



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

AGENDA

**Thursday, May 2, 2019
12:00 p.m.**

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

"The Metro JPA's mission is to create an equitable partnership with the San Diego City Council and Mayor on regional wastewater issues. Through stakeholder collaboration, open dialogue, and data analysis, the partnership seeks to ensure fair rates for participating agencies, concern for the environment, and regionally balanced decisions."

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

Documentation
Included

1. ROLL CALL

2. PLEDGE OF ALLEGIANCE TO THE FLAG

3. PUBLIC COMMENT

Persons speaking during Public Comment may address the Metro Commission/ Metro Wastewater JPA on any subject matter within the jurisdiction of the Metro Commission and/or Metro Wastewater JPA that is not listed as an agenda item. Comments are limited to three (3) minutes. Please complete a Speaker Slip and submit it prior to the start of the meeting.

X 4. **ACTION** – CONSIDERATION AND POSSIBLE ACTION TO APPROVE THE MINUTES OF THE REGULAR MEETING OF [April 4, 2019](#) (**Attachment**)

May 2, 2019

Metro Commission/Metro
Wastewater JPA Regular
Meeting Agenda

5. **FINANCE COMMITTEE:**

- X a. **ACTION:** CONSIDERATION AND POSSIBLE ACTION TO DEVELOP A METRO JPA STRATEGIC PLAN AND CREATE AN AD HOC COMMITTEE TO PROVIDE STRATEGIC PLAN INPUT (John Mullin, Eric Minicilli/Karyn Keese) (**Attachment**)

- X b. **ACTION:** CONSIDERATION AND POSSIBLE ACTION TO APPROVE AMENDMENT TO REIMBURSEMENT AGREEMENT WITH LEMON GROVE SANITATION DISTRICT TO INCREASE WORK IN FY 2018-2019 IN THE AMOUNT OF \$19,800 (WITH A CORRESPONDING REVISION TO EXHIBITS A AND B) FOR ENGINEERING SUPPORT SERVICES PROVIDED BY DEXTER WILSON ENGINEERING, INCLUDING AUTHORIZATION OF THE CHAIR OR DESIGNEE TO EXECUTE THE AMENDMENT (John Mullin, Eric Minicilli/Karyn Keese) (**Attachment**)

- c. **ACTION:** REVIEW AND CONSIDERATION AND POSSIBLE ACTION TO APPROVE THE FY 2020 METRO WASTEWATER JPA BUDGET AND VARIOUS SERVICES AGREEMENTS (Finance Committee Chairman John Mullin)

All items may be discussed by the JPA together or separately. Action may be taken on all items as part of one motion or as separate individual actions in the order listed below.

- X i. **ACTION:** CONSIDERATION AND POSSIBLE ACTION TO APPROVE THE FY 2020 METRO WASTEWATER JPA BUDGET (Karen Jassoy/Karyn Keese) (**Attachment**)

- X ii. **ACTION:** CONSIDERATION AND POSSIBLE ACTION TO APPROVE THE AMENDMENT TO THE TREASURERS CONTRACT WITH PADRE DAM MUNICIPAL WATER DISTRICT FOR FY 2020 (Eric Minicilli/Karyn Keese) (**Attachment**)

- X iii. **ACTION:** CONSIDERATION AND POSSIBLE ACTION TO APPROVE THE FY 2020 CONTRACT WITH THE KEZE GROUP, LLC FOR FINANCIAL MANAGEMENT SERVICES (Eric Minicilli) (**Attachment**)

- X iv. **ACTION:** CONSIDERATION AND POSSIBLE ACTION TO APPROVE THE FY 2020 NV5 CONTRACT FOR ENGINEERING SERVICES (Eric Minicilli/Karyn Keese) (**Attachment**)

- X v. **ACTION:** CONSIDERATION AND POSSIBLE ACTION TO APPROVE THE FY 2020 CONTRACT WITH WILSON ENGINEERING FOR ENGINEERING SERVICES IN SUBSTANTIALLY THE FORM ATTACHED HERETO (Eric Minicilli/Karyn Keese) (**Attachment**)

- X vi. **ACTION:** CONSIDERATION AND POSSIBLE ACTION TO APPROVE THE PROCOPIO LETTER OF ENGAGEMENT AND FY 2020 BUDGET (Eric Minicilli/Karyn Keese) (**Attachment**)
- X vii. **ACTION:** CONSIDERATION AND POSSIBLE ACTION TO APPROVE THE HIRING OF THE GAVARES GROUP TO PROVIDE STRATEGIC PLAN SERVICES AND AUTHORIZE THE CHAIR TO EXECUTE A SERVICES AGREEMENT NOT TO EXCEED \$14,000 (Eric Minicilli/Karyn Keese) (**Attachment**)
- X 6. METRO TAC UPDATE/REPORT (Standing Item) (**Attachment**) (Roberto Yano)
7. CITY OF SAN DIEGO SECONDARY EQUIVALENCY LEGISLATION (Standing Item) (John Helminski)
8. PURE WATER PROGRAM UPDATE (Standing Item) (John Helminski)
9. IROC UPDATE (Standing Item) (Jerry Jones)
10. PURE WATER AD HOC COMMITTEE UPDATE (Standing Item) (Jerry Jones)
11. FINANCE COMMITTEE (Standing Item) (John Mullin)
12. REPORT OF GENERAL COUNSEL (Standing Item) (Paula de Sousa Mills)
13. PROPOSED AGENDA ITEMS FOR THE NEXT METRO COMMISSION/METRO WASTEWATER JPA MEETING **June 6, 2019**
14. METRO COMMISSIONERS' AND JPA BOARD MEMBERS' COMMENTS
15. ADJOURNMENT OF METRO COMMISSION AND METRO WASTEWATER JPA

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

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

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

The Metro Commission/Metro Wastewater JPA requests individuals who require alternative agenda format or special accommodations to access, attend, and/or participate in the Metro

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

Metro JPA 2019 Meeting Schedule

January 3, 2019	February 7, 2019	March 7, 2019
April 4, 2019	May 2, 2019	June 6, 2019
July 4, 2019	August 1, 2019	September 5, 2019
October 3, 2019	November 7, 2019	December 5, 2019

Attachment 4

Draft Minutes of
April 4, 2019



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

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

**April 4, 2019
DRAFT Minutes**

Chairman Jones called the meeting to order at 12:05 p.m. A quorum of the Metro Wastewater JPA and Metro Commission was declared, and the following representatives were present:

1. ROLL CALL

<u>Agencies</u>	<u>Representatives</u>	<u>Alternate</u>
City of Chula Vista	Steve Padilla	X
City of Coronado	Whitney Benzian	X
City of Del Mar	Sherryl Parks	X
City of El Cajon	Gary Kendrick	X
City of Imperial Beach	Ed Spriggs	X
City of La Mesa	Bill Baber	X
Lemon Grove San District	Jerry Jones	X
City of National City	Ron Morrison	X
City of Poway	John Mullin	X
County of San Diego	Dianne Jacob	X
Otay Water District	Mark Robak	X
Padre Dam MWD	Jim Peasley	X
Metro TAC Chair	Roberto Yano	X

Others present: Metro JPA General Counsel Paula de Sousa Mills - BBK Law; Metro JPA Secretary Lori Anne Peoples; Beth Gentry – City of Chula Vista; Ed Walton – City of Coronado; Joe Bride – City of Del Mar; Dennis Davies – City of El Cajon; Eric Minicilli – City of Imperial Beach; Hamed Hashemain – City of La Mesa; Mike James and Dexter Wilson – Lemon Grove Sanitation District; Roberto Yano – City of National City; Bob Kennedy – Otay Water District; Mark Niemiec and Karen Jassoy – Padre Dam Municipal Water District; Rudy Guzman – City of Poway; John Helminski, Tom Rosales, Charles Modica, Charlotte Strong Williams, Raina Amen and Edgar Patino - City of San Diego Public Utilities; Tom Zeleny – Chief Deputy City Attorney, City of San Diego; Dan Brogadir – County of San Diego; Scott Tulloch – NV5 and Doug Owen - Stantec

2. PLEDGE OF ALLEGIANCE TO THE FLAG

Vice Chair Peasley, Padre Dam Municipal Water District led the pledge.

3. PUBLIC COMMENT

None

Chair Jones welcomed Eric Minicilli, Vice Chair of MetroTAC.

4. ACTION: CONSIDERATION AND POSSIBLE ACTION TO APPROVE MINUTES OF THE REGULAR MEETING OF FEBRUARY 7, 2019

ACTION: Motion by Vice Chair Peasley, seconded by Commissioner Spriggs to approve the Minutes. The motion carried unanimously

5. ACTION: CONSIDERATION AND POSSIBLE ACTION TO APPROVE THE METRO WASTEWATER JOINT POWERS AUTHORITY TREASURER'S REPORT FOR SIX MONTHS ENDING DECEMBER 31, 2018

Metro JPA Treasurer Karen Jassoy provided a brief overview of the report.

ACTION: Motion by Vice Chair Peasley, seconded by Commissioner Spriggs, to approve the Treasurer's report. Motion carried unanimously.

6. ACTION: CONSIDERATION AND POSSIBLE ACTION TO APPROVE THE FERRIC CHLORIDE CHEMICAL PURCHASE

Tom Rosales, Acting Director, City of San Diego provided an overview of the staff report.

ACTION: Motion by Vice Chair Peasley, seconded by Commissioner Baber, to approve the purchase. Motion carried unanimously.

7. METRO JPA LEGAL ADVISOR AD HOC SUBCOMMITTEE REPORT

Chair Jones stated that the committee is recommending a candidate to interview and discuss further in closed session.

8. METRO TAC UPDATE/REPORT

MetroTAC Vice Chair Minicilli provided an update on the revised restated agreement noting all agencies had approved it with exception to Padre Dam Municipal Water District and San Diego County. They County has it on their agenda for June. He then stated that the TAC work plan had been updated; and provided a handout from the Keze Group which provided February/March 2019 Finance Projects Updates, noting the two key items being worked on were the Audits of wastewater vs water and the budget process.

9. CITY OF SAN DIEGO SECONDARY EQUIVALENCY LEGISLATION

John Helminski stated he had nothing new to report on the legislation as they are waiting to hear back from Congressman Peters Office.

10. PURE WATER PROGRAM UPDATE

John Helminski provided a quick update noting that they were moving from design to construction on the pure water projects and that the construction packages were moving forward.

11. IROC UPDATE

Chair Jones stated he had not been able to attend the meeting as he was attending a meeting in Coronado.

12. PURE WATER AD HOC COMMITTEE UPDATE

Chair Jones stated he had no report.

13. FINANCE COMMITTEE REPORT

Finance Committee Chair Mullin stated the finance season was starting and the committee will hold their first meeting on Wednesday, April 24th. Commissioners Baber and Spriggs stated they could not attend on the 24th. Consensus was to cancel the Regular meeting on the 24th and hold a Special meeting on the 23rd so they could attend. He also noted that Karyn will be reporting on a regular basis.

14. REPORT OF GENERAL COUNSEL

General Counsel de Sousa Mills stated that a bill, AB 600, if it becomes law, would require all cities, counties and certain special districts to develop accessibility plans develop accessibility plans related to securing safe drinking water, wastewater services, stormwater protection, drainage, and structural fire protection in disadvantaged unincorporated communities. The plans would need to be submitted to LAFCO for approval, and on an annual basis, all cities, counties and special districts would need to prepare a progress report on the prepared plans.

15. PROPOSED AGENDA ITEMS FOR THE NEXT METRO COMMISSION/METRO WASTEWATER SPECIAL JPA MEETING March 7, 2019

There were none.

15. METRO COMMISSIONERS' AND JPA BOARD MEMBERS' COMMENTS

Commissioner Robak requested a report from John Helminski as to when the alternative study would be brought back.

16. CLOSED SESSION

Public Employee Appointment Pursuant to Government Code Section 54957
Title: Special Legal Counsel

General Counsel de Sousa Mills read the title into the record and left the meeting.

The Commission went into Closed Session at 1:03 p.m.

At 2:40, Chair Jones reconvened the meeting and announced that upon motion by Commissioner Padilla, seconded by Commissioner Baber, the Metro JPA voted unanimously to appoint Greg Moser of Procopio as Special Counsel to provided legal advice and oversight on pure water issues.

17. ADJOURNMENT

At 2:45 p.m., there being no further business, Chair Jones declared the meeting adjourned.

Recording Secretary

Attachment 5A

Strategic Plan

2011

METRO JPA Strategic Planning Workshop

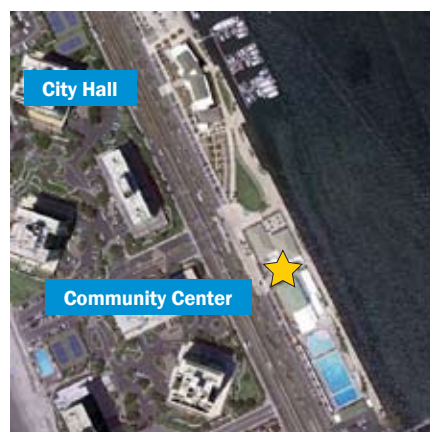
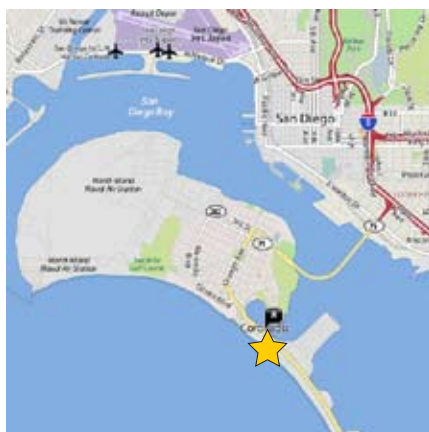
WELCOME to Next Week's Workshop

DATE & TIME

Thursday, May 5, 2011
11:00am - 3:00pm

LOCATION

Coronado Community Center
1845 Strand Way, Coronado



PREPARING for the Workshop

As with other infrastructure -- roads and bridges, water and electricity -- you may find it challenging to muster up a sense of urgency about the METRO sewerage system. The desired outcome of this workshop is to change your mind, and to show you the essential role you will play over the next two years, and the decade ahead.

Workshop Agenda

	11:00
Mike Uhrhammer	Welcome
All	Self Introductions
All	Ice Breaker
All	JPA Board Meeting
	11:15
	Where METRO is Today
Augie Caires, Padre Dam MWD	2009-11 Accomplishments
Scott Huth, City of Coronado	TAC Work Plan Results
Karyn Keese, Atkins Global	Financial Update
	12:00
All	Cinco De Mayo Buffet
	12:15
Mike Uhrhammer	Survey Results
	1:00
	The Next Two Years
All	Table Top Exercise
	2:00
All	Discussion
	2:50
Mike Uhrhammer	Wrap Up
	3:00
	Adjourn

Before the Workshop

Email a little known fact about yourself to Lori Peoples for the ice-breaker activity. Send to LPeoples@ci.chula-vista.ca.us.

Familiarize yourself with the tabletop exercise topic and, if time is available, discuss the topic with your agency's TAC representative.

Workshop Goals

100% participation in pre-survey

100% participation in the workshop

Review pre-survey results

Update on current realities

Validate the mission statement

Validate strategic goals

Validate strategic objectives

Look two years ahead

Look five years ahead

Re-evaluate the Strategic Plan

Clear direction to prepare a 2011-13 Strategic Plan

Create awareness of Strategic Plan

Have fun

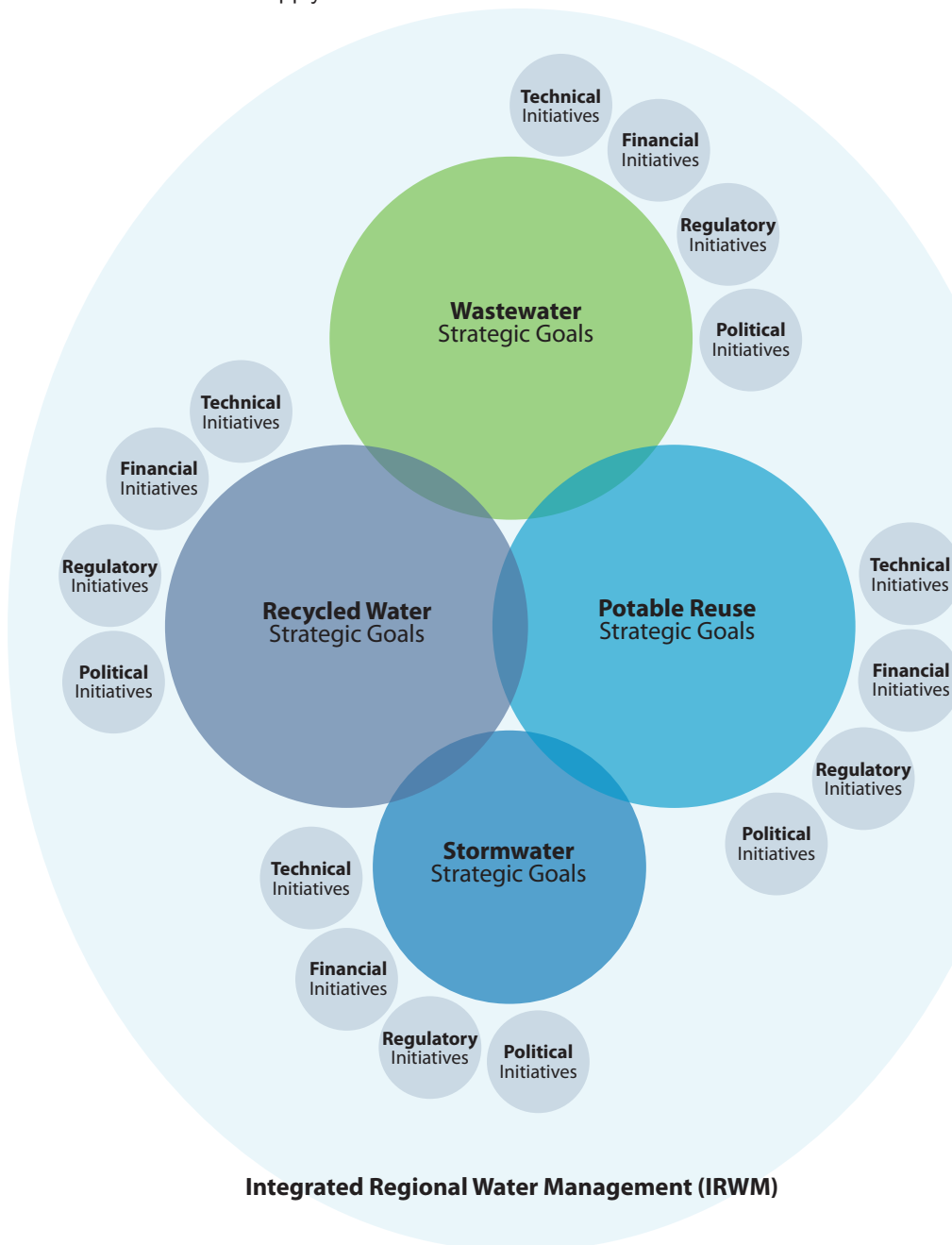
Facilitator

Mike Uhrhammer is the Communications Director at Padre Dam Municipal Water District, which provides water, sewer, recycled water and recreation services for a population of 91,000 in the suburbs east of San Diego.

PREPARING for the Table Top Exercise

Things to Think About

Six indirect potable reuse projects are in various stages of planning, construction and operation in Southern California, two of which are in San Diego County. These projects take highly treated wastewater that would have previously been discharged into the Pacific Ocean and purify it using microfiltration, reverse osmosis, ultraviolet light and hydrogen peroxide. The high quality water that is produced exceeds all state and federal drinking water standards. In San Diego County, this repurification technology is considered essential to providing a reliable future water supply.



Key Questions

What changes when wastewater is also a water resource?

What facilities and systems are needed?

How will this affect the future of the METRO wastewater system and the Point Loma Treatment Plant?

How will costs and revenues be allocated between wastewater agencies and water agencies?

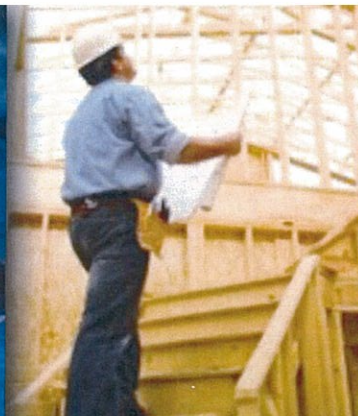
How should governance be organized to facilitate agreements and oversight?

How will this affect the City of San Diego, and METRO JPA member agencies?

Where does the transition to this future start? With the METRO JPA?

At the Workshop

Should San Diego County public agencies invest in increased water reuse? If the answer is yes, what is the most cost effective approach? Each table will discuss and draft a list of key principles, priorities, initiatives and issues to present to the whole group.



METRO Wastewater Joint Powers Authority
2011-2013 Strategic Plan

Adopted April 5, 2012

METRO WASTEWATER JOINT POWERS AUTHORITY / Strategic Planning Process

Chair

Ernest Ewin
City of La Mesa
ernestewin@hotmail.com

Vice Chair

Jerry Jones
Lemon Grove Sanitation District
jjones-LG@pacbell.net

Al Ovrom
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Bill Wells
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Ed Spriggs
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CONTENTS

Where San Diego's Wastewater Goes	5
How the METRO Wastewater System is Governed and Managed	7
Gap Analysis: 2009-2011 METRO JPA Strategic Plan	9
2011-2013 METRO JPA Strategic Plan	17
Goal 1 / Oversight of METRO System Management and Operations	23
Goal 2 / Oversight of the City of San Diego's Water Reuse Planning	24
Goal 3 / Develop Key Partnerships	28
Goal 4 / Develop Customer Relationships	29
Tables	
1 / METRO Wastewater member agencies	5
2 / Regional water resources and responsible parties	19
3 / Statewide and regional projects in the planning stage	20
4 / Key dates	21
Graphics	
1 / Map of METRO Wastewater member agencies	6
2 / METRO Wastewater organizational chart	8
3 / Public opinion in San Diego County	17
4 / Cost per acre foot of water in San Diego County	19
5 / Advanced water treatment process	23
Appendix	
A / San Diego County Wastewater Agencies	
B / Regional Wastewater Disposal Agreement	
C / METRO Wastewater Joint Powers Authority Agreement	
D / 2011 METRO JPA Strategic Planning Survey Results	

A close-up, top-down view of a circular metal drain. The drain has a central coin, likely a penny, which is slightly raised. The drain is surrounded by water, and the metal surface shows some wear and discoloration. The background is a textured, light-colored surface, possibly concrete or stone.

On average,
urban wastewater is 99.4% water.

WHERE SAN DIEGO'S WASTEWATER GOES

In 1960, the population of San Diego County topped 1,000,000, five times the population of 30 years earlier, due primarily to World War II and military build-up. The resulting sanitation issues were severe. In the mid-1950s, the San Diego County Department of Public Health ordered a moratorium on homebuilding in inland communities until septic tanks were replaced by sewer systems. By 1960, the discharge of untreated sewage by cities, industry and the military caused the continuous quarantine of San Diego Bay and heavy pollution in Mission Bay.

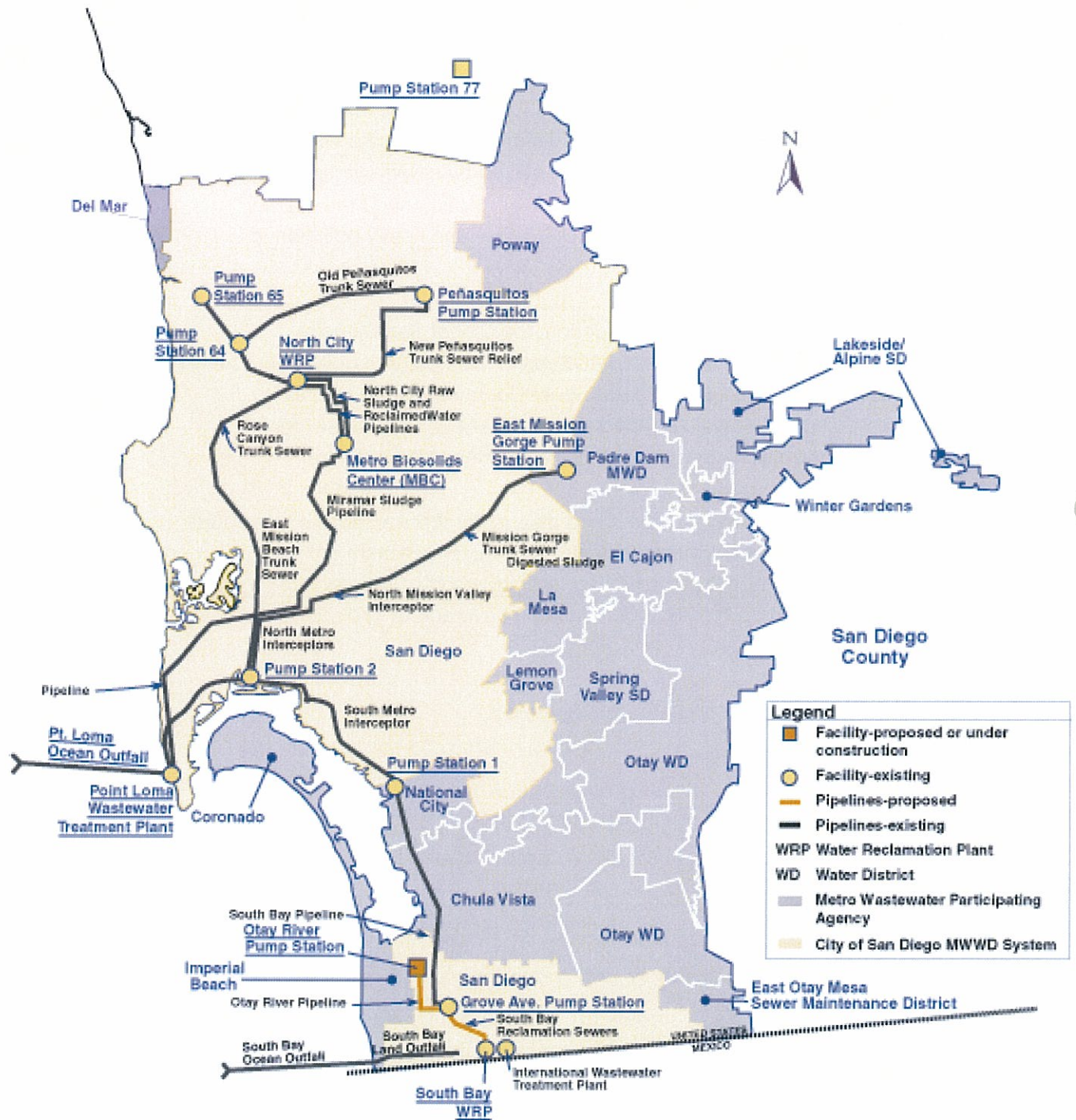
In 1963, following three years of construction, the City of San Diego's Metropolitan Wastewater System (METROSystem) was put into operation. The system collected wastewater from eight South County and East County communities and the U.S. Navy, treated it at the Point Loma Wastewater Treatment Plant, and discharged it into the ocean three miles offshore.

Today, 27 wastewater agencies collect and dispose of the wastewater generated by San Diego County's 3.5 million residents. The METRO System collects wastewater generated by 13 of those agencies and serves 2.2 million of those residents over a 450 square mile area, treating an average of 180 million gallons of wastewater per day.

Table 1 / Today's METRO Wastewater Agencies

Cities	Special Districts
Chula Vista	Otay Water District
Coronado	Padre Dam Water District
Del Mar	San Diego County Sanitation District
El Cajon	
Imperial Beach	
La Mesa	
Lemon Grove	
National City	
Poway	
San Diego	

Graphic 1 / Map Showing METRO System Member Agencies (Purple Area)






HOW THE METRO WASTEWATER SYSTEM IS GOVERNED AND MANAGED

The METRO System is governed and managed by a coalition of participating cities and special districts pursuant to the *Regional Wastewater Disposal Agreement* signed in 1998 by the City of San Diego and 12 other jurisdictions called the “Participating Agencies” (See Appendix A). Pursuant to the agreement, the Participating Agencies pay their share of the METRO System’s operations and maintenance costs -- approximately 35 percent -- based on the wastewater flow from each agency’s jurisdiction.

The agreement established the METRO Commission as an advisory body for the City of San Diego and charged the commission with advising the San Diego City Council on matters affecting the METRO system. To that end, the position of the majority of the METRO Commission members must be presented to the City Council. Other than these duties, the commission has no legal powers.



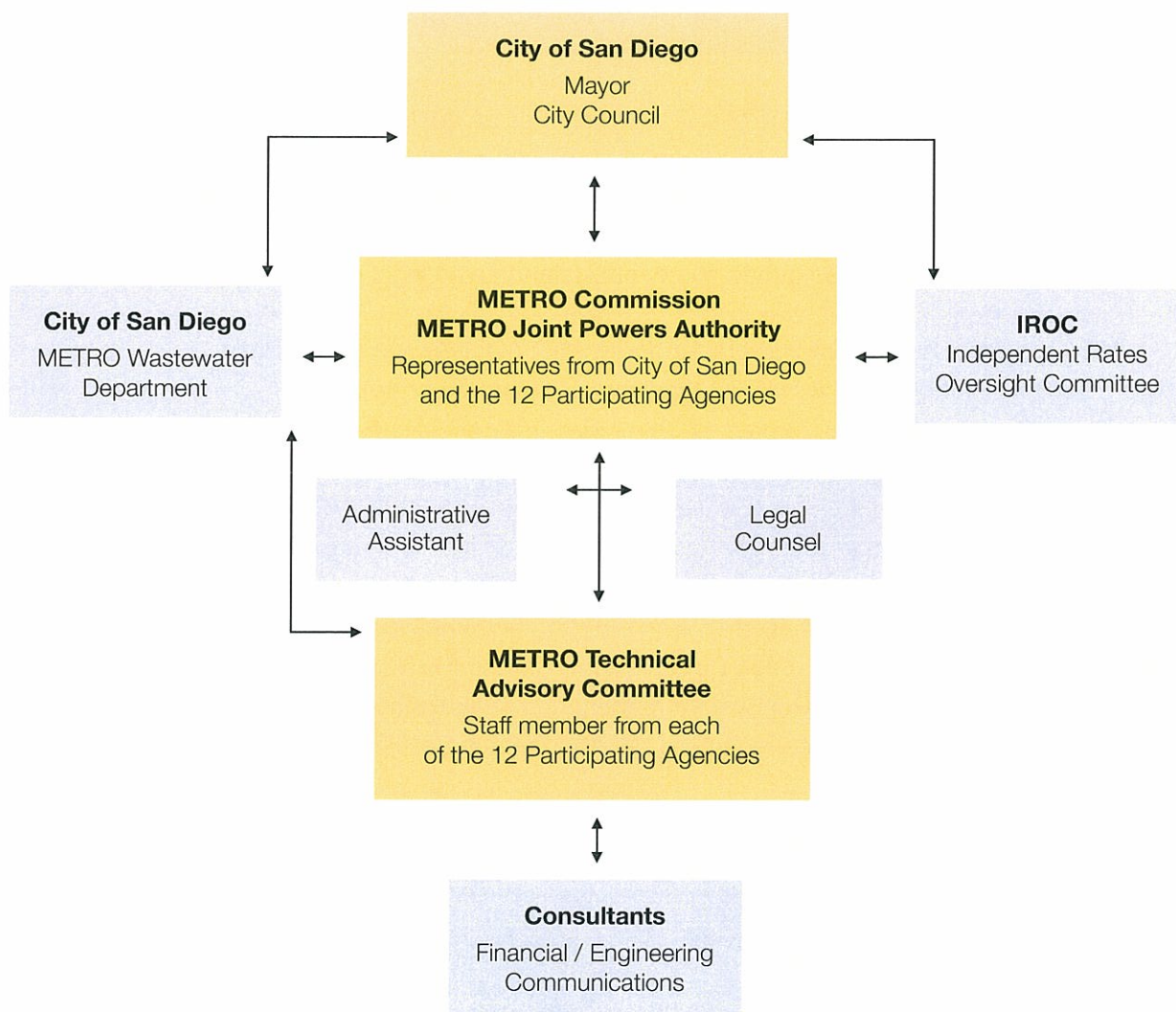
The METRO Wastewater Joint Powers Authority (METRO JPA) was formed later, by the adoption in 2000 of the *METRO Wastewater Joint Power Authority Agreement* (See Appendix B), to give the Participating Agencies the authority to make decisions regarding operations, maintenance, capital improvements and rates. Currently, all Participating Agencies are members of the METRO JPA. Although the commission and the joint powers authority have separate and distinct responsibilities, they are, in fact, represented by the same people. The 12 Participating Agencies each appoint a member of their elected board or council as their representative. Each Commissioner/Director is responsible for informing their agency of METRO System matters and seeking the approval of their board or council as needed regarding METRO System policies and issues.

The METRO Commission and METRO JPA hold monthly public meetings. Visit www.metrojpa.org for the date, time and location of upcoming meetings.

Mission Statement / METRO JPA

The Metro JPA's mission is to create an equitable partnership with the San Diego City Council and Mayor on regional wastewater issues. Through stakeholder collaboration, open dialogue, and data analysis, the partnership seeks to ensure fair rates for Participating Agencies, concern for the environment, and regionally balanced decisions.

Graphic 2 / METRO Organization Chart



GAP ANALYSIS: 2009-2011 METRO JPA STRATEGIC PLAN

In 2009, the METRO JPA adopted five strategic goals and 12 strategic initiatives to accomplish over the following 24 months. In May of 2011, METRO JPA and METRO Technical Advisory Committee (METRO TAC) members completed a survey and workshop to answer two key questions: “where are we?” and “where do we want to be?” The results of the survey are summarized below. The complete results of the survey, including all comments received, are included with this document as Appendix C.

Mission Statement

The Metro JPA's mission is to create an equitable partnership with the San Diego City Council and Mayor on regional wastewater issues. Through stakeholder collaboration, open dialogue, and data analysis, the partnership seeks to ensure fair rates for participating agencies, concern for the environment, and regionally balanced decisions.

METRO JPA

Elected Representatives

83% Think we are on goal

80% Think we can improve

Key Points

City of San Diego is slow to bring issues to METRO Commission and METRO JPA

City of San Diego decisions are not regionally equitable

METRO TAC

Staff

75% Think we are on goal

80% Think we can improve

Key Points

Need to work closely with San Diego City Council

METRO staff disregard METRO TAC input

Strategic Goals

1. Reduce costs and ensure fair rates
2. Create alignment among METRO Commission and METRO JPA members
3. Enhance positive and effective relations with the City of San Diego
4. Create and sustain a positive image in the region
5. Identify ways to increase usage of recycled water

METRO JPA
Elected Representatives

67% Think we are on goal
83% Think we can improve
0% Support additional goals

Key Points
Need to focus on public relations

METRO TAC
Staff

75% Think we are on goal
82% Think we can improve
44% Support additional goals

Key Points
Expand regional water reuse

Financial Oversight

Ensure that costs assessed to METRO JPA member agencies are for appropriate high quality services efficiently delivered by the San Diego Public Utilities Department.

METRO JPA
Elected Representatives

100% Think we are on goal
66% Think we can improve

Key Points
Additional budget details needed

METRO TAC
Staff

91% Think we are on goal
36% Think we can improve

Key Points
Audit process efficient and effective

Audit Process

Maintain the integrity of the annual audit process to ensure only Metro System costs are charged to Participating Agencies.

METRO JPA
Elected Representatives

100% Think we are on goal
60% Think we can improve

Key Points
Good work
Inform the public

METRO TAC
Staff

100% Think we are on goal
36% Think we can improve

Key Points
Audit process is successful

Modified Permit

Diligently support a modified permit from the USEPA, which must be renewed every five years, for the Point Loma Wastewater Treatment Plant. The next application must be prepared by 2015 and address performance measures, a modified NPDES permit and a 301(h) Tentative Decision Document (TDD). The modified permit avoids expensive and unnecessary upgrades to secondary treatment which could cost the Participating Agencies \$200-500 million.

METRO JPA

Elected Representatives

100% Think we are on goal

25% Think we can improve

Key Points

Need technical briefing from METRO TAC
Build bridges with stakeholders
Develop plan B

METRO TAC

Staff

75% Think we are on goal

73% Think we can improve

Key Points

Participating Agencies need to be represented
Play active role in negotiations

Recycled Water

The Ocean Pollution Reduction Act requires the City of San Diego to produce and beneficially use 45 million gallons per day of recycled water, and San Diego and the METRO JPA should encourage further development of recycled water as a viable and sustainable water resource. Two exciting avenues toward this initiative are now being pursued: the Water Purification Demonstration Project and the Regional Recycled Water Optimization Study. The latter is now under way and is funded jointly by the City and the Participating Agencies.

METRO JPA

Elected Representatives

83% Think we are on goal

100% Think we can improve

Key Points

Take leadership role
Build political support for IPR
Support City of San Diego IPR study

METRO TAC

Staff

91% Think we are on goal

82% Think we can improve

Key Points

Approach should be regional
METRO JPA should have formal approval role

Partnerships

Our Mission Statement calls for a partnership with the City of San Diego in managing the METRO System. Other partnerships that serve our interests, such as partnering with the San Diego County Water Authority, should also be explored.

METRO JPA

Elected Representatives

57% Think we are on goal

66% Think we can improve

Key Points

Partner with San Diego County Water Authority

METRO TAC

Staff

64% Think we are on goal

80% Think we can improve

Key Points

Partner with San Diego County Water Authority

Project Oversight

Oversight of the METRO System Capital Improvement Program is essential to protecting our investment in these facilities. Oversight starts with our involvement in the Capital Improvement Program planning process.

METRO JPA

Elected Representatives

100% Think we are on goal

60% Think we can improve

Key Points

Need better lead time from City of San Diego

METRO TAC

Staff

100% Think we are on goal

50% Think we can improve

Key Points

Start CIP subcommittee
Need input on CIP projects before they are approved

Program Oversight

Oversight of the many unique METRO System programs such as the wastewater rate case and recycled water rate case ensure our interests are protected.

METRO JPA

Elected Representatives

88% Think we are on goal

50% Think we can improve

Key Points

None

METRO TAC

Staff

82% Think we are on goal

55% Think we can improve

Key Points

METRO AC needs to be included in planning

METRO TAC needs to be included in rate case development

Environmental Stewardship

Taking on a stewardship role in protecting the environment in all METRO Commission and METROJPA activities is our responsibility.

METRO JPA

Elected Representatives

100% Think we are on goal

0% Think we can improve

Key Points

Not aware of any issues

METRO TAC

Staff

100% Think we are on goal

10% Think we can improve

Key Points

METRO JPA and METRO TAC can be forum for Participating Agency environmental initiatives

Leadership

We cannot underestimate our ability, as practitioners in wastewater and recycling, to sway public opinion on important issues. Therefore, we have the opportunity to make a significant impact by taking a leadership role on these issues in our region. Example: Support IPR/Reservoir Augmentation.

METRO JPA

Elected Representatives

33% Think we are on goal

83% Think we can improve

Key Points

Promote reuse

More public outreach

METRO TAC

Staff

73% Think we are on goal

73% Think we can improve

Key Points

Need METRO JPA to develop policies

Bi-annual METRO TAC update to public agencies

Be community leaders for IPR

Public Image

Although not well known, the METRO Commission and METRO JPA should be cognizant of its image within the region and to wastewater customers, and take a more focused approach to creating a positive public image.

METRO JPA

Elected Representatives

50% Think we are on goal

100% Think we can improve

Key Points

Low public awareness of METRO JPA

Maintain website

Press releases

METRO TAC

Staff

66% Think we are on goal

56% Think we can improve

Key Points

Regional governance only route to higher public awareness

Public image not crucial to METRO JPA mission

Legislative

Review and monitor legislation that may have impacts on the METRO System and the PAs and take action to support or oppose.

METRO JPA

Elected Representatives

50% Think we are on goal

75% Think we can improve

Key Points

No organized effort

METRO TAC

Staff

100% Think we are on goal

50% Think we can improve

Key Points

Tracking sheet attached to METRO AC agenda

Adopt a legislative policy

Regional Governance

The concept of a regional, independent wastewater agency has intriguing possibilities. Initially proposed by the City of San Diego in 1989, the “Special Act District” was approved by the State Legislature in 1992. However, a general lack of commitment on the part of the City of San Diego and the Participating Agencies resulted in the agency becoming nonfunctional in its first year. The Special Act District now exists in name only and meets once per year. Its members include: The Cities of Coronado, Del Mar, Imperial Beach, Lemon Grove, National City and Poway, as well as the Otay Water District and Padre Dam Municipal Water District. The Participating Agencies have since proposed a joint study of the issue, but the City of San Diego’s Mayor and City Council have been unwilling to consider it. Therefore, this initiative has been shelved.

METRO JPA

Elected Representatives

50% Think we are on goal

50% Think we can improve

Key Points

East County agencies should form JPA

METRO TAC

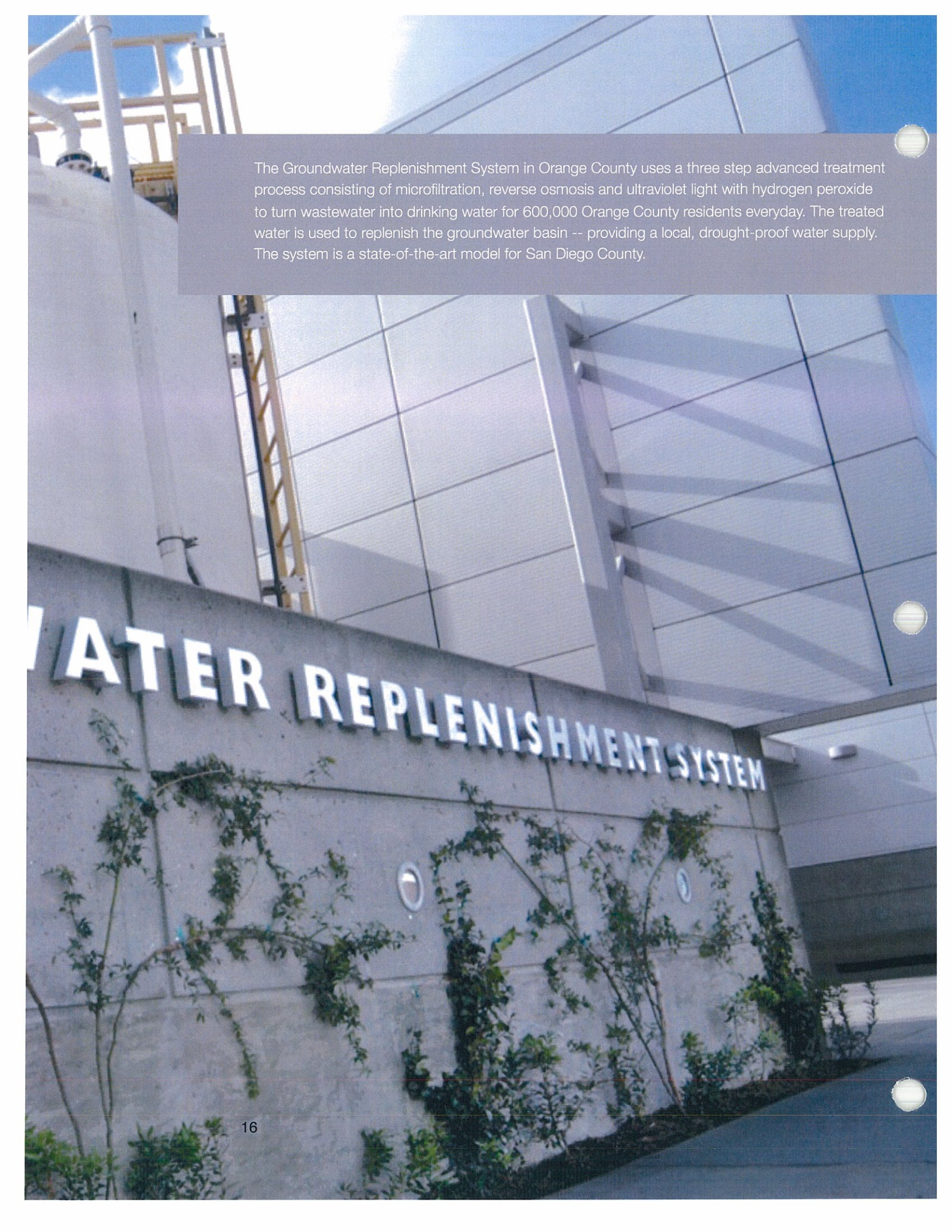
Staff

29% Think we are on goal

71% Think we can improve

Key Points

Water reuse could be argument for regional governance



The Groundwater Replenishment System in Orange County uses a three step advanced treatment process consisting of microfiltration, reverse osmosis and ultraviolet light with hydrogen peroxide to turn wastewater into drinking water for 600,000 Orange County residents everyday. The treated water is used to replenish the groundwater basin -- providing a local, drought-proof water supply. The system is a state-of-the-art model for San Diego County.

WATER REPLENISHMENT SYSTEM

2011-2013 METRO JPA STRATEGIC PLAN

The Last Two Years

In the last two years, San Diego County residents faced mandatory water use restrictions and water rate increases exceeding 60% in the midst of severe economic recession. A 2011 public opinion survey conducted by Rae and Parker Research¹ quantified the impact of these concurrent challenges on the public's view of water reuse.

Graphic 3 / Public Opinion in San Diego County

- 80%** Of respondents support the San Diego County Water Authority's water supply diversification plan.
- 66%** Of respondents believe it is possible to further treat recycled water used for irrigation to make the water pure and safe for drinking -- an increase of 13% from 2009.
- 67%** Of respondents strongly or somewhat favor adding advanced treated recycled water to the drinking water supply -- an increase of 39% from 2005.
- 56%** Of respondents who opposed adding recycled water to the drinking water supply changed their minds when they learned that California drinking water standards are very strict and recycled water would exceed those standards -- an increase of 12% from 2009.
- 50%** Of respondents who opposed adding recycled water to the drinking water supply changed their minds when they learned that recycled drinking water is used in other U.S. communities -- an increase of 14% over 2009.
- 51%** Of respondents who opposed adding recycled water to the drinking water supply changed their minds when they learned that recycled drinking water could supply up to 10% of the local water supply -- an increase of 12% over 2009.

¹ San Diego County Water Authority: 2011 Public Opinion Poll, Rae and Parker Research, April 2011.

Similarly, key members of San Diego County's business and environmental communities formed the Indirect Potable Reuse Coalition in 2009 to promote indirect potable reuse for the region.

Indirect Potable Reuse Coalition

San Diego County Taxpayers Association	Surfrider Foundation
San Diego Regional Chamber of Commerce	San Diego Coastkeeper
Citizens Coordinate for Century Three	San Diego Audubon Society
Industrial Environmental Association	Friends of Infrastructure
San Diego & Imperial Counties Labor Council	BIOCOM
Building Office Managers Association	Coastal Environmental
National Association of Industrial and Office Properties	Rights Foundation

In a 2010 correspondence to San Diego City Councilman Ben Hueso, the coalition stated that:

“ Recycled water is an important part of water supply portfolio diversification. An adequate supply of water is an essential resource for multi-million dollar research and manufacturing facilities. If San Diego wants to continue to attract and retain these companies, we must aggressively pursue all reliable sources of water to ensure dependable supply at pricing which does not dramatically shift from year to year. ²

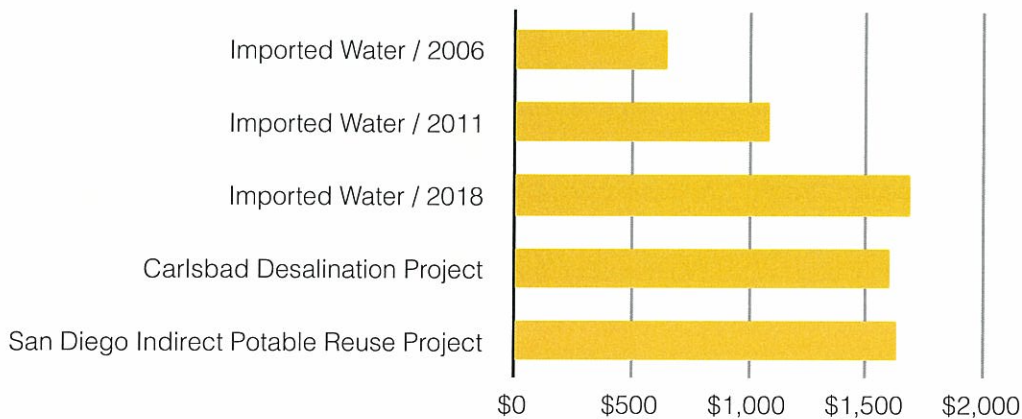
”

While rising water rates, driven by environmental mandates in the Delta, are increasing public awareness of San Diego County's water supply issues, they are at the same time increasing the cost competitiveness of water reuse and other alternative water resources. A San Diego County Water Authority cost analysis released in 2010³ projects rate parity between imported water and regional water resources by 2018.

² January 25, 2010 correspondence to Ben Hueso, Council President, San Diego City Council, from the Indirect Potable Reuse Coalition.

³ San Diego County Water Authority, August 2010

Graphic 4 / Cost per Acre Foot of Water in San Diego County



Developing Regional Water Resources

While public opinion and cost trends favor the development of water reuse in San Diego County, the extent to which it will be included in regional water supply diversification efforts is unclear. The San Diego County Water Authority, which committed to diversifying the region's water resources following the severe drought that impacted California in the early 1990s and has funded over \$3.5 billion in water transfer agreements, regional storage and desalination, considers water reuse to be outside of its mandate. And, while the Authority's Board of Directors, comprised of elected representatives from each of the

Table 2 / Regional Water Resources and Responsible Parties

	Water	Reuse	
San Diego County Water Authority	Imported water	Title 22 recycled water	
Retail water agencies	Water transfers	Distributed treatment	Wastewater agencies
	Storage	In-pipe treatment	
	Groundwater	Groundwater recharge	Recycled water agencies
	Desalination	Reservoir recharge	
	Conservation	Direct potable reuse	
Cities & county	Landscaping	Stormwater	Cities & county
Residents	Conservation	Graywater	Residents
Business	Rainwater harvesting	Packaged treatment	Business

region's 24 retail water agencies, provides regional leadership, and its wholesale water rate provides regional funding and cost sharing, there is no equivalent regional governance structure for water reuse. The METRO System includes just 13 of the region's 22 wastewater agencies, and the Participating Agencies are not equal partners with the City of San Diego in the governance and management of the system. Despite these challenges, the City of San Diego is leading the region towards indirect potable reuse with its Water Purification Demonstration Project and reservoir augmentation plan. For San Diego, indirect potable reuse is both an urgent mandate to avoid a USEPA order in 2015 to upgrade the Point Loma Wastewater Treatment Plant, and an opportunity to create a new water supply for the region.

The Next Four Years

Over the next four years, San Diego County's elected representatives, and the residents they represent, will be asked to approve studies, environmental reviews, projects and funding mechanisms that will determine the region's approach to water supply diversification and the future of water reuse.

Table 3 / Statewide and Regional Projects in the Planning Stage

Project	Agency	Projected Cost
Water Bond	State of California	\$12 Billion
Delta Conveyance Project	State of California	\$12 Billion
Rosarita Beach Desalination Project	San Diego County Water Authority	\$500 Million
Camp Pendleton Desalination Project	San Diego County Water Authority	\$1.9 Billion
Point Loma Wastewater Treatment Plant Upgrade	City of San Diego METRO JPA	\$3 Billion
Reservoir Augmentation Project	City of San Diego	N / A
North County Water Recycling Project	North County water & wastewater agencies	\$175 Million
20 Year Stormwater Management Plan	City of San Diego	\$60 Million

The costs shown in Table 3 will be shared among the agencies participating in each project. The San Diego County Water Authority's share of the projected \$12 billion cost to construct water conveyance facilities in the Delta, for example, is estimated to be \$828 million. Most of the projects listed in Table 3 will be paid by San Diego County residents and businesses through their water rates and sewer fees. It is not clear what effect a lagging economic recovery will have on the approval of the projects listed in Table 3. It is clear, however, that political support among local elected representatives for additional projects and additional increases in the region's water rates and sewer fees will be limited.

Given these conditions -- increased public support for water reuse, its increasing cost competitiveness, competition for funding with water supply projects already in the planning stage, and the City of San Diego's leadership role -- the METRO JPA is faced with both an opportunity and a deadline to determine the role it wants to play in water reuse. The roles available include financial oversight, technical oversight, public education, ratepayer advocacy and championing potable reuse technology, and the time to act is now.

Table 4 / Key Dates

Jul 1 2012 Nov 6, 2012	State Water Bond
	Advertising starts Election day
Jun 1, 2012 Dec 1, 2012	Bay Delta Conservation Plan
	Start of 90 day public review of EIR / EIS Release of final version of plan
Dec 1, 2012	Camp Pendleton Desalination Project
	Decision to proceed with EIR / EIS, permitting and preliminary design
2013	Water Purification Demonstration Project
	Conclusion of project
Feb 1, 2015	Point Loma Wastewater Treatment Plant Modified Permit
	City of San Diego's deadline to apply for waiver

The San Diego County Water Authority is raising the height of San Vicente Dam to increase the reservoir's capacity. The City of San Diego's reservoir augmentation project would use San Vicente Reservoir to blend recycled water that has undergone advanced treatment with untreated, imported water. The blended water would be treated again and distributed as drinking water.





2011-2013 STRATEGIC GOALS

Strategic Goal 1 >>>

Oversight of METRO System Management and Operations

The METRO JPA and METRO TAC must continue their oversight of the City of San Diego's management and operation of the METRO System on behalf of the Participating Agencies' ratepayers. .

Strategic Initiatives

Oversight of Service and Billing

Oversee City of San Diego Public Utilities Department to ensure that services provided to METRO member agencies is high quality, efficiently delivered and accurately billed.

Continuing

Assigned To: Finance Committee

Oversight of Costs and Rates

Oversee the City of San Diego's METRO wastewater programs, including sewer fees, recycled water rates and the Bid to Goal program to protect the interests of METRO member agencies.

Continuing

Assigned To: Finance Committee

Oversight of Capital Improvements

Oversee the City of San Diego's METRO wastewater system capital improvement program (CIP), from planning through construction, to protect the investment of METRO member agencies.

Continuing

Assigned To: METRO TAC

Audit Process

Maintain the integrity of the annual audit of the City of San Diego to ensure that only METRO wastewater costs are billed to METRO member agencies.

Continuing

Assigned To: Finance Committee

Strategic Goal 2 >>> Oversight of the City of San Diego's Water Reuse Planning

As the City of San Diego expands the scope of its wastewater operations to include the Water Purification Demonstration Project and reservoir augmentation plan, the scope of oversight provided by the METRO JPA and the METRO TAC expands, as well.

Strategic Initiatives

Oversight of Renewal of USEPA Waiver for Pt. Loma

Maintain ongoing technical, financial and regulatory analyses of the strengths, weaknesses, opportunities and threats associated with the renewal process (SWOT analysis) and provide comments to the City of San Diego, METRO Commission and METRO JPA as needed. Focus on key questions shown on page 27. Request METRO JPA involvement in the City's negotiations with environmental groups.

Assigned To: METRO TAC

New

Oversight of Post-2015 Waiver Planning

Maintain ongoing technical, financial and regulatory SWOT analyses and provide comments to the City of San Diego, METRO Commission and METRO JPA as needed. Focus on key questions below.

Assigned To: METRO TAC

New

Oversight of Recycled Water Pricing Study

Maintain ongoing technical, financial and regulatory SWOT analyses and provide comments to the City of San Diego, METRO Commission and METRO JPA as needed. Focus on key questions below.

Assigned To: METRO TAC

New

Oversight of Recycled Water Optimization Study

Maintain ongoing technical, financial and regulatory SWOT analyses and provide comments to the City of San Diego, METRO Commission and METRO JPA as needed. Focus on key questions below.

Assigned To: METRO TAC

New

Participate in San Diego Integrated Regional Water Management Planning Group

Cooperate with this group of agencies, which is already developing integrated regional water management strategies and projects, has administrative support from the San Diego County Water Authority, and has access to Proposition 84 grant funds.

Assigned To: METRO JPA and METRO TAC

New

Oversight of Water Purification Demonstration Project

Maintain ongoing technical, financial and regulatory SWOT analyses and provide comments to the City of San Diego, METRO Commission and METRO JPA as needed. Focus on key questions below.

Assigned To: METRO TAC

New

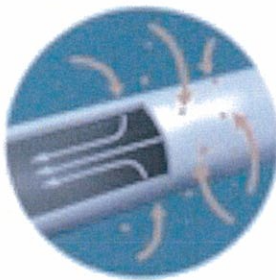
Oversight of Reservoir Augmentation Project

Maintain ongoing technical, financial and regulatory SWOT analyses and provide comments to the City of San Diego, METRO Commission and METRO JPA as needed. Focus on key questions below.

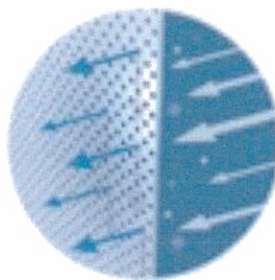
Assigned To: METRO TAC

New

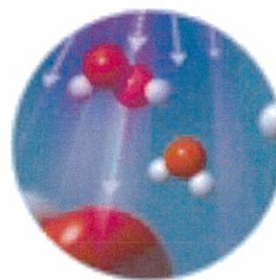
Graphic 5 / Advanced Treatment Process



Microfiltration
















Reverse Osmosis



Ultraviolet Light

San Diego IRWM Program 2011 Report Card on 2007 IRWM Plan

			
Highest level of progress	Substantial level of progress	Moderate level of progress	Plan targets have not been priority
Objective A Maximize public involvement		Objective F Reduce negative effects on waterways and watersheds	
Objective B Manage data effectively		Objective G Reduce pollutants and stressors	
Objective C Further water quality science management		Objective H Protect habitat and open space	
Objective D Develop diverse water resource mix		Objective I Optimize water-based recreation	
Objective E Operate reliable infrastructure system			

The four goals of the San Diego Integrated Regional Water Management Plan are to optimize water supply reliability, protect and enhance water quality, provide stewardship of natural resources, and coordinate and integrate water resource management. The multi-agency, multi-stakeholder group has secured over \$27 million in Proposition 50 and 84 grant funds.

Key Questions / Water Reuse

Do San Diego's plans

Ensure fair rates for Participating Agencies?
Show concern for the environment?
Reflect regionally balanced decisions?

Will water reuse strategies include

Distributed treatment?
On-site, packaged treatment?
In-pipe treatment?
Natural treatment?
Title 22 recycled water?
Groundwater recharge?
Reservoir recharge?
Direct potable reuse?
Stormwater reuse?
Graywater reuse?

Can costs be reduced by

Integrated planning?
Integrated development?
Integrated administration?
Using existing facilities?
Using non-METRO facilities?
Minimizing conveyance distances?
Minimizing pumping?
Not installing new purple pipe?
New technology?
Process improvement?
Design improvement?

Is San Diego seeking input from

Residents?
Business community?
San Diego County Water Authority?
SANDAG?
Non-METRO wastewater agencies?
Orange County GWRP?
West Basin Water District?
Irvine Ranch Water District?
CA Dept. of Public Health?
State Water Resources Control Board?
Congressional representatives?
Legislative representatives?

Is the goal of the region to

Spend as little as possible to make the
Pt. Loma Wastewater Treatment Plant
EPA compliant?
Decrease reliance on imported water?
Save money through an integrated
approach to sewer, stormwater and flood
control?
Achieve environmental goals?

Strategic Goal 3 >>> Develop Key Partnerships

The leaders of San Diego County's business community and environmental community are concerned about the reliability of the region's imported water supplies and are advocating the development of indirect potable reuse. They want to see water, wastewater and stormwater agencies integrate their efforts. The METRO JPA and METRO TAC should consider participating in these regional efforts.

Strategic Initiatives

Market-Based Approach

High-tech companies purify water for manufacturing. Can these companies treat their wastewater? Could it be advantageous for them to do so? What other industries could treat their wastewater? What volume could this strategy offload from Pt. Loma?

Assigned To: METRO TAC

New

Orange County Tours

Take key partners on guided tours of the Orange County Groundwater Replenishment Project to show them successful, working models of groundwater recharge and indirect potable reuse. Consider public affairs staff from Participating Agencies as guides.

Assigned To: METRO TAC

New

Speakers Bureau

Endorse and explain the City of San Diego's indirect potable reuse planning at meetings of the Indirect Potable Reuse Coalition, local and regional business groups, San Diego County Board of Supervisors, city councils, water district boards, legislators and congressional representatives. Solicit advocates. Consider public affairs staff from Participating Agencies to prepare presentations.

Assigned To: METRO JPA and METRO TAC

New

Meet With Regional Media Leaders

Endorse and explain the City of San Diego's indirect potable reuse planning to owners, publishers and editors of San Diego County's print, television, radio and online media. Until plan is completed, provide progress reports. Request support. Consider public affairs staff from Participating Agencies to prepare presentations.

Assigned To: METRO JPA and METRO TAC

New

Regulatory Partnerships

Present and explain the City of San Diego's indirect potable reuse planning to the Regional Water Quality Control Board and San Diego County Department of Environmental Health. Utilize data from, and invite officials to tour Orange County GWRP.

Assigned To: METRO JPA and METRO TAC

New

Regional Governance (On Hold)

Assess feasibility and appropriateness of implementing, governing and managing a distributed treatment plan and regional wastewater management plan in partnership with the City of San Diego. Assess the issues and opportunities associated with activating the Special Act District formed by the legislature in 1992.

Continuing

Strategic Goal 4 >>>

Develop Customer Relationships

Water and wastewater agencies often consider developing customer relationships optional, and unimportant to their mission of providing water quality, water reliability and sanitation. This malaise, however, leads to customer cynicism and opposition to rate setting and investment in infrastructure. The METRO JPA and METRO TAC should avoid this mistake.

Strategic Initiatives

Visual Information

Create technical illustrations to show the safety of advanced water treatment. Visual information can be used in print, presentations, and on the web. Focus on key questions below.

Assigned To: METRO TAC

New

Financial Transparency

Regional wastewater agencies have difficulty explaining sewer collection and treatment costs to their customers. Developing a simplified, visual explanation of costs is necessary in order to explain cost savings. Focus on key questions below.

Assigned To: Finance Committee

New

Website & Social Media

Develop new website and Facebook page to effectively communicate advantages of City of San Diego's plans for offloading Pt. Loma and indirect potable reuse. Use Google Translation to allow viewer to convert pages into their preferred language. Use Twitter to push residents, supporters and media to website for news and new content. Focus on key questions below.

Assigned To: METRO TAC

New

Orange County Tours

Promote guided tours of the Groundwater Replenishment Project and the Santa Ana River Watershed in Orange County. Consider utilizing public affairs staff from Participating Agencies as guides.

Assigned To: METRO TAC

New

"What Not To Flush" Public Outreach

Combine information about fats, oils and grease, information about other products that should not be flushed, and information about water reuse to create a single public outreach campaign that raises awareness of water reuse. Consider utilizing public affairs staff from Participating Agencies.

Assigned To: METRO TAC

Continuing

Key Questions

How do residents

Know when a large infrastructure project is a good value?

Know that a regional approach is better than local control?




CONCLUSION

Mark Cowin, Director of the California Department of Water Resources, states in the introduction to the 2009 California Water Plan that:

“ With new urgency, regions must develop and implement truly integrated regional water management plans as roadmaps to meeting future water demands in sustainable ways.⁴ ”

The idea that ratepayers and taxpayers can write one check for water supply reliability, sanitation, environmental stewardship and recreational facilities has not yet trickled down to most wastewater departments and employees in California. While the idea is in development in Sacramento and talked about by regional water resources managers, it is not yet a management or operational initiative at most agencies.



Where the idea has been implemented -- like the Orange County Groundwater Replenishment System -- it has been a tremendous success. Now, San Diego County residents, business leaders and environmental leaders support implementation here. They don't want piecemeal approaches. They want sustainability. Where there is demand, there is opportunity.

⁴ Director's Letter, *2009 Update to the California Water Plan*

Attachment 5B

Amendment to
Reimbursement
Agreement - LG
Sanitation District
for Wilson
Engineering FY
2018-2019

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

THIS THIRD AMENDMENT (this "Amendment") is entered into this ____ day of _____, 2019, 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 have previously amended the Agreement, including an amendment on July 1, 2018 for the purpose of extending the Agreement through the period ending June 30, 2019; 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 \$107,850.
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 Third 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.
6. Work on Residuals 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 6 — 90 hours total.
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
6	90	0	0	90
TOTAL	500	0	30	530

Summary of Costs by Task

	Task Cost
1	\$25,200
2	\$12,600
3	\$14,550
4	\$25,200
5	\$10,500
6	\$19,800
TOTAL	\$107,850

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

THIS AGREEMENT is entered into this 16th day of August, 2017, 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, Metro JPA is a public agency of the State of California and is in need of professional technical services for the following project: Engineering Services (hereinafter the "Project"); and

WHEREAS, Lemon Grove is a participating member agency of Metro JPA and is a member of Metro JPA's Technical Advisory Committee ("TAC");

WHEREAS, the activities of Metro JPA and TAC require the use of the professional services of an engineer; and

WHEREAS, Lemon Grove is currently under contract with Dexter Wilson Engineering, Inc. ("Consultant") and Consultant can provide the engineering services for the Project required by Metro JPA and TAC; and

WHEREAS, the parties desire to memorialize and enter into an agreement for Metro JPA to reimburse Lemon Grove for the Project costs for services provided by Consultant.

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

This Agreement shall be applicable to all work performed by Consultant and responsibility for costs thereof.

1. Engineering Services. Consultant shall provide the services required for the Project as more particularly described in the Scope of Work set out in Exhibit "A," attached hereto and by this reference incorporated herein. If changes in the work seem merited by Metro JPA, TAC or Consultant and informal consultations indicate that a change is warranted, it shall be processed by the JPA in the following manner: A letter outlining the changes shall be forwarded to the Metro JPA by Consultant with a statement of the estimated changes in fee or time schedule. An amendment to the Scope of Work set to this Agreement shall be prepared by the Metro JPA and executed by both Metro JPA and Lemon Grove before performance of such services shall be performed.

2. Compensation The Metro JPA shall reimburse Lemon Grove for the services provided by Consultant to the Metro JPA and TAC pursuant to the Scope of Work, in accordance with the Summary of Costs set forth in Exhibit "B," and the corresponding Rate Schedule set forth in Exhibit "C," both of which are attached hereto and by this reference incorporated herein. In no event shall reimbursement by Metro JPA to Lemon Grove for Consultant's services exceed \$77,550, unless otherwise agreed to in writing by the parties. Periodic reimbursement payments by Metro JPA to Lemon Grove shall be made within thirty (30) days of receipt of a statement for services rendered. Reimbursement payments to Lemon Grove for work performed by Consultant will be made on a monthly billing basis.

3. Time of Performance; Term; Delays in Performance. Consultant shall commence and perform the Services in a prompt and timely manner and shall commence performance beginning July 1, 2017. This Agreement shall terminate on June 30, 2018, unless otherwise extended by a written amendment signed by both Parties or otherwise earlier terminated in writing by either Party with 10 days advanced notice. In such an event Metro JPA shall immediately be given title and possession to all work product prepared by Consultant for Metro JPA and TAC including original notes, written reports and other documents produced or developed for the Project. 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.

4. Acceptance of Work; Warranty. By entering into this Agreement, Lemon Grove understands and agrees that all right, title, ownership, and interest in any work product produced for Metro JPA and TAC, under this Agreement are granted, conveyed, transferred, assigned, and delivered to the Metro JPA, its successors and assigns for the benefit of all Metro JPA members. Any warranty obligations of Consultant pertaining to the provision of services for the Project under this Agreement shall be for the benefit of Metro JPA to the same extent as set forth in the warranty terms and conditions set forth in Lemon Grove's contract with Consultant.

5. Insurance Certificate. Lemon Grove shall contractually obligate its Consultant to give Metro JPA, the Board and each member of the Board, its officers, employees, agents and Metro JPA designated volunteers additional insured status on Consultant's Commercial General Liability policy, using ISO endorsement form CG 20 38, or an endorsement providing the exact same coverage, and Commercial Automobile Liability policy. Evidence of Consultant's compliance with this Section 5 must be provided to Metro JPA by Lemon Grove in advance of commencement of any work by Consultant under this Agreement.

6. Indemnification and Hold Harmless. Each party agrees to defend, at its own expense, including attorneys' fees, indemnify and hold harmless the other party, their directors, agents, officers and employees from all costs, penalties, damages, liability and claims of any nature whatsoever including, but not limited to, liability for bodily injury, sickness, disease or death, property damage (including loss of use) for violation of law, caused by or arising out of or relating to any negligent act, error or omission, or willful misconduct of that party, its directors, officers, employees or any other agent acting pursuant to its control in performing under this Agreement. To the extent that more than one party is determined to have been negligent or at fault, the parties agree that each party shall bear its own portion or percentage of liability and to indemnify and hold harmless the other party from that share. Work performed under this Agreement conducted at the direction and control of officers, employees or representatives of Metro JPA shall not be considered to be conducted by Lemon Grove, its officers, employees or representatives.

7. Laws, Venue, and Attorneys' Fees. This Agreement shall be interpreted in accordance with the laws of the State of California. In the event of any controversy, claim or dispute between the parties hereto arising out of this Agreement or the breach thereof, the prevailing party shall be entitled to recover from the losing party reasonable expenses, attorneys' fees, and costs. Venue for any such action shall be in a court of competent jurisdiction in San Diego County, California.

8. Successors in Interest. The terms and conditions of this Agreement are binding upon, and for the benefit of, the successors in interest of Metro JPA and Lemon Grove..

9. Acknowledgements. Each of the parties hereto acknowledges that it has read this Agreement and understands all of its terms, and this Agreement is executed voluntarily and with full knowledge of its significance. Therefore, this Agreement shall not be construed against any party because that party's representative drafted the Agreement or any portion of it.

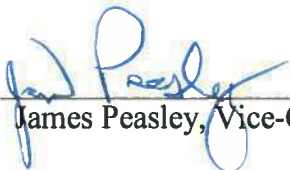
10. Notices. Any notice required or permitted under this Agreement may be personally served on the other party by the party giving notice or may be served by certified mail, return receipt requested, to the following addresses.

Metro Wastewater JPA
c/o: La Mesa City Hall
Attn: Greg Humora, City of La Mesa
8130 Allison Ave., La Mesa, CA 91942

Lemon Grove Sanitation District
Attn: Executive Director
3232 Main Street
Lemon Grove, CA 91945

IN WITNESS WHEREOF, the parties hereto have executed this Reimbursement Agreement Between the Metro Wastewater Joint Powers Authority and the Lemon Grove Sanitation District as of the date first written above.

METRO WASTEWATER JPA


By: 
James Peasley, Vice-Chair

LEMON GROVE SANITATION DISTRICT

By: 
Lydia Romero, Executive Director

By: 
Dexter Wilson, Consultant

APPROVED AS TO FORM:

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

APPROVED AS TO FORM:

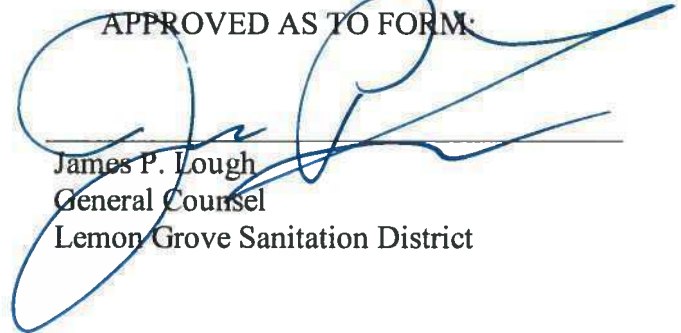
By: 
James P. Lough
General Counsel
Lemon Grove Sanitation District

EXHIBIT A

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

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.

EXHIBIT B

Schedule of Charges

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 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
TOTAL	360	0	30	390

Summary of Costs by Task

	Task Cost
1	25,200
2	12,600
3	14,550
4	25,200
TOTAL	\$77,550

EXHIBIT C

Rate Schedule of DISTRICT's Consultant Dexter Wilson Engineering, Inc. Effective January 1, 2017

CLASSIFICATION: PLANNING AND DESIGN	HOURLY RATE
Principal Engineer (RCE)	\$210.00
Managing Engineer (RCE)	\$200.00
Project Engineer (RCE)	\$180.00
Senior Engineer (RCE)	\$140.00
Design Engineer (RCE)	\$130.00
Associate Engineer II	\$120.00
Associate Engineer I	\$110.00
Engineering Aide II	\$110.00
Engineering Aide I	\$95.00

CLASSIFICATION: DRAFTING/DESIGN	HOURLY RATE
Senior Designer	\$115.00
Senior Drafter	\$105.00
Drafter II	\$90.00
Drafter I	\$80.00

CLASSIFICATION: OFFICE PERSONNEL	HOURLY RATE
Clerical	\$65.00

Attachment 5 i

FY 2020 Metro
JPA Budget



Metro Wastewater Joint Powers Authority
Proposed Budget & Agency Allocations
Fiscal Year 2020

**METRO WASTEWATER JPA
PROPOSED BUDGET - FY '20**

	FY '19					FY '20		
	Actual Through	Forecast Through	Approved Annual	Forecast over /(under) Budget		Proposed Budget	Difference from	Difference from
	3/31/19	6/30/19	Budget	\$	%		FY '19 Forecast	FY '19 Budget
Income								
Membership Dues	\$ 311,505	\$ 415,340	\$ 415,340	\$ -	0%	\$ 447,850	\$ 32,510	\$ 32,510
Interest Income	113	151	60	(91)	-152%	100	(51)	40
Total Income	\$ 311,618	\$ 415,491	\$ 415,400	\$ (91)	0%	\$ 447,950	\$ 32,459	\$ 32,550
Expense								
Administrative Assistant-LP	\$ 3,190 ⁽¹⁾	\$ 7,190	\$ 8,400	\$ (1,210)	-14%	\$ 8,400	\$ 1,210	\$ -
Bank Charges	-	-	200	(200)		200	200	-
Contingency	-	-	-	-		-	-	-
Dues & Subscriptions	538	538	600	(62)	-10%	600	62	-
Financial Services								
Audit Fees	2,000	10,000	12,000	(2,000)	-17%	12,000	2,000	-
Treasury Services-Padre	13,786	19,690	21,000	(1,310)	-6%	21,000	1,310	-
JPA/TAC meeting expenses	4,230	5,640	5,000	640	13%	6,000	360	1,000
Miscellaneous	-	-	250	(250)		250	250	-
Per Diem - Board	9,900 ⁽²⁾	14,850	18,000	(3,150)	-18%	18,000	3,150	-
Printing, Postage, Supplies	904	1,104	500	604	121%	500	(604)	-
Professional Services								
Engineering - NV5	18,825 ⁽²⁾	28,825	50,000	(21,175)	-42%	50,000	21,175	-
Engineering - Dexter Wilson	80,420	107,850	88,050	19,800	22%	105,600	(2,250)	17,550
Financial - The Keze Group	48,440	66,440	77,600	(11,160)	-14%	77,600	11,160	-
Legal - Procopio	-	14,000	-	14,000		70,000	56,000	70,000
Legal - BB&K	67,179	91,179	130,000	(38,821)	-30%	60,000	(31,179)	(70,000)
Strategic Planning	-	-	-	-		14,000	14,000	14,000
Telephone	487 ⁽¹⁾	1,218	1,400	(182)	-13%	1,400	182	-
Website Maintenance & Hosting	1,800	2,400	2,400	-	0%	2,400	-	-
Total Expense	\$ 251,699	\$ 370,925	\$ 415,400	\$ (44,475)	-11%	\$ 447,950	\$ 77,025	\$ 32,550
Net Income (Loss)	\$ 59,919	\$ 44,567	\$ -	\$ 44,384		\$ -	\$ (44,567)	\$ -

(1) Invoices received through 12/31/18

(2) Invoices received through 2/28/19

FY '20 RESERVE REQUIREMENT	
Fund Balance at 6/30/18	\$ 177,375
Projected Net Income FY '19	44,567
Projected Fund Balance at 6/30/19	\$ 221,941
Budgeted Net Income FY '20	-
Projected Fund Balance at 6/30/20	\$ 221,941.04
4 Months Operating Expenses	\$ (149,317)
Amount over Required Reserve	\$ 72,624

METRO WASTEWATER JPA
INITIAL AGENCY BILLING FY '20 (BEFORE FY '17 TRUE-UP)

	FY '19				Initial Billing FY '20		
	Flow / Strength	Agency Allocation	FY '16 Audit True-up	Revised Agency Billings	Flow / Strength	Agency Allocation	Difference from Prior Year
Chula Vista	29.73%	\$ 123,464.00	\$ 11,146.44	\$ 134,610.44	30.18%	\$ 135,162.00	\$ 11,698.00
Coronado	4.31%	\$ 17,886.00	\$ (4,533.43)	\$ 13,352.57	3.51%	\$ 15,729.00	\$ (2,157.00)
County of SD *	16.44%	\$ 68,291.00	\$ (7,808.14)	\$ 60,482.86	16.98%	\$ 76,056.00	\$ 7,765.00
Del Mar	0.06%	\$ 236.00	\$ 316.10	\$ 552.10	0.06%	\$ 257.00	\$ 21.00
El Cajon	14.37%	\$ 59,696.00	\$ 3,469.83	\$ 63,165.83	14.69%	\$ 65,784.00	\$ 6,088.00
Imperial Beach	3.57%	\$ 14,815.00	\$ (180.45)	\$ 14,634.55	3.70%	\$ 16,550.00	\$ 1,735.00
La Mesa	7.72%	\$ 32,055.00	\$ (403.94)	\$ 31,651.06	7.66%	\$ 34,291.00	\$ 2,236.00
Lemon Grove	3.89%	\$ 16,172.00	\$ (2,121.91)	\$ 14,050.09	3.49%	\$ 15,614.00	\$ (558.00)
National City	7.13%	\$ 29,618.00	\$ (1,103.28)	\$ 28,514.72	7.04%	\$ 31,551.00	\$ 1,933.00
Otay Water District	0.83%	\$ 3,437.00	\$ 85.67	\$ 3,522.67	0.92%	\$ 4,106.00	\$ 669.00
Padre Dam MWD	7.23%	\$ 30,047.00	\$ 2,995.89	\$ 33,042.89	6.71%	\$ 30,035.00	\$ (12.00)
Poway	4.72%	\$ 19,624.00	\$ (1,862.80)	\$ 17,761.20	5.07%	\$ 22,715.00	\$ 3,091.00
Total	100.00%	\$ 415,341.00	\$ 0.00	\$ 415,341.00	100.00%	\$ 447,850.00	\$ 32,509.00
Total Required from Budget		\$ 415,340.00				\$ 447,850.00	

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

Attachment 5 ii

FY 2020 Amdt
Treasurer's
Contract with
Padre Dam
Muni Water
District

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

THIS ~~FIFTH~~SIXTH AMENDMENT is made and entered into this _____ day of _____, ~~2018~~2019, 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~~amend 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~~amend the Agreement to extend the date of Padre Dam's treasurer services until June 30, 2018~~;~~ and

H. WHEREAS, On July 1, 2018, Metro JPA and the District entered into a fifth amendment to the Agreement ("Fifth Amendment") to mutually extend the Agreement to extend the date of Padre Dam's treasurer services until June 30, 2019; and

G. WHEREAS, Both Metro JPA and the District mutually desire to further amend the Agreement, as amended by the First Amendment, Second Amendment, Third Amendment, ~~and~~ Fourth Amendment, and Fifth 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, Third Amendment, ~~and~~ Fourth Amendment, and Fifth Amendment, is further amended as necessary to extend the end date of ~~Padre Dam's~~ the District's treasurer services until June 30, ~~2019~~2020.

2. Section 5 of the Agreement, as amended by the First Amendment, Second Amendment, Third Amendment, ~~and~~ Fourth Amendment, and Fifth Amendment, is further amended as necessary to ~~increase~~set the not-to-exceed amount ~~to~~at \$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 ~~Fifth~~Sixth Amendment.

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

IN WITNESS WHEREOF, this ~~Fifth~~Sixth 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 4/8/2019 3:40:46 PM	
Style name: Nick Style	
Intelligent Table Comparison: Active	
Original DMS: iw://iManage/iManage/31088426/1	
Modified DMS: iw://iManage/iManage/31957105/1	
Changes:	
Add	17
Delete	15
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:	32

**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 5 iii

FY 2020
Contract with
The Keze
Group, LLC
for Financial
Management
Services

**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, ~~2018~~2019, 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 ~~2018~~-2019-2020 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 \$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, ~~2018~~2019. This Agreement shall terminate on June 30, ~~2019~~2020, 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) [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 <u>National</u> City <u>City</u> Hall 8130 Allison Ave., La Mesa, CA 91942 <u>1243 National City Blvd.</u> <u>National City, CA 91950</u> Attn: c/o Greg Humora <u>Roberto Yano</u> , City of La Mesa <u>National City</u>	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:
LLC:**

~~The Keze Group~~THE KEZE GROUP,

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.

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 ~~2017 and~~ 2018 and 2019.

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 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, Review 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 task orders to determine appropriate allocations for FYE 2019. As of 6/30/18 there were 55 purchase 84 50/50 task/purchase orders totaling \$27 million 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. Review all other Pure Water task/purchase orders for correct cost allocation.~~
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~~2020 and ~~2019~~2021

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~~2020 PUD Water and Wastewater Rate Case—.

PUD ~~staff will be hiring~~has hired 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. The wastewater rate case will be used as a starting point for the Pure Water financial forecast model by incorporating future O&M costs and external financing for ongoing CIP as well as Pure Water projects.

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 as the Phase I projects are bid during FYE 2020, financial plans as external funding is secured,~~ and timing based on program costs from construction bids ~~anticipated in July 2018 and revenue sharing;~~ 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. Major tasks for 2020 will be supporting the Phase I Financial Implementation Work Group in the implementation of financial items outlined in the proposed Amended and Restated Agreement, Phase II Disposal Agreement Working Group in developing a framework for the selected Phase II Pure Water projects, and determination of the Phase I cost allocation once the construction projects are bid and the beginning of the revision to all 50/50 task orders.

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 ~~2019~~2020 Work Plan. ~~One key issue that will continue during FYE 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.~~ Potential work plan items have been identified such as the update of the functional design based cost allocation that is used to bill Metro O&M and CIP costs to the PAs for current facilities as well as the inclusion of Phase I Pure Water costs in the calculations. In addition we will support the work group that has been formed to update the JPA website as

| [needed.](#)

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 \$77,600 for Fiscal Year Ending ~~2019~~2020. The hours and fees per task is summarized in Attachment A to this Schedule of Charges. The hourly billing rate remains unchanged at \$160.

Attachment A to Schedule of Charges

Summary of Costs by Tasks Metro JPA Contract FYE 2019 Status as of March 1, 2019

Task	Description	Approved FYE 2019 Budget Summary					Proposed FYE 2020 Budget	
		Budget Amount	Budget Hours	Cumulative	Balance	% Remaining	Budget Amount	Budget Hours
1	Routine Meetings	\$ 12,000	75	\$4,400	\$7,600	63%	\$ 12,000	75
2	Exhibit E Audit Review	\$ 16,000	100	\$10,360	\$5,640	35%	\$ 16,000	100
3	Review of PUD Budget	\$ 4,800	30	\$480	\$4,320	90%	\$ 4,800	30
4	FYE 2019 Water and Wastewater Rate Case	\$ 2,560	16		\$2,560	100%	\$ 2,560	16
5	Pure Water Program Cost Allocation	\$ 19,200	120	\$23,000	-\$3,800	-20%	\$ 19,200	120
6	Metro TAC Staff Support	\$ 23,040	144	\$4,640	\$18,400	80%	\$ 23,040	144
	Direct Expense							
	TOTAL	\$77,600	485	\$42,880	\$34,720	45%	\$ 77,600	485

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 4/3/2019 3:25:20 PM	
Style name: Nick Style	
Intelligent Table Comparison: Active	
Original DMS: iw://iManage/iManage/31048921/1	
Modified DMS: iw://iManage/iManage/31910844/1	
Changes:	
Add	36
Delete	29
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:	65

Attachment 5 iv

FY 2020
Contract with
NV5 for
Engineering
Support
Services

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

This agreement ("Agreement") is made and entered into as of July 1, ~~2018~~2019, 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 \$50,000.00 without the written approval of Metro JPA. ~~In no event 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 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~~2020. 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 <u>National City</u> City Hall 8130 Allison Ave., La Mesa, CA 91942 <u>1243</u> <u>National City Blvd.</u> <u>National City, CA 91950</u> Attn: c/o Greg Humora <u>Roberto Yano</u> , City of La Mesa <u>National City</u>	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, we will strive to increase the responsiveness of the group to key issues of concern, assure coverage at key meetings, centralize data collection, minimize duplication of efforts by the PAs, and reduce costs of 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~~, supported by Scott Tulloch ~~in~~. Mr. Tulloch will 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~~:

1. Engineering technical support as requested by Metro TAC and the Metro JPA. ~~This will include engineering~~
2. 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.
3. ~~Services will also include representing~~ 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, [etc.](#)

II. Additional Services As Requested

- A. Assistance with public outreach and communication.
- B. Review of ongoing background material not envisioned.
- C. Preparation for and attendance at additional meetings beyond what is included in Section I.
- D. Attendance at IROC in support of the Metro JPA representatives.
- E. Additional follow-up on identified items.
- F. 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 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.

2019 CHARGE RATE SCHEDULE: SOUTHERN CALIFORNIA

OFFICE:

Technical Services

Engineering Aide/Planning Aide _____	\$60.00/hour
Project Assistant _____	\$78.00/hour
Project Administrator _____	\$93.00/hour
CADD Technician I _____	\$85.00/hour
CADD Technician II _____	\$93.00/hour
CADD Technician III _____	\$108.00/hour
Senior CADD Technician/Designer _____	\$139.00/hour
Design Supervisor _____	\$154.00/hour
Plan Check Services _____	\$154.00/hour
Conditions of Approval Development _____	\$175.00/hour

Professional

Junior Engineer/Planner/Surveyor _____	\$105.00/hour
Assistant Engineer/Planner/Surveyor _____	\$124.00/hour
Associate Engineer/Planner/Surveyor _____	\$155.00/hour
Senior Engineer/Planner/Surveyor _____	\$170.00/hour
Manager _____	\$196.00/hour
Structural Engineer _____	\$181.00/hour
Associate _____	\$228.00/hour
Principal _____	\$250.00/hour

PUBLIC OUTREACH:

\$150.00/hour

~~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 4/8/2019 2:02:32 PM	
Style name: Nick Style	
Intelligent Table Comparison: Active	
Original DMS: iw://iManage/iManage/31049113/1	
Modified DMS: iw://iManage/iManage/31949832/1	
Changes:	
Add	19
Delete	34
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:	53

Attachment 5 v

FY 2020
Contract
with Wilson
Engineering
for
Engineering
Support
Services

**AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN METRO WASTEWATER JOINT POWERS AUTHORITY
AND DEXTER WILSON ENGINEERING**

This agreement ("Agreement") is made and entered into as of July 1, 2019, 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 Dexter Wilson Engineering, Inc. (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: Engineering Services.

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 **\$105,600** 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 16 of this Agreement. The key personnel for performance of this Agreement are as follows: **Dexter S. Wilson**, who will supervise the services described in this Agreement.

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 the Services in a prompt and timely manner and shall commence performance beginning July 1, 2019. This Agreement shall terminate on June 30, 2020, unless otherwise extended by a written amendment signed by both Parties or otherwise earlier terminated pursuant to Section 16 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. Professional Liability (Errors and Omissions)

At all times during the performance of the work under this Agreement the Consultant shall maintain professional liability or Errors and Omissions insurance appropriate to its profession, in a form and with insurance companies acceptable to the 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. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend.

e. Minimum Policy Limits Required

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

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

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

(iii) Requirement of specific coverage or minimum limits contained in this 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 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 Agreement.

(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. 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 Agreement and require the same of any subconsultants. The Services under this Agreement 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 under this Agreement 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 Dexter S. Wilson as Project Manager. The Project Manager shall not be removed 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 National City City Hall 1243 National City Blvd. National City, CA 91950 Attn: Roberto Yano, City of National City	Dexter Wilson Engineering 2234 Faraday Ave. Carlsbad, CA 92008 Attn: Dexter S. Wilson

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.

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

[SIGNATURES ON FOLLOWING PAGE]

METRO WASTEWATER JPA:

DEXTER WILSON ENGINEERING, INC.:

By: _____
Jerry Jones
Chair

By: _____

APPROVED AS TO FORM:

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

Approval of Professional Services Agreement with Dexter Wilson Engineering, Inc., as to form

EXHIBIT “A”

Scope of Work – FY 2019-20

Dexter Wilson Engineering, Inc. will perform the following tasks:

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. Attend meetings and review material for Phase 2 Pure Water.
5. Assist with preparation of amendment to Wastewater Disposal Agreement and Residuals Agreement.
6. Assist with audits and financial reviews.

EXHIBIT B

Schedule of Charges – FY 2019-20

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 — 5 hours per month.

Task 2 — Estimated 10 hours per month.

Task 6 — 5 hours per month.

Task 3 — Estimated 5 hour per month.

Task 4 — Estimated 5 hours per month.

Task	Professional	Technical	Clerical	Total
1	120	0	0	120
2	120	0	0	120
3	60	0	0	60
4	60	0	0	60
5	60	0	0	60
6	60	0	0	60
TOTAL	480	0	0	480

Summary of Costs by Task

Task	Task Cost
1	\$26,400
2	\$26,400
3	\$13,200
4	\$13,200
5	\$13,200
6	\$13,200
TOTAL	\$105,600

EXHIBIT “B” (cont.)

Schedule of Charges

Hourly Rates

Classification

Hourly Rate

Office Personnel:

Planning/ Design

Principal Engineer (RCE)	\$220.00
Managing Engineer (RCE)	\$200.00
Project Engineer (RCE)	\$180.00
Senior Engineer (RCE)	\$140.00
Design Engineer (RCE)	\$130.00
Associate Engineer II	\$120.00
Associate Engineer I	\$110.00
Engineering Aide II	\$110.00
Engineering Aide I	\$ 95.00

Drafting/ Design

Senior Designer	\$115.00
Senior Drafter	\$105.00
Drafter II	\$ 90.00
Drafter I	\$ 80.00

Clerical

\$ 65.00

EXHIBIT “C”
Insurance Certificates

Insurance documentation is included on the following pages.

Attachment 5 vi

Procopio
Letter of
Engagement



PROCOPIO
525 B Street
Suite 2200
San Diego, CA 92101
T. 619.238.1900
F. 619.235.0398

GREGORY V. MOSER
P. 619.515.3208
greg.moser@procopio.com

DEL MAR HEIGHTS
LAS VEGAS
PHOENIX
SAN DIEGO
SILICON VALLEY

April 5, 2019

VIA U.S. MAIL AND E-MAIL TO RYANO@NATIONALCITYCA.GOV

Board of Directors
Metro Wastewater Joint Powers Authority
c/o Roberto Yano
National City Civic Center
1243 National City Blvd
National City, CA 91950

Re: Letter of Engagement

Dear Board of Directors:

We are pleased that you have selected Procopio, Cory, Hargreaves & Savitch LLP (the “Firm”) to serve as special counsel for Metro Wastewater Joint Powers Authority (“Metro”) initially in its negotiations with the City of San Diego regarding participation in the Pure Water program, and other tasks, as assigned. We submit for Metro’s approval the following provisions governing our engagement, as well as the additional provisions set forth in the enclosed “General Terms of Engagement” (the “General Terms”). Please note that to the extent there are inconsistencies between this letter and the General Terms, this letter will govern. If you have any questions about any of these provisions, or if you would like to discuss possible modifications, please contact me.

1. Identity of Client; Scope of Representation. The Firm’s client, for purposes of this representation, and any additional services provided as contemplated by this agreement, is Metro, and not any of its member agencies, directors, officers, employees, subsidiaries, affiliates or insurers. This means we will not have a conflict of interest if we represent other clients of the Firm in matters in which those other clients are adverse to parties having any of the specified relationships with Metro. We will, however, endeavor to avoid acceptance of matters involving Metro’s member agencies which affect Metro. When permitted under our ethical obligations, it is our practice to notify the joint powers authority when the Firm undertakes representation adverse to one of its members.

Metro has engaged the Firm to advise and represent it in connection with negotiation of agreements related to the Pure Water program of the City of San Diego. We also agree to

procopio.com



provide any legal services you may request which we are qualified to perform. As to all services, the terms of this letter and of the General Terms will apply, unless superseded by another written agreement between us.

2. Deposit for Fees and Costs and Expenses. We are not requesting any deposit at this time. However, you agree that we may require a deposit with the Firm which would not represent an estimate of anticipated Fees and Costs. The Firm reserves the right at any time to require that the deposit be made or that a new deposit in an amount determined by the Firm be made to apply against future Fees and Costs, which additional deposit may be in an amount the Firm then estimates may be necessary to complete the representation. Any unused portion of a deposit will be returned upon completion or termination of the Firm's services. Any deposit made by you shall be deposited into the Firm's general trust account. Under applicable law, interest on attorneys' trust accounts for clients is payable to a State fund for legal services to the indigent, unless clients specifically elect separate trust accounts. If you desire to have your deposit placed in a trust account with interest payable to you, you must so advise the Firm and provide to the Firm your taxpayer identification number on a W-9 form. The Firm's trust accounts are held in approved financial institutions and bear interest at the bank's rates for this type of account. The bank, however, is subject to change at the Firm's discretion. Your execution of our Letter of Engagement constitutes your consent to the deposit of your initial deposit and any subsequent deposits by you into one of the Firm's trust accounts in a financial institution.

3. Fees and Expenses. Our fees will be based primarily on the amount of time spent by our lawyers, paralegals and other timekeepers on Metro's behalf. At present it is anticipated that Greg Moser will be the attorney primarily responsible for advising Metro, primarily supported by Adriana Ochoa and Tracie Stender. We will charge \$350 per hour for their work through December 31, 2019. This rate will be thereafter increased by approximately 3% to \$362, subject to further annual adjustments.

In addition to our fees, we will be entitled to payment or reimbursement for costs and expenses as set forth in the General Terms.

If you have any questions or concerns about any of our statements for fees and expenses, please contact me promptly so that we can discuss your questions or concerns, and I can respond appropriately.

4. Staffing. Although Greg will be primarily responsible for this engagement, various portions of the work may be delegated to other partners of the Firm, associate, staff and of counsel lawyers, paralegals and other timekeepers as the Firm deems appropriate in the circumstances.

5. Representation of City of San Diego. As attorneys, we are governed by specific rules relating to our representation of clients when conflicts of interest exist or where there is a significant risk that our representation may be materially limited by our duties to another clients. Our firm is special counsel to the City of San Diego ("City") on matters unrelated to this scope of work. We have requested, and the City has agreed to

consent to our undertaking this work, so we may represent you and take positions adverse to the City's interests. Under the City's policy, if consent is given, attorneys of the Firm who have performed work for the City will be screened from any participation in and communications regarding our work for Metro. None of the attorneys identified in our December 2018 Statement of Qualifications or this letter would be affected by such screening, other than, Greg Moser and John Lemmo who have in the past done limited, unrelated work for the City. The City has agreed to consent to their work for Metro, provided they do no additional work for the City and are screened from any future matters the Firm undertakes for the City.

Rule 1.7 of the California Rules of Professional Conduct Provides in relevant part:

(a) A lawyer shall not, without informed written consent from each client and compliance with paragraph (d), represent a client if the representation is directly adverse to another client in the same or separate matter.

(b) A lawyer shall not, without informed written consent from each affected client and compliance with paragraph (d), represent a client if there is a significant risk the lawyer's representation of the client will be materially limited by the lawyer's responsibilities to or relationships with another client, a former client, a third person or by the lawyer's own interests.

(d) Representation is permitted under this rule only if the lawyer complies with paragraphs (a) [and] (b) ..., and:

(1) the lawyer reasonably believes that the lawyer will be able to provide competent and diligent representation to each affected client;

(2) the representation is not prohibited by law; and

(3) the representation does not involve the assertion of a claim by one client against another client represented by the lawyer in this same litigation or proceeding before a tribunal.

(e) For purposes of this rule, "matter" includes any judicial or other proceeding, application, request for a ruling or other determination, contract, transaction, claim, controversy, investigation, charge, accusation, arrest or other deliberation, decision or action that is focused on the interests of specific persons, or a discrete and identifiable class of persons.

"Informed consent" means a person's agreement to a proposed course of conduct after the lawyer has communicated and explained (i) the relevant circumstances and (ii) the material risks, including any actual or reasonably foreseeable adverse



consequences of the proposed course of conduct. "Informed written consent" means that the disclosure and the consent required must be in writing.

Because your interests may be inconsistent with the interests of the City of San Diego, under the ethical standards discussed above, we are required to bring this matter to your attention and to obtain your consent before representing you in this matter.

Accordingly, we request that you signify your informed written consent to this representation by signing and returning this letter to us. We encourage you to seek independent counsel regarding the import of this consent, if you so desire, and we emphasize that you remain completely free to seek independent counsel at any time even if you decide to sign the consent set forth below.

If the foregoing reflects your understanding of the terms and conditions of our representation, please indicate Metro's acceptance by executing a copy of this letter in the space provided below and returning it to our office. The individual signing this agreement on behalf of Metro represents and warrants that he or she has all requisite authority to bind Metro to the terms of this agreement.

We are pleased to have this opportunity to be of service and to work with the Metro Wastewater Joint Powers Authority.

Sincerely,

A handwritten signature in blue ink that reads "Greg V. Moser".

Gregory V. Moser

Agreed to and accepted:

Metro Wastewater Joint Powers Authority

Date: _____

By: _____

Name Printed: _____

Title: _____



General Terms of Engagement

Thank you for selecting Procopio, Cory, Hargreaves & Savitch LLP (the “Firm”) to represent you. These General Terms of Engagement will apply to the relationship between the Firm and you, except as modified by the Letter of Engagement or other written agreement between you and the Firm. Experience has shown that the attorney-client relationship works best when there is a mutual understanding between the Firm and its client regarding the terms of that relationship. We encourage you to discuss with us any questions you may have at any time concerning these terms.

1. **Identity of Client.** The Firm undertakes to represent only the persons and entities it has expressly agreed to represent and has acknowledged or identified as its clients. If there is a Letter of Engagement or other agreement regarding representation, the Firm’s only client or clients in the matter to which the representation relates are the persons or entities identified as such in that Letter of Engagement or other agreement. A client’s incorporators, promoters, organizers, partners, members, directors, officers, employees, subsidiaries, parents, other affiliates, family members, related interests, or insurers are referred to herein collectively as the client’s “Affiliates”. In agreeing to represent a client, the Firm does not undertake to represent any of that client’s Affiliates, and, unless otherwise expressly agreed by the Firm in writing, the client’s Affiliates will not be clients of the Firm.

2. **Communications.** Communications between you and the Firm may be made in person, via telephone, including via mobile phone, via facsimile or via electronic mail, and you hereby authorize communication by all such means. Please understand that electronic communication is not an absolutely secure method of communication. You acknowledge and accept the risks inherent in such communication and authorize the Firm to use electronic communication means to communicate with you or others necessary to effectively represent you. If there are certain documents with respect to which you wish to maintain absolute confidentiality, it is imperative that you advise the Firm in writing not to send those documents via electronic communications, and the Firm will comply with your request.

3. **Engagement of the Firm.** You understand that no particular result, compensation or recovery is, or can be, guaranteed or promised by the Firm in rendering legal services requested by you for any particular matter. The Firm undertakes only to render legal services requested by you and accepted by the Firm. It is understood that you are not relying on the Firm for business, investment or accounting decisions or to investigate the character or credit of persons with whom you may be dealing.

4. **Post-Engagement Matters.** You have engaged the Firm to provide legal services in connection with the specific matter described in the Letter of Engagement. After completion of the matter, changes may occur in applicable laws or regulations that could have an impact on your future rights and liabilities. Unless you engage the Firm to provide additional advice on issues arising from the matter, the Firm has no continuing obligation to advise you with respect to future developments. This also includes any continuing obligation, whether during or after our engagement, to monitor future filings that may be necessary, including, but not limited to, filings of annual reports and returns, filings under

the Uniform Commercial Code (including a Continuation Statement with respect to any UCC-1 Financing Statement), renewals of judgments, and renewals of patents or trademarks.

5. **Fees.** Unless a separate Alternative Fee Agreement is approved in writing by you and the Firm, the Firm's compensation for legal services rendered for your matters ("Fees") will not be a fixed amount but rather will be an amount based primarily upon the time devoted to your matters, including, but not limited to, consultations, correspondence, meetings, telephone calls, negotiations, factual investigations and analyses, legal research and analyses, document preparation and revision, court appearances, travel on your behalf and all other work related to your matters. The hourly billing rates of the Firm's lawyers and paralegals vary depending upon their experience, and the Firm's total fees vary depending upon the novelty and difficulty of the questions involved, the skill required to perform the legal service properly, the skill and experience of opposing counsel, the responsibilities assumed, the time limitations imposed by you or the circumstances, the seriousness of the consequences, the results obtained and other considerations permitted or required by applicable Rules of Professional Conduct. The Firm's hourly rates are subject to change periodically, usually on January 1, except as noted above. The Firm may utilize the services of independent contract attorneys on your matters and may charge you more than the Firm pays such attorneys for their services. You are responsible for, and will pay, all Fees. In certain litigation matters, the court has the power to order that your fees are to be reimbursed, in whole or in part, by the other party; however, you are responsible for all Fees without regard to the amount of any fee award by the court and without regard to whether those Fees are ultimately reimbursed to you by the other party.

6. **Costs and Expenses.** In addition to our Fees, the Firm will be entitled to payment or reimbursement for costs and expenses incurred in performing our services, including, but not limited to, photocopying, messenger and delivery service, computerized research, outside research and document retrieval services, travel (including mileage, parking, airfare, lodging, meals and ground transportation), communication expenses (e.g., international long distance telephone charges, telecopy charges), clerical overtime, court costs, filing fees and fees of other third parties consulted by the Firm in the course of its representation of you. Some of these charges may include a mark-up for overhead and administration. Electronically Stored Information (ESI) processing conducted as a necessary part of the Firm's representation of you will be billed to you as a Cost. The Firm maintains its own in-house ESI Data Processing Center. In some instances, ESI processing may be outsourced to a qualified ESI processing vendor. In such instances, you, and not the Firm, shall be responsible for the timely payment of invoices received from such outside vendor. The Firm reserves the right to require you to (i) engage or pay directly any third party consultant, expert witness, vendor or other party engaged on your behalf, (ii) pay all outside costs directly to the vendor and/or (iii) provide Firm a cash deposit for Costs to be incurred.

7. **Deposit for Fees and Costs and Expenses.** You may be required to deposit with the Firm an initial deposit to be applied automatically to pay Fees and Costs incurred on your behalf. This deposit does not represent an estimate of anticipated Fees and Costs. The Firm reserves the right at any time to require that the deposit be replenished or that a new deposit in an amount determined by the Firm be made to apply against future Fees and

Costs, which additional deposit may be in an amount the Firm then estimates may be necessary to complete the representation. Any unused portion of your initial or additional deposit will be returned upon completion or termination of the Firm's services. Any deposit made by you shall be deposited into the Firm's general trust account. Under applicable law, interest on attorneys' trust accounts for clients is payable to a State fund for legal services to the indigent, unless clients specifically elect separate trust accounts. If you desire to have your deposit placed in a trust account with interest payable to you, you must so advise the Firm and provide to the Firm your taxpayer identification number on a W-9 form. The Firm's trust accounts are held in approved financial institutions and bear interest at the bank's rates for this type of account. The bank, however, is subject to change at the Firm's discretion. Your execution of our Letter of Engagement constitutes your consent to the deposit of your initial deposit and any subsequent deposits by you into one of the Firm's trust accounts in a financial institution.

8. **Third-Party Payment of Fees and Costs.** You may arrange for a third-party to be responsible for payment of Fees and Costs that will become due hereunder. However, if the third-party fails for any reason to pay the Firm's statements as they become due, you will remain responsible for payment of such. Please understand that the attorney/client relationship will exist only between the Firm and you and that the third-party will have no right to information regarding your matter nor any right to direct the Firm in providing the services herein unless specifically approved by you. Your execution of the Letter of Engagement shall constitute your acknowledgment that you have been fully advised of this arrangement and have consented to such. You should also understand that if you arrange for a third-party to be responsible for payment of Fees and Costs, then the Firm is authorized to direct its invoices to said third-party, and you acknowledge that said invoices may contain confidential or privileged information regarding the Firm's representation of you.

9. **Monthly Statements.** Unless a different billing cycle is approved by the Firm in writing, Firm generally will issue its statements for Fees and Costs on a monthly basis. The amounts due as stated on the Firm's statements shall be deemed to be correct, conclusive and binding on you unless you notify the Firm in writing within thirty (30) days from the date of the particular invoice that you dispute such charge. The Firm's statements are due and payable upon receipt. All Fees and Costs unpaid for more than thirty (30) days bear interest at the rate of twelve percent (12%) per annum on the unpaid amount. If you fail to pay the Firm's statements within thirty (30) days of the statement date, the Firm reserves the right to require an additional deposit in an amount determined by the Firm or to terminate representation. In addition, in the event you fail to pay the Firm's statements within thirty (30) days of the statement date, the Firm reserves the right to require a current financial statement from you and further reserves the right immediately to cease advancing any Costs on your behalf with respect to the matters in which the Firm represents you.

10. **Estimates.** Although the Firm may from time to time, for your convenience, provide estimates of fees or expenses that we anticipate will be incurred, these estimates are subject to unforeseen circumstances and are by their nature inexact. As a result, the actual fees and expenses most likely will be more or less than the Firm's estimate. No fee estimate shall be deemed or construed to establish a fixed, maximum or minimum fee, and

the Firm will not otherwise be bound by any estimates, unless expressly otherwise provided by written agreement with you. You shall pay the Firm's fees and costs actually billed to you regardless of any estimate.

11. **Preservation of Evidence.** In the event you are retaining the services of the Firm for purposes of representation in a litigation or arbitration matter or in a matter in which you may make a claim against a third party or a third party may make a claim against you, it is imperative that you secure and maintain all documents, both written and electronic, including emails and voicemails, which may be relevant to the claim or potential claim. Preservation extends not only to your office computers, but also to cloud storage locations, personal computers, laptops, smartphones and home computers on which information relevant to the claim or potential claim may be present. Preservation also extends to any information which you may have posted on any social media website; you may not alter or delete any such information. It is imperative that you confer with the Firm attorney responsible for your matter immediately concerning preservation and possible collection of all potentially relevant documents and information and that a "Litigation Hold" be properly maintained until the representation has been concluded.

12. **Arbitration and Waiver of Jury Trial.**

a. Any dispute between you and the Firm arising out of, or relating to, the Letter of Engagement or any services rendered pursuant to such, including, without limitation, claims of malpractice, errors or omissions, negligence, breach of contract, or any other claim of any kind regardless of the facts or legal theories, shall be finally and exclusively settled by mandatory binding arbitration in San Diego, California, before an arbitrator selected from and administered by the San Diego office of Judicate West in accordance with Judicate West's then existing rules of practice and procedure. Such arbitration shall be conducted in accordance with California Code of Civil Procedure § 1282 et seq., including, but not limited to, Section 1283.05, with each party to bear its own costs and attorneys' fees and disbursements. Such arbitration shall be conducted before a single arbitrator. The arbitrator shall have no authority to rescind, reform or modify the Letter of Engagement. The arbitrator shall be exclusively authorized to determine whether the provisions of this section apply to a dispute in which case the provisions of this section shall provide the exclusive means for obtaining relief for any claim arising out of or relating to such a dispute. The arbitrator shall not have the power to commit errors of law or legal reasoning, and the award may be vacated or corrected on appeal to a court of competent jurisdiction, for any such error. A judgment on a binding arbitration award may be entered in the Superior Court for the County of San Diego, State of California.

b. Notwithstanding the binding arbitration agreement set forth in subparagraph (a) above, in the event of a fee dispute between the Firm and you, you are entitled to participate in fee arbitration through the San Diego County Bar Association, pursuant to Business & Professions Code §§ 6200-6206. In the event you elect not to participate in fee arbitration pursuant to the Business & Professions Code, the Firm and you will resolve the fee dispute pursuant to the binding arbitration agreement set forth in subparagraph (a) above. If you do elect to participate in such a fee arbitration but reject an

award issued therein by, among other things, requesting a trial de novo, the trial de novo will consist of a binding arbitration conducted pursuant to the agreement set forth in subparagraph (a) above.

c. You and the Firm mutually acknowledge that, by this agreement to arbitrate, you and the Firm each irrevocably waive the right to a court or a jury trial.

d. You have the right to consult with separate legal counsel at any time as to any matter, including whether to enter into the Letter of Engagement and to consent to this agreement to arbitrate.

13. **Termination.** You have the right to discharge the Firm at any time upon advance written notice to the Firm. The Firm reserves the right to withdraw as legal counsel to you at any time upon written notice to you. If the Firm withdraws or is terminated, the following provisions shall govern the rights and duties of Client and the Firm:

a. The Firm will reasonably cooperate with you to retain other counsel;

b. You will provide all consents reasonably necessary to effect such withdrawal or termination;

c. Files for the matter shall be made available to you;

d. You shall pay to the Firm all costs incurred by the Firm to provide said files to you or to your new counsel, including costs of labor, time and out-of-pocket expenses associated with copying, retrieving and processing your files, in both paper and electronic form; and

e. You shall pay promptly upon receipt of an invoice thereafter all Fees and Costs incurred prior to termination.

Please note that in the event the Firm has provided no legal services to you for a period of twelve (12) consecutive months, the representation of you in the matter in which you engaged the Firm shall be deemed concluded and the attorney-client relationship between you and the Firm shall be deemed terminated.

14. **Retention of Files.** After the Firm's services conclude, the Firm will, upon your request, and at your cost, deliver files for your matters to you, along with any funds or property of you in the Firm's possession. If you request delivery of your files, you agree to pay all costs of labor, time and out-of-pocket costs associated with copying, retrieving and processing such files in both paper and electronic form. If you do not request the file for your matter, the Firm will retain it, either in its original form or on microfilm, microfiche, disk or electronically for a period of ten (10) years after conclusion of the representation in the matter. The Firm undertakes no obligation to retain electronic mail or voicemail. If you do not request delivery of the file for the matter before the end of the ten-year period, the Firm will have no further obligation to retain the file and may, at its discretion, destroy it without further notice to you. At any point during the ten-year period, you may request delivery of the

file. The Firm reserves the right to purge from your file at any time attorney notes, research memoranda and other work product of Firm attorneys.

15. **Insurance.** If you have insurance, there may be policy provisions that provide coverage for potential liability and/or attorneys' fees and costs applicable to the legal services to be rendered. It is your responsibility to advise the Firm whether any such insurance exists. The Firm maintains errors and omissions insurance coverage.

16. **Promotional and Publicity.** You agree that the Firm may identify you as a client of the Firm on its website, in marketing materials and to third parties. You hereby grant to the Firm the right and license to use, copy and publish your company name and logo on the Firm's website and in newspapers, journals, other media and/or marketing materials describing the Firm's services for the purpose of identifying you as a client of the Firm. In addition, after public announcement of any material transaction consummated with its assistance, the Firm may include your name and a description of the services provided on its website and in marketing materials which shall refer solely to publicly available information regarding the transaction. Such information may also be disclosed to current or prospective clients of the Firm and to other third parties.

17. **General.** No change, waiver or modification of any of the terms of these General Terms of Engagement or the Letter of Engagement shall be effective unless confirmed in writing and executed by the Firm. The Letter of Engagement and these General Terms of Engagement set forth the entire agreement between the Firm and you concerning your engagement of the Firm. The Firm has not made any representations or promises (including binding estimates of Fees or Costs) to you. If any provision of the Letter of Engagement or of these General Terms of Engagement is invalidated by a final judgment, the remaining provisions shall remain in full force and effect. The Letter of Engagement and these General Terms of Engagement are binding on the respective successors and assigns of the Firm and you.

Attachment 5 vii

Gavares
Group
Strategic
Plan
Services

THE GAVARES GROUP

Increasing Organizational Effectiveness

March 27, 2019

Chair Jerry Jones
Metro Wastewater Joint Powers Authority
276 4th Ave.,
Chula Vista, CA 92910

Re: Proposal for Consulting Services for the METRO Commission/ Wastewater Joint Powers Authority Strategic Planning Workshop

Dear Mr. Jones,

Thank you for the opportunity to provide consulting services to the San Diego METRO Commission/Wastewater Joint Powers Authority (MC/JPA) and the METRO Technical Advisory Committee's (TAC) strategic planning process. I have had the privilege of designing and facilitating three previous strategic planning workshops for the METRO Commission, and I look forward to serving the group and the community again in this important process. This proposal is a summary of the desired outcomes, scope of services and the costs for the project.

I. Understanding of the MC/JPA's Mission and Strategic Goals

The mission of the METRO Commission is to create an equitable partnership with the San Diego City Council and Mayor on wastewater issues in the San Diego region that ensures fair rates for participating agencies, environmental stewardship, and regionally balanced decisions. The five strategic goals of the San Diego METRO Commission/Joint Powers Authority include the following:

1. Reduce costs and ensure fair rates
2. Create alignment among METRO Commission and METRO JPA members
3. Enhance positive and effective relations with the City of San Diego
4. Create a positive image in the region for the work completed by the participating agencies through the METRO Commission/JPA
5. Identify ways to increase usage of recycled water

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San Diego, CA 92104

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Phone: 619-980-1887

II. Desired Outcomes

The following is a list of desired outcomes and Scope of Services, based on conversations to date and my experience in facilitating the MC/JPA's Strategic Planning Workshops.

1. Convene a forum for METRO Commission and JPA members to discuss key issues on the horizon, constructively address issues identified in the pre-workshop survey, and to develop strategies and action plans for the next two-year period.
2. Develop enhanced Commissioner and METRO TAC member camaraderie, teamwork, focus and commitment to the tasks that lay ahead.
3. Develop clarity and alignment around the mission and strategic goals of the METRO Commission/Wastewater JPA.
4. Identify the top strategic initiatives for each goal.
5. Ensure the TAC is prepared to develop a two-year work plan for the strategic goals and initiatives and appoint leaders and work teams for oversight and implementation.
6. Administer a workshop evaluation process that provides meaningful feedback to the MC/JPA leadership, participants, and the facilitator.

III. Scope of Services and Associated Range of Hours

I will work with you to design the workshop and the process leading up the workshop and will facilitate the workshop to achieve the desired outcomes that have been identified. My proposed approach includes the following:

1. Meet with the METRO Commission Chair, and others on the "Strategic Plan Working Group," to develop clarity as to a) desired outcomes of the process, b) key issues on the horizon for the MC/JPA, c) questions to include in the pre-workshop survey, and d) goals and models for the final strategic plan document. Develop a summary of the key action items and agreements from the meeting. (Range: 2 - 4 hours).
2. Conduct interviews with key members of the METRO Commission/JPA and/or METRO TAC. (Range: 3 - 6 hours)
3. Develop and administer a pre-workshop survey for all METRO Commission/Wastewater JPA and METRO TAC members to: a) gather

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input regarding the workshop objectives, b) identify recent METRO Commission accomplishments and areas for improvement, c) develop a realistic preferred future for the next 2-5 years, and d) identify high priority strategic initiatives for each of the MC/JPA's strategic goals. Develop a "Summary of Pre-workshop Survey" responses. (Range: 7 - 10 hours)

4. Meet with the METRO Commission Chair and the "Workshop Leadership Team" to review the survey summary, draft agenda, roles at the workshop, etc. (Range: 2-4 hours, including preparation, and post-meeting communications).
5. Final preparation, including development of handouts, the power-point slides, and communication with participants (4 hours)
6. Facilitate the workshop. (Range: 6 - 8 hours)
7. Create a written summary of all agreements, action items and discussion notes from the workshop. (Range: 2 - 4 hours)
8. Develop, in partnership with the JPA staff/consultants, or key subject matter experts, the strategic planning document. (Range: 10 - 20 hours)

IV. Cost of Services

The fee range for these services is between \$8,550 and \$14,050, including workshop materials (\$150). This fee range is based on a fee rate of \$2,000/day (\$250/hour), and the approach outlined above with the range of hours between 34 and 56 hours. I will only bill for actual services provided. Costs associated with the facility, AV equipment rental, and food expenses at the workshop will be borne by the MC/JPA.

V. Conclusion

I look forward to assisting the San Diego MC/JPA and METRO TAC in designing and facilitating this important Strategic Planning process. I can be reached at 619-980-1887 and at johngavares@cox.net for follow-up conversations.

Sincerely,

John Gavares

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San Diego, CA 92104

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Attachment 6

MetroTAC
Update/Work
Plan

**Metro TAC Work Plan
Active & Pending Items
March 2019**
Updated Items in Red Italics

Active Items	Description	Member(s)
Muni Transportation Rate Study Working Group	San Diego has hired Carollo Engineers to review the existing transportation rate structure. A work group has been formed to review and give input. First meeting will be in December 2017. Although this is a muni issue it is included on the work plan due to its significance and potential effect on all Metro TAC members. 3/18: Technical consultants to meet with PUD staff and Carollo on 3/22/18 to review model in detail 6/18: JPA technical consultants continue to work with PUD staff on understanding rate calculations <i>1/19: Working group still meeting with PUD staff & consultants.</i>	Roberto Yano Yazmin Arellano Dan Brogadir Carmen Kasner Mark Niemiec Dexter Wilson SD staff
Point Loma Permit Ad Hoc	Metro Commission/JPA Ad Hoc established 9/17. GOAL: Create regional water reuse plan so that both a new, local, diversified water supply is created AND maximum offload at Point Loma is achieved to support legislation for permanent acceptance of Point Loma as a smaller advanced primary plant. Minimize ultimate Point Loma treatment costs and most effectively spend ratepayer dollars through successful coordination between water and wastewater agencies. 10/17: Group has met several times. Discussions are ongoing. 3/18: Group continues to meet at least monthly. 6/18: Group continues to meet monthly. Outreach subgroup formed. <i>1/19: This group continues to meet as needed.</i>	Jerry Jones Jim Peasley Ed Spriggs Bill Baber Steve Padilla Metro TAC staff & JPA consultants
Phase II Pure Water Facilities Working Group	Created to work with SD staff & consultants on determining Phase II facilities. <i>1/19: Work group has eliminated two alternatives and continues to review updated facilities and their costs. Presentation to Metro TAC by Stantec re: Phase 2 Flows and Loads. Copy attached to Metro TAC minutes.</i>	Roberto Yano Seval Sen Scott Tulloch Dexter Wilson SD staff & consultants
Residuals Management Working Group	This working group was formed to continue work on Sections 2.9.2 and 2.9.3 of the Amended and Restated Agreement regarding the potential transfer of the East Mission Gorge Pumps Station and the disposal, treatment, or transfer of residuals. <i>1/19: Group continues to meet. 3/19: Working Group has been meeting w/Padre Dam, Coronado, & Otay.</i>	Eric Minicilli Yazmin Arellano Dan Brogadir Seval Sen Scott Tulloch Dexter Wilson SD staff & consultants
Phase I Financial Implementation Work Group	This working group was formed to continue to work on Section 2.9.1 and other financial implementations issues associated with the Amended Restated Agreement. <i>1/19: Working group had formation meeting. Has prepared draft task list and task assignments for group members and SD staff. Will meet at least monthly until tasks are complete. Ownership of EMGPS determined. Appraisal in complete.</i>	Karyn Keese Dexter Wilson SD staff & consultants
Phase II Disposal Agreement Working Group	This group replaces the Debt Allocation Working Group with the approval of the Amended and Restated Agreement for Phase 1. <i>1/19: Group will start meeting in February</i>	Roberto Yano Karyn Keese Scott Tulloch Dexter Wilson SD staff & consultants

**Metro TAC Work Plan
Active & Pending Items
March 2019**
Updated Items in Red Italics

Active Items	Description	Member(s)
Pretreatment Working Group	Formed to work with San Diego on new standards for industrial waste discharge. <i>1/19: SD has received draft report from consultant but has sent back for revisions. Second draft will be reviewed by working group.</i>	Yazmin Arellano Mark Niemiec Ed Walton Beth Gentry Dexter Wilson SD Staff & Consultants
JPA Website Update Working Group	The JPA Website, especially the New Director Manual, has not been updated for several years. As we have several new Directors, the manual needs to be updated. <i>1/19: Working group formed. First meeting 2/20/19.</i>	Roberto Yano Karyn Keese Lori Peoples Susan Spotts
Exhibit E Audit	<i>1/19: FYE 2017 fieldwork complete. 3/19: FYE 2018 entrance conference complete. Sample selection complete.</i>	Karen Jassoy Karyn Keese Dexter Wilson
IRWMP	Members should monitor funding opportunities at: http://www.sdirwmp.org <i>1/19: PA representatives continue to report monthly at Metro TAC 3/19: Minutes from 3/20/19 Meeting attached to work plan.</i>	Yazmin Arellano Beth Gentry
Strength Based Billing Evaluation	San Diego will hire a consultant every three years to audit the Metro metered system to insure against billing errors. <i>1/19: 2019 is the year for the billing review. Scope to be discussed at Financial Implementation Work Group and then brought to TAC. This group combined w/ Sample Rejection Protocol Working Group. SBB workshop by SD staff still outstanding. 3/20: JH will provide training schedule for SBB at April TAC meeting.</i>	Dan Brogadir Dennis Davies? Karyn Keese Mark Niemiec Dexter Wilson SD Staff
Changes in water legislation	Metro TAC and the Board should monitor and report on proposed and new legislation or changes in existing legislation that impact wastewater conveyance, treatment, and disposal, including recycled water issues	Inactive; Members added as needed

Metro TAC Participating Agencies Selection Panel Rotation

Agency	Representative	Selection Panel	Date Assigned
County of San Diego	Dan Brogadir	As-Needed Condition Assessment Contract	3/24/2015
Chula Vista	Roberto Yano	Out on Leave	6/10/15
La Mesa	Greg Humora	North City to San Vicente Advanced Water Purification Conveyance System	6/10/15
Poway	Mike Obermiller	Real Property Appraisal, Acquisition, and Relocation Assistance for the Public Utilities Department	11/30/15
El Cajon	Dennis Davies	PURE WATER RFP for Engineering Design Services	12/22/15
Lemon Grove	Mike James	PURE WATER RFP Engineering services to design the North City Water reclamation Plant and Influence conveyance project	03/16/15
National City	Kuna Muthusamy	Passes	04/04/2016
Coronado	Ed Walton	As-Needed Environmental Services - 2 Contracts	04/04/2016
Otay Water District	Bob Kennedy	As Needed Engineering Services Contract 1 & 2	04/11/2016
Del Mar	Eric Minicilli	Pure Water North City Public Art Project	08/05/2016
Padre Dam	Al Lau	Biosolids/Cogeneration Facility solicitation for Pure Water	08/24/2016
County of San Diego	Dan Brogadir	Pure Water North City Public Art Project	08/10/2016
Chula Vista	Roberto Yano	Design Metropolitan Biosolids Center (MBC) Improvements Pure Water Program	9/10/2016
La Mesa	Greg Humora	Design of Metropolitan Biosolids Center (MBC) Improvements	9/22/16
Poway	Mike Obermiller	Electrodialysis Reversal (EDR) System Maintenance	12/7/16
El Cajon	Dennis Davies	As-Needed Construction Management Services for Pure Water	3/13/17
Lemon Grove	Mike James	Morena Pipeline, Morena Pump Station, Pure Water Pipeline and Dechlorination Facility, and the Subaqueous Pipeline	8/7/17
National City	Vacant	North City and Miramar Energy Project Landfill Gas and Generation- Pass	1/31/2018
Coronado	Ed Walton	North City and Miramar Energy Project Landfill Gas and Generation	1/31/2018
Otay Water District	Bob Kennedy	As Needed Engineering Services - Contracts 3 and 4 (H187008 & H187009)	2/16/2018
Del Mar	Joe Bride	Request for Proposal Owner Controlled Insurance Program (OCIP) Pure Water – 1 st email sent on 5/23/18 & 2 nd email sent on 5/29/18	5/23/18
Padre Dam	Al Lau	Request for Proposal Owner Controlled Insurance Program (OCIP) Pure	5/31/18

		Water (Mark Niemiec will participate)	
County of San Diego	Dan Brogadir	Request for Owner Controlled Insurance Program Interview (Pure Water)	2/25/19
Chula Vista	Frank Rivera Beth Gentry	Request for Owner Controlled Insurance Program Interview (Pure Water)	2/26/19
Imperial Beach	Eric Minicilli		
La Mesa	Hamed Hashemian		
Poway	Mike Obermiller Rudy Guzman		
El Cajon	Dennis Davies Yazmin Arellano		
Lemon Grove	Mike James		
National City	Roberto Yano		
Coronado	Ed Walton		
Otay Water District	Bob Kennedy		
Del Mar	Joe Bride		
Padre Dam	Mark Niemiec Sen Seval		
County of San Diego	Dan Brogadir		
Chula Vista	Frank Rivera		
Imperial Beach	Eric Minicilli		
La Mesa	Hamed Hashemian		
Poway	Mike Obermiller Rudy Guzman		
El Cajon	Dennis Davies Yazmin Arellano		
Lemon Grove	Mike James		
National City	Roberto Yano		
Coronado	Ed Walton		
Otay Water District	Bob Kennedy		
Del Mar	Joe Bride		
Padre Dam	Mark Niemiec Sen Seval		
County of San Diego	Dan Brogadir		
Chula Vista	Frank Rivera		
Imperial Beach	Eric Minicilli		
La Mesa	Hamed Hashemian		

Sewer Rate Comparison for Metro Participating Agencies
Single Family Monthly Rates Based on 7 HCF of Water Usage
Effective March 1, 2019 for FY 2019

