



**Metro Finance Committee**  
(Finance Advisory Committee to Metro JPA)

**TO:** Finance Committee Members and Metro Commissioners

**DATE:** Tuesday, April 23, 2019

**TIME:** 10:00 a.m.

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

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

---

1. **Roll Call**
2. **Public Comments**  
*Persons speaking during Public Comment may address the Metro Finance Committee on any subject matter within the jurisdiction of the Metro Finance Committee that is not listed as an agenda item. Comments are limited to three (3) minutes. Please complete a Speaker Slip and submit it prior to the meeting.*
3. **ACTION:** Approval of Minutes from the July 25, 2018 Finance Committee Meeting (**Attachment forthcoming**)
4. **ACTION:** Consideration and Possible Action to Approve the 2019 Calendar of Metro JPA Finance Committee Meetings (**Attachment**)
5. **ACTION:** Consideration and Possible Action to Recommend Approval of Amendment to the Treasurers Contract with Padre Dam Municipal Water District for FY 2020 (Eric Minicilli/Karyn Keese) (**Attachment**)
6. **ACTION:** Consideration and Possible Action to Recommend Approval of the FY 2020 Contract with The Keze Group, LLC for Financial Management Services (Eric Minicilli) (**Attachment**)
7. **ACTION:** Consideration and Possible Action to Recommend Approval of the FY 2020 NV5 Contract for Engineering Services (Eric Minicilli/Karyn Keese) (**Attachment**)
8. **ACTION:** Consideration and Possible Action to Recommend to the Metro Commission/Metro Wastewater JPA Approval of Amendment to Reimbursement Agreement with City of Lemon Grove Sanitation District for Engineering Support Services of Wilson Engineering for FY 2020, including Authorization for Chair or Designee to Execute Amendment. (Eric Minicilli/Karyn Keese) (**Attachment**)
9. **REVIEW:** FY 2020 Budget for Legal Counsel (Best Best & Krieger LLP) (Eric Minicilli/Karyn Keese) (**Attachment**)
10. **ACTION:** Consideration and Possible Action to Recommend to the Metro Commission/Metro Wastewater JPA Approval of the FY 2020 Procopio Letter of Engagement and Budget (Eric Minicilli/Karyn Keese) (**Attachment**)

11. **ACTION:** Consideration and Possible Action to Recommend to the Metro Commission/Metro Wastewater JPA Discussion and Possible Approval of Hiring a Consultant to Lead a Strategic Plan Development (Eric Minicilli/Karyn Keese) (**Attachment**)
12. **ACTION:** Review and Consideration and Possible Action to Recommend the Metro Commission/Metro Wastewater JPA Approval of the FY 2020 Metro Wastewater JPA Budget (Karen Jassoy/Karyn Keese) (**Attachment**)
13. **ACTION:** Amendment to Increase Work in FY 2018-19 in the amount of \$10,500 with a corresponding revision to Exhibits A and B for City of Lemon Grove Sanitation District Consultant Wilson Engineering for Engineering Support Services. (Eric Minicilli/Karyn Keese) (**Attachment**)
14. Review of Items to be Brought Forward to the Metro Commission/Metro JPA
15. Other Business of the Finance Committee
16. Adjournment

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

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

<p style="text-align: center;"><b><u>Finance Committee 2019 Meeting Schedule</u></b></p> <p style="text-align: center;">April 24 May 29 June 26 July 31</p>
---

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

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

Attachment 3  
Action Minutes  
of  
July 25, 2018

Attachment 4  
Meeting  
Calendar  
2019





## METRO WASTEWATER JOINT POWERS FINANCE COMMITTEE MEETING CALENDAR FOR 2019

April 23, 2019 Special  
April 24, 2019 Regular Cancelled  
May 29, 2019 Regular  
June 26, 2019 Regular  
July 31, 2019 Regular

Attachment 5  
Treasurer's  
Contract  
FY 2020

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

THIS ~~FIFTH~~SIXTH AMENDMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, ~~2018~~2019, by and between the Metro Wastewater Joint Powers Authority (hereinafter referred to as "Metro JPA"), a joint powers authority organized and operating pursuant to California Government Code section 6500 *et seq.*, and the Padre Dam Municipal Water District (hereinafter referred to as the "District").

**RECITALS**

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

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

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

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

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

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

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

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

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

1. Section 4 of the Agreement, as amended by the First Amendment, Second Amendment, Third Amendment, ~~and~~ Fourth Amendment, and Fifth Amendment, is further amended as necessary to extend the end date of ~~Padre Dam's~~ the District's treasurer services until June 30, ~~2019~~2020.

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

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

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

**METRO WASTEWATER JPA:**

**PADRE DAM MUNICIPAL WATER DISTRICT:**

By: \_\_\_\_\_  
Jerry Jones  
Chair

By: \_\_\_\_\_  
Allen Carlisle  
General Manager

APPROVED AS TO FORM:

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



<b>Summary report:</b> <b>Litéra® Change-Pro 7.5.0.135 Document comparison done on 4/8/2019</b> <b>3:40:46 PM</b>	
<b>Style name:</b> Nick Style	
<b>Intelligent Table Comparison:</b> Active	
<b>Original DMS:</b> iw://iManage/iManage/31088426/1	
<b>Modified DMS:</b> iw://iManage/iManage/31957105/1	
<b>Changes:</b>	
Add	17
Delete	15
Move From	0
Move To	0
Table Insert	0
Table Delete	0
Table moves to	0
Table moves from	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Format changes	0
<b>Total Changes:</b>	<b>32</b>

**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 6  
The Keze  
Group  
Contract  
FY 2020

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

This agreement ("Agreement") is made and entered into as of July 1, ~~2018~~2019, by and between the METRO WASTEWATER JOINT POWERS AUTHORITY (hereinafter referred to as the "Metro JPA"), a joint powers authority organized and operating pursuant to California Government Code section 6500 *et seq.*, and The Keze Group LLC (hereinafter referred to as "Consultant"). Metro JPA and Consultant are sometimes referred to individually as "Party" and collectively as "Parties."

**RECITALS**

A. Metro JPA is a public agency of the State of California and is in need of professional services for the following project: As-needed Technical, Financial, and Administrative Support services for the fiscal year of ~~2018~~-2019-2020 as set forth in more detail herein.

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

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

**AGREEMENT**

NOW THEREFORE, IT IS AGREED AS FOLLOWS:

1. Services.

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

2. Compensation.

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

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

3. Additional Work.

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

4. Substitution of Key Personnel.

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

5. Maintenance of Records.

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

6. Time of Performance; Term.

Consultant shall commence and perform the Services in a prompt and timely manner and shall commence performance beginning July 1, ~~2018~~2019. This Agreement shall terminate on June 30, ~~2019~~2020, unless otherwise extended by a written amendment signed by both Parties or otherwise earlier terminated pursuant to Article 15 of this Agreement.

7. Delays in Performance.

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

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

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

8. Compliance with Law.

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

9. Standard of Care.

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

10. Assignment and Subconsultant.

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

11. Independent Consultant.

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

12. Insurance.

a. Commercial General Liability.

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

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

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

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

(1) Bodily Injury and Property Damage

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

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

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

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

b. Automobile Liability.

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

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

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

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

c. Workers' Compensation/Employer's Liability.

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

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

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

d. Minimum Policy Limits Required

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

Combined Single Limit

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

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

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

f. Evidence Required.

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

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

g. Policy Provisions Required.

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

(ii) [Intentionally left blank.]

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

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

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

h. Qualifying Insurers.

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

(ii) Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and admitted to transact in the business of



insurance in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

i. Additional Insurance Provisions.

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

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

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

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

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

13. Indemnification.

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

Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to Claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Metro JPA, its Board, members of the Board, employees, or authorized volunteers.

14. Laws, Venue, and Attorneys' Fees.

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

15. Termination or Abandonment.

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

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

16. Documents.

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

17. Organization.

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

18. Notice.

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

<b>METRO JPA:</b>	<b>CONSULTANT:</b>
Metro Wastewater JPA c/o <del>La Mesa</del> <u>National</u> City <u>City</u> Hall <del>8130 Allison Ave., La Mesa, CA</del> <del>91942</del> <u>1243 National City Blvd.</u> <u>National City, CA 91950</u> <b>Attn:</b> <del>c/o Greg Humora</del> <u>Roberto Yano</u> , City of <del>La Mesa</del> <u>National City</u>	The Keze Group, LLC 1801 E 51st Street, Suite 365, Unit 522 Austin, TX 78723  <b>Attn:</b> Karyn Keese

and shall be effective upon receipt thereof.

19. Third Party Rights.

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

20. Severability.

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

21. Integration.

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

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

**METRO WASTEWATER JPA:  
LLC:**

~~The Keze Group~~THE KEZE GROUP,

By: \_\_\_\_\_  
Jerry Jones  
Chair

By: \_\_\_\_\_  
Karyn Keese

APPROVED AS TO FORM:

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

## EXHIBIT “A”

### Scope of Services

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

#### I. SCOPE OF SERVICES

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

##### A. Routine Services

The routine services will include the following tasks:

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

##### B. Routine Audit Review – Public Utilities Department (PUD), Wastewater Operations Branch Exhibit E Audit Review – FYEs ~~2017 and~~ 2018 and 2019.

1. Review and negotiate the auditors Scope of Work.
2. Attend Entrance and Exit Conferences with the Auditors.
3. Select operating, CIP, and non-operating revenue audit samples.
4. Attend/call in to Interim work meetings with the Auditors (maximum of 5 per audit).

5. Review all audit samples for contract compliance and accounting accuracy.
6. Review the annual general services cost allocation.
7. Review output for any special projects ~~(In the past year this has included the reconciliation of 17 Pure Water Program task orders to revise their original cost allocation. This required review of 250 invoices) to insure that only appropriate Metro costs have/had been charged to the PAs). This year, Review the 50/50 Pure Water Program cost allocation will be revised and all associated costs back to project inception will be reviewed and adjusted. As of 6/30/17 task orders to determine appropriate allocations for FYE 2019. As of 6/30/18 there were 55 purchase 84 50/50 task/purchase orders totaling \$27 million that fall into this category. This will require an extensive set of journal entries during the course of the audit that are not routine in nature and will have to be reviewed. If the cost allocation remains at the newest planning numbers of 39% wastewater/61% water this means a potential savings to the PA's of \$800,000 to \$1,000,000 in incurred planning costs. Review all other Pure Water task/purchase orders for correct cost allocation.~~
8. Review South Bay recycled water sales and incentives to insure that appropriate revenues are credited to the PAs. Review other income credits to insure that non-operating revenues are credited to the PAs.
9. Review the draft and final audit numbers and sample test results. Review the administrative protocol calculations to insure proper allocation of revenues and expenses to the PAs. Prepare list of questions and work on resolution of issues regarding samples.
10. Present the results to the Metro Finance Committee, Metro TAC, and Metro Wastewater JPA.
11. Monitor closeout process to insure timely payment of refunds (if any) and the accuracy of any additional billings' (if any) to PAs.

C. Routine Review of MWWD Budget – FYE ~~2018~~2020 and ~~2019~~2021

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

Committee, and the Metro Wastewater JPA meetings.

D. FYE ~~2018~~2020 PUD Water and Wastewater Rate Case—.

PUD ~~staff will be hiring~~has hired a rate consultant to update their water and wastewater rate cases ~~starting July 1, 2018~~. Included in the water rate case will be the review of recycled water rates. As these are PA revenues coordination with PUD staff and their consultant is anticipated. The wastewater rate case will be used as a starting point for the Pure Water financial forecast model by incorporating future O&M costs and external financing for ongoing CIP as well as Pure Water projects.

E. Pure Water Program Support—.

This task includes 10 hours per month to assist in facilitation of the Pure Water Program. Envisioned subtasks include revisions to the Pure Water Program financial forecast model to update project costs, ~~financing as the Phase I projects are bid during FYE 2020, financial plans as external funding is secured,~~ and timing based on program costs from construction bids ~~anticipated in July 2018 and revenue sharing;~~ assistance with the update to the Regional Wastewater Disposal Agreement; and continued cost allocation monitoring and updates of all Pure Water purchase/task orders for both O&M and capital projects. Major tasks for 2020 will be supporting the Phase I Financial Implementation Work Group in the implementation of financial items outlined in the proposed Amended and Restated Agreement, Phase II Disposal Agreement Working Group in developing a framework for the selected Phase II Pure Water projects, and determination of the Phase I cost allocation once the construction projects are bid and the beginning of the revision to all 50/50 task orders.

F. Metro TAC Staff Support—.

This task includes 12 hours per month for financial analysis and consulting in support of varied Metro TAC Work Plan projects. TKG will support, as-needed, the items contained in the Metro TAC FYE ~~2019~~2020 Work Plan. ~~One key issue that will continue during FYE 2019 is the North City optimized system debt service reconciliation and recycled water sales projections and the forecast for the eventual debt service pay-off to the Water Utility. Also, a billing formula needs to be prepared and implemented which will bill any PA that diverts their flow from the Metro System for the remaining debt service for existing Metro facilities and for ongoing capital projects required to maintain them. In addition, the billing Protocol will need to be revised to reflect the cash flow needed for Pure Water Program costs.~~ Potential work plan items have been identified such as the update of the functional design based cost allocation that is used to bill Metro O&M and CIP costs to the PAs for current facilities as well as the inclusion of Phase I Pure Water costs in the calculations. In addition we will support the work group that has been formed to update the JPA website as

| [needed.](#)

## **II. ADDITIONAL SERVICES AS REQUESTED**

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



## **EXHIBIT “B”**

### **Schedule of Charges**

The proposed budget for the described scope of services is not-to-exceed \$77,600 for Fiscal Year Ending ~~2019~~2020. The hours and fees per task is summarized in Attachment A to this Schedule of Charges. The hourly billing rate remains unchanged at \$160.

# Attachment A to Schedule of Charges

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

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

## **EXHIBIT “C”**

### **Insurance Certificates**

Insurance documentation is included on the following pages.

<b>Summary report:</b> <b>Litéra® Change-Pro 7.5.0.135 Document comparison done on 4/3/2019</b> <b>3:25:20 PM</b>	
<b>Style name:</b> Nick Style	
<b>Intelligent Table Comparison:</b> Active	
<b>Original DMS:</b> iw://iManage/iManage/31048921/1	
<b>Modified DMS:</b> iw://iManage/iManage/31910844/1	
<b>Changes:</b>	
Add	36
Delete	29
Move From	0
Move To	0
Table Insert	0
Table Delete	0
Table moves to	0
Table moves from	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Format changes	0
<b>Total Changes:</b>	<b>65</b>

Attachment 7

NV5

Contract

FY 2020

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

This agreement ("Agreement") is made and entered into as of July 1, ~~2018~~2019, by and between the METRO WASTEWATER JOINT POWERS AUTHORITY (hereinafter referred to as the "Metro JPA"), a joint powers authority organized and operating pursuant to California Government Code section 6500 *et seq.*, and NV5, Inc., a professional services firm (hereinafter referred to as "Consultant"). Metro JPA and Consultant are sometimes referred to individually as "Party" and collectively as "Parties."

**RECITALS**

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

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

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

**AGREEMENT**

NOW THEREFORE, IT IS AGREED AS FOLLOWS:

1. Services.

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

2. Compensation.

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

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

3. Additional Work.

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

4. Substitution of Key Personnel.

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

5. Maintenance of Records.

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

6. Time of Performance; Term.

Consultant shall perform its services hereunder in a prompt and timely manner and shall commence performance upon receipt of a written Notice to Proceed from Metro JPA. Consultant shall complete the services required hereunder by June 30, ~~2018~~2020. The Notice to Proceed shall set forth the date of commencement of the work.

7. Delays in Performance.

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

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

8. Compliance with Law.

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

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

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

9. Standard of Care.

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

10. Assignment and Subconsultant.

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

11. Independent Consultant.

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



12. Insurance.

a. Commercial General Liability.

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

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

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

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

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

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

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

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

b. Automobile Liability.

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

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

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

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

c. Workers' Compensation/Employer's Liability.

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

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

d. Professional Liability (Errors and Omissions).

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

e. Minimum Policy Limits Required

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

Combined Single Limit

Commercial General Liability

\$1,000,000 per occurrence/

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

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

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

f. Evidence Required.

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

g. Policy Provisions Required.

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

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

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

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

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

h. Qualifying Insurers.

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

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

i. Additional Insurance Provisions.

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

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

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

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

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

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

### 13. Indemnification.

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

### 14. California Labor Code Requirements.

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

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

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

15. Laws, Venue, and Attorneys’ Fees.

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

16. Termination or Abandonment.

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

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

17. Documents.

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

18. Organization.

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

19. Notice.

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

<b>METRO JPA:</b>	<b>CONSULTANT:</b>
Metro Wastewater JPA c/o <del>La Mesa</del> <u>National City</u> City Hall <del>8130 Allison Ave., La Mesa, CA 91942</del> <u>1243</u> <u>National City Blvd.</u> <u>National City, CA 91950</u> <b>Attn:</b> <del>c/o Greg Humora</del> <u>Roberto Yano</u> , City of <del>La Mesa</del> <u>National City</u>	NV5, Inc.  15092 Avenue of Science, Suite 200  San Diego, CA 92126  <b>Attn:</b> c/o Carmen Kasner, NV5, Inc.

and shall be effective upon receipt thereof.

20. Third Party Rights.

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

21. Severability.

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

22. Integration.

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

[SIGNATURES ON FOLLOWING PAGE]

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

**METRO WASTEWATER JPA:**

**NV5 Inc.:**

By: \_\_\_\_\_  
Jerry Jones  
Chair

By: \_\_\_\_\_  
Carmen Kasner  
Regional Managing Director

APPROVED AS TO FORM:

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

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



## EXHIBIT “A”

### Scope of Services

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

#### I. Scope of Services

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

##### A. Routine Services

The routine services could include the following tasks:

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

##### B. Metro TAC Engineering Support—

This task includes ~~engineering~~:

1. Engineering technical support as requested by Metro TAC and the Metro JPA. ~~This will include engineering~~
2. Engineering support for such items as the current Waiver of Secondary Treatment at Point Loma and the “Secondary Equivalency Alternative” as outlined in the Metro TAC white paper.
3. ~~Services will also include representing~~ Representing the Metro JPA on the Water Reliability Coalition through the Friends of Infrastructure, Equinox Policy Committee Meetings, Pure Water Program Technical Advisory

Committee Meetings, and any meetings as directed by the Metro TAC and/or the Metro JPA to facilitate the secondary equivalency alternative, Pure Water Program, [etc.](#)

## **II. Additional Services As Requested**

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

## **~~EXHIBIT "A-1"~~**

### **~~Additional Social Media Services~~**

#### **~~I. Additional Social Media Services~~**

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

#### **~~II. Optional Additional Social Media Services~~**

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

## **EXHIBIT “B”**

### **Schedule of Charges for Services**

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

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

## 2019 CHARGE RATE SCHEDULE: SOUTHERN CALIFORNIA

### OFFICE:

#### Technical Services

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

#### Professional

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

### PUBLIC OUTREACH:

\$150.00/hour

**~~EXHIBIT “B-1”~~**

**~~Schedule of Charges for Additional Social Media Services~~**

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

~~Social Media Monitoring—\$500/month~~

~~Meltwater—\$50/month~~

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

~~Gabriela Dow—\$136/hour~~

~~Rebecca Cole—\$136/hour~~

~~Teresa Leader Anderson—\$101/hour~~

~~Meltwater—\$50/month~~

## **EXHIBIT “C”**

### **Insurance Certificates**

Insurance documentation is included on the following pages.

<b>Summary report:</b> <b>Litéra® Change-Pro 7.5.0.135 Document comparison done on 4/8/2019</b> <b>2:02:32 PM</b>	
<b>Style name:</b> Nick Style	
<b>Intelligent Table Comparison:</b> Active	
<b>Original DMS:</b> iw://iManage/iManage/31049113/1	
<b>Modified DMS:</b> iw://iManage/iManage/31949832/1	
<b>Changes:</b>	
Add	19
Delete	34
Move From	0
Move To	0
Table Insert	0
Table Delete	0
Table moves to	0
Table moves from	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Format changes	0
<b>Total Changes:</b>	<b>53</b>



Attachment 8  
City of Lemon  
Grove  
Sanitation  
District  
Wilson  
Engineering  
Contract FY  
2020

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

THIS FOURTH AMENDMENT (this “Amendment”) is entered into this \_\_\_\_ day of \_\_\_\_\_, 2019, by and between the METRO WASTEWATER JOINT POWERS AUTHORITY, (hereinafter “Metro JPA”), a joint powers authority organized and operating pursuant to California Government Code section 6500 *et seq.*, and the LEMON GROVE SANITATION DISTRICT (hereinafter the “Lemon Grove”), a member agency of the joint powers authority. Metro JPA and Lemon Grove are sometimes individually referred to herein as the “Party” and collectively as the “Parties.”

**RECITALS**

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

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

WHEREAS, the Parties previously amended the Agreement for the purposes of extending the term of the Agreement or increasing the maximum reimbursement amount payable to Lemon Grove for Consultant’s services for a specific period; 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, 2019 to June 30, 2020, 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 \$105,600, which shall apply to the period from July 1, 2019 to June 30, 2020.

b. Section 3 of the Agreement is amended to delete the termination date of June 30, 2019, and replace it with the termination date of June 30, 2020.

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 Fourth 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 2019-20**

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

## EXHIBIT B

### Schedule of Charges – FY 2019-20

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

#### Summary of Hours by Task:

Task 1— Estimated 10 hours per month.

Task 5 — 5 hours per month.

Task 2 — Estimated 10 hours per month.

Task 6 — 5 hours per month.

Task 3 — Estimated 5 hour per month.

Task 4 — Estimated 5 hours per month.

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

#### Summary of Costs by Task

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

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

THIS AGREEMENT is entered into this 16<sup>th</sup> 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.



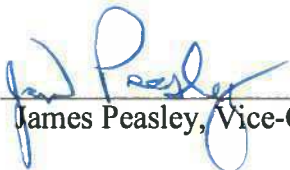
10. Notices. Any notice required or permitted under this Agreement may be personally served on the other party by the party giving notice or may be served by certified mail, return receipt requested, to the following addresses.

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**

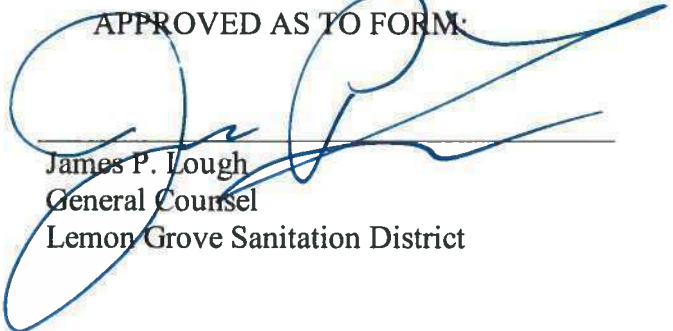
By:   
Lydia Romero, Executive Director

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

<b>CLASSIFICATION: PLANNING AND DESIGN</b>	<b>HOURLY RATE</b>
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

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

<b>CLASSIFICATION: OFFICE PERSONNEL</b>	<b>HOURLY RATE</b>
Clerical	\$65.00

# Attachment 9

## BBK

## Agreement

# **BEST BEST & KRIEGER**

## **ATTORNEYS AT LAW**

INDIAN WELLS  
(760) 568-2611

IRVINE  
(949) 263-2600

LOS ANGELES  
(213) 617-8100

ONTARIO  
(909) 989-8584

3750 University Avenue  
Post Office Box 1028  
Riverside, California 92502-1028  
(951) 686-1450  
(951) 686-3083 Fax  
BBKlaw.com

SACRAMENTO  
(916) 325-4000

SAN DIEGO  
(619) 525-1300

WALNUT CREEK  
(925) 977-3300

May 30, 2007

Board of Directors  
Metro Wastewater JPA  
c/o Teri Basta  
Padre Dam Municipal Water District  
P O Box 719003  
Santee, CA 92072-9003

Re: *Agreement between Metro Wastewater JPA and Best Best & Krieger LLP  
for Ongoing General Counsel Services*

Ladies and Gentlemen:

### ABOUT OUR REPRESENTATION

Best Best & Krieger LLP is pleased to continue to assist Metro Wastewater JPA ("Metro JPA") with ongoing General Counsel services. This letter constitutes our agreement setting the terms of our continued representation.

### CONFIDENTIALITY AND ABSENCE OF CONFLICTS

An attorney-client relationship requires mutual trust between the client and the attorney. It is understood that communications exclusively between counsel and the client are confidential and protected by the attorney-client privilege.

To also assure mutuality of trust, we have maintained a conflict of interest index. The California Rules of Professional Conduct defines whether a past or present relationship with any party prevents us from representing the Metro JPA. Similarly, the Metro JPA's name will be included in our list of clients to ensure we comply with the Rules of Professional Conduct with respect to the Metro JPA.

With all new matters, we will check the names of potentially interested and adverse parties against our client index. This will be done on a case by case basis. Please be sure to provide us with a complete list of those parties involved in each new matter to ensure that all persons or entities are included. Otherwise, we will assume that the information we have is

Metro Wastewater JPA  
May 30, 2007  
Page 2

complete and accurate. We request that the Metro JPS update this list for us if there are any changes in the future.

**YOUR OBLIGATIONS ABOUT FEES AND BILLINGS**

We will continue to provide the Metro JPA with General Counsel services at the following billing rates:

\$180.00 per hour for Partners;  
\$155.00 per hour for Senior Associates;  
\$125.00 per hour for Junior Associates;  
\$100.00 per hour for Paralegals; and  
\$100.00 per hour for Clerks.

The memorandum attached to this letter describes the other aspects of our firm's billing policies. The Metro JPA should consider this memorandum part of this agreement as it binds both of us. For that reason, the Metro JPA should read it carefully.

**INSURANCE**

We understand that the Metro JPA is not now insured or have any insurance that may cover potential liability or attorneys' fees in this case. If the Metro JPA believes that it may have such insurance, please notify me immediately.

We are also pleased to let the Metro JPA know that Best Best & Krieger LLP carries errors and omissions insurance with Lloyd's of London. After a standard deductible, this insurance provides coverage beyond what is required by the State of California.

**NEW MATTERS**

We are often later asked to work on additional matters. The Metro JPA should know that such new matters will be the subject of a new signed supplement to this agreement. Similarly, this agreement does not cover and is not a commitment by either of us that we will undertake any appeals or collection procedures. Any such future work would also have to be agreed upon in a signed supplement.

**CIVILITY IN LITIGATION**

In litigation, courtesy is customarily honored with opposing counsel, such as extensions to file pleadings or responses to other deadlines. In our experience, the reciprocal extension of such courtesies saves our clients' time and money. By signing this letter the Metro JPA will be confirming the Metro JPA's approval of this practice in the Metro JPA's case.

Metro Wastewater JPA  
May 30, 2007  
Page 3

HOW THIS AGREEMENT MAY BE TERMINATED

The Metro JPA, of course, has the right to end our services at any time. If the Metro JPA does so, it will be responsible for the payment of fees and costs accrued but not yet paid, plus reasonable fees and costs in transferring the case to the Metro JPA or its new counsel. By the same token, we reserve the right to terminate our services to Metro JPA upon written notice, order of the court, or in accordance with our attached memorandum. This could happen if the Metro JPA fails to pay our fees and costs as agreed, fail to cooperate with us in this matter, or if we determine we cannot continue to represent the Metro JPA for ethical or practical concerns.

CLIENT FILE

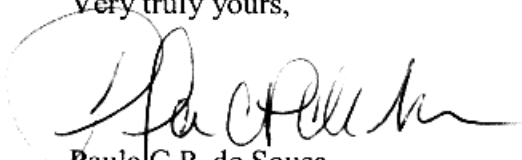
If the Metro JPA does not request the return of its file, we will retain your file for five years. After five years, we may have your file destroyed. If the Metro JPA would like its file maintained for more than five years or returned, the Metro JPA must make separate arrangements with us.

THANK YOU

On a personal note, we are pleased that the Metro JPA has decided to continue Best Best & Krieger's representation of the Metro JPA. We look forward to continuing our long and valued relationship with the Metro JPA. If you have any questions at any time about our services or billings, please do not hesitate to call me.

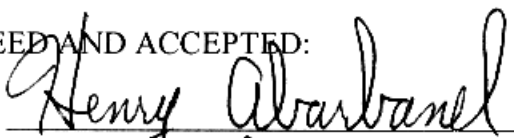
If this letter meets with the approval of the Metro JPA, please sign and date it, and return the original to us. We have enclosed a separate signed copy of this letter for your records.

Very truly yours,

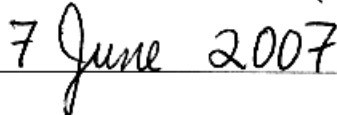
  
Paula C.P. de Sousa  
of BEST BEST & KRIEGER LLP

AGREED AND ACCEPTED:

By:



Dated:





## BEST BEST & KRIEGER LLP'S BILLING POLICIES

Our century of experience has shown that the attorney-client relationship works best when there is mutual understanding about fees, expenses, billing and payment terms. Therefore, this statement is intended to explain our billing policies and procedures. Clients are encouraged to discuss with us any questions they have about these policies and procedures. Clients may direct specific questions about a bill to the attorney with whom the client works or to Judy Ismael of our Accounting Department. Any specific billing arrangements different from those set forth below will be confirmed in a separate written agreement between the client and the firm.

### Fees for Professional Services

Unless a flat fee is set forth in our engagement letter with a client, our fees for the legal work we will undertake will be based in substantial part on time spent by personnel in our office on that client's behalf. In special circumstances which will be discussed with the client and agreed upon in writing, fees will be based upon the novelty or difficulty of the matter, or the time or other special limitations imposed by the client.

Hourly rates are set to reflect the skill and experience of the attorney or other legal personnel rendering services on the client's behalf. Time is accrued on an incremental basis for such matters as telephone calls (minimum .3 hour) and letters (minimum .5 hour), and on an actual basis for all other work. Our attorneys are currently billed at rates from \$150 to \$465 per hour, and our administrative assistants, research assistants, paralegals and law clerks are billed at rates from \$115 to \$210 per hour. These hourly rates are reviewed annually to accommodate rising firm costs and to reflect changes in attorney status as lawyers attain new levels of legal experience. Any increases resulting from such reviews will be instituted automatically and will apply to each affected client, after advance notice.

### Fees For Other Services, Costs and Expenses

We attempt to serve all our clients with the most effective support systems available. Therefore, in addition to fees for professional legal services, we also charge separately for some other services and expenses to the extent of their use by individual clients. These charges include but are not limited to, mileage at the current IRS approved rate per mile, extraordinary telephone and document delivery charges, copying charges, computerized research, court filing fees and other court-related expenditures including court reporter and transcription fees. No separate charge is made for secretarial or word processing services; those costs are included within the above hourly rates.

We may need to advance costs and incur expenses on your behalf on an ongoing basis. These items are separate and apart from attorneys' fees and, as they are out-of-pocket charges,

we need to have sufficient funds on hand from you to pay them when due. We will advise the client from time to time when we expect items of significant cost to be incurred, and it is required that the client send us advances to cover those costs before they are due.

#### Advance Deposit Toward Fees And Costs

Because new client matters involve both a substantial undertaking by our firm and the establishment of client credit with our accounting office, we require an advance payment from clients. The amount of this advance deposit is determined on a case-by-case basis discussed first with the client, and is specified in our engagement letter.

Upon receipt, the advance deposit will be deposited into the firm's client trust account. Our monthly billings will reflect such applications of the advance deposit to costs and not to attorney's fees. At the end of engagement, we will apply any remaining balance first to costs and then to fees. We also reserve the right to require increases or renewals of these advanced deposits.

By signing the initial engagement letter, each client is agreeing that trust account balances may be withdrawn and applied to costs as they are incurred and to our billings, after presentation to the client. If we succeed in resolving your matter before the amounts deposited are used, any balance will be promptly refunded.

#### Monthly Invoices and Payment

Best Best & Krieger LLP provides our clients with monthly invoices for legal services performed and expenses incurred. Invoices are due and payable upon receipt.

Each monthly invoice reflects both professional and other fees for services rendered through the end of the prior month, as well as expenses incurred on the client's behalf that have been processed by the end of the prior month. Processing of some expenses is delayed until the next month and billed thereafter.

Our fees are not contingent upon any aspect of the matter and are due upon receipt. All billings are due and payable within ten days of presentation unless the full amount is covered by the balance of an advance held in our trust account. If a bill is not paid within 30 days, a late charge of one percent per month on the unpaid invoice shall be added to the balance owed, commencing with the next statement and continuing until paid.

It is our policy to treat every question about a bill promptly and fairly. It is also our policy that if a client does not pay an invoice within 60 days of mailing, we assume the client is, for whatever reason, refusing to pay. We will then advise the client by letter that the client may pay the invoice within 14 days or the firm will take appropriate steps to withdraw as attorney of record. If the delay is caused by a problem in the invoice, we must rely upon the client to raise that with us during the 14-day period. This same policy applies to fee arrangements which require the client to replenish fee deposits or make deposits for anticipated costs.

From time to time clients have questions about the format of the bill or description of work performed. If you have any such questions, please ask them when you receive the bill so we may address them on a current basis.

#### Changes in Fee Arrangements and Budgets

It may be necessary under certain circumstances for a client to increase the size of required advances for fees after the commencement of our engagement and depending upon the scope of the work. For example, prior to a protracted trial or hearing, the firm may require a further advance payment to the firm's trust account sufficient to cover expected fees. Any such changes in fee arrangements will be discussed with the client and mutually agreed in writing.

Because of the uncertainties involved, any estimates of anticipated fees that we provide at the request of a client for budgeting purposes, or otherwise, can only be an approximation of potential fees.

BEST BEST & KRIEGER LLP

**FIRST AMENDMENT TO THE AGREEMENT BETWEEN  
METRO WASTEWATER JOINT POWERS AUTHORITY  
AND BEST BEST & KRIEGER LLP FOR ONGOING  
GENERAL COUNSEL SERVICES**

THIS FIRST AMENDMENT ("First Amendment") is made and entered into this 3rd day of June, 2010 and effective July 1, 2010, by and between 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 Best Best & Krieger LLP.

**RECITALS**

A. WHEREAS, Metro JPA and Best Best & Krieger LLP entered into an agreement for continued Ongoing General Counsel Services (hereinafter referred to as "Agreement") executed on June 7, 2007; and

B. WHEREAS, Metro JPA and Best Best & Krieger LLP desire to amend the Agreement to establish new hourly rates for the services provided by Best Best & Krieger LLP and to amend the requirements for retention of Metro JPA records by Best Best & Krieger LLP; and

C. WHEREAS, the Board of Directors of Metro JPA approved the amendments to the Agreement as delineated in this First Amendment, at its regular meeting of June 3, 2010;

NOW THEREFORE, in consideration of the mutual obligations of the parties herein expressed, Metro JPA and Best Best & Krieger LLP agree as follows:

1. The Agreement section titled "YOUR OBLIGATIONS ABOUT FEES AND BILLINGS" is hereby deleted in its entirety and replaced with the following:

**YOUR OBLIGATIONS ABOUT FEES AND BILLINGS**

We will continue to provide the Metro JPA with General Counsel services at the following billing rates, which rates will be effective commencing on July 1, 2010:

\$200.00 per hour for all Attorneys

\$120.00 per hour for Paralegals and Clerks

Our billing rates will be increased on July 1 each year based on increases to the most recently issued San Diego Consumer Price Index-Urban Consumers. The memorandum attached to this letter describes the other aspects of our firm's billing policies. The Metro JPA should consider this memorandum part of this agreement as it binds both of us. For that reason, the Metro JPA should read it carefully.

2. The Agreement section titled "CLIENT FILE" is hereby deleted in its entirety and replaced with the following:

CLIENT FILE

If the Metro JPA does not request the return of its file, we will retain your file for five years. After five years, we may have your file destroyed, but only after receiving written approval by the Metro JPA. If the Metro JPA would like its file maintained for more than five years or returned, the Metro JPA must make separate arrangements with us.

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

IN WITNESS WHEREOF, this First Amendment to Agreement is executed by Metro JPA and by Best Best & Krieger LLP on the day and year first written above.

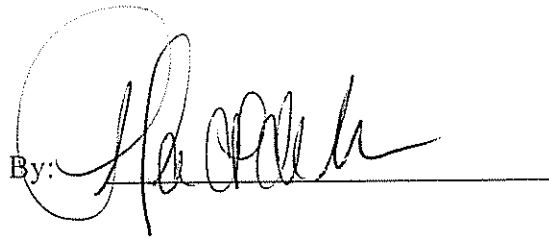
METRO WASTEWATER  
JOINT POWERS AUTHORITY

By:

  
Ernest Ewin  
Chair

BEST BEST & KRIEGER LLP

By:



Attachment 10  
Procopio Letter  
of Engagement  
FY 2020



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

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

DEL MAR HEIGHTS  
LAS VEGAS  
PHOENIX  
SAN DIEGO  
SILICON VALLEY

April 5, 2019

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

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

Re: Letter of Engagement

Dear Board of Directors:

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

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

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

**procopio.com**



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

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

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

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

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

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

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



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

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

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

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

\*\*\*

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

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

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

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

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

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



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

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

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

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

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

Sincerely,

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

Gregory V. Moser

Agreed to and accepted:

**Metro Wastewater Joint Powers Authority**

Date: \_\_\_\_\_

By: \_\_\_\_\_

Name Printed: \_\_\_\_\_

Title: \_\_\_\_\_

## General Terms of Engagement

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



# Attachment 11

## Strategic Plan

### Consultant

# THE GAVARES GROUP

## *Increasing Organizational Effectiveness*

March 27, 2019

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

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

Dear Mr. Jones,

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

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

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

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

John Gavares, The Gavares Group  
3094 Olive Street  
San Diego, CA 92104

Website: [www.gavaresgroup.com](http://www.gavaresgroup.com)  
E-mail: [johngavares@cox.net](mailto:johngavares@cox.net)  
Phone: 619-980-1887

## **II. Desired Outcomes**

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

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

## **III. Scope of Services and Associated Range of Hours**

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

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

John Gavares, The Gavares Group  
3094 Olive Street  
San Diego, CA 92104

Website: [www.gavaresgroup.com](http://www.gavaresgroup.com)  
E-mail: [johngavares@cox.net](mailto:johngavares@cox.net)  
Phone: 619-980-1887

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

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

#### **IV. Cost of Services**

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

#### **V. Conclusion**

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

Sincerely,

John Gavares

John Gavares, The Gavares Group  
3094 Olive Street  
San Diego, CA 92104

Website: [www.gavaresgroup.com](http://www.gavaresgroup.com)  
E-mail: [johngavares@cox.net](mailto:johngavares@cox.net)  
Phone: 619-980-1887

# 2011

METRO JPA Strategic Planning Workshop

---

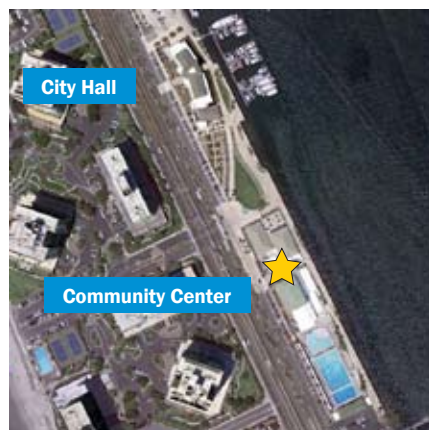
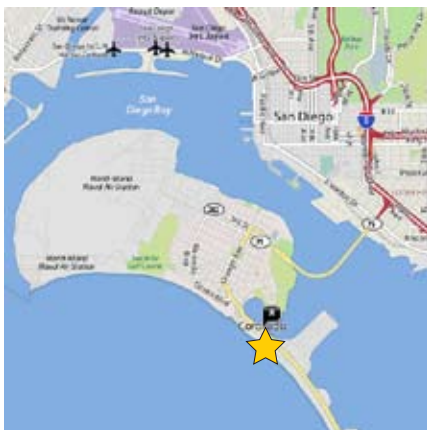
## WELCOME to Next Week's Workshop

### DATE & TIME

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

### LOCATION

Coronado Community Center  
1845 Strand Way, Coronado



## PREPARING for the Workshop

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

### Workshop Agenda

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

### Before the Workshop

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

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

### Workshop Goals

**100% participation in pre-survey**

**100% participation in the workshop**

**Review pre-survey results**

**Update on current realities**

**Validate the mission statement**

**Validate strategic goals**

**Validate strategic objectives**

**Look two years ahead**

**Look five years ahead**

**Re-evaluate the Strategic Plan**

**Clear direction to prepare a 2011-13 Strategic Plan**

**Create awareness of Strategic Plan**

**Have fun**

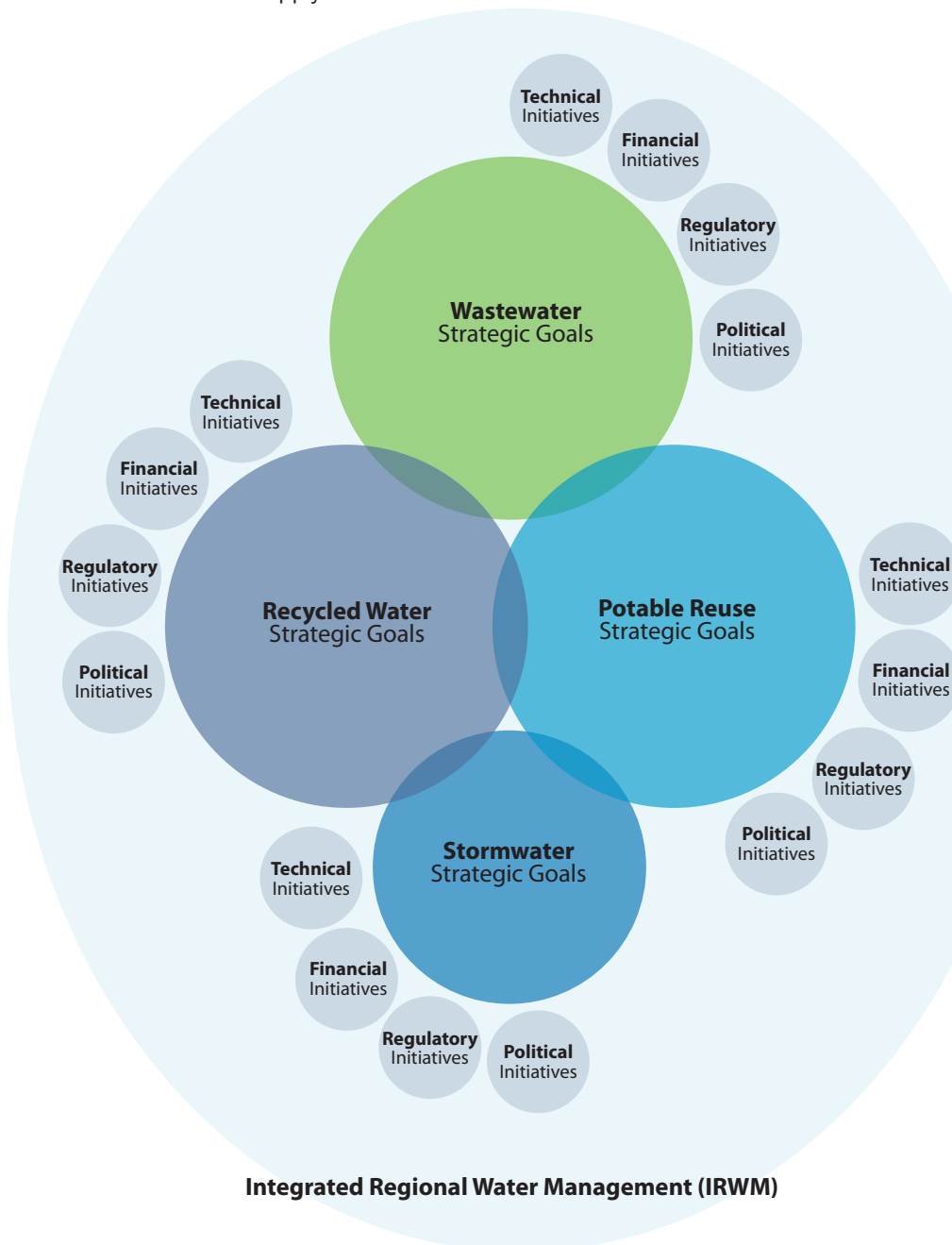
### Facilitator

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

## PREPARING for the Table Top Exercise

### Things to Think About

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



### Key Questions

**What changes when wastewater is also a water resource?**

**What facilities and systems are needed?**

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

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

**How should governance be organized to facilitate agreements and oversight?**

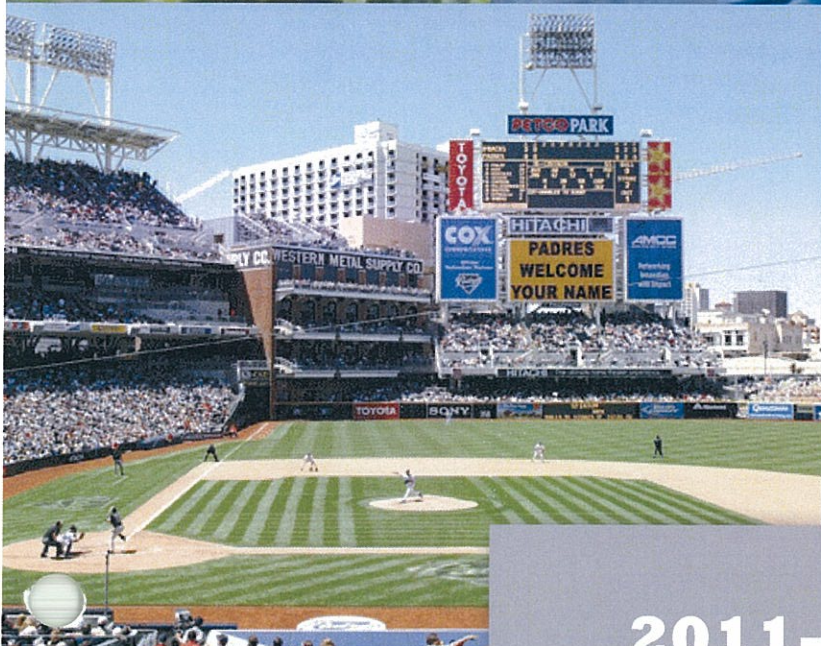
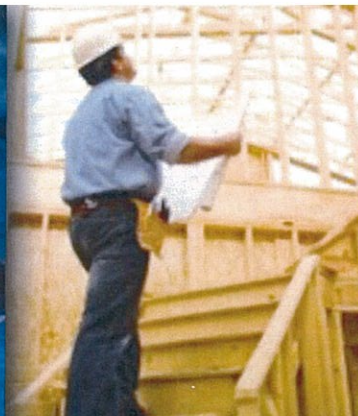
**How will this affect the City of San Diego, and METRO JPA member agencies?**

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

### At the Workshop

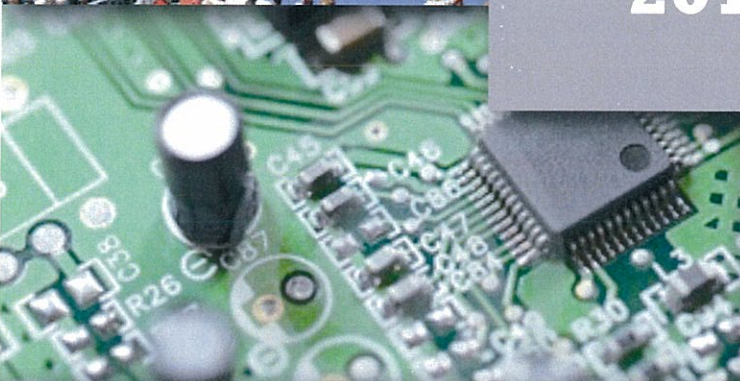
Should San Diego County public agencies invest in increased water reuse? If the answer is yes, what is the most cost effective approach? Each table will discuss and draft a list of key principles, priorities, initiatives and issues to present to the whole group.





METRO Wastewater Joint Powers Authority  
**2011-2013 Strategic Plan**

Adopted April 5, 2012





## **METRO WASTEWATER JOINT POWERS AUTHORITY** / Strategic Planning Process

### **Chair**

Ernest Ewin  
City of La Mesa  
[ernestewin@hotmail.com](mailto:ernestewin@hotmail.com)

### **Vice Chair**

Jerry Jones  
Lemon Grove Sanitation District  
[jjones-LG@pacbell.net](mailto:jjones-LG@pacbell.net)

Al Ovrom  
City of Coronado  
[aovrom@coronado.ca.us](mailto:aovrom@coronado.ca.us)

Cheryl Cox  
City of Chula Vista  
[ccox@chulavistaca.gov](mailto:ccox@chulavistaca.gov)

Donald Mosier  
City of Del Mar  
[donaldmosier@rocketmail.com](mailto:donaldmosier@rocketmail.com)

Bill Wells  
City of El Cajon  
[thorner@ci.el-cajon.ca.us](mailto:thorner@ci.el-cajon.ca.us)

Ed Spriggs  
City of Imperial Beach  
[ejspriggs@yahoo.com](mailto:ejspriggs@yahoo.com)

Luis "Louie" Natividad  
City of National City  
[lnatividad@nationalcityca.gov](mailto:lnatividad@nationalcityca.gov)

Jose Lopez  
Mark Robak  
Otay Water District  
[otaywater@cox.net](mailto:otaywater@cox.net)

James Peasley  
Augie Caires  
Padre Dam Municipal Water District  
[augie.leslie@cox.net](mailto:augie.leslie@cox.net)

Merrilee Boyack  
City of Poway  
[mboyack@poway.org](mailto:mboyack@poway.org)

Dianne Jacob  
County of San Diego  
[dianne.jacob@sdcounty.ca.gov](mailto:dianne.jacob@sdcounty.ca.gov)

Roger Bailey  
City of San Diego  
METRO Wastewater Department Director  
[Rbailey@sandiego.gov](mailto:Rbailey@sandiego.gov)

Greg Humora  
Scott Huth  
Chair, Technical Advisory Committee  
[ghumora@ci.la-mesa.ca.us](mailto:ghumora@ci.la-mesa.ca.us)

Paula De Sousa  
Legal Counsel  
[Paula.deSousa@bbklaw.com](mailto:Paula.deSousa@bbklaw.com)


Lori Peoples  
Board Secretary  
[info@metrojpa.org](mailto:info@metrojpa.org)

Document prepared by  
Michael Uhrhammer **Communications**  
[muhrhammer@sbcglobal.net](mailto:muhrhammer@sbcglobal.net)

## **CONTENTS**

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



A top-down view of a circular metal drain, likely in a sink or bathtub. The drain has a central circular opening surrounded by a ring of vertical slats. A coin, possibly a penny, is floating in the center of the drain. The surrounding surface is wet and reflective, showing ripples in the water. A dark grey rectangular box is overlaid on the upper right portion of the image, containing white text. Three small, light-colored circular icons are visible on the right edge of the page.

On average,  
urban wastewater is 99.4% water.



## WHERE SAN DIEGO'S WASTEWATER GOES

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

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

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

**Table 1 / Today's METRO Wastewater Agencies**

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






## **HOW THE METRO WASTEWATER SYSTEM IS GOVERNED AND MANAGED**

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

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



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

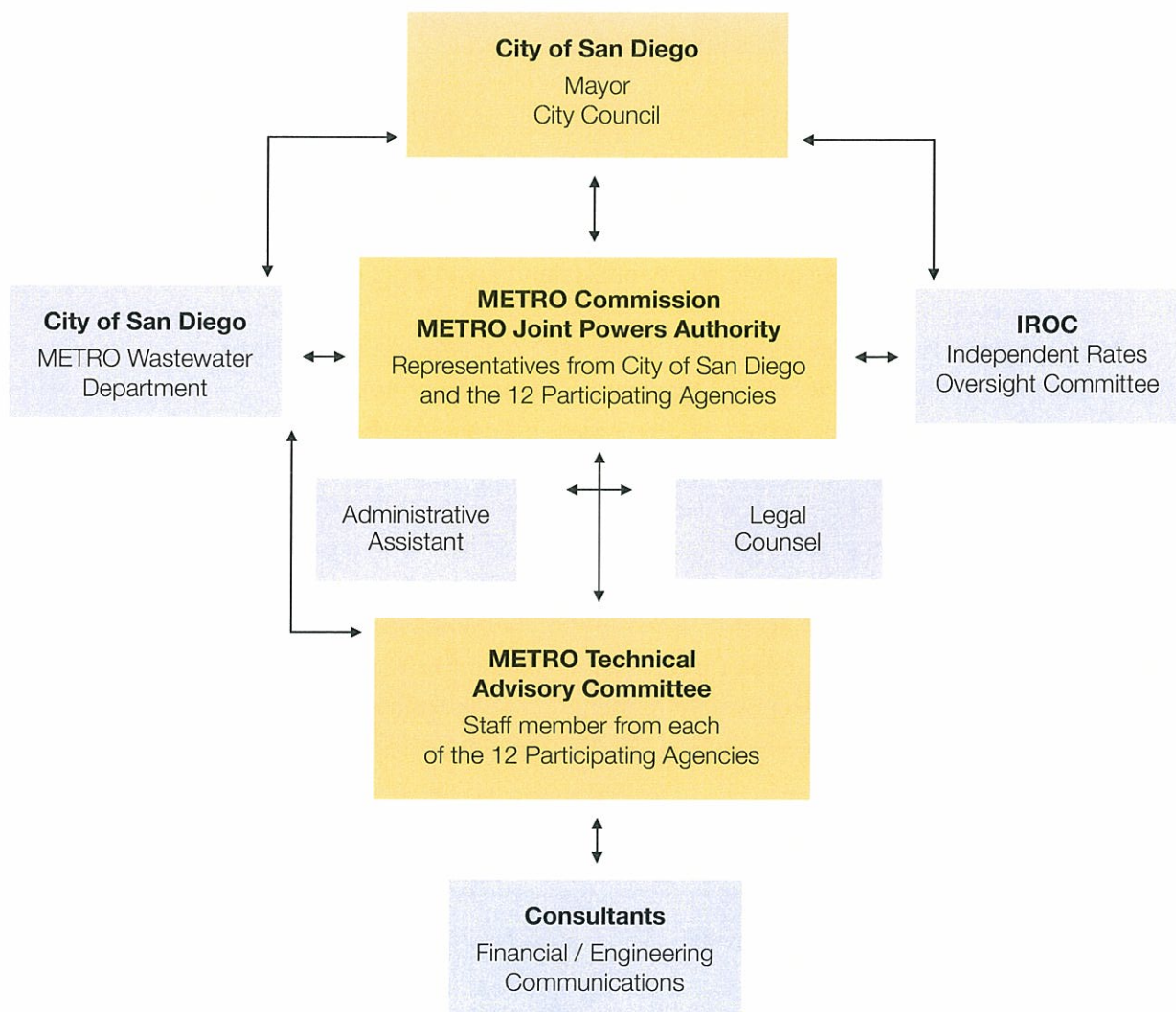
The METRO Commission and METRO JPA hold monthly public meetings. Visit [www.metrojpa.org](http://www.metrojpa.org) for the date, time and location of upcoming meetings.



## Mission Statement / METRO JPA

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

## Graphic 2 / METRO Organization Chart



## **GAP ANALYSIS: 2009-2011 METRO JPA STRATEGIC PLAN**

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

### **Mission Statement**

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

#### **METRO JPA**

Elected Representatives

**83%** Think we are on goal

**80%** Think we can improve

#### **Key Points**

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

City of San Diego decisions are not regionally equitable

#### **METRO TAC**

Staff

**75%** Think we are on goal

**80%** Think we can improve

#### **Key Points**

Need to work closely with San Diego City Council

METRO staff disregard METRO TAC input

### **Strategic Goals**

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



**METRO JPA**  
Elected Representatives

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

**Key Points**  
Need to focus on public relations

**METRO TAC**  
Staff

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

**Key Points**  
Expand regional water reuse

**Financial Oversight**

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

**METRO JPA**  
Elected Representatives

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

**Key Points**  
Additional budget details needed

**METRO TAC**  
Staff

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

**Key Points**  
Audit process efficient and effective

**Audit Process**

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

**METRO JPA**  
Elected Representatives

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

**Key Points**  
Good work  
Inform the public

**METRO TAC**  
Staff

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

**Key Points**  
Audit process is successful

### Modified Permit

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

#### METRO JPA

Elected Representatives

**100%** Think we are on goal

**25%** Think we can improve

#### Key Points

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

#### METRO TAC

Staff

**75%** Think we are on goal

**73%** Think we can improve

#### Key Points

Participating Agencies need to be represented  
Play active role in negotiations

### Recycled Water

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

#### METRO JPA

Elected Representatives

**83%** Think we are on goal

**100%** Think we can improve

#### Key Points

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

#### METRO TAC

Staff

**91%** Think we are on goal

**82%** Think we can improve

#### Key Points

Approach should be regional  
METRO JPA should have formal approval role

## Partnerships

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

### METRO JPA

Elected Representatives

**57%** Think we are on goal

**66%** Think we can improve

#### Key Points

Partner with San Diego County Water Authority

### METRO TAC

Staff

**64%** Think we are on goal

**80%** Think we can improve

#### Key Points

Partner with San Diego County Water Authority

## Project Oversight

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

### METRO JPA

Elected Representatives

**100%** Think we are on goal

**60%** Think we can improve

#### Key Points

Need better lead time from City of San Diego

### METRO TAC

Staff

**100%** Think we are on goal

**50%** Think we can improve

#### Key Points

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



### Program Oversight

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

#### METRO JPA

Elected Representatives

**88%** Think we are on goal

**50%** Think we can improve

#### Key Points

None

#### METRO TAC

Staff

**82%** Think we are on goal

**55%** Think we can improve

#### Key Points

METRO AC needs to be included in planning

METRO TAC needs to be included in rate case development

### Environmental Stewardship

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

#### METRO JPA

Elected Representatives

**100%** Think we are on goal

**0%** Think we can improve

#### Key Points

Not aware of any issues

#### METRO TAC

Staff

**100%** Think we are on goal

**10%** Think we can improve

#### Key Points

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

## Leadership

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

<b>METRO JPA</b> Elected Representatives	<b>METRO TAC</b> Staff
<b>33%</b> Think we are on goal <b>83%</b> Think we can improve	<b>73%</b> Think we are on goal <b>73%</b> Think we can improve
<b>Key Points</b> Promote reuse More public outreach	<b>Key Points</b> Need METRO JPA to develop policies Bi-annual METRO TAC update to public agencies Be community leaders for IPR

## Public Image

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

<b>METRO JPA</b> Elected Representatives	<b>METRO TAC</b> Staff
<b>50%</b> Think we are on goal <b>100%</b> Think we can improve	<b>66%</b> Think we are on goal <b>56%</b> Think we can improve
<b>Key Points</b> Low public awareness of METRO JPA Maintain website Press releases	<b>Key Points</b> Regional governance only route to higher public awareness Public image not crucial to METRO JPA mission

## Legislative

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

### METRO JPA

Elected Representatives

**50%** Think we are on goal

**75%** Think we can improve

#### Key Points

No organized effort

### METRO TAC

Staff

**100%** Think we are on goal

**50%** Think we can improve

#### Key Points

Tracking sheet attached to METRO AC agenda

Adopt a legislative policy

## Regional Governance

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

### METRO JPA

Elected Representatives

**50%** Think we are on goal

**50%** Think we can improve

#### Key Points

East County agencies should form JPA

### METRO TAC

Staff

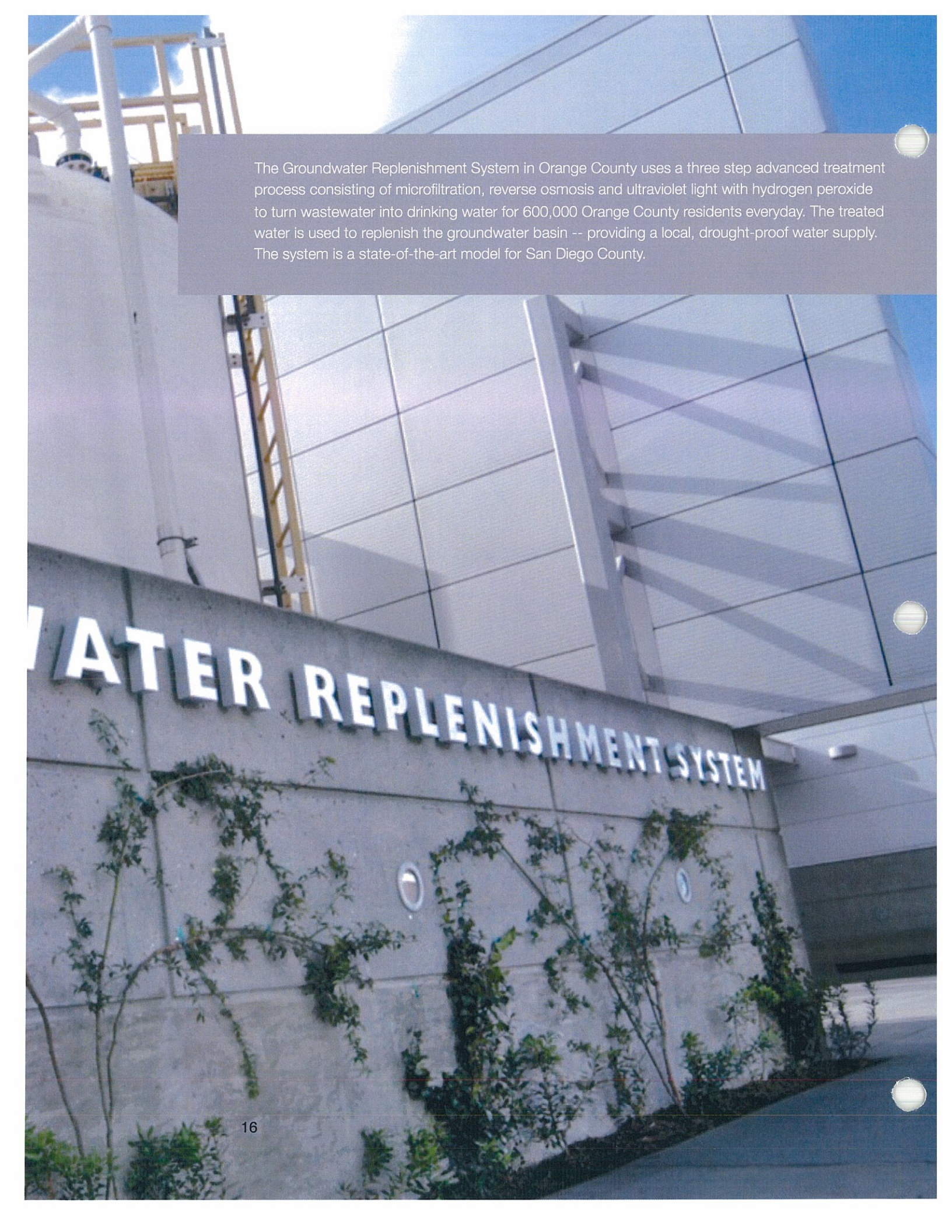
**29%** Think we are on goal

**71%** Think we can improve

#### Key Points

Water reuse could be argument for regional governance





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

# WATER REPLENISHMENT SYSTEM



## 2011-2013 METRO JPA STRATEGIC PLAN

### The Last Two Years

In the last two years, San Diego County residents faced mandatory water use restrictions and water rate increases exceeding 60% in the midst of severe economic recession. A 2011 public opinion survey conducted by Rae and Parker Research<sup>1</sup> quantified the impact of these concurrent challenges on the public's view of water reuse.

### Graphic 3 / Public Opinion in San Diego County

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

---

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



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

### Indirect Potable Reuse Coalition

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

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

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

”

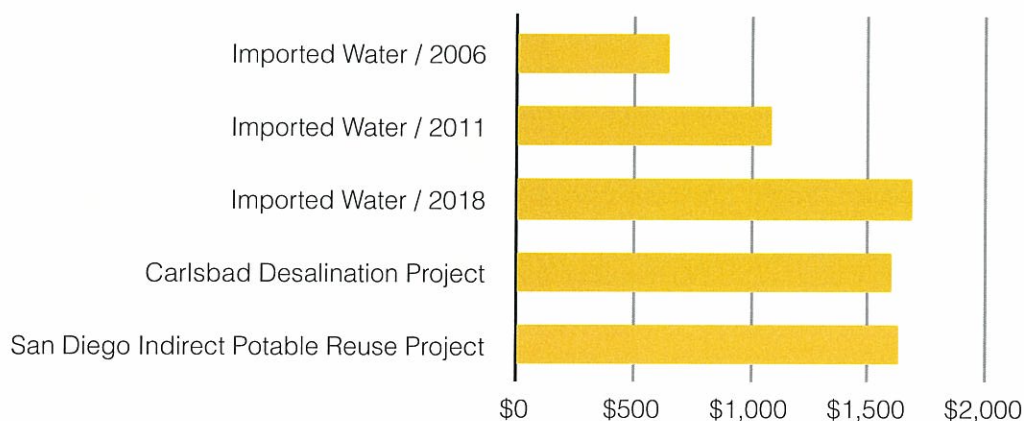
While rising water rates, driven by environmental mandates in the Delta, are increasing public awareness of San Diego County's water supply issues, they are at the same time increasing the cost competitiveness of water reuse and other alternative water resources. A San Diego County Water Authority cost analysis released in 2010<sup>3</sup> projects rate parity between imported water and regional water resources by 2018.

---

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

<sup>3</sup> San Diego County Water Authority, August 2010

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



### Developing Regional Water Resources

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

**Table 2 / Regional Water Resources and Responsible Parties**

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



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

### The Next Four Years

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

**Table 3 / Statewide and Regional Projects in the Planning Stage**

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

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

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

**Table 4 / Key Dates**

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



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







## 2011-2013 STRATEGIC GOALS

### Strategic Goal 1 >>>

#### Oversight of METRO System Management and Operations

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

#### Strategic Initiatives

##### **Oversight of Service and Billing**

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

Continuing

Assigned To: Finance Committee

##### **Oversight of Costs and Rates**

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

Continuing

Assigned To: Finance Committee

##### **Oversight of Capital Improvements**

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

Continuing

Assigned To: METRO TAC

##### **Audit Process**

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

Continuing

Assigned To: Finance Committee

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

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

### Strategic Initiatives

#### **Oversight of Renewal of USEPA Waiver for Pt. Loma**

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

Assigned To: METRO TAC

New

#### **Oversight of Post-2015 Waiver Planning**

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

Assigned To: METRO TAC

New

#### **Oversight of Recycled Water Pricing Study**

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

Assigned To: METRO TAC

New

#### **Oversight of Recycled Water Optimization Study**

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

Assigned To: METRO TAC

New

### **Participate in San Diego Integrated Regional Water Management Planning Group**

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

Assigned To: METRO JPA and METRO TAC

New

### **Oversight of Water Purification Demonstration Project**

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

Assigned To: METRO TAC

New

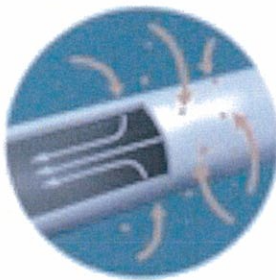
### **Oversight of Reservoir Augmentation Project**

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

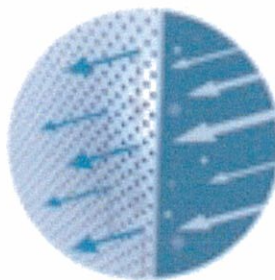
Assigned To: METRO TAC

New

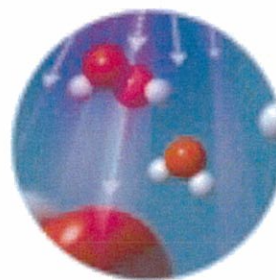
**Graphic 5 / Advanced Treatment Process**



**Microfiltration**
















**Reverse Osmosis**



**Ultraviolet Light**



## San Diego IRWM Program 2011 Report Card on 2007 IRWM Plan

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

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

## Key Questions / Water Reuse

### Do San Diego's plans

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

### Will water reuse strategies include

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

### Can costs be reduced by

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

### Is San Diego seeking input from

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

### Is the goal of the region to

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



## Strategic Goal 3 >>> Develop Key Partnerships

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

### Strategic Initiatives

#### Market-Based Approach

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

Assigned To: METRO TAC

New

#### Orange County Tours

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

Assigned To: METRO TAC

New

#### Speakers Bureau

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

Assigned To: METRO JPA and METRO TAC

New

#### Meet With Regional Media Leaders

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

Assigned To: METRO JPA and METRO TAC

New

### **Regulatory Partnerships**

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

Assigned To: METRO JPA and METRO TAC

New

### **Regional Governance (On Hold)**

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

Continuing

## **Strategic Goal 4 >>>**

### **Develop Customer Relationships**

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

### **Strategic Initiatives**

#### **Visual Information**

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

Assigned To: METRO TAC

New

#### **Financial Transparency**

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

Assigned To: Finance Committee

New

### **Website & Social Media**

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

Assigned To: METRO TAC

**New**

### **Orange County Tours**

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

Assigned To: METRO TAC

**New**

### **"What Not To Flush" Public Outreach**

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

Assigned To: METRO TAC

**Continuing**

## **Key Questions**

### **How do residents**

Know when a large infrastructure project is a good value?

Know that a regional approach is better than local control?






## CONCLUSION

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

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

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



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

---

<sup>4</sup> Director's Letter, *2009 Update to the California Water Plan*

Attachment 12

Metro

Waterwater

JPA Budget

FY 2020



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



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

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

(1) Invoices received through 12/31/18

(2) Invoices received through 2/28/19

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

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

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

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

Attachment 13  
Amendment to  
Increase Work  
FY 2018-19  
City of Lemon  
Grove Sanitation  
District  
Consultant  
Wilson  
Engineering

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

THIS THIRD AMENDMENT (this "Amendment") is entered into this \_\_\_\_ day of \_\_\_\_\_, 2019, by and between the METRO WASTEWATER JOINT POWERS AUTHORITY, (hereinafter "Metro JPA"), a joint powers authority organized and operating pursuant to California Government Code section 6500 *et seq.*, and the LEMON GROVE SANITATION DISTRICT (hereinafter the "Lemon Grove"), a member agency of the joint powers authority. Metro JPA and Lemon Grove are sometimes individually referred to herein as the "Party" and collectively as the "Parties."

**RECITALS**

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

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

WHEREAS, the Parties have previously amended the Agreement, including an amendment on July 1, 2018 for the purpose of extending the Agreement through the period ending June 30, 2019; and

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

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

1. Recitals. The Recitals set forth above are true and correct and are incorporated into the body of this Amendment as though expressly set forth herein.
2. Amendment of Section 2. Section 2 of the Agreement is amended to increase the not-to-exceed amount payable by Metro JPA to Lemon Grove for Consultant's services to \$107,850.
3. Exhibits "A" and "B." Exhibits "A" and "B" of the Agreement are replaced to read as shown in the attached Exhibits "A" and "B," which are incorporated into this Amendment.
4. Effect of Amendment. Except as expressly set forth in this Amendment, all other sections, provisions, exhibits and commitments of the Agreement remain unchanged and in full force and effect.

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

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

**METRO WASTEWATER JPA**

**LEMON GROVE SANITATION DISTRICT**

By: \_\_\_\_\_  
James Peasley, Vice-Chair

By: \_\_\_\_\_  
Lydia Romero, Executive Director

By: \_\_\_\_\_  
Dexter Wilson, Consultant

APPROVED AS TO FORM:

APPROVED AS TO FORM:

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

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

## **EXHIBIT A**

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

#### **FY 2018-19**

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

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

## EXHIBIT B

### Schedule of Charges – FY 2018-19

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

#### Summary of Hours by Task:

Task 1 — Estimated 10 hours per month.      Task 5 — 50 hours total.  
Task 2 — Estimated 5 hours per month.      Task 6 — 90 hours total.  
Task 3 — Estimated 5 hour per month.  
Task 4 — Estimated 10 hours per month.

Task	Professional	Technical	Clerical	Total
1	120	0	0	120
2	60	0	0	60
3	60	0	30	90
4	120	0	0	120
5	50	0	0	50
6	90	0	0	90
TOTAL	500	0	30	530

#### Summary of Costs by Task

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

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

THIS AGREEMENT is entered into this 16<sup>th</sup> 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.

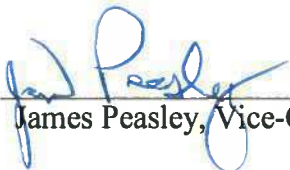
10. Notices. Any notice required or permitted under this Agreement may be personally served on the other party by the party giving notice or may be served by certified mail, return receipt requested, to the following addresses.

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**

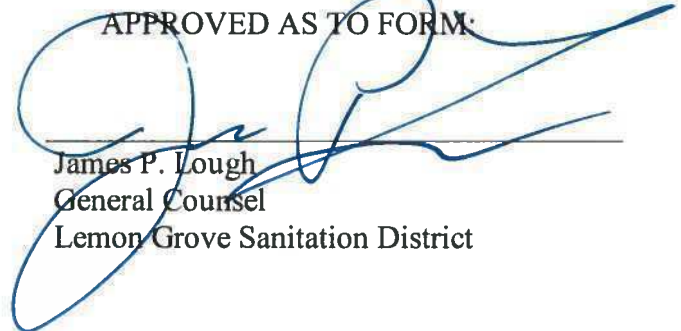
By:   
Lydia Romero, Executive Director

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

<b>CLASSIFICATION: PLANNING AND DESIGN</b>	<b>HOURLY RATE</b>
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

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

<b>CLASSIFICATION: OFFICE PERSONNEL</b>	<b>HOURLY RATE</b>
Clerical	\$65.00