



Regular Meeting of the Metro Commission and Metro Wastewater JPA

AGENDA

Thursday June 4, 2020 - 12:00 p.m.

"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."

DUE TO THE STAY AT HOME ORDER IN CALIFORNIA AND IN ACCORDANCE WITH THE GOVERNOR'S EXECUTIVE ORDERS N-25-20 AND N-29-20, MEMBERS OF THE METRO COMMISSION/METRO JPA WILL BE PARTICIPATING REMOTELY FOR THIS MEETING AND THERE WILL BE NO LOCATION FOR IN-PERSON ATTENDANCE. METRO COMMISSION/METRO JPA IS PROVIDING ALTERNATIVES TO IN-PERSON ATTENDANCE FOR OBSERVING AND PARTICIPATING IN THE MEETING. FURTHER DETAILS ARE BELOW.

Note: Any member of the public may provide comments to the Metro Commission/Metro JPA on any agenda item or on a matter not appearing on the agenda, but within the jurisdiction of the Commission/JPA. Public comments must be submitted to lpeoples@chulavistaca.gov. Please indicate whether your comment is on a specific agenda item or a non-agenda item. When providing comments to the Commission/JPA, it is requested that you provide your name and city of residence for the record. Commenter's are requested to address their comments to the Commission/JPA as a whole through the Chair. Comments are limited to four hundred (400) words. If you have anything that you wish to be distributed to the Commission/JPA, please provide it to the Secretary via lpeoples@chulavistaca.gov, who will distribute the information to the members. It is requested that comments and other information be provided at least two (2) hours before the start of the meeting. All comments received by such time will be provided to the Commission/JPA members in writing. In the discretion of the Chair, the first five (5) comments received on each agenda item, or on non-agenda matters, may be read into the record at the meeting. Comments received after the two (2) hour limit will be collected, sent to the Commission/JPA members in writing, and be part of the public record.

The public may participate using the following remote options:

Teleconference Meeting Webinar

<https://zoom.us/j/94361240977?pwd=TmNmL0lGWXFtcERlVWowUVJDRnZVdz09>

Telephone (Audio Only)

Find your local number: <https://zoom.us/u/aFJBIEEXa>

Documentation
Included

1. ROLL CALL
2. PLEDGE OF ALLEGIANCE TO THE FLAG
3. PUBLIC COMMENT
Opportunity for members of the public to provide comments to the Commission/JPA on any items not on the agenda but within the jurisdiction of the Commission/JPA. Members of the public may use the e-mail noted above to provide a comment.
- X 4. **ACTION:** CONSIDERATION AND POSSIBLE ACTION TO APPROVE THE MINUTES OF THE REGULAR MEETING OF [March 5, 2020](#) (**Attachment**)
- X 5. **ACTION:** CONSIDERATION AND POSSIBLE ACTION TO APPROVE THE COASTAL REMOTE SENSING SPECIAL STUDY OF THE POINT LOMA OCEAN OUTFALL (PLOO) AND SOUTH BAY OCEAN OUTFALL (SBOO) REGIONS (2020-2023) (Ryan Kempster/Ami Latker) (**Attachment**)
- X 6. **ACTION:** CONSIDERATION AND POSSIBLE ACTION TO APPROVE THE TENTH AMENDED JOINT POWERS AGREEMENT (JPA) CONFIRMING THE CREATION OF AN AGENCY KNOWN AS SOUTHERN CALIFORNIA COASTAL WATER RESEARCH PROJECT (SCCWRP) (Peter Vroom) (**Attachment**)
- X 7. **ACTION:** CONSIDERATION AND POSSIBLE ACTION TO APPROVE THE EXPENDITURE OF \$105,796,509 OVER TEN YEARS FOR AN AGREEMENT WITH SAN DIEGO LANDFILL SYSTEMS, LLC FOR SERVICES TO COLLECT, TRANSPORT AND DISPOSE OF BIOSOLIDS GENERATED AT THE METROPOLITAN BIOSOLIDS CENTER (MBC) (Tom Rosales) (**Attachment**)
- X 8. **ACTION:** CONSIDERATION AND POSSIBLE ACTION TO APPROVE THE CONTRACT WITH NMS MANAGEMENT INC., FOR JANITORIAL MAINTENANCE SERVICE AT VARIOUS PUBLIC UTILITIES DEPARTMENT (PUD) FACILITIES AND TREATMENT PLANTS (RFP NO. 10089561-19-L) (Tom Rosales) (**Attachment**)

9. **FINANCE COMMITTEE:**

ACTION: REVIEW AND CONSIDERATION AND POSSIBLE ACTION TO APPROVE THE FY 2021 METRO WASTEWATER JPA BUDGET AND VARIOUS SERVICE AGREEMENTS (Finance Committee Chairman John Mullin)

All items below 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 a. **ACTION:** CONSIDERATION AND POSSIBLE ACTION TO APPROVE THE FY 2021 METRO WASTEWATER JPA BUDGET (Karen Jassoy/Karyn Keese) (**Attachment**)
- X b. **ACTION:** CONSIDERATION AND POSSIBLE ACTION TO APPROVE THE AMENDMENT TO THE TREASURERS CONTRACT WITH PADRE DAM MUNICIPAL WATER DISTRICT FOR FY 2021 (Eric Minicilli) (**Attachment**)
- X c. **ACTION:** CONSIDERATION AND POSSIBLE ACTION APPROVE THE FY 2021 PROFESSIONAL SERVICES AGREEMENT WITH THE KEZE GROUP, LLC FOR FINANCIAL MANAGEMENT SERVICES (Eric Minicilli) (**Attachment**)
- X d. **ACTION:** CONSIDERATION AND POSSIBLE ACTION TO APPROVE THE FY 2021 PROFESSIONAL SERVICES AGREEMENT WITH NV5 FOR ENGINEERING SERVICES (Eric Minicilli/Karyn Keese) (**Attachment**)
- X e. **ACTION:** CONSIDERATION AND POSSIBLE ACTION TO APPROVE THE FY 2021 PROFESSIONAL SERVICES AGREEMENT WITH DEXTER WILSON ENGINEERING FOR ENGINEERING SERVICES (Eric Minicilli/Karyn Keese) (**Attachment**)
- X f. **ACTION:** CONSIDERATION AND POSSIBLE ACTION TO APPROVE THE FY 2021 PROFESSIONAL SERVICES AGREEMENT WITH GRANICUS FOR WEBSITE HOSTING (Eric Minicilli/Nicholaus Norvell) (**Attachment**)
- g. **REVIEW:** FY 2021 BUDGETS FOR LEGAL COUNSEL (BEST BEST & KRIEGER LLP AND PROCOPIO, CORY, HARGREAVES & SAVITCH LLP) (Eric Mincelli/Karyn Keese)
- X 10. METRO TAC UPDATE/REPORT (Standing Item) (**Attachment**) (Roberto Yano)

11. CITY OF SAN DIEGO SECONDARY EQUIVALENCY LEGISLATION (Standing Item) (Shauna Lorange)
12. PURE WATER PROGRAM UPDATE (Standing Item) (Shauna Lorange)
13. IROC UPDATE (Standing Item) (Jerry Jones)
14. PURE WATER AD HOC COMMITTEE UPDATE (Standing Item) (Jerry Jones)
15. FINANCE COMMITTEE (Standing Item) (John Mullin)
16. REPORT OF GENERAL COUNSEL (Standing Item)
17. PROPOSED AGENDA ITEMS FOR THE NEXT METRO COMMISSION/METRO WASTEWATER JPA MEETING **July 2, 2020**
18. METRO COMMISSIONERS' AND JPA BOARD MEMBERS' COMMENTS
19. 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 at our website: <https://www.metrojpa.org>

***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 participate in the Metro Commission/ Metro Wastewater JPA meetings, contact Lori Peoples at lpeoples@chulavistaca.gov. Requests for disability-related modifications or accommodations require different lead times and should be provided at least 72-hours in advance of a meeting.

Metro JPA 2020 Meeting Schedule

January 2, 2020	February 6, 2020	March 5, 2020
April 2, 2020	May 7, 2020	June 4, 2020
July 2, 2020	August 6, 2020	September 3, 2020
October 1, 2020	November 5, 2020	December 3, 2020

ATTACHMENT 4

ACTION MINUTES FOR THE MEETING OF MARCH 5, 2020



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

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

**March 5, 2020
Minutes**

Chairman Jones called the meeting to order at 12:07p.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	Jill Galvez	
City of Coronado	Whitney Benzian	(No representative)
City of Del Mar	Sherryl Parks	
City of El Cajon	Gary Kendrick	
City of Imperial Beach	Ed Spriggs	
City of La Mesa	Bill Baber	
Lemon Grove San District	Jerry Jones	
City of National City	Ron Morrison	(No representative)
City of Poway	John Mullin	
County of San Diego	Dianne Jacob	(No representative)
Otay Water District	Mark Robak	
Padre Dam MWD	Jim Peasley	
Metro TAC Chair	Roberto Yano	

Others present: Metro JPA Assistant General Counsel Nicholaus Norvell - 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; Yazmin Arellano – City of El Cajon; Eric Minicilli – City of Imperial Beach; Hamed Hashemian – City of La Mesa; Mike James – Lemon Grove Sanitation District; Roberto Yano – City of National City; Bob Kennedy – Otay Water District; Allen Carlisle, Augie Scalzitti – Padre Dam Municipal Water District; Eric Heidemann – Poway; Shauna Lorange; Juan Guerreiro, Cyrus Moaveni and Tom Rosales - City of San Diego and Bonny Hsu – Chief Deputy City Attorney, City of San Diego; Dan Brogadir – County of San Diego; Carmen Kasner & Scott Tulloch – NV5 and Dexter Wilson – Dexter Wilson Engineering; Doug Owen - Stantec

2. PLEDGE OF ALLEGIANCE TO THE FLAG

Commissioner Spriggs, City of Imperial Beach, led the pledge.

3. PUBLIC COMMENT

None

4. ACTION: CONSIDERATION AND POSSIBLE ACTION TO APPROVE MINUTES OF THE REGULAR MEETING OF FEBRUARY 6, 2020

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

5. ACTION: CONSIDERATION AND POSSIBLE ACTION TO APPROVE A TEN YEAR AGREEMENT WITH EMERSON PROCESS MANAGEMENT COMNET

Tom Rosales, Deputy Director of Wastewater Treatment Program, Public Utilities Department, City of San Diego and Cyrus Moaveni provided a brief PowerPoint presentation and responded to questions.

Vice Chair Peasley confirmed this is a 10 year contract that we could get out of with a 30 day notice not to exceed \$30 million and that the Pure Water Program is separate.

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

6. INFORMATION: CONSIDERATION FOR SENDING A LETTER FROM THE JPA TO THE CITY OF SAN DIEGO REGARDING PURE WATER SAN DIEGO CONSTRUCTION CONTRACTS

Robert Kennedy of Otay Municipal Water District requested support of the member agencies for the consideration of placement on the JPA letterhead and submittal at the next opportunity of a letter to create an administrative record as in the past.

General discussion ensued regarding the tone of the letter and what should and should not be included.

ACTION: The item was referred back to MetroTAC to work out the issues and to bring a draft letter back for the JPA to review and approve.

7. METRO TAC UPDATE/REPORT

MetroTAC Chair Yano stated that in addition to the items discussed today, the MetroTAC created a subgroup to review the website and heard a Phase 2 Update from the City of San Diego.

8. CITY OF SAN DIEGO SECONDARY EQUIVALENCY LEGISLATION

Shauna Lorange, Director City of San Diego Public Utilities Department stated OPRA II had been introduced to two committees and if not passed by January 2021 it has to be reintroduced. The Mayor's Office has prioritized this item. The next date for the next permit is September 2022 and it has to be submitted 30 days prior. March 2022 is the goal to get OPRA finalized. Additionally they received information that Region 3 of the Water Quality Control Board is attempting to put requirements that wastewater recycled 100% in the next 10 years.

9. PURE WATER PROGRAM UPDATE

Shauna Lorange, Director City of San Diego Public Utilities Department stated that the judge declined injunction to stop the project and stated the case had no merit but then gave AGC two weeks to modify and come back. The City of San Diego is moving ahead and estimates 2-3 months to complete the PLA expecting early fall or earlier if possible. They need to balance funding and can do bridge loans if needed. The stakeholders have been supportive. The State Revolving Funds cannot be used until the court case is finalized.

10. PURE WATER PHASE 2 UPDATE

Doug Owen of Stantec provided a brief PowerPoint presentation.

11. IROC UPDATE

Chair Jones stated he had no update.

12. PURE WATER AD HOC COMMITTEE UPDATE

Chair Jones stated that the committee had not met and he was considering sun setting it and reconstituting it with an updated task.

13. FINANCE COMMITTEE REPORT

Finance Committee Chair Mullin stated that the committee had not met but anticipates possibly meeting in May.

14. REPORT OF GENERAL COUNSEL

Assistant General Counsel Norvell stated that he had no report.

15. PROPOSED AGENDA ITEMS FOR THE NEXT METRO COMMISSION/METRO WASTEWATER SPECIAL JPA MEETING April 2, 2020

None.

16. METRO COMMISSIONERS' AND JPA BOARD MEMBERS' COMMENTS

Commissioner Robak requested consideration of establishment of a potable reuse committee.

Commissioner Baber recused himself from participating in Closed Session out of an abundance of caution and left the meeting at 1:23 p.m.

17. CLOSED SESSION: CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION - INITIATION OF LITIGATION PURSUANT TO GOVERNMENT CODE SECTION 54956.9(d)(4), One (1) potential case

Assistant General Counsel Norvell announced the Closed Session.

The JPA entered into Closed Session at 1:30 p.m.

At 2:05 p.m. the JPA reconvened with all members except Commissioner Baber present and Assistant General Counsel Norvell announced there was no reportable action.

15. ADJOURNMENT

At 2:07 p.m., there being no further business, Chair Jones declared the meeting adjourned.

Recording Secretary

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ATTACHMENT 5

Coastal Remote Sensing Special Study of the Point Loma Ocean Outfall & South Bay Ocean Outfall

**METRO JPA/TAC
Staff Report
Date:**

Project Title:

COASTAL REMOTE SENSING SPECIAL STUDY OF THE POINT LOMA OCEAN OUTFALL (PLOO) AND SOUTH BAY OCEAN OUTFALL (SBOO) REGIONS (2020-2023)

Requested Action:

Recommendations:

Metro TAC:	Present to JPA as an informational item.
IROC:	No IROC presentation planned. Funds for this longstanding agreement are budgeted in the Annual Budget within the Metro Operating Fund and do not require IROC review.
Prior Actions: (Committee/Commission, Date, Result)	N/A

Fiscal Impact:

Is this projected budgeted?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Cost breakdown between Metro & Muni:	100% Metro
Fiscal impact to the Metro JPA:	<p>The total fiscal impact of this agreement is \$804,586 (3 years);</p> <ul style="list-style-type: none">• \$260,308 in Fiscal Year 2021,• \$268,117 in Fiscal Year 2022, and• \$276,161 in Fiscal Year 2023. <p>Funding for this contract is already included in our annual program budget; thus, no budget increase is needed for the scope of this agreement. A portion of this agreement, an annual amount of \$61,785, is funded/reimbursed by the IBWC.</p>

Capital Improvement Program:

New Project?	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input checked="" type="checkbox"/>
Existing Project?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Upgrade/addition <input type="checkbox"/> Change <input type="checkbox"/>

Previous TAC/JPA Action:

N/A

Additional/Future Action:

N/A

City Council Action:

Not yet heard by council – Expected June 2020

Background: *Provide background information on the need for the project*

This project represents a long-term collaboration between the City of San Diego (City), the International Boundary and Water Commission (USIBWC), and Ocean Imaging that was initiated by the Regional Water Quality Control Board (RWQCB) in 2002. The remote sensing services provided by Ocean Imaging

fall under the 'Special Study' requirements of the NPDES permit for the Point Loma Wastewater Treatment Plant, and is a critical component of the City's monitoring program included in the Point Loma NPDES Permit 301(h) Waiver Application. As a result, this project is essential to the Public Utilities Department being able to meet its permit requirements associated with the discharge of wastewater to the Pacific Ocean via the Point Loma Ocean Outfall (PLOO) and South Bay Ocean Outfall (SBOO). Monitoring conducted by Ocean Imaging utilizes various aerial and satellite sensors to detect patterns in natural oceanographic variables, point and non-point source terrestrial runoff, and anthropogenic sources such as San Diego's two large ocean outfalls. Due to the highly technical and tailored services that Ocean Imaging Corp. provides, they are uniquely positioned to conduct this work. Furthermore, Ocean Imaging's existing remote sensing data archive, and customized analysis results linking historical remote sensing, field sampling, and environmental/oceanic parameters, are essential to the City's evaluation of trends in our region. No other organization has such a dataset, or comparable capabilities.

Discussion: *Provide information on decisions made to advance the project*

This program has been ongoing for the past 18 years, after being initiated by the RWQCB in 2002. The RWQCB has since continued to support the continuation of this project as it is consistent with the Board's and City's initiatives to modernize monitoring programs using advanced, scientifically sound technologies to protect the region's coastal marine environment.

Bid Results: *If bidding was done provide bidding format and results*

N/A

Public Utilities Department

Coastal Remote Sensing of the San Diego/Tijuana Region 2020-2023

First Amendment

May 20th, 2020

Peter S. Vroom, Ph.D. (Deputy Public Utilities Director)

Ryan M. Kempster, Ph.D. (Ocean Monitoring Program Manager)

Ami Latker (Marine Biologist III and Contract Coordinator)

1.

Authorize the Mayor to execute an Amendment to the existing contract with Ocean Imaging, Inc. to continue to provide remote sensing services.

2.

Authorize the expenditure of \$804,586 to fund this agreement.

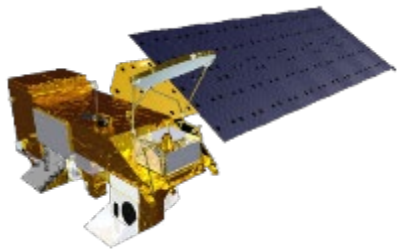


Background and History

Ocean Imaging Inc.

Founded in 1984

Specializes in Satellite Imagery





Background and History

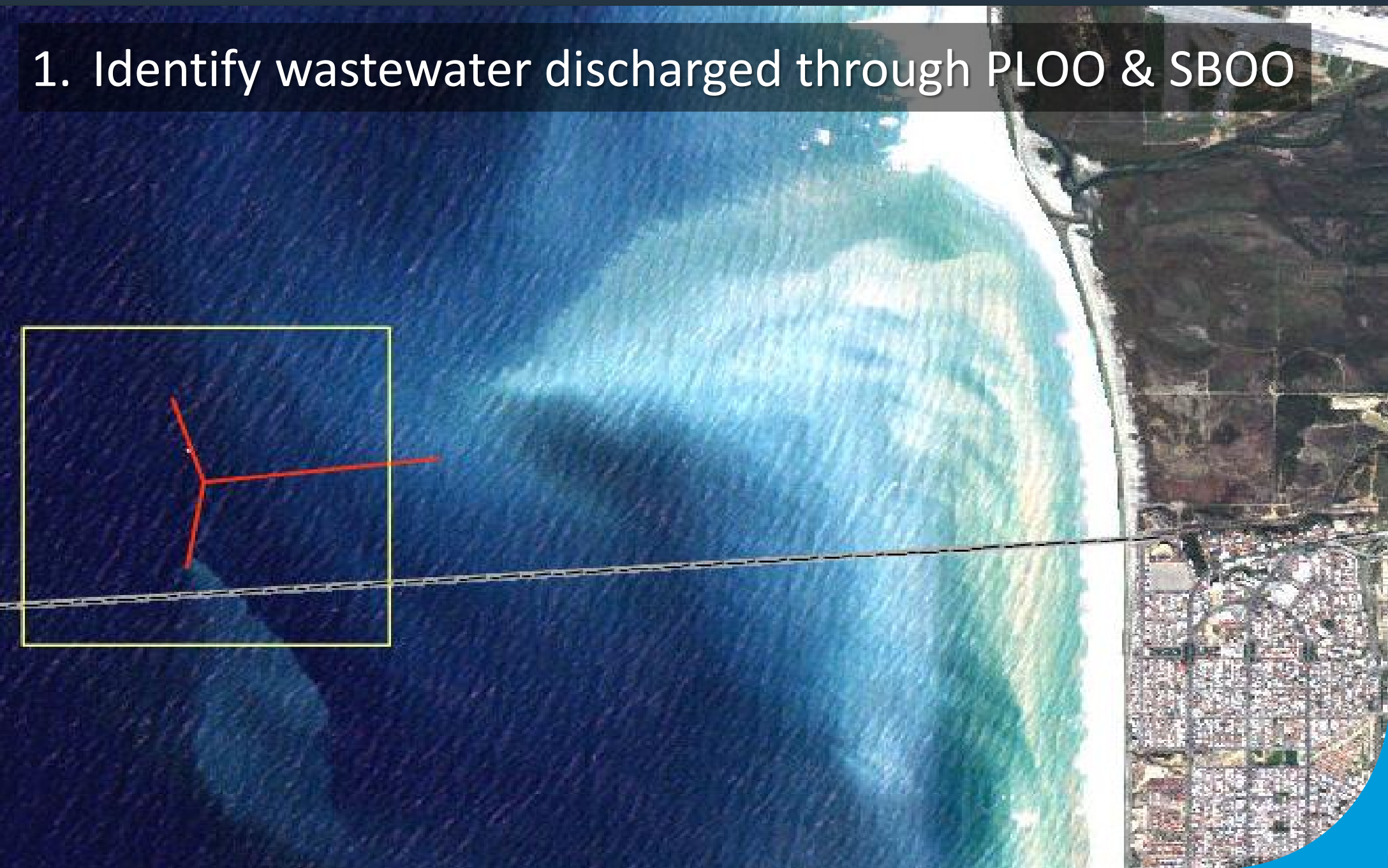
RWQCB Initiated Contract in 2002

Point Loma NPDES 'Special Study'



Special Study Goals

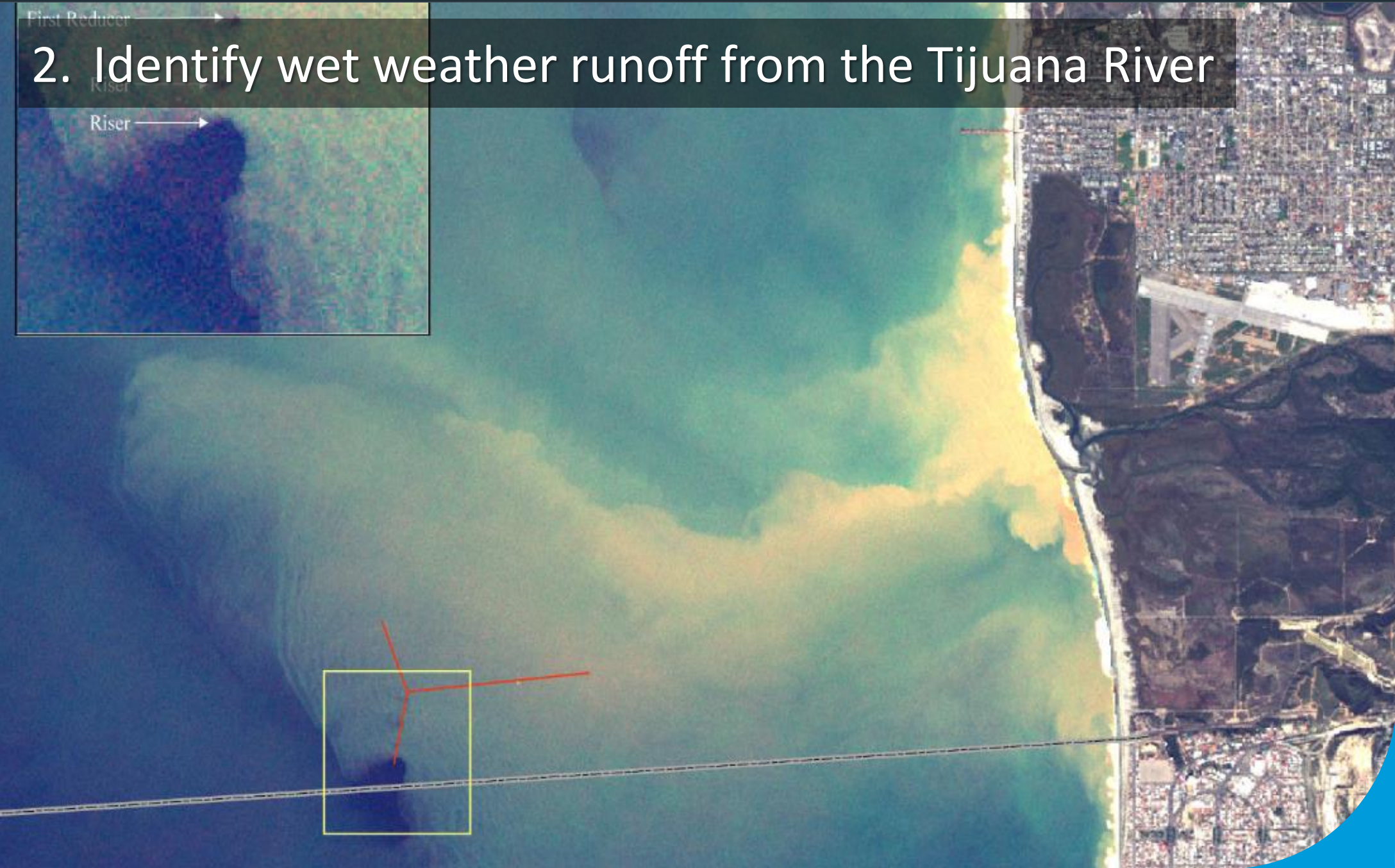
1. Identify wastewater discharged through PLOO & SBOO





Special Study Goals

2. Identify wet weather runoff from the Tijuana River





3. Identify other sources of coastal runoff



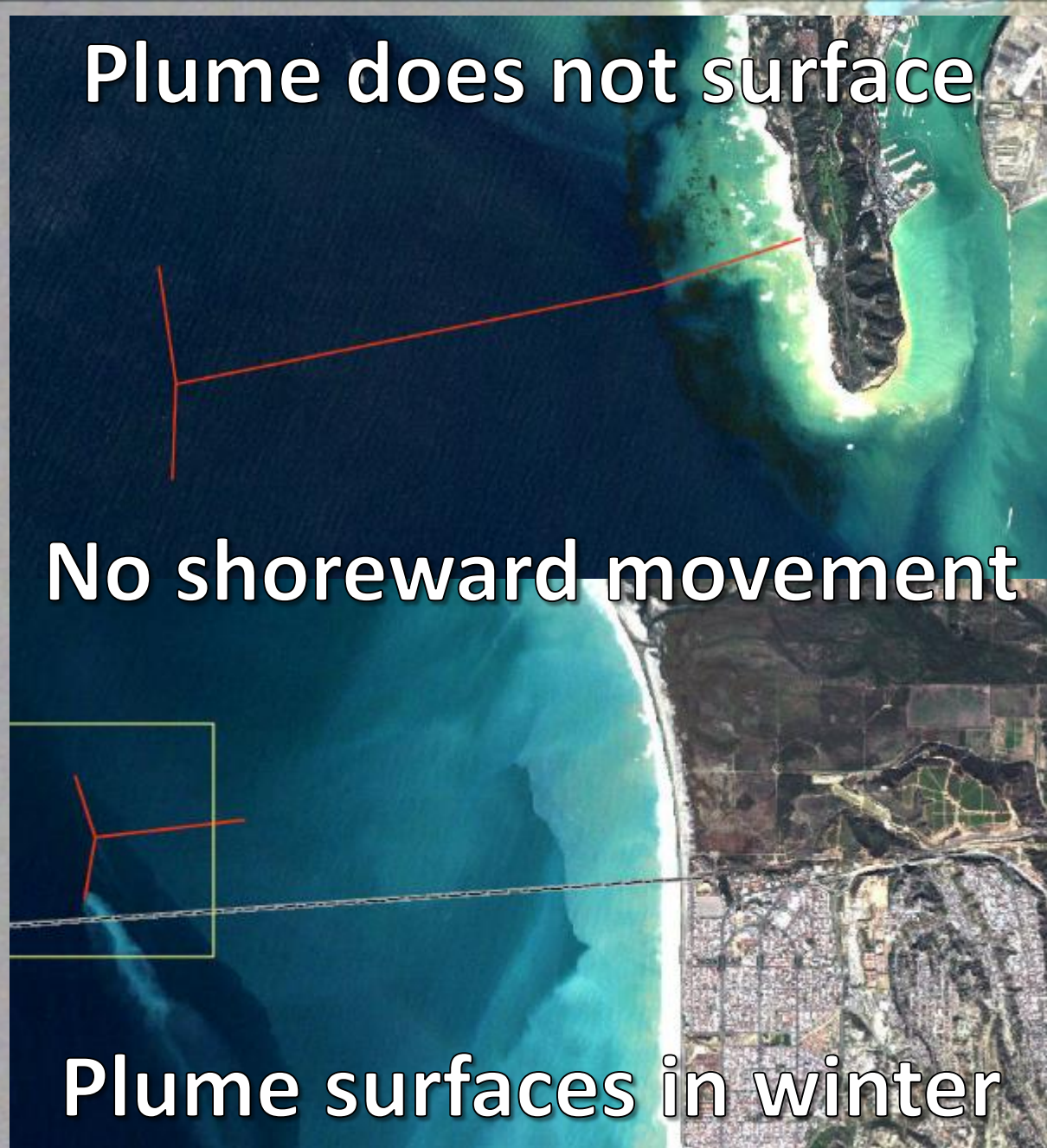
Point Loma

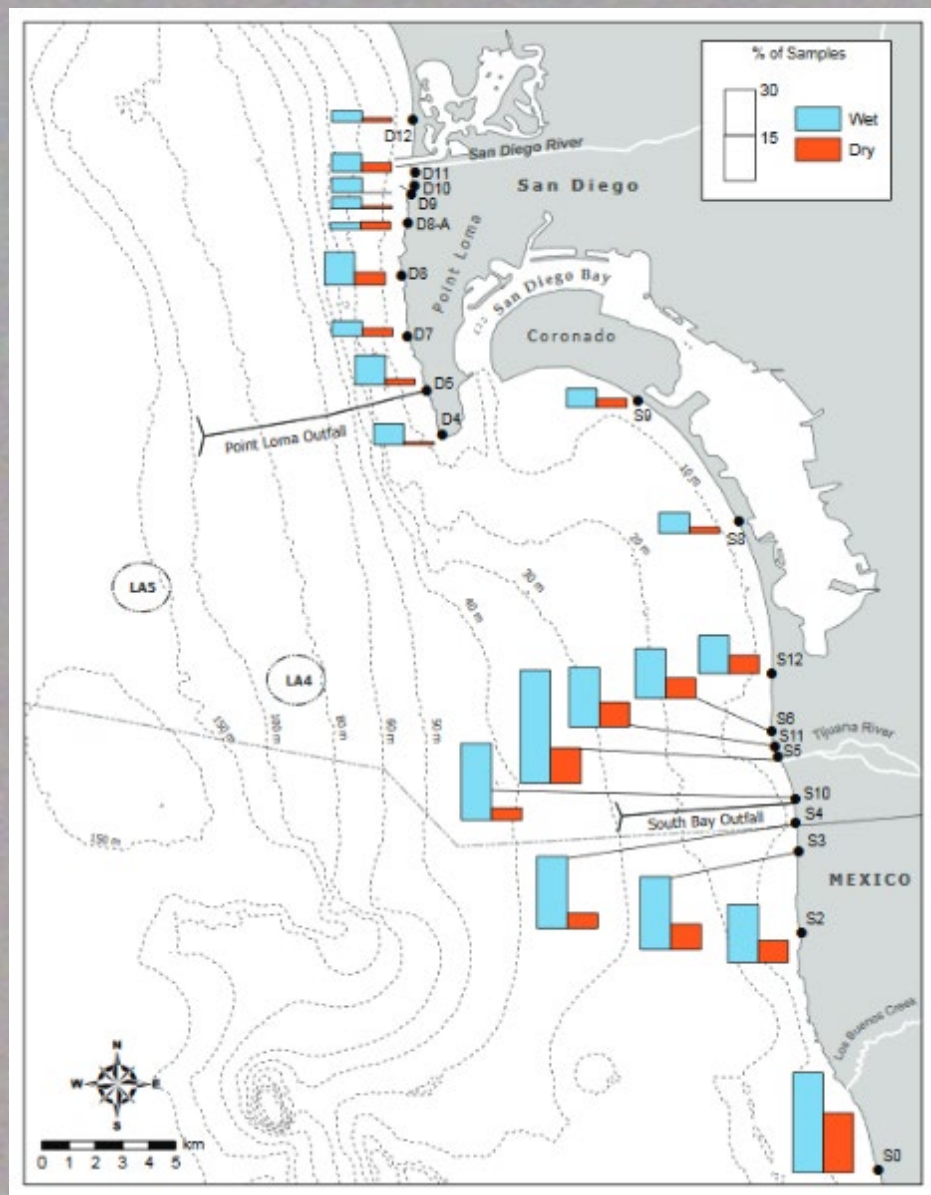
Plume does not surface

No shoreward movement

South Bay

Plume surfaces in winter





98%

of samples in compliance
with Ocean Plan

2%

of samples out of compliance
primarily associated with
wet season runoff



Benefits to the City

1. Represents a significant contribution to the City's enhanced ocean monitoring efforts for the San Diego region.
2. Fulfills a "special study" NPDES permit requirement for the Pt Loma Wastewater Treatment Plant.
3. Provides critical scientific information in support of the City's 301(h) modified permit for Pt Loma.
4. Differentiates effects of wastewater discharge on coastal ecosystems relative to other anthropogenic or natural factors.
5. Continues scientifically unique, long-term program essential to assessing wastewater effects on San Diego coastal environment



Extends agreement with Ocean Imaging through June 2023 (3 years)

Provide satellite imagery of PLOO and SBOO regions

To identify:

1. Wastewater
2. Coastal runoff
3. Other sources of pollution
4. Harmful Algal Blooms (HABs)



Ocean Imaging - Contract Amendment

Budget Requested

FY21 (7/1/2020 – 6/30/2021)	\$260,308
FY22 (7/1/2021 – 6/30/2022)	\$268,117
FY23 (7/1/2022 – 6/30/2023)	\$276,161
<u>Total</u>	<u>\$804,586</u>

** ~25% of total cost is reimbursed by the USIBWC*



“It is anticipated that this program will continue
in future years” *2002 NPDES Permit*

SDRWQCB

Continues to support this ‘Special Study’ as part of PLOO NPDES Permit.

USIBWC

Continues to financially support this long term investigation as part of their ongoing contract with the City.

City
Council

Original contract approved by council (Aug, 2015)
New agreement will be presented on June 9th

Metro JPA

New agreement will be presented on June 4th



Project Contacts

City of San Diego

Peter S. Vroom, Ph.D.

Deputy Director
pvroom@saniego.gov

Ryan M. Kempster, Ph.D.

Ocean Monitoring Program Manager
rkempster@saniego.gov

Ami Latker

Marine Biologist III
Contract Administrator
alatker@saniego.gov

Ocean Imaging

Jan Svejksky, Ph.D.

Principle Investigator
jan@oceani.com

Mark Hess, Ph.D.

Principle Investigator
mhess@oceani.com



Additional Information

Image Acquisition

2002

- **Moderate Resolution Imaging Spectroradiometer (MODIS)** color imagery:
500 m resolution, acquired daily.
- **Landsat Thematic Mapper TM5, TM7 & Landsat 8 OLI/TIRS** color and thermal:
27 m and 60 m resolution, acquired every 16 days.
- **Jenoptik thermal imager** aerial photos:
2 m resolution, acquired twice/month.

2010

- **RapidEye Satellite** multispectral imagery
6.5 m resolution, once/month.

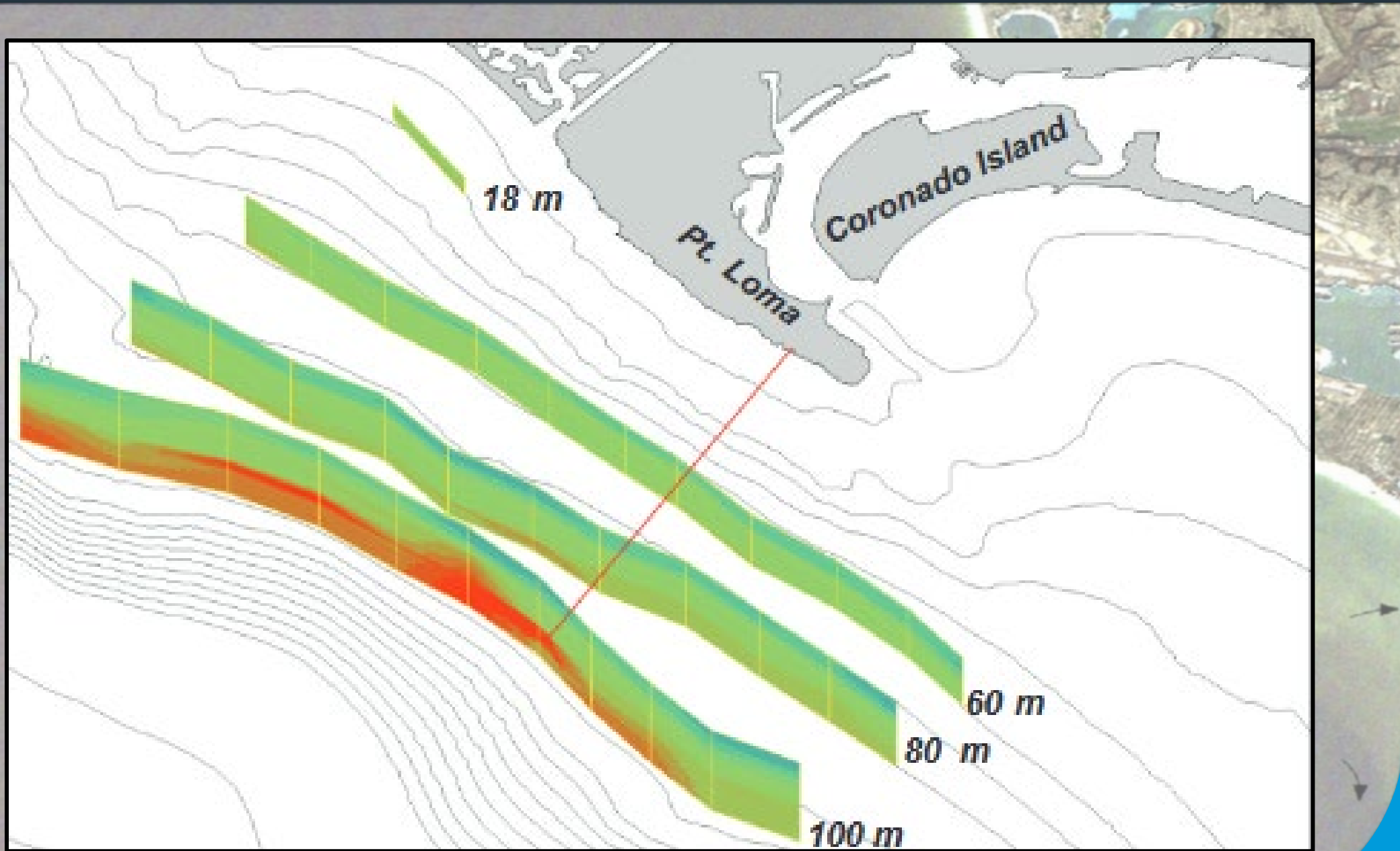
2017

- **Sentinel-2A & 2B Satellites** multispectral imagery
10 m resolution, acquired every 10 days.





Wastewater Plume Location Point Loma



ATTACHMENT 6

Amendment to JPA
Confirming Creation of
Agency Known as
Southern California
Coastal Water Research
Project (SCCWRP)

**METRO JPA/TAC
Staff Report
Date:**

Project Title:

Tenth amended Joint Powers Agreement (JPA) confirming the creation of an agency known as Southern California Coastal Water Research Project (SCCWRP)

Requested Action:

Recommendations:

Metro TAC:	Present to JPA as an informational item.
IROC:	No IROC presentation planned. Funds for this longstanding agreement are budgeted in the Annual Budget within the Metro Operating Fund and do not require IROC review.
Prior Actions: (Committee/Commission, Date, Result)	A presentation discussing the 9 th amended SCCWRP JPA was given to MetroTAC on June 15, 2016.

Fiscal Impact:

Is this project budgeted?	Yes X No _____
Cost breakdown between Metro & Muni:	100% Metro
Fiscal impact to the Metro JPA:	<p>The total fiscal impact of this agreement is \$2,734,204 (5 years);</p> <ul style="list-style-type: none"> • \$515,000 in FY2022; • \$530,450 in FY2023; • \$546,363 in FY2024; • \$562,754 in FY2025; • \$579,637 in FY2026. <p>Funding for this contract is already included in our annual program budget; thus, no budget increase is needed for the scope of this agreement.</p>

Capital Improvement Program:

New Project?	Yes _____	No _____	N/A X
Existing Project?	Yes X	No _____	Upgrade/addition _____ Change _____

A presentation discussing the 9th amended SCCWRP JPA was given to MetroTAC on June 15, 2016.

Additional/Future Action:

N/A

City Council Action:

May 14th Environment Committee
June 9th Council

Background: *Provide background information on the need for the project*

The City of San Diego (City) is one of four Southern California wastewater dischargers that created the

Southern California Coastal Water Research Project (SCCWRP) in 1969. Since that time, SCCWRP has become an international leader in conducting scientific research directly related to management needs associated with wastewater discharge. The SCCWRP commission currently includes leadership from wastewater discharge agencies, federal and state regulatory agencies, and storm water agencies, thereby allowing frank and beneficial collaboration among both regulators and regulatees. The City's permit and waiver that allow the Point Loma Wastewater Treatment Plant (PLWTP) to operate at advanced primary treatment require the City to collect and synthesize regional data, and the data collected by SCCWRP's long-term monitoring program effectively and efficiently allow the City to meet critical regulatory reporting needs. The action requested here is for approval of the Tenth Amendment of the Joint Powers Agreement for the Southern California Coastal Water Research Project (SCCWRP) Authority.

Discussion: *Provide information on decisions made to advance the project*

SCCWRP is currently governed by a fourteen (14) member Commission composed of representatives from the US Environmental Protection Agency Region IX; State Water Resources Control Board; three (3) Regional Water Quality Control Boards representing the San Diego, Los Angeles and Santa Ana County Regions; County Sanitation Districts of Los Angeles; Orange County Sanitation District; Bureau of Sanitation, City of Los Angeles; City of San Diego's Public Utilities Department; and the California Resources Agency, Ocean Protection Council. The SCCWRP commission continually reviews project goals and objectives to guide management efforts to enhance the ecological health of Southern California's coastal ocean and watersheds.

Bid Results: *If bidding was done provide bidding format and results*

N/A

Public Utilities Department

Southern California Coastal Water Research Project (SCCWRP)

10th Amendment to Joint Powers Agreement (JPA)

May 20th, 2020

Peter S. Vroom, Ph.D. (Deputy Public Utilities Director)

Ryan M. Kempster, Ph.D. (Ocean Monitoring Program Manager)



Requested Action

- **Authorize Mayor to execute 10th Amended JPA with the Southern California Coastal Water Research Project (SCCWRP)**
- **Authorize expenditure of \$2,734,204 to fund this agreement over five years (FY2022 – FY2026)**

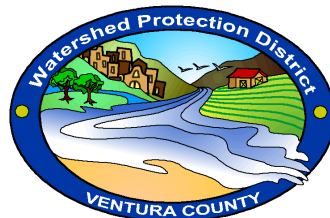


SCCWRP Member Organizations

Wastewater (4)



Storm Water (4)



Regulators (6)



SCCWRP Purpose

- **Contributes to the scientific understanding of linkages among human activities, natural events, and the health of the Southern California coastal environment**
- **Communicates this understanding to decision makers and other stakeholders**
- **Helps develop strategies for protecting the coastal environment for present and future generations**



SCCWRP Commission

- **Governing Board of SCCWRP includes top executives from each of the member agencies (e.g., Public Utilities Director) and meets quarterly**
- **Unique interface between science and management, as well as regulators and dischargers**
- **Coordinates collaborative partnerships**
- **Sponsors research studies and training events**
- **Ensures SCCWRP's research is communicated to and acted upon by Southern California's environmental management community**



Benefits of SCCWRP Membership

- Support for regulatory permit monitoring requirements
- Access to scientifically rigorous assessment approaches and measurement tools
- Research into emerging issues
- Forum for organized cooperation with the regulatory community
- Technical training for City staff



SCCWRP Agreement

- SCCWRP is a cost-effective investment
- Funding will increase incrementally over the five years of the 10th JPA as follows:

FY22: \$515,000

FY23: \$530,450

FY24: \$546,363

FY25: \$562,754

FY26: \$579,637

Total = \$2,734,204





Contacts

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SCCWRP

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Ken Schiff, Ph.D.

Deputy Director
kens@sccwrp.org

ATTACHMENT 7

Agreement with San Diego
Landfill Systems for
Biosolids Collection,
Transportation and
Disposal from Metropolitan
Biosolids Center

**METRO JPA/TAC
Staff Report
Date: May Meeting**

Project Title: San Diego Landfill Systems, LLC Biosolids Management and Hauling Services

Requested Action:

Approve expenditure of \$105,796,509 for an agreement with San Diego Landfill Systems, LLC for services to collect, transport, and dispose biosolids generated at Metropolitan Biosolids Center (MBC).

Recommendations:

Approve the expenditure and forward to the Metro Commission.

Metro TAC:	To be submitted for consideration
IROC:	N/A
Prior Actions: (Committee/Commission, Date, Result)	This is an on-going service. Past submittals for approvals: Metro TAC: 9/16/09, 11/19/14 Metro Commission: 10/1/09, 12/4/14

Fiscal Impact:

Is this projected budgeted?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Cost breakdown between Metro & Muni:	\$105,796,509 from Metro Fund
Fiscal impact to the Metro JPA:	33% of Metro costs to be reimbursed by JPA is approximately \$34,912,848 over 10 years

Capital Improvement Program:

New Project?	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input checked="" type="checkbox"/>
Existing Project?	Yes <input type="checkbox"/> No <input type="checkbox"/> Upgrade/addition <input type="checkbox"/> Change <input type="checkbox"/> N/A <input checked="" type="checkbox"/>

Previous TAC/JPA Action:

None for this new contract

Additional/Future Action: Anticipated to present at Environmental Committee Meeting on May 14, 2020

City Council Action: Anticipated to present at Council Meeting on June 16, 2020

Background: *Provide background information on the need for the project*

The City of San Diego operates the MBC for the thickening, digestion and dewatering of wet biosolids which originates from wastewater solids pumped from both the Point Loma Wastewater Treatment Plant (PLWTP) and the North City Water Reclamation Plant (NCWRP). NCWRP has a current design capacity of 30 million gallons per day (mgd), and will be increasing its capacity to 52 mgd by December 2023, as part of the City's Pure Water San Diego program. While the Point Loma WWTP has a rated capacity of 240 mgd, this facility is currently treating approximately 150 mgd.

At the MBC, raw solids from the NCWRP are thickened in five centrifuges before being pumped into three anaerobic digesters. These solids are then combined and mixed with the digested sludge pumped from the Point Loma WWTP before being processed into biosolids using eight dewatering centrifuges. The City of San Diego currently contracts with a biosolids management provider and the end uses are either Class B biosolids used as daily cover at the Otay Landfill in San Diego County, directly landfilled at the Otay Landfill, or applied as land application material on farmland in Yuma County, Arizona.

The current biosolids production at the MBC is approximately 300-350 wet tons per day (WTPD), dewatered to 25-29% total solids, and this biosolids production is not expected to change with the addition of the Pure Water San Diego project.

Discussion: *Provide information on decisions made to advance the project*

This is a necessary service performed by a private entity, following the Federal Part 503 regulations, and is related to biosolids produced from the wastewater treatment process. The existing agreement for managing the City's biosolids expired in March 2020. The two drivers on seeking a new agreement, through the Request for Proposals process, was (1) the current agreement had exhausted all of the potential contract extension options (initial 5 year term, followed by five 1 year extensions), and (2) California Senate Bill 1383, when enacted in 2020, will effectively remove landfill disposal of biosolids, which has been the most cost effective methods for managing the City's biosolids for many years. This legislative change dictated the need for the City to see what other management options were available, and who could provide them

Bid Results: *If bidding was done provide bidding format and results*

In August 2019, the City issued a Request for Proposal for Biosolids Management and Hauling Services (10089570-20-V). Three companies submitted responsive bids which were reviewed and rated by a panel of three Superintendents from City of San Diego wastewater plants. Each proposal was evaluated on the basis (1) responsiveness to the RFP, (2) capability to provide service, level of expertise and experience, and (3) price. In the RFP the City also mandated that each submittal include at least two management options for the biosolids. This requirement is in response to a long standing, continuous uncertainty in the biosolids management market, driven largely by public sentiment against biosolids within some communities and/or stricter regulatory oversight. The latest example is the passage of California SB 1383 in 2016, which will effectively end the disposal of all organics, including biosolids, in landfills. The first phase out of organics in landfills occurs in 2020, with the full effect of the legislation happening in 2025.

The City, in its current agreement for biosolids management, pays its private biosolids management company an average cost of \$52.01 per ton to take the material to the Otay landfill or apply to farmland as soil amendment. The average cost per ton in the submittals received through the RFP process ranged from \$58.00 to \$100, and the identified management types included composting, land application and lime stabilization.

On February 24, 2020 the City sent the Notice of Intent to Award to bidders to announce that San Diego Landfill Systems, LLC was selected. San Diego Landfill Systems came in with the lowest bid and will be providing a fixed price averaging \$58 per ton for five years. Thereafter, the anticipated cost per ton is based on the annual average 5% CPI.

The estimated total expenditure would not exceed \$105,796,509 for the ten-year term.

Biosolids Management Services

Metro JPA Technical Advisory Committee

May 20, 2020

Public Utilities Department



Biosolids Management Services

BACKGROUND

- Long term agreement with Republic/San Diego Landfill Systems Inc.
- Current amendment expired in March 2020
- RFP to solicit proposals sent out in Fall 2019
- Goals – secure new agreement and diversify management options
- Facility produces about 330 tons per day

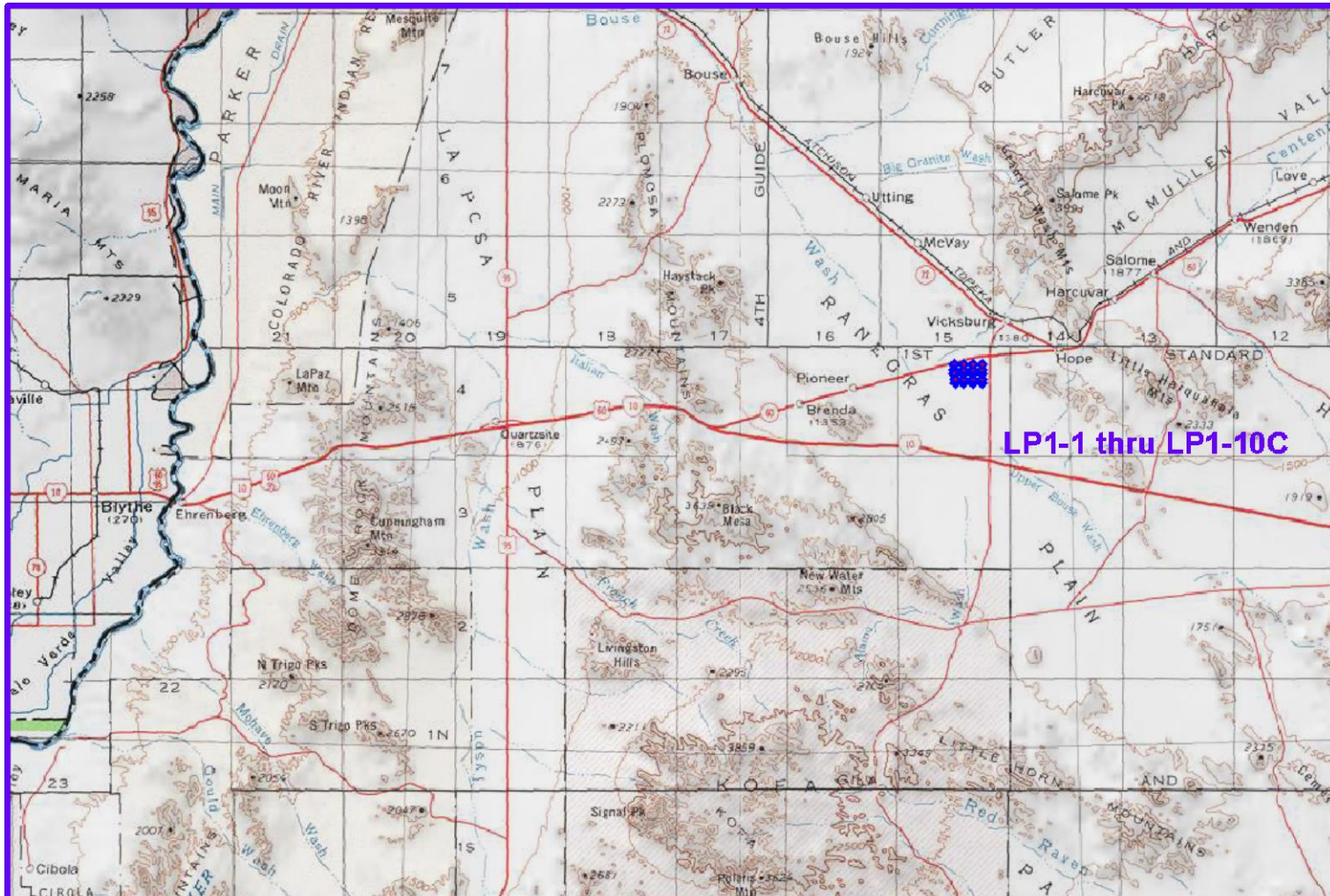
Metropolitan Biosolids Center (MBC)







Arizona land application sites





Biosolids Management Services

RFP Results

- Three submittals – Award to San Diego Landfill Systems Inc.
- Present cost (average) – \$52.01 per wet ton
- SDLS pricing (average) in RFP submittal - \$58.00 per wet ton
- Contract Term – 5 years with potential for (5) one year extensions
- Diversity – Land application and lime stabilization
- Pricing is fixed for first year. SDLS can request an annual pricing adjustment based on Consumer Price Index
- Estimated total cost impact over 10 year period - \$106M

Questions?

ATTACHMENT 8

Contract with NMS
Management for Janitorial
Maintenance Service at
Various Public Utilities
Department Facilities and
Treatment Plants

METRO JPA/TAC
Staff Report
Date: March 30, 2020

Project Title:

Approve contract with NMS Management Inc., for Janitorial Maintenance Service at Various Public Utilities Department (PUD) Facilities and Treatment Plants (RFP No. 10089561-19-L).

Requested Action:

The Public Utilities Department (PUD) Facilities and Treatment Plants request your approval for an action to award a contract with NMS Management Inc., for a total amount not to exceed \$5,000,000 for the five (5) year contractual term; \$2,990,124 is the Metro wastewater portion which includes taxes and projected CPI increases for each contract year.

Recommendations:

Approve this action.

Metro TAC:	Submitted for consideration on March 18, 2020.
IROC:	
Prior Actions: (Committee/Commission, Date, Result)	

Fiscal Impact: Estimated Fiscal impact for JPA at 35%

Is this projected budgeted?	Yes <u>X</u> No <u> </u>
Cost breakdown between Metro & Muni:	Various
Fiscal impact to the Metro JPA:	\$1,046,543 over five fiscal years (FY 2020 through FY 2025)

Estimated Fiscal Impact for JPA at 35%:

FISCAL YEAR	METRO	JPA PORTION (35%)	TOTAL METRO	MUNI	WATER	TOTAL REQUEST
FY 2020	\$197,547	\$69,142	\$128,406	\$32,174	\$55,474	\$285,196
FY 2021	\$538,659	\$188,531	\$350,128	\$135,129	\$232,990	\$906,778
FY 2022	\$561,044	\$196,365	\$364,679	\$141,886	\$244,640	\$947,570
FY 2023	\$584,549	\$204,592	\$379,957	\$148,980	\$256,872	\$990,401
FY 2024	\$609,229	\$213,230	\$395,999	\$156,429	\$269,715	\$1,035,373
FY 2025	\$499,096	\$174,683	\$324,411	\$123,188	\$212,400	\$834,682
TOTAL	\$2,990,124	\$1,046,543	\$1,943,580	\$737,786	\$1,272,091	\$5,000,000

Capital Improvement Program:

New Project?	Yes	____	No	<u>X</u>	N/A	____
Existing Project?	Yes	____	No	<u>X</u>		
Upgrade/addition	____		Change	____		
Previous TAC/JPA Action: There are no previous actions.						
Additional/Future Action: N/A						
City Council Action: There are no previous actions.						
Background: <p>On May 01, 2019, the City of San Diego issued RFP No. 10089561-19-L with the subject: "Janitorial Maintenance Service at Various Public Utilities Department (PUD) Facilities and Treatment Plants". The previous agreement for janitorial services was cancelled due to PUD's decision to consolidate all janitorial services into one contract. Multiple Purchase Orders are currently in place with Corporal Building Services, T&T Janitorial, and Prizm Janitorial until the new contract is in place.</p> <p>RFP No. 10089561-19-L was issued to procure a vendor to provide, in accordance with the RFP documents, janitorial services at various Public Utilities Department Facilities, Pump Stations and Treatment Plants, including, but not limited to: Alvarado, Miramar, and Otay Water Treatment Plant; North City and South Bay Water Reclamation Plants; Point Loma Wastewater Treatment Plant, Metro Biosolids Center; and the Metropolitan Operations Complex.</p> <p>Following a thorough review, evaluation, and scoring, PUD concludes that NMS Management Inc., meets the requirements and specifications contained within the subject RFP documents, and is the bidder recommended based on the evaluation criteria established in the RFP.</p>						
Discussion: Request permission to move this action of Janitorial Services for PUD facilities to the next Metro Commission's agenda/meeting for review and approval.						
Bid Results: <i>Seven (7) responsive proposals were received and reviewed. No proposal were deemed non-responsive. The following three (3) proposers NMS Management Inc., Nova Commercial Co. Inc., and Aztec Landscaping Inc., participated in the Mandatory Interview/Oral Presentation.</i>						

Janitorial Contract (NMS Management Inc.)

Environment Committee

May 14, 2020

Public Utilities Department

Janitorial Contract

BACKGROUND

- On May 01, 2019, the City of San Diego issued RFP No. 10089561-19-L for Janitorial Maintenance Service at Various Public Utilities Department (PUD) Facilities and Treatment Plants.
- The previous agreement for janitorial services was cancelled due to PUD's decision to consolidate all janitorial services into one contract.

Janitorial Contract

BACKGROUND – Continued

- Seven (7) responsive proposals were received and reviewed.
- No proposal were deemed non-responsive.
- Three (3) proposers participated in the Mandatory Interview/Oral Presentation.
 - NMS Management Inc.
 - Nova Commercial Co. Inc.
 - Aztec Landscaping Inc.
- Following a thorough review, evaluation, and scoring, NMS Management, Inc., meets the requirements and specifications contained within the subject RFP documents, and is the bidder recommended based on the evaluation criteria established in the RFP.

Janitorial Contract

PROPOSED ACTION

- Authorization to execute a five (5) year contract with NMS Management, Inc. for Janitorial Maintenance Service at Various Public Utilities Department (PUD) Facilities and Treatment Plants for a period of five (5) years, (not to exceed \$5M).
- Authorization to expend \$5M, over a period of five (5) years, from Fund 700000, Muni Sewer Revenue; Fund 700001, Metro Sewer Utility; and Fund 700011, Water Utility Operating.

Questions?

ATTACHMENT 9a

FY 2021 Metro Wastewater JPA Budget



Metro Wastewater Joint Powers Authority
Approved Budget & Agency Allocations
Fiscal Year 2021

**METRO WASTEWATER JPA
PROPOSED BUDGET - FY '21**

	FY '20					FY '21		
	Actual Through 3/31/20	Forecast Through 6/30/20	Approved Annual Budget	Forecast over /(under) Budget		Proposed Annual Budget	Difference from FY '20 Forecast	Difference from FY '20 Budget
				\$	%			
Income								
Membership Dues	\$ 335,887	\$ 447,850	\$ 447,850	\$ 0	0%	\$ 286,350 ⁽⁴⁾	\$ (161,500)	\$ (161,500)
Interest Income	172	229	100	(129)	-129%	100	(129)	-
Total Income	\$ 336,059	\$ 448,080	\$ 447,950	\$ (129)	0%	\$ 286,450	\$ (161,630)	\$ (161,500)
Expense								
Administrative Assistant-LP	\$ 1,325 ⁽¹⁾	\$ 3,975	\$ 8,400	\$ (4,425)	-53%	\$ 8,400	\$ 4,425	\$ -
Bank Charges	36	48	200	(152)	-76%	200	152	-
Contingency	-	-	-	-	-	-	-	-
Dues & Subscriptions	538	538	600	(62)	-10%	600	62	-
Financial Services								
Audit Fees	2,500 ⁽²⁾	6,500	12,000	(5,500)	-46%	12,000	5,500	-
Treasury Services-Padre	9,500 ⁽³⁾	12,500	21,000	(8,500)	-40%	20,000	7,500	(1,000)
JPA/TAC meeting expenses	2,897	3,897	6,000	(2,103)	-35%	4,000	103	(2,000)
Miscellaneous	-	-	250	(250)	-	250	250	-
Per Diem - Board	9,900 ⁽³⁾	11,900	18,000	(6,100)	-34%	16,000	4,100	(2,000)
Printing, Postage, Supplies	123	173	500	(327)	-65%	250	77	(250)
Professional Services								
Engineering - NV5	11,324 ⁽²⁾	19,324	50,000	(30,676)	-61%	30,000	10,676	(20,000)
Engineering - Dexter Wilson	28,148 ⁽³⁾	40,648	105,600	(64,952)	-62%	108,000	67,352	2,400
Financial - The Keze Group	21,320 ⁽³⁾	36,320	77,600	(41,280)	-53%	77,600	41,280	-
Legal - Procopio	19,147 ⁽³⁾	27,647	70,000	(42,353)	-61%	70,000	42,353	-
Legal - BB&K	20,066 ⁽³⁾	28,976	60,000	(31,024)	-52%	60,000	31,024	-
Strategic Planning	7,275	7,275	14,000	(6,725)	-48%	-	(7,275)	(14,000)
Telephone	423 ⁽¹⁾	1,269	1,400	(131)	-9%	1,400	131	-
Website Maintenance & Hosting	2,451	2,451	2,400	51	2%	2,750	299	350
Total Expense	\$ 136,973	\$ 203,441	\$ 447,950	\$ (244,509)	-55%	\$ 411,450	\$ 208,009	\$ (36,500)
Net Income (Loss)	\$ 199,086	\$ 244,638	\$ -	\$ 244,380		\$ (125,000) ⁽⁴⁾	\$ (369,638)	\$ (125,000)

(1) Invoices received through 10/31/19

(2) Invoices received through 1/31/20

(3) Invoices received through 3/31/20

(4) Reserve balances well over required level and so used to offset Membership dues by \$125K for one year.

FY '21 RESERVE REQUIREMENT	
Fund Balance at 6/30/19	\$ 266,816
Projected Net Income FY '20	244,638
Projected Fund Balance at 6/30/20	\$ 511,454
Budgeted Net Loss FY '21	(125,000)
Projected Fund Balance at 6/30/21	\$ 386,454
4 Months Operating Expenses	\$ (137,150)
Amount over Required Reserve	\$ 249,304

METRO WASTEWATER JPA
INITIAL AGENCY BILLING FY '21 (BEFORE TRUE-UP)

	FY '20				Initial Billing FY '21		
	Flow / Strength	Agency Allocation	FY '17 Audit True-up	Revised Agency Billings	Flow / Strength	Agency Allocation	Difference from Prior Year
Chula Vista	30.18%	\$ 135,162	\$ (1,072.08)	\$ 134,089.92	30.63%	\$ 87,706.00	\$ (47,456)
Coronado	3.51%	\$ 15,729	\$ (466.55)	\$ 15,262.45	3.45%	\$ 9,870.00	\$ (5,859)
County of SD *	16.98%	\$ 76,056	\$ 29.01	\$ 76,085.01	16.44%	\$ 47,068.00	\$ (28,988)
Del Mar	0.06%	\$ 257	\$ (121.54)	\$ 135.46	0.06%	\$ 164.00	\$ (93)
El Cajon	14.69%	\$ 65,784	\$ 576.57	\$ 66,360.57	14.87%	\$ 42,587.00	\$ (23,197)
Imperial Beach	3.70%	\$ 16,550	\$ (761.22)	\$ 15,788.78	3.78%	\$ 10,817.00	\$ (5,733)
La Mesa	7.66%	\$ 34,291	\$ (361.09)	\$ 33,929.91	8.39%	\$ 24,018.00	\$ (10,273)
Lemon Grove	3.49%	\$ 15,614	\$ (1,392.42)	\$ 14,221.58	3.43%	\$ 9,829.00	\$ (5,785)
National City	7.04%	\$ 31,551	\$ (659.79)	\$ 30,891.21	7.21%	\$ 20,650.00	\$ (10,901)
Otay Water District	0.92%	\$ 4,106	\$ 992.43	\$ 5,098.43	0.70%	\$ 2,019.00	\$ (2,087)
Padre Dam MWD	6.71%	\$ 30,035	\$ 3,409.14	\$ 33,444.14	6.72%	\$ 19,231.00	\$ (10,804)
Poway	5.07%	\$ 22,715	\$ (172.45)	\$ 22,542.55	4.33%	\$ 12,392.00	\$ (10,323)
Total	100.00%	\$ 447,850	\$ 0.00	\$ 447,850.00	100.00%	\$ 286,351.00	\$ (161,499)
Total Required from Budget		\$ 447,850				\$ 286,350.00	

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

ATTACHMENT 9b

FY 2021 Treasurer's
Contract with Padre Dam
Municipal Water District

**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

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

THIS ~~SIXTH~~SEVENTH AMENDMENT is made and entered into this _____ day of _____, ~~2019~~2020, 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 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 amend the Agreement to extend the date of Padre Dam's treasurer services until June 30, 2018; and

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

H. WHEREAS, On July 1, 2019, Metro JPA and the District entered into a sixth amendment to the Agreement ("Sixth Amendment") to mutually amend the Agreement to extend the date of Padre Dam's treasurer services until June 30, 2020; and

~~GI.~~ WHEREAS, Both Metro JPA and the District mutually desire to further amend

the Agreement, as amended by the ~~First Amendment, Second Amendment, Third Amendment, Fourth Amendment, and Fifth Amendment~~prior amendments, 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, Fourth Amendment, and Fifth Amendment~~prior amendments, is further amended as necessary to extend the end date of the District's treasurer services until June 30, ~~2020~~2021.

2. Section 5 of the Agreement, as amended by the ~~First Amendment, Second Amendment, Third Amendment, Fourth Amendment, and Fifth Amendment~~prior amendments, is further amended as necessary to set the not-to-exceed amount at \$~~21,000~~20,000, 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 ~~Sixth~~Seventh Amendment.

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

IN WITNESS WHEREOF, this ~~Sixth~~Seventh 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
General Counsel
METRO WASTEWATER JPA

Summary report: Litéra® Change-Pro 7.5.0.135 Document comparison done on 5/13/2020 1:13:53 PM	
Style name: Nick Style	
Intelligent Table Comparison: Active	
Original DMS: iw://iManage/iManage/31957105/1	
Modified DMS: iw://iManage/iManage/32943834/1	
Changes:	
Add	14
Delete	13
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:	27

ATTACHMENT 9c

FY 2021 Professional
Services Agreement with
The Keze Group, LLC

**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, ~~2019~~2020, 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 ~~2019-2020~~2021 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, ~~2019~~2020. This Agreement shall terminate on June 30, ~~2020~~2021, 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 National City City Hall 1243 National City Blvd. National City, CA 91950 Attn: Roberto Yano, City of National City	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.

[SIGNATURES ON FOLLOWING PAGE\(S\)](#)

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

METRO WASTEWATER JPA:

THE KEZE GROUP, LLC:

By: _____
Jerry Jones
Chair

By: _____
Karyn Keese

APPROVED AS TO FORM:

Paula C. P. de Sousa, 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) Fiscal 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 and JPA 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 an 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. ~~Review~~ (In the past years this has included the reconciliation of Pure Water Program task orders to revise their original cost allocation to insure that only appropriate Metro costs have/had been charged to the PAs). This year the 50/50 Pure Water Program task orders to determine appropriate allocations for FYE 2019. As of 6/30/18 cost allocation will be revised and all associated costs back to project inception will be reviewed and adjusted once the construction projects are bid. As of 6/30/19 there were 84-5099 purchase/50-task/purchase orders totaling \$27 million that fall into this category. Review all other Pure Water task/purchase orders for correct cost allocation, totaling \$44 million. 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 approximately \$1.7 million at their current budget share of 35%.
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 2020 and 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 2020 PUD Water and Wastewater Rate Case:

- PUD has hired a rate consultant to ~~update~~prepare rate cases for both their water and wastewater ~~rate cases~~enterprise funds. It is anticipated that the rates for San Diego's retail customers will be adopted in early FY 2021. 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 ~~as the Phase I projects are bid during FYE 2020, financial plans as external funding is secured,~~ financing, and timing based on program costs from construction bids, anticipated in FY 2021 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 and JPA Staff Support:

- This task includes 12 hours per month for financial analysis and consulting in support of varied Metro TAC Work Plan and JPA projects. TKG will support, as-needed, the items contained in the Metro TAC ~~FYE 2020 Work Plan. 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.~~FY 2021 Work Plan. Some anticipated work tasks include the creation of a billing formula for any PA that diverts their flow from the Metro System for the remaining debt service associated with existing Metro Clean Water facilities and for ongoing capital projects required to maintain them. In addition, the billing Protocol will need to be revised to reflect the cash flow needed for Pure Water Program costs.

II. **ADDITIONAL SERVICES AS REQUESTED**

- A. Review of ongoing background material not envisioned.

- B. Prepare for and attend additional meetings beyond what is included in Section I.
- C. Provide additional follow-up on the additional items identified.
- D. Provide additional technical support on specific projects as directed by the Metro TAC, Finance Committee, and Metro JPA Chair.
- E. Provide technical support, as requested, to fulfill other Metro JPA objectives.

EXHIBIT “B”

Schedule of Charges

The proposed budget for the described scope of services is not-to-exceed \$77,600 for Fiscal Year Ending 2021, which is the same as FY 2020. The hours and fees per task ~~is~~are summarized in Attachment A to this Schedule of Charges. The hourly billing rate remains unchanged at \$160.

Attachment A to Schedule of Charges

Attachment A
Summary of Costs by Tasks
Metro JPA Draft Contract FYE 2021

		Proposed FY 2021	
Task	Description	Budget Amount	Budget Hours
1	Routine Meetings	\$ 12,000	75
2	Exhibit E Audit Review	\$ 16,000	100
3	Review of PUD Budget	\$ 4,800	30
4	FYE 2019 Water and Wastewater Rate Case	\$ 2,560	16
5	Pure Water Program Cost Allocation	\$ 19,200	120
6	Metro TAC & JPA Staff Support	\$ 23,040	144
	Direct Expense		
	TOTAL	\$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 4/27/2020 6:28:23 PM	
Style name: Nick Style	
Intelligent Table Comparison: Active	
Original filename: METRO JPA_ Professional Services Agreement with The Keze Group for FY 2019-20 (2).DOC	
Modified DMS: iw://iManage/iManage/32904128/1	
Changes:	
Add	26
Delete	27
Move From	1
Move To	1
Table Insert	0
Table Delete	0
Table moves to	0
Table moves from	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Format changes	0
Total Changes:	55

ATTACHMENT 9d

FY 2021 Professional Services Agreement with NV5

**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, ~~2019~~2020, 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").

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."

b. In no event shall the total amount paid for Services rendered by Consultant pursuant to Exhibit "A-1" exceed ~~\$50,000.00~~30,000.00 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 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, ~~2020~~2021. 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 National City City Hall 1243 National City Blvd. National City, CA 91950 Attn: Roberto Yano, City of National City	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
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~~ NV5’s goal is to assist in increasing 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.

The timing of the City’s Pure Water program may affect the level of effort required as additional or less services may be required to review details of the plans and the appropriate cost share.

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, supported by Scott Tulloch. Mr. Tulloch will support 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:

1. Engineering technical support as requested by Metro TAC and the Metro JPA.
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. 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 “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 and the hourly rate for Carmen Kasner is \$200.00. 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.

Technical Services

Engineering Aide/Planning Aide	\$75.00/hour
Project Assistant	\$85.00/hour
Project Administrator	\$95.00/hour
CADD Technician I	\$95.00/hour
CADD Technician II	\$118.00/hour
CADD Technician III	\$130.00/hour
Sr. CADD Technician/Designer	\$145.00/hour
Design Supervisor	\$155.00/hour
GIS Technician I	\$98.00/hour
GIS Technician II	\$118.00/hour
GIS Analyst	\$135.00/hour
Senior GIS Analyst	\$165.00/hour

Professional

Junior Engineer / Planner / Scientist/Surveyor	\$120.00/hour
Assistant Engineer / Planner / Scientist/Surveyor	\$140.00/hour
Associate Engineer / Planner / Scientist/Surveyor	\$150.00/hour
Senior Engineer / Planner / Scientist/Surveyor	\$165.00/hour
Manager	\$215.00/hour
Associate	\$235.00/hour
Principal	\$250.00/hour

Community Outreach

Strategic Advisor	\$210.00/hour
Program Supervisor	\$200.00/hour
Facilitator	\$200.00/hour
Bilingual Outreach	\$200.00/hour
Project Manager	\$180.00/hour
Assistant Project Manager	\$170.00/hour
Integrated Marketing Specialist	\$150.00/hour
Media Relations Specialist	\$145.00/hour
Community Relations Specialist	\$145.00/hour
Project Coordinator	\$120.00/hour
Graphic Design	\$120.00/hour
Videographer	\$115.00/hour
Bilingual Translation	\$100.00/hour
Administrative Support	\$95.00/hour
Account Coordinator	\$100.00/hour

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 4/27/2020 3:19:14 PM	
Style name: Nick Style	
Intelligent Table Comparison: Active	
Original filename: METRO JPA_ Professional Services Agreement with NV5 for FY 2019-20-c2-c1.DOC	
Modified DMS: iw://iManage/iManage/32837963/1	
Changes:	
Add	8
Delete	7
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.)	2
Embedded Excel	0
Format changes	0
Total Changes:	17

ATTACHMENT 9e

FY 2021 Professional
Services Agreement with
Dexter Wilson Engineering

**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~~2020, 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~~108,000 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~~2020. This Agreement shall terminate on June 30, ~~2020~~2021, 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 insured 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:

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 (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: _____
[Dexter Wilson](#)

APPROVED AS TO FORM:

Paula C. P. de Sousa
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~~2020-2021

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.~~5. Assist with audits and financial reviews.

EXHIBIT B

Schedule of Charges – FY ~~2019~~2020-2021

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~~3 — Estimated 5 hours per month.

Task ~~3~~4 — Estimated ~~5-hour~~10 hours 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 <u>120</u>	0	0	60 <u>120</u>
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 <u>27,000</u>
2	\$26,400 <u>27,000</u>
3	\$13,200 <u>13,500</u>
4	\$13,200 <u>27,000</u>
5	\$13,200 <u>13,500</u>
6	\$13,200
TOTAL	\$105,600 <u>108,000</u>

EXHIBIT “B” (cont.)

Schedule of Charges

CLASSIFICATION

HOURLY RATE

Office Personnel:

Planning/Design

Principal Engineer (RCE)	\$225.00
Managing Engineer (RCE)	\$215.00
Project Engineer (RCE)	\$195.00
Senior Engineer (RCE)	\$170.00
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	\$120.00
Senior Drafter	\$105.00
Drafter II	\$ 90.00
Drafter I	\$ 80.00

Clerical

\$ 65.00

Hourly Rates

Classification

—— Hourly Rate

Office Personnel:

Planning/ Design

Principal Engineer (RCE)	\$220.00
Managing Engineer (RCE)	\$210.00
Project Engineer (RCE)	\$190.00
Senior Engineer (RCE)	\$170.00

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.

Summary report: Litéra® Change-Pro 7.5.0.135 Document comparison done on 4/27/2020 3:37:13 PM	
Style name: Nick Style	
Intelligent Table Comparison: Active	
Original filename: METRO JPA Professional Services Agreement with Dexter Wilson for FY 2019-2020.DOC	
Modified DMS: iw://iManage/iManage/32821339/1	
Changes:	
Add	23
Delete	44
Move From	0
Move To	0
Table Insert	0
Table Delete	2
Table moves to	0
Table moves from	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	1
Embedded Excel	0
Format changes	0
Total Changes:	70

ATTACHMENT 9f

FY 2021 Professional Services Agreement with Granicus

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

This agreement ("Agreement") is made and entered into as of ~~December~~July 1, ~~2019~~2020, 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 GRANICUS, LLC (hereinafter referred to as "Consultant"), a Minnesota limited liability company d.b.a. Granicus. 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: Website Hosting.

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

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

AGREEMENT

NOW THEREFORE, IT IS AGREED AS FOLLOWS:

1. Services.

Consultant shall provide the Metro JPA with the services described in the Scope of Services ("Services") attached hereto as Exhibit "A" and incorporated herein ("Scope of Services"); its Proposal attached hereto as Exhibit "B" and incorporated herein ("Proposal"); and the Terms and Conditions attached hereto as Exhibit "C" and incorporated herein ("Terms and Conditions"). In the event of a conflict between any provision of the Scope of Services and any provision of the Terms and Conditions, the Scope of Services shall prevail. In the event of a conflict between any provision of the Scope of Services and any provision of this Agreement, or any provision of the Terms and Conditions and any provision of this Agreement, the provisions of this Agreement shall prevail.

2. Compensation.

a. Subject to paragraphs 2(b) and 2(c) below, Metro JPA shall pay for Services in accordance with the Schedule of Charges set forth in Exhibit "D" and incorporated herein.

b. In no event shall the total amount paid for Website Hosting services exceed \$1,396,572,747.76 without the written approval of Metro JPA. Periodic payments shall

be made within thirty (30) days of receipt of an annual invoice. Payments to Consultant for Website Hosting services will pre-paid on an annual basis in the amounts stated in Exhibit "D"; provided, however, that if this Agreement is terminated during its term, Consultant shall refund a pro-rata share of the applicable annual payment to Metro JPA, computed on a monthly 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. Warranty

a. Service Warranty. Consultant warrants that all Services provided under this Agreement will be performed in a professional, competent and workmanlike manner ~~in accordance with Exhibits "A," "B" and "C."~~ Consultant shall further provide a sufficient number of properly trained and competent staff to carry out the Services in a skilled and professional manner consistent with the best practices in Consultant's industry.

b. Service Level Commitment. Consultant warrants that Website Hosting will be available and accessible in accordance with ~~the uptime commitment contained in the Exhibit "A"~~ professional standards in Consultant's industry and that Consultant will utilize industry standard security protocols and monitoring to protect the Website from unauthorized access.

5. Maintenance and Ownership of Records; Backup.

a. 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.

b. All reports, records, data, memoranda, plans, studies, specifications, files or any other documents or materials, in electronic or any other form, that Consultant prepares or obtains pursuant to this Agreement (including such files or materials uploaded by Metro JPA to the Website) shall be and remain the property of Metro JPA ("Metro JPA Content"). Consultant hereby agrees to deliver all Metro JPA Content in its original condition and format to Metro JPA upon termination or expiration of this Agreement.

c. Consultant will take commercially reasonable efforts to protect, back up, and control access to Metro JPA Content.

6. Time of Performance; Term.

Consultant shall perform the Services in a prompt and timely manner and shall commence performance beginning ~~December 15~~ July 1, 2019~~2020~~, with no interruption in the Services from the prior contract between Metro JPA and Consultant ~~(as the successor in interest to Vision Internet Providers)~~. This Agreement shall terminate on June 30, ~~2020~~2021, 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 will not be unreasonably withheld. 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) Contractual Liability with respect to this Agreement
- (6) Broad Form Property Damage
- (7) 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 non-owned and hired vehicles, in a form and with insurance companies acceptable to the Metro JPA. In the event Consultant owns any vehicles, coverage shall also include owned autos.

(ii) Coverage for Automobile Liability Insurance shall be at least as broad as coverage Symbols 8 and 9 (or Symbol 1 in the event Consultant owns any vehicles).

(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. Technology Professional Liability (Errors and Omissions)

At all times during the performance of the work under this Agreement the Consultant shall maintain technology 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. Coverage shall be sufficiently broad to respond to the duties and obligations undertaken by Consultant in this Agreement, including, but not limited to: claims involving infringement of intellectual property, copyright and trademark; invasion of privacy violations; information theft; release of private information; extortion; and network security. The policy shall include, or be endorsed to include, property damage liability for damage to,

alteration of, loss of, or destruction of electronic data and/or informational property of Metro JPA in the care, custody or control of Consultant. If not covered by such policy, such property coverage of Metro JPA property may be included or endorsed in a cyber liability policy in an amount sufficient to cover the full replacement value of damage to, alteration of, loss of, or destruction of electronic data and/or informational property of Metro JPA that will be in the care, custody or control of Consultant.

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:

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 (if applicable)	\$1,000,000 per occurrence
Technology Professional Liability	\$2,000,000 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 ninety (90) calendar days' written notice to Consultant. In such event, Metro JPA shall be immediately given title and possession to all Metro JPA Content, written reports and other documents produced or developed for that portion of the work completed and/or being abandoned. Metro JPA shall pay Consultant the reasonable value of services rendered for any portion of the work completed prior to termination. If said termination occurs prior to completion of any task for which a payment request has not been received, the charge for services performed during such task shall be the reasonable value of such services, based on an amount mutually agreed to by Metro JPA and Consultant of the portion of such task completed but not paid prior to said termination. Metro JPA shall not be liable for any costs other than the charges or portions thereof which are specified herein. Consultant shall not be entitled to payment for unperformed services, and shall not be entitled to damages or compensation for termination of work.

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

17. Notice.

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

METRO JPA:	CONSULTANT:
Metro Wastewater JPA c/o National City City Hall 1243 National City Blvd. National City, CA 91950 Attn: Roberto Yano, City of National City	Granicus LLC Contracts 408 St. Peter Street, Suite 600 St. Paul, MN 55102 Attn: Contracts

and shall be effective upon receipt thereof.

18. Third Party Rights.

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

19. Severability.

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

20. Integration.

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

[SIGNATURES ON FOLLOWING PAGE]

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

METRO WASTEWATER JPA:

GRANICUS LLC:

By: _____
Jerry Jones
Chair

By: _____
Dawn Kubat
Vice President of Legal

APPROVED AS TO FORM:

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

EXHIBIT “A”

Scope of Services

Consultant shall provide the following services:

- govAccess Website Hosting.

EXHIBIT “B”

Granicus Proposal

[Attached]

Proposal Details

Quote Number: Q-97815

Prepared On: 3/30/2020

Valid Through: 6/30/2020

Pricing

Payment Terms: Net 30 (Payments for subscriptions are due at the beginning of the period of performance.)

Currency: USD

Current Subscription End Date: 6/30/2020

Period of Performance: 7/1/2020 - 6/30/2021

Annual Fees for Renewing Subscriptions

Solution	Billing Frequency	Quantity/Unit	Annual Fee
govAccess for Monthly Hosting	Annual	1 Each	\$2,747.76
SUBTOTAL:			\$2,747.76

- This quote is exclusive of applicable state, local, and federal taxes, which, if any, will be included in the invoice. It is the responsibility of San Diego Metro Wastewater Joint Powers Authority - CA to provide applicable exemption certificate(s).
- Any lapse in payment may result in suspension of service and will require the payment of a setup fee to reinstate the subscription.
- If submitting a Purchase Order, please include the following language: All pricing, terms and conditions of quote Q-97815 dated 3/30/2020 are incorporated into this Purchase Order by reference.
- Granicus certifies that it will not sell, retain, use, or disclose any personal information provided by Client for any purpose other than the specific purpose of performing the services outlined within this Agreement.

EXHIBIT “C”

Terms and Conditions

1. **EXCLUSION OF CONSEQUENTIAL AND RELATED DAMAGES.** UNDER NO CIRCUMSTANCES SHALL CONSULTANT BE LIABLE FOR ANY SPECIAL, INDIRECT, PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, CONSULTANT SHALL NOT BE LIABLE FOR: (A) ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OR CORRUPTION OF METRO JPA DATA; (B) COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY; (C) LOSS OF BUSINESS; (D) DAMAGES ARISING OUT OF ACCESS TO OR INABILITY TO ACCESS THE SERVICES, SOFTWARE, CONTENT, OR RELATED TECHNICAL SUPPORT; OR (E) FOR ANY MATTER BEYOND CONSULTANT’S REASONABLE CONTROL, EVEN IF CONSULTANT HAS BEEN ADVISED OF THE POSSIBILITY OF ANY OF THE FOREGOING LOSSES OR DAMAGES.

2. **LIMITATION OF LIABILITY.** EXCEPT FOR AN INDEMNITY CLAIM PURSUANT TO SECTION 13 OR A CLAIM COVERED BY AN INSURANCE POLICY REQUIRED UNDER SECTION 12, IN NO INSTANCE SHALL EITHER PARTY’S LIABILITY TO THE OTHER PARTY FOR DIRECT DAMAGES UNDER THIS AGREEMENT (WHETHER IN CONTRACT OR TORT OR OTHERWISE) EXCEED THE FEES PAID BY METRO JPA FOR THE GRANICUS PRODUCTS AND SERVICES DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE DATE THE DAMAGED PARTY NOTIFIES THE OTHER PARTY IN WRITING OF THE CLAIM FOR DIRECT DAMAGES. CONSULTANT SHALL NOT BE RESPONSIBLE FOR ANY LOST PROFITS OR OTHER DAMAGES, INCLUDING DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR ANY OTHER DAMAGES, HOWEVER CAUSED. NEITHER PARTY MAY INSTITUTE AN ACTION IN ANY FORM ARISING OUT OF NOR IN CONNECTION WITH THIS AGREEMENT MORE THAN TWO (2) YEARS AFTER THE CAUSE OF ACTION HAS ARISEN. THE ABOVE LIMITATIONS WILL NOT LIMIT METRO JPA’S PAYMENT OBLIGATIONS.

EXHIBIT “D”

Schedule of Charges

Website Hosting

Service	Period	Annual Fee
govAccess Website Hosting	12/15/19 – 6/30/20 <u>July 1, 2020 – June 30, 2021</u>	\$1,396.57 <u>2,747.76</u>

Payment Terms:

- Payments for Website Hosting are due at the beginning of the period of performance.
- Payments are subject to the not-to-exceed amount set forth in paragraph 2 of the Agreement.

EXHIBIT “E”

Insurance Certificates

Insurance documentation is included on the following pages.

Summary report: Litéra® Change-Pro 7.5.0.135 Document comparison done on 4/27/2020 5:47:51 PM	
Style name: Nick Style	
Intelligent Table Comparison: Active	
Original DMS: iw://iManage/iManage/32354075/4	
Modified DMS: iw://iManage/iManage/32837845/1	
Changes:	
Add	11
Delete	12
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.)	2
Embedded Excel	0
Format changes	0
Total Changes:	25

ATTACHMENT 10

MetroTAC Work Plan

Metro TAC & JPA Work Plan
Active & Pending Items
April 2020
Updated Items in Red Italics

Active Items	Description	Member(s)
<i>Strategic Plan Ad Hoc</i>	The JPA last updated their strategic plan in 2015. The Ad Hoc was formed to determine should there be a 2019 strategic plan update and if so what format it should follow. First meeting held June 2019. Two work sessions to be held in August are planned with the goal of presenting a draft 2019 Strategic Plan to the JPA in October 2019. <i>4/20: Strategic Plan update is complete and can be found on JPA website.</i>	<i>Whitney Benzian Jerry Jones Gary Kendrick John Mullin Ed Spriggs JPA staff</i>
<i>SB 332 Working Group</i>	SB 332 (Hertzberg/Weiner) relates to wastewater treatment for recycled water and agencies with ocean outfalls. It requires the entity that owns the wastewater treatment facility that discharges through an ocean outfall and affiliated water suppliers (it defines water not wastewater suppliers) to reduce the facilities annual flow as compared to the average annual dry weather wastewater discharge baseline volume as prescribed by at least 50% on or before January 1, 2030 and by at least 95% on or before January 1, 2040. The working group was formed to track the process of this legislation.	<i>Yazmin Arellano Beth Gentry Hamed Hashemian</i>
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 1/19: Working group still meeting with PUD staff & consultants. 6/19: Working Group has presented an alternative plan in November 2018 which the City and their consultants are reviewing.	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. 1/19: This group continues to meet as needed.	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. 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. 6/19: Phase II alternative presented to Metro TAC in May and JPA in June 2019. Copy of presentation can be found in minutes to those meetings. Alternatives narrowed to two main alternatives. <i>4/20: JPA representatives still meeting w/SD staff and consultants. Alternatives have been narrowed to two.</i>	Roberto Yano Seval Sen Scott Tulloch Dexter Wilson SD staff & consultants

Metro TAC & JPA Work Plan
Active & Pending Items
April 2020
Updated Items in Red Italics

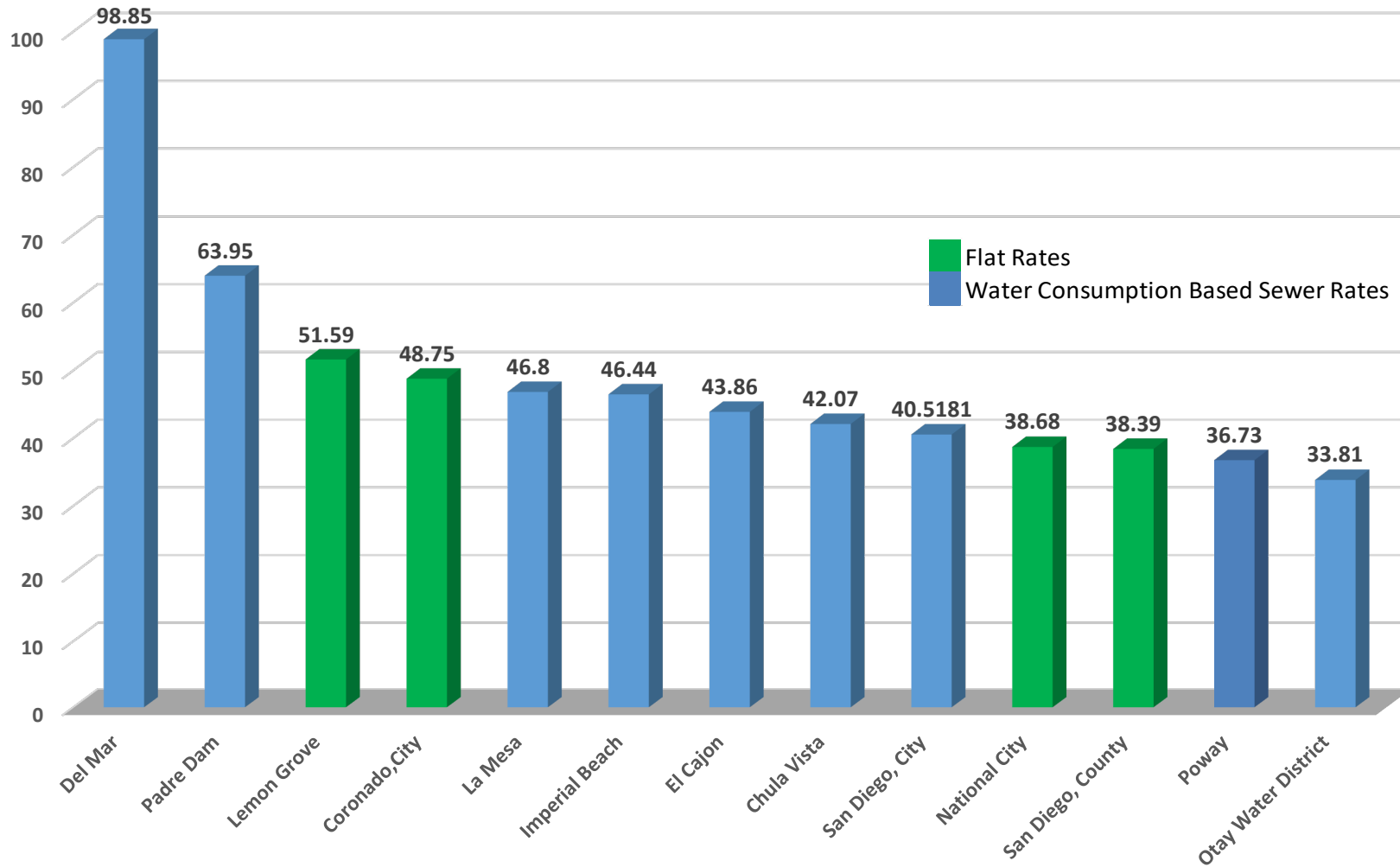
Active Items	Description	Member(s)
Residuals Management Working Group	This working group was formed to continue work on Sections 2.9.2 and 2.9.3 of the Amended and Restated Agreement regarding the potential transfer of the East Mission Gorge Pumps Station and the disposal, treatment, or transfer of residuals. 1/19: Group continues to meet. 3/19: Working Group has been meeting w/Padre Dam, Coronado, & Otay. 6/19: Draft agreement has been prepared and is being reviewed/refined. <i>4/20: Draft Agreement is in final stages and will hopefully be completed in June/July.</i>	Eric Minicilli Yazmin Arellano Dan Brogadir Seval Sen Scott Tulloch Dexter Wilson SD staff & consultants
Phase I Financial Implementation Working 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. 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. 6/19: Group will start meeting in July 2019 on a regular basis.	Roberto Yano 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. 1/19: Group will start meeting in February.	Roberto Yano Karyn Keese Scott Tulloch Dexter Wilson SD staff & consultants
Pretreatment Working Group	Formed to work with San Diego on new standards for industrial waste discharge. 1/19: SD has received draft report from consultant but has sent back for revisions. Second draft will be reviewed by working group. 6/19: Working group has met and reviewed draft of report. Presentation made by Stantec of recommendations to Metro TAC. Copy attached to June agenda.	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. 1/19: Working group formed. First meeting 2/20/19. 6/19: Group continues to meet and work on updating website. Goal is to totally revise New Director's Manual by end of October once Strategic plan is completed.	Roberto Yano Karyn Keese Lori Peoples Susan Spotts
Exhibit E Audit	1/19: FYE 2017 fieldwork complete. 3/19: FYE 2018 entrance conference complete. Sample selection complete. 6/19: FY 2018 fieldwork completed week of June 17, 2019. <i>4/20: FY 2018 audit/reconciliation should be complete in July. FY 2019 sample selection is complete.</i>	Karen Jassoy Karyn Keese Dexter Wilson
IRWMP	Members should monitor funding opportunities at: http://www.sdirwmp.org 1/19: PA representatives continue to report monthly at Metro TAC 3/19: Minutes from 3/20/19 Meeting attached to work plan. 6/19: Metro TAC given monthly updates. See Metro TAC minutes for updates.	Yazmin Arellano Beth Gentry



Metro TAC & JPA Work Plan
Active & Pending Items
April 2020
Updated Items in Red Italics

Active Items	Description	Member(s)
Strength Based Billing Evaluation	San Diego will hire a consultant every three years to audit the Metro metered system to insure against billing errors. 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>4/20: Presentation is complete. Since it is 2 hrs. in length PUD will wait to present when meetings can be resumed.</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

Sewer Rate Comparison for Metro Participating Agencies
Single Family Monthly Rates Based on 7 HCF of Water Usage
Effective January 1, 2020 for FY 2020



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		