



Regular Meeting of the Metro Commission and Metro Wastewater JPA

AGENDA

Thursday, June 2, 2022 - 12:00 p.m.

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

MEMBERS OF THE METRO COMMISSION/METRO JPA WILL BE PARTICIPATING REMOTELY FOR THIS MEETING AND THERE WILL BE NO LOCATION FOR IN-PERSON ATTENDANCE PURSUANT TO GOVERNMENT CODE SECTION 54953(e)(1)(A), WHICH PROVIDES WAIVERS TO CERTAIN BROWN ACT TELECONFERENCING RULES DURING A PROCLAIMED STATE OF EMERGENCY WHEN STATE OR LOCAL OFFICIALS HAVE IMPOSED OR RECOMMENDED SOCIAL DISTANCING. IN COMPLIANCE WITH THE BROWN ACT, METRO COMMISSION/METRO JPA IS PROVIDING ALTERNATIVES TO IN-PERSON ATTENDANCE FOR OBSERVING AND PARTICIPATING IN THE MEETING. FURTHER DETAILS ARE BELOW.

Note: Any member of the public may provide comments to the Metro Commission/Metro JPA on any agenda item or on a matter not appearing on the agenda, but within the jurisdiction of the Commission/JPA. Public comments must be submitted in either of the following manners:

1. Providing Oral Comments During Meeting. To provide comments during the meeting, join the Zoom meeting by computer, mobile phone, or dial-in number. On Zoom video conference by computer or mobile phone, use the "Raise Hand" feature. This will notify the Secretary that you wish to speak during a specific item on the agenda or during non-agenda Public Comment. If joining the meeting using the Zoom dial-in number, you can raise your hand by pressing *9. Comments will be limited to three (3) minutes
2. Written Comments. Written public comments must be submitted prior to the start of the meeting to lpeoples@chulavistaca.gov. Please indicate whether your comment is on a specific agenda item or a non-agenda item. Comments are limited to four hundred (400) words. It is requested that comments and other information be provided at least two (2) hours before the start of the meeting. All comments received by such time will be provided to the Commission/JPA members in writing. In the discretion of the Chair, the first five (5) comments received on each agenda item, or on non-agenda matters, may be read into the record at the meeting. Comments received after the two (2) hour limit will be collected, sent to the Commission/JPA members in writing, and be part of the public record.

When providing comments to the Commission/JPA, it is requested that you provide your name and city of residence for the record. Those commenting are requested to address their comments to the Commission/JPA as a whole through the Chair. If you have anything that you wish to be distributed to the Commission/JPA, please provide it to the Secretary via lpeoples@chulavistaca.gov, who will distribute the information to the members.

The public may participate using the following remote options to Join Zoom Meeting:

<https://us02web.zoom.us/j/82955337464>

Meeting ID: 829 5533 7464

One tap mobile

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June 2, 2022

Metro Commission/Metro
Wastewater JPA Meeting Agenda

Documentation
Included

1. ROLL CALL
2. PLEDGE OF ALLEGIANCE TO THE FLAG
3. PUBLIC COMMENT
Opportunity for members of the public to provide comments to the Commission/JPA on any items not on the agenda but within the jurisdiction of the Commission/JPA. Members of the public may use the e-mail noted above to provide a comment.
4. **ACTION:** CONSIDERATION AND POSSIBLE ACTION TO MAKE FINDINGS TO CONTINUE HOLDING REMOTE/TELECONFERENCE MEETINGS PURSUANT TO ASSEMBLY BILL 361
- X 5. **ACTION:** CONSIDERATION AND POSSIBLE ACTION TO APPROVE THE MINUTES OF THE REGULAR MEETING OF [May 5, 2022](#) AND THE SPECIAL MEETING OF [May 13, 2022](#) (**Attachments**)
- X 6. **ACTION:** CONSIDERATION AND POSSIBLE ACTION TO AUTHORIZE LETTER TO EAST COUNTY (EC) ADVANCED WATER PURIFICATION (AWP) JOINT POWERS AUTHORITY (JPA) AND THE CITY OF SAN DIEGO REGARDING THE AWP PROJECT AND POTENTIAL FINANCIAL IMPACTS TO METRO PARTICIPATING AGENCIES (Beth Gentry) (**Attachment**)
- X 7. **ACTION:** CONSIDERATION AND POSSIBLE ACTION TO AUTHORIZE LETTER TO THE CITY OF SAN DIEGO REGARDING ADDITION OF PROJECTS TO METRO FACILITIES LIST (Beth Gentry) (**Attachment**)
- X 8. **PRESENTATION:** REVISED PARTICIPATING AGENCY BILLING SYSTEM (Dexter Wilson) (**Attachment**)
- X 9. **ACTION:** CONSIDERATION AND POSSIBLE ACTION TO APPROVE THE FOLLOWING CONTRACT EXTENSIONS FOR THE PURE WATER PROGRAM (Amy Dorman)
 - a. NORTH CITY METROPOLITAN BIOSOLIDS CENTER IMPROVEMENT FOR DESIGN AND ENGINEERING CONSTRUCTION PROFESSIONAL SERVICES WITH CH2M HILL (**Attachments**)
 - b. PURE WATER PROJECT CONSTRUCTION DOCUMENT MANAGEMENT SOFTWARE APPLICATION PROVIDED BY PMWEB, INC. (**Attachments**)

Documentation

Included

- X 10. **ACTION**: CONSIDERATION AND POSSIBLE ACTION TO APPROVE THE FIRST AMENDMENT TO THE AGREEMENT WITH THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, SAN DIEGO'S SCRIPPS INSTITUTION OF OCENOGRAPHY, FOR CONTINUED SUPPORT FOR REAL-TIME OCEANOGRAPHIC MONITORING SYSTEMS FOR THE POINT LOMA AND SOUTH BAY OCEAN OUTFALLS (Ryan Kempster) (**Attachments**)

- X 11. **ACTION**: CONSIDERATION AND POSSIBLE ACTION TO APPROVE THE EXECUTION OF CONTRACTS FOR ANIONIC POLYMER AND MANNICH POLYMER WITH POLYDYNE INC. (David Bryant/Craig Boyd) (**Attachment**)

- 12. **UPDATE**: INDUSTRIAL WASTEWATER CONTROL COMMITTEE (Beth Gentry)

- 13. **UPDATE**: Metro Wastewater (*General*) (Standing Item) (Tom Rosales)
 - a. Pt. Loma Wastewater Treatment Plant Road
 - b. April 10, 2020 Spill Update
 - c. Capital Program Master Planning Process Overview and Status

- 14. **UPDATE**: METRO CAPITAL IMPROVEMENT PROGRAM AND FUNDING (*NEXT REPORT IN JULY*) (Standing Item) (Tung Phung) (**Attachment**)

- 15. **UPDATE**: PURE WATER PROGRAM (Standing Item) (Amy Dorman)
 - A. PURE WATER COST CONSTRUCTION CONTRACTS UPDATE (Amy Dorman)
 - B. SECONDARY EQUIVALENCY LEGISLATION (Tom Rosales)

- X 16. **UPDATE**: METRO TAC UPDATE/REPORT (Standing Item) (Beth Gentry) (**Attachment**)

- 17. **REPORT**: AD HOC COMMITTEE ON SECOND AMENDED AND RESTATED METRO AGREEMENT (Standing Item) (Jerry Jones)

- 18. **REPORT**: IROC (Standing Item) (Jerry Jones)

- 19. **REPORT**: FINANCE COMMITTEE (Standing Item) (John Mullin)

- 20. **REPORT**: GENERAL COUNSEL (Standing Item) (Nicholaus Norvell)

- 21. **CLOSED SESSION**: PUBLIC EMPLOYEE PERFORMANCE EVALUATION (Gov. Code 54967(b)(1); Title: General Counsel)

- 22. PROPOSED AGENDA ITEMS FOR THE NEXT METRO COMMISSION/METRO WASTEWATER JPA MEETING **July 7, 2022**

- 23. METRO COMMISSIONERS' AND JPA BOARD MEMBERS' COMMENTS

24. ADJOURNMENT OF METRO COMMISSION AND METRO WASTEWATER JPA

NOTE: ANNUAL SANDIST (San Diego Area Wastewater Management District Meeting **IMMEDIATELY** following this meeting – CORONADO, DEL MAR, IMPERIAL BEACH, NATIONAL CITY, POWAY, LEMON GROVE SANITATION DISTRICT, PADRE DAM, OTAY WATER, Secretary, Treasurer & General Counsel **Please stay**) **all others may leave.**

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

Materials provided to the Metro Commission and/or Metro Wastewater JPA related to any open-session item on this agenda are available for public review at our website: <https://www.metrojpa.org>

In compliance with the AMERICANS WITH DISABILITIES ACT

The Metro Commission/Metro Wastewater JPA requests individuals who require alternative agenda format or special accommodations to participate in the Metro Commission/ Metro Wastewater JPA meetings, contact Lori Peoples at lpeoples@chulavistaca.gov. Requests for disability-related modifications or accommodations require different lead times and should be provided at least 72-hours in advance of a meeting.

Metro JPA 2022 Meeting Schedule

January 6, 2022	February 3, 2022	March 3, 2022
April 7, 2022	May 5, 2022	June 2, 2022
July 7, 2022	August 5, 2022	September 1, 2022
October 6, 2022	November 3, 2022	December 1, 2022

ATTACHMENT 5

ACTION MINUTES FOR THE REGULAR MEETING

OF MAY 5, 2022

&

THE SPECIAL MEETING

OF MAY 13, 2022



Regular Meeting of the Metro Commission

and Metro Wastewater JPA

Zoom Meeting Held Online

May 5, 2022

Minutes

Chairman Jones called the meeting to order at 12:12 p.m. A quorum of the Metro Wastewater JPA and Metro Commission was declared, and the following representatives were present:

1. ROLL CALL

<u>Agencies</u>	<u>Representatives</u>	<u>Alternate</u>
City of Chula Vista	Jill Galvez (absent)	
City of Coronado	Marvin Heinze	
City of Del Mar	Dan Quirk (absent)	Joe Bride
City of El Cajon	Gary Kendrick (absent)	
City of Imperial Beach	Ed Spriggs	
City of La Mesa	Bill Baber (absent)	
Lemon Grove San District	Jerry Jones	
City of National City	Jose Rodriguez	
City of Poway	John Mullin	
County of San Diego	Joel Anderson	
Otay Water District	Mark Robak	
Padre Dam MWD	Jim Peasley (arrived 12:25 pm)	Doug Wilson
Metro TAC Chair	Beth Gentry	

Others present: Metro JPA General Counsel Nicholas Norvell - BBK Law; Metro Commission/Metro Wastewater JPA Secretary Lori Anne Peoples; Beth Gentry – City of Chula Vista; Yazmin Arellano, Mike James and Blake Berringer - City of El Cajon; No one present – City of Imperial Beach; Hamed Hashemian– City of La Mesa; No one present – Lemon Grove Sanitation District; Carla Hutchinson – City of National City; Bob Kennedy – Otay Water District; Allen Carlisle, Karen Jassoy, Doug Wilson and Paul Clarke – Padre Dam Municipal Water District; Jessica Parks and Eric Heidemann – Poway; Tom Rosales, Amy Dorman, Adam Jones, Akram Bassyouni, Tung Phung, CS Williams, Joy Newman, Andrea Demich, Tung Phung and Consultants: Doug Owen and Dean Gipson, Benjamin Stewart and Warren Diven - City of San Diego and Carolyn Gino – Chief Deputy City Attorney, City of San Diego; Greg Kazmer and Bill Morgan – County of San Diego; Metro JPA Staff & Consultants: Lee Ann Jones-Santos – Treasurer; Scott Tulloch, Julian Palacios and Carmen Kasner – NV5; Karyn Keze – The Keze Group, LLC.; Dexter Wilson and Fernando Fregoso from Dexter Wilson Engineering

2. PLEDGE OF ALLEGIANCE TO THE FLAG

Marvin Heinze, City of Coronado led the pledge.

3. PUBLIC COMMENT

None

4. ACTION: CONSIDERATION AND POSSIBLE ACTION TO MAKE FINDINGS TO CONTINUE HOLDING REMOTE/TELECONFERENCE MEETINGS PURSUANT TO ASSEMBLY BILL 361

ACTION: Motion Director Anderson, seconded by Chair Jones, the findings be approved. Motion approved with Coronado voting no.

5. PRESENTATION: PURE WATER PHASE 2 FLOW OPTIONS

Dexter Wilson provided a brief background that in the 2nd ARA negotiations, it became apparent that they needed to define the pure water paths forward as there are several options being shown as A, B, C & D. These have a large impact on what is written in the 2nd ARA and especially what is written in the ownership of the different elements of the system. The cooperative agreement that the City of San Diego reached with the various environmental groups required 83 mgd per day of pure water production. He then presented his slide titled "Paths to Meeting/Exceeding OPRA Regional Goal (83 mgd)". The four paths in the presented slide are the different ways to get to or exceed the 83 mgd of pure water production. He then described each of the four paths, provided a high level cost estimate to make the members aware of the paths because as they go forward, they will be asked to make decisions in the ARA based on which path is pursued. He then provided an overview of the paths, A, B, C and D in detail. As they go forward these paths could have an impact on the individual PAs sewer costs and are working on behalf of the JPA to keep the costs as low as possible, however, none of the decisions are up to the JPA to make. In his next slide titled "Pure Water Capital Cost Comparison" included "Costs with ECAWP 83 mgd", "Costs Without ECAWP 83 mgd" and "Costs with ECAWP 94.5 mgd". He stated this slide was intended to provide more project detail and the costs have been split between the total project cost and a sewer cost as the JPA does not have control over water. It is intended to come up with estimates on the sewer costs between the various alternatives. He noted that the most expensive would be to build 94.5 mgd. Again, this item is only being presented for information and questions and they will come back in the future with updates. Once the ECAWP decision is made, that will have impact on the Metro JPA.

Director Anderson requested BBK provide the JPA with an opinion on whether there is a conflict for members who are a part of the ECAWP to vote when this item is brought forward.

Chair Jones stated the waiver requires us to do 83 mgd but there is a provision that says the 83 could include any water production/purified water production produced by anyone currently using Pt. Loma. So if East County is going to produce 11.5, then the real requirement for the remaining PAs would be 71.5 based on what the waiver says.

6. ACTION: CONSIDERATION AND POSSIBLE ACTION TO APPROVE THE MINUTES OF THE REGULAR MEETING OF APRIL 7, 2022

ACTION: Motion Director Anderson, second by Director Heinze, the Minutes of April 7, 2022, be approved. Motion carried unanimously

7. FINANCE COMMITTEE FY 2022 ITEMS:

ACTION: CONSIDERATION AND POSSIBLE ACTION TO APPROVE THE FOLLOWING FY 2022 ITEMS:

Finance Committee Chair Mullin introduced the item and requested that each item be reviewed and approved to come to the JPA, noting they had been reviewed and approved by MetroTAC and the Metro JPA Finance Committee.

He then turned the first presentation over to Metro JPA Treasurer Lee Ann Jones Santos.

Lee Ann provided an overview of the documents in the agenda package noting this was not an off set for the PA billings. In the report the following items will be shown in the budget. She then provided an overview of the Metro Wastewater Joint Powers Authority Treasurer's Report ending February 28, 2022. Her report included the Beginning Cash Balance at July 1, 2021; Operating Results; Cash used in Operations and Ending Cash Balance at February 28, 2022. She then presented the Statement of Net Position as of July 1, 2021 and February 28, 2022 Unaudited. This report reflected Assets, Liabilities and the net position with the \$ change between the years resulting in the Total Liabilities & Net Position. Following, she presented the Statement of Operations Budget vs. Actual ending February 28, 2022 Unaudited which reflected individually listed items for each and the total. These included Income & Expense. Lastly she presented the Statement of Cash Flows ending February 28, 2022 Unaudited. This page reflected the Operating Activities Change in Net Position, Adjustments to Reconcile change in Net Position to Net Cash Provided by Operations (accounts receivable, accounts payable and no reflected deferred revenue) with Year ended June 30, 2022 amount, Net cash increase for the period amount and Cash at end of period amount.

General Counsel Nicholas Norvell spoke to the amendments noting that the main driver was the large volume of work being done for the 2nd Amended Restated Agreement (ARA) and Pure Water Phase 2. He stated they were simple amendments each with not to exceed amounts

- a. **METRO WASTEWATER JOINT POWERS AUTHORITY TREASURERS REPORT FOR EIGHT MONTHS ENDING FEBRUARY 28, 2022**
- b. **BUDGET ADJUSTMENT AND CONTRACT AMENDMENT FOR THE PROFESSIONAL SERVICES AGREEMENT WITH DEXTER WILSON ENGINEERING FOR ENGINEERING SERVICES**
- c. **BUDGET ADJUSTMENT AND CONTRACT AMENDMENT FOR THE PROFESSIONAL SERVICES AGREEMENT WITH THE KEZE GROUP, LLC FOR FINANCIAL SERVICES**
- d. **CHANGE IN KEY PERSONNEL FOR PERFORMANCE OF SERVICES FOR THE PROFESSIONAL SERVICES AGREEMENT WITH NV5 AS REFERENCED IN THE APRIL 13, 2022 LETTER FROM JULIAN PALACIOS**

ACTION: Motion Director Anderson, second by Director Mullin, to approve Items 7a through 7d. Motion carried unanimously

8. **FINANCE COMMITTEE FY 2023 ITEMS:**

ACTION: CONSIDERATION AND POSSIBLE ACTION TO APPROVE THE METRO COMMISSION/METRO WASTEWATER JPA BUDGET/CONTRACT ITEMS RELATING TO FY 2023

Finance Committee Chair Mullin requested a brief overview be presented on each item with a single vote at the end of the presentations. He then noted that the MetroTAC and Finance Committee had reviewed and approved each item to be brought forward to the Metro JPA.

a. CONSIDERATION AND POSSIBLE ACTION TO APPROVE THE FY 2023 METRO WASTEWATER JPA BUDGET

Treasurer Lee Ann Jones-Santos presented the report and noted that although several contracts may exceed their NTE amount, we are still projected to come out in under the overall FY 2022 budget and thus there is ample money for the proposed change orders for Dexter Wilson Engineering and The Keze Group. Although Lori and potentially Procopio may exceed their NTE, Lori's will be by a small amount and currently the Procopio forecast is still trending to not exceed their cap. She expressed extreme satisfaction with the "Team" and stated she was grateful to have the opportunity to work with them.

Treasurer Jones-Santos then walked the JPA members through the budget as provided in the agenda package. She also noted that the budget includes the full contract amounts for the Board Secretary and Facilitator & San Diego reimbursements.

Karyn Keze noted that this was a complex budget year and thanked the entire budget team for their assistance and support. They are working on the 2nd ARA with facilitation and potential implementation were the main drivers in this budget.

Finance Chair Mullin noted that the reserves used were not contract reserves.

General Counsel Norvell provided contract overviews and noted the summary of FY 2023 Drivers.

Karyn Keze spoke to the budget trends.

Mr. Norvell then spoke regarding the changes in the format of the agreements as had been previously discussed in the prior year. It is proposed that the JPA enter into agreements that can be up to 4 years in length. They can still weigh in annually on the contracts. Each contract has a not to exceed amount and a total aggregate not to exceed amount along with broad scopes of services. Additionally the JPA retains the right to terminate with or without cause.

Karyn Keze noted that this action helps to simplify the budget process and save money as Mr. Norvell will not have to redo new contracts annually. Amendments will only be needed if a vender was anticipating exceeding their not to exceed amount.

Director Spriggs who also serves on the Finance Committee stated he wanted to address concerns with putting the contracts out to bid as he personally is a hawk when it comes to contracts. He then stated that over the 10 years he has been involved the key considerations when it comes to our consultants are knowledge, qualifications and actual proven performance in the business we are dealing with them in. He further stated our professional services contractors have passed all of those with flying colors, and also added integrity to the prior requirements. Additionally in our subcommittees, ad-hocs and public forums, they answer our questions fully and if they don't have an answer they always bring one back. Therefore is confident in moving forward to the 4 year contractual arrangements with

these individuals. He also noted that they are able to play an influential and respected role with their San Diego counterparts making them an invaluable asset we have. For all those reasons he feels this is a very sensible approach along with the streamlining Ms. Keze noted.

Treasurer Jones-Santos then presented the budget detail with amounts currently in FY 2022 and the proposed budget for FY 2023 along with futures of FYs 2024, 2025 and 2026.

Karyn Keze noted that the Alternative Agency FY 2023 Billings are being done without the FY 2020 True Up and they are using the excess reserves over operating reserves so from \$585,245 the billings drop down to \$363,700.

b. CONSIDERATION AND POSSIBLE ACTION TO APPROVE THE PROFESSIONAL SERVICES AGREEMENT WITH THE KEZE GROUP, LLC FOR FINANCIAL MANAGEMENT SERVICES FOR FYs 2023–2026

MetroTAC Chair Beth Gentry provided a review of the Scope of Work for the Keze group as included in their draft proposal. The financial services scope is divided into six major categories, one each for routine JPA services; participation in the annual “Exhibit E” audit; oversight of the Public Utilities Department (PUD) annual O&M and ICP budget preparation and cost allocations to the PA’s; and five-year forecast; review of PUD’s rate cases; Pure Water Program support and MetroTAC and JPA technical staff support. The FY 2024 to FY 2025 NTE is budgeted at \$100,000 per year, which is based on the existing level of effort for FY 2022

c. CONSIDERATION AND POSSIBLE ACTION TO APPROVE THE PROFESSIONAL SERVICES AGREEMENT WITH NV5 FOR ENGINEERING SERVICES FOR FYs 2023–2026

Karyn Keze provided a review of the NV5 contract. The NTE amount remains unchanged from FY 2022 at \$30,000/year and is based on the current level of effort. The primary consultant to the JPA from NV5 is Scott Tulloch, with other engineers brought in as needed if special projects arise. In the past NV5 engineers assisted the PAs in negotiations on the Transportation Contract(s) increased proposed by the City of San Diego.

d. CONSIDERATION AND POSSIBLE ACTION TO APPROVE THE PROFESSIONAL SERVICES AGREEMENT WITH DEXTER WILSON ENGINEERING FOR ENGINEERING SERVICES FOR FYs 2023–2026

Karyn Keze reviewed the scope of work which is an engineering parallel to the financial services she provides. Dexter Wilson has provided valuable engineering justifications for the change in the 50/50 cost split, the Phase 2 cost allocations and has saved the PA’s millions of dollars in recent negotiations on the cost allocation for the PWP North City Expansion Project. The FY 2023 to FY 2026 NTE amount of his contract is \$141,700 annually and is based on the current level of effort for FY 2022.

e. CONSIDERATION AND POSSIBLE ACTION TO APPROVE THE PROFESSIONAL SERVICES AGREEMENT WITH GRANICUS FOR WEBSITE HOSTING SERVICES FOR FYs 2023–2026

General Counsel Norvell provided a review of the website hosting contract for Granicus, the current service provider. The four-year NTE amount is \$3,305

annually. The contract does provide that the JPA can change vendors should they so choose during that time.

f. CONSIDERATION AND POSSIBLE ACTION TO APPROVE THE AMENDMENT TO AGREEMENT FOR ADMINISTRATIVE SUPPORT SERVICES WITH LORI ANNE PEOPLES FOR FYs 2023–2026

General Counsel Norvell provided a review of the various components of the Board Secretary's proposed contract. The general terms of the agreement remain the same as past contracts with only financial changes. A position survey was performed of Metro PA Board Secretary's and City Clerk's to establish a market-value hourly rate for this position. The average of the survey was \$68 per hour. Nick also noted that if just a COLA was applied the increase from the past \$55/hour would be \$63. The Budget Work Group is recommending \$70/hour plus annual COLA Adjustments for the four-year term.

g. CONSIDERATION AND POSSIBLE ACTION TO APPROVE THE REIMBURSEMENT AGREEMENT WITH THE CITY OF SAN DIEGO FOR ADMINISTRATIVE SUPPORT SERVICES WITH LORI ANNE PEOPLES FOR FYs 2023–2026

General Counsel Norvell provided a review of the reimbursement agreement with the City of San Diego. San Diego reimburses the Metro JPA for the time and expenses related to the Board Secretary's support of the Metro Commission and MetroTAC agenda's and meetings. This reimbursement will be shown as offsetting revenue to the Metro JPA budget this year.

h. CONSIDERATION AND POSSIBLE ACTION TO APPROVE THE PROFESSIONAL SERVICES AGREEMENT WITH PAUL REDVERS BROWN, INC. FOR FACILITATOR SERVICES FOR FY 2023

Karyn Keze provided a review of the contract with Paul Brown. The Metro JPA entered a one-year contract with Paul Brown for facilitation services for the 2nd ARA for FY 2022. The 2nd ARA will not be completed in FY 2022 and thus a new one-year contract is needed. The contract is identical in terms and dollar amounts as the FY 2023 contract.

i. CONSIDERATION AND POSSIBLE ACTION TO APPROVE THE REIMBURSEMENT AGREEMENT WITH THE CITY OF SAN DIEGO FOR FACILITATOR SERVICES BY PAUL REDVERS BROWN, INC. FOR FY 2023

Karyn Keze stated that the City of San Diego reimburses the JPA 70% of the costs for Paul Brown's contract. This reimbursement will be shown as offsetting revenue to the Metro JPA budget this year.

j. CONSIDERATION AND POSSIBLE ACTION TO APPROVE THE AGREEMENT WITH CLIFTON LARSON ALLEN LLP FOR AUDITS OF METRO JPA FOR FY 2020 AND FY 2021 AND ACCOUNTING SERVICES

Karyn Keze and Lee Ann Jones-Santos provided a review of the auditor's contract. CLA has been the Metro JPA's auditor in the past and Lee Ann Jones Santos, as the

current Treasurer is recommending that they be retained for the upcoming two year audit of FY 2020 & FY 2021 which will be performed during FY 2023. The terms and NTE dollar amount are the same as in the last audit.

k. REVIEW OF FY 2023 BUDGETS FOR LEGAL COUNSEL (BEST BEST & KRIEGER LLP AND PROCOPIO, CORY, HARGREAVES & SAVITCH LLP)

l. AUTHORIZE THE METRO JPA CHAIR TO EXECUTE THE APPROVED CONTRACTS IN SUBSTANTIALLY THE FORM ATTACHED HERETO, WITH SUCH CHANGES AS ARE APPROVED BY THE CHAIR AND REVIEWED AS TO FORM BY GENERAL

ACTION: Motion by Director Anderson, seconded by Director Mullin, Items 8a through 8l be approved. Motion carried unanimously.

9. UPDATE: INDUSTRIAL WASTEWATER CONTROL COMMITTEE

MetroTAC Chair and Industrial Wastewater Control Committee Chair Beth Gentry stated she had no update.

10. UPDATE: METRO WASTEWATER

a. Pt. Loma Wastewater Treatment Plant Road

Tom Rosales, City of San Diego stated that they were still working on an RFP seeking an engineering firm to move into the next phase and eventual long term plans for the road.

b. April 10, 2020 Spill Update

Tom Rosales, City of San Diego stated that last week they submitted an Environmental Assessment prepared by Dudek to the Regional Board. This was the last step in their due process. They expect to start the second phase of their discussions soon.

c. Capital Program Master Planning Process Overview and Status

Tom Rosales, City of San Diego stated that they selected CVM in the fall of 2021 and is hoping for a June San Diego City Council meeting to get the contract approved.

Director Spriggs stated they had noticed more beach erosion in Imperial Beach and wondered if this was putting more stress on the cliffs in Pt. Loma or accelerating the road failure. Tom Rosales responded that he did not know the answer to that.

**11. UPDATE: METRO CAPITAL IMPROVEMENT PROGRAM AND FUNDING SOURCES
2nd QUARTER FY2022 (continued from April 7, 2022)**

Tung Phung provided an overview of the report provided in the agenda package. The 2nd Quarter report is for the period of October 2021 through December 31, 2021. His presentation included a graph of the FY 2022 Wastewater Forecast vs. Actual Expenditures Updates and as listing of Wastewater Projects with Status including estimated total project cost; project to date expenditures FY 2022; encumbrance at FY 2022; project balance (revised project cost less expenditures less encumbrances); percent spent (expenditures/revised project cost); start date; Planning/Design/Award Phase including COSS Final Design Approval-End, Final Design Approval – End and

12. UPDATES: PURE WATER PROGRAM

A. PURE WATER PHASES 1 & 2 DESIGN & CONSTRUCTION

Amy Dorman, City of San Diego provided brief verbal overview of the table that was included in the agenda package and is updated quarterly. It provided a snapshot of where they stood on each of the contracts. She additionally noted that these were only hard construction costs and did not include soft costs or any engineering or environmental compliance costs.

B. SECONDARY EQUIVALENCY LEGISLATION

Tom Rosales stated they had received notification that the language was not included in the omnibus. They have sent in their application for the waiver on March 28, 2022. They are coordinating next steps with the City Governors Affairs Office to determine what process they will take next.

13. REPORT: METRO TAC UPDATE/REPORT

MetroTAC Chair Beth Gentry noted that the same items that were presented at today's meeting were presented to MetroTAC.

14. REPORT: AD HOC COMMITTEE ON SECOND AMENDED AND RESTATED METRO AGREEMENT

Chair Jones stated that there were no new items.

15. REPORT: IROC UPDATE

Chair Jones stated that the IROC had received an update on the PUC items.

16. REPORT: FINANCE COMMITTEE

Finance Committee Chair Mullin stated that they committee had heard the previously covered budget and agreement items.

17. REPORT: GENERAL COUNSEL

No report.

18. PROPOSED AGENDA ITEMS FOR THE NEXT METRO COMMISSION/METRO WASTEWATER JPA MEETING JUNE 2, 2022

None

19. METRO COMMISSIONERS' AND JPA BOARD MEMBERS' COMMENTS

None

20. ADJOURNMENT

There being no further business, Chair Jones declared the meeting adjourned at 1:56 p.m.



Special Meeting of the Metro Commission

and Metro Wastewater JPA

Zoom Meeting Held Online

May 13, 2022

Minutes

1. Chairman Jones called the meeting to order at 3:30 p.m. A quorum of the Metro Wastewater JPA and Metro Commission was declared, and the following representatives were present:

2. **ROLL CALL**

<u>Agencies</u>	<u>Representatives</u>	<u>Alternate</u>
City of Chula Vista	Jill Galvez (absent)	
City of Coronado	Marvin Heinze	
City of Del Mar	Dan Quirk (absent)	Joe Bride
City of El Cajon	Gary Kendrick (absent)	
City of Imperial Beach	Ed Spriggs (absent)	
City of La Mesa	Bill Baber	
Lemon Grove San District	Jerry Jones	
City of National City	Jose Rodriguez (absent)	
City of Poway	John Mullin	
County of San Diego	Joel Anderson	Greg Kazmer (appointed by JA)
Otay Water District	Mark Robak	
Padre Dam MWD	James Peasley (absent)	Doug Wilson
Metro TAC Chair	Beth Gentry	

Others Present:

Adriana Ochoa - Procopio, Karyn Keze – The Keze Group; Yazmin Arellano – City of El Cajon

3. **PUBLIC COMMENT**

None

4. **CLOSED SESSION**

CONFERENCE WITH LEGAL COUNSEL

Anticipated litigation pursuant to Government Code 54956.9(d)(4)

Number of potential cases: 1

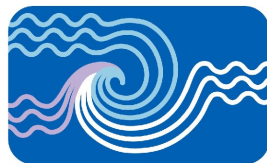
5. **ADJOURNMENT** – Chair Jones noted there were no reportable actions and adjourned the Special meeting at 5:00 pm to the next Regular Meeting on June 2, 2022.

ATTACHMENT 6

LETTER TO ECAWP JPA
& CITY OF SAN DIEGO

REGARDING

AWP PROJECT &
POTENTIAL FINANCIAL
IMPACTS TO METRO
PAS



Steve Goble
East County Advanced Water Purification Joint
Powers Authority (JPA)
c/o City of El Cajon
200 Civic Center Way
El Cajon, CA 92020
sgoble@elcajon.gov

Todd Gloria
Mayor
City of San Diego
City Administration Building
202 C Street, 11th Floor
San Diego, CA 92101
MayorToddGloria@sandiego.gov

Re: East County Advanced Water Purification Project

Dear Councilmember Goble and Mayor Gloria,

I write this letter on behalf of the Metro Wastewater Joint Powers Authority ("Metro"). We have recently observed and been made aware of various recommendations relating to the East County Advanced Water Purification Joint Powers Authority's ("ECAWP") Advanced Water Purification Project ("AWP Project"), and ECAWP's ongoing negotiations with the City of San Diego relating to different components of the AWP Project. Metro has no formal influence over the ECAWP's progress, but both the AWP Project and the City of San Diego's Pure Water Project have the potential to impact Metro and its Participating Agencies moving forward. We write this letter to respectfully make it clear that Metro only intends to pay costs that are associated with Metro Facilities under the Amended and Restated Regional Wastewater Disposal Agreement between Metro and the City of San Diego; in other words, Metro Participating Agencies will only bear costs that provide a clear and direct benefit to Metro's Participating Agencies and their ratepayers in compliance with regulatory permits and the law.

We are aware the City and ECAWP are considering attributing costs relating to the Regional Brine Line to Metro. To the extent the City and ECAWP discuss any options that financially impact Metro's Participating Agencies, we insist Metro representatives be included in that conversation or discussion.

Please also be advised that Metro has not reviewed, analyzed or provided input with respect to the financial plan contemplated for the AWP Project. Metro and the City of San Diego have not yet finalized negotiations regarding Phase 2 of the Pure Water Project, including negotiations regarding costs, prospective avoided costs, and the benefits of any avoided costs to our rate payers.

If you would like to further discuss these points, feel free to contact me at jjones@lemongrove.ca.gov.

Sincerely,

Jerry Jones
Chair
Metro Wastewater Joint Powers Authority

VIA CERTIFIED MAIL AND EMAIL

cc: Mara Elliot, City of San Diego City Attorney
Juan Guerreiro, City of San Diego Interim Director Public Utilities Department
Joel Anderson, ECAWP JPA Board Member (Supervisor, San Diego County)
August Caires, ECAWP JPA Board Member (Director, Padre Dam)
Joel Scalzitti, ECAWP JPA Board Member (Director, Helix Water District)

ATTACHMENT 7

LETTER TO THE CITY OF SAN DIEGO REGARDING ADDITION OF PROJECTS TO METRO FACILITIES LIST



Juan Guerreiro
Interim Director
City of San Diego, Public Utilities Department
JGuerreiro@sandiego.gov

Mara Elliot
San Diego City Attorney
1200 Third Ave., Suite 1620
San Diego, CA 92101
cityattorney@sandiego.gov

Re: Amended and Restated Regional Wastewater Disposal Agreement between Metro and the City of San Diego

Dear Mr. Guerreiro and Ms. Elliot,

I write this letter on behalf of the Metro Wastewater Joint Powers Authority (“**Metro**”). As you know, Section 3.1 of the Amended and Restated Regional Wastewater Disposal Agreement between Metro and the City of San Diego (the “**Metro Agreement**”) requires the Metro Participating Agencies to pay for their share of costs relating to planning, design, and construction of all Metro System Facilities. The Metro System Facilities are identified in Exhibit A to the Metro Agreement (“**Exhibit A**”).

We understand the Residuals Management and Disposal Agreement Relating to the East County Advanced Water Purification Project and the Metro System (the “**Residuals Agreement**”) between the City of San Diego and the East County Advanced Water Purification Joint Powers Authority (“**ECAWP**”) contemplates a Regional Brine Line that is projected to cost anywhere from \$35-40 million to construct. We are aware of a suggestion to add the Regional Brine Line to the list of Metro System Facilities set forth on Exhibit A pursuant to a provision in Section 3.2 of the Metro Agreement. We understand Section 3.2 allows the City to amend, as a ministerial matter, Exhibit A from time to time to reflect additional Metro facilities, with notice to the Participating Agencies of such amendments. Such an action would, of course, make Metro responsible for costs relating to the planning, design, construction, and operation of this new facility. Adding the Regional Brine Line to Exhibit A would be inconsistent with the spirit of the Metro Agreement.

We write to advise the City of San Diego that Metro and its Participating Agencies will object to any attempt by the City to add **any facility** to Exhibit A that is not first supported by a qualified and credible technical analysis showing a direct benefit to the Metro Participating Agencies. Metro also expects any proposed City amendment to Exhibit A to be formally presented to Metro’s Technical Advisory Committee and the Metro Commission at noticed public meetings prior to any ministerial or other action by the City to add a facility to Exhibit A.

If you would like to further discuss these points, feel free to contact me at jjones@lemongrove.ca.gov.

Sincerely,

Jerry Jones
Chair
Metro Wastewater Joint Powers Authority

VIA CERTIFIED MAIL AND EMAIL

CC: Allen Carlisle, East County AWP JPA Program Administrator
Nicholaus Norvell, General Counsel East County AWP JPA

ATTACHMENT 8

REVISED PARTICIPATING AGENCY BILLING SYSTEM



REVISED PARTICIPATING AGENCY BILLING SYSTEM



SUMMARY

- I. Purpose: Provide JPA with the proposed outline being relayed to Strength-Based Billing Consultant regarding alternative billing methods modifies the existing system of strengths and flow billing
 1. Overview of existing charge system and new factors being considered for alternative billing method
 2. Assumptions used in this analysis framework
 3. Conceptual example of how existing cost structure would change
 4. Options for allocating fixed overhead (High, Medium and Low fixed costs)

COST CATEGORIES

Existing

Flow

COD

SS

Fixed (Pure Water Capital Melded
Percentage) Implementing FY-2023

Proposed

Average Flow

Wet Weather Peak Flow

Brine

COD

SS

Fixed Charge (All Categories)

COST SPLIT ASSUMPTIONS

1. Normal daily peak flows are included in average flow costs.
2. Wet weather peak flows follow a flow path through Pump Station 2 to Point Loma for treatment and disposal.
3. Usage costs for wet weather peak flows are captured in average flows since they are included in existing metered flows.
4. Brine follows a flow path through Pump Station 2 to Point Loma for treatment and disposal (bypasses Pure Water path). There are separate usage costs for brine.
5. All cost categories have a fixed charge component.
6. Fixed charges split by capacity right
7. Capital costs split by capacity right

CHARGE CENTERS, OVERHEAD, AND CAPITAL (FY 2018)

CHARGE CENTER COSTS
Transmission
Other Pump Stations
Morena Pump Station
Pump Station 1
Pump Station 2
Pipeline Maintenance and Repair
Treatment and Disposal
Point Loma Wastewater Treatment Plant (PTLWWTP)
North City Water Reclamation Plant (NCWRP)
South Bay Water Reclamation Plant (SBWRP)
Central Area Water Reclamation Plant
Metropolitan Biosolids Center (MBC)
Cogeneration Facilities
Gas Utilization Facility (GUF)
Wastewater Treatment and Disposal (WWTD) Plant Engineering

Total Cost = \$71,290,174

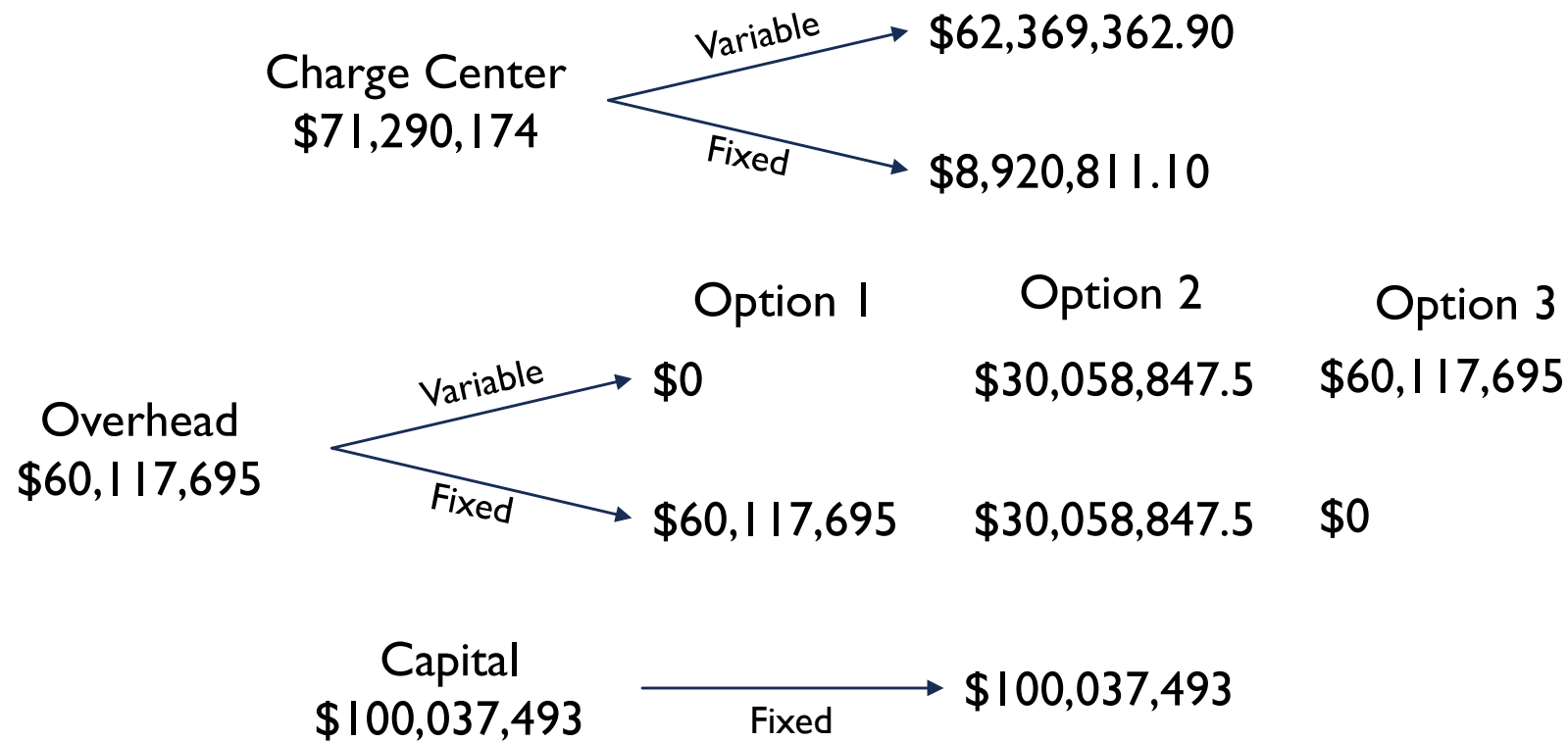
OVERHEAD OPERATING COSTS
Quality Control
Sewage Testing and Control
Marine Biology and Ocean Operations
Wastewater Chemistry Services
Industrial Permitting and Compliance
Engineering
Program Management and Review
Environmental Support
Operational Support
Central Support: Clean Water Operations Management Network
Operating Division Administration
General and Administrative
Business Support Administration
Operating Division Administration

Total Cost = \$60,177,695

CAPITAL COSTS
CAPITAL IMPROVEMENT EXPENSE
DEBT SERVICE ALLOCATION
METROPOLITAN SYSTEM INCOME CREDITS
Operating Revenue
Capital Income Project (CIP) - Revenue Bond Issue
Operating - Grant Revenue
CIP - Grant/SRF Revenue

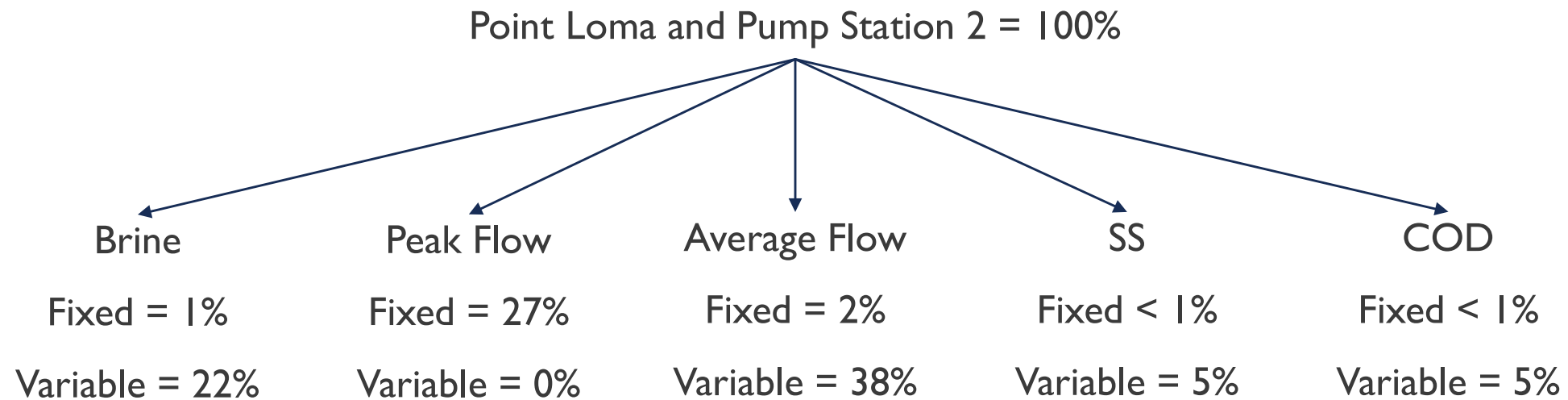
Total Cost = \$100,037,493

COST SPLIT PROCESS



Total Cost = \$231,445,362

CHARGE CENTER COST SPLITS



ATTACHMENT 9a

NORTH CITY METROPOLITAN BIOSOLIDS CENTER IMPROVEMENT FOR DESIGN AND ENGINEERING CONSTRUCTION PROFESSIONAL SERVICES WITH CH2M HILL

METRO JPA/TAC
Staff Report
Date: 3/23/2022

Project Title:

City of San Diego Pure Water Program – Extension to CH2MHill contract

Presenter(s) Name:

Andrea Demich

Presenter(s) Title:

Assistant Deputy Director

Requested Action:

Approve amendment to add \$1,246,271 and 5 years to the contract

Recommendations:

Approve amendment

Metro TAC:

Approve the subject item and forward to Metro JPA/ Metro Commission for approval

IROC:

N/A

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

N/A

Fiscal Impact:

Is this projected budgeted? Yes ☒ No ☐

Cost breakdown between
Metro & Muni:

\$87,239 for Pure Water Metro Sewer + \$1,159,031 for Non-Pure Water Metro Sewer + \$0 Muni Sewer + \$0 Water

Fiscal impact to the Metro
JPA:

Pure Water Phase 1: 33.5% of Metro cost (~\$417,500.79)

Capital Improvement Program:

New Project? Yes ☐ No ☒ N/A ☐

Existing Project? Yes ☒ No ☐ Upgrade/addition ☐ Change ☒

Previous TAC/JPA Action:

None

Additional/Future Action:

Present item to Metro JPA/ Metro Commission in May 2022.

City Council Action:

City Council approval expected in June 2022

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

As part of the Pure Water Program implementation, the Metropolitan Biosolids Center (MBC) will be expanded and upgraded so the facility can receive a greater amount of biosolids. MBC receives biosolids from the Point Loma Wastewater Treatment Plant and from the North City Water Reclamation Plant (NCWRP). Once Pure Water Phase 1 is operational, the expanded NCWRP will treat more wastewater. In turn, MBC will receive a greater amount of biosolids to treat.

To accommodate the increased flow of raw biosolids and increase system reliability, equipment must be replaced in multiple process areas at MBC. These process areas are: biosolids thickening, anaerobic digestion, biogas handling, biosolids dewatering and centrate pump station.

In May 2017, the City awarded an agreement to CH2M Hill Engineers, Inc. to perform design and construction support services for the North City Metropolitan Biosolids Center (MBC) Improvements project. The original Agreement is on file in the Office of the City Clerk as Document No. R-311146. The said Agreement was issued for an amount not to exceed \$5,051,090 for a duration of five (5) years, expiring June 2, 2022. Design services and bidding services are complete. This project began construction in September 2021 and construction support services began at that time.

Amendment No. 1 will add \$1,246,271 and 5 years to the contract. The additional cost for this amendment will cover all related construction support services including additional review of submittals and shop drawings, additional responses to RFI's, additional project construction meetings, record drawings, facility commissioning support, geotechnical and structural observations, preparation of operation and maintenance manuals, and as-needed technical support. These tasks are already included the scope of work; however, a much larger effort is needed on each of them compared to what was originally anticipated 5 years ago. An amendment of \$1,246,271 will increase the total contract amount from \$5,051,090 to \$6,297,361. For comparison, the construction cost is just over \$40 million. In addition, Amendment No. 1 will extend the contract term for an additional 5 years so that construction support will continue until the end of the construction contract. This amendment requires action prior to the June 2, 2022 expiration date.

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

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

City of San Diego Public Utilities Department

Amendment #1 to the Agreement with CH2M Hill for Design Engineering Services

Metro TAC
May 18, 2022



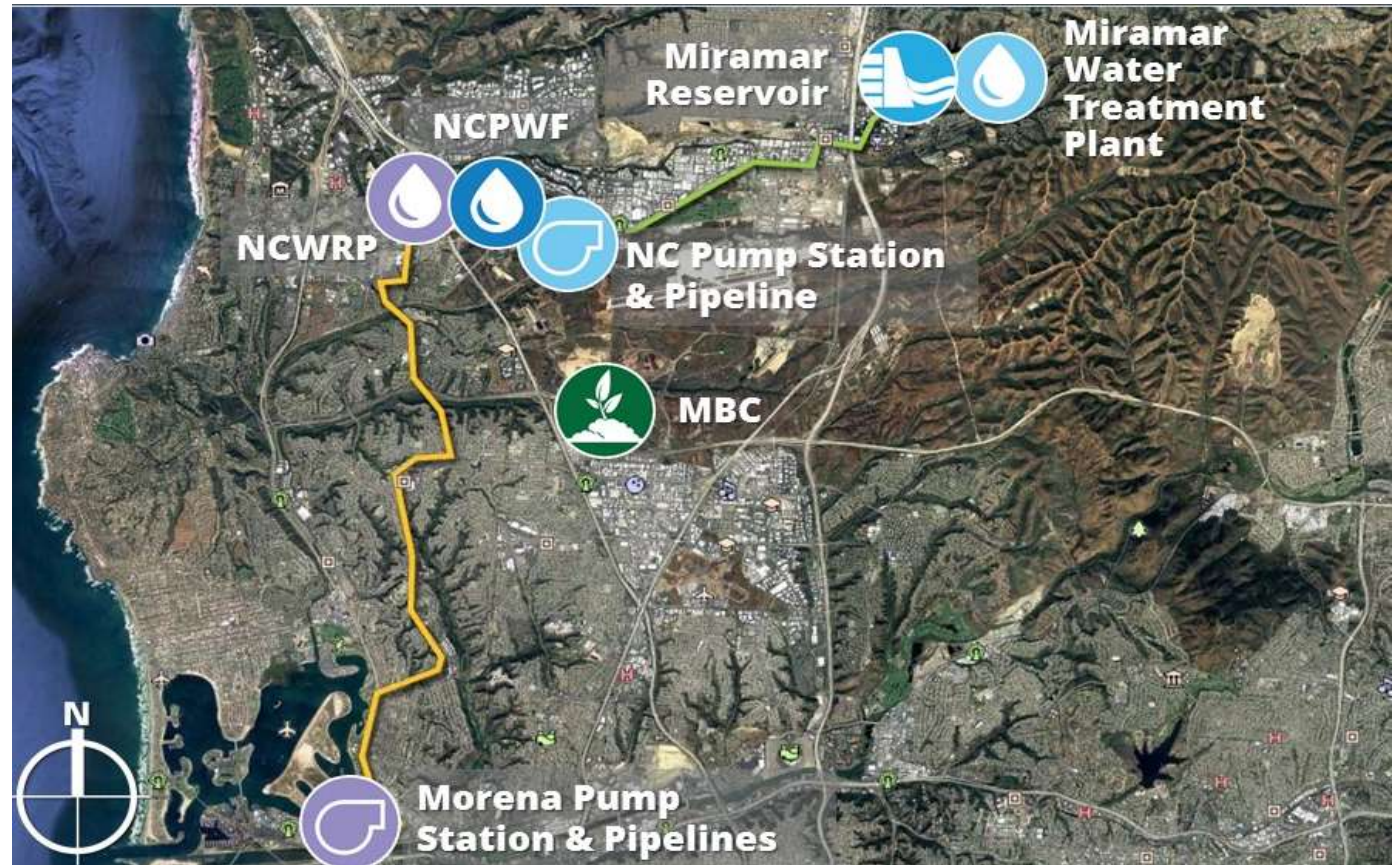


Background

- Pure Water contract with CH2M Hill for professional engineering services to design Metropolitan Biosolids Center Improvements
- Current Contract Duration: 6/2017 –6/2022
- Current Funding: \$5,051,090 authorized



Pure Water Phase 1 Map





Requested Action for Amendment #1

- Extend the contract term for an additional 5 years in order to complete all the required work for MBC Improvements
- Add \$1,246,271 to the contract:
 - Original authorization: \$5,051,090
 - Requested amendment: \$1,246,271
 - New total amount: \$6,297,261 (16% of construction)



Scope for Amendment #1

- Provide the necessary funding for all construction related support services
 - Additional review of submittals and RFI
 - Additional construction meetings
 - Additional geotechnical and structural observations



Questions?



ATTACHMENT 9b

PURE WATER PROJECT
CONSTRUCTION
DOCUMENT
MANAGEMENT
SOFTWARE
APPLICATION
PROVIDED BY
PMWEB, INC.

METRO JPA/TAC
Staff Report
Date: 3/23/2022

Project Title:

City of San Diego Pure Water Program – Extension to PMWeb contract

Presenter(s) Name:

Andrea Demich

Presenter(s) Title:

Assistant Deputy Director

Requested Action:

Approve amendment to add \$1,000,000 and 5 years to the contract

Recommendations:

Approve amendment

Metro TAC:

Approve the subject item and forward to Metro JPA/ Metro Commission for approval

IROC:

N/A

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

N/A

Fiscal Impact:

Is this projected budgeted? Yes ☒ No ☐

Cost breakdown between
Metro & Muni:

\$500,000 for Pure Water Metro Sewer + \$0 Muni Sewer +
\$500,000 Water

Fiscal impact to the Metro
JPA:

Pure Water Phase 1: 33.5% of Metro cost (~\$167,500)

Capital Improvement Program:

New Project? Yes ☐ No ☒ N/A ☐

Existing Project? Yes ☒ No ☐ Upgrade/addition ☐ Change ☒

Previous TAC/JPA Action:

None

Additional/Future Action:

Present item to Metro JPA/ Metro Commission in May 2022.

City Council Action:

City Council approval expected in June 2022

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

In 2016, the City entered into the agreement # 10071388-16-H with PMWeb, Inc. for the implementation of the PMWeb software system utilized by Pure Water Program. Since then, PMWeb has provided as-needed software, maintenance, and licenses for their proprietary PMWeb software system. As of today, the total expenditure of the 10071388-16-H agreement is \$823,303.20.

Since PMWeb is the sole provider of the software and license components of PMWeb software system currently used by Pure Water Program, a five (5) year contract extension sole source #4265 was signed

by the Purchasing and Contracting Department Director on November 9, 2021 and the Software Subscription Agreement, signed by PMWeb, was submitted to the City in anticipation of City Council approval. Continued use of PMWeb's products and technical support and services will allow seamless and continuous usage of the project management tool. Because of the enormity and complexity of Pure Water, we believe it is possible that the program could be compromised if we are required to bid and install new software.

Some work associated with the contract has been allowed to continue past the expiration date of August 1, 2021. This software is used for the official management of documents between the contractor, construction management team, and design team, for all ten (10) Pure Water Phase 1 construction contracts. It is used to exchange information about Requests for Information (RFI) and construction submittals and tracks responses, responsible parties, and open inquiries. With over \$1 billion in construction, there can be hundreds of open inquiries at any given time which would overwhelm any other informal management system such as email or hard copies. The suspension of PMWeb's services would have had a chaotic effect on document management resulting in mishandled and/or lost documents which, ultimately, would have led to schedule delays and increased cost. As such, a minimum level of services necessary to maintain full utility of the software was allowed to continue.

The contract expired at a time when its oversight was being transferred from Public Utilities' Program Management Section to the Pure Water Management Division. The Pure Water Management Division was in the midst of awarding seven (7) construction contracts totaling close to \$1 billion, modifying the Morena Pipeline design due to conflicts with SDGE utilities, refining Pure Water Phase 2 alternatives, initiating design of the Phase 2 alternatives, and onboarding new engineering staff. This PMWeb contract is now being fully handled by the Pure Water Management Division. Other Pure Water consultant work is being performed via as-needed contracts managed by another division, and closer coordination between the two work groups is being done to prevent any similar lapse in contract coverage. All future Pure Water consultant services will be managed solely within the Pure Water Management Division.

The amendment now being requested will increase the not-to-exceed contract amount by \$1 million and extend it for another five (5) years. It is needed to obtain regular software updates and upgrades, technical support for addressing software issues, licenses, and regular data backup.

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

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

City of San Diego Public Utilities Department

Amendment #1 to the Agreement with PMWeb for Construction Management Software

Metro TAC
May 18, 2022





Background

- Agreement for Construction Management Software
- Spent in prior 5 years: \$823k
- Expired August 2021
 - Lapse in coverage – corrective measure
 - Centralized Pure Water contract management within Pure Water Division
- EEO Plan to be included before first City Council date



Requested Action for Amendment

- Extend by five (5) years from August 2021 to August 2026
- Spend up to an additional \$1 million



Scope for Amendment

- Continued document control and streamlined information transfer among entire construction and design team
- Continued software updates, technical support, upgrades
- Software licenses



Questions?



ATTACHMENT 10

AMDT TO AGREEMENT
WITH REGENTS OF
UCSD SCRIPPS
INSTITUTION OF
OCENAOGRAPHY, FOR
CONTINUED SUPPORT
FOR REAL-TIME
OCEANOGRAPHIC
MONITORING SYSTEMS
AT POINT LOMA AND
SOUTH BAY OCEAN
OUTFALLS

Public Utilities Department

**Support for Real-Time Oceanographic Mooring Systems
for the Point Loma and South Bay Ocean Outfalls
First Amendment**

May 18th, 2020

Ryan M. Kempster, Ph.D. (Ocean Monitoring Program Manager)
Adriano Feit (Marine Biologist III and Contract Coordinator)
Stephanie Jaeger (Marine Biologist II and Project Lead)

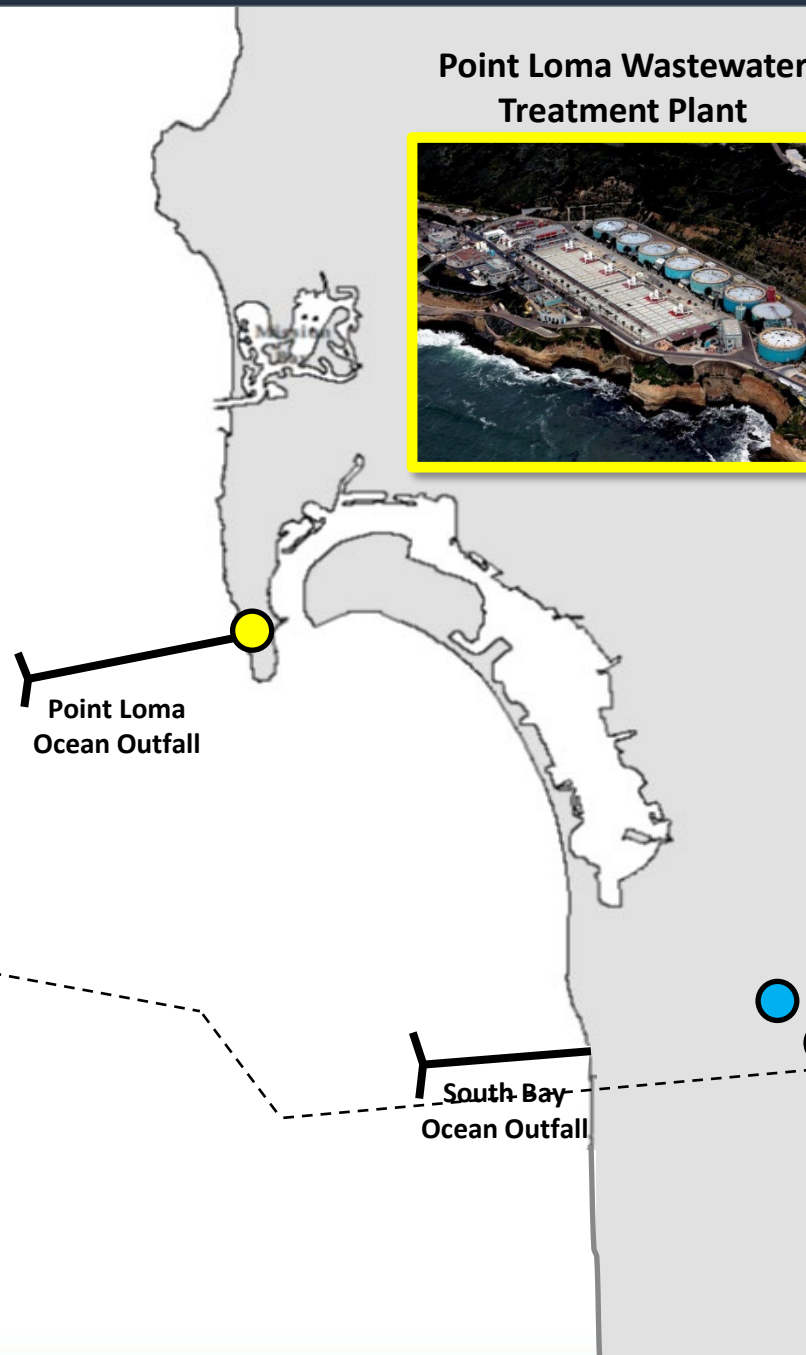
1.

Authorize the Mayor to execute an Amendment to the existing contract with the Scripps Institution of Oceanography to continue to provide support for the City's Real-Time Oceanographic Mooring Systems

2.

Authorize the expenditure of \$1,250,000 to fund this agreement.





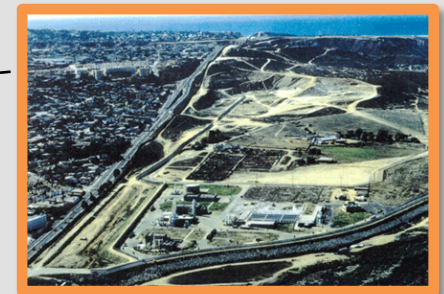
Point Loma Wastewater Treatment Plant



South Bay Water Reclamation Plant



South Bay International Wastewater Treatment Plant





Background and History



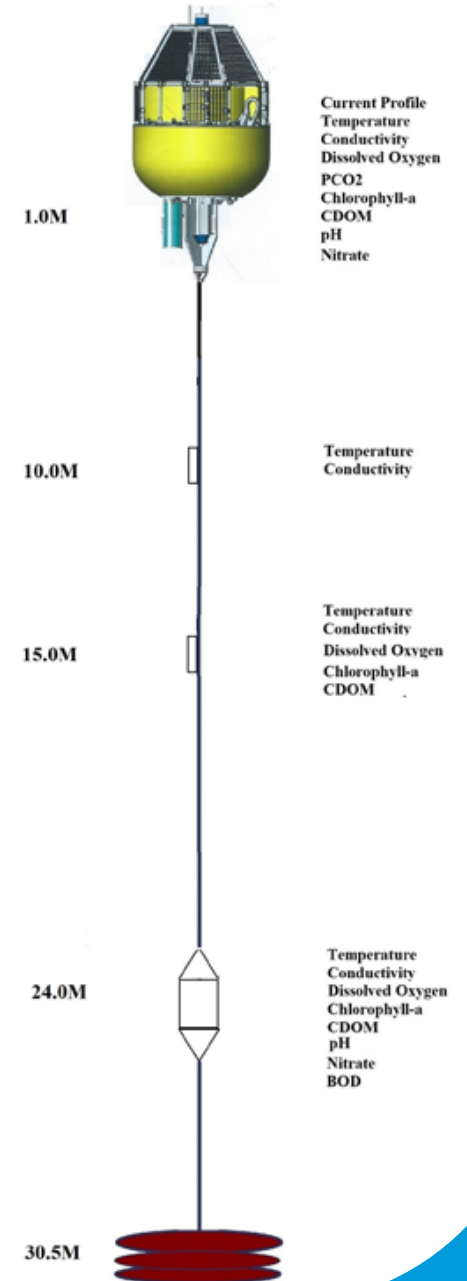


Background and History



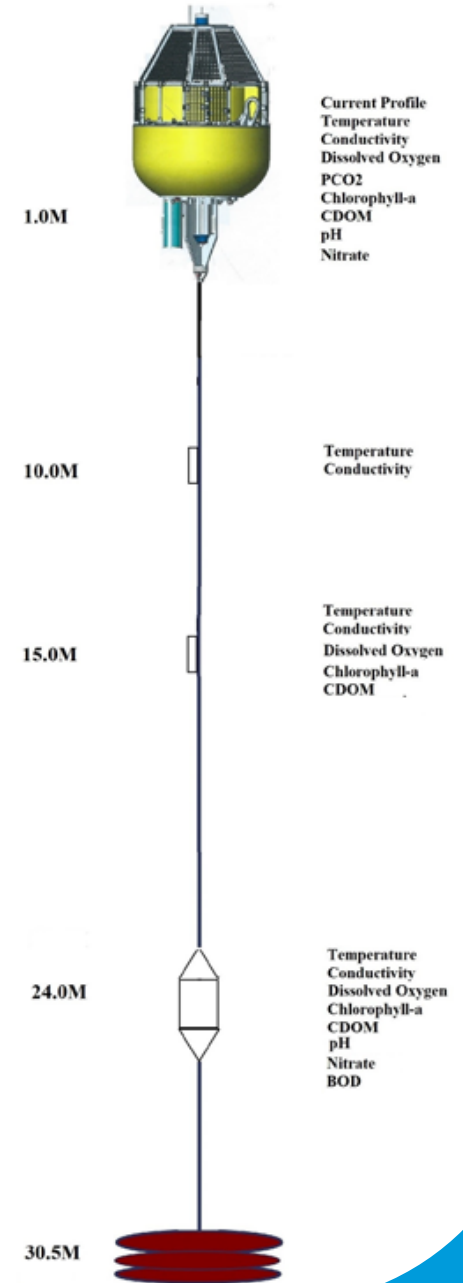
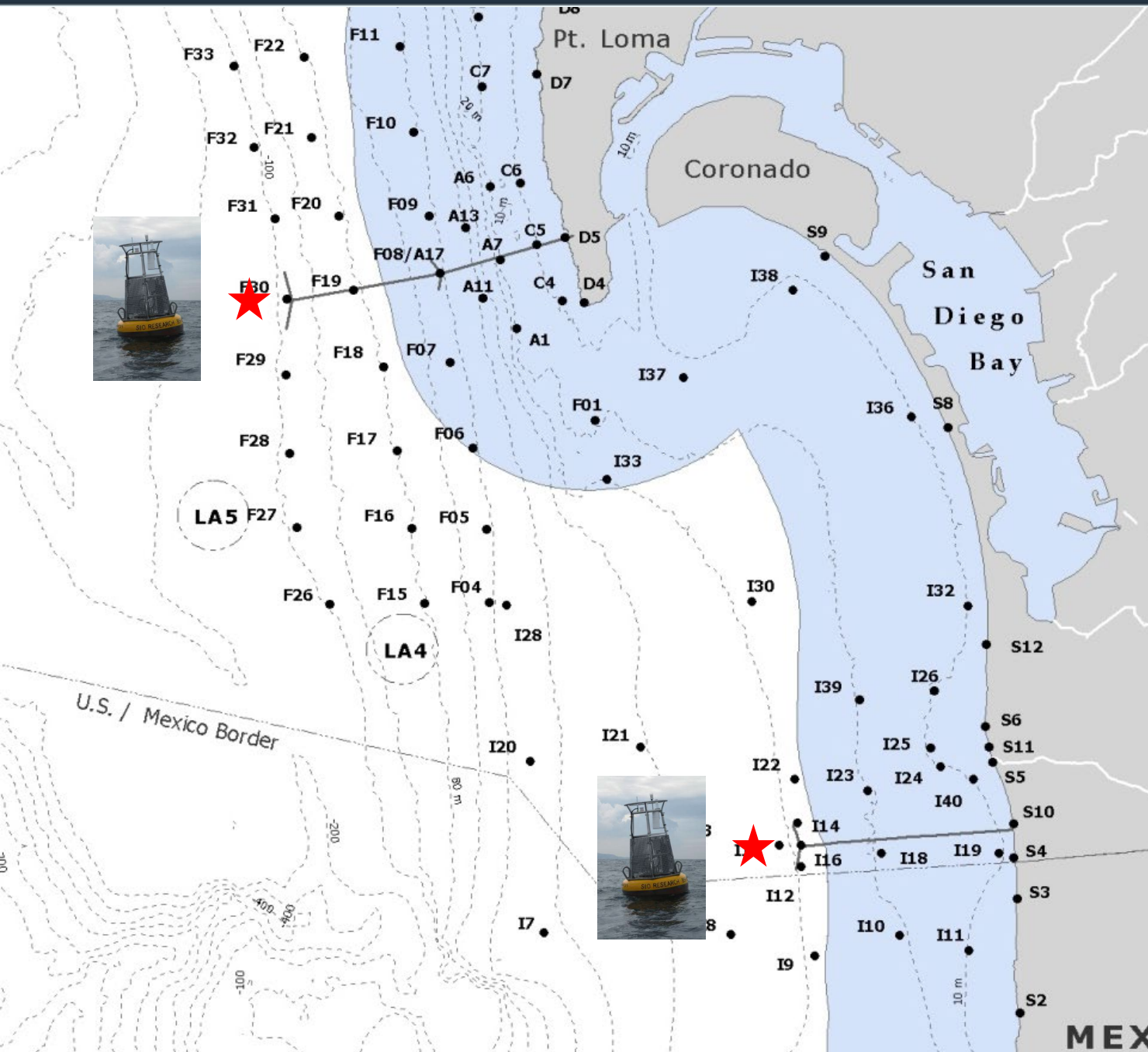


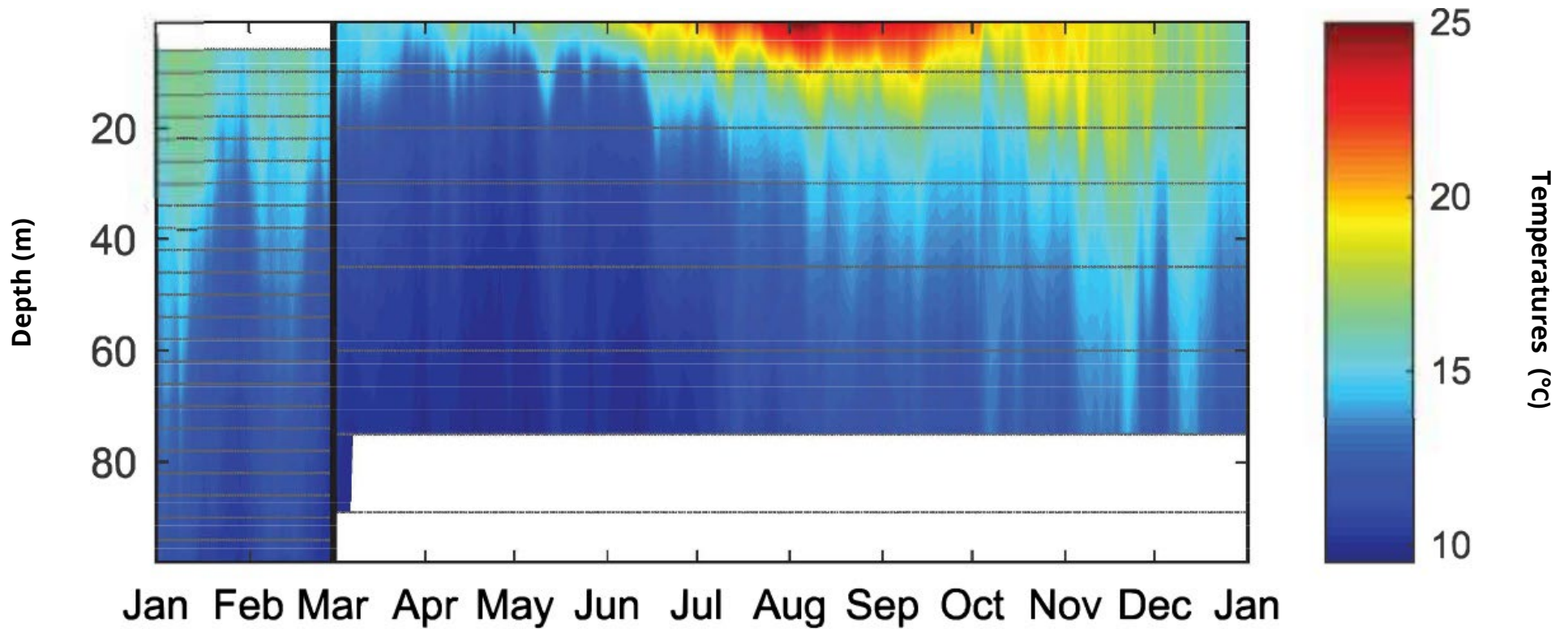
Background and History





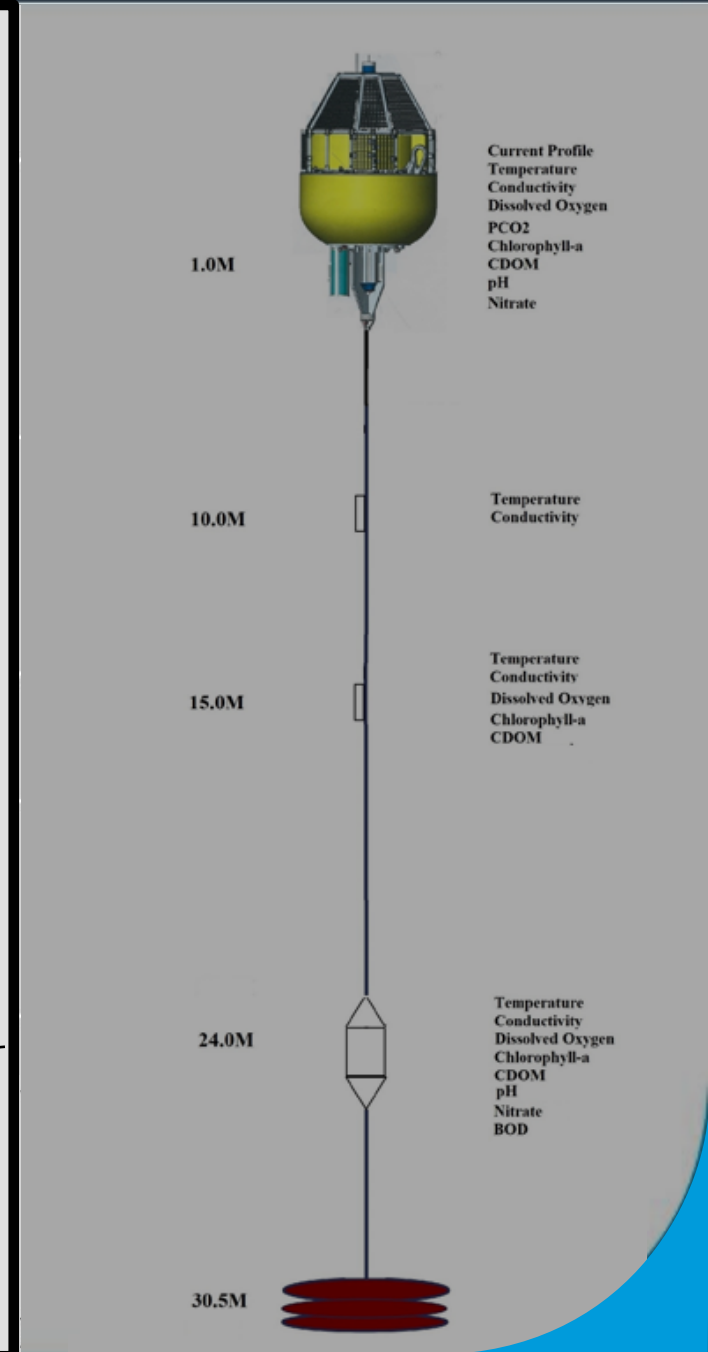
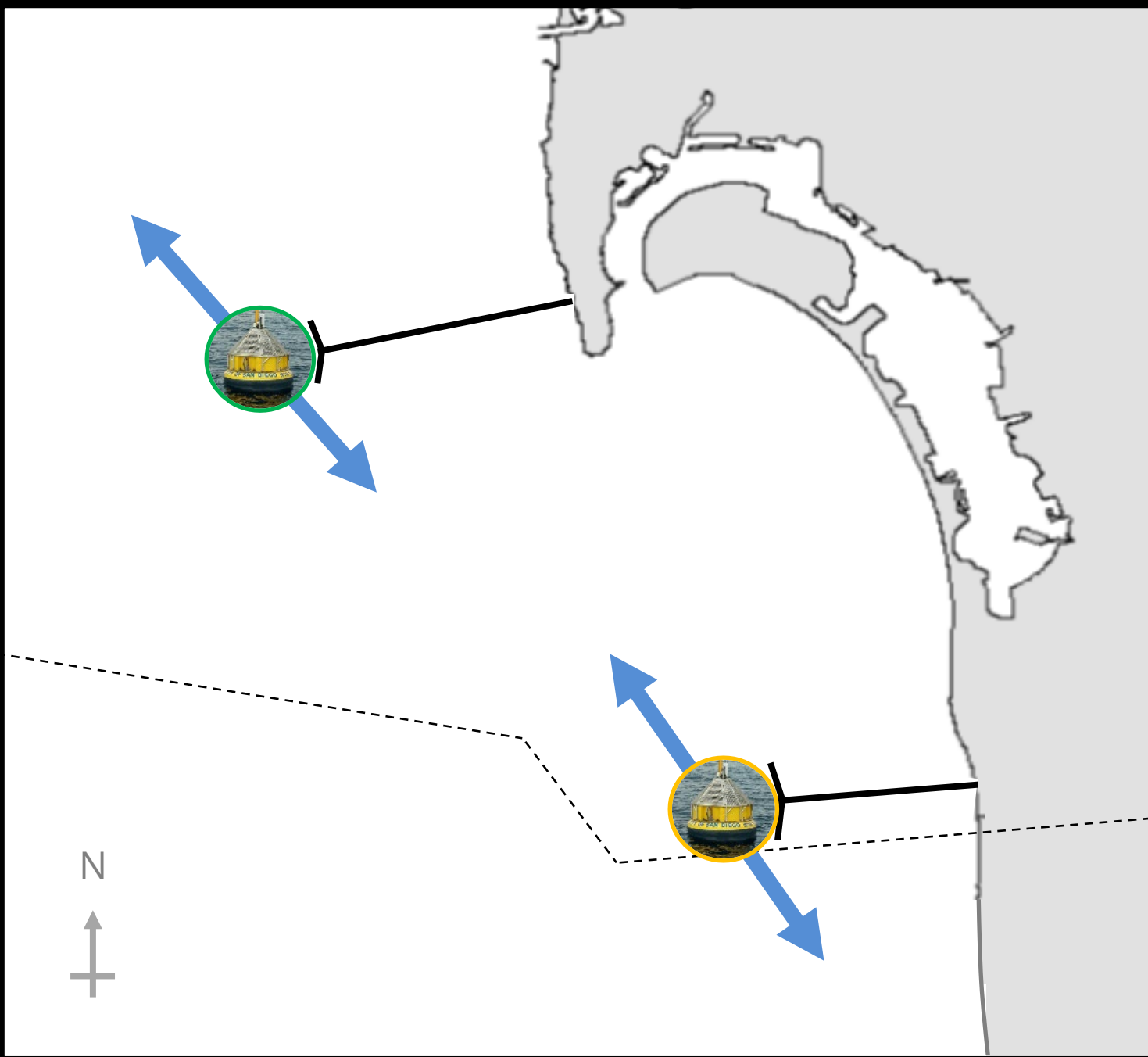
Background and History







Background and History





Benefits to the City

1.

Represents a significant contribution to the City's enhanced ocean monitoring efforts for the San Diego region.

2.

Fulfills an NPDES permit requirement for the Pt Loma and South Bay treatment plants.

3.

Provides critical scientific information in support of the City's 301(h) modified permit for Pt Loma.

4.

Differentiates effects of wastewater discharge on coastal ecosystems relative to other anthropogenic or natural factors.

5.

City's moorings are networked with Del Mar mooring forming a comprehensive state-of-the-art ocean observing system.

6.

Continues a scientifically unique method of tracking wastewater discharged from the Pt Loma and South Bay ocean outfalls



Contract First Amendment

Extends agreement with SIO through June 2027 (5 years)

Provide real-time monitoring of PLOO and SBOO regions

- To:
1. Monitor changing ocean conditions
 2. Identify wastewater
 3. Track wastewater plume dispersion
 4. Identify Ocean Acidification & Hypoxia (OAH)
 5. Monitor Harmful Algal Blooms (HABs)



Contract First Amendment

Budget Requested

FY23-FY27 (7/1/2022 – 6/30/2027)

\$250,000/year

Total

\$1,250,000

OCEANUS
SAN DIEGO



Support for Agreement

“The discharger shall install and operate permanent real-time oceanographic mooring systems near the terminus of the PLOO and SBOO.”

2017 PLWTP, SBWRP, SBIWTP NPDES Permits

“The Discharger shall continue to implement the Plume Tracking Monitoring Plan for the Point Loma and South Bay Ocean Outfall Regions”

2021 SBWRP and SBIWTP NPDES Permit

SDRWQCB
and EPA

Continue to value and support this work as part of the PLWTP, SBWRP and SBIWTP NPDES Permits.

USIBWC

Continues to financially support this work as part of their ongoing contract with the City.

City
Council

Previous contract was approved by council (Oct, 2017).
New agreement will be presented on June 13th

Metro JPA

New agreement will be presented on June 1st



Project Contacts

City of San Diego

Ryan M. Kempster, Ph.D.

Senior Marine Biologist
Ocean Monitoring Program Manager
rkempster@sandiego.gov

Adriano Feit

Marine Biologist III
Contract Coordinator
afeit@sandiego.gov

Peter Vroom, Ph.D.

Deputy Director
Public Utilities Department
pvroom@sandiego.gov

Stephanie Jaeger

Marine Biologist II
Project Lead
sjaeger@sandiego.gov

Scripps Institution of Oceanography

Uwe Send, Ph.D.

Principal Investigator
usend@ucsd.edu



The City of San Diego

Staff Report

DATE ISSUED: May 3, 2022

TO: City Council

FROM: Public Utilities Department

SUBJECT: First Amendment to the Agreement with the Regents of the University of California, San Diego's Scripps Institution of Oceanography, for continued support for Real-Time Oceanographic Mooring Systems for the Point Loma and South Bay Ocean Outfalls

Primary Contact: Dr. Ryan Kempster Phone: (619) 758-2329

Secondary Contact: Adriano Feit Phone: (619) 758-2377

Council District(s): Citywide

OVERVIEW:

The City of San Diego's ("City") Real-Time Oceanographic Mooring System (RTOMS) is composed of two oceanographic moorings and real-time data systems deployed and operated near the offshore discharge sites for the Point Loma Ocean Outfall (PLOO) and South Bay Ocean Outfall (SBOO). These mooring systems were designed, built, operated, and maintained by the Ocean Time Series Group (OTSG) of the Scripps Institution of Oceanography (SIO). The primary goal of this project was to ensure that the City met its requirements under the National Pollutant Discharge Elimination System (NPDES) permits for the PLOO and SBOO regions to assess the dispersion and fate of the wastewater plumes discharged from both outfalls. The City wishes to amend this contract to renew this collaboration with SIO for a further 5-year term (2022-2027).

PROPOSED ACTIONS:

1. An Ordinance authorizing the Mayor, or his designee, to execute the First Amendment to the agreement with the Regents of the University of California (UC Regents), San Diego's Scripps Institution of Oceanography, Ocean Time Series Group to provide continued and ongoing support for City's real-time oceanographic mooring systems for the Point Loma and South Bay Ocean Outfalls, in an amount not to exceed \$1,250,000, bringing the total not to exceed amount of the agreement to \$2,500,000; and
2. The Chief Financial Officer is authorized to expend an amount not to exceed \$1,250,000 in total, to be spent as \$250,000 per year for each of the five (5) additional years beginning in FY2023, from Fund 700001, Metro Sewer Utility Fund, contingent upon adoption of the Annual Appropriation Ordinance for the applicable fiscal year, and contingent upon the Chief Financial Officer furnishing one or more certificates certifying that funds necessary for expenditure are, or will be, on deposit with the City Treasurer.

DISCUSSION OF ITEM:

The need to develop an improved understanding of physical circulation and current movement patterns in the coastal waters off San Diego and how they may affect wastewater plume dispersion was first recognized as part of an external evaluation of the City's Ocean Monitoring Program (OMP) conducted by SIO in 2002. Consequently, the City's OMP staff began to collaborate with SIO scientists on several studies in order to form a long-term plan for enhanced coastal water quality monitoring off San Diego. This included a pilot study initiated in 2006 where the resultant data have been a valuable part of the City's annual monitoring and assessment reports. Additionally, the US International Boundary & Water Commission (USIBWC) and the City commissioned subsequent studies of the fate and behavior of wastewater discharged to the ocean via the SBOO and the PLOO. The findings of these studies included recommendations to use real-time oceanographic moorings and advanced sampling technologies to better monitor and understand near-shore coastal water quality and the impacts of local ocean currents and tidal fluxes on effluent plume dynamics.

Based on the above recommendations, and subsequent discussions between the City, SIO, USIBWC, San Diego Regional Water Quality Control Board and the Environmental Protection Agency (EPA), an agreement was reached that plume tracking requirements for the PLOO and SBOO regions should include the installation of permanent, real-time oceanographic mooring systems located near the terminal diffuser wye structures of the PLOO and SBOO. In 2015, the City contracted with SIO to design, build and initiate field testing of two customized real-time mooring systems capable of being deployed from City research vessels. Since then, the City has redeployed moorings at the end of the PLOO and SBOO annually, which has enabled the City to provide a continuous set of enhanced environmental monitoring data that can be used to better evaluate oceanographic conditions in the San Diego region.

In 2017, the City entered into an agreement with the Regents of the University of California, Scripps Institution of Oceanography, Ocean Time Series Group, for continued and ongoing support of the City's real-time oceanographic mooring systems. The five-year agreement was authorized for an amount not to exceed \$1,250,000 beginning in Fiscal Year 2018 and is set to expire on June 30, 2022. This action proposes amending the current agreement for an additional five-years for an additional \$1,250,000; bringing the total term of the contract to ten years and the total financial contribution to \$2,500,000.

The services provided by SIO are essential to PUD being able to meet its environmental monitoring objectives, commitments, and regulatory permit requirements associated with the discharge of wastewater to the Pacific Ocean via the PLOO and SBOO. Continuation of this long-term project to better understand and monitor the dispersion and fate of the wastewater plumes discharged off San Diego is a critical component of the City's monitoring program included in the Point Loma NPDES Permit 301(h) Renewal Application. The project also exemplifies the commitment of PUD to provide advanced, scientifically sound, and cost-effective services to protect the region's coastal marine ecosystem and natural resources. Furthermore, this work also forms part of a multi-year contractual agreement the City has with the USIBWC to provide ocean monitoring services for the SBOO region associated with operation of the South Bay International Wastewater Treatment Plant, for which the City is reimbursed by the USIBWC for approximately \$1,000,000 per year.

City Strategic Plan Goal(s)/Objective(s):

Goal #1: Provide high quality public service.

Objective #1: Improve external and internal coordination and communication by working with other scientific organizations, such as the Scripps Institution of Oceanography (SIO), to access cutting-edge

technologies and foster the sharing of scientific information to support environmental regulatory requirements.

Objective #2: Ensure equipment and technology are in place so that employees can achieve high quality public service. The City's relationship with SIO allows access to state-of-the-art industry-leading satellite technologies, which would not be possible otherwise.

Goal #2: Work in partnership with all of our communities to achieve safe and livable neighborhoods.

Objective #1: Protect lives, property, and the environment through timely and effective response in all communities. Through the City's relationship with SIO, we can accurately monitor and protect our ocean environment by documenting the presence of wastewater plumes, sewage spills, and algal blooms.

Objective #2: Foster services that improve quality of life. Real time oceanographic monitoring allows us to identify the presence of wastewater plumes, in coastal waters, which helps us to understand the potential impacts of wastewater discharge into local waters.

Goal #3: Create and sustain a resilient and economically prosperous City with opportunity in every community.

Objective #1: Prepare and respond to climate change. Research with SIO and collaborations with their scientists improve the City's ability to detect changes in the ocean environment due to climate change.

Objective #2: Enhance San Diego's global standing. Working with SIO, a global leader in remote environmental monitoring, enhances the City's global standing as well.

Fiscal Considerations:

The total amount not to exceed for the First Amendment is \$1,250,000, to be spent as \$250,000 per year for each of the five (5) additional years beginning in FY2023, and will be available in Fund 700001, Metro Sewer Utility Fund, contingent upon adoption of the Annual Appropriation Ordinance for the applicable fiscal year, and contingent upon the Chief Financial Officer furnishing one or more certificates certifying that funds necessary for expenditure are, or will be, on deposit with the City Treasurer.

Charter Section 225 Disclosure of Business Interests:

N/A; the contract is with another public agency.

Environmental Impact:

This activity is not a "project" and is therefore not subject to CEQA pursuant to State CEQA Guidelines Section § 15060(c)(3). This action supports the work of SIO that includes technical support to maintain the moorings, data management, system upgrades and enhancements, research, collaboration, and organizational and administrative activities; therefore, it will not result in a direct or reasonably foreseeable indirect physical change in the environment.

Climate Action Plan Implementation:

The proposed actions will directly support Strategy 4 – Zero Waste Strategies for managing waste include source reduction, increased recycling, and gas capture. • Capture 98% wastewater treatment gases by 2035. This project is a major component of our Ocean Monitoring Program in support of our NPDES Permits.

This proposed project implements Strategy 5 – Resiliency Climate resiliency will allow San Diego to absorb the impacts of climate change without experiencing lasting negative effects. The real-time moorings allow us to make observations on important factors resulting from climate change ex: ocean acidification that have direct impact on health of our oceans and resources within. This additional information can assist in planning efforts to improve our adaptability to these environmental changes.

Equal Opportunity Contracting Information (if applicable):

This agreement is not subject to the City's Equal Employment Opportunity Outreach Program (San Diego Ordinance No. 18173, Section 22.2701 through 22.2708) or Non-Discrimination in Contracting Ordinance (San Diego Municipal Code Sections 22.3501 through 22.3517).

Previous Council and/or Committee Actions:

The original agreement was approved by the City Council on October 18, 2018 (R_311361). This amendment will be heard at the Environmental Committee prior to Council.

Key Stakeholders and Community Outreach Efforts:

The renewal of the SIO Agreement will be reviewed by the San Diego Metro TAC on May 18, 2022. If recommended for approval, it will be presented to the Metro JPA / Metro Commission on June 2, 2022.

Originator to enter name upon approval HERE

Department Director (or correct title of approver)

Originator to enter name upon approval HERE

Deputy Chief Operating Officer (or correct title of approver – refer to Executive Manager
Signature document on CityNet for proper name and title

FIRST AMENDMENT TO SUPPORT FOR REAL-TIME OCEANOGRAPHIC MOORING SYSTEMS FOR THE POINT LOMA AND SOUTH BAY OCEAN OUTFALLS

This First Amendment to the Support for Real-Time Oceanographic Mooring Systems for the Point Loma and South Bay Ocean Outfalls (First Amendment) is made and entered into by and between the City of San Diego (City) and The Regents of the University of California, University of California, San Diego's Scripps Institution of Oceanography (Contractor), also referred to individually as "Party" and collectively as the "Parties."

RECITALS

1. City issued Support for Real-Time Oceanographic Mooring Systems for the Point Loma and South Bay Ocean Outfalls, resulting in a contract between the City and Contractor (Contract). The Contract is comprised of expertise and services of the Ocean Times Series Group (OTSG) of the, University of California, San Diego's Scripps Institution of Oceanography (University) to provide Continued Support of Real Time Ocean Observing System for the Point Loma and South Bay Ocean Outfalls services.

2. The Contract may be amended by written agreement executed by duly authorized representatives of both Parties.

3. The Parties wish to amend the Contract to provide for an additional five (5) years scientific support for the City's Real Time Ocean Observing System for the Point Loma and South Bay Ocean Outfalls.

TERMS

1. Section 1.1 of the Contract is replaced in its entirety to read as follows:

Scope of Services: The City will perform the work as generally set forth in the written Scope of Services, attached hereto as Exhibit A-1, and referred to herein as Professional Services.

2. Section 2.1 of the Contract is replaced in its entirety to read as follows:

Term of Agreement: This First Amendment shall be effective October 17, 2017 through June 30, 2027. The term of this Agreement requires approval by the City Council by ordinance prior to extension award.

3. Section 3.1 of the Contract is replaced in its entirety to read as follows:

Amount of Compensation. The City shall pay the University for performance of all Professional Services rendered in accordance with this Agreement in accordance with the fee

schedule. Attached hereto as Exhibit B-1. The compensation under this agreement shall not exceed \$2,500,000.

4. Section 3.2 of the Contract is replaced in its entirety to read as follows:

The City may require that the University perform additional Professional Services [Additional Services] beyond those described in the Scope of Services (Exhibit A-1). Prior to the University's performance of Additional Services, the City and the University must agree in writing upon a fee for the Additional Services, including reasonably related expenses, in accordance with the Compensation and Fee Schedule (Exhibit B-1). The City will pay the University for the performance of Additional Services in accordance with Section 3.3.

5. DELETE Exhibit A in its entirety and REPLACE with Exhibit A-1

6. DELETE Exhibit B in its entirety and REPLACE with Exhibit B-1

7. DELETE Exhibit C in its entirety and REPLACE with Exhibit C-1

8. This First Amendment will be effective when signed by both parties and approved by the City Attorney in accordance with Charter section 40.

9. All provisions of the Agreement not addressed in this First Amendment remain in full force and effect.

IN WITNESS WHEREOF, this First Amendment is executed by City and Contractor acting by and through their authorized officers.

**The Regents of the University of California,
University of California, San Diego's
Scripps Institution of Oceanography**

By: Travis Dadigian

Name: Travis Dadigian

Title: Principal Contract & Grant Officer

Date: 5/2/22

City of San Diego

By: _____

Name: _____

Title: _____

Date: _____

Approved as to form this ____ day of
_____, 202__

MARA W. ELLIOTT, City Attorney

By: _____
Deputy City Attorney

Print Name

SCOPE OF SERVICES

Support for Real-Time Oceanographic Mooring Systems for the Point Loma and South Bay Ocean Outfalls

The City of San Diego's (herein 'City') Real-Time Oceanographic Mooring System (RTOMS) is comprised of two oceanographic moorings and real-time data systems deployed and operated near the offshore discharge sites for the Point Loma Ocean Outfall (PLOO) and South Bay Ocean Outfall (SBOO). These mooring systems were designed and built by the Ocean Time Series Group (OTSG) of the Scripps Institution of Oceanography (SIO) under the Public Utilities Department (PUD) Contract No. 156332. The subsequent operation and maintenance of these moorings between 2017 and 2022 was also managed by SIO under PUD contract No. 309845. The primary goal of this project was to ensure that the City met its requirements under the National Pollutant Discharge Elimination System (NPDES) permits for the PLOO and SBOO regions to assess the dispersion and fate of the wastewater plumes discharged from both outfalls. The City wishes to renew this collaboration with SIO for a further 5-year term (2022-2027) based on the revised Scope of Services presented here.

The need to develop an improved understanding of physical circulation and current movement patterns in the coastal waters off San Diego and how they may affect wastewater plume dispersion was first recognized as part of an external evaluation of the City's Ocean Monitoring Program (OMP) conducted by SIO in 2002 (SIO 2004). Consequently, the City's OMP staff began to collaborate with SIO scientists on several studies in order to form a long-term plan for enhanced coastal water quality monitoring off San Diego. This included a pilot study initiated in 2006 using moored temperature loggers (thermistor strings) and Acoustic Doppler Current Profilers (ADCPs) to obtain an initial characterization of the thermocline structure and current regime in the area surrounding the PLOO discharge site (see Storms et al. 2006). The use of these thermistor and ADCP moorings was later expanded to include both the PLOO and SBOO regions where the resultant data have been a valuable part of the City's annual monitoring and assessment reports (e.g., City of San Diego 2020). Additionally, the US International Boundary & Water Commission (IBWC) and the City commissioned subsequent studies of the fate and behavior of wastewater discharged to the ocean via the SBOO (Terrill et al. 2009) and the PLOO (Rogowski et al. 2012a, 2012b, 2013). The findings of these studies included recommendations to use real-time oceanographic moorings and advanced sampling technologies to better monitor and understand near-shore coastal water quality and the impacts of local ocean currents and tidal fluxes on effluent plume dynamics.

Based on the above recommendations, and subsequent discussions between the City, SIO, IBWC, San Diego Water Board and the Environmental Protection Agency (EPA), an agreement was reached that plume tracking requirements for the PLOO and SBOO regions should include the installation of permanent, real-time oceanographic mooring systems located near the terminal diffuser wye structures of the PLOO and SBOO. Thus, work began with SIO in 2015 to design, build and initiate field testing of two customized real-time mooring systems capable of being deployed from City research vessels. Since then, the City has redeployed moorings at the end of the PLOO and SBOO annually, which has enabled the City to provide a continuous set of enhanced environmental monitoring data that can be used to better evaluate oceanographic conditions in the San Diego region. The City's moorings are also planned to be networked with SIO's existing Del Mar mooring to form a comprehensive state-of-the-art ocean observing system for the San Diego region.

The services provided by SIO are essential to PUD being able to meet its environmental monitoring objectives, commitments, and regulatory permit requirements associated with the discharge of wastewater to the Pacific Ocean via the PLOO and SBOO. Continuation of this long-term project to better understand and monitor the dispersion and fate of the wastewater plumes discharged off San Diego is a critical component of the City's monitoring program included in the Point Loma NPDES Permit 301(h) Renewal Application. The project also exemplifies the commitment of PUD to provide advanced, scientifically sound, and cost-effective services to protect the region's coastal marine ecosystem and natural resources. Furthermore, this work is also part of a multi-year contractual agreement the City has with the USIBWC to provide ocean monitoring services for the SBOO region associated with operation of the South Bay International Wastewater Treatment Plant, for which the City is reimbursed by the USIBWC for approximately \$1M/year.

Scripps Responsibilities

1. Provide Data System Management/Integration:
 - a. Maintain critical parts of data management system: including the server (for data handling and website visualization – until such time as the City has a comparable mechanism in place and SIO website can then just link to the City website), modems and cell phone plans for moorings real-time capabilities.
 - b. Transfer mooring data in near real time to the City's Amazon S3 cloud server.
 - c. Continue conducting preliminary data processing as has been conducted under previous contract, prior to upload to City server.
 - d. Continue to host real time data on an SIO server, with results posted to SIO website where all the data can easily be downloaded as has been conducted under previous contract, as a back-up to data stored on the City server.
 - i. Until such time that the City has a comparable website in place for visualizing this data, SIO will continue to maintain their website for the mooring displaying easily accessible plots for visualization of each sensor and general buoy position maps as data becomes available in real-time.
2. SIO to provide ongoing assistance to City staff on Quality Control Tests (QCT), data interpretation, and associated hardware and software as needed term.
3. Mooring refurbishment, assembly and storage:
 - a. SIO will Provide all hardware and labor associated with refurbishing buoys for the annual mooring redeployment (unless otherwise stated below); includes but not limited to 5-ton swivels, buoy cleanup and painting vinyl lettering and painting buoy tower cages and instrument mounts with powder coat and antifoulant paint.
 - b. SIO will also store buoys and anchors not currently deployed since the City does not have an adequate facility.

- c. SIO will continue to supply all electronics supplies such as cables associated with the mooring and instruments and batteries associated with (controllers, GPS beacon, AIS, ADCP, PCO₂, Buoys system, solar panels system batteries etc.).
 - d. SIO will be responsible for all buoy assemblies and will train City staff on the tasks involved, with the City staff taking on a gradually increasing role in the refurbishment and assembly work over the course of the contract.
4. Provide design modifications and fabrication of required upgrades to two mooring systems in service and the back up mooring.
5. Support City staff with annual mooring retrievals and deployments during the five (5) years of this agreement.
6. Provide ongoing training and assistance with controller programming, troubleshooting, communication and support of controller, modular sensors, the inductive modem technology, and the telemetry, batteries, AIS system and GPS systems on each mooring. Over time, the routine parts of this will be done by the City, and SIO will be available for troubleshooting and unforeseen events.
7. City purchased weather station systems will be integrated on the in-service mooring systems upon the first deployment following the City's purchase of such equipment.
8. When Instrumentation from moorings are in possession of SIO, SIO will be responsible for any damages. SIO will not, however, provide warranty or take responsibility for hardware, sensor failures, or losses during normal deployment at sea or during handling on the ship as these items are under manufacturer warranty and under City control.
9. Working with City staff, SIO will assemble and maintain technical documentation for the moorings with appropriate documentation, such as, but not limited to, up to date specifications, Standard Operating Procedures (SOPs), QCT documentation, software manuals, and programing documentation. This documentation will include detailed information on the data acquisition process and handling protocols and details on controller programming and PERL script used for buoy-modem-server communications. The documentation should be reviewed and revised throughout the contract term with the goal of providing the City with a complete manual by the end of the 5 year contract. Thus, the City would then have a detailed SOP of all Real-time mooring tasks at the end of the next 5-yr contract.
10. SIO will provide up to 10 days of pool time per year to be used for mooring instrument burn-in exercises prior to deployments to verify the systems are working accordingly.

City Responsibilities

1. The City will be responsible for all costs associated with instrument service and calibrations unless specified above, including but not limited to (Microcats, SeapHOx sensors, SUNA nitrate sensors, Acoustic Doppler Current Profiler (ADCP); Partial pressure of carbon dioxide (pCO₂) sensor and Chelsea and Wetlabs fluorometers), and

for mechanical mooring component (buoy, load cages, pressure cases, etc.) machine shop modifications done either at the City or the SIO machine shop.

2. The City will be responsible for purchasing some hardware associated with the mooring deployments including anchors, chain, shackles, inductive couplers, inductive wire, terminations, ropes, sling links.
3. The City will perform all QCT testing prior to deployments.
4. The City will assist SIO with refurbishment and assembly of the Buoys at the Seaweed facility, and take on an increasing part of the work over time, so by the end of the next contract the City can take on the responsibly.
5. Upon the City's acceptance of new sensors, or sensors serviced by SIO but in possession of the City, any flooding or damaged components will be the responsibility of the City.
6. The City will cover the costs associated with the purchase of additional sensors/hardware (such as two weather stations, one which will be installed on the Point Loma mooring and the second to be installed on the South Bay mooring). The City will have final say on this equipment but will seek guidance from SIO.
7. The City will conduct final data processing and data verification, apply data qualifier flags following review, and store data on City servers where it is available by request.

Reporting Requirements

SIO will submit technical documentation to the City after each mooring deployment, consisting of set-up and testing log sheets, mooring designs, deployment log sheets, etc, i.e. documentation of the state of the mooring and sensors deployed and the testing carried out by SIO. Additional documentation of work done by City staff (e.g. QCT) will be added by City staff, thereby providing a complete description of each mooring deployed.

In addition, as outlined above, a manual/technical document with Standard Operating Procedures (SOPs) associated with the mooring operations, Quality Control Test (QCT) documentation, associated software manuals, and programing documentation, will be developed incrementally over the five years of the contract. This will be available in complete and final form at the end of the contract. An annual review meeting will be held with SIO and City staff to assess the progress of the project and the associated documentation to ensure successful hand over of all necessary knowledge and documentation by the end of the project term.

Compensation and Fee Schedule

Total funding for this project will not exceed \$1,250,000.00. The compensation will be based on fixed prices. SIO shall submit one invoice per calendar month in a form acceptable to the City. SIO shall include with each invoice a description of completed Professional Services, reasonably related expenses, if any, and all other information, including but not limited to: the progress percentage of the Scope of Services and/or deliverables completed prior to the invoice date, as required by the City. The City will

pay undisputed portions of invoices within thirty calendar days of receipt. Current funding will distribute up to \$250,000.00 per each of the 5 fiscal years covered by this agreement.

References

City of San Diego. 2020. Biennial Receiving Waters Monitoring and Assessment Report, 2018–2019. City of San Diego Ocean Monitoring Program, Public Utilities Department, Environmental Monitoring & Technical Services Division, San Diego, CA

Rogowski, P., E. Terrill, M. Otero, L. Hazard, S.Y. Kim, P.E. Parnell, and P. Dayton. 2012a. Final Report: Point Loma Ocean Outfall Plume Behavior Study. Prepared for City of San Diego Public Utilities Department by Scripps Institution of Oceanography, University of California, San Diego, CA

Rogowski, P., E. Terrill, M. Otero, L. Hazard, and W. Middleton. 2012b. Mapping ocean outfall plumes and their mixing using Autonomous Underwater Vehicles. *Journal of Geophysical Research*, 117: C07016

Rogowski, P., E. Terrill, M. Otero, L. Hazard, and W. Middleton. 2013. Ocean outfall plume characterization using an Autonomous Underwater Vehicle. *Water Science & Technology*, 67(4): 925–933

Scripps Institution of Oceanography [SIO]. 2004. Point Loma Outfall Project, Final Report, September 2004. Scripps Institution of Oceanography, University of California, La Jolla, CA

Storms, W.E., T.D. Stebbins, and P.E. Parnell. 2006. San Diego Moored Observation System Pilot Study. Workplan for Pilot Study of Thermocline and Current Structure off Point Loma, San Diego, California. City of San Diego, Metropolitan Wastewater Department, Environmental Monitoring & Technical Services Division, and Scripps Institution of Oceanography. 8 pp.

Terrill, E., K. Sung Yong, L. Hazard, and M. Otero. 2009. Final Report. Coastal Observations and Monitoring in South Bay San Diego. IBWC / Surfrider Consent Decree. Scripps Institution of Oceanography, University of California, San Diego, CA

PROPOSED BUDGET
Support for Real-Time Oceanographic Mooring Systems for the Point Loma and South Bay Ocean Outfalls

FY23	
Item Category	Annual cost
<i>Hardware total</i>	\$16,000
<i>Controller/telem/power total</i>	\$6,500
<i>Data Service total</i>	\$6,400
<i>Labor - technical total</i>	\$113,180
<i>Labor - Data total</i>	\$39,000
<i>UCSD Fees (38%)</i>	\$68,810
Total Cost	\$249,890

FY26	
Item Category	Annual cost
<i>Hardware total</i>	\$16,000
<i>Controller/telem/power total</i>	\$6,500
<i>Data Service total</i>	\$8,500
<i>Labor - technical total</i>	\$110,031
<i>Labor - Data total</i>	\$40,104
<i>UCSD Fees (38%)</i>	\$68,831
Total Cost	\$249,966

FY24	
Item Category	Annual cost
<i>Hardware total</i>	\$16,000
<i>Controller/telem/power total</i>	\$6,500
<i>Data Service total</i>	\$6,600
<i>Labor - technical total</i>	\$113,598
<i>Labor - Data total</i>	\$38,312
<i>UCSD Fees (38%)</i>	\$68,784
Total Cost	\$249,794

FY27	
Item Category	Annual cost
<i>Hardware total</i>	\$16,000
<i>Controller/telem/power total</i>	\$6,500
<i>Data Service total</i>	\$8,250
<i>Labor - technical total</i>	\$114,103
<i>Labor - Data total</i>	\$36,269
<i>UCSD Fees (38%)</i>	\$68,827
Total Cost	\$249,949

FY25	
Item Category	Annual cost
<i>Hardware total</i>	\$16,000
<i>Controller/telem/power total</i>	\$6,500
<i>Data Service total</i>	\$8,500
<i>Labor - technical total</i>	\$109,340
<i>Labor - Data total</i>	\$40,611
<i>UCSD Fees (38%)</i>	\$68,761
Total Cost	\$249,712

TIME SCHEDULE

Support for Real-Time Oceanographic Mooring Systems for the Point Loma and South Bay Ocean Outfalls.

Fiscal Years 2023 – 2027 (July 1, 2022 – June 30, 2027)

Ongoing technical support of Real-time Oceanographic Moorings and Ocean Observing System, including but not limited to technical support retrieving and redeploying mooring systems, data management and maintenance, system upgrades and enhancements, web-based data hosting, and other services as requested.

Regular Mooring Service and Deployments

FY 2023

- September 2022: Point Loma outfall mooring system retrieval and re-deployment.
- December 2022: South Bay outfall mooring system retrieval and re-deployment.
 - SIO to submit technical documentation to the City after each mooring deployment (see Scope of Services for details).
- June 2023: SIO to integrate City purchased weather station into South Bay and Point Loma moorings.
- June 2023: Annual review meeting with City staff to discuss deployment issues, equipment considerations, and plans for the production of a mooring technical manual.

FY2024

- September 2023: Point Loma outfall mooring system retrieval and re-deployment.
- December 2023: South Bay outfall mooring system retrieval and re-deployment.
 - SIO to submit technical documentation to the City after each mooring deployment (see Scope of Services for details).
- June 2024: Annual review meeting with City staff to discuss deployment issues, equipment considerations, and progress towards the production of mooring technical manual.

FY 2025

- September 2024: Point Loma outfall mooring system retrieval and re-deployment.
- December 2024: South Bay outfall mooring system retrieval and re-deployment.
 - SIO to submit technical documentation to the City after each mooring deployment (see Scope of Services for details).
- June 2025: Annual review meeting with City staff to discuss deployment issues, equipment considerations, and progress towards the production of mooring technical manual.

FY 2026

- September 2025: Point Loma outfall mooring system retrieval and re-deployment.
- December 2025: South Bay outfall mooring system retrieval and re-deployment.
 - SIO to submit technical documentation to the City after each mooring deployment (see Scope of Services for details).

- June 2026: Annual review meeting with City staff to discuss deployment issues, equipment considerations, and progress towards the final production of mooring technical manual.

FY 2027

- September 2026: Point Loma outfall mooring system retrieval and re-deployment.
- December 2026: South Bay outfall mooring system retrieval and re-deployment.
 - *SIO to submit technical documentation to the City after each mooring deployment (see Scope of Services for details).*
- June 2027: Annual review meeting with City staff to discuss deployment issues, equipment challenges, and review of final mooring technical manual.

ATTACHMENT 11

CONTRACTS FOR
ANIONIC POLYMER AND
MANNICH POLYMER
WITH POLYDYNE INC.

METRO JPA/TAC**Staff Report**

Date: 5/11/22

Project Title: Execution of Polydyne Inc. Contracts for Mannich Polymer and Anionic Polymer**Requested Action:**

JPA/TAC authorization to spend approximately \$1,690,649 on a five-year contract for the purchase of Anionic Polymer chemical used to wastewater treatment at Point Loma Wastewater Treatment Plant. The \$1,690,649 is 33% of the total estimated expense \$5,123,180 for Anionic Polymer over the five years; and authorization to spend approximately \$6,504,566 on a five-year contract for the purchase of Mannich Polymer chemical used to treat biosolids at the Metropolitan Biosolids Center.

The \$1,690,649 is 33% of the total estimated expense \$5,123,180 for Anionic Polymer over the five years. The \$6,504,566 is 33% of the total estimated expense \$19,710,807 for Mannich Polymer over the five years.

Total estimated expense to Metro JPA for both contracts is \$8,195,215.

Recommendations:

Approve the Metro expenditure request and forward to the Metro Commission.

Metro TAC:	To be submitted for consideration
IROC:	N/A
Prior Actions: (Committee/Commission, Date, Result)	The prior five-year contract from ITB No. 10080898-17-H was for an amount not to exceed \$11,210,788 to purchase Mannich Polymer with Polydyne Inc. On December 8, 2017, City Council approved a resolution (R-311434) authorizing the contract.

Fiscal Impact:

Is this projected budgeted?	X Yes ____ No ____
Cost breakdown between Metro & Muni:	It is estimated that funding will be distributed as follows: Metro \$5,123,180; Muni \$0 It is estimated that funding will be distributed as follows: Metro \$19,710,807; Muni \$0
Fiscal impact to the Metro JPA:	33% of Metro costs is approximately \$1,690,649 for Anionic Polymer 33% of Metro costs is approximately \$6,504,566 for Mannich Polymer

Capital Improvement Program:

New Project?	Yes ____	No ____	N/A _X_
Existing Project?	Yes ____	No ____	Upgrade/addition ____ Change ____ N/A X

Previous TAC/JPA Action:

Yes

Additional/Future Action: Anticipated for Environmental Committee Meeting in June 2022.

City Council Action: Anticipated for July 2022.

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

The Point Loma Wastewater Treatment Plant (PLWWTP) uses approximately 80,000 dry pounds of Anionic Polymer per year for the wastewater treatment process. This chemical separates the incoming solids from liquids through a process called flocculation in our sedimentation basins. The Anionic

Polymers' ability to flocculate solids is central to their role in our wastewater treatment. PLWWTP uses chemically enhanced primary treatment, "CEPT", in their primary sedimentation basins to meet the required Total Suspended Solids removal rates set forth in our National Pollutant Discharge Elimination System permit and the San Diego Regional Water Quality Control Board orders.

Metropolitan Biosolids Center (MBC) provides two treatment processes, the thickening and digestion of the raw solids from the North City Water Reclamation Plant (NCWRP), and the combined dewatering of biosolids from Point Loma Wastewater Treatment Plant and NCWRP. This polymer is used for the liquid/solid separation of the sludge in both the thickening and dewatering centrifuges. It assists with binding the solids together, which allows production of a dryer product. Consequently, hauling costs of dewatered biosolids, and amounts of dissolved solids returned to PLWTP are lowered. Mannich Polymer is the type of polymer that has been tested to provide the best results and is the most cost-effective for this process.

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

This is an operational item for the purpose of treating wastewater at the Point Loma Wastewater Treatment Plant and for treating biosolids at the Metropolitan Biosolids Center.

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

An Invitation to Bid (ITB), 10089845-22-J, for the purchase of Anionic Polymer was released by Purchasing & Contracting Department on February 11, 2022. The bid process closed on March 11, 2022. Purchasing & Contracting Department received one (1) responsive bid and Polydyne Inc. was determined the lowest responsive and responsible bidder and was sent a Notice of Intent to Award on April 7, 2022.

An Invitation to Bid (ITB), 10089844-22-J, for purchase of Mannich Polymer was released by Purchasing & Contracting Department on December 8, 2021. The bid process closed on December 29, 2021. Purchasing & Contracting Department received one (1) responsive bid and Polydyne Inc. was determined the lowest responsive and responsible bidder and was sent a Notice of Intent to Award on January 25, 2022.

Mannich and Anionic Polymer Contracts with Polydyne Inc.

Metro JPA Technical Advisory Committee
May 18, 2022

Public Utilities Department





BACKGROUND

- The Point Loma Wastewater Treatment Plant (PLWWTP) uses approximately 80,000 dry pounds of Anionic Polymer per year for the wastewater treatment process.
- This chemical separates the incoming solids from liquids through a process called flocculation in our sedimentation basins. The Anionic Polymers' ability to flocculate solids is central to their role in our wastewater treatment.
- PLWWTP uses chemically enhanced primary treatment, "CEPT", in their primary sedimentation basins to meet the required Total Suspended Solids removal rates set forth in our National Pollutant Discharge Elimination System permit and the San Diego Regional Water Quality Control Board orders.



BACKGROUND

- Metropolitan Biosolids Center (MBC) provides two treatment processes, the thickening and digestion of the raw solids from the North City Water Reclamation Plant (NCWRP), and the combined dewatering of biosolids from Point Loma Wastewater Treatment Plant and NCWRP.
- Mannich polymer is used for the liquid/solid separation of the sludge in both the thickening and dewatering centrifuges. It assists with binding the solids together, which allows production of a dryer product.
- Consequently, hauling costs of dewatered biosolids, and amounts of dissolved solids returned to PLWTP are lowered. Mannich Polymer is the type of polymer that has been tested to provide the best results and is the most cost-effective for this process.



INVITATION TO BID RESULTS

- An Invitation to Bid (ITB), 10089845-22-J, for the purchase of Anionic Polymer was released by Purchasing & Contracting Department on February 11, 2022. The bid process closed on March 11, 2022. Purchasing & Contracting Department received one (1) responsive bid and Polydyne Inc. was determined the lowest responsive and responsible bidder and was sent a Notice of Intent to Award on April 7, 2022..
- An Invitation to Bid (ITB), 10089844-22-J, for purchase of Mannich Polymer was released by Purchasing & Contracting Department on December 8, 2021. The bid process closed on December 29, 2021. Purchasing & Contracting Department received one (1) responsive bid and Polydyne Inc. was determined the lowest responsive and responsible bidder and was sent a Notice of Intent to Award on January 25, 2022.



CONTRACTS

- 5-year contracts for both Mannich Polymer and Anionic Polymer with Polydyne, Inc.
- Anionic Polymer contract request is for \$1,690,649, which is 33% of the total estimated expense of \$5,123,180.
- Mannich Polymer contract request is for \$6,504,566, which is 33% of the total estimated expenditures of 19,710,807.
- Total estimated expense to Metro JPA for both contracts is \$8,195,215



RECOMMENDED ACTION

- Approve the Metro expenditure and forward to the Metro Commission.



QUESTIONS

ATTACHMENT 16

METROTAC UPDATE/REPORT

Metro TAC & JPA Work Plan
Active & Pending Items
April 2022
Updated Items in Red Italics

Active Items	Description	Member(s)
<i>Metro JPA AdHoc 2nd ARA</i>	<i>JPA Board work group. Formed to review all items being negotiated in the 2nd ARA prior to going to the full Board. Meets every 2-3 weeks as needed. First meeting March 16, 2022.</i>	<i>Jerry Jones Marvin Heinze Gary Kendrick Jim Peasley Ed Spriggs JPA Support staff</i>
IRWMP	JPA Members should monitor funding opportunities at: http://www.sdirwmp.org 1/21: Beth Gentry continues to give monthly TAC updates. Details can be found in minutes of each meeting.	Beth Gentry Yazmin Arellano
Exhibit E Audit	1/21: FY2019 Exhibit E audit is in fieldwork stage. JPA team reviewing SD responses to sample questions. 4/11/2022: FY2019 scheduled to complete April/May 2022; FY 2020 audit final field work completed. Owner controlled insurance program detail discussion (future).	Lee Ann Jones-Santos Karyn Keese Dexter Wilson
Industrial Wastewater Control Committee	Formed to work with San Diego on new standards for industrial waste discharge and cost allocation of same. 1/2021: SD is trying to formalize a pretreatment rate case and has hired a consultant. Monthly updates are presented at TAC and JPA. 3/16/2022: Monthly meetings to discuss the pretreatment agreement and considerations for the 2nd ARA, reviews of local limits, and the industrial user permit fees and program	Beth Gentry Interested JPA members Dexter Wilson SD Staff & Consultants
Emergency Mutual Aid Committee	Formed with the intent the sharing of resources during an emergency. First draft was completed and the next draft will be circulated for interested agencies.	Peejay Tuongbanua Steve Beppler, Yazmin Arellano, and Hamed Hashemian
Phase I Financial Implementation Working Group (FIG)	This working group was formed to continue to work on Section 2.9.1 and other financial implementations issues in Exhibit F associated with the Amended Restated Agreement. 1/2021: Group will start meeting once the ARA is fully signed (January 2021) on a regular basis with a goal to complete all tasks by 1/2022. 3/16/2022: Group continues to meet every two weeks.	Beth Gentry Karyn Keze Dexter Wilson SD staff & consultants
2 nd ARA Negotiating Team	This group was created to negotiate the 2 nd Amended Restated Agreement ARA2) which will incorporate the completed financial and other items from the first ARA. 3/16/2022: Negotiating Team meets every 3 weeks to follow through with topics raised during the First ARA.	Beth Gentry Yazmin Arellano Karyn Keze Scott Tulloch Dexter Wilson SD staff & consultants
Changes in wastewater/water legislation	NOTE: BBK, Metro TAC and the Commission 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.	BBK JPA members as appropriate

Sewer Rate Comparison for Metro Participating Agencies
Single Family Monthly Rates Based on 7 HCF of Water Usage
Effective January 1, 2022 for FY 2022

