

METRO TAC AGENDA (Technical Advisory Committee to Metro JPA)

TO: Metro TAC Representatives and Metro Commissioners

DATE: Wednesday, August 18, 2010

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

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

PLEASE DISTRIBUTE THIS NOTICE TO METRO COMMISSIONERS AND METRO TAC REPRESENTATIVES

- 1. Review and Approve MetroTAC Action Minutes for the Meeting of July 21, 2010 (Attachment to follow)
- 2. Metro Commission/JPA Board Meeting Recap (Standing Item)
- 3. Revisions to City of San Diego Sewage Transportation Agreement (Edgar Patino)
- 4. Financial Update (Karyn Keese)
- 5. Metro Wastewater Update
- 6. Consideration for recommended approval of Amendment 2 to Metro JPA Webmaster Agreement (extended time of performance from Sept. 11, 2010 to Sept 11, 2011 no change in fees) (Attachment)
- 7. Review Comments on TM#4 (Recycled Water Study)
- 8. Course Screening Workshop Summary (Recycled Water Study)
- 9. IROC Performance Plan (Attachment)
- 10. MetroTAC Work Plan (Standing Item) (Attachment)
- 12. Review of Items to be Brought Forward to the Metro Commission/Metro JPA Meeting of September 2, 2010
- 13. Other Business of Metro TAC
- 14. Adjournment (To the next Regular Meeting, September 15, 2010)

Metro TAC 2010 Meeting Schedule				
January 20	May 19	September 15		
February 17	June 16	October 20		
March 17	July 21	November 17		
April 21	August 18	December 15		

AGENDA ITEM 6 Attachment

AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN METRO WASTEWATER JOINT POWERS AUTHORITY AND AR CONSULTING

This agreement is made and entered into as of September 11, 2008, by and between the METRO WASTEWATER JOINT POWERS AUTHORITY (hereinafter referred to as the "Metro JPA"), a joint powers authority organized and operating pursuant to California Government Code section 6500 et seq., and Abel Rodriguez, dba AR Consulting (hereinafter referred to as "Consultant").

RECITALS

- A. Metro JPA would like to retain the services of Consultant to provide Website maintenance, and related services as set forth in more detail herein.
 - B. Consultant has the necessary qualifications and experience to provide such services.
- C. The parties desire by this agreement to establish the terms for Metro JPA to retain Consultant to provide the services described herein.

AGREEMENT

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. Services and Compensation.

- a. Consultant shall provide the Metro JPA with the services described in the Scope of Services attached hereto as Exhibit "A" and incorporated herein.
- b. Metro JPA Control of Website. Metro JPA shall be entitled to upload or electronically transmit Metro JPA content directly to the Website. Consultant shall provide all support reasonably necessary to enable Metro JPA to upload or electronically transmit Metro JPA content to, and/or otherwise implement modifications to Metro JPA content located on, the Website. Metro JPA shall have sole and final discretion over the form, functionality, substance, and appearance of the Website. Consultant shall not supplement, modify, or alter the Website, in whole or in part, without Metro JPA's prior written consent (other than modifications strictly necessary to upload the Metro JPA Content to the Website or otherwise necessary for the performance of Consultant's obligations hereunder). Consultant will make required changes to the Website at the rates delineated in Exhibit "A."

2. Additional Work.

If changes in the work seem merited by Consultant or the Metro JPA, and informal consultations with the other party indicate that a change is warranted, it shall be processed by the Metro JPA in the following manner: a letter outlining the changes shall be forwarded to the Metro JPA by Consultant with a statement of estimated changes in fee or time schedule. An amendment to this Agreement shall be prepared by the Metro JPA and executed by both parties before performance of such services, or the Metro JPA will not be required to pay for the changes in the scope of work. Such amendment shall not render ineffective or invalidate unaffected portions of this agreement.

3. Maintenance of Records.

Books, documents, papers, accounting records, and other evidence pertaining to costs incurred shall be maintained by Consultant and made available at all reasonable times during the Agreement period and for four (4) years from the date of final payment under the Agreement for inspection by Metro JPA.

4. Time of Performance.

Consultant shall perform its services in a prompt and timely manner, in accordance with the Scope of Work attached hereto as Exhibit "A." The term of this Agreement is one (1) year from the date of execution of this Agreement.

5. Delays in Performance.

Neither Metro JPA nor Consultant shall be considered in default of this agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this agreement, such circumstances include but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war; riots and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage or judicial restraint. Should such circumstances occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this agreement.

6. Compliance with Law.

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

7. Warranties.

"Intellectual Property Rights" means, on a worldwide basis, any and all now known or hereafter known tangible and intangible (a) rights associated with works of authorship including, without limitation, copyrights, moral rights, and mask-works, (b) trademark and trade name rights and similar rights, (c) trade secret rights, (d) patents, designs, algorithms, and other industrial property rights, (e) all other intellectual and industrial property rights of every kind and nature and however designated, whether arising by operation of law, contract, license, or otherwise, and (f) all registrations, initial applications, renewals, extensions, continuations, divisions, or reissues thereof now or hereafter in force (including any rights in any of the foregoing). Consultant represents and warrants to Metro JPA that no work product produced under this Agreement, tools, or Consultant-made changes to any content shall (a) infringe on the Intellectual Property Rights of any third party or any rights of publicity or privacy; (b) violate any law, statute, ordinance, or regulation; (c) be defamatory, trade libelous, unlawfully threatening, or unlawfully harassing; (d) be obscene, pornographic, or indecent; and (e) contain any viruses, trojan horses, trap doors, back doors, easter eggs, worms, time bombs, cancelbots, or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept, or expropriate any system, data, or personal information.

8. Ownership.

The Work Product is and shall remain the sole and exclusive property of Metro JPA, and Metro JPA shall retain all Intellectual Property Rights therein upon final payment of invoices for work completed by Consultant upon final payment of invoices for work completed by Consultant. If Consultant is deemed to retain any Intellectual Property Rights in any Work Product under applicable law, Consultant hereby irrevocably assigns to Metro JPA all such Intellectual Property Rights. If Consultant has any such Intellectual Property Rights that cannot be assigned to Metro JPA under applicable law, Consultant waives the enforcement thereof. If Consultant has any such Intellectual Property Rights that cannot be assigned or waived under applicable law, Consultant hereby grants to Metro JPA an exclusive, worldwide, sublicenseable (through multiple tiers), assignable, royalty-free, perpetual, irrevocable, fully paid-up license to use, reproduce, distribute (through multiple tiers), create

derivative works of, publicly perform, publicly display, digitally perform, make, have made, sell, offer for sale, and import such Work Product. Consultant acknowledges that there are, and may be, future rights that Metro JPA may otherwise become entitled to with respect to the Work Product that do not yet exist, as well as new uses, media, and means and forms of exploitation throughout the world exploiting current or future technology yet to be developed, and Consultant specifically intends the foregoing assignment of rights to Metro JPA to include all such now known or unknown uses, media, and means and forms of exploitation throughout the world.

9. Standard of Care

Consultant's services will be performed in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions.

10. Assignment and Subconsultant

Consultant shall not assign, sublet, or transfer this agreement or any rights under or interest in this agreement without the written consent of the Metro JPA, which may be withheld for any reason. Nothing contained herein shall prevent Consultant from employing independent associates, and subconsultants as Consultant may deem appropriate to assist in the performance of services hereunder.

11. Independent Consultant

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

12. <u>Integration</u>

This Agreement represents the entire understanding of Metro JPA and Consultant as to those matters contained herein, and supersedes and cancels any prior oral or written understanding, promises or representations with respect to those matters covered hereunder. This agreement may not be modified or altered except in writing signed by both parties hereto. This is an integrated agreement.

13. Insurance

a. <u>Automobile Liability</u>

- (i) At all times during the performance of the work under this agreement, the Consultant shall maintain Automobile Liability Insurance for bodily injury and property damage including coverage for owned, non-owned and hired vehicles, in a form and with insurance companies acceptable to the Metro JPA.
- (ii) Coverage for automobile liability insurance shall be at least as broad as Insurance Services Office Form Number CA 0001 (ed. 12/93) covering automobile liability, Code 1 (any auto).
- (iii) The automobile liability program may utilize deductibles, but not a self-insured retention, subject to written approval by the Metro JPA.

c. Workers' Compensation

- (i) In the event Consultant has employees, at all times during the performance of Services under this Agreement, the Consultant shall maintain workers' compensation in compliance with applicable statutory requirements.
- (ii) Such insurance shall include an insurer's Waiver of Subrogation in favor of the Metro JPA and will be in a form and with insurance companies acceptable to the Metro JPA.
- (iii) If insurance is maintained, the workers' compensation program may utilize either deductibles or provide coverage excess of a self-insured retention, subject to written approval by the Metro JPA.
- (iv) Subject to the limitations set forth in subdivision (i) of this Section, before beginning work, the Consultant shall furnish to the Metro JPA satisfactory proof that he/she has taken out for the period covered by the work under this agreement, full compensation insurance for all persons employed directly by him/her or through subconsultants in carrying out the work contemplated under this agreement, all in accordance with the "Workers' Compensation and Insurance Act," Division IV or the Labor Code of the State of California and any acts amendatory thereof. Consultant shall require all subconsultants to obtain and maintain workers' compensation coverage of the same type and limits as specified in this Section.

d. Automobile Liability

(i) The following insurance limit is required for the Agreement:

Combined Single Limit

Automobile Liability

\$1,000,000 per occurrence for bodily injury and property damage

e. Evidence Required

Prior to execution of the agreement, the Consultant shall file with the Metro JPA evidence of insurance from an insurer or insurers certifying to the coverage of all insurance required herein. Such evidence shall include original copies of the ISO CG 2010 (or insurer's equivalent) signed by the insurer's representative and Certificate of Insurance (Acord Form 25-S or equivalent). All evidence of insurance shall be certified by a properly authorized officer, agent, or qualified representative of the insurer and shall certify the names of the insured, any additional primary insureds, where appropriate, the type and amount of the insurance, the location and operations to which the insurance applies, and the expiration date of such insurance.

f. Policy Provisions Required

- (i) All policies shall contain a provision for 30 days advance written notice by the insurer(s) to the Metro JPA of any cancellation. Statements that the carrier "will endeavor" and "that failure to mail such notice shall impose no obligation and liability upon the company, its agents or representatives," will not be acceptable on certificates.
- (ii) All policies shall contain a provision stating that the Consultant's policies are primary insurance and the insurance of the Metro JPA or any named insureds shall not be called upon to contribute to any loss. All policies shall also name the Metro JPA, the Board and each member of the Board, its officers, employees, agents and Metro JPA designated volunteers as Additional Insureds under the policy.

g. Qualifying Insurers

All policies required shall be issued by acceptable insurance companies, as determined by the Metro JPA, which satisfy the following minimum requirements: Insurance carriers shall be qualified to do business in California and maintain an agent for process within the state. Such insurance carrier shall have not less than an "A-" policyholder's rating and a financial rating of not less than "Class VII" according to the latest Best Key Rating Guide.

h. Additional Insurance Provisions

- (i) The foregoing requirements as to the types and limits of insurance coverage to be maintained by Consultant, and any approval of said insurance by the Metro JPA, is not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Consultant pursuant to this agreement, including but not limited to, the provisions concerning indemnification. Neither the Metro JPA nor the Board, nor any member of the Board, nor any of the directors, officers, employees, agents or volunteers shall be personally responsible for any liability arising under or by virtue of the Agreement.
- (ii) If at any time during the life of the agreement, the Consultant fails to maintain in full force any insurance required by the agreement documents, the Metro JPA may acquire the necessary insurance for the Consultant and deduct the cost thereof from the appropriate progress payments due the Consultant.
- (iii) The Consultant shall include all subconsultants as insureds under its policies or shall furnish separate certificates and endorsements for each subconsultant. All coverages for subconsultants shall be subject to all of the requirements stated herein.
- (iv) The Metro JPA may require the Consultant to provide complete copies of all insurance policies in effect for the duration of the Agreement.

14. Indemnification

Consultant agrees to protect, save, defend and hold harmless Metro JPA and its Board and each member of the Board, officers, agents and employees from any and all claims, liabilities, expenses or damages of any nature, including attorneys' fees, for injury or death or any person, or damage to property, or interference with use of property, including loss of use, arising out of or in any way connected with the negligent performance or willful misconduct under this agreement by Consultant, Consultant's agents, officers, employees, subconsultants, or independent consultants hired by Consultant. The only exception to Consultant's responsibility to protect, save, defend and hold harmless Metro JPA, is due to the sole negligence, willful misconduct or active negligence of Metro JPA. This hold harmless agreement shall apply to all liability regardless of whether any insurance policies are applicable. The policy limits does not act as a limitation upon the amount of indemnification to be provided by Consultant.

15. Laws, Venue, and Attorneys' Fees

This agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this agreement, the action shall be brought in a state or federal court situated in the County of San Diego, State of California. In the event of any such litigation between the parties, the prevailing party shall be entitled to recover all reasonable costs incurred, including reasonable attorney's fees, as determined by the court.

16. Termination or Abandonment

- a. Metro JPA has the right to terminate or abandon any portion or all of the work under this agreement by giving ten (10) calendar days written notice to Consultant. In such event, Metro JPA shall be immediately given title and possession to all original field notes, drawings and specifications, written reports and other documents produced or developed for that portion of the work completed and/or being abandoned. Metro JPA shall pay Consultant the reasonable value of services rendered for any portion of the work completed prior to termination. If said termination occurs prior to completion of any task for which a payment request has not been received, the charge for services performed during such task shall be the reasonable value of such services, based on an amount mutually agreed to by Metro JPA and Consultant of the portion of such task completed but not paid prior to said termination. Metro JPA shall not be liable for any costs other than the charges or portions thereof which are specified herein. Consultant shall not be entitled to payment for unperformed services, and shall not be entitled to damages or compensation for termination of work.
- b. Consultant may terminate its obligation to provide further services under this agreement upon thirty (30) calendar days' written notice to Metro JPA only in the event of substantial failure by Metro JPA to perform in accordance with the terms of this agreement through no fault of Consultant.

17. Notice

Any notice or instrument required to be given or delivered by this agreement may be given or delivered by depositing the same in any United States Post Office, certified mail, return receipt requested, postage prepaid, addressed to:

METRO JPA:

c/o City of Chula Vista 276 Fourth Avenue Chula Vista, CA 91910 **CONSULTANT:**

AR Consulting 1157 23rd Street, No 2 San Diego, CA 92102

Attn: Abel Rodriguez

Attn: Lori Anne Peoples

and shall be effective upon receipt thereof.

18. Data

Consultant shall be entitled to rely upon the accuracy of data and information provided by the Metro JPA without independent review or evaluation unless such review or evaluation is specified in the scope of services.

19. Third Party Rights

Nothing in this agreement shall be construed to give any rights or benefits to anyone other than the Metro JPA and the Consultant.

IN WITNESS WHEREOF, the parties have executed this agreement as of the date first written above.

METRO WASTEWATER JPA:

Henry Abarbanel

Chairperson

AR CONSULTING:

Abel Rodriguez

APPROVED AS TO FORM:

Paula C. P. de Sousa General Counsel

METRO WASTEWATER JPA

EXHIBIT A – Scope of Services & Schedule of Charges/Payments



September 3, 2008

This proposal is to provide web site maintenance services for **www.metrojpa.com** in accordance with the provisions hereof.

1. Commitments

- a) AR CONSULTING will make no commitments to suppliers, sub-contractors or any other outside parties on behalf of the client without prior written authorization by the Client.
- b) AR CONSULTING will not share, disclose or otherwise transmit and any data regarding the operation and functionality of the site to outside parties without the prior written authorization of the Client.
- c) AR CONSULTING will notify Client immediately of any breech, attack or unauthorized attempt to access Client website.

2. Scope of Services

- a) AR CONSULTING will continue to provide basic Search Engine Optimization (SEO) services to the current website.
- b) AR CONSULTING will provide client detailed traffic reports on a quarterly or monthly basis for the website.
- c) AR CONSULTING will upload all requested updates for: monthly news briefs, agenda information, general news updates and Metro JPA news items as requested. AR CONSULTING will also convert any of the listed items into PDF format upon the request of the client. All items submitted by client via electronic format to AR CONSULTING will be uploaded and available on the same business day.
- d) AR CONSULTING will ensure proper functionality and performance of current website.

3. Compensation

- a) AR CONSULTING will invoice client the sum of \$55 monthly of the services listed above. Invoices are payable Net 30 from the date billed.
- b) The 12-month hosting fee will be \$100. This fee assumes a similar level of service as the

current site. The current hosting contract will expire on November 11, 2008.

4. Additional Services

- a) AR CONSULTING will provide client with a written estimate for requested services outside the scope of this agreement.
- b) This agreement does not cover any fees regarding Domain Name Registration. The domain name for this site (www.metrojpa.com) is set to expire on December 06, 2008.
- c) The relationship of Client and AR CONSULTING is that solely of principal and agent.

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

THE FIRST AMENDMENT is made and entered into this 6th day of August 2009, by and between Metro Wastewater Joint Powers Authority (hereinafter referred to as the "Metro JPA"), a joint powers authority organized and operating pursuant to California Government Code section 6500 *et seq.*, and Abel Rodriguez, dba AR Consulting (hereinafter referred to as "Consultant").

RECITALS

- A. Whereas Metro JPA and Consultant did enter into an agreement for professional services (hereinafter referred to as "Agreement") on September 11, 2008 for Consultant to provide Website maintenance, and related services; and
- B. WHEREAS, Section 2 and Section 12 of the Agreement provide that the Agreement may be modified or altered by a writing signed by both parties; and
- C. WHEREAS, both Metro JPA and Consultant mutually desire to amend the Agreement to extend the time of performance;

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

- 1. Section 4 of the original Agreement is amended as necessary to extend the end date of Consultant services until September 11, 2010.
- 2. All other terms and conditions of the original Agreement shall remain in full force and effect.

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

METRO WASTEWATER JOINT POWERS AUTHORITY	AR CONSULTING
By: Ernest Il win	By: Abel Rodriguez

APPROVED AS TO FORM:

BEST BEST & KRIEGER LLP

By:

Paula C.P. de Sousa

General Counsel

Metro Wastewater Joint Powers

Authority

AGENDA ITEM 9 Attachment



MEMO

Date: August 12, 2010

To: Metro TAC

From: Metro Finance Committee

Re: 2010 Performance Audit of the Public Utilities Department (PUD) to be

conducted by the Office of the City Auditor (OCA) at the direction of

the Independent Rates Oversight Committee (IROC)

At the request of the IROC, funds have been budgeted (\$100,000) to conduct an external audit of the PUD in 2010 which focuses on departmental performance. This audit is to be led by IROC who will advise the Mayor and Chief Financial Officer about its scope. The OCA is considered an independent outside auditor because it was formed as such by a recent City Charter Amendment.

Therefore the OCA will conduct the audit and is currently developing a scope of work with input from the City's Management Team, PUD management, and the IROC. As the Metro Commission/JPA's representative to IROC, Augie Caires has been asked for his perspective and insights regarding the issues that should be included in the audit. To ensure a thorough response input should be developed after consideration by the TAC and the MC/JPA Board.

The scoping process has begun with discussions between IROC Subcommittees and the OCA over the past month. The OCA will dedicate about 1,100 audit hours to conduct a performance audit of water and wastewater issues of concern to IROC (preliminary list provided on page 2). OCA's methodology in conducting the audit will include an initial survey to identify high risk areas for the PUD. IROC and the OCA want to focus on challenges and risks that offer the greatest chance of audit success, which may come in the form of cost savings and/or operational efficiencies.

IROC and the OCA will finalize the scope of work at their September meeting, so any input that the Metro Commission/JPA/TAC wishes to provide will need to be formulated by early September. The Finance Committee is requesting TAC review the list below and the three items added by the Committee, and list those topics TAC is recommending for inclusion in the Performance Audit. Your list can be any length, but you might want to prioritize the top three or five topics.

LIST OF POTENTIAL ISSUES TO BE AUDITED (not in any particular order, some overlap exists):

- 1. Cost and benefits of the reclaimed water program
- 2. Impact of legal mandates on efficiency of wastewater system
- 3. Prioritization, control, and funding of mandated capital projects
- 4. Risk to ratepayers due to dependence on imported water
- 5. Conducting operations in an environmentally safe and cost-effective manner
- 6. Developing a plan for system vulnerability
- 7. Outreach to ratepayers
- 8. Overhead rates and inter-departmental charges
- 9. Capital outlay expenditures
- 10. Efficiency and business routines
- 11. CIP program oversight
- 12. Chemical purchases, uses and optimization
- 13. Treated water purchases and uses
- 14. Responsibility for trench repairs
- 15. Long-term planning and investment
- 16. Reducing reliance on purchased water
- 17. Water distribution system
- 18. Staffing levels and trends, and qualifications
- 19. Asset management
- 20. Alternative rate structure to promote conservation

Three additional topics recommended for consideration by the Finance Committee:

- 1. Allocation of costs between the Metro and Muni wastewater systems.
- 2. Audit the Bid to Goal Program every three to five years.
- 3. Cost of services vs. rate setting (i.e. how realistic are the rates vis a vis the cost of services provided).

Your recommendations will be placed on the September 2 Metro Commission/JPA agenda for consideration, with a final list to be forwarded to IROC. Thank you for your input.

AGENDA ITEM 10 Attachment

MetroTAC 2009/2010 Work Plan

MetroTAC Items	Description	Subcommittee Member(s)
Lateral Issues	Sewer laterals are owned by the property owners they serve, yet laterals often allow infiltration and roots to the main lines causing maintenance issues. As this is a common problem among PAs, the MetroTAC will gather statistics from national studies and develop solutions.	Tom Howard Joe Smith
Secondary Waiver COMPLETED	The City of San Diego received approval from the Coastal Commission and now the Waiver is being processed by the EPA. The new 5 year waiver to operate the Point Loma Wastewater Treatment Plant at advanced primary went into effect August 1, 2010.	Scott Huth
Advanced Water Purification Demonstration Project	San Diego engaged CDM to design/build/operate the project for the water repurification pilot program. The MetroTAC will monitor and participate in the process as it moves forward.	
Fiscal Items	The Finance committee will continue to monitor and report on the financial issues affecting the Metro System and the charges to the PAs. The debt finance and reserve coverage issues have been resolved. Refunds totaling \$12.3 million were sent to most of the PA's. The recycled water credits issue will be taken up starting in June 2010.	Greg Humora Scott Huth Doug Wilson Karyn Keese
Water Reduction - Impacts on Sewer Rates	The MetroTAC wants to evaluate the possible impact to sewer rates and options as water use goes down, and consequently the sewer flows go down, reducing sewer revenues. Sewer strengths are also increasing because of less water to dilute the waste. We are currently monitoring the effects of this.	David Scherer Manny Magaña Karyn Keese
"No Drugs Down the Drain"	The state has initiated a program to reduce pharmaceuticals entering the wastewater flows. To date there have been a number of collection events within the region. The MetroTAC, working in association with the Southern California Alliance of Publicly-owned Treatment Works (SCAP), will continue to monitor proposed legislation and develop educational tools to be used to further reduce the amount of drugs disposed of into the sanitary sewer system.	Greg Humora
Flushable Items that do not Degrade	Several PAs have problems with flushable products, such as personal wipes, that do not degrade and cause blockages. MetroTAC is investigating solutions by other agencies, and a public affairs campaign to raise awareness of the problems caused by flushable products. We are also working with SCAP in their efforts to help formulate state legislation to require manufacturers of products to meet certain criteria prior to labeling them as "flushable." Follow AB2256 and offer support.	David Scherer Dean Gipson
Grease Recycling	To reduce fats, oils, and grease (FOG) in the sewer systems, more and more restaurants are being required to collect and dispose of cooking grease. Companies exist that will collect the grease and turn it into energy. MetroTAC is exploring if a regional facility offers cost savings for the PAs. The PAs are also sharing information amongst each other for use in our individual programs.	David Scherer Dean Gipson
"Power Tariff"	Power companies are moving to a peak demand pricing scheme which negatively impacts PAs with pump stations and other high energy uses. MetroTAC wants to evaluate the new legislation and regulations, and to identify and implement cost savings efforts for the PAs.	Tom Howard Paula de Sousa

Date Printed: August 12, 2010

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MetroTAC Items	Description	Subcommittee Member(s)		
Recycled Water Study	As part of the secondary waiver process, San Diego agreed to perform a recycled water study within the Metro service area. That study is currently underway, and MetroTAC has representatives participating in the working groups. We will monitor progress and provide feedback as it relates to our individual agencies.	Scott Huth Dean Gipson		
Recycled Water Rate Study	San Diego is working on a rate study for pricing recycled water from the South Bay plant and the North City plant. MetroTAC, in addition to individual PAs, have been engaged in this process and have provided comments on drafts San Diego has produced. We are currently waiting for San Diego to promulgate a new draft which addresses the changes we have requested.	Karyn Keese		
Metro JPA Strategic Initiatives	MetroTAC to develop success measures for the JPA strategic initiatives and suggest a schedule to complete certain items	Scott Huth Dan Brogadir Dean Gipson		
Board Members '	Board Members' Items			
Rate Case Items	San Diego is starting the process for their next five-year rate case. As part of that process, MetroTAC and the Finance Committee will be monitoring the City's proposals as we move forward.			
Schedule E	MetroTAC and the Finance Committee are active and will monitor this process. Individual items related to Schedule E will come directly to the Board as they develop.			
Future bonding	MetroTAC and the Finance Committee are active and will monitor this process. Individual items related to bonding efforts will come directly to the Board as they develop.			
Changes in water legislation	MetroTAC and the Board should monitor and report on proposed and new legislation or changes in existing legislation that impact wastewater conveyance, treatment, and disposal, including recycled water issues			
Role of Metro JPA regarding Recycled Water	As plans for water reuse unfold and projects are identified, Metro JPA's role must be defined with respect to water reuse and impacts to the various regional sewer treatment and conveyance facilities			
Border Region	Impacts of sewer treatment and disposal along the international border should be monitored and reported to the Board. These issues would directly affect the South Bay plants on both sides of the border.			
IROC Performance Audits	Work with IROC to identify areas to be audited; participate in audit process	Augie Caries		

MetroTAC Participating Agencies Selection Panel Rotation

Agency	Representative	Selection Panel	Date Assigned
Padre Dam	Neal Brown	IRWMP – Props 50 & 84 Funds	2006
El Cajon	Dennis Davies	Old Rose Canyon Trunk Sewer Relocation	9/12/2007
La Mesa	Greg Humora	As-Needed Piping and Mechanical	11/2007
National City	Joe Smith	MBC Additional Storage Silos	02/2008
Otay Water District	Rod Posada	As-Needed Biological Services 2009-2011	02/2008
Poway	Tom Howard	Feasibility Study for Bond Offerings	02/2008
County of San Diego	Dan Brogadir	Strategic Business Plan Updates	02/2008
Coronado	Scott Huth	Strategic Business Plan Updates	09/2008
Coronado	Scott Huth	As-needed Financial, HR, Training	09/2008
PBS&J	Karyn Keese	As-needed Financial, Alternate HR, Training	09/2008
Otay Water District	Rod Posada	Interviews for Bulkhead Project at the PLWTP	01/2009
Del Mar	David Scherer	Biosolids Project	2009
Padre Dam	Neal Brown	Regional Advisory Committee	On-going
County of San Diego	Dan Brogadir	Large Dia. Pipeline Inspection/Assessment	10/2009
Chula Vista	Roberto Yano	Sewer Flow Monitoring Renewal Contract	12/2009
La Mesa	Greg Humora	Sewer Flow Monitoring Renewal Contract	12/2009
Poway	Tom Howard	Fire Alarm Panels Contract	12/2009
El Cajon	Dennis Davies	MBC Water System Improvements D/B	01/2010
Lemon Grove	Patrick Lund	MWWD Inventory Management Training	07/2010
Chula Vista	Roberto Yano	PUD Strategic Plan Update	08/2010
Del Mar	David Scherer	PUD Strategic Plan Update	08/2010
National City	Joe Smith		
Coronado	Scott Huth		
Otay Water District	Rod Posada		
Padre Dam	Al Lau		
County of San Diego	Dan Brogadir		
Chula Vista	Roberto Yano		
La Mesa	Greg Humora		
Poway	Tom Howard		
El Cajon	Dennis Davies		
Lemon Grove	Patrick Lund		
Chula Vista	Roberto Yano		
Del Mar	David Scherer		