



METRO TAC AGENDA
(Technical Advisory Committee to Metro JPA)

TO: Metro TAC Representatives and Metro Commissioners

DATE: Wednesday, May 18, 2016

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

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

****PLEASE DISTRIBUTE THIS NOTICE TO METRO COMMISSIONERS AND METRO TAC REPRESENTATIVES****

1. Review and Approve MetroTAC Action Minutes for the Meeting of April 20, 2016 (**Attachment**)
2. Metro Commission/JPA Board Meeting Recap (Standing Item)
3. **PRESENTATION AND POSSIBLE ACTION:** FY 2017 Metro Budget (Seth Gates/Edgar Patino) (**Attachment pending**)
4. **ACTION:** Consideration and Possible Action to Recommend Approval of the FY 2017 Metro Wastewater JPA Budget (Karyn Keese) (**Attachments**)
5. **ACTION:** Consideration and Possible Action to Recommend Approval of the FY 2017 Atkins Contract for Engineering Services (Karyn Keese) (**Attachments**)
6. **ACTION:** Consideration and Possible Action to Recommend Approval of the FY 2017 Contract with The Keze Group, LLC for Auditing Services (Karyn Keese) (**Attachments**)
7. **ACTION:** Consideration and Possible Action to Recommend Approval of the 3rd Amendment to Agreement for Treasurer Services with Padre Dam Municipal Water District for FY 2017 (Karyn Keese) (**Attachments**)
8. **ACTION:** Consideration and Possible Action to Recommend Approval of the 1st Amendment to the Webmaster Contract with Vision Internet Providers for FY 2017 (Greg Humora) (**Attachments**)
9. **ACTION:** Consideration and Possible Action to Recommend Approval of the 1st Amendment to the Contract for Administrative Service from Lori Anne Peoples for FY 2017 (Karyn Keese) (**Attachments**)

10. **ACTION:** Consideration and Possible Action to Recommend Approval of the Creation of a Regional Wastewater Disposal Agreement Flow Commitment Subcommittee (Greg Humora)

- Administrative Protocol for implementation:

C. Flow Commitment

1. *Absent agreement of the parties, all Flow from the Participating Agencies and the City, up to the capacity limits set forth in Exhibit B or any amendments thereto, shall remain in the Metro System.*
2. *This Agreement shall not preclude and Participating Agency from diverting Flow from the Metro System as a result of the construction of reclamation facilities or New Capacity outside of the Metro System.*
3. *Any Participating Agency may negotiate an agreement with the City to withdraw all Flow from the Metro System, which at a minimum requires the Agency to pay its proportionate share of Capital Improvement Costs.*

11. **ACTION:** Consideration and Possible Action to Recommend Approval of a Social Media Subcommittee.

12. Metro Wastewater Update (Standing Item)

- Update on Outcome of Metro Wastewater Debt Refunding's (Seth Gates) (**Attachment**)

13. Metro Capital Improvement Program and Funding Sources (Standing Item) (Tung Phung)

14. Financial Update (Standing Item) (Karyn Keese)

15. MetroTAC Work Plan (Standing Item) (Greg Humora) (**Attachment**)

16. Point Loma Permit Renewal (Standing Item) (Greg Humora) (**Attachment**)

17. Review of Items to be Brought Forward to the Regular Metro Commission/Metro JPA Meeting (**June 2, 2016**)

18. Other Business of Metro TAC

19. Adjournment (To the next Regular Meeting June 15, 2016)

Metro TAC 2016 Meeting Schedule

January 20	May 18	September 21
February 17	June 15	October 19
March 16	July 20	November 16
April 20	August 17	December 21

Attachment 1

Minutes of April 20, 2016

Metro TAC
(Technical Advisory Committee to Metro Commission/JPA)

ACTION MINUTES

DATE OF MEETING: April 20, 2016
TIME: 11:00 AM
LOCATION: MOC II Auditorium

MEETING ATTENDANCE:

Greg Humora, La Mesa
Dennis Davies, El Cajon
Al Lau, Padre Dam
Roberto Yano, Chula Vista
Ed Walton, Coronado
Eric Mincelli, Del Mar
Yazmin Arellano, El Cajon
Chris Helmer, Imperial Beach
Mike James, Lemon Grove
Kuna Muthusamy, National City
Steve Beppler, Otay WD

Kevin Koeppen, Otay WD
Mark Niemiec, Padre Dam
Seval Sen, Padre Dam
Mike Obermiller, Poway
Terry Zaragoza, Poway
Alex Heide, Poway
Rania Amen, City of San Diego
John Helminski, City of San Diego
Edgar Patino, City of San Diego
Karyn Keese, The Keze Group

1. Review and Approve Metro TAC Action Minutes for the Meeting of March 16, 2016

On a motion made by Roberto Yano, seconded by Vice Chair Dennis Davies the minutes were unanimously approved by all those that were in attendance at that meeting. Vice Chair Al Lau, Ed Walton, and Mike James abstained as they were not at the March meeting.

Vice Chair Davies introduced Yazmin Arellano, the new Deputy Director of Public Works/City Engineer for the City of El Cajon. She will be working with wastewater related issues and attending Metro TAC.

2. Metro Commission/JPA Board Meeting Recap (Standing Item)

Chairman Humora reviewed the presentation given to the Commission by Alan Langworthy on the history of the Metro System and the waiver process. He will be working on uploading the presentation to the JPA website for future reference. This will be especially useful for new Commission member orientation. A second presentation is scheduled for their May meeting on the Regional Agreement.

3. INFORMATION: Review of Metro Wastewater JPA Treasurer's Report, Nine Months Ending March 31, 2016.

Karyn Keese reviewed the Treasurer's report for the Metro TAC members. As of the end of March spending of budgeted items is substantially under budget with only 28% of the budget spent to date. Much of this is due to the fact that the Pure Water Cost Allocation process slowed due to San Diego's water and recycled water rate case process. It is anticipated that the FYE 2017 JPA budget will be less than the current year budget.

4. Metro Wastewater Update (Standing Item)

- PUD staff reviewed a presentation entitled "Statistical Analysis on Sample Dataset" and a memorandum entitled "Sample Rejection Protocol" with Metro TAC members (both included as Attachment A to these minutes). In Fiscal Year 2013 Brown & Caldwell presented a technical memorandum entitled "Metro Billing" to Metro TAC and PUD staff agreed to implement 19 recommendations made by Brown & Caldwell beginning in FYE 2014. Since implementation PUD staff has collected 2 fiscal years of additional sewage strength sampling data and has conducted further evaluations with regards to the 19 recommendations. One of the recommendations suggested the use of "Loading-based statistical analysis" in lieu of "Concentration-based statistical analysis to determine the mean concentration value for strength based billing purposes. After review staff believes that changing to the load-based approach presents some challenges and there are additional issues that need to be evaluated. Vice Chair Lau remarked that if an abnormal sample is removed from the cumulative data that the flow associated with that sample must also be removed. PUD staff will prepare additional analysis of this and the review of that changes that would also be required to the current billing methodology and bring information back to the May Metro TAC meeting for discussion on how to proceed.
- John Helminski reported that the Morena Pump Station and Pipeline Design interview selection panel met on April 11, 2016. Vice Chair Davies sat on that selection panel. The selection panel for the design of the North City Water Reclamation Plant AWT and Confluence Conveyance Project will interview prospective consultants in May. Mike James is sitting on that panel. Full NTP has been given for the design of the Miramar Pipeline. Staff is holding off on beginning the San Vicente pipeline design pending the outcome of State feedback on the Miramar project.
- The Pure Water Project won Water Reuse Project of the Year at the Global Water Summit held in Abu Dhabi.
- The comment period for the Program EIR (PEIR) closed on April 11, 2016. Only 20 comments were received. PUD staff anticipates that the

PEIR will be certified in September 2016.

- There are two additional Pure Water Program contract selections with RFP's issued in April. Ed Walton and Bob Kennedy will sit on the selection panels representing Metro TAC.

5. Metro Capital Improvement Program and Funding Sources (Standing Item).
The third quarter CIP summary will be presented next month.

6. Financial Update

The FYE 2017 JPA as well as the FYE 2017 Metro budgets will be presented to Metro TAC at their May 2016 meeting. In addition, the FYE 2013 and FYE 2014 Exhibit E Audits will be presented as well. These four items will then move forward to the Finance Committee in May and the Commission in June.

7. Metro TAC Work Plan (Standing Item)

The work plan was attached to the agenda packet. No additional changes were made.

8. Point Loma Permit Renewal

- Chairman Greg Humora stated that the EPA has been delayed in their review of the City's waiver application due to limited staffing resources. It is now anticipated that the Regional Board may hold the public hearing on the permit renewal in February 2017. PUD staff has submitted additional data to EPA to bring the application current.
- City of San Diego staff and their lobbyists will be focusing on Federal legislation after the election. After discussion with the enviros, it was determined that resources would be best focused on a Federal fix following some work that had taken place examining a State fix for secondary equivalency.
- Work on the Pure Water Cost allocation will resume shortly. It is hoped that buyoff from San Diego will be in June/July. The framework of the cost allocation plan is anticipated to have three levels: (1) a facilities plan which determines which facilities in the Pure Water Program are water and which are wastewater; (2) potential cost avoidance sharing in the future; and (3) potential for PA water purchases from the Program.
- During the upcoming fiscal year it is anticipated that the update process of the Regional Agreement will begin to incorporate changes that have occurred since 1998 and the Pure Water Program.

9. Review of Items to be Brought Forward to the next Metro Commission/Metro JPA Meeting (May 5, 2016)

Chairman Humora recommended Item 3 be moved forward to the Metro Commission for their review.

10. Other Business of Metro TAC

There was no other business of the Metro TAC.

11. Adjournment (To the next Regular Meeting, May 18, 2016)

ATTACHMENT A

Public Utilities Department

Statistical Analysis on Sample Dataset

How your load is calculated for billing now

Current Practice

Annual Loading = Annual Avg. Flow x Typical Concentration

- Flow is measured on a daily basis
- Concentration is sampled quarterly (4 times a year)
- Samples of current year combine with past 4 years data to be analyzed for outliers (concentration-based statistical analysis)
- Accepted samples from dataset get averaged to determine a typical concentration



B&C Recommended to Perform Statistical Analysis on Loading

- Flow is measured on a daily basis
- Concentration is sampled quarterly (4 times a year)
- 4 loading values are calculated per year
- Loading values of current year combine with past 4 years data to be analyzed for outliers (loading-based statistical analysis)
- In this case, accepted loading values from dataset to back-calculate the weighted average concentrations to determine a typical concentration is necessary

Annual Loading = Annual Flow x Typical Concentration

Example of Loading Calculations based on Two Different Sample Rejection Protocols

Concentration-based Statistical



	Flow	Concentration	TSS
	MGD	mg/l	Load lb/day
*	1	500	4,170
*	1	500	4,170
*	1	500	4,170
*	2	250	4,170

250 is an outlier on this method

Average conc. = 500

* snap shots of flow and concentration (4 times a year)

Annual flow = 1.02 MGD

Average conc. = 500 mg/l

Annual load. = 1,552,491 lb/year

Loading-based Statistical



	Flow	Concentration	TSS
	MGD	mg/l	Load lb/day
	1	500	4,170
	1	500	4,170
	1	500	4,170
	2	250	4,170

no outlier on this method

Average (mean) conc. = 437.5

* snap shots of flow and concentration (4 times a year) on the sample day

1.02 MGD

437.5 mg/l

1,358,430 lb/year



Padre Dam Suggested Alternative Option of Annual Loading Calculation

- Do not use annual average flow and do not back-calculate concentration
- Concentration is sampled quarterly (4 times a year)
- 4 loading values are calculated per year
- Loading values of current year combine with past 4 years data to be analyzed for outliers (loading-based statistical analysis)
- Averaging accepted loading values from dataset to determine annual loading



Example of Significant Flow Increase

Connection Sampling Location

Input Data - SS

Loading	Point No.	ADS SITE	Date	Flow	SS Data	Test Column	Squared Deviations	Weighted Average
2,829	1		15-Jun-95	1.60	212		119	1.29
4,202	2		31-Jan-96	2.20	229		37	1.91
3,261	3		01-Aug-96	2.30	170		2,800	1.49
8,587	4		14-Jun-95	3.60	286		3,980	3.91
6,264	5		01-Feb-96	3.70	203		396	2.85
6,565	6		31-May-96	3.20	246		533	2.99
6,665	7		28-Aug-96	3.60	222		1	3.04
5,660	8		04-Dec-96	3.90	174		2,392	2.58
6,418	9		29-Jan-97	3.70	208		222	2.93
6,264	10		09-Apr-97	3.70	203		396	2.85
3,483	11		23-Sep-97	3.60	116		11,430	1.59
7,109	12		18-Feb-98	4.22	202		437	3.24
4,874	13		05-May-98	4.79	122		10,183	2.22
8,058	14		23-Mar-99	3.96	244		445	3.67
1,494	15		24-Jun-99	0.74	242		364	0.68
4,192	16		08-Sep-99	4.26	118		11,007	1.91
6,899	17		10-Dec-99	4.70	176		2,201	3.14
8,745	18		30-Mar-00	4.90	214		79	3.99
13,241	19		25-May-00	4.90	324		10,219	6.03
7,776	20		15-Aug-00	5.18	180		1,841	3.54
7,139	21		07-Nov-00	5.35	160		3,958	3.25
9,708	22		29-Mar-01	5.82	200		525	4.42
4,654	23		29-May-01	4.65	120		10,591	2.12
9,484	24		15-Aug-01	6.18	184		1,514	4.32
8,637	25		06-Nov-01	5.69	182		1,674	3.94
11,203	26		14-Feb-02	5.64	238		228	5.11
34,317	27		15-May-02	6.35	648	Reject	180,700	0.00
11,565	28		24-Sep-02	6.48	214		79	5.27
10,701	29		19-Dec-02	5.94	216		48	4.88
14,141	30		18-Mar-03	5.40	314		8,297	6.45



Example of Significant Flow Increase (cont.)

11.454	31	22-Apr-03	5.92	232	83	5.22
8.090	32	08-Dec-05	5.33	182	1,674	3.69
6.387	33	21-Mar-06	5.47	140	6,874	2.91
3.803	34	13-Jun-06	5.70	80 Reject	20,424	0.00
13.380	35	19-Sep-06	5.42	296	5,342	6.10
12.949	36	07-Nov-06	5.21	298	5,638	5.90
8.830	37	25-Feb-07	5.19	204	358	4.02
10.592	38	24-May-07	5.08	250	734	4.83
9.285	39	05-Sep-07	5.68	196	724	4.23
12.298	40	27-Nov-07	5.05	292	4,773	5.61
6.203	41	09-Mar-08	4.83	154	4,749	2.83
13.101	42	28-May-08	4.94	318	9,042	5.97
6.435	43	27-Aug-08	5.11	151	5,171	2.93
8.423	44	05-Nov-08	5.05	200	525	3.84
7.827	45	27-Jan-09	4.74	198	621	3.57
8.499	46	05-Jun-09	4.74	215	63	3.87
7.051	47	27-Aug-09	4.57	185	1,437	3.21
9.941	48	29-Oct-09	4.73	252	846	4.53
10.666	49	17-Feb-10	4.79	267	1,944	4.86
12.031	50	24-Jun-10	4.48	322	9,818	5.48
8.557	51	10-Sep-10	4.54	226	10	3.90
11.376	52	21-Oct-10	4.72	289	4,368	5.18
9.302	53	15-Mar-11	4.59	243	404	4.24
14.241	54	12-May-11	4.64	368 Reject	21,050	0.00
10.952	55	07-Sep-11	4.81	273	2,509	4.99
10.572	56	20-Oct-11	4.56	278	3,035	4.82
242	57	22-Mar-12	4.83	6 Reject	47,051	0.00
12.744	58	26-Apr-12	5.01	305	6,738	5.81
10.990	59	02-Aug-12	4.74	278	3,035	5.01
12.407	60	11-Dec-12	5.13	290	4,501	5.65
10.023	61	24-Jan-13	4.75	253	905	4.57

Insert add'l row ==>

Test Data

Statistics of Accepted Data

No. of data points	61
No. accepted points	57
Mean	222.9
Sum of Sq Deviations	171,917
Std Deviation	55.41
Avg Flow	4.62

223.41



Example of Loading from First Flush of the I/I at PLWTP

	(mgd)	(lb/day)	(mg/l)	(inches)
Average Dry W Flow =	169	419,764	297	0
Oct/26/2004 00:00	185	413,626	268	0
Oct/27/2004 00:00	295	929,006	377	2.51
Oct/28/2004 00:00	254	552,385	260	0.45
Oct/29/2004 00:00	218	439,708	242	0
Dec/28/2004 00:00	191	470,985	296	1.26
Dec/29/2004 00:00	249	545,394	263	1.57
Dec/30/2004 00:00	201	396,268	236	0.02
Dec/31/2004 00:00	206	420,607	245	0.27
Jan/01/2005 00:00	185	345,791	224	0.01



Example of Loading from First Flush of the I/I (cont.)

	Flow (mgd)	TSS Load (lb/day)	TSS Conc. (mg/l)	Rain (inches)
Average Daily Flow =	169	419,764	297	
Jan/07/2005 00:00	224	459,937	246	0.57
Jan/08/2005 00:00	247	450,716	219	0.2
Jan/09/2005 00:00	262	464,658	213	0.47
Jan/10/2005 00:00	281	426,494	182	0.03
Jan/11/2005 00:00	310	601,545	233	0.74
Feb/16/2005 00:00	198	416,364	252	0
Feb/17/2005 00:00	191	407,066	255	0.03
Feb/18/2005 00:00	220	426,712	233	0.53
Feb/19/2005 00:00	217	382,638	211	0.08
Feb/20/2005 00:00	209	353,181	203	0
Feb/21/2005 00:00	300	775,310	310	2.11
Feb/22/2005 00:00	301	606,855	242	0.78
Feb/23/2005 00:00	324	580,860	215	0.47
Feb/24/2005 00:00	258	418,178	194	0

Example of Concentration-Based Statistical Analysis

Point No.	ADS SITE	Date	Flow	COD Conc	Test Column	Squared Deviations	Weighted Average
1		1-Jan-14	2.50	690		33	52.87
2		1-Feb-14	2.52	680		249	52.52
3		1-Mar-14	2.51	720		587	55.38
4	(due to III)	1-Apr-14	4.00	440 Reject		65,418	0.00
5	(plant shutdown	1-May-14	5.00	350 Reject		119,556	0.00
6		1-Jun-14	2.51	670		664	51.54
7		1-Jul-14	2.50	705		85	54.01
8		1-Aug-14	2.52	690		33	53.29
9		1-Sep-14	2.51	680		249	52.31
10		1-Oct-14	2.50	710		203	54.40
11		1-Nov-14	2.52	715		370	55.22
12		1-Dec-14	2.51	720		587	55.38
13		1-Jan-15	2.50	670		664	51.33
14		1-Feb-15	2.52	705		85	54.45
15		1-Mar-15	2.51	690		33	53.08
= Insert add'l row ==>							
Test Data							
							Accepted
							COD conc.
							696 mg/l

Statistics of Accepted Data

No. of data points	15
No. accepted points	13
Mean	695.8
Sum of Sq Deviations	3,842
Std Deviation	17.89
Avg Flow	2.51

Limits of Normal Distribution

Probability included	90%
Lower bound of interval	666.3
Upper bound of interval	725.2



Example of Loading-Based Statistical Analysis

Input Data - COD

Example of Loading-Based Statistical Analysis



Point No.	ADS SITE	Date	Flow	COD Conc	COD Load	Test Column	Weighted Average
1		01-Jan-14	2.50	690	14,387		44.08
2		01-Feb-14	2.52	680	14,291		43.79
3		01-Mar-14	2.51	720	15,072		46.18
4		01-Apr-14	4.00	440	14,678		44.98
5		01-May-14	5.00	350	14,595		44.72
6		01-Jun-14	2.51	670	14,025		42.98
7		01-Jul-14	2.50	705	14,699		45.04
8		01-Aug-14	2.52	690	14,502		44.44
9		01-Sep-14	2.51	680	14,235		43.62
10		01-Oct-14	2.50	710	14,804		45.36
11		01-Nov-14	2.52	715	15,027		46.05
12		01-Dec-14	2.51	720	15,072		46.18
13		01-Jan-15	2.50	670	13,970	Reject	0.00
14		01-Feb-15	2.52	705	14,817		45.40
15		01-Mar-15	2.51	690	14,444		44.26

(due to III)
(plant shutdown)

= Insert add'l row ==>

Test Data

Statistics of Accepted Data

No. of data points
No. accepted points
Mean
Sum of Sq Deviations
Std Deviation
Avg flow
Limits of Normal Distribution
Probability included
Lower bound of interval
Upper bound of interval

15 Accepted
14 COD conc.
14574
627 mg/L

354.43
2.80

90%
13991.5
15157.5

**CITY OF SAN DIEGO
M E M O R A N D U M**

DATE: April 20, 2016

TO: Metro Technical Advisory Committee

FROM: Huy T. Nguyen, Public Utilities Department, City of San Diego

SUBJECT: Sample Rejection Protocol

In Fiscal Year 2013 we brought forward the Brown and Caldwell Metro Billing Technical Memorandum to Metro TAC and agreed to implement 19 recommendations beginning in Fiscal Year 2014. Since implementation we have collected 2 fiscal years of additional sewage strength sampling data and have conducted further evaluations with regards to the 19 recommendations. One of the recommendations suggested the use of "Loading-based statistical analysis" in lieu of "Concentration-based statistical analysis" to determine the mean concentration value.

The calculations for strength based billing is described in the Metro Agreement and is the basis for the Function-Design Allocation Methodology that the typical concentration should first be established, and is then multiplied by the annual average daily flow to obtain the annual loading.

Flow is metered on a daily basis. Sewage concentrations are sampled quarterly (4 times a year). The new samples (concentrations) get added to the cumulative data set to perform statistical analysis to reject the outliers in order to establish the mean or the typical concentration.

At first glance the Loading Data seems more consistent than the Concentration Data. The loading data tends to have less outliers in the data set. However this rational works well for typical sewage under normal conditions, but does not work well when there is a plant shutdown or flow diversion occurring upstream of the sample site or when the dilution effects of the I/I continue to remain present in the system days after a rain event . In these cases, the loading base may contain abnormal concentration, which these outliers will be included in the data set for the annual loading billing calculation.

The fundamentals of the recommended load-based approach is not a sound method for billing purposes as this method would only achieve less outliers but the data may not reflect normal conditions unless the sewage is sampled on a daily basis which is cost prohibitive, so we recommend staying with the concentration-based statistical approach which has been vetted by various stake holders including the PA's and has been the method utilized since 1998.

The following two examples are simplified versions of statistical analysis that illustrate how the concentrations are established based on loading-based versus concentration-based statistical analysis where the abnormal concentration of 250 mg/l was accepted under the load-based approach.

Concentration-based Statistical				Loading-based Statistical			
↓				↓			
		TSS	TSS			TSS	TSS
	Flow	Concentration	Load		Flow	Concentration	Load
	MGD	mg/l	lb/day		MGD	mg/l	lb/day
*	1	500	4,170		1	500	4,170
*	1	500	4,170		1	500	4,170
*	1	500	4,170		1	500	4,170
*	2	250	4,170		2	250	4,170
250 is an outlier on this method				no outlier on this method			
Average conc. =		500		Average (mean) conc. =		437.5	
* snap shots of flow and concentration (4 times a year) on the sample day							
Annual flow =		1.02	MGD			1.02	MGD
Average conc. =		500	mg/l			437.5	mg/l
Annual load. =		1,552,491	lb/year			1,358,430	lb/year

Though the statistical analysis is performed on the loading, this loading-based approach still back-calculates the concentrations later used in annual loading quantifications per strength based billing formula described in the Metro Agreement. Therefore, accepting loading values may lead to including the abnormal concentrations (250 mg/l) in the dataset as shown above. Again, the concentration of 250 mg/l is a result of upstream flow diversion or the effect of I/I flow dilution occurred on that day, but it did not occur for the entire quarter.

While discussing this issue, Padre Dam staff suggested that the City provide the alternative option of annual loading calculation concept and present it to Metro TAC for discussion. As described above San Diego believes that the Loading-Based Statistical Analysis is fundamentally sound and works well with Strength Based Billing Function-Design Allocation Methodology for billing. Furthermore coming up with an alternative billing methodology for loadings poses potential following hurdles:

Using the loading from quarterly sampling program (4 times a year, averaging 5 year data) to determine the cost sharing for each agency. This would require a modification of the billing formula (Annual Flow x Typical Concentration). While this concept will work for most agencies that do not have population fluctuations or changes in commercial/industrial user type. The City's view of this concept as inaccurate loading quantification for a system that has growth and unaccounted for loading due to first flush of the I/I.

Attachment 3

FY 2017
Metro Budget

Attachment 4

FY 2017

Metro Wastewater JPA Budget



**PROPOSED BUDGET
FISCAL YEAR '17**

**Metro Wastewater JPA
Proposed Budget FY '17**

	FY '16		FY '17		Notes on FY '17 Budget Preparation
	Budget (Approved)	Projected (Actual)	Budget (Proposed)	Difference from FY '16 Budget	Difference from FY '16 Projected
INCOME					
Memberships Dues	\$ 256,610	\$ 256,610	\$ 227,300	\$ (29,310)	\$ (29,310)
Interest Income	20	57	50	30	(7)
Total Income	\$ 256,630	\$ 256,667	\$ 227,350	\$ (29,280)	\$ (29,317)
EXPENSES					
Administrative Support-LP	\$ 4,000	\$ 2,708	\$ 8,000	\$ 4,000	\$ 5,292
Bank Charges	200	-	200	-	200
Contingencies	-	-	-	-	-
Dues and Subscriptions	600	538	600	-	62
Financial Services					
Audit Fees	12,000	-	12,000	-	12,000
Treasury Services-Padre	19,000	16,000	19,000	-	3,000
JPATAC meeting expenses	5,000	5,000	5,000	-	(0)
Mileage Reimbursement	500	-	-	(500)	-
Miscellaneous	250	-	250	-	250
Per Diems - Board	18,000	9,800	18,000	-	8,200
Printing, Postage, Supplies	400	237	500	100	263
Professional Services					
Atkins (Engineering)	59,580	5,000	50,000	(9,580)	45,000
BB&K (Legal)	35,000	25,000	45,000	10,000	20,000
Kese Group (Eng/Fin)	98,300	45,000	65,000	(33,300)	20,000
Telephone	1,400	523	1,400	-	877
Web Site Hosting & Maintenance	2,400	2,400	2,400	-	-
Total Expense	\$ 256,630	\$ 112,206	\$ 227,350	\$ (29,280)	\$ 115,144
NET INCOME	\$ -	\$ 144,461	\$ -	\$ -	\$ (144,461)

RESERVE REQUIREMENT

Fund Balance at 6/30/15	\$ 126,475
Projected Net Income for FY '16	144,461
Projected Fund Balance @ 6/30/16	270,936
FY '17 JPA Required Operating Reserve (4 Months Operating Expenses)	75,783
Projected Fund Balance @ 6/30/16 Over/(Under) Required Reserves	\$ 195,153

EFFECT OF BILLING 1/2 EXPENSES

Projected Fund Balance @ 6/30/16	\$ 270,936
1/2 Budgeted Expenses for FY '17 - PROPOSED BILLING	(113,675)
Projected Fund Balance @ 6/30/17	\$ 157,261
FY '17 JPA Required Operating Reserve	75,783
Over Required Reserve	\$ 81,478

Revenue spread over 12 months. Total is budgeted to break even.
Estimate interest revenue increase for larger savings balance

Less meetings in FY '16; taking over minutes in FY '17
Temporary waiver granted from bank
Reserves high enough - no need for additional contingency
S.C. Alliance of Public Treatment Works

Audit will not be complete in FY '16; project completion in FY '17
Per contract. Bi-Annual Audit in FY '17
Keep flat

Per diem bills received through 2/15/16. Keep flat for FY '17
Merge Postage and printing lines

Lowered per discussion of estimated work for 2017
Increases opening up regional agreement in 2017
Lowered in FY '17. Recycled water task complete and no longer taking minutes
Keep flat for Admin Assistant
Budget \$200/month for web hosting

Metro Wastewater JPA
Agency Cost Allocations FY '17

	Prior Year (FY '16)		Proposed FY '17	
	Commission Flow Distribution %	Total Agency Billings	Commission Flow Distribution %	Total Agency Billings
Chula Vista	27.76%	\$ 63,105	31.48%	\$ 35,777
Coronado	4.33%	\$ 9,841	3.10%	\$ 3,524
County of SD *	18.81%	\$ 42,750	15.05%	\$ 17,106
Del Mar	0.92%	\$ 2,089	1.11%	\$ 1,258
El Cajon	13.57%	\$ 30,846	14.48%	\$ 16,454
Imperial Beach	3.94%	\$ 8,947	4.31%	\$ 4,899
La Mesa	8.06%	\$ 18,329	8.74%	\$ 9,936
Lemon Grove	3.88%	\$ 8,814	4.15%	\$ 4,713
National City	8.14%	\$ 18,500	7.89%	\$ 8,961
Otay Water District	0.68%	\$ 1,552	0.42%	\$ 472
Padre Dam MWD	4.28%	\$ 9,724	4.15%	\$ 4,721
Poway	5.63%	\$ 12,805	5.13%	\$ 5,829
Total Flow	100.00%	\$ 227,302	100.00%	\$ 113,650
				\$ 113,650

Total Required Agency Billings from P&L

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

Attachment 5

FY 2017

Atkins Contract for
Engineering Services

**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 _____, ~~2015~~2016, 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 and engineering support services as set forth in more detail herein for the fiscal year of ~~2015~~2016-162017.

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 Budget set forth in Exhibit "A."

b. In no event shall the total amount paid for services rendered by Consultant pursuant to Exhibit "A" exceed \$~~59,580~~50,000. 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. Substitution of Key Personnel. Consultant has represented to Metro JPA that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence and experience upon written approval of Metro JPA. In the event that Metro JPA and Consultant cannot agree as to the substitution of key personnel, Metro JPA shall be entitled to terminate this Agreement for cause, pursuant to provisions of Section 16 of this Agreement. The key personnel for performance of this Agreement are as follows: Scott Tulloch.

5. 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.

6. 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, ~~2016~~2017, unless otherwise extended by a written amendment signed by both Parties, or otherwise earlier terminated as provided for herein.

7. 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.

8. Compliance with Law.

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

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 contractor 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. 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) or exact equivalent

(2) The policy shall contain no endorsements or provisions (A) limiting coverage for contractual liability; (B) excluding cross liability for claims or suits by one insured against another; or (C) containing any other exclusion(s) contrary to the terms or purposes of this Agreement.

(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) The policy shall not contain any exclusion contrary to the Agreement, including but not limited to endorsements or provisions limiting coverage for (1) contractual liability (including but not limited to ISO CG 24 26 or 21 29); or (2) cross liability for claims or suits by one insured against another.

(v) All such policies shall be endorsed 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 using ISO endorsement forms CG 20 10 10 01 and 20 37 10 01, or endorsements providing the exact same coverage.

(vi) 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. Consultant shall guarantee that the insurer shall eliminate such deductibles or self-insured retentions as respects Metro JPA, its members, directors, officials, officers, employees, agents, and volunteers.

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, and provided that deductibles shall not apply to Metro JPA as an additional insured.

(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 Insurance 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 the Consultant has taken out for the period covered by the work under this Agreement, full compensation insurance for all persons employed directly by the Consultant 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 or Errors and Omissions Insurance appropriate to its profession, in a form and with insurance companies acceptable to Metro JPA and in an amount indicated herein. This insurance shall be endorsed to include contractual liability applicable to this Agreement and shall be written on a policy form specifically designed to protect against acts, errors or omissions of the Consultant. "Covered Professional Services" as designated in the policy must specifically include work performed under this Agreement. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend. The retroactive date, if any, of each such policy is to be no later than the effective date of this Agreement, and Consultant shall maintain such coverage continuously for a period of at least three (3) years following the completion of work under this Agreement.

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)

(ii) Defense costs shall be payable in addition to the limits.

(iii) Requirement of specific coverage or minimum limits contained in this Agreement are not intended as a limitation on coverage, limits or any other requirement, or a waiver of any coverage normally provided by any insurance.

Notwithstanding the minimum limits set forth in this Section 12(e), any available insurance proceeds in excess of the specified minimum limits of coverage shall be available to the parties required to be named as additional insureds pursuant to this Agreement.

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), together with all endorsements to the policies described therein. 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 thirty (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. In the event any insurer providing coverage required under this Agreement shall fail to provide the notice required in this section, Consultant shall be responsible to provide such notice to the Metro JPA. Consultant is responsible to replace any and all policies required under this Agreement which are cancelled during the term of this Agreement no later than the effective date of cancellation.

(ii) All policies of Commercial General Liability and Automobile Liability insurance shall contain a provision stating that the Consultant's policies are primary

insurance and the insurance of the Metro JPA, its members, or any named or additional insureds shall not be called upon to contribute to any loss. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to Metro JPA, its members, officials, officers, employees, agents and volunteers, or any other additional insureds.

(iii) All policies of Commercial General Liability and Automobile Liability insurance shall contain or shall be endorsed to contain a waiver of subrogation against the Metro JPA, the Board and each member of the Board, its officers, employees, agents and Metro JPA designated volunteers; or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss, and Consultant hereby waives its own right of recovery against Metro JPA, the Board and each member of the Board, its officers, employees, agents and Metro JPA designated volunteers, or any other additional insureds, and shall require similar waivers from each of its subconsultants.

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 admitted to do business in California and maintain an agent for process within the state or be otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law. 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 has the right but not the duty to acquire the necessary insurance for the Consultant and deduct the cost thereof from the appropriate progress payments due the Consultant, or backcharge the Consultant for such costs in the event they exceed the amount of unpaid

progress payments due the Consultant. In the alternative, Metro JPA may cancel this Agreement.

(iii) Consultant shall not allow any subconsultants to commence work on any subcontract relating to the work under the Agreement until they have provided evidence satisfactory to the Metro JPA that they have secured all insurance required under this Section. If requested by Consultant, Metro JPA may approve different scopes or minimum limits of insurance for particular subconsultants. The Consultant and Metro JPA shall be named as additional insureds on all subconsultants' policies of Commercial General Liability using endorsement form ISO CG 20 38 04 13 or an endorsement providing equivalent coverage.

(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.

To the fullest extent permitted by law, 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 of 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. California Labor Code Requirements.

Consultant is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. If the services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws, if applicable. Consultant shall defend, indemnify and hold Metro JPA, its member agencies, elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Consultant and all subconsultants to comply with all California Labor Code provisions, which include but are not limited to prevailing wages, employment of apprentices, hours of labor and debarment of contractors and subcontractors.

Effective March 1, 2015, if the services are being performed as part of an applicable "public works" or "maintenance" project, in addition to the foregoing, then pursuant to Labor

Code sections 1725.5 and 1771.1, the Consultant and all subconsultants must be registered with the Department of Industrial Relations ("DIR"). Consultant shall maintain registration for the duration of the project and require the same of any subconsultants. The project may also be subject to compliance monitoring and enforcement by the DIR. It shall be Consultant's sole responsibility to comply with all applicable registration and labor compliance requirements, including the submission of payroll records directly to the DIR.

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

20. 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.

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

METRO WASTEWATER JPA:

ATKINS NORTH AMERICA INC.:

By: _____
Jim Peasley
Chairperson

By: _____

APPROVED AS TO FORM:

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

EXHIBIT "A"

Scope of Services and Budget

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

The purpose of the As-Needed Engineering Consulting Contract for the Metro Wastewater JPA/Commission is to provide technical support to the PAs in meeting their objectives of Pure Water 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/Commission/JPA efforts, as well as the overall costs of the Metro Program.

I. Scope of Services

The effort by ATKINS will be divided into two major categories, one for routine services and one for Metro TAC engineering support by Scott Tulloch in support of attaining either an administrative fix by EPA or permanent legislation to attain secondary equivalency, and continued efforts working with the City of San Diego Pure Water Program staff on cost allocation, facilities planning, and collaboration with environmental stakeholders.

A. Routine ~~Meetings~~Services

The routine ~~meetings~~will services could include the following tasks:

1. Attendance at the Metro TAC meetings
2. Attendance Metro Commission/JPA meetings.
3. Independent cost review of Pure Water Program Technical Advisory Committee Meetings~~CIP~~
- ~~4. Water Reliability Coalition Meetings~~
- ~~5. Equinox Policy Committee Meetings~~
4. Provide additional technical support on specific projects as directed by the Metro TAC, Finance Committee, and/or Metro JPA/Commission Chairmen

~~B. General~~B. Metro TAC Engineering Support – This task includes engineering technical support as requested by Metro TAC and the Metro Commission/JPA. This will include engineering support for such items as the current Waiver of Secondary Treatment at Point Loma and the "Secondary Equivalency Alternative" as outlined in the Metro TAC white paper. This will also include representing the JPA on the Water Reliability Coalition through the Friends of Infrastructure, Equinox Policy Committee Meetings, Pure Water Program Technical Advisory Committee Meetings,

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

II. Additional Services As Requested

~~A. Participate in the MWWWD Strategic Business Plan.~~

~~B. Independent cost review of Pure Water Program CIP.~~

~~A.~~ ~~C.~~ Review of ongoing background material not envisioned.

~~B.~~ ~~D.~~ Prepare for and attend additional meetings beyond what is included in Section I.

~~C.~~ ~~E.~~ Attendance at IROC in support of the Metro JPA/Commission representatives.

~~D.~~ ~~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.~~

~~E.~~ ~~H.~~ Provide technical support, as requested, to fulfill other Metro JPA/Commission objectives.

III. Proposed Budget

A. Routine Meetings: ~~\$ 19,580 or approximately 8.5 hours per month.~~ Services: \$ 10,000

B. Metro TAC Engineering Support: Per recommendation from Scott Tulloch the 2015 budget of \$29,608 is recommended to be increased to \$40,000 for 2016 due to increased Pure Water Program activities. Total Budget: \$50,000

~~Total Budget: \$59,580.~~

Attachment 6

FY 2017

The Keze Group, LLC Contract
for Auditing Services

**AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN METRO WASTEWATER JOINT POWERS AUTHORITY
AND THE KEZE GROUP, LLC.**

This agreement ("Agreement") is made and entered into as of _____, ~~2015~~2016, 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 THE KEZE GROUP, LLC (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 ~~2015~~2016-162017.

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 the Services in accordance with the Budget set forth in Exhibit "A."

b. In no event shall the total amount paid for services rendered by Consultant pursuant to Exhibits "A" exceed the budget of ~~\$98,300~~\$65,120 as set forth in Exhibit "A." In no event shall the billing rate for services rendered by Consultant pursuant to Exhibits "A" exceed \$160 per hour, as set forth in Exhibit "A." 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. Substitution of Key Personnel.

Consultant has represented to Metro JPA that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence and experience upon written approval of Metro JPA. In the event that Metro JPA and Consultant cannot agree as to the substitution of key personnel, Metro JPA shall be entitled to terminate this Agreement for cause, pursuant to provisions of Section 15 of this Agreement. The key personnel for performance of this Agreement are as follows: Karyn Keese.

5. 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.

6. Term.

Consultant shall commence and perform the Services in a prompt and timely manner beginning July 1, ~~2015~~2016. This Agreement shall terminate on June 30, ~~2016~~2017, unless otherwise extended by a written amendment signed by both Parties or otherwise earlier terminated pursuant to Article 15 of this Agreement.

7. 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.

8. Compliance with Law.

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

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 contractor 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. 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) or exact equivalent

(2) The policy shall contain no endorsements or provisions (A) limiting coverage for contractual liability; (B) excluding cross liability for claims or suits by one insured against another; or (C) containing any other exclusion(s) contrary to the terms or purposes of this Agreement.

(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) The policy shall not contain any exclusion contrary to the Agreement, including but not limited to endorsements or provisions limiting coverage for (1) contractual liability (including but not limited to ISO CG 24 26 or 21 29); or (2) cross liability for claims or suits by one insured against another.

(v) All such policies shall be endorsed to 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 using ISO endorsement forms CG 20 10 10 01 and 20 37 10 01, or endorsements providing the exact same coverage.

(vi) 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. Consultant shall guarantee that the insurer shall eliminate such deductibles or self-insured retentions as respects Metro JPA, its members, directors, officials, officers, employees, agents, and volunteers.

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, and provided that deductibles shall not apply to Metro JPA as an additional insured.

(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 Insurance 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 the Consultant has taken out for the period covered by the work under this Agreement, full compensation insurance for all persons employed directly by the Consultant 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 or Errors and Omissions Insurance appropriate to its profession, in a form and with insurance companies acceptable to Metro JPA and in an amount indicated herein. This insurance shall be endorsed to include contractual liability applicable to this Agreement and shall be written on a policy form specifically designed to protect against acts, errors or omissions of the Consultant. "Covered Professional Services" as designated in the policy must specifically include work performed under this Agreement. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend. The retroactive date, if any, of each such policy is to be no later than the effective date of this Agreement, and Consultant shall maintain such coverage continuously for a period of at least three (3) years following the completion of work under this Agreement.~~

ed. Public Liability, Property Damage, Automobile Liability, and 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 <u>\$500,000</u> 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)

- (ii) Defense costs shall be payable in addition to the limits.

(iii) Requirement of specific coverage or minimum limits contained in this Agreement are not intended as a limitation on coverage, limits or any other requirement, or a waiver of any coverage normally provided by any insurance.

Notwithstanding the minimum limits set forth in this Section 12(e), any available insurance proceeds in excess of the specified minimum limits of coverage shall be available to the parties required to be named as additional insureds pursuant to this Agreement.

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), together with all endorsements to the policies described therein. 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 thirty (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. In the event any insurer providing coverage required under this Agreement shall fail to provide the notice required in this section, Consultant shall be responsible to provide such notice to the Metro JPA. Consultant is responsible to replace any and all policies required under this Agreement which are cancelled during the term of this Agreement no later than the effective date of cancellation.

(ii) All policies of Commercial General Liability and Automobile Liability insurance shall contain a provision stating that the Consultant's policies are primary insurance and the insurance of the Metro JPA, its members or any named or additional insureds shall not be called upon to contribute to any loss.

(iii) All policies of Commercial General Liability and Automobile Liability insurance shall contain or shall be endorsed to contain a waiver of subrogation against the Metro JPA, the Board and each member of the Board, its officers, employees, agents and Metro JPA designated volunteers; or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss, and Consultant hereby waives its own right of recovery against Metro JPA, the Board and each member of the Board, its officers, employees, agents and Metro JPA designated volunteers, or any other additional insureds, and shall require similar waivers from each of its subconsultants.

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 admitted to do business in California and maintain an agent for process within the state or be otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law. 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 has the right but not the duty to acquire the necessary insurance for the Consultant and deduct the cost thereof from the appropriate progress payments due the Consultant, or backcharge the Consultant for such costs in the event they exceed the amount of unpaid progress payments due the Consultant. In the alternative, Metro JPA may cancel this Agreement.

(iii) Consultant shall not allow any subconsultants to commence work on any subcontract relating to the work under the Agreement until they have provided evidence satisfactory to the Metro JPA that they have secured all insurance required under this Section. If requested by Consultant, Metro JPA may approve different scopes or minimum limits of insurance for particular subconsultants. The Consultant and Metro JPA shall be named as additional insureds on all subconsultants' policies of Commercial General Liability using endorsement form ISO CG 20 38 04 13 or an endorsement providing equivalent coverage.

(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.

To the fullest extent permitted by law, 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 of any person, or damage to property, or interference with use of property, including loss of use, arising out of or in any way connected with the negligent performance or willful misconduct under this Agreement by Consultant, Consultant's agents, officers, employees, subconsultants, or independent consultants hired by Consultant. The only exception to Consultant's responsibility to protect, save, defend and hold harmless Metro JPA, is due to the sole negligence, willful misconduct or active negligence of Metro JPA. This hold harmless provision shall apply to all liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by Consultant.

14. Laws, Venue, and Attorneys' Fees.

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

15. Termination or Abandonment.

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

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

16. Notice.

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

METRO JPA:	CONSULTANT:
Metro Wastewater JPA c/o La Mesa City Hall 8130 Allison Ave., La Mesa, CA 91942 Attn: c/o Greg Humora, City of La Mesa	The Keze Group, LLC 4653 Carmel Mountain Road San Diego, CA 92130 Attn: Karyn Keese

and shall be effective upon receipt thereof.

17. Data.

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

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

METRO WASTEWATER JPA:

THE KEZE GROUP, LLC.:

By: _____
Jim Peasley
Chairperson

By: _____
Karyn Keese

APPROVED AS TO FORM:

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

EXHIBIT "A"
Scope of Services and Budget

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

The purpose of the As-Needed Consulting Contract for the Metro Wastewater JPA/Commission is to provide technical and financial support to the ~~participating agencies (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/Commission/JPA efforts, as well as the overall costs of the Metro Program. ~~Karyn Keese of The Keze Group, LLC (TKG) has provided these services to the Metro/TAC/Commission/JPA since 1998 and has supported numerous dealings with financial and engineering issues that affect the PAs.~~

I. SCOPE OF SERVICES

The effort by The Keze Group, LLC (TKG) will be divided into the following tasks: five major categories, one for routine services, two for specific financial tasks, one for Pure Water Program support, and one for Metro TAC staff support.

A. Routine Meetings Services

The routine meetings services will include the following tasks:

1. Attendance at the and preparation of agendas for 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.~~
3. Attendance at planning/work meetings with Public Utilities Department (PUD) staff.
4. Meetings with Metro TAC Chairman and other JPA officials.

B. Routine Audit Review – Public Utilities Department (PUD), Wastewater Operations Branch Exhibit E Audit Review – FYEs 2014 and 2015 and 2016

1. Review and negotiate the auditors Scope of Work.

2. Attend Entrance and Exit Conferences with the Auditors.
3. Select operating, CIP, and non-operating revenue audit samples.
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~~

- ~~5.~~ 6. Review all audit samples for contract compliance and accounting accuracy.
- ~~6.~~ 7. Review the annual general services cost allocation.
- ~~7.~~ 8. Review output for any special projects (In the past this has included the reconciliation of the Shames and other municipal lawsuits, and the CleanPure Water Program management contract) to insure that only appropriate Metro costs have/had been charged to the PAs.
8. Review South Bay recycled water sales and incentives to insure that appropriate revenues are credited to the PAs. Review other income credits to insure that non-operating revenues are credited to the PAs.
9. Review the draft and final audit numbers and sample test results. Prepare list of questions and work on resolution of issues regarding samples.
- ~~10.~~ 9. Present the results to the Metro Finance Committee, Metro TAC, and Metro Wastewater JPA / Commission.
- ~~10.~~ Review final closeout of 2009 to 2012 open audits to insure Padre Dam and North City adjustments are correctly applied to each PA
11. Monitor closeout process to insure timely payment of refunds (if any) and the accuracy of any additional billings' (if any) to PAs.
- ~~12.~~ Monitor Pure Water Program cost allocations to insure Metro is only paying its fair share of the Program.

C. Routine Review of MWWD Budget – FYE 2016 and 20172015

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. Pure Water Program Support – This task includes 10 hours per month to assist in
~~D. FYE 2015/16 Water and Wastewater Rate Cases – During FYE 2014 and 2015 outside consultants have been preparing the PUD's water and wastewater rate cases. Preliminary results on the first of three steps in the rate case process (revenue requirement) will be released in early 2015. TKG will work with the IROC Finance Committee to provide in-depth review of the Rate Cases during this fiscal year to insure that Metro Commission/JPA interests are considered and included especially when it comes to the funding of the Pure Water Program. It is anticipated by PUD staff that the rate case will be completed in FYE 2015/16.~~

~~E. FYE 2015/16 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 past sales of recycled water will be included in the FYE 2014 and/or 2015 audits as an income credit and revenue will be returned to the participating agencies. 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 and will be continued this year. TKG will support the effort in resolving these issues in FYE 2015/16. (Note: This is ongoing from FYE 2013 but had been tabled due to staff resources associated with the Pure Water Program).~~

~~2. Review of Recycled Water Pricing Study— In December 2009 PUD asked its consultant to address the difference between wholesale and retail customers and develop appropriate recycled water rates. PUD's original proposed unitary rate structure is of major concern to the PAs. A second draft of the pricing study was received but was not considered acceptable by the PAs. PUD has since retained another consultant and the draft of this report is due to move forward with the water rate case during FYE 2015/16.~~

~~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. TKG will review the upcoming draft in depth to insure that the PAs goals are reached. (Note: This is a carry-over from FYE 2015 as the draft has not been released and is in the Mayors office)~~

~~3. Facilitation of the Pure Water Program Cost Allocations— With the completion of the Recycled Water Master Plan, the next phase is the implementation of selected capital projects. TKG is currently and will continue to work with the PUD and Metro TAC subcommittee to provide guidance regarding appropriate cost sharing allocations. (Note: This is ongoing from FYE 2015). Envisioned subtasks include revisions to the Pure Water Program financial forecast model to update project costs and timing, revenue sharing, and potential water purchases; assistance with the update to the Regional Wastewater Disposal Agreement; and continued cost allocation monitoring and updates.~~

~~E. Metro TAC Staff Support – This task includes 10 hours per month for unforeseen financial analysis~~

~~F. and consulting in support of varied Metro TAC Work Plan projects. TKG will support on an as-needed basis, especially the items contained in the Metro TAC FYE 2015/16/2017 Work Plan. Past issues that were supported during FYE 2015 was the reallocation of Metro costs due to the overbilling of Padre Dam Municipal Water District for their sewage strengths. In addition, Brown & Caldwell recently prepared a draft Metro Strength Billing Evaluation Report. This report contained recommendations for changes to the current strength-based billing process as well as a billing issue regarding the recycled water flow at North City. In FYE 2015/16 PUD staff will be updating the~~

~~transportation rate calculation methodology and potentially the basis for the functional design based rate calculation. TKG will review all calculations to insure that the billing issues, strength base billing changes, and changes to the transportation rate are appropriate.~~One key issue that will continue during FYE 2017 is the North City optimized system debt service reconciliation and recycled water sales projections and the forecast for the eventual debt service pay-off to the Water Utility. Also, a billing formula needs to be prepared and implemented which will bill any PA that diverts their flow from the Metro System for the remaining debt service for existing Metro facilities and for ongoing capital projects required

to maintain them. In addition, the billing Protocol will need to be revised to reflect the cash flow needed for Pure Water Program costs.

II. ADDITIONAL SERVICES AS REQUESTED

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

III. PROPOSED BUDGET

~~Attached is a spreadsheet showing a not to exceed budget of \$98,300. TKG has reduced our billing rate from the Atkins billing rate of \$190 per hour to \$160 per hour. In addition we have reduced the budgeted amount of hours for the Exhibit E audit from 140 hours to 100 hours as we anticipate that resolution of all the outstanding audits will be completed by the end of FYE 2015. Based on the anticipated work on Pure Water Cost Allocation we have raised the number of hours from the budgeted FYE2015 from 60 to 120 which is similar to what has actually been expended in FYE2015. All other tasks are budgeted at the normal hours that are the average of what has been incurred over the years.~~

The proposed budget for the described scope of services is a not-to-exceed amount of \$65,120 for the term of this Agreement. The hours and fees per task is summarized in Attachment A to this scope of services. The hourly billing rate is \$160.

Attachment A
Summary of Costs by Tasks
The Keze Group Metro JPA Contract FYE 2017

Task	Description	FYE2016 Adopted	Proposed FYE2017	Reduction	FYE 2017
1	Routine Meetings	\$19,580	\$ 12,000	\$ (7,580)	75
2	Exhibit E Audit Review	\$16,000	\$ 9,600	\$ (6,400)	60
3	Review of PUD Budget	\$5,120	\$ 2,560	\$ (2,560)	16
4	FYE 2017 Water and Wastewater Rate Case	\$6,400	\$ 2,560	\$ (3,840)	16
5	FYE 2017 Recycled Water Financial Projects				
	a. Continued Support and Resolution of Recycled Water	\$6,400	\$ -	\$ (6,400)	-
	b. Review of Recycled Water Pricing Study	\$6,400	\$ -	\$ (6,400)	-
	c. Pure Water Program Cost Allocation	\$19,200	\$ 19,200	\$ -	120
6	Metro TAC Staff Support	\$19,200	\$ 19,200	\$ -	120
	TOTAL	\$98,300	\$ 65,120	\$ -	407
Reduction in Scope/Fee from FYE 2016					-34%

Attachment 7

FY 2017

3rd Amendment to Agreement
For Treasurer Services with
Padre Dam Municipal Water
District

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

THIS SECONDT~~SECOND~~THIRD AMENDMENT is made and entered into this ____ day of _____, 2015~~2016~~, by and between the Metro Wastewater Joint Powers Authority (hereinafter 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 (hereinafter referred to as the "District").

RECITALS

A. WHEREAS, Metro JPA and the District did enter into an agreement for treasurer services (hereinafter referred to as the "Agreement") on July 1, 2013 for the District to provide treasurer services to Metro JPA until June 30, 2014; and

B. WHEREAS, Section 4 of the Agreement provides that the treasurer services may be extended by the mutual agreement of both Parties; and

C. WHEREAS, On May 1, 2014, Metro JPA and the District entered into a first amendment to the Agreement ("First Amendment") to mutually amend the Agreement to extend the end date of Padre Dam's treasurer services until June 30, 2015; and

D. WHEREAS, On June 4, 2015, Metro JPA and the District entered into a second amendment to the Agreement ("Second Amendment") to mutually amend the Agreement to extend the end date of Padre Dam's treasurer services until June 30, 2016, and to increase the total amount that may be charged by the District for services to a not-to-exceed amount of \$19,000; and

~~DE. WHEREAS, Both Metro JPA and the District mutually desire to further amend the Agreement, as amended by the First Amendment and Second Amendment, to extend the time of performance for services provided by the District and to increase the total amount that may be charged by the District for the services.~~

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

1. Section 4 of the Agreement, as amended by the First Amendment and Second Amendment, is further amended as necessary to extend the end date of Padre Dam's treasurer services until June 30, ~~2016~~2017.

2. Section 5 of the Agreement, as amended by the First Amendment and Second Amendment, is further amended as necessary to ~~increase~~maintain the not-to-exceed amount of \$19,000 as the total amount that may be charged to a not-to-exceed amount of \$19,000 by the District for services provided during the term of the extension provided for in this ~~Second~~Third

Amendment.

3. 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 ~~Second~~Third Amendment to the Agreement for Treasurer Services 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: _____
Jim Peasley
Chairperson

By: _____
Allen Carlisle
General Manager

APPROVED AS TO FORM:

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

Attachment 8

FY 2017

1st Amendment to Agreement
for Webmaster Services with
Vision Internet Providers

**FIRST AMENDMENT TO AGREEMENT FOR
PROFESSIONAL SERVICES BETWEEN METRO
WASTEWATER JOINT POWERS AUTHORITY AND
VISION INTERNET PROVIDERS**

THIS FIRST AMENDMENT ("Amendment") is made and entered into as of _____, 2016, 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 VISION TECHNOLOGY SOLUTIONS, LLC dba VISION INTERNET PROVIDERS, a California corporation (hereinafter referred to as "Consultant"). Metro JPA and Consultant are sometimes referred to individually as "Party" and collectively as "Parties."

RECITALS

A. Metro JPA and Consultant entered into an Agreement for Professional Services (hereinafter referred to as the "Agreement") on February 5, 2014, for the Consultant to provide web hosting and as-needed maintenance, security, and technical support services.

B. Section 5 of the Agreement provides that the term of the Agreement expires on June 30, 2016, but it may be extended by a written amendment approved and executed by both Parties.

C. Both Metro JPA and the Consultant now seek to extend the term of the Agreement to June 30, 2017, and continuing thereafter on a month-to-month basis, unless terminated as provided for in the Agreement.

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

1. Section 5 of the Agreement is amended as necessary to extend the term of the Agreement to June 30, 2017, and commencing July 1, 2017, the term of the Agreement shall continue on a month-to-month basis, unless terminated by either Party pursuant to the terms of the Agreement.

2. Except as expressly stated in this Amendment, all other terms and conditions of the Agreement shall remain in full force and effect.

[Signatures on following page]

IN WITNESS WHEREOF, this First Amendment to the Agreement for Professional Services between Metro JPA and Vision Internet Providers is executed by Metro JPA and the Consultant on the day and year first written above.

METRO WASTEWATER JPA:

**VISION TECHNOLOGY SOLUTIONS, LLC
dba VISION INTERNET PROVIDERS**

By: _____
Jim Peasley
Chairperson

By: _____
David M. Nachman
Chief Executive Officer

APPROVED AS TO FORM:

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

**AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN METRO WASTEWATER JOINT POWERS AUTHORITY
AND VISION INTERNET PROVIDERS**

This agreement ("Agreement") is made and entered into as of February 5, 2014, 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 VISION TECHNOLOGY SOLUTIONS, LLC dba VISION INTERNET PROVIDERS, a Delaware limited liability company (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 Website Hosting and as-needed maintenance, security, and technical support services as set forth in more detail herein.

B. Consultant 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 ("Scope of Services"), and the Terms and Conditions attached hereto as Exhibit "B" and incorporated herein ("Terms and Conditions"). In the event of a conflict between any provision of the Scope of Services and any provision of the Terms and Conditions, the Scope of Services shall prevail. In the event of a conflict between any provision of the Scope of Services and any provision of this Agreement, or any provision of the Terms and Conditions and any provision of this Agreement, the provisions of this Agreement shall prevail.

2. Compensation.

a. Subject to paragraph 2(b) and paragraph 2(c) below, the Metro JPA shall pay for such services.

b. In no event shall the total amount paid for Website Hosting services rendered by Consultant pursuant to Exhibit "A" exceed the sum of \$200 per month for the term of this Agreement. Payments shall be made within thirty (30) days of receipt of a statement for services rendered.

c. Maintenance, security, and technical support services shall be provided on an as needed basis at the rates stated for Extra Work as defined and stated in Exhibit "B." In no event shall the total amount paid for maintenance, security, and technical support services rendered by Consultant pursuant to Exhibit "B" exceed the sum of \$1,600 for the term of this Agreement.

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. The term of this Agreement shall expire on June 30, 2016, unless extended by a written amendment approved and executed 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; any computer virus, worm, denial of service attack; and sabotage or judicial restraint.

Should such circumstances occur, the non-performing Party shall, within a reasonable time of being prevented from performing not to exceed ten (10) days, 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. 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.

9. Independent Contractor.

Consultant is retained as an independent contractor 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.

10. 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.

11. 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), or a policy providing the exact same coverage.

(2) The policy shall contain no endorsements or provisions (A) limiting coverage for contractual liability; (B) excluding cross liability for claims or suits by one insured against another; or (C) containing any other exclusion(s) contrary to the terms or purposes of this Agreement.

(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) The policy shall not contain any exclusion contrary to the Agreement, including but not limited to endorsements or provisions limiting coverage for (1) contractual liability (including but not limited to ISO CG 24 26 or 21 29); or (2) cross liability for claims or suits by one insured against another.

(v) The policy shall be endorsed to 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 using ISO endorsement forms CG 20 10 10 01 and 20 37 10 01, or endorsements providing the exact same coverage.

(vi) 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. Consultant shall guarantee that the insurer shall eliminate such deductibles or self-insured retentions as respects Metro JPA, its members, directors, officials, officers, employees, agents, and volunteers.

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 non-owned and hired vehicles, in a form and with insurance companies acceptable to the Metro JPA. Consultant warrants that as of the date of execution of this Agreement, it has no owned vehicles; in the event Consultant obtains owned vehicles during the term of this Agreement, it agrees to provide proof of coverage for owned vehicles within ten (10) days thereof.

(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, and provided that deductibles shall not apply to Metro JPA as an additional insured.

(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)

(ii) Defense costs shall be payable in addition to the limits.

(iii) Requirement of specific coverage or minimum limits contained in this Agreement are not intended as a limitation on coverage, limits or any other requirement, or a waiver of any coverage normally provided by any insurance.

Notwithstanding the minimum limits set forth in this Section 11(e), any available insurance proceeds in excess of the specified minimum limits of coverage shall be available to the parties required to be named as additional insureds pursuant to this Agreement.

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), together with all endorsements to the policies described therein. 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. In the event any insurer providing coverage required under this Agreement shall fail to provide the notice required in this section, Consultant shall be responsible to provide such notice to the Metro JPA. Consultant is responsible to replace any and all policies required under this Agreement which are cancelled during the term of this Agreement no later than the effective date of cancellation.

(ii) All policies shall contain a provision stating that the Consultant's policies are primary insurance and the insurance of the Metro JPA, its members or any additional insureds shall not be called upon to contribute to any loss. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to Metro JPA, its members, officials, officers, employees, agents and volunteers, or any other additional insureds.

(iii) All policies shall waive any right of subrogation of the insurer against Metro JPA, its members, officials, officers, employees, agents, and volunteers, or any other additional insureds, or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against Metro JPA, its members, officials, officers, employees, agents, and volunteers, or any other additional insureds, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

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 admitted to do business in California and maintain an agent for process within the state or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law. 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 has the right but not the duty to acquire the necessary insurance for the Consultant and deduct the cost thereof from the appropriate progress payments due the Consultant, or backcharge the Consultant for such costs in the event they exceed the amount of unpaid progress payments due the Consultant. In the alternative, Metro JPA may cancel this Agreement.

(iii) Consultant shall not allow any subconsultants to commence work on any subcontract relating to the work under the Agreement until they have provided evidence satisfactory to the Metro JPA that they have secured all insurance required under this Section. If requested by Consultant, Metro JPA may approve different scopes or minimum limits of insurance for particular subconsultants. The Consultant and Metro JPA shall be named as additional insureds on all subconsultants' policies of Commercial General Liability using endorsement form ISO CG 20 38 04 13 or an endorsement providing equivalent coverage.

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

12. Indemnification.

To the fullest extent permitted by law, 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 of 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.

13. 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.

14. 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 thirty (30) calendar days written notice ("Notice of Termination") 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. Consultant shall not be entitled to damages for termination of work.

b. In the event this Agreement is terminated without cause, the Consultant shall perform the services required by this Agreement up to and including the effective date set out in the Notice of Termination. The Consultant shall not perform any further services subsequent to the effective date set out in the Notice of Termination. In the event this Agreement is terminated without cause, Metro JPA shall pay to the Consultant for all services performed up to the date of termination. Upon termination of the Agreement pursuant to this Section, the Consultant will submit an invoice to Metro JPA pursuant to Section 2.

c. 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.

15. Notice.

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

METRO JPA:	CONSULTANT:
Metro Wastewater JPA c/o La Mesa City Hall 8130 Allison Ave., La Mesa, CA 91942 Attn: c/o Greg Humora, City of La Mesa	VISION TECHNOLOGY SOLUTIONS, LLC dba VISION INTERNET PROVIDERS 2530 Wilshire Boulevard, 2nd Floor Santa Monica, California 90403 Contract Administrator Fax: (310) 656-3103

and shall be effective upon receipt thereof.

16. 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.

17. 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: _____

Chairperson

VISION TECHNOLOGY SOLUTIONS, LLC
dba VISION INTERNET PROVIDERS

By: _____

David M. Nachman
Chief Executive Officer

APPROVED AS TO FORM: _____

Raula C. P. de Sousa
General Counsel

METRO WASTEWATER JPA

EXHIBIT "A"

Exhibit A

Scope of Work

This Exhibit A ("Attachment A") describes the Scope of Work for website hosting services, to be performed by Vision Internet Providers ("Consultant") for Metro Wastewater Joint Powers Authority ("Metro JPA").

1) WEBSITE HOSTING

Comprehensive hosting solutions. Our co-location suite within a secure, state-of-the-art facility.

- Necessary bandwidth for website (over a 100 Mbps digital line)
- Power failure equipment including battery backup
- Redundant generator backup
- VMware Virtualization server with high available setting
- Operating system health monitoring and automatic hardware failover capability
- Centralized storage area network
- Full climate control
- Firewall protection
- 24 hour monitoring
- Security access via ID, biometrics, CCTV and key card
- Microsoft Windows Server 2008R2 or 2012 (based on the CMS version)
- Microsoft SQL Server 2005 standard, 2008R2 Standard or 2012 Standard (based on the CMS version)
- Monthly web usage statistics reports
- Fixed IP address for the website
- Daily onsite backups
- Guaranteed 99.9% uptime

2) VISIONCMS™ HARDWARE AND SOFTWARE

Below are details on the hosting environment for Metro JPA:

Shared Server

- Quad-core or Hex-core processors
- 10 GB~16 GB memory per hosting virtual server
- RAID 50 Configuration
- Windows Server 2012/Microsoft SQL Server 2012

3) WEB ANALYTICS

Web analytics to analyze website traffic. Site traffic reports in an organized and concise format, all with full-color graphics. Complete reports on website visitor patterns, referring sites, visitor

Metro JPA's Initials 

Consultant's Initials DN

paths, and demographics. Reports regarding website end-users, what search engines and keywords they use to find the website, the pages they access, documents they download most often, and much more.

Reports of the activity and technical statistics that contain information about the average number of visits, the least and most active days, the length of visits, the total hits, the errors found on the pages, etc.

The reports will be available over the web, and data will be easily exportable to CSV, Excel and PDF.

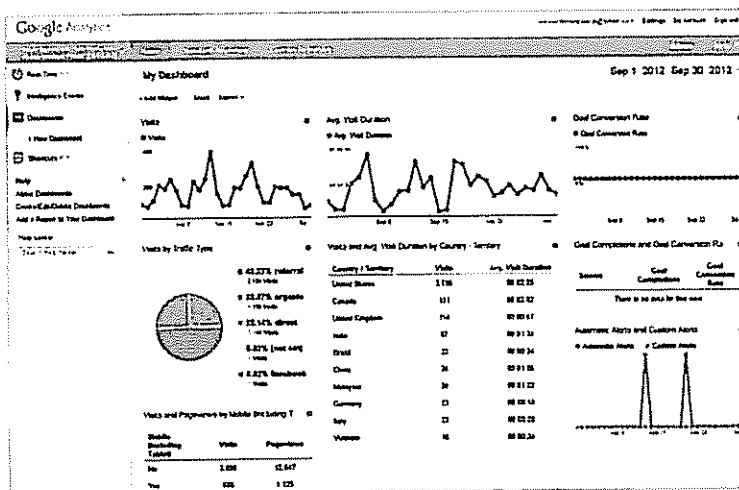


Figure 1: Web analytics provide advanced, interactive reporting.

Metro JPA's Initials

Consultant's Initials

EXHIBIT "B"

Exhibit B

Vision Internet Providers Incorporated Account Terms and Conditions

METRO WASTEWATER JOINT POWERS AUTHORITY is referred to herein as the "Client".

Service Provisions

Pursuant to the terms herein, Vision Internet agrees to provide World Wide Web, Web Hosting Services for the Client's Website ("Hosting Services").

Hosting Services are defined as the storage of Client files on a Vision Internet Web server.

Except as provided for in this Agreement, the Client is solely and exclusively responsible for creating, supporting, configuring, altering, maintaining and monitoring any and all materials on the Website.

Any changes, alterations or modification requested by the Client to their Website may be subject to a fee to be quoted by a Vision Internet representative at the time of the request, if not otherwise provided for in this Agreement.

Monthly Hosting

Vision Internet will provide shared website hosting on a Microsoft Windows Server 2012 and shared database hosting on a Microsoft SQL Server 2012 for one (1) unique Vision Content Management System website developed under a previous agreement.

Additional services including but not limited to website maintenance, custom data updates, application hosting will be billed at Vision Internet's prevailing hourly rates. Additional services not covered in this Agreement and extra hours will be presented to Client for approval prior to commencement of work ("Extra Work"). Extra Work will be billed at Consultant's prevailing hourly rates, as follows: Content Migration, \$85/hr; Graphic Production, \$95/hr; Quality Assurance, Testing, Debugging, Technical Support, Webmaster Services, HTML Programming, \$105/hr; Consulting, Project Management, Database Design, Dynamic Programming, \$135/hr; Graphic Design, Training, \$125/hr; Straight flatbed scanning will be billed at \$10 per scan. Touch up work to images will be billed at the Graphic Design hourly rate. Client shall be responsible for any or all additional fees including, without limitation: photography, stock images, illustration, fonts, scanning, software, applications, online promotion, marketing, copy writing, redesign, change orders, mailings, and fees to any third party vendors if applicable. Maintenance work is considered Extra Work as defined herein.

Websites exceeding 10GB of storage shall be subject to a monthly fee of \$50 per 5GB increment.

Website Usage

The Client agrees to use the Hosting Services in strict accordance with, but not limited to, all local, state, and federal laws. The Client hereby agrees that any text, data, graphics, or any other material published by the Client on their Website is free from violation of or infringement upon copyright, trademark, service mark, patent, trade secret, statutory, common law or proprietary or intellectual property rights of others, and is free from obscenity or libel. The display or publication of pornographic material is strictly prohibited.

The Client warrants that it has or has obtained all rights necessary to display all the images, data, information or other items being displayed at the Client's Website.

The Client expressly authorizes Vision Internet to display those images, data, information or other items, to the extent such usage is consistent with and subject to Client's control and use of Vision Internet's hosting services. All other Vision Internet use of Client's images, data, information or other items will require prior written approval of Client.

If Vision Internet discovers that the Client is displaying content that is in violation of any of the foregoing provisions, Vision Internet reserves the right to terminate this Agreement, provided however that Client will be provided a reasonable opportunity to cure prior to termination..

The Client is assigned a password to gain access to Hosting Services.

The Client agrees to be responsible for keeping the password secure and will immediately notify Vision Internet if the password is lost or stolen.

The Client shall be responsible for all use of Hosting Services accessed through the Client's password, except where access through Client's password was illegally obtained.

The Client's password is not transferable and is subject to any limits established by Vision Internet.

Warranties

Vision Internet does not warrant any connection to, transmission over, nor results of use of, any network connection or facilities provided under this agreement. **Vision Internet MAKES NO WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED, OF MERCHANTABILITY OR FITNESS OF THIS SERVICE FOR A PARTICULAR PURPOSE WHATSOEVER.** In no event, at any time, shall the aggregate liability of Vision Internet exceed the amount of fees paid by Client to Vision Internet and Vision Internet shall not be responsible for any lost profits or other damages, including direct, indirect, incidental, special, consequential or any other damages, however caused.

The Client acknowledges that the information available through the interconnecting networks may not be accurate. Vision Internet has no ability or authority over the material. In addition, Vision Internet has no liability for the quality, accuracy, or validity of the data/information gathered from the Internet. Use of information gathered through the use of Vision Internet services is at the risk of the Client.

The Internet

The Client acknowledges that, when using the Internet, the Client is using a completely different physical network than the Vision Internet communications network and different content than available on Vision Internet. The reliability, availability and performance of resources accessed through the Internet are beyond Vision Internet's control and are not in any way warranted or supported by Vision Internet. The Client acknowledges that safeguards relative to copyright, ownership, decency, reliability and integrity of content may be entirely lacking with respect to the Internet and content accessible through it. Vision Internet makes no warranty that any systems accessed will be free of computer viruses, but represents that it will maintain appropriate virus protection for Vision Internet's network.

The Client is responsible for making backup copies of their files. The Client assumes all risk and liability of its use of the Internet.

The Client specifically acknowledges that Vision Internet provides access to other systems not controlled by Vision Internet including, but not limited to, discussion groups, Websites and databases, that may contain pictures and language intended for adult audiences. The Client further understands that Vision Internet is not responsible for any damages that may result from exposure to such material and the Client agrees to hold Vision Internet harmless from any damages that may result.

Domain Name and Secure Digital Certificate

If agreed to under this Agreement, Vision Internet will apply for a custom domain name of the Client's choosing. Vision Internet cannot guarantee the availability of any particular name. Client is responsible for all fees charged by the registrar (i.e. Verisign or Dotster) including setup and renewal fees. Client shall be responsible for all licensing fees, if any, including but not limited to secure digital certificate renewal fees.

Abuse of Services

Any misuse of Vision Internet resources that disrupts Vision Internet's business is considered abuse and will not be tolerated. Examples of misuse include but are not limited to the display of pornography, the sending of chain letters, advertisements, solicitations, or mass mailings to individuals who have not agreed to be contacted in this manner ("Spam"). Such conduct may result in termination of Hosting Services, provided Client is first given a reasonable opportunity to cure, and Client fails to do so.

The Client agrees not to use any process, program or tool via Vision Internet for gaining unauthorized access to the accounts of other Vision Internet clients, customers or account holders or other Vision Internet systems. The Client agrees not to use Hosting Services to make unauthorized attempts to access the systems and networks of others. Any attempt to do so will result in immediate termination of Hosting Services.

The Client agrees not to use Hosting Services in a manner in which system or network resources are denied to other Vision Internet clients, customers or account holders. This includes, but is not limited, to excessive memory usage and programs that consume excessive CPU resources.

If the Client breaches any term of this Agreement, Vision Internet reserves the right to suspend access to the Client's Website without prior notice and may terminate this Agreement, provided Client is first given a reasonable opportunity to cure, and Client fails to do so.

The Client may not use the Hosting Services for any unlawful or destructive purpose including, but not limited to, copyright and/or trademark infringement. Client files and web pages stored on Vision Internet systems are expressly forbidden from containing, directing or linking to pornographic material. Content of such files will result in immediate suspension. Vision Internet does not allow use of its services as a door or signpost to another server.

Other

The headings in this Agreement are intended solely for convenience and shall be given no effect in the construction or interpretation of this agreement.

The Client agrees that a failure to exercise or delay in exercising any right, power or privilege on the part of Vision Internet will not operate as a waiver or estoppel thereof.

With the intent to be legally bound, each of the undersigned hereby covenants and acknowledges that he, she or it (a) has read each of the terms set forth herein, (b) has the authority to execute this Agreement for such person or entity, and (c) expressly consents and agrees that the person or entity upon behalf of which the undersigned is acting shall be bound by all terms and conditions contained herein.

The parties have each been advised to seek independent legal counsel in entering into this Agreement and the transactions described herein. In the event a party chooses not to seek independent legal counsel, that party does so freely and knowingly and waives any such rights to counsel.

It is understood and agreed that if any interpretation is to be made of this Agreement, the same shall not be construed for or against any of the Parties, as the Party that drafted the Agreement.

If any provision of this Agreement is determined to be invalid, all other provisions shall remain in full force and effect.

This Agreement may be executed in counterparts, each of which shall be an original and all of which together shall constitute one and the same Agreement.

Attachment 9

FY 2017

1st Amendment to Contract
for Administrative Services from
Lori Anne Peoples

**FIRST AMENDMENT TO THE AGREEMENT FOR
ADMINISTRATIVE SUPPORT SERVICES
BY AND BETWEEN
THE METRO WASTEWATER JOINT POWERS AUTHORITY
AND LORI ANNE PEOPLES**

THIS FIRST AMENDMENT ("Amendment") is made and entered into this ____ day of _____, 2016, by and between the Metro Wastewater Joint Powers Authority, existing and organized pursuant to the provisions of Government Code section 6500 *et seq.* ("Metro JPA") and Lori Anne Peoples ("Ms. Peoples"). Metro JPA and Ms. Peoples are sometimes individually referred to herein as the "Party" and collectively as the "Parties."

RECITALS

A. Metro JPA and Ms. Peoples entered into an Agreement for Administrative Support Services on April 11, 2014 ("Agreement") for Ms. Peoples 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, as further described in the Agreement.

B. Section 2 of the Agreement provides that the Term of the Agreement may be extended in a writing signed by both Parties.

C. Both Metro JPA and Ms. Peoples mutually desire to extend the Term of the Agreement to June 30, 2017.

D. Section 4 of the Agreement states that Ms. Peoples will spend approximately twenty (20) hours per month providing Administrative Services to Metro Commission during the Term of the Agreement, and approximately four (4) hours per month providing Administrative Services to Metro JPA and Metro TAC during the Term of the Agreement.

E. Section 4 of the Agreement provides that upon mutual agreement of the Parties, the estimated monthly hours may be extended or modified to obtain increased or amended Administrative Services from Ms. Peoples as necessary.

F. Both Metro JPA and Ms. Peoples mutually desire to amend the Agreement to increase the estimated number of hours Ms. Peoples will spend providing Administrative Services to Metro JPA and Metro TAC to reflect that Ms. Peoples will assume the Metro TAC minute preparation function beginning on July 1, 2016.

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

1. Section 2 of the Agreement is amended to extend the Term of the Agreement to terminate on June 30, 2017.

2. Section 4 of the Agreement is amended to increase the estimated monthly hours Ms. Peoples will spend providing Administrative Services to Metro JPA and Metro TAC from four (4) hours to ten (10) hours.

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

IN WITNESS WHEREOF, this First Amendment to the Agreement for Administrative Support Services is executed by Metro JPA and by Ms. Peoples on the day and year first written above.

METRO WASTEWATER JPA:

LORI ANNE PEOPLES:

By: _____
Jim Peasley
Chairperson

By: _____
Lori Anne Peoples

APPROVED AS TO FORM:

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

**AGREEMENT FOR ADMINISTRATIVE SUPPORT SERVICES
BY AND BETWEEN THE METRO WASTEWATER JOINT POWERS AUTHORITY AND
LORI ANNE PEOPLES**

THIS AGREEMENT FOR ADMINISTRATIVE SUPPORT SERVICES ("Agreement") is made and entered into this 11th day of April, 2014, ("Execution Date") by and between the Metro Wastewater Joint Powers Authority, existing and organized pursuant to the provisions of Government Code section 6500 *et seq.* ("Metro JPA") and Lori Anne Peoples ("Ms. Peoples"). Metro JPA and Ms. Peoples are sometimes individually referred to herein as the "Party" and collectively as the "Parties."

RECITALS

A. The City of Coronado, the City of Del Mar, the City of El Cajon, the City of Imperial Beach, the City of La Mesa, City of National City, the City of Chula Vista, the Lemon Grove Sanitation District, the City of Poway, Padre Dam Municipal Water District, Otay Water District and the County of San Diego (on behalf of: the Winter Gardens Sewer Maintenance District, a maintenance district established pursuant to California Streets & Hwys. Code section 5820 *et seq.*; the Lakeside/Alpine Sanitation District, a political subdivision of the State of California; and the Spring Valley Sanitation District, a political subdivision of the State of California) (the "Participating Agencies") entered into a Joint Exercise of Powers Agreement ("Joint Powers Agreement"), as amended, creating the Metro JPA for the purpose of taking responsibility, taking actions, and making decisions pertaining to the Regional Waste Water Disposal Agreement dated June 25, 1998 ("Metro Agreement"); and

B. The Participating Agencies appoint representatives to the Metro Commission, which is an advisory body to the City of San Diego created pursuant to the Metro Agreement; and

C. Public works directors and engineers from the Participating Agencies are members of the Metro Technical Advisory Committee ("Metro TAC"), which is an advisory body to the JPA and the Metro Commission, to provide authoritative recommendations to the Metro JPA and Metro Commission; and

D. The activities of the Metro JPA, the Metro Commission, and Metro TAC require administrative staff to prepare agendas, distribute mail, prepare minutes and perform other administrative activities to assure the Metro JPA, Metro Commission, and Metro TAC function within the legal requirements of State law and in a constructive and positive manner; and

E. The Metro JPA, Metro Commission, and Metro TAC do not currently employ staff to perform these administrative clerical services; and

F. Ms. Peoples desires to perform administrative services for the Metro JPA, Metro Commission, and Metro TAC; and

G. The Metro JPA intends to charge each Participating Agency a share of the cost of the administrative services provided by Ms. Peoples, based on each Participating Agency's proportionate flow in the Metropolitan Sewerage System as set during the Metro JPA annual budget process; and

H. The Metro JPA and City of San Diego intend to enter into an agreement under which the City of San Diego will reimburse the Metro JPA for administrative services performed by Ms. Peoples for the Metro Commission.

IN CONSIDERATION of the mutual promises set forth in this Agreement, the Parties agree as follows:

AGREEMENT

1. Services. 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 FPPC 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. Term and Termination. The term of this Agreement shall commence on April 11, 2014 and terminate on June 30, 2016 ("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. Reimbursement/Payment. For the Term of this Agreement, as defined in Section 2 above, the Metro JPA agrees to pay Ms. Peoples at the rate of \$52.50 per hour plus mileage at the current IRS Rate/Mile and actual costs for postage and supplies. Metro JPA will, upon submission of proper documentation, reimburse Ms. Peoples up to \$450 per quarter, or pro rata portion thereof, for cell phone, internet access, and technology costs incurred by Ms. Peoples requisite to conduct the Administrative Services.
4. Monthly Hours. The Parties estimate that Ms. Peoples will spend approximately twenty (20) hours per month providing Administrative Services to Metro Commission during the Term of this Agreement, and approximately four (4) hours per month providing Administrative Services to Metro JPA and Metro TAC during the Term of this Agreement. Metro JPA, through direction of its Chairperson, hereby reserves the right, upon mutual agreement of the Parties, to extend or otherwise modify these estimated monthly hours to obtain increased or amended Administrative Services from Ms. Peoples as necessary.
5. Invoicing. Ms. Peoples shall submit quarterly invoices to the Metro JPA for reimbursement of the Administrative Services provided under this Agreement. The invoices shall contain documentation of the hours Ms. Peoples spent providing

Administrative Services for Metro JPA, Metro Commission, and Metro TAC. The Metro JPA shall endeavor to remit payment within thirty (30) calendar days of receipt of the invoice. Ms. Peoples acknowledges that the income thus derived from this agreement is taxable and will be reported to the Internal Revenue Service. Further, Ms. Peoples acknowledges that no income tax, or any other withholdings, will be withheld on this income and that, as an independent contractor, she is responsible for obtaining any required business licenses and permits.

6. Maintenance of Records. Books, documents, papers, accounting records, and other evidence pertaining to costs incurred shall be maintained by Ms. Peoples and made available for inspection by Metro JPA at all reasonable times during the Agreement period, and for four (4) years from the date of final payment under the Agreement.
7. Indemnification. Metro JPA and Ms. Peoples each agree to defend, indemnify, protect and hold harmless the other Party, officers, employees, and agents from all claims asserted, or liability established for damages or injuries to any person or property including to the indemnifying Party's officers, employees and agents, or judgments arising directly or indirectly out of obligations, work or services herein undertaken, which arise from, are connected with, are caused by or claimed to be caused by the acts or omissions of the indemnifying Party's officers, employees and agents. The indemnifying Party's duty to indemnify and hold harmless shall not include any claims or liabilities arising from the established active negligence, sole negligence or willful misconduct of the other Party, its agents, officers or employees.
8. 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:

MS. PEOPLES:	METRO JPA:
Lori Anne Peoples C/O City of Chula Vista 276 Fourth Avenue Chula Vista, CA 91910 Attn: Lori Anne Peoples	Metro Wastewater Joint Powers Authority C/O Paula de Sousa, General Counsel 655 West Broadway 15 th Floor San Diego CA 92101 Attn: General Counsel and Chair

9. Insurance. Ms. Peoples shall provide proof of commercial general liability and automobile insurance to the Metro JPA in amounts and with policies, endorsements, and conditions required by the Metro JPA for the Administrative Services.
10. General Terms.
 - a. Standard of Care. The Administrative 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.

- b. Assignment and Subconsultants. Ms. Peoples and Metro JPA shall not assign, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the written consent of the other Party, which may be withheld for any reason.
- c. Independent Contractor. Ms. Peoples is retained as an independent contractor and is not an employee of Metro JPA. No employee or agent of Ms. Peoples shall become an employee of Metro JPA.
- d. Laws, Venue, and Attorneys' Fees. This Agreement shall be interpreted in accordance with the laws of the State of California; any action to enforce the terms of this Agreement 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 from the losing Party all reasonable costs incurred, including reasonable attorneys' fees, as determined by the court.
- e. Amendment; Modification; Severability. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties. The unenforceability, invalidity, or illegality of any provision(s) of this Agreement shall not render the other provisions unenforceable, invalid, or illegal.
- f. Integration. This Agreement represents the entire understanding of the Parties 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.

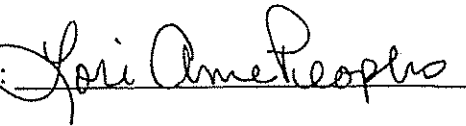
[Signatures on following page]

**SIGNATURE PAGE TO
AGREEMENT FOR ADMINISTRATIVE SUPPORT SERVICES
BY AND BETWEEN THE METRO WASTEWATER JOINT POWERS AUTHORITY AND
LORI ANNE PEOPLES**

The Metro JPA and Ms. Peoples execute this Agreement dated as of the Execution Date above, indicating that they have read and understood the terms of this Agreement, and indicate their full and complete consent to its terms:

Dated: 3-6-2014

Lori Anne Peoples

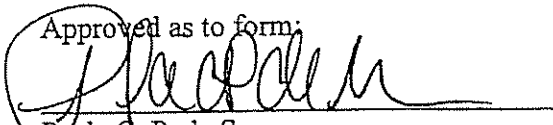
By: 

Dated: March 6, 2014

Metro Wastewater Joint Powers Authority

By: 
Cheryl Cox, Chairperson

Approved as to form:


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

Attachment 12

Update – Outcome of Metro Wastewater Debt Refundings

City of San Diego
Public Utilities Department - Wastewater
Bond Debt Service Savings by Metro/Muni Split
Date Prepared: April 27, 2016

Purpose: To provide Participating Agencies with a year by year savings calculation for debt prior to refunding and after refunding
Sources: WW Debt Service Amortization Schedule at JUNE 30, 2015; WW Debt Service Amortization Schedule - March 30, 2016

FUND	2016 ¹	2017	2018	2019	2020	2021	2022
MUNI	(1,412,166.61)	(\$2,127,189.10)	(\$2,127,189.10)	(\$2,127,189.10)	(\$2,895,797.10)	(\$2,895,468.10)	\$3,689,871.40
METRO	(2,325,480.69)	(\$2,434,042.16)	(\$2,434,042.16)	(\$2,434,042.16)	(\$4,705,434.16)	(\$4,702,463.16)	(\$10,941,052.66)
TOTAL SAVINGS	(\$3,737,647.30)	(\$4,561,231.26)	(\$4,561,231.26)	(\$4,561,231.26)	(\$7,601,231.26)	(\$7,597,931.26)	(\$7,251,181.26)

¹ Includes adjustments for November 15 debt service payment that reflects 2015 advanced refunding schedule but is not included in the final 2016 refunding schedule.

City of San Diego
Public Utilities De
Bond Debt Servi
Date Prepared: Apr

Purpose: To provide Part
Sources: WW Debt Servi

FUND	FISCAL YEAR						
	2023	2024	2025	2026	2027	2028	2029
MUNI	\$3,581,192.28	(\$4,524,239.26)	(\$4,526,130.99)	(\$7,486,899.08)	(\$10,031,886.13)	(\$2,640,192.67)	(\$2,639,262.61)
METRO	(\$8,736,736.04)	(\$944,429.50)	(\$939,587.77)	\$3,901,867.82	\$5,646,079.87	(\$2,026,638.59)	(\$2,027,143.65)
TOTAL SAVINGS	(\$5,155,543.76)	(\$5,468,668.76)	(\$5,465,718.76)	(\$3,585,031.26)	(\$4,385,806.26)	(\$4,666,831.26)	(\$4,666,406.26)

¹ Includes adjustments

City of San Diego
Public Utilities De
Bond Debt Service
Date Prepared: Apr

Purpose: To provide Part
Sources: WW Debt Servi

FUND	2030	2031	2032	2033	2034	2035	2036
MUNI	(\$2,165,498.51)	(\$2,163,188.51)	(\$2,163,562.51)	(\$2,166,087.00)	(\$2,165,812.02)	(\$2,162,413.00)	(\$2,162,160.00)
METRO	(\$295,295.25)	(\$294,980.25)	(\$295,031.25)	(\$295,375.50)	(\$295,338.00)	(\$294,874.50)	(\$294,840.00)
TOTAL SAVINGS	(\$2,460,793.76)	(\$2,458,168.76)	(\$2,458,593.76)	(\$2,461,462.50)	(\$2,461,150.02)	(\$2,457,287.50)	(\$2,457,000.00)

¹ Includes adjustments

City of San Diego
 Public Utilities De
 Bond Debt Servi
 Date Prepared: Apr

Purpose: To provide Part
 Sources: WW Debt Servi

FUND	GRAND		
	2037	2038	2039
MUNI	(\$2,162,402.00)	(\$2,162,567.00)	(\$2,162,094.00)
METRO	(\$294,873.00)	(\$294,895.50)	(\$294,831.00)
TOTAL SAVINGS	(\$2,457,275.00)	(\$2,457,462.50)	(\$2,456,925.00)
			(\$97,851,809.98)

1 Includes adjustments

Goldie Awards:	\$97,851,810
Difference:	\$0.02

Attachment 15

MetroTAC Work Plan



**Metro TAC Work Plan
Active & Pending Items
2016**

Active Items	Description	Member(s)
Board Members Orientation	Point Loma Permit Facility Negotiation History, This is the first part of a three part series. This item is to help Board Members understand the History and the issues surrounding the Pt. Loma waiver process and the waiver from Secondary Treatment under which PT. Loma currently operates. It is scheduled to be presented in April 2016. 4/16: Alan Langworthy and Tom Zeleny gave the attached presentation at the Metro Com/JPA meeting of April 7, 2016.	Greg Humora Paula de Sousa Mills
Board Members Orientation	1998 Regional Wastewater Disposal Agreement History. 4/16: This presentation will be given at the May 2016 Metro Com/JPA Meeting. 5/16: <i>Paula de Sousa Mills reviewed the attached presentation with the Metro Commission/JPA members</i>	Greg Humora Paula de Sousa Mills
Board Members Orientation	Metro Revenues, Metro Rates, Exhibit E Audit	Greg Humora Paula de Sousa Mills Karyn Keese
PLWTP Permit Ad Hoc Work Group	8/15: Greg Humora and Scott Tulloch continue to meet with stakeholders. Cost allocation subcommittee continues to meet with City staff. Milestones are included in each month Metro TAC and Commission agenda packet.	Greg Humora Scott Tulloch SD staff & consultants Enviro members
Secondary Equivalency	5/14: Definition of secondary equivalency for Point Loma agreed to be enviros 12/14: Cooperative agreement signed between San Diego and enviros to work together to pass legislation for secondary equivalency (until 8/1/19) San Diego indicated that passage of Federal legislation is not possible under the current political environment. San Diego is exploring options for State legislation 9/15: Letter received from EPA endorsing modified permit for Point Loma	Greg Humora Scott Tulloch
Pure Water Program Cost Allocation Ad Hoc Work Group	A small working group was formed to discuss options to allocate PLWTP offset project costs among the water and wastewater rate payers. The goal is to have numbers in December 2015.	Greg Humora Scott Tulloch Roberto Yano Karyn Keese SD staff & consultants
Pure Water Program Cost Allocation Metro TAC Work Group	5/14: Draft facility plan and cost allocation table provided to Metro TAC working group 3/15: Draft cost allocation presentation provided to Metro TAC	Greg Humora Scott Tulloch Rick Hopkins Roberto Yano Al Lau Bob Kennedy Karyn Keese
Exhibit E Audit	10/15: FY13 and FY14 expected to be complete by end of 2015.	Karyn Keese Karen Jassoy

**Metro TAC Work Plan
Active & Pending Items
2016**

Active Items	Description	Member(s)
Amend Regional Wastewater Disposal Agreement	The addition of Pure Water facilities and costs will likely require the amendment of the 1998 Regional Wastewater Disposal Agreement. The Padre Dam billing errors have led to a need to either amend the Agreement and/or develop administrative protocols to help resolve potential future billing errors. The goal is to begin this effort in December 2015.	Greg Humora Roberto Yano Dan Brogadir Paula de Sousa Mills Karyn Keese
SDG&E Rate Plan	SDG&E has submitted a Rate Plan that would not only change some rate structures but will also shorten the off peak hours for users such as utilities. BBK will continue to monitor and update Metro TAC and Commission/JPA members on protest measures.	Paula de Sousa Mills
Industrial Waste Program Update	9/13: A performance audit was performed on the PUD's IWCP. The audit produced two findings and made 8 recommendations. PUD has hired Brown & Caldwell to perform a fee study and assist implementation of an updated program. A subcommittee of the Metro TAC was formed to work with PUD staff and the consultant.	Roberto Yano Ed Walton
Management of Non-Disposables in Wastewater	9/13: Eric Minicilli handed out a position paper prepared by the NEWEA. 6/15 Chairman Humora provided attached from SCAP. 2/16: Chairman Humora distributed Robbins Geller Rudman & Dowd memorandum.	Eric Minicilli
2015/16 Transportation Rate Update	5/14: Metro TAC approved 2014 transportation rate w/caveat that PUD staff hires a consultant to review/revise methodology for 2015.	Al Lau Dan Brogadir Karyn Keese
IRWMP	8/15 RAC minutes included in August Metro TAC agenda. Padre Dam received a \$6 million grant for their project.	Bob Kennedy Steve Beppler Greg Humora
Recycled Water Revenue	The Regional Wastewater Disposal Agreement states that revenues from South Bay are to be sewer revenues and proportionally shared with PA's. North City has similar requirements however the debt from the optimized system must first be repaid. 7/15: Recycled revenues from South Bay dispersed to PAs in June 2015. Karyn Keese will work with City staff to determine the remaining balance on the optimized system debt. 10/15: Reconciliation will be part of the FYE Exhibit E audit process.	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 pharmaceutical collection events within the region sponsored by law enforcement.	Greg Humora
Strength Based Billing Evaluation	San Diego will hire a consultant every three years to audit the Metro metered system to insure against billing errors.	Al Lau Dan Brogadir Karyn Keese
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.	Eric Minicilli
Padre Dam Mass Balance Correction	8/15: Final reconciliation was approved and checks/bills were sent in June 2015. 10/15: Administrative protocol is being crafted by PAs attorney's group to establish 4 year from the date of discovery as the statute of limitations for billing errors.	Greg Humora Karyn Keese Rita Bell
Point Loma Modified NPDES Permit	1/15: Permit was submitted. EPA has commented that they do not expect to review until 2016 and expect to issue permit in August 2016.	Greg Humora Scott Tulloch Karyn Keese



**Metro TAC Work Plan
Active & Pending Items
2016**

Active Items	Description	Member(s)
City of San Diego Recycled Water Pricing	8/15: PUD staff presented recycled water rate study to SD Environmental Committee, IROC, and Metro TAC with two options: a unitary rate and a zone rate. Metro TAC approved the unitary rate and requested SD open negotiations with their wholesale customers on a wholesale rate. 9/15: Metro Commission recommended zone rate. 11/17/15: San Diego Council approved unitary rate.	Karyn Keese Rita Bell
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 Mills
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.	Bill Sandke Ed Spriggs
City of San Diego Revised Procurement Process	8/12: San Diego City Engineer James Nagelvoort reported on recent changes to San Diego's procurement process to move projects through more quickly. San Diego no longer needs Council approval to award CIP projects under \$30 million and professional services contracts under \$1 million. TAC and the JPA still requested to review any contract awards. San Diego to prepare an approval threshold spreadsheet for Metro consideration.	Metro TAC
JPA 2017 Budget	The FYE 2017 Metro Com/JPA budget will be presented to the Metro TAC and Finance Committee in May 2016 at their regular meetings and to the Metro Com/JPA at their regular June 2017 meeting.	Greg Humora Paula de Sousa Mills Karyn Keese

History of Regional Wastewater Disposal Agreement

Metro Wastewater JPA

PRESENTED BY

Paula de Sousa Mills
General Counsel, Metro Wastewater JPA
Partner, Best Best & Krieger LLP

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History of Regional Wastewater Disposal Agreement

- What led up to the Regional Wastewater Disposal Agreement ("Regional Agreement"):
 - A whole lot:
 - The Participating Agencies ("PAs") contracted with the City of San Diego for treatment and disposal through the Metro System but the PAs did not have:
 - A voice or role in governance
 - The ability to provide input on or undertake review of operations
 - The opportunity to undertake financial review
 - though the PAs paid 1/3 of the cost



History of Regional Wastewater Disposal Agreement

- What led up to the Regional Agreement (cont.)
 - The PAs also did not have:
 - The ability to provide input on or undertake review of the \$2.5 Billion CIP
 - Confidence on accuracy of cost allocation between Muni and Metro
 - Any guaranteed share of new capacity



Special Act District

- In the early 1990's there was a shift
 - The San Diego Wastewater Management District (aka "Special Act District") was formed:
 - SB 1225 (1992), effective January 1, 1993
 - All PAs plus the City of San Diego were included
 - Governed by a 19 member board
 - Was intended to serve as a regional entity to possibly take over the ownership and operation of the Metro System



Special Act District

- A draft agreement was prepared, negotiated and debated
- Due to policy disagreements, the Special Act District Board concluded that it was not a viable entity to own and operate the Metro System
- Several member agencies withdrew:
 - City of San Diego
 - City of Chula Vista
 - City of El Cajon
 - City of La Mesa
 - County of San Diego

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ATTORNEYS AT LAW

AFFORD

- Breakdown of Special Act District led to formation of "AFFORD"
 - Agencies for Fair & Objective Rate Determination
 - This was at a time where the PAs and City of San Diego were not communicating
 - Some PAs refused to pay their bills
 - AFFORD was getting ready to initiate litigation against the City of San Diego
 - "Cooler Heads Prevailed"
 - Resulted in "Principals of Understanding"

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ATTORNEYS AT LAW

AFFORD Principles of Understanding

- “AFFORD” Leads to New Regional Wastewater Disposal Agreement (“Regional Agreement”)
 - Based on negotiated “Principles of Understanding”
 - Principle #1: Establishment of “Metro Commission”
 - Principle #2: PAs pay fair share based on flow for entire Metro System
 - Principle #3: City of SD would consider re-purchase of excess PA capacity and permit transfer of capacity
 - Principle #4: City of SD and PAs will continue to pursue legislative and regulatory remedies to minimize the cost of operation of the Metro System while meeting science based prudent ocean discharge requirements



AFFORD Principles of Understanding

- Principle #4: City of SD and PAs will continue to pursue legislative and regulatory remedies to minimize the cost of operation of the Metro System while meeting science based prudent ocean discharge requirements
- Principle #5: City of SD and PAs agree that an additional 15 mgd of reclaimed water capacity is required by the Ocean Pollution Reduction Act of 1994 (“OPRA”)
- Principle #7: City of SD agrees not to move forward with South Bay Water Reclamation Plant and related facilities until a joint engineering study is completed



AFFORD Principles of Understanding

- Principle #9: PAs will share in CIP and O&M costs for primary and secondary treatment at North City Reclamation Plant
- Principle #10 and #11: PAs will not pay for City of SD right-of-way charges and the City of SD will stabilize Metro invoicing, establishing a quarterly billing process
- Principle #12: City of SD would rebate penalty fees charged to PAs due to billing dispute
- Principle #13: Negotiation of new long-term uniform sewage disposal agreement(s)

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Regional Agreement

- Principles of Understanding Memorialized in the New Regional Agreement
 - Key Terms of Regional Agreement:
 - Effective on May 18, 1998
 - Terminates on December 31, 2050
 - PAs and City of SD to start discussions on new agreement starting on December 31, 2040
 - PAs' Contract Capacity Rights survive termination of the Agreement
 - City of SD may abandon the Metro System after December 31, 2050 with 10 years advance notice to the PAs

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ATTORNEYS AT LAW

Key Terms of Regional Agreement

- Metro Commission was established
- Right to provide input on:
 - Master Planning
 - CIP
 - Annual budget
 - Right to Audit
- Distinguished Metro from Muni Systems



Key Terms of Regional Agreement

- PAs own capacity in Metro System
 - May purchase more capacity (if approved by City of SD, and if no imbalance results)
 - May transfer capacity to another PA (if approved by the City of SD and if no imbalance)
- PAs pay for Metro System Facilities
- PAs also pay for O&M
 - Exceptions related to North City Water Reclamation Plant



Key Terms of Regional Agreement

- Charges based in Strength and Flow
 - Monitored by City of SD
 - Frequency and nature of monitoring of strength the same for PAs and City of SD
 - City of SD must provide its plans for monitoring to the PAs for review and comment prior to implementing



Key Terms of Regional Agreement

- System of Charges
 - Sewer System Charge (SSC)
 - Metro System Costs – Revenues
 - Existing Capacity Charge (ECC)
 - Established in Exhibit "C"
 - New Contract Capacity Charge (NCCC)
 - Cost of the New Capacity



Key Terms of Regional Agreement

- Sewer System Charge (SSC)
 - Metro System Costs less Revenues
 - Metro System Costs
 - Unless a listed "excluded cost" costs associated with administration, operation, maintenance, replacement, annual debt service costs and other periodic financing costs and charges, capital improvement, insurance premiums, claims payments and claims administration costs of the Metro System, including projected overhead
 - Fines or penalties imposed on the City of SD as a result of the operation of the Metro System, unless the fine/penalty is allocated to the City of SD or a PA
 - Costs incurred by the City of SD, including attorneys' fees, necessary to implement the terms of the Agreement



Key Terms of Regional Agreement

- Sewer System Charge (SSC)
 - Metro System Costs less Revenues
 - Costs Excluded from "Metro System Costs"
 - Muni System Costs
 - Costs for treating Non-PA sewage
 - Costs related to the City of SD's inspection and monitoring program for the industrial dischargers
 - Right-of-way charges for the use of public streets of the City of SD or any PA
 - Capital Improvement Costs of any non-Metro System facility
 - Capital Improvement Costs for which an New Contract Capacity Charge is paid
 - Excluded Operation and Maintenance Cost for NCWRP



Key Terms of Regional Agreement

- Sewer System Charge (SSC)
 - Metro System Costs less Revenues
 - Metro System Revenues
 - Any grant or loan receipts or receipts that are attributable to the Metro System, including all compensation or receipts from the sale, lease, or other conveyance or transfer of any asset of the Metro System
 - All revenue from the sale, conveyance or transfer of any Metro System by-products, including, but not limited to gas, electrical energy, sludge products, and Reclaimed Water excepting therefrom any receipts related to sale of Reclaimed Water from NCWRP
 - Any portion of a New Contract Capacity Charge that constitutes reimbursement of costs previously paid for by the City and PAs
 - Penalties for discharge beyond Contract Capacity



Key Terms of Regional Agreement

- Sewer System Charge (SSC)
 - Metro System Costs less Revenues
 - Revenues Excluded from Metro System Revenues Include:
 - Capital Improvement Costs for which New Contract Capacity Charge is Paid
 - Proceeds from the issuance of debt for Metro system projects
 - Proceeds from the sale of Reclaimed Water used to pay for the Reclaimed Water Distribution System



Key Terms of Regional Agreement

- Sewer System Charge (SSC)
 - The unit SSC rate determined by allocating costs (Metro Costs less Metro System Revenues) between parameters of:
 - Flow
 - Strength
 - COD-Chemical Oxygen Demand
 - SS-Suspended Solids

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CONSULTANTS AND ENGINEERS

QUESTIONS?

BBK
BEST, BEST & KNIEGEN
CONSULTANTS AND ENGINEERS

City of San Diego
Metropolitan Sewerage System

Metro Facilities

I. Original Facilities

- Pt. Loma Wastewater Treatment Plant
- Pt. Loma Ocean Outfall
- Pump Station #1
- Pump Station #2
- South Metro Interceptor
- North Metro Interceptor
- Metro Force Mains 1 & 2
- Digested Sludge Pipeline
- Fiesta Island Sludge Processing Facility
- Fiesta Island Centrate Pipeline.

II. Fiesta Island Replacement Project (FIRP) And State Ocean Plan (SOP) Compliance Facilities

- Pt. Loma Outfall Extension
- Fiesta Island Replacement Project Digested Sludge Pipeline
- Fiesta Island Replacement Project Pump Station
- Metro Biosolids Center (FIRP Facilities)

III. Other Metro Facilities

- North City Water Reclamation Plant
- Metro Biosolids Center (NCWR Plant Related Facilities)
- North City Tunnel Connector
- North City Raw Sludge Pipeline
- Centrate Pipeline
- Rose Canyon Parallel Trunk Sewer
- Second Rose Canyon Trunk Sewer
- East Mission Bay Trunk Sewer
- Morena Blvd. Interceptor
- South Bay Water Reclamation Plant
- Dairy Mart Road & Bridge Rehab¹
- Grove Avenue Pump Station
- Grove Avenue Pump Station Sewer Pipeline

¹ The City and the Participating Agencies shall continue their joint effort to seek federal funding for the Dairy Mart Road and Bridge Rehabilitation Project with a goal of requiring 60% federal participation.

City of San Diego
Metropolitan Sewerage System

Metro Facilities

III. Other Metro Facilities (continued)

- South Bay Raw Sludge Pipeline
- South Bay Land/Ocean Outfall²
- Environmental Monitoring & Technical Services Laboratory
- Centrate Treatment Facility at Metropolitan Biosolids Center
- Sludge & Biosolids Management Facility (Monofill)
- Metro Operations Center (MOC) Complex
- Additional 8 mgd Water Reclamation Treatment Capacity

IV. Additional Metro Facilities

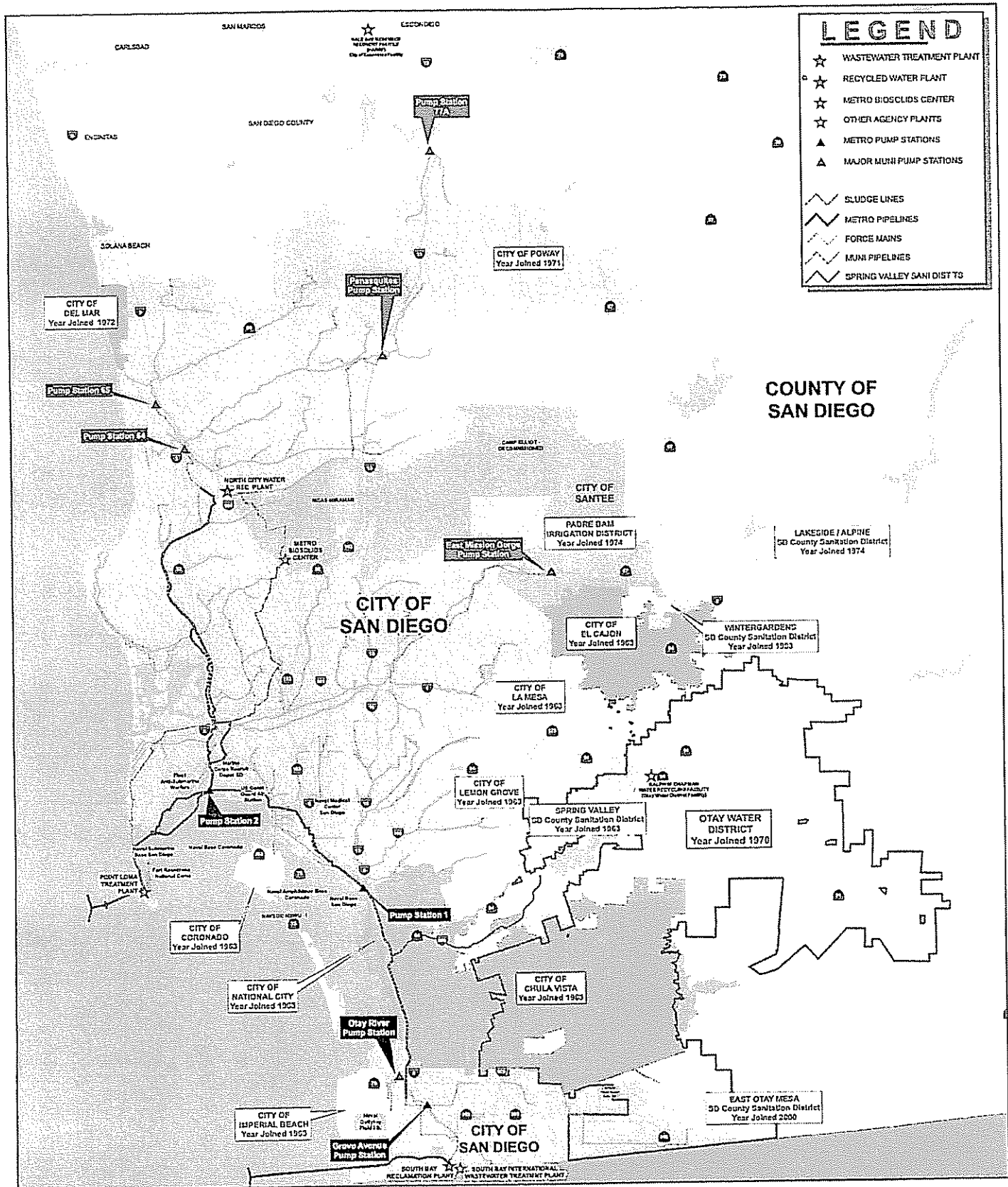
- A. Note: The below listed facilities will be required as part of the Metro System for hydraulic capacity, good engineering practices and/or compliance with applicable law, rules or regulations, including OPRA, and the continuation of the City's waiver of applicable treatment standards at the Point Loma Wastewater Treatment Plant ("Waiver").

- South Bay Sludge Processing Facility
- South Bay Secondary Treatment Plant, Phase I (21 MGD)
- South Bay Secondary Sewers, Phase I

- B. Note: These facilities will be required as part of the Metro System for hydraulic capacity, good engineering practices, compliance with OPRA, and to maintain the City's Waiver. In the event that hydraulic capacity demands, or the obligations of OPRA (or its successor) or the terms of the City's Waiver change, these facilities may not be required or may be modified or supplemented, as appropriate, pursuant to the terms of this Agreement.

- South Bay Secondary Treatment Plant, Phase II (28 MGD)
- South Bay Secondary Sewers, Phase II

² The South Bay Land/Ocean Outfall is jointly owned by the International Boundary and Water Commission, U.S. Section (60.06%) and the City of San Diego (39.94%). The capacity of the City's portion of the outfall as of the date of this Agreement is 74 MGD average dry weather flow, of which the Metro System has a capacity right to 69.2 MGD and the City has an exclusive right to 4.8 MGD.



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Metro TAC

Participating Agencies

Selection Panel Rotation

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

Updated 5/9/2016

EXP

Lemon Grove	Mike James	MBC Dewatering Centrifuges Replacement (Passed)	01/2012
National City	Joe Smith	MBC Dewatering Centrifuges Replacement (Passed)	01/2012
Coronado	Godby, Kim	MBC Dewatering Centrifuges Replacement (Passed)	01/2012
Otay Water District	Bob Kennedy	MBC Dewatering Centrifuges Replacement (Accepted)/Strategic Planning Rep	01/2012
Del Mar	Eric Minicilli	New As Need Engineering Contract	02/2012
Padre Dam	Al Lau	PA Rep. for RFQ for As Needed Design Build Services (Passed)	05/2012
County of San Diego	Dan Brogadir	PA Rep. for RFQ for As Needed Design Build Services (Cancelled project)	05/2012
Chula Vista	Roberto Yano	As-Needed Condition Assessment Contract (Accepted)	06/2012
La Mesa	Greg Humora	New programmatic wastewater facilities condition (Awaiting Response)	11/2012
Poway	Tom Howard	Optimization Review Study	01/2013
El Cajon	Dennis Davies	PUD 2015 Annual Strategic Plan	1/15/14
Lemon Grove	Mike James	As-Needed Engineering Services (Passed)	7/25/14
National City	Kuna Muthusamy	As-Needed Engineering Services	7/25/14
Coronado	Ed Walton	Strategic Planning	01/2014
Otay Water District	Bob Kennedy	Strategic Planning (Volunteered, participated last year)	01/2014
Del Mar	Eric Minicilli	Pure Water Program Manager Services	9/1/14
Padre Dam	Al Lau	Pure Water Program Manager Services	9/1/14
County of San Diego	Dan Brogadir	As-Needed Condition Assessment Contract	3/24/2015
Chula Vista	Roberto Yano	Out on Leave	6/10/15
La Mesa	Greg Humora	North City to San Vicente Advanced Water Purification Conveyance System	6/10/15
Poway	Mike Obermiller	Real Property Appraisal, Acquisition, and Relocation Assistance for the Public Utilities Department	11/30/15
El Cajon	Dennis Davies	PURE WATER RFP for Engineering Design Services	12/22/15
Lemon Grove	Mike James	PURE WATER RFP Engineering services to design the North City Water reclamation Plant and Influence conveyance project	03/16/15
National City	Kuna Muthusamy	Passes	04/04/2016
Coronado	Ed Walton	As-Needed Environmental Services - 2 Contracts	04/04/2016
Otay Water District	Bob Kennedy	As Needed Engineering Services Contract 1 & 2	04/11/2016
Del Mar	Eric Minicilli		
Padre Dam	Al Lau		
County of San Diego	Dan Brogadir		
Chula Vista	Roberto Yano		
La Mesa	Greg Humora		
Poway	Tom Howard		
El Cajon	Dennis Davies		
Lemon Grove	Mike James		

EXP

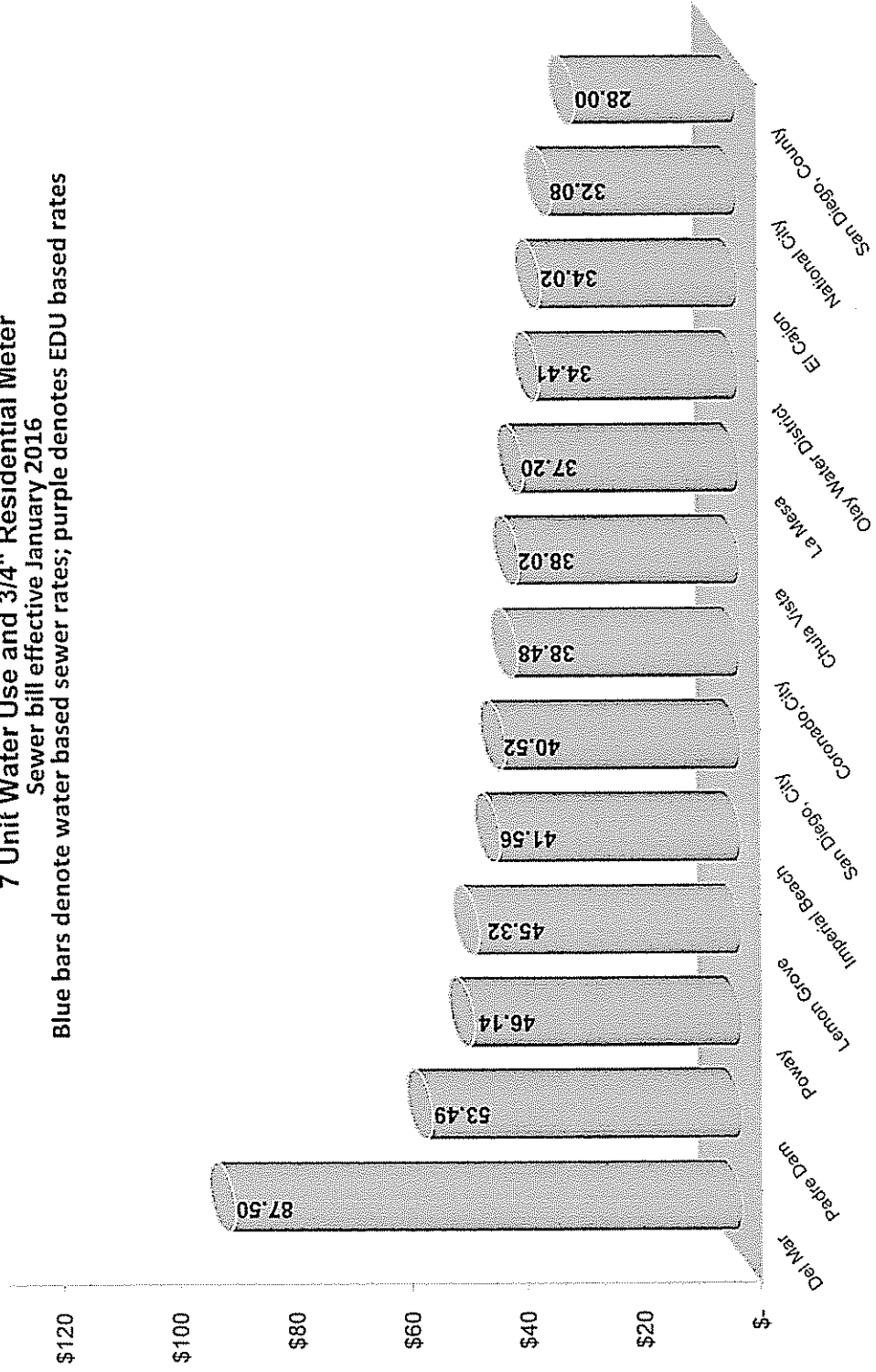
National City	Kuna Muthusamy		
Coronado	Ed Walton		
Otay Water District	Bob Kennedy		
Del Mar	Eric Minicilli		
Padre Dam	Al Lau		
County of San Diego	Dan Brogadir		
Chula Vista	Roberto Yano		
La Mesa	Greg Humora		
Poway	Mike Obermiller		
El Cajon	Dennis Davies		
Lemon Grove	Mike James		
National City	Kuna Muthusamy		
Coronado	Ed Walton		

Metro Member Agencies Sewer Rate Comparison

7 Unit Water Use and 3/4" Residential Meter

Sewer bill effective January 2016

Blue bars denote water based sewer rates; purple denotes EDU based rates



Attachment 16

Pt. Loma Permit Renewal



Point Loma Permit/Potable Reuse KEY MILESTONE DATES



04/28/2016

DATE	TASK	FOLLOW UP ACTION/STATUS
January	Begin outreach to regulators, legislators, key stakeholders and public	San Diego signed contract with Katz Assoc. 5/14
01/23/2014	San Diego meet with JPA on cost allocation. 1) Agree on methodology 2) Insert construction costs from facilities plan	San Diego to look at comparing PR facilities construction through secondary to secondary at Point Loma.
February	First draft of legislative language	Draft prepared
03/05/2014	San Diego (Ann, Brent, Bob, Allan) meet with EPA staff	Pure Water program was well received by EPA
10/08/2014	City of San Diego Environmental Committee	Consideration of Pt Loma Permit
10/16/2014	Metro Commission - VOTE on Supporting Permit	
11/18/2014	City of San Diego City Council Meeting	Consideration of Pt Loma Permit and Side Agreement. Passed 9-0
2015		
January	Submit NPDES Permit to the Environmental Protection Agency	Submitted! Regional Board expected to act on permit 9/16 or 11/16
	Prepare proposed lang for administrative fix to Clean Water Act	
	Be ready to provide lang for legislative fix to Clean Water Act	
05/20/2015	Present Phase 1 of cost allocation to Metro TAC	
06/04/2015	Metro JPA Strategic Planning Meeting at Pt Loma	
07/01/2015	Water Reliability Coalition Potable Reuse Media Training	
07/15/2015	Cost allocation meeting	
09/15/2015	City of San Diego City Council Request to set Prop 218 Public Hearing for water rate increase	218 Notice for water rates approved to be mailed out
09/17/2015	Letter received from EPA endorsing Pt Loma modified permit	
10/20/2015	Stakeholders meeting	
11/17/2015	City of San Diego Public Hearing for water rate increases	Water rate increases approved
11/23/2015	Cost allocation meeting	
2016		
04/19/2016	Stakeholders meeting	
06/21/2016	Stakeholders meeting	
	Finalize Phase 2 of cost allocation	
	Begin drafting updated wastewater disposal agreement	

Milestone Progress Dashboard

