



METRO TAC AGENDA
(Technical Advisory Committee to Metro JPA)

TO: Metro TAC Representatives and Metro Commissioners

DATE: Wednesday, October 16, 2019

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

LOCATION: 9192 Topaz Way, (PUD 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 Meeting of [September 18, 2019](#) (**Attachment**)
2. Metro Commission/JPA Board Meeting Recap (Standing Item)
3. **ACTION:** Consideration and Possible Action to Recommend to the Metro Commission/Metro Wastewater JPA Approval of an Agreement with Granicus LLC for Website Hosting and Related Services for Up to Three Years, including Authorization for Chair or Designee to Execute Agreement. (Roberto Yano/Karyn Keze)
4. **REPORT:** Update from Residuals Management Working Group (Scott Tulloch/Dexter Wilson)
5. **REPORT:** Update from Sample Rejection Protocol Working Group Scheduled Workshop (Edgar Patino)
6. Metro Wastewater Update (Standing Item) (Edgar Patino)
7. Secondary Equivalency Legislation (**Attachment**)
8. Pure Water Program Update (Standing Item) (City of San Diego Staff) (**Attachments**)
 - a. Receive information regarding *AGC v. City of San Diego* litigation and AB 1290 (TBD)
9. Metro Capital Improvement Program and Funding Sources (Standing Item) (Tung Phung) (**Attachment**)
10. Financial Update (Standing Item) (Karyn Keese)
11. IRWMP Update (Standing Item) (Yazmin Arellano)
12. MetroTAC Work Plan (Standing Item) (Roberto Yano) (**Attachment**)
13. Review of Items to be Brought Forward to the Regular Metro Commission/Metro JPA Meeting (**November 7, 2019**)
14. Other Business of Metro TAC
15. Adjournment ([To the next Regular Meeting November 20, 2019](#))

Metro TAC 2019 Meeting Schedule

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

Attachment 1
Action Minutes
of
September 18,
2019

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

ACTION MINUTES

DATE OF MEETING: September 18, 2019

TIME: 11:00 AM

LOCATION: MOC II Auditorium

MEETING ATTENDANCE:

Beth Gentry, Chula Vista
Ed Walton, Coronado
Joe Bride, Del Mar
Yazmin Arellano, El Cajon
Dennis Davies, El Cajon
Hamed Hashemian, La Mesa
Stephanie Boyce, Lemon Grove
Dexter Wilson, Lemon Grove
Steve Beppler, Otay Water District
Mark Niemiec, Padre Dam MWD
Jessica Parks, Poway
Dan Brogadir, County of San Diego

Raina Amen, City of San Diego
Amy Dorman, City of San Diego
Ami Latker, City of San Diego
Charles Modica, City of San Diego
Edgar Patino, City of San Diego
Peter Vroom, City of San Diego

Ryan Kempster, City of San Diego Guest

Doug Owen, Stantec
John Gavares

Carmen Kasner, NV5
Scott Tulloch, NV5

Karyn Keese, The Keze Group

Jerry Jones, Metro JPA

1. Review and Approve MetroTAC Action Minutes for the Meeting June 19, 2019

Motion by Beth Gentry, seconded by Jessica Parks; the minutes were approved by unanimous vote.

2. Metro Commission/JPA Board Meeting Recap

It was noted that the Metro JPA held a special meeting on July 11, 2019 to vote on the UV system Replacement Project only.

3. ACTION: Consideration and Possible Action to Recommend to the Metro JPA Finance Committee and Metro Commission/Metro Wastewater JPA Approval of

the FY 2017 Exhibit E Audit

Charles Modica reviewed the completed FY 2017 Exhibit E audit. The year-end reconciliation shows the total PA share of the Fiscal Year 2017 operations and CIP costs less income credits of \$67,709,134. The PAs had collectively been billed \$65,000,080 which results in deficit of \$2,709,054 owed to San Diego. This is the first year since the Administrative Protocol went into effect in 2010 that the PAs have owed San Diego money. The major areas of increased costs were SDG&E, engineering, and debt service for new SRF loans.

Edgar Patino discussed that starting in FY 2018 the Administrative Protocol has been increased by \$5 million per year to cover the PA's portion of the Pure Water Program as well as other cost increases. The Protocol is currently at \$80 million for FY 2020.

Karyn Keese noted an incorrect statement in the staff report regarding the Pure Water Program reconciliation and asked staff to correct it prior to this item going to the Finance Committee so that it is consistent with Note 9 of the audit.

ACTION: Motion by Joe Bride, seconded by Jessica Parks, to approve forwarding the Exhibit E Audit to the Metro Commission/Metro Wastewater JPA. Motion carried unanimously.

4. INFORMATION: San Diego Kelp Forest Ecosystem Monitoring Project (2019-2024)

Ami Latker provided an overview presentation regarding this project. (The presentation which includes her speaking notes is attached as Exhibit A to these minutes) Bob Kennedy asked when San Diego would be starting the next waiver application. Peter Vroom stated that they had just hired a waiver coordinator and the planning schedule was being completed with the application starting next month. It will be a three year process.

5. REPORT: Update from Residuals Management Working Group

Dexter Wilson reported they had not held any meetings. He then stated that Padre Dam and the City of San Diego are working together. Mark Niemiec stated that Padre Dam had prepared deal points and submitted them to the City of San Diego on July 25th and were pending for a reply.

6. REPORT: Update from Strategic Plan Ad Hoc Committee

John Gavares reviewed the process the Strategic Planning Ad Hoc Committee had followed as well as the amended 2015 Strategic Goals (copy attached as Exhibit B to these minutes). Of most importance is that the Ad Hoc has recommended eliminating Strategic Goals 3 and 4 as they are duplicative of San Diego's efforts and are their initiatives not the JPA's. A discussion centered on Strategic Goals 1 through 4, Audit Process. Karyn Keese stated that she was unaware of what "Conduct a full system

audit every three years” was for as she audits the City of San Diego PUD records every year. Jerry Jones asked her to research what the intention of this statement was and report back by the end of the year. For now it will be removed from the Strategic Goals.

ACTION: On a motion by Ed Walton, seconded by Stephanie Boyce, the MetroTAC unanimously approved moving the amended Strategic Goals forward to the JPA.

7. Metro Wastewater Update (Standing Item)

Edgar Patino reported that the 2nd Quarterly Metro Estimated payment for Fiscal Year 2020 is due on December 1. San Diego does not want the PAs to have to make two large payments in one month so the FY 2017 True-up will be processed and for those that owe, payment will be due in January. Those agencies that are receiving a refund should receive it by Mid-November.

8. Pure Water Program Update (Standing Item)

Amy Dorman provided a detailed report and her notes are included in these minutes as follows:

1. The City received the conditional approval letter for the North City Pure Water Project (Phase 1) from the Division of Drinking Water (w/in the State Water Resources Control Board). (Copy attached as Exhibit C to these Minutes) We received it in July, it basically approves the use of pure water as a drinking water supply. It's the first approved project under their new Surface Reservoir Augmentation regulations. [the regs were adopted last Oct]
 - a. We also need the Regional Board's approval to put the water in Miramar Reservoir; they'd been waiting to receive DDW's approval letter and are now finalizing their administration draft of the permit. We expect to receive a copy of the draft to review in the next month or so. This will be followed by a public comment period. We expect finalization of the permit to occur in spring/mid 2020.
2. We are taking the Stantec Amendment #3 and Hawkins Delafield Watkins Amendment #2 to the Oct 10th Environment Committee Meeting. We'll then go to Council on Oct 21 or 22. Because these are also extended the terms of the contracts we have to go to council for a 2nd hearing, which the plan is for that to be on Nov 5. We fully expect to be able to issue the Stantec NTP before the contract expires in Dec. Thanks to the TAC and JPA for already supporting these two items.
3. On secondary equivalency legislation - Thanks to all the PAs who submitted their letters of support. By our count there are ~17 letters/23 signatures (the environmental stakeholders all signed a single letter). Congressman Peters' office has the letters and all they need from us; we hear he'll introduce it shortly; his office is in the process of prepping the final package.

4. AGC lawsuit

- a. The judge's preliminary ruling was in favor of AGC, which was to prevent us from completing the advertise/award process for the North City Pure Water Facility construction contract. It had been advertising at the time; the City had to cancel the solicitation due to the ruling
- b. 2 other construction packages were also advertising at the time of the preliminary ruling (Morena PS, NCWRP Eq Basins). These solicitations were also cancelled since all of the facilities operate as a single system.

5. Phase 2 Alternatives Refinement

- a. A draft of the scope of work to Dexter for review & comment. The work will be done via task order on the Stantec contract.

9. Metro Capital Improvement Program and Funding Sources (Standing item)

Edgar Patino stated that Tung was on vacation and will be reporting on this next month. He will provide a copy of the report to send out to TAC members so they can discuss this in October.

10. Financial Update (Standing Item)

Karyn Keese provided the following information.

- a. Tracking of Metro System Capital Cost Contributions to Pure Water Program (Cap Status Report)

Karyn Keese called attention of the TAC to Note 9 of the audit as it shows a summary of the annual Pure Water Program costs. She will be working with PUD staff and MGO to revise this Note to include cumulative costs. This has been requested by several PAs to track the Program costs in relation to the \$1.8 billion cap as included in the Amended Restated Agreement.

- b. JPA 2017 Budget Reconciliation

Last year the Finance Committee recommended to the Metro Commission/Metro JPA that once the final cost allocations are known at the completion of the Exhibit E audit process that the JPA budget for that year should be reconciled to actual flow/strength percentages to be consistent with San Diego year-end actuals. The Metro Commission/Metro JPA approved this recommendation and the practice was started when the FY 2016 Exhibit E Audit was completed.

Karyn Keese prepared a summary of the changes in cost allocation to each of the PAs based on FY 2017 actuals which was included in the agenda packet and has provided an excel workbook to Karen Jassoy. Karen Jassoy will use the adjustments

as part of her billing to each JPA member for their 2020 budget allocation.

11. IRWMP Report (Standing Item)

Yazmin Arellano provided a detailed summary of the August 7th meeting. Her notes are included as follows for your reference:

- Water Resilience Portfolio Presentation - Executive Order signed by Governor Newsom on 4/29/19. The Order directs the state to think bigger and more strategically on water by directing the agencies of the CA Natural Resources Agency, Cal EPA, and CA Department of Food and Agriculture to inventory and assess current water supplies and the health of waterways, future demands and challenges. The agencies are holding workshops, information sessions, and public meetings to receive input to help inform the water resilience portfolio that will be recommended to the Governor. For input email at input@waterresilience.ca.gov or go the website to find out more about it at www.waterresilience.ca.gov
- Presentation on the San Diego Basin Study, a joint study by Bureau of Reclamation and City of San Diego. The study determines how climate change will impact the water supply system and develops structural and nonstructural adaptation strategies to manage climate change impacts.
- Approved the Proposition 1-Round 1 Project list (Copy attached as Exhibit D to these Minutes)

12. MetroTAC Work Plan (Standing Item)

Karyn Keese requested all of the PAs that had recently changed their rates to send her a copy of their resolution/ordinance so that she can update the rate survey.

13. Review of Items to be Brought Forward to the Regular Metro Commission/Metro JPA Meeting (October 3, 2019)

Items 3, 4, 6 and 10B will be included in the Metro Commission/Metro Wastewater JPA agenda.

14. Other Business of Metro TAC

There was none.

15. Adjournment to the next Regular Meeting, October 16, 2019

At 12:37 p.m. the meeting was adjourned.

Exhibit A

Presentation to: Metro TAC

San Diego Kelp Forest Ecosystem Monitoring Project (2019-2024)

September 18, 2019

Ami K. Latker (Marine Biologist III)

Ryan M. Kempster, Ph.D. (Senior Marine Biologist)

Peter S. Vroom, Ph.D. (Deputy Public Utilities Director)



City of San Diego Ocean Monitoring Program

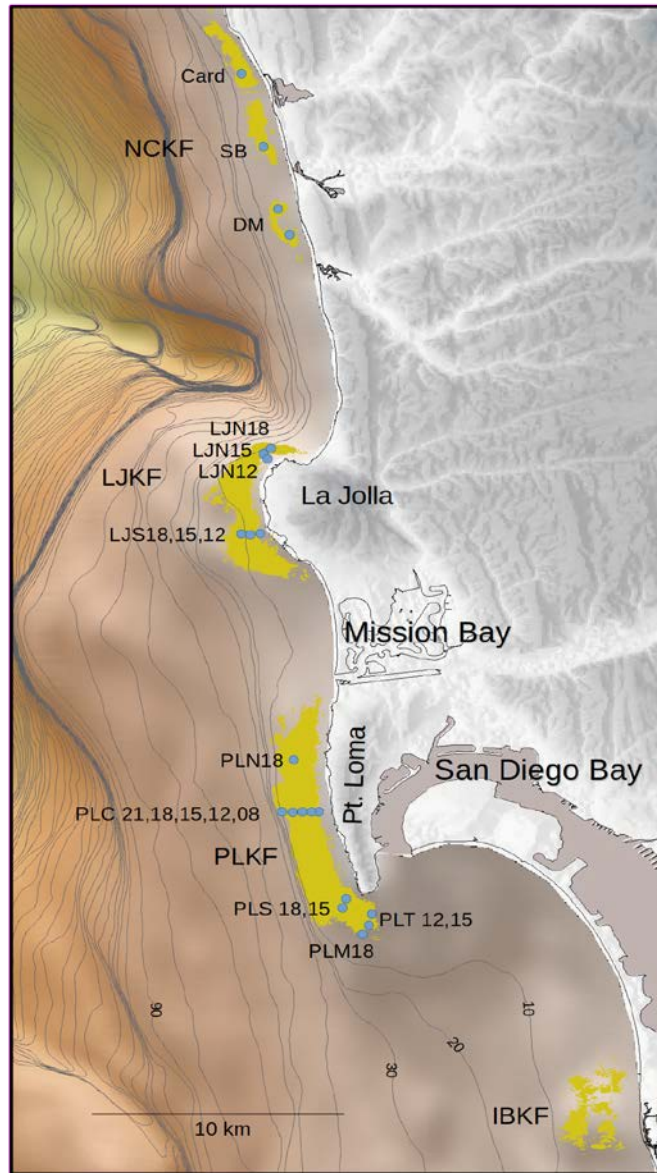
- ❖ One of largest, most comprehensive monitoring programs of its kind
 - Three wastewater treatment plants, two ocean outfalls
 - Total area ~340 mi² from northern San Diego to Baja California
 - Sampling ~200 days/year, beaches to offshore depths ≥ 500 m
- ❖ Three main components:
 - Core Monitoring
 - Regional Monitoring
 - Special Studies & Enhanced Monitoring *

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





San Diego Kelp Forest Ecosystem Monitoring Project





Project Background & History

Long-term studies of San Diego region kelp forests

- Core program conducted by Scripps since 1971
- Linked to earlier work in 1950s

City Involvement (1992 – present)

- Provided critical support to City in evaluating effects of 1992 Point Loma outfall break
- Partial funding provided from 1992 – 2002
- Expanded to multi-year projects in 2002 to support City's waiver applications for Point Loma
 - ◆ 2002 – 2006
 - ◆ 2006 – 2010
 - ◆ 2010 – 2014
 - ◆ 2014 – 2019
 - ◆ *2019 – 2024 (current 5– year agreement)*





Project Benefits to the City

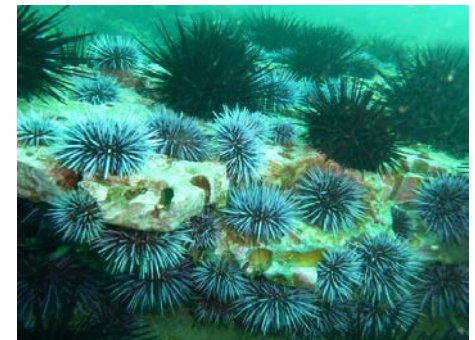
- ✓ Represents significant part of City's enhanced ocean monitoring efforts for the San Diego region.
- ✓ Fulfills a "special study" permit requirements.
- ✓ Continues unique long-term program essential to assessing the health and stability of the region's kelp forests and nearshore recreational waters.
- ✓ Helps monitor any effects of wastewater discharge on the marine ecosystem relative to other anthropogenic or natural factors.
- ✓ Provides critical scientific information in support of the City's 301(h) modified permit (waiver) for the Point Loma Wastewater Treatment Plant.





Agreement Summary

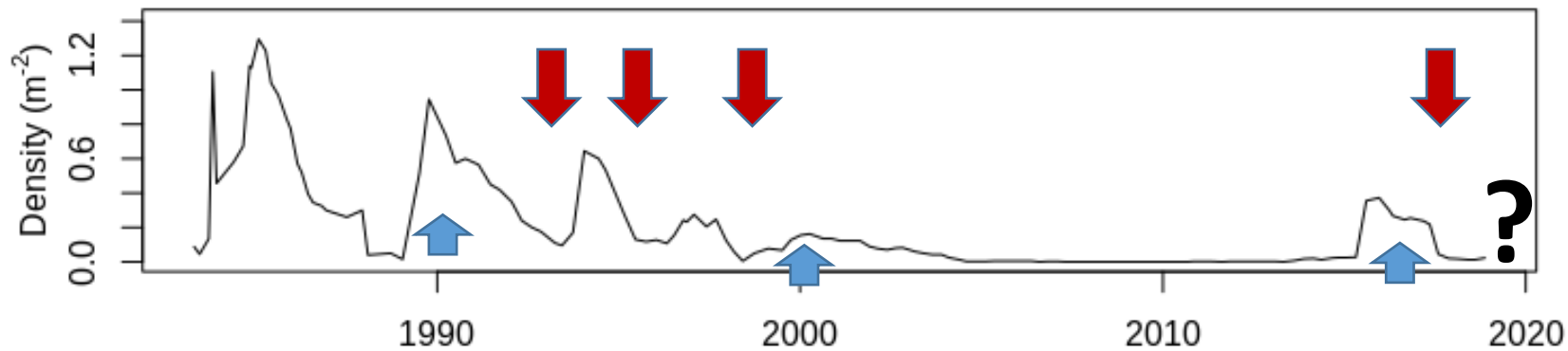
- **Total cost = \$3,554,121**
- **Term of agreement**
 - Extends kelp forest monitoring project and City/Scripps partnership through June 2024
- **Study areas**
 - Large Point Loma and La Jolla kelp forests
 - Smaller kelp beds of San Diego County
- **Main project components**
 - Kelp habitat monitoring (giant kelp & other kelps)
 - Sea urchin monitoring
 - Kelp forest fish and invertebrate populations
 - Oceanographic measurements
- **Field effort**
 - ~450 dives/year



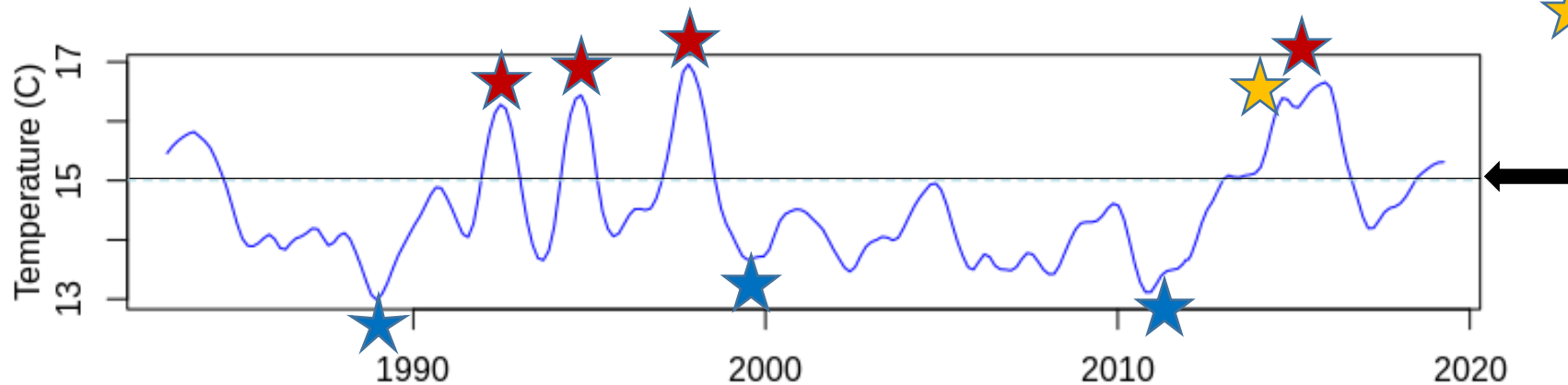


Status of the San Diego Kelp Forest Ecosystem

Giant Kelp Density



Bottom Temperature Trend



- ★ = El Niño
- ★ = La Niña
- ★ = The Blob



Questions / Contacts



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Senior Marine Biologist

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Peter S. Vroom, Ph.D.

Deputy Public Utilities Director

pvroom@saniego.gov



P. Ed Parnell, Ph.D.

Associate Research Oceanographer

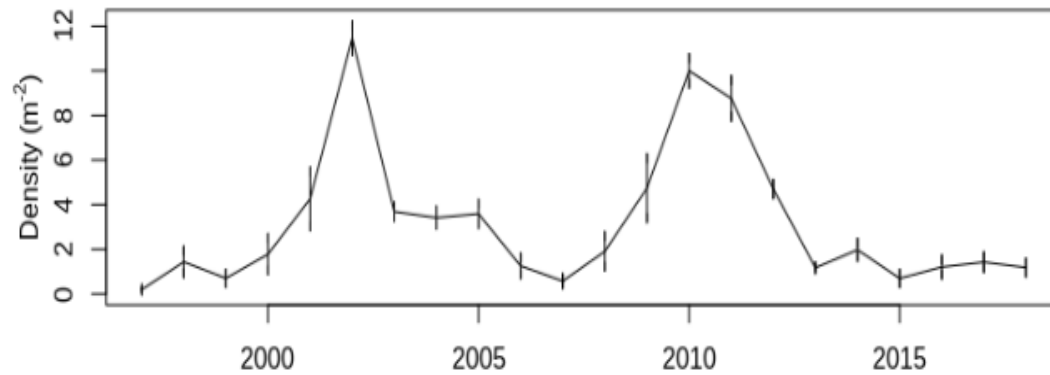
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Sea Urchin Density



Seastar Density

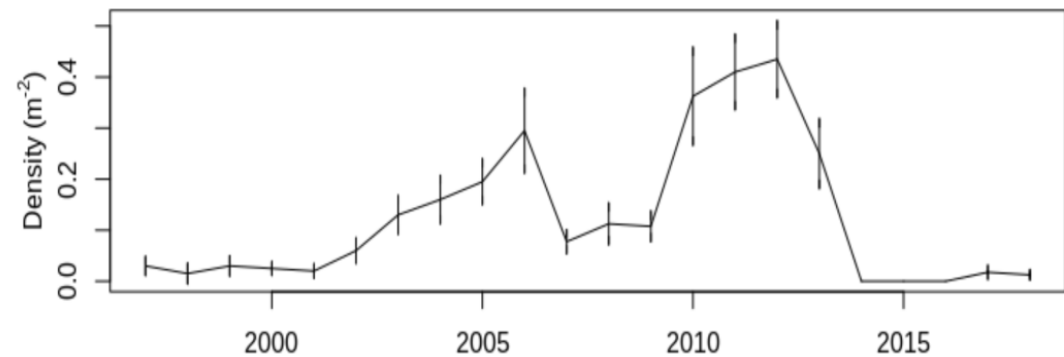


Exhibit B

2019 Proposed STRATEGIC GOALS - Strikeouts and Additions to 2015 STRATEGIC GOALS

Strategic Goal 1 - Oversight of METRO System Management and Operations

The METRO JPA and METRO TAC must continue their oversight of the City of San Diego's management and operation of the METRO System on behalf of the Participating Agencies' ratepayers. .

Strategic Initiatives

SI#1: Oversight of Service and Billing

Oversee City of San Diego Public Utilities Department to ensure that services provided to METRO member agencies are efficiently delivered, professional and accurately billed.

Assigned To: METRO TAC and Finance Committee

Continuing

SI#2: Oversight of Costs and Rates

Oversee the City of San Diego's METRO wastewater programs, including Pure Water, sewer fees, and recycled water rates to protect the interests of METRO member agencies.

Assigned To: METRO TAC and Finance Committee

Continuing

SI#3: Oversight of Capital Improvements and Maintenance

Operations to protect ratepayers & the environment

Oversee the City of San Diego's METRO wastewater system capital improvement program (CIP) and maintenance operations, to protect **the environment and** the investment of METRO member agencies.

Assigned To: METRO TAC (Note - This existing SI was suggested to be modified on 9/5/19 to include the highlighted language in red. The intent of modifying this SI is to capture the key environmental stewardship goal of the MC-JPA.)

Continuing

SI#4: Audit Process

Maintain the integrity of the annual audit of the City of San Diego to ensure that only METRO wastewater costs are billed to METRO member agencies. ~~Conduct a full system audit every three years (next in 2016)~~ (Discussed at the 9-18-19 TAC Meeting)

Assigned To: METRO TAC and Finance Committee

Continuing

SI#5: Strategic Initiative #5 - Develop and maintain key partnerships: Create positive working relationships and endorse and explain Secondary Equivalency at Pt. Loma and Pure Water San Diego, local and regional business groups, San Diego County Board of Supervisors, city councils, water district boards, legislators, the Regional Water Quality Control Board, congressional representatives, and stakeholders from the environmental community. (This SI#5 was suggested for addition at the 9/5 workshop. The addition of this SI captures the important

relationship-building activity that is the essence of SG#3. It was recommended on 9/5 that SG#3 and SG#4 would be deleted from the Strategic Plan.)

Strategic Goal 2

Oversight of the City of San Diego's Water Reuse Planning (Pure Water San Diego) As the City of San Diego expands the scope of its wastewater operations to include the Pure Water San Diego program, the scope of oversight provided by the METRO JPA and the METRO TAC expands, as well.

Strategic Initiatives

SI#1: Oversight of USEPA Modified Permit for Pt. Loma/ Pt. Loma Secondary Equivalency Permit

Maintain ongoing technical, financial and regulatory analyses of the permit process and provide comments to the City of San Diego, METRO Commission and METRO JPA as needed. . Maintain METRO JPA involvement in the City's negotiations with environmental groups. Focus on the following issues:

1. Permit application and processing
2. Definition of secondary equivalency at Pt. Loma
3. Regulatory change to accept secondary equivalency at Pt. Loma
4. A facility plan for Pure Water
5. A cost allocation plan for Pure Water
6. An outreach plan for Pure Water

Assigned To: METRO TAC, FINANCE COMMITTEE and METRO JPA

(Note: This existing SI was suggested to be modified on 9/5/19 to include the highlighted language in red. This new language reflects the work that has been done and a new reality in relation to Secondary Equivalency.)

Continuing

SI#2: Oversight of Post-2015 Permit Planning

Maintain ongoing technical, financial and regulatory analyses and provide comments to the City of San Diego, METRO Commission and METRO JPA as needed.

Assigned To: METRO TAC

Continuing

SI#3: Oversight of Recycled Water Pricing Study

Maintain ongoing technical, financial and regulatory analyses and provide comments to the City of San Diego, METRO Commission and METRO JPA as needed.

Assigned To: METRO TAC

Continuing

SI#4: Participate in San Diego Integrated Regional Water Management Planning Group

Cooperate with this group of agencies, which is developing integrated regional water management strategies and projects, has administrative support from the San Diego County Water Authority, and has access to Proposition 84 grant funds.

Assigned To: METRO JPA and METRO TAC

Continuing

SI#5: Oversight of ~~Water Purification Demonstration Project~~ Pure Water Program and any Associated Projects:

Maintain ongoing technical, financial and regulatory analyses and provide comments to the City of San Diego, METRO Commission and METRO JPA as needed. Focus on key questions below. (Note: This existing SI was suggested to be modified on 9/5/19 to include the highlighted language in red. This changed language modifies the original language that read “Oversight of Water Purification Demo Project,” as this is considered outdated. The Strategic Initiative is retained, as oversight of the Pure Water Program and associated projects is a key focus of the MC-JPA

Assigned To: METRO TAC

Continuing

SI#6: Monitor Potable Reuse Regulatory Development

Regulations do not currently exist for some of the planned potable reuse projects in the region. Without regulatory guidance, permitting and acceptance of projects will be challenging. Potential pathways are in place for some regulatory adoption. We must monitor, participate and advocate where appropriate for regulatory adoption.

Assigned To: METRO TAC and METRO JPA

Continuing

Key Questions / Water Reuse

Do San Diego's plans

Ensure fair rates for Participating Agencies?

Show concern for the environment?

Reflect regionally balanced decisions?

Can costs be reduced by

Integrated planning?

Integrated development?

Using existing facilities?

Using non-METRO facilities?

Minimizing conveyance distances?

Minimizing pumping?

New technology?

Process improvement?

Design improvement?

Is the goal of the region to

Decrease reliance on imported water?

Save money through an integrated approach
?

Achieve environmental goals?

Strategic Goal 3: Develop and Maintain Key Partnerships: The leaders of San Diego County's business community and environmental community are concerned about the reliability of the region's imported water supplies and are advocating the development of potable reuse. They want to see water, wastewater and stormwater agencies integrate their efforts. The METRO JPA and METRO TAC should participate in these regional efforts.

Strategic Initiatives

Speakers Bureau

Endorse and explain Secondary Equivalency at Pt. Loma and Pure Water San Diego, local and regional business groups, San Diego County Board of Supervisors, city councils, water district boards, legislators and congressional representatives. Solicit advocates. Consider public affairs staff from Participating Agencies to prepare presentations.

Assigned To: METRO JPA and METRO TAC

Continuing

Media Outreach

Endorse and explain Secondary Equivalency at Pt. Loma and Pure Water San Diego owners, publishers and editors of San Diego County's print, television, radio and online media. Provide progress reports. Request support. Consider public affairs staff from Participating Agencies to prepare presentations.

Assigned To: METRO JPA and METRO TAC

Continuing

Regulatory Partnerships

Support Secondary Equivalency and Pure Water San Diego at the Regional Water Quality Control Board

Assigned To: METRO JPA and METRO TAC

Continuing

Environmental Stakeholders Partnerships

Relationships have been forged with stakeholders from the environmental community. They are in support of Secondary Equivalency and Pure Water San Diego. Continue to work with them and maintain their support and retain them as allies. Their influence is essential to the success of these programs. Assigned To: METRO JPA and METRO TAC

Continuing

Regional Governance (On Hold)

Assess feasibility and appropriateness of implementing, governing and managing a distributed treatment plan and regional wastewater management plan in partnership with the City of San Diego. Assess the issues and opportunities associated with activating the Special Act District formed by the legislature in 1992.

On Hold

Strategic Goal 4 Develop Customer Relationships: Customer relationships are important. Support from stakeholders should be maintained. Strive to enhance the public understanding of the importance, complexity of our business. Tell our story and what we are trying to achieve.

Strategic Initiatives

Visual Information

Create technical illustrations to show the safety of advanced water purification. Visual information can be used in print, presentations, and on the web.

Assigned To: METRO TAC

Continuing

Financial Transparency

Regional wastewater agencies have difficulty explaining sewer collection and treatment costs to their customers. Developing a simplified, visual explanation of costs is necessary in order to explain cost savings.

Assigned To: METRO TAC and Finance Committee

Continuing

Website & Social Media

Use website to effectively communicate advantages of Secondary Equivalency at Pt. Loma and Pure Water San Diego

Assigned To: METRO TAC

Continuing

San Diego and Padre Dam Demonstration Project Tours

Promote tours of the demonstration projects

Assigned To: METRO TAC and METRO JPA

Continuing

~~“What Not To Flush” Public Outreach~~

~~Combine information about fats, oils and grease, information about other products that should not be flushed, and information about water reuse to create a single public outreach campaign that raises awareness of water reuse. Consider utilizing public affairs staff from Participating Agencies. Provide outreach tools for all Participating Agencies~~

~~Assigned To: METRO TAC~~

Continuing

Key Questions

~~How do residents~~

~~Know when a large infrastructure project is a good value?~~

~~Know that a regional approach is better than local control?~~

Exhibit C

State Water Resources Control Board

Division of Drinking Water

12 July 2019

David W. Gibson
Executive Officer
Regional Water Quality Control Board
San Diego Region
2375 Northside Drive, Suite 100
San Diego, CA 92108

CITY OF SAN DIEGO, SYSTEM NO. 3790020. TITLE 22 ENGINEERING REPORT FOR NORTH CITY PURE WATER PROJECT (PROJ. NO. 792)

Dear Mr. Gibson:

This letter confirms the State Water Resources Control Board, Division of Drinking Water (DDW) conditional acceptance of the City of San Diego's (City) *Title 22 Engineering Report – North City Pure Water Project* (Engineering Report) dated April 2019. This project would provide an annual average of up to 30 million gallons per day (MGD) of advanced treated recycled water to Miramar Reservoir, for use as a source of drinking water supply at the City's Miramar Drinking Water Treatment Plant (DWTP).

This project meets the definition of a "Surface Water Source Augmentation Project" (SWSAP) in Title 22 section 60301.851. The City is the "Surface Water Source Augmentation Project Public Water System" (SWSAP PWS) as defined in section 60301.852 and the "Surface Water Source Augmentation Project Water Recycling Agency" (SWSAP WRA) per section 60301.853.

The source water for the project is municipal wastewater from the northern portion of the City of San Diego Metropolitan Sewerage System. The City administers and enforces a source control program for the sewershed. The City owns and operates the North City Water Reclamation Plant (NCWRP), the North City Pure Water Facility (NCPWF) and conveyance line, Miramar Reservoir, and the Miramar DWTP.

The expanded NCWRP will treat municipal wastewater from the existing NCWRP sewershed and new Morena Pump Station sewershed. Filtered wastewater from NCWRP will be conveyed to the NCPWF for full advanced treatment, prior to discharge to Miramar Reservoir. A portion of filtered wastewater from NCWRP will be chlorine disinfected for non-potable reuse. DDW will address the City's changes to its non-potable reuse program in a separate letter.

To meet the requirement of Title 22 section 64668.20, the City held three public hearings for the project on August 14 and 15, 2018. A total of 25 attendees provided oral comments and 18

E. JOAQUIN ESQUIVEL, CHAIR | EILEEN SOBECK, EXECUTIVE DIRECTOR

1350 Front Street, Room 2050, San Diego, CA 92101 | www.waterboards.ca.gov

submitted comment cards during the three hearings. An additional five (5) comment letters were received by the close of the public comment period. The City provided copies of the comments received and the City's proposed response to comments on October 17, 2018.

DDW recommends that the California Regional Water Quality Control Board, San Diego Region (San Diego Water Board) include the following conditions as DDW requirements in the discharge permit to Miramar Reservoir:

General Requirements

1. The City's SWSAP must comply with Article 5.3 – Indirect Potable Reuse: Surface Water Augmentation and Article 9 – Indirect Potable Reuse: Surface Water Augmentation of title 22, California Code of Regulations.
2. Per section 60320.301(a), the City must submit a Joint Plan signed by City staff responsible for operation of the NCWRP, NCPWF, and Miramar DWTP to DDW and the San Diego Water Board for review and written approval. The City must implement the actions designated in the Joint Plan. The City must submit revisions to the Joint Plan in accordance with section 60320.301 not less than sixty (60) days prior to the effective date of the revised Joint Plan.
3. Per section 60320.301(c), prior to augmenting Miramar Reservoir, the City must demonstrate to DDW and the San Diego Water Board that all treatment processes are installed and can be operated, as designed, to achieve their intended function presented in the Engineering Report. Prior to augmenting Miramar Reservoir, the City must demonstrate to DDW and the San Diego Water Board that the alarms and responses are functional and in conformance with the SWSAP Operation Plan.
4. Per section 60320.301(f), when the City has been required by Article 5.3 or directed by DDW or the San Diego Water Board to suspend augmentation of Miramar Reservoir for any reason, augmentation must not resume until the City has obtained written authorization to resume from DDW and the San Diego Water Board.
5. If proposing an alternative to a requirement in Article 5.3, the City must follow the process described in section 60320.330.
6. Per section 60320.322(c), the City must ensure that all treatment processes in NCWRP and NCPWF are operated in a manner that provides optimal reduction of all chemicals and contaminants.

Wastewater Source Control

7. Per section 60320.306, the City must administer an industrial pretreatment and pollutant source control program and implement an enhanced source control program that includes, at a minimum:
 - a. An assessment of the fate of DDW-specified and San Diego Water Board -specified chemicals and contaminants through the North City sewershed, Morena Pump Station sewershed, NCWRP, and NCPWF.
 - b. Chemical and contaminant source investigations and monitoring that focus on DDW-specified and San Diego Water Board -specified chemicals and contaminants.

- c. An outreach program to industrial, commercial, and residential communities within the North City sewershed for the purpose of managing and minimizing the discharge of chemicals and contaminants at the source.
 - d. A current inventory of chemicals and contaminants identified and evaluated including new chemicals and contaminants resulting from new sources or changes to existing sources that may be discharged into the sewershed.
8. Prior to the start of the diversion of flow via the Morena Pump Station, an enhanced local limits study must be completed for the expanded NCWRP sewershed, which includes the current sewershed plus the area tributary to the Morena Pump Station. The study must include a sampling program that will be used to assess the need for modified local limits based on the sampling results. The study must include appropriate pollutants with drinking water criteria based on MCLs and Notification Levels and unregulated CECs from the EPA Drinking Water Contaminant Candidate List to be determined in consultation with DDW. The study must be updated annually.

Laboratory Analyses

9. Per section 60320.304, all laboratory analyses for contaminants having a primary or secondary maximum contaminant level (MCL) must be conducted using a drinking water method approved by DDW for the contaminant and by a laboratory accredited by the State Board Environmental Laboratory Accreditation Program (ELAP) for the analytical method used. Analyses for chemicals other than those having primary or secondary MCLs must be described in the City's approved SWSAP Operation Plan.

NCWRP

10. The NCWRP may operate at filtration rates up to a daily average of 8.7 gallons per minute per square foot (gpm/sf), subject to meeting the following conditions:
- a. The City must implement a Standard Operating Procedure (SOP) for operating the tertiary plant at filtration rates up to a daily average of 8.7 gpm/sf. The SOP must list the conditions in this letter and provide instructions to ensure the conditions are met during high loading rate filter operation. The SOP must be available in the control room at all times. In addition, operators must receive training on operating the tertiary filters using the high loading rate SOP by the Chief Plant Operator. The City must obtain DDW approval of any updates or revisions to the SOP before implementation.
 - b. The instantaneous filter rates must not exceed 9.3 gpm/sf.
 - c. At loading rates above 5 gpm/sf, plant operation must be provided in the same manner (or optimized if this would produce better turbidity levels) as was practiced during the demonstration study to maintain the same range (or lower) of turbidity levels at the filter influent. This will require regular evaluation of secondary effluent water quality and filter influent turbidity.
 - d. Combined filter effluent must not exceed any of the following:
 - i. An average of 2 Nephelometric Turbidity Units (NTU) within a 24-hour period;
 - ii. 5 NTU for more than 5% of time during a 24-hour period; and
 - iii. 10 NTU at any time.

- e. The SOP must include an operational goal of achieving the following combined filter effluent turbidity limits or better with optimized treatment:
 - i. An average of 1.5 NTU within a 24-hour period;
 - ii. 2.5 NTU for more than 5% of time during a 24-hour period; and
 - iii. 5 NTU at any time.
 - f. Continuous effluent turbidity monitoring of each individual filter must be conducted in accordance with an approved SOP.
 - g. Turbidity performance compliance must be determined using the levels of recorded turbidity taken at intervals of no more than 1.2 hours over a 24-hour period.
11. The City must submit a Flow Split Verification Report documenting the effort to reset the individual filter weirs to confirm equal flow split at the filter influent. The report should include an accurate measurement of nap height over the weir of each filter and the accurate measurement of weir lengths for each filter. If there are differences, flow calculations using actual nap height and weir lengths should be provided to demonstrate an equal flow split. Document confirmation of the equal flow split at the filter influent prior to NCWRP startup. Submit the report to DDW no later than 6 months after NCWRP commissioning.

Advanced Treatment Criteria

12. Per section 60320.302, the City must ensure continuous treatment, with full advanced treatment meeting Article 5.3 and as detailed in the City's approved Engineering Report and SWSAP Operation Plan, of the entire recycled water stream prior to its delivery to Miramar Reservoir.
13. Per section 60320.302(a)(2), during the first 20 weeks of operation, the reverse osmosis (RO) permeate must be monitored at least weekly for total organic carbon (TOC). TOC concentrations must be no greater than 0.25 milligrams per liter (mg/L) in at least ninety-five percent of the samples.
14. Per section 60320.302(c), the City must conduct testing demonstrating that the oxidation treatment process (free chlorine and ultraviolet (UV) light) will provide no less than 0.5-log (69-percent) reduction of 1,4-dioxane. The City must submit a testing protocol, as well as the subsequent results, for DDW review and written approval prior to conducting the test, at least 90 days prior to commissioning. The testing must include challenge or spiking tests, using 1,4-dioxane, to demonstrate the proposed process will achieve the minimum reduction under normal full-scale operating conditions. The City must continuously monitor flow, UV dose, UV transmittance, power, and free chlorine residual as surrogate and operational parameters to indicate whether the minimum reduction criterion is being met. During full scale operation of the process, the City must continuously monitor these or other DDW approved surrogates and operational parameters based on the demonstration testing. The details of this monitoring program must be discussed in the SWSAP Operation Plan submitted for DDW review and approval.
15. Within 60 days of completing the first 12-months full-scale operation and operational monitoring of the advanced treatment process, the City must submit a report to DDW and the San Diego Water Board that includes components described in section 60320.302(e) and (f).

16. Per section 60320.302(g), the City must perform calculations to document proper on-going performance of the reverse osmosis and advanced oxidation processes and report to DDW and the San Diego Water Board quarterly. State the percent of results of the quarter's monitoring, conducted pursuant to sections 60320.302(b) and (d), that did not meet the surrogate or operational parameter limits. State in the report if the limits were exceeded by greater than 10%.
17. Per section 60320.302(h), each month, the City must collect samples representative of the effluent of the advanced treatment process under normal operating conditions and have the samples analyzed for contaminants having MCLs and notification levels (NLs) for the duration of each flow ramp up stage. After 12 consecutive months of operation at the final ramp-up stage (full design flow) with no results exceeding an MCL or NL, the City may apply to DDW and the San Diego Water Board for a reduced monitoring frequency. The reduced monitoring frequency for contaminants with MCLs must be no less than quarterly. If an MCL or NL is exceeded, the City must take the follow-up actions for MCL and NL exceedances required pursuant to section 60320.312 and 60320.320(b).
18. The City must have alarms as stated in the Engineering Report. Commissioning must validate and confirm the operation setpoints for the RO process and advanced oxidation process (AOP) per section 60320.302, and the alarm settings must be specified in the SWSAP Operation Plan required by section 60320.222.

Pathogenic Microorganism Control

19. The City must operate the treatment processes such that the recycled water delivered to Miramar Reservoir for use by the Miramar DWTP receives treatment that reliably achieves at least 10-log *Cryptosporidium* oocyst reduction, 9-log *Giardia* cyst reduction and 10-log enteric virus reduction.
20. Per section 60320.308(b), the City must validate each of the treatment processes used to meet the required *Cryptosporidium*, *Giardia* and virus reduction. The City must propose and include in its approved SWSAP Operation Plan, on-going monitoring that verifies the performance of each treatment process's ability to achieve its credited log reduction.
21. Per section 60320.308(c), if the required *Cryptosporidium*, *Giardia*, and virus reductions are not met based on the required on-going monitoring detailed in the approved SWSAP Operation Plan, within 24 hours of knowledge of an occurrence, the City must investigate the cause and initiate corrective actions. If there is a failure to meet the pathogen reduction criteria longer than 4 consecutive hours or more than a total of 8 hours in any 7-day period, the City must within 24 hours of its knowledge of such a failure, notify DDW, the San Diego Water Board, and the Miramar DWTP staff. Failures of shorter duration must be reported to the San Diego Water Board and DDW no later than 10 days after the month in which the failure occurred.
22. Per section 60320.308(d), the City must, within 24 hours of knowledge, notify DDW, San Diego Water Board, and the Miramar DWTP staff and discontinue delivery of recycled water to Miramar Reservoir if the effectiveness of the treatment train to reduce enteric virus is less than 8-log, or *Giardia* reduction is less than 7-log, or *Cryptosporidium* reduction is less than 8-log.

Compliance Monitoring and Reporting

General

23. Per section 60320.328, by July 1st of each year, the City must provide a report to DDW, the San Diego Water Board, and the Miramar DWTP. The report must include the following:
- a. A summary of the City's compliance status with the monitoring requirements and criteria of Article 5.3 during the previous calendar year;
 - b. For any violations of Article 5.3 during the previous calendar year;
 - i. The date, duration, and nature of the violation,
 - ii. A summary of any corrective actions and suspensions of delivery of recycled water to Miramar Reservoir resulting from a violation, and
 - iii. If uncorrected, a schedule and summary of all remedial actions.
 - c. Any detections of monitored chemicals or contaminants, and any observed trends in the monitoring results of Miramar Reservoir;
 - d. A description of any changes in the operation of any unit processes or facilities;
 - e. A description of any anticipated changes, along with an evaluation of the expected impact of the changes on subsequent unit processes;
 - f. The estimated quantity and quality of recycled water to be delivered for the next calendar year, as well as the quantity delivered during the previous three years; and
 - g. A summary of the measures taken to comply with sections 60320.306 and 60320.301(e), and the effectiveness of the implementation of those measures.
24. Based on the timing of flow ramp-up stages for purified water into Miramar Reservoir and anticipated full operational flow by the first quarter of 2024, the City must update the Engineering Report to address any surface water augmentation project changes from the previous Engineering Report and submit the report to DDW and the San Diego Water Board within fifteen months of operating at the final ramp-up stage (full operational flow) or no more than six years from the date of this conditional acceptance letter. Prior to the report update deadline, DDW may request changes to the surface water augmentation project operations be documented in a technical memorandum format. This submittal timing is acceptable in lieu of the timeframe described in section 60320.328(b).
25. The City must use DDW-provided Primary Station Codes (PS Codes) to electronically submit monitoring results from the NCPWF effluent and Miramar Reservoir. Data produced and reports submitted for analysis required by Article 5.3 must be generated by a laboratory accredited by ELAP. The laboratory must hold a valid certificate of accreditation for the analytical test methods validated for intended use and approved by DDW. The laboratories performing the analyses must submit the results electronically to DDW's database by the tenth day of the following month in which analysis was completed. Bacteriological data cannot at this time be transmitted electronically to DDW. A summary of bacteriological results must be included in the Miramar DWTP's monthly surface water treatment rule reporting to DDW.

NCWRP and NCPWF

26. The City must complete compliance monitoring as required by DDW and the San Diego Water Board. If there are duplications, the City must comply with the frequency and limits of whichever requirement is more stringent. The monitoring and reporting requirements of this permit must be incorporated into the SWSAP Operation Plan. Per section 60320.301(g), all reports submitted to DDW or the San Diego Water Board must be in writing (e-mail or hard copy).
27. Per section 60320.308(b), each treatment process of the treatment train must be validated for its log reduction by on-going monitoring conducted pursuant to the approved SWSAP Operation Plan to verify the performance of each treatment process to achieve its credited log reduction on a daily basis, with the results reported monthly to DDW and the San Diego Water Board. These reports must be submitted along with the surface water treatment monthly report for the Miramar DWTP that is required by section 64664 and is due by the 10th day of the following month to DDW.
28. The City operates a multi-barrier treatment facility in order to comply with the Surface Water Augmentation Regulations. Monitoring and reporting requirements must be described in the SWSAP Operation Plan required by section 60320.322. Monitoring for the purpose of pathogen log reduction calculation and demonstration must be reported to DDW and the San Diego Water Board monthly.
 - a. To demonstrate the pathogen log reduction credits given to the NCWRP treatment train (up to the influent of the NCPWF), monitoring must be conducted as listed below. Pathogen reduction credits for the secondary/tertiary treatment process will be awarded on a pass/fail basis. The City must report monthly to DDW and the San Diego Water Board the results of the monitoring and the percentage of time the NCWRP fails to meet the following criteria:
 - i. Continuously monitor for combined filter effluent turbidity. In order to meet the pathogen reduction credits in the Engineering Report, the combined filter effluent turbidity must not exceed any of the following:
 1. An average of 1.5 NTU within a 24-hour period.
 2. 2.5 NTU more than 5 percent of the time within a 24-hour period.
 3. 5 NTU at any time.
 - ii. Continuously monitor the secondary effluent ammonia concentration. In order to meet the pathogen reduction credits in the Engineering Report, the daily average ammonia must not exceed 1 mg/L as nitrogen.
 - iii. Continuously monitor the combined filter effluent TOC concentration. In order to meet the pathogen reduction credits in the Engineering Report, the daily average combined filter effluent TOC must not exceed 11 mg/L.
 - iv. Daily calculate the solids retention time (SRT) in the aeration process. In order to meet the pathogen reduction credits in the Engineering Report, the running 30-day average of SRT must be at least nine days.

- b. The ozonation/biological activated carbon (BAC) process at the NCPWF must be monitored as listed below to demonstrate the pathogen log reduction credits achieved using the product of continuously calculated ozone contact time and ozone residual (CT) based on the temperature corrected Truncated Extended Integration CT Method from the US Environmental Protection Agency's (EPA) Surface Water Treatment Rule (SWTR) Guidance Manual and Long Term 2 Enhanced SWTR Toolbox Guidance Manual (LT2ESWTR) as presented in the Engineering Report. The City must report monthly to DDW and the San Diego Water Board the results of the monitoring, calculated ozone CT, and associated pathogen log reduction credits.
 - i. Continuously monitor the ozone residual at three locations designated in the Engineering Report: C₁, C₂, and C₃.
 - ii. Continuously monitor temperature.
 - iii. Continuously monitor flowrate.
- c. The City proposes to calculate pathogen log reduction calculations using rolling averages of individual dissolved ozone analyzer readings consistent with EPA guidance documents. The City must define the monitoring frequency, rolling average duration, and describe the details of the quality control protocol for all three on-line ozone residual monitors in the SWSAP Operation Plan for DDW approval before the start of full-scale operation.
- d. For pathogen log reduction calculations, the City must use an ozone contactor baffle factor (T₁₀/HRT) of 0.42 (average baffling condition). A higher ozone contactor baffle factor may be approved by DDW once confirmed with a tracer study after operation begins. The City must obtain DDW approval of the tracer study protocol prior to conducting the tracer study.
- e. The NCPWF microfiltration (MF) membrane effluent at each MF rack must be continuously monitored for turbidity as an indirect integrity test. The turbidity must be measured continuously (at least every 15 minutes), and if two consecutive readings are greater than 0.15 NTU for a period exceeding 15 minutes, a pressure decay test (PDT) must be initiated on the rack with the potential integrity breach.
- f. Membrane integrity testing (MIT) (aka PDT) must be performed on each of the MF membrane racks at the NCPWF a minimum of once every 24 hours of operation. A membrane comprehensive integrity verification program must be submitted to DDW for review and approval. The following apply to the MIT:
 - i. The pathogen log reduction values (LRV) for *Giardia* cysts and *Cryptosporidium* oocysts must be calculated and the values recorded after the completion of each MIT.
 - ii. The MIT must have a resolution that is responsive to an integrity breach on the order of 3 microns (µm) or less.
 - iii. Daily calculations of the LRV must be based on a pressure decay rate (PDR) value with an ending pressure that provides a resolution of 3 µm or less.
 - iv. The MIT must have a sensitivity to verify an LRV equal to or greater than 4.0.

- v. If a membrane unit fails MIT, the membrane unit must be removed from service, repaired, and have acceptable MIT results prior to being placed back into service.
- g. The City proposes to follow a tiered monitoring approach for the RO system. Pathogen reduction through the RO system may be demonstrated via the tiered monitoring approach. The City must report calculated surrogate reduction values from all tiers and indicate which tier is used for reporting pathogen log reduction.
 - i. Tier 1: Daily samples of the combined RO feed stream and effluent stream of each RO train must be analyzed at least every 24 hours for strontium. The RO LRV credit will be calculated daily by the reduction in strontium concentration demonstrated by the lowest LRV from the RO trains (i.e. using the highest RO effluent strontium concentration). As of the date of this conditional acceptance letter, there is no drinking water analytical method for elemental strontium in the California ELAP field of testing. The City will not be credited with RO LRV credit demonstrated by strontium reduction until DDW's written acceptance for the analytical method is provided. The results of strontium analysis must be available within 24 hours. If strontium data are unavailable, the RO LRV credit must be determined by the second tier.
 - ii. Tier 2: Continuous TOC monitoring (at least once every 15-minutes) of the combined RO feed stream and the combined RO effluent stream. The RO LRV credit will be calculated based on the average daily reduction in TOC. If first tier (strontium) and second tier (TOC) data are unavailable, the RO LRV credit must be determined by the third tier.
 - iii. Tier 3: Continuous electrical conductivity (EC) monitoring (at least once every 15-minutes) of the combined RO feed stream and effluent stream of each RO train. The RO LRV credit must be calculated based on the minimum daily EC reduction, if first tier (strontium) and second tier (TOC) data are unavailable.
- h. To meet the requirement of section 60320.302(b), online EC monitoring must be conducted to ensure the integrity of the RO system at the NCPWF. The effluent of each RO train (including each stage) must be monitored continuously for EC. The minimum and average EC removal achieved by each train at the NCPWF must be calculated and recorded continuously (based on readings taken at least every 15 minutes). The City must describe the NCPWF RO monitoring program and how on-going performance monitoring will be conducted to indicate when the integrity of the RO process has been compromised in the SWSAP Operation Plan.
- i. The NCPWF RO monitoring program must include at least the following elements:
 - i. Determination of baseline integrity test values for intact membranes during commissioning of the NCPWF.
 - ii. Determination of lower and upper control limits for each surrogate to be used for integrity testing. Perform surrogate mass balance calculations for the RO treatment system to provide the basis for lower and upper control limit values. Provide a response plan for exceedances of lower and upper control limits.
 - iii. A schedule for vessel EC probing (i.e. vessel integrity). Each vessel must have conductivity measured at a minimum on a quarterly basis and kept in an

electronic logbook to establish a historical dataset and profile on vessel performance and integrity. Describe how the City will prioritize vessels to be inspected, if no prioritization scheme is going to be used, explain the reasoning. Include the vessel sampling plan and breach response proposal.

- iv. Incorporate the elements above into the SWSAP Operation Plan.
- j. The UV system must be operated with online monitoring. Alarms must be triggered when the following critical setpoints are reached:
 - i. UV dose less than 850 millijoules per square centimeter (mJ/cm^2).
 - ii. UV transmittance less than 95%.
 - iii. Complete UV reactor failure.
 - iv. Free chlorine residual less than 2.0 mg/L entering the UV system, or another setpoint approved by DDW after the AOP commissioning.
- k. At the respective UV system critical control points, online monitoring of calculated UV dose, UV intensity, UV electrical energy dose, free chlorine residual, pH, flowrate, and UV transmittance must be provided at all times. All instrumentation used to measure these parameters must be calibrated per the manufacturers' recommendations.
- l. At least monthly, all duty UV intensity sensors must be checked for calibration against a reference UV intensity sensor. Tolerance and response actions must be described in the approved SWSAP Operation Plan.
- m. The UV transmittance meter must be inspected and checked against a reference bench-top unit weekly to document accuracy. Tolerance and response actions must be described in the approved SWSAP Operation Plan.
- n. At the respective pipeline critical control points, continuous monitoring of the free chlorine residual, flowrate, temperature, and pH of the recycled water in the conveyance pipeline from the NCPWF to the chlorination station influent (upstream of Miramar Reservoir) must be provided at all times. LRV values must be determined using free chlorine CT as explained in the Engineering Report. Online flow meters and instrumentation must be properly calibrated. LRV credit must be determined based on minimum daily calculated free chlorine CT. Virus LRV credit of 6-log will be achieved if the minimum daily calculated free chlorine CT is greater than 10 mg-min/L. If the minimum daily free chlorine calculated CT is less than 10 mg-min/L, a maximum of 4 log inactivation of virus can be claimed.
- o. The City must submit reports to DDW providing a summary of monthly operational parameters for UV dose and free chlorine for the NCPWF.
- p. The monitoring and reliability features, including automatic diversion to waste or re-treatment at the NCWRP, and shutdown capability, must be demonstrated to DDW prior to releasing treated water into the Miramar reservoir and at any time requested by DDW or the San Diego Water Board.

- q. Based on the calculations of log reductions achieved daily by the entire treatment facility from the NCWRP to Miramar Reservoir, the City must report the total log reductions achieved per pathogen and whether the necessary log reductions (10-log enteric virus, 9-log *Giardia* cyst, and 10-log *Cryptosporidium* oocyst) have been achieved. The format of the monthly reporting form must be approved by DDW.
29. Per section 60320.312, the recycled water delivered to Miramar Reservoir must be sampled quarterly for primary drinking water MCLs (Tables 66431-A, 64442, 64443, 64444-A and 64533-A of Chapter 15 of Title 22) and lead and copper. The results must be reported to DDW, the San Diego Water Board, and the Miramar DWTP. Samples may be grab or 24-hour composite. Monitoring for contaminants with secondary MCLs (Tables 64449-A and B of Chapter 15 of Title 22) must be conducted annually on the same quarter as specified by DDW. Monthly monitoring of the effluent of the advanced treatment process conducted per section 60320.302(h) can be used to satisfy monitoring requirements per section 60320.312(a) and (b), with the exception of monitoring for disinfection byproducts per Table 64533-A. The City must collect paired disinfection byproduct samples quarterly from NCPWF effluent at NCPW Pump Station and from NCPW dechlorination facility effluent until at least 12 months of operation at the final ramp-up stage with no results exceeding the disinfection byproduct MCLs. Paired sample collection times must be adjusted for the hydraulic retention time between the two sample sites, such that sampling at NCPW Pump Station and NCPW dechlorination facility are representative of the same element of water moving through the treatment process. The City is subject to subsequent sampling and notification requirements for exceedances, which can result in suspension of delivery of the recycled water to Miramar Reservoir.
30. Per section 60320.320, each quarter the City must sample and analyze the recycled water delivered to Miramar Reservoir for priority toxic pollutants (chemicals listed in 40 CFR section 131.38, "Establishment of numeric criteria for priority toxic pollutants for the State of California, as may be amended) and any additional chemicals specified by DDW based on the results of both the augmented reservoir monitoring conducted pursuant to section 60320.326 and the results of the assessment performed pursuant to section 60320.306(b)(1). The City must submit the results of the augmented reservoir monitoring conducted pursuant to section 60320.326 and the results of the assessment performed pursuant to section 60320.306(b)(1) upon completion to DDW and the San Diego Water Board.
31. Section 60320.302(h) requires effluent of the advanced treatment process under normal operating conditions to be monitored for contaminants with NLs monthly for the initial 12 months of operation. Subsequently, the monitoring frequency may be reduced to quarterly with DDW's approval. Monthly monitoring for contaminants with NLs is required for the duration of each ramp-up stage. The City may request reduction of monitoring for contaminants with NLs to quarterly after operating for 12 months of operation at the final ramp-up stage. If the monitoring is used to meet requirements for recycled municipal wastewater delivered to the augmented reservoir per section 60320.320(b), the City may not further reduce the quarterly monitoring frequency.
32. Section 60320.320(b) requires recycled municipal wastewater delivered to the augmented reservoir to be monitored for contaminants with NLs quarterly. The City is subject to additional sampling and notification requirements as stated in section 60320.320(b) if a contaminant's NL is exceeded.

33. Per section 60320.320(d), the City must monitor the recycled water delivered to Miramar Reservoir annually for nitrosomorpholine (NMOR), acetone, acesulfame potassium (Ace-K), and iohexol. DDW may specify future additional indicator compounds based on the following:
- a. a review of the City's Engineering Report,
 - b. the inventory developed pursuant to the City's local limits study or source control evaluations,
 - c. an indicator-compound's ability to characterize the performance of the treatment processes for removal of chemicals, and
 - d. the availability of a test method for a chemical.
34. Results of monitoring conducted pursuant to section 60320.320 must be reported to DDW and the San Diego Water Board no later than the end of the quarter following the quarter in which the City is notified of the results per section 60320.320(e).
35. The City must conduct paired sampling for the performance indicator constituents of emerging concern (CECs) stated in the State Water Board Recycled Water Policy for RO treatment process both prior to RO and after RO prior to the AOP.

Augmented Reservoir Monitoring Requirements

36. The City's proposed monitoring locations in Miramar Reservoir, as stated in a document titled "Proposed Monitoring and Reporting Plan – Pure Water Phase 1 Miramar Reservoir" dated August 2018, are acceptable for the purpose of meeting section 60320.326. The monitoring locations consist of three monitoring stations (MMA, MMB, and MMC) with ten discrete sampling locations and three profile locations. The City must include augmented reservoir monitoring methods and procedures in the SWSAP Operation Plan and inform DDW and the San Diego Water Board of any changes to sampling locations.
37. Per section 60320.326, prior to augmentation of Miramar Reservoir with recycled water, each month the City must collect samples, for no less than 24 consecutive months, from the identified monitoring locations. The samples must be analyzed for the secondary MCLs, TOC, total nitrogen, *E.coli* and total coliform bacteria, temperature, dissolved oxygen, chlorophyll a, total and dissolved phosphorus, and other DDW-specified chemicals and contaminants.

SWSAP Operation Plan

38. At least six months prior to operation, the City must submit and receive written approval of a SWSAP Operation Plan from DDW and the San Diego Water Board as required by section 60320.322. At a minimum, the SWSAP Operation Plan must identify and describe the operations, maintenance, analytical methods, and monitoring necessary to meet Article 5.3. The SWSAP Operation Plan must include the reporting frequency of monitoring results to DDW and the San Diego Water Board. The City must implement the SWSAP Operation Plan and update it to ensure it is, at all times, representative of the current operations, maintenance, and monitoring of the project. The City must receive written DDW approval for changes to the plan prior to implementation.

39. Per section 60320.322(b), prior to operation the City must, at a minimum, demonstrate to DDW and the San Diego Water Board that the personnel operating and overseeing the operations have received training in the following:
- a. The proper operation of all treatment processes utilized to achieve pathogen and chemical reduction.
 - b. Maintenance, calibration, and verification of instrumentation and analyzers.
 - c. Control systems, data trending, and the control strategy of plant systems.
 - d. Incident response and investigation.
 - e. Hazard Analysis Critical Control Point systems approach.
 - f. The California Safe Drinking Water Act, its implementing regulations, and all other relevant regulations.
 - g. The potential adverse health effects associated with the consumption of drinking water that does not meet California drinking water standards.

The SWSAP Operation Plan must identify an on-going training program to ensure that each operator has been trained in the above listed items, at a minimum.

40. The SWSAP Operation Plan must include a staffing plan, which includes information on operator staffing hours, shifts, and certification classes. The City must staff the NCPWF with operators that have obtained/are working to obtain an Advanced Water Treatment Operator Certification when available and in consultation with DDW and the San Diego Water Board.
41. Per section 60320.322(d), within six months following the first year of optimizing treatment processes and anytime thereafter when operations are optimized that result in a change in operation, the City must update the SWSAP Operation Plan to include the changes in operational procedures and submit the plan to DDW and the San Diego Water Board for review and written approval.

Operational Ramp-Up Plan

42. The City must submit to DDW for approval prior to commencement of augmenting Miramar Reservoir with recycled water, an operational ramp-up plan for the three stages presented in the Engineering Report. The average daily flowrate of recycled water to Miramar Reservoir must be no greater than: (1) 7.5 MGD in Stage 1, (2) 15 MGD in Stage 2, and (3) 30 MGD in Stage 3. The flowrate must be calculated as an average daily flow over a thirty-day period.
43. The operational ramp-up plan must include the NCPW Pump Station control strategy and final pumping scheme to demonstrate satisfactory flowrate management to the Miramar Reservoir, an enhanced water quality monitoring program and a checklist of specific targets to be met in each stage based on enhanced water quality monitoring prior to advancing to the subsequent stage for DDW review and approval.
44. For the duration of each ramp-up stage, the City must submit a monthly operational ramp-up status report to DDW, consisting of at least the following information:
- a. The water quality monitoring results, including discussions of any observed exceedances.

- b. A completed project operations checklist with supporting operational performance data.
 - c. A summary of operational performance including descriptions of, but not limited to, records of operational problems, diversions to emergency storage and disposal, corrective action taken, and process or equipment failures triggering an alarm.
45. Advancement from one ramp-up staging step to the next is contingent on:
- a. Successful demonstration of the ability to decouple Miramar Reservoir from the Miramar WTP witnessed by DDW, and
 - b. DDW written approval of final monthly ramp-up status report per stage.
46. A report summarizing the operation and monitoring results of all three stages of the operational ramp-up must be submitted to DDW and the San Diego Water Board no less than 90 days following the commencement of Stage 3 operation.

Cross Connection Control Program

47. The City must have no undesired or unintended reversal of flow of water or other liquids, gases, or other substances into the City's potable water distribution system or the NCPWF product water lines. Any such undesired or unintended reversal of flow must be reported to DDW within 24 hours of the City's knowledge of the incident.
48. Submit a comprehensive cross-connection control program for the NCPWF to DDW and the San Diego Water Board. The cross-connection control program must be submitted as a standalone document, separate from and prior to the submittal of the Operation Plan. The City must implement its cross-connection control program and update the program to ensure that the program is, at all times, representative of the current cross-connection control practices at the NCPWF. Revisions to the cross-connection control program for any reason, including changes resulting from inspections, must be done in consultation with an individual with a valid and current Cross-Connection Control Program Specialist certification issued by the California-Nevada section of the American Water Works Association.
49. Prior to the initial operation of the NCPWF and once every year thereafter, the City must ensure that potable water, wastewater, recycled water, chemical, and other waste or non-potable piping systems are inspected for possible cross-connections. Piping systems must be inspected for possible cross-connections after any modification to the NCPWF plumbing system are made.
50. The inspections must be performed by an individual with a valid and current Cross-Connection Control Program Specialist certification issued by the California-Nevada section of the American Water Works Association. A written report documenting the result of the initial inspection must be submitted to DDW. Submit subsequent inspection results with the annual report to DDW.

Future Submittals

The list of submittals below is a summary of additional items that the City must submit to DDW. The list includes, but is not limited to, the following:

1. The City must submit a Joint Plan to DDW for review and written approval per section 60320.301 prior to using the augmented reservoir as a source of drinking water.

2. The City must submit a draft of the SWSAP Operation Plan per section 60320.322 at least six months prior to startup. This draft SWSAP Operation Plan can be amended and finalized after completion of commissioning and startup testing. A final SWSAP Operation Plan must be submitted to DDW for approval within 90 days after startup. Submit updates to the SWSAP Operation Plan to DDW and the San Diego Water Board per 60320.322(d).
3. The City must submit for DDW's approval an AOP commissioning and testing protocol to demonstrate the AOP will provide no less than 0.5-log (69 percent) reduction of 1,4-dioxane as required in section 60320.302(c). The protocol must be submitted prior to conducting the test, at least 90 days prior to commissioning.
4. The City must submit local limits studies for the expanded North City WRP sewersheds to DDW prior to the start of the diversion of flow via the Morena Pump Station and update the study annually thereafter.
5. The City must submit a Flow Split Verification Report documenting the effort to reset the individual filter weirs to confirm equal flow split at the filter influent. Submit the report no later than 6 months after NCWRP commissioning.
6. The City must submit reports to DDW for components described in section 60320.302(e) and (f) within 60 days of completing the first 12-months full-scale operation and operational monitoring of the advanced treatment process.
7. The City must submit a tracer study protocol for the ozone contactor to DDW for approval prior to conducting the tracer study.
8. The City must submit a tracer study protocol for Miramar Reservoir to DDW for approval in compliance with section 64668.30.
9. The City must submit a membrane comprehensive integrity verification program to DDW for review and approval.
10. The City must submit to DDW for approval prior to commencement of augmenting Miramar Reservoir with recycled water, an operational ramp-up plan for the three stages presented in the Engineering Report. Supporting data and reports must be submitted to DDW monthly and upon completion of each stage. The City must receive DDW written approval prior to proceeding to the next stage.
11. If the Joint Plan is revised, the City must submit revisions to the Joint Plan in accordance with section 60320.301 not less than sixty (60) days prior to the effective date of the revised Joint Plan.
12. The City must submit an update to the SWSAP Operation Plan to DDW and San Diego Water Board within six months following the first year of optimizing treatment processes pursuant to section 60320.322(c) and anytime thereafter operations are optimized that result in a change in operation.
13. The City must update the Engineering Report to address any surface water augmentation project changes from the previous Engineering Report, and submit the report to DDW and the San Diego Water Board within fifteen months of operating at the final ramp-up stage (full operational flow) or no more than six years from the date of this conditional acceptance letter. Prior to the report update deadline, DDW may request changes to the surface water augmentation project operations be documented in a technical memorandum format.

14. Submit a comprehensive cross-connection control program for the NCPWF to DDW and the San Diego Water Board three (3) months prior to commissioning. The cross-connection control program must be submitted as a standalone document, separate from and prior to the submittal of the Operation Plan.

Surface Water Source Water Augmentation Project Public Water System (SWSAP-PWS) Requirements

The following requirements pertain to the City's responsibility as a water supplier whose approved surface water source of supply is augmented utilizing a SWSAP. These requirements do not need to be included in the City's discharge permit to Miramar Reservoir, but must be completed prior to using Miramar Reservoir as a source of supply. DDW San Diego District may provide additional requirements in a separate correspondence.

1. The City must submit an application and supporting information, including an amended Miramar DWTP operations plan, for a domestic water supply permit amendment for approval by DDW per section 64668.10, prior to discharging recycled water to Miramar Reservoir and using the reservoir as a source of supply for Miramar DWTP. Supporting information must include, but is not limited to the following:
 - a. Corrosion control treatment process control, parameters, and water quality targets
 - b. Miramar DWTP optimization
 - c. Distribution system asbestos representative sampling between 6 to 12 months of operation
2. Per section 64668.10, the City must have an approved Joint Plan signed by City staff responsible for operation of the NCWRP, NCPWF, and Miramar DWTP. The City staff responsible for operation of Miramar DWTP must revise the Miramar DWTP emergency plan and operations plan required pursuant to sections 64660(c)(2) and 64661 to include the elements of the Joint Plan and, at a minimum, include the means of providing an alternative source of domestic water supply, a DDW-approved treatment mechanism, or other actions to be taken to ensure a reliable supply of water is delivered that meets all drinking water standards. If revised, the City must submit revisions to the Joint Plan in accordance with section 60320.301 not less than sixty (60) days prior to the effective date of the revised Joint Plan.
3. Per section 64668.30(c) and (d), the City must demonstrate to DDW, utilizing tracer studies and hydrodynamic modeling, that at all times under all operating conditions, the volume of water withdrawn from the Miramar Reservoir contains no more than ten percent, by volume, recycled municipal wastewater that was delivered to Miramar Reservoir during any 24-hour period. A tracer study representative of normal operating conditions and utilizing an added tracer must be initiated within the first six months of operation. A tracer test protocol must be submitted to DDW for review and approval. The City must receive approval of the tracer study report prior to discharging to Miramar Reservoir and ramping up flows from the NCPWF. The City must conduct additional tracer studies if requested to do so by DDW.
4. Per section 64668.30(f), the City must secure and utilize an independent science advisory panel to meet the requirements of section 64668.30 pertaining to the hydraulic characterization of the reservoir, including tracer study verifications and hydraulic modeling used to demonstrate compliance with section 64668.30(c).

5. Per section 64668.30(g), the City must submit a plan describing the actions the City will take to assess and address potential impacts resulting from the introduction of advanced treated water into the Miramar DWTP and, indirectly, into the drinking water distribution system. The plan must be approved by DDW before augmenting Miramar Reservoir with advanced treated recycled water.

If you have any questions regarding this letter, please contact Sherly Rosilela at (916) 341-5578 or via email at Sherly.Rosilela@waterboards.ca.gov or me at (619) 525-4022 or via email at Randy.Barnard@waterboards.ca.gov.

Sincerely,



Randy Barnard, P.E.
Recycled Water Unit Chief
Recycled Water Unit
Division of Drinking Water
State Water Resources Control Board
1350 Front Street, Room 2050
San Diego, CA 92101

cc: John Helminski, City of San Diego (via email: JHelminski@sandiego.gov)

Jeff Pasek, City of San Diego (via email: JPasek@sandiego.gov)

David Barker, San Diego Water Board (via email: David.Barker@waterboards.ca.gov)

Brandi Outwin-Beals, San Diego Water Board (via email: Brandi.Outwin-Beals@waterboards.ca.gov)

Olufisayo Osibodu, San Diego Water Board (via email: Olufisayo.Osibodu@waterboards.ca.gov)

Kurt Souza, State Water Board, Division of Drinking Water (via email: Kurt.Souza@waterboards.ca.gov)

Sean McCarthy, State Water Board, Division of Drinking Water (via email: Sean.McCarthy@waterboards.ca.gov)

Sean Sterchi, State Water Board, Division of Drinking Water (via email: Sean.Sterchi@waterboards.ca.gov)

Lars Seifert, San Diego County DEH (via email: Lars.Seifert@sdcounty.ca.gov)

Exhibit D



THE CITY OF SAN DIEGO

M E M O R A N D U M

DATE: September 12, 2019

TO: Metro Technical Advisory Committee (Metro TAC)

FROM: Surraya Rashid, Deputy Director, Public Utilities Department

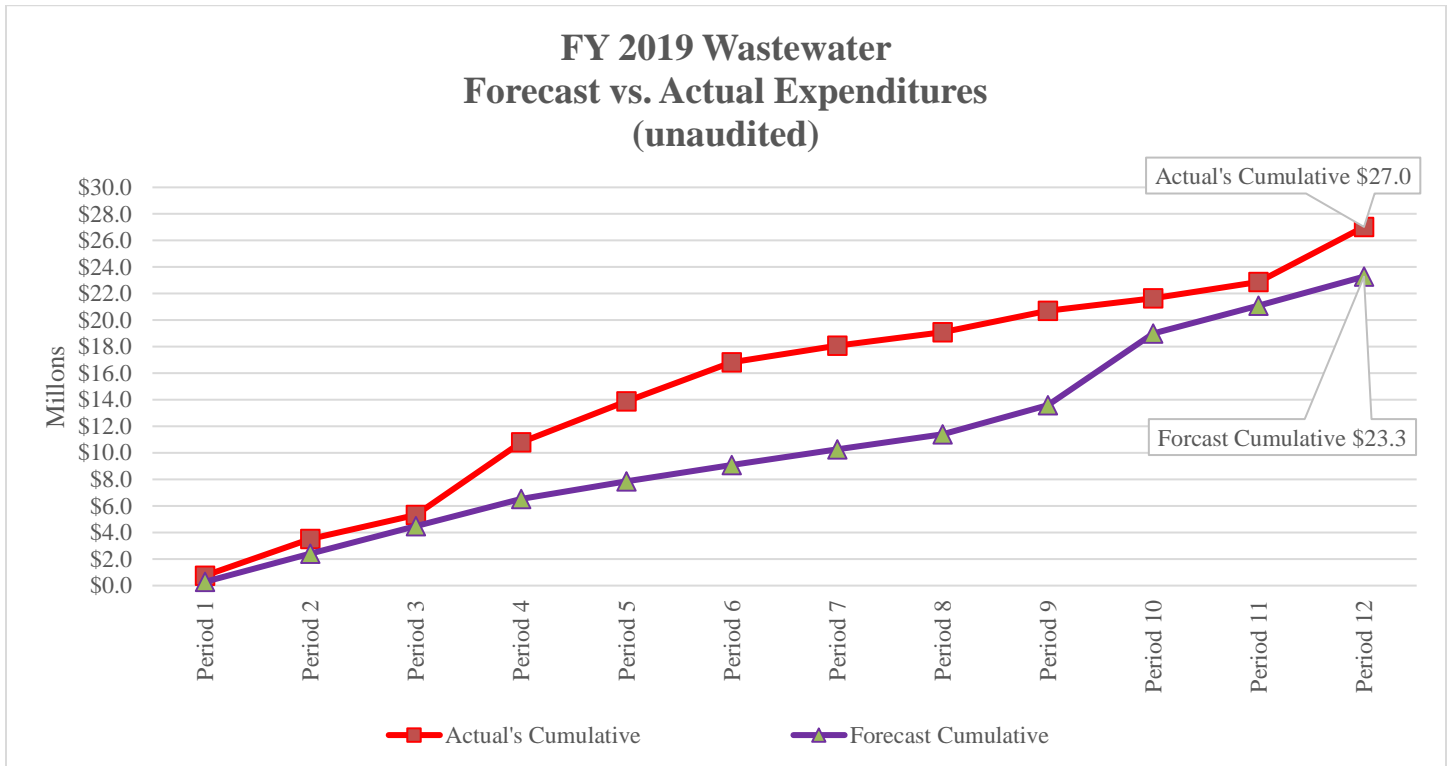
SUBJECT: FY2019 Capital Improvements Projects (CIP) Report – 4th Quarter

The Public Utilities Department hereby submits the FY2019 CIP updates for the period of April 1, 2019 through June 30, 2019.

The report includes the following:

- Forecast versus actual expenditures report
- Projects expenditure updates

FORECAST VERSUS ACTUAL EXPENDITURES UPDATES



FY 2019 - 4th Quarter (Financial Data run June 30, 2019)

NOTES:

- COSS Estimates use July 1, 2015 P6 Data Date
- Wastewater projects are separated into Muni and Metro

[illegible]

Exhibit E

Proposition 1 - Round 1 Implementation Grant

Recommended Project List

August 1, 2019

Project Title	Project Sponsor	Grant Amount
Paradise Valley Creek Water Quality and Community Enhancement*	City of National City	\$3,681,056
North City Pure Water Facility Influent Pump Station and Conveyance Pipeline	City of San Diego	\$1,477,600
2020 Regional Water Use Efficiency Programs	San Diego County Water Authority	\$1,440,000
North San Diego County Potable Reuse Project	City of Oceanside	\$4,560,000
Lower Santa Margarita River IPR Pilot Project	Fallbrook Public Utility Department	\$687,500
North San Diego County Integrated Recycled Water Project	San Elijo Joint Powers Authority	\$2,570,000
Total Grant for Projects		\$14,416,156
Grant Administration		\$920,180
Total Grant Request		\$15,336,336

*DAC Project

Attachment 3

Agreement

with Granicus

**AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN METRO WASTEWATER JOINT POWERS AUTHORITY
AND GRANICUS**

This agreement ("Agreement") is made and entered into as of November 7, 2019, 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 GRANICUS, LLC (hereinafter referred to as "Consultant"), a Minnesota limited liability company d.b.a. Granicus. Metro JPA and Consultant are sometimes referred to individually as "Party" and collectively as "Parties."

RECITALS

A. Metro JPA is a public agency of the State of California and is in need of professional services for the following project: Website Hosting, including hosting, maintenance, security, and technical support for Metro JPA's website, as well as training related thereto.

B. Consultant warrants that it has the necessary qualifications and experience 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 ("Services") attached hereto as Exhibit "A" and incorporated herein ("Scope of Services"), and the Terms and Conditions attached hereto as Exhibit "B" and incorporated herein ("Terms and Conditions"). In the event of a conflict between any provision of the Scope of Services and any provision of the Terms and Conditions, the Scope of Services shall prevail. In the event of a conflict between any provision of the Scope of Services and any provision of this Agreement, or any provision of the Terms and Conditions and any provision of this Agreement, the provisions of this Agreement shall prevail.

2. Compensation.

a. Subject to paragraphs 2(b) and 2(c) below, Metro JPA shall pay for Services in accordance with the Schedule of Charges set forth in Exhibit "C" and incorporated herein.

b. In no event shall the total amount paid for Website Hosting services exceed **\$8,255.86** without the written approval of Metro JPA. Periodic payments shall be made within thirty (30) days of receipt of an annual invoice. Payments to Consultant for Website Hosting services will pre-paid on an annual basis in the amounts stated in Exhibit "B"; provided,

however, that if this Agreement is terminated during its term, Consultant shall refund a pro-rata share of the applicable annual payment to Metro JPA, computed on a monthly basis.

c. Training not included with Website Hosting services shall be provided on an as-needed basis at the rates stated in Exhibit "C." In no event will the total amount paid for training services rendered by Consultant exceed the sum of **\$4,540.00** for the term of this Agreement. Payments for training services shall be made within thirty (30) days of receipt of an invoice.

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. Warranty

a. Service Warranty. Consultant warrants that all Services provided under this Agreement will be performed in a professional, competent and workmanlike manner in accordance with Exhibits "A" and "B." Consultant shall further provide a sufficient number of properly trained and competent staff to carry out the Services in a skilled and professional manner consistent with the best practices in Consultant's industry.

b. Service Level Commitment. Consultant warrants that Website Hosting will be available and accessible in accordance with the uptime commitment contained in the Exhibit "A" and that Consultant will utilize industry standard security protocols and monitoring to protect the Website from unauthorized access.

5. Maintenance and Ownership of Records; Backup.

a. 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.

b. All reports, records, data, memoranda, plans, studies, specifications, files or any other documents or materials, in electronic or any other form, that Consultant prepares or obtains pursuant to this Agreement (including such files or materials uploaded by Metro JPA to the Website) shall be and remain the property of Metro JPA ("Metro JPA Content"). Consultant

hereby agrees to deliver all Metro JPA Content in its original condition and format to Metro JPA upon termination or expiration of this Agreement.

c. Consultant will take commercially reasonable efforts to protect, back up, and control access to Metro JPA Content.

6. Time of Performance; Term.

Consultant shall perform the Services in a prompt and timely manner and shall commence performance beginning December 15, 2019, with no interruption in the Services from the prior contract between Metro JPA and Consultant (as the successor in interest to Vision Internet Providers). This Agreement shall terminate on December 14, 2022, unless otherwise extended by a written amendment signed by both Parties or otherwise earlier terminated pursuant to Section 16 of this Agreement.

7. 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.

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

9. 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.

10. 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 will not be unreasonably withheld. 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.

11. Independent Consultant.

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

12. Insurance.

a. Commercial General Liability.

(i) The Consultant shall take out and maintain, during the performance of all work under this Agreement, in amounts not less than specified herein, Commercial General Liability Insurance, in a form and with insurance companies acceptable to 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 00 01) or exact equivalent.

(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) Contractual Liability with respect to this Agreement
- (6) Broad Form Property Damage
- (7) Independent Consultants Coverage

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

(v) The policy shall give Metro JPA, the Board and each member of the Board, its officers, employees, agents and Metro JPA designated volunteers additional insured status using ISO endorsement forms CG 20 10 10 01 and 20 37 10 01, or endorsements providing the exact same coverage.

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

b. Automobile Liability.

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

(ii) Coverage for Automobile Liability Insurance shall be at least as broad as coverage Symbols 8 and 9 (or Symbol 1 in the event Consultant owns any vehicles).

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

(iv) The policy shall give Metro JPA, the Board and each member of the Board, its officers, employees, agents and Metro JPA designated volunteers additional insureds status.

c. Workers' Compensation/Employer's Liability.

(i) Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and he/she will comply with such provisions before commencing work under this Agreement.

(ii) To the extent Consultant has employees at any time during the term of this Agreement, at all times during the performance of the work under this Agreement, the Consultant shall maintain full compensation insurance for all persons employed directly by him/her to carry out the work contemplated under this Agreement, all in accordance with the "Workers' Compensation and Insurance Act," Division IV of the Labor Code of the State of California and any acts amendatory thereof, and Employer's Liability Coverage in amounts indicated herein. Consultant shall require all subconsultants to obtain and maintain, for the period required by this Agreement, workers' compensation coverage of the same type and limits as specified in this section.

d. Technology Professional Liability (Errors and Omissions)

At all times during the performance of the work under this Agreement the Consultant shall maintain technology professional liability or Errors and Omissions insurance appropriate to its profession, in a form and with insurance companies acceptable to the Metro JPA and in an amount indicated herein. Coverage shall be sufficiently broad to respond to the duties and obligations undertaken by Consultant in this Agreement, including, but not limited to: claims involving infringement of intellectual property, copyright and trademark; invasion of privacy violations; information theft; release of private information; extortion; and network security. The policy shall include, or be endorsed to include, property damage liability for damage to, alteration of, loss of, or destruction of electronic data and/or informational property of Metro JPA in the care, custody or control of Consultant. If not covered by such policy, such property coverage of Metro JPA property may be included or endorsed in a cyber liability policy in an

amount sufficient to cover the full replacement value of damage to, alteration of, loss of, or destruction of electronic data and/or informational property of Metro JPA that will be in the care, custody or control of Consultant.

This insurance shall be endorsed to include contractual liability applicable to this Agreement and shall be written on a policy form coverage specifically designed to protect against acts, errors or omissions of the Consultant. "Covered Professional Services" as designated in the policy must specifically include work performed under this Agreement. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend.

e. Minimum Policy Limits Required

(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
Workers' Compensation	Statutory
Employer's Liability (if applicable)	\$1,000,000 per occurrence
Technology Professional Liability	\$2,000,000 per claim and aggregate (errors and omissions)

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

(iii) Requirement of specific coverage or minimum limits contained in this section are not intended as a limitation on coverage, limits or any other requirement, or a waiver of any coverage normally provided by any insurance. Any available coverage shall be provided to the parties required to be named as Additional Insured pursuant to this Agreement.

f. Evidence Required.

Prior to execution of the Agreement, the Consultant shall file with the Metro JPA evidence of insurance from an insurer or insurers certifying to the coverage of all insurance required herein. Such evidence shall include original copies of the ISO CG 00 01 (or insurer's equivalent) signed by the insurer's representative and Certificate of Insurance (Acord Form 25-S or equivalent), together with all required endorsements. All evidence of insurance shall be signed by a properly authorized officer, agent, or qualified representative of the insurer and shall certify the names of the insured, any additional 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) Consultant shall provide Metro JPA at least thirty (30) days prior written notice of cancellation of any policy required by this Agreement, except that the Consultant shall provide at least ten (10) days prior written notice of cancellation of any such policy due to non-payment of premium. If any of the required coverage is cancelled or expires during the term of this Agreement, the Consultant shall deliver renewal certificate(s), including the General Liability Additional Insured Endorsement, to Metro JPA at least ten (10) days prior to the effective date of cancellation or expiration.

(ii) The Commercial General Liability Policy and Automobile Liability Policy shall contain a provision stating that the Consultant's policies are primary insurance and that any insurance, self-insurance or other coverage maintained by Metro JPA or any named insureds shall not be called upon to contribute to any loss.

(iii) The retroactive date (if any) of each policy is to be no later than the effective date of this Agreement. Consultant shall maintain such coverage continuously for a period of at least three years after the completion of the work under this Agreement. Consultant shall purchase a one (1) year extended reporting period A) if the retroactive date is advanced past the effective date of this Agreement; B) if the policy is cancelled or not renewed; or C) if the policy is replaced by another claims-made policy with a retroactive date subsequent to the effective date of this Agreement.

(iv) All required insurance coverages, except for the professional liability coverage, shall contain or be endorsed to waiver of subrogation in favor of Metro JPA, the Board and each member of the Board, its officers, employees, agents and Metro JPA designated volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against Metro JPA, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

(v) The limits set forth herein shall apply separately to each insured against whom claims are made or suits are brought, except with respect to the limits of liability. Further the limits set forth herein shall not be construed to relieve the Consultant from liability in excess of such coverage, nor shall it limit the Consultant's indemnification obligations to Metro JPA and shall not preclude Metro JPA from taking such other actions available to Metro JPA under other provisions of the Agreement or law.

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) Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and admitted to transact in the business of

insurance in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

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 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.

(ii) If at any time during the life of the Agreement, any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, Metro JPA has the right but not the duty to obtain the insurance it deems necessary and any premium paid by Metro JPA will be promptly reimbursed by Consultant or Metro JPA will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, Metro JPA may cancel this Agreement.

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

(iv) Neither Metro JPA nor any of its officials, officers, employees, agents or volunteers shall be personally responsible for any liability arising under or by virtue of this Agreement.

j. Subconsultant Insurance Requirements. Consultant shall not allow any subcontractors or subconsultants to commence work on any subcontract until they have provided evidence satisfactory to Metro JPA that they have secured all insurance required under this section. Policies of commercial general liability insurance provided by such subcontractors or subconsultants shall be endorsed to name Metro JPA as an additional insured using ISO form CG 20 38 04 13 or an endorsement providing the exact same coverage. If requested by Consultant, Metro JPA may approve different scopes or minimum limits of insurance for particular subcontractors or subconsultants.

13. Indemnification.

To the fullest extent permitted by law, Consultant shall defend (with counsel of Metro JPA's choosing), indemnify and hold Metro JPA, its Board, members of the Board, employees, and authorized volunteers free and harmless from any and all claims, demands, causes of action, suits, actions, proceedings, costs, expenses, liability, judgments, awards, decrees, settlements, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's services, the Project or this Agreement, including without limitation the payment of all consequential damages, expert witness fees and attorneys' fees and other related costs and expenses. Notwithstanding the foregoing, to the extent Consultant's services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to Claims that

arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Metro JPA, its Board, members of the Board, employees, or authorized volunteers.

14. California Labor Code Requirements.

Consultant is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. If the services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws, if applicable. Consultant shall defend, indemnify and hold Metro JPA, its member agencies, elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Consultant and all subconsultants to comply with all California Labor Code provisions, which include but are not limited to prevailing wages, employment of apprentices, hours of labor and debarment of contractors and subcontractors.

If the services are being performed as part of an applicable "public works" or "maintenance" project, in addition to the foregoing, then pursuant to Labor Code sections 1725.5 and 1771.1, the Consultant and all subconsultants must be registered with the Department of Industrial Relations ("DIR"). Consultant shall maintain registration for the duration of the Agreement and require the same of any subconsultants. The Services under this Agreement may also be subject to compliance monitoring and enforcement by the DIR. It shall be Consultant's sole responsibility to comply with all applicable registration and labor compliance requirements, including the submission of payroll records directly to the DIR.

15. 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.

16. 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 ninety (90) calendar days' written notice to Consultant. In such event, Metro JPA shall be immediately given title and possession to all Metro JPA Content, 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.

17. 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 National City City Hall 1243 National City Blvd. National City, CA 91950 Attn: Roberto Yano, City of National City	Granicus LLC Contracts 408 St. Peter Street, Suite 600 St. Paul, MN 55102 Attn: Contracts

and shall be effective upon receipt thereof.

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. Severability.

The unenforceability, invalidity or illegality of any provision(s) of this Agreement shall not render the other provisions unenforceable, invalid or illegal.

20. 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.

[SIGNATURES ON FOLLOWING PAGE]

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

METRO WASTEWATER JPA:

GRANICUS LLC:

By: _____
Jerry Jones
Chair

By: _____
Dawn Kubat
Vice President of Legal

APPROVED AS TO FORM:

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

EXHIBIT “A”

Scope of Services

Consultant shall provide the following services:

- govAccess Website Hosting, which shall include hosting, maintenance, security, and technical support services. Such services shall be provided in a manner consistent with the “Help Desk Services” document attached to this Exhibit.
- Training for use of Granicus Solutions, including in-person or live training for at least two (2) representatives of Metro JPA and a written manual for Metro JPA’s use of Granicus Solutions.

EXHIBIT “B”

Terms and Conditions

Limitation of Liability

1. **EXCLUSION OF CONSEQUENTIAL AND RELATED DAMAGES.** UNDER NO CIRCUMSTANCES SHALL CONSULTANT BE LIABLE FOR ANY SPECIAL, INDIRECT, PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, CONSULTANT SHALL NOT BE LIABLE FOR: (A) ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OR CORRUPTION OF METRO JPA DATA; (B) COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY; (C) LOSS OF BUSINESS; (D) DAMAGES ARISING OUT OF ACCESS TO OR INABILITY TO ACCESS THE SERVICES, SOFTWARE, CONTENT, OR RELATED TECHNICAL SUPPORT; OR (E) FOR ANY MATTER BEYOND CONSULTANT’S REASONABLE CONTROL, EVEN IF CONSULTANT HAS BEEN ADVISED OF THE POSSIBILITY OF ANY OF THE FOREGOING LOSSES OR DAMAGES.
2. **LIMITATION OF LIABILITY.** EXCEPT FOR AN INDEMNITY CLAIM PURSUANT TO SECTION 13 OR A CLAIM COVERED BY AN INSURANCE POLICY REQUIRED UNDER SECTION 12, IN NO INSTANCE SHALL EITHER PARTY’S LIABILITY TO THE OTHER PARTY FOR DIRECT DAMAGES UNDER THIS AGREEMENT (WHETHER IN CONTRACT OR TORT OR OTHERWISE) EXCEED THE FEES PAID BY METRO JPA FOR THE GRANICUS PRODUCTS AND SERVICES DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE DATE THE DAMAGED PARTY NOTIFIES THE OTHER PARTY IN WRITING OF THE CLAIM FOR DIRECT DAMAGES. CONSULTANT SHALL NOT BE RESPONSIBLE FOR ANY LOST PROFITS OR OTHER DAMAGES, INCLUDING DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR ANY OTHER DAMAGES, HOWEVER CAUSED. NEITHER PARTY MAY INSTITUTE AN ACTION IN ANY FORM ARISING OUT OF NOR IN CONNECTION WITH THIS AGREEMENT MORE THAN TWO (2) YEARS AFTER THE CAUSE OF ACTION HAS ARISEN. THE ABOVE LIMITATIONS WILL NOT LIMIT METRO JPA’S PAYMENT OBLIGATIONS.

EXHIBIT “C”

Schedule of Charges

Website Hosting

Service	Period	Annual Fee
govAccess Website Hosting	12/15/19 – 12/14/20	\$2,568.00
govAccess Website Hosting	12/15/20 – 12/14/21	\$2,747.76
govAccess Website Hosting	12/15/21 – 12/14/22	\$2,940.10

Training

Service	Period	Cost
In-person training	As requested by Metro JPA	\$4,540 total for two days (includes all costs, expenses, travel, incidentals, etc.)
Live online training	As requested by Metro JPA	\$1,000 per day

Payment Terms:

- Payments for Website Hosting are due at the beginning of the period of performance.
- Payments are subject to the not-to-exceed amounts set forth in paragraph 2 of the Agreement.

EXHIBIT “D”

Insurance Certificates

Insurance documentation is included on the following pages.

Attachment 7

Secondary

Equivalence

Legislation

116TH CONGRESS
1ST SESSION

H. R. 4611

To modify permitting requirements with respect to the discharge of any pollutant from the Point Loma Wastewater Treatment Plant in certain circumstances, and for other purposes.

IN THE HOUSE OF REPRESENTATIVES

OCTOBER 4, 2019

Mr. PETERS introduced the following bill; which was referred to the Committee on Transportation and Infrastructure, and in addition to the Committee on Natural Resources, for a period to be subsequently determined by the Speaker, in each case for consideration of such provisions as fall within the jurisdiction of the committee concerned

A BILL

To modify permitting requirements with respect to the discharge of any pollutant from the Point Loma Wastewater Treatment Plant in certain circumstances, and for other purposes.

1 *Be it enacted by the Senate and House of Representa-*
2 *tives of the United States of America in Congress assembled,*

3 **SECTION 1. SHORT TITLE.**

4 This Act may be cited as the “Ocean Pollution Re-
5 duction Act II”.

6 **SEC. 2. FINDINGS.**

7 Congress finds the following:

1 (1) In 1972, Congress passed the Federal
2 Water Pollution Control Act Amendments of 1972,
3 which required publicly owned treatment works to
4 achieve secondary treatment capability by 1977.

5 (2) In 1994, the United States District Court
6 for the Southern District of California determined
7 that upgrading the City of San Diego’s Point Loma
8 Wastewater Treatment Plant (in this Act referred to
9 as the “Point Loma Plant”) to secondary treatment
10 standard would not be in the public interest, being
11 excessively costly without producing additional envi-
12 ronmental benefits.

13 (3) The Point Loma Plant currently meets all
14 the requirements of secondary treatment except for
15 the removal of total suspended solids and bio-
16 chemical oxygen demand.

17 (4) At the direction of Congress, the Environ-
18 mental Protection Agency (in this Act referred to as
19 the “EPA”) requested that the National Research
20 Council advise the agency on ways to improve waste-
21 water management in coastal urban areas. The re-
22 sulting study “Managing Wastewater in Coastal
23 Urban Areas” produced several important findings,
24 including—

1 (A) biochemical oxygen demand discharged
2 through a well-designed outfall is generally not
3 of ecological concern in open coastal waters;

4 (B) total suspended solids can be ade-
5 quately controlled by advanced primary treat-
6 ment and high dilution outfalls; and

7 (C) over-control is particularly likely along
8 ocean coasts, but nevertheless full secondary
9 treatment is required regardless of cost or lack
10 of benefits.

11 (5) Past reviews by the City of San Diego, the
12 EPA, the State of California, and scientists affili-
13 ated with the Scripps Institution of Oceanography,
14 the University of California, San Diego, and other
15 organizations have concluded the Point Loma Plant
16 does not have any known significant adverse effect
17 on the ocean environment outside the immediate
18 area of the discharge.

19 (6) The ocean outfall for the Point Loma Plant
20 discharges effluent 4.5 miles from the coast at a
21 depth of over 300 feet, one of the longest and deep-
22 est ocean outfalls in the world.

23 (7) Implementing full secondary treatment
24 standards at the Point Loma Plant will cost approxi-
25 mately \$1,800,000,000.

1 (8) Implementing full secondary treatment
2 standards at the Point Loma Plant is contrary to
3 the national interest, in that it will compromise
4 views from the Cabrillo National Monument and
5 interfere with the Navy's use of adjacent property.

6 (9) The City of San Diego generates all the en-
7 ergy it needs to operate the Point Loma Plant onsite
8 through co-generation. Implementing full secondary
9 treatment will turn a "green" facility into one of the
10 region's largest energy consumers, requiring the pur-
11 chase of over \$17,000,000 each year in electricity
12 and producing more than 100,000 tons of green-
13 house gas emissions annually.

14 (10) Implementing full secondary treatment
15 standards at the Point Loma Plant will require re-
16 moval of 1,250,000 tons of earth from environ-
17 mentally sensitive habitat immediately adjacent to
18 the Point Loma Ecological Reserve.

19 (11) Recognizing the unique situation sur-
20 rounding the Point Loma Plant, Congress adopted
21 the Ocean Pollution Reduction Act (OPRA). OPRA
22 allowed the Point Loma Plant to avoid conversion to
23 full secondary treatment and instead operate under
24 a modified permit according to standards contained

1 in sections 301(h) and 301(j)(5) of the Federal
2 Water Pollution Control Act, as modified by OPRA.

3 (12) The City of San Diego has complied with
4 all requirements of OPRA and the results have been
5 significant, including reduction in the discharge of
6 total suspended solids and biochemical oxygen de-
7 mand, advanced ocean monitoring, and construction
8 of 45,000,000 gallons per day of treatment capacity
9 to produce reclaimed water at a cost of approxi-
10 mately \$340,000,000.

11 (13) This Act will capitalize on the record of
12 improvements initiated under OPRA and provide a
13 framework for further enhancements to the City of
14 San Diego's water and wastewater systems, in-
15 creased potable water reliability, and additional
16 meaningful environmental protection.

17 (14) The City of San Diego has completed its
18 Water Purification Demonstration Project showing
19 that municipal wastewater can successfully be treat-
20 ed to levels suitable for potable reuse. The City of
21 San Diego completed its Recycled Water Study in
22 2012 describing how wastewater can be diverted
23 from the Point Loma Plant to new treatment facili-
24 ties to generate water suitable for potable reuse.
25 Through the construction and operation of new

1 treatment facilities to produce 83,000,000 gallons
2 per day of water suitable for potable reuse, the City
3 of San Diego is expected to reduce the total sus-
4 pended solids discharged by the Point Loma Plant
5 to the same or lower levels as would be achieved by
6 implementing full secondary treatment, while cre-
7 ating an important new local source of water.

8 (15) The City of San Diego currently relies on
9 imported water for over 85 percent of its water sup-
10 ply. A new local source of water can significantly re-
11 duce the environmental impacts of importing water
12 to San Diego from the Colorado River and the Cali-
13 fornia Bay-Delta by offsetting the City's demand for
14 imported water.

15 (16) Due to the severe drought in California,
16 the 2014 water allocation from the State Water
17 Project was only 5 percent of normal, forcing water
18 agencies to draw down water reserves, implement
19 mandatory conservation measures, and search for
20 new, dependable sources of water.

21 **SEC. 3. SAN DIEGO POINT LOMA PERMITTING REQUIRE-**
22 **MENTS.**

23 (a) IN GENERAL.—Notwithstanding any other provi-
24 sion of the Federal Water Pollution Control Act (33
25 U.S.C. 1251 et seq.) or section 307 of the Coastal Zone

1 Management Act of 1972 (16 U.S.C. 1456), the Adminis-
2 trator may issue a permit under section 402 of the Federal
3 Water Pollution Control Act (33 U.S.C. 1342), which, in
4 lieu of the requirements of section 301(j)(5) of such Act
5 (33 U.S.C. 1311(j)(5)), and in lieu of section
6 301(b)(1)(B) of such Act (33 U.S.C. 1311(b)(1)(B)) oth-
7 erwise applicable to the discharge of biochemical oxygen
8 demand (in this section referred to as “BOD”) and total
9 suspended solids (in this section referred to as “TSS”)
10 from the Point Loma Plant into marine waters, applies
11 or otherwise ensures implementation of the provisions of
12 subsection (b).

13 (b) CONDITIONS.—The permit shall apply or other-
14 wise ensure that the applicant shall—

15 (1) maintain the currently designed deep ocean
16 outfall from the Point Loma Wastewater Treatment
17 Plant with a discharge depth of no less than 300
18 feet and distance from the shore of no less than 4
19 miles;

20 (2) discharge no more than 12,000 metric tons
21 of TSS per year commencing on the date of enact-
22 ment of this section, no more than 11,500 metric
23 tons of TSS per year commencing on December 31,
24 2025, and no more than 9,942 metric tons of TSS
25 per year commencing on December 31, 2027;

1 (3) discharge not more than 60 milligrams per
2 liter of TSS, calculated as a 30-day average;

3 (4) remove no less than 80 percent of TSS on
4 a monthly average and no less than 58 percent of
5 BOD on an annual average, taking into account re-
6 moval occurring at all treatment processes for waste-
7 water upstream from and at the Point Loma Waste-
8 water Treatment Plant;

9 (5) attain all other effluent limitations of sec-
10 ondary treatment as determined by the Adminis-
11 trator pursuant to section 304(d)(1) of the Federal
12 Water Pollution Control Act (33 U.S.C. 1314(d)(1)),
13 other than with respect to concentration limits for
14 BOD and TSS;

15 (6) comply with the requirements applicable to
16 Federal issuance of a permit under section 402 of
17 the Federal Water Pollution Control Act, including
18 State approval consistent with this Act and ocean
19 discharge criteria evaluation pursuant to sections
20 401 and 403 of the Federal Water Pollution Control
21 Act, respectively (33 U.S.C. 1341 and 33 U.S.C.
22 1343);

23 (7) implement the pretreatment program re-
24 quirements of sections 301(h)(5) and 301(h)(6) of
25 the Federal Water Pollution Control Act (33 U.S.C.

1 1311(h)(5) and 33 U.S.C. 1311(h)(6)) in addition to
2 the requirements of section 402(b)(8) of the Federal
3 Water Pollution Control Act (33 U.S.C. 1342(b)(8));
4 (8) provide 10 consecutive years of ocean moni-
5 toring data and analysis for the period immediately
6 preceding the date of each application sufficient to
7 demonstrate to the satisfaction of the Administrator
8 that the discharge of pollutants pursuant to this sec-
9 tion meets the requirements of section 301(h)(2) of
10 the Federal Water Pollution Control Act (33 U.S.C.
11 1311(h)(2)) and that the applicant has established
12 and will maintain throughout the permit term an
13 ocean monitoring program that meets or exceeds the
14 requirements of section 301(h)(3) of the Federal
15 Water Pollution Control Act (33 U.S.C. 1311(h)(3));
16 and

17 (9) to the extent potable reuse is permitted by
18 Federal and State regulatory agencies, demonstrate
19 that at least 83,000,000 gallons per day on an an-
20 nual average of water suitable for potable reuse will
21 be produced by December 31, 2035, taking into ac-
22 count production of water suitable for potable reuse
23 occurring at all treatment processes for wastewater
24 upstream from and at the Point Loma Plant.

1 (c) MILESTONES.—The Administrator shall deter-
2 mine development milestones necessary to ensure compli-
3 ance with this section and include such milestones as con-
4 ditions in each permit issued before December 31, 2035.

5 (d) SECONDARY TREATMENT.—Nothing in this sec-
6 tion prevents the applicant from alternatively submitting
7 an application for the Point Loma Plant that complies
8 with secondary treatment pursuant to section
9 301(b)(1)(B) and section 402 of the Federal Water Pollu-
10 tion Control Act (33 U.S.C. 1311(b)(1)(B) and 33 U.S.C.
11 1342).

12 (e) DEFINITIONS.—Any term used in this section
13 which is also used under the Federal Water Pollution Con-
14 trol Act shall have the same meaning as when used in such
15 Act.

○

Attachment 8

Pure Water

Program

Litigation &

Legislation



BACKGROUND AND UPDATE REGARDING PURE WATER LITIGATION & LEGISLATION

ISSUE:

The construction contract process for Phase I of the San Diego Pure Water program has been stopped due to litigation between the San Diego Chapter of the Associated General Contractors of America (“AGC”) and the City of San Diego (“City”) in a dispute over labor requirements included in certain Pure Water contracts. State legislation intended to allow the City to potentially avoid the legal issues raised in the AGC and move forward with the Pure Water construction contract process has been passed by the Legislature and is awaiting the Governor’s signature.

RECOMMENDATION:

Receive report on status of litigation and legislation.

BACKGROUND:

In 2012, City of San Diego voters approved Proposition A, which adopted an ordinance prohibiting the City from requiring a “project labor agreement” (“PLA”) on City construction projects, except where required by state or federal law as a contracting or procurement obligation, or as a condition of state or federal funds.

A PLA is generally defined as a collective bargaining agreement between a contractor and a labor organization setting terms and conditions of employment for a specific project. PLAs can address a number of project issues, including wages, benefits, strikes, and lockouts.

In February 2019, the City began soliciting construction contract proposals for the North City Advanced Water Treatment Facility (“AWT Facility”), which is part of Phase I of the Pure Water program. Before bids were opened for AWT Facility construction, the San Diego chapter of AGC sought a preliminary injunction, arguing that the proposed contract contained labor requirements which violated the ordinance adopted by Proposition A. On June 24, 2019, the Superior Court granted AGC’s request for a preliminary injunction.

Recently, the California Legislature passed a bill (AB 1290, Gloria) that is intended to allow the City to proceed with the Pure Water contract process despite the legal challenge by AGC. Specifically, the legislation would expressly require, as a condition of receiving certain state funding, that any Pure Water construction contracts awarded

on or after January 1, 2020 require the contractor to enter into a project labor agreement that meets the requirements of Section 2500 of the Public Contract Code. As of the date of this report, the legislation has not yet been signed by the Governor.

A copy of the Superior Court's decision on the preliminary injunction and a copy of AB 1290 are attached with this report.

SUPERIOR COURT OF CALIFORNIA,
COUNTY OF SAN DIEGO
CENTRAL

MINUTE ORDER

DATE: 06/24/2019

TIME: 01:59:00 PM

DEPT: C-64

JUDICIAL OFFICER PRESIDING: John S. Meyer

CLERK: Herlinda Chavarin

REPORTER/ERM: Not Reported

BAILIFF/COURT ATTENDANT:

CASE NO: **37-2019-00026631-CU-WM-CTL** CASE INIT.DATE: 05/23/2019

CASE TITLE: **ASSOCIATED GENERAL CONTRACTORS OF AMERICA SAN DIEGO CHAPTER INC
vs CITY OF SAN DIEGO [IMAGED]**

CASE CATEGORY: Civil - Unlimited

CASE TYPE: Writ of Mandate

APPEARANCES

The Court, having taken the above-entitled matter under submission on June 21, 2019 and having fully considered the arguments of all parties, both written and oral, as well as the evidence presented, CONFIRMS its tentative ruling:

Motion for Preliminary Injunction

Plaintiffs/Petitioners Associated General Contractors of America, San Diego Chapter, Inc. and Associated General Contractors of America, San Diego Chapter, Inc. Apprenticeship and Training Trust Fund (referred to jointly as "AGC") bring this motion, seeking a preliminary injunction enjoining Defendants/Respondents City of San Diego, et al. ("the City") from requiring that bidding contractors for the North City Pure Water Facility project use apprentices registered in Joint Labor Management Apprentice Programs ("JLMAP"). AGC contends that the City's requirement that bidding contractors use apprentices registered in a JLMAP violates SDMC §22.4402.

"[T]he question whether a preliminary injunction should be granted involves two interrelated factors: (1) the likelihood that the plaintiff will prevail on the merits, and (2) the relative balance of harms that is likely to result from the granting or denial of interim injunctive relief." *White v. Davis* (2003) 30 Cal.4th 528, 554.

On February 19, 2019, the City began soliciting construction contract proposals for the "North City Pure Water Facility" ("the Contract"), which purportedly has an "Estimated Bid Value" of \$398,000,000. Bids for the Contract were due by May 31, 2019, but the City agreed to extend the bidding process until after this preliminary injunction could be heard.

The Contract's specifications, and its "Submittal Requirements," include the following labor force condition: "[A]ll apprentices used on the Project shall further be registered in Joint Labor Management Apprentice Programs ["JLMAP"] approved by the State of California." See Bidding Documents for the North City Pure Water Facility, §11.1. Further, the "Submittal Requirements" state that documentation "demonstrating that all apprentices working on the Project will be registered in a Joint Labor

Management Apprenticeship Program" shall be "submitted to the City within 30 days after bid opening, unless additional time is granted by the City in its sole discretion." *Id.* § 11.2.

The "Fair and Open Competition - Prohibition on Requiring Project Labor Agreements" Ordinance states:

"Except as required by state or federal law as a contracting or procurement obligation, or as a condition of the receipt of state or federal funds, the City shall not require a Contractor on a Construction Project to execute or otherwise become a party to a Project Labor Agreement as a condition of bidding, negotiating, awarding or the performing of a contract." SDMC §22.4402.

The City does not dispute that the JLMAP requirement is counter to the intent of the Ordinance, which mandates that no contractor may be required to become a party to a Project Labor Agreement ("PLA") as a condition to bidding on a City contract.

Apprentices working for unionized contractors receive their training through union-sponsored apprentice programs, known as JLMAPs. Apprentices working for non-union contractors receive their training through non-JLMAPs, such as AGC Apprentice Program.

Instead, the City argues that the exception stated in SDMC §22.4402 applies. "[A] major exemption in Proposition A states the City can use PLA's if it is using State of California funding for a project." [Oppo. 4:3-4, emphasis added] The City does not state the City must use PLAs if the exception applies, only that it has discretion to require PLAs.

According to the City, the City of San Diego has been allocated \$30 million in state grants to various Pure Water San Diego Phase 1 projects, including the North City Pure Water Facility. The City also applied to the California State Water Resources Control Board for a Clean Water State Revolving Fund ("SRF") loan. "The North City Pure Water Facility project application received a total SRF loan allocation of \$282,030,000 in state funds." [R. Charvel decl., ¶4]

Although there is evidence of state funding, there is no evidence that the State has conditioned receipt of these funds by requiring a Contractor execute or be a party to a PLA. The exception set forth in SDMC §22.4402 applies in cases when there is a State requirement as a condition to receiving state funds.

The City contends that the state law requires that the City have discretion to implement a PLA as a condition of the receipt of state funds, citing Public Contract Code §2502:

"If a charter provision, initiative, or ordinance of a charter city prohibits the governing board's consideration of a project labor agreement that includes all the taxpayer protection provisions of Section 2500 for a project to be awarded by the city, or prohibits the governing board from considering whether to allocate funds to a city-funded project covered by such an agreement, then state funding or financial assistance shall not be used to support that project." PCC §2502.

Accordingly, PCC §2502 prohibits state funding if there is an ordinance that prohibits PLAs that include the protections set forth in PCC §2500.

The City's Ordinance does not prohibit PLAs. The City's Ordinance prohibits requiring a PLA as a condition to being awarded a contract on a City construction project. PCC §2502 does not support the

City's position.

The City cites Resolution R-309276, which the City states was passed in response to Public Contract Code §2502. The Resolution resolves "that as required by California Public Contract Code section 2500-2503, and under the exception clause of San Diego Municipal Code section 22.4402, the City and the City Council are not prohibited, limited or constrained in any way from adopting, requiring or utilizing PLAs that include the taxpayer protection provisions of California Public Contract Code section 2500 on any construction projects awarded by the City."

Resolution R-309276 is puzzling because it appears to be an attempt to amend or repeal SDMC §22.4401, et seq., which is precluded under the Ordinance. "This Ordinance shall not be amended or repealed except by a majority vote of the voters of the City of San Diego." SDMC §22.4406.

Based on the foregoing, it appears that the City is claiming the City can choose to ignore SDMC §22.4402 if there is any state funding, as opposed to complying with §22.4402 except when the State requires a PLA that includes the protections set forth in PCC §2500 as a condition of receipt of state funds.

The City next contends that the JLMAP "requirement can be implemented in this contract without requiring a PLA." [Oppo., 5:12-13] This contention only highlights the City's discretionary approach to SDMC §22.4402.

Under the bid specifications, the bidder can satisfy the JLMAP requirement by providing a written commitment with a JLMAP to provide JLMAP apprentices by submitting (1) a PLA, (2) Collective Bargain Agreement; (3) a contract with a JLMAP to provide and use JLMAP apprentices, or (4) written correspondence to the bidder from a JLMAP committing to provide JLMAP apprentices for the project.

Accordingly, a PLA (or CBA) is not required; what is actually required are JLMAP apprentices. In other words, only union apprentices are allowed to work on the project.

The City doesn't explain why JLMAP apprentices are required when, according to AGC, AGC apprentices also receiving training that is certified by the State of California. There is no explanation for this preferential treatment. This is contrary to the intent of SDMC §22.4401: "[T]he City should treat union and non-union Contractors equally and not give special advantages to either. All City Construction Project job opportunities should be open equally to both union and non-union workers."

"In considering the purpose of legislation, statements of the intent of the enacting body contained in a preamble, while not conclusive, are entitled to consideration. Although such statements do not confer power, determine rights, or enlarge the scope of a measure, they properly may be utilized as an aid in construing a statute." *Audio Visual Services Group, Inc. v. Superior Court* (2015) 233 Cal.App.4th 481, 492.

Based on the foregoing, the likelihood that plaintiffs/petitioners will prevail on the merits has been demonstrated.

There is obvious harm to AGC apprentices: They have no chance to obtain work on the project unless they forego their training program, join a union and register with a JLMAP training program.

Moreover, "the loss of an opportunity to fairly compete on future government contracts constitutes

irreparable harm. *RhinoCorps Ltd. Co. v. United States*, 87 Fed.Cl. 673, —, No. 08-410C, 2009 WL 1362843, at (2009). This is because "[a]n action at law only allows recovery of 'bid preparation costs in a suit for damages, but not loss of anticipated profits.'" *Bannum, Inc. v. United States*, 60 Fed.Cl. 718, 730 (2004) (quoting *Essex Electro Eng'rs, Inc. v. United States*, 3 Cl.Ct. 277, 287 (1983)), *aff'd*, 404 F.3d 1346 (Fed.Cir.2005); see 28 U.S.C. § 1491(b)(2) (limiting this court's ability to award monetary relief in bid protests 'to bid preparation and proposal costs')." *ViroMed Laboratories, Inc. v. U.S.* (Fed. Cl. 2009) 87 Fed.Cl. 493, 503.

The City contends that it will be harmed by delay in the project. According to the City, if it does not open bids and proceed with the construction of the North City Pure Water Facility by August 2016, delays will cost the City approximately \$4 million per month. There is also consideration that the North City Pure Water Facility is one of eleven separate construction projects in Phase 1 of the City's Pure Water San Diego Program (which, according to AGC, those separate projects do not include the JLMAP requirement).

However, the City has not provided the Court with information as to the length of a delay if the bidding remained opened for a reasonable period in order to allow non-union contractors the opportunity to submit bids on the Contract without the JLMAP requirement.

In balancing the harm that is likely to result, plaintiffs/petitioners are likely to suffer significant harm whereas the City is likely to suffer a slight delay in the bidding process.

THEREFORE, the motion for a preliminary injunction is **GRANTED**.

Defendants/Respondents City of San Diego; City of San Diego Public Utilities Department, and Kevin L. Faulconer are enjoined and restrained from requiring that bidding contractors for the North City Pure Water Facility project use apprentices registered in Joint Labor Management Apprentice Programs. They are further enjoined and restrained from closing or completing the bidding process for the North City Pure Water Facility, or awarding a contract for the North City Pure Water Facility, based on a requirement that bidders use apprentices registered in Joint Labor Management Apprentice Programs.

Counsel for plaintiffs/petitioners shall prepare an Order, approved as to form by the City, for the Court's approval and signature.

Request for Judicial Notice

The Court grants AGC's request for judicial notice of the November 30, 2012 Memorandum of Law from the City Attorney's Office. However, it has limited application here inasmuch as that Memorandum discusses PCC §2503, which is not raised or discussed by the parties in this motion.

IT IS SO ORDERED:



Judge John S. Meyer

Assembly Bill No. 1290

Passed the Assembly September 13, 2019

Chief Clerk of the Assembly

Passed the Senate September 13, 2019

Secretary of the Senate

This bill was received by the Governor this _____ day
of _____, 2019, at _____ o'clock ____M.

Private Secretary of the Governor

CHAPTER _____

An act to add Section 116761.51 to the Health and Safety Code, and to add Section 13481.6 to the Water Code, relating to water.

LEGISLATIVE COUNSEL'S DIGEST

AB 1290, Gloria. Water projects: financial assistance and construction financing: Pure Water San Diego Program.

Existing law, the Safe Drinking Water State Revolving Fund Law of 1997, establishes the Safe Drinking Water State Revolving Fund to provide grants or revolving fund loans for the design and construction of projects for public water systems that will enable those systems to meet safe drinking water standards.

Existing law, the Porter-Cologne Water Quality Control Act, establishes the State Water Pollution Control Revolving Fund program pursuant to which state and federal funds are continuously appropriated from the State Water Pollution Control Revolving Fund to the State Water Resources Control Board for loans and other financial assistance for, among other purposes in accordance with the federal Clean Water Act, measures to reduce the demand for publicly owned treatment works capacity through water conservation, efficiency, or reuse and for reusing or recycling wastewater, stormwater, or subsurface drainage water.

This bill would require, as a condition of receiving construction financing from the Safe Drinking Water State Revolving Fund and as a condition of receiving financial assistance from the State Water Pollution Control Revolving Fund, for specified work performed at the City of San Diego's North City Water Reclamation Plant, North City Pure Water Facility, or any other portion of the Pure Water San Diego Program, an applicant to ensure a construction contract awarded on or after January 1, 2020, requires the contractor to enter into a project labor agreement in accordance with specified existing law. The bill would provide that this condition on receiving construction financing and financial assistance remains in effect only until completion of all phases of the Pure Water San Diego Program.

This bill would make legislative findings and declarations as to the necessity of a special statute for the City of San Diego.

The people of the State of California do enact as follows:

SECTION 1. Section 116761.51 is added to the Health and Safety Code, to read:

116761.51. (a) As a condition of receiving construction financing under this article for work performed at the City of San Diego's North City Water Reclamation Plant, North City Pure Water Facility, or any other portion of the Pure Water San Diego Program, an applicant shall ensure that any construction contract awarded on or after January 1, 2020, for any phase of the Pure Water San Diego Program, including, but not limited to, expanding or modifying wastewater conveyance, detention, or treatment processes at the North City Water Reclamation Plant, work on the North City Pure Water Facility or the adjacent Pure Water Pump Station, or work on any other portion of the Pure Water San Diego Program, requires the contractor to enter into a project labor agreement that meets the requirements of Section 2500 of the Public Contract Code.

(b) The condition on receiving construction financing imposed pursuant to this section shall remain in effect only until completion of all phases of the Pure Water San Diego Program.

SEC. 2. Section 13481.6 is added to the Water Code, to read:

13481.6. (a) As a condition of receiving financial assistance under this chapter for work performed at the City of San Diego's North City Water Reclamation Plant, North City Pure Water Facility, or any other portion of the Pure Water San Diego Program, an applicant shall ensure that any construction contract awarded on or after January 1, 2020, for any phase of the Pure Water San Diego Program, including, but not limited to, expanding or modifying wastewater conveyance, detention, or treatment processes at the North City Water Reclamation Plant, work on the North City Pure Water Facility or the adjacent Pure Water Pump Station, or work on any other portion of the Pure Water San Diego Program, requires the contractor to enter into a project labor agreement that meets the requirements of Section 2500 of the Public Contract Code.

(b) The condition on receiving financial assistance imposed pursuant to this section shall remain in effect only until completion of all phases of the Pure Water San Diego Program.

SEC. 3. The Legislature finds and declares that a special statute is necessary and that a general statute cannot be made applicable within the meaning of Section 16 of Article IV of the California Constitution because of the unique conditions in the City of San Diego that make it necessary to expeditiously develop and construct the Pure Water San Diego Program water facilities described in this measure.

Approved _____, 2019

Governor

Attachment 9

CIP Program and Funding Sources



THE CITY OF SAN DIEGO

M E M O R A N D U M

DATE: September 12, 2019

TO: Metro Technical Advisory Committee (Metro TAC)

FROM: Surraya Rashid, Deputy Director, Public Utilities Department

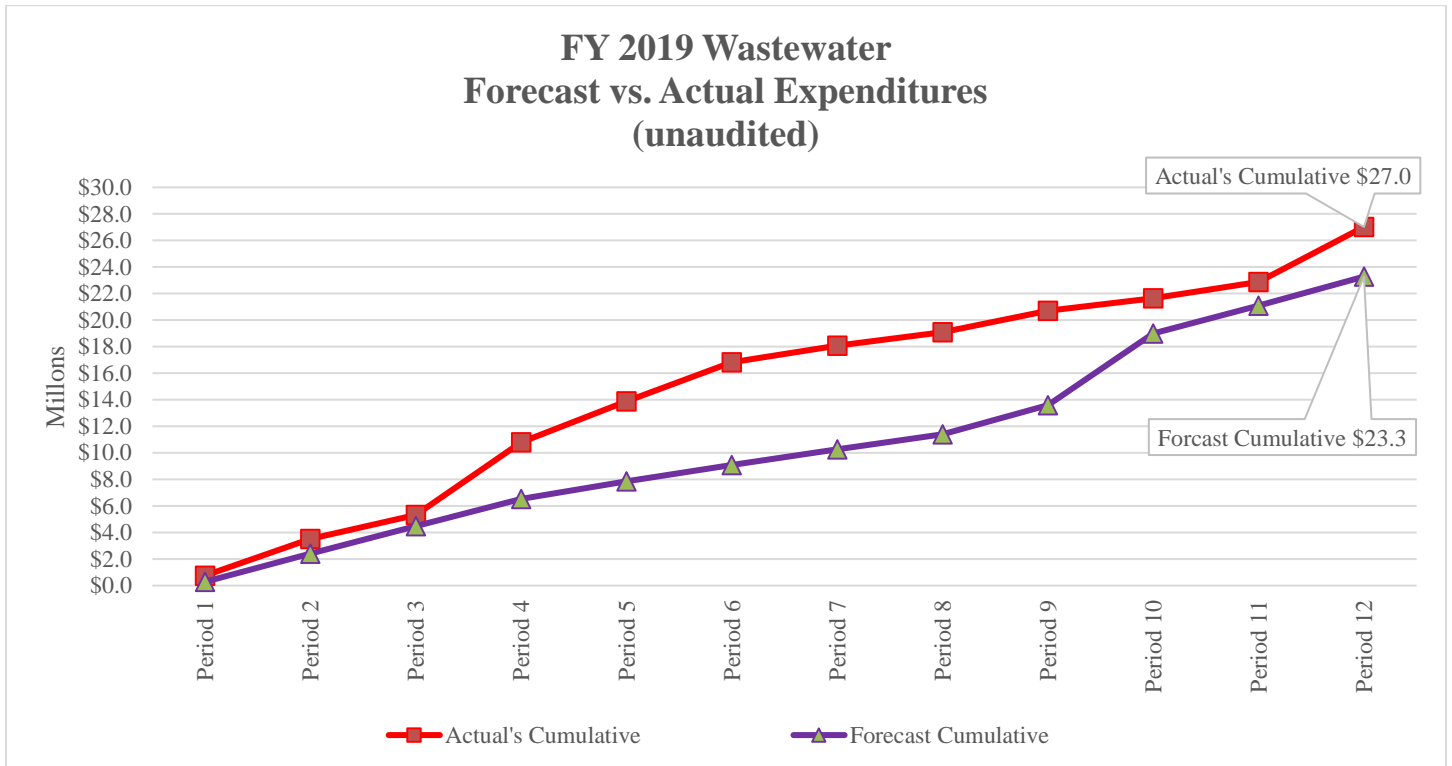
SUBJECT: FY2019 Capital Improvements Projects (CIP) Report – 4th Quarter

The Public Utilities Department hereby submits the FY2019 CIP updates for the period of April 1, 2019 through June 30, 2019.

The report includes the following:

- Forecast versus actual expenditures report
- Projects expenditure updates

FORECAST VERSUS ACTUAL EXPENDITURES UPDATES



FY 2019 - 4th Quarter (Financial Data run June 30, 2019)

NOTES:

- COSS Estimates use July 1, 2015 P6 Data Date
- Wastewater projects are separated into Muni and Metro

[illegible]

Attachment 12

MetroTAC

Workplan

Metro TAC & JPA Work Plan
Active & Pending Items
June 2019
Updated Items in Red Italics

Active Items	Description	Member(s)
<i>Strategic Plan Ad Hoc</i>	<i>The JPA last updated their strategic plan in 2015. The Ad Hoc was formed to determine should there be a 2019 strategic plan update and if so what format it should follow. First meeting held June 2019. Two work sessions to be held in August are planned with the goal of presenting a draft 2019 Strategic Plan to the JPA in October 2019.</i>	<i>Whitney Benzian Jerry Jones Gary Kendrick John Mullin Ed Spriggs JPA staff</i>
<i>SB 332 Working Group</i>	<i>SB 332 (Hertzberg/Weiner) relates to wastewater treatment for recycled water and agencies with ocean outfalls. It requires the entity that owns the wastewater treatment facility that discharges through an ocean outfall and affiliated water suppliers (it defines water not wastewater suppliers) to reduce the facilities annual flow as compared to the average annual dry weather wastewater discharge baseline volume as prescribed by at least 50% on or before January 1, 2030 and by at least 95% on or before January 1, 2040. The working group was formed to track the process of this legislation.</i>	<i>Yazmin Arellano Beth Gentry Hamed Hashemian</i>
Muni Transportation Rate Study Working Group	San Diego has hired Carollo Engineers to review the existing transportation rate structure. A work group has been formed to review and give input. First meeting will be in December 2017. Although this is a muni issue it is included on the work plan due to its significance and potential effect on all Metro TAC members. 3/18: Technical consultants to meet with PUD staff and Carollo on 3/22/18 to review model in detail 6/18: JPA technical consultants continue to work with PUD staff on understanding rate calculations 1/19: Working group still meeting with PUD staff & consultants. <i>6/19: Working Group has presented an alternative plan in November 2018 which the City and their consultants are reviewing.</i>	Roberto Yano Yazmin Arellano Dan Brogadir Carmen Kasner Mark Niemiec Dexter Wilson SD staff
Point Loma Permit Ad Hoc	Metro Commission/JPA Ad Hoc established 9/17. GOAL: Create regional water reuse plan so that both a new, local, diversified water supply is created AND maximum offload at Point Loma is achieved to support legislation for permanent acceptance of Point Loma as a smaller advanced primary plant. Minimize ultimate Point Loma treatment costs and most effectively spend ratepayer dollars through successful coordination between water and wastewater agencies. 10/17: Group has met several times. Discussions are ongoing. 3/18: Group continues to meet at least monthly. 6/18: Group continues to meet monthly. Outreach subgroup formed. <i>1/19: This group continues to meet as needed.</i>	Jerry Jones Jim Peasley Ed Spriggs Bill Baber Steve Padilla Metro TAC staff & JPA consultants
Phase II Pure Water Facilities Working Group	Created to work with SD staff & consultants on determining Phase II facilities. 1/19: Work group has eliminated two alternatives and continues to review updated facilities and their costs. Presentation to Metro TAC by Stantec re: Phase 2 Flows and Loads. Copy attached to Metro TAC minutes. <i>6/19: Phase II alternative presented to Metro TAC in May and JPA in June 2019. Copy of presentation can be found in minutes to those meetings. Alternatives narrowed to two main alternatives.</i>	Roberto Yano Seval Sen Scott Tulloch Dexter Wilson SD staff & consultants

Metro TAC & JPA Work Plan
Active & Pending Items
June 2019
Updated Items in Red Italics

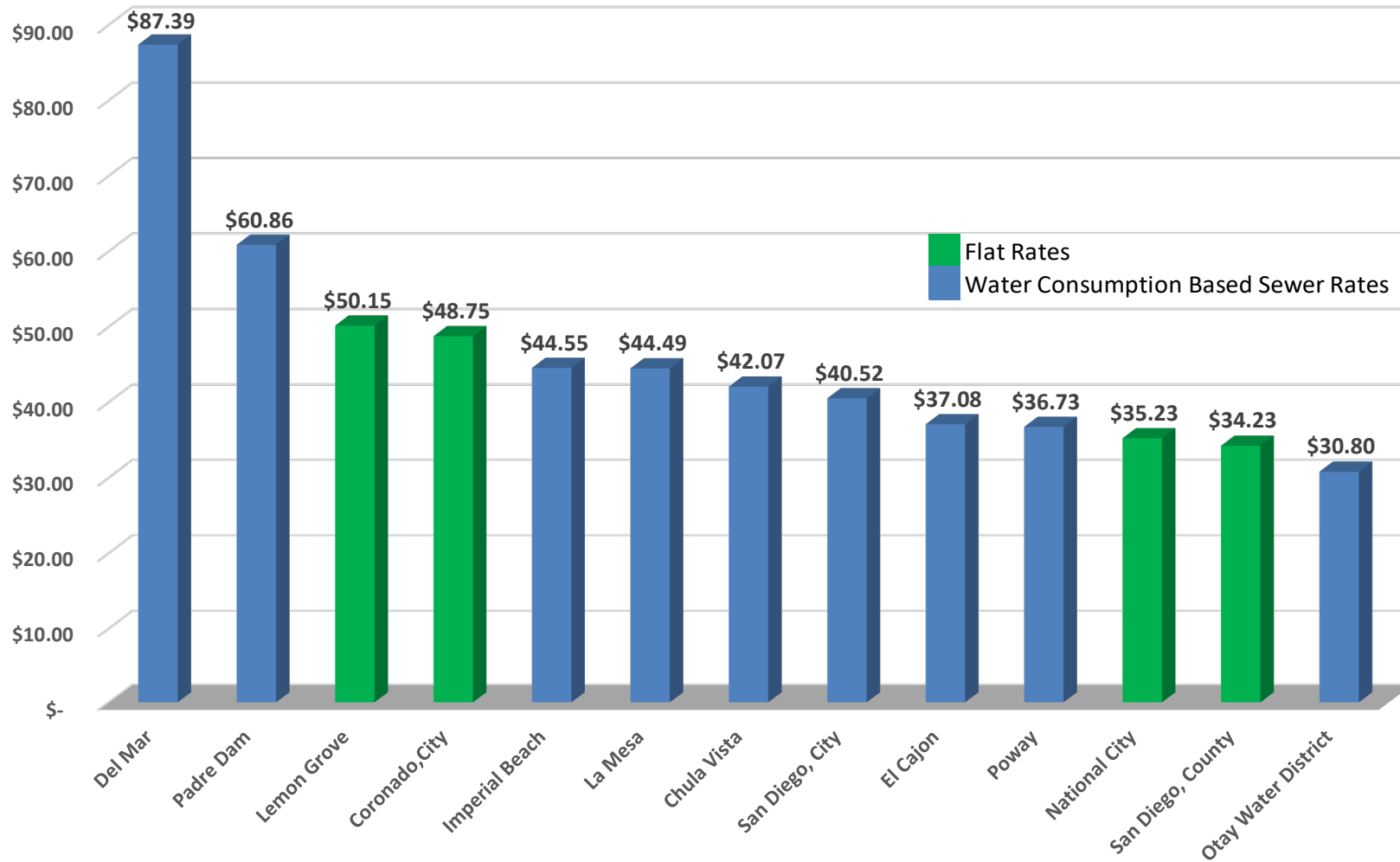
Active Items	Description	Member(s)
Residuals Management Working Group	This working group was formed to continue work on Sections 2.9.2 and 2.9.3 of the Amended and Restated Agreement regarding the potential transfer of the East Mission Gorge Pumps Station and the disposal, treatment, or transfer of residuals. 1/19: Group continues to meet. 3/19: Working Group has been meeting w/Padre Dam, Coronado, & Otay. <i>6/19: Draft agreement has been prepared and is being reviewed/refined.</i>	Eric Minicilli Yazmin Arellano Dan Brogadir Seval Sen Scott Tulloch Dexter Wilson SD staff & consultants
Phase I Financial Implementation Working Group	This working group was formed to continue to work on Section 2.9.1 and other financial implementations issues associated with the Amended Restated Agreement. 1/19: Working group had formation meeting. Has prepared draft task list and task assignments for group members and SD staff. Will meet at least monthly until tasks are complete. Ownership of EMGPS determined. Appraisal in complete. <i>6/19: Group will start meeting in July 2019 on a regular basis.</i>	Roberto Yano Karyn Keese Dexter Wilson SD staff & consultants
Phase II Disposal Agreement Working Group	This group replaces the Debt Allocation Working Group with the approval of the Amended and Restated Agreement for Phase 1. 1/19: Group will start meeting in February.	Roberto Yano Karyn Keese Scott Tulloch Dexter Wilson SD staff & consultants
Pretreatment Working Group	Formed to work with San Diego on new standards for industrial waste discharge. 1/19: SD has received draft report from consultant but has sent back for revisions. Second draft will be reviewed by working group. <i>6/19: Working group has met and reviewed draft of report. Presentation made by Stantec of recommendations to Metro TAC. Copy attached to June agenda.</i>	Yazmin Arellano Mark Niemiec Ed Walton Beth Gentry Dexter Wilson SD Staff & Consultants
JPA Website Update Working Group	The JPA Website, especially the New Director Manual, has not been updated for several years. As we have several new Directors, the manual needs to be updated. 1/19: Working group formed. First meeting 2/20/19. <i>6/19: Group continues to meet and work on updating website. Goal is to totally revise New Director's Manual by end of October once Strategic plan is completed.</i>	Roberto Yano Karyn Keese Lori Peoples Susan Spotts
Exhibit E Audit	<i>1/19: FYE 2017 fieldwork complete. 3/19: FYE 2018 entrance conference complete. Sample selection complete. 6/19: FY 2018 fieldwork completed week of June 17, 2019.</i>	Karen Jassoy Karyn Keese Dexter Wilson
IRWMP	Members should monitor funding opportunities at: http://www.sdirwmp.org 1/19: PA representatives continue to report monthly at Metro TAC 3/19: Minutes from 3/20/19 Meeting attached to work plan. <i>6/19: Metro TAC given monthly updates. See Metro TAC minutes for updates.</i>	Yazmin Arellano Beth Gentry
Strength Based Billing Evaluation	San Diego will hire a consultant every three years to audit the Metro metered system to insure against billing errors. 1/19: 2019 is the year for the billing review. Scope to be discussed at Financial Implementation Work Group and then brought to TAC. This group combined w/ Sample Rejection Protocol Working Group. SBB workshop by SD staff still outstanding. 3/20: JH will provide training schedule for SBB at April TAC meeting.	Dan Brogadir Dennis Davies? Karyn Keese Mark Niemiec Dexter Wilson SD Staff



Metro TAC & JPA Work Plan
Active & Pending Items
June 2019
Updated Items in Red Italics

Active Items	Description	Member(s)
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	Inactive; Members added as needed

Sewer Rate Comparison for Metro Participating Agencies
Single Family Monthly Rates Based on 7 HCF of Water Usage
Effective March 1, 2019 for FY 2019



Metro TAC Participating Agencies Selection Panel Rotation

Agency	Representative	Selection Panel	Date Assigned
County of San Diego	Dan Brogadir	As-Needed Condition Assessment Contract	3/24/2015
Chula Vista	Roberto Yano	Out on Leave	6/10/15
La Mesa	Greg Humora	North City to San Vicente Advanced Water Purification Conveyance System	6/10/15
Poway	Mike Obermiller	Real Property Appraisal, Acquisition, and Relocation Assistance for the Public Utilities Department	11/30/15
El Cajon	Dennis Davies	PURE WATER RFP for Engineering Design Services	12/22/15
Lemon Grove	Mike James	PURE WATER RFP Engineering services to design the North City Water reclamation Plant and Influence conveyance project	03/16/15
National City	Kuna Muthusamy	Passes	04/04/2016
Coronado	Ed Walton	As-Needed Environmental Services - 2 Contracts	04/04/2016
Otay Water District	Bob Kennedy	As Needed Engineering Services Contract 1 & 2	04/11/2016
Del Mar	Eric Minicilli	Pure Water North City Public Art Project	08/05/2016
Padre Dam	Al Lau	Biosolids/Cogeneration Facility solicitation for Pure Water	08/24/2016
County of San Diego	Dan Brogadir	Pure Water North City Public Art Project	08/10/2016
Chula Vista	Roberto Yano	Design Metropolitan Biosolids Center (MBC) Improvements Pure Water Program	9/10/2016
La Mesa	Greg Humora	Design of Metropolitan Biosolids Center (MBC) Improvements	9/22/16
Poway	Mike Obermiller	Electrodialysis Reversal (EDR) System Maintenance	12/7/16
El Cajon	Dennis Davies	As-Needed Construction Management Services for Pure Water	3/13/17
Lemon Grove	Mike James	Morena Pipeline, Morena Pump Station, Pure Water Pipeline and Dechlorination Facility, and the Subaqueous Pipeline	8/7/17
National City	Vacant	North City and Miramar Energy Project Landfill Gas and Generation- Pass	1/31/2018
Coronado	Ed Walton	North City and Miramar Energy Project Landfill Gas and Generation	1/31/2018
Otay Water District	Bob Kennedy	As Needed Engineering Services - Contracts 3 and 4 (H187008 & H187009)	2/16/2018
Del Mar	Joe Bride	Request for Proposal Owner Controlled Insurance Program (OCIP) Pure Water – 1 st email sent on 5/23/18 & 2 nd email sent on 5/29/18	5/23/18
Padre Dam	Al Lau	Request for Proposal Owner Controlled Insurance Program (OCIP) Pure	5/31/18

		Water (Mark Niemiec will participate)	
County of San Diego	Dan Brogadir	Request for Owner Controlled Insurance Program Interview (Pure Water)	2/25/19
Chula Vista	Frank Rivera Beth Gentry	Request for Owner Controlled Insurance Program Interview (Pure Water)	2/26/19
Imperial Beach	Eric Minicilli		
La Mesa	Hamed Hashemian		
Poway	Mike Obermiller Rudy Guzman		
El Cajon	Dennis Davies Yazmin Arellano		
Lemon Grove	Mike James		
National City	Roberto Yano		
Coronado	Ed Walton		
Otay Water District	Bob Kennedy		
Del Mar	Joe Bride		
Padre Dam	Mark Niemiec Sen Seval		
County of San Diego	Dan Brogadir		
Chula Vista	Frank Rivera		
Imperial Beach	Eric Minicilli		
La Mesa	Hamed Hashemian		
Poway	Mike Obermiller Rudy Guzman		
El Cajon	Dennis Davies Yazmin Arellano		
Lemon Grove	Mike James		
National City	Roberto Yano		
Coronado	Ed Walton		
Otay Water District	Bob Kennedy		
Del Mar	Joe Bride		
Padre Dam	Mark Niemiec Sen Seval		
County of San Diego	Dan Brogadir		
Chula Vista	Frank Rivera		
Imperial Beach	Eric Minicilli		
La Mesa	Hamed Hashemian		