



Metro Finance Committee
(Finance Advisory Committee to Metro JPA)

TO: Finance Committee Members and Metro Commissioners

DATE: Wednesday, May 23, 2018

TIME: 10:00 a.m.

LOCATION: PUD MOC 11, 9192 Topaz Way, (Conf. Room 2C – Second Floor) – Brunch will be provided

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

1. **Roll Call**
2. **Public Comments**
Persons speaking during Public Comment may address the Metro Finance Committee on any subject matter within the jurisdiction of the Metro Finance Committee that is not listed as an agenda item. Comments are limited to three (3) minutes. Please complete a Speaker Slip and submit it prior to the meeting.
3. **ACTION:** Approval of Minutes from the May 24, 2017 Finance Committee Meeting (**Attachment**)
4. **ACTION:** Consideration and Possible Action to Approve the 2018 Calendar of Metro JPA Finance Committee Meetings (**Attachment**)
5. **ACTION:** Consideration and Possible Action to Recommend Approval of the FY 2019 Proposed City of San Diego Metro Wastewater Utility Budget (Mark Gonzalez) (**Attachment**)
6. **ACTION:** Consideration and Possible Action to Recommend Approval of Amendment to the Treasurers Contract with Padre Dam Municipal Water District for FY 2019 (Roberto Yano/Karyn Keese) (**Attachment**)
7. **ACTION:** Consideration and Possible Action to Recommend Approval of the FY 2019 Contract with The Keze Group, LLC for Financial Management Services (Roberto Yano) (**Attachment**)
8. **ACTION:** Consideration and Possible Action to Recommend Approval of Amendment to Agreement for Administrative Support Services with Lori Anne Peoples Through FY 2022 (Roberto Yano/Karyn Keese) (**Attachment**)
9. **ACTION:** Consideration and Possible Action to Recommend Approval of Reimbursement Agreement with City of San Diego for Administrative Support Services Through FY 2022 (Roberto Yano/Karyn Keese) (**Attachment**)
10. **ACTION:** Consideration and Possible Action to Recommend Approval of the FY 2019 NV5 Contract for Engineering Services (Roberto Yano/Karyn Keese) (**Attachment**)

11. **ACTION:** Consideration and Possible Action to:
 - i. Recommend Approval of FY 2019 Scope of Work for City of Lemon Grove Consultant Wilson Engineering for Engineering Support Services. (Roberto Yano/Karyn Keese) (**Attachment**)
 - ii. Recommend Approval of Amendment to Reimbursement Agreement with City of Lemon Grove Sanitation District for Engineering Support Services of Wilson Engineering for FY 2019 (Roberto Yano/Karyn Keese) (**Attachment**)
 - iii. Recommend Authorizing Chair or Designee to execute Amendment to Reimbursement Agreement with City of Lemon Grove
12. **REVIEW:** FY 2019 Budget for Legal Counsel (Best Best & Krieger LLP) (Roberto Yano/Karyn Keese)
13. **ACTION:** Review and Consideration and Possible Action to Recommend the Metro Commission/Metro Wastewater JPA Approval of the FY 2019 Metro Wastewater JPA Budget (Roberto Yano/Karyn Keese) (**Attachment**)
14. **ACTION:** Amendment to increase work in FY 2017-18 in the amount of \$10,500 with a corresponding revision to Exhibits A and B for City of Lemon Grove Consultant Wilson Engineering for Engineering Support Services. (Roberto Yano/Karyn Keese) (**Attachment**)
15. Review of Items to be Brought Forward to the Metro Commission/Metro JPA
16. Other Business of the Finance Committee
17. Adjournment

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

Materials provided to the Metro Finance Committee related to any open-session item on this agenda are available for public review by contacting Karyn Keese (619) 733-8876 during normal business hours.

Finance Committee 2018 Meeting Schedule

January 24	May 23	September 26
February 28	June 27	October 24
March 28	July 25	November 28
April 25	August 22	December 26

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

The Metro Finance Committee of The Metro Commission/Metro Wastewater JPA requests individuals who require alternative agenda format or special accommodations to access, attend, and/or participate in the Metro Commission/ Metro Wastewater JPA meetings, contact E. Patino at (858) 292.6321, at least forty-eight hours in advance of the meeting.

Attachment 3
Action
Minutes of
May 24, 2017



Metro Finance Committee
(Finance Advisory Committee to Metro JPA)

TO: Finance Committee Members and Metro Commissioners

DATE: Wednesday May 24, 2017

TIME: 10:00 a.m.

LOCATION: MWWD, 9192 Topaz Way, (Conf. Room 2F – Second Floor) – Brunch will be provided

1. Roll Call

2. Public Comments

There was no public comment.

3. Approval of Minutes from the April 26, 2017 Finance Committee Meeting

Minutes were unanimously approved.

4. **ACTION:** Review and Consideration and Possible Action to Approve NV5 Social Media Monitoring Contract (Alex Heide).

- On April 26, the quotes and anticipated services for a social media consultant were presented to the Finance committee for a budget appropriation. After much discussion by the committee, direction was given to solicit a quote from NV5 for only a social media monitoring task. Additionally, the committee voiced concerns over the relatively high cost of the services relative to the anticipated benefit that may be provided to the JPA.
- The quote has been received from NV5 at approximately \$550 per month.
- Given the anticipated monthly cost for these services relative to the overall JPA budget, the social media committee is recommending not to proceed with the contracting out of social media services until it becomes warranted.
- Additionally, as part of item 9, NV5's contract has been amended to include optional social media services, to allow for added flexibility in the event that these services are requested in the future. However this task was not authorized during the budget process.
- The Social Media Policy that was adopted by the Metro JPA in October, is still applicable.
- Alex Heide was requested by the Finance Committee to research the cost of the JPA potentially purchasing monitoring software and having one of the JPA members IT department run the program and provide the monitoring. He will report back to the Committee at their next meeting.

5. **ACTION:** Review and Consideration and Possible Action to Recommend the Metro Commission/Metro Wastewater JPA Accept the FYE 2015 City of San Diego Public Utilities Department Schedule of Allocation for Billing to Metropolitan Wastewater Utility and Independent Auditors Report (MGO/Seth Gates/Karyn Keese)

Karyn Keese reviewed the staff report (copy attached). With the assistance of PUD audit staff the FYE 2015 Pure Water Program costs have been identified and she has reviewed the detail of each task order. In addition, PUD financial staff (Lee Ann Jones-Santos) has provided written assurance that once the Pure Water Program cost allocation is complete that any required adjustments between water and wastewater costs will be made starting with the inception of the Program in FYE 2014 through the date of the audit adjustments. With the completion of these two tasks the FYE 2015 audit fieldwork is complete.

MGO reviewed the audit detail and discussed the schedule of findings regarding the SRF Loan payment transaction. Seth Gates reviewed the City's response to this finding and discussed the corrective actions which have already been undertaken.

Metro TAC reviewed the FYE 2015 audit at their May meeting and unanimously accepted the audit. The Finance Committee unanimously accepted the FYE 2015 audit. Seth Gates stated that refund checks will be sent out by the end of FYE 2017 as well as billings to the PAs.

6. **ACTION:** Review and Consideration and Possible Action to Recommend the Metro Commission/Metro Wastewater JPA Approval of the FY 2018 Metro Wastewater JPA Budget (Karen Jassoy/Karyn Keese)

Karyn Keese gave a brief overview of the history of the JPA budgets in regard to use of as-needed engineering and financial consultants. Karen Jassoy reviewed the FYE 2018 budget. Karen noted that since the budget was prepared for the Metro TAC/Finance Committee agendas she had received the quarterly billing for BBK and that the projections to year-end needed to be updated for this contract in light of the increased work effort for BBK due to the Modified Permit hearings before the Regional Board and Coastal Commission. Item 12 was discussed as part of the budget process and it was decided that the budget should be revised prior to going to the Metro Commission/JPA to reflect an increased projected year-end amount of \$94,000 and an increase of the BBK FYE 2018 budget amount to \$60,000. Karen Jassoy will redo the budget and present alternatives to Chair Mullin showing billing levels and the use of reserves. The revised budget will be moved forward to the Metro Commission/JPA with the Finance Committee's concurrence and approval.

7. **ACTION:** Consideration and Possible Action to Recommend Approval of Amendment to the Treasurers Contract with Padre Dam Municipal Water District for FY 2018 (Karen Jassoy/Karyn Keese)

Paula de Sousa Mills stated that this contract is identical to the last year's Treasurer's Contract in dollar amount. There have been some changes to the standard JPA contract's boiler plate and these changes have been incorporated in all of the contracts that are before the Finance Committee for approval.

- TAC has recommended approval of the FY 2018 Amendment to the Treasurers Contract.
- The Finance Committee recommended approval of the FYE 2018 Amendment as well.

8. **ACTION:** Consideration and Possible Action to Recommend Approval of the FY 2018 Contract with The Keze Group, LLC for Financial Management Services (Alex Heide)

- The agreement is for the Keze Group to provide financial and technical assistance to the participating agencies.
- This contract provide for added oversight of the Metro system, which is often reflected in Exhibit E audits as well as the review Pure Water task orders.
- The increase in cost from \$65,120 to \$72,500 primarily reflects changes in the scope of services resulting from the Pure Water program. (Many more tasks than previous years)
- There are also minor modifications to the financial support task for the Metro Tac, as well as coordination with San Diego Public Utilities with their upcoming rate case.
- TAC has recommended the approval of the FY 2018 Contract with the Keze Group.
- Finance Committee recommended approval of the FYE 2018 Contract as well.

9. **ACTION:** Consideration and Possible Action to Recommend Approval of the FY 2018 NV5 Contract for Engineering Services (Alex Heide)

- Scope of work is for the engineering review and oversight of the San Diego metro system on an as-needed basis. It also includes support for attaining an administrative/legislative fix for secondary equivalency.
- Scott Tulloch, of NV5, also attends TAC meeting, JPA meetings, and help provide oversight to the Pure Water program.
- Cost of the contract is up a bit with a not to exceed cap of \$75,000 due to anticipated increase in Pure Water Program engineering support to Metro TAC and the JPA.
- Additionally, the scope of work contains optional social media services that could be utilized, if warranted, at a not to exceed amount of \$6,600.
- TAC recommended approval of the NV5 contract for engineering services.
- In addition, the Finance Committee recommended approval of the NV5 contract for engineering services. The social media services scope will remain included but will not be utilized until authorized separately.

10. **ACTION:** Consideration and Possible Action to Recommend Approval of the FY 2018 Scope of Work with Wilson Engineering for Engineering Support Services (Alex Heide)

- With the gearing-up of the Pure Water Program, there are many projects of complex and technical nature that are and will be coming forward to the Metro TAC and the JPA.
- The addition of as-need engineering services would provide additional support to the JPA to help with the technical review of design these projects.
- These services will not be duplicative of NV5's (Scott Tulloch) engineering services. The two services would be complementary to one another. NV5's scope of work includes Administrative/Legislative fix for Secondary equivalency & PWP validation studies. Wilson Engineering has 35 years of wastewater facilities design experience and will be reviewing all Pure Water Capital projects and support task orders to insure proper cost allocation between water and wastewater on combined projects as well as confirmation of the integrity and cost effectiveness of the proposed designs through their work with the PWP Facilities Working Group.
- Currently, Wilson Engineering's services are also being used by the Lemon Grove Sanitation District. It is proposed that the work that Wilson Engineering does for the JPA be billed through Lemon Grove, which would pass the cost forward to the JPA. This is similar to how the Treasurer's Contract is handled through Padre Dam.

- TAC recommended to the Metro Finance committee the appropriation of funds in the JPA budget for additional engineering services, which would be billed through the Lemon Grove Sanitation District.
- The Finance Committee also recommended the appropriation funds in the budget for additional engineering services, which would be billed through the Lemon Grove Sanitation District.

10. **ACTION:** Consideration and Possible Action to Recommend Approval of the FY 2018 Proposed City of San Diego Metro Wastewater Utility Budget.(Seth Gates)

Seth Gates reviewed the Metro Wastewater FYE 2018 Utility Budget. He stated that per request of Commissioner Spriggs at IROC a slide had been added to summarize the Pure Water Program task orders and CIP. He also reviewed the pursuit of SRF loans and WIFA financing for the Pure Water Program and other CIP costs such as the construction improvements for PS2. He stated that staff is currently preparing a financial plan for the Pure Water Program facilities with a goal of attaining 96% financing comprised of a mixture of SRF loans, WIFA funding, and conventional debt. The Finance Committee unanimously accepted the FYE 2018 budget.

11. Review FY 2016-17 Budget for Legal Counsel (Best Best & Krieger LLP) in Light of Increased Work in February-May 2017 (Paula de Sousa Mills)

This item was discussed as part of Item 6.

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

Items 3 to 11 will be moved forward to the Metro Commission/Metro JPA for their regular June 2017 meeting. Paula de Sousa Mills will work with Lori Peoples to establish a different agenda format for the budget and associated contracts that will allow the contracts to be discussed as part of the budget.

13. Other Business of the Finance Committee

Karyn Keese thanked Alex Heide for representing Metro TAC at the Finance Committee meeting and doing such an excellent job. She stated that Metro TAC Chair Greg Humora has a conflict on Wednesdays and will not be able to attend Finance Committee meetings unless the meeting is moved to noon. It was decided that the next Finance Committee meeting will be held at noon and the date, time, and location of the Finance Committee meetings will be put on the agenda again for further discussion.

15. Adjournment

Attachment 4

2018

Metro JPA

Finance Committee

Meeting Calendar



METRO WASTEWATER JOINT POWERS FINANCE COMMITTEE MEETING CALENDAR FOR 2018

January 24, 2018
February 28, 2018
March 28, 2018
April 25, 2018
May 23, 2018
June 27, 2018
July 25, 2018
August 22, 2018
September 26, 2018
October 24, 2018
November 28, 2018
December 26, 2018

Attachment 5
FY 2019
City of San Diego
Proposed Metro
Wastewater
Utility Budget

Public Utilities
FY 2019 Proposed Budget – Metro
Metro Finance Committee
Presentation

May 23, 2018

Fiscal Year 2019 Metro Fund Reductions

The Fiscal Year 2019 Proposed Budget for the Metropolitan Sewer Utility Fund includes an overall expenditure reduction of \$3.4 million. The budget reduction proposals for the Fiscal Year 2019 Proposed Budget, as outlined below, is 2.0 percent of the Fiscal Year 2018 Adopted Budget, excluding debt service payments.

The contributors to this net expenditure decrease include the reduction of:

- \$414,000 in Supplies
- \$515,000 in Capital Expense
- \$2.4 million in Contracts



Fiscal Year 2019 Proposed Budget

Metro Sewer Fund Summary

Non-General Fund	FY 2018 Adopted Budget		FY 2019 Proposed Budget		Change from FY 2018 Adopted Budget	
	FTE		FTE		FTE	
Metro Sewer Fund	458.86	\$224,055,992	473.24	\$231,530,275	14.38	\$7,474,283
Revenue		\$109,883,626		\$166,627,126		\$56,743,500



FY18 v FY19 Personnel Expense Allocation

FY18 Division Allocation	Muni	Metro	Water	Total
Customer Support	50%	0%	50%	100%
Department Management	18%	33%	49%	100%
Environmental Monitoring & Technical Services	33%	34%	33%	100%
Engineering and Program Management	18%	33%	49%	100%
Employee Services and Quality Assurance	18%	33%	49%	100%
Finance and Information Technology	19%	34%	47%	100%
Long Range Planning and Water Resources	0%	11%	89%	100%
Pure Water	0%	50%	50%	100%
Water Construction Maintenance	0%	0%	100%	100%
Water System Operations	0%	0%	100%	100%
Wastewater Collection	100%	0%	0%	100%
Wastewater Treatment and Disposal	5%	95%	0%	100%
Recycled Water	0%	0%	0%	0%

FY19 Division Allocation	Muni	Metro	Water	Total
Customer Support	44%	0%	56%	100%
Department Management	23%	30%	47%	100%
Environmental Monitoring & Technical Services	23%	52%	26%	100%
Engineering and Program Management	35%	23%	42%	100%
Employee Services and Quality Assurance	23%	30%	47%	100%
Finance and Information Technology	20%	35%	45%	100%
Long Range Planning and Water Resources	0%	0%	100%	100%
Pure Water	0%	43%	57%	100%
Water Construction Maintenance	0%	0%	100%	100%
Water System Operations	0%	0%	100%	100%
Wastewater Collection	100%	0%	0%	100%
Wastewater Treatment and Disposal	2%	98%	0%	100%
Recycled Water	0%	100%	0%	100%



Fiscal Year 2019 Proposed Budget - Position Additions

Classification	Metro FTE
Senior Wastewater Plant Operator	1.96
Plant Technician 3	0.98
Program Manager	0.30
Program Manager	(0.33)
Assistant Chemist	0.56
Senior Water Operations Supervisor	0.43
Plant Process Control Supervisor	0.43
Total	4.33



Fiscal Year 2019 Proposed Budget - Expense

Commitment Item Group	FY 2018 Adopted Budget	FY 2019 Proposed Budget	Change from FY 2018 Adopted Budget
Personnel Cost	29,474,819	32,235,765	2,760,946
Fringe Benefits	21,803,869	22,307,987	504,118
Supplies	21,662,766	21,333,645	(329,121)
Contracts	45,984,234	50,139,532	4,155,298
Information Technology	6,710,133	6,516,479	(193,654)
Energy and Utilities	16,265,567	16,275,777	10,210
Other Expenses	310,316	309,618	(698)
Capital Expenses	3,585,417	2,704,299	(881,118)
Debt Expenses	15,255	15,255	-
Transfers Out	74,743,616	76,191,918	1,448,302
Contingencies	3,500,000	3,500,000	-
Total	224,055,992	231,530,275	7,474,283



Fiscal Year 2019 Proposed Budget - Revenue

Commitment Item Group	FY 2018 Adopted Budget	FY 2019 Proposed Budget	Change from FY 2018 Adopted Budget
Charges for Current Services	96,243,726	102,548,022	6,304,296
Other Revenue	100,000	100,000	-
Revenue from Federal Agencies	1,350,000	-	(1,350,000)
Revenue from Use of Money and Property	1,300,000	1,300,000	-
Transfers In	10,889,900	62,679,104	51,789,204
Total	109,883,626	166,627,126	56,743,500



Summary of Major Revenue Adjustments

Revenue

- Addition of \$5.0M for increased billings to Participating Agencies based on contractual sewage treatment agreements
- Addition of \$51.7M for increased funding for Pure Water Program and Pump Station 2 projects from State Revolving Fund loan proceeds
- Reduction of \$1.4M in Federal Grants due to no agreements signed during budget development cycle

Summary of Major Expense Adjustments

Expense

- Addition of \$4.1M for Condition Assessments associated with large pump stations, treatment plants, programmatic wastewater pipelines, and capital improvement project planning
- Addition of \$2.7M for consulting services for the Pure Water Program
- Addition of \$2.2M primarily due to position adds and Recycled Water Division creation
- Addition of \$2.1M for Non-Discretionary adjustments
- Addition of \$2.0M for Salary and Benefit adjustments
- Addition of \$450k for the Recycled Water Master Plan



Pure Water FY 2019 Proposed Budget Wastewater Detail

Task Order	Title	Consultant	Budget Allocation	FY 19 Amount
Task Order #12	Operations Plan and Regulatory Support	Stantec	50% - Wastewater	\$ 300,000
Task Order #19	Public Outreach Support	Stantec	50% - Wastewater	\$ 217,000
Task Order #23	PMO Core Team Staffing	Stantec	50% - Wastewater	\$ 950,000
	Technical Support During Pre-Construction/Construction	Stantec	50% - Wastewater	\$ 290,000
	Regulatory Support - Central Area	Stantec	50% - Wastewater	\$ 88,000
	Central Area Technical Support and Studies	Stantec	50% - Wastewater	\$ 655,000
	Central Area Demonstration Facility Phase 1	Stantec	50% - Wastewater	\$ 200,000
				\$ 2,700,000



Fiscal Year 2019 CIP Proposed Budget - Metro Fund

Project	FY 2019 Proposed Budget
PURE Water Program / ALA00001	\$ 66,823,574
PS2 Power Reliability & Surge Protection / S00312	19,450,000
Metro Treatment Plants / ABO00001	5,311,000
Metropolitan Waste Water Department Trunk Sewers / AJB00001	3,083,904
NCWRP Improvements to 30 mgd / S17012	3,080,000
MBC Equipment Upgrades / S17013	550,000
EMTS Boat Dock and Steam Line Relocation / S00319	500,000
Metropolitan System Pump Stations / ABP00002	500,000
South Metro Sewer Rehabilitation Ph 3B / S00317	500,000
Enterprise Funded IT Projects / ATT00002	487,750
City Facilities Improvements / ABT00001	166,650
I AM Enhancements / T19001	88,000
Total	100,540,878



Questions/Comments

Attachment 6
Amdt. to Treasurers
Contract with Padre
Dam Muni Water
District

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

THIS ~~FOURTH~~FIFTH AMENDMENT is made and entered into this ~~+~~+ day of ~~July, 2017~~July, 2018, 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

E. WHEREAS, On July 1, 2016, Metro JPA and the District entered into a third amendment to the Agreement ("Third Amendment") to mutually extend the Agreement to extend the date of Padre Dam's treasurer services until July 1, 2017; and

F. WHEREAS, On July 1, 2017, Metro JPA and the District entered into a fourth amendment to the Agreement ("Fourth Amendment") to mutually extend the Agreement the date of Padre Dam's treasurer services until June 30, 2018.

~~FG.~~ WHEREAS, Both Metro JPA and the District mutually desire to further amend the Agreement, as amended by the First Amendment, Second Amendment~~—and~~, Third Amendment, and Fourth Amendment to extend the time of performance for services provided by the District.

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, Second

Amendment~~-and~~, Third Amendment, and Fourth Amendment, is further amended as necessary to extend the end date of Padre Dam's treasurer services until June 30, ~~2018~~2019.

2. Section 5 of the Agreement, as amended by the First Amendment, Second Amendment~~-and~~, Third Amendment, and Fourth Amendment, is further amended as necessary to ~~maintain~~increase the not-to-exceed amount ~~of \$19,000-as~~to \$21,000, which is the total amount that may be charged by the District for services provided during the term of the extension provided for in this ~~Fourth~~Fifth Amendment.

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

IN WITNESS WHEREOF, this ~~Fourth~~Fifth 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: _____
Jerry Jones
Chair

By: _____
Allen Carlisle
General Manager

APPROVED AS TO FORM:

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

Summary report: Litéra® Change-Pro 7.5.0.135 Document comparison done on 5/15/2018 10:36:12 AM	
Style name: Default Style	
Intelligent Table Comparison: Active	
Original DMS: iw://iManage/iManage/29780996/1	
Modified DMS: iw://iManage/iManage/31088426/1	
Changes:	
Add	19
Delete	14
Move From	0
Move To	0
Table Insert	0
Table Delete	0
Table moves to	0
Table moves from	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Format changes	0
Total Changes:	33

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

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

RECITALS

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

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

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

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

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

AGREEMENT

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

1. The District agrees to provide treasurer services to Metro JPA to include:

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

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

[Signatures on following page]

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

METRO WASTEWATER JPA:

**PADRE DAM MUNICIPAL WATER
DISTRICT:**

By: _____

Cheryl Cox
Chairperson

By: _____

Allen Carlisle
General Manager

APPROVED AS TO FORM:

Paula C. P. de Sousa
General Counsel

METRO WASTEWATER JPA

Attachment 7
FY 2019 Contract
with The Keze
Group, LLC
(Financial Mgt. Svs)

**AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN METRO WASTEWATER JOINT POWERS AUTHORITY
AND KEZE GROUP**

This agreement ("Agreement") is made and entered into as of July 1, ~~2017~~2018, 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. Metro JPA is a public agency of the State of California and is in need of professional services for the following project: As-needed Technical, Financial, and Administrative Support services for the fiscal year of ~~2017~~-2018-2019 as set forth in more detail herein.

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 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, Metro JPA shall pay for such services in accordance with the Schedule of Charges set forth in Exhibit "B," and incorporated herein.

b. In no event shall the total amount paid for services rendered by Consultant pursuant to Exhibit "A" exceed ~~\$75,200.00~~77,600.00 without the written approval of Metro JPA. 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. Time of Performance; Term.

Consultant shall commence and perform the Services in a prompt and timely manner and shall commence performance beginning July 1, ~~2017~~2018. This Agreement shall terminate on June 30, ~~2018~~2019, 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, in amounts not less than specified herein, Commercial General Liability Insurance, in a form and with insurance companies acceptable to 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 00 01) or exact equivalent.

(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 per Project
- (6) Explosion, Collapse and Underground (UCX) exclusion deleted
- (7) Contractual Liability with respect to this Agreement
- (8) Broad Form Property Damage
- (9) Independent Consultants Coverage

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

(v) The policy shall give Metro JPA, the Board and each member of the Board, its officers, employees, agents and Metro JPA designated volunteers additional insured status 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, and provided that such deductibles shall not apply to Metro JPA as an additional insured.

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 00 01 covering automobile liability (Coverage Symbol 1, any auto).

(iii) Subject to written approval by Metro JPA, the automobile liability program may utilize deductibles, but not a self-insured retention, provided that such deductibles shall not apply to Metro JPA as an additional insured.

(iv) The policy shall give Metro JPA, the Board and each member of the Board, its officers, employees, agents and Metro JPA designated volunteers additional insureds status.

c. Workers' Compensation/Employer's Liability.

(i) Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of

that code, and he/she will comply with such provisions before commencing work under this Agreement.

(ii) To the extent Consultant has employees at any time during the term of this Agreement, at all times during the performance of the work under this Agreement, the Consultant shall maintain full compensation insurance for all persons employed directly by him/her to carry out the work contemplated under this Agreement, all in accordance with the "Workers' Compensation and Insurance Act," Division IV of the Labor Code of the State of California and any acts amendatory thereof, and Employer's Liability Coverage in amounts indicated herein. Consultant shall require all subconsultants to obtain and maintain, for the period required by this Agreement, workers' compensation coverage of the same type and limits as specified in this section.

d. Minimum Policy Limits Required

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

Combined Single Limit

Commercial General Liability	\$1,000,000 per occurrence/ \$2,000,000 aggregate for bodily injury, personal injury, and property damage
Automobile Liability	\$500,000 per occurrence for bodily injury and property damage
Workers' Compensation	Statutory
Employer's Liability (if applicable)	\$1,000,000 per occurrence

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

(iii) Requirement of specific coverage or minimum limits contained in this section are not intended as a limitation on coverage, limits or any other requirement, or a waiver of any coverage normally provided by any insurance. Any available coverage shall be provided to the parties required to be named as Additional Insured 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 00 01 (or insurer's equivalent) signed by the insurer's representative and Certificate of Insurance (Acord Form 25-S or equivalent), together with all required endorsements. All evidence of insurance shall be signed by a properly authorized officer, agent, or qualified representative of the insurer and shall certify the names of the insured, any additional 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) Consultant shall provide Metro JPA at least thirty (30) days prior written notice of cancellation of any policy required by this Agreement, except that the Consultant shall provide at least ten (10) days prior written notice of cancellation of any such policy due to non-payment of premium. If any of the required coverage is cancelled or expires during the term of this Agreement, the Consultant shall deliver renewal certificate(s), including the General Liability Additional Insured Endorsement, to Metro JPA at least ten (10) days prior to the effective date of cancellation or expiration.

(ii) ~~The Commercial General Liability Policy and Automobile Liability Policy shall contain a provision stating that the Consultant's policies are primary insurance and that any insurance, self-insurance or other coverage maintained by Metro JPA or any named insureds shall not be called upon to contribute to any loss.~~ [Intentionally left blank.]

(iii) The retroactive date (if any) of each policy is to be no later than the effective date of this Agreement. Consultant shall maintain such coverage continuously for a period of at least three years after the completion of the work under this Agreement. Consultant shall purchase a one (1) year extended reporting period A) if the retroactive date is advanced past the effective date of this Agreement; B) if the policy is cancelled or not renewed; or C) if the policy is replaced by another claims-made policy with a retroactive date subsequent to the effective date of this Agreement.

(iv) All required insurance coverages, except for the professional liability coverage and automobile liability coverage, shall contain or be endorsed to waiver of subrogation in favor of 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. Consultant hereby waives its own right of recovery against Metro JPA, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

(v) The limits set forth herein shall apply separately to each insured against whom claims are made or suits are brought, except with respect to the limits of liability. Further the limits set forth herein shall not be construed to relieve the Consultant from liability in excess of such coverage, nor shall it limit the Consultant's indemnification obligations to Metro JPA and shall not preclude Metro JPA from taking such other actions available to Metro JPA under other provisions of the Agreement or law.

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) Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and admitted to transact in the business of insurance in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

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 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.

(ii) If at any time during the life of the Agreement, any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, Metro JPA has the right but not the duty to obtain the insurance it deems necessary and any premium paid by Metro JPA will be promptly reimbursed by Consultant or Metro JPA will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, Metro JPA may cancel this Agreement.

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

(iv) Neither Metro JPA nor any of its officials, officers, employees, agents or volunteers shall be personally responsible for any liability arising under or by virtue of this Agreement.

j. Subconsultant Insurance Requirements. Consultant shall not allow any subcontractors or subconsultants to commence work on any subcontract until they have provided evidence satisfactory to Metro JPA that they have secured all insurance required under this section. Policies of commercial general liability insurance provided by such subcontractors or subconsultants shall be endorsed to name Metro JPA as an additional insured using ISO form CG 20 38 04 13 or an endorsement providing the exact same coverage. If requested by Consultant, Metro JPA may approve different scopes or minimum limits of insurance for particular subcontractors or subconsultants.

13. Indemnification.

To the fullest extent permitted by law, Consultant shall defend (with counsel of Metro JPA's choosing), indemnify and hold Metro JPA, its Board, members of the Board, employees, and authorized volunteers free and harmless from any and all claims, demands, causes of action, suits, actions, proceedings, costs, expenses, liability, judgments, awards, decrees, settlements, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's services, the Project or this Agreement, including without limitation the payment of all

consequential damages, expert witness fees and attorneys' fees and other related costs and expenses. Notwithstanding the foregoing, to the extent Consultant's services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to Claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Metro JPA, its Board, members of the Board, employees, or authorized volunteers.

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. Documents.

Except as otherwise provided in Section 15, above, all original field notes, written reports, Drawings and Specifications and other documents, produced or developed for the Project shall, upon payment in full for the services described in this Agreement, be furnished to and become the property of Metro JPA.

17. Organization.

Consultant shall designate an individual from The Keze Group as Project Manager. The Project Manager shall not be removed from the Project or reassigned without the prior written consent of Metro JPA.

18. 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 1801 E 51st Street, Suite 365, Unit 522 Austin, TX 78723 Attn: Karyn Keese

and shall be effective upon receipt thereof.

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. Severability.

The unenforceability, invalidity or illegality of any provision(s) of this Agreement shall not render the other provisions unenforceable, invalid or illegal.

21. 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: _____
Jerry Jones
Chair

By: _____
Karyn Keese

APPROVED AS TO FORM:

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

EXHIBIT “A”

Scope of Services

The purpose of the As-Needed Consulting Contract for the Metro Wastewater JPA 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/JPA efforts, as well as the overall costs of the Metro System Program.

I. SCOPE OF SERVICES

The effort by The Keze Group, LLC (“TKG”) will be divided into 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.

I. SCOPE OF SERVICES

A. Routine Services

The routine services will include the following tasks:

1. Attendance and preparation of agendas for Metro TAC meetings.
2. Attendance and preparation of agendas for the Metro JPA meetings.
3. Attendance and preparation of agendas and minutes for the Metro JPA Finance ~~Committee~~
4. Attendance at planning/work meetings with Public Utilities Department (PUD) staff.
5. 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 ~~2016 and~~ 2017 and 2018

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 call in to Interim ~~Bi-Weekly~~ work meetings with the Auditors

(maximum of 5 per audit).

5. Review all audit samples for contract compliance and accounting accuracy.
6. Review the annual general services cost allocation.
7. Review output for any special projects (In the past year this has included the reconciliation of 17 Pure Water Program task orders to revise their original cost allocation. This required review of 250 invoices) to insure that only appropriate Metro costs have/had been charged to the PAs). This year the 50/50 Pure Water Program cost allocation will be revised and all associated costs back to project inception will be reviewed and adjusted. As of 6/30/17 there were 55 purchase/task orders that fall into this category. This will require an extensive set of journal entries during the course of the audit that are not routine in nature and will have to be reviewed. If the cost allocation remains at the newest planning numbers of 39% wastewater/61% water this means a potential savings to the PA's of \$800,000 to \$1,000,000 in incurred planning costs.
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. Review the administrative protocol calculations to insure proper allocation of revenues and expenses to the PAs. Prepare list of questions and work on resolution of issues regarding samples.
10. Present the results to the Metro Finance Committee, Metro TAC, and Metro Wastewater JPA.
11. Monitor closeout process to insure timely payment of refunds (if any) and the accuracy of any additional billings' (if any) to PAs.

C. Routine Review of MWWD Budget – FYE 2018 and 2019

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 meetings.

D. FYE 2018 PUD Water and Wastewater Rate Case – PUD staff will be hiring a rate consultant to update their water and wastewater rate cases starting July 1, 2018. Included in the water rate case will be the review of recycled water rates. As these are PA revenues coordination with PUD staff and their consultant is anticipated.

E. Pure Water Program Support – This task includes 10 hours per month to assist in facilitation of the Pure Water Program. Envisioned subtasks include revisions to the Pure Water Program financial forecast model to update project costs, financing, and timing based on ~~30% design costs,~~program costs from construction bids anticipated in July 2018 and revenue sharing,~~and potential water purchases~~; assistance with the update to the Regional Wastewater Disposal Agreement; and continued cost allocation monitoring and updates of all Pure Water purchase/task orders for both O&M and capital projects.

F. Metro TAC Staff Support – This task includes 12 hours per month for financial analysis and consulting in support of varied Metro TAC Work Plan projects. TKG will support, as-needed, the items contained in the Metro TAC FYE ~~2017~~2019 Work Plan. One key issue that will continue during FYE ~~2018~~2019 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. Provide additional follow-up on the additional items identified.
- D. Provide additional technical support on specific projects as directed by the Metro TAC, Finance Committee, and Metro JPA Chair.
- E. Provide technical support, as requested, to fulfill other Metro JPA objectives.

EXHIBIT "B"

Schedule of Charges

The proposed budget for the described scope of services is ~~not to exceed amount of \$75,200~~ not-to-exceed \$77,600 for Fiscal Year Ending ~~2018~~2019. The hours and fees per task is summarized ~~below~~ in Attachment A to this Schedule of Charges. The hourly billing rate ~~is~~ remains unchanged at \$160.

		Approved FYE 2017 Budget (for comparison purposes only)					Proposed FYE 2018 Budget for Services under this Agreement		
Task	Description	Budget	Budget	Cumulative as of	Balance	%	Proposed	Proposed	Difference
I.F.	Routine Meetings	\$12,000	75.00	\$9,520	\$2,480	21%	\$ 12,000	75.0	\$ -
I.F.	Exhibit E Audit Review	\$9,600	60.00	\$12,480	-\$2,880	-30%	\$ 13,600	85.0	\$ 4,000
I.G.	Review of PUD Budget	\$2,560	16.00	\$3,920	-\$1,360	-53%	\$ 4,800	30.0	\$ 2,240
I.H.	FYE 2018 PUD Water and Wastewater	\$2,560	16.00	\$0	\$2,560	100%	\$ 2,560	16.0	\$ -
I.H.	Pure Water Program Cost Allocation	\$19,200	120.00	\$9,360	\$9,840	51%	\$ 19,200	120.0	\$ -
I.H.	Metro TAC Staff Support	\$19,200	120.00	\$17,680	\$1,520	8%	\$ 23,040	144.0	\$ 3,840
	Direct Expense								
	TOTAL	\$65,120	\$407.00	\$52,960.00	\$12,160.00	19%	\$ 75,200		\$ 10,080

Attachment A
Summary of Costs by Task
Metro JPA Contract FYE 2019
Based on Estimates as of March 31, 2018

Task	Description	Approved FYE 2018 Budget Summary						Proposed FYE 2019		
		Budget Amount	Budget Hours	Current Month	Cumulative	Balance	% Remaining	Proposed FYE 2019	Proposed Hours	Difference
1	Routine Meetings	\$12,000	75	\$400	\$4,000	\$8,000	67%	\$ 12,000	75	\$ -
2	Exhibit E Audit Review	\$13,600	85	\$80	\$8,240	\$5,360	39%	\$ 16,000	100	\$ 2,400
3	Review of PUD Budget	\$4,800	30	\$1,120	\$2,160	\$2,640	55%	\$ 4,800	30	\$ -
4	FYE 2019 Water and Wastewater Rate Case	\$2,560	16	\$0	\$0	\$2,560	100%	\$ 2,560	16	\$ -
5	Pure Water Program Cost Allocation	\$19,200	120	\$2,400	\$10,360	\$8,840	46%	\$ 19,200	120	\$ -
6	Metro TAC Staff Support	\$23,040	144	\$1,600	\$19,960	\$3,080	13%	\$ 23,040	144	\$ -
	Direct Expense									
	TOTAL	\$75,200	470	\$5,600	\$44,720	\$30,480	41%	\$ 77,600	485	\$ 2,400

EXHIBIT “C”

Insurance Certificates

Insurance documentation is included on the following pages.

Summary report: Litéra® Change-Pro 7.5.0.135 Document comparison done on 5/10/2018 11:54:13 AM	
Style name: Default Style	
Intelligent Table Comparison: Active	
Original DMS: iw://iManage/iManage/29781041/2	
Modified DMS: iw://iManage/iManage/31048921/1	
Changes:	
Add	21
Delete	22
Move From	1
Move To	1
Table Insert	0
Table Delete	1
Table moves to	0
Table moves from	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	1
Embedded Excel	0
Format changes	0
Total Changes:	47

Attachment 8
Amdt. to Adm.
Support Svs. Agmt.
with Lori Anne
Peoples

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

THIS ~~FIRST~~SECOND AMENDMENT ("Amendment") is made and entered into this ____ day of _____, ~~2016~~2018, 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. The Parties previously amended the Agreement on June 2, 2016 to extend the Term of the Agreement through June 30, 2018 (the "First Amendment").

D. ~~C.~~ Both Metro JPA and Ms. Peoples mutually desire to further extend the Term of the Agreement to June 30, ~~2018~~2022.

E. ~~D.~~ In addition to extending the Term, the First Amendment amended Section 4 of the Agreement ~~states to state~~ 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) (ten (10)) hours per month providing Administrative Services to Metro JPA and Metro TAC during the Term of the Agreement.~~

F. ~~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.

G. ~~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~~ an increase in workload due to functions related to the Metro ~~TAC minute preparation function beginning on July 1, 2016~~JPA Finance Committee.

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, ~~2018~~2022.

2. Section 3 of the Agreement is amended to increase Ms. Peoples' hourly rate to \$55.00 per hour and to add the following sentences at the end of Section 3:

Metro JPA will provide Ms. Peoples with either a pre-paid, reloadable debit card in the amount of \$500 or a credit card with a limit of \$500, which will be used only for expenditures requisite to the conduct of the Administrative Services. Each quarter, Ms. Peoples will submit an invoice showing all charges made to the debit or credit card. If the card is a debit card, Ms. Peoples may request that the card be replenished to \$500 once per quarter after submitting the invoice for the prior quarter.

3. ~~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 to twelve (12) hours.

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

IN WITNESS WHEREOF, this ~~First~~Second 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~~Jerry Jones
Chairperson

By: _____
Lori Anne Peoples

APPROVED AS TO FORM:

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

Summary report: Litéra® Change-Pro 7.5.0.135 Document comparison done on 5/17/2018 12:52:09 PM	
Style name: Default Style	
Intelligent Table Comparison: Active	
Original DMS: iw://iManage/iManage/25515031/2	
Modified DMS: iw://iManage/iManage/31073796/1	
Changes:	
Add	26
Delete	20
Move From	1
Move To	1
Table Insert	0
Table Delete	0
Table moves to	0
Table moves from	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Format changes	0
Total Changes:	48

**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: Lori Anne Peoples C/O City of Chula Vista 276 Fourth Avenue Chula Vista, CA 91910 Attn: Lori Anne Peoples	METRO JPA: 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.

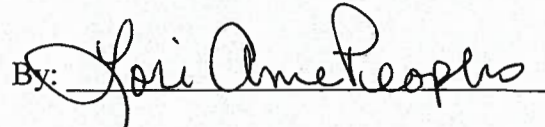
[Signatures on following page]

**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:

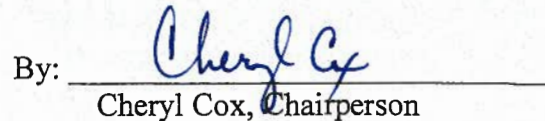
Dated: 3-6-2014

Lori Anne Peoples

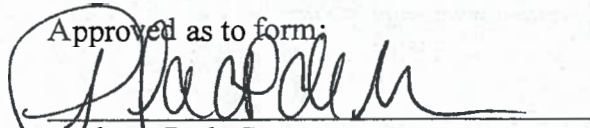
By: 

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 9
Reimbursement
Agmt. with
City of San Diego
for Adm. Supt. Svs.

**REIMBURSEMENT AGREEMENT FOR ADMINISTRATIVE SUPPORT SERVICES
BY AND BETWEEN THE CITY OF SAN DIEGO AND
METRO WASTEWATER JOINT POWERS AUTHORITY**

THIS REIMBURSEMENT AGREEMENT FOR ADMINISTRATIVE SUPPORT SERVICES (“Agreement”) is made and entered into this ~~11th~~^{1st} day of ~~April~~^{July}, ~~2014~~²⁰¹⁸, 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 the City of San Diego, a municipal corporation (“City”). Metro JPA and the City 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, the 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 County Sanitation District (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 Wastewater 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. The activities of the Metro Commission require administrative staff to prepare agendas, distribute mail, prepare minutes and perform other administrative activities to assure the Metro Commission functions within the legal requirements of State law and in a constructive and positive manner (“Administrative Services”); and

D. The Metro JPA entered into an agreement, as amended, with Lori Anne Peoples (“Ms. Peoples”), which ~~commences~~commenced on April 11, 2014 ~~and terminates on June 30, 2016,~~ for the performance of these Administrative Services by Ms. Peoples (“Administrative Services Agreement”), a copy of which is attached as Exhibit “A”; and

E. Metro JPA and Ms. Peoples have amended the Administrative Services Agreement to extend the term of said agreement, increase the hourly compensation to Ms. Peoples, and increase the estimated monthly hours Ms. Peoples will spend providing Administrative Services to Metro JPA, and for other purposes. A copy of the Second Amendment to the Administrative Services Agreement is attached hereto as Exhibit “B”; and

~~EF~~. The Administrative Services Agreement requires the Metro JPA to compensate Ms. Peoples at the rate of ~~\$52.50~~55.00 per hour plus mileage at the current IRS Rate/Mile and actual costs for postage and supplies; and

~~FG~~. The City desires to reimburse the Metro JPA for the cost of Administrative Services performed by Ms. Peoples for the Metro Commission pursuant to the Administrative Services Agreement.

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

AGREEMENT

1. Reimbursement to Metro JPA. The City agrees to reimburse Metro JPA at the rate of ~~\$52.50~~55.00 per hour plus mileage at the current IRS Rate/Mile and actual costs for postage and supplies for Administrative Services provided by Ms. Peoples for the Metro Commission. The City agrees to reimburse Metro JPA up to \$360.00 per quarter or pro rata portion thereof, with proper documentation for phone, internet access, and technology costs incurred by Ms. Peoples in the performance of the Administrative Services.:-

1.1 Maximum Reimbursement. The City's total reimbursement obligation under the term of the Agreement shall not exceed ~~sixty-five~~seventy-three thousand dollars (~~\$65,000.00~~73,000.00) for administrative services, which is inclusive of reimbursement for the phone, internet access, and technology costs identified in Section 1.0 above.

2. Monthly Hours. The Parties estimate that Ms. Peoples will spend approximately twenty (20) hours per month providing Administrative Services to the Metro Commission for the term of the Administrative Services Agreement. These estimated monthly hours may be extended or otherwise modified upon mutual agreement of the Parties to obtain increased or amended Administrative Services as necessary, consistent with the Administrative Support Services Agreement between Metro JPA and Ms. Peoples. Any increase in estimated hours shall not exceed the maximum reimbursement identified in Section 1.1 of the Agreement without written consent of the parties.

3. Invoicing. The Metro JPA shall submit quarterly invoices to the City for reimbursement of the Administrative Services provided to the Metro Commission under the Administrative Services Agreement. The invoices shall contain documentation of the hours Ms. Peoples spent providing Administrative Services for Metro Commission. The City shall remit payment within thirty (30) calendar days of receipt of the invoice.

4. Term and Termination. This Agreement shall begin on the date first set forth above and terminate upon the earlier of: (1) June 30, ~~2018~~2022; or (2) termination of the Administrative Services Agreement by the Metro JPA or Ms. Peoples. Upon termination of this Agreement, the City shall pay the Metro JPA for any outstanding Administrative Services performed by Ms. Peoples, and the obligation of the City to the Metro JPA shall thereupon cease and terminate and no further sums shall be payable or paid under this Agreement. The

term of this Agreement may be extended in a writing signed by both Parties.

5. Notice. Unless notified in writing of a change of address, all notices, payments or correspondence relating to this Agreement may be given by personal delivery or by mail as follows:

CITY:

METRO JPA:

City of San Diego ~~MWWD~~
Authority

Metro Wastewater Joint Powers

~~C/O Martin Kane, Agency Contracts~~ Public Utilities Department
Paula de Sousa Mills, General Counsel

C/O

~~9192 Topaz Way~~

C/O Edgar Patino, Agency Contracts

655 West Broadway, 15th Floor

~~San Diego, CA 92123~~ 9192 Topaz Way

San Diego CA 92101

San Diego, CA 92123

Attn: General Counsel and Chair

6. 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.

7. 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.

8. 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
REIMBURSEMENT AGREEMENT FOR ADMINISTRATIVE SUPPORT SERVICES
BY AND BETWEEN THE CITY OF SAN DIEGO AND
METRO WASTEWATER JOINT POWERS AUTHORITY**

The Metro JPA and the City execute this Agreement as of the 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: _____

City of San Diego

By: _____

Dated: _____

Metro Wastewater Joint Powers
Authority

By: _____

~~Cheryl Cox~~, Jerry Jones,
Chairperson

Approved as to form:

Paula C. P. de Sousa
General Counsel
Metro Wastewater Joint Powers Authority
Approved as to form:

Counsel
City of San Diego

Exhibit A
Administrative Services Agreement

Exhibit B

Second Amendment to Administrative Services Agreement

Summary report: Litéra® Change-Pro 7.5.0.135 Document comparison done on 5/17/2018 1:00:51 PM	
Style name: Default Style	
Intelligent Table Comparison: Active	
Original DMS: iw://iManage/iManage/8567884/7	
Modified DMS: iw://iManage/iManage/31080930/1	
Changes:	
Add	25
Delete	20
Move From	0
Move To	0
Table Insert	0
Table Delete	0
Table moves to	0
Table moves from	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Format changes	0
Total Changes:	45

Attachment 10
FY 2019 NV5
Contract for
Engineering Svs.

**AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN METRO WASTEWATER JOINT POWERS AUTHORITY
AND NV5, ~~Inc~~INC.**

This agreement ("Agreement") is made and entered into as of July 1, ~~2017~~2018, 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 NV5, Inc., a professional services firm (hereinafter referred to as "Consultant"). Metro JPA and Consultant are sometimes referred to individually as "Party" and collectively as "Parties."

RECITALS

A. Metro JPA is a public agency of the State of California and is in need of professional services for the following project: Technical As-Needed Engineering Advisory Services (hereinafter referred to as "the Project").

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 Metro JPA with the services described in the Scope of Services attached hereto as Exhibit "A" and incorporated herein ("Services"). Additionally, at the option and request of Metro JPA, Consultant may be asked to perform additional social media monitoring services as described in the attached Exhibit "A-1" ("Additional Social Media Services"), which is incorporated herein.

2. Compensation.

a. Subject to paragraph 2(b) below, Metro JPA shall pay for the Services set forth in Exhibit "A" in accordance with the "Schedule of Charges for Services" set forth in Exhibit "B." Additionally, Metro JPA shall pay Consultant for the Additional Social Media Services set forth in Exhibit "A-1," only if requested by Metro JPA at its option, in accordance with the "Schedule of Charges for Additional Social Media Services" set forth in Exhibit "B-1."

b. In no event shall the total amount paid for Services rendered by Consultant pursuant to Exhibit "A-1" exceed ~~\$75,000.00~~50,000.00 without the written approval of Metro JPA. In no even shall the total amount paid for Additional Social Media Services rendered by Consultant pursuant to Exhibit "A-1" exceed \$6,600.00. 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~~the Services under this Agreement are as follows: **Scott Tulloch, and Carmen Kasner.**

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 perform its services hereunder in a prompt and timely manner and shall commence performance upon receipt of a written Notice to Proceed from Metro JPA. Consultant shall complete the services required hereunder by June 30, 2018. The Notice to Proceed shall set forth the date of commencement of the work.

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.

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

b. Consultant shall assist Metro JPA, as requested, in obtaining and maintaining all permits required of Consultant by Federal, State and local regulatory agencies.

c. Consultant is responsible for all costs of clean up and/or removal of hazardous and toxic substances spilled as a result of Consultant's services or operations performed under this Agreement.

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, in amounts not less than specified herein, Commercial General Liability Insurance, in a form and with insurance companies acceptable to 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 00 01) or exact equivalent.

(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 per Project
- (6) Contractual Liability with respect to this Agreement
- (7) Broad Form Property Damage
- (8) Independent Consultants Coverage

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

(v) The policy shall give Metro JPA, the Board and each member of the Board, its officers, employees, agents and Metro JPA designated volunteers additional insured status 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, and provided that such deductibles shall not apply to Metro JPA as an additional insured.

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 00 01 covering automobile liability (Coverage Symbol 1, any auto).

(iii) Subject to written approval by Metro JPA, the automobile liability program may utilize deductibles, but not a self-insured retention, provided that such deductibles shall not apply to Metro JPA as an additional insured.

(iv) The policy shall give Metro JPA, the Board and each member of the Board, its officers, employees, agents and Metro JPA designated volunteers additional insureds status.

c. Workers' Compensation/Employer's Liability.

(i) Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and he/she will comply with such provisions before commencing work under this Agreement.

(ii) To the extent Consultant has employees at any time during the term of this Agreement, at all times during the performance of the work under this Agreement, the Consultant shall maintain full compensation insurance for all persons employed directly by him/her to carry out the work contemplated under this Agreement, all in accordance with the "Workers' Compensation and Insurance Act," Division IV of the Labor Code of the State of California and any acts amendatory thereof, and Employer's Liability Coverage in amounts indicated herein. Consultant shall require all subconsultants to obtain and maintain, for the period required by this Agreement, 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 coverage 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.

e. Minimum Policy Limits Required

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

Combined Single Limit

Commercial General Liability

\$1,000,000 per occurrence/

	\$2,000,000 aggregate for bodily injury, personal injury, and property damage
Automobile Liability	\$1,000,000 per occurrence for bodily injury and property damage
Workers' Compensation	Statutory
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, with the exception of the professional liability policy.

(iii) Requirement of specific coverage or minimum limits contained in this section are not intended as a limitation on coverage, limits or any other requirement, or a waiver of any coverage normally provided by any insurance. Any available coverage shall be provided to the parties required to be named as Additional Insured 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 00 01 (or insurer's equivalent) signed by the insurer's representative and Certificate of Insurance (Acord Form 25-S or equivalent), together with all required endorsements. All evidence of insurance shall be signed by a properly authorized officer, agent, or qualified representative of the insurer and shall certify the names of the insured, any additional 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) Consultant shall provide Metro JPA at least thirty (30) days prior written notice of cancellation of any policy required by this Agreement, except that the Consultant shall provide at least ten (10) days prior written notice of cancellation of any such policy due to non-payment of premium. If any of the required coverage is cancelled or expires during the term of this Agreement, the Consultant shall deliver renewal certificate(s), including the General Liability Additional Insured Endorsement, to Metro JPA at least ten (10) days prior to the effective date of cancellation or expiration.

(ii) The Commercial General Liability Policy and Automobile Liability Policy shall contain a provision stating that the Consultant's policies are primary insurance and that any insurance, self-insurance or other coverage maintained by Metro JPA or any named insureds shall not be called upon to contribute to any loss.

(iii) The retroactive date (if any) of each policy is to be no later than the effective date of this Agreement. Consultant shall maintain such coverage continuously for a period of at least three years after the completion of the work under this Agreement. Consultant shall purchase a one (1) year extended reporting period A) if the retroactive date is advanced past the effective date of this Agreement; B) if the policy is cancelled or not renewed; or C) if the policy is replaced by another claims-made policy with a retroactive date subsequent to the effective date of this Agreement.

(iv) All required insurance coverages, except for the professional liability coverage, shall contain or be endorsed to waiver of subrogation in favor of 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. Consultant hereby waives its own right of recovery against Metro JPA, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

(v) The limits set forth herein shall apply separately to each insured against whom claims are made or suits are brought, except with respect to the limits of liability. Further the limits set forth herein shall not be construed to relieve the Consultant from liability in excess of such coverage, nor shall it limit the Consultant's indemnification obligations to Metro JPA and shall not preclude Metro JPA from taking such other actions available to Metro JPA under other provisions of the Agreement or law.

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) Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and admitted to transact in the business of insurance in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

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 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.

(ii) If at any time during the life of the Agreement, any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, Metro JPA has the right but not the duty to obtain the insurance it

deems necessary, and Metro JPA may cancel this Agreement if Consultant fails to comply with these specifications or cancels required insurance policies and fails to replace them.

(iii) Metro JPA may require the Consultant to provide complete copies of all relevant certificates of insurance and endorsements for the insurance policies in effect for the duration of the Project.

(iv) Neither Metro JPA nor any of its officials, officers, employees, agents or volunteers shall be personally responsible for any liability arising under or by virtue of this Agreement.

j. Subconsultant Insurance Requirements. Consultant shall not allow any subcontractors or subconsultants to commence work on any subcontract until they have provided evidence satisfactory to Metro JPA that they have secured all insurance required under this section. Policies of commercial general liability insurance provided by such subcontractors or subconsultants shall be endorsed to name Metro JPA as an additional insured using ISO form CG 20 38 04 13 or an endorsement providing the exact same coverage. If requested by Consultant, Metro JPA may approve different scopes or minimum limits of insurance for particular subcontractors or subconsultants.

13. Indemnification.

To the fullest extent permitted by law, Consultant shall defend (with counsel of Metro JPA's choosing), indemnify and hold Metro JPA, its Board, members of the Board, employees, and authorized volunteers free and harmless from any and all claims, demands, causes of action, suits, actions, proceedings, costs, expenses, liability, judgments, awards, decrees, settlements, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of the negligent acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's services, the Project or this Agreement, including reasonable expert witness fees, reasonable attorneys' fees and other reasonable related costs and expenses. Notwithstanding the foregoing, to the extent Consultant's services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to Claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Metro JPA, its Board, members of the Board, employees, or authorized volunteers.

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.

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. This 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. Documents.

Except as otherwise provided in Section 16, above, all original field notes, written reports, Drawings and Specifications and other documents, produced or developed for the Project shall, upon payment in full for the services described in this Agreement, be furnished to and become the property of Metro JPA.

18. Organization.

Consultant shall assign Carmen Kasner as Project Manager. The Project Manager shall not be removed from the Project or reassigned without the prior written consent of Metro JPA.

19. 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	NV5, Inc. 15092 Avenue of Science, Suite 200 San Diego, CA 92126 Attn: c/o Carmen Kasner, NV5, Inc.

and shall be effective upon receipt thereof.

20. 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.

21. Severability.

The unenforceability, invalidity or illegality of any provision(s) of this Agreement shall not render the other provisions unenforceable, invalid or illegal.

22. 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.

[SIGNATURES ON FOLLOWING PAGE]

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

METRO WASTEWATER JPA:

NV5 Inc.:

By: _____
Jerry Jones
Chair

By: _____
Carmen Kasner
Regional Managing Director

APPROVED AS TO FORM:

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

Approval of Agreement for Professional Services with NV5 as to form.

EXHIBIT “A”

Scope of Services

The purpose of the As-Needed Engineering Consulting Contract for the Metro Wastewater JPA is to provide technical support to the Participating Agencies (“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~~we will strive to increase the responsiveness of the group to key issues of concern, ~~ensure~~assure coverage at key meetings, centralize ~~the~~ data collection, minimize duplication of efforts by the PAs, and reduce ~~the~~ costs of ~~both~~ Metro TAC/JPA efforts, as well as the overall costs of the Metro System Program.

I. Scope of Services

The effort by NV5 will be divided into two major categories, one for routine services and one for Metro TAC engineering support. This will be provided 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 Services

The routine services could include the following tasks:

1. Attendance at the Metro TAC meetings
2. Attendance at Metro JPA meetings
3. Independent cost review of Pure Water Program CIP
4. Provide additional technical support on specific projects as directed by the Metro TAC, Finance Committee, and/or Metro JPA Chairman

- B. Metro TAC Engineering Support – This task includes engineering technical support as requested by Metro TAC and the Metro 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~~Services will also include representing the Metro 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 Metro JPA to facilitate the secondary equivalency alternative, Pure Water Program, ~~ete~~.

EXHIBIT "A" (cont.)

Scope of Services

II. Additional Services As Requested

- A. Assistance with public outreach and communication.
- B. ~~A.~~ Review of ongoing background material not envisioned.
- C. ~~B. Prepare~~Preparation for and ~~attend~~attendance at additional meetings beyond what is included in Section I.
- D. ~~C.~~ Attendance at IROC in support of the Metro JPA representatives.
- E. ~~D. Provide additional~~Additional follow-up on ~~the additional~~identified items ~~identified.~~
- F. ~~E. Provide technical~~Technical support, as requested, to fulfill other Metro JPA objectives.

EXHIBIT “A-1”

Additional Social Media Services

I. Additional Social Media Services

NV5’s primary role during the first month of service will be to determine the key issues, keywords and items to track in our Meltwater system. The second month will be used to conduct a cursory media audit and develop the tracking, review and reporting plan. Upon approval, our media relations specialist will monitor social media by reviewing weekly Meltwater reports, and then consolidating for a designated representative of the Metro JPA to provide recommended action.

II. Optional Additional Social Media Services

In the event requested by Metro JPA, NV5 will also provide key message development, draft responses and more robust social media management services which could be added at any time along with training on traditional social media management which could also be added at any time, along with training on traditional and social media for Metro members engaging with news organizations, community leaders and the public through multiple news and information platforms. This, however is not anticipated in this scope of work.

EXHIBIT "B"

Schedule of Charges for Services

Services shall be provided on a time and materials basis at the direction and request of the Metro JPA/ Metro TAC appointed representative. The hourly rate for Scott Tulloch will be \$150.00. Consultant shall notify the Metro JPA when it has reached 80% of the total compensation under the Agreement to allow adequate time to obtain further approvals if needed.

The following rate sheet sets out ~~Consultants~~ Consultant's standard rates should the need arise for other engineering or technical support, which shall only be provided if requested and approved by Metro JPA.

2018 Charge Rate Schedule: Southern California

OFFICE:

Technical Services

Engineering Aide/Planning Aide _____	\$70.00/hour
Project Assistant _____	\$96.00/hour
Project Administrator _____	\$120.00/hour
CADD Technician I _____	\$105.00/hour
CADD Technician II _____	\$130.00/hour
CADD Technician III _____	\$136.00/hour
Senior CADD Technician/Designer _____	\$145.00/hour
Design Supervisor _____	\$170.00/hour
Plan Check Services _____	\$150.00/hour
Conditions of Approval Development _____	\$170.00/hour

Professional

Junior Engineer/Planner/Surveyor _____	\$125.00/hour
Assistant Engineer/Planner/Surveyor _____	\$145.00/hour
Associate Engineer/Planner/Surveyor _____	\$165.00/hour
Senior Engineer/Planner/Surveyor _____	\$176.00/hour
Manager _____	\$190.00/hour
Structural Engineer _____	\$176.00/hour
Associate _____	\$195.00/hour
Principal _____	\$200.00/hour

EXPENSES:

Plotting and In-House Reproduction _____	1.10 x Cost
Subsistence _____	1.10 x Cost
Other Expenses - Including Subconsultants & Purchased Services through Subcontracts _____	1.10 x Cost
Mileage - Outside Local Area _____	Per Accepted IRS Rate

Rates will be effective through 12/31/2018 and will increase by 3% each subsequent year of the contract.

EXHIBIT “B-1”

Schedule of Charges for Additional Social Media Services

Fees for Additional Social Media Services listed in Exhibit A-1, Section I:

Social Media Monitoring - \$500/month

Meltwater - \$50/month

Fees for Optional Social Media Services listed in Exhibit A-1, Section II:

Gabriela Dow - \$136/hour

Rebecca Cole - \$136/hour

Teresa Leader-Anderson - \$101/hour

Meltwater - \$50/month

EXHIBIT “C”

Insurance Certificates

Insurance documentation is included on the following pages.

Summary report: Litéra® Change-Pro 7.5.0.135 Document comparison done on 5/10/2018 11:28:23 AM	
Style name: Default Style	
Intelligent Table Comparison: Active	
Original DMS: iw://iManage/iManage/29781068/1	
Modified DMS: iw://iManage/iManage/31049113/1	
Changes:	
Add	22
Delete	25
Move From	0
Move To	0
Table Insert	0
Table Delete	0
Table moves to	0
Table moves from	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Format changes	0
Total Changes:	47

Attachment 11

i. FY 2019 Scope of
Work for City of LG
Consultant Wilson
Engineering

ii. Reimbursement
Agmt. With City of LG
for Eng. Supt. Svs.
with Wilson
Engineering

**Scope of Work to be Performed by Dexter Wilson Engineering, Inc. for the DISTRICT
FY 2018-19**

Dexter Wilson Engineering, Inc. will perform the following tasks for the DISTRICT which will thereafter be reimbursed by Metro JPA:

1. Attend and prepare for subcommittee meetings as directed by TAC or JPA Chairperson.
2. Attend and prepare for other meetings as directed by TAC or JPA Chairperson.
3. Prepare cost estimates, cost sharing material, scope of works or other material as directed by TAC Chairperson.
4. Review pure water reports, plans and specifications and provide comments as directed by TAC Chairperson.
5. Assist with preparation of amendment to Wastewater Disposal Agreement.

Schedule of Charges – FY 2018-19

Work completed under this contract will be billed on a monthly basis. Fees will be calculated on an hourly rate basis by multiplying the actual hours worked on the job in each classification by the rates in the schedule below. These rates are subject to change in January of each year. All direct costs will be billed outside the proposed cost ceiling at cost plus 10 percent. Consultant invoices will be billed inside the cost ceiling at cost plus 5 percent.

Summary of Hours by Task:

Task 1 — Estimated 10 hours per month.

Task 5 — 50 hours total.

Task 2 — Estimated 5 hours per month.

Task 3 — Estimated 5 hour per month.

Task 4 — Estimated 10 hours per month.

Task	Professional	Technical	Clerical	Total
1	120	0	0	120
2	60	0	0	60
3	60	0	30	90
4	120	0	0	120
5	50	0	0	50
TOTAL	410	0	30	440

Summary of Costs by Task

	Task Cost
1	25,200
2	12,600
3	14,550
4	25,200
5	10,500
TOTAL	\$88,050

**SECOND AMENDMENT TO REIMBURSEMENT AGREEMENT BETWEEN THE
METRO WASTEWATER JOINT POWERS AUTHORITY AND THE
LEMON GROVE SANITATION DISTRICT**

THIS SECOND AMENDMENT (this “Amendment”) is entered into this ____ day of _____, 2018, by and between the METRO WASTEWATER JOINT POWERS AUTHORITY, (hereinafter “Metro JPA”), a joint powers authority organized and operating pursuant to California Government Code section 6500 *et seq.*, and the LEMON GROVE SANITATION DISTRICT (hereinafter the “Lemon Grove”), a member agency of the joint powers authority. Metro JPA and Lemon Grove are sometimes individually referred to herein as the “Party” and collectively as the “Parties.”

RECITALS

WHEREAS, the Parties entered into that certain Reimbursement Agreement Between the Metro Wastewater Joint Powers Authority and the Lemon Grove Sanitation District dated August 16, 2017 (the “Agreement”); and

WHEREAS, pursuant to the Agreement, Lemon Grove provides Engineering Services to Metro JPA through Lemon Grove’s consultant, Dexter Wilson Engineering, Inc. (“Consultant”), and Metro JPA reimburses Lemon Grove for Consultant’s services; and

WHEREAS, the Parties previously amended the Agreement on _____, 2018 for the purpose of increasing the maximum reimbursement amount payable to Lemon Grove for Consultant’s services for the period ending June 30, 2018; and

WHEREAS, the Parties now desire to further amend the Agreement to extend the term of the Agreement, to set the maximum reimbursement amount payable to Lemon Grove for the period of July 1, 2018 to June 30, 2019, and for other purposes as set forth below.

NOW, THEREFORE, it is agreed by and between the parties as follows:

1. Recitals. The Recitals set forth above are true and correct and are incorporated into the body of this Amendment as though expressly set forth herein.

2. Amendments.

a. Section 2 of the Agreement is amended to set the not-to-exceed amount payable by Metro JPA to Lemon Grove for Consultant’s services at \$88,050, which shall apply to the period from July 1, 2018 to June 30, 2019.

b. Section 3 of the Agreement is amended to delete the termination date of June 30, 2018, and replace it with the termination date of June 30, 2019.

3. Exhibits "A" and "B." Exhibits "A" and "B" of the Agreement, as previously amended, are replaced to read as shown in the attached Exhibit "A" and "B," which are incorporated into this Amendment.

4. Effect of Amendment. Except as expressly set forth in this Amendment, all other sections, provisions, exhibits and commitments of the Agreement remain unchanged and in full force and effect.

5. Counterparts. This Amendment may be executed in one or more counterparts, including facsimile counterparts, each of which shall, for all purposes, be deemed an original and all such counterparts, taken together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have executed this Second Amendment to the Reimbursement Agreement Between the Metro Wastewater Joint Powers Authority and the Lemon Grove Sanitation District as of the date first set forth above.

METRO WASTEWATER JPA

LEMON GROVE SANITATION DISTRICT

By: _____
James Peasley, Vice-Chair

By: _____
Lydia Romero, Executive Director

By: _____
Dexter Wilson, Consultant

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: _____
Paula C. P. de Sousa Mills
General Counsel
Metro Wastewater JPA

By: _____
James P. Lough
General Counsel
Lemon Grove Sanitation District

EXHIBIT A

Scope of Work to be Performed by Dexter Wilson Engineering, Inc. for the DISTRICT

FY 2018-19

Dexter Wilson Engineering, Inc. will perform the following tasks for the DISTRICT which will thereafter be reimbursed by Metro JPA:

1. Attend and prepare for subcommittee meetings as directed by TAC or JPA Chairperson.
2. Attend and prepare for other meetings as directed by TAC or JPA Chairperson.
3. Prepare cost estimates, cost sharing material, scope of works or other material as directed by TAC Chairperson.
4. Review pure water reports, plans and specifications and provide comments as directed by TAC Chairperson.
5. Assist with preparation of amendment to Wastewater Disposal Agreement.

EXHIBIT B

Schedule of Charges – FY 2018-19

Work completed under this contract will be billed on a monthly basis. Fees will be calculated on an hourly rate basis by multiplying the actual hours worked on the job in each classification by the rates in the schedule below. These rates are subject to change in January of each year. All direct costs will be billed outside the proposed cost ceiling at cost plus 10 percent. Consultant invoices will be billed inside the cost ceiling at cost plus 5 percent.

Summary of Hours by Task:

Task 1— Estimated 10 hours per month.

Task 5 — 50 hours total.

Task 2 — Estimated 5 hours per month.

Task 3 — Estimated 5 hour per month.

Task 4 — Estimated 10 hours per month.

Task	Professional	Technical	Clerical	Total
1	120	0	0	120
2	60	0	0	60
3	60	0	30	90
4	120	0	0	120
5	50	0	0	50
TOTAL	410	0	30	440

Summary of Costs by Task

	Task Cost
1	25,200
2	12,600
3	14,550
4	25,200
5	10,500
TOTAL	\$88,050

Attachment 13
FY 2019 Metro
Wastewater JPA
Budget



Metro Wastewater Joint Powers Authority
Proposed Budget & Agency Allocations
Fiscal Year 2019

**METRO WASTEWATER JPA
PROPOSED BUDGET - FY '19**

	FY '18					FY '19		
	Actual Through 3/31/18	Forecast Through 6/30/18	Approved Annual Budget	Forecast over /(under) Budget		Proposed Budget	Difference from FY '18 Forecast	Difference from FY '18 Budget
				\$	%			
Income								
Membership Dues	\$ 294,825	\$ 393,100	\$ 393,040	\$ 60	100%	\$ 415,340	\$ 22,240	\$ 22,300
Interest Income	53	71	60	(11)	118%	60	(11)	-
Total Income	\$ 294,878	\$ 393,171	\$ 393,100	\$ 49	100%	\$ 415,400	\$ 22,229	\$ 22,300
Expense								
Administrative Assistant-LP	\$ 525	\$ 7,000	\$ 8,000	\$ (1,000)	88%	\$ 8,400	\$ 1,400	\$ 400
Bank Charges	-	-	200	(200)	0%	200	200	-
Contingency	-	-	50,000	(50,000)		-	-	(50,000)
Dues & Subscriptions	-	600	600	-	100%	600	-	-
Financial Services								
Audit Fees	-	10,000	-	10,000		12,000	2,000	12,000
Treasury Services-Padre	13,881	19,000	19,000	-	100%	21,000	2,000	2,000
JPA/TAC meeting expenses	2,591	3,455	5,000	(1,545)	69%	5,000	1,545	-
Miscellaneous	-	-	250	(250)	0%	250	250	-
Per Diem - Board	8,850	15,000	18,000	(3,000)	83%	18,000	3,000	-
Printing, Postage, Supplies	366	250	500	(250)	50%	500	250	-
Professional Services								
Engineering - NV5	21,748	40,000	75,000	(35,000)		50,000	10,000	(25,000)
Engineering - Dexter Wilson ⁽¹⁾	61,418	88,050	77,550	10,500		88,050	-	10,500
Financial - The Keze Group	42,560	64,000	75,200	(11,200)	85%	77,600	13,600	2,400
Legal - BB&K	61,353	130,000	60,000	70,000	217%	130,000	-	70,000
Telephone	341	1,200	1,400	(200)	86%	1,400	200	-
Website Maintenance & Hosting	1,800	2,400	2,400	-	100%	2,400	-	-
Total Expense	\$ 215,433	\$ 380,955	\$ 393,100	\$ (12,145)	97%	\$ 415,400	\$ 34,445	\$ 22,300
Net Income (Loss)	\$ 79,445	\$ 12,216	\$ -	\$ 12,195		\$ -	\$ (12,216)	\$ -

(1) Paid via reimbursement agreement with City of Lemon Grove

FY '19 RESERVE REQUIREMENT	
4 Months Operating Expenses	\$ 138,467
Fund Balance at 3/31/18	\$ 213,009
Projected Net Income FY '18	12,216
Projected Fund Balance at 6/30/18	225,225
Budgeted Net Income FY '19	-
Projected Fund Balance @ 6/30/19	225,225
Amount over Required Reserve	\$ 86,758

**METRO WASTEWATER JPA
PROPOSED AGENCY BILLINGS FY '19**

	FY '18		Proposed - FY '19		
	JPA Cost Distribution %	Total Agency Billings	JPA Cost Distribution %	Total Agency Billings	Increase from Prior Year
Chula Vista	30.73%	\$ 120,806	29.73%	\$ 123,463	\$ 2,657
Coronado	4.58%	17,998	4.31%	17,886	(112)
County of SD *	15.71%	61,737	16.44%	68,291	6,554
Del Mar	0.06%	229	0.06%	236	7
El Cajon	14.26%	56,037	14.37%	59,696	3,659
Imperial Beach	3.82%	14,997	3.57%	14,815	(182)
La Mesa	7.59%	29,832	7.72%	32,055	2,223
Lemon Grove	3.97%	15,622	3.89%	16,172	550
National City	7.03%	27,638	7.13%	29,618	1,980
Otay Water District	0.84%	3,312	0.83%	3,437	125
Padre Dam MWD	6.74%	26,515	7.23%	30,047	3,532
Poway	4.67%	18,377	4.72%	19,624	1,247
Total	100.00%	\$ 393,100	100.00%	\$ 415,340	\$ 22,240
<i>Total Required from Budget</i>		\$ 393,100		\$ 415,340	

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

Attachment 14
Amdt. to Increase
Work in FY
2017-2018
City of LG Consultant
Wilson Engineering
for Eng. Supt. Svs

**FIRST AMENDMENT TO REIMBURSEMENT AGREEMENT BETWEEN THE
METRO WASTEWATER JOINT POWERS AUTHORITY AND THE
LEMON GROVE SANITATION DISTRICT**

THIS FIRST AMENDMENT (this “Amendment”) is entered into this ____ day of _____, 2018, by and between the METRO WASTEWATER JOINT POWERS AUTHORITY, (hereinafter “Metro JPA”), a joint powers authority organized and operating pursuant to California Government Code section 6500 *et seq.*, and the LEMON GROVE SANITATION DISTRICT (hereinafter the “Lemon Grove”), a member agency of the joint powers authority. Metro JPA and Lemon Grove are sometimes individually referred to herein as the “Party” and collectively as the “Parties.”

RECITALS

WHEREAS, the Parties entered into that certain Reimbursement Agreement Between the Metro Wastewater Joint Powers Authority and the Lemon Grove Sanitation District dated August 16, 2017 (the “Agreement”); and

WHEREAS, pursuant to the Agreement, Lemon Grove provides Engineering Services to Metro JPA through Lemon Grove’s consultant, Dexter Wilson Engineering, Inc. (“Consultant”), and Metro JPA reimburses Lemon Grove for Consultant’s services; and

WHEREAS, the parties desire to amend the Agreement to increase the maximum reimbursement amount payable to Lemon Grove for Consultant’s services, and for other purposes as set forth below.

NOW, THEREFORE, it is agreed by and between the parties as follows:

1. Recitals. The Recitals set forth above are true and correct and are incorporated into the body of this Amendment as though expressly set forth herein.
2. Amendment of Section 2. Section 2 of the Agreement is amended to increase the not-to-exceed amount payable by Metro JPA to Lemon Grove for Consultant’s services to \$88,050.
3. Exhibits “A” and “B.” Exhibits “A” and “B” of the Agreement are replaced to read as shown in the attached Exhibits “A” and “B,” which are incorporated into this Amendment.
4. Effect of Amendment. Except as expressly set forth in this Amendment, all other sections, provisions, exhibits and commitments of the Agreement remain unchanged and in full force and effect.
5. Counterparts. This Amendment may be executed in one or more counterparts, including facsimile counterparts, each of which shall, for all purposes, be deemed an original and all such counterparts, taken together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have executed this First Amendment to the Reimbursement Agreement Between the Metro Wastewater Joint Powers Authority and the Lemon Grove Sanitation District as of the date first set forth above.

METRO WASTEWATER JPA

LEMON GROVE SANITATION DISTRICT

By: _____
James Peasley, Vice-Chair

By: _____
Lydia Romero, Executive Director

By: _____
Dexter Wilson, Consultant

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: _____
Paula C. P. de Sousa Mills
General Counsel
Metro Wastewater JPA

By: _____
James P. Lough
General Counsel
Lemon Grove Sanitation District

EXHIBIT A

Scope of Work to be Performed by Dexter Wilson Engineering, Inc. for the DISTRICT

FY 2017-18

Dexter Wilson Engineering, Inc. will perform the following tasks for the DISTRICT which will thereafter be reimbursed by Metro JPA:

1. Attend and prepare for subcommittee meetings as directed by TAC or JPA Chairperson.
2. Attend and prepare for other meetings as directed by TAC or JPA Chairperson.
3. Prepare cost estimates, cost sharing material, scope of works or other material as directed by TAC Chairperson.
4. Review pure water reports, plans and specifications and provide comments as directed by TAC Chairperson.
5. Assist with preparation of amendment to Wastewater Disposal Agreement.

EXHIBIT B

Schedule of Charges – FY 2017-18

Work completed under this contract will be billed on a monthly basis. Fees will be calculated on an hourly rate basis by multiplying the actual hours worked on the job in each classification by the rates in the schedule below. These rates are subject to change in January of each year. All direct costs will be billed outside the proposed cost ceiling at cost plus 10 percent. Consultant invoices will be billed inside the cost ceiling at cost plus 5 percent.

Summary of Hours by Task:

Task 1 — Estimated 10 hours per month. Task 5 — 50 hours total.

Task 2 — Estimated 5 hours per month.

Task 3 — Estimated 5 hour per month.

Task 4 — Estimated 10 hours per month.

Task	Professional	Technical	Clerical	Total
1	120	0	0	120
2	60	0	0	60
3	60	0	30	90
4	120	0	0	120
5	50	0	0	50
TOTAL	360	0	30	440

Summary of Costs by Task

	Task Cost
1	25,200
2	12,600
3	14,550
4	25,200
5	10,500
TOTAL	\$88,050