



**METRO TAC AGENDA**  
**(Technical Advisory Committee to Metro JPA)**

**TO:** Metro TAC Representatives and Metro Commissioners

**DATE:** Wednesday, April 20, 2022

**TIME:** 11:00 a.m. to 1:30 p.m.

**LOCATION:** The health and well-being of the MetroTAC members/alternates and participating staff during the COVID-19 outbreak remains our top priority. The MetroTAC is taking steps to ensure the safety of all involved by holding its January meeting electronically via Zoom.

E-mail containing information on how to participate in the meeting will be distributed to the MetroTAC members e-mail list and approved San Diego City Staff by Monday, April 18, 2022 by 5:00 p.m. If you do not receive the e-mail, please contact Lori Peoples at [lpeoples@chulavistaca.gov](mailto:lpeoples@chulavistaca.gov) PRIOR to the meeting date

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1. Review and Approve MetroTAC Action Minutes for the Meeting of March 16, 2022 (**Attachment**)
  2. Metro Commission/JPA Board Meeting Recap (Standing Item)
  3. **UPDATE:** List of MetroTAC Contacts (Beth Gentry)
  4. **ACTION:** Consideration and Possible Action to Recommend to the Metro Commission/Metro Wastewater JPA Approval of the Metro Wastewater Joint Powers Authority Treasurer's Report for Eight Months Ending February 28, 2022 (Lee Ann Jones-Santos/Karyn Keze) (**Attachment**)
  5. **ACTION:** Consideration and Possible Action to Recommend to the Metro Commission/Metro Wastewater JPA Approval of the Following Budget/Contract Amendments Relating to the FY 2022 Budget Year:
    - a. Budget Adjustment and Contract Amendment for the Professional Services Agreement with Dexter Wilson Engineering for Engineering Services (Nicholaus Norvell/Karyn Keze) (**Attachment**)
    - b. Budget Adjustment and Contract Amendment for the Professional Services Agreement with The Keze Group, LLC for Financial Services (Nicholaus Norvell/Karyn Keze) (**Attachment**)
  6. **ACTION:** Consideration and Possible Action to Recommend to the Metro Commission/Metro Wastewater JPA Approval of a Change in Key Personnel for Performance of Services for the Professional Services Agreement with NV5 as Referenced in the April 13, 2022 Letter from Julian Palacios (**Attachment**)

7. **ACTION:** Consideration and Possible Action to Recommend to the Metro Commission/Metro Wastewater JPA Approval of the Following Budget/Contract Items Relating to FY 2023:
- a. FY 2023 Metro Wastewater JPA Budget (Lee Ann Jones-Santos/Karyn Keze/Nicholaus Norvell) (**Attachment**)
  - b. Professional Services Agreement with The Keze Group, LLC for Financial Management Services for FY 2023 through FY 2026 (Beth Gentry) (**Attachment**)
  - c. Professional Services Agreement with NV5 for Engineering Services for FY 2023 through FY 2026 (Beth Gentry/Karyn Keze) (**Attachment**)
  - d. Professional Services Agreement with Dexter Wilson Engineering for Engineering Services for FY 2023 through FY 2026 (Beth Gentry/Karyn Keze) (**Attachment**)
  - e. Professional Services Agreement with Granicus for Website Hosting Services for FY 2023 through FY 2026 (Beth Gentry/Nicholaus Norvell) (**Attachment**)
  - f. Amendment to Agreement for Administrative Support Services with Lori Anne Peoples for FY 2023 through FY 2026 (Lee Ann Jones-Santos/Karyn Keze) (**Attachment**)
  - g. Reimbursement Agreement with the City of San Diego for Administrative Support Services with Lori Anne Peoples for FY 2023 through FY 2026 (Nicholaus Norvell/Karyn Keze) (**Attachment**)
  - h. Professional Services Agreement with Paul Redvers Brown, Inc. for Facilitator Services for FY 2023 (Beth Gentry/Karyn Keze) (**Attachment**)
  - i. Reimbursement Agreement with the City of San Diego for Facilitator Services with Paul Redvers Brown, Inc. for FY 2023 (Nicholaus Norvell/Karyn Keze) (**Attachment**)
8. **DISCUSSION:** Pure Water Phase 2 Metro Flow Options (Dexter Wilson) (**Attachment**)
9. **UPDATE:** Committee on Proposed Mutual Aid Agreement with Wastewater Agencies (Standing Item) (Peejay Tubongbanua)
10. **UPDATE:** Industrial Wastewater Control Committee (Standing Item) (Beth Gentry)
11. **UPDATE:** Metro Wastewater (Financial) (Standing Item) (Adam Jones)
- Audit Status
  - Budget Item Line Item Follow Up: Startup/O&M (**Attachment**)
    - Example of Stantec of Task Order Item
    - General examples
12. **UPDATE:** Metro Wastewater (General) (Update Postponed to May TAC) (Adam Jones)
- a. Pt. Loma Treatment Plant Road

- b. April 10, 2020 Spill Update
  - c. Capital Program Master Planning Process Overview and Status
  - d. Secondary Equivalency
13. **UPDATE**: 2<sup>nd</sup> Quarterly Metro Capital Improvement Program and Funding Sources (Standing Item) (Tung Phung) (Quarterly, Next Update in June)
14. **UPDATE**: Pure Water Program (Standing Item) (Amy Dorman)
- a. Pure Water Construction Contracts Update (Quarterly, Next Update in July)
  - b. General Update
15. **UPDATE**: Financial (Standing Item) (Karyn Keze)
16. **REPORT**: IRWMP Update (Standing Item) (Beth Gentry)
17. **REPORT**: MetroTAC Work Plan (Standing Item) (Beth Gentry) (**Attachment**)
18. Review of Items to be Brought Forward to the Regular Metro Commission/Metro JPA Meeting (**May 5, 2022**)
19. Other Business of Metro TAC
20. Adjournment ([To the next Regular Meeting May 18, 2022](#))

**Metro TAC 2022 Meeting Schedule**

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

# ATTACHMENT 1

## ACTION MINUTES FOR THE MEETING OF MARCH 16, 2022





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

**ACTION MINUTES**

**DATE OF MEETING:** March 16, 2022

**TIME:** 11:00 AM

**LOCATION:** Zoom Meeting held Online

**MEETING ATTENDANCE:**

**Members Present**

Beth Gentry, Chula Vista  
Joe Bride, Del Mar  
Yazmin Arellano, El Cajon  
Blake Berringer, El Cajon  
Hamed Hashemian, La Mesa  
Mike Jones, Lemon Grove  
Carla Hutchinson, National City  
Robert Kennedy, Otay WD  
Steven Beppler, Otay WD  
Karen Jassoy, Padre Dam MWD  
Paul Clarke, Padre Dam MWD  
Jessica Parks, Poway  
Troy de Priest, Poway  
Dan Brogadir, County of San Diego  
Peejay Tubongbanua, County of San Diego

**San Diego City Staff/Consultants Present**

Tom Rosales, City of San Diego  
Amy Dorman, City of San Diego  
Adam Jones, City of San Diego  
Tung Phung, City of San Diego  
Joy Newman, City of San Diego  
Michael Marks, City of San Diego  
Andrea Demich, City of San Diego  
Daniel Lottermoser, City of San Diego  
Carolyn Gino, City of SD General Counsel

Doug Owen, Stantec

**Others Present**

Sanjay Garu, Raftelis - ECAWP  
Kyle Swanson, ECAWP

**Staff/Consultants Present**

Karyn Keze, the Keze Group  
Scott Tulloch, NV5  
Carmen Kasner, NV5  
Dexter Wilson & Fernando Fregoso, Wilson Engineering  
Lee Ann Jones-Santos, Treasurer  
Lori Anne Peoples, MetroTAC

**1. Review and Approve MetroTAC Action Minutes for the Meeting of February 16, 2022**

**ACTION:** Motion by Jessica Parks seconded by Yazmin Arellano, the Minutes be approved.  
Motion carried unanimously.

**2. Metro Commission/JPA Board Meeting Recap**

MetroTAC Chair Gentry reported that at the March 3<sup>rd</sup> Metro JPA meeting they approved the items forwarded from TAC and heard the Point Loa Wastewater Treatment Plant Permit Status presentation and heard all of the update reports.

**3. ACTION: UPDATING OF List of MetroTAC Contacts (Primary, Alternate and General Distribution Members) with Contact Information (Including Emails and Cell Phone Numbers for Primary and Alternates)**

MetroTAC Chair Gentry stated that a form would be sent out by Lori and requested the members respond as soon as possible so we could all have an accurate contact list. Additionally, she reminded everyone that Metro JPA members were not to attend the MetroTAC meetings as it could create a potential violation of the Brown Act per General Counsel. It is up to the TAC members to keep their JPA representatives informed.

**ACTION:** Motion by Yazmin Arellano, seconded by Joe Bride, TAC members to provide current information to the Metro JPA Secretary. Motion carried unanimously.

**4. ACTION: Consideration and Possible Action to Recommend to the Metro Commission/Metro Wastewater JPA Approval of the PUDs Latest Five-Year Financial Projection**

Karyn Keze explained that annually, San Diego publishes a 5-year projection so from here on she and Adam Jones will be working to provide what she has been asking for. She then inquired of Adam as to whether entering the current debt market would effect the bond rating. Adam responded that this was not a ratings concern and so far they have received positive feed back from the ratings system.

Adam then provided a brief verbal overview of his presentation (attached to the minutes as Exhibit A). He noted that the presentation was provided to set the basis for the cost of services process with a special focus on the Metro System. His presentation included: Overview; Key Cost Drivers – Wastewater; Summary of Operating & Maintenance Key Financial Data (\$ in millions); Metro System Expenditures – Personnel; Metro System Expenditures – Contracts; Metro System Expenditures – Supplies; Metro System Expenditures – IT; Metro System Expenditures – Energy/Utilities; Metro System Expenditures – Other; Metro System Expenditures – Total O&M and Debt; Metro System CIP Expenditures by Category; Metro System CIP Funding Sources. In conclusion the presentation noted that based on the expenses and other revenue, projections assume the PAs will continue contributing \$81 million on average each year. The projections were based on assumptions through November 2021 with inflation, energy prices, and supply chain and construction market. This does not assume any funding being applied for in the Federal Bi-partisan Infrastructure Law, which would decrease contributions.

Karyn asked Adam if for the members doing rate cases, if he thought the \$81 million would hold or should they add to it just to be conservative. Adam said the PAs should be conservative in assumptions. Karyn stated that the projections would be sent out to the members.

**ACTION:** Motion by Jessica Parks, seconded by Hamed Hashemian, to approve the PUDs Latest Five-Year Financial Projection be moved forward to the JPA. Motion carried unanimously.

**5. ACTION: Consideration and Possible Action to Recommend to the Metro Commission/Metro Wastewater Proposed JPA Modifications to the Metro JPA Bylaws**

Since General Counsel Nicolaus Norvell was absent, Beth noted that the attachment included in the agenda package reflected modifications that were being proposed which she restated.

**ACTION:** Motion by Jessica Parks, seconded by Hamed Hashemian, to recommend the modifications to the Metro JPA. Motion carried unanimously.

**6. PRESENTATION: Pure Water Early Site Work Change Order Summary and Project Close Out**

Akram Bassyouni, Deputy Director, Engineering & Capital Projects, City of San Diego introduced Andrea Demich, Michael Marks, and Daniel Lottermoser, also from his department and they then provided a brief verbal overview of his PowerPoint presentation, included in the agenda package. The presentation included: background of the project; Change order overview and how they were funded, water or wastewater; site photo prior to construction; site photo after construction began; scope of early site work – relocation of tank; Change Order No. 1 through 10 details with accompanying photos of some.

Bob Kennedy requested that the change order rate be added to slide #2 prior to presentation to the JPA. Additional he inquired on Change Order 4, slide #10 which looked rather large for a temporary trailer and inquired as whether they were receiving a credit from the contractor. Michael Marks explained that when working on the early site work the cost to lease the trailer was approximately \$4,000 per month and the plan was for the contractor who was going to come onto the site to take over the lease. They calculated the break even point of cost would be 3-4 years but due to the potential of the injunction taking 18 months or longer and issues related to continuing the lease when the contractor was no longer involved, they needed a mechanism to keep paying the lease. At that point they did an evaluation noting that it was a quad trailer of 1700 ft. with railings, walkways and ADA ramps etc. They calculated out that if they kept leasing it monthly it would have cost \$500,000-\$600,000 and if there were further delays even more. They purchased it at the end of the contractor's liability so no funds came back.

Karyn noted that this was a shared project between water and wastewater and she presumed that the contractor was doing both so wondered why this item was charged 100% to Wastewater. Mark noted that this particular trailer only housed the reclamation plant individuals. There is a quad trailer across the street that is being used to house the other employees.

Dexter Wilson noted that he had only reviewed what was presented today to date and had many questions similar to what Bob Kennedy was asking but was waiting on the detail information and once received will have some additional questions. Adam clarified that Karyn and Dexter had reviewed the baseline contract for early site work and it was just the change order details they had not seen and reiterating what Karyn mentioned this is one of the ones they were going to practice on for what the cost allocation would look like and have procedures in place for when the really big contracts come later on. They are testing theories. Karyn stated this was the test case and will determine how the process will go for the 2<sup>nd</sup> ARA.

**ACTION:** Motion by Joe Bride, seconded by Paul Clarke, to recommend the item be moved forward to the Metro JPA. Motion carried unanimously.

**7. ACTION: Consideration and Possible Action for the Formation of a MetroTAC Subcommittee to Review technical Proposals from the Second Amended and Restated Agreement Negotiation Committee prior to Full TAC Review**

MetroTAC Chair Gentry provided a brief background. The 1<sup>st</sup> ARA was developed with a process of a Negotiating Team, consisting of Chair/Vice Chair of TAC along with the TAC staff of Karyn Keze, Dexter Wilson, and Scott Tulloch along with City of San Diego Staff and Legal. They reviewed the proposals for the draft ARA, discussed them and then elevated them to the TAC where they were discussed and then on to the Metro JPA Ad Hoc team and their technical staff member. After they reviewed the items they went on to the JPA for review and to be put into the draft amendment and then the final. Currently, the 2<sup>nd</sup> ARA is in the works to address the parking lot items in section 2.9 of the 1<sup>st</sup> ARA with the 12-month clock running which started August 2021. For the 2<sup>nd</sup> ARA a similar process was established with the JPA Ad Hoc formed last month. A request was received at the last TAC meeting for earlier input to be provided for items coming out of the negotiating team review and the suggestion that a new committee be formed. For this reason, she placed this topic on the agenda for the potential formation of a TAC sub committee. She stated that a sub committee may not be the way to go and was open to suggestions, for example another PA had the idea that having technical proposals be presented at TAC prior to TAC taking formal action would allow for time to discuss them.

MetroTAC Vice-Chair Yazmin Arellano stated she wanted to hear from the other PAs and stated that she felt the forming of an additional committee would be challenging. Further that she liked the suggestion to bring technical proposals to a TAC meeting for discussion and then a following meeting for the vote.

Paul Clarke of Padre Dam stated that Padre was supportive of the establishment of a subcommittee as another means to provide input early in the process and to determine the goals and objectives being considered. Padre stated was stretched as everyone and he had invited Sanjay Gaur who was also present representing the ECAWP and to help Padre.

Bob Kennedy of Otay Water District stated if the TAC was going to be forming another committee, the members should not be those currently involved in the other sub committees currently involved in the process. He however, preferred the idea of hearing a presentation at TAC and then bringing it back for a vote at a later meeting.

Beth requested any interested PAs raise their hands if interested and only saw Paul Clarke and Sanjay of Padre. She suggested taking a vote if more than one PA was interested in the forming of a new sub committee.

Hamed inquired as to whether there was a deadline to do this. Beth stated that there were already a couple items headed to the JPA Ad Hoc and they needed to be careful about holding things up with the August 2022 deadline.

**ACTION:** Motion by Paul Clarke, to form a 2<sup>nd</sup> ARA MetroTAC Subcommittee. Motion died for lack of a second.

MetroTAC Chair Gentry stated she would move forward with having items presented at a TAC meeting prior to taking formal action and reminded Padre that one of them may inquire to be the staff representative at the JPA Ad Hoc meeting with Jim Peasley

## **8. DISCUSSION: Pretreatment Agreement Proposed Changes**

- Delegation of legal authority to San Diego with appropriate procedures and limitations to implement the Pretreatment Program
- Inclusion of the Pretreatment Program into the Second Amended and Restated Agreement, superseding all individual Pretreatment Agreements

- Identify a process that outlines how changes to the Pretreatment Program could be made in the future

MetroTAC Chair Gentry stated that as Chair for the Industrial Wastewater Control Committee at the last MetroTAC meeting she had brought forward a memo which had proposed changes to the Pretreatment Program. That had been continued to this meeting to work through concerns expressed by Padre Dam. She again noted that Pretreatment Program was currently implemented by the PAs with services provided by San Diego with individual agreements. With the changes to the Metro System, mainly the Pure Water Program, this was put into Section 2.9 of the 1<sup>st</sup> ARA and they have been working on several high level items and wanted to bring these forward to the TAC and then the JPA for feedback. This is back to get the information out there of the proposed changes. She then noted that the FOG (fats, oil, and grease) Program has in place and administration would remain with the PAs and is not included. She then reiterated the 3 points and noted that Padre Dam had submitted comments which were distributed to the TAC members prior to this meeting (copy attached to these minutes as Exhibit B). She then requested Paul Clarke and Sanjay Garu provide the comments they had submitted for discussion.

Paul Clarke stated that at the last meeting, Padre could not support Items 1 and 3. The letter submitted broke down what they feel would be fair to add to the program. They would like to see San Diego establish rates so they could have full cost recovery as well as direct billings to any of the industrial users. They would also like a process or mechanism for San Diego to update charges every 5 years so that San Diego and the PAs would not be in the same situation in the future. Hamed asked if the PAs would be responsible to cover the cost overruns. Paul Clarke stated he thought the City should be responsible for any cost overruns.

MetroTAC Chair Gentry asked if anyone was interested in being on the Industrial Wastewater Control Committee to discuss these and other items, to contact her and acknowledged that there would be a lot of additional details needing to be added as well as a lot of questions.

**9. ACTION: Consideration to Recommend to the Metro Commission/Metro Wastewater JPA the Discussion of City of San Diego's Sewer Management Program**

Beth noted that this item was placed on the agenda regarding questions of MetroTAC and JPA members so they could identify what they may want to know about how the city handles the prevention of spills and sewer management.

Tom Rosales stated that this item was put on due to the spill for TAC to identify what they want to have presented regarding prevention of and management of the San Diego Sewer Management Program. This is an opportunity for discussion not action. San Diego saw this as an opportunity to key up and get information from TAC as to what they want and think the JPA would want to hear.

Hamed Hashemian stated that he was interested in whether the San Diego had done a triage of potential liabilities in each basin of potential problems and would like to see a table of basins and potential negative impacts that could happen and how San Diego is programming those to deal with these issues.

Bob Kennedy asked to periodically be briefed on the SSMP audits and provide the PAs with Regional Board comments on required maintenance and a general assessment and overall management approach on maintenance of the pump stations.

Dexter Wilson stated that a chart with the summary of things being required to do by the Regional Board such as canyon stewards, upgrades for Pump Station 2 etc, and monitoring collection systems as required by the Regional Board would be helpful.

Tom Rosales stated that based on the information and feedback he will put together probably more than 1 presentation and with work with Beth to develop a framework and bring these back to the TAC.

**10. UPDATE: Committee on Proposed Mutual Aid Agreement with Wastewater Agencies**

Committee Chair Peejay Tubongbanua provided an update and noted that they are now calling the committee the Emergency Mutual Aide Agreement. They are in the process of drafting the agreement; the focus of the agreement is solely for aide in emergencies and they have had great resource discussion; there will be standard requirements; it will include delegation of authority. The committee hopes to provide it to TAC this month, hopefully next week and put in a final effort to discuss all comments in late April. The goal has been revised for the agreement to be effective by the end of the calendar year. He then welcomed any new participants to reach out to him.

**Items 11 and 12 were heard after Item 13**

**11. Industrial Wastewater Control Committee**

MetroTAC Chair and Industrial Wastewater Control Committee Chair Beth Gentry of Chula Vista stated that the committee had met in March and she had provided the information on the bullet items on the Pretreatment Agreement proposed changes and will have Local Limits Presentation at the April meeting. She invited anyone interested in hearing the presentation to let her know and noted that it will come forward to TAC as well. She then noted that San Diego was sending out follow up letters to all industrial users with permits regarding the proposed rate increase (included in the agenda package).

**12. UPDATE: Metro Wastewater (Financial)**

Adam Jones, City of San Diego noted that he was scheduled to meet with the Chair and Vice Chair this week on the questions that came up on the Pure Water O&M costs that came up at the last meeting. He then stated that on the City side, they are in the stage where the Mayor and essential finance team are preparing the budget for release on April 15<sup>th</sup> to the public and will provide a link on the proposal. The Mayor and Council will present this to the budget committee in May; get any feedback and information they request, with the expected passage in June. They will also be going through 3<sup>rd</sup> Quarter projections and are working closely with the State Regional Board on the SRF for the Pure Water Program and have potential bond offerings that they are hoping to get the preliminary information docketed by April 12<sup>th</sup>.

**Item 13 was heard prior to Items 11 and 12**

**13. UPDATE: Metro Wastewater**

**a. April 10, 2020, Spill Update**

Tom Rosales, City of San Diego stated they had a round of negotiation with the Regional Board in January and responded with some additional information with a letter on Monday. They expect for the Regional Board to review the additional information and set another negotiation to discuss that information meeting soon.

He also stated that regards to OPRA II, the legislation passed the house in early 2021 and then went to the Senate who was having difficulty getting it through so were putting it together with an Omnibus Bill. However, unfortunately has been informed that the OPRA II language was not included in the Omnibus so they will need to pursue an alternative method to get OPRA II approved by the Senate. They are working on a new application for the Point Loma Waiver to submit by the end of the month.

**b. Monitoring of Pt. Loma Treatment Plant Road**

Tom Rosales noted that there was nothing new to report.

**c. Capital Program Master Planning Process Overview and Status**

Tom Rosales noted that nothing new to report on this item either.

Beth noted that she was still trying to set up a meeting with San Diego regarding the JPA letter to which Tom stated he was working with his upper management to respond.

**Items 11 and 12 were heard here.**

**14. UPDATE: Quarterly Metro Capital Improvement Program and Funding Sources**

Tung Phung provided a verbal overview of his reports included in the agenda packet. His report included a slide on the Forecast versus Actual Expenditures Updates as well as the list of the 10 Active Projects they currently have wherein he included at the request of the JPA a description under each of the projects for clarification.

**15. UPDATE: Pure Water Program**

Amy Dorman, City of San Diego, provided a brief verbal overview of the table she had included in the agenda package. The table provides updates on the status of the 10 construction packages and noted the last one will be advertised this Friday.

Karyn Keze thanked Amy for providing this report on a Quarterly basis.

**16. UPDATE: Financial**

Karyn Keze noted that the Treasurer duties have transitioned from Padre Dam to the City of El Cajon with Lee Ann Jones-Santos. She thanked Karen Jassoy for her hard work over the years and for assisting in the transition and requested Paul pass those thanks on to her. Karyn then noted that the JPA Budget season had started and she had met with Yazmin,

Beth and Lee Ann as well as the contractors who are preparing their scopes of work which will then go through their committee and will review with TAC at the next meeting and then to the Finance Committee. Additionally, she noted that the TAC Work Plan had been substantially updated with the new updated Rate Survey and requested the members review and let her know where they all are in their rate cases meaning are they are getting ready to start, have started and are working on one or have they adopted a rate case or are the working on it?

MetroTAC Chair Gentry thanked Karyn for her help in bringing her up to speed on the financial items.

**17. REPORT: IRWMP Update**

MetroTAC Chair Gentry stated there had not been a meeting, so she had no report.

**18. REPORT: MetroTAC Work Plan**

MetroTAC Chair Beth Gentry stated that as Karyn stated they had updated the MetroTAC Work Plan. The report reflected new items as well as items closed.

Also she apologized to Peejay that the Emergency Mutual Aide Agreement was not added in but will be added to the Working Group List.

**19. Review of Items to be Brought Forward to the Regular Metro Commission/Metro Wastewater JPA Meeting April 7, 2022**

Items 4, 5, 6 along with all standing items and the 2 items currently being reviewed by the Ad Hoc which are the capital expense rate and cap and the cost split for Phase 2.

**20. Other Business of MetroTAC**

None

**21. Adjournment to the Next Regular Meeting March 16, 2022**

There being no further business the meeting was adjourned at 1:15 p.m.



EXHIBIT A

CITY OF SAN DIEGO

PUD 5- YEAR

PROJECTION

Public Utilities Department

# PUD Fiscal Year 2023-2027 Five-Year Financial Outlook

March 16, 2022

Adam Jones, Finance Deputy Director

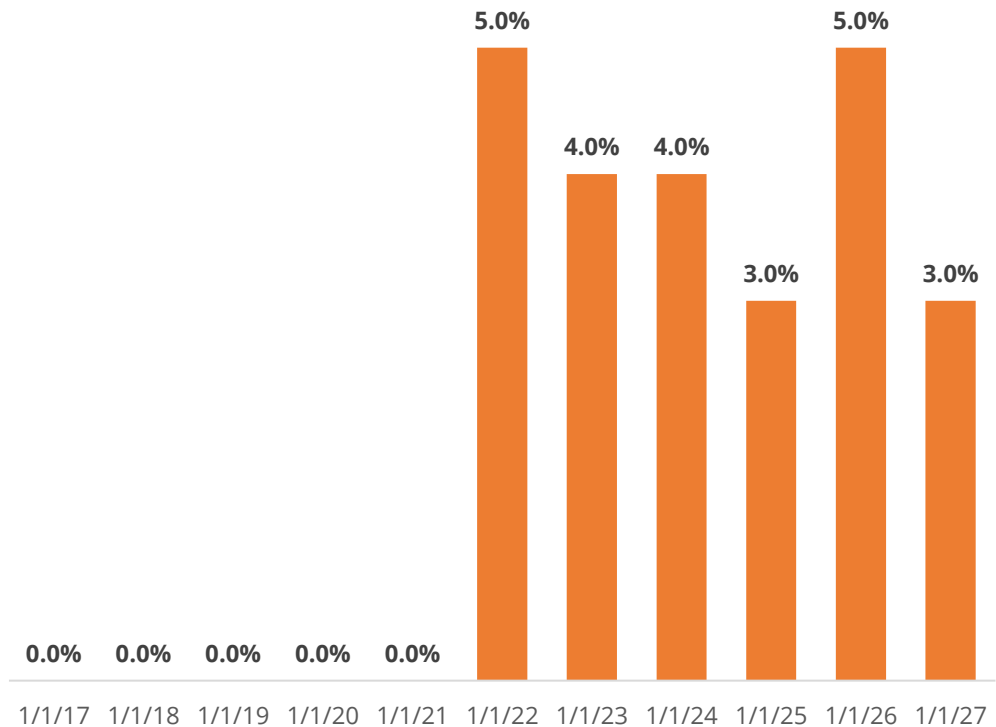
# Overview

- Public Utilities charges rates to cover its operations using a Cost of Service process
  - Wastewater completed process (September 2021)
- PUD Five-Year Financial Outlook
  - Identifies system-wide revenue need for each utility under a Cost of Service process

## Key Cost Drivers - Wastewater

- Aligned with Rates Approved by Council
- Prior Critical adds moved to the Baseline, New FY 2022 adds Continue
- Critical Expenditures for Upcoming/new Programs
  - Pure Water
  - Point Loma Erosion Monitoring

Projected Sewer Service Charge Increases





Summary of Operating & Maintenance Key Financial Data (\$ in Millions)						
	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027
Sewer Service Charges	\$281.8	\$287.3	\$299.2	\$310.1	\$323.5	\$343.2
Capacity Charges	\$19.7	\$21.9	\$21.9	\$21.9	\$21.9	\$21.9
Grants	\$12.9	\$0.0	\$0.0	\$0.0	\$0.0	\$0.0
Other Revenue	\$127.4	\$103.2	\$105.7	\$107.1	\$108.3	\$109.0
<b>TOTAL SYSTEM REVENUES</b>	<b>\$441.8</b>	<b>\$412.4</b>	<b>\$426.8</b>	<b>\$439.1</b>	<b>\$453.7</b>	<b>\$474.1</b>
Salaries & Wages	\$61.0	\$64.4	\$66.6	\$68.9	\$71.1	\$73.3
Fringe Benefits	\$44.8	\$46.0	\$46.8	\$47.6	\$48.9	\$50.1
Other Non-Personnel Expenditures	\$171.0	\$174.3	\$175.3	\$177.7	\$181.1	\$185.2
<b>BASELINE EXPENDITURES</b>	<b>\$276.8</b>	<b>\$284.7</b>	<b>\$288.7</b>	<b>\$294.3</b>	<b>\$301.0</b>	<b>\$308.6</b>
<b>CRITICAL OPERATING EXPENDITURES</b>	<b>\$0.0</b>	<b>\$5.0</b>	<b>\$8.2</b>	<b>\$10.6</b>	<b>\$19.3</b>	<b>\$19.0</b>
Contributions to CIP	(\$26.7)	\$140.4	(\$1.7)	(\$7.6)	\$13.4	\$33.5
Debt Service	\$105.1	\$116.2	\$100.2	\$106.4*	\$89.3	\$107.8
(Use of) / Contributions to Reserves	\$18.2	(\$35.9)	(\$3.5)	(\$11.2)	\$8.6	(\$9.7)
<b>NON-OPERATING EXPENDITURES</b>	<b>\$96.5</b>	<b>\$220.7</b>	<b>\$95.0</b>	<b>\$87.6</b>	<b>\$111.3</b>	<b>\$131.6</b>
<b>TOTAL EXPENDITURES</b>	<b>\$373.3</b>	<b>\$510.4</b>	<b>\$391.8</b>	<b>\$392.5</b>	<b>\$431.6</b>	<b>\$459.2</b>
<b>Impact to Fund Balance</b>	<b>\$68.5</b>	<b>(\$98.0)</b>	<b>\$35.0</b>	<b>\$46.6</b>	<b>\$22.1</b>	<b>\$14.9</b>
Debt Service Coverage Ratio	1.40 x	1.37 x	1.33 x	1.37 x	1.40 x	1.45 x
Assumed Rate Increase	5.0%	4.0%	4.0%	3.0%	5.0%	3.0%

## Metro System Expenditures – Personnel

	FY2023	FY2024	FY2025	FY2026	FY2027
<b>PERSONNEL</b>					
Salary & Wages	\$ 38,561,530	\$ 39,708,605	\$ 41,018,581	\$ 42,313,081	\$ 43,647,281
Fringe	\$ 26,262,688	\$ 26,540,167	\$ 26,946,048	\$ 27,649,148	\$ 28,369,748
<b>Critical Adds</b>					
Phase I	\$ 1,054,293	\$ 1,871,051	\$ 2,439,806	\$ 2,439,806	\$ 2,439,806
Phase II	\$ 53,288	\$ 106,577	\$ 159,865	\$ 159,865	\$ 159,865
<b>SUBTOTAL PERSONNEL</b>	<b>\$ 65,931,800</b>	<b>\$ 68,226,400</b>	<b>\$ 70,564,300</b>	<b>\$ 72,561,900</b>	<b>\$ 74,616,700</b>

- ❖ Baseline expenditures include approximately 502 FTE in FY 2022 Adopted Budget
- ❖ Critical Strategic Expenditures are largely driven by Pure Water Program



## Metro System Expenditures – Contracts

	FY2023	FY2024	FY2025	FY2026	FY2027
<b>CONTRACTS</b>					
Baseline Contracts	\$ 61,162,683	\$ 60,783,532	\$ 61,104,812	\$ 63,223,142	\$ 65,032,433
<b>Critical Adds</b>					
Phase I - Operations	-	\$ 657,034	\$ 1,377,068	\$ 5,886,267	\$ 5,886,267
Phase II - Program Management	\$ 1,000,000	\$ 3,000,000	\$ 3,000,000	\$ 3,000,000	\$ 3,000,000
PLWTP Road Erosion Monitoring	\$ 2,860,000	\$ 1,360,000	\$ 1,360,000	\$ 360,000	-
<b>SUBTOTAL CONTRACTS</b>	<b>\$ 65,022,683</b>	<b>\$ 65,800,566</b>	<b>\$ 66,841,880</b>	<b>\$ 72,469,409</b>	<b>\$ 73,918,700</b>

- ❖ Contracts baseline expenditures includes various growth rates, and each component uses a different growth rate



## Metro System Expenditures – Supplies

	FY2023	FY2024	FY2025	FY2026	FY2027
<b>SUPPLIES</b>					
Baseline Supplies	\$ 22,677,240	\$ 22,045,466	\$ 22,706,830	\$ 23,388,035	\$ 24,185,894
Phase 1	-	\$ 1,157,754	\$ 1,701,055	\$ 3,207,506	\$ 3,207,506
<b>SUBTOTAL SUPPLIES</b>	<b>\$ 22,677,240</b>	<b>\$ 23,203,220</b>	<b>\$ 24,407,885</b>	<b>\$ 26,595,541</b>	<b>\$ 27,393,400</b>

- ❖ Supplies baseline expenditures includes various growth rates, and each component uses a different growth rate



## Metro System Expenditures – IT

	FY2023	FY2024	FY2025	FY2026	FY2027
<b>INFORMATION TECHNOLOGY</b>					
Baseline IT	\$10,366,508	\$10,496,298	\$10,628,684	\$10,841,318	\$11,058,100
SUBTOTAL IT	\$10,366,508	\$10,496,298	\$10,628,684	\$10,841,318	\$11,058,100

❖ IT Baseline uses estimates of IT costs and California CPI

## Metro System Expenditures – Energy/Utilities

	FY2023	FY2024	FY2025	FY2026	FY2027
<b>ENERGY &amp; UTILITIES</b>					
Baseline E&U	\$17,648,453	\$17,719,046	\$17,789,923	\$17,861,082	\$17,949,057
Phase I	-	-	\$416,434	\$4,164,343	\$4,164,343
<u>SUBTOTAL E&amp;U</u>	<u>\$17,648,453</u>	<u>\$17,719,046</u>	<u>\$18,206,357</u>	<u>\$22,025,425</u>	<u>\$22,113,400</u>

- ❖ Energy and Utilities Baseline includes various components
  - ❖ Energy Growth Rates are based on US Energy Information Administration's Annual Energy Outlook
- ❖ Pure Water Program requires significant energy costs as new and expanding Pure Water facilities come online, which are included in Critical Strategic Expenditures

## Metro System Expenditures – Other

	FY2023	FY2024	FY2025	FY2026	FY2027
<b>OTHER</b>					
Baseline	\$3,576,953	\$3,576,953	\$3,576,953	\$3,576,953	\$3,576,953
<b>SUBTOTAL</b>	\$3,576,953	\$3,576,953	\$3,576,953	\$3,576,953	\$3,576,953

## Metro System Expenditures – Total O&M and Debt

	FY2023	FY2024	FY2025	FY2026	FY2027
<b>Operations Budget</b>	<b>\$185,223,637</b>	<b>\$189,022,484</b>	<b>\$194,226,059</b>	<b>\$208,070,546</b>	<b>\$212,677,253</b>
Baseline	\$180,256,056	\$180,870,068	\$183,771,831	\$188,852,759	\$193,819,466
Phase I Adds	\$1,054,293	\$3,685,839	\$5,934,363	\$15,697,922	\$15,697,922
Phase II Adds	\$1,053,288	\$3,106,577	\$3,159,865	\$3,159,865	\$3,159,865
Other Metro Adds	\$2,860,000	\$1,360,000	\$1,360,000	\$360,000	\$0
<b>Debt Service</b>	<b>\$69,475,085</b>	<b>\$58,527,926</b>	<b>\$60,645,659</b>	<b>\$47,543,615</b>	<b>\$54,728,969</b>
<b>Metro Total</b>	<b>\$254,698,721</b>	<b>\$247,550,411</b>	<b>\$254,871,717</b>	<b>\$255,614,161</b>	<b>\$267,406,222</b>

## Metro System CIP Expenditures by Category

	FY2023	FY2024	FY2025	FY2026	FY2027
<b>EXPENSES: CIP</b>					
Pure Water Program	\$242,757,165	\$109,813,129	\$42,616,305	\$11,371,137	\$16,246,763
Trunk Sewers	\$800,000	\$1,500,000	\$5,700,000	\$7,000,000	\$6,000,000
Miscellaneous (Other)	\$8,825,212	\$11,056,822	\$18,079,878	\$23,217,464	\$7,941,849
SDG&E Relocation	-	-	-	-	-
Sewer Treatment Plants	\$32,395,672	\$25,232,417	\$12,908,512	\$2,083,542	\$395,487
Large Sewer Pump Stations	\$6,337,500	\$3,680,734	\$7,552,599	\$8,438,966	\$3,954,875
Recycled Water	\$350,000	\$360,856	\$372,049	\$383,589	\$395,487
<b>TOTAL CIP</b>	<b>\$291,465,549</b>	<b>\$151,643,958</b>	<b>\$87,229,343</b>	<b>\$52,494,699</b>	<b>\$34,934,462</b>
<b>CIP Budget Breakdown</b>					
Baseline	\$48,708,384	\$41,830,829	\$44,613,038	\$41,123,561	\$18,687,699
Phase I	\$233,168,953	\$99,685,738	\$38,951,396	\$7,592,551	\$200,359
Phase II	\$9,588,212	\$10,127,390	\$3,664,909	\$3,778,587	\$16,046,404
<b>Total</b>	<b>\$291,465,549</b>	<b>\$151,643,958</b>	<b>\$87,229,343</b>	<b>\$52,494,699</b>	<b>\$34,934,462</b>

## Metro System CIP Funding Sources

	FY2023	FY2024	FY2025	FY2026	FY2027
<b>Pure Water CIP</b>					
SRF Loans	\$226,168,243	\$139,730,703	\$57,171,699	\$11,833,367	\$1,187,157
Grants	-	-	-	-	-
Pay-Go	\$16,588,922	-\$29,917,575	-\$14,555,394	-\$462,229	\$15,059,607
<b>Subtotal</b>	<b>\$242,757,165</b>	<b>\$109,813,129</b>	<b>\$42,616,305</b>	<b>\$11,371,137</b>	<b>\$16,246,763</b>
<b>Baseline CIP</b>					
Revenue Bonds	-	\$55,000,000	\$30,000,000	-	-
SRF Loans	\$5,261,010	\$5,552,117	\$11,090,000	\$50,260,969	\$18,892,272
Grants					
Pay-Go	\$43,447,374	-\$18,721,288	\$3,523,038	-\$9,137,408	-\$204,573
<b>Subtotal</b>	<b>\$48,708,384</b>	<b>\$41,830,829</b>	<b>\$44,613,038</b>	<b>\$41,123,561</b>	<b>\$18,687,699</b>

- ❖ Funding consists of various loans/debt, grants, and cash
- ❖ SRF Loans are assumed to fund Pure Water Projects
  - ❖ Expect execution of all Pure Water Loans by May 14

## Conclusion

- ❖ Based on Expenses and Other Revenue, Projections assume PAs continue contributing \$81 million on average each year
- ❖ Projections were based on assumptions through November of 2021
  - ❖ Inflation, Energy Prices, Supply Chain and Construction Market
- ❖ Does not assume any funding being applied for in the Federal Bi-partisan Infrastructure Law, which would decrease contributions

**EXHIBIT B**

**PADRE DAM LETTER  
REGARDING  
PRETREATMENT  
PROPOSED CHANGES**





March 14, 2022

Metro TAC Industrial Wastewater Control Committee  
c/o Beth Gentry, P.E., Chair, Metro TAC

Dear Metro TAC Industrial Wastewater Control Committee:

This letter is in reference to ongoing discussions among Metro TAC, the City of San Diego, and the Participating Agencies regarding the potential Second Amended and Restated Agreement, and in particular the provisions related to the industrial wastewater control and pretreatment program ("Pretreatment Program").

Since summer/fall 2021, various draft agreements, decision point matrices, and a draft memo have been distributed regarding Pretreatment Program issues and potential language. At various points, Padre Dam has shared its questions, concerns, and comments these various documents. Considering the volume of these various documents and the speed at which they have been moving, we thought it might be helpful to provide a comprehensive document sharing the current views of Padre Dam's staff regarding various key Pretreatment Program issues. We are hopeful that many of the other Participating Agencies will share Padre Dam's views on these various issues.

**1. Delegation of Legal Authority.**

- a. Delegation of Authority. Subject to specified procedures and limitations, the Participating Agencies would adopt ordinances delegating legal authority to the City of San Diego to implement the Pretreatment Program, including but not limited to the review and evaluation of discharges, permitting, monitoring, enforcement, discharger inventory reviews, and direct billing of industrial users.
- b. Uniformity Throughout Metro System. All regulations, billing, and enforcement should be uniform within San Diego and the Participating Agencies' service areas.
- c. Retained Authority. Each Participating Agency should retain the authority to implement and enforce its own ordinance that meets or exceeds regulatory requirements and to contract with other agencies for such purposes. Further, unless otherwise required by applicable state or federal law or regulations, the Participating Agencies' publicly owned treatment works, including, but not limited to, the East County agencies' Advanced Water Purification Project, should not be considered "industrial users" subject to the Pretreatment Program (although individual industrial users discharging to such facilities would be).

BOARD OF DIRECTORS  
Doug Wilson, CPA  
Suzanne Till, PhD  
Bill Pommering  
Augie Caires, MPA  
James Peasley, PE

PO Box 719003  
Santee, CA 92072  
9300 Fanita Parkway  
Santee, CA 92071  
T 619.448.3111  
[www.padredam.org](http://www.padredam.org)

## 2. **Billing and Cost Recovery.**

- a. Full Cost Recovery. To the maximum extent permissible by law, charges should be established by the City of San Diego at a rate set to ensure full cost recovery for Pretreatment Program costs, including permitting, inspection, compliance monitoring, setting of local limits, source control, and enforcement.
- b. Direct Billing. All such fees, costs, charges, and fines shall be billed directly to industrial users by San Diego.
- c. Reviewing and Updating Charges. San Diego should formally review and publicly consider updating fees, costs, charges and fines to recover the full costs of the Program not less than every five (5) years, and at more frequent intervals to the extent necessary.
- d. Shortfalls. Because San Diego will have sole authority to review and update charges on a periodic basis, San Diego should be financially responsible for any structural shortfalls between the costs of the Pretreatment Program and the charges collected from industrial users.

To the extent permitted by cost of service principles and legal requirements, single-year shortfalls for reasons beyond the control of San Diego could potentially be charged, in part,<sup>1</sup> to the overall Metro System. However, any ongoing shortfalls or shortfalls within the control of San Diego, including shortfalls caused by failure or delay in reviewing and updating charges, should not be the responsibility of the Participating Agencies or their ratepayers, as they have no control over such occurrences.

## 3. **Proper Document for Pretreatment Program Provisions; Amendments.**

- a. Placement of Pretreatment Program in Second Amended and Restated Metro Agreement. Padre Dam staff is open to inclusion of the Pretreatment Program provisions in a potential Second Amended and Restated Agreement that would supersede all individual Pretreatment Agreements, with the understanding that approval and execution of any such Second Amended and Restated Metro Agreement is subject to approval by the governing bodies of all Metro agencies.

Currently, Padre Dam understands that a handful of overall Program provisions would be contained in the text of the Second Amended and Restated Agreement, and more technical or detailed provisions would be contained in a new exhibit.

---

<sup>1</sup> To the extent that costs related to the Pretreatment Program are not recovered from industrial users (for whatever reason), and such costs arise from or are related to the treatment of water beyond secondary treatment (ocean discharge standard), Metro TAC and San Diego should discuss and consider whether and to what extent such costs should be the responsibility of the City's Water Utility. As you may recall, the current Amended and Restated Metro Agreement generally divides Pure Water costs between water and wastewater based on whether or not the facilities are necessary for the treatment of water beyond secondary treatment (ocean discharge standard).

b. Amendments.

- i. With regard to amending the Pretreatment Program provisions, the portions that would be contained in the Metro Agreement should be subject to the same procedures as amendments for all other Metro Agreement provisions, namely, approval by the governing bodies of all Metro agencies.
- ii. For the technical or detailed provisions contained in the new exhibit, Padre Dam is open to a process by which minor or non-controversial amendments may, after proper notice to all of the Participating Agencies, be approved by a supermajority vote of the Metro Commission. However, the provisions should ensure that if any Participating Agency objects to the proposed amendment after receiving notice, the amendment would require approval by the governing bodies of all Metro agencies, unless the objecting Participating Agency withdraws its objection after discussions with the City and/or other Participating Agencies.

It is important to note that the views described above do not necessarily represent the views of Padre Dam's Board of Directors, whose approval would ultimately be required to approve a Second Amended and Restated Metro Agreement.

Padre Dam staff looks forward to reviewing an updated draft of the Second Amended and Restated Metro Agreement that hopefully incorporates the concepts described above, and to continued discussions with the Metro JPA/Metro Commission, Metro TAC, the City of San Diego, and the other Participating Agencies, on these and other issues. If you have any questions about this letter, please contact Paul Clarke at 619.258.4746.

Sincerely,



Kyle Swanson  
Assistant General Manager

# ATTACHMENT 4

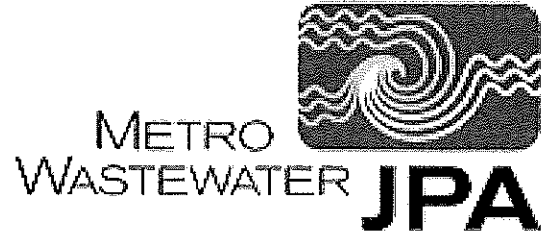
METRO WASTEWATER

JPA TREASURER'S

REPORT FOR EIGHT

MONTHS ENDING

FEBRUARY 28, 2022



Metro Wastewater Joint Powers Authority  
Treasurer's Report  
ending February 28, 2022

**Metro Wastewater JPA**  
**Treasurer's Report**  
ending February 28, 2022

<b>Beginning Cash Balance at July 1, 2021</b>	\$ 567,325
<b>Operating Results</b>	
Membership Dues & Interest Income	225,258
Expenses	<u>(262,547)</u>
Change in Net Position	(37,289)
Net change in Receivables & Payables	<u>(18,172)</u>
<b>Cash used in Operations</b>	<u>(55,461)</u>
<b>Ending Cash Balance at February 28, 2022</b>	<u><u>\$ 511,864</u></u>

# Metro Wastewater JPA

## Statement of Net Position

As of July 1, 2021 and February 28, 2022

Unaudited

	July 1, 2021	February 28, 2022	\$ Change
<b><u>ASSETS</u></b>			
Checking/Savings	\$ 567,325	\$ 511,864	\$ (55,461)
Accounts Receivable	7,696	29,524	21,828
Total Assets	<u>\$ 575,021</u>	<u>\$ 541,388</u>	<u>\$ (33,633)</u>
<b><u>LIABILITIES</u></b>			
Accounts Payable	\$ 8,264	\$ 11,920	\$ 3,656
Unearned Membership Billings	-	-	-
Total Liabilities	<u>\$ -</u>	<u>\$ 11,920</u>	<u>\$ 3,656</u>
<b><u>NET POSITION</u></b>			
Net Position at Beginning of Period	\$ 261,961	\$ 566,757	\$ 304,796
Change in Net Position	304,796	(37,289)	(342,085)
Net Position at End of Period	<u>\$ 566,757</u>	<u>\$ 529,468</u>	<u>\$ (37,289)</u>
<b>TOTAL LIABILITIES &amp; NET POSITION</b>	<u><b>\$ 575,021</b></u>	<u><b>\$ 541,388</b></u>	<u><b>\$ (33,633)</b></u>

Net Position at 02/28/22	\$ 529,468
FY '22 Required Reserve (4 months of Op Exp)	138,150
Over (under) required reserve	\$ 391,318

**Metro Wastewater JPA**  
**Statement of Operations**  
**Budget vs. Actual**  
ending February 28, 2022  
Unaudited

	Actual	Budget	Over (Under) Budget	
<b>Income</b>				
Membership Dues	\$ 225,258	\$ 220,470	\$ 4,788	
Interest Income	-	67	(67)	
<b>Total Income</b>	<u>\$ 225,258</u>	<u>\$ 220,537</u>	<u>\$ 4,721</u>	
<b>Expense</b>				
Administrative Assistant-LP	\$ 5,335	\$ 5,600	\$ (265)	(1)
Bank Charges	-	133	(133)	
Contingency	-	-	-	
Dues & Subscriptions	-	400	(400)	
Financial Services				
Audit Fees	5,300	8,000	(2,700)	(1)
Financial - The Keze Group	52,440	51,733	707	(3)
Treasurer - Padre Dam/El Cajon	5,528	13,333	(7,805)	(3)
JPA/TAC meeting expenses	-	3,333	(3,333)	
Miscellaneous	-	167	(167)	
Per Diem - Board	11,850	12,000	(150)	(3)
Printing, Postage, Supplies	295	167	128	
Professional Services				
Engineering - Dexter Wilson	90,645	72,000	18,645	(3)
Engineering - NV5	7,950	20,000	(12,050)	(2)
Legal - Procopio	49,680	46,667	3,013	(3)
Legal - BB&K	20,887	40,000	(19,113)	(3)
Paul Redvers Brown, Inc.	8,990	-	8,990	(2)
Strategic Planning	-	-	-	
Telephone, Software & Internet	762	933	(171)	(1)
Website Maintenance & Hosting	2,885	1,833	1,052	
<b>Total Expense</b>	<u>\$ 262,547</u>	<u>\$ 276,300</u>	<u>\$ (13,753)</u>	
<b>Net Income (Loss)</b>	<u>\$ (37,289)</u>	<u>\$ (55,763)</u>	<u>\$ 18,474</u>	

(1) Invoices received through 12/31/21

(2) Invoices received through 1/31/22

(3) Invoices received through 2/28/22



**Metro Wastewater JPA**  
**Statement of Cash Flows**

ending February 28, 2022

Unaudited

**OPERATING ACTIVITIES**

Change in Net Position	\$ (37,289)
------------------------	-------------

Adjustments to Reconcile Change in Net  
Position to Net Cash Provided by Operations:

Accounts Receivable	(21,828)
---------------------	----------

Accounts Payable	3,656
------------------	-------

Deferred Revenue	-
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Year ended June 30, 2022	(55,461)
--------------------------	----------

Net cash increase (decrease) for period	567,325
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Cash at end of period	<u><u>\$ 511,864</u></u>
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**ATTACHMENT 5A**

**BUDGT ADJUSTMENT  
AND CONTRACT  
AMENDMENT -  
DEXTER WILSON  
ENGINEERING**

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

THIS AMENDMENT (this “Amendment”) is entered into this 5th day of May, 2022, 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 DEXTER WILSON ENGINEERING, INC. (“Consultant”). Metro JPA and Consultant are sometimes individually referred to herein individually as a “Party” and collectively as the “Parties.”

**RECITALS**

WHEREAS, the Parties entered into that certain Agreement for Professional Services Between the Metro Wastewater Joint Powers Authority and Dexter Wilson Engineering, Inc. dated July 1, 2021 (the “Agreement”); and

WHEREAS, pursuant to the Agreement, Consultant provides engineering and other services to Metro JPA; and

WHEREAS, in relation to additional services performed or anticipated to be performed by Consultant for Metro JPA during the Agreement term, the Parties desire to amend the Agreement to increase the maximum amount payable to Consultant 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(b). Section 2(b) of the Agreement is amended to increase the not-to-exceed amount payable by Metro JPA to Consultant from \$116,700 to \$141,700.
3. 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.
4. 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 Amendment to the Agreement for Professional Services Between the Metro Wastewater Joint Powers Authority and the Dexter Wilson Engineering as of the date first set forth above.

**METRO WASTEWATER JPA**

**DEXTER WILSON ENGINEERING, INC.**

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

By: \_\_\_\_\_  
Dexter Wilson

APPROVED AS TO FORM:

By: \_\_\_\_\_  
General Counsel  
Metro Wastewater JPA

ATTACHMENT 5B

BUDGET ADJUSTMENT  
AND CONTRACT  
AMENDMENT WITH  
THE KEZE GROUP,  
LLC

## **AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN THE METRO WASTEWATER JOINT POWERS AUTHORITY AND THE KEZE GROUP**

THIS AMENDMENT (this “Amendment”) is entered into this May 5, 2022, 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 KEZE GROUP, LLC (“Consultant”). Metro JPA and Consultant are sometimes individually referred to herein individually as a “Party” and collectively as the “Parties.”

### **RECITALS**

WHEREAS, the Parties entered into that certain Agreement for Professional Services Between the Metro Wastewater Joint Powers Authority and The Keze Group, LLC dated July 1, 2021 (the “Agreement”); and

WHEREAS, pursuant to the Agreement, Consultant provides technical, financial, and administrative services to Metro JPA; and

WHEREAS, in relation to additional services performed or anticipated to be performed by Consultant for Metro JPA during the Agreement term, the Parties desire to amend the Agreement to increase the maximum amount payable to Consultant 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(b) and Exhibit B. Section 2(b) and Exhibit B of the Agreement are amended to increase the not-to-exceed amount payable by Metro JPA to Consultant from \$77,600 to \$92,450.
3. 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.
4. 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 Amendment to the Agreement for Professional Services Between the Metro Wastewater Joint Powers Authority and The Keze Group as of the date first set forth above.

**METRO WASTEWATER JPA**

**THE KEZE GROUP, LLC**

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

By: \_\_\_\_\_  
Karyn Keze

APPROVED AS TO FORM:

By: \_\_\_\_\_  
General Counsel  
Metro Wastewater JPA

# ATTACHMENT 6

## CHANGE IN KEY PERSONNEL FOR PERFORMANCE OF SERVICES WITH NV5



April 13 2022

Beth Gentry, PE  
Senior Civil Engineer  
Engineering & Capital Projects Department  
**City of Chula Vista**  
276 Fourth Avenue  
Chula Vista, CA 91910

Subject: Metro Wastewater Joint Powers Authority - NV5 Personnel Changes


Dear Ms. Gentry:

Thank you for meeting with us on 4/12/2022 regarding our staff changes at NV5 Inc. (NV5). NV5 is committed to continuing to provide the same superior level of service that has been delivered to Metro Wastewater Joint Powers Authority (Metro JPA) over the last several years, and to perform our services for amounts that will not exceed the original contract amounts.

In compliance with the contract agreement between NV5 and Metro JPA, dated July 1, 2021, this letter serves to formally notify you of a recent staff change which will require an amendment to Item 4, *Substitution of Key Personnel*, Item 18, *Organization*, and Item 19, *Notice*, of the contract. We respectfully request the following personnel changes be made to the current contract: *Replacement of Carmen Kasner, PE with Julian Palacios, PE.*

We look forward to continuing to provide support to the Commission. Please feel free to contact me with any questions or comments. My direct line is 858.385.2184 and my email address is [Julian.Palacios@nv5.com](mailto:Julian.Palacios@nv5.com).

Sincerely,  
NV5, Inc.



Julian Palacios, PE  
Engineering Manager

227520-0000860.00

ATTACHMENT 7a

FY 2023 METRO  
WASTEWATER JPA  
BUDGET



# Overview of FY2023 Budget

Metro TAC

April 20, 2022

# Highlights: Summary of FY2023 Key Drivers

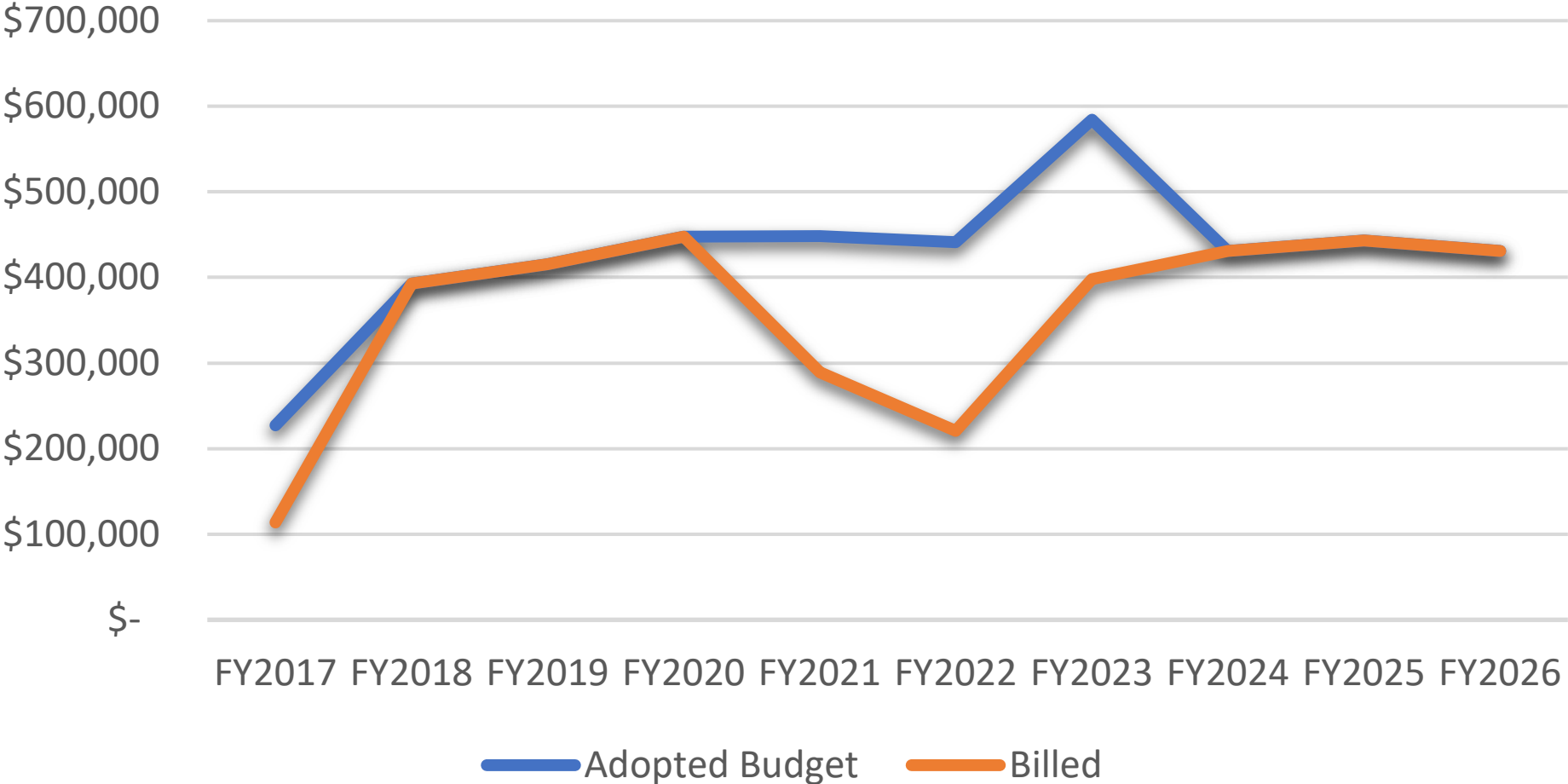
## **Budget trends**

**One year increase to accommodate completion and implementation of 2<sup>nd</sup> ARA**  
**Use of reserves**

## **Changes in format(s)**

**Including full contract amounts for Board Secretary and Facilitator & San Diego reimbursements**  
**Creation of multi-year contracts for primary consultants**  
**Simplify budget process**

# Historic Budget & Use of Reserves





Metro Wastewater Joint Powers Authority

**FY '23 Proposed Budget**  
***with Current Year Forecast and Agency Allocations***

**METRO WASTEWATER JPA  
PROPOSED BUDGET - FY '23**

	FY '22 ACTUAL / FORECAST							FY '23		
	Actual Through 2/28/22	Estimate remaining Months	Forecast Through 6/30/22	Approved Annual Budget	Forecast over /(under) Budget			Proposed Annual Budget	Difference from FY '22 Forecast	Difference from FY '22 Budget
					\$	%				
<b>Income</b>										
Membership Dues	\$ 225,553	\$ (5,008)	\$ 220,545	\$ 220,545	\$ -	0%	\$ 398,082	\$ 177,537	\$ 177,537	
Use of Reserves		150,472	174,173	245,295	(71,122)	-29%	186,163	11,990	(59,132)	
City of San Diego			13,293	-	13,293	17%	44,210	30,917	44,210	
Interest Income	-	-	-	150	(150)	0%	-	-	(150)	
<b>Total Income</b>	<b>\$ 225,553</b>	<b>\$ 145,464</b>	<b>\$ 408,011</b>	<b>\$ 465,990</b>	<b>\$ (57,979)</b>	<b>-12%</b>	<b>\$ 628,455</b>	<b>\$ 220,444</b>	<b>\$ 162,465</b>	
<b>Expense</b>										
Administrative Assistant-LP	\$ 5,335 <sup>(1)</sup>	\$ 5,000	\$ 10,335	\$ 8,940	\$ 1,395	16%	\$ 37,100	\$ 26,765	\$ 28,160	
Bank Charges	-	-	-	200	(200)		200	200	-	
Contingency	-	-	-	-	-		-	-	-	
Dues & Subscriptions	-	-	-	600	(600)		-	-	(600)	
Financial Services										
Audit Fees	5,300 <sup>(1)</sup>	-	5,300	12,000	(6,700)	-56%	12,000	6,700	-	
Financial Consulting Support (Auditor)							2,500	2,500	2,500	
Financial - The Keze Group	52,440 <sup>(3)</sup>	40,010	92,450	77,600	14,850	19%	100,000	7,550	22,400	
Treasurer - Padre Dam/El Cajon	5,528 <sup>(3)</sup>	5,000	10,528	31,500	(20,972)	-67%	30,000	19,472	(1,500)	
JPA/TAC meeting expenses	-	-	-	5,000	(5,000)		5,000	5,000	-	
Miscellaneous	-	-	-	250	(250)		250	250	-	
Per Diem - Board	11,850 <sup>(3)</sup>	5,550	17,400	18,000	(600)	-3%	18,000	600	-	
Printing, Postage, Supplies	295	150	445	500	(55)	-11%	860	415	360	
Professional Services										
Engineering - Dexter Wilson	90,645 <sup>(3)</sup>	51,055	141,700	116,700	25,000	21%	141,700	-	25,000	
Engineering - NV5	7,950 <sup>(2)</sup>	9,975	17,925	30,000	(12,075)	-40%	30,000	12,075	-	
Legal - Procopio	49,680 <sup>(3)</sup>	11,000	60,680	65,000	(4,320)	-7%	150,000	89,320	85,000	
Legal - BB&K	20,887 <sup>(3)</sup>	6,962	27,849	60,000	(32,151)	-54%	60,000	32,151	-	
Paul Redvers Brown	8,990 <sup>(2)</sup>	10,000	18,990	24,900	(5,910)	-24%	24,900	5,910	-	
Telephone, Internet, Software	762 <sup>(1)</sup>	762	1,524	1,400	124	9%	2,140	616	740	
Website Architecture Update	-	-	-	10,500	(10,500)		10,500	10,500	-	
Website Maintenance & Hosting	2,885	-	2,885	2,900	(15)	-1%	3,305	420	405	
<b>Total Expense</b>	<b>\$ 262,547</b>	<b>\$ 145,464</b>	<b>\$ 408,011</b>	<b>\$ 465,990</b>	<b>\$ (57,979)</b>	<b>-12%</b>	<b>\$ 628,455</b>	<b>\$ 220,444</b>	<b>\$ 162,465</b>	
<b>Net Income (Loss)</b>	<b>\$ (36,994)</b>	<b>\$ (0)</b>	<b>\$ (0)</b>	<b>\$ -</b>	<b>\$ (0)</b>	<b>0%</b>	<b>\$ -</b>	<b>\$ 0</b>	<b>\$ -</b>	

(1) Invoices received through 12/31/21

(2) Invoices received through 1/31/22

(3) Invoices received through 2/28/22

FY '22 RESERVE REQUIREMENT	
Fund Balance at 6/30/22	\$ 380,911
Projected Net Income FY '22	(0)
Projected Fund Balance at 6/30/22	\$ 380,911
4 Months Operating Expenses FY '23	(194,748)
Amount over Required Reserve	\$ 186,163

**METRO WASTEWATER JPA**  
**PROPOSED BUDGET - FY '23 andFuture Year Projections**

	FY '23			FUTURE YEARS		
	Proposed Annual Budget	Difference from FY '22 Forecast	Difference from FY '22 Budget	FY24 Forecasted Annual Budget	FY25 Forecasted Annual Budget	FY26 Forecasted Annual Budget
<b>Income</b>						
Membership Dues	\$ 398,082	\$ 177,537	\$ 177,537	\$ 404,275	\$ 416,275	\$ 404,275
Use of Reserves	186,163	11,990	(59,132)			
City of San Diego	44,210	30,917	44,210	\$ 26,780	\$ 26,780	\$ 26,780
Interest Income	-	-	(150)	-	-	-
<b>Total Income</b>	<b>\$ 628,455</b>	<b>\$ 220,444</b>	<b>\$ 162,465</b>	<b>\$ 431,055</b>	<b>\$ 443,055</b>	<b>\$ 431,055</b>
<b>Expense</b>						
Administrative Assistant-LP	\$ 37,100	\$ 26,765	\$ 28,160	\$ 37,100	\$ 37,100	\$ 37,100
Bank Charges	200	200	-	200	200	200
Contingency	-	-	-	-	-	-
Dues & Subscriptions	-	-	(600)	-	-	-
Financial Services						
Audit Fees	12,000	6,700	-	-	12,000	-
Financial Consulting Support (Auditor)	2,500	2,500	2,500	2,500	2,500	2,500
Financial - The Keze Group	100,000	7,550	22,400	100,000	100,000	100,000
Treasurer - Padre Dam/El Cajon	30,000	19,472	(1,500)	30,000	30,000	30,000
JPA/TAC meeting expenses	5,000	5,000	-	5,000	5,000	5,000
Miscellaneous	250	250	-	250	250	250
Per Diem - Board	18,000	600	-	18,000	18,000	18,000
Printing, Postage, Supplies	860	415	360	860	860	860
Professional Services						
Engineering - Dexter Wilson	141,700	-	25,000	141,700	141,700	141,700
Engineering - NV5	30,000	12,075	-	30,000	30,000	30,000
Legal - Procopio	150,000	89,320	85,000	-	-	-
Legal - BB&K	60,000	32,151	-	60,000	60,000	60,000
Paul Redvers Brown	24,900	5,910	-	-	-	-
Telephone	2,140	616	740	2,140	2,140	2,140
Website Architecture Update	10,500	10,500	-	-	-	-
Website Maintenance & Hosting	3,305	420	405	3,305	3,305	3,305
<b>Total Expense</b>	<b>\$ 628,455</b>	<b>\$ 220,444</b>	<b>\$ 162,465</b>	<b>\$ 431,055</b>	<b>\$ 443,055</b>	<b>\$ 431,055</b>
<b>Net Income (Loss)</b>	<b>\$ -</b>	<b>\$ 0</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>



METRO WASTEWATER JPA

ALTERNATIVE AGENCY FY'23 BILLINGS WITHOUT FY2020 TRUE-UP

Agency	FY'22				FY'23				
	Estimated Flow/Strength Distribution	Total Agency Billings @ 50% of Budget	FY'19 Audit True-up	Revised Agency Billings Per Audit	Estimated Flow/Strength/ Exhibit G Distribution	Total Agency Billing Without Reserves	Difference From Prior Year	Total Agency Billing With Reserves	Difference From Prior Year
Chula Vista	31.26%	\$ 68,932	\$ 9,745	\$ 78,677	31.72%	\$ 185,323	\$ 106,646	\$ 126,272	\$ 47,595
Coronado	2.84%	6,256	\$ (8,081)	\$ (1,826)	2.58%	\$ 15,074	\$ 16,899	\$ 10,271	\$ 12,096
County of SD*	16.20%	35,726	\$ (1,864)	\$ 33,862	16.46%	\$ 96,167	\$ 62,305	\$ 65,524	\$ 31,663
Del Mar	0.05%	121	\$ 99	\$ 220	0.05%	\$ 292	\$ 73	\$ 199	\$ (20)
El Cajon	15.07%	33,228	\$ 1,952	\$ 35,180	14.56%	\$ 85,066	\$ 49,887	\$ 57,961	\$ 22,781
Imperial Beach	3.66%	8,072	\$ 262	\$ 8,334	3.71%	\$ 21,675	\$ 13,341	\$ 14,769	\$ 6,435
La Mesa	8.37%	18,463	\$ 2,173	\$ 20,636	8.18%	\$ 47,791	\$ 27,156	\$ 32,563	\$ 11,928
Lemon Grove	3.38%	7,452	\$ (3,298)	\$ 4,154	3.36%	\$ 19,631	\$ 15,477	\$ 13,376	\$ 9,222
National City	7.57%	16,694	\$ 122	\$ 16,816	8.45%	\$ 49,369	\$ 32,553	\$ 33,638	\$ 16,822
Otay Water District	0.88%	1,935	\$ 951	\$ 2,886	0.60%	\$ 3,505	\$ 619	\$ 2,388	\$ (498)
Padre Dam MWD	5.76%	12,694	\$ (117)	\$ 12,577	5.67%	\$ 33,127	\$ 20,550	\$ 22,571	\$ 9,995
Poway	4.98%	10,975	\$ (1,944)	\$ 9,031	4.66%	\$ 27,226	\$ 18,195	\$ 18,551	\$ 9,520
Total Flow & Strength	100.00%	\$ 220,545	\$ -	\$ 220,545	100.00%	\$ 584,245	\$ 363,700	\$ 398,082	\$ 177,537

\$ - \$ -

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

ATTACHMENT 7b

PROFESSIONAL  
SERVICES

AGREEMENT WITH  
THE KEZE GROUP, LLC

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

This agreement ("Agreement") is made and entered into as of July 1, ~~2020~~2022, 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 from~~ fiscal year ~~of 2020-2021~~2022-2023 through fiscal year 2025-2026 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").

At such time that Metro JPA determines to have Consultant perform Services under Part II of Exhibit A, Metro JPA will issue a purchase order, notice to proceed, or other written authorization (which may be by email) to perform specified work. The written authorization will identify the specific work to be performed ("Requested Work"), may include a not-to-exceed cap or other monetary cap on Requested Work authorized by that authorization, and may include a time by which the Requested Work shall be completed. If Consultant agrees to perform the Requested Work, begins to perform the Requested Work, or does not respond within seven days, then Consultant will have agreed to perform the Requested Work on the terms set forth in the written authorization, this Agreement and its Exhibits. Consultant is not authorized to perform any services or incur any costs whatsoever under the terms of this Agreement until Consultant

has received a purchase order, notice to proceed, or other written authorization to perform work from the Metro TAC Chair.

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~~ 100,000 during any fiscal year (July 1 – June 30) or \$400,000.00 aggregate 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, 2020~~ upon Metro JPA's issuance of written authorization pursuant to Section 1 of this Agreement. This Agreement shall terminate on June 30, ~~2021~~2026, unless otherwise extended by a written amendment signed by both Parties or otherwise earlier terminated pursuant to Article 15 of this Agreement.

7. Delays in Performance.

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

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

8. Compliance with Law.

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

9. Standard of Care.

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

10. Assignment and Subconsultant.

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

11. Independent Consultant.

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

12. Insurance.

a. Commercial General Liability.

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

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

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

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

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

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

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

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

b. Automobile Liability.

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

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

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

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

c. Workers' Compensation/Employer's Liability.

(i) Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability

for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and he/she will comply with such provisions before commencing work under this Agreement.

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

d. Minimum Policy Limits Required

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

Combined Single Limit

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

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

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

f. Evidence Required.

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



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

g. Policy Provisions Required.

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

(ii) [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 <del>e/o National City City Hall</del> <a href="#">P.O. Box 1072</a> <del>1243 National City Blvd.</del> National City, CA <del>91950</del> <a href="#">91951</a> <b>Attn:</b> <del>Roberto Yano, City of National City</del> <a href="#">Metro TAC Chair</a>	The Keze Group, LLC 1801 E 51st Street, Suite 365, Unit 522 Austin, TX 78723 <b>Attn:</b> Karyn Keze

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.

22. Annual Updates; Consultant's Continuing Obligations to Provide Documents.

During the term of this Agreement, Consultant shall annually, no later than March 31 of each calendar year, provide Metro JPA with (1) proposed tasks for the upcoming fiscal year (July 1 of each calendar year to June 30 of the following calendar year [a "Fiscal Year"]) consistent with the Scope of Work in Exhibit A, (2) updated insurance certificates, endorsements, and other documents required under this Agreement (including, but not limited to, any and all documents evidencing compliance with Section 12 of this Agreement), and (3) an updated Schedule of Charges consistent with the annual increase authorized in Exhibit "B," if any.

SIGNATURES ON FOLLOWING PAGE(S)

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

METRO WASTEWATER JPA:

THE KEZE GROUP, LLC:

**METRO WASTEWATER JPA:**

**THE KEZE GROUP, LLC**

By:

Jerry Jones  
Chair

By:

Karyn Keese

By:

Jerry Jones  
Chair

=

By:

Karyn Keze

APPROVED AS TO FORM:

\_\_\_\_\_  
Best Best & Krieger, LLP  
General Counsel

METRO WASTEWATER JPA

## EXHIBIT “A”

### Scope of Services

The purpose of ~~the~~this As-Needed Consulting Contract for the Metro Wastewater JPA is to provide technical and financial support to the Participating Agencies (“PAs”) in meeting their objectives of fair rates, equitable cost sharing, and program validation. The intention of the As-Needed Contract is to provide review and oversight of the San Diego Metropolitan Sewer System (Metro System) Fiscal ~~Program~~Programs (Metro O&M, Metro CIP, and Pure Water Phase I and II) 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 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~~and Pure Water Programs.

Starting with FY 2023 the JPA is establishing a four-year contractual cycle for their consultant contracts and thus the services contained in this scope-of-services covers only the anticipated annual routine services provided during that time. Special services will be provided on an as-needed basis, at the request of the JPA Metro TAC Chair or JPA Chair, and a budget established based on required hours and the hourly rate as set forth in Exhibit B at the time the services are requested.

#### I. SCOPE OF SERVICES

The effort by The Keze Group, LLC (TKG) will be divided into ~~five~~six major categories, one each for: routine ~~services, two for specific financial tasks, one for~~ JPA services; participation in the annual “Exhibit E” audit; oversight of the Public Utilities Department (PUD) annual O&M and CIP budget preparation and cost allocations to the PA’s, and five-year forecast; review of PUD’s rate case(s); Pure Water Program support; and ~~one for~~ Metro TAC and JPA technical staff support.

##### A. Routine Services

The routine services will include the following tasks:

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

officials- and staff

B. Routine Annual Audit Review – Public Utilities Department (PUD), Wastewater Operations Branch, Exhibit E Audit Review ~~—FYE 2017 and 2018~~

1. Review and negotiate the auditors Scope of Work.
2. Attend Entrance and Exit Conferences with the Auditors.
3. Select operating, CIP, and non-operating revenue audit samples.
4. Attend/call in to Interim 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 years this has included the tracking and reconciliation of Pure Water Program (PWP) task orders and construction project final bid costs to revise their original cost allocation ~~to insure~~and ensure that only appropriate Metro costs have/had been charged to the PAs). ~~This year the 50/50 Pure Water Program cost allocation will be revised and all associated costs back to project inception will be reviewed and adjusted once the construction projects are bid. As of 6/30/19 there were 99 purchase/task orders that fall into this category totaling \$44 million. This will require an extensive set of journal entries during the course of the audit that are not routine in nature and will have to be reviewed. If the cost allocation remains at the newest planning numbers of 39% wastewater/61% water this means a potential savings to the PA's of approximately \$1.7 million at their current budget share of 35%. During the years covered by this Contract each year every PWP contract or task order, (either CIP or O&M) will be reviewed to insure that only correct Metro cost allocations are being utilized and that the PA's are not paying for Muni or Water costs.~~
8. Review South Bay and North City recycled water sales and incentives to ~~insure~~ensure that appropriate revenues are credited to the PAs. Review other income credits to insure ~~that~~those 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 TAC , 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. Annual Routine Review of ~~MWWD Budget – FYE 2020 and 2021~~ City of San Diego's Metro Wastewater Budgets

1. ~~Line-item~~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~~PUD staff.
3. Attend meetings with the City of San Diego ~~Public Utilities~~PUD staff to identify the nature and magnitude of the budget items.
4. Ensure that costs are being correctly allocated to each PA based upon the Amended Restated Agreement's (ARA) Exhibits and any successor Agreements. Provide updates on budget issues to the Metro TAC, the Finance Committee, and the Metro Wastewater JPA meetings.

~~D. FYE 2020 PUD Water and Wastewater Rate Case – PUD has hired a rate consultant to prepare rate cases for both their water and wastewater enterprise funds. It is anticipated that the rates for San Diego's retail customers will be adopted in early FY 2021. Included in the water rate case will be the review of recycled water rates. As these are PA revenues coordination with PUD staff and their consultant is anticipated.~~

5. Review January budget estimates for contractual compliance and implementation of quarterly billings to the PAs.
6. In conjunction with the PUD staff, prepare five-year budget projections.

D. Participation in PUD's Rate Cases – This task covers both the current (FY 2023 – FY 2024) update to the Strength Based Billing Methodology that is used to allocate annual costs to the PAs by Stantec as well as San Diego's own municipal rate cases for water, wastewater, and recycled water during the Contract period of FY 2025 and FY2026.

E. Pure Water Program Support – This task includes ~~10~~20 hours per month to ~~assist in~~facilitation~~cover the projects and meetings required to facilitate conclusion and adoption of the 2nd ARA and of assistance in financial oversight of Phase I and II of the Pure Water Program including cost reconciliations of project costs.~~ Envisioned subtasks include revisions to the ~~Pure Water Program financial forecast model to update project costs, financing, and timing based on program costs from construction bids anticipated in FY 2021 and revenue sharing; assistance with the update to the Regional Wastewater Disposal Agreement existing ARA's financial sections which include the "parking lot" items;~~ and continued cost allocation



monitoring and updates of all Pure Water purchase/task orders for both O&M and capital projects.

- F. Metro TAC and JPA Staff Support – This task includes 12 hours per month for financial analysis and consulting in support of varied Metro TAC Work Plan and JPA non-Pure Water projects. TKG will support, ~~as-needed~~as needed, the items contained in the Metro TAC ~~FY 2021~~ Work Plan. Some anticipated work tasks include the ~~creation of a billing formula for any PA that diverts their flow from the Metro System for~~annual update of the remaining debt service associated with existing Metro Clean Water facilities ~~and for ongoing capital projects required to maintain them. In addition, the billing Protocol will need to be revised to reflect the cash flow needed for Pure Water Program costs.~~, monthly update of TAC Work Plan, facilitation of the annual JPA budget and retro cost adjustments, and annual monitoring of the operations Protocol to insure proper reserve levels and interest allocations to the PAs.

## II. ADDITIONAL SERVICES AS REQUESTED

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

## EXHIBIT “B”

### Schedule of Charges

The ~~proposed budget for the~~ described scope of services ~~is not to exceed \$77,600 for Fiscal Year Ending 2021, which is the same as FY 2020. The hours and fees per task~~ for FY 2023 up to and including FY 2026 will be performed on a time and materials basis with a not to exceed budget of \$100,000 for each of the four years or \$400,000 aggregate. The estimated hours for FY 2023 are summarized in Attachment A to this Schedule of Charges. The hourly billing rate remains unchanged at \$160 for FY 2023 but may increase each July 1 based on the increase (if any) in the most recent San Diego Consumer Price Index - All Urban Consumers.

## Attachment A to Schedule of Charges

(Modified):

Metro JPA Draft Contract FYE 2021

### Attachment A

Task	Description	Proposed FY 2021	
		Budget Amount	Budget Hours
1	Routine Meetings	\$ 12,000	75
2	Exhibit E Audit Review	\$ 16,000	100
3	Review of PUD Budget	\$ 4,800	30
4	FYE 2019 Water and Wastewater Rate Case	\$ 2,560	16
5	Pure Water Program Cost Allocation	\$ 19,200	120
6	Metro TAC & JPA Staff Support	\$ 23,040	144
	Direct Expense		
	<b>TOTAL</b>	<b>\$77,600</b>	<b>485</b>

FY23 Proposed Budget			
Task	Description	Budget Hours	Budget Amount
1	Routine Meetings	75	\$ 12,000
2	Exhibit E Audit Review	100	\$ 16,000
3	Review of PUD Budget	30	\$ 4,800
4	ARA SBB/SD Rate Cases	40	\$ 6,400
5	Pure Water Program Cost Allocation	236	\$ 37,760
6	Metro TAC & JPA Staff Support	144	\$ 23,040
	Direct Expense		
	<b>TOTAL</b>	<b>625</b>	<b>\$100,000</b>

## **EXHIBIT “C”**

### **Insurance Certificates**

Insurance documentation is included on the following pages.

<b>Summary report:</b> <b>Litera Compare for Word 11.1.0.69 Document comparison done on</b> <b>4/13/2022 7:00:33 PM</b>	
<b>Style name:</b> Default Style	
<b>Intelligent Table Comparison:</b> Active	
<b>Original DMS:</b> iw://imanager/iManage/33827992/1	
<b>Modified DMS:</b> iw://imanager/iManage/34965092/1	
<b>Changes:</b>	
Add	71
Delete	46
Move From	0
Move To	0
Table Insert	0
Table Delete	1
Table moves to	0
Table moves from	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	1
Embedded Excel	0
Format changes	0
<b>Total Changes:</b>	119

ATTACHMENT 7c

PROFESSIONAL  
SERVICES

AGREEMENT WITH  
NV5

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

This agreement ("Agreement") is made and entered into as of July 1, ~~2021~~2022, by and between the METRO WASTEWATER JOINT POWERS AUTHORITY (hereinafter referred to as the "Metro JPA"), a joint powers authority organized and operating pursuant to California Government Code section 6500 *et seq.*, and NV5, Inc., a professional services firm (hereinafter referred to as "Consultant"). Metro JPA and Consultant are sometimes referred to individually as "Party" and collectively as "Parties."

**RECITALS**

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

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

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

**AGREEMENT**

NOW THEREFORE, IT IS AGREED AS FOLLOWS:

1. Services.

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

2. At such time that Metro JPA determines to have Consultant perform Services, Metro JPA will issue a purchase order, notice to proceed, or other written authorization (which may be by email) to perform specified work. The written authorization will identify the specific work to be performed ("Requested Work"), may include a not-to-exceed cap or other monetary cap on Requested Work authorized by that authorization, and may include a time by which the Requested Work shall be completed. If Consultant agrees to perform the Requested Work, begins to perform the Requested Work, or does not respond within seven days, then Consultant will have agreed to perform the Requested Work on the terms set forth in the written authorization, this Agreement and its Exhibits. Consultant is not authorized to perform any services or incur any costs whatsoever under the terms of this Agreement until Consultant has received a purchase order, notice to proceed, or other written authorization to perform work from the Metro TAC Chair.

3. ~~2.~~ Compensation.

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

b. In no event shall the total amount paid for Services rendered by Consultant ~~pursuant to Exhibit "A-1"~~ exceed \$~~30,000.00~~30,000 during any fiscal year (July 1 – June 30) or \$120,000.00 aggregate 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.

4. ~~3.~~ Additional Work.

~~Except as provided in Section 23 of this Agreement, 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.

5. ~~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**Julian Palacios.

6. ~~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.

7. ~~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, 2022. The Notice to Proceed shall set forth the date of commencement of the work.~~Metro JPA's issuance of written authorization pursuant to Section 1 of this Agreement. This Agreement shall terminate on June 30, 2026, unless otherwise extended



by a written amendment signed by both Parties or otherwise earlier terminated pursuant to Section 16 of this Agreement.

8.     ~~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.

9.     ~~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.

10.    ~~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.

11.    ~~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.

12.    ~~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.

13.     ~~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.

#### 14. ~~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.

#### 15. ~~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.

16.     ~~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.

17.     ~~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.

18.     ~~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.

19.     ~~18.~~ Organization.

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

20.     ~~19.~~ Notice.

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

~~METRO~~Metro Wastewater JPA:

P.O. Box 1072

National City, CA 91951

~~Metro~~ ~~Wastewater~~ ~~JPA~~

~~c/o~~ ~~National~~ ~~City~~ ~~City~~ ~~Hall~~

~~1243~~ ~~National~~ ~~City~~ ~~Blvd.~~

~~National~~ ~~City,~~ ~~CA~~ ~~91950~~

~~Attn: Roberto Yano, City of National City~~Attn:

Metro TAC Chair

CONSULTANT:

NV5, Inc.

15092 Avenue of Science, Suite 200

San Diego, CA 92126

Attn: c/o ~~Carmen Kasner~~Julian Palacios, NV5, Inc.

and shall be effective upon receipt thereof.

21.     ~~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.

22.     ~~21.~~ Severability.

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

23.     ~~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.

23. Annual Updates; Consultant's Continuing Obligations to Provide Documents.

During the term of this Agreement, Consultant shall annually, no later than March 31 of each calendar year, provide Metro JPA with (1) proposed tasks for the upcoming fiscal year (July 1 of each calendar year to June 30 of the following calendar year [a "Fiscal Year"]) consistent with the Scope of Work in Exhibit A, (2) updated insurance certificates, endorsements, and other documents required under this Agreement (including, but not limited to, any and all documents evidencing compliance with Section 12 of this Agreement), and (3) an updated Schedule of Charges consistent with the annual increase authorized in Exhibit "B," if any.

[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~~  
Julian  
Palacios  
Engineering Manager

APPROVED AS TO FORM:

\_\_\_\_\_  
Best Best & Krieger LLP  
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, NV5’s goal is to assist in increasing the responsiveness of the group to key issues of concern, assure coverage at key meetings, centralize data collection, minimize duplication of efforts by the PAs, and reduce costs of Metro TAC/JPA efforts, as well as the overall costs of the Metro System Program.~~

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

#### **I. Scope of Services**

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

##### **A. Routine Services**

~~The routine services could include the following tasks:~~

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

##### **B. Metro TAC Engineering Support**

~~This task includes:~~

- ~~1. Engineering technical support as requested by Metro TAC and the Metro JPA.~~
- ~~2. Engineering support for such items as the current Waiver of Secondary Treatment at Point Loma and the “Secondary Equivalency Alternative” as outlined in the Metro TAC white paper.~~
- ~~3. Representing 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 directed by the~~

~~Metro TAC and/or Metro JPA to facilitate the secondary equivalency alternative,  
Pure Water Program, etc.~~

**~~H. 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.~~

## (Added graphics)

The effort by NV5 will be divided into two major categories, one for routine services and one for Metro TAC engineering support to be provided by Scott Tulloch in support of attaining either an administrative fix by the 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 Commission/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/Commission Chairman

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

This will also include representing the 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 Commission/JPA to facilitate the secondary equivalency alternative, Pure Water Program, etc.

## 2. Additional Services as Requested

- A. Assistance with Public Outreach and communication.
- B. Review of ongoing background material not envisioned.
- C. Prepare for and attend additional meetings beyond what is included in Section I.
- D. Attendance at IROC in support of the Metro JPA/Commission Representatives.
- E. Provide additional follow-up on the additional items identified.
- F. Provide technical support as requested to fulfill other Metro JPA/Commission objectives.

## 3. Fees & Conditions

We propose to provide these services on a time and materials basis at the direction and request of the Commission's or their TAC's appointed representative. An upper limit of \$30,000 is

## 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~~165.00 and the hourly rate for ~~Carmen Kasner~~Julian Palacios is ~~\$200.00~~225.00. 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.

Below is the standard ~~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.~~ All rates will be subject to CPI increases each July 1 based on the increase (if any) in the most recent San Diego Consumer Price Index - All Urban Consumers.

## 2022 CHARGE RATE SCHEDULE

N | V | 5

### Engineering Aide/Planning Aide

**\$85.00/hour**

2021 CHARGE-RATE SCHEDULE		
Project Assistant		\$95.00/hour
Project Administrator		\$106.00/hour
CADD Technician I		\$106.00/hour
CADD Technician II		\$135.00/hour
CADD Technician III		\$145.00/hour
Sr. CADD Technician/Designer		\$160.00/hour
Design Supervisor/Planning Aide		\$170.00/hour
GIS Technician I		\$106.00/hour
GIS Technician II		\$135.00/hour
GIS Technician III		\$150.00/hour
GIS Analyst I		\$180.00/hour
GIS Analyst II		\$220.00/hour
GIS Analyst III		\$205.00/hour
GIS Analyst		\$195.00/hour
Senior GIS Analyst		\$215.00/hour
Staff III		\$175.00/hour
Staff II		\$165.00/hour
Staff I		\$155.00/hour
Associate III Engineer / Planner / Scientist/Surveyor		\$145.00/hour
Associate II Engineer / Planner / Scientist/Surveyor		\$135.00/hour
Associate I Engineer / Planner / Scientist/Surveyor		\$125.00/hour
Specialist III		\$115.00/hour
Specialist II		\$95.00/hour
Specialist I		\$85.00/hour
Project Analyst III		\$195.00/hour
Project Assistant I		\$80.00/hour
Interim Strategic Advisor		\$265.00/hour
Program Supervisor		\$200.00/hour
Facilitator		\$200.00/hour
1-Person Survey Crew (GPS) (Robotic)		\$160.00/hour
1-Person Survey Crew		\$148.00/hour
2-Person Survey Crew Manager		\$238.00/hour
3-Person Survey Crew		\$300.00/hour
Media Relations Specialist		\$145.00/hour
1-Person Survey Crew* Specialist		\$175.00/hour
2-Person Survey Crew*		\$300.00/hour
3-Person Survey Crew*		\$375.00/hour
Videographer		\$115.00/hour
Bilingual Translation		\$100.00/hour
Administrative Support		\$95.00/hour
* Field rates are based on "Prevailing Wage" as determination by the Department of Industrial Relations (DIR). Rates are effective through July 3, 2023. Each subsequent year will have the rates increased by the amount of the Consumer Price Index Percentage Increase for the San Diego Region. If contract assignment extends beyond that date, a new rate schedule will be added to the contract. Litigation support will be billed at \$400.00 per hour.		

## (Added graphics)

Technician	\$80.00/hour
Technical Specialist	\$105.00/hour
Technical Expert	\$165.00/hour
Pilot	\$120.00/hour
Associate Team Leader	\$120.00/hour
Field Manager	\$155.00/hour
Project Manager	\$135.00/hour
Account Manager	\$250.00/hour
Director	\$230.00/hour

### Professional

Intern	\$80.00/hour
Junior Engineer / Planner / Scientist / Surveyor	\$135.00/hour
Assistant Engineer / Planner / Scientist / Surveyor	\$155.00/hour
Associate Engineer / Planner / Scientist / Surveyor	\$165.00/hour
Senior Engineer / Planner / Scientist / Surveyor	\$185.00/hour
Senior Bridge Engineer	\$195.00/hour
Project Manager	\$235.00/hour
Senior Project Manager	\$255.00/hour
Principal Engineer	\$285.00/hour
Principal	\$300.00/hour

### Community Outreach

Principal	\$295.00/hour
Strategic Advisor	\$235.00/hour
Account Supervisor	\$260.00/hour
Facilitator	\$225.00/hour
Bilingual Outreach	\$225.00/hour
Senior Project Manager	\$255.00/hour
Project Manager	\$235.00/hour
Assistant Project Manager	\$205.00/hour
Integrated Marketing Specialist	\$170.00/hour
Media Relations Specialist	\$155.00/hour
Stakeholder Outreach Specialist	\$255.00/hour
Sr. Community Relations Specialist	\$175.00/hour
Community Relations Specialist	\$155.00/hour
Environmental Outreach Specialist	\$155.00/hour
Project Coordinator	\$130.00/hour
Sr. Graphic Designer	\$185.00/hour
Graphic Designer	\$145.00/hour
Videographer	\$130.00/hour
Bilingual Translation	\$85.00/hour
Administrative Support	\$100.00/hour
Account Coordinator	\$120.00/hour

### Rate Setting

Rate Specialist	\$190.00/hour
Rate Manager	\$275.00/hour



## (Added graphics)

managing principal	\$206.00/hour
Technical Specialist/Expert	\$204.00/hour
Senior Project Manager	\$191.00/hour
Senior Engineer II	\$179.00/hour
Project Manager III	\$170.00/hour
Senior Designer	\$170.00/hour
Senior Engineer I	\$167.00/hour
Designer II	\$159.00/hour
Construction Manager	\$157.00/hour
Project Manager II	\$152.00/hour
Designer I	\$146.00/hour
Project Manager I	\$143.00/hour
Project Engineer II	\$139.00/hour
Project Engineer I	\$134.00/hour
Project Coordinator II	\$127.00/hour
Project Coordinator I	\$113.00/hour
CADD Technician III/Senior CADD Technician	\$124.00/hour
CADD Technician II	\$110.00/hour
CADD Technician I	\$97.00/hour
Administrative Aid/Clerical	\$80.00/hour

### Construction Management

Principal	\$280.00/hour
Assistant Field Engineer (Non Prevailing Wage)	\$140.00/hour
Associate Field Engineer (Non Prevailing Wage)	\$165.00/hour
Senior Field Engineer (Non Prevailing Wage)	\$180.00/hour
Resident Engineer (Licensed)	\$235.00/hour
Construction Manager (Non-Licensed)	\$210.00/hour
Inspector (Prevailing Wage)*	\$165.00 - \$200/hour
Electrical/Signal Inspector (Prevailing Wage)*	\$165.00 - \$200.00/hour
Construction Administrator	\$110.00 - \$140.00/hour

\* Field rates are based on "Prevailing Wage" as determination by the Department of Industrial Relations (DIR). Rates are effective through December 31, 2022. If contract assignment extends beyond that date, a new rate schedule will be added to the contract.

### EXPENSES:

Plotting and In-House Reproduction	1.10 x Cost
Subsistence	1.10 x Cost
Other Expenses - Including Subconsultants & Purchased Services through Subcontracts	1.10 x Cost
GIS Web Hosting	1.10 x Cost

Mileage - Outside Local Area \_\_\_\_\_ Per Accepted IRS Rate

## **EXHIBIT “C”**

### **Insurance Certificates**

Insurance documentation is included on the following pages.

<b>Summary report:</b> <b>Litera Compare for Word 11.1.0.69 Document comparison done on</b> <b>4/13/2022 7:16:59 PM</b>	
<b>Style name:</b> Default Style	
<b>Intelligent Table Comparison:</b> Active	
<b>Original DMS:</b> iw://imanager/iManage/33820678/2	
<b>Modified DMS:</b> iw://imanager/iManage/34967093/1	
<b>Changes:</b>	
Add	54
Delete	77
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.)	4
Embedded Excel	0
Format changes	0
<b>Total Changes:</b>	135

ATTACHMENT 7d

PROFESSIONAL  
SERVICES

AGREEMENT WITH  
DEXTER WILSON  
ENGINEERING

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

This agreement ("Agreement") is made and entered into as of July 1, ~~2021~~2022, by and between the METRO WASTEWATER JOINT POWERS AUTHORITY (hereinafter referred to as the "Metro JPA"), a joint powers authority organized and operating pursuant to California Government Code section 6500 *et seq.*, and Dexter Wilson Engineering, Inc. (hereinafter referred to as "Consultant"). Metro JPA and Consultant are sometimes referred to individually as "Party" and collectively as "Parties."

**RECITALS**

A. Metro JPA is a public agency of the State of California and is in need of professional services for the following project: Engineering Services.

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

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

**AGREEMENT**

NOW THEREFORE, IT IS AGREED AS FOLLOWS:

1. Services.

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

At such time that Metro JPA determines to have Consultant perform Services, Metro JPA will issue a purchase order, notice to proceed, or other written authorization (which may be by email) to perform specified work. The written authorization will identify the specific work to be performed ("Requested Work"), may include a not-to-exceed cap or other monetary cap on Requested Work authorized by that authorization, and may include a time by which the Requested Work shall be completed. If Consultant agrees to perform the Requested Work, begins to perform the Requested Work, or does not respond within seven days, then Consultant will have agreed to perform the Requested Work on the terms set forth in the written authorization, this Agreement and its Exhibits. Consultant is not authorized to perform any services or incur any costs whatsoever under the terms of this Agreement until Consultant has received a purchase order, notice to proceed, or other written authorization to perform work from the Metro TAC Chair.

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 \$~~116,700~~141,600 during any fiscal year (July 1 – June 30) or \$564,240.00 aggregate 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.

~~Except~~ as provided in Section 23 of this Agreement, if changes in the work seem merited by Consultant or the Metro JPA, and informal consultations with the other Party indicate that a change is warranted, it shall be processed by the Metro JPA in the following manner: a letter outlining the changes shall be forwarded to the Metro JPA by Consultant with a statement of estimated changes in fee or time schedule. An amendment to this Agreement shall be prepared by the Metro JPA and executed by both Parties before performance of such services, or the Metro JPA will not be required to pay for the changes in the scope of work. Such amendment shall not render ineffective or invalidate unaffected portions of this Agreement.

4. Substitution of Key Personnel.

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

5. Maintenance of Records.

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

6. Time of Performance; Term.

Consultant shall perform the Services in a prompt and timely manner and shall commence performance beginning ~~July 1, 2021~~ upon Metro JPA's issuance of written authorization pursuant to Section 1 of this Agreement. This Agreement shall terminate on June 30, ~~2022~~ 2026, unless otherwise extended by a written amendment signed by both Parties or otherwise earlier terminated pursuant to Section 16 of this Agreement.

7. Delays in Performance.

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

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

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

9. Standard of Care.

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

10. Assignment and Subconsultant.

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

11. Independent Consultant.

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

12. Insurance.

a. Commercial General Liability.

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

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

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

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

(1) Bodily Injury and Property Damage



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

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

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

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

b. Automobile Liability.

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

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

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

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

c. Workers' Compensation/Employer's Liability.

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

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

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

d. Professional Liability (Errors and Omissions)

At all times during the performance of the work under this Agreement the Consultant shall maintain professional liability or Errors and Omissions insurance appropriate to its profession, in a form and with insurance companies acceptable to the Metro JPA and in an amount indicated herein. This insurance shall be endorsed to include contractual liability applicable to this Agreement and shall be written on a policy form coverage specifically designed to protect against acts, errors or omissions of the Consultant. “Covered Professional Services” as designated in the policy must specifically include work performed under this Agreement. The policy must “pay on behalf of” the insured and must include a provision establishing the insurer's duty to defend.

e. Minimum Policy Limits Required

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

Combined Single Limit

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

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

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

f. Evidence Required.

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

g. Policy Provisions Required.

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

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

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

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

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

h. Qualifying Insurers.

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

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

i. Additional Insurance Provisions.

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

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

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

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

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

Consultant, Metro JPA may approve different scopes or minimum limits of insurance for particular subcontractors or subconsultants.

13. Indemnification.

To the fullest extent permitted by law, Consultant shall defend (with counsel of Metro JPA's choosing), indemnify and hold Metro JPA, its Board, members of the Board, employees, and authorized volunteers free and harmless from any and all claims, demands, causes of action, suits, actions, proceedings, costs, expenses, liability, judgments, awards, decrees, settlements, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's services, the Project or this Agreement, including without limitation the payment of all consequential damages, expert witness fees and attorneys' fees and other related costs and expenses. Notwithstanding the foregoing, to the extent Consultant's services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to Claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Metro JPA, its Board, members of the Board, employees, or authorized volunteers.

14. California Labor Code Requirements.

Consultant is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. If the services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws, if applicable. Consultant shall defend, indemnify and hold Metro JPA, its member agencies, elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Consultant and all subconsultants to comply with all California Labor Code provisions, which include but are not limited to prevailing wages, employment of apprentices, hours of labor and debarment of contractors and subcontractors.

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

15. Laws, Venue, and Attorneys' Fees.

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

16. Termination or Abandonment.

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

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

17. Documents.

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

18. Organization.

Consultant shall assign Dexter S. Wilson as Project Manager. The Project Manager shall not be removed or reassigned without the prior written consent of Metro JPA.

19. Notice.

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

<b>METRO JPA:</b>	<b>CONSULTANT:</b>
Metro Wastewater JPA <del>c/o National City City Hall</del> <a href="#">P.O. Box 1072</a> <del>1243 National City Blvd.</del> National City, CA <del>94950</del> <a href="#">91951</a> <b>Attn:</b> <del>Roberto Yano, City of National City</del> <a href="#">Metro TAC Chair</a>	Dexter Wilson Engineering 2234 Faraday Ave. Carlsbad, CA 92008  <b>Attn:</b> Dexter S. Wilson

and shall be effective upon receipt thereof.

20. Third Party Rights.

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

21. Severability.

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

22. Integration.

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

23. Annual Updates; Consultant's Continuing Obligations to Provide Documents.

During the term of this Agreement, Consultant shall annually, no later than March 31 of each calendar year, provide Metro JPA with (1) proposed tasks for the upcoming fiscal year (July 1 of each calendar year to June 30 of the following calendar year [a "Fiscal Year"]) consistent with the Scope of Work in Exhibit A, (2) updated insurance certificates, endorsements, and other documents required under this Agreement (including, but not limited to, any and all documents evidencing compliance with Section 12 of this Agreement), and (3) an updated Schedule of Charges consistent with the annual increase authorized in Exhibit "B," if any.

[SIGNATURES ON FOLLOWING PAGE]

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

**METRO WASTEWATER JPA:**

**DEXTER WILSON ENGINEERING, INC.:**

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

By: \_\_\_\_\_  
Dexter Wilson

APPROVED AS TO FORM:

\_\_\_\_\_  
Best Best & Krieger LLP  
General Counsel  
METRO WASTEWATER JPA

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



## EXHIBIT A

### Scope of ~~Work~~ ~~FY 2021-22~~ Services

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

- ~~1. Attend and prepare for subcommittee meetings as directed by TAC or JPA Chairperson.~~
- ~~2. Attend and prepare for other meetings as directed by TAC or JPA Chairperson.~~
- ~~3. Prepare cost estimates, cost sharing material, scope of works or other material as directed by TAC Chairperson.~~
- ~~4. Review Pure Water reports, plans and specifications and provide comments as directed by the TAC Chairperson.~~
- ~~5. Assist with preparation of amendment to Wastewater Disposal Agreement.~~
- ~~6. Assist with Audits.~~
- ~~7. Assist with implementation of Amended and Restated Wastewater Disposal Agreement.~~

(Added graphics) this As-Needed Engineering 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. To meet this intent Dexter Wilson Engineering, Inc. will review engineering information, reports, drawings and costs prepared by the City of San Diego or their consultants.

1. Attendance at and assistance in preparation of agendas for Metro TAC meetings.
2. Attendance at and assistance in preparation of agendas for the Metro JPA meetings.
3. Attend and prepare for subcommittee meetings as directed by TAC or JPA Chairperson.
4. Attend and prepare for other meetings as directed by TAC or JPA Chairperson.
5. Prepare cost estimates, cost sharing material, scope of works or other material as directed by TAC Chairperson.
6. Review Pure Water reports, plans and specifications and provide comments as directed by the TAC Chairperson.
7. Assist with preparation of amendment to Wastewater Disposal Agreement.
8. Assist with Audits.
9. Assist with implementation of Amended and Restated Wastewater Disposal Agreement.

**EXHIBIT B**  
**Schedule of Charges – FY ~~2021-22~~2023-2026**

~~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.~~

(Added graphics)his 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 5 hours per month.

Task 6 — Estimated 10 hours total.

Task 2— Estimated 5 hours per month.

Task 7 — 50 hours total.

Task 3 — Estimated 10 hours per month.

Task 8 — 50 hours total.

Task 4 — Estimated 5 hours per month.

Task 9 —50 hours total.

Task 5 — Estimated 5 hours per month.

FY 22-23 Proposed Budget					
Task	Professional	Technical	Clerical	Total	Task Cost
1	60	0	0	60	\$13,500
2	60	0	0	60	\$13,500
3	120	0	0	120	\$27,000
4	60	0	0	60	\$13,500
5	60	0	24	84	\$15,060
6	110	0	0	110	\$24,750
7	50	0	0	50	\$11,250
8	50	0	0	50	\$11,250
9	50	0	0	50	\$11,250
<b>TOTAL</b>	<b>620</b>	<b>0</b>	<b>24</b>	<b>644</b>	<b>\$141,060</b>

FY 23-24 Proposed Budget					
Task	Professional	Technical	Clerical	Total	Task Cost
1	60	0	0	60	\$13,500
2	60	0	0	60	\$13,500
3	120	0	0	120	\$27,000
4	60	0	0	60	\$13,500
5	60	0	24	84	\$15,060
6	110	0	0	110	\$24,750
7	50	0	0	50	\$11,250
8	50	0	0	50	\$11,250
9	50	0	0	50	\$11,250
<b>TOTAL</b>	<b>620</b>	<b>0</b>	<b>24</b>	<b>644</b>	<b>\$141,060</b>

**Summary of Hours by Task:**

~~Task 1— Estimated 10 hours per month.~~

~~Task 5 — 50 hours total.~~

~~Task 2—Estimated 5 hours per month.~~  
~~Task 3—Estimated 5 hours per month.~~  
~~Task 4—Estimated 10 hours per month.~~

~~Task 6—50 hours total.~~  
~~Task 7—50 hours total.~~

(Added graphics)

FY 24-25 Proposed Budget					
Task	Professional	Technical	Clerical	Total	Task Cost
1	60	0	0	60	\$13,500
2	60	0	0	60	\$13,500
3	120	0	0	120	\$27,000
4	60	0	0	60	\$13,500
5	60	0	24	84	\$15,060
6	110	0	0	110	\$24,750
7	50	0	0	50	\$11,250
8	50	0	0	50	\$11,250
9	50	0	0	50	\$11,250
<b>TOTAL</b>	<b>620</b>	<b>0</b>	<b>24</b>	<b>644</b>	<b>\$141,060</b>

FY 25-26 Proposed Budget					
Task	Professional	Technical	Clerical	Total	Task Cost
1	60	0	0	60	\$13,500
2	60	0	0	60	\$13,500
3	120	0	0	120	\$27,000
4	60	0	0	60	\$13,500
5	60	0	24	84	\$15,060
6	110	0	0	110	\$24,750
7	50	0	0	50	\$11,250
8	50	0	0	50	\$11,250
9	50	0	0	50	\$11,250
<b>TOTAL</b>	<b>620</b>	<b>0</b>	<b>24</b>	<b>644</b>	<b>\$141,060</b>

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	50	0	0	50
7	50	0	0	50
<b>TOTAL</b>	<b>510</b>	<b>0</b>	<b>30</b>	<b>540</b>

**Summary of Costs by Task**

<b>Task</b>	<b>Task Cost</b>
1	\$27,000
2	\$13,500
3	\$15,450
4	\$27,000
5	\$11,250
6	\$11,250
7	\$11,250
<b>TOTAL</b>	<b>\$116,700</b>

# EXHIBIT "B" (cont.)

## Schedule of Charges

(Modified graphics)

### Rate Schedule

### HOURLY RATE

Effective February 1, 2022

Office Personnel: Subject to Change Due to COLA Adjustments

### Planning/Design

#### CLASSIFICATION

#### HOURLY RATE

Principal Engineer (RCE)	\$225.00
Managing Engineer (RCE)	\$215.00
Project Engineer (RCE)	\$195.00
Senior Engineer (RCE)	\$170.00
Design Engineer (RCE)	\$130.00
Associate Engineer II (RCE)	\$225.00
Associate Engineer I (RCE)	\$215.00
Project Engineer (RCE)	\$195.00
Engineering Aide II	\$170.00
Engineering Aide I	\$95.00
Design Engineer (RCE)	\$145.00
Associate Engineer II	\$135.00
Associate Engineer I	\$100.00
Engineering Aide II	\$95.00
Senior Designer	\$120.00
Senior Designer Aide I	\$90.00
Senior Drafter	\$105.00
Drafter II	\$90.00
Drafter I	\$80.00
Senior Designer	\$130.00
Senior Drafter	\$110.00
Drafter II	\$100.00
Drafter I	\$90.00

### Clerical

### Clerical

\$ 65.00

"COLA Adjustments" means potential increases effective each July 1 based on the increase (if any) in the most recent San Diego Consumer Price Index - All Urban Consumers.



**EXHIBIT “C”**  
**Insurance Certificates**

Insurance documentation is included on the following pages.

<b>Summary report:</b> <b>Litera Compare for Word 11.1.0.69 Document comparison done on</b> <b>4/11/2022 4:15:30 PM</b>	
<b>Style name:</b> Default Style	
<b>Intelligent Table Comparison:</b> Active	
<b>Original DMS:</b> iw://imanager/iManage/33827779/2	
<b>Modified DMS:</b> iw://imanager/iManage/34967014/1	
<b>Changes:</b>	
Add	19
Delete	39
Move From	0
Move To	0
Table Insert	0
Table Delete	2
Table moves to	0
Table moves from	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	4
Embedded Excel	0
Format changes	0
<b>Total Changes:</b>	64

ATTACHMENT 7e

PROFESSIONAL  
SERVICES

AGREEMENT WITH  
GRANICUS FOR  
WEBSITE SERVICES

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

This agreement (“Agreement”) is made and entered into as of July 1, ~~2021~~2022, by and between the METRO WASTEWATER JOINT POWERS AUTHORITY (hereinafter referred to as the “Metro JPA”), a joint powers authority organized and operating pursuant to California Government Code section 6500 *et seq.*, and GRANICUS, LLC (hereinafter referred to as “Consultant”), a Minnesota limited liability company d.b.a. Granicus. Metro JPA and Consultant are sometimes referred to individually as “Party” and collectively as “Parties.”

**RECITALS**

A. Metro JPA is a public agency of the State of California and is in need of professional services for the following project: Website Hosting.

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

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

**AGREEMENT**

NOW THEREFORE, IT IS AGREED AS FOLLOWS:

1. Services.

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

2. Compensation.

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

b. In no event shall the total amount paid for Website Hosting services exceed ~~\$2,885.15~~\$13,706.59 without the written approval of Metro JPA. Periodic payments shall be made within thirty (30) days of receipt of an annual invoice. Payments to Consultant for Website Hosting services will pre-paid on an annual basis in the amounts stated in Exhibit “D”;

provided, however, that if this Agreement is terminated during its term, Consultant shall refund a pro-rata share of the applicable annual payment to Metro JPA, computed on a monthly basis.

3. Additional Work.

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

4. Warranty

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

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

5. Maintenance and Ownership of Records; Backup.

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

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

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

6. Time of Performance; Term.

Consultant shall perform the Services in a prompt and timely manner and shall commence performance beginning July 1, ~~2021~~2022, with no interruption in the Services from the prior contract between Metro JPA and Consultant. This Agreement shall terminate on June 30, ~~2022~~2026, unless otherwise extended by a written amendment signed by both Parties or otherwise earlier terminated pursuant to Section 16 of this Agreement.

7. Delays in Performance.

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

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

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

9. Standard of Care.

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

10. Assignment and Subconsultant.

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

11. Independent Consultant.

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

12. Insurance.

a. Commercial General Liability.

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

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

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

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

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

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

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

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

b. Automobile Liability.

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

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

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

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

c. Workers' Compensation/Employer's Liability.

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

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

d. Technology Professional Liability (Errors and Omissions)

At all times during the performance of the work under this Agreement the Consultant shall maintain technology professional liability or Errors and Omissions insurance appropriate to its profession, in a form and with insurance companies acceptable to the Metro JPA and in an amount indicated herein. Coverage shall be sufficiently broad to respond to the duties and obligations undertaken by Consultant in this Agreement, including, but not limited to: claims involving infringement of intellectual property, copyright and trademark; invasion of privacy violations; information theft; release of private information; extortion; and network security. The policy shall include, or be endorsed to include, property damage liability for damage to, alteration of, loss of, or destruction of electronic data and/or informational property of Metro JPA in the care, custody or control of Consultant. If not covered by such policy, such property coverage of Metro JPA property may be included or endorsed in a cyber liability policy in an amount sufficient to cover the full replacement value of damage to, alteration of, loss of, or destruction of electronic data and/or informational property of Metro JPA that will be in the care, custody or control of Consultant.

This insurance shall be endorsed to include contractual liability applicable to this Agreement and shall be written on a policy form coverage specifically designed to protect



against acts, errors or omissions of the Consultant. "Covered Professional Services" as designated in the policy must specifically include work performed under this Agreement. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend.

e. Minimum Policy Limits Required

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

Combined Single Limit

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

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

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

f. Evidence Required.

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

g. Policy Provisions Required.

(i) Consultant shall provide Metro JPA at least thirty (30) days prior written notice of cancellation of any policy required by this Agreement, except that the

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

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

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

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

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

h. Qualifying Insurers.

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

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

i. Additional Insurance Provisions.

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

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

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

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

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

### 13. Indemnification.

To the fullest extent permitted by law, Consultant shall defend (with counsel of Metro JPA's choosing), indemnify and hold Metro JPA, its Board, members of the Board, employees, and authorized volunteers free and harmless from any and all claims, demands, causes of action, suits, actions, proceedings, costs, expenses, liability, judgments, awards, decrees, settlements, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's services, the Project or this Agreement, including without limitation the payment of all consequential damages, expert witness fees and attorneys' fees and other related costs and expenses. Notwithstanding the foregoing, to the extent Consultant's services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to Claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant. Consultant's obligation to indemnify shall not be

restricted to insurance proceeds, if any, received by Metro JPA, its Board, members of the Board, employees, or authorized volunteers.

14. California Labor Code Requirements.

Consultant is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., which require the payment of prevailing wage rates and the performance of other requirements on certain “public works” and “maintenance” projects. If the services are being performed as part of an applicable “public works” or “maintenance” project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws, if applicable. Consultant shall defend, indemnify and hold Metro JPA, its member agencies, elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Consultant and all subconsultants to comply with all California Labor Code provisions, which include but are not limited to prevailing wages, employment of apprentices, hours of labor and debarment of contractors and subcontractors.

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

15. Laws, Venue, and Attorneys’ Fees.

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

16. Termination or Abandonment.

a. Metro JPA has the right to terminate or abandon any portion or all of the work under this Agreement by giving ninety (90) calendar days’ written notice to Consultant. In such event, Metro JPA shall be immediately given title and possession to all Metro JPA Content, written reports and other documents produced or developed for that portion of the work completed and/or being abandoned. Metro JPA shall pay Consultant the reasonable value of services rendered for any portion of the work completed prior to termination. If said termination occurs prior to completion of any task for which a payment request has not been received, the charge for services performed during such task shall be the reasonable value of such services,

based on an amount mutually agreed to by Metro JPA and Consultant of the portion of such task completed but not paid prior to said termination. Metro JPA shall not be liable for any costs other than the charges or portions thereof which are specified herein. Consultant shall not be entitled to payment for unperformed services, and shall not be entitled to damages or compensation for termination of work.

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

17. Notice.

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

<b>METRO JPA:</b>	<b>CONSULTANT:</b>
Metro Wastewater JPA <del>e/o National City City Hall</del> <u>P.O. Box 1072</u> <del>1243 National City Blvd.</del> National City, CA <del>94950</del> <u>91951</u> <b>Attn:</b> <del>Roberto Yano, City of National City</del> <u>Metro TAC Chair</u>	Granicus LLC Contracts 408 St. Peter Street, Suite 600 St. Paul, MN 55102 <b>Attn:</b> Contracts

and shall be effective upon receipt thereof.

18. Third Party Rights.

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

19. Severability.

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

20. Integration.

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

21. Consultant Annual Updates.

During the term of this Agreement, Consultant shall annually, no later than March 31 of each calendar year, provide Metro JPA with updated insurance certificates, endorsements, and other documents required under this Agreement (including, but not limited to, any and all documents evidencing compliance with Section 12 of this Agreement).

[SIGNATURES ON FOLLOWING PAGE]

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

**METRO WASTEWATER JPA:**

**GRANICUS LLC:**

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

By: \_\_\_\_\_  
Kelly Oliver  
Vice President of Contracts

APPROVED AS TO FORM:

\_\_\_\_\_  
Best Best & Krieger LLP  
General Counsel  
METRO WASTEWATER JPA

## **EXHIBIT “A”**

### **Scope of Services**

Consultant shall provide the following services:

- govAccess Website Hosting



## EXHIBIT "B"

### Granicus Proposal

#### (Modified) DETAILS

**Prepared On:** 04/01/2021  
**Prepared By:** Marilyn Fletcher  
**Expires On:** 06/30/2021  
**Phone:**  
**Email:** marilyn.fletcher@granicus.com  
**Order #:** Q-178852  
**Prepared On:** 03/28/2022  
**Expires On:** 06/30/2022

#### ORDER TERMS

**Currency:** USD  
**Payment Terms:** Net 30 (Payments for subscriptions are due at the beginning of the period of performance.)  
**Current Subscription End Date:** 06/30/2022  
**Initial Order Term End Date:** 06/30/2027  
**Period of Performance:** 07/01/2022 - 06/30/2023

**Currency:** USD  
**Payment Terms:** Net 30 (Payments for subscriptions are due at the beginning of the period of performance.)  
**Current Subscription End Date:** 06/30/2021  
**Period of Performance:** 07/01/2021 - 06/30/2022

## **EXHIBIT “C”**

### **Terms and Conditions**

1. **EXCLUSION OF CONSEQUENTIAL AND RELATED DAMAGES.** UNDER NO CIRCUMSTANCES SHALL CONSULTANT BE LIABLE FOR ANY SPECIAL, INDIRECT, PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, CONSULTANT SHALL NOT BE LIABLE FOR: (A) ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OR CORRUPTION OF METRO JPA DATA; (B) COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY; (C) LOSS OF BUSINESS; (D) DAMAGES ARISING OUT OF ACCESS TO OR INABILITY TO ACCESS THE SERVICES, SOFTWARE, CONTENT, OR RELATED TECHNICAL SUPPORT; OR (E) FOR ANY MATTER BEYOND CONSULTANT’S REASONABLE CONTROL, EVEN IF CONSULTANT HAS BEEN ADVISED OF THE POSSIBILITY OF ANY OF THE FOREGOING LOSSES OR DAMAGES.
2. **LIMITATION OF LIABILITY.** EXCEPT FOR AN INDEMNITY CLAIM PURSUANT TO SECTION 13 OR A CLAIM COVERED BY AN INSURANCE POLICY REQUIRED UNDER SECTION 12, IN NO INSTANCE SHALL EITHER PARTY’S LIABILITY TO THE OTHER PARTY FOR DIRECT DAMAGES UNDER THIS AGREEMENT (WHETHER IN CONTRACT OR TORT OR OTHERWISE) EXCEED THE FEES PAID BY METRO JPA FOR THE GRANICUS PRODUCTS AND SERVICES DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE DATE THE DAMAGED PARTY NOTIFIES THE OTHER PARTY IN WRITING OF THE CLAIM FOR DIRECT DAMAGES. CONSULTANT SHALL NOT BE RESPONSIBLE FOR ANY LOST PROFITS OR OTHER DAMAGES, INCLUDING DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR ANY OTHER DAMAGES, HOWEVER CAUSED. NEITHER PARTY MAY INSTITUTE AN ACTION IN ANY FORM ARISING OUT OF NOR IN CONNECTION WITH THIS AGREEMENT MORE THAN TWO (2) YEARS AFTER THE CAUSE OF ACTION HAS ARISEN. THE ABOVE LIMITATIONS WILL NOT LIMIT METRO JPA’S PAYMENT OBLIGATIONS.

## EXHIBIT “D”

### Schedule of Charges

#### Website Hosting

Service	Period	Annual Fee
govAccess Website Hosting	July 1, <del>2021</del> <u>2022</u> – June 30, <del>2022</del> <u>2023</u>	\$ <del>2,885.15</del> <u>3,087.11</u>
<u>govAccess Website Hosting</u>	<u>July 1, 2023 – June 30, 2024</u>	<u>\$3,303.21</u>
<u>govAccess Website Hosting</u>	<u>July 1, 2024 – June 30, 2025</u>	<u>\$3,534.43</u>
<u>govAccess Website Hosting</u>	<u>July 1, 2025 – June 30, 2026</u>	<u>\$3,781.84</u>

#### Payment Terms:

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

## **EXHIBIT “E”**

### **Insurance Certificates**

Insurance documentation is included on the following pages.

<b>Summary report:</b> <b>Litera Compare for Word 11.1.0.69 Document comparison done on</b> <b>4/13/2022 7:32:53 PM</b>	
<b>Style name:</b> Default Style	
<b>Intelligent Table Comparison:</b> Active	
<b>Original DMS:</b> iw://imanager/iManage/33868937/2	
<b>Modified DMS:</b> iw://imanager/iManage/34967253/1	
<b>Changes:</b>	
Add	14
Delete	14
Move From	0
Move To	0
Table Insert	3
Table Delete	0
Table moves to	0
Table moves from	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	2
Embedded Excel	0
Format changes	0
<b>Total Changes:</b>	<b>33</b>

ATTACHMENT 7f

PROFESSIONAL  
SERVICES

AGREEMENT WITH  
LORI ANNE PEOPLES  
FOR ADMINISTRATIVE  
SUPPORT SERVICES

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

THIS THIRD AMENDMENT (“Amendment”) is made and entered into this 1st day of July, 2022, by and between the Metro Wastewater Joint Powers Authority, existing and organized pursuant to the provisions of Government Code section 6500 *et seq.* (“Metro JPA”) and Lori Anne Peoples (“Ms. Peoples”). Metro JPA and Ms. Peoples are sometimes individually referred to herein as the “Party” and collectively as the “Parties.”

**RECITALS**

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

B. Section 2 of the Agreement provides that the Term of the Agreement may be extended in a writing signed by both Parties, and Section 4 of the Agreement provides that upon mutual agreement of the Parties, the estimated monthly hours may be extended or modified to obtain increased or amended Administrative Services from Ms. Peoples as necessary.

C. The Parties previously amended the Agreement on June 2, 2016 to extend the Term of the Agreement through June 30, 2018, and amended Section 4 of the Agreement to state that Ms. Peoples will spend approximately ten (10) hours per month providing Administrative Services to Metro JPA and Metro TAC during the Term of the Agreement (the “First Amendment”).

D. The Parties subsequently amended the Agreement in 2018 to further extend the Term of the Agreement to June 30, 2022, increase Ms. Peoples’ hourly compensation rate to \$55.00 per hour, provide Ms. Peoples with a prepaid or reloadable debit card or credit card, and to increase the estimated monthly hours Ms. Peoples will spend providing Administrative Services to Metro JPA and Metro TAC from ten (10) hours to twelve (12) hours (the “Second Amendment”).

E. Both Metro JPA and Ms. Peoples mutually desire to amend the Agreement to extend the Agreement term and make such other changes as are described below.

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

1. Section 2 of the Agreement is amended to extend the Term of the Agreement through June 30, 2026.

2. Section 3 of the Agreement is amended to increase Ms. Peoples' hourly rate to \$70.00 per hour and to provide that the hourly rate may automatically increase each July 1 based on the increase (if any) in the most recent San Diego Consumer Price Index - All Urban Consumers, rounded to the nearest dollar.

3. Section 4 of the Agreement is amended to increase the estimated monthly hours Ms. Peoples will spend providing Administrative Services to Metro JPA and Metro TAC from twelve (12) hours to fifteen (15) hours.

4. All other terms and conditions of the Agreement, as amended by the First Amendment and Second Amendment, shall remain in full force and effect.

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

**METRO WASTEWATER JPA:**

**LORI ANNE PEOPLES:**

By: \_\_\_\_\_  
Jerry Jones  
Chairperson

By: \_\_\_\_\_  
Lori Anne Peoples

APPROVED AS TO FORM:

\_\_\_\_\_  
Best Best & Krieger, LLP  
General Counsel  
METRO WASTEWATER JPA



ATTACHMENT 7g

REIMBURSEMENT  
AGREEMENT WITH  
THE CITY OF SAN  
DIEGO FOR  
ADMINISTRATIVE  
SUPPORT SERVICES  
WITH LORI ANNE  
PEOPLES

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

THIS REIMBURSEMENT AGREEMENT FOR ADMINISTRATIVE SUPPORT SERVICES (“Agreement”) is made and entered into this 1st day of July, ~~2018~~2022, by and between the Metro Wastewater Joint Powers Authority, existing and organized pursuant to the provisions of Government Code section 6500 *et seq.* (“Metro JPA”) and the City of San Diego, a municipal corporation (“City”). Metro JPA and the City are sometimes individually referred to herein as the “Party” and collectively as the “Parties.”

**RECITALS**

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

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

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

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

E. Metro JPA and Ms. Peoples have amended the Administrative Services Agreement to extend the term of said agreement, increase the hourly compensation to Ms. Peoples, and increase the estimated monthly hours Ms. Peoples will spend providing Administrative Services to Metro JPA, and for other purposes. A copy of the ~~Second~~First Amendment ~~to the Administrative Services Agreement~~(dated June 2, 2016) is attached ~~hereto~~ as Exhibit “B,” a copy of the Second Amendment (dated July 1, 2018) is attached as Exhibit “C,” and a copy of the Third Amendment (dated July 1, 2022) is attached as Exhibit “D”; and

F. The Administrative Services Agreement, as amended, requires the Metro JPA to compensate Ms. Peoples at the rate of \$~~55.00~~70.00 per hour (as may be increased by CPI each year) plus mileage at the current IRS Rate/Mile and actual costs for postage and supplies; and

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

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

### **AGREEMENT**

1. Reimbursement to Metro JPA. The City agrees to reimburse Metro JPA at the rate of \$~~55.00~~70.00 per hour plus mileage at the current IRS Rate/Mile and actual costs for postage and supplies for Administrative Services provided by Ms. Peoples for the Metro Commission and Metro TAC. The above hourly rate may increase each July 1 during the term of this Agreement based on the increase (if any) in the most recent San Diego Consumer Price Index – All Urban Consumers, rounded to the nearest dollar. The City agrees to reimburse Metro JPA up to \$360.00 per quarter or pro rata portion thereof, with proper documentation for phone, internet access, and technology costs incurred by Ms. Peoples in the performance of the Administrative Services.

1.1 Maximum Reimbursement. The City's total reimbursement obligation under the term of the Agreement shall not exceed ~~seventy-three thousand dollars (\$73,000.00)~~One Hundred and Ten Thousand Eight Hundred and Eighty Dollars (\$110,880.00) for administrative services, which is inclusive of reimbursement for the phone, internet access, and technology costs identified in Section 1.0 above.

2. Monthly Hours. The Parties estimate that Ms. Peoples will spend approximately twenty (20) hours per month providing Administrative Services to the Metro Commission and approximately ten (10) hours per month providing Administrative Services to Metro TAC for the term of the Administrative Services Agreement. These estimated monthly hours may be extended or otherwise modified upon mutual agreement of the Parties to obtain increased or amended Administrative Services as necessary, consistent with the Administrative Support Services Agreement between Metro JPA and Ms. Peoples. Any increase in estimated hours shall not exceed the maximum reimbursement identified in Section 1.1 of the Agreement without written consent of the parties.

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

4. Term and Termination. This Agreement shall begin on the date first set forth above and terminate upon the earlier of: (1) June 30, ~~2022~~2026; or (2) termination of the

Administrative Services Agreement by the Metro JPA or Ms. Peoples. Upon termination of this Agreement, the City shall pay the Metro JPA for any outstanding Administrative Services performed by Ms. Peoples, and the obligation of the City to the Metro JPA shall thereupon cease and terminate and no further sums shall be payable or paid under this Agreement. The term of this Agreement may be extended in a writing signed by both Parties.

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

CITY:	METRO JPA:
City of San Diego Public Utilities Department General Counsel C/O Edgar Patino, Agency Contracts 9192 Topaz Way San Diego, CA 92123	Metro Wastewater Joint Powers Authority C/O <del>Paula de Sousa Mills</del> <u>Nicholaus Norvell</u> , 655 West Broadway, 15th Floor San Diego CA 92101 Attn: General Counsel and Chair

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

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

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

**[Signatures on following page]**

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

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

Dated: \_\_\_\_\_

City of San Diego

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

Dated: \_\_\_\_\_

Metro Wastewater Joint Powers Authority

By: \_\_\_\_\_  
Jerry Jones, Chairperson

Approved as to form:

\_\_\_\_\_  
~~Paula C. P. de Sousa~~

Nicholaus Norvell

General Counsel

Metro Wastewater Joint Powers Authority

Approved as to form:

\_\_\_\_\_  
Counsel  
City of San Diego



**Exhibit A**  
**Administrative Services Agreement**

**Exhibit B**

**First Amendment to Administrative Services Agreement**



[Exhibit C](#)

**Second Amendment to Administrative Services Agreement**

Exhibit D

Third Amendment to Administrative Services Agreement

<b>Summary report:</b> <b>Litera Compare for Word 11.1.0.69 Document comparison done on</b> <b>4/15/2022 11:29:44 AM</b>	
<b>Style name:</b> Default Style	
<b>Intelligent Table Comparison:</b> Active	
<b>Original DMS:</b> iw://imanager/iManage/31080930/1	
<b>Modified DMS:</b> iw://imanager/iManage/34965865/1	
<b>Changes:</b>	
Add	23
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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>	34

ATTACHMENT 7h

PROFESSIONAL  
SERVICES

AGREEMENT WITH

PAUL REDVERS  
BROWN, INC.

**AGREEMENT FOR PROFESSIONAL SERVICES  
BETWEEN METRO WASTEWATER JOINT POWERS AUTHORITY  
AND PAUL REDVERS BROWN, INC.**

This agreement ("Agreement") is made and entered into as of ~~June 3~~July 1, 2021~~2022~~, 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 Paul Redvers Brown, Inc., a California corporation (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: provide facilitation of discussions between the City of San Diego's Public Utilities Department and the Participating Agencies in the Metropolitan Wastewater System (which are also the Member Agencies of Metro JPA), and other related parties, and to assist in advancing the Second Amended and Restated Wastewater Disposal Agreement (hereinafter referred to as the "Project").

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

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

**AGREEMENT**

NOW THEREFORE, IT IS AGREED AS FOLLOWS:

1. Services.

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

2. Compensation.

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

b. In no event shall the total amount paid for Services rendered by Consultant ~~pursuant to Exhibit "A-1"~~ exceed **\$24,900** without the written approval of Metro JPA. Periodic payments shall be made within thirty (30) days of receipt of a statement for services rendered. Payments to Consultant for work performed will be made on a monthly billing basis.

3. Additional Work.

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

4. Substitution of Key Personnel.

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

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, ~~2022~~2023. 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 Contractor.

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 insured status.

c. Workers' Compensation/Employer's Liability.

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

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

d. Professional Liability (Errors and Omissions).

At all times during the performance of the work under this Agreement the Consultant shall maintain Professional Liability 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 <del>c/o National City City Hall</del> <a href="#">P.O. Box 1072</a> <del>1243 National City Blvd.</del> National City, CA <del>91950</del> <a href="#">91951</a> <b>Attn:</b> <del>Roberto Yano, City of National City</del> <a href="#">Metro TAC Chair</a>	Paul Redvers Brown, Inc. <a href="#">1612 Aryana Drive</a> <del>1612 Aryana Drive</del> Encinitas, CA 92024 <b>Attn:</b> Paul R. Brown

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 Professional Services Agreement as of the date first written above.

**METRO WASTEWATER JPA:**

**PAUL REDVERS BROWN, INC.:**

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

By: \_\_\_\_\_  
Paul R. Brown  
President & Chief Executive Officer

APPROVED AS TO FORM:

\_\_\_\_\_  
Best Best & Krieger, LLP  
General Counsel  
METRO WASTEWATER JPA

Approval of Agreement for Professional Services with Paul Redvers Brown, Inc. as to form.

## **EXHIBIT “A”**

### **Scope of Services**

#### **A. OVERVIEW**

The City of San Diego (“City”) has initiated discussions with the Participating Agencies in the Metropolitan Wastewater System (“Participating Agencies”), who are also the Member Agencies of Metro Wastewater Joint Powers Authority (“JPA”). The City, the JPA, and the Participating Agencies will be holding regular meetings to discuss and negotiate the terms of the Second Amended and Restated Metropolitan Wastewater Disposal Agreement. The objective of this consulting services agreement work is for Paul Redvers Brown, Inc. (“Consultant”) to prepare for and facilitate the discussions between the City, the JPA, the Participating Agencies, and other related parties and to assist in advancing the Second Amended and Restated Metropolitan Wastewater Disposal Agreement.

#### **B. REQUIREMENTS AND TASKS**

Consultant shall prepare for, attend, and facilitate regular meetings with staff of the City, JPA, Participating Agencies, and other related parties.

The following is a list of the key tasks necessary to perform this project:

Task 1. Project Management

Task 2. Preparation for Meetings

Task 3. Facilitation of Meetings

#### **C. CONSULTANT’S ROLES AND RESPONSIBILITIES**

With respect to all services provided under the Agreement, Consultant will fulfill the following operational roles and responsibilities:

##### **Task 1. Project Management**

- Perform all activities that are not specific to any one task and includes overall project management and coordination of activities with the JPA.
- Maintain open and regular communication throughout the project with JPA staff.
- Communications will be held via telephone, and/or virtual meeting platforms such as Microsoft Teams.

##### **Task 2. Preparation for Meetings**

- Review of available background documents, information and material for the Second Amended and Restated Metropolitan Wastewater Disposal Agreement.
- Communicate with stakeholders via phone or email on issues germane to the meetings.
- Assist in identifying timelines and other constraints.
- Assist in specifying data and resource needs.
- Assist in preparation of agendas and minutes for meetings.



### **Task 3. Facilitation of Meetings**

- Attend and facilitate meetings.
- Summarize advancements from previous meetings, as well as items requiring attention.
- Manage a list of items requiring further discussion.
- Keep discussions focused to ensure timely resolution of items.
- Recommend mechanisms to advance discussions (e.g. separate meetings, etc.).
- Assist in establishing decisions to be made and identifying criteria by which decisions should be made.

The Consultant services should be provided during regular business hours, Monday through Friday, 8am through 5pm, excluding these publicly-observed holidays:

1. New Year's Day
2. Martin Luther King Jr. Day
3. President's Day
4. Cesar Chavez Day
5. Memorial Day
6. Independence Day
7. Labor Day
8. Veteran's Day
9. Thanksgiving Day
10. Christmas Day

## **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 Paul R. Brown, AICP, will be:

\$290.00 / hour.

Consultant shall notify the Metro JPA when it has reached 80% of the total compensation under Section 2(b) of the Agreement to allow adequate time to obtain further approvals if needed.

Consultant’s hourly rate includes all anticipated expenses necessary to perform the services under the Agreement, including Consultant’s supplies and mileage to/from meetings within San Diego County.

All other reasonable, unanticipated expenses shall be pre-approved in writing by the designated Metro JPA / Metro TAC representative administering the Agreement. If approved, the following standard rules will apply:

- Mileage reimbursement rate will be at current Internal Revenue Service rate (mileage log required).
- Travel expenses for the lowest cost effective air fare, train, and/or car rental will be reimbursed at actual costs (receipts required).
- Lodging and per diem will be reimbursed at actual costs (receipts required) up to the maximum allowance for the San Diego area as published/posted on the U.S. General Services Administration website (<http://www.gsa.gov/portal/category/100120>).

## **EXHIBIT “C”**

### **Insurance Certificates**

Insurance documentation is included on the following pages.

<b>Summary report:</b> <b>Litera Compare for Word 11.1.0.69 Document comparison done on</b> <b>4/11/2022 4:41:44 PM</b>	
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Move To	0
Table Insert	0
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Embedded Excel	0
Format changes	0
<b>Total Changes:</b>	24

ATTACHMENT 7i

REIMBURSEMENT  
AGREEMENT WITH  
THE CITY OF SAN  
DIEGO FOR  
FACILITATOR  
SERVICES WITH PAUL  
REDVERS BROWN

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

THIS REIMBURSEMENT AGREEMENT FOR FACILITATOR SERVICES (“Agreement”) is made and entered into this ~~\_\_\_\_\_ day of \_\_\_\_\_~~ July 1, 2022, by and between the Metro Wastewater Joint Powers Authority, existing and organized pursuant to the provisions of Government Code section 6500 *et seq.* (“Metro JPA”) and the City of San Diego, a municipal corporation (“City”). Metro JPA and the City are sometimes individually referred to herein as the “Party” and collectively as the “Parties.”

**RECITALS**

A. The City of Coronado, the City of Del Mar, the City of El Cajon, the City of Imperial Beach, the City of La Mesa, the City of National City, the City of Chula Vista, the Lemon Grove Sanitation District, the City of Poway, Padre Dam Municipal Water District, Otay Water District and the San Diego County Sanitation District (the “Participating Agencies”) entered into a Joint Exercise of Powers Agreement, as amended from time to time, creating the Metro JPA for the purpose of taking responsibility, taking actions, and making decisions pertaining to the Regional Wastewater Disposal Agreement dated June 25, 1998 (“Metro Agreement”), as amended from time to time; and

B. Previously, Metro JPA, on behalf of the Participating Agencies, undertook discussions and negotiations with the City concerning an amended and restated version of the Metro Agreement, and the Participating Agencies and the City have ~~approved and are in the process of executing~~ executed the amended and restated Metro Agreement; and

C. Metro JPA and the City have again begun discussions and negotiations concerning a second amended and restated Metro Agreement for consideration by the Participating Agencies and the City; and

C. Metro JPA and the City believe the use of a professional facilitator ~~would~~ continues to be beneficial to additional discussions and negotiations about a second amended and restated Metro Agreement; and

D. Metro JPA entered into a Professional Services Agreement with Paul Redvers Brown, Inc. (“Consultant”), which commenced on ~~June 3, 2021~~ July 1, 2022 for the performance of facilitator services (“Facilitator Services”) (“Professional Services Agreement”), a copy of which is attached as Exhibit “A”; and

F. The Professional Services Agreement requires Metro JPA to compensate Consultant at the rate of \$290.00 per hour, including all anticipated expenses necessary to perform the services, including Consultant’s supplies and mileage to/from meetings within San Diego County, as well as other reasonable pre-approved expenses as set forth in the Professional Services Agreement; and

G. The City desires to reimburse Metro JPA for the cost of Facilitator Services performed by Consultant pursuant to the Professional Services Agreement.

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

### AGREEMENT

1. Reimbursement to Metro JPA. The City agrees to reimburse Metro JPA at the rate of \$203.00 per hour for Facilitator Services provided by Consultant. The City also agrees to reimburse Metro JPA for 70% of other reasonable expenses pre-approved by Metro JPA under the Professional Services Agreement.

1.1 Maximum Reimbursement. The City's total reimbursement obligation under the term of the Professional Services Agreement shall not exceed \$17,430, which is inclusive of the hourly rate and expenses.

2. Monthly Hours. The Parties estimate that Consultant will spend an average of approximately 7 hours per month providing Facilitator Services for the term of the Professional Services Agreement. Any increase in estimated hours shall not exceed the maximum reimbursement identified in Section 1.1 of the Agreement without written consent of the parties.

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

4. Term and Termination. This Agreement shall begin on the date first set forth above and terminate upon the earlier of: (1) June 30, ~~2022~~2023; or (2) termination of the Professional Services Agreement by Metro JPA or Consultant. Upon termination of this Agreement, the City shall pay Metro JPA for any outstanding Facilitator Services performed by Consultant, and the obligation of the City to the Metro JPA shall thereupon cease and terminate and no further sums shall be payable or paid under this Agreement. The term of this Agreement may be extended in a writing signed by both Parties.

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

CITY:

City of San Diego  
Public Utilities Department  
C/O Edgar Patino, Agency Contracts  
9192 Topaz Way  
San Diego, CA 92123

METRO JPA:

Metro Wastewater Joint Powers Authority  
C/O Nicholas Norvell, General Counsel  
655 West Broadway, 15th Floor  
San Diego CA 92101  
Attn: General Counsel

6. Laws, Venue, and Attorneys' Fees. This Agreement shall be interpreted in

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

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

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

**[Signatures on following page]**



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

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

Dated: \_\_\_\_\_

City of San Diego

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

Dated: \_\_\_\_\_

Metro Wastewater Joint Powers Authority

By: \_\_\_\_\_  
Jerry Jones, Chairperson

Approved as to form:

\_\_\_\_\_  
Best Best & Krieger, LLP  
General Counsel  
Metro Wastewater Joint Powers Authority

Approved as to form:

\_\_\_\_\_  
City Attorney's Office  
City of San Diego

**Exhibit A**  
**Professional Services Agreement**

<b>Summary report:</b> <b>Litera Compare for Word 11.1.0.69 Document comparison done on</b> <b>4/13/2022 8:04:02 PM</b>	
<b>Style name:</b> Default Style	
<b>Intelligent Table Comparison:</b> Active	
<b>Original DMS:</b> iw://imanager/iManage/33950883/1	
<b>Modified DMS:</b> iw://imanager/iManage/34965851/1	
<b>Changes:</b>	
Add	8
Delete	8
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>	16

# ATTACHMENT 8

## PURE WATER PHASE 2

### METRO FLOW

### OPERATIONS

PURE WATER CAPITAL COST COMPARISON							
COSTS WITH ECAWP (83 MGD)							
Plant	Capacity, MGD	Total		Water (62%)		Sewer (38%)	
		Cost	Cost per MGD	Cost	Cost per MGD	Cost	Cost per MGD
North	30	\$1,500	\$50.00	\$930	\$31.00	\$570	\$19.00
Central	41.5	\$2,958	\$71.28	\$1,834	\$44.19	\$1,124	\$27.09
ECAWP	11.5	\$750	\$65.22	\$465	\$40.43	\$285	\$24.78
<b>Total</b>	<b>83</b>	<b>\$5,208</b>	<b>\$62.75</b>	<b>\$3,229</b>	<b>\$38.90</b>	<b>\$1,979</b>	<b>\$23.84</b>
COSTS WITHOUT ECAWP (83 MGD)							
Plant	Capacity, MGD	Total		Water (62%)		Sewer (38%)	
		Cost	Cost per MGD	Cost	Cost per MGD	Cost	Cost per MGD
North	30	\$1,500	\$50.00	\$930	\$31.00	\$570	\$19.00
Central	53	\$3,290	\$62.08	\$2,040	\$38.49	\$1,250	\$23.59
<b>Total</b>	<b>83</b>	<b>\$4,790</b>	<b>\$57.71</b>	<b>\$2,970</b>	<b>\$35.78</b>	<b>\$1,820</b>	<b>\$21.93</b>
<b>DIFFERENCE</b>		<b>\$418</b>	<b>\$5.04</b>	<b>\$259</b>	<b>\$3.12</b>	<b>\$159</b>	<b>\$1.91</b>
COSTS WITH ECAWP (94.5 MGD)							
Plant	Capacity, MGD	Total		Water (62%)		Sewer (38%)	
		Cost	Cost per MGD	Cost	Cost per MGD	Cost	Cost per MGD
North	30	\$1,500	\$50.00	\$930	\$31.00	\$570	\$19.00
Central	53	\$3,290	\$62.08	\$2,040	\$38.49	\$1,250	\$23.59
ECAWP	11.5	\$750	\$65.22	\$465	\$40.43	\$285	\$24.78
<b>Total</b>	<b>94.5</b>	<b>\$5,540</b>	<b>\$58.62</b>	<b>\$3,435</b>	<b>\$36.35</b>	<b>\$2,105</b>	<b>\$22.28</b>
<b>DIFFERENCE</b>		<b>\$332</b>	<b>-\$4.12</b>	<b>\$206</b>	<b>-\$2.56</b>	<b>\$126</b>	<b>-\$1.57</b>

\*All Costs in Million Dollars

## Paths to Meeting/Exceeding OPRA Regional Goal (83 MGD)



Figure 1

# ATTACHMENT 11

BUDGET LINE ITEM

FOLLOW UP:

STARTUP/O&M

Sources for Metro Pure Water O&M Budget Estimate, with updated numbers from Preliminary Budget

Funds Center Number	Funds Center	Total Base Budget	Non-Discretionary	Budget Adjustment	Total Expenditures
2000170001	Division Management	\$3,201,416	\$53,098		\$3,254,514
2000171101	Section Management	\$2,569,793		\$59,720	\$2,629,513
2000171111	Engineering/Project Management	\$1,775,519	\$0	\$1,005,304	\$2,780,823
2000171211	Environmental/Regulatory	\$40,000			\$40,000
<b>Pure Water Program Management</b>					<b>\$8,704,850</b>
2000162211	Pure Water Chemistry Services	\$577,497		\$0	\$577,497
2000191215	NCWRP			\$733,710	\$733,710
<b>Other Operating Divisions Considered</b>					<b>\$1,311,207</b>
<b>Total for Estimate</b>					<b>\$10,016,057</b>



## Note 9 – Pure Water Program

In 2014 the City began planning for the Pure Water Program. The Pure Water Program is the City's phased, multi-year program that will provide one-third, or 83 million gallons per day (MGD), of San Diego's water supply locally by 2035. The Pure Water Program uses proven technology to clean recycled water to produce safe, high-quality drinking water while providing the benefit of continuing advanced primary treatment at the Point Loma Wastewater Treatment Plant. This program is being jointly funded by both water and wastewater ratepayers, and the Participating Agencies represent approximately 35% of the wastewater portion of this program. During FY 2018 the following Pure Water Program costs were incurred that were charged to the Metropolitan Wastewater Fund:

	<b>FY 2018 Pure Water Program Costs</b>
Total operating and maintenance costs	<u>\$ 6,012,202</u>
Capital improvement costs:	
Morena Blvd. Pump Station and Pipelines	13,105,870
North City Water Reclamation Plant Expansion	9,302,856
Metropolitan Biosolids Center (MBC) Improvements	3,322,308
Total capital improvement costs	<u>25,731,034</u>
Total Pure Water Program – Metropolitan Wastewater Fund costs	<u>\$ 31,743,236</u>

Pure Water O&M costs consist of task orders for various engineering consultants and other support services that cannot be directly capitalized into a capital improvement project. The final cost allocation of O&M task orders, as well as capital improvement projects is currently in progress. Once finalized, if changes to the draft cost allocation of project costs between water and wastewater is needed, an adjustment will be made during the audit of the Schedule.

# ATTACHMENT 17

## METROTAC WORK PLAN

**Metro TAC & JPA Work Plan**  
**Active & Pending Items**  
**April 2022**  
*Updated Items in Red Italics*

Active Items	Description	Member(s)
<i>Metro JPA AdHoc 2<sup>nd</sup> ARA</i>	<i>JPA Board work group. Formed to review all items being negotiated in the 2<sup>nd</sup> ARA prior to going to the full Board. Meets every 2-3 weeks as needed. First meeting March 16, 2022.</i>	<i>Jerry Jones Marvin Heinze Gary Kendrick Jim Peasley Ed Spriggs JPA Support staff</i>
IRWMP	JPA Members should monitor funding opportunities at: <a href="http://www.sdirwmp.org">http://www.sdirwmp.org</a> 1/21: Beth Gentry continues to give monthly TAC updates. Details can be found in minutes of each meeting.	Beth Gentry Yazmin Arellano
Exhibit E Audit	1/21: FY2019 Exhibit E audit is in fieldwork stage. JPA team reviewing SD responses to sample questions. 4/11/2022: FY2019 scheduled to complete April/May 2022; FY 2020 audit final field work completed. Owner controlled insurance program detail discussion (future).	Lee Ann Jones-Santos Karyn Keese Dexter Wilson
Industrial Wastewater Control Committee	Formed to work with San Diego on new standards for industrial waste discharge and cost allocation of same. 1/2021: SD is trying to formalize a pretreatment rate case and has hired a consultant. Monthly updates are presented at TAC and JPA. 3/16/2022: Monthly meetings to discuss the pretreatment agreement and considerations for the 2nd ARA, reviews of local limits, and the industrial user permit fees and program	Beth Gentry Interested JPA members Dexter Wilson SD Staff & Consultants
Emergency Mutual Aid Committee	Formed with the intent the sharing of resources during an emergency. First draft was completed and the next draft will be circulated for interested agencies.	Peejay Tuongbanua Steve Beppler, Yazmin Arellano, and Hamed Hashemian
Phase I Financial Implementation Working Group (FIG)	This working group was formed to continue to work on Section 2.9.1 and other financial implementations issues in Exhibit F associated with the Amended Restated Agreement. 1/2021: Group will start meeting once the ARA is fully signed (January 2021) on a regular basis with a goal to complete all tasks by 1/2022. 3/16/2022: Group continues to meet every two weeks.	Beth Gentry Karyn Keze Dexter Wilson SD staff & consultants
2 <sup>nd</sup> ARA Negotiating Team	This group was created to negotiate the 2 <sup>nd</sup> Amended Restated Agreement ARA2) which will incorporate the completed financial and other items from the first ARA. 3/16/2022: Negotiating Team meets every 3 weeks to follow through with topics raised during the First ARA.	Beth Gentry Yazmin Arellano Karyn Keze Scott Tulloch Dexter Wilson SD staff & consultants
Changes in wastewater/water legislation	NOTE: BBK, Metro TAC and the Commission should monitor and report on proposed and new legislation or changes in existing legislation that impact wastewater conveyance, treatment, and disposal, including recycled water issues.	BBK JPA members as appropriate

Sewer Rate Comparison for Metro Participating Agencies  
Single Family Monthly Rates Based on 7 HCF of Water Usage  
Effective January 1, 2022 for FY 2022

