



**REGULAR
Meeting of the Metro Commission
and Metro Wastewater JPA**

AGENDA

**Thursday, June 6, 2013
12:00 p.m.**

**9192 Topaz Way (MOC II) Auditorium
San Diego, California**

"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."

Note: Any member of the Public may address the Metro Commission/Metro Wastewater JPA on any Agenda Item. Please complete a Speaker Slip and submit it to the Administrative Assistant or Chairperson prior to the start of the meeting if possible, or in advance of the specific item being called. Comments are limited to three (3) minutes per individual.

Documentation
Included

1. ROLL CALL
2. PLEDGE OF ALLEGIANCE TO THE FLAG
3. PUBLIC COMMENT
Persons speaking during Public Comment may address the Metro Commission/ Metro Wastewater JPA on any subject matter within the jurisdiction of the Metro Commission and/or Metro Wastewater JPA that is not listed as an agenda item. Comments are limited to three (3) minutes. Please complete a Speaker Slip and submit it prior to the start of the meeting.
4. RECOGNITION OF FORMER COMMISSIONER AL OVROM AND CHAIRMAN ERNIE EWIN
- X 5. **ACTION** – CONSIDERATION AND POSSIBLE ACTION TO APPROVE THE MINUTES OF THE REGULAR MEETING OF [March 7, 2013](#) and the [Special Meeting of May 2, 2013](#) (**Attachments**)
- X 6. **ACTION** – CONSIDERATION AND POSSIBLE ACTION TO APPROVE THE METRO FYE 2014 O&M AND CIP BUDGET (Lee Ann Jones Santos) (**Attachment**)
- X 7. **ACTION** – CONSIDERATION AND POSSIBLE ACTION TO APPROVE 2013-2014 METRO WASTEWATER JPA BUDGET (**Attachment**)
- X 8. **ACTION** – CONSIDERATION AND POSSIBLE ACTION TO APPROVE ATKINS 2013-2014 CONTRACT (**Attachment**)

June 6, 2013

Metro Commission/Metro
Wastewater JPA Agenda

- X 9. **ACTION** – CONSIDERATION AND POSSIBLE ACTION TO APPROVE TREASURER 2013-2014 AMENDMENT TO CONTRACT (**Attachment**)
- X 10. **ACTION** – CONSIDERATION AND POSSIBLE ACTION TO APPROVE WEBMASTER 2013-2014 AMENDMENT TO CONTRACT (**Attachment**)
- X 11. **ACTION** – CONSIDERATION AND POSSIBLE ACTION TO APPROVE CITY OF SAN DIEGO 2013-2014 AMENDMENT TO CONTRACT (**Attachment**)
- X 12. **ACTION** – CONSIDERATION AND POSSIBLE ACTION TO APPROVE LORI ANNE PEOPLES 2013-2014 AMENDMENT TO CONTRACT (**Attachment**)
- 13. **INFORMATION** – CELEBRATING 50 YEARS SAN DIEGO METROPOLITAN SEWERAGE SYSTEM (Cheryl Lester)
- X 14. **INFORMATION** - STATUS REGARDING POINT LOMA WASTEWATER TREATMENT PLANT WAIVER BY SCOTT TULLOCH (**Attachment**)
- X 15. METRO TAC UPDATE/REPORT (**Attachment**)
- 16. IROC UPDATE
- X 17. FINANCE COMMITTEE
 a) 030713 Approved Minutes
- 18. REPORT OF GENERAL COUNSEL
- 19. PROPOSED AGENDA ITEMS FOR THE NEXT METRO COMMISSION/ METRO WASTEWATER JPA MEETING **August 1, 2013**
- 20. METRO COMMISSIONERS' AND JPA BOARD MEMBERS' COMMENTS
- 21. ADJOURNMENT OF METRO COMMISSION AND METRO WASTEWATER JPA

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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 by contacting L. Peoples at (619) 476-2557 during normal business hours.

***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 access, attend, and/or participate in the Metro Commission/Metro Wastewater JPA meetings, contact E. Patino at (858) 292.6321, at least forty-eight hours in advance of the meetings.

AGENDA ITEM 5

Attachment



**Regular Meeting of the Metro Commission
and Metro Wastewater JPA**

**9192 Topaz Way (MOC II) Auditorium
San Diego, California**

**March 7, 2013
DRAFT Minutes**

Chairman Ewin called the meeting to order at 12:00 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	Cheryl Cox	X	Rick Hopkins
City of Coronado	Barbara Denny	X	Ed Walton
City of Del Mar	Sherryl Parks	X	Eric Minicilli
City of El Cajon	Bill Wells	X	Dennis Davies
City of Imperial Beach	Ed Spriggs	X	
City of La Mesa	Art Madrid	X	
Lemon Grove Sanitation District	Jerry Jones	X	
City of National City	Louis Natividad	X	Joe Smith
City of Poway	John Mullin	X	Leah Browder
City of San Diego	Jerry Sanders		Roger Bailey
County of San Diego	Dianne Jacob		Daniel Brogadir
Otay Water District	Jose Lopez	X	
Padre Dam MWD	Jim Peasley	X	
Metro TAC Chair	Greg Humora	X	
IROC Chair	Gayle Welch		

Others present: Metro JPA General Counsel Paula de Sousa; Metro JPA Secretary Lori Anne Peoples; Karyn Keese – Atkins Global; Robert Yano – City of Chula Vista; Bob Kennedy – Otay Water District; Karen Jassoy and Al Lau – Padre Dam Municipal Water District; Lee Ann Jones-Santos, Cheryl Lester, Peggy Merino, Edgar Patino, Ann Sasaki, Tom Alspaugh, Tung Phung and Matt Helm - City of San Diego Public Utilities; Tom Zeleny – City Attorney City of San Diego

2. PLEDGE OF ALLEGIANCE TO THE FLAG

Commissioner Denny led the Pledge.

3. PUBLIC COMMENT

None.

**4. ACTION - CONSIDERATION AND POSSIBLE ACTION TO APPROVE THE MINUTES OF THE
REGULAR MEETING OF JANUARY 10, 2013**

ACTION: Upon motion by Vice-Chair Jones, seconded by Commissioner Lopez, the January 10, 2013 the Minutes were approved unanimously.

Chair Cox requested Item 10 be heard at this time.

**5. ACTION - CONSIDERATION AND POSSIBLE ACTION TO APPROVE GENERATORS FOR
EMERGENCY BACKUP POWER AT VARIOUS FACILITIES (Tom Alspaugh)**

Tom Alspaugh, Sr. Energy Engineer, provided a brief Power Point presentation and verbal overview of the report. MetroTAC Chair Humora stated that they too had heard the presentation and recommended approval.

ACTION: Upon motion by Commissioner Peasley, seconded by Vice-Chair Jones, the item was approved with Commissioner Mullin abstaining.

6. PRESENTATION – METRO CAPITAL IMPROVEMENT PROGRAM AND FUNDING SOURCES
(Tung Phung)

Mr. Phung made a brief presentation on the program and funding sources.

7. PRESENTATION – PERFORMANCE AUDIT OF THE PUBLIC UTILITIES DEPARTMENT'S CHEMICAL PURCHASES (Matt Helm)

Matt Helm provided a brief Power Point presentation covering FY 2009-2012 during which time PUD spent approximately \$16 million per year on chemical purchases. The two principal groups involved in purchases are PUD which decides what needs to be purchased and Purchasing & Contracting which oversees the process. The first finding had to do with market practices; process issues involving tracking and availability of certain chemicals and procedural as to how the contracts were handled. The second finding had to do with the inspection of the chemical storage facility. Recommendations were made and are being implemented. These recommendations will be followed up on and reported out in April.

8. ACTION – CONSIDERATION AND POSSIBLE ACTION TO APPROVE APPOINTMENT BY CHAIR COX OF MEMBER LOPEZ TO THE JPA FINANCE COMMITTEE TO REPLACE MEMBER SPRIGGS

Chair Cox thanked Commissioner Spriggs for his past service on the JPA Finance Committee.

ACTION: Upon motion by Chair Cox, seconded by Vice-Chair Jones, Commissioner Lopez was unanimously appointed to serve on the JPA Finance Committee.

9. ACTION – CONSIDERATION AND POSSIBLE ACTION TO APPROVE APPOINTMENT BY CHAIR COX OF MEMBER PEASLEY TO REPRESENT THE JPA AT THE CITY OF SAN DIEGO STRATEGIC PLANNING WORKSHOP PROCESS

ACTION: Upon motion by Chair Cox, seconded by Vice-Chair Jones, Commissioner Peasley was unanimously appointed to represent the JPA at the City of San Diego Strategic Planning Workshop Process.

Item 10 was heard after Item 4

10. METRO JPA MID-YEAR FINANCIALS (Karen Jassoy/Karyn Keese)

Metro JPA Treasurer Jassoy provided a brief verbal overview of the Treasurers Report for 6 months ending December 31, 2012 which included the Treasurers Report, Balance Sheet, Profit and Loss Budget vs. Actual, Statement of Cash Flow, A/R Aging Summary and the Vendor Balance Summary.

ACTION: Upon motion by Commissioner Natividad, seconded by Commissioner Peasley, the Metro JPA Mid-Year Financials were approved unanimously.

11. METRO TAC UPDATE

MetroTAC Chair Humora stated that Bob Kennedy had attended the IRWMP meeting as an official member and will be at the table looking for money for the PA's.

He then requested City of San Diego Public Utilities Director Bailey provide an update on the status of the Waiver process. Mr. Bailey stated that he had appointed an internal team of department staff which he is heading up to establish facts on Pt. Loma and IPR. The goal is to come up with an internal position on which to brief the new Mayor. They want to come up with a

unified position within the department and then the goal is to engage the JPA and ensure the partnership in the process along with other external stakeholders. The first meeting was held one week ago, another will be held within a month. After they brief the Mayor, his goal is to get back with the JPA for discussion on how to move forward.

MetroTAC Chair Humora then stated that the MetroTAC Work Plan was attached to the agenda for their viewing pleasure inclusive of items being worked on and updates.

12. IROC UPDATE

IROC Chair Gail Welch stated that last Wednesday she had presented the Annual Report 15 key recommendations to the NR&C Committee and the report was well received. There were 3 Subcommittees (Finance/Infrastructure and Operations and the Outreach and Communications) who were all working on the FY 2014 work plan to be presented to the NR&C in April and as well as recommendations for performance audits to be conducted by the OCA. There will be a special IROC meeting Monday March 11th to review in detail the revenue and expenditure assumptions going into the departments next cost of service study and everyone was invited to attend. Lastly, she stated there was a meeting set up with the Mayor for this afternoon. Their next full meeting will be March 18.

13. FINANCE COMMITTEE

Ms. Keese, Financial/Engineering Consultant with Atkins Global, provided a brief financial update and welcomed Commissioner Lopez as a member of the team. She stated the Finance Committee would be meeting this month as the audit report on the 2010 audit was complete and the outside auditors will be presenting it to TAC followed by the Finance Committee and finally to the JPA. Additionally, she reported that she had attended the IROC meeting due to two important financial issues on the agenda and Lee Ann Jones-Santos provided a presentation on Finance 101 which was very informative and will be provided to the MetroTAC and Finance Committee. The Finance Committee meeting will be held March 27, at 8:30 a.m. at Atkins and breakfast will be provided.

14. REPORT OF GENERAL COUNSEL

General Counsel de Sousa reminded everyone that now was the time to file their Conflict of Interest form 700's with Secretary Peoples and that the reporting area was broader (countywide) than their individual (city) jurisdiction filings. Secretary Peoples noted those representatives required to file two forms, one for the Metro Commission/Metro JPA and one for SANDIST.

15. PROPOSED AGENDA ITEMS FOR THE NEXT METRO COMMISSION/METRO WASTEWATER JPA MEETING APRIL 4, 2013

There were none specifically noted.

16. METRO COMMISSIONERS' AND JPA BOARD MEMBERS' COMMENTS

Commissioner Spriggs stated that it had been a pleasure serving on the Finance Committee, however other Council assignments forced his stepping down.

Commissioner Madrid stated he was looking forward to working with everyone.

Commissioner Lopez stated he was looking forward to serving on the Finance Committee.

17. ADJOURNMENT

At 12:59 p.m., there being no further business, Chairwoman Cox declared the meeting adjourned.

Recording Secretary



**Special Meeting of the Metro Commission
and Metro Wastewater JPA**

**Pt. Loma Wastewater Treatment Plant
Operations Building & Visitor Center
10267 Gatchell Road
San Diego, California**

**MAY 2, 2013
DRAFT Minutes**

Chairman Cox called the Special meeting to order at 10:00 a.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	Cheryl Cox	X	Rick Hopkins
City of Coronado	Barbara Denny	X	Ed Walton
City of Del Mar	Sherryl Parks	X	Eric Minicilli
City of El Cajon	Bill Wells	X	Dennis Davies
City of Imperial Beach	Ed Spriggs	X	
City of La Mesa	Art Madrid	X	
Lemon Grove Sanitation District	Jerry Jones	X	
City of National City	Louis Natividad	X	Joe Smith
City of Poway	John Mullin	X	Leah Browder
City of San Diego	Jerry Sanders		Roger Bailey
County of San Diego	Dianne Jacob		Daniel Brogadir
Otay Water District	Jose Lopez	X	
Padre Dam MWD	Jim Peasley	X	
Metro TAC Chair	Greg Humora	X	
IROC Chair	Gayle Welch		

Others present: Metro JPA General Counsel Paula de Sousa and Brooke Miller of BBK Law; Metro JPA Secretary Lori Anne Peoples; Karyn Keese – Atkins Global; Robert Yano – City of Chula Vista; Bob Kennedy – Otay Water District; Karen Jassoy and Al Lau – Padre Dam Municipal Water District; Lee Ann Jones-Santos, Cheryl Lester, Peggy Merino, Edgar Patino, Ann Sasaki

2. METRO COMMISSIONERS/METRO WASTEWATER JPA ORIENTATION FOR MEMBERS AND ALTERNATES

The attached agenda outline was followed for the meeting with presentations following the binder provided to all members/alternates.

3. TOUR OF PT. LOMA TREATMENT PLANT

4. ADJOURNMENT OF THE METRO COMMISSION AND METRO WASTEWATER JPA TO THE NEXT REGULAR MEETING ON JUNE 6, 2013 AT 12:00 P.M. AT MOC II

At 12:59 p.m., there being no further business, Chairwoman Cox declared the meeting adjourned.

Recording Secretary



**SPECIAL
Meeting of the Metro Commission
and Metro Wastewater JPA**

AGENDA

**Thursday, May 2, 2013
10:00 a.m.**

**Pt. Loma Wastewater Treatment Plant
Operations Building & Visitor Center
10267 Gatchell Road
San Diego, California**

"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."

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Documentation
Included

- A CONTINENTAL BREAKFAST (Immediately upon arrival)
- B ROLL CALL
- C WELCOME & INTRODUCTIONS (Chair Cox)
- D HOUSEKEEPING (Updates....)
- E ORIENTATION TRAINING FOR MEMBERS AND ALTERNATES (Overview of Binder)
(10:30 a.m. -11:30 a.m.)

(Binder Item 7, 1, 2 & 3 will be presented here)
 - 1. BRIEF HISTORY OF THE REGIONAL WASTEWATER DISPOSAL AGREEMENT, METRO COMMISSION & METRO WASTEWATER JPA & SAN DIEGO AREA WASTEWATER MANAGEMENT DISTRICT (SANDIST) (Paula)
 - 2. METRO WASTEWATER JPA AGREEMENT & BYLAWS (Paula)
 - 3. METRO JPA COMMISSIONER - COMMITTEE INVOLVEMENT (Paula)
 - 4. METRO JPA STRATEGIC PLAN (Greg)

May 2, 2013

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5. METRO TAC OVERVIEW & WAIVER OVERVIEW (Greg) (Scott Tulloch)
 6. ATKINS GLOBAL – METRO COMMISSION & METRO WASTEWATER JPA BUDGET & FINANCES (Karyn)
 7. REGIONAL WASTEWATER DISPOSAL AGREEMENT (to be heard prior to 1, 2 & 3) (Paula)
 8. METRO WASTEWATER FACILITIES (Tour of Pt. Loma to follow meeting)
 9. CITY OF SAN DIEGO PUBLIC UTILITIES DEPARTMENT STRATEGIC BUSINESS PLAN (John Gavares)
 10. POLICIES, PROCEDURES & PROTOCOL (Karyn)
 11. FORMS (Lori)
 12. AGENDAS, MINUTES, What ever you want to use this section for.....
- F METRO COMMISSIONERS' AND ALTERNATES' QUESTIONS & COMMENTS
- G LUNCH (11:30 a.m. – 12:00 p.m.)
- H PT. LOMA TREATMENT PLANT TOUR (12:00 p.m. – 2:00 p.m.) (David Huntamer, Cheryl Lester, KC Shannkles)
- I ADJOURNMENT OF METRO COMMISSION AND METRO WASTEWATER JPA TO THE NEXT REGULAR MEETING ON JUNE 6, 2013 AT 12:00 P.M. AT MOC II

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May 2, 2013

Metro Commission/Metro
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AGENDA ITEM 6

Attachment



2014
PROPOSED BUDGET



City of San Diego
MAYOR BOB FILNER

Public Utilities Department Metro Fund

May 29, 2013



Fiscal Year 2014 Proposed Budget

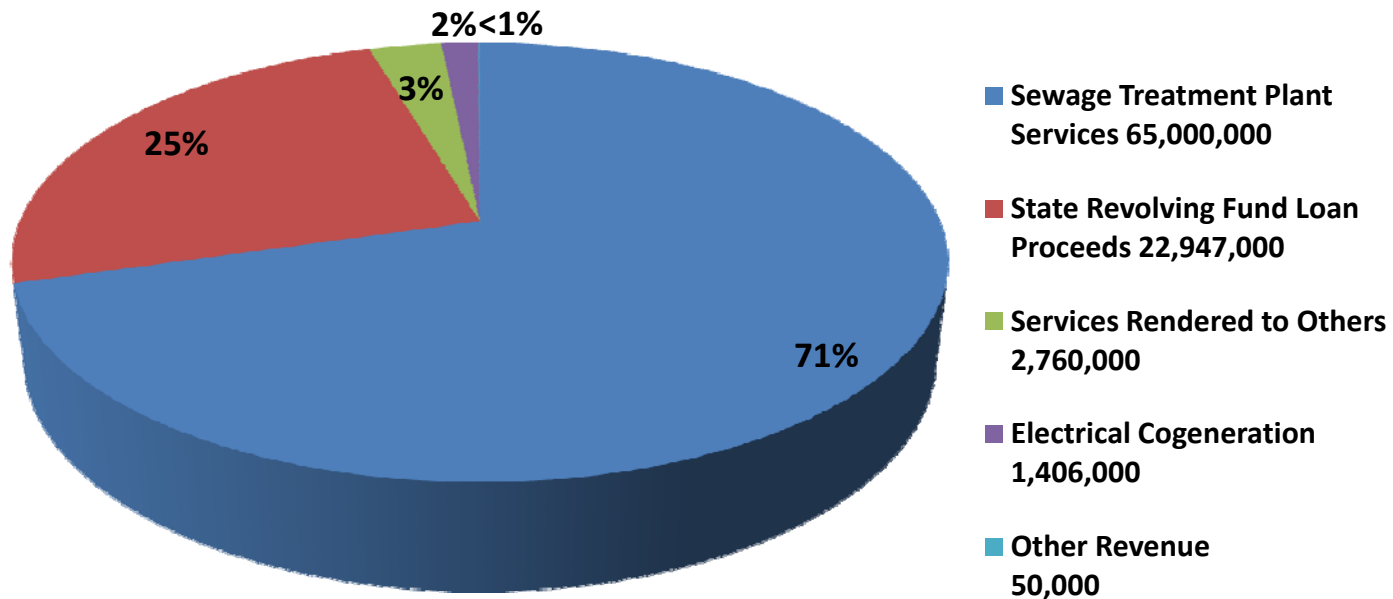
Non-General Fund Department Summary

Non-General Fund	FY 2013		FY 2014		Change from FY 2013	
	FTE	Adopted Budget	FTE	Proposed Budget	FTE	Adopted Budget
Metropolitan Sewer Utility Fund	450.89	\$216,332,977	447.01	\$204,501,167	(3.88)	(\$11,831,810)
Total	450.89	\$216,332,977	447.01	\$204,501,167	(3.88)	(\$11,831,810)



Metro Fund Revenue

Total FY 2014 Budget \$92,163,000





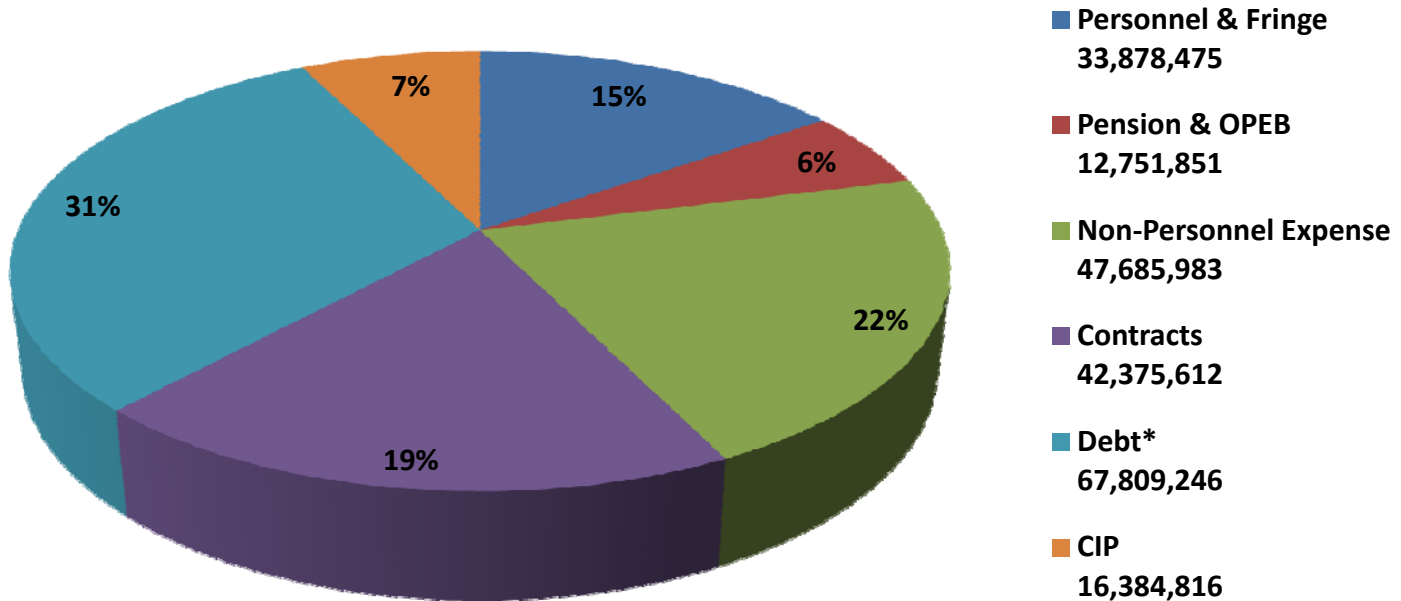
Metro Fund Revenue 3-Year Budget vs Actuals

METRO FUND REVENUES	FY2012 Budget	FY2012 Actuals	FY2013 Budget	FY2013 Projected	FY2014 Proposed
Bond Proceeds	1,722,000	1,403,194	-	-	-
Electrical Cogeneration	1,250,000	1,874,384	1,250,000	1,480,000	1,406,000
Grants Receipts	-	-	80,000	113,000	-
Other Revenue	130,000	277,217	383,992	370,100	50,000
Services Rendered To Others	2,527,000	2,416,234	2,120,000	2,770,000	2,760,000
Sewage Treatment Plant Services	65,709,000	67,926,962	65,000,000	65,000,000	65,000,000
State Revolving Fund Loan Proceeds	8,800,000	8,307,695	9,800,000	9,205,000	22,947,000
TOTAL	80,138,000	82,205,687	78,633,992	78,938,100	92,163,000



Metro Fund Expenditures

Total FY 2014 Budget \$220,885,983



Debt includes SRF Loan Payments

May 29, 2013

Public Utilities Department



Metro Fund 3-Year Budget vs Actuals

Metro Fund	FY2012 Budget	FY2012 Actuals	FY2013 Budget	FY2013 Projected	FY2014 Proposed
Personnel Expense	43,637,097	46,353,652	45,043,695	42,620,980	46,630,326
Non-Personnel Expense	158,411,114	141,519,772	171,289,282	135,316,504	157,870,841
Total	202,048,211	187,873,424	216,332,977	177,937,484	204,501,167



Wastewater 3-Year Budget vs Actuals (cont.)

Metro Fund	FY2012 Budget	FY2012 Actuals	FY2013 Budget	FY2013 Projected	FY2014 Proposed
Personnel Cost	27,608,932	27,753,498	27,909,909	27,343,283	27,546,855
Fringe Benefits	16,028,165	18,600,155	17,133,786	15,277,697	19,083,471
Supplies	22,593,140	30,347,523	22,842,154	20,919,260	20,390,282
Contracts	37,493,766	28,282,502	45,798,147	34,897,769	42,375,612
Information Tech	5,967,374	7,104,351	7,563,241	5,654,511	6,698,956
Energy & Utilites	15,183,394	12,446,029	15,613,172	13,006,861	13,790,648
Other	570,651	716,838	628,593	608,027	1,007,624
Operating Contingency	844,478	-	554,809	-	-
Transfers Out	1,266,452	1,175,152	1,033,984	1,011,918	1,051,496
Capital Expenditure	1,103,977	868,636	1,486,977	1,000,469	1,246,977
Debt	69,887,882	60,578,741	72,268,205	58,217,689	67,809,246
Appropriated Reserve	3,500,000	-	3,500,000	-	3,500,000
Total	202,048,211	187,873,424	216,332,977	177,937,484	204,501,167



Metro Fund Variance Analysis

Metro Fund	FY2013 Budget	FY2014 Proposed	Variance
Personnel Cost	27,909,909	27,546,855	(363,054)
Fringe Benefits	17,133,786	19,083,471	1,949,685
Supplies	22,842,154	20,390,282	(2,451,872)
Contracts	45,798,147	42,375,612	(3,422,535)
Information Tech	7,563,241	6,698,956	(864,285)
Energy & Utilities	15,613,172	13,790,648	(1,822,524)
Other	628,593	1,007,624	379,031
Operating Contingency	554,809	-	(554,809)
Transfers Out	1,033,984	1,051,496	17,512
Capital Expenditure	1,486,977	1,246,977	(240,000)
Debt	72,268,205	67,809,246	(4,458,959)
Appropriation Reserve	3,500,000	3,500,000	-
Total	216,332,977	204,501,167	(11,831,810)



Supplies

<i>Supplies Description</i>	<i>FY2014 Proposed</i>
Chemicals	14,434,467
Other Machine Parts	2,333,172
Electrical Materials	1,124,040
Chem, Lab, Medical Supplies	735,751

- Total FY14 Supplies Budget = \$20,390,282



Contracts

<i>Contracts Description</i>	<i>FY2014 Proposed</i>
Maintenance- Buildings, Roads, Equipment	11,589,314
Miscellaneous Professional/Technical Svcs	11,176,598
Loan Repayments	6,895,602
General Government Services Billing	4,511,319
Contractual Services - Other Agencies	3,804,460
Insurance-Fire	3,032,975

- Total FY14 Contracts Budget = \$49,271,214



Information Technology

Information Technology Description	FY2014 Proposed Budget
SAP Support Allocation	1,396,644
Voice/Data Network	1,121,594
IT Application Services	883,070
Investment Projects-Labor	739,075
Enhancements-Labor - Discretionary	607,788
Data Center	565,780
Hardware/Software - Discretionary	562,716
Computer Maintenance/Contracts	258,472
Professional IT Services	219,678
Help Desk and Desktop Support	192,010
Network Access - Discretionary	152,129

- Total FY14 Information Technology Budget = \$6,698,956



Energy & Utilities

<i>Energy & Utilities Description</i>	<i>FY2014 Proposed Budget</i>
Electric Services	10,751,678
Gas Services	1,531,104
Water Serv-Incl Hydr Rent	990,095

- Total FY14 Energy & Utilities Budget = \$13,790,648



Capital Expenditures

<i>Capital Expenditures Description</i>	<i>FY2014 Proposed Budget</i>
Cap Exp-Equipment	1,200,763
Cap Exp-Vehicles	46,214

- Total FY14 Capital Expenditures Budget = \$1,246,977



Transfers Out / Other / Debt Expenditures

<i>Transfers Out, Other, Debt Expenditure</i>	<i>FY2014 Proposed Budget</i>
Transfer of Cash - Bond Interest Payment	30,695,439
Transfer of Cash - Bond Principal Payment	30,202,950
Information Technology Services Transfer	901,584
Interfund Environmental Services	610,745
Transfer Out	249,395
SanGIS-Citywide	100,588
Enterprise GIS - Fixed	90,768
Transportation Allowance	72,540
Taxes-Assessments	33,500
Energy Efficiency Project Pmts - Principal	12,183
Energy Efficiency Project Pmts - Interest	3,072

- Total FY14 Transfers Out, Other Expenditures, Debt Budget = \$62,972,764



Capital Improvement Program

Metro

Parent WBS	Project ID	Project Name	FY 14 EST EXP
ABO00001	ABO00001	Metro Treatment Plants	\$ 1,500,000
S00310	S00310	SBWRP Demineralization	\$ 2,656,294
S00312	S00312	PS2 Power Reliability & Surge Protection	\$ 351,719
S00315	S00315	PLWWTP Grit Processing (GIP)	\$ 6,162,221
S00323	S00323	MBC ODOR CONTROL FACILITY UPGRADES	\$ 1,022,262
S00339	S00339	MBC DEWTRING CNTRFGS RPLMT (SA)JO#141590	\$ 3,454,160
S14000	S14000	EAM ERP Implementation (Metro)	\$ 1,238,160
		TOTAL METRO	\$ 16,384,816

	FY2012	FY 2012	FY2013	FY2013	FY2014
Metro	Budget	Actual	Budget	Projected	Proposed
	\$ 9,994,557	\$ 16,232,190	\$ 26,516,895	\$ 22,748,898	\$ 16,384,816



Questions?

AGENDA ITEM 7

Attachment

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

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

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

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

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

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

AGENDA ITEM 8

Attachment

**METRO JPA/TAC
Staff Report**

May 29, 2013

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

Requested Action: Approve FYE 2014 Contract

Recommendations:

Metro TAC:	Approved June 15, 2013
IROC:	N/A
Prior Actions: (Committee/Commission, Date, Result)	Approved by Metro Finance Committee, June 29, 2013

Fiscal Impact:

Is this projected budgeted?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Cost breakdown between Metro & Muni:	100% JPA
Financial impact of this issue on the Metro JPA:	\$129,192

Capital Improvement Program: N/A

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

Comments/Analysis:

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

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

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

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

Previous TAC/JPA Action:

Additional/Future Action:

City Council Action: N/A

Atkins North America
Projected FYE 2013 and Proposed FYE 2014 Budget

FYE2013				FYE 2014 Budget		
	FYE 2013 Budget	FYE 2013 Projected Year-End	Difference		FYE 2014 Budget	Difference From 2013
1000 Routine Support Services Support Metro TAC Attend Metro Commission Support Metro Finance	\$ 30,040.00	\$ 30,040.00	\$ -	1000 Routine Support Services Support Metro TAC Attend Metro Commission Support Metro Finance	\$ 30,040.00	\$ -
2000 2010 & 11 Exhibit E Audit Review Audit Scope Entrance/Exit Conference Interim Work Meetings Review Draft & Final Numbers Special Audit Projects Prepare Report/Presentation Present Metro TAC/Metro Com.	\$ 26,600.00	\$ 26,600.00	\$ -	2000 2011,2012, 2013 Audits Review & Edit Audit Scope Entrance/Exit Conference Interim Work Meetings Review Draft & Final Numbers Special Audit Projects Prepare Report/Presentation Present Metro TAC/Metro Com.	\$ 26,600.00	\$ -
3000 Budget Review	\$ 9,120.00	\$ 1,500.00	\$ (7,620.00)	3000 Budget & CIP Review	\$ 6,080.00	\$ (3,040.00)
4000 Special Projects				4000 Special Projects		
4001 General Metro TAC Support	\$ 14,080.00	\$ 20,000.00	\$ 5,920.00	4001 General Metro TAC Support	\$ 14,080.00	\$ -
4002 Rate Case & Rate Case Audit	\$ 7,600.00	\$ 4,800.00	\$ (2,800.00)	4002 Rate Case & Rate Case Audit	\$ 8,740.00	\$ 1,140.00
4003 Resolve Reclaimed Issues	\$ 8,740.00	\$ 1,000.00	\$ (7,740.00)	4003 Resolve Reclaimed Issues	\$ 8,740.00	\$ -
4004 Reclaimed Water Pricing Study	\$ 7,600.00	\$ 5,000.00	\$ (2,600.00)	4004 Reclaimed Water Pricing Study	\$ 7,600.00	\$ -
4005 Reclaimed Cost Allocations	\$ 9,500.00	\$ 5,000.00	\$ (4,500.00)	4005 Reclaimed Cost Allocations	\$ 11,400.00	\$ 1,900.00
5000 Engineering Support	\$ 15,200.00	\$ 4,200.00	\$ (11,000.00)	5000 Engineering Support	\$ 15,150.00	\$ (50.00)
Direct Expenses	\$ 712.00	\$ 4,882.22	\$ 4,170.22	Direct Expenses	\$ 762.00	\$ 50.00
Total	\$ 129,192.00	\$ 98,022.22	\$ (31,169.78)	Total	\$ 129,192.00	\$ -

**AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN METRO WASTEWATER JOINT POWERS AUTHORITY
AND ATKINS NORTH AMERICA, INC.**

This agreement ("Agreement") is made and entered into as of _____, 2013, by and between the METRO WASTEWATER JOINT POWERS AUTHORITY (hereinafter referred to as the "Metro JPA"), a joint powers authority organized and operating pursuant to California Government Code section 6500 *et seq.*, and ATKINS NORTH AMERICA, INC. (hereinafter referred to as "Consultant"). Metro JPA and Consultant are sometimes referred to individually as "Party" and collectively as "Parties."

RECITALS

A. The Metro JPA would like to retain the services of Consultant to provide as-needed technical, financial and administrative support services as set forth in more detail herein for the fiscal year of 2013-14.

B. Consultant is duly licensed and has the necessary qualifications to provide such services.

C. The Parties desire by this Agreement to establish the terms for Metro JPA to retain Consultant to provide the services described herein.

AGREEMENT

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. **Services.**

Consultant shall provide the Metro JPA with the services described in the Scope of Services attached hereto as Exhibit "A" and incorporated herein ("Services").

2. **Compensation.**

a. Subject to paragraph 2(b) below, the Metro JPA shall pay for such services in accordance with the Schedule of Charges set forth in Exhibit "B," attached hereto and incorporated herein by reference.

b. In no event shall the total amount paid for services rendered by Consultant pursuant to Exhibits "A" and "B" exceed the sum of \$129,192.00] for fiscal year 2013-14. Periodic payments shall be made within thirty (30) days of receipt of a statement for services rendered. Payments to Consultant for work performed will be made on a monthly billing basis.

3. Additional Work.

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

4. Maintenance of Records.

Books, documents, papers, accounting records, and other evidence pertaining to costs incurred shall be maintained by Consultant and made available at all reasonable times during the Agreement period and for four (4) years from the date of final payment under the Agreement for inspection by Metro JPA. Consultant shall obtain the written consent of Metro JPA prior to destroying any such records or any work product prepared by Consultant as a result of the Services provided under this Agreement.

5. Time of Performance; Term.

Consultant shall commence and perform its services in a prompt and timely manner upon execution of this Agreement. This Agreement shall terminate on June 30, 2014, unless otherwise extended by a written amendment signed by both Parties.

6. Delays in Performance.

Neither Metro JPA nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing Party. For purposes of this Agreement, such circumstances include but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war; riots and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; and sabotage or judicial restraint.

Should such circumstances occur, the non-performing Party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

7. Compliance with Law.

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

8. Standard of Care

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

9. Assignment and Subconsultant

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

10. Independent Consultant

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

11. Integration

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

12. Insurance

a. Commercial General Liability

(i) The Consultant shall take out and maintain, during the performance of all work under this Agreement, Commercial General Liability Insurance, in a form and with insurance companies acceptable to the Metro JPA.

(ii) Coverage for Commercial General Liability insurance shall be at least as broad as the following:

(1) Insurance Services Office Commercial General Liability coverage (Occurrence Form CG 0001)

(iii) Commercial General Liability Insurance must include coverage for the following:

- (1) Bodily Injury and Property Damage
- (2) Personal Injury/Advertising Injury

- (3) Premises/Operations Liability
- (4) Products/Completed Operations Liability
- (5) Aggregate Limits that Apply
- (6) Contractual Liability with respect to this Agreement
- (7) Broad Form Property Damage
- (8) Independent Consultants Coverage

(iv) All such policies shall name the Metro JPA, the Board and each member of the Board, its officers, employees, agents and Metro JPA designated volunteers as Additional Insureds under the policy.

(v) The general liability program may utilize either deductibles or provide coverage excess of a self-insured retention, subject to written approval by the Metro JPA.

b. Automobile Liability

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

(ii) Coverage for automobile liability insurance shall be at least as broad as Insurance Services Office Form Number CA 0001 (ed. 12/93) covering automobile liability, Code 1 (any auto).

(iii) The automobile liability program may utilize deductibles, but not a self-insured retention, subject to written approval by the Metro JPA.

(iv) All such policies shall name the Metro JPA, the Board and each member of the Board, its officers, employees, agents and Metro JPA designated volunteers as Additional Insureds under the policies.

c. Workers' Compensation/Employer's Liability

(i) At all times during the performance of Services under this Agreement, the Consultant shall maintain workers' compensation in compliance with applicable statutory requirements and Employer's Liability Coverage in amounts indicated herein.

(ii) Such insurance shall include an insurer's Waiver of Subrogation in favor of the Metro JPA and will be in a form and with insurance companies acceptable to the Metro JPA.

(iii) If insurance is maintained, the workers' compensation and employer's liability program may utilize either deductibles or provide coverage excess of a self-insured retention, subject to written approval by the Metro JPA.

(iv) Before beginning work, the Consultant shall furnish to the Metro JPA satisfactory proof that he/she has taken out for the period covered by the work under this Agreement, full compensation insurance for all persons employed directly by him/her or through subconsultants in carrying out the work contemplated under this Agreement, all in accordance with the "Workers' Compensation and Insurance Act," Division IV or the Labor Code of the State of California and any acts amendatory thereof. Consultant shall require all subconsultants to obtain and maintain workers' compensation coverage of the same type and limits as specified in this section.

d. Professional Liability (Errors and Omissions)

At all times during the performance of the work under this Agreement the Consultant shall maintain professional liability insurance, in a form and with insurance companies acceptable to Metro JPA and in an amount indicated herein.

e. Public Liability, Property Damage, Automobile Liability, Employer's Liability, and Professional Liability (Errors and Omissions)

(i) The following insurance limits are required for the Agreement:

Combined Single Limit

Commercial General Liability	\$1,000,000 per occurrence/ \$2,000,000 aggregate for bodily injury, personal injury, and property damage
Automobile Liability	\$1,000,000 per occurrence for bodily injury and property damage
Employer's Liability	\$1,000,000 per occurrence
Professional Liability	\$1,000,000 per claim and aggregate (errors and omissions)

f. Evidence Required

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

g. Policy Provisions Required

(i) All policies shall contain a provision for 30 days advance written notice by the insurer(s) to the Metro JPA of any cancellation. Statements that the carrier "will

endeavor” and “that failure to mail such notice shall impose no obligation and liability upon the company, its agents or representatives,” will not be acceptable on certificates.

(ii) All policies shall contain a provision stating that the Consultant’s policies are primary insurance and the insurance of the Metro JPA or any named insureds shall not be called upon to contribute to any loss.

h. Qualifying Insurers

(i) All policies required shall be issued by acceptable insurance companies, as determined by the Metro JPA, which satisfy the following minimum requirements:

(ii) Insurance carriers shall be qualified to do business in California and maintain an agent for process within the state. Such insurance carrier shall have not less than an “A-” policyholder’s rating and a financial rating of not less than “Class VII” according to the latest Best Key Rating Guide.

i. Additional Insurance Provisions

(i) The foregoing requirements as to the types and limits of insurance coverage to be maintained by Consultant, and any approval of said insurance by the Metro JPA, is not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Consultant pursuant to this Agreement, including but not limited to, the provisions concerning indemnification. Neither the Metro JPA nor the Board, nor any member of the Board, nor any of the directors, officers, employees, agents or volunteers shall be personally responsible for any liability arising under or by virtue of the Agreement.

(ii) If at any time during the life of the Agreement, the Consultant fails to maintain in full force any insurance required by the Agreement documents, the Metro JPA may acquire the necessary insurance for the Consultant and deduct the cost thereof from the appropriate progress payments due the Consultant.

(iii) The Consultant shall include all subconsultants as insureds under its policies or shall furnish separate certificates and endorsements for each subconsultant. All coverages for subconsultants shall be subject to all of the requirements stated herein.

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

13. Indemnification

Consultant agrees to protect, save, defend and hold harmless Metro JPA and its Board and each member of the Board, officers, agents and employees from any and all claims, liabilities, expenses or damages of any nature, including attorneys’ fees, for injury or death or any person, or damage to property, or interference with use of property, including loss of use, arising out of or in any way connected with the negligent performance or willful misconduct under this Agreement by Consultant, Consultant’s agents, officers, employees, subconsultants, or independent consultants hired by Consultant. The only exception to Consultant’s responsibility

to protect, save, defend and hold harmless Metro JPA, is due to the sole negligence, willful misconduct or active negligence of Metro JPA. This hold harmless provision shall apply to all liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by Consultant.

14. Laws, Venue, and Attorneys' Fees

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

15. Termination or Abandonment

a. Metro JPA has the right to terminate or abandon any portion or all of the work under this Agreement by giving ten (10) calendar days written notice to Consultant. In such event, Metro JPA shall be immediately given title and possession to all original field notes, drawings and specifications, written reports and other documents produced or developed for that portion of the work completed and/or being abandoned. Metro JPA shall pay Consultant the reasonable value of services rendered for any portion of the work completed prior to termination. If said termination occurs prior to completion of any task for which a payment request has not been received, the charge for services performed during such task shall be the reasonable value of such services, based on an amount mutually agreed to by Metro JPA and Consultant of the portion of such task completed but not paid prior to said termination. Metro JPA shall not be liable for any costs other than the charges or portions thereof which are specified herein. Consultant shall not be entitled to payment for unperformed services, and shall not be entitled to damages or compensation for termination of work.

b. Consultant may terminate its obligation to provide further services under this Agreement upon thirty (30) calendar days' written notice to Metro JPA only in the event of substantial failure by Metro JPA to perform in accordance with the terms of this Agreement through no fault of Consultant.

16. Notice

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

METRO JPA:	CONSULTANT:
Metro Wastewater JPA c/o La Mesa City Hall 8130 Allison Ave., La Mesa, CA 91942 Attn: c/o Greg Humora, City of La Mesa	Atkins North America, Inc. 3570 Carmel Mountain Road, Suite 300 San Diego, CA 92130 Attn: Karyn Keese

and shall be effective upon receipt thereof.

17. Data

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

18. Third Party Rights

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

19. Termination of Prior Agreements

The Parties agree that upon executing this Agreement, the Agreement for Professional Services entered into June 7, 2012, by and between the Parties, and prior versions thereof, shall terminate.

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

METRO WASTEWATER JPA:

ATKINS NORTH AMERICA INC.:

By: _____
Cheryl Cox
Chairperson

By: _____
Carmen Kasner P.E.
Vice President

APPROVED AS TO FORM:

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

EXHIBIT A
Scope of Services

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

May 29, 2013

The purpose of the As-Needed Consulting Contract for the Metro Wastewater JPA/Commission is to provide technical and financial support to the PAs in meeting their objectives of fair rates, equitable cost sharing, and program validation. The intention of the As-Needed Contract is to provide review and oversight of the San Diego Metropolitan Sewer System (Metro System) Program with a minimum of duplication by the PAs. By combining the efforts of the PAs into a central focal point, our goal is to assist in increasing the responsiveness of the group to key issues of concern, ensure coverage at key meetings, centralize the data collection, minimize duplication of efforts by the PAs, and reduce the costs of both Metro TAC/ JPA/Commission efforts, as well as the overall costs of the Metro Program.

I. Scope of Services

The effort by ATKINS will be divided into five major categories, one for routine services, two for specific financial tasks, one for anticipated technical tasks, and one for Metro TAC engineering support.

A. Routine Meetings

The routine meetings will include the following tasks:

1. Attendance at the Metro TAC meetings, preparation of minutes and agendas.
2. Attendance and preparation of agendas for the Metro Commission/JPA meetings.
3. Prepare agendas, minutes, and technical support to the Metro Finance Committee.

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

1. Review and negotiate the auditors Scope of Work
2. Attend Entrance and Exit Conferences with the Auditors
3. Select audit sample
4. Attend Interim Bi-Weekly work meetings with the Auditors (maximum of 5 per audit)
5. Review the Draft and Final Audit numbers and test results

6. Review all audit samples for contract compliance and accounting accuracy
7. Review the annual general services cost allocation
8. Review output for any special projects (In the past this has included the reconciliation of the Shames and other municipal lawsuits, and the Clean Water Program management contract to insure that only Metro costs have/had been charged to the PAs)
9. Present the results to the Metro Finance Committee, Metro TAC, and Metro Wastewater JPA / Commission
10. Monitor closeout process to insure timely payment of refunds (if any) and the accuracy of any additional billings' (if any) to PAs

C. Routine Review of MWWWD Budget – FYE 2014

1. Line item review of the proposed CIP projects to verify that they are a part of the Wastewater Agreement. Provide a preliminary review of the O&M costs to identify areas of concern for the PAs
2. Identify budget items that show major deviation from previous years, and discuss these deviations with the City
3. Attend meetings with the City of San Diego Public Utilities staff to identify the nature and magnitude of the budget items
4. Provide updates on budget issues to the Metro TAC, the Finance Committee, and the Metro Wastewater JPA/Commission meetings

D. 2012 Wastewater Rate Case – During FYE 2012 and 2013 outside consultants have been preparing the PUD's wastewater rate case. Preliminary results on the first of three steps in the rate case process (revenue requirement) were released in March 2013. Atkins is working with the IROC Finance Committee to provide in-depth review of the Rate Case during fiscal year ending 2014 to insure that Metro Commission/JPA interests are considered and included. It is anticipated by PUD staff that the rate case will not be completed until December 2014.

E. FYE 2014 Recycled Water Financial Projects

1. Continued Support and Resolution of Recycled Water Contractual Issues – During FYE 2011 the City's Public Utilities Director recognized the PAs right to the revenues from the sales of recycled water at the South Bay plant. The sales of recycled water will be included starting with the 2009 audit as an income credit. However several housekeeping issues remain to be resolved such as the completion of the repayment schedule for the North City Optimized System Debt and continued discussions over allocation of the capacity reservation leases paid by Otay Water District and Olivenhain

Municipal Water District. Atkins will support the effort in resolving these issues in FYE 2014. (Note: This is ongoing from FYE 2013).

2. Review of Recycled Water Pricing Study – In December 2009 the City asked its consultant to address the difference between wholesale and retail customers and their recycled water rates. The City's original proposed unitary rate structure is of major concern to the PAs. A second draft of the pricing study was due out for review in July 2011 but to date has not been received. It is our understanding that while recycled water is not in the scope of the PUD's 2012 rate case that it will be a companion report to it for possible adoption during the 2012 rate case 218 processes in FYE 2014.

The PAs goal for this study is to insure that the rates are fair and equitable to all parties, and set at appropriate levels that balance the facilitation of increased use of recycled water per the City's agreement with the environmental community, while providing additional monies to operate the system. Atkins will review the upcoming draft in-depth to insure that the PAs goals are reached. (Note: This is a carry-over from FYE 2013)

3. Recycled Water Cost Allocations – With the completion of the Recycled Water Master Plan, the next phase will be the possible implementation of selected capital projects. Atkins will provide a white paper to the Metro TAC and the Metro JPA/Commission on cost allocations used by other regional agencies such as West Basin Municipal Water District, the City of Los Angeles, and Los Angeles Water & Power for funding recycled water projects (i.e. what is a wastewater versus water expense for a capital projects). In addition, Atkins will work with the PUD and Metro TAC subcommittee to provide guidance regarding appropriate cost sharing allocations. (Note: This is ongoing from FYE 2013).

- F. Metro TAC Staff Support – This task includes 6 hours per month for unforeseen financial analysis and consulting. Atkins will support, as-needed, the items contained in the Metro TAC FYE 2014 Work plan. One key issue that will continue during FYE 2014 is the reallocation of Metro costs due to the overbilling of Padre Dam Municipal Water District for their sewage strengths. In addition, Brown & Caldwell have recently prepared a draft Metro Strength Billing Evaluation Report. This report contains recommendations for changes to the current strength based billing process as well as a potential billing issue regarding the recycled water flow at North City. Also, PUD staff will be updating the transportation rate. Atkins will review all calculations to insure that the billing issues, strength base billing changes, and changes to the transportation rate are appropriate.
- G. General Engineering Support – This task includes engineering technical support as requested by Metro TAC and the Metro JPA/Commission. This will include engineering support for such items as the next Waiver of Secondary Treatment at Point Loma and the "Secondary Equivalency Alternative" as outlined in the Metro TAC white paper that was included as an Appendix to the City of San Diego Recycled Water Final Report. This will also include representing the JPA on the Water Reliability Coalition through the Friends of Infrastructure and any

meetings as directed by the Metro TAC and/or the Commission/JPA to facilitate the secondary equivalency alternative, etc.

II. ADDITIONAL SERVICES AS REQUESTED

- A. Participate in the MWWWD Strategic Business Plan.
- B. Independent cost review of CIP.
- C. Review of ongoing background material not envisioned.
- D. Prepare for and attend additional meetings beyond what is included in Section I.
- E. Attendance at IROC in support of the Metro JPA/Commission representatives.
- F. Provide additional follow-up on the additional items identified.
- G. Provide additional technical support on specific projects as directed by the Metro TAC, Finance Committee, and Metro JPA/Commission Chairmen.
- H. Provide technical support, as requested, to fulfill other Metro JPA/Commission objectives.

EXHIBIT B
Schedule of Charges/Payments

Project Name: **As-Neede Financial & Engineering Services**
FYE 2014

LABOR ESTIMATE

Client/Owner:
Project Manager: **Karyn Keese**
Prepared By:
Proj/Prop No.:
Date: **May 29, 2013**

ATKINS

FEE SUMMARY

ITEM	TOTAL
Labor	\$128,430
Outside Services	\$0
Direct Costs	\$762
TOTAL	\$129,192

BILLING RATES

ENGINEERING SERVICES

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

ADMINISTRATIVE SERVICES

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

OTHER PROFESSIONAL SERVICES

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

PUBLIC AFFAIRS SERVICES

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

ENVIRONMENTAL SCIENCE

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

CONSTRUCTION RELATED SERVICES

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

DESIGN & GRAPHIC SERVICES

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

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

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

PBS&J**Direct Costs**

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

AGENDA ITEM 9

Attachment

**AGREEMENT FOR TREASURER SERVICES BETWEEN
METRO WASTEWATER JOINT POWERS AUTHORITY
AND PADRE DAM MUNICIPAL WATER DISTRICT**

This Agreement ("Agreement") is made and entered into as of the 1st day of July, 2013 by and between the METRO WASTEWATER JOINT POWERS AUTHORITY ("Metro JPA"), a joint powers authority organized and operating pursuant to California Government Code section 6500 *et seq.*, and the PADRE DAM MUNICIPAL WATER DISTRICT (the "District"). Metro JPA and the District are sometimes individually referred to herein as the "Party" and collectively as the "Parties."

RECITALS

WHEREAS, certain participating agencies are members of Metro JPA ("Member Agencies");
and

WHEREAS, the activities of Metro JPA require the services of a treasurer to keep accounts, allocate costs and process accounts payable; and

WHEREAS, Metro JPA requires the services of a treasurer from one of its members; and

WHEREAS, the District has provided services as treasurer since September 1, 2002; and

WHEREAS, the Parties seek to continue the treasurer contract pursuant to the terms of, and by entering into, this Agreement.

AGREEMENT

IN CONSIDERATION of the mutual promises set forth herein, the Parties agree as follows:

1. The District agrees to provide treasurer services to Metro JPA to include:
 - Open separate bank accounts to include savings and checking.
 - Maintain and reconcile bank accounts.
 - Prepare Member Agency annual billings.
 - Collect and deposit Member Agency billings.
 - Make authorized expenditures related to conducting Metro Commission and Metro JPA business.
 - Provide periodic unaudited financial reporting which reflects cash balances, outstanding receivables, and payables.
 - Provide periodic unaudited income statement financial reporting.
 - Financial reporting will separately track Metro Commission and Metro JPA receipts and expenditures.
 - Accrual basis of accounting will be used to reveal outstanding receivables

- and payables to the extent known as of the financial statement date.
 - Attend staff and Board meetings as desired by the Metro Commission and Metro JPA.
 - Consult and respond to questions from member agencies concerning finances and billings.
 - Other incidental services consistent with the Treasurer's position.
2. The District shall assign Karen Jassoy, Padre Dam Chief Financial Officer/Director of Finance as the treasurer to provide the above referenced services.
 3. Metro JPA agrees to reimburse the District for labor services on an hourly basis. The hourly rate for said services is \$257 per hour. It is estimated by the Parties that services will be performed for an estimated 3 to 5 hours per month with extra time spent in the beginning and end of the fiscal year for set up and year-end statements. Some of the more routine monthly tasks will be assigned to other personnel and billed at their lower rate.
 4. Said treasurer services shall continue until June 30, 2014 but may be extended by mutual agreement of both Parties. Either Party may terminate this Agreement upon ninety (90) days notice.
 5. Total charges against this Agreement shall not exceed \$19,000, unless said amount is increased by an amendment to the Agreement.
 6. Metro JPA agrees to protect and hold harmless the District, Ms. Jassoy and the District's elective, appointive Board, officers, agents and employees from any and all claims, liabilities, expenses or damages arising out of or in any way connected with the performance of this Agreement by the District or Ms. Jassoy. The only exception to Metro JPA's responsibility to protect and hold harmless is any claim, liability, expense or damage arising from or related to the gross negligence or willful misconduct of the District or Ms. Jassoy.

[Signatures on following page]

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

METRO WASTEWATER JPA:

**PADRE DAM MUNICIPAL WATER
DISTRICT:**

By: _____

Cheryl Cox
Chairperson

By: _____

Allen Carlisle
General Manager

APPROVED AS TO FORM:

Paula C. P. de Sousa
General Counsel

METRO WASTEWATER JPA

AGENDA ITEM 10

Attachment

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

THE FIFTH AMENDMENT is made and entered into this ____ day of _____, 2013, by and between Metro Wastewater Joint Powers Authority (hereinafter referred to as the “Metro JPA”), a joint powers authority organized and operating pursuant to California Government Code section 6500 *et seq.*, and Abel Rodriguez, dba AR Consulting (hereinafter referred to as “Consultant”).

RECITALS

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

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

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

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

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

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

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

[Signatures on following page]

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

METRO WASTEWATER JPA:

AR CONSULTING:

By: _____
Cheryl Cox
Chairperson

By: _____
Abel Rodriguez

APPROVED AS TO FORM:

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

**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. Integration

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

13. Insurance

a. Automobile Liability

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

(ii) Coverage for automobile liability insurance shall be at least as broad as Insurance Services Office Form Number CA 0001 (ed. 12/93) covering automobile liability, Code 1 (any auto).

(iii) The automobile liability program may utilize deductibles, but not a self-insured retention, subject to written approval by the Metro JPA.

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: Lori Anne Peoples

Attn: Abel Rodriguez

and shall be effective upon receipt thereof.

18. Data

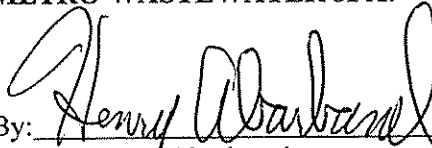
Consultant shall be entitled to rely upon the accuracy of data and information provided by the Metro JPA without independent review or evaluation unless such review or evaluation is specified in the scope of services.

19. Third Party Rights

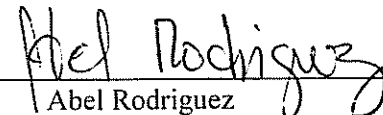
Nothing in this agreement shall be construed to give any rights or benefits to anyone other than the Metro JPA and the Consultant.

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

METRO WASTEWATER JPA:

By: 
Henry Abarbanel
Chairperson

AR CONSULTING:

By: 
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 breach, 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.

AGENDA ITEM 11

Attachment

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

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

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

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

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

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

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

"The City agrees to reimburse Metro JPA up to \$360.00 per quarter or pro rata portion thereof, with proper documentation for phone, Internet access and technology costs incurred by Ms. Peoples in the performance of the Administrative Services."

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

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

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

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

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

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

Metro Wastewater
Joint Powers Authority

THE CITY OF SAN DIEGO
a Municipal Corporation

By:_____

By:_____

Al Rechany
Interim Director
Purchasing & Contracting

Title:_____

Date:_____

Date:_____

Approved as to form:

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

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

JAN I. GOLDSMITH, City Attorney

By:_____
Deputy City Attorney

AGENDA ITEM 12

Attachment

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

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

RECITALS

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

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

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

AGREEMENT

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

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

Ms. Peoples agrees to provide clerical support and related services to facilitate monthly Metro JPA, Metro JPA Committees, Metro Commission, and Metro TAC meetings, and any special meetings that may be called, including: preparation of agendas and attachments; posting of agendas and notices in compliance with State laws; distribution via e-mail and mailing of agenda packages; attending meetings and taking action and summary minutes; distribution via e-mail of minutes; preparation of and e-mailing and mailing of all necessary correspondence; interfacing with the Chair and Commissioners by phone, e-mail and fax; facilitating and submitting monthly per diem forms for Commissioners; maintaining Metro rosters; maintaining files; preparation and tracking of Annual, Assuming and Leaving Office FPCC 700 Conflict of Interest forms; processing and tracking of all contracts and agreements entered into by the Metro JPA; providing informational updates and acting as liaison to the Webmaster; serving as a contact person

for the Metro JPA, Metro JPA Committees, Metro Commission, and Metro TAC; and performance of other duties as assigned ("Administrative Services").

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

The term of this Agreement shall commence on July 1, 2013 and terminate on April 10, 2014 ("Term"). This Term may be extended in a writing signed by both Parties. Either Party may terminate this Agreement upon thirty (30) calendar days written notice to the other Party.

3. This Amendment No. 2 to the Agreement shall affect only the paragraphs and/or terms and conditions referred to herein. All other terms and conditions of the Agreement, as amended, shall remain in full force and effect.

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

METRO WASTEWATER JPA:

LORI ANNE PEOPLES:

By: _____
Cheryl Cox
Chairperson

By: _____

APPROVED AS TO FORM:

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

AGENDA ITEM 14

Attachment



Atkins North America, Inc.
3570 Carmel Mountain Road, Suite 300
San Diego, California 92130

Telephone: +1.858.874.1810
Fax: +1.858.259.0741

www.atkinsglobal.com/northamerica

SAN DIEGO WASTEWATER SYSTEM/MODIFIED PERMIT (WAIVER)

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

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

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

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

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

Since then:

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

CONCEPT

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

Note: Cost estimates need to be done for a 80 to 100 MGD Indirect Potable Reuse System and a 140 MGD Secondary PLWTP but 140 MGD of Secondary would probably be \$500 to \$600 million in capital costs with no improvement for the environment

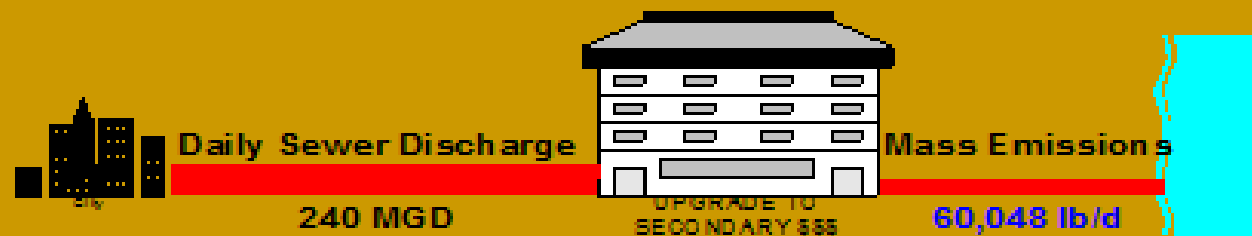


SECONDARY EQUIVALENCY

ADVANCED PRIMARY TREATMENT LEVEL



SECONDARY TREATMENT LEVEL



ADVANCED PRIMARY TREATMENT LEVEL SECONDARY EQUIVALENCY



AGENDA ITEM 15

Attachment

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

MetroTAC Items	Description	Subcommittee Member(s)
Strength Based Billing Evaluation	3/20/13: Brown and Caldwell presented their draft results to Metro TAC. This has been added as a standing item to the Metro TAC agenda for discussions on the recommendations.	
IRWMP	Bob Kennedy attended the Regional Advisory Committee (RAC) meeting of April 3, 2013. Minutes from this meeting are attached.	Bob Kennedy Greg Humora
Fiscal Items	The Finance committee will continue to monitor and report on the financial issues affecting the Metro System and the charges to the PAs. The debt finance and reserve coverage issues have been resolved. Refunds totaling \$12.3 million were sent to most of the PA's. 10/26/11: 2010 will be the first year where the PAs will be credited with interest on the debt service reserve and operational fund balances. Interest will be applied as an income credit to Exhibit E when that audit is complete.	Greg Humora Karen Jassoy Karyn Keese
Recycled Water Revenue Issue	Per our Regional wastewater Agreement revenues from SBWTP are to be shared with PA's. 4/11: City has agreed to pay out revenue to Wastewater Section and PA's credit will be on the Exhibit E adjustments at year end Open issues: Capacity reservation lease payments and North City Optimized System Debt service status. 12/11: Letter sent to San Diego regarding outstanding recycled water revenue issues. 2/13: Karyn Keese continues to meet with City staff to determine the basis of the water department's administrative charges. <i>4/13: Need Metro TAC member for subcommittee</i>	Karyn Keese
Water Reduction - Impacts on Sewer Rates	The MetroTAC wants to evaluate the possible impact to sewer rates and options as water use goes down and consequently the sewer flows go down, reducing sewer revenues. Sewer strengths are also increasing because of less water to dilute the waste. We are currently monitoring the effects of this. 2/2011: wastewater revenues are declining due to conservation and flow reductions and agencies are re-prioritizing projects to be able to cover annual operations costs	Eric Minicilli Bob Kennedy Karyn Keese
"No Drugs Down the Drain"	The state has initiated a program to reduce pharmaceuticals entering the wastewater flows. There have been a number of collection events within the region. The MetroTAC, working in association with the Southern California Alliance of Publicly-owned Treatment Works (SCAP), will continue to monitor proposed legislation and develop educational tools to be used to further reduce the amount of drugs disposed of into the sanitary sewer system. 8/2010: County Sheriff and Chula Vista have set up locations for people to drop off unwanted medications and drugs. 4/11: Local law enforcement has taken a proactive role and is sponsoring drug take back events. 3/11: TAC to prepare a position for the board to adopt; look for a regional solution; watch requirements to test/control drugs in wastewater. 10/26/11: A prescription drug take back day is scheduled for 10/29/11. Go to www.dea.gov to find your nearest location. 4/12: East County to host a prescription drug take back 4/28/12. 4/27/13 is scheduled to be a county wide take back day. Locations can be found on the DEA website.	Greg Humora
Flushable Items that do not Degrade	Several PAs have problems with flushable products, such as personal wipes, that do not degrade and cause blockages. MetroTAC is investigating solutions by other agencies, and a public affairs campaign to raise awareness of the problems caused by flushable products. We are also working with SCAP in their efforts to help formulate state legislation to require manufacturers of products to meet certain criteria prior to labeling them as "flushable." Follow AB2256 and offer support. 3/13: A discussion on this issue is planned for the spring ____ conference.	Eric Minicilli

MetroTAC Items	Description	Subcommittee Member(s)
Grease Recycling	To reduce fats, oils, and grease (FOG) in the sewer systems, more and more restaurants are being required to collect and dispose of cooking grease. Companies exist that will collect the grease and turn it into energy. MetroTAC is exploring if a regional facility offers cost savings for the PAs. The PAs are also sharing information amongst each other for use in our individual programs. 3/11: get update on local progress and status of grease rendering plant near Coronado bridge	Eric Minicilli
Padre Dam Mass Balance Correction	11/11: Padre Dam has been overcharged for their sewage strengths since 1998. Staff from City of San Diego presented a draft spreadsheet entitled Master Summary Reconciliations Padre Dam Mass Balance Corrections Calculation. Rita Bell and Karyn Keese were elected to review the documentation and report back to Metro TAC. 2/12: Audit complete. Item added as Standing to Metro TAC agenda. 4/12: This issue is scheduled as a standing item and discussed at each Metro TAC meeting until it is resolved. Currently Metro TAC is focusing on the statute of limitations. 2/13: The PAs have received a joint letter from Padre Dam/City of San Diego. The PA's attorneys group continues to meet on this issue. 3/13: The attorney's group has requested an extension to 4/23/13 to respond to San Diego's letter.	Rita Bell Karyn Keese
Waiver and Recycled Water Study Implementation	11/12: Metro TAC requested a timeline from City staff including milestones for the waiver process. The waiver is due no later than 7/30/15. However, the application needs to be submitted six months prior to the July date (2/1/15). Preparation of the waiver will begin in the early part of FYE 2014. 2/13: City staff has met to start coordination of the waiver process. Staff in attendance included Roger Bailey, Marsi Steirer, Guann Hwang, Steve Meyers, and Allan Langworthy.	Al Lau Scott Tulloch Karyn Keese
City of San Diego Recycled Water Rate Study	San Diego is working on a rate study for pricing recycled water from the South Bay plant and the North City plant. Metro TAC, in addition to individual PAs, has been engaged in this process and has provided comments on drafts San Diego has produced. We are currently waiting for San Diego to promulgate a new draft which addresses the changes we have requested. 10/26/11: draft study still not issued	Karyn Keese Rita Bell
City of San Diego Revised Procurement Process	8/12: San Diego City Engineer James Nagelvoort reported on recent changes to San Diego's procurement process to move projects through more quickly. Technically any CIP projects under \$30 million may no longer need to be reviewed by the Metro TAC or JPA prior to City Council approval. Chairman Humora requested San Diego prepare a summary of the recent changes and the decision points for consideration of the TAC at the September meeting. 10/4: Metro Commission requests further review by TAC to recommend an appropriate level for CIP's to be brought forth to the Commission. 11/12: MetroTAC recommended leaving the thresholds as they are today and therefore everything will go through TAC and then to the JPA for formal action. The policy will be placed on the JPA website. The Metro Commission approved the policy at their November 2012 meeting. San Diego's CIP will become a standing item on the Metro TAC agenda.	Metro TAC
Salt Creek Diversion	9/2010: OWD, Chula Vista and San Diego met to discuss options and who will pay for project; Chula Vista and OWD are reviewing options. 2/2011: OWD and PBS&J reviewed calculations with PUD staff; San Diego to provide backup data for TAC to review. This option is also covered in the Recycle Water Study. 10/26/11: Back-up information has still not been received from staff. 8/12: San Diego to conduct business case evaluation and add to Capital Improvement Program as recommend by Metro Commission to San Diego City Council on July 17, 2012 in support of the Recycled Water Study.	Roberto Yano Bob Kennedy Karyn Keese Rita Bell

MetroTAC Items	Description	Subcommittee Member(s)
Recycled Water Study Cost Allocation	A small working group was formed to discuss options to allocate PLWTP offset project costs among the water and wastewater rate payers; Concepts will be discussed at TAC and JPA Board in near future.7/12: Subcommittee to meet with PUD staff & consultants to review TM 8 and economic model.8/12: Subcommittee has meet with City staff and consultants. Economic model has been received. City will not pursue cost allocations until Demonstration Project is complete due to staffing constraints.	Roberto Yano Al Lau Karyn Keese Rita Bell <i>Scott Tulloch</i>
Board Members' Items		
Rate Case Items	1/12: San Diego is in the process of hiring a consultant to update their rate case. As part of that process, Metro TAC and the Finance Committee will be monitoring the City's proposals as they move forward. 6/12: San Diego hired Black & Veatch as their rate consultant. 2/13: Preliminary results were reported at the IROC Meeting of 2/19/13. Karyn Keese will be working with the IROC Finance Committee to review details. 3/13: Karyn Keese attended a joint workshop with IROC to review the draft revenue requirement for the Rate Case. <i>4/13: Next meeting with IROC on the rate case is 5/20/13.</i>	Karyn Keese
Exhibit E	Metro TAC and the Finance Committee are active and will monitor this process. Individual items related to Schedule E will come directly to the Board as they develop. 2/13: 2010 and 2011 audits are ongoing. 3/13: The 2010 audit is complete and has been presented to Metro TAC & the Finance Committee. Will move forward to Commission at 6/13 meeting. 2011 field work is complete. 2012 sample selected.	Karen Jassoy Karyn Keese
Future bonding	Metro TAC and the Finance Committee are active and will monitor this process. Individual items related to bonding efforts will come directly to the Board as they develop. 10/26/11: San Diego is issuing an RFP for a cost of service study to support a future bond issue potentially in mid-2013. Kristin Crane to sit on the selection panel. 2/13: San Diego's preliminary rate case does not show the issuance of additional debt until FY 2018.	Karen Jassoy Karyn Keese Kristen Crane
Changes in water legislation	Metro TAC and the Board should monitor and report on proposed and new legislation or changes in existing legislation that impact wastewater conveyance, treatment, and disposal, including recycled water issues	Paula de Sousa
Role of Metro JPA regarding Recycled Water	As plans for water reuse unfold and projects are identified, Metro JPA's role must be defined with respect to water reuse and impacts to the various regional sewer treatment and conveyance facilities 2/12: Scott Huth removed as member due to new position. JPA/Metro TAC needs to appoint a new representative. <i>4/13: Scott Tulloch added to this subcommittee. Metro TAC member needed.</i>	Karyn Keese Scott Tulloch
Border Region	Impacts of sewer treatment and disposal along the international border should be monitored and reported to the Board. These issues would directly affect the South Bay plants on both sides of the border. 2/12: This Item does not have a champion. Should we remove?	
SDG&E Rate Case	8/19: Karyn to check with Paula regarding latest SDG&E issues.11/12: Sophie Akins from BBK will present updated information to Metro TAC.	Paula de Sousa
Metro JPA Strategic Plan	6/12: Chairman Ewin to establish a subcommittee to monitor the progress of strategic plan initiatives.	<i>Who should take over?</i>

Completed Items	Description	Subcommittee Member(s)
Debt Reserve and Operating Reserve Discussion	In March 2010, the JPA approved recommendations developed by Metro JPA Finance Committee, MetroTAC, and the City of San Diego regarding how the PA's will fund the operating reserve and debt financing. MetroTAC has prepared a policy document to memorialize this agreement. Project complete: 4/10	Scott Huth Karyn Keese Doug Wilson
State WDRs & WDR Communications Plan	The Waste Discharge Requirements (WDRs), a statewide requirement that became effective on May 2, 2006, requires all owners of a sewer collection system to prepare a Sewer System Management Plan (SSMP). Agencies' plans have been created. We will continue to work to meet state requirements, taking the opportunity to work together to create efficiencies in producing public outreach literature and implementing public programs. Project complete: 5/10. 2/12: State has proposed new WDR regulations. Metro TAC will not reopen but Dennis Davies will stay on top of the issue.	Dennis Davies
Ocean Maps from Scripps	Schedule a presentation on the Sea Level Rise research by either Dr. Emily Young, San Diego Foundation, or Karen Goodrich, Tijuana River National Estuarine Research Reserve Project complete: 5/10	Board Member Item
Secondary Waiver	The City of San Diego received approval from the Coastal Commission and now the Waiver is being processed by the EPA. The new 5 year waiver to operate the Point Loma Wastewater Treatment Plant at advanced primary went into effect August 1, 2010. Project complete 7/10	Scott Huth
Lateral Issues	Sewer laterals are owned by the property owners they serve, yet laterals often allow infiltration and roots to the main lines causing maintenance issues. As this is a common problem among PAs, the MetroTAC will gather statistics from national studies and develop solutions. 4/11: There has been no change to the issue. We will continue to track this item through SCAP and report back when the issue is active again. Efforts closed 3/11	Tom Howard Joe Smith
Advanced Water Purification Demonstration Project	San Diego engaged CDM to design/build/operate the project for the water repurification pilot program. 2/8/11: <i>Equipment arrived 3/2011; tours will be held when operational (June/July 2011 timeframe).</i> 2/12: Tours are available. San Diego whitepaper on IPR distributed to Metro TAC members. Closed 4/18/12	Al Lau
SDG&E Rate Case	SDG&E has filed Phase 2 of its General Rate Case, which proposes a new "Network Use Charge" which would charge net-energy metered customers for feeding renewable energy into the grid as well as using energy from the grid. The proposal will have a significant impact on entities with existing solar facilities, in some cases, increases their electricity costs by over 400%. Ultimately, the Network Use Charge will mean that renewable energy projects will no longer be as cost effective. SDG&E's proposal will damage the growth of renewable energy in San Diego County. A coalition of public agencies has formed to protest this rate proposal. 2/12: PUC has not accepted SDG&E's filing. Metro TAC move to close this item. Will continue to monitor this. 8/19: Karyn to check with Paula regarding latest SDG&E issues.	Paula de Sousa
Metro JPA Strategic Plan	2/2011: committee to meet 2/28/11 to plan for retreat to be held on 5/5/11 Retreat held and wrap up presented to the Commission at their June Meeting. JPA strategic planning committee to meet to update JPA Strategic Plan and prepare action items. 1/12: Draft strategic plan reviewed by Board and referred to Metro TAC for input. MetroTAC has created a subcommittee to work on this project. 2/12: Metro TAC has completed their final review. Forwarded to Commission. 4/12: Adopted at April 2012 Metro JPA Meeting. Project complete.	Augie Caires Ernie Ewin

Completed Items	Description	Subcommittee Member(s)
Recycled Water Study	<p>As part of the secondary waiver process, San Diego agreed to perform a recycled water study within the Metro service area. That study is currently underway, and MetroTAC has representatives participating in the working groups. TM #8 Costs estimates are out and PAs provided comments on TM#8 and have asked for a technical briefing. 10/16/11: Final draft of report is due out in November 2011. 1/12: Final draft of report is due in March 2012. 3/12: Final draft available for comments until 3/19/12 4/12: PUD staff to give presentation to Metro JPA at their May meeting. 5/12 PUD staff presented the Recycled Water Study to the Metro JPA at their May meeting. Metro JPA approved the Study as a planning document. Study to move forward to SD City Council in July 2012 with letter of support from JPA. 7/12: City of San Diego approved the Recycled Water Study; Study submitted on time to Coastal Commission. Final report uploaded to JPA website. 11/12: San Diego received a letter from the Coastal Commission. Metro Commission consensus was that based on the tone of the Coastal Commission letter the region may be seeing some time line changes relative to San Diego's projections on the implementation of IPR and that the MetroTAC needs to manage all aspects including the Coastal Commission and multiple issues such as desalination water, Coastal Commissions attitude at this point and pending IPR programs we have heard about.</p>	<p>Scott Huth Al Lau Scott Tulloch Karyn Keese</p>
IRWMP	<p>4/12: Metro TAC received a presentation from Cathy Pieroni (City of San Diego) on the Integrated Regional Water Management Program (IRWMP). Group is still relatively informal but plans to become more structured during its upcoming 2 year plan update. There is a governance & finance work group that starts in the 3rd quarter of 2012 and at that point the JPA role will be examined. Padre Dam and Chula Vista are regular participants. 9/19: Cathy Pieroni gave an update. Recommendation by IRWM to the RAC to include a seat for the Metro JPA. Bob Kennedy will attend the October 3, 2012 meeting representing the JPA. 11/12: At their November 2012 meeting the Metro Commission unanimously appointed Bob Kennedy of Otay Water District as primary and Metro TAC Chairman Greg Humora as alternate to the IRWMP RAC. 2/13: On February 6, 2013 Bob Kennedy attended the IRWMP meeting. Metro JPA has been added as a permanent member of the Water Quality subcommittee of the RAC. The City of San Diego presented an overview of the Recycled Water Study. Next meeting scheduled for April 3, 2013. Closed 4/12 as the Metro JPA has become a member.</p>	<p>Bob Kennedy Greg Humora</p>

Metro TAC

Participating Agencies

Selection Panel Rotation

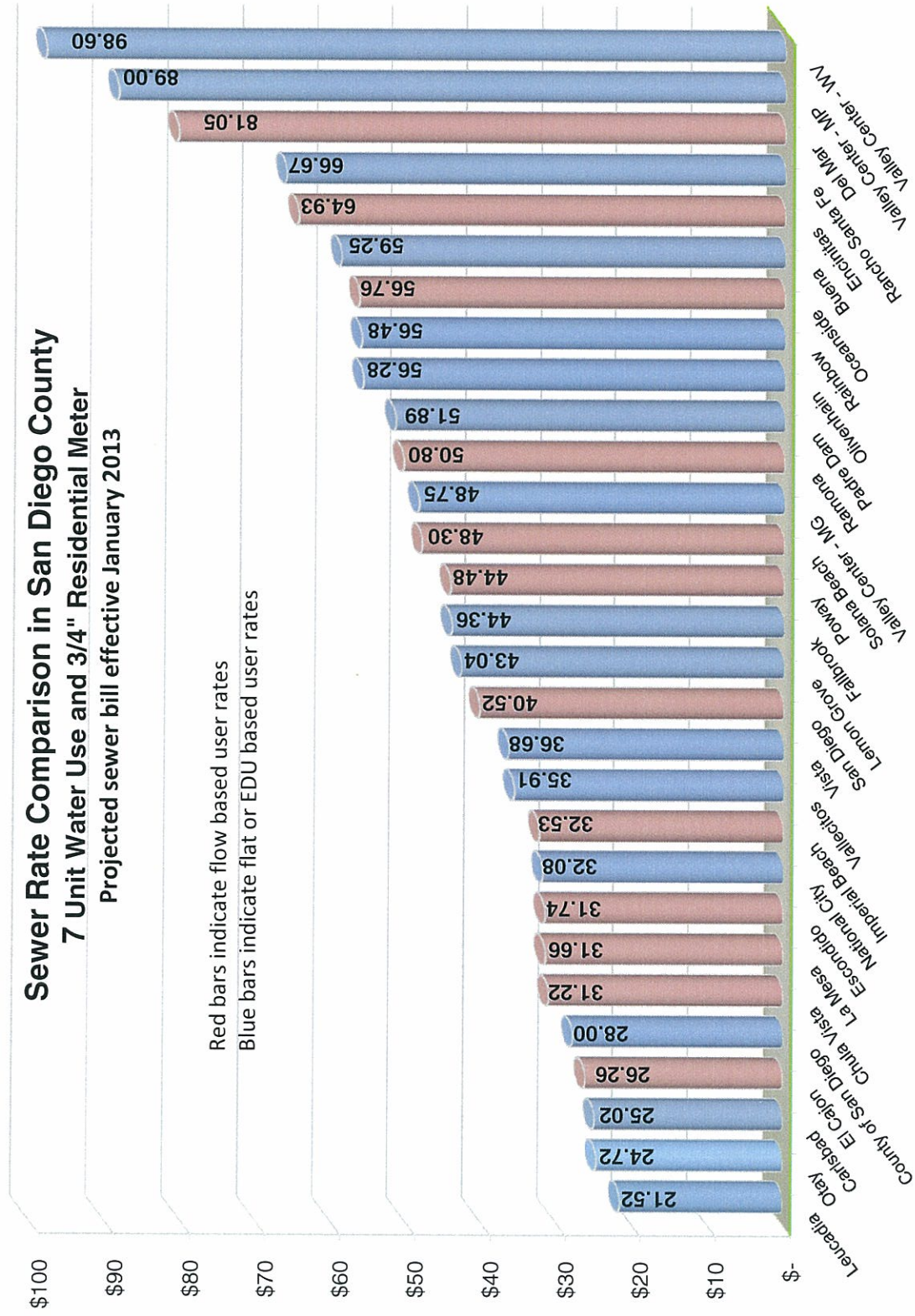
Agency	Representative	Selection Panel	Date Assigned
Padre Dam	Neal Brown	IRWMP – Props 50 & 84 Funds	2006
El Cajon	Dennis Davies	Old Rose Canyon Trunk Sewer Relocation	9/12/2007
La Mesa	Greg Humora	As-Needed Piping and Mechanical	11/2007
National City	Joe Smith	MBC Additional Storage Silos	02/2008
Otay Water District	Rod Posada	As-Needed Biological Services 2009-2011	02/2008
Poway	Tom Howard	Feasibility Study for Bond Offerings	02/2008
County of San Diego	Dan Brogadir	Strategic Business Plan Updates	02/2008
Coronado	Scott Huth	Strategic Business Plan Updates	09/2008
Coronado	Scott Huth	As-needed Financial, HR, Training	09/2008
PBS&J	Karyn Keese	As-needed Financial, Alternate HR, Training	09/2008
Otay Water District	Rod Posada	Interviews for Bulkhead Project at the PLWTP	01/2009
Del Mar	David Scherer	Biosolids Project	2009
Padre Dam	Neal Brown	Regional Advisory Committee	09/2009
County of San Diego	Dan Brogadir	Large Dia. Pipeline Inspection/Assessment	10/2009
Chula Vista	Roberto Yano	Sewer Flow Monitoring Renewal Contract	12/2009
La Mesa	Greg Humora	Sewer Flow Monitoring Renewal Contract	12/2009
Poway	Tom Howard	Fire Alarm Panels Contract	12/2009
El Cajon	Dennis Davies	MBC Water System Improvements D/B	01/2010
Lemon Grove	Patrick Lund	RFP for Inventory Training	07/2010
National City	Joe Smith	Design/Build water replacement project	11/2010
Coronado	Scott Huth	Wastewater Plan update	01/2010
Otay Water District	Bob Kennedy	RFP Design of MBC Odor Control Upgrade/Wastewater Plan Update	02/2011
Del Mar	Eric Minicilli	Declined PS 2 Project	05/2011
Padre Dam	Al Lau	PS 2 Project	05/2011
County of San Diego	Dan Brogadir	RFP for As-Needed Biological Services Co.	05/2011
Chula Vista	Roberto Yano	North City Cogeneration Facility Expansion	07/2011
La Mesa	Greg Humora	confined space RFP selection panel	10/2011
Poway	Tom Howard	COSS's for both Water and WW	10/2011
El Cajon	Dennis Davies	Independent Accountant Financial Review & Analysis – All Funds	01/2012

Updated 11/2012

EXP

Lemon Grove	Mike James	MBC Dewatering Centrifuges Replacement (Passed)	01/2012
National City	Joe Smith	MBC Dewatering Centrifuges Replacement (Passed)	01/2012
Coronado	Godby, Kim	MBC Dewatering Centrifuges Replacement (Passed)	01/2012
Otay Water District	Bob Kennedy	MBC Dewatering Centrifuges Replacement (Accepted)/Strategic Planning Rep	01/2012
Del Mar	Eric Minicilli	New As Need Engineering Contract	02/2012
Padre Dam	Al Lau	PA Rep. for RFQ for As Needed Design Build Services (Passed)	05/2012
County of San Diego	Dan Brogadir	PA Rep. for RFQ for As Needed Design Build Services (Cancelled project)	05/2012
Chula Vista	Roberto Yano	As-Needed Condition Assessment Contract (Accepted)	06/2012
La Mesa	Greg Humora	New programmatic wastewater facilities condition (Awaiting Response)	11/2012
Poway	Tom Howard	Optimization Review Study	01/2013
El Cajon	Dennis Davies		
Lemon Grove	Mike James		
National City	Joe Smith		
Coronado	Godby, Kim		
Otay Water District	Bob Kennedy	Strategic Planning (Volunteered, participated last year)	01/2013
Del Mar	Eric Minicilli		
Padre Dam	Al Lau		
El Cajon	Dennis Davies		
Lemon Grove	Patrick Lund		
National City	Joe Smith		
Coronado	Scott Huth		
Otay Water District	Bob Kennedy		
Del Mar	Eric Minicilli		
Padre Dam	Al Lau		
County of San Diego	Dan Brogadir		
Chula Vista	Roberto Yano		
La Mesa	Greg Humora		

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



AGENDA ITEM 17

Attachment



Metro Wastewater JPA Finance Committee
(Finance Committee to Metro Commission/JPA)

ACTION MINUTES

DATE OF MEETING: March 27, 2013

TIME: 8:30 AM

LOCATION: Atkins North America Office, 3570 Carmel Mountain Rd., Suite 300, San Diego, CA 92130

MEETING ATTENDANCE:

Barbara Denny, Coronado
Jim, Peasley, Padre Dam MWD
Luis Natividad, National City
Jose Lopez, Otay WD
Leah Browder, Poway
Dennis Davies, Metro TAC Vice Chair,
El Cajon
Edgar Patino, City of San Diego
Scott Clark, City of San Diego

Lee Ann Jones-Santos, City of San Diego
Jeanne Cole, City of San Diego
Karen Jassoy, Metro JPA Treasurer, Padre
Dam
Paula de Sousa, BBK
Karyn Keese, Atkins
Lori Anne Peoples, Metro JPA Secretary
Miyuki Freeman, Macias Gini & O'connell

1. Roll Call

Attendees to the Committee Meeting are listed above.

2. Action: Selection of Metro JPA Finance Committee Chair and Vice Chair

Barbara Denny was unanimously elected chair of the Finance Committee. Jim Peasley was unanimously elected Vice Chair of the Finance Committee. Chairwoman Denny proceeded to chair the rest of the meeting.

3. Public Comments

There were no members of the public presents and therefore no public comments.

4. Approval of Minutes from May 23, 2012 Special Finance Committee

Upon a motion by Committee Member Natividad, seconded by Committee Member Lopez the minutes were approved unanimously.

5. Public Utilities Financial Presentation

Lee Ann Jones-Santos, the Deputy Director of Finance & IT for San Diego's PUD, along with Scott Clark, Principal Accountant of the Office of the City Comptrollers, Jeanne Cole, Program Manager of Finance & IT Rates and Finance Section, and Edgar Patino Supervising Management Analyst for the Interagency Agreements section were present to provide an overview of the Public Utilities Department Metro wastewater financial statements which included information related to cash balances, unrestricted net assets, debt coverage ratios, and the Capital Improvement Program (CIP) which were proposed in the last PUD Rate Case and estimated revenue from the last Rate Case. In addition, future projections were reviewed. This presentation or a version of it has been presented to IROC and MetroTAC.

It was the consensus of the Committee that this presentation should be given to the full Metro Commission at their next regular meeting,

6. ACTION: 2010 Exhibit E Audit Presentation

Miyuki Freeman from Macias Gini & O'Connell, the City of San Diego's external auditors, reviewed the Fiscal Year Ended June 30, 2010 "Schedule of Allocation for Billing to Metropolitan Wastewater Utility and Independent Auditor's Reports" for the Committee. This report is routinely referred to as the "Exhibit E" audit as for many years it was included with the City of San Diego's CAFR as Exhibit E. The purpose of this audit is to review all costs allocated to the wastewater utility and determine the split between the City of San Diego's municipal customers and the Participating Agencies (PAs) based on the approved cost sharing included in the Regional Disposal Agreement. Ms. Jones-Santos reviewed the history of the City of San Diego's audits and how they had fallen behind. It is PUD staff's hope that all audits will be caught up by the end of calendar year 2013.

Ms. Keese reviewed the audit exceptions with the Finance Committee. There were \$1.2 million in audit exceptions. The number of audit exceptions is continually decreasing on an annual basis now that PUD has added a full time auditor to their staff to oversee Metro transactions.

On a motion by Committee Member Natividad, seconded by Committee Member Lopez the Committee unanimously accepted the 2010 Exhibit E Audit and recommended the Audit be moved forward for review and potential acceptance by the Metro Commission/JPA at their next regular meeting.

7. Overview of Finance Committee and Metro TAC Roles

Dennis Davies, Vice Chairman of Metro TAC and Karyn Keese from Atkins gave an overview of the roles of the Committee and Metro TAC. Metro TAC reviews all contracts with the City of San Diego with a key focus on capital projects. In addition they in conjunction with Atkins work to establish policies and protocols for equitable billing to the PAs by the City. Atkins is essentially the staff to the Metro TAC, Finance Committee, and the Metro Commission/JPA. Atkins' roll has been mainly financial and management consulting over the past few years with the exception of sitting as a stakeholder representing the Metro TAC/Commission/JPA on the City of San Diego's recycled water study.

The Finance Committee's roll has been to review budgets and audits of both San Diego and the Commission/JPA. In addition, the Committee is charged with active participation in any new external financing that San Diego requires for funding capital projects. Members of the Finance Committee participated in conference calls with the bond rating agencies (Fitch, Moody's, etc.) during San Diego's last bond issuance. Ms. Jones-Santos reviewed preliminary assumptions for the PUD's current rate case which is being prepared by an outside consultant. The rate case does not currently show any additional external financing for the next five years.

8. Other Business of the Finance Committee

There was no other business of the Finance Committee. The next meeting will be to review the Commission/JPA budget and contracts in either April or May 2013.

9. Review of Items to be Brought Forward to the Metro Commission/JPA

Items 5 and 6 were approved to be brought forward to the Metro Commission/JPA at their next regular meeting.

10. Adjournment (To the next Regular Meeting, April 24, 2013)