



METRO TAC AGENDA
(Technical Advisory Committee to Metro JPA)

TO: Metro TAC Representatives and Metro Commissioners
DATE: Wednesday, May 16, 2018
TIME: 11:00 a.m. to 1:30 p.m.
LOCATION: 9192 Topaz Way, (PUD MOC II Auditorium) – Lunch will be provided

PLEASE DISTRIBUTE THIS NOTICE TO METRO COMMISSIONERS AND METRO TAC REPRESENTATIVES

1. **ACTION:** Review, Consideration and Possible Action to Approve MetroTAC Action Minutes for the Meeting of [April 18, 2018](#) (**Attachment**)
2. **REVIEW:** Metro Commission/JPA Board Meeting Recap (Standing Item)
3. **ACTION:** Consideration and Possible Action to Recommend Approval of Amendment to the Treasurers Contract with Padre Dam Municipal Water District for FY 2019 (Greg Humora/Karyn Keese) (**Attachment**)
4. **ACTION:** Consideration and Possible Action to Recommend Approval of the FY 2019 Contract with The Keze Group, LLC for Financial Management Services (Greg Humora) (**Attachment**)
5. **ACTION:** Consideration and Possible Action to Recommend Approval of Amendment to Agreement for Administrative Support Services with Lori Anne Peoples Through FY 2022 (Greg Humora/Karyn Keese) (**Attachment**)
6. **ACTION:** Consideration and Possible Action to Recommend Approval of Reimbursement Agreement with City of San Diego for Administrative Support Services Through FY 2022 (Greg Humora/Karyn Keese) (**Attachment**)
7. **ACTION:** Consideration and Possible Action to Recommend Approval of the FY 2019 NV5 Contract for Engineering Services (Greg Humora/Karyn Keese) (**Attachment**)
8. **ACTION:** Consideration and Possible Action to:
 - i. Recommend Approval of FY 2019 Scope of Work for City of Lemon Grove Consultant Wilson Engineering for Engineering Support Services. (Greg Humora/Karyn Keese) (**Attachment**)
 - ii. Recommend Approval of Amendment to Reimbursement Agreement with City of Lemon Grove Sanitation District for Engineering Support Services of Wilson Engineering for FY 2019 (Greg Humora/Karyn Keese) (**Attachment**)
 - iii. Recommend Authorizing Chair or Designee to execute Amendment to Reimbursement Agreement with City of Lemon Grove

9. **REVIEW:** FY 2019 Budget for Legal Counsel (Best Best & Krieger LLP) (Greg Humora/Karyn Keese)
10. **ACTION:** Review and Consideration and Possible Action to Recommend the Metro Commission/Metro Wastewater JPA Approval of the FY 2019 Metro Wastewater JPA Budget (Karen Jassoy/Karyn Keese) (**Attachment**)
11. **ACTION:** Consideration and Possible Action to Recommend Approval of the FY 2019 Proposed City of San Diego Metro Wastewater Utility Budget.(Mark Gonzalez) (**Attachment Forthcoming**)
12. **ACTION:** Amendment to increase work in FY 2017-18 in the amount of \$10,500 with a corresponding revision to Exhibits A and B for City of Lemon Grove Consultant Wilson Engineering for Engineering Support Services. (Greg Humora/Karyn Keese) (**Attachment**)
13. **REVIEW:** Proposed Pure Water Cost Allocation Deal Points for Inclusion in Proposed Amended and Restated Regional Wastewater Disposal Agreement (Greg Humora/Roberto Yano/Scott Tulloch) (**Attachment forthcoming**)
14. **REPORT:** Update from Pure Water Facilities Working Group (Roberto Yano)
15. **REPORT:** Update from Pure Water Cost Allocation Working Group (Scott Tulloch/Dexter Wilson)
16. **REPORT:** Update from Regional Wastewater Disposal Agreement Flow Commitment Working Group (Yazmin Arellanos)
17. **REPORT:** Update from Sample Rejection Protocol Working Group (Edgar Patino)
18. Metro Wastewater Update (Standing Item) (Edgar Patino)
19. Pure Water Program Update (Standing Item) (John Helminski)
20. Metro Capital Improvement Program and Funding Sources (Standing Item) (Tung Phung)
21. Financial Update (Standing Item) (Karyn Keese)
22. IRWMP Update (Standing Item) (Robert Yano)
23. MetroTAC Work Plan (Standing Item) (Greg Humora) (**Attachment**)
24. Review of Items to be Brought Forward to the Regular Metro Commission/Metro JPA Meeting (**June 7, 2018**)
25. Other Business of Metro TAC
26. Adjournment ([To the next Regular Meeting June 20, 2018](#))

Metro TAC 2018 Meeting Schedule

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

Attachment 1

Minutes of

April 18, 20188

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

ACTION MINUTES

DATE OF MEETING: April 18, 2018
TIME: 11:00 AM
LOCATION: PUD MOC II Auditorium

MEETING ATTENDANCE:

Greg Humora, La Mesa
Frank Rivera, Chula Vista
Ed Walton, Coronado
Joe Bride, Del Mar
Yazmin Arellano, El Cajon
Dennis Davies, El Cajon
Erin Bullers, La Mesa
Mike James, Lemon Grove
Dexter Wilson, Lemon Grove
Roberto Yano, National City
Steve Beppler, Otay MWD
Kevin Koeppen, Otay MWD
Seval Sen, Padre Dam MWD
Rudy Guzman, Poway
Alex Heide, Poway
Angelina Martinez, Poway
Dan Brogadir, County of San Diego
Susan Spotts, County of San Diego

John Helminski, City of San Diego
Katia Garcia, City of San Diego
Edgar Patino, City of San Diego
Charlotte Strong-Williams, City of San Diego

Doug Owen, Stantec

Scott Tulloch, NV5
Carmen Kasner, NV5
Karyn Keese, Keze Group
Lori Anne Peoples, Metro Comm/Metro JPA/MetroTAC

Jerry Jones, Metro Comm/Metro JPA
Chair

1. Review and Approve MetroTAC Action Minutes for the Meeting March 21, 2018

ACTION: Motion by Dan Brogadir, seconded by Chair Humora to approve the MetroTAC Action Minutes. The motion carried unanimously.

Item 9 was heard here

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

Chair Humora stated that at the April 5, 2018 Metro Commission/JPA Board meeting the JPA heard the SDG&E presentation which was well received and was provided a general overview of the EIR status/process.

3. REPORT: Update from Pure Water Facilities Working Group

Roberto Yano stated the committee was continuing to work through and submitted comments on 90% of the Morena plans. A meeting is scheduled with the San Diego staff on alternative analysis.

4. REPORT: Update from Regional Wastewater Cost Allocation Working Group

Scott Tulloch stated that the goal of the JPA is to have an amendment to the original agreement approved by the San Diego City Council at the same time as Phase 1 goes forward. They have been meeting weekly and included General Counsel. Tom Zeleny feels they can incorporate the changes into the document. Once the draft is completed it will be sent to all groups for comments and returned to BBK early May for finalization.

Dexter Wilson stated the revisions will be as a restated agreement. Conceptual approval has been reached on all major items.

5. REPORT: Update from Regional Wastewater Disposal Agreement Flow Commitment Working Group

Yazmin Arellano thanked the PAs for replying and providing projection flows. They are scheduling meetings with the agencies with questions. The plan is to put together a spread sheet after they meet with Poway and Otay by Mid-May and will then distribute it to all.

Dexter Wilson noted that with pluses and minuses, the flows are close to where they were before.

John Helminski stated that between March and July the City of San Diego will be securing funds which after the constructability schedule is complete may shift.

Karyn Keese stated Lee Ann Jones-Santos was working on 10 year cash flow projections.

6. REPORT: Update from Sample Rejection Protocol Working Group

Edgar Patino presented a Memorandum with the subject "Metro Billing Sample Rejection Protocol".

Dexter Wilson thanked everyone for all of their input.

Karyn reminded Edgar Patino that he and Erin Bullers were to do a training session for the TAC members.

7. ACTION: Consideration and Possible Action to Recommend Approval to the Metro Comm/Metro Wastewater JPA of the Treasurer's Report for July 1, 2017 through March 31, 2018

Karyn Keese provided a brief verbal overview of the report noting that there were reserves available to cover anything unexpected. She also noted that the next meeting will be a long meeting with budgets being reviewed.

8. Metro Wastewater Update

Edgar Patino stated he had nothing to report.

Item 9 was heard after Item 1

9. Pure Water Program Update

John Helminski stated that on April 10, 2018 the San Diego City Council heard the EIR and unanimously approved it. The only opposition heard was to a pipeline alignment at Genesee/Nobel Drive, Clairemont and Scripps Road. They approved the 2 CH2M Hill Contracts. The City Council requested staff put together working groups along the pipeline alignments of UTC/Clairemont/Morena/Scripps Ranch and hold meetings in June and July. It is anticipated that Mid May they will have the constructability schedule to review and wrap up in August. July is also scheduled for authorization of all construction packages so the schedule may slip to September. He will bring back the activity schedule to the next meeting. Project design is proceeding and is at 90+ percent complete.

10. Metro Capital Improvement Program and Funding Sources (Standing item)

There was no report

11. Financial Update (Standing Item)

Karyn Keese stated that Seth promises that the 2015 Audit will be provided in May and that it is looking like it will be good news.

12. IRWMP Report (Standing Item)

Roberto Yano stated he had no report.

13. MetroTAC Work Plan (Standing Item)

Karyn Keese stated the report was the same as last month with minor clean up done on the PA's rates. She requested updated lists from Edgar Patino.

14. Review of Items to be Brought Forward to the Regular Metro Commission/Metro JPA Meeting (April 5, 2018)

There were none noted.

15. Other Business of Metro TAC

There was none.

16. Adjournment to the next Regular Meeting, May 18, 2018

At 11:45 a.m. the meeting was adjourned.

Attachment 3
Amendment to
Treasurers Contract
w/Padre Dam MWD
FY 20193

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

THIS ~~FOURTH~~FIFTH AMENDMENT is made and entered into this ~~+~~ day of ~~July, 2017~~, 2018, by and between the Metro Wastewater Joint Powers Authority (hereinafter referred to as "Metro JPA"), a joint powers authority organized and operating pursuant to California Government Code section 6500 *et seq.*, and the Padre Dam Municipal Water District (hereinafter referred to as the "District").

RECITALS

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

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

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

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

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

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

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

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

1. Section 4 of the Agreement, as amended by the First Amendment, Second

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

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

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

IN WITNESS WHEREOF, this ~~Fourth~~Fifth Amendment to the Agreement for Treasurer Services is executed by Metro JPA and by the District on the day and year first written above.

METRO WASTEWATER JPA:

PADRE DAM MUNICIPAL WATER DISTRICT:

By: _____
Jerry Jones
Chair

By: _____
Allen Carlisle
General Manager

APPROVED AS TO FORM:

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

Summary report: Litéra® Change-Pro 7.5.0.135 Document comparison done on 5/10/2018 5:18:14 PM	
Style name: Default Style	
Intelligent Table Comparison: Active	
Original DMS: iw://iManage/iManage/29780996/1	
Modified DMS: iw://iManage/iManage/31088426/1	
Changes:	
Add	19
Delete	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.)	0
Embedded Excel	0
Format changes	0
Total Changes:	31

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

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

RECITALS

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

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

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

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

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

AGREEMENT

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

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

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

[Signatures on following page]

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

METRO WASTEWATER JPA:

**PADRE DAM MUNICIPAL WATER
DISTRICT:**

By: _____

Cheryl Cox
Chairperson

By: _____

Allen Carlisle
General Manager

APPROVED AS TO FORM:

Paula C. P. de Sousa
General Counsel

METRO WASTEWATER JPA

Attachment 4
Contract 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, ~~2017~~2018, by and between the METRO WASTEWATER JOINT POWERS AUTHORITY (hereinafter referred to as the "Metro JPA"), a joint powers authority organized and operating pursuant to California Government Code section 6500 *et seq.*, and The Keze Group LLC (hereinafter referred to as "Consultant"). Metro JPA and Consultant are sometimes referred to individually as "Party" and collectively as "Parties."

RECITALS

A. Metro JPA is a public agency of the State of California and is in need of professional services for the following project: As-needed Technical, Financial, and Administrative Support services for the fiscal year of ~~2017~~-2018-2019 as set forth in more detail herein.

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

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

AGREEMENT

NOW THEREFORE, IT IS AGREED AS FOLLOWS:

1. Services.

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

2. Compensation.

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

b. In no event shall the total amount paid for services rendered by Consultant pursuant to Exhibit "A" exceed ~~\$75,200.00~~77,600.00 without the written approval of Metro JPA. Periodic payments shall be made within thirty (30) days of receipt of a statement for services rendered. Payments to Consultant for work performed will be made on a monthly billing basis.

3. Additional Work.

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

4. Substitution of Key Personnel.

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

5. Maintenance of Records.

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

6. Time of Performance; Term.

Consultant shall commence and perform the Services in a prompt and timely manner and shall commence performance beginning July 1, ~~2017~~2018. This Agreement shall terminate on June 30, ~~2018~~2019, unless otherwise extended by a written amendment signed by both Parties or otherwise earlier terminated pursuant to Article 15 of this Agreement.

7. Delays in Performance.

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

Should such circumstances occur, the non-performing Party shall, within a reasonable time of being prevented from performing, give written notice to the other Party describing the

circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

8. Compliance with Law.

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

9. Standard of Care.

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

10. Assignment and Subconsultant.

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

11. Independent Consultant.

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

12. Insurance.

a. Commercial General Liability.

(i) The Consultant shall take out and maintain, during the performance of all work under this Agreement, in amounts not less than specified herein, Commercial General Liability Insurance, in a form and with insurance companies acceptable to Metro JPA.

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

(1) Insurance Services Office Commercial General Liability coverage (Occurrence Form CG 00 01) or exact equivalent.

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

(1) Bodily Injury and Property Damage

- (2) Personal Injury/Advertising Injury
- (3) Premises/Operations Liability
- (4) Products/Completed Operations Liability
- (5) Aggregate Limits that Apply per Project
- (6) Explosion, Collapse and Underground (UCX) exclusion deleted
- (7) Contractual Liability with respect to this Agreement
- (8) Broad Form Property Damage
- (9) Independent Consultants Coverage

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

(v) The policy shall give Metro JPA, the Board and each member of the Board, its officers, employees, agents and Metro JPA designated volunteers additional insured status using ISO endorsement forms CG 20 10 10 01 and 20 37 10 01, or endorsements providing the exact same coverage.

(vi) The general liability program may utilize either deductibles or provide coverage excess of a self-insured retention, subject to written approval by the Metro JPA, and provided that such deductibles shall not apply to Metro JPA as an additional insured.

b. Automobile Liability.

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

(ii) Coverage for Automobile Liability Insurance shall be at least as broad as Insurance Services Office Form Number CA 00 01 covering automobile liability (Coverage Symbol 1, any auto).

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

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

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

Combined Single Limit

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

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

(iii) Requirement of specific coverage or minimum limits contained in this section are not intended as a limitation on coverage, limits or any other requirement, or a waiver of any coverage normally provided by any insurance. Any available coverage shall be provided to the parties required to be named as Additional Insured pursuant to this Agreement.

f. Evidence Required.

Prior to execution of the Agreement, the Consultant shall file with the Metro JPA evidence of insurance from an insurer or insurers certifying to the coverage of all insurance required herein. Such evidence shall include original copies of the ISO CG 00 01 (or insurer's equivalent) signed by the insurer's representative and Certificate of Insurance (Acord Form 25-S or equivalent), together with all required endorsements. All evidence of insurance shall be signed by a properly authorized officer, agent, or qualified representative of the insurer and shall certify the names of the insured, any additional insureds, where appropriate, the type and

amount of the insurance, the location and operations to which the insurance applies, and the expiration date of such insurance.

g. Policy Provisions Required.

(i) Consultant shall provide Metro JPA at least thirty (30) days prior written notice of cancellation of any policy required by this Agreement, except that the Consultant shall provide at least ten (10) days prior written notice of cancellation of any such policy due to non-payment of premium. If any of the required coverage is cancelled or expires during the term of this Agreement, the Consultant shall deliver renewal certificate(s), including the General Liability Additional Insured Endorsement, to Metro JPA at least ten (10) days prior to the effective date of cancellation or expiration.

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

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

(iv) All required insurance coverages, except for the professional liability coverage and automobile liability coverage, shall contain or be endorsed to waiver of subrogation in favor of Metro JPA, the Board and each member of the Board, its officers, employees, agents and Metro JPA designated volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against Metro JPA, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

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

h. Qualifying Insurers.

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

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

i. Additional Insurance Provisions.

(i) The foregoing requirements as to the types and limits of insurance coverage to be maintained by Consultant, and any approval of said insurance by Metro JPA, is not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Consultant pursuant to this Agreement, including but not limited to, the provisions concerning indemnification.

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

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

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

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

13. Indemnification.

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

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

14. Laws, Venue, and Attorneys' Fees.

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

15. Termination or Abandonment.

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

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

16. Documents.

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

17. Organization.

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

18. Notice.

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

METRO JPA:	CONSULTANT:
Metro Wastewater JPA c/o La Mesa City Hall 8130 Allison Ave., La Mesa, CA 91942 Attn: c/o Greg Humora, City of La Mesa	The Keze Group, LLC 1801 E 51st Street, Suite 365, Unit 522 Austin, TX 78723 Attn: Karyn Keese

and shall be effective upon receipt thereof.

19. Third Party Rights.

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

20. Severability.

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

21. Integration.

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

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

METRO WASTEWATER JPA:

The Keze Group, LLC:

By: _____
Jerry Jones
Chair

By: _____
Karyn Keese

APPROVED AS TO FORM:

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

EXHIBIT “A”

Scope of Services

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

I. SCOPE OF SERVICES

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

I. SCOPE OF SERVICES

A. Routine Services

The routine services will include the following tasks:

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

B. Routine Audit Review – Public Utilities Department (PUD), Wastewater Operations

Branch Exhibit E Audit Review – FYEs ~~2016 and~~ 2017 and 2018

1. Review and negotiate the auditors Scope of Work.
2. Attend Entrance and Exit Conferences with the Auditors.
3. Select operating, CIP, and non-operating revenue audit samples.
4. Attend call in to Interim ~~Bi-Weekly~~ work meetings with the Auditors

(maximum of 5 per audit).

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

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

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

Committee, and the Metro Wastewater JPA meetings.

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

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

F. Metro TAC Staff Support – This task includes 12 hours per month for financial analysis and consulting in support of varied Metro TAC Work Plan projects. TKG will support, as-needed, the items contained in the Metro TAC FYE ~~2017~~2019 Work Plan. One key issue that will continue during FYE ~~2018~~2019 is the North City optimized system debt service reconciliation and recycled water sales projections and the forecast for the eventual debt service pay-off to the Water Utility. Also, a billing formula needs to be prepared and implemented which will bill any PA that diverts their flow from the Metro System for the remaining debt service for existing Metro facilities and for ongoing capital projects required to maintain them. In addition, the billing Protocol will need to be revised to reflect the cash flow needed for Pure Water Program costs.

II. ADDITIONAL SERVICES AS REQUESTED

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

EXHIBIT "B"

Schedule of Charges

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

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

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

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

EXHIBIT “C”

Insurance Certificates

Insurance documentation is included on the following pages.

Summary report: Litéra® Change-Pro 7.5.0.135 Document comparison done on 5/10/2018 11:54:13 AM	
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Move To	1
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Table Delete	1
Table moves to	0
Table moves from	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	1
Embedded Excel	0
Format changes	0
Total Changes:	47

Attachment 5
Amend. to Agrmt.
Adm. Supt. Svs.
Lori Anne Peoples
FY 2020

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

THIS ~~FIRST~~SECOND AMENDMENT ("Amendment") is made and entered into this _____ day of _____, ~~2016~~2018, by and between the Metro Wastewater Joint Powers Authority, existing and organized pursuant to the provisions of Government Code section 6500 *et seq.* ("Metro JPA") and Lori Anne Peoples ("Ms. Peoples"). Metro JPA and Ms. Peoples are sometimes individually referred to herein as the "Party" and collectively as the "Parties."

RECITALS

A. Metro JPA and Ms. Peoples entered into an Agreement for Administrative Support Services on April 11, 2014 ("Agreement") for Ms. Peoples to provide clerical support and related services to facilitate monthly Metro JPA, Metro JPA Committees, Metro Commission, and Metro TAC meetings, and any special meetings, as further described in the Agreement.

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

C. The Parties previously amended the Agreement on June 2, 2016 to extend the Term of the Agreement through June 30, 2018 (the "First Amendment").

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

E. ~~D.~~ In addition to extending the Term, the First Amendment amended Section 4 of the Agreement ~~states to state~~ that Ms. Peoples will spend approximately ~~twenty (20) hours per month providing Administrative Services to Metro Commission during the Term of the Agreement, and approximately four (4)~~ten (10) hours per month providing Administrative Services to Metro JPA and Metro TAC during the Term of the Agreement.

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

G. ~~F.~~ Both Metro JPA and Ms. Peoples mutually desire to amend the Agreement to increase the estimated number of hours Ms. Peoples will spend providing Administrative Services to the Metro Commission, Metro JPA, and Metro TAC to reflect ~~that Ms. Peoples will assume~~an increase in workload due to the Pure Water Program and functions related to the Metro TAC minute preparation function beginning on July 1, 2016JPA Finance Committee.

NOW THEREFORE, in consideration of the mutual obligations of the parties herein

expressed, Metro JPA and Ms. Peoples agree as follows:

1. Section 2 of the Agreement is amended to extend the Term of the Agreement to terminate on June 30, ~~2018~~2022.

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

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

3. ~~2.~~ Section 4 of the Agreement is amended to increase the estimated monthly hours Ms. Peoples will spend providing Administrative Services to the Metro Commission from twenty (20) hours to twenty-five (25) hours and providing Administrative Services to Metro JPA and Metro TAC from ~~four (4) hours to~~ ten (10) hours to twelve (12) hours.

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

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

METRO WASTEWATER JPA:

LORI ANNE PEOPLES:

By: _____
~~Jim Peasley~~Jerry Jones
Chairperson

By: _____
Lori Anne Peoples

APPROVED AS TO FORM:

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

Summary report: Litéra® Change-Pro 7.5.0.135 Document comparison done on 5/10/2018 9:41:39 AM	
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Intelligent Table Comparison: Active	
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Delete	18
Move From	0
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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:	46

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

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

RECITALS

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

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

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

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

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

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

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

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

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

AGREEMENT

1. Services. Ms. Peoples agrees to provide clerical support and related services to facilitate monthly Metro JPA, Metro JPA Committees, Metro Commission, and Metro TAC meetings, and any special meetings that may be called, including: preparation of agendas and attachments; posting of agendas and notices in compliance with State laws; distribution via e-mail and mailing of agenda packages; attending meetings and taking action and summary minutes; distribution via e-mail of minutes; preparation of and e-mailing and mailing of all necessary correspondence; interfacing with the Chair and Commissioners by phone, e-mail and fax; facilitating and submitting monthly per diem forms for Commissioners; maintaining Metro rosters; maintaining files; preparation and tracking of Annual, Assuming and Leaving Office FPPC 700 Conflict of Interest forms; processing and tracking of all contracts and agreements entered into by the Metro JPA; providing informational updates and acting as liaison to the Webmaster; serving as a contact person for the Metro JPA, Metro JPA Committees, Metro Commission, and Metro TAC; and performance of other duties as assigned ("Administrative Services").
2. Term and Termination. The term of this Agreement shall commence on April 11, 2014 and terminate on June 30, 2016 ("Term"). This Term may be extended in a writing signed by both Parties. Either Party may terminate this Agreement upon thirty (30) calendar days written notice to the other Party.
3. Reimbursement/Payment. For the Term of this Agreement, as defined in Section 2 above, the Metro JPA agrees to pay Ms. Peoples at the rate of \$52.50 per hour plus mileage at the current IRS Rate/Mile and actual costs for postage and supplies. Metro JPA will, upon submission of proper documentation, reimburse Ms. Peoples up to \$450 per quarter, or pro rata portion thereof, for cell phone, internet access, and technology costs incurred by Ms. Peoples requisite to conduct the Administrative Services.
4. Monthly Hours. The Parties estimate that Ms. Peoples will spend approximately twenty (20) hours per month providing Administrative Services to Metro Commission during the Term of this Agreement, and approximately four (4) hours per month providing Administrative Services to Metro JPA and Metro TAC during the Term of this Agreement. Metro JPA, through direction of its Chairperson, hereby reserves the right, upon mutual agreement of the Parties, to extend or otherwise modify these estimated monthly hours to obtain increased or amended Administrative Services from Ms. Peoples as necessary.
5. Invoicing. Ms. Peoples shall submit quarterly invoices to the Metro JPA for reimbursement of the Administrative Services provided under this Agreement. The invoices shall contain documentation of the hours Ms. Peoples spent providing

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

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

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

9. Insurance. Ms. Peoples shall provide proof of commercial general liability and automobile insurance to the Metro JPA in amounts and with policies, endorsements, and conditions required by the Metro JPA for the Administrative Services.
10. General Terms.
 - a. Standard of Care. The Administrative Services will be performed in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions.

- b. Assignment and Subconsultants. Ms. Peoples and Metro JPA shall not assign, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the written consent of the other Party, which may be withheld for any reason.
- c. Independent Contractor. Ms. Peoples is retained as an independent contractor and is not an employee of Metro JPA. No employee or agent of Ms. Peoples shall become an employee of Metro JPA.
- d. Laws, Venue, and Attorneys' Fees. This Agreement shall be interpreted in accordance with the laws of the State of California; any action to enforce the terms of this Agreement shall be brought in a state or federal court situated in the County of San Diego, State of California. In the event of any such litigation between the Parties, the prevailing Party shall be entitled to recover from the losing Party all reasonable costs incurred, including reasonable attorneys' fees, as determined by the court.
- e. Amendment; Modification; Severability. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties. The unenforceability, invalidity, or illegality of any provision(s) of this Agreement shall not render the other provisions unenforceable, invalid, or illegal.
- f. Integration. This Agreement represents the entire understanding of the Parties as to those matters contained herein, and supersedes and cancels any prior oral or written understanding, promises, or representations with respect to those matters covered hereunder.

[Signatures on following page]

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

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

Dated: 3-6-2014

Lori Anne Peoples

By: Lori Anne Peoples

Dated: March 6, 2014

Metro Wastewater Joint Powers Authority

By: Cheryl Cox
Cheryl Cox, Chairperson

Approved as to form:

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

Attachment 66
Reimb. Agmt.
City of San Diego
Adm. Supt. Svs.
FY 2022 FY

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

THIS REIMBURSEMENT AGREEMENT FOR ADMINISTRATIVE SUPPORT SERVICES ("Agreement") is made and entered into this ~~11th~~^{1st} day of ~~April~~^{July}, ~~2014~~²⁰¹⁸, by and between the Metro Wastewater Joint Powers Authority, existing and organized pursuant to the provisions of Government Code section 6500 *et seq.* ("Metro JPA") and the City of San Diego, a municipal corporation ("City"). Metro JPA and the City are sometimes individually referred to herein as the "Party" and collectively as the "Parties."

RECITALS

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

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

C. The activities of the Metro Commission require administrative staff to prepare agendas, distribute mail, prepare minutes and perform other administrative activities to assure the Metro Commission functions within the legal requirements of State law and in a constructive and positive manner ("Administrative Services"); and

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

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

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

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

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

AGREEMENT

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

1.1 Maximum Reimbursement. The City's total reimbursement obligation under the term of the Agreement shall not exceed ~~sixty-five~~eighty-three thousand dollars (~~\$65,000.00~~83,000.00) for administrative services, which is inclusive of reimbursement for the phone, internet access, and technology costs identified in Section 1.0 above.

2. Monthly Hours. The Parties estimate that Ms. Peoples will spend approximately ~~twenty~~twenty-five (~~20~~25) hours per month providing Administrative Services to the Metro Commission for the term of the Administrative Services Agreement. These estimated monthly hours may be extended or otherwise modified upon mutual agreement of the Parties to obtain increased or amended Administrative Services as necessary, consistent with the Administrative Support Services Agreement between Metro JPA and Ms. Peoples. Any increase in estimated hours shall not exceed the maximum reimbursement identified in Section 1.1 of the Agreement without written consent of the parties.

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

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

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

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

CITY:

City of San Diego MWWD
C/O Martin Kane, Agency Contracts
9192 Topaz Way
San Diego, CA 92123

METRO JPA:

Metro Wastewater Joint Powers Authority
C/O Paula de Sousa [Mills](#), General Counsel
655 West Broadway 15th Floor
San Diego CA 92101
Attn: General Counsel and Chair

6. Laws, Venue, and Attorneys' Fees. This Agreement shall be interpreted in accordance with the laws of the State of California; any action to enforce the terms of this Agreement shall be brought in a state or federal court situated in the County of San Diego, State of California. In the event of any such litigation between the Parties, the prevailing Party shall be entitled to recover from the losing Party all reasonable costs incurred, including reasonable attorneys' fees, as determined by the court.

7. Amendment; Modification; Severability. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties. The unenforceability, invalidity, or illegality of any provision(s) of this Agreement shall not render the other provisions unenforceable, invalid, or illegal.

8. Integration. This Agreement represents the entire understanding of the Parties as to those matters contained herein, and supersedes and cancels any prior oral or written understanding, promises, or representations with respect to those matters covered hereunder.

[Signatures on following page]

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

The Metro JPA and the City execute this Agreement as of the date above, indicating that they have read and understood the terms of this Agreement, and indicate their full and complete consent to its terms:

Dated: _____

City of San Diego

By: _____

Dated: _____

Metro Wastewater Joint Powers
Authority

By: _____

~~Cheryl Cox~~, Jerry Jones,
Chairperson

Approved as to form:

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

Counsel
City of San Diego

Exhibit A
Administrative Services Agreement

|

|

Exhibit B

Second Amendment to Administrative Services Agreement

Summary report: Litéra® Change-Pro 7.5.0.135 Document comparison done on 5/10/2018 5:53:58 PM	
Style name: Default Style	
Intelligent Table Comparison: Active	
Original DMS: iw://iManage/iManage/8567884/7	
Modified DMS: iw://iManage/iManage/31080930/1	
Changes:	
Add	22
Delete	18
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:	40

Attachment 7
Agreement with
NV5 Inc.
Eng. Svs.
FY 201919

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

This agreement ("Agreement") is made and entered into as of July 1, ~~2017~~2018, by and between the METRO WASTEWATER JOINT POWERS AUTHORITY (hereinafter referred to as the "Metro JPA"), a joint powers authority organized and operating pursuant to California Government Code section 6500 *et seq.*, and NV5, Inc., a professional services firm (hereinafter referred to as "Consultant"). Metro JPA and Consultant are sometimes referred to individually as "Party" and collectively as "Parties."

RECITALS

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

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

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

AGREEMENT

NOW THEREFORE, IT IS AGREED AS FOLLOWS:

1. Services.

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

2. Compensation.

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

b. In no event shall the total amount paid for Services rendered by Consultant pursuant to Exhibit "A-1" exceed ~~\$75,000.00~~50,000.00 without the written approval of Metro JPA. In no even shall the total amount paid for Additional Social Media Services rendered by Consultant pursuant to Exhibit "A-1" exceed \$6,600.00. Periodic payments shall be made within thirty (30) days of receipt of a statement for services rendered. Payments to Consultant for work performed will be made on a monthly billing basis.

3. Additional Work.

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

4. Substitution of Key Personnel.

Consultant has represented to Metro JPA that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence and experience upon written approval of Metro JPA. In the event that Metro JPA and Consultant cannot agree as to the substitution of key personnel, Metro JPA shall be entitled to terminate this Agreement for cause, pursuant to provisions of Section 16 of this Agreement. The key personnel for performance of ~~this~~the Services under this Agreement are as follows: **Scott Tulloch, and Carmen Kasner.**

5. Maintenance of Records.

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

6. Time of Performance; Term.

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

7. Delays in Performance.

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

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

8. Compliance with Law.

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

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

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

9. Standard of Care.

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

10. Assignment and Subconsultant.

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

11. Independent Consultant.

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

12. Insurance.

a. Commercial General Liability.

(i) The Consultant shall take out and maintain, during the performance of all work under this Agreement, in amounts not less than specified herein, Commercial General Liability Insurance, in a form and with insurance companies acceptable to Metro JPA.

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

(1) Insurance Services Office Commercial General Liability coverage (Occurrence Form CG 00 01) or exact equivalent.

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

- (1) Bodily Injury and Property Damage
- (2) Personal Injury/Advertising Injury
- (3) Premises/Operations Liability
- (4) Products/Completed Operations Liability
- (5) Aggregate Limits that Apply per Project
- (6) Contractual Liability with respect to this Agreement
- (7) Broad Form Property Damage
- (8) Independent Consultants Coverage

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

(v) The policy shall give Metro JPA, the Board and each member of the Board, its officers, employees, agents and Metro JPA designated volunteers additional insured status using ISO endorsement forms CG 20 10 10 01 and 20 37 10 01, or endorsements providing the exact same coverage.

(vi) The general liability program may utilize either deductibles or provide coverage excess of a self-insured retention, subject to written approval by the Metro JPA, and provided that such deductibles shall not apply to Metro JPA as an additional insured.

b. Automobile Liability.

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

(ii) Coverage for Automobile Liability Insurance shall be at least as broad as Insurance Services Office Form Number CA 00 01 covering automobile liability (Coverage Symbol 1, any auto).

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

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

c. Workers' Compensation/Employer's Liability.

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

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

d. Professional Liability (Errors and Omissions).

At all times during the performance of the work under this Agreement the Consultant shall maintain Professional Liability Insurance or Errors and Omissions Insurance appropriate to its profession, in a form and with insurance companies acceptable to Metro JPA and in an amount indicated herein. This insurance shall be endorsed to include contractual liability applicable to this Agreement and shall be written on a policy form coverage specifically designed to protect against acts, errors or omissions of the Consultant. "Covered Professional Services" as designated in the policy must specifically include work performed under this Agreement.

e. Minimum Policy Limits Required

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

Combined Single Limit

Commercial General Liability

\$1,000,000 per occurrence/

	\$2,000,000 aggregate for bodily injury, personal injury, and property damage
Automobile Liability	\$1,000,000 per occurrence for bodily injury and property damage
Workers' Compensation	Statutory
Employer's Liability	\$1,000,000 per occurrence
Professional Liability	\$1,000,000 per claim and aggregate (errors and omissions)

(ii) Defense costs shall be payable in addition to the limits, with the exception of the professional liability policy.

(iii) Requirement of specific coverage or minimum limits contained in this section are not intended as a limitation on coverage, limits or any other requirement, or a waiver of any coverage normally provided by any insurance. Any available coverage shall be provided to the parties required to be named as Additional Insured pursuant to this Agreement.

f. Evidence Required.

Prior to execution of the Agreement, the Consultant shall file with the Metro JPA evidence of insurance from an insurer or insurers certifying to the coverage of all insurance required herein. Such evidence shall include original copies of the ISO CG 00 01 (or insurer's equivalent) signed by the insurer's representative and Certificate of Insurance (Acord Form 25-S or equivalent), together with all required endorsements. All evidence of insurance shall be signed by a properly authorized officer, agent, or qualified representative of the insurer and shall certify the names of the insured, any additional insureds, where appropriate, the type and amount of the insurance, the location and operations to which the insurance applies, and the expiration date of such insurance.

g. Policy Provisions Required.

(i) Consultant shall provide Metro JPA at least thirty (30) days prior written notice of cancellation of any policy required by this Agreement, except that the Consultant shall provide at least ten (10) days prior written notice of cancellation of any such policy due to non-payment of premium. If any of the required coverage is cancelled or expires during the term of this Agreement, the Consultant shall deliver renewal certificate(s), including the General Liability Additional Insured Endorsement, to Metro JPA at least ten (10) days prior to the effective date of cancellation or expiration.

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

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

(iv) All required insurance coverages, except for the professional liability coverage, shall contain or be endorsed to waiver of subrogation in favor of Metro JPA, the Board and each member of the Board, its officers, employees, agents and Metro JPA designated volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against Metro JPA, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

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

h. Qualifying Insurers.

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

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

i. Additional Insurance Provisions.

(i) The foregoing requirements as to the types and limits of insurance coverage to be maintained by Consultant, and any approval of said insurance by Metro JPA, is not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Consultant pursuant to this Agreement, including but not limited to, the provisions concerning indemnification.

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

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

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

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

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

13. Indemnification.

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

14. California Labor Code Requirements.

Consultant is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. If the services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws, if applicable. Consultant shall defend, indemnify and hold Metro JPA, its member agencies, elected officials, officers, employees and

agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Consultant and all subconsultants to comply with all California Labor Code provisions, which include but are not limited to prevailing wages, employment of apprentices, hours of labor and debarment of contractors and subcontractors.

If the services are being performed as part of an applicable “public works” or “maintenance” project, in addition to the foregoing, then pursuant to Labor Code sections 1725.5 and 1771.1, the Consultant and all subconsultants must be registered with the Department of Industrial Relations (“DIR”). Consultant shall maintain registration for the duration of the project and require the same of any subconsultants. This Project may also be subject to compliance monitoring and enforcement by the DIR. It shall be Consultant’s sole responsibility to comply with all applicable registration and labor compliance requirements, including the submission of payroll records directly to the DIR.

15. Laws, Venue, and Attorneys’ Fees.

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

16. Termination or Abandonment.

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

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

17. Documents.

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

18. Organization.

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

19. Notice.

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

METRO JPA:	CONSULTANT:
Metro Wastewater JPA c/o La Mesa City Hall 8130 Allison Ave., La Mesa, CA 91942 Attn: c/o Greg Humora, City of La Mesa	NV5, Inc. 15092 Avenue of Science, Suite 200 San Diego, CA 92126 Attn: c/o Carmen Kasner, NV5, Inc.

and shall be effective upon receipt thereof.

20. Third Party Rights.

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

21. Severability.

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

22. Integration.

This Agreement represents the entire understanding of Metro JPA and Consultant as to those matters contained herein, and supersedes and cancels any prior oral or written understanding, promises or representations with respect to those matters covered hereunder.

This Agreement may not be modified or altered except in writing signed by both Parties hereto.
This is an integrated Agreement.

[SIGNATURES ON FOLLOWING PAGE]

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

METRO WASTEWATER JPA:

NV5 Inc.:

By: _____
Jerry Jones
Chair

By: _____
Carmen Kasner
Regional Managing Director

APPROVED AS TO FORM:

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

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

EXHIBIT “A”

Scope of Services

The purpose of the As-Needed Engineering Consulting Contract for the Metro Wastewater JPA is to provide technical support to the Participating Agencies (“PAs”) in meeting their objectives of Pure Water Program validation. The intention of the As-Needed Contract is to provide review and oversight of the San Diego Metropolitan Sewer System (Metro System) Program with a minimum of duplication by the PAs. By combining the efforts of the PAs into a central focal point, ~~our goal is to assist in increasing~~ we will strive to increase the responsiveness of the group to key issues of concern, ~~ensure~~ assure coverage at key meetings, centralize ~~the~~ data collection, minimize duplication of efforts by the PAs, and reduce ~~the~~ costs of ~~both~~ Metro TAC/JPA efforts, as well as the overall costs of the Metro System Program.

I. Scope of Services

The effort by NV5 will be divided into two major categories, one for routine services and one for Metro TAC engineering support. This will be provided by Scott Tulloch in support of attaining either an administrative fix by EPA or permanent legislation to attain secondary equivalency, and continued efforts working with the City of San Diego Pure Water Program staff on cost allocation, facilities planning, and collaboration with environmental stakeholders.

A. Routine Services

The routine services could include the following tasks:

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

- B. Metro TAC Engineering Support – This task includes engineering technical support as requested by Metro TAC and the Metro JPA. This will include engineering support for such items as the current Waiver of Secondary Treatment at Point Loma and the “Secondary Equivalency Alternative” as outlined in the Metro TAC white paper.

~~This~~ Services will also include representing the Metro JPA on the Water Reliability Coalition through the Friends of Infrastructure, Equinox Policy Committee Meetings, Pure Water Program Technical Advisory Committee Meetings, and any meetings as directed by the Metro TAC and/or the Metro JPA to facilitate the secondary equivalency alternative, Pure Water Program, ~~ete~~.

EXHIBIT "A" (cont.)

Scope of Services

II. Additional Services As Requested

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

EXHIBIT “A-1”

Additional Social Media Services

I. Additional Social Media Services

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

II. Optional Additional Social Media Services

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

EXHIBIT "B"

Schedule of Charges for Services

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

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

2018 Charge Rate Schedule: Southern California

OFFICE:

Technical Services

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

Professional

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

EXPENSES:

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

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

EXHIBIT “B-1”

Schedule of Charges for Additional Social Media Services

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

Social Media Monitoring - \$500/month

Meltwater - \$50/month

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

Gabriela Dow - \$136/hour

Rebecca Cole - \$136/hour

Teresa Leader-Anderson - \$101/hour

Meltwater - \$50/month

EXHIBIT “C”

Insurance Certificates

Insurance documentation is included on the following pages.

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

Attachment 8

i. Scope of Work

ii. Amdt to Reimb.

Agmt Eng. Supt. Svs.

City of LG Consultant

Wilson Engineering

FY 2019

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

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

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

Schedule of Charges – FY 2018-19

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

Summary of Hours by Task:

Task 1 — Estimated 10 hours per month.

Task 5 — 50 hours total.

Task 2 — Estimated 5 hours per month.

Task 3 — Estimated 5 hour per month.

Task 4 — Estimated 10 hours per month.

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

Summary of Costs by Task

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

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

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

RECITALS

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

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

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

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

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

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

2. Amendments.

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

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

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

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

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

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

METRO WASTEWATER JPA

LEMON GROVE SANITATION DISTRICT

By: _____
James Peasley, Vice-Chair

By: _____
Lydia Romero, Executive Director

By: _____
Dexter Wilson, Consultant

APPROVED AS TO FORM:

APPROVED AS TO FORM:

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

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

EXHIBIT A

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

FY 2018-19

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

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

EXHIBIT B

Schedule of Charges – FY 2018-19

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

Summary of Hours by Task:

Task 1— Estimated 10 hours per month.

Task 5 — 50 hours total.

Task 2 — Estimated 5 hours per month.

Task 3 — Estimated 5 hour per month.

Task 4 — Estimated 10 hours per month.

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

Summary of Costs by Task

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

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

THIS AGREEMENT is entered into this 16th day of August, 2017, by and between the METRO WASTEWATER JOINT POWERS AUTHORITY, (hereinafter "Metro JPA"), a joint powers authority organized and operating pursuant to California Government Code section 6500 *et seq.*, and the LEMON GROVE SANITATION DISTRICT (hereinafter the "Lemon Grove"), a member agency of the joint powers authority. Metro JPA and Lemon Grove are sometimes individually referred to herein as the "Party" and collectively as the "Parties."

RECITALS

WHEREAS, Metro JPA is a public agency of the State of California and is in need of professional technical services for the following project: Engineering Services (hereinafter the "Project"); and

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

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

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

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

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

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

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

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

3. Time of Performance; Term; Delays in Performance. Consultant shall commence and perform the Services in a prompt and timely manner and shall commence performance beginning July 1, 2017. This Agreement shall terminate on June 30, 2018, unless otherwise extended by a written amendment signed by both Parties or otherwise earlier terminated in writing by either Party with 10 days advanced notice. In such an event Metro JPA shall immediately be given title and possession to all work product prepared by Consultant for Metro JPA and TAC including original notes, written reports and other documents produced or developed for the Project. Neither Metro JPA nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing Party. For purposes of this Agreement, such circumstances include but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war; riots and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; and sabotage or judicial restraint. Should such circumstances occur, the non-performing Party shall, within a reasonable time of being prevented from performing, give written notice to the other Party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

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

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

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

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

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

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

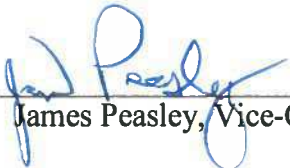
10. Notices. Any notice required or permitted under this Agreement may be personally served on the other party by the party giving notice or may be served by certified mail, return receipt requested, to the following addresses.

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

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

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

METRO WASTEWATER JPA


By: 
James Peasley, Vice-Chair

LEMON GROVE SANITATION DISTRICT

By: 
Lydia Romero, Executive Director

By: 
Dexter Wilson, Consultant

APPROVED AS TO FORM:

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

APPROVED AS TO FORM:

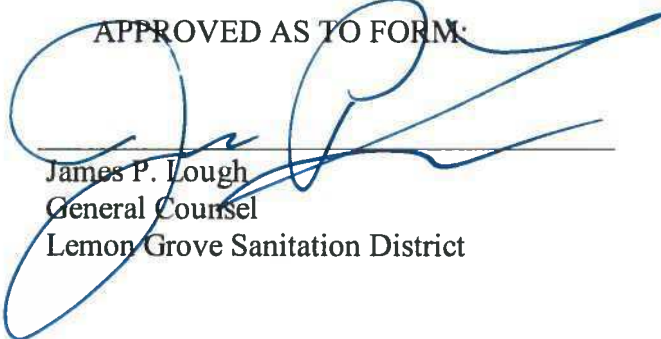
By: 
James P. Lough
General Counsel
Lemon Grove Sanitation District

EXHIBIT A

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

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

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

EXHIBIT B

Schedule of Charges

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

Summary of Hours by Task:

Task 1 — Estimated 10 hours per month.

Task 2 — Estimated 5 hours per month.

Task 3 — Estimated 5 hour per month.

Task 4 — Estimated 10 hours per month.

Task	Professional	Technical	Clerical	Total
1	120	0	0	120
2	60	0	0	60
3	60	0	30	90
4	120	0	0	120
TOTAL	360	0	30	390

Summary of Costs by Task

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

EXHIBIT C

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

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

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

CLASSIFICATION: OFFICE PERSONNEL	HOURLY RATE
Clerical	\$65.00

Attachment 10
FY 2019
Metro Wastewater JPA
Budget



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

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

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

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

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

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

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

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

Attachment 11
FY 2019
City of San Diego
Metro Wastewater
PUD
Budget
(Forthcoming)

Attachment 12
Amendment to
FY 2017-18
City of LG
Consultant
Eng. Supt. Svs.
Wilson
Engineering

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

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

RECITALS

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

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

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

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

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

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

METRO WASTEWATER JPA

LEMON GROVE SANITATION DISTRICT

By: _____
James Peasley, Vice-Chair

By: _____
Lydia Romero, Executive Director

By: _____
Dexter Wilson, Consultant

APPROVED AS TO FORM:

APPROVED AS TO FORM:

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

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

EXHIBIT A

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

FY 2017-18

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

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

EXHIBIT B

Schedule of Charges – FY 2017-18

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

Summary of Hours by Task:

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

Task 2 — Estimated 5 hours per month.

Task 3 — Estimated 5 hour per month.

Task 4 — Estimated 10 hours per month.

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

Summary of Costs by Task

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

Attachment 13
Proposed Pure
Water Cost Allocation
Deal Points for
Inclusion in Proposed
Amended and
Restated Regional
Wastewater Disposal
Agreement
(Forthcoming)³

Attachment 24

MetroTAC

Work Plan

**Metro TAC Work Plan
Active & Pending Items
March 2018**
Updated Items in Red Italics

Active Items	Description	Member(s)
Muni Transportation Rate Study Working Group	San Diego has hired Carollo Engineers to review the existing transportation rate structure. A work group has been formed to review and give input. First meeting will be in December 2017. Although this is a muni issue it is included on the work plan due to its significance and potential effect on all Metro TAC members. <i>3/18: Technical consultants to meet with PUD staff and Carollo on 3/22/18 to review model in detail</i>	Roberto Yano Dan Brogadir Erin Bullers Mark Niemiec Yazmin Arellano Dexter Wilson Karyn Keese Carmen Kasner SD staff
Point Loma Permit Ad Hoc TAC	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. <i>3/18: Group continues to meet at least monthly.</i>	Jerry Jones Jim Peasley Ed Spriggs Bill Baber Steve Padilla Metro TAC staff & JPA consultants
Pure Water EIR Comment Ad Hoc Sub Committee	Created at September 2017 Metro TAC meeting. Purpose to provide technical review of the Pure Water Program EIR and provide draft comments for Metro TAC/JPA review. 10/17: Dexter Wilson & Carmen Kasner reviewed their comments w/Metro TAC. They will forward comments to Chair Humora & he will forward to San Diego. <i>3/18: Comments submitted to EIR staff. Response from San Diego does not address all issues. Technical consultants and Ad Hoc working with City staff on issues.</i>	Roberto Yano Dexter Wilson Carmen Kasner Lisa Coburn-Boyd Paula de Sousa Mills
Pure Water Facilities Working Group	This subcommittee was formed by Metro TAC and is a technical group of engineers and supporting financial staff to work with San Diego staff and consultants on cost allocations for proposed Pure Water facilities. This group meets at least monthly. Current projects include North City and MBC expansions. First meeting was 3/24/17. Roberto Yano is the chair. 5/17: Group continues to meet monthly with PUD and PWP consultants. Reviewed and accepted cost allocation for MBC. 7/17: Facilities WG has submitted their comments to the City of SD on the 30% design of the North City Expansion Project. They are working cooperatively with PUD staff and consultants in the review of the design and their comments. 9/17: Positive progress, reviewed Construction package 1 and 3 and provided comments 10/17: Continued work w/SD on cost allocation of major PWP facilities. Projected draft cost allocation document in November/December 2017. <i>3/18: Working group have reviewed all four construction design packages and has turned in comments & questions to PUD staff. Work on cost allocation continues.</i>	Yazmin Arellano Dan Brogadir Steve Beppler Al Lau Scott Tulloch Dexter Wilson Roberto Yano SD staff & consultants

**Metro TAC Work Plan
Active & Pending Items
March 2018**
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Active Items	Description	Member(s)
Sample Rejection Protocol Working Group	7/16: The sample rejection protocol from the B&C 2013 report has been under discussion between PUD staff and Metro TAC. A working group was formed to deal with this highly technical issue and prepare draft recommendations on any changes to current sampling procedures. The existing protocol is to be used through FY17. If changes are approved to the protocol they will be implemented in FY18. 1/17: Work group continues to meet monthly. 6/17: Working Group has complete their review. Three work items to be brought forward at June Metro TAC and during the next fiscal year quarter: 1) Edgar Patino will write memo to support decisions of working group. 2) PUD financial staff to provide workshop for PAs during next fiscal year quarter to go over strength based billing and how to understand sampling data and quarterly billings. Training session to be videotaped and uploaded to the JPA website 3) Dexter Wilson to provide draft protocol on how to read and validate quarterly billings. <i>March 2018: PUD staff has prepared the draft memo and has distributed it to the working group</i>	Dennis Davies Dan Brogadir Al Lau Dexter Wilson Erin Bullers SD staff
PLWTP Permit Ad Hoc Working Group	1/17: Greg Humora and Scott Tulloch continue to meet with stakeholders. . Milestones are included in each month Metro TAC and Commission agenda packet.	Greg Humora Scott Tulloch SD staff & consultants Enviro members
Flow Commitment Working Group	6/16: Upon the request of Metro Com Chair Jim Peasley Chairman Humora created a working group to review the Flow Commitment section of the Regional Agreement and make recommendations on the fiscal responsibilities of members who might withdraw their flow from the Metro System. The Work Group held their first meeting June 24, 2016. Yazmin Arellano chairs the work group. 1/17: Work group continues to meet monthly. 4/17: Group has prepared draft RFP to hire engineering consultant to update Pt. Loma capacities. 7/17: Working Group is waiting for additional data from PUD staff and is finalizing the scope and selection of a consultant for the Pt. Loma Cost Capacity Study 10/17: Metro System Sewage Generated Flow projections worksheet handed out. Copy attached. <i>3/18: Working group continues to meet monthly; presentation made at March Metro TAC meeting. Agencies to review draft capacity numbers and provide comments by April Metro TAC meeting.</i>	Yazmin Arellano Roberto Yano Erin Bullers Eric Minicilli Al Lau Dexter Wilson Karyn Keese SD staff
Secondary Equivalency	5/14: Definition of secondary equivalency for Point Loma agreed to be enviros 12/14: Cooperative agreement signed between San Diego and enviros to work together to pass legislation for secondary equivalency (until 8/1/19) San Diego indicated that passage of Federal legislation is not possible under the current political environment. San Diego is exploring options for State legislation 9/15: Letter received from EPA endorsing modified permit for Point Loma 6/16: Pursuit of Federal Legislation will be held off until after the November 2016 election. City of San Diego to consult with DC lobbyists on 2/4/17 6/17: Mayor Faulconer to meet with EPA Washington re: proceeding with Admin Fix. JPA to send letter stating that they do not support Admin Fix and request pursuit of permanent legislation instead. 10/17: SD is pursuing both Admin Fix and Secondary Equivalency legislation in Washington; Ad Hoc to monitor efforts. Updates to be provided by SD staff/consultants at each Metro Commission meeting.	Greg Humora Scott Tulloch

**Metro TAC Work Plan
Active & Pending Items
March 2018**
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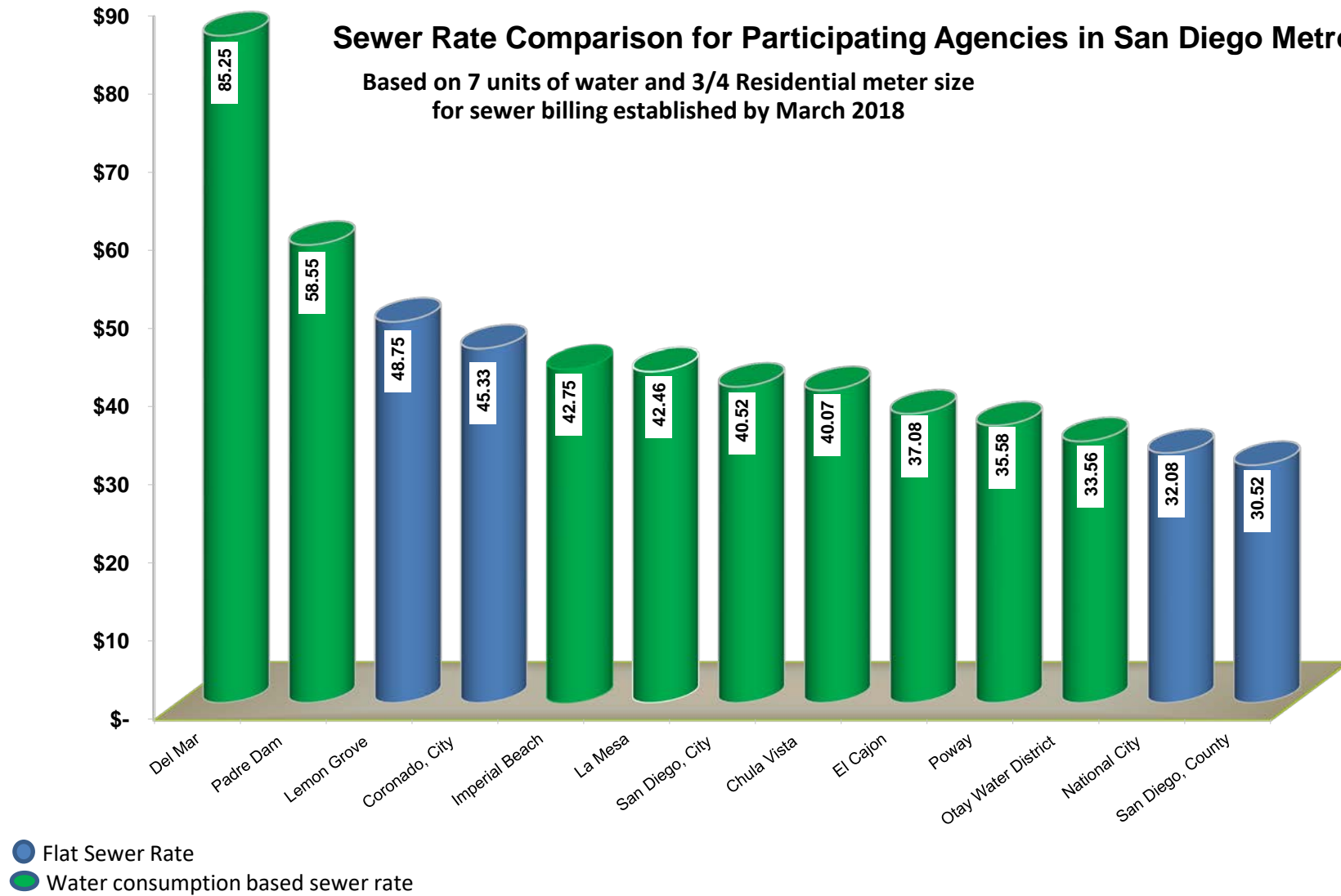
Active Items	Description	Member(s)
Pure Water Program Cost Allocation Working Group	A working group was formed to discuss Pure Water program cost allocation policies. 9/16: Concepts to be refined by Metro TAC and San Diego staff for presentation to Commission 1/17. 4/17: This group is currently being supported on a technical level by the Pure Water Facilities Subcommittee. 7/17: Working group is reviewing full PWP components list with PUD staff. <i>3/18: Cost allocation continues. Phase I cost allocation to be set based on outcome of bids for 13 PWP construction packages due to be bid in the fall of 2018.</i>	Greg Humora Scott Tulloch Roberto Yano Karyn Keese SD staff & consultants
Pure Water Program Cost Allocation Metro TAC Working Group	5/14: Draft facility plan and cost allocation table provided to Metro TAC working group 3/15: Draft cost allocation presentation provided to Metro TAC	Greg Humora Scott Tulloch Rick Hopkins Roberto Yano Al Lau Bob Kennedy Karyn Keese
Exhibit E Audit	6/16: FY 2013 audit accepted by Metro Commission; 9/16: FYE 2014 audit accepted by Metro Commission. FYE 2015 audit report to be issued by end of 2016 and then all audits will be caught up. 1/17: FYE 2015 to be issued in February 2017. FYE 2016 fieldwork is underway with anticipated draft 7/17. 3/17: FYE 2015 audit report issued. Acceptance pending resolution of PWP cost allocation for cost incurred in that fiscal year. 5/17: FYE 2015 audit to move forward as requested costs have been received. FYE 2016 audit field work complete. 6/17: FYE 2015 audit accepted by JPA with assurances that once the PWP cost allocation is complete and approved by all parties that incurred costs will be adjusted as necessary to approved split of shared costs between water and wastewater. FYE 2016 audit field work complete. Completion anticipated in October 2017. 10/17: FYE 2017 Exhibit E Audit has begun. <i>3/18: FYE 2016 audit completion date moved to 4/18. FYE 2017 preliminary draft number prior to fieldwork is showing an increase from \$65 million PA share to \$70 million.</i>	Karyn Keese Karen Jassoy
Amend Regional Wastewater Disposal Agreement	The addition of Pure Water facilities and costs will likely require the amendment of the 1998 Regional Wastewater Disposal Agreement. The Padre Dam billing errors have led to a need to either amend the Agreement and/or develop administrative protocols to help resolve potential future billing errors. After Pure Water cost allocation had been agreed to this effort will begin.	Greg Humora Roberto Yano Dan Brogadir Karyn Keese Paula de Sousa Mills
<i>Debt Allocation Working Group</i>	<i>3/18: Working group has been preparing an MOU and draft Amendment to the Regional Disposal Agreement to incorporate cost allocation "deal points" into a formal document. Draft MOU and Agreement has been reviewed by Ad Hoc and will go to Metro TAC at their March meeting.</i>	<i>Greg Humora Roberto Yano Scott Tulloch Dexter Wilson Karyn Keese Paula de Sousa Mills Nicholas Norvell</i>

**Metro TAC Work Plan
Active & Pending Items
March 2018**
Updated Items in Red Italics

Active Items	Description	Member(s)
IRWMP	8/15 RAC minutes included in August Metro TAC agenda. Padre Dam received a \$6 million grant for their project. 9/16: June 2, 2016 and August 3, 2016 minutes presented to Metro TAC. 12/16: Roberto Yano and Yazmin Arellano appointed to IRWMP. 5/17: Roberto Yano providing monthly updates as well as grant funding opportunities 6/17: Robert Yano urged Metro TAC members to visit the IRWMP website to keep on top of funding opportunities: http://www.sdirwmp.org ; Yazmin to attend June meeting. 10/17: Roberto Yano requested comments from TAC on storm water presentation to be provided to IRWMP 10/17: Yazmin gave update on Prop 1 and other funding sources. Members should monitor funding opportunities at: http://www.sdirwmp.org	Roberto Yano Yazmin Arellano
Strength Based Billing Evaluation	San Diego will hire a consultant every three years to audit the Metro metered system to insure against billing errors.	Al Lau Dan Brogadir Karyn Keese
Changes in water legislation	Metro TAC and the Board should monitor and report on proposed and new legislation or changes in existing legislation that impact wastewater conveyance, treatment, and disposal, including recycled water issues	Paula de Sousa Mills

Sewer Rate Comparison for Participating Agencies in San Diego Metro System

Based on 7 units of water and 3/4 Residential meter size
for sewer billing established by March 2018



Metro TAC Participating Agencies Selection Panel Rotation

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

Lemon Grove	Mike James	MBC Dewatering Centrifuges Replacement (Passed)	01/2012
National City	Joe Smith	MBC Dewatering Centrifuges Replacement (Passed)	01/2012
Coronado	Godby, Kim	MBC Dewatering Centrifuges Replacement (Passed)	01/2012
Otay Water District	Bob Kennedy	MBC Dewatering Centrifuges Replacement (Accepted)/Strategic Planning Rep	01/2012
Del Mar	Eric Minicilli	New As Need Engineering Contract	02/2012
Padre Dam	Al Lau	PA Rep. for RFQ for As Needed Design Build Services (Passed)	05/2012
County of San Diego	Dan Brogadir	PA Rep. for RFQ for As Needed Design Build Services (Cancelled project)	05/2012
Chula Vista	Roberto Yano	As-Needed Condition Assessment Contract (Accepted)	06/2012
La Mesa	Greg Humora	New programmatic wastewater facilities condition (Awaiting Response)	11/2012
Poway	Tom Howard	Optimization Review Study	01/2013
El Cajon	Dennis Davies	PUD 2015 Annual Strategic Plan	1/15/14
Lemon Grove	Mike James	As-Needed Engineering Services (Passed)	7/25/14
National City	Kuna Muthusamy	As-Needed Engineering Services	7/25/14
Coronado	Ed Walton	Strategic Planning	01/2014
Otay Water District	Bob Kennedy	Strategic Planning (Volunteered, participated last year)	01/2014
Del Mar	Eric Minicilli	Pure Water Program Manager Services	9/1/14
Padre Dam	Al Lau	Pure Water Program Manager Services	9/1/14
County of San Diego	Dan Brogadir	As-Needed Condition Assessment Contract	3/24/2015
Chula Vista	Roberto Yano	Out on Leave	6/10/15
La Mesa	Greg Humora	North City to San Vicente Advanced Water Purification Conveyance System	6/10/15
Poway	Mike Obermiller	Real Property Appraisal, Acquisition, and Relocation Assistance for the Public Utilities Department	11/30/15
El Cajon	Dennis Davies	PURE WATER RFP for Engineering Design Services	12/22/15
Lemon Grove	Mike James	PURE WATER RFP Engineering services to design the North City Water reclamation Plant and Influence conveyance project	03/16/15
National City	Kuna Muthusamy	Passes	04/04/2016
Coronado	Ed Walton	As-Needed Environmental Services - 2 Contracts	04/04/2016
Otay Water District	Bob Kennedy	As Needed Engineering Services Contract 1 & 2	04/11/2016
Del Mar	Eric Minicilli	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	Yazmin Arellano	As-Needed Construction Management Services for Pure Water	3/13/17

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