



METRO TAC AGENDA
(Technical Advisory Committee to Metro JPA)

TO: Metro TAC Representatives and Metro Commissioners

DATE: Wednesday, April 18, 2012

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

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

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

1. Review and Approve MetroTAC Action Minutes for the Meetings of [March 21, 2012](#) (**Attachment**)
2. Metro Commission/JPA Board Meeting Recap (Standing Item)
3. Financial Update (Karyn Keese)
4. Renewal of 5-year contract with IBWC for Ocean Monitoring Programs (Steve Meyer)
5. Renewal of the JPA Agreement for the Southern California Coastal Water Research Partnership (SCCWRP) (Steve Meyer) (**Attachment**)
6. Metro Wastewater Update
7. MetroTAC Work Plan (Standing Item) (**Attachment**)
8. Padre Dam Mass Balance Correction (Standing Item) (**Attachment**)
9. Municipal Transportation Agreements (Standing Item) (Edgar Patino)
10. Review of Items to be Brought Forward to the next Metro Commission/Metro JPA Meeting.
11. Other Business of Metro TAC
12. Adjournment ([To the next Regular Meeting, May 16, 2012](#))

Metro TAC 2012 Meeting Schedule

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

AGENDA ITEM 1

Attachment

Metro TAC
(Technical Advisory Committee to Metro JPA)

ACTION MINUTES

DATE OF MEETING: March 21, 2012
TIME: 11:00 AM
LOCATION: MWWD, MOC II, Auditorium

MEETING ATTENDANCE:

Scott Tulloch, Chula Vista
Dan Brogadir, County of San Diego
Dennis Davies, El Cajon
Tom Howard, Poway
Kristen Crane, Poway
Greg Humora, La Mesa
Erin Bullers, La Mesa
Rita Bell, Otay WD
Eric Minicilli, Del Mar
Leon Firsht, Lemon Grove
Al Lau, Padre Dam MWD

Tung Phung, City of San Diego
Edgar Patino, City of San Diego
Peggy Merino, City of San Diego
Ann Sasaki, City of San Diego
Guann Hwang, City of San Diego
Lee Ann Jones-Santos, City of San Diego
Karyn Keese, Atkins
Jennifer Duffy, Atkins
Neil Volk, ADS
Paul Forstheel, ADS
Paul Mitchell, ADS

- 1. Review and Approve Metro TAC Action Minutes for the Meeting of February 15, 2011**
 - On a motion by Vice Chair Dennis Davies, Seconded by Vice Chair Al Lau the minutes were approved unanimously.
- 2. Metro Commission/JPA Board Meeting Recap**
 - There was not a Metro Commission/JPA meeting in March.
- 3. Financial Update**
 - Karyn Keese of Atkins reported that she had met with Karen Jassoy, Metro JPA Treasurer to start the 2013 budget process. All contracts as well as the JPA budget will be brought to the Metro TAC and Finance Committee in April 2012. There will not be a Finance Committee in March.
- 4. Update to the Cost Estimate for Back-up Generators**
 - Ann Sasaki discussed that this item is an update to the cost estimate for this project. The cost estimate provided to MetroTAC in January, 2012 of \$11,150,000 was prior to receipt of any bids. Two items have been updated: actual bids have been received for the generator and a \$3.8M contingency has been added for APCD Tier 4 potential emission requirements based on generator location. The updated estimate is \$17.8M. This contingency may not need to be spent as the majority of the generators are in industrial areas. The Metro JPA share is \$2,803,261.
 - On a motion by Dan Brogadir, seconded by Kristen Crane the Metro TAC unanimously approved the cost estimate changes and forwarding it on to the Metro Commission/JPA for review and potential approval.

5. Slicer Presentation Engineering Flow Data Tool

- ADS gave a presentation on a computer program they will be making available to the PAs to correlate rain data and inflow and infiltration (I/I). These I/I tools examine wastewater collection system dry and wet weather flow data and provide analysis of potential collection system problems.. This was an informational presentation only. Attached to these minutes is a copy of the handout provided by ADS (Attachment A).

6. Sampling Protocol Contract

- Guann Hwang, PUD staff, reviewed the updated Brown and Caldwell proposal for the Metro strength-based billing study. Comments were received from two of the Metro TAC sub-committee members and have been incorporated into the scope of work. Brown & Caldwell has suggested that generation data be reviewed on a case by case basis and that the determination of a uniform house count gallonage per EDU not be added to the scope of work. There was no action needed on this item. A copy of the final contract is included in these minutes as Attachment B.

7. Metro FY2008-FY2011 Rate Case Expenditures

- Ann Sasaki reported that there were many factors contributing to the reduced rate case CIP expenditures including cost savings from the current good bidding climate to the deletion of projects that were determined to not be currently needed and either deleted or moved to future dates.
- Vice Chair Dennis Davies reported that he recently sat on the selection panel to hire a firm to audit the past rate case expenditures. PUD staff reported that this audit should be complete by the end of calendar Year 2012. The City is also in the process of hiring a consultant for their next four year rate case and that the draft rate case should be completed by the end of calendar 2012 as well. San Diego will provide an implementation schedule. The new rate case will provide the projected O&M and capital expenditures for Metro for the next four years. IPR will not be included in this rate case.

8. Discussion of WDR Compliance Audits of Metro TAC Members

- Chairman Greg Humora reviewed the compliance audit performed by a joint committee comprised of members from the EPA, State Board, Regional Board and outside consultants on the City of La Mesa's SSMP. Much of the audit focused on the SSMP required paperwork. Thus far the only two Metro TAC members to be audited have been La Mesa and National City. Results from the audits should be known in six weeks.

9. Metro JPA Strategic Plan Revisions

- There were no additional changes recommended by Metro TAC members.
- On a motion by Vice Chair Dennis Davies, seconded by Dan Brogadir the Metro TAC unanimously approved the revised Strategic Plan and forwarding it on to the Metro Commission/JPA for review and potential approval.

10. Discussion of Integrated Regional Water Management Program (IRWMP) Summit

- Jennifer Duffy provided background on the IRWMP and reviewed the recent Summit. The IRWMP mission is to regionally address water supply, water quality, protection of natural resources and flood control or essentially watershed issues that extend beyond

jurisdictional boundaries. It originated in 2005, supported by Proposition 50 and Proposition 84. The San Diego Water Management Group consists of the City, the County and the Water Authority. The San Diego Regional Advisory Committee includes 32 members representing a broad spectrum of interests within the County who review project proposals and recommend/prioritize them for funding applications. In 2008 DWR awarded \$25 million to 19 prioritized local projects and in 2011 DWR awarded \$8 million for 11 local projects

- The purpose primarily of the Summit was stakeholder outreach, understanding barriers and challenges to regional projects, and getting input on regional priorities. The Regulatory Panel discussed funding programs, regulatory future re: indirect potable reuse regulations (state wide ground water regulation required to be adopted by end of 2013, surface water by 2016)
- Identified IRWMP challenges ahead include:
 - Funding Sources
 - Water Rights issues/competing interests within watersheds
 - Working with the regulators
 - Data Management
- Metro TAC discussed the benefit to Metro JPA to be part of this organization as it provides insight to regional issues, especially related to recycled water, and allows for a voice in prioritizing projects in the pursuit of regional funding. Metro TAC members agreed that JPA participation with this group would help advance our goal of coordination with water resource agencies and issues.
- The handout from the summit is included with these minutes as Attachment C.
- On a motion by Kristen Crane and seconded by Vice Chair Al Lau Metro TAC members unanimously agreed that membership should be pursued and that this item should be included in the April 2012 Metro Commission/JPA Board meeting.

11. Final Draft Recycled Water Study

- The Final Draft Recycled Water Study was released by San Diego in early March and comments were due back by March 19, 2012. Five sets of comments were received from Metro TAC members, as well as a letter requesting a time extension for the Draft Report review and these were forwarded to San Diego staff. The majority of the discussion at Metro TAC was regarding changes by the City so that the Recycled Water Study conformed with other PUD planning documents. Based on the draft September 2011 Metropolitan Wastewater Master Plan, the system-wide flow projection for the year 2050 is 278 mgd. This includes a component for a ten year rain event. The Recycled Water Study team did not have this information available at the time alternatives were being developed and what was used is a system-wide two year rain event flow of 215 mgd. Therefore, based on the new flows of 278 mgd the cost of Point Loma Secondary Treatment will increase when flows are raised by an additional 31 mgd. Additional costs are due to space limitations at the site.
- Guann Hwang, PUD staff, reviewed the changes in the treatment configurations between the old and new projections. A copy of his handout and associated schematics is included as Attachment D to these minutes
- The final Recycled Water Stakeholder's meeting will be held on March 22, 2012. Metro TAC will be represented by Scott Huth, Scott Tulloch, Vice Chair Al Lau, and Karyn

12. Metro Wastewater Update

- Edgar Patino of PUD staff commented that the City of Del Mar staff had recently gone on a tour of Pump Stations 64 and 65. Multiple Metro TAC members requested tours of Metro facilities such as the South Bay plant. PUD staff will organize.

13. Padre Dam Mass Balance Correction

- Metro TAC discussed the one page written summary of the issue and the excel workbook provided by PUD staff.
- It was requested that PUD staff revise the excel workbook to show 2009 before and after the Padre Dam adjustment and that the recycled water credit be removed from the calculations. In addition the original Brown & Caldwell study was requested.
- Chairman Greg Humora requested that each agency discuss this with their attorney's and be prepared for a discussion at the next Metro TAC meeting on how far back to go with the adjustment. Also that any edits to the one page summary should be sent to Karyn Keese for incorporation prior to the April meeting. The new excel workbook will be forwarded to all Metro TAC members as soon as it is available.

14. Metro TAC Work Plan

- Metro TAC members reviewed the Work Plan. No changes were made.

15. Municipal Transportation Agreements

- The Imperial Beach Transportation Agreement is going to San Diego's City Council on April 4, 2012. Del Mar is going to continue to renew their existing agreement.

16. Review of Items to be brought forward to the Metro Commission/JPA Meeting of April 5, 2012.

- Items 4, 9, 10, and 11 were moved forward to the April 2012 Metro Commission/JPA Meeting.

17. Other Business of Metro TAC

- There was no other business.

18. Adjournment (To the Next Regular Meeting, April 18, 2012)

AGENDA ITEM 5

Attachment

What is SCCWRP?



Southern California Coastal Water Research Project

Steve Meyer

SCCWRP BACKGROUND

- Joint Powers Agency founded in 1969
- Initiated to address regional monitoring and research needs
 - Cumulative impact assessment
 - Methods development
 - Data integration
- Member organizations include city, county, state, and federal agencies
 - Unique combination of regulators and dischargers
 - Provides
 - Unique interface between science and management

Seek approval to recommend the Agreement.

8th JPA – Summary of Changes

- **SCCWRP Name** – Southern California Coastal Water Research Partnership.
 - **Nomenclature cleanup** –
 - Commissioner and Agency references
 - Clarify vote language
 - plain language changes
 - **Associate Member Agencies** – added voting rights at 1/4 vote.
 - **Administrative change process**
-

MEMBER ORGANIZATIONS

- | | |
|--|--|
| • City of Los Angeles | • San Diego Regional Water Quality Board |
| • Los Angeles County Sanitation Districts | • Santa Ana Regional Water Quality Board |
| • Orange County Sanitation District | • Los Angeles Regional Water Quality Board |
| • City of San Diego | • State Water Resources Control Board |
| • Ventura County Watershed Protection Division | • U.S. Environmental Protection Agency |
| • Los Angeles County Dept of Public Works | • California Ocean Protection Council |
| • Orange County Department of Public Works | |
| • San Diego County Dept of Public Works | |

EVOLUTION OF MEMBERSHIP

- 1969 - Formed by major wastewater dischargers
 - University oversight (Scripps)
 - Intended as a three-year project
- 1990 - Brought regulators onboard to ensure neutrality and enhance policy discussion
- 2003 - Stormwater agencies added
 - Increasing amount of our research focused on stormwater and land use practices
- 2007 - Ocean Protection Council added to enhance interaction with the CA Resources Agency

SCCWRP COMMISSION

- **Our Governing Board**
 - Includes one representative from each member agency
 - Meets quarterly
- **Unique interface between science and management**



MISSION

- 1) Contribute to the scientific understanding of linkages among human activities, natural events, and the health of the Southern California coastal environment
- 2) Communicate this understanding to decision makers and other stakeholders
- 3) Help develop strategies for protecting the coastal environment for this and future generations

FUNDAMENTAL QUESTIONS

- Is it safe to eat fish?
- Is it safe to swim?
- Are natural resources protected?
- Is the ecosystem healthy?

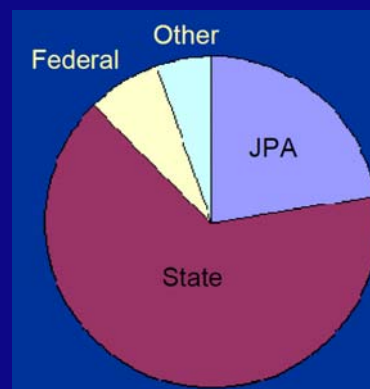


RESEARCH PRIORITIES

- Criteria with which to interpret monitoring data
- Regional Assessment of Condition
- Establishing Regional Reference Condition
- New Measurement Methods
 - Better, faster, cheaper
 - Methodological consistency (comparability)
- Regional Monitoring
 - Provide big picture assessment of management success
 - Achieve consistency in data collection methods
- Emerging Issues
 - Investigate issues that are too speculative for inclusion in local monitoring programs
- Predictive Models
 - Demonstrate understanding of the system
 - Provide a means for evaluating alternative courses of action

FINANCIALS

- Overall budget: ~\$10M
- Funding sources:
 - 55% - State contracts
 - 29% - Municipal dischargers
 - 10% - Federal grants
 - 6% - Other (e.g., private entities, research institutions, nonprofits)
- About 1/3 of budget goes to subcontractors



**SEVENTHEIGHTH AMENDED
JOINT POWERS AGREEMENT
CONFIRMING THE CREATION OF
AN AGENCY KNOWN AS SOUTHERN CALIFORNIA
COASTAL WATERSS RESEARCH PROJECTPARTNERSHIP AUTHORITY**

This Amended Joint Powers Agreement which confirms the creation of an agency known as SOUTHERN CALIFORNIA COASTAL WATERSS RESEARCH PROJECTPARTNERSHIP AUTHORITY, commonly known as SCCWRP, is made and entered into effective the first day of July, 200913, by and between the City of Los Angeles, a municipal corporation ("Los Angeles"), the Orange County Sanitation District, a special district ("Orange County District"), the City of San Diego, a municipal corporation ("San Diego") and County Sanitation Districts s ~~No. 2~~ of Los Angeles County, a special district ("Los Angeles County District"), hereinafter "Signatories" (collectively) or "Signatory" (individually).

WHEREAS, the Signatories entered into a ~~Sixth~~Seventh Amended Joint Powers Agreement confirming the creation of an agency known as Southern California Coastal Waterss Research Project Authority, effective July 1, 20059;

WHEREAS, it is the desire of the Signatories to provide for the continuation of SCCWRP pursuant to this ~~Seventh~~Eighth Amended Joint Powers Agreement ("Agreement"):

NOW, THEREFORE, the Signatories hereto do agree as follows:

1. PURPOSE

This Agreement provides for the continuation of a public entity separate and apart from the Signatories to this Agreement to administer this Agreement, the purpose of which is to increase the scientific knowledge of how treated wastewater discharges, stormwater discharges and other human activities interact to affect Southern California's coastal aquatic ecological systems, and thereby to ensure protection of these resources.

2. CREATION OF SCCWRP

Pursuant to Article 1, Chapter 5, Division 7, Title 1 Government Code (Sections 6500 et seq.), the parties hereby confirm the existence of an agency as a public entity, separate and apart from the Signatories to this Agreement to be known as SOUTHERN CALIFORNIA COASTAL WATERSS RESEARCH PROJECTPARTNERSHIP AUTHORITY (hereinafter "SCCWRP"). Such agency shall, through the Commission referred to below, administer and execute this Agreement.

3. ORGANIZATION

SCCWRP shall be governed by a ten-member Commission composed of representatives of public bodies with accountability for water quality management and aquatic protection in the Southern California Bight as follows:

- (a) ~~Division~~Associate Director, Water Division, U.S. Environmental Protection Agency, Region IX;
- (b) Deputy Director, Division of Water Quality, California State Water Resources Control Board;
- (c) Executive Officer, Regional Water Quality Control Board - Los Angeles Region;
- (d) Executive Officer, Regional Water Quality Control Board - Santa Ana Region;
- (e) Executive Officer, Regional Water Quality Control Board - San Diego Region;
- (f) Director, Bureau of Sanitation, City of Los Angeles;
- (g) Chief Engineer and General Manager, County Sanitation Districts ~~No. 2~~ of Los Angeles County;
- (h) Assistant General Manager, Orange County Sanitation District;
- (i) Director of Public Utilities~~Director~~, City of San Diego ~~—Metropolitan Wastewater Department~~; and
- (j) Assistant Secretary for Ocean and Coastal ~~Matters~~Policy, California Resources Agency, California Ocean Protection Council.

The Commission shall meet at least four times each calendar year and at such other appropriate intervals as are necessary to conduct the business of SCCWRP. All such meetings shall be subject to the Ralph M. Brown Act, commencing with Section 54950 of the Government Code of the State of California. Five members shall constitute a quorum and a simple majority vote of that quorum shall be required for action to be taken.

A staff designee may be appointed as an alternate by the person holding the offices set forth above and shall act as a member of the Commission in place of such officer during his or her absence, inability or refusal to act and shall serve indefinitely at the pleasure of the appointing officer and until a successor is appointed, or until such designee dies, becomes incapacitated or resigns. Such designation shall be in writing and shall be delivered to the Executive Director at the offices of SCCWRP.

Upon the concurrence of two-thirds vote of the members of the Commission, public bodies of the Commission may designate a new permanent representative.

The Commission shall, at its first meeting and thereafter at its first meeting following July 1 of each succeeding year, elect a Chair and Vice-Chair from among its members. The Vice-Chair shall assume the responsibilities of the Chair in the absence of the Chair and the Chair's alternate.

The Commission members shall serve for a term identical to the term of this Agreement, and such term shall be extended automatically as the Agreement is extended. The Commission members shall not be entitled to compensation for attendance or expenses.

Administrative and purchasing policies and procedures shall be established by the Commission and shall comply with the law of the State of California.

The debts, liabilities and obligations of SCCWRP shall not constitute the debts, liabilities or obligations of any of the Commission members or members of any Advisory Board of SCCWRP. Such debts, liabilities or obligations shall be those of SCCWRP.

Upon the concurrence of two-thirds vote of the members of the Commission, other public agencies having a power common to the Signatories may be added as parties to this Agreement and each such party shall acknowledge its agreement to the terms hereof by executing this Agreement upon authorization of its governing Board. Such additional agency or agencies shall have responsibilities identical to those of the Signatories as set forth in paragraph 4 hereof; and the Chief Executive Officer thereof, together with his or her designee, shall be a member and alternate member of the Commission with those powers conferred upon the Signatories. The financial contribution required of such additional agency or agencies shall be determined by a majority of the Commission members representing the Signatories.

4. COMMISSION RESPONSIBILITIES

The responsibilities of the Commission shall include, but not be limited to, the following:

- (a) Establishing and appointing members of advisory boards, committees, other like groups and consultants as it deems appropriate to further the purposes of this Agreement;
- (b) Hiring an Executive Director and establishing his or her responsibilities in addition to those detailed herein. The Two-thirds vote of 2/3 the members of the Commission ~~members~~ shall be required for hiring the Executive Director;
- (c) Overseeing development and approving SCCWRP's Research Plan;
- (d) Approving the SCCWRP's Annual Operating Budget, recognizing that the contributions of the Signatories shall be as provided in Section 8 hereof and taking into account other projected sources of income;

- (e) Reviewing and approving, on an annual basis, the salaries and benefits for the Executive Director and other staff. ~~The vote of t~~Two-thirds vote of the members of ~~all the~~ Commissioners including two-thirds of the signatories shall be required for adoption;
- (f) Conducting a performance review of the Executive Director on an annual basis;
- (g) Reviewing the financial status of SCCWRP;
- (h) Establishing objectives, priorities, policies, guidelines, and other such responsibilities as may be appropriate from time to time; and
- (i) Taking such further action as it deems appropriate to carry out the purposes of this Agreement.

5. ASSOCIATE COMMISSION MEMBERS

Associate Commission members attend and participate fully in Commission meetings, ~~and but serve as non-voting members~~are entitled to one-quarter vote. The responsibilities of an Associate Commission member ~~s shall include, but not be limited to, the following: shall have responsibilities identical to those of the Signatories as set forth in Section 4 above.~~

- ~~(a) Participating in the development of SCCWRP's Research Plan;~~
- ~~(b) Reviewing SCCWRP's annual operating budget and financial status;~~
- ~~(c) Assisting in establishing objectives, priorities, policies, guidelines, and other such responsibilities as may be appropriate from time to time; and~~
- ~~(d) Participating in such further action as the Commission deems appropriate to carry out the purposes of this Agreement.~~

Upon execution of the attached Associate Commission Member Agreement, SCCWRP's Associate Commission members shall be composed of representatives of public bodies with accountability for water quality management and aquatic protection as follows:

Ventura County Watershed Protection District;

Los Angeles County Flood Control District;

County of Orange; and

County of San Diego.

Upon concurrence of two-thirds vote of the members of the Commission, other public agencies having a power common to the Signatories may be invited to become Associate Commission Members of the agency. Each party shall acknowledge its agreement to the terms set forth in an associate Commission member agreement. Thereupon the Chief Executive

Officer thereof, or substitute representative pursuant to Section 3, or his or her designee as an alternate, shall serve as ~~non-voting~~ members of the Commission.

6. ADVISORY BOARDS

The Commission may from time to time appoint one or more advisory boards to assist in carrying out the objectives of SCCWRP. The Commission shall determine the purpose and need for such board(s) and the necessary qualifications for individuals appointed to the board(s).

Each member of the advisory board(s) shall be entitled to compensation for his or her consulting services as established by the Commission from time to time. In addition, each member of the advisory board(s) shall be entitled to reimbursement for actual expenses reasonably and necessarily incurred, as well as travel and per diem expenses in an amount or at a rate established from time to time by the Commission.

7. EXECUTIVE DIRECTOR

The Commission shall appoint an Executive Director under whose general supervision and control SCCWRP shall be conducted. In accordance with paragraph 4(b) the Executive Director shall be appointed by the Commission and shall serve at the pleasure of the Commission.

The Executive Director's compensation shall be set at a level that adequately takes into consideration factors including, but not limited to, the proficiency with which the agency is directed, the degree of satisfactory progress in completing the approved research plan, success in obtaining outside funding and success in managing SCCWRP's budget.

8. EXECUTIVE DIRECTOR'S RESPONSIBILITIES

The Executive Director's responsibilities shall include, but not be limited to:

- (a) Developing recommended research priorities and objectives for consideration by the Commission and directing research programs;
- (b) Reviewing and editing reports and manuscripts produced by SCCWRP's scientific staff;
- (c) Managing day-to-day operations;
- (d) Managing the personnel activities of SCCWRP as is necessary to fulfill the purposes of this Agreement, subject to such periodic review and approval as the Commission deems appropriate;
- (e) Delegating such authority as is necessary to staff to insure the smooth operation of the organization:

- (f) Securing outside grants and other funding in support of SCCWRP's research objectives;
- (g) Entering into contracts and agreements on behalf of SCCWRP in accordance with the policies and procedures governing purchases of supplies, equipment and services adopted from time to time by the Commission and in accordance with the provisions of Section 9 regarding grants and contracts;
- (h) Providing reports to the Commission on the status of research in progress, Annual Operating Budgets (actual versus budgeted) and cash flow analysis;
- (i) Having charge of handling and having access to any property of SCCWRP upon the filing of a fidelity bond in the amount of Fifty Thousand Dollars (\$50,000); and
- (j) Acting as Secretary to SCCWRP until such time as the Commission appoints another person to this office.

9. FUNDING

Signatories shall provide annual funding in the amount of \$400,000 on July 1 of each year for SCCWRP during the term of this agreement. Associate Commission members of the agency will be required to provide annual funding on July 1 of each year in the amount of \$100,000. The fiscal year (FY) is defined as being from July 1 of the current calendar year to and including June 30 of the following calendar year.

As a condition to the addition of any public agency as party to this Agreement pursuant to paragraph 3 hereof, the public agencies which are then signatories to this Agreement may, by a vote of their Commission representatives, modify the funding set forth above in a manner which takes into account the financial needs of SCCWRP, provided that funding of any existing signatory shall not exceed that set forth above.

In such event, all new and existing Signatories, through their Commission representatives, shall execute a supplement to this Agreement entitled Supplement To Funding Pursuant to Paragraph 9 and shall attach it to this Agreement.

It is further agreed that SCCWRP, through its Executive Director, shall use its best efforts in procuring sources of income other than contributions from the Signatories. Such sources include, but are not limited to, income from grants or contracts from federal and state agencies. Grants and contracts may be entered into by the Executive Director, or Deputy Director in his/her absence, to the limit of One Hundred Thousand Dollars (\$100,000) per individual agreement and any grant or contract in excess of said sum but no more than Two Hundred and Fifty Thousand Dollars (\$250,000) may be entered into by the Executive Director, or Deputy Director in his/her absence, provided it is approved by the Chair of the Commission prior to acceptance and execution by the Executive Director or Deputy Director. Any grant or contract in

excess of Two Hundred and Fifty Thousand Dollars (\$250,000) shall require the prior express approval of the members of the Commission.

The Commission shall yearly, on or before June 30, adopt and issue an estimated Annual Operating Budget that projects the funds necessary to maintain and operate SCCWRP for the forthcoming fiscal year being from July 1 of the current calendar year to and including June 30 of the following calendar year. The Budget shall, among other things, contain a statement of anticipated outside sources of revenue and shall not exceed the sum of the total contributions by the signatories, as hereinabove provided, plus the outside revenue.

In the event that any Signatory is unable or unwilling to pay to SCCWRP the funding attributable to it for the upcoming fiscal year as set forth above, then such Signatory shall notify in writing each of the other Signatories and SCCWRP of its inability no later than February 1. Such Signatory shall thereupon be deemed to have withdrawn from this Agreement and SCCWRP created hereby, effective as of July 1 of such year. SCCWRP shall continue in effect and all provisions hereof shall be binding except that the maximum net funds which may be requested of the Signatories shall not be increased above the individual agency contributions set forth above, unless otherwise agreed to by all of the remaining Signatories.

In the absence of such notification, each Signatory shall be deemed to have consented to such expenditure and the amount thereof shall, on July 1, become an enforceable obligation of each Signatory to the extent permitted by law.

Nothing in this Agreement shall preclude a Signatory from advancing all or a portion of its contribution to SCCWRP.

None of the Signatories to this Agreement shall be entitled by virtue of withdrawal to receive any payment of money or share of assets of SCCWRP except as may be agreed upon by the remaining Signatories.

10. TERM AND TERMINATION

This Amended Joint Powers Agreement shall remain in full force and effect from July 1, 2009~~13~~ through June 30, 201~~37~~, inclusive.

In the event that any Signatory chooses to withdraw from SCCWRP, then such Signatory shall notify in writing each of the other Signatories and SCCWRP of its decision, no later than February 1. Such Signatory shall thereupon be deemed to have withdrawn from this Agreement and SCCWRP created hereby effective as of June 30 of such year. SCCWRP shall continue in effect and all provisions hereof shall be binding upon and inure to the benefit of the remaining Signatories.

In the event that any non-Signatory agency of the Commission chooses to withdraw from SCCWRP, then such Commission agency shall notify SCCWRP of its decision in writing at least thirty (30) days prior to the date of anticipated withdrawal. Such Commission agency shall be

thereupon deemed withdrawn from participation on the date specified in this notice provided such notice is given at least 30 days prior to the anticipated withdrawal and SCCWRP. SCCWRP shall continue in effect and be governed by the remaining Commission members.

11. SCOPE AND CONDUCT OF SCCWRP

The scope of SCCWRP's research work shall be reviewed and approved annually by the Commission, which shall seek the advice and counsel of the Executive Director and any other outside advisors deemed necessary or appropriate.

The mechanism for review shall be a working research plan, revised annually or as otherwise necessary as determined by the Commission, stating the overall goals and objectives and including an outline of the known current and anticipated future year's research, staffing and funding necessary to successfully achieve the research objectives of this Agreement.

The Commission shall, from time to time, but not less than once each year, submit a report to the governing bodies of each of the Signatories of this Agreement that shall include, but not be limited to, a summary of research accomplishments during the past year, discussion of research in progress and a financial statement.

12. AGENCIES OF SCCWRP

The Executive Director is hereby appointed the Treasurer of SCCWRP and shall be responsible for the disposition of the funds of SCCWRP. The Executive Director is ~~hereby~~also appointed Auditor of SCCWRP.

The Treasurer and Auditor shall make such reports and cause such audits of the accounts and records of SCCWRP to be made as are required by law.

The Commission shall employ such legal counsel as it determines shall best serve the interests of SCCWRP.

SCCWRP shall be strictly accountable for all funds and shall report all receipts and disbursements.

The manner of exercising the common power provided for herein shall be subject to the restrictions on the manner of exercising such power of the Los Angeles County District.

13. ACCOUNTING

SCCWRP shall establish and maintain such funds and accounts as may be required by good accounting practice. The Treasurer of SCCWRP shall have custody of the funds of SCCWRP and disbursement shall be made by the Treasurer in accordance with applicable procedures. Any earnings on the funds of SCCWRP shall be credited to and be a part of the funds of SCCWRP.

The fiscal year of SCCWRP shall begin on the first day of July of each year and shall end on the thirtieth day of June of the following.

The Auditor shall contract with an independent certified public accountant to make an annual audit of the account and records of SCCWRP. A report thereof shall be filed as a public record with each of the Signatories and also with the County Auditor of the Counties of Los Angeles, Orange and San Diego. Such report shall also be filed with the Secretary of the State of California and shall be filed within twelve (12) months of the end of the fiscal year under such examination.

The cost of the audit shall be a debt of SCCWRP.

14. POWERS AND DUTIES OF SCCWRP

SCCWRP shall and is hereby authorized in its own name to do all things necessary and desirable (subject to the limitations provided in this Agreement) to carry out the purposes of this Agreement, including, but not limited to, the following:

- (a) To make and enter into contracts;
- (b) To employ agents and employees;
- (c) To acquire, construct, manage, maintain or operate any buildings, works or improvements;
- (d) To acquire, hold or dispose of property;
- (e) To incur debts, liabilities and obligations which shall not constitute the debts, liabilities or obligations of any of the Signatories or any of the Commission members; and
- (f) To sue and be sued in its own name.

15. DISPOSITION OF PROPERTY AND SURPLUS FUND

At the termination of this Agreement, any and all property, funds, assets and interests therein of SCCWRP shall become the property of and be distributed to such of the Signatories as are then members of SCCWRP, or their successors, in the same proportion as the then Signatories, or their successors, have contributed to the total cost of the agency.

16. PRIVILEGES AND IMMUNITIES

All of the privileges and immunities from liability, exemptions from laws, ordinances and rules, all pension, relief, disability, workers compensation and other benefits which apply to the

activities of officers, agents or employees of any of the public agencies which are signatory to this Agreement when performing their respective functions within the territorial limits of their respective public agencies, shall apply to them to the same degree and extent while engaged in the performance of any of their functions and duties extra-territorially under the provisions of this Agreement.

17. MISCELLANEOUS

The section headings herein are for convenience only and are not to be construed as modifying or governing the language in the section referred to.

18. SUCCESSORS

This agreement shall be binding upon and shall inure to the benefit of the successors of the parties.

19. INDEMNIFICATION AND LIABILITY INSURANCE

SCCWRP shall carry during the entire term of this Agreement, liability insurance coverage, naming all Signatories and others including Commission members as additional insured parties, in such kind and amounts as the Commission may from time to time determine to be appropriate. Such cost shall be a debt of SCCWRP.

SCCWRP shall indemnify and hold harmless each Commission agency, its officers, agents, and employees, including each agency representative from and against all claims, demands or liability, including legal costs, arising out of or encountered in connection with this Agreement and the activities conducted hereunder and shall defend them and each of them against any claim, cause of action, liability, or damage resulting therefrom.

20. DISCLAIMER

Approval of research work by the Commission is not intended in any way to bind, commit or unduly influence decisions of the Signatory or non-Signatory members of the Commission. The findings, conclusions and recommendations of SCCWRP shall not be construed necessarily as the position of any Signatory or non-Signatory member of the Commission.

21. COUNTERPART

This Agreement may be signed in several counterparts, each of which shall be deemed an original and all of which shall constitute but one and the same agreement.

| IN WITNESS THEREOF, the parties have executed this ~~Seventh~~Eighth Amended Agreement on the dates hereafter set forth.

CITY OF LOS ANGELES,
a municipal corporation

DATED: _____

By: _____

ATTEST: _____

APPROVED AS TO FORM AND CONTENT:

By: _____

ORANGE COUNTY SANITATION
DISTRICT, a special district

DATED: _____

By: _____

ATTEST: _____

APPROVED AS TO FORM AND CONTENT:

By: _____

[Signatures Continue]

CITY OF SAN DIEGO,
a municipal corporation

DATED: _____

By: _____

ATTEST: _____

APPROVED AS TO FORM AND CONTENT:

By: _____

COUNTY SANITATION DISTRICT S
~~No. 2~~ OF LOS ANGELES COUNTY,
a special district

DATED: _____

By: _____

ATTEST: _____

APPROVED AS TO FORM AND CONTENT:

By: _____

(End of Signatures)

**EIGHTH AMENDED
JOINT POWERS AGREEMENT
CONFIRMING THE CREATION OF
AN AGENCY KNOWN AS SOUTHERN CALIFORNIA
COASTAL WATERS RESEARCH PARTNERSHIP AUTHORITY**

This Amended Joint Powers Agreement which confirms the creation of an agency known as SOUTHERN CALIFORNIA COASTAL WATERS RESEARCH PARTNERSHIP AUTHORITY, commonly known as SCCWRP, is made and entered into effective the first day of July, 2013, by and between the City of Los Angeles, a municipal corporation ("Los Angeles"), the Orange County Sanitation District, a special district ("Orange County District"), the City of San Diego, a municipal corporation ("San Diego") and County Sanitation Districts of Los Angeles County, a special district ("Los Angeles County District"), hereinafter "Signatories" (collectively) or "Signatory" (individually).

WHEREAS, the Signatories entered into a Seventh Amended Joint Powers Agreement confirming the creation of an agency known as Southern California Coastal Waters Research Project Authority, effective July 1, 2009;

WHEREAS, it is the desire of the Signatories to provide for the continuation of SCCWRP pursuant to this Eighth Amended Joint Powers Agreement ("Agreement");

NOW, THEREFORE, the Signatories hereto do agree as follows:

1. PURPOSE

This Agreement provides for the continuation of a public entity separate and apart from the Signatories to this Agreement to administer this Agreement, the purpose of which is to increase the scientific knowledge of how treated wastewater discharges, stormwater discharges and other human activities interact to affect Southern California's coastal aquatic ecological systems, and thereby to ensure protection of these resources.

2. CREATION OF SCCWRP

Pursuant to Article 1, Chapter 5, Division 7, Title 1 Government Code (Sections 6500 et seq.), the parties hereby confirm the existence of an agency as a public entity, separate and apart from the Signatories to this Agreement to be known as SOUTHERN CALIFORNIA COASTAL WATERS RESEARCH PARTNERSHIP AUTHORITY (hereinafter "SCCWRP"). Such agency shall, through the Commission referred to below, administer and execute this Agreement.

3. ORGANIZATION

SCCWRP shall be governed by a ten-member Commission composed of representatives of public bodies with accountability for water quality management and aquatic protection in the Southern California Bight as follows:

- (a) Associate Director, Water Division, U.S. Environmental Protection Agency, Region IX;
- (b) Deputy Director, Division of Water Quality, California State Water Resources Control Board;
- (c) Executive Officer, Regional Water Quality Control Board - Los Angeles Region;
- (d) Executive Officer, Regional Water Quality Control Board - Santa Ana Region;
- (e) Executive Officer, Regional Water Quality Control Board - San Diego Region;
- (f) Director, Bureau of Sanitation, City of Los Angeles;
- (g) Chief Engineer and General Manager, County Sanitation Districts of Los Angeles County;
- (h) Assistant General Manager, Orange County Sanitation District;
- (i) Director of Public Utilities, City of San Diego; and
- (j) Assistant Secretary for Ocean and Coastal Matters, California Resources Agency, California Ocean Protection Council.

The Commission shall meet at least four times each calendar year and at such other appropriate intervals as are necessary to conduct the business of SCCWRP. All such meetings shall be subject to the Ralph M. Brown Act, commencing with Section 54950 of the Government Code of the State of California. Five members shall constitute a quorum and a simple majority vote of that quorum shall be required for action to be taken.

A staff designee may be appointed as an alternate by the person holding the offices set forth above and shall act as a member of the Commission in place of such officer during his or her absence, inability or refusal to act and shall serve indefinitely at the pleasure of the appointing officer and until a successor is appointed, or until such designee dies, becomes incapacitated or resigns. Such designation shall be in writing and shall be delivered to the Executive Director at the offices of SCCWRP.

Upon the concurrence of two-thirds vote of the members of the Commission, public bodies of the Commission may designate a new permanent representative.

The Commission shall, at its first meeting and thereafter at its first meeting following July 1 of each succeeding year, elect a Chair and Vice-Chair from among its members. The Vice-Chair shall assume the responsibilities of the Chair in the absence of the Chair and the Chair's alternate.

The Commission members shall serve for a term identical to the term of this Agreement, and such term shall be extended automatically as the Agreement is extended. The Commission members shall not be entitled to compensation for attendance or expenses.

Administrative and purchasing policies and procedures shall be established by the Commission and shall comply with the law of the State of California.

The debts, liabilities and obligations of SCCWRP shall not constitute the debts, liabilities or obligations of any of the Commission members or members of any Advisory Board of SCCWRP. Such debts, liabilities or obligations shall be those of SCCWRP.

Upon the concurrence of two-thirds vote of the members of the Commission, other public agencies having a power common to the Signatories may be added as parties to this Agreement and each such party shall acknowledge its agreement to the terms hereof by executing this Agreement upon authorization of its governing Board. Such additional agency or agencies shall have responsibilities identical to those of the Signatories as set forth in paragraph 4 hereof; and the Chief Executive Officer thereof, together with his or her designee, shall be a member and alternate member of the Commission with those powers conferred upon the Signatories. The financial contribution required of such additional agency or agencies shall be determined by a majority of the Commission members representing the Signatories.

4. COMMISSION RESPONSIBILITIES

The responsibilities of the Commission shall include, but not be limited to, the following:

- (a) Establishing and appointing members of advisory boards, committees, other like groups and consultants as it deems appropriate to further the purposes of this Agreement;
- (b) Hiring an Executive Director and establishing his or her responsibilities in addition to those detailed herein. Two-thirds vote of the members of the Commission shall be required for hiring the Executive Director;
- (c) Overseeing development and approving SCCWRP's Research Plan;
- (d) Approving the SCCWRP's Annual Operating Budget, recognizing that the contributions of the Signatories shall be as provided in Section 8 hereof and taking into account other projected sources of income;

- (e) Reviewing and approving, on an annual basis, the salaries and benefits for the Executive Director and other staff. Two-thirds vote of the members of the Commission including two-thirds of the signatories shall be required for adoption;
- (f) Conducting a performance review of the Executive Director on an annual basis;
- (g) Reviewing the financial status of SCCWRP;
- (h) Establishing objectives, priorities, policies, guidelines, and other such responsibilities as may be appropriate from time to time; and
- (i) Taking such further action as it deems appropriate to carry out the purposes of this Agreement.

5. ASSOCIATE COMMISSION MEMBERS

Associate Commission members attend and participate fully in Commission meetings, and are entitled to one-quarter vote. Associate Commission members shall have responsibilities identical to those of the Signatories as set forth in Section 4 above.

Upon execution of the attached Associate Commission Member Agreement, SCCWRP's Associate Commission members shall be composed of representatives of public bodies with accountability for water quality management and aquatic protection as follows:

Ventura County Watershed Protection District;

Los Angeles County Flood Control District;

County of Orange; and

County of San Diego.

Upon concurrence of two-thirds vote of the members of the Commission, other public agencies having a power common to the Signatories may be invited to become Associate Commission Members of the agency. Each party shall acknowledge its agreement to the terms set forth in an associate Commission member agreement. Thereupon the Chief Executive Officer thereof, or substitute representative pursuant to Section 3, or his or her designee as an alternate, shall serve as members of the Commission.

6. ADVISORY BOARDS

The Commission may from time to time appoint one or more advisory boards to assist in carrying out the objectives of SCCWRP. The Commission shall determine the purpose and need for such board(s) and the necessary qualifications for individuals appointed to the board(s).

Each member of the advisory board(s) shall be entitled to compensation for his or her consulting services as established by the Commission from time to time. In addition, each member of the advisory board(s) shall be entitled to reimbursement for actual expenses reasonably and necessarily incurred, as well as travel and per diem expenses in an amount or at a rate established from time to time by the Commission.

7. EXECUTIVE DIRECTOR

The Commission shall appoint an Executive Director under whose general supervision and control SCCWRP shall be conducted. In accordance with paragraph 4(b) the Executive Director shall be appointed by the Commission and shall serve at the pleasure of the Commission.

The Executive Director's compensation shall be set at a level that adequately takes into consideration factors including, but not limited to, the proficiency with which the agency is directed, the degree of satisfactory progress in completing the approved research plan, success in obtaining outside funding and success in managing SCCWRP's budget.

8. EXECUTIVE DIRECTOR'S RESPONSIBILITIES

The Executive Director's responsibilities shall include, but not be limited to:

- (a) Developing recommended research priorities and objectives for consideration by the Commission and directing research programs;
- (b) Reviewing and editing reports and manuscripts produced by SCCWRP's scientific staff;
- (c) Managing day-to-day operations;
- (d) Managing the personnel activities of SCCWRP as is necessary to fulfill the purposes of this Agreement, subject to such periodic review and approval as the Commission deems appropriate;
- (e) Delegating such authority as is necessary to staff to insure the smooth operation of the organization;
- (f) Securing outside grants and other funding in support of SCCWRP's research objectives;
- (g) Entering into contracts and agreements on behalf of SCCWRP in accordance with the policies and procedures governing purchases of supplies, equipment and services adopted from time to time by the Commission and in accordance with the provisions of Section 9 regarding grants and contracts;

- (h) Providing reports to the Commission on the status of research in progress, Annual Operating Budgets (actual versus budgeted) and cash flow analysis;
- (i) Having charge of handling and having access to any property of SCCWRP upon the filing of a fidelity bond in the amount of Fifty Thousand Dollars (\$50,000); and
- (j) Acting as Secretary to SCCWRP until such time as the Commission appoints another person to this office.

9. FUNDING

Signatories shall provide annual funding in the amount of \$400,000 on July 1 of each year for SCCWRP during the term of this agreement. Associate Commission members of the agency will be required to provide annual funding on July 1 of each year in the amount of \$100,000. The fiscal year (FY) is defined as being from July 1 of the current calendar year to and including June 30 of the following calendar year.

As a condition to the addition of any public agency as party to this Agreement pursuant to paragraph 3 hereof, the public agencies which are then signatories to this Agreement may, by a vote of their Commission representatives, modify the funding set forth above in a manner which takes into account the financial needs of SCCWRP, provided that funding of any existing signatory shall not exceed that set forth above.

In such event, all new and existing Signatories, through their Commission representatives, shall execute a supplement to this Agreement entitled Supplement To Funding Pursuant to Paragraph 9 and shall attach it to this Agreement.

It is further agreed that SCCWRP, through its Executive Director, shall use its best efforts in procuring sources of income other than contributions from the Signatories. Such sources include, but are not limited to, income from grants or contracts from federal and state agencies. Grants and contracts may be entered into by the Executive Director, or Deputy Director in his/her absence, to the limit of One Hundred Thousand Dollars (\$100,000) per individual agreement and any grant or contract in excess of said sum but no more than Two Hundred and Fifty Thousand Dollars (\$250,000) may be entered into by the Executive Director, or Deputy Director in his/her absence, provided it is approved by the Chair of the Commission prior to acceptance and execution by the Executive Director or Deputy Director. Any grant or contract in excess of Two Hundred and Fifty Thousand Dollars (\$250,000) shall require the prior express approval of the members of the Commission.

The Commission shall yearly, on or before June 30, adopt and issue an estimated Annual Operating Budget that projects the funds necessary to maintain and operate SCCWRP for the forthcoming fiscal year being from July 1 of the current calendar year to and including June 30 of the following calendar year. The Budget shall, among other things, contain a statement of anticipated outside sources of revenue and shall not exceed the sum of the total contributions by the signatories, as hereinabove provided, plus the outside revenue.

In the event that any Signatory is unable or unwilling to pay to SCCWRP the funding attributable to it for the upcoming fiscal year as set forth above, then such Signatory shall notify in writing each of the other Signatories and SCCWRP of its inability no later than February 1. Such Signatory shall thereupon be deemed to have withdrawn from this Agreement and SCCWRP created hereby, effective as of July 1 of such year. SCCWRP shall continue in effect and all provisions hereof shall be binding except that the maximum net funds which may be requested of the Signatories shall not be increased above the individual agency contributions set forth above, unless otherwise agreed to by all of the remaining Signatories.

In the absence of such notification, each Signatory shall be deemed to have consented to such expenditure and the amount thereof shall, on July 1, become an enforceable obligation of each Signatory to the extent permitted by law.

Nothing in this Agreement shall preclude a Signatory from advancing all or a portion of its contribution to SCCWRP.

None of the Signatories to this Agreement shall be entitled by virtue of withdrawal to receive any payment of money or share of assets of SCCWRP except as may be agreed upon by the remaining Signatories.

10. TERM AND TERMINATION

This Amended Joint Powers Agreement shall remain in full force and effect from July 1, 2013 through June 30, 2017, inclusive.

In the event that any Signatory chooses to withdraw from SCCWRP, then such Signatory shall notify in writing each of the other Signatories and SCCWRP of its decision, no later than February 1. Such Signatory shall thereupon be deemed to have withdrawn from this Agreement and SCCWRP created hereby effective as of June 30 of such year. SCCWRP shall continue in effect and all provisions hereof shall be binding upon and inure to the benefit of the remaining Signatories.

In the event that any non-Signatory agency of the Commission chooses to withdraw from SCCWRP, then such Commission agency shall notify SCCWRP of its decision in writing at least thirty (30) days prior to the date of anticipated withdrawal. Such Commission agency shall be thereupon deemed withdrawn from participation on the date specified in this notice provided such notice is given at least 30 days prior to the anticipated withdrawal and SCCWRP. SCCWRP shall continue in effect and be governed by the remaining Commission members.

11. SCOPE AND CONDUCT OF SCCWRP

The scope of SCCWRP's research work shall be reviewed and approved annually by the Commission, which shall seek the advice and counsel of the Executive Director and any other outside advisors deemed necessary or appropriate.

The mechanism for review shall be a working research plan, revised annually or as otherwise necessary as determined by the Commission, stating the overall goals and objectives and including an outline of the known current and anticipated future year's research, staffing and funding necessary to successfully achieve the research objectives of this Agreement.

The Commission shall, from time to time, but not less than once each year, submit a report to the governing bodies of each of the Signatories of this Agreement that shall include, but not be limited to, a summary of research accomplishments during the past year, discussion of research in progress and a financial statement.

12. AGENCIES OF SCCWRP

The Executive Director is hereby appointed the Treasurer of SCCWRP and shall be responsible for the disposition of the funds of SCCWRP. The Executive Director is also appointed Auditor of SCCWRP.

The Treasurer and Auditor shall make such reports and cause such audits of the accounts and records of SCCWRP to be made as are required by law.

The Commission shall employ such legal counsel as it determines shall best serve the interests of SCCWRP.

SCCWRP shall be strictly accountable for all funds and shall report all receipts and disbursements.

The manner of exercising the common power provided for herein shall be subject to the restrictions on the manner of exercising such power of the Los Angeles County District.

13. ACCOUNTING

SCCWRP shall establish and maintain such funds and accounts as may be required by good accounting practice. The Treasurer of SCCWRP shall have custody of the funds of SCCWRP and disbursement shall be made by the Treasurer in accordance with applicable procedures. Any earnings on the funds of SCCWRP shall be credited to and be a part of the funds of SCCWRP.

The fiscal year of SCCWRP shall begin on the first day of July of each year and shall end on the thirtieth day of June of the following.

The Auditor shall contract with an independent certified public accountant to make an annual audit of the account and records of SCCWRP. A report thereof shall be filed as a public record with each of the Signatories and also with the County Auditor of the Counties of Los Angeles, Orange and San Diego. Such report shall also be filed with the Secretary of the State of California and shall be filed within twelve (12) months of the end of the fiscal year under such examination.

The cost of the audit shall be a debt of SCCWRP.

14. POWERS AND DUTIES OF SCCWRP

SCCWRP shall and is hereby authorized in its own name to do all things necessary and desirable (subject to the limitations provided in this Agreement) to carry out the purposes of this Agreement, including, but not limited to, the following:

- (a) To make and enter into contracts;
- (b) To employ agents and employees;
- (c) To acquire, construct, manage, maintain or operate any buildings, works or improvements;
- (d) To acquire, hold or dispose of property;
- (e) To incur debts, liabilities and obligations which shall not constitute the debts, liabilities or obligations of any of the Signatories or any of the Commission members; and
- (f) To sue and be sued in its own name.

15. DISPOSITION OF PROPERTY AND SURPLUS FUND

At the termination of this Agreement, any and all property, funds, assets and interests therein of SCCWRP shall become the property of and be distributed to such of the Signatories as are then members of SCCWRP, or their successors, in the same proportion as the then Signatories, or their successors, have contributed to the total cost of the agency.

16. PRIVILEGES AND IMMUNITIES

All of the privileges and immunities from liability, exemptions from laws, ordinances and rules, all pension, relief, disability, workers compensation and other benefits which apply to the activities of officers, agents or employees of any of the public agencies which are signatory to this Agreement when performing their respective functions within the territorial limits of their respective public agencies, shall apply to them to the same degree and extent while engaged in the performance of any of their functions and duties extra-territorially under the provisions of this Agreement.

17. MISCELLANEOUS

The section headings herein are for convenience only and are not to be construed as modifying or governing the language in the section referred to.

18. SUCCESSORS

This agreement shall be binding upon and shall inure to the benefit of the successors of the parties.

19. INDEMNIFICATION AND LIABILITY INSURANCE

SCCWRP shall carry during the entire term of this Agreement, liability insurance coverage, naming all Signatories and others including Commission members as additional insured parties, in such kind and amounts as the Commission may from time to time determine to be appropriate. Such cost shall be a debt of SCCWRP.

SCCWRP shall indemnify and hold harmless each Commission agency, its officers, agents, and employees, including each agency representative from and against all claims, demands or liability, including legal costs, arising out of or encountered in connection with this Agreement and the activities conducted hereunder and shall defend them and each of them against any claim, cause of action, liability, or damage resulting therefrom.

20. DISCLAIMER

Approval of research work by the Commission is not intended in any way to bind, commit or unduly influence decisions of the Signatory or non-Signatory members of the Commission. The findings, conclusions and recommendations of SCCWRP shall not be construed necessarily as the position of any Signatory or non-Signatory member of the Commission.

21. COUNTERPART

This Agreement may be signed in several counterparts, each of which shall be deemed an original and all of which shall constitute but one and the same agreement.

IN WITNESS THEREOF, the parties have executed this Eighth Amended Agreement on the dates hereafter set forth.

CITY OF LOS ANGELES,
a municipal corporation

DATED: _____

By: _____

ATTEST: _____

APPROVED AS TO FORM AND CONTENT:

By: _____

**ORANGE COUNTY SANITATION
DISTRICT**, a special district

DATED: _____

By: _____

ATTEST: _____

APPROVED AS TO FORM AND CONTENT:

By: _____

[Signatures Continue]

CITY OF SAN DIEGO,
a municipal corporation

DATED: _____

By: _____

ATTEST: _____

APPROVED AS TO FORM AND CONTENT:

By: _____

**COUNTY SANITATION DISTRICTS
OF LOS ANGELES COUNTY,**
a special district

DATED: _____

By: _____

ATTEST: _____

APPROVED AS TO FORM AND CONTENT:

By: _____

(End of Signatures)

AGENDA ITEM 7

Attachment

**MetroTAC
2011/12 Work Plan**

MetroTAC Items	Description	Subcommittee Member(s)
Advanced Water Purification Demonstration Project	San Diego engaged CDM to design/build/operate the project for the water repurification pilot program. <i>2/8/11: Equipment arrived 3/2011; tours will be held when operational (June/July 2011 timeframe). 2/12: Tours are available</i>	Al Lau
Fiscal Items	The Finance committee will continue to monitor and report on the financial issues affecting the Metro System and the charges to the PAs. The debt finance and reserve coverage issues have been resolved. Refunds totaling \$12.3 million were sent to most of the PA's. 10/26/11: 2010 will be the first year where the PAs will be credited with interest on the debt service reserve and operational fund balances. Interest will be applied as an income credit to Exhibit E when that audit is complete.	Greg Humora Scott Huth Karen Jassoy Karyn Keese
Recycled Water Revenue Issue	Per our Regional wastewater Agreement revenues from SBWTP are to be shared with PA's. 4/11: City has agreed to pay out revenue to Wastewater Section and PA's credit will be on the Exhibit E adjustments at year end Open issues: Capacity reservation lease payments and North City Optimized System Debt service status. 12/11: Letter sent to San Diego regarding outstanding recycled water revenue issues.	Scott Huth Scott Tulloch Karyn Keese
Water Reduction - Impacts on Sewer Rates	The MetroTAC wants to evaluate the possible impact to sewer rates and options as water use goes down, and consequently the sewer flows go down, reducing sewer revenues. Sewer strengths are also increasing because of less water to dilute the waste. We are currently monitoring the effects of this. 2/2011: wastewater revenues are declining due to conservation and flow reductions and agencies are re-prioritizing projects to be able to cover annual operations costs	Eric Minicilli Manny Magaña Karyn Keese
"No Drugs Down the Drain"	The state has initiated a program to reduce pharmaceuticals entering the wastewater flows. There have been a number of collection events within the region. The MetroTAC, working in association with the Southern California Alliance of Publicly-owned Treatment Works (SCAP), will continue to monitor proposed legislation and develop educational tools to be used to further reduce the amount of drugs disposed of into the sanitary sewer system. 8/2010: County Sheriff and Chula Vista have set up locations for people to drop off unwanted medications and drugs. 4/11: <i>Local law enforcement has taken a proactive role and is sponsoring drug take back events. 3/11: TAC to prepare a position for the board to adopt; look for a regional solution; watch requirements to test/control drugs in wastewater. 10/26/11: A prescription drug take back day is scheduled for 10/29/11. Goto www.dea.gov to find your nearest location.</i>	Greg Humora
Flushable Items that do not Degrade	Several PAs have problems with flushable products, such as personal wipes, that do not degrade and cause blockages. MetroTAC is investigating solutions by other agencies, and a public affairs campaign to raise awareness of the problems caused by flushable products. We are also working with SCAP in their efforts to help formulate state legislation to require manufacturers of products to meet certain criteria prior to labeling them as "flushable." Follow AB2256 and offer support.	Eric Minicilli

MetroTAC Items	Description	Subcommittee Member(s)
Grease Recycling	To reduce fats, oils, and grease (FOG) in the sewer systems, more and more restaurants are being required to collect and dispose of cooking grease. Companies exist that will collect the grease and turn it into energy. MetroTAC is exploring if a regional facility offers cost savings for the PAs. The PAs are also sharing information amongst each other for use in our individual programs. 3/11: <i>get update on local progress and status of grease rendering plant near Coronado bridge</i>	Eric Minicilli
Padre Dam Mass Balance Correction	11/11: Padre Dam has been overcharged for their sewage strengths since 1998. Staff from City of San Diego presented a draft spreadsheet entitled Master Summary Reconciliations Padre Dam Mass Balance Corrections Calculation. Rita Bell and Karyn Keese were elected to review the documentation and report back to Metro TAC.	Rita Bell Karyn Keese
Recycled Water Study	As part of the secondary waiver process, San Diego agreed to perform a recycled water study within the Metro service area. That study is currently underway, and MetroTAC has representatives participating in the working groups. TM #8 Costs estimates are out and PAs provided comments on TM#8 and have asked for a technical briefing. 10/16/11: Final draft of report is due out in November 2011.1/12: Final draft of report is due in March 2012.	Scott Huth Al Lau Karyn Keese Jennifer Duffy
Recycled Water Rate Study	San Diego is working on a rate study for pricing recycled water from the South Bay plant and the North City plant. MetroTAC, in addition to individual PAs, have been engaged in this process and have provided comments on drafts San Diego has produced. We are currently waiting for San Diego to promulgate a new draft which addresses the changes we have requested. 10/26/11: draft study still not issued	Karyn Keese Scott Huth Rita Bell
Metro JPA Strategic Initiatives	MetroTAC to develop success measures for the JPA strategic initiatives and suggest a schedule to complete certain items. 1/12: Paula de Sousa requested the Board Secretary to provide all past policy decisions.	Scott Huth Dan Brogadir Karyn Keese Paula de Sousa
Salt Creek Diversion	9/2010: OWD, Chula Vista and San Diego met to discuss options and who will pay for project; Chula Vista and OWD are reviewing options. 2/2011: OWD and PBS&J reviewed calculations with PUD staff; San Diego to provide backup data for TAC to review. This option is also covered in the Recycle Water Study.10/26/11: Back-up information has still not been received from staff.	Roberto Yano Manny Magaña Karyn Keese Rita Bell
Recycled Water Study Cost Allocation	A small working group was formed to discuss options to allocate PLWTP offset project costs among the water and wastewater rate payers; Concepts will be discussed at TAC and JPA Board in near future.	Scott Huth Roberto Yano Al Lau Karyn Keese
Board Members' Items		
Metro JPA Strategic Plan	2/2011: committee to meet 2/28/11 to plan for retreat to be held on 5/5/11 Retreat held and wrap up presented to the Commission at their June Meeting. JPA strategic planning committee to meet to update JPA Strategic Plan and prepare action items. 1/12: Draft strategic plan reviewed by Board and referred to Metro TAC for input. MetroTAC has created a subcommittee to work on this project.	Augie Caires Ernie Ewin
Rate Case Items	1/12: San Diego is in the process of hiring a consultant to update their rate case. As part of that process, MetroTAC and the Finance Committee will be monitoring the City's proposals as they move forward.	Karyn Keese
Schedule E	MetroTAC and the Finance Committee are active and will monitor this process. Individual items related to Schedule E will come directly to the Board as they develop.	Karen Jassoy Karyn Keese

MetroTAC Items	Description	Subcommittee Member(s)
Future bonding	MetroTAC and the Finance Committee are active and will monitor this process. Individual items related to bonding efforts will come directly to the Board as they develop. 10/26/11: San Diego is issuing an RFP for a cost of service study to support a future bond issue potentially in mid-2013. Kristin Crane to sit on the selection panel.	Karen Jassoy Karyn Keese Kristen Crane
Changes in water legislation	MetroTAC and the Board should monitor and report on proposed and new legislation or changes in existing legislation that impact wastewater conveyance, treatment, and disposal, including recycled water issues	Paula de Sousa
Role of Metro JPA regarding Recycled Water	As plans for water reuse unfold and projects are identified, Metro JPA's role must be defined with respect to water reuse and impacts to the various regional sewer treatment and conveyance facilities	Scott Huth Karyn Keese
Border Region	Impacts of sewer treatment and disposal along the international border should be monitored and reported to the Board. These issues would directly affect the South Bay plants on both sides of the border.	
IROC Performance Audits	Work with IROC to identify areas to be audited; participate in audit process. 8/20/10: provide the top 5 areas to audit by September IROC meeting.	Augie Caires
SDG&E Rate Case	SDG&E has filed Phase 2 of its General Rate Case, which proposes a new "Network Use Charge" which would charge net-energy metered customers for feeding renewable energy into the grid as well as using energy from the grid. The proposal will have a significant impact on entities with existing solar facilities, in some cases, increases their electricity costs by over 400%. Ultimately, the Network Use Charge will mean that renewable energy projects will no longer be as cost effective. SDG&E's proposal will damage the growth of renewable energy in San Diego County. A coalition of public agencies has formed to protest this rate proposal.	Paula de Sousa

Completed Items	Description	Subcommittee Member(s)
Debt Reserve and Operating Reserve Discussion	In March 2010, the JPA approved recommendations developed by Metro JPA Finance Committee, MetroTAC, and the City of San Diego regarding how the PA's will fund the operating reserve and debt financing. MetroTAC has prepared a policy document to memorialize this agreement. Project complete: 4/10	Scott Huth Karyn Keese Doug Wilson
State WDRs & WDR Communications Plan	The Waste Discharge Requirements (WDRs), a statewide requirement that became effective on May 2, 2006, requires all owners of a sewer collection system to prepare a Sewer System Management Plan (SSMP). Agencies' plans have been created. We will continue to work to meet state requirements, taking the opportunity to work together to create efficiencies in producing public outreach literature and implementing public programs. Project complete: 5/10	Dennis Davies Patrick Lund
Ocean Maps from Scripps	Schedule a presentation on the Sea Level Rise research by either Dr. Emily Young, San Diego Foundation, or Karen Goodrich, Tijuana River National Estuarine Research Reserve Project complete: 5/10	Board Member Item
Secondary Waiver	The City of San Diego received approval from the Coastal Commission and now the Waiver is being processed by the EPA. The new 5 year waiver to operate the Point Loma Wastewater Treatment Plant at advanced primary went into effect August 1, 2010. Project complete 7/10	Scott Huth
Lateral Issues	Sewer laterals are owned by the property owners they serve, yet laterals often allow infiltration and roots to the main lines causing maintenance issues. As this is a common problem among PAs, the MetroTAC will gather statistics from national studies and develop solutions. 4/11: There has been no change to the issue. We will continue to track this item through SCAP and report back when the issue is active again. Efforts closed 3/11	Tom Howard Joe Smith
"Power Tariff"	Power companies are moving to a peak demand pricing scheme which negatively impacts PAs with pump stations and other high energy uses. MetroTAC wants to evaluate the new legislation and regulations, and to identify and implement cost savings efforts for the PAs. (8/2010): John Helminski at the City of San Diego is working on a sustainability project for CoSD 3/11: Prepare a position paper for the JPA board to consider 4/11: John Helminski no longer works for the City. Request update from Paula.5/31/11: Roberto Yano met with SCAP representatives. Each agency should meet with their SDG&E representative to determine if there are special programs or incentives they can qualify for .Per SCAP there is no new legislation.10/26/11: We will continue to track this item through SCAP and report back when the issue is active again.	Tom Howard Paula de Sousa Roberto Yano

AGENDA ITEM 8

Attachment

**PADRE DAM MUNICIPAL WATER DISTRICT
MASS BALANCE CORRECTION ISSUE
MARCH 8, 2012**

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Padre Dam Municipal Water District (Padre Dam), a Participating Agency (PA) in the City of San Diego Metropolitan Wastewater System (Metro), currently averages 5 million gallons per day (mgd) of sewage generated within its service area. Forty percent of the wastewater (approximately 2 mgd) is conveyed to the Padre Dam Water Recycling Facility (PDWRF); the balance goes to the City of San Diego (City) Metro system for treatment and disposal. Sludge generated at the PDWRF is also discharged to the Metro system.

In late 2010 Padre Dam performed a Metro Billing Formula review. As part of the billing formula review it was discovered that in addition to the agreed upon billing formula that included sewage flow and strength data from flow meter PD1B the sludge loads from PDWRF were also calculated in a separate "mass balance" billing worksheet prepared by the City and then added to Padre Dam's Metro billing. Thus Padre Dam was being charged twice for the sludge they discharged into the Metro system: with the PD1B flow meter data and then a second time by adding in the mass balance figures.

This double charge of sludge loads from the mass balance worksheet has created an over payment to the City for solids since 1998. In addition, Padre Dam had picked up a larger share of the regional returns and centrate since fiscal year 1998 due to the double charge for the sludge.

The City of San Diego staff has agreed that the double charge since fiscal year 1998 does exist and has gone back and recalculated the amount owed to Padre Dam. Attached to this report is the most recent schedule developed by City staff showing the Padre Dam financial impact of the double charge to be \$12.4 million from 1998 to 2009.

Now that this billing error has been discovered, and verified by San Diego and the PAs, the PAs and City of San Diego need to determine how it should be corrected. The remaining issue ~~that~~ needs to be resolved is ~~that of~~ the time period that should be used to calculate the repayment. The easiest way to correct the situation would be if the PAs and San Diego agree to an identical repayment time period. Here are two potential repayment scenarios:

1. Assume a 4 year statute of limitations, the repayment period could go back 4 years from the date of the error discovery (November 2010) covering every year-end adjustment finalized during this period.
- ~~1-2.~~ Go back to 1998 which would correct the entire amount.

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~~Because this issue is really an individual billing issue that each PA has by virtue of its agreement with the City. The PAs do not have ready access to legal counsel due to the conflict of interest the JPA attorney has with this issue. [The JPA attorney, who also serves as general counsel to Padre Dam, has suggested that each PA could consult their own attorney or that possibly a group of the PAs attorney's could form to review this matter and advise the members. The JPA attorney also stated that this is an individual billing issue between each PA and the City as all PAs have separate contracts with the City.~~

