



**Metro Finance Committee**  
(Finance Advisory Committee to Metro JPA)

**TO:** Finance Committee Members and Metro Commissioners

**DATE:** Wednesday, May 29, 2013

**TIME:** 8:30 a.m.

**LOCATION:** Atkins Global, 3570 Carmel Mountain Road, Suite 300, San Diego, CA 92130\*

\* The location and time of future meetings is subject to change

***THIS NOTICE HAS BEEN DISTRIBUTED TO THE METRO COMMISSIONERS AND FINANCE COMMITTEE MEMBERS.***

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1. Roll Call
2. Public Comments  
*Persons speaking during Public Comment may address the Metro Finance Committee on any subject matter within the jurisdiction of the Metro Finance Committee 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 meeting.*
3. Approval of Minutes from the March 27, 2013 Regular Finance Committee Meeting (**Attachment**)
4. Metro FYE 2014 O&M and CIP Budget (Lee Ann Jones Santos) (**Attachments forthcoming**)
5. 2013-2014 Metro Wastewater JPA Budget (**Attachment**)
6. Atkins 2013-2014 Contract (**Attachment**)
7. Treasurer 2013-2014 Amendment to Contract (**Attachment**)
8. Webmaster 2013-2014 Amendment to Contract (**Attachment**)
9. City of San Diego 2013-2014 Amendment to Contract (**Attachment**)
10. Lori Anne Peoples 2013-2014 Amendment to Contract (**Attachment**)
11. Other Business of the Finance Committee
12. Review of Items to be Brought Forward to the Metro Commission/Metro JPA
13. Adjournment

The Metro Finance Committee may take action on any item listed on the Agenda whether or not it is listed “for action”.

*Materials provided to the Metro Finance Committee related to any open-session item on this agenda are available for public review by contacting Karyn Keese (858)514.1008 during normal business hours.*

<b><u>Finance Committee 2013 Meeting Schedule</u></b>		
January 23	May 29	September 25
February 27	June 26	October 30
March 27	July 31	November 27
April 24	August 28	December 25

***In compliance with the  
AMERICANS WITH DISABILITIES ACT***

*The Metro Finance Committee requests individuals who require alternative agenda format or special accommodations to access, attend, and/or participate in the Metro Finance Committee meetings, contact Margaret O'Donnell at (619)525.1354, at least forty-eight hours in advance of the meetings.*

# AGENDA ITEM 3

## Attachment



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

**ACTION MINUTES**

**DATE OF MEETING:** March 27, 2013

**TIME:** 8:30 AM

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

**MEETING ATTENDANCE:**

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

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

**1. Roll Call**

Attendees to the Committee Meeting are listed above.

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

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

**3. Public Comments**

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

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

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

**5. Public Utilities Financial Presentation**

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

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

**6. ACTION: 2010 Exhibit E Audit Presentation**

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

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

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

**7. Overview of Finance Committee and Metro TAC Roles**

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

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

**8. Other Business of the Finance Committee**

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

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

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

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

# AGENDA ITEM 5

## Attachment

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

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

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

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

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

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



# AGENDA ITEM 6

## Attachment

**METRO JPA/TAC  
Staff Report**

**Date:** May 6, 2013

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

**Requested Action:** Approve FYE 2014 Contract

**Recommendations:**

Metro TAC:	
IROC:	
Prior Actions: (Committee/Commission, Date, Result)	

**Fiscal Impact:**

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

**Capital Improvement Program: N/A**

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

**Comments/Analysis:**

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

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

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

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

**Previous TAC/JPA Action:**

**Additional/Future Action:**

**City Council Action: N/A**

Atkins North America  
Projected FYE 2013 and Proposed FYE 2014 Budget

FYE2013				FYE 2014 Budget		
	FYE 2013 Budget	FYE 2013 Projected Year-End	Difference		FYE 2014 Budget	Difference From 2013
1000 <b>Routine Support Services</b> Support MetroTAC Attend Metro Commission Support Metro Finance	\$ 30,040.00	\$ 30,040.00	\$ -	1000 <b>Routine Support Services</b> Support MetroTAC Attend Metro Commission Support Metro Finance	\$ 30,040.00	\$ -
2000 <b>2010 &amp; 11 Exhibit E Audit</b> Review Audit Scope Entrance/Exit Conference Interim Work Meetings Review Draft & Final Numbers Special Audit Projects Prepare Report/Presentation Present Metro TAC/Metro Com.	\$ 26,600.00	\$ 26,600.00	\$ -	2000 <b>2011, 2012, 2013 Audits</b> Review & Edit Audit Scope Entrance/Exit Conference Interim Work Meetings Review Draft & Final Numbers Special Audit Projects Prepare Report/Presentation Present Metro TAC/Metro Com.	\$ 26,600.00	\$ -
3000 <b>Budget Review</b>	\$ 9,120.00	\$ 1,500.00	\$ (7,620.00)	3000 <b>Budget &amp; CIP Review</b>	\$ 6,080.00	\$ (3,040.00)
4000 <b>Special Projects</b>	\$ 14,080.00	\$ 20,000.00	\$ 5,920.00	4000 <b>Special Projects</b>	\$ 14,080.00	\$ -
4001 General Metro TAC Support	\$ 7,600.00	\$ 4,800.00	\$ (2,800.00)	4001 General Metro TAC Support	\$ 8,740.00	\$ 1,140.00
4002 Rate Case & Rate Case Audit	\$ 8,740.00	\$ 1,000.00	\$ (7,740.00)	4002 Rate Case & Rate Case Audit	\$ 8,740.00	\$ -
4003 Resolve Reclaimed Issues	\$ 7,600.00	\$ 5,000.00	\$ (2,600.00)	4003 Resolve Reclaimed Issues	\$ 7,600.00	\$ -
4004 Reclaimed Water Pricing Study	\$ 9,500.00	\$ 4,200.00	\$ (5,300.00)	4004 Reclaimed Water Pricing Study	\$ 11,400.00	\$ 1,900.00
4005 Reclaimed Cost Allocations	\$ 15,200.00	\$ 4,882.22	\$ (10,317.78)	4005 Reclaimed Cost Allocations	\$ 15,150.00	\$ (50.00)
5000 <b>Engineering Support</b>	\$ 712.00	\$ 4,882.22	\$ 4,170.22	5000 <b>Engineering Support</b>	\$ 762.00	\$ 50.00
<b>Direct Expenses</b>				<b>Direct Expenses</b>		
<b>Total</b>	\$ 129,192.00	\$ 98,022.22	\$ (31,169.78)	<b>Total</b>	\$ 129,192.00	\$ -

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

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

**RECITALS**

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

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

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

**AGREEMENT**

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. **Services.**

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

2. **Compensation.**

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

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

3. Additional Work.

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

4. Maintenance of Records.

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

5. Time of Performance; Term.

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

6. Delays in Performance.

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

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

7. Compliance with Law.

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

8. Standard of Care

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

9. Assignment and Subconsultant

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

10. Independent Consultant

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

11. Integration

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

12. Insurance

a. Commercial General Liability

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

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

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

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

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

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

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

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

b. Automobile Liability

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

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

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

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

c. Workers' Compensation/Employer's Liability

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

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

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



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

d. Professional Liability (Errors and Omissions)

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

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

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

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

f. Evidence Required

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

g. Policy Provisions Required

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

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

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

h. Qualifying Insurers

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

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

i. Additional Insurance Provisions

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

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

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

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

13. Indemnification

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

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

14. Laws, Venue, and Attorneys' Fees

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

15. Termination or Abandonment

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

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

16. Notice

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

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

19. Termination of Prior Agreements

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

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

**METRO WASTEWATER JPA:**

**ATKINS NORTH AMERICA INC.:**

By: \_\_\_\_\_  
Cheryl Cox  
Chairperson

By: \_\_\_\_\_  
Carmen Kasner P.E.  
Vice President

APPROVED AS TO FORM:

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

**EXHIBIT A**  
**Scope of Services**

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

**May 6, 2013**

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

**I. Scope of Services**

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

**A. Routine Meetings**

The routine meetings will include the following tasks:

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

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

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

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

C. Routine Review of MWWWD Budget – FYE 2014

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

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

E. FYE 2014 Recycled Water Financial Projects

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



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

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

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

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

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



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

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

- A. Participate in the MWWDD 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**

**LABOR ESTIMATE**Project Name: **As-Neede Financial & Engineering Services****FYE 2014**Client/Owner: **Metro Wastewater JPA**Project Manager: **Karyn Keese**Prepared By: **Karyn Keese**

Proj/Prop No.:

Date: **May 6, 2013****FEE SUMMARY**

<u>ITEM</u>	<u>TOTAL</u>
Labor	\$128,430
Outside Services	\$0
Direct Costs	\$762

**TOTAL \$129,192****BILLING RATES****ENGINEERING SERVICES**

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

**ADMINISTRATIVE SERVICES**

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

**OTHER PROFESSIONAL SERVICES**

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

**PUBLIC AFFAIRS SERVICES**

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

**ENVIRONMENTAL SCIENCE**

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

**CONSTRUCTION RELATED SERVICES**

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

**DESIGN & GRAPHIC SERVICES**

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

TASK DESCRIPTION		LABOR CODE/STAFF HOURS										TOTALS	
Pt	Task/Sub	PP kk	AI 0	SPIII 0	-	-	-	-	-	-	-	HOURS	FEE
<b>1000 Routine Support Services</b>													
	Support Metro TAC	52										52	\$9,880
	Attend Metro Commission	30										30	\$5,700
	Support Metro Finance	72	12									84	\$14,460
	<b>Subtotal</b>											166	\$30,040
<b>2000 2010 &amp; 11 Exhibit E Audit</b>													
	<b>Review Audit Scope</b>	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
	<b>Subtotal</b>											140	\$26,600
<b>3000 Budget Review</b>													
	O&M Review	16										16	\$3,040
	<b>CIP Review</b>	16										16	\$3,040
	<b>Subtotal</b>											32	\$6,080
<b>4000 Special Projects</b>													
4001	General Metro TAC Support	70	12									82	\$14,080
4002	Rate Case	46										46	\$8,740
4003	Resolve Reclaimed Issues	46										46	\$8,740
4004	Reclaimed Water Pricing Study	40										40	\$7,600
4005	Reclaimed Cost Allocations	60										60	\$11,400
	<b>Subtotal</b>											274	\$50,560
<b>TOTAL - THIS PAGE</b>													
<b>TOTAL - ALL PAGES</b>													
		PP	AI	SPIII	-	-	-	-	-	-	-	PAGE TOTALS	
		588	24									612	\$113,280
		588	24	101								713	\$128,430



Metro 2014.xlsx - 5/6/2013

**PBS&J**

**Direct Costs**

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

# AGENDA ITEM 7

## Attachment

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

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

**RECITALS**

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

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

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

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

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

**AGREEMENT**

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

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



- and payables to the extent known as of the financial statement date.
  - Attend staff and Board meetings as desired by the Metro Commission and Metro JPA.
  - Consult and respond to questions from member agencies concerning finances and billings.
  - Other incidental services consistent with the Treasurer's position.
2. The District shall assign Karen Jassoy, Padre Dam Chief Financial Officer/Director of Finance as the treasurer to provide the above referenced services.
  3. Metro JPA agrees to reimburse the District for labor services on an hourly basis. The hourly rate for said services is \$257 per hour. It is estimated by the Parties that services will be performed for an estimated 3 to 5 hours per month with extra time spent in the beginning and end of the fiscal year for set up and year-end statements. Some of the more routine monthly tasks will be assigned to other personnel and billed at their lower rate.
  4. Said treasurer services shall continue until June 30, 2014 but may be extended by mutual agreement of both Parties. Either Party may terminate this Agreement upon ninety (90) days notice.
  5. Total charges against this Agreement shall not exceed \$14,000[METRO JPA TO CONFIRM AMOUNT], unless said amount is increased by an amendment to the Agreement.
  6. Metro JPA agrees to protect and hold harmless the District, Ms. Jassoy and the District's elective, appointive Board, officers, agents and employees from any and all claims, liabilities, expenses or damages arising out of or in any way connected with the performance of this Agreement by the District or Ms. Jassoy. The only exception to Metro JPA's responsibility to protect and hold harmless is any claim, liability, expense or damage arising from or related to the gross negligence or willful misconduct of the District or Ms. Jassoy.

[Signatures on following page]

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

**METRO WASTEWATER JPA:**

**PADRE DAM MUNICIPAL WATER  
DISTRICT:**

By: \_\_\_\_\_  
Cheryl Cox  
Chairperson

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

APPROVED AS TO FORM:

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

# AGENDA ITEM 8

## Attachment

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

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

**RECITALS**

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

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

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

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

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

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

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

[Signatures on following page]

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

**METRO WASTEWATER JPA:**

**AR CONSULTING:**

By: \_\_\_\_\_  
Cheryl Cox  
Chairperson

By: \_\_\_\_\_  
Abel Rodriguez

APPROVED AS TO FORM:

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

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

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

**RECITALS**

A. Metro JPA would like to retain the services of Consultant to provide Website maintenance, and related services as set forth in more detail herein.

B. Consultant has the necessary qualifications and experience to provide such services.

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

**AGREEMENT**

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. Services and Compensation.

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

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

2. Additional Work.

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

3. Maintenance of Records.

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

4. Time of Performance.

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

5. Delays in Performance.

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

6. Compliance with Law.

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

7. Warranties.

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

8. Ownership.

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

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

9. Standard of Care

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

10. Assignment and Subconsultant

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

11. Independent Consultant

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

12. Integration

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

13. Insurance

a. Automobile Liability

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

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

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



c. Workers' Compensation

(i) In the event Consultant has employees, at all times during the performance of Services under this Agreement, the Consultant shall maintain workers' compensation in compliance with applicable statutory requirements.

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

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

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

d. Automobile Liability

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

Combined Single Limit

Automobile Liability

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

e. Evidence Required

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

f. Policy Provisions Required

(i) All policies shall contain a provision for 30 days advance written notice by the insurer(s) to the Metro JPA of any cancellation. Statements that the carrier "will endeavor" and "that failure to mail such notice shall impose no obligation and liability upon the company, its agents or representatives," will not be acceptable on certificates.

(ii) All policies shall contain a provision stating that the Consultant's policies are primary insurance and the insurance of the Metro JPA or any named insureds shall not be called upon to contribute to any loss. All policies shall also name the Metro JPA, the Board and each member of the Board, its officers, employees, agents and Metro JPA designated volunteers as Additional Insureds under the policy.

g. Qualifying Insurers

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

h. Additional Insurance Provisions

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

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

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

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

14. Indemnification

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

15. Laws, Venue, and Attorneys' Fees

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

16. Termination or Abandonment

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

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

17. Notice

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

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

**CONSULTANT:**  
AR Consulting  
1157 23<sup>rd</sup> Street, No 2  
San Diego, CA 92102

**Attn: Lori Anne Peoples**

**Attn: Abel Rodriguez**

and shall be effective upon receipt thereof.

18. Data

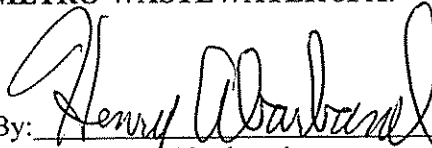
Consultant shall be entitled to rely upon the accuracy of data and information provided by the Metro JPA without independent review or evaluation unless such review or evaluation is specified in the scope of services.

19. Third Party Rights

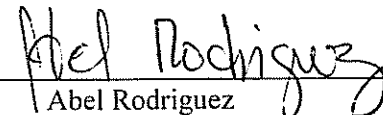
Nothing in this agreement shall be construed to give any rights or benefits to anyone other than the Metro JPA and the Consultant.

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


**METRO WASTEWATER JPA:**

By:   
Henry Abarbanel  
Chairperson

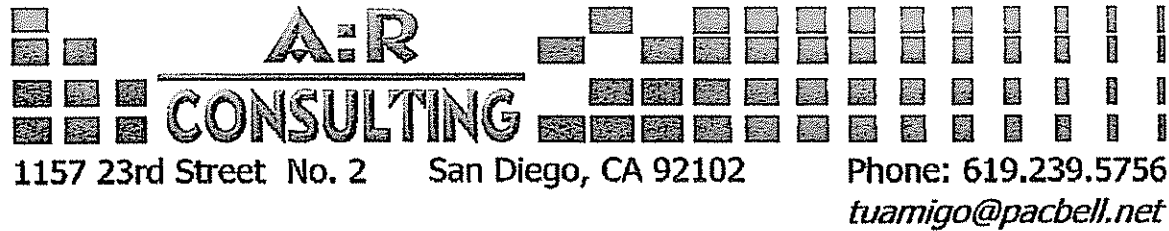
**AR CONSULTING:**

By:   
Abel Rodriguez

**APPROVED AS TO FORM:**

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

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



September 3, 2008

This proposal is to provide web site maintenance services for [www.metrojpa.com](http://www.metrojpa.com) in accordance with the provisions hereof.

### 1. Commitments

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

### 2. Scope of Services

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

### 3. Compensation

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

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

#### **4. Additional Services**

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

# AGENDA ITEM 9

## Attachment

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

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

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

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

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

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

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

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



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

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

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

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

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

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

Metro Wastewater  
Joint Powers Authority

THE CITY OF SAN DIEGO  
a Municipal Corporation

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

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

Al Rechany  
Interim Director  
Purchasing & Contracting

Title:\_\_\_\_\_

Date:\_\_\_\_\_

Date:\_\_\_\_\_

Approved as to form:

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

I HEREBY APPROVE the form and legality of the foregoing AMENDMENT this \_\_\_\_\_day of \_\_\_\_\_, 2013.

JAN I. GOLDSMITH, City Attorney

By:\_\_\_\_\_  
Deputy City Attorney

# AGENDA ITEM 10

## Attachment

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

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

RECITALS

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

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

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

AGREEMENT

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

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

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

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

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

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

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

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

**METRO WASTEWATER JPA:**

**LORI ANNE PEOPLES:**

By: \_\_\_\_\_  
Cheryl Cox  
Chairperson

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

APPROVED AS TO FORM:

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