/13: Need Metro TAC member for subcommittee</i> | 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 www.dea.gov 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 |
| Flushable Items that do not Degrade | Several PAs have problems with flushable products, such as personal wipes, that do not degrade and cause blockages. MetroTAC is investigating solutions by other agencies, and a public affairs campaign to raise awareness of the problems caused by flushable products. We are also working with SCAP in their efforts to help formulate state legislation to require manufacturers of products to meet certain criteria prior to labeling them as "flushable." Follow AB2256 and offer support. 3/13: A discussion on this issue is planned for the spring ____ conference. | Eric Minicilli |

| MetroTAC Items | Description | Subcommittee Member(s) |
|--|--|---|
| 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 |
| Padre Dam Mass Balance Correction | 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 statue 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. | Rita Bell Karyn Keese |
| Waiver and Recycled Water Study Implementation | 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. | Al Lau Scott Tulloch Karyn Keese |
| City of San Diego Recycled Water Rate Study | 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 | Karyn Keese Rita Bell |
| City of San Diego Revised Procurement Process | 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. | Metro TAC |
| 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 |

| MetroTAC Items | Description | Subcommittee Member(s) |
|--|--|--|
| 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. | Roberto Yano Al Lau Karyn Keese Rita Bell <i>Scott Tulloch</i> |
| Board Members' Items | | |
| 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. <i>4/13: Next meeting with IROC on the rate case is 5/20/13.</i> | 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. | 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 |
| 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. <i>4/13: Scott Tulloch added to this subcommittee. Metro TAC member needed.</i> | Karyn Keese Scott Tulloch |
| 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? | |
| 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. | <i>Who should take over?</i> |

| 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. Project complete: 4/10 | 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. Project complete: 5/10. 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 Project complete: 5/10 | 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. Project complete 7/10 | 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. Efforts closed 3/11 | 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: <i>Equipment arrived 3/2011; tours will be held when operational (June/July 2011 timeframe).</i> 2/12: Tours are available. San Diego whitepaper on IPR distributed to Metro TAC members. Closed 4/18/12 | 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 | <p>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.</p> | <p>Scott Huth Al Lau Scott Tulloch Karyn Keese</p> |
| IRWMP | <p>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.</p> | <p>Bob Kennedy Greg Humora</p> |

Metro TAC

Participating Agencies

Selection Panel Rotation

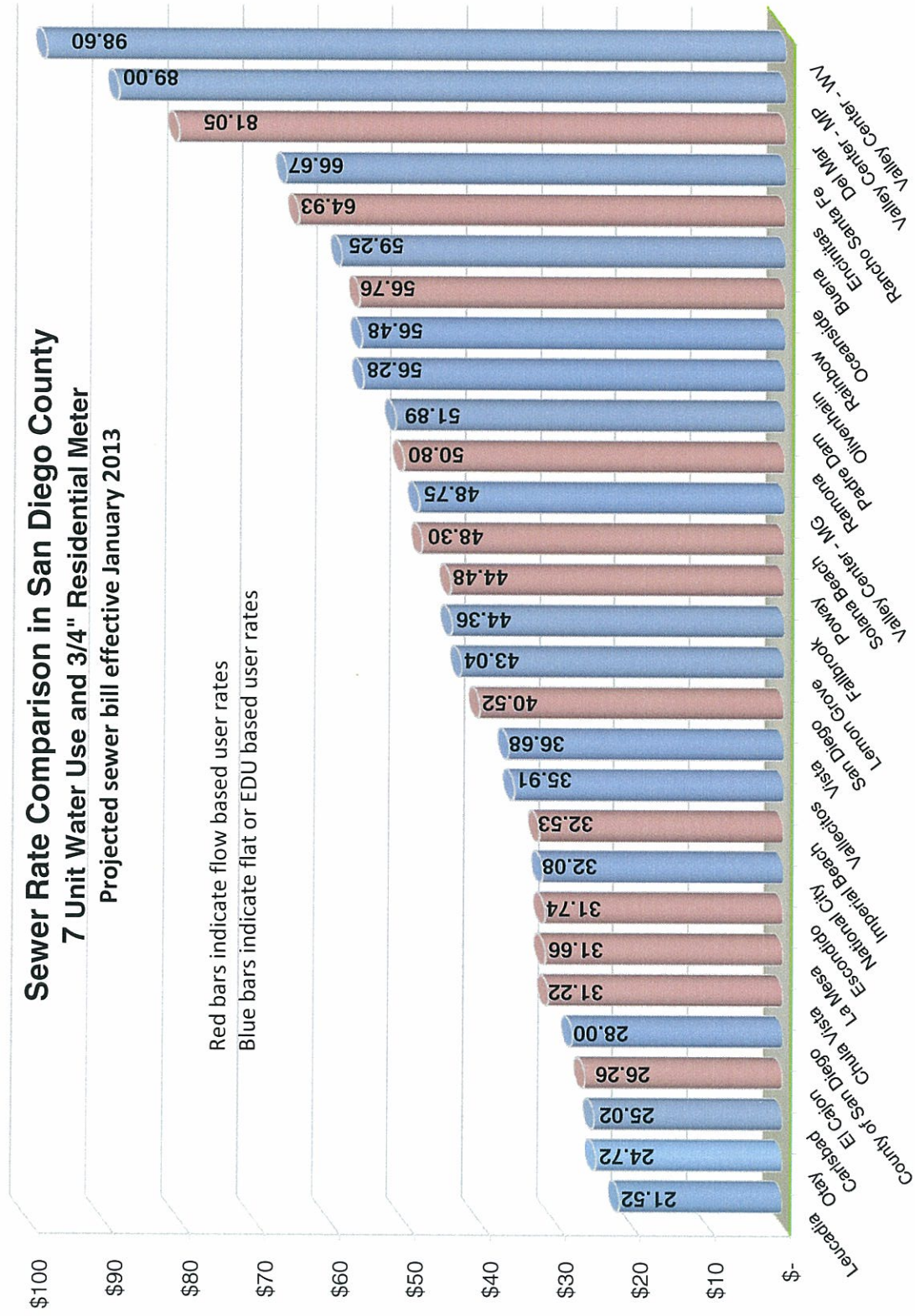
| Agency | Representative | Selection Panel | Date Assigned |
|---------------------|----------------|--|---------------|
| Padre Dam | Neal Brown | IRWMP – Props 50 & 84 Funds | 2006 |
| El Cajon | Dennis Davies | Old Rose Canyon Trunk Sewer Relocation | 9/12/2007 |
| La Mesa | Greg Humora | As-Needed 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 | COSS'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 | | |
| 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 | | |

Sewer Rate Comparison in San Diego County **7 Unit Water Use and 3/4" Residential Meter** **Projected sewer bill effective January 2013**



AGENDA ITEM 19

Attachment

| 2013 MetroTAC/Metro Commission-JPA Master List | | | | | | |
|--|---------------------------|------------------|----------------|---------------------|----------------|--|
| Agency Representation and Meeting Attendance | | Meeting Attended | | Contact Information | | |
| Agency | Representative | MetroTAC | Commission/JPA | Phone | Fax | E-mail Address |
| Chula Vista | Mayor Cheryl Cox | | X | (619) 691-5044 | (619) 476-5379 | ccox@chulavistaca.gov |
| | Robert Yano | X | | (619) 476-2402 | (619) 691-5171 | ryano@chulavistaca.gov |
| | Rick Hopkins | X | Alt | (619) 409-5873 | | rahopkins@chulavistaca.gov |
| Coronado | Barbara Denny | | X | (619) 302-2274 | (619) 522-2407 | bdenny@coronado.ca.us |
| | Ed Walton (Eng. Director) | | Alt | (619) 520-8342 | | ewalton@coronado.ca.us |
| SANDIST | Blair King (City Manager) | | Alt | (619) 522-7335 | | bking@coronado.ca.us |
| | Matt Little | X | Alt. | (619) 522-7387 | (619) 535-4479 | mlittle@coronado.ca.us |
| Del Mar | Sherryl Parks | | X | (858) 755-2614 | | sparks@delmar.ca.us |
| | Eric Minicilli | X | Alt | (858) 755-3294 | (858) 481-0254 | eminicilli@delmar.ca.us |
| El Cajon | Bill Wells | | X | (619) 441-1788 | (619) 441-1770 | williamdwells@yahoo.com |
| | Dennis Davies | X | Alt | (619) 441-1661 | (619) 579-5254 | ddavies@ci.el-cajon.ca.us |
| Imperial Beach | Edward Spriggs | | X | (858) 688-2327 | (619) 628-1395 | ejspriggs@yahoo.com |
| | Lorie Bragg | | Alt | (619) 429-1686 | (619) 628-1395 | loriebraggib@aol.com |
| | Hank Levien | X | | (619) 628-1369 | (619) 423-4861 | hlevien@cityofib.org |
| | Chris Helmer | X | | (619) 628-1370 | (619) 429-4861 | chelmer@cityofib.org |
| | Ed Vea | | | (619) 423-8303 | | vea@imperialbeachca.gov |
| La Mesa | Art Madrid | | X | (619) 667-1100 | (619) 462-7528 | amadrid@ci.la-mesa.ca.us |
| | Greg Humora | X | | (619) 667-1146 | (619) 667-1380 | ghumora@ci.la-mesa.ca.us |
| | Erin Bullers | X | | (619) 667-1145 | (619) 667-1380 | Ebullers@ci.la-mesa.ca.us |
| | Ernest Ewin | | Alt | (619) 339-8156 | (619) 462-7528 | ernestewin@hotmail.com |
| Lemon Grove Sanitation Dist | Jerry Jones | | X | (619) 825-3804 | (619) 825-3804 | jjones@ci.lemon-grove.ca.us |
| | Leon Frisht | X | Alt | (619) 890-1502 | | lfrisht@lemongrove.ca.us |
| National City | Luis Natividad | | X | (619) 336-4235 | (619) 336-4238 | lnatividad@nationalcityca.gov |
| | Joe Smith | X | Alt | (619) 336-4587 | (619) 336-4594 | jsmith@nationalcityca.gov |

| Agency Representation and Meeting Attendance | | Meeting Attended | | Contact Information | | |
|--|-----------------------|------------------|----------------|---------------------|----------------|--|
| Agency | Representative | MetroTAC | Commission/JPA | Phone | Fax | E-mail Address |
| Otay Water District | Jose Lopez | | X | (619) 857-2644 | (619) 460-6777 | jlopez@otaywater.gov |
| | Rod Posada | X | | (619) 670-2293 | (619) 660-5031 | Rposada@otaywater.gov |
| | Bob Kennedy | X | | (619) 670-2273 | (619) 660-8920 | bob.kennedy@otaywater.gov |
| | David Gonzalez | | Alt | (619) 852-2599 | (619) 409-4182 | dgonzalez@otaywater.gov |
| | | | | | | |
| Padre Dam Municipal Water Dist. | Jim Peasley | | X | (619) 922-4930 | | JFPeasley@cox.net |
| | Augie Scalzitti | | Alt | (619) 244-5011 | (619) 562-0268 | amyp@padre.org |
| | Al Lau | X | | (619) 258-4645 | (619) 449-9469 | alau@padre.org |
| | Karen Jassoy | | Treas | (619) 258-4617 | (619) 258-6405 | kjassoy@padre.org |
| | | | | | | |
| Poway | John Mullin | | X | (858) 668-4523 | (858) 668-1205 | jmullin@poway.org |
| | Leah Browder | Alt | Alt | (858) 668-4722 | (858) 668-1230 | lbrowder@poway.org |
| | Tom Howard | X | | (858) 668-4750 | (858) 668-1230 | thoward@poway.org |
| | Kristen Crane | X | | (858) 668-4707 | (858) 668-1230 | kcrane@poway.org |
| | | | | | | |
| San Diego (City) | Roger Bailey (Janet) | | Alt | (858) 292-6401 | (619) 292-6420 | RBailey@sandiego.gov |
| | Ann Sasaki | X | Alt | (858) 292-6402 | (858) 292-6420 | SasakiA@sandiego.gov |
| | Lee Ann Jones -Santos | X | Alt | (858) 614-4012 | (858) 292-6310 | LASantos@sandiego.gov |
| | Edgar Patino | X | | (858) 292-6321 | (858) 292-6310 | EPatino@sandiego.gov |
| | Bob Filner | | X | (619) 236-6330 | (619) 236-7228 | BobFilner@sandiego.gov |
| | Jeanne Cole | Alt | Alt | (619) 292-6313 | (858) 292-6310 | JCole@sandiego.gov |
| | | | | | | |
| San Diego (County) | Dianne Jacob | | X | (619) 531-5522 | (619) 696-7253 | Dianne.Jacob@sdcounty.ca.gov |
| | Dan Brogadir | X | Alt | (858) 694-2714 | (858) 505-6394 | Daniel.Brogadir@sdcounty.ca.gov |
| | Mohamad Fakhrriddine | X | Alt | (858) 694-8948 | | mohamad.fakhrriddine@sdcounty.ca.gov |
| | Jack Cohen | X | | (858) 694-2682 | | Jack.Cohen@sdcounty.ca.gov |
| | | | | | | |
| ATKINS Global | Karyn Keese | X | X | (858) 514-1008 | (858) 514-1001 | karyn.keese@atkinsglobal.com |
| | Scott Tulloch | X | X | (619) 504-9580 | (858) 514-1001 | scott.tulloch@atkinsglobal.com |
| Best Best & Krieger | Paula de Sousa | | X | (619) 525-1328 | (619) 233-6118 | Paula.deSousa@bbklaw.com |
| Metro Administrative Support | Lori Anne Peoples | | X | (619) 548-2934 (c) | (619) 409-5884 | lpeoples@chulavistaca.gov |