



## Meeting of the Metro Commission and Metro Wastewater JPA

### AGENDA

Thursday, JUNE 7, 2012  
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.*
- X 4. **ACTION** – CONSIDERATION AND POSSIBLE ACTION TO APPROVE THE MINUTES OF THE REGULAR MEETING OF May 3, 2012 (**Attachment**)
- X 5. **ACTION** – CONSIDERATION AND POSSIBLE ACTION TO ACCEPT THE SAN DIEGO RECYCLED WATER STUDY – FINAL DRAFT (**Attachment**)
- X 6. **ACTION** – REVIEW OF FISCAL YEAR 2011-2012 YEAR END PROJECTIONS AND CONSIDERATION AND POSSIBLE ACTION TO APPROVE FISCAL YEAR 2012-2013 METRO WASTEWATER JPA BUDGET (**Attachment**)
- X 7. **ACTION** - CONSIDERATION AND POSSIBLE ACTION TO APPROVE THE ATKINS FY 2012-2013 CONTRACT (**Attachment**)
- X 8. **ACTION** - CONSIDERATION AND POSSIBLE ACTION TO APPROVE AMENDMENTS TO THE TREASURERS CONTRACT FOR 2012-2013 (**Attachment**)

Documentation  
Included

- |   |     |  |
|---|-----|--|
| X | 9.  | <b><u>ACTION</u></b> - CONSIDERATION AND POSSIBLE ACTION TO APPROVE AMENDMENTS TO THE WEBMASTER CONTRACT FOR 2012-2013 ( <b>Attachment</b> )   |
| X | 10. | <b><u>ACTION</u></b> - CONSIDERATION AND POSSIBLE ACTION MUTUALLY TERMINATE AGREEMENT BETWEEN METRO JPA AND FIELDMAN ROLAPP & ASSOCIATES ( <b>Attachment</b> )   |
| X | 11. | <b><u>ACTION</u></b> - CONSIDERATION AND POSSIBLE ACTION TO APPROVE AMENDMENT TO LETTER AGREEMENT WITH MIKE UHRHAMMER FOR FINALIZATION OF STRATEGIC PLAN DUE TO UNANTICIPATED EXTRAORDINARY ADDITIONAL WORK (INCREASE IN THE AMOUNT OF \$1,140 FOR A NEW TOTAL NOT TO EXCEED AMOUNT OF \$2,640) ( <b>Attachments</b> ) |
|   | 12. | <b><u>ACTION</u></b> - CONSIDERATION AND POSSIBLE ACTION BY CHAIR TO APPOINT A MEMBER TO THE FINANCE COMMITTEE TO REPLACE PRIOR MEMBER AUGIE CAIRES  |
|   | 13. | AMENDMENT TO AS-NEEDED CONTRACT FOR TECHNICAL SERVICES AND PARTS FOR CATERPILLAR GENERATORS & SWITCH GEARS (Pam Galan) ( <b>Attachment to follow</b> )   |
|   | 14. | PURCHASE OF MANNICH POLYMER (CLARIFLOC WE-453) (Pam Galan) ( <b>Attachment to follow</b> )   |
| X | 15. | METRO TAC UPDATE/REPORT ( <b>Attachment</b> )  |
|   | 16. | IROC UPDATE  |
|   | 17. | FINANCE COMMITTEE  |
|   |     | a. Exhibit E Audit Update (Karyn Keese)  |
| X |     | b. Minutes of November 30, 2011( <b>Attachment</b> )   |
|   | 18. | REPORT OF GENERAL COUNSEL  |
|   | 19. | PROPOSED AGENDA ITEMS FOR THE NEXT METRO COMMISSION/ METRO WASTEWATER JPA MEETING <b>September 6, 2012</b>   |
|   | 20. | METRO COMMISSIONERS' AND JPA BOARD MEMBERS' COMMENTS   |
|   | 21. | ADJOURNMENT OF METRO COMMISSION AND METRO WASTEWATER JPA<br><b>NOTE: THE SANDIST MEETING WILL IMMEDIATELY FOLLOW THIS MEETING</b>  |

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

*Materials provided to the Metro Commission and/or Metro Wastewater JPA related to any open-session item on this agenda are available for public review by contacting L. Peoples at (619) 548-2934 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 4

## Attachment



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

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

**May 3, 2012  
DRAFT Minutes**

Chairman Ewin called the meeting to order at 12:05 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 |                     |
| City of Coronado                | Al Ovrom               |   | (No representative) |
| City of Del Mar                 | Donald Mosier          | X |                     |
| City of El Cajon                | Bill Wells             | X | Dennis Davies       |
| City of Imperial Beach          | Ed Spriggs             | X |                     |
| City of La Mesa                 | Ernie Ewin             | X |                     |
| Lemon Grove Sanitation District | Jerry Jones            | X |                     |
| City of National City           | Louis Natividad        | X |                     |
| City of Poway                   | Merrilee Boyack        |   | 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 | Augie Scalzitti     |
| Metro TAC Chair                 | Greg Humora            | X |                     |
| IROC                            | Jim Peugh              |   | (No representative) |

Others present: Metro JPA General Counsel Paula de Sousa; Metro JPA Secretary Lori Anne Peoples; Robert Yano – City of Chula Vista; Scott Huth – City Manager City of Del Mar; Joe Smith – City of National City; Bob Kennedy – Otay Water District; Augie Caires - Prior Commissioner Padre Dam Municipal Water District; Al Lau – Padre Dam Municipal Water District; Lee Ann Jones-Santos, Edgar Patino, Ann Sasaki and Marsi Steirer - City of San Diego Public Utilities; Tom Zeleny – City Attorney City of San Diego

**2. PLEDGE OF ALLEGIANCE TO THE FLAG**

Commissioner Wells led the Pledge.

**3. PUBLIC COMMENT**

There was no public comment.

**4. ACTION - CONSIDERATION AND POSSIBLE ACTION TO APPROVE THE MINUTES OF THE  
REGULAR MEETING OF APRIL 5, 2012**

**ACTION:** Upon motion by Commissioner Cox, seconded by Commissioner Mosier, the April 5, 2012 Minutes were approved unanimously.

**5. PRESENTATION – SAN DIEGO RECYCLED WATER STUDY – FINAL DRAFT**

Marsi Steirer, City of San Diego Public Utilities Project Director for the Study, introduced her staff and consultants who assisted in the study and then provided a Power Point presentation which included: Presentation Outline; Background and Objectives Point Loma - NPDES Permit; Background and Objectives - Cooperative Agreement; Recycled Water Study Objectives; Stakeholders and Participation: Eight Technical Memoranda; Key Considerations; Identifying and Quantifying the Opportunities; Non –potable Reuse Opportunities; Non-potable Reuse Estimates; Non-potable Reuse Assumptions; Indirect Potable Reuse Opportunities; San Vicente Options; South Bay – One Option; Five Reuse Alternatives; Reuse Alternatives; Reuse Benefits; Estimated Costs to Produce the Water; comparing the Cost of Water; Implementation Factors; Recycled Water Study Roll-Out Schedule; and Recycled Water Study Next Steps.

Marco Gonzalez representing the Coast Law Group stated that the environmental community was committed to working with the Commission and the City of San Diego. They were encouraged by the study and feel that the right people are at the table.

Chair Ewin suggested MetroTAC be asked to do one final review and bring it back in June for a final review by the JPA.

Commissioner Spriggs requested that when the study comes back, it include more information on the options – long term water security for our area 40-50 years from now.

**ACTION:** Upon motion by Commissioner Mosier, seconded by Commissioner Natividad, the Recycled Water Study to be brought back to the JPA for action after one final review by the MetroTAC. Motion carried unanimously.

Chairman Ewin recognized Past Commissioner Caires and Past MetroTAC Chair Huth for their assistance in the study and their many years of service to the Metro JPA with a Plaque from their colleagues. Mr. Caires stated he was excited about the study and Mr. Huth thanked Secretary Peoples, General Counsel de Sousa and Consultant Keese for all of their assistance throughout the years.

**6. ACTION - CONSIDERATION AND POSSIBLE ACTION ON RENEWAL OF THE JPA AGREEMENT FOR THE SOUTHERN CALIFORNIA COASTAL WATER RESEARCH PARTNERSHIP (SCCWRP)**

Steve Meyer, Deputy Public Utilities Director City of San Diego, provided a brief overview of the agreement. MetroTAC Chair Humora stated that they had reviewed the agreement and recommended approval.

**ACTION:** Upon motion by Commissioner Wells, seconded by Commissioner Peasley, the Agreement was approved unanimously.

**7. KEY RELATED ITEMS WE SHOULD BE TRACKING/GETTING UP TO SPEED ON**

Chairman Ewin stated that since the Strategic Plan has been adopted, this should be included in the MetroTAC updates.

**11. METRO TAC UPDATE**

MetroTAC Chair Humora noted that the TAC had heard a presentation from Cathy Pieroni of the Integrated Regional Water Management Program (IRWMP) and that there would be follow up in the fall

**12. IROC UPDATE**

Chair Ewin thanked Commissioner Natividad for the report he had provided and was included in the agenda materials as well as the additional handouts provided at the meeting.

**13. FINANCE COMMITTEE**

- a. Report from Finance Committee

Commissioner Boyack stated there was no report.

**14. REPORT OF GENERAL COUNSEL**

General Counsel de Sousa stated she had no report.

**15. PROPOSED AGENDA ITEMS FOR THE NEXT METRO COMMISSION/METRO WASTEWATER JPA MEETING MAY 3, 2012**

Chair Ewin noted that the June agenda would have the Recycled Water Study for action after its additional review by MetroTAC.

**16. METRO COMMISSIONERS' AND JPA BOARD MEMBERS' COMMENTS**

Chair Ewin thanked Commissioner Cox for the wonderful Cinco de Mayo cupcakes she had brought which were made by her daughter.

**17. ADJOURNMENT**

At 1:25 p.m., there being no further business, Chairman Ewin declared the meeting adjourned.

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Recording Secretary

# AGENDA ITEM 5

## Attachment



Ernest Ewin, Chairman

[www.metrojpa.org](http://www.metrojpa.org)

June 7, 2012

Ms. Marsi A. Steirer  
Deputy Director  
Water Recourses and Planning  
City of San Diego Public Utilities Department  
600 B Street, MS 906  
San Diego, CA 92101

Re: Metro Commission/JPA Acceptance of the Recycled Water Study

Dear Marsi:

In August 2009, the City of San Diego (San Diego), along with key stakeholders, including representatives from the Participating Agencies (PAs), initiated the Recycled Water Study (Study). The Study is intended to serve as a guidance document in helping policy leaders make the important decisions ahead regarding water reuse and the region's water and wastewater infrastructure.

The Study process was very collaborative and included a number of technical evaluations and coordination steps to identify and evaluate reuse alternatives within San Diego as well as areas served by the Participating Agencies. Throughout the Study, regular Stakeholder Status Update meetings were held to present progress and to receive input and feedback on the activities. Eight technical memoranda were developed to document information.

We accept the San Diego Recycled Water Study dated May 3, 2012. With this acceptance we acknowledge that this Study provides valuable foundational data on Indirect Potable Reuse (IPR) and other water recycling opportunities but is just the first step in the process of achieving the Study's stated objectives:

1. Identify opportunities to increase recycling of wastewater for IPR and Non-Potable Reuse (NPR)
2. Determine the extent recycling can reduce wastewater flows to the Point Loma Wastewater Treatment Plant
3. Determine implementation costs.

We appreciate the inclusion of the Metro TAC and Metro Commission/JPA as stakeholders in the Study process and San Diego's allowing the PAs to comment on each Technical Memorandum and including these comments and the PAs White Paper as appendices to the Report.

We accept San Diego's offer of our continued collaboration as stakeholders in the implementation process and acknowledge that additional investments will be needed to plan and develop the program to a level of detail that can be designed, permitted and constructed as outlined in the Implementation Checklist from the Report (attached). With this acceptance we request that the following items be addressed in the next year:

1. Finalize cost sharing framework
2. Move forward with all items listed on Finance Implementation Checklist
3. Identify water supply implications for the region and work with the County Water Authority.
4. Begin the Point Loma offloads starting with the Salt Creek Diversion to the South Bay Plant.

Ernie Ewin  
Chairman, Metro JPA

Greg Humora  
Chairman, MetroTAC

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## The Joint Powers Authority Proactively Addressing Regional Wastewater Issues

Chula Vista • Coronado • Del Mar • Imperial Beach • La Mesa • Lemon Grove Sanitation District  
National City • Otay Water District • Poway • Padre Dam Municipal Water District  
County of San Diego, representing East Otay, Lakeside/Alpine, Spring Valley & Winter Gardens Sanitation Districts



## IMPLEMENTATION CHECKLIST: REGULATORY, INSTITUTIONAL, POLICY, FINANCE

**Water Purification Demonstration Project/Permitting.** The Water Purification Demonstration Project (Demonstration Project) and the San Vicente flow modeling are key steps of the public involvement and regulatory permitting processes to confirm the health and safety of the new water supply. The following summarizes these key implementation steps:

- Obtain Advanced Water Purification Facility water quality and San Vicente limnology model final results
- Provide on-going public involvement and community outreach
- Coordinate with CDPH and the Regional Water Quality Control Board on processes and permitting (whether through uniform criteria being developed by CDPH or project specific criteria)
- Promote advocacy by Stakeholder groups with CDPH and the Regional Water Quality Control Board

**Mayor and City Council.** Support from the Mayor and City Council is essential to implement such an important program. While the reuse program appears to offer substantial cost savings to ratepayers (compared to upgrading the Point Loma Plant), support from policymakers to advance the program will be needed. The following summarizes these key Mayor and City Council implementation steps:

- Obtain Independent Rates Oversight Committee support
- Obtain Natural Resources and Culture Committee approval.
- Obtain stakeholder advocacy support of the Study by the Metro JPA, Independent Rates Oversight Committee, environmental groups, and other interested parties.
- Obtain City Council approval.
- Coordinate implementation with broader water policy issues and programs

**Metro JPA Approval.** As partners in the Metro System, support from the Metro JPA is also essential to implement such an important program. Support from JPA policymakers is needed to advance the program. The following summarizes these key Metro JPA implementation steps:

- Finalize the cost sharing framework, as summarized below. This includes policy and legal issues, costs and consensus.
- Promote stakeholder advocacy in support of the Study by the City, Independent Rates Oversight Committee, environmental groups, and other interested parties.
- Obtain Policymaker approval to support the Study and the reuse program.

**Financials.** Fiscal responsibility is important for all parties. For Metropolitan Wastewater System ratepayers, there is an important choice required regarding whether to fund this water reuse plan or fund the alternative improvements at the Point Loma Plant. The following summarizes key financial implementation steps:

- Finalize cost share framework concepts and agreements
- Provide comparative financial analyses with other sources (if desired)
- Determine/develop policy on local resource program funding from SDCWA/MWD.
- Seek out and apply for grants.
- Develop of rate impacts
- Develop a detailed financing plan
- Provide funding and staff to move forward with the program implementation, including the activities needed for near-term and long-term projects



## IMPLEMENTATION CHECKLIST: TECHNICAL

**Technical/Other.** Implementing the reuse plan will require technical evaluations and engineering. The following summarizes these key technical implementation steps:

- North City treatment. Determine the North City treatment approach (existing filters, feed source, recovery rates, improvements to the treatment processes upstream of the filters, the fate of the electrodialysis reversal unit's, and other technical design parameters.
- Non-potable reuse demands and wastewater flow confirmation. Continue to evaluate non-potable reuse demands and use trends; and wastewater flow generation. These totals will be important to finalize the size of indirect potable reuse projects.
- Point Loma permitting. Continue permitting coordination amongst Stakeholders as part of the Point Loma Plant 301h Modified Permit process.
- New facility siting. Develop detailed siting studies for new pump stations and treatment plants, including evaluation and confirmation of availability of the Harbor Drive and Camino del Rio North sites.
- Wastewater treatment pilot testing. Test treatment strategies and high rate systems to develop area-specific design values.
- New conveyance facility alignments. Perform alignment studies for new conveyance facilities.
- SV8 Diversion to South Bay. Update the SV8 Pump Station Predesign and Sweetwater River crossing concept (with possible evaluation of constructing solids handling facilities at the South Bay Plant in lieu of diverting to the Point Loma Plant). Coordinate efforts between the Recycled Water Study needs and the September 2011 Draft Wastewater Master Plan (or any updates) needs.
- South Bay Plant. Continue discussion and coordination on South Bay Plant issues, including on-going evaluations regarding whether to treat biosolids produced at the South Bay Plant at a dedicated facility instead of continuing to send it to the Point Loma Plant and the MBC for treatment.
- South Bay indirect potable reuse delivery. Perform detailed evaluation of the South Bay Plant expansion including pump station and delivery pipeline to Otay Lakes.
- Otay Lakes operation. Perform an Otay Lakes operational evaluation in relation to local runoff and indirect potable reuse operation to confirm flow rates and optimal project sizing. Develop a hydraulic model similar to those developed for the San Vicente Reservoir to determine seasonal hydraulic patterns within the Otay Lakes system.
- Joint Project Evaluation. Identify opportunities of joint projects, such as brine pipelines or indirect potable reuse delivery pipelines coordinated with other regional projects.
- Mission Gorge Plant Evaluations. Coordinate further discussion and evaluation on the merits of a joint plant with Padre Dam Municipal Water District in the Mission Gorge area (conceptualized in Alternative B3).
- Groundwater updates. Complete groundwater studies including evaluation of the San Diego Formation and San Diego River system for possible inclusion into future master planning efforts. Update the status of other County groundwater studies including San Pasqual and Padre Dam Municipal Water District's studies.
- Waste stream recovery. Evaluate waste stream efficiency and recovery analysis to evaluate ways to further minimize waste streams.





- San Vicente regulatory limits and operational coordination. Perform San Vicente analysis to evaluate maximum potential indirect potable reuse. If it is limited, determine options such as further evaluation of the San Diego formation or integration with other reservoirs. Coordinate reuse operational activities with other San Vicente operations after the dam raise is complete.
- Regulatory update on minimum reservoir capacities. Check assumptions on smaller sized reservoirs (Lakes Murray and Miramar) once indirect potable reuse reservoir augmentation regulations are finalized.
- SDCWA Coordination. Coordinate with SDCWA on their Master Plan (currently underway), broader water policy support at the state level, and possible regional collaboration involving funding.
- Peak Wet Weather Flow strategies. Continue to evaluate fail-safe disposal strategies under wet weather conditions, including equalization, live stream discharge, and CEPT-secondary effluent blending at the Point Loma Plant.



# AGENDA ITEM 6

## Attachment

**Metro Wastewater JPA  
Proposed Budget FY '13**

|  | FY '12               |                           | FY '13               |                            |                               | Notes on FY '13 Budget Preparation                            |
|--|----------------------|---------------------------|----------------------|----------------------------|-------------------------------|---|
|  | Budget<br>(Approved) | Projected @<br>March 2012 | Budget<br>(Proposed) | Diff from FY '12<br>Budget | Diff from FY '12<br>Projected |   |
| <b>Income</b>  |                      |                           |                      |                            |                               |   |
| Membership Dues  | \$ 206,000           | \$ 206,000                | \$ 223,515           | \$ 17,515                  | \$ 17,515                     | Required amount to break even                                 |
| Interest Income  | 150                  | 109                       | 100                  | (50)                       | (9)                           | Estimated   |
| <b>Total Income</b>  | <b>206,150</b>       | <b>206,109</b>            | <b>223,615</b>       | <b>17,465</b>              | <b>17,506</b>                 |   |
| <b>Expense</b>   |                      |                           |                      |                            |                               |   |
| Consultant - Atkins  | 106,000              | 106,000                   | 129,195              | 23,195                     | 23,195                        | Use contract amount per KKeese (4/20)                         |
| Legal - BB&K   | 35,000               | 33,000                    | 35,000               | -                          | 2,000                         | Budget at \$35K per Paula (Recycled Water Study issue)        |
| Per Diems - Board  | 24,000               | 18,450                    | 22,000               | (2,000)                    | 3,550                         | Slight decrease from prior year based on trend                |
| Treasury Support - Padre Dam   | 14,000               | 14,000                    | 14,000               | -                          | -                             | Historical-Contract   |
| Audit  | -                    | -                         | 5,000                |                            | 5,000                         | Required Audit  |
| Metro/JPA/TAC meeting expenses   | 5,500                | 4,613                     | 5,000                | (500)                      | 387                           | Historical - slight decrease from prior year (less meetings)  |
| Administrative Support-LP  | 3,600                | 2,150                     | 3,600                | -                          | 1,450                         | Estimate \$300/month. Contract for 12/13 max \$3600           |
| Automobile Expense   | 2,500                | 1,611                     | 2,000                | (500)                      | 389                           | Historical, reduce \$500 from prior year's budget.            |
| Web Site   | 1,260                | 904                       | 820                  | (440)                      | (84)                          | \$60 per month (\$5 inc requested) + \$100 domain name        |
| Office Supplies  | 750                  | -                         | 500                  | (250)                      | 500                           | Historical placeholder - with reduction                       |
| Telephone  | 810                  | 360                       | 450                  | (360)                      | 90                            | \$90/quarter + small cushion                                  |
| Bank Charges   | -                    | 102                       | 200                  | 200                        | 98                            | 1 year fees waived. To renegotiate or consider changing banks |
| Dues and Subscriptions   | 600                  | 538                       | 600                  | -                          | 62                            | Historical - S.C. Alliance of Public Treatment Works          |
| Studies / Strategic Plan   | 2,130                | 1,500                     | -                    | (2,130)                    | (1,500)                       | Not planning on any more work in 12/13                        |
| Miscellaneous  | 810                  | -                         | 250                  | (560)                      | 250                           | Placeholder, telephone used to be charged here                |
| Contingencies  | 10,000               | -                         | 5,000                | (5,000)                    | 5,000                         | Contingency   |
| <b>Total Expense</b>   | <b>206,960</b>       | <b>183,228</b>            | <b>223,615</b>       | <b>11,655</b>              | <b>40,387</b>                 |   |
| <b>Net Ordinary Income</b>   | <b>\$ (810)</b>      | <b>\$ 22,881</b>          | <b>\$ -</b>          | <b>\$ 5,810</b>            | <b>\$ (22,881)</b>            |   |
| <br><b>Fund Balance at 3/31/12</b>   |                      |                           | <b>\$ 67,044</b>     |                            |                               |   |
| <b>FY '12 Projected Net Income</b>   |                      |                           | <b>22,881</b>        |                            |                               |   |
| <b>Projected 6/30/12 Fund Balance</b>  |                      |                           | <b>89,925</b>        |                            |                               |   |
| <br><b>FY '13 JPA Required Operating Reserve (4 Mths Operating Expenses)</b> |                      |                           | <b>74,538</b>        |                            |                               |   |
| <b>Projected 6/30/12 Fund Balance Over/(Under) Required Reserves</b>         |                      |                           | <b>\$ 15,387</b>     |                            |                               |   |

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

|   | <b>FY '13 (Proposed)</b>                      |   |                                  |
|---|---|---|----------------------------------|
|   | <b>Metro Flow<br/>2012 forecast<br/>(MGD)</b> | <b>Commission Flow<br/>Distribution<br/>%</b> | <b>Total Agency<br/>Billings</b> |
| Chula Vista                             | <b>16.748</b>                                 | 27.18%  | <b>\$ 60,768</b>                 |
| Coronado                                | <b>2.200</b>                                  | 3.57%   | <b>\$ 7,982</b>                  |
| County of SD *                          | <b>11.776</b>                                 | 19.11%  | <b>\$ 42,728</b>                 |
| Del Mar                                 | <b>0.675</b>                                  | 1.10%   | <b>\$ 2,449</b>                  |
| El Cajon                                | <b>9.000</b>                                  | 14.60%  | <b>\$ 32,656</b>                 |
| Imperial Beach                          | <b>2.250</b>                                  | 3.65%   | <b>\$ 8,164</b>                  |
| La Mesa                                 | <b>5.066</b>                                  | 8.22%   | <b>\$ 18,382</b>                 |
| Lemon Grove                             | <b>2.248</b>                                  | 3.65%   | <b>\$ 8,157</b>                  |
| National City                           | <b>4.571</b>                                  | 7.42%   | <b>\$ 16,585</b>                 |
| Otay Water District                     | <b>0.395</b>                                  | 0.64%   | <b>\$ 1,433</b>                  |
| Padre Dam MWD                           | <b>3.220</b>                                  | 5.22%   | <b>\$ 11,683</b>                 |
| Poway                                   | <b>3.480</b>                                  | 5.65%   | <b>\$ 12,627</b>                 |
| <b>Total Flow</b>                       | <b>61.629</b>                                 | <b>100.00%</b>                                | <b>\$ 223,614</b>                |
| Total Required Agency Billings from P&L |   |   | <b>\$ 223,615</b>                |

| <b>Prior Year</b> |                   |
|-------------------|-------------------|
| <b>FY '12</b>     |                   |
| <b>Flow</b>       | <b>Billings</b>   |
| 16.696            | \$ 56,438         |
| 2.200             | \$ 7,437          |
| 11.298            | \$ 38,191         |
| 0.675             | \$ 2,282          |
| 9.000             | \$ 30,423         |
| 2.250             | \$ 7,606          |
| 9.000             | \$ 16,604         |
| 2.384             | \$ 8,059          |
| 4.571             | \$ 15,451         |
| 0.326             | \$ 1,102          |
| 3.160             | \$ 10,682         |
| 3.469             | \$ 11,726         |
| <b>65.029</b>     | <b>\$ 206,000</b> |

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

# AGENDA ITEM 7

## Attachment

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

This agreement is made and entered into as of \_\_\_\_\_, 2012, 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").

**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 2012-13.

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.

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."

b. In no event shall the total amount paid for services rendered by Consultant pursuant to Exhibit "A" exceed the sum of \$129,192.00 for fiscal year 2012-13. 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.

Consultant shall perform its services in a prompt and timely manner and shall commence performance on July 1, 2012, and upon execution of this Agreement 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; 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/<br>\$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 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.

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:

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

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

**METRO WASTEWATER JPA:**

**ATKINS NORTH AMERICA INC.:**

By: \_\_\_\_\_  
Ernest Ewin  
Chairperson

By: \_\_\_\_\_

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**

**April 17, 2012**

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 general Metro TAC 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 2010 and 2011**

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

**ATKINS**

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 2013
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 and Independent Auditor Finance Review and Analysis of Wastewater Fund -- The PUD will have two major financial projects under development during FYE 2013. The first is the preparation of the next four year rate for City of San Diego's municipal customers and projected rates for Metro TAC including CIP. Atkins in the past has participated in the development of this rate case to insure the proper sequencing of expenses (especially CIP). In addition, San Diego is in the process of hiring an outside auditor to review the sources and uses of funds from the last PUD wastewater rate case. We have formally requested from City staff the participation in these two important projects.
- E. FYE 2013 Recycled Water Financial Projects
1. 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 understand 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 process.

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 2012 draft in-depth to insure that the PAs goals are reached. (Note: This is a carry-over from 2011)

2. Continued Support and Resolution of Recycled Water Contractual Issues – During 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 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 project). In addition, Atkins will work with the PUD and Metro TAC subcommittee to provide financial guidance regarding the value of secondary treated wastewater and cost sharing allocations.
- F. Metro TAC Staff Support – This task includes 6 hours per month for unforeseen financial analysis. Atkins will support, as-needed, the items contained in the Metro TAC 2012 Work plan. One key issue that will continue during FYE 2013 is the reallocation of Metro costs due to the overbilling of Padre Dam Municipal Water District for their sewage strengths. In addition, Atkins has been asked by the Metro JPA/Commission to support the records retention process and the consolidation of Atkins, Board Secretary, and Best, Best, & Krieger records. In addition, PUD staff will be updating the transportation rate and Atkins will review the calculations to insure that only appropriate costs are allocated to the rate.
- G. General Engineering Support – This task includes 6 hours per month for 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, the San Diego Recycled Water capital projects, and IRWMP. This will also include review and participation in the PUD 2012 Master Plan Update and attendance at Metro TAC.

## **II. ADDITIONAL SERVICES AS REQUESTED**

- A. Participate in the MWWD 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**



# Comparison of Hours: Atkins

| Proposed FYE 2013 |                               |                       |       | FYE 2012 Contract |      |                               |       |       |
|-------------------|-------------------------------|-----------------------|-------|-------------------|------|-------------------------------|-------|-------|
|                   |                               | Professional Services | Admin | Total             |      | Professional Services         | Admin | Total |
| 1000              | Routine Support Services      |                       |       |                   | 1000 | Routine Engineering Services  |       |       |
|                   | Support MetroTAC              | 52                    |       |                   |      | Support MetroTAC              | 40    |       |
|                   | Attend Metro Commission       | 30                    |       |                   |      | Attend Metro Commission       | 30    |       |
|                   | Support Metro Finance         | 72                    | 12    | 12                |      | Support Metro Finance         | 72    | 12    |
|                   | Subtotal                      |                       |       | 166               |      | Subtotal                      |       | 154   |
| 2000              | 2010, 11 & 12 Exhibit E Audit |                       |       |                   | 2000 | 2010 & 11 Exhibit E Audit     |       |       |
|                   | Review Audit Scope            | 8                     |       |                   |      | Review Audit Scope            | 8     |       |
|                   | Entrance/Exit Conference      | 8                     |       |                   |      | Entrance/Exit Conference      | 8     |       |
|                   | Interim Work Meetings         | 40                    |       |                   |      | Interim Work Meetings         | 40    |       |
|                   | Review Draft & Final Numbers  | 48                    |       |                   |      | Review Draft & Final Numbers  | 48    |       |
|                   | Special Audit Projects        | 16                    |       |                   |      | Special Audit Projects        | 16    |       |
|                   | Prepare Report/Presentation   | 12                    |       |                   |      | Prepare Report/Presentation   | 12    |       |
|                   | Present Metro TAC/Metro Com.  | 8                     |       |                   |      | Present Metro TAC/Metro Com.  | 8     |       |
|                   | Subtotal                      |                       |       | 140               |      | Subtotal                      |       | 140   |
| 3000              | Budget Review                 |                       |       |                   | 3000 | Budget Review                 |       |       |
|                   | Line Item Review              | 20                    |       |                   |      | Line Item Review              | 20    |       |
|                   | Variance Analysis             | 20                    |       |                   |      | Variance Analysis             | 20    |       |
|                   | Presentation                  | 8                     |       |                   |      | Presentation                  | 8     |       |
|                   | Subtotal                      |                       |       | 48                |      | Subtotal                      |       | 48    |
| 4000              | Special Projects              |                       |       |                   | 4000 | Special Projects              |       |       |
| 4001              | General Metro TAC Support     | 70                    | 12    |                   | 4001 | General Metro TAC Support     | 70    | 12    |
| 4002              | Rate Case & Rate Case Audit   | 40                    |       |                   | 4002 | Reclaimed Water Master Plan   | 36    |       |
| 4003              | Resolve Reclaimed Issues      | 46                    |       |                   | 4003 | Resolve Reclaimed Issues      | 48    |       |
| 4004              | Reclaimed Water Pricing Study | 40                    |       |                   | 4004 | Reclaimed Water Pricing Study | 40    |       |
| 4005              | Reclaimed Cost Allocations    | 50                    |       |                   | 4005 | Reclaimed Cost Allocations    | 50    |       |
|                   | Subtotal                      |                       |       | 258               |      | Subtotal                      |       | 256   |
| 5000              | Engineering Support           |                       |       |                   |      |                               |       |       |
|                   | General Engineering Support   | 80                    |       | 80                |      |                               |       |       |
|                   | Total all Hours               |                       |       | 692               |      |                               |       | 598   |





**LABOR ESTIMATE**

Project Name: **As-Neede Financial & Engineering Services**  
**FYE2013**

Client/Owner: **Metro Wastewater JPA**  
 Project Manager: **Karyn Keese**  
 Prepared By: **Karyn Keese**  
 Proj/Prop No.:  
 Date: **May 8, 2012**

**ATKINS****FEE SUMMARY**

| <u>ITEM</u>      | <u>TOTAL</u>     |
|------------------|------------------|
| Labor            | \$128,480        |
| Outside Services | \$0              |
| Direct Costs     | \$712            |
| <b>TOTAL</b>     | <b>\$129,192</b> |

**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  | AI | - | - | - | - | - | - | - | HOURS       | FEE       |
|                   |                           |                               | kk  | 0  | - | - | - | - | - | - | - |             |           |
| 1000              | Routine Support Services  |                               |     |    |   |   |   |   |   |   |   |             |           |
|                   |                           | Support Metro TAC             | 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             |                               |     |    |   |   |   |   |   |   |   |             |           |
|                   |                           | Line item Review              | 20  |    |   |   |   |   |   |   |   | 20          | \$3,800   |
|                   |                           | Variance Analysis             | 20  |    |   |   |   |   |   |   |   | 20          | \$3,800   |
|                   |                           | Presentation                  | 8   |    |   |   |   |   |   |   |   | 8           | \$1,520   |
|                   |                           | Subtotal                      |     |    |   |   |   |   |   |   |   | 48          | \$9,120   |
| 4000              | Special Projects          |                               |     |    |   |   |   |   |   |   |   |             |           |
| 4001              |                           | General Metro TAC Support     | 70  | 12 |   |   |   |   |   |   |   | 82          | \$14,080  |
| 4002              |                           | Rate Case & Rate Case Audit   | 40  |    |   |   |   |   |   |   |   | 40          | \$7,600   |
| 4003              |                           | Resolve Reclaimed Issues      | 46  |    |   |   |   |   |   |   |   | 46          | \$8,740   |
| 4004              |                           | Reclaimed Water Pricing Study | 40  |    |   |   |   |   |   |   |   | 40          | \$7,600   |
| 4005              |                           | Reclaimed Cost Allocations    | 50  |    |   |   |   |   |   |   |   | 50          | \$9,500   |
|                   |                           | Subtotal                      |     |    |   |   |   |   |   |   |   | 258         | \$47,520  |
| TOTAL - THIS PAGE |                           |                               | PP  | AI | - | - | - | - | - | - | - | PAGE TOTALS |           |
| TOTAL - ALL PAGES |                           |                               | 588 | 24 |   |   |   |   |   |   |   | 612         | \$113,280 |
|                   |                           |                               | 668 | 24 |   |   |   |   |   |   |   | 692         | \$128,480 |

Metro 2012.xlsx - 5/8/2012



# AGENDA ITEM 8

## Attachment

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

THIS FIFTH AMENDMENT is made and entered into this \_\_\_\_ day of June, 2012, by and between the Metro Wastewater Joint Powers Authority (herein referred to as "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 (herein referred to as the "District"), collectively referred to herein as the "Parties."

**RECITALS**

A. WHEREAS, the Parties did enter into an agreement for treasurer services (hereinafter referred to as the "Agreement") on May 29, 2008 for the District to provide treasurer services to Metro JPA until June 30, 2009; and

B. WHEREAS, the Parties entered into a First Amendment to the Agreement on July 1, 2009 to extend the treasurer's service until June 30, 2010; and

C. WHEREAS, the Parties entered into a Second Amendment to the Agreement on June 3, 2010 to extend the treasurer's service until June 30, 2011; and

D. WHEREAS, the Parties entered into a Third Amendment to the Agreement on December \_2, 2010 to assign Karen Jassoy, Padre Dam Chief Financial Officer/Director of Finance, to provide the treasurer services referenced in the Agreement; and

E. WHEREAS, the Parties entered into a Fourth Amendment to the Agreement on July 7, 2011 to extend the treasurer services until June 30, 2012; and

F. WHEREAS, the Parties seek to continue the treasurer contract.

NOW THEREFORE, in consideration of the mutual obligations of the Parties herein expressed, the Parties agree as follows:

1. Section 4 of the original Agreement is amended as necessary to extend the end date of treasurer services until June 30, 2013.

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

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

METRO WASTEWATER JOINT  
POWERS AUTHORITY

PADRE DAM MUNICIPAL WATER  
DISTRICT

By: \_\_\_\_\_  
Ernest Ewin  
Chair

By: \_\_\_\_\_  
Allen Carlisle  
General Manager

APPROVED AS TO FORM:

BEST BEST & KRIEGER LLP

By: \_\_\_\_\_  
Paula C. P. de Sousa  
General Counsel  
Metro Wastewater Joint Powers Authority



# AGENDA ITEM 9

## Attachment

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

THE FOURTH AMENDMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2012, by and between Metro Wastewater Joint Powers Authority (hereinafter referred to as the "Metro JPA"), a joint powers authority organized and operating pursuant to California Government Code section 6500 *et seq.*, and Abel Rodriguez, dba AR Consulting (hereinafter referred to as "Consultant").

**RECITALS**

A. Whereas Metro JPA and Consultant did enter into an agreement for professional services (hereinafter referred to as "Agreement") on September 11, 2008 for Consultant to provide Website maintenance, and related services; and

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

C. WHEREAS, both Metro JPA and Consultant mutually desire to amend the Agreement to extend the time of performance and to adjust the monthly compensation 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 original Agreement, as amended, is amended as necessary to extend the end date of Consultant services until September 11, 2013.

2. Exhibit A, Section 3 (a) of the original Agreement as amended, is amended as follows:

AR CONSULTING will invoice client the sum of \$60  
monthly for the services listed above. Invoices are payable  
Net 30 from the date billed.

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

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

|  |  |                             |
|--|--|-----------------------------|
| METRO WASTEWATER<br>JOINT POWERS AUTHORITY |  | AR CONSULTING               |
| By: _____<br>Ernest Ewin                   |  | By: _____<br>Abel Rodriguez |

APPROVED AS TO FORM:

|  |  |
|--|--|
| BEST BEST & KRIEGER LLP  |  |
| By: _____<br>Paula C. P. de Sousa<br>General Counsel<br>Metro Wastewater Joint Powers<br>Authority |  |

# AGENDA ITEM 10

## Attachment

## METRO JPA/TAC Staff Report

**Subject Title:** Mutual Termination of Agreement Between Metro Wastewater JPA and Fieldman, Rolapp & Associates

**Requested Action:** This item requests termination of the Agreement for Professional Services Between Metro Wastewater JPA and Fieldman, Rolapp & Associates, dated August 3, 2006 ("Agreement").

On August 3, 2006, Metro Wastewater JPA ("JPA") contracted with Fieldman, Rolapp & Associates ("Fieldman") for professional financial advisor services, which Fieldman provided on an as needed basis until mid 2009. While Fieldman has provided no services since 2009, because there has been no need, the Agreement remained in place, and is, to this date, still in effect. Due to the nature of services required to be provided under the Agreement, Fieldman's primary staff members have been required to file annual statements of economic interest with the JPA, even for years when no services were provided. Because of this Fieldman has requested that the Agreement be mutually terminated.

The JPA Finance Committee considered this item at its May 23, 2012 meeting and recommends that the JPA agree to mutual termination of the Agreement for the reasons stated above.

### Recommendations:

|  |                          |
|--|--------------------------|
| Metro Wastewater JPA<br>Finance Committee: | Terminate the Agreement. |
|--|--------------------------|

**Fiscal Impact:** There is no fiscal impact from terminating the Agreement.

Is this projected budgeted?    Yes \_\_\_\_    No \_

|   |     |
|---|-----|
| Cost breakdown between<br>Metro & Muni: | n/a |
|---|-----|

|   |     |
|---|-----|
| Financial impact of this<br>issue on the Metro JPA: | n/a |
|---|-----|

**Capital Improvement Program:** N/A

New Project?        Yes \_\_\_\_    No \_\_\_\_

Existing Project?    Yes \_\_\_\_    No \_\_\_\_    upgrade/addition \_\_\_\_    change \_\_\_\_

**Comments/Analysis:** n/a

# AGENDA ITEM 11

## Attachment

**FIRST AMENDMENT TO THE LETTER AGREEMENT  
FOR FINALIZATION OF STRATEGIC PLAN FOR THE  
METRO WASTEWATER JOINT POWERS AUTHORITY**

THE FIRST AMENDMENT ("Amendment") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2012, by and between Metro Wastewater Joint Powers Authority (hereinafter referred to as the "JPA"), a joint powers authority organized and operating pursuant to California Government Code section 6500 *et seq.*, and Michael Uhrhammer, dba Michael Uhrhammer Communications (hereinafter referred to as "Consultant"). JPA and Consultant are referred to herein collectively as "Parties."

**RECITALS**

A. The Parties did enter into a letter agreement for professional services (hereinafter referred to as "Agreement") on or about January 5, 2012 for Consultant to assist with finalizing the Metro Wastewater JPA 2011-2013 Strategic Plan; and

B. Paragraphs 3 and 5 of the Agreement provide that the Agreement may be modified or altered by a writing signed by both Parties; and

C. The Parties mutually desire to amend the Agreement to extend the time of performance and to adjust the lump sum compensation for services provided by Consultant.

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

1. Paragraph 5 of the Agreement is amended to extend the end date of Consultant's services until June 30, 2012.

2. Paragraph 3 of the Agreement is amended as necessary to increase the lump sum compensation by One Thousand One Hundred and Forty Dollars (\$1,140.00) to a total lump sum compensation amount of Two Thousand Six Hundred Forty Dollars (\$2,640.00). Paragraph 3 shall be amended to read in full as follows:

Compensation for the Services shall be based on the actual amount of time spent in adequately performing the Services; however, unless expressly agreed in writing in advance by the JPA, the cost to the JPA for the Services shall not exceed the lump sum amount of Two Thousand Six Hundred Forty Dollars (\$2,640.00).

3. All other terms and conditions of the Agreement shall remain in full force and effect.

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

|  |  |                                     |
|--|--|-------------------------------------|
| METRO WASTEWATER JOINT<br>POWERS AUTHORITY |  | MICHAEL UHRHAMMER<br>COMMUNICATIONS |
| By: _____<br>Ernest Ewin                   |  | By: _____<br>Michael Uhrhammer      |

APPROVED AS TO FORM:

|  |  |
|--|--|
| BEST BEST & KRIEGER LLP  |  |
| By: _____<br>Paula C. P. de Sousa<br>General Counsel<br>Metro Wastewater Joint Powers<br>Authority |  |



April 12, 2012

METRO Joint Powers Authority  
276 Fourth Avenue  
Chula Vista, California 91910

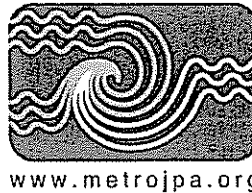
Attention: Lori Peoples, Board Secretary

**Project** / METRO JPA 2011 Strategic Plan

|   |  |                |
|---|--|----------------|
| Note: At the January 5, 2012 meeting of the JPA, Chair Ewin requested that I track time spent on revisions to the 2011 Strategic Plan for compensation. |  | Hours          |
| 1/5/12  | JPA Meeting / to hear Board comments                   | 1.00           |
| 2/2/12  | JPA Meeting / to hear Board comments                   | 1.00           |
| 2/6/12  | Meeting with Director Caires / to discuss revisions    | 1.00           |
| 2/8/12  | Revised plan and prepared redline version              | 8.00           |
| 2/15/12   | TAC Meeting / to hear Committee comments               | 1.00           |
| 2/27/12   | Completed TAC revisions and emailed to Board Secretary | 0.50           |
| 4/5/12  | JPA Meeting / Board approved plan                      | 0.75           |
| 4/12/12   | Final formatting and proofreading                      | 1.00           |
| <b>TOTAL HOURS</b>  |  | <b>14.25</b>   |
| Regular Rate: \$120 per hour / METRO JPA Rate: \$80 per hour  |  |                |
| <b>INVOICE</b>  |  | <b>\$1,140</b> |

Thank you, Lori.

Michael Uhrhammer



Ernest Ewin, Chairman

Michael Uhrhammer  
 Michael Uhrhammer Communications  
 1322 Stratford Court  
 Del Mar, California 92014

Re: Letter of Agreement for finalization of Strategic Plan for the Metro Wastewater JPA

Dear Mr. Uhrhammer:

This letter shall be our Agreement regarding the services for finalizing the Metro Wastewater JPA 2011-2013 Strategic Plan to be provided by Michael Uhrhammer ("Consultant") as an independent contractor to the Metro Wastewater JPA ("JPA") for the JPA's Strategic Plan ("Project"). The finalization of the 2011-2013 Strategic Plan, shall include but not be limited to, incorporation of final comments and suggested revisions discussed at the applicable scheduled Metro Wastewater JPA board meetings and/or Metro TAC meetings, and presentation to the Metro Wastewater JPA of a final draft for approval ("Services").

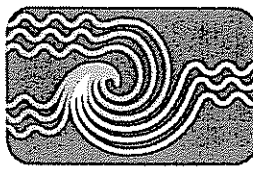
Consultant shall perform all Services under this Letter of Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California, and consistent with all applicable laws. Consultant represents that it, its employees and subconsultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services and that such licenses and approvals shall be maintained throughout the term of this Agreement.

Compensation for the Services shall be based on the actual amount of time spent in adequately performing the Services; however, unless expressly agreed in writing in advance by the JPA, the cost to the JPA for the Services shall not exceed the lump sum amount of One Thousand, Five Hundred Dollars (\$1,500.00).

Invoices shall be submitted to the JPA at the conclusion of the Services. JPA shall review and pay the approved charges within thirty (30) days of receipt of such invoices. If the JPA disputes any of Consultant's fees, the JPA shall give written notice to Consultant, within thirty (30) days of receipt of an invoice, of any disputed fees set forth therein.

Services on the Project shall begin immediately and be completed by April 15, 2012, unless extended by the JPA in writing. The JPA may terminate this Letter of Agreement at any time with or without cause. If the JPA finds it necessary to terminate this Letter of Agreement without cause before Project completion, Consultant shall be entitled to be paid in full for those Services adequately completed prior to the notification of termination. Consultant may terminate this Letter of Agreement for cause only.

Prior to commencement of the Services, Consultant shall provide proof of automobile insurance in amounts and form satisfactory to the JPA. The policy shall be from a company with a current A.M. Best's



rating of no less than A:VII and authorized to do business in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

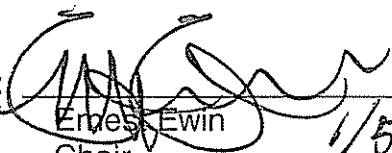
To the fullest extent permitted by law, Consultant shall defend, indemnify and hold the JPA, its officials, officers, employees, agents and volunteers free and harmless from any and all claims, demands, causes of action, expenses, liabilities, losses, damages and injuries to property or persons, including wrongful death, in any manner arising out of or incident to any alleged acts, omissions or willful misconduct of Consultant, its officials, officers, employees, agents, consultants and contractors arising out of or in connection with the performance of this Agreement, including, without limitation, the payment of all consequential damages, attorneys fees and other related costs and expenses. The only limitations on this provision shall be those imposed by Civil Code Section 2782.

If you agree with the terms of this Letter of Agreement, please indicate by signing and dating where indicated below. An original, executed copy of this Letter of Agreement is enclosed for your records.

**METRO WASTEWATER JPA**

**MICHAEL UHRHAMMER**

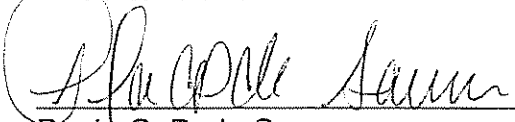
**Michael Uhrhammer Communications**

By:   
Ernest Ewin  
Chair 1/5/12

By:  1/5/12  
Michael Uhrhammer

APPROVED AS TO FORM:

**BEST BEST & KRIEGER LLP**

By:  1/5/12  
Paula C. P. de Sousa  
General Counsel  
Metro Wastewater Joint Powers Authority

# AGENDA ITEM 13

## Attachment

# AGENDA ITEM 14

## Attachment

# AGENDA ITEM 15

## Attachment

**MetroTAC**  
**2011/12 Work Plan**

| MetroTAC Items                           | Description  | Subcommittee Member(s)                       |
|--|--|--|
| IRWMP                                    | <i>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 &amp; finance work group that starts in the 3<sup>rd</sup> quarter of 2012 and at that point the JPA role will be examined. Padre Dam and Chula Vista are regular participants.</i>  |  |
| 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<br>Karen Jassoy<br>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<br>Open issues: Capacity reservation lease payments and North City Optimized System Debt service status. 12/11: Letter sent to San Diego regarding outstanding recycled water revenue issues.  | Scott Huth<br>Scott Tulloch<br>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<br>Bob Kennedy<br>Karyn Keese |
| "No Drugs Down the Drain"                | The state has initiated a program to reduce pharmaceuticals entering the wastewater flows. There have been a number of collection events within the region. The MetroTAC, working in association with the Southern California Alliance of Publicly-owned Treatment Works (SCAP), will continue to monitor proposed legislation and develop educational tools to be used to further reduce the amount of drugs disposed of into the sanitary sewer system. 8/2010: County Sheriff and Chula Vista have set up locations for people to drop off unwanted medications and drugs. 4/11: <i>Local law enforcement has taken a proactive role and is sponsoring drug take back events. 3/11: TAC to prepare a position for the board to adopt; look for a regional solution; watch requirements to test/control drugs in wastewater. 10/26/11: A prescription drug take back day is scheduled for 10/29/11. Go to <a href="http://www.dea.gov">www.dea.gov</a> to find your nearest location. 4/12: East County to host a prescription drug take back 4/28/12.</i> | Greg Humora                                  |
| Flushable Items that do not Degrade      | Several PAs have problems with flushable products, such as personal wipes, that do not degrade and cause blockages. MetroTAC is investigating solutions by other agencies, and a public affairs campaign to raise awareness of the problems caused by flushable products. We are also working with SCAP in their efforts to help formulate state legislation to require manufacturers of products to meet certain criteria prior to labeling them as "flushable." Follow AB2256 and offer support.   | Eric Minicilli                               |

| MetroTAC Items                       | Description  | Subcommittee Member(s)   |
|--------------------------------------|--|--|
| Grease Recycling                     | To reduce fats, oils, and grease (FOG) in the sewer systems, more and more restaurants are being required to collect and dispose of cooking grease. Companies exist that will collect the grease and turn it into energy. MetroTAC is exploring if a regional facility offers cost savings for the PAs. The PAs are also sharing information amongst each other for use in our individual programs. <i>3/11: get update on local progress and status of grease rendering plant near Coronado bridge</i>  | Eric Minicilli   |
| Padre Dam Mass Balance Correction    | 11/11: Padre Dam has been overcharged for their sewage strengths since 1998. Staff from City of San Diego presented a draft spreadsheet entitled Master Summary Reconciliations Padre Dam Mass Balance Corrections Calculation. Rita Bell and Karyn Keese were elected to review the documentation and report back to Metro TAC. 2/12: Audit complete. Item added as Standing to Metro TAC agenda. <i>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 statue of limitations.</i>           | Rita Bell<br>Karyn Keese   |
| Recycled Water Study                 | As part of the secondary waiver process, San Diego agreed to perform a recycled water study within the Metro service area. That study is currently underway, and MetroTAC has representatives participating in the working groups. TM #8 Costs estimates are out and PAs provided comments on TM#8 and have asked for a technical briefing. 10/16/11: Final draft of report is due out in November 2011. 1/12: Final draft of report is due in March 2012. 3/12: Final draft available for comments until 3/19/12 <i>4/12: PUD staff to give presentation to Metro JPA at their May meeting.</i> | Scott Huth<br>Al Lau<br>Scott Tulloch<br>Karyn Keese<br>Jennifer Duffy |
| Recycled Water Rate Study            | San Diego is working on a rate study for pricing recycled water from the South Bay plant and the North City plant. 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<br>Rita Bell   |
| Metro JPA Strategic Initiatives      | Metro TAC to develop success measures for the JPA strategic initiatives and suggest a schedule to complete certain items. 1/12: Paula de Sousa requested the Board Secretary to provide all past policy decisions.   | Dan Brogadir<br>Karyn Keese<br>Paula de Sousa                          |
| Salt Creek Diversion                 | 9/2010: OWD, Chula Vista and San Diego met to discuss options and who will pay for project; Chula Vista and OWD are reviewing options. 2/2011: OWD and PBS&J reviewed calculations with PUD staff; San Diego to provide backup data for TAC to review. This option is also covered in the Recycle Water Study. 10/26/11: Back-up information has still not been received from staff.   | Roberto Yano<br>Bob Kennedy<br>Karyn Keese<br>Rita Bell                |
| Recycled Water Study Cost Allocation | A small working group was formed to discuss options to allocate PLWTP offset project costs among the water and wastewater rate payers; Concepts will be discussed at TAC and JPA Board in near future.   | Roberto Yano<br>Al Lau<br>Karyn Keese                                  |
| <b>Board Members' Items</b>          |  |  |
| 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.   | 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.  | Karen Jassoy<br>Karyn Keese  |



| MetroTAC Items                             | Description   | Subcommittee Member(s)                       |
|--|---|--|
| 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. | Karen Jassoy<br>Karyn Keese<br>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: <i>Scott Huth removed as member due to new position. JPA/Metro TAC needs to appoint a new representative.</i>                       | Karyn Keese                                  |
| Border Region                              | Impacts of sewer treatment and disposal along the international border should be monitored and reported to the Board. These issues would directly affect the South Bay plants on both sides of the border. 2/12: <i>This Item does not have a champion. Should we remove?</i>   |  |
| IROC Performance Audits                    | Work with IROC to identify areas to be audited; participate in audit process. 8/20/10: provide the top 5 areas to audit by September IROC meeting. 4/12 <i>Performance audit completed but JPA participates on an ongoing basis with the IROC.</i>  | Luis Natividad<br>Jim Peasley                |
|  |   |  |

| 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.<br><b>Project complete: 4/10</b>   | Scott Huth<br>Karyn Keese<br>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.<br><b>Project complete: 5/10.</b> 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<br><b>Project complete: 5/10</b>  | 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.<br><b>Project complete 7/10</b>  | 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.<br>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. <b>Efforts closed 3/11</b>  | Tom Howard<br>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. <b>Closed 4/18/12</b>  | 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. | Paula de Sousa                           |

| Completed Items          | Description   | Subcommittee Member(s)     |
|--------------------------|---|----------------------------|
| Metro JPA Strategic Plan | 2/2011: committee to meet 2/28/11 to plan for retreat to be held on 5/5/11<br>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. <i>4/12: Adopted at April 2012 Metro JPA Meeting. Project complete.</i> | Augie Caires<br>Ernie Ewin |

# AGENDA ITEM 17b

## Attachment



Metro Wastewater JPA Finance Committee  
November 30, 2011  
Draft Minutes

Meeting called to order: 8:35 a.m. at Best Best & Krieger, 655 Broadway, 15<sup>th</sup> Floor, San Diego, CA 92101 by Committee Chairman Ovrom.

1. Roll Call

**Attendees:**

Al Ovrom, Committee Chairman, Metro Wastewater JPA Finance Committee  
Merrilee Boyack, Vice Committee Chairperson, Metro Wastewater JPA Finance Committee  
Louis Natividad, Committee Member  
Ed Spriggs, Committee Member (Arrived at 8:45 am)

**Support Staff:**

Karen Jassoy, Treasurer  
Karyn Keese, Atkins  
Paula de Sousa, BBK

**City of San Diego Staff:**

Guann Hwang  
Lee Ann Santos-Jones  
Christi Dadachanji  
Edgar Patino  
Tom Fong

**General Public:**

None

2. Public Comment

There was no public comment.

3. Approval of Minutes from the June 29, 2011 Finance Committee Meeting

Upon motion by Vice Chair Boyack, seconded by Committee Member Natividad the June 29, 2011 Regular Meeting Minutes were approved unanimously

**4. Pump Station #2 Power Reliability and Surge Protection Project**

Committee Member Spriggs arrived at 8:45 a.m., during discussion of item 4.

Guann Hwang gave a presentation to the Committee regarding this project. This project will provide power reliability as required by the Environmental Protection Agency, surge protection, and the reduction of dependence on SDG&E Power. The total projected project cost is anticipated to be \$31.23 million dollars from FYE11 to FYE 15. The current request is for \$1.75 million to cover the costs of consultant design fee. The consultant will conduct an evaluation of the electrical system at PS2. They will also conduct an independent analysis of all the feasible alternatives, including those identified in the City's Business Case, and identify the most optimal alternative for implementation. They will prepare a Technical Memorandum by July 2012. The Committee requested that the Technical Memorandum be reviewed by Metro TAC when it is in draft form.

Upon motion by Vice Chair Boyack, seconded by Committee Member Natividad the Committee unanimously approved moving this item forward to the January 1012 Metro JPA/Commission meeting.

**5. Metro CIP, 2012 & Forecast**

Guann Hwang gave a presentation to the Committee regarding the 2012 to 2016 CIP. The CIP is going to be funded using a mixture of low interest State Loans and pay-as-you go financing. The issuance of debt is not anticipated by City staff. Committee Member Spriggs noted that the numbers on the CIP schedule for the PS2 project are different from those presented under Item 4. City staff stated that the project cost numbers in Item 4 staff report are more recent. The CIP schedule was prepared as part of the FYE 2012 budget process and will be updated with new numbers during the FYE 2013 budget process.

Upon motion by Vice Chair Boyack, seconded by Committee Member Natividad the Committee unanimously approved moving this item forward to the January 1012 Metro JPA/Commission meeting.

**6. Revisions to 2010 Exhibit E Audit Agreed Upon Procedures**

Karyn Keese reviewed the FY10 Exhibit E Audit Calendar and proposed changes in the Audit Procedures. The City has just provided the JPA representatives with the audit sample to select transactions from. The main changes to the Audit Procedures are:

- Increased payroll sample from 25 to 50
- Deletion of San Diego Data Processing billing testing as they now fall under the general sample testing.
- The increase in JPA representative non-payroll related transaction testing from 100 to 200 this year.

Upon motion by Vice Chair Boyack, seconded by Committee Member Natividad the Committee unanimously concurred with the changes to the Audit Procedures for 2010 and approved moving this item forward to the January 1012 Metro JPA/Commission meeting.

**7. June 30, 2011 Metro Wastewater JPA Financial Statements**

Karen Jassoy reviewed the FYE 2011 JPA Financial Statements. The JPA's ending cash balance was \$108,079. The JPA budget was \$4,453 over budget at year end, primarily due to the JPA's involvement in the City of San Diego Recycled Water Study.

Upon motion by Committee Member Natividad, seconded by Vice Chair Merrilee Boyack the Committee unanimously accepted the Treasurer's Report and the FYE 2011 JPA Financial Statements and approved moving this item forward to the January 1012 Metro JPA/Commission meeting.

**8. Review of Other Items from the November Metro TAC Meeting**

Ms. Keese and Ms. de Sousa reviewed the discussion held at Metro TAC regarding the Padre Mass Balance Corrections Calculation and solids overcharge. The City has prepared a summary containing two scenarios, one going back 5 years and another scenario going back 12 years. City of San Diego staff stated that the City Attorney for the City of San Diego provided an opinion to City staff that the statute of limitation is 4 years however City staff is recommending going back 12 years. PA pay back periods to the City of San Diego of 3, 4, & 5 years were discussed. The City will want TAC to make a recommendation to the JPA on the period of the reconciliation (5 years vs. 12 years) and the length of time to pay it back to the City.

The next step is for the City to finalize the excel spreadsheet (several years will be forecasted since they will not "true up" costs from 2009 until early next year). Rita Bell and Karyn Keese were elected to review the documentation and report back to Metro TAC. This item will also go to the Metro Finance Committee and the Metro JPA/Commission Board as action items after Metro TAC has completed its review.

This was an information item only and no action was required.

**9. Other Business of the JPA**

The Finance Committee recommended that items 3, 4, 5, 6, and 7 should be moved forward to the January 2012 Metro JPA/Commission meeting.

The 2012 Finance Committee calendar was discussed. It was decided that the Finance Committee will meet the 4<sup>th</sup> Wednesday of each month to facilitate moving items forward to the Metro JPA/Commission Board Meeting agenda. The calendar for 2012 is as follows: