



Regular Meeting of the Metro Commission and Metro Wastewater JPA

AGENDA

Thursday, May 5, 2022 - 12:00 p.m.

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

MEMBERS OF THE METRO COMMISSION/METRO JPA WILL BE PARTICIPATING REMOTELY FOR THIS MEETING AND THERE WILL BE NO LOCATION FOR IN-PERSON ATTENDANCE PURSUANT TO GOVERNMENT CODE SECTION 54953(e)(1)(A), WHICH PROVIDES WAIVERS TO CERTAIN BROWN ACT TELECONFERENCING RULES DURING A PROCLAIMED STATE OF EMERGENCY WHEN STATE OR LOCAL OFFICIALS HAVE IMPOSED OR RECOMMENDED SOCIAL DISTANCING. IN COMPLIANCE WITH THE BROWN ACT, METRO COMMISSION/METRO JPA IS PROVIDING ALTERNATIVES TO IN-PERSON ATTENDANCE FOR OBSERVING AND PARTICIPATING IN THE MEETING. FURTHER DETAILS ARE BELOW.

Note: Any member of the public may provide comments to the Metro Commission/Metro JPA on any agenda item or on a matter not appearing on the agenda, but within the jurisdiction of the Commission/JPA. Public comments must be submitted in either of the following manners:

1. Providing Oral Comments During Meeting. To provide comments during the meeting, join the Zoom meeting by computer, mobile phone, or dial-in number. On Zoom video conference by computer or mobile phone, use the "Raise Hand" feature. This will notify the Secretary that you wish to speak during a specific item on the agenda or during non-agenda Public Comment. If joining the meeting using the Zoom dial-in number, you can raise your hand by pressing *9. Comments will be limited to three (3) minutes
2. Written Comments. Written public comments must be submitted prior to the start of the meeting to lpeoples@chulavistaca.gov. Please indicate whether your comment is on a specific agenda item or a non-agenda item. Comments are limited to four hundred (400) words. It is requested that comments and other information be provided at least two (2) hours before the start of the meeting. All comments received by such time will be provided to the Commission/JPA members in writing. In the discretion of the Chair, the first five (5) comments received on each agenda item, or on non-agenda matters, may be read into the record at the meeting. Comments received after the two (2) hour limit will be collected, sent to the Commission/JPA members in writing, and be part of the public record.

When providing comments to the Commission/JPA, it is requested that you provide your name and city of residence for the record. Those commenting are requested to address their comments to the Commission/JPA as a whole through the Chair. If you have anything that you wish to be distributed to the Commission/JPA, please provide it to the Secretary via lpeoples@chulavistaca.gov, who will distribute the information to the members.

The public may participate using the following remote options to Join Zoom Meeting:

<https://us02web.zoom.us/j/82951669683>

Meeting ID: 829 5166 9683

One tap mobile
+16699009128,,82951669683# US

Dial by your location
+1 669 900 9128 US

Documentation
Included

1. ROLL CALL
2. PLEDGE OF ALLEGIANCE TO THE FLAG
3. PUBLIC COMMENT
Opportunity for members of the public to provide comments to the Commission/JPA on any items not on the agenda but within the jurisdiction of the Commission/JPA.
4. **ACTION:** CONSIDERATION AND POSSIBLE ACTION TO MAKE FINDINGS TO CONTINUE HOLDING REMOTE/TELECONFERENCE MEETINGS PURSUANT TO ASSEMBLY BILL 361
- X 5. **PRESENTATION:** PURE WATER PHASE 2 FLOW OPTIONS (Dexter Wilson)
(Attachment)
- X 6. **ACTION:** CONSIDERATION AND POSSIBLE ACTION TO APPROVE THE MINUTES OF THE REGULAR MEETING OF April 7, 2022 (Attachment)
- X 7. **FINANCE COMMITTEE FY 2022 ITEMS:**

ACTION: CONSIDERATION AND POSSIBLE ACTION TO APPROVE THE FOLLOWING FY 2022 ITEMS (Finance Committee Chairman John Mullin)

All items below may be discussed by the JPA together or separately. Action may be taken on all items as part of one motion or as separate individual actions in the order listed below.
 - a. METRO WASTEWATER JOINT POWERS AUTHORITY TREASURERS REPORT FOR EIGHT MONTHS ENDING FEBRUARY 28, 2022 (Lee Ann Jones-Santos/Karyn Keze)
Attachment)

Documentation
Included

- b. BUDGET ADJUSTMENT AND CONTRACT AMENDMENT FOR THE PROFESSIONAL SERVICES AGREEMENT WITH DEXTER WILSON ENGINEERING FOR ENGINEERING SERVICES (Nicholaus Norvell/Beth Gentry) (**Attachment**)
- c. BUDGET ADJUSTMENT AND CONTRACT AMENDMENT FOR THE PROFESSIONAL SERVICES AGREEMENT WITH THE KEZE GROUP, LLC FOR FINANCIAL SERVICES (Nicholaus Norvell/Beth Gentry) (**Attachment**)
- d. 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 (Nicholaus Norvell/Beth Gentry) (**Attachment**)

X 8. **FINANCE COMMITTEE FY 2023 ITEMS:**

ACTION: CONSIDERATION AND POSSIBLE ACTION TO APPROVE THE METRO COMMISSION/METRO WASTEWATER JPA BUDGET/CONTRACT ITEMS RELATING TO FY 2023 (Finance Committee Chairman John Mullin)

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

- X a. CONSIDERATION AND POSSIBLE ACTION TO APPROVE THE FY 2023 METRO WASTEWATER JPA BUDGET (Lee Ann Jones-Santos/Karyn Keese) (**Attachment**)
- X b. CONSIDERATION AND POSSIBLE ACTION TO APPROVE THE PROFESSIONAL SERVICES AGREEMENT WITH THE KEZE GROUP, LLC FOR FINANCIAL MANAGEMENT SERVICES FOR FYs 2023–2026 (Beth Gentry) (**Attachment**)
- X c. CONSIDERATION AND POSSIBLE ACTION TO APPROVE THE PROFESSIONAL SERVICES AGREEMENT WITH NV5 FOR ENGINEERING SERVICES FOR FYs 2023–2026 (Beth Gentry/Karyn Keze) (**Attachment**)
- X d. CONSIDERATION AND POSSIBLE ACTION TO APPROVE THE PROFESSIONAL SERVICES AGREEMENT WITH DEXTER WILSON ENGINEERING FOR ENGINEERING SERVICES FOR FYs 2023–2026 (Beth Gentry/Karyn Keze) (**Attachment**)

Documentation
Included

- X e. CONSIDERATION AND POSSIBLE ACTION TO APPROVE THE PROFESSIONAL SERVICES AGREEMENT WITH GRANICUS FOR WEBSITE HOSTING SERVICES FOR FYs 2023–2026 (Beth Gentry/Nicholaus Norvell) (**Attachment**)
- X f. CONSIDERATION AND POSSIBLE ACTION TO APPROVE THE AMENDMENT TO AGREEMENT FOR ADMINISTRATIVE SUPPORT SERVICES WITH LORI ANNE PEOPLES FOR FYs 2023–2026 (Lee Ann Jones-Santos/Karyn Keze) (**Attachment**)
- X g. CONSIDERATION AND POSSIBLE ACTION TO APPROVE THE REIMBURSEMENT AGREEMENT WITH THE CITY OF SAN DIEGO FOR ADMINISTRATIVE SUPPORT SERVICES WITH LORI ANNE PEOPLES FOR FYs 2023–2026 (Nicholaus Norvell/Karyn Keze) (**Attachment**)
- X h. CONSIDERATION AND POSSIBLE ACTION TO APPROVE THE PROFESSIONAL SERVICES AGREEMENT WITH PAUL REDVERS BROWN, INC. FOR FACILITATOR SERVICES FOR FY 2023 (Beth Gentry/Karyn Keze) (**Attachment**)
- X i. CONSIDERATION AND POSSIBLE ACTION TO APPROVE THE REIMBURSEMENT AGREEMENT WITH THE CITY OF SAN DIEGO FOR FACILITATOR SERVICES BY PAUL REDVERS BROWN, INC. FOR FY 2023 (Nicholaus Norvell/Karyn Keze) (**Attachment**)
- X j. CONSIDERATION AND POSSIBLE ACTION TO APPROVE THE AGREEMENT WITH CLIFTON LARSON ALLEN LLP FOR AUDITS OF METRO JPA FOR FY 2020 AND FY 2021 AND ACCOUNTING SERVICES (Lee Ann Jones-Santos/Karyn Keze) (**Attachment**)
- k. REVIEW OF FY 2023 BUDGETS FOR LEGAL COUNSEL (BEST BEST & KRIEGER LLP AND PROCOPIO, CORY, HARGREAVES & SAVITCH LLP) (Beth Gentry/Karyn Keze)
- l. AUTHORIZE THE METRO JPA CHAIR TO EXECUTE THE APPROVED CONTRACTS IN SUBSTANTIALLY THE FORM ATTACHED HERETO, WITH SUCH CHANGES AS ARE APPROVED BY THE CHAIR AND REVIEWED AS TO FORM BY GENERAL COUNSEL (Nicholaus Norvell)

9. **UPDATE:** INDUSTRIAL WASTEWATER CONTROL COMMITTEE (Beth Gentry)

Documentation
Included

10. **UPDATE:** Metro Wastewater (*General*) (Standing Item) (Tom Rosales)
 - a. Pt. Loma Wastewater Treatment Plant Road
 - b. April 10, 2020 Spill Update
 - c. Capital Program Master Planning Process Overview and Status
- X 11. **UPDATE:** METRO CAPITAL IMPROVEMENT PROGRAM AND FUNDING SOURCES 2ND QTR FY 2022 (*CONTINUED FROM APRIL 7, 2022 MEETING*) (Standing Item) (Tung Phung) (**Attachment**)
- X 12. **UPDATE:** PURE WATER PROGRAM (Standing Item) (Amy Dorman) (**Attachment**)
 - A. PURE WATER PHASES 1 & 2 DESIGN & CONSTRUCTION (Amy Dorman)
 - B. SECONDARY EQUIVALENCY LEGISLATION (Tom Rosales)
- X 13. **UPDATE:** METRO TAC UPDATE/REPORT (Standing Item) (Beth Gentry) (**Attachment**)
14. **REPORT:** AD HOC COMMITTEE ON SECOND AMENDED AND RESTATED METRO AGREEMENT (Standing Item) (Jerry Jones)
15. **REPORT:** IROC (Standing Item) (Jerry Jones)
16. **REPORT:** FINANCE COMMITTEE (Standing Item) (John Mullin)
17. **REPORT:** GENERAL COUNSEL (Standing Item) (Nicholaus Norvell)
18. PROPOSED AGENDA ITEMS FOR THE NEXT METRO COMMISSION/METRO WASTEWATER JPA MEETING **June 2, 2022**
19. METRO COMMISSIONERS' AND JPA BOARD MEMBERS' COMMENTS
20. ADJOURNMENT OF METRO COMMISSION AND METRO WASTEWATER JPA

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

Materials provided to the Metro Commission and/or Metro Wastewater JPA related to any open-session item on this agenda are available for public review at our website:
<https://www.metrojpa.org>

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

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

Metro JPA 2022 Meeting Schedule

January 6, 2022	February 3, 2022	March 3, 2022
April 7, 2022	May 5, 2022	June 2, 2022
July 7, 2022	August 5, 2022	September 1, 2022
October 6, 2022	November 3, 2022	December 1, 2022

ATTACHMENT 5

PURE WATER PHASE 2

FLOW OPTIONS

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
Total	83	\$5,208	\$62.75	\$3,229	\$38.90	\$1,979	\$23.84
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
Total	83	\$4,790	\$57.71	\$2,970	\$35.78	\$1,820	\$21.93
DIFFERENCE		\$418	\$5.04	\$259	\$3.12	\$159	\$1.91
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
Total	94.5	\$5,540	\$58.62	\$3,435	\$36.35	\$2,105	\$22.28
DIFFERENCE		\$332	-\$4.12	\$206	-\$2.56	\$126	-\$1.57

*All Costs in Million Dollars

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



Figure 1

ATTACHMENT 6

ACTION MINUTES FOR THE MEETING OF APRIL 7, 2022



Regular Meeting of the Metro Commission

and Metro Wastewater JPA

Zoom Meeting Held Online

April 7, 2022

Minutes

Chairman Jones called the meeting to order at 12:15 p.m. A quorum of the Metro Wastewater JPA and Metro Commission was declared, and the following representatives were present:

1. ROLL CALL

<u>Agencies</u>	<u>Representatives</u>	<u>Alternate</u>
City of Chula Vista	Jill Galvez	
City of Coronado	Marvin Heinze	
City of Del Mar	Dan Quirk (absent)	Joe Bride
City of El Cajon	Gary Kendrick	
City of Imperial Beach	Ed Spriggs	
City of La Mesa	Bill Baber	
Lemon Grove San District	Jerry Jones	
City of National City	Jose Rodriguez (absent)	Carla Hutchinson
City of Poway	John Mullin	
County of San Diego	Joel Anderson	
Otay Water District	Mark Robak	
Padre Dam MWD	Jim Peasley	(Doug Wilson)
Metro TAC Chair	Beth Gentry	

Others present: Metro JPA General Counsel Nicholaus Norvell - BBK Law Metro Commission/Metro Wastewater JPA Secretary Lori Anne Peoples Beth Gentry – City of Chula Vista Yazmin Arellano and Blake Berringer - City of El Cajon No one present – City of Imperial Beach Hamed Hashemian– City of La Mesa No one present – Lemon Grove Sanitation District Carla Hutchinson – City of National City Bob Kennedy – Otay Water District Doug Wilson and Paul Clarke – Padre Dam Municipal Water District Jessica Parks and Troy DePriest – Poway Tom Rosales, Amy Dorman, Adam Jones, Akram Bassyouni, Tung Phung, CS Williams, Joy Newman, Andrea Demich, Greg Kazmer and Doug Owen - City of San Diego and Carolyn Gino – Chief Deputy City Attorney, City of San Diego Peejay Tubongbanua and Bill Morgan – County of San Diego Metro JPA Staff & Consultants: Lee Ann Jones-Santos – Treasurer Scott Tulloch and Carmen Kasner – NV5 Karyn Keze – The Keze Group, LLC. Dexter Wilson and Fernando Fregoso from Dexter Wilson Engineering

2. PLEDGE OF ALLEGIANCE TO THE FLAG

Vice Chair Peasley of Padre Dam led the pledge.

3. PUBLIC COMMENT

None

4. **ACTION: CONSIDERATION AND POSSIBLE ACTION TO MAKE FINDINGS TO CONTINUE HOLDING REMOTE/TELECONFERENCE MEETINGS PURSUANT TO ASSEMBLY BILL 361**

General Counsel Norvell provided an overview of the findings needed pursuant to AB 361.

ACTION: Motion Director Anderson, seconded by Vice Chair Peasley, the findings be approved. Carried unanimously

5. **ACTION: CONSIDERATION AND POSSIBLE ACTION TO APPROVE THE MINUTES OF THE REGULAR MEETING OF MARCH 3, 2022**

ACTION: Motion Director Anderson, second by Vice Chair Peasley, the Minutes of March 3, 2022, be approved. Motion carried unanimously

6. **ACTION: CONSIDERATION AND POSSIBLE ACTION TO APPROVE THE PUDs LATEST FIVE-YEAR FINANCIAL PROJECTION**

Adam Jones, City of San Diego provided a brief verbal overview of his PowerPoint presentation (included in the agenda package). He noted that the presentation had been modified from what was previously shown to the MetroTAC and San Diego City Council to show solely wastewater.

Karyn Keze noted she was working very hard to separate the numbers and that this was a reimbursement program and that the JPA should protect their agencies incase any problems arose in getting reimbursement via the State Revolving Fund Loans. She noted the average is 81 million but it fluctuates and suggested the January estimate for FY 2023 be used as a baseline for rate cases for the next 4 years as the January estimate was 84.5 million versus 81 million. She further noted that she would be sending a detail out to all agencies to assist them.

ACTION: Since this item had already gone to San Diego City Council, no action was taken as it was not necessarily required.

Karyn Keze noted that this was only the second year we had received these projections so it probably should have been listed as an informational report.

7. **ACTION: CONSIDERATION AND POSSIBLE ACTION TO APPROVE THE PROPOSED MODIFICATIONS TO THE METRO JPA BYLAWS; RECEIVED DIRECTION REGARDING POLICY AND PROCEDURES MANUAL**

General Counsel Nick Norvell provided a PowerPoint overview of the item noting that the proposal had been brought before the JPA a few months back and an opportunity to review and bring it current was requested. He then provided a verbal summary of the proposed updates noting that a clean version had been included in the agenda package and referenced that a redline version had been sent out this morning. The first change proposed is to add Article VII regarding meeting procedures, including preparation of agendas and how Board Members can add agenda items that do and do not require staff/consultant time 2. Adds Article VIII regarding quorum and voting (consistent with the JPA Agreement) 3. Adds Article IX regarding sharing of confidential information from closed session with Member Agencies' legal counsel legislative bodies 4. Adds Article X regarding Board committees, including how committees are established and appointed. Additional changes include the removing of the section on "Advisory

Directors” updates to the MetroTAC definition updates to the mailing address and Adds additional procedures re Board reimbursements required by law. He then noted that during the discussion that was held at MetroTAC, the question came up as to whether the JPA should have a comprehensive place where policies and procedures are contained. Currently there are a number of separate policies and procedures that are posted on the website but there is not a comprehensive place where they are found or gathered, nor a consistent format or approach to them. The request is for direction as to whether the board would like a “comprehensive policies and procedures manual” that can be updated as policies and procedures are revised in the future. This would assist future staff and Boards and would include the Bylaws Policy on Debt Service and Operating Reserves Record Retention Conflict of Interest Code Social Media Policy Check Signing Policy etc.

Recommendations are:

1. Consider approval of the proposed updates to the Metro JPA Bylaws as presented.
2. Consider providing direction regarding the creation of a comprehensive Policies & Procedures Manual for Metro JPA.

Director Baber stated he would definitely move Item 1.

Karyn Keze stated that she had been pushing for Item 2 as she felt she was the only one who had all of the policies and knew where they were and encouraged the JPA to approve Item 2 so that everyone would have access to these in one place.

Director Baber stated he would also add Item 2 to his motion.

Chair Jones inquired as to whether a vote was needed and stated he had some suggestions to be added which included 1. he would like to increase the per diems per member to 4 meetings per month instead of 3 2. Page 4 of the redline document, section ii - it says reimbursement of actual and necessary expenses incurred in the performance of duties in the course of serving as a Director of the JPA as approved by a motion of the Board of Directors and should say by “action” of the Board of Directors Page 6 should include language regarding items to be included have relevance to business of the JPA (General Counsel stated he could import language from the JPA Agreement). Lastly regarding the Ad Hoc committee language says the Chair would do the appointment but feels it should be that the Chair would put nominees up but the Board would make the actual appointments by action. Also, he is a definite YES on the policies and procedures manual.

Director Spriggs stated he did not agree with adding language regarding relevancy to be included on the agenda.

Director Kendrick stated he had experienced this previously in El Cajon and the time to do this is before there is an issue.

Director Spriggs expressed concerns with perhaps new members wanting to review something that had been addressed in the past and this having the ability to be restrictively against that member.

Director Mullin suggested perhaps requiring a vote of 2 Directors to determine relevancy to add an item onto the agenda.

Director Baber expressed agreement with Director Mullins suggestion.

ACTION: Vice Chair Peasley moved to approve Item 2 for preparation and bring it back the Board for approval, seconded by Director Mullin, carried unanimously with Coronado and Del Mar absent.

Director Mullin moved to approve Item 1 as presented with the change to make a Board initiated agenda items require 2 Board members approval to add. Director Baber seconded the motion. Maker and second concurred to amend their motion to include each item requested by the Chair and add that requirement of 2 Board members to initiated an agenda item and General Counsel to make the requested changes. Amended motion carried unanimously

8. ACTION: CONSIDERATION AND POSSIBLE ACTION TO APPROVE PURE WATER PROGRAM PHASE 2 COST SPLIT

Dexter Wilson provided a brief verbal overview of the PowerPoint presentation included in the agenda package. He noted that Phase 1 included a 50/50 cost split for items that could not be assigned. For Phase 2, the presentation asks the JPA to approve a different cost split number for similar items and to establish a number that hopefully won't change that much throughout the program. He then provided a review of Alternate 1E and split between water and wastewater items and noted they came up with a 62/38 split.

At the conclusion of the presentation, he requested the JPA take action to approve the proposed split to be used going forward to prevent a larger reconciliation in more that a decade from now and noted that both MetroTAC and the JPA Ad Hoc committee had approved this also.

ACTION: Vice Chair Peasley moved to approve proposed split of 62/38, seconded by Director Mullin, carried unanimously with Coronado, Del Mar and Otay absent.

Items 11 and 13B were heard here.

9. PRESENTATION: PURE WATER EARLY SITE WORK CHANGE ORDER SUMMARY AND PROJECT CLOSE OUT

Akram Bassyouni, Deputy Director, Engineering & Capital Projects, City of San Diego provided a brief verbal overview of his PowerPoint presentation which was provided to the members prior to the meeting and posted to the website.

He provided the project background which included: NCWRP Early Siteworks is a component of North City Phase 1 delivery of 30 mgd of Pure Water the Early Siteworks project was initiated because work at the Pure Water Facility and Water Reclamation Plant were determined to impact the critical path of the entire Pure water Project. Notice to Proceed was on May 28, 2019 early site work included clearing and grubbing of the Pure Water Facility site and mass grading, electrical work, and the relocation of portions of the Pure Water Demonstration Plant at the Water Reclamation plant total contract was initially for 16,403,300.00 after 10 Change Orders the project was completed for 17,587,511.14. This was followed by several photos. He then provided a summary of the Change Orders which included: delays due to litigation (site stabilizing BMPs, CM trailer differing site conditions (soil disposal, utility conflicts, elevation differences, additional BMP unforeseen conditions of existing equipment (BAC tanks, under drains, existing switchgear and lastly, modifications (drainage in headworks, additional corrosion

protection, ozone piping relocation. After this he provided the Change Order Overview, a chart with the individual change orders, how much of the cost was wastewater, how much was water and the total cost. There was an accounting correction reflected to be in the process to Change Order 8 Item 2 which was listed as 100 wastewater cost. After corrected accounting the total Change Orders was 523,969.22 Wastewater and 660,241.92 Water.

Karyn Keze stated that this was the 1st project to close out and she Dexter and Adam are reviewing all final cost allocations agreed to prior to bringing this to the JPA. They are continuing their due diligence

10. UPDATE: INDUSTRIAL WASTEWATER CONTROL COMMITTEE

MetroTAC Chair and Industrial Wastewater Control Committee Chair Beth Gentry of Chula Vista stated that the pretreatment high level changes were presented to the Metro JPA Ad Hoc committee with the plan to put them in the ARA with San Diego directly taking on most of the responsibilities for the pretreatment rather than the JPA members.

This item was heard prior to Item 9

11. UPDATE: METRO WASTEWATER

a. Pt. Loma Treatment Plant Road

Tom Rosales, City of San Diego stated that they have built additional funding into their effort to start working on an RFP and eventual long term plans for the road.

b. April 10, 2020 Spill Update

Tom Rosales, City of San Diego stated that the city sent their letter with follow up information to the Regional Board after their meetings and received additional questions regarding the environmental assessment they proposed to do in the effected area. They have hired Dudek to do the assessment. They will meet with the Regional Board to review the information once received.

c. Capital Program Master Planning Process Overview and Status

Tom Rosales, City of San Diego stated that they selected CVM in the fall of 2021 and are hoping for a June Council meeting to get the contract approved.

**12. UPDATE: METRO CAPITAL IMPROVEMENT PROGRAM AND FUNDING SOURCES
2nd QUARTER FY2022**

Chair Jones continued this item to the next meeting.

13. UPDATES: PURE WATER PROGRAM

A. PURE WATER PHASES 1 & 2 DESIGN & CONSTRUCTION

Amy Dorman, City of San Diego provided brief verbal overview of the table that was included in the agenda package and is updated quarterly. It provided a snapshot of where they stood on each of the contracts. She additionally noted that these were only

hard construction costs and did not include soft costs or any engineering or environmental compliance costs.

This item was heard prior to Item 9

B. SECONDARY EQUIVALENCY LEGISLATION

Tom Rosales stated they had received notification that the language was not included in the omnibus. They have sent in their application for the waiver on March 28, 2022. They are coordinating next steps with the City Governors Affairs Office to determine what process they will take next.

14. REPORT: METRO TAC UPDATE/REPORT

MetroTAC Chair Beth Gentry noted that several of the items heard today had previously been heard by TAC and had been approved to come forward. She also noted that in the MetroTAC Workplan was updated and included in the packet and the last page included the updated sewer rates for the Participating Agencies dated January 1, 2022.

15. REPORT: AD HOC COMMITTEE ON SECOND AMENDED AND RESTATED METRO AGREEMENT

Chair Jones stated that the majority of the meeting discussion revolved around the proposed new cost split rate of 62/38.

16. REPORT: IROC UPDATE

Chair Jones stated that the IROC had heard the same item on the PUDs Five Year Forecast as was heard today.

Director Mullin left the meeting at approximately 1:57 p.m.

17. REPORT: FINANCE COMMITTEE

Karyn Keze reminded the Finance Committee that this was budget season and the draft budget and accompanying items would be going to the MetroTAC and then coming to the Finance Committee Meeting on April 27, 2022 at 10 a.m. via Zoom and that they will receive their agendas the week prior to the meeting.

18. REPORT: GENERAL COUNSEL

No report.

19. PROPOSED AGENDA ITEMS FOR THE NEXT METRO COMMISSION/METRO WASTEWATER JPA MEETING MAY 5, 2022

None

20. METRO COMMISSIONERS' AND JPA BOARD MEMBERS' COMMENTS

None

21. ADJOURNMENT

There being no further business, Chair Jones declared the meeting adjourned at 2:05 p.m.

ATTACHMENT 7

FINANCE COMMITTEE

FY 2022 ITEMS

ATTACHMENT 7a

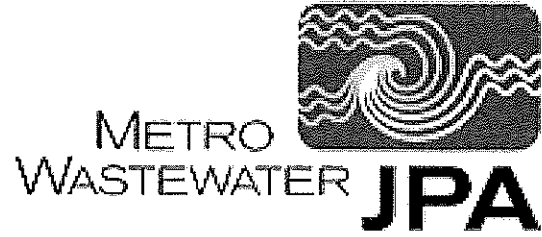
METRO WASTEWATER

JPA TREASURERS

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

Beginning Cash Balance at July 1, 2021	\$ 567,325
Operating Results	
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>
Cash used in Operations	<u>(55,461)</u>
Ending Cash Balance at February 28, 2022	<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
<u>ASSETS</u>			
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>
<u>LIABILITIES</u>			
Accounts Payable	\$ 8,264	\$ 11,920	\$ 3,656
Unearned Membership Billings	-	-	-
Total Liabilities	<u>\$ -</u>	<u>\$ 11,920</u>	<u>\$ 3,656</u>
<u>NET POSITION</u>			
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>
TOTAL LIABILITIES & NET POSITION	<u>\$ 575,021</u>	<u>\$ 541,388</u>	<u>\$ (33,633)</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	
Income				
Membership Dues	\$ 225,258	\$ 220,470	\$ 4,788	
Interest Income	-	67	(67)	
Total Income	<u>\$ 225,258</u>	<u>\$ 220,537</u>	<u>\$ 4,721</u>	
Expense				
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	
Total Expense	<u>\$ 262,547</u>	<u>\$ 276,300</u>	<u>\$ (13,753)</u>	
Net Income (Loss)	<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	-
------------------	---

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 ĩ à

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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

**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, by and between the METRO WASTEWATER JOINT POWERS AUTHORITY (hereinafter referred to as the "Metro JPA"), a joint powers authority organized and operating pursuant to California Government Code section 6500 *et seq.*, and Dexter Wilson Engineering, Inc. (hereinafter referred to as "Consultant"). Metro JPA and Consultant are sometimes referred to individually as "Party" and collectively as "Parties."

RECITALS

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

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

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

AGREEMENT

NOW THEREFORE, IT IS AGREED AS FOLLOWS:

1. Services.

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

2. Compensation.

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

b. In no event shall the total amount paid for services rendered by Consultant pursuant to Exhibit "A" exceed **\$116,700** without the written approval of Metro JPA. Periodic payments shall be made within thirty (30) days of receipt of a statement for services rendered. Payments to Consultant for work performed will be made on a monthly billing basis.

3. Additional Work.

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

4. Substitution of Key Personnel.

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

5. Maintenance of Records.

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

6. Time of Performance; Term.

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

7. Delays in Performance.

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

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

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

9. Standard of Care.

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

10. Assignment and Subconsultant.

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

11. Independent Consultant.

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

12. Insurance.

a. Commercial General Liability.

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

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

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

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

(1) Bodily Injury and Property Damage

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

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

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

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

b. Automobile Liability.

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

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

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

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

c. Workers' Compensation/Employer's Liability.

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

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

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

d. Professional Liability (Errors and Omissions)

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

e. Minimum Policy Limits Required

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

Combined Single Limit

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

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

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

f. Evidence Required.

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

g. Policy Provisions Required.

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

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

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

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

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

h. Qualifying Insurers.

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

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

i. Additional Insurance Provisions.

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

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

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

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

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

13. Indemnification.

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

14. California Labor Code Requirements.

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

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

15. Laws, Venue, and Attorneys' Fees.

This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this agreement, the action

shall be brought in a state or federal court situated in the County of San Diego, State of California. In the event of any such litigation between the Parties, the prevailing party shall be entitled to recover all reasonable costs incurred, including reasonable attorney's fees, as determined by the court.

16. Termination or Abandonment.

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

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

17. Documents.

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

18. Organization.

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

19. Notice.

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

METRO JPA:	CONSULTANT:
Metro Wastewater JPA c/o National City City Hall 1243 National City Blvd. National City, CA 91950 Attn: Roberto Yano, City of National City	Dexter Wilson Engineering 2234 Faraday Ave. Carlsbad, CA 92008 Attn: Dexter S. Wilson

and shall be effective upon receipt thereof.

20. Third Party Rights.

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

21. Severability.

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

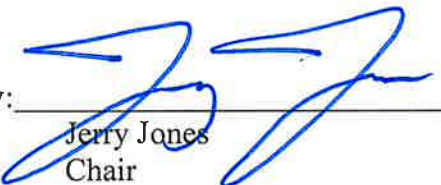
22. Integration.

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


[SIGNATURES ON FOLLOWING PAGE]

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

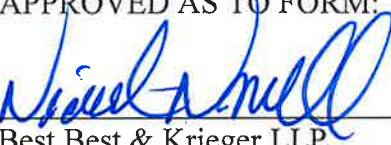
METRO WASTEWATER JPA:

By: 
Jerry Jones
Chair

DEXTER WILSON ENGINEERING, INC.:

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

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.

EXHIBIT B
Schedule of Charges – FY 2021-22

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

Summary of Hours by Task:

Task 1— Estimated 10 hours per month.	Task 5 — 50 hours total.
Task 2 — Estimated 5 hours per month.	Task 6 — 50 hours total.
Task 3 — Estimated 5 hours per month.	Task 7 — 50 hours total.
Task 4 — Estimated 10 hours per month.	

Task	Professional	Technical	Clerical	Total
1	120	0	0	120
2	60	0	0	60
3	60	0	30	90
4	120	0	0	120
5	50	0	0	50
6	50	0	0	50
7	50	0	0	50
TOTAL	510	0	30	540

Summary of Costs by Task

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

EXHIBIT "B" (cont.)

Schedule of Charges

CLASSIFICATION	HOURLY RATE
Office Personnel:	
Planning/Design	
Principal Engineer (RCE)	\$225.00
Managing Engineer (RCE)	\$215.00
Project Engineer (RCE)	\$195.00
Senior Engineer (RCE)	\$170.00
Design Engineer (RCE)	\$130.00
Associate Engineer II	\$120.00
Associate Engineer I	\$110.00
Engineering Aide II	\$110.00
Engineering Aide I	\$ 95.00
Drafting/Design	
Senior Designer	\$120.00
Senior Drafter	\$105.00
Drafter II	\$ 90.00
Drafter I	\$ 80.00
Clerical	\$ 65.00

EXHIBIT “C”
Insurance Certificates

Insurance documentation is included on the following pages.

ATTACHMENT 7c

BUDGET

ADJUSTMENT/

CONTRACT

AMENDMENT

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 Keese

APPROVED AS TO FORM:

By: _____
General Counsel
Metro Wastewater JPA

**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, 2021, by and between the METRO WASTEWATER JOINT POWERS AUTHORITY (hereinafter referred to as the "Metro JPA"), a joint powers authority organized and operating pursuant to California Government Code section 6500 *et seq.*, and The Keze Group LLC (hereinafter referred to as "Consultant"). Metro JPA and Consultant are sometimes referred to individually as "Party" and collectively as "Parties."

RECITALS

A. Metro JPA is a public agency of the State of California and is in need of professional services for the following project: As-needed Technical, Financial, and Administrative Support services for the fiscal year of 2021-2022 as set forth in more detail herein.

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

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

AGREEMENT

NOW THEREFORE, IT IS AGREED AS FOLLOWS:

1. Services.

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

2. Compensation.

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

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

3. Additional Work.

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

4. Substitution of Key Personnel.

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

5. Maintenance of Records.

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

6. Time of Performance; Term.

Consultant shall commence and perform the Services in a prompt and timely manner and shall commence performance beginning July 1, 2021. This Agreement shall terminate on June 30, 2022, 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:

METRO JPA:	CONSULTANT:
Metro Wastewater JPA c/o National City City Hall 1243 National City Blvd. National City, CA 91950 Attn: Roberto Yano, City of National City	The Keze Group, LLC 1801 E 51st Street, Suite 365, Unit 522 Austin, TX 78723 Attn: Karyn Keese

and shall be effective upon receipt thereof.

19. Third Party Rights.

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

20. Severability.

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

21. Integration.

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

SIGNATURES ON FOLLOWING PAGE(S)

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

METRO WASTEWATER JPA:

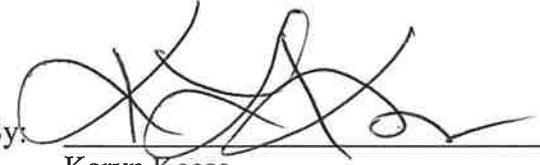
By:



Jerry Jones
Chair

THE KEZE GROUP, LLC

By:



Karyn Keese

APPROVED AS TO FORM:



Best Best & Krieger LLP
General Counsel
METRO WASTEWATER JPA

EXHIBIT “A”

Scope of Services

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

I. SCOPE OF SERVICES

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

A. Routine Services

The routine services will include the following tasks:

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

B. Routine Audit Review – Public Utilities Department (PUD), Wastewater Operations Branch Exhibit E Audit Review – FYs 2020 and 2021

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 reconciliation of Pure Water Program task orders and construction project final bid costs to revise their original cost allocation and insure that only appropriate Metro costs have/had been charged to the PAs). During the FY 2021 audit the 50/50 Phase I Pure Water Program cost allocation will be revised and all associated costs from FY 2014 (project inception) to June 30, 2021 will be reviewed and adjusted once all 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%.
 8. Review South Bay recycled water sales and incentives to insure that appropriate revenues are credited to the PAs. Review other income credits to insure that non-operating revenues are credited to the PAs.
 9. Review the draft and final audit numbers and sample test results. Review the administrative protocol calculations to insure proper allocation of revenues and expenses to the PAs. Prepare list of questions and work on resolution of issues regarding samples.
 10. Present the results to the Metro Finance Committee, Metro TAC, and Metro Wastewater JPA.
 11. Monitor closeout process to insure timely payment of refunds (if any) and the accuracy of any additional billings' (if any) to PAs.
- C. Routine Review of MWWWD Budget – FY 2021 and 2022
1. Line item review of the proposed CIP projects to verify that they are a part of the Wastewater Agreement. Provide a preliminary review of the O&M costs to identify areas of concern for the PAs.
 2. Identify budget items that show major deviation from previous years, and discuss these deviations with the City.
 3. Attend meetings with the City of San Diego Public Utilities staff to identify the nature and magnitude of the budget items.
 4. Provide updates on budget issues to the Metro TAC, the Finance Committee, and the Metro Wastewater JPA meetings.
- D. FY 2021 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 2022. Included in the water rate case will be the review of recycled water rates. As these are PA revenues coordination with PUD staff and their consultant is anticipated.

E. Pure Water Program Support – This task includes 10 hours per month to assist in financial facilitation of Phase I and II of the Pure Water Program. Envisioned subtasks include revisions to the Pure Water Program financial forecast model to update project costs, financing, and timing based on program costs from construction bids anticipated in FY 2021 and FY 2022 and revenue sharing; implementation of the financial “parking lot” items contained in the Amended Restated Agreement; assistance with negotiations for the 2nd Amended Restated Agreement; and continued cost allocation monitoring and updates of all Pure Water purchase/task orders for both O&M and capital projects.

F. Metro TAC and JPA Staff Support – This task includes 12 hours per month for financial analysis and consulting in support of varied Metro TAC Work Plan and JPA projects. TKG will support, as-needed, the items contained in the Metro TAC FY 2022 Work Plan. Some anticipated work tasks include the creation of a billing formula for any PA that diverts their flow from the Metro System for the remaining debt service associated with existing Metro Clean Water facilities and for ongoing capital projects required to maintain them. In addition, the billing Protocol will need to be revised to reflect the cash flow needed for Pure Water Program costs.

II. ADDITIONAL SERVICES AS REQUESTED

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

EXHIBIT “B”

Schedule of Charges

The proposed budget for the described scope of services is not-to-exceed \$77,600 for Fiscal Year Ending 2022, which is the same as FY 2021. The hours and fees per task are summarized in Attachment A to this Schedule of Charges. The hourly billing rate remains unchanged at \$160.

Attachment A to Schedule of Charges

Attachment A
Summary of Costs by Tasks
Metro JPA Draft Contract FYE 2022

Task	Description	Proposed FY 2022	
		Budget Amount	Budget Hours
1	Routine Meetings	\$ 12,000	75
2	Exhibit E Audit Review	\$ 16,000	100
3	Review of PUD Budget	\$ 4,800	30
4	FYE 2019 Water and Wastewater Rate Case	\$ 2,560	16
5	Pure Water Program Cost Allocation	\$ 19,200	120
6	Metro TAC & JPA Staff Support	\$ 23,040	144
	Direct Expense		
	TOTAL	\$77,600	485

EXHIBIT “C”

Insurance Certificates

Insurance documentation is included on the following pages.

ATTACHMENT 7d

CHANGE IN KEY
PERSONNEL 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.

Sincerely,
NV5, Inc.



Julian Palacios, PE
Engineering Manager

227520-0000860.00

ATTACHMENT 8

FINANCE COMMITTEE

FY 2023 ITEMS

ATTACHMENT 8a

FY 2023 METRO
WASTEWATER JPA
BUDGET



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
					\$	%				
Income										
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)	
Total Income	\$ 225,553	\$ 145,464	\$ 408,011	\$ 465,990	\$ (57,979)	-12%	\$ 628,455	\$ 220,444	\$ 162,465	
Expense										
Administrative Assistant-LP	\$ 5,335 ⁽¹⁾	\$ 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 ⁽¹⁾	-	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 ⁽³⁾	40,010	92,450	77,600	14,850	19%	100,000	7,550	22,400	
Treasurer - Padre Dam/El Cajon	5,528 ⁽³⁾	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 ⁽³⁾	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 ⁽³⁾	51,055	141,700	116,700	25,000	21%	141,700	-	25,000	
Engineering - NV5	7,950 ⁽²⁾	9,975	17,925	30,000	(12,075)	-40%	30,000	12,075	-	
Legal - Procopio	49,680 ⁽³⁾	11,000	60,680	65,000	(4,320)	-7%	150,000	89,320	85,000	
Legal - BB&K	20,887 ⁽³⁾	6,962	27,849	60,000	(32,151)	-54%	60,000	32,151	-	
Paul Redvers Brown	8,990 ⁽²⁾	10,000	18,990	24,900	(5,910)	-24%	24,900	5,910	-	
Telephone, Internet, Software	762 ⁽¹⁾	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	
Total Expense	\$ 262,547	\$ 145,464	\$ 408,011	\$ 465,990	\$ (57,979)	-12%	\$ 628,455	\$ 220,444	\$ 162,465	
Net Income (Loss)	\$ (36,994)	\$ (0)	\$ (0)	\$ -	\$ (0)	0%	\$ -	\$ 0	\$ -	

(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 and Future 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
Income						
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)	-	-	-
Total Income	\$ 628,455	\$ 220,444	\$ 162,465	\$ 431,055	\$ 443,055	\$ 431,055
Expense						
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
Total Expense	\$ 628,455	\$ 220,444	\$ 162,465	\$ 431,055	\$ 443,055	\$ 431,055
Net Income (Loss)	\$ -	\$ 0	\$ -	\$ -	\$ -	\$ -

METRO WASTEWATER JPA

ALTERNATIVE AGENCY FY'23 BILLINGS WITHOUT FY2020 TRUE-UP

FY'22					FY'23				
Agency						Total Agency Billing Without Reserves		Total Agency Billing With Reserves	
	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	Billing	Difference From Prior Year	Billing	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 8b

PROFESSIONAL

SERVICES AGMT

THE KEZE GROUP, LLC

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

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 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 2021-2022~~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**~~Keese~~[Keze](#).

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, 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 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:

METRO JPA:	CONSULTANT:
Metro Wastewater JPA e/o National City City Hall P.O. Box 1072 1243 National City Blvd. National City, CA 91950 91951 Attn: Roberto Yano, City of National City Metro TAC Chair	The Keze Group, LLC 1801 E 51st Street, Suite 365, Unit 522 Austin, TX 78723 Attn: Karyn Keese 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:

By: _____
Jerry Jones
Chair

THE KEZE GROUP, LLC:

By: _____
Karyn ~~Keese~~Keze

APPROVED AS TO FORM:

Best Best & Krieger, LLP
~~Paula C. P. de Sousa,~~ 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 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 – ~~FYs 2020 and 2021~~

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 and ~~insure~~ensure that only appropriate Metro costs have/had been charged to the PAs). During the ~~FY 2021 audit the 50/50 Phase I Pure Water Program cost allocation will be revised and all associated costs from FY 2014 (project inception) to June 30, 2021 will be reviewed and adjusted once all 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%.~~ 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—FY 2021 and 2022~~ 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. FY 2021 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 2022. 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 ~~1020~~1020 hours per month to ~~assist~~cover the projects and meetings required to facilitate conclusion and adoption of the 2nd ARA and of assistance in financial ~~facilitation~~oversite 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 FY 2022 and revenue sharing;~~

~~implementation of the financial~~ existing ARA's financial sections which include the
"parking lot" items ~~contained in the Amended Restated Agreement; assistance with~~
~~negotiations for the 2nd Amended Restated Agreement~~; and continued cost
allocation monitoring and updates of all Pure Water purchase/task orders for both
O&M and capital projects.

- F. Metro TAC 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 2022~~ 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 2022, which is the same as FY 2021. 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 2022

Attachment A

Task	Description	Proposed FY 2022	
		Budget Amount	Budget Hours
1	Routine Meetings	\$ 12,000	75
2	Exhibit E Audit Review	\$ 16,000	100
3	Review of PUD Budget	\$ 4,800	30
4	FYE 2019 Water and Wastewater Rate Case	\$ 2,560	16
5	Pure Water Program Cost Allocation	\$ 19,200	120
6	Metro TAC & JPA Staff Support	\$ 23,040	144
	Direct Expense		
	TOTAL	\$77,600	485

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		
	TOTAL	625	\$100,000

EXHIBIT “C”

Insurance Certificates

Insurance documentation is included on the following pages.

Summary report: Litera Compare for Word 11.1.0.69 Document comparison done on 4/29/2022 12:11:13 PM	
Style name: Default Style	
Intelligent Table Comparison: Active	
Original DMS: iw://bbklaw-mobility.imanage.work/iManage/33827992/2	
Modified DMS: iw://bbklaw-mobility.imanage.work/iManage/34965092/1	
Changes:	
Add	71
Delete	50
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.)	1
Embedded Excel	0
Format changes	0
Total Changes:	122

ATTACHMENT 8c

PROFESSIONAL
SERVICES AGMT

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.

(Modified graphics)

2022 CHARGE RATE SCHEDULE

N|V|5

Technical Services

Engineering Aide/Planning Aide	\$85.00/hour
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
Senior GIS Analyst I	\$180.00/hour
Senior GIS Analyst II	\$180.00/hour
CADD Technician III	\$130.00/hour
Sr. CADD Technician/Designer	\$145.00/hour
Design Supervisor	\$230.00/hour
Principal Technician I	\$220.00/hour
Senior Technician II	\$205.00/hour
Senior Analyst	\$195.00/hour
Senior GIS Analyst	\$185.00/hour
Staff III	\$175.00/hour
Staff II	\$165.00/hour
Staff I or Engineer / Planner / Scientist / Surveyor	\$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	\$105.00/hour
Specialist II	\$95.00/hour
Specialist I	\$85.00/hour
Project Analyst III	\$195.00/hour
Community Outreach	\$80.00/hour
Project Assistant I	\$80.00/hour
Integrative 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	\$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
Account Coordinator	\$100.00/hour

*Field rates are based on "Prevailing Wage" as determined 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.

Summary report: Litera Compare for Word 11.1.0.69 Document comparison done on 4/13/2022 7:16:59 PM	
Style name: Default Style	
Intelligent Table Comparison: Active	
Original DMS: iw://imanager/iManage/33820678/2	
Modified DMS: iw://imanager/iManage/34967093/1	
Changes:	
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
Total Changes:	135

ATTACHMENT 8d

PROFESSIONAL
SERVICES AGMT
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:

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

and shall be effective upon receipt thereof.

20. Third Party Rights.

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

21. Severability.

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

22. Integration.

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

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
TOTAL	620	0	24	644	\$141,060

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
TOTAL	620	0	24	644	\$141,060

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
TOTAL	620	0	24	644	\$141,060

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
TOTAL	620	0	24	644	\$141,060

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
TOTAL	510	0	30	540

Summary of Costs by Task

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

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 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.

Summary report: Litera Compare for Word 11.1.0.69 Document comparison done on 4/11/2022 4:15:30 PM	
Style name: Default Style	
Intelligent Table Comparison: Active	
Original DMS: iw://imanager/iManage/33827779/2	
Modified DMS: iw://imanager/iManage/34967014/1	
Changes:	
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
Total Changes:	64

ATTACHMENT 8e

PROFESSIONAL
SERVICES AGMT
GRANICUS FOR
WEBSITE

**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:

METRO JPA:	CONSULTANT:
Metro Wastewater JPA e/o National City City Hall <u>P.O. Box 1072</u> 1243 National City Blvd. National City, CA 91950 <u>91951</u> Attn: Roberto Yano, City of National City <u>Metro TAC Chair</u>	Granicus LLC Contracts 408 St. Peter Street, Suite 600 St. Paul, MN 55102 Attn: Contracts

and shall be effective upon receipt thereof.

18. Third Party Rights.

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

19. Severability.

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

20. Integration.

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

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, 2021 <u>2022</u> – June 30, 2022 <u>2023</u>	\$ 2,885.15 <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.

Summary report: Litera Compare for Word 11.1.0.69 Document comparison done on 4/13/2022 7:32:53 PM	
Style name: Default Style	
Intelligent Table Comparison: Active	
Original DMS: iw://imanager/iManage/33868937/2	
Modified DMS: iw://imanager/iManage/34967253/1	
Changes:	
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
Total Changes:	33

ATTACHMENT 8f

AMENDMENT TO
AGREEMENT FOR
ADMIN SUPPORT SVS
LORI ANNE PEOPLES

**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

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

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

RECITALS

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

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

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

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

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

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

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

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

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

AGREEMENT

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

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

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

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

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

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

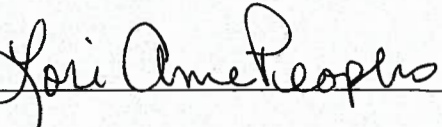
[Signatures on following page]

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

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

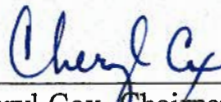
Dated: 3-6-2014

Lori Anne Peoples

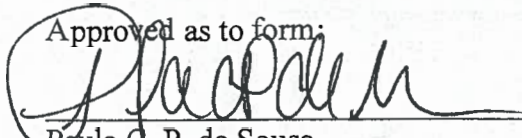
By: 

Dated: March 6, 2014

Metro Wastewater Joint Powers Authority

By: 
Cheryl Cox, Chairperson

Approved as to form:


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

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

THIS FIRST AMENDMENT ("Amendment") is made and entered into this 2nd day of June, 2016, by and between the Metro Wastewater Joint Powers Authority, existing and organized pursuant to the provisions of Government Code section 6500 *et seq.* ("Metro JPA") and Lori Anne Peoples ("Ms. Peoples"). Metro JPA and Ms. Peoples are sometimes individually referred to herein as the "Party" and collectively as the "Parties."

RECITALS

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

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

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

D. Section 4 of the Agreement states that Ms. Peoples will spend approximately twenty (20) hours per month providing Administrative Services to Metro Commission during the Term of the Agreement, and approximately four (4) hours per month providing Administrative Services to Metro JPA and Metro TAC during the Term of the Agreement.

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

F. Both Metro JPA and Ms. Peoples mutually desire to amend the Agreement to increase the estimated number of hours Ms. Peoples will spend providing Administrative Services to Metro JPA and Metro TAC to reflect that Ms. Peoples will assume the Metro TAC minute preparation function beginning on July 1, 2016.

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

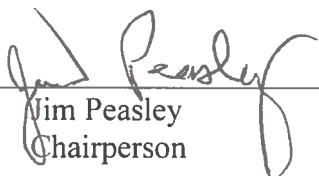
1. Section 2 of the Agreement is amended to extend the Term of the Agreement to terminate on June 30, 2018.

2. 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 four (4) hours to ten (10) hours.

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

IN WITNESS WHEREOF, this First 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:

By: 
Jim Peasley
Chairperson

LORI ANNE PEOPLES:

By: 
Lori Anne Peoples

APPROVED AS TO FORM:


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

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

THIS SECOND AMENDMENT ("Amendment") is made and entered into this 1st day of July, 2018, by and between the Metro Wastewater Joint Powers Authority, existing and organized pursuant to the provisions of Government Code section 6500 *et seq.* ("Metro JPA") and Lori Anne Peoples ("Ms. Peoples"). Metro JPA and Ms. Peoples are sometimes individually referred to herein as the "Party" and collectively as the "Parties."

RECITALS

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

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

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

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

E. In addition to extending the Term, the First Amendment 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.

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

G. Both Metro JPA and Ms. Peoples mutually desire to amend the Agreement to increase the estimated number of hours Ms. Peoples will spend providing Administrative Services to Metro JPA to reflect an increase in workload due to functions related to the Metro JPA Finance Committee.

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

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

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

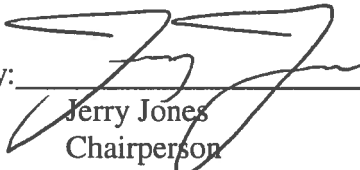
Metro JPA will provide Ms. Peoples with either a pre-paid, reloadable debit card in the amount of \$500 or a credit card with a limit of \$500, which will be used only for expenditures requisite to the conduct of the Administrative Services. Each quarter, Ms. Peoples will submit an invoice showing all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

3. 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 ten (10) hours to twelve (12) hours.

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

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

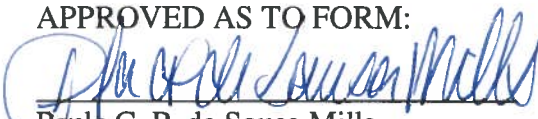
METRO WASTEWATER JPA:

By: 
Jerry Jones
Chairperson

LORI ANNE PEOPLES:

By: 
Lori Anne Peoples

APPROVED AS TO FORM:


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

ATTACHMENT 8g

REIMBURSEMENT
AGREEMENT WITH
CITY OF SAN DIEGO
FOR ADM SUPT SVS
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 Paula de Sousa Mills <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

Summary report: Litera Compare for Word 11.1.0.69 Document comparison done on 4/15/2022 11:29:44 AM	
Style name: Default Style	
Intelligent Table Comparison: Active	
Original DMS: iw://imanager/iManage/31080930/1	
Modified DMS: iw://imanager/iManage/34965865/1	
Changes:	
Add	23
Delete	11
Move From	0
Move To	0
Table Insert	0
Table Delete	0
Table moves to	0
Table moves from	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Format changes	0
Total Changes:	34

ATTACHMENT 8h

PROFESSIONAL
SERVICES

AGREEMENT

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 insureds status.

c. Workers' Compensation/Employer's Liability.

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

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

d. Professional Liability (Errors and Omissions).

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

e. Minimum Policy Limits Required

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

Combined Single Limit

Commercial General Liability	\$1,000,000 per occurrence/ \$2,000,000 aggregate for bodily injury, personal injury, and property damage
Automobile Liability	\$1,000,000 per occurrence for bodily injury and property damage
Workers' Compensation	Statutory

Employer's Liability	\$1,000,000 per occurrence
Professional Liability	\$1,000,000 per claim and aggregate (errors and omissions)

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

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

f. Evidence Required.

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

g. Policy Provisions Required.

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

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

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

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

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

h. Qualifying Insurers.

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

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

i. Additional Insurance Provisions.

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

(ii) If at any time during the life of the Agreement, any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, Metro JPA has the right but not the duty to obtain the insurance it deems necessary, and Metro JPA may cancel this Agreement if Consultant fails to comply with these specifications or cancels required insurance policies and fails to replace them.

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

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

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

13. Indemnification.

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

14. California Labor Code Requirements.

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

If the services are being performed as part of an applicable "public works" or "maintenance" project, in addition to the foregoing, then pursuant to Labor Code sections 1725.5 and 1771.1, the Consultant and all subconsultants must be registered with the Department of Industrial Relations ("DIR"). Consultant shall maintain registration for the duration of the project and require the same of any subconsultants. This Project may also be

subject to compliance monitoring and enforcement by the DIR. It shall be Consultant's sole responsibility to comply with all applicable registration and labor compliance requirements, including the submission of payroll records directly to the DIR.

15. Laws, Venue, and Attorneys' Fees.

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

16. Termination or Abandonment.

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

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

17. Documents.

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

18. Organization.

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

19. Notice.

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

METRO JPA:	CONSULTANT:
Metro Wastewater JPA c/o National City City Hall P.O. Box 1072 1243 National City Blvd. National City, CA 91950 91951 Attn: Roberto Yano, City of National City Metro TAC Chair	Paul Redvers Brown, Inc. 1612 Aryana Drive 1612 Aryana Drive Encinitas, CA 92024 Attn: 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.

Summary report: Litera Compare for Word 11.1.0.69 Document comparison done on 4/11/2022 4:41:44 PM	
Style name: Default Style	
Intelligent Table Comparison: Active	
Original DMS: iw://imanager/iManage/33958138/1	
Modified DMS: iw://imanager/iManage/34965843/1	
Changes:	
Add	10
Delete	14
Move From	0
Move To	0
Table Insert	0
Table Delete	0
Table moves to	0
Table moves from	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Format changes	0
Total Changes:	24

ATTACHMENT 8i

REIMBURSEMENT

AGREEMENT

CITY OF SAN DIEGO

PAUL REDVERS

BROWN, INC

**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

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

ATTACHMENT 8j

AGREEMENT WITH
CLIFTON LARSON
ALLEN LLP FOR
AUDITS OF METRO
JPA FOR FY 2020 &
FY 2021



CliftonLarsonAllen LLP
2965 Roosevelt Street, Suite A
Carlsbad, CA 92008

phone 760-729-2343 **fax** 760-729-2234
CLAconnect.com

March 8, 2022

Lee Ann Jones, Treasurer
Metro Wastewater JPA
9300 Fanita Parkway
Santee, CA 92072

Dear Jones:

We are pleased to confirm our understanding of the terms and objectives of our engagement and the nature and limitations of the audit and nonaudit services CliftonLarsonAllen LLP ("CLA," "we," "us," and "our") will provide for Metro Wastewater JPA ("you," "your," or "the entity") for the two year period ending June 30, 2021.

David Forman, CPA is responsible for the performance of the audit engagement.

Scope of audit services

We will audit the financial statements , including the related notes to the financial statements, which collectively comprise the basic financial statements of Metro Wastewater JPA, for the two year period ending June 30, 2021.

The Governmental Accounting Standards Board (GASB) provides for certain required supplementary information (RSI) to accompany the entity's basic financial statements. The RSI will be subjected to certain limited procedures, but will not be audited. The following RSI will be subjected to certain limited procedures, but will not be audited.

1. Management's Discussion and Analysis.

Nonaudit services

We will also provide the following nonaudit services:

- Preparation of your financial statements, related notes, and RSI.

Audit objectives

The objectives of our audit are to obtain reasonable assurance about whether the basic financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinions about whether your basic financial statements are fairly presented, in all material respects, in conformity with accounting principles generally accepted in the United States of America (U.S. GAAP). Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with auditing standards generally accepted in the United States of America (U.S. GAAS) will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

Our audit will be conducted in accordance with U.S. GAAS and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require us to be independent of the entity and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. Our audit will include tests of your accounting records and other procedures we consider necessary to enable us to express such opinions. We will apply certain limited procedures to the RSI in accordance with U.S. GAAS. However, we will not express an opinion or provide any assurance on the RSI because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

We will issue a written report upon completion of our audit of your financial statements. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinion, add an emphasis-of-matter or other-matter paragraph to our auditors' report, or if necessary, withdraw from the engagement. If our opinions on the financial statements is other than unmodified, we will discuss the reasons with you in advance. If circumstances occur related to the condition of your records, the availability of sufficient, appropriate audit evidence, or the existence of a significant risk of material misstatement of the financial statements caused by error, fraudulent financial reporting, or misappropriation of assets, which in our professional judgment prevent us from completing the audit or forming opinions on the financial statements, we retain the right to take any course of action permitted by professional standards, including declining to express opinions or issue a report, or withdrawing from the engagement.

We will also provide a report (which does not include an opinion) on internal control over financial reporting and on compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements, as required by *Government Auditing Standards*. The report on internal control over financial reporting and on compliance and other matters will include a paragraph that states (1) that the purpose of the report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The paragraph will also state that the report is not suitable for any other purpose. If during our audit we become aware that the entity is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit conducted in accordance with U.S. GAAS and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

Auditor responsibilities, procedures, and limitations

We will conduct our audit in accordance with U.S. GAAS and the standards for financial audits contained in *Government Auditing Standards*. Those standards require that we exercise professional judgment and maintain professional skepticism throughout the planning and performance of the audit. As part of our audit, we will:

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinions. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.

- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing opinions on the effectiveness of the entity's internal control. However, we will communicate to you in writing any significant deficiencies or material weaknesses in internal control relevant to the audit of the basic financial statements that we have identified during the audit.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the basic financial statements, including the amounts and disclosures, and whether the basic financial statements represent the underlying transactions and events in a manner that achieves fair presentation.
- Conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the entity's ability to continue as a going concern for a reasonable period of time.

There is an unavoidable risk, because of the inherent limitations of an audit, together with the inherent limitations of internal control, that some material misstatements may not be detected, even though the audit is properly planned and performed in accordance with U.S. GAAS and *Government Auditing Standards*. Because we will not perform a detailed examination of all transactions, material misstatements, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity, may not be detected. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not require auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management and those charged with governance of any material errors, fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management and those charged with governance of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential.

Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting fraud or errors that are material to the financial statements and to preventing and detecting misstatements resulting from noncompliance with provisions of laws, regulations, contracts, and grant agreements that have a material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*. An audit is not designed to provide assurance on internal control or to identify deficiencies, significant deficiencies, or material weaknesses in internal control. However, we will communicate to you in writing significant deficiencies or material weaknesses in internal control relevant to the audit of the basic financial statements that we identify during the audit that are required to be communicated under AICPA professional standards and *Government Auditing Standards*.

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the entity's compliance with the provisions of laws, regulations, contracts, and grant agreements that have a material effect on the financial statements. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

We will include in our report on internal control over financial reporting and on compliance relevant information about any identified or suspected instances of fraud and any identified or suspected noncompliance with provisions of laws, regulations, contracts, or grant agreements that may have occurred that are required to be communicated under *Government Auditing Standards*.

Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Management responsibilities

Our audit will be conducted on the basis that you (management and, when appropriate, those charged with governance) acknowledge and understand that you have certain responsibilities that are fundamental to the conduct of an audit.

You are responsible for the preparation and fair presentation of the financial statements and RSI in accordance with U.S. GAAP. Management's responsibilities include the selection and application of accounting principles; recording and reflecting all transactions in the financial statements; determining the reasonableness of significant accounting estimates included in the financial statements; adjusting the financial statements to correct material misstatements; and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole. In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the entity's ability to continue as a going concern for 12 months beyond the financial statement date.

You are responsible for the design, implementation, and maintenance of effective internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including evaluating and monitoring ongoing activities and safeguarding assets to help ensure that appropriate goals and objectives are met. You are responsible for the design, implementation, and maintenance of internal controls to prevent and detect fraud; assessing the risk that the financial statements may be materially misstated as a result of fraud; and for informing us about all known or suspected fraud affecting the entity involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the entity received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for implementing systems designed to achieve compliance with applicable laws and regulations and the provisions of contracts and grant agreements; identifying and ensuring that the entity complies with applicable laws, regulations, contracts, and grant agreements; and informing us of all instances of identified or suspected noncompliance whose effects on the financial statements should be considered. You are responsible

for taking timely and appropriate steps to remedy any fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements that we may report.

You are responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, including amounts and disclosures, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters, and for the accuracy and completeness of that information (including information from within and outside of the general and subsidiary ledgers), and for ensuring management information and financial information is reliable and properly reported; (2) additional information that we may request for the purpose of the audit; and (3) unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence. You agree to inform us of events occurring or facts discovered subsequent to the date of the financial statements that may affect the financial statements.

Management is responsible for providing us with a written confirmation concerning representations made by you and your staff to us in connection with the audit and the presentation of the basic financial statements and RSI. During our engagement, we will request information and explanations from you regarding, among other matters, the entity's activities, internal control, future plans, specific transactions, and accounting systems and procedures. The procedures we will perform during our engagement and the conclusions we reach as a basis for our report will be heavily influenced by the representations that we receive in the representation letter and otherwise from you. Accordingly, inaccurate, incomplete, or false representations could cause us to expend unnecessary effort or could cause a material fraud or error to go undetected by our procedures. In view of the foregoing, you agree that we shall not be responsible for any misstatements in the entity's financial statements that we may fail to detect as a result of misrepresentations made to us by you.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying for us previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the "Audit objectives" section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other engagements or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions for the report, and for the timing and format for providing that information.

Responsibilities and limitations related to nonaudit services

For all nonaudit services we may provide to you, management agrees to assume all management responsibilities; oversee the services by designating an individual, preferably within senior management, who possesses suitable skill, knowledge, and/or experience to understand and oversee the services; evaluate the adequacy and results of the services; and accept responsibility for the results of the services. Management is also responsible for ensuring that your data and records are complete and that you have received sufficient information to oversee the services.

The responsibilities and limitations related to the nonaudit services performed as part of this engagement are as follows:

March 8, 2022
Metro Wastewater JPA
Page 6

- We will prepare a draft of your financial statements, related notes, and RSI. Since the preparation and fair presentation of the financial statements and RSI is your responsibility, you will be required to acknowledge in the representation letter our assistance with preparation of the financial statements and RSI and that you have reviewed and approved the financial statements, related notes, and RSI prior to their issuance and have accepted responsibility for those financial statements and RSI. You have a responsibility to be in a position in fact and appearance to make an informed judgment on those financial statements and RSI.

These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*.

Use of financial statements

The financial statements and our report thereon are for management's use. If you intend to reproduce and publish the financial statements and our report thereon, they must be reproduced in their entirety. Inclusion of the audited financial statements in a document, such as an annual report or an offering document, should be done only with our prior approval of the document. You are responsible to provide us the opportunity to review such documents before issuance.

If the parties (i.e., you and CLA) agree that CLA will not be involved with your official statements related to municipal securities filings or other offering documents, we will require that any official statements or other offering documents issued by you with which we are not involved clearly indicate that CLA is not involved with the contents of such documents. Such disclosure should read as follows:

CliftonLarsonAllen LLP, our independent auditor, has not been engaged to perform and has not performed, since the date of its report included herein, any procedures on the financial statements addressed in that report. CliftonLarsonAllen LLP also has not performed any procedures relating to this offering document.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website or submitted on a regulator website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in those sites or to consider the consistency of other information in the electronic site with the original document.

We may issue preliminary draft financial statements to you for your review. Any preliminary draft financial statements should not be relied on or distributed.

Engagement administration and other matters

We expect to begin our audit on approximately March 2022.

We understand that your employees will prepare all confirmations, account analyses, and audit schedules we request and will locate any documents or invoices selected by us for testing.

March 8, 2022
Metro Wastewater JPA
Page 7

We will provide copies of our reports to the entity; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing confidential or sensitive information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the sole and exclusive property of CLA and constitutes confidential and proprietary information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to grantor agencies, or its designees, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of CLA personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of seven years after the report release date or for any additional period requested by the grantor agencies. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Except as permitted by the "Consent" section of this agreement, CLA will not disclose any confidential, proprietary, or privileged information of the entity to any persons without the authorization of entity management or unless required by law. This confidentiality provision does not prohibit us from disclosing your information to one or more of our affiliated companies in order to provide services that you have requested from us or from any such affiliated company. Any such affiliated company shall be subject to the same restrictions on the use and disclosure of your information as apply to us.

Professional standards require us to be independent with respect to you in the performance of these services. Any discussion that you have with our personnel regarding potential employment with you could impair our independence with respect to this engagement. Therefore, we request that you inform us prior to any such discussions so that we can implement appropriate safeguards to maintain our independence and objectivity. Further, any employment offers to any staff members working on this engagement without our prior knowledge may require substantial additional procedures to ensure our independence. You will be responsible for any additional costs incurred to perform these procedures.

Our relationship with you is limited to that described in this letter. As such, you understand and agree that we are acting solely as independent accountants. We are not acting in any way as a fiduciary or assuming any fiduciary responsibilities for you. We are not responsible for the preparation of any report to any governmental agency, or any other form, return, or report or for providing advice or any other service not specifically recited in this letter.

Our engagement ends on delivery of our signed report. Any additional services that might be requested will be a separate, new engagement. The terms and conditions of that new engagement will be governed by a new, specific engagement letter for that service.

March 8, 2022
Metro Wastewater JPA
Page 8

Government Auditing Standards require that we make our most recent external peer review report publicly available. The report is posted on our website at www.CLAconnect.com/Aboutus/.

Mediation

Any disagreement, controversy, or claim ("Dispute") that may arise out of any aspect of our services or relationship with you, including this engagement, shall be submitted to non-binding mediation by written notice ("Mediation Notice") to the other party. In mediation, we will work with you to resolve any differences voluntarily with the aid of an impartial mediator.

The mediation will be conducted as specified by the mediator and agreed upon by the parties. The parties agree to discuss their differences in good faith and to attempt, with the assistance of the mediator, to reach an amicable resolution of the Dispute.

Each party will bear its own costs in the mediation. The fees and expenses of the mediator will be shared equally by the parties.

Any Dispute will be governed by the laws of the state of Minnesota, without giving effect to choice of law principles.

Time limitation

The nature of our services makes it difficult, with the passage of time, to gather and present evidence that fully and fairly establishes the facts underlying any Dispute that may arise between the parties. The parties agree that, notwithstanding any statute or law of limitations that might otherwise apply to a Dispute, including one arising out of this agreement or the services performed under this agreement, for breach of contract or fiduciary duty, tort, fraud, misrepresentation or any other cause of action or remedy, any action or legal proceeding by you against us must be commenced within twenty-four (24) months ("Limitation Period") after the date when we deliver our final audit report under this agreement to you, regardless of whether we do other services for you relating to the audit report, or you shall be forever barred from commencing a lawsuit or obtaining any legal or equitable relief or recovery.

The Limitation Period applies and begins to run even if you have not suffered any damage or loss, or have not become aware of the existence or possible existence of a Dispute.

Fees

We estimate that our professional fees will be \$12,000. We will also bill for expenses (including travel, other costs such as report production, word processing, postage, etc., and internal and administrative charges) plus a technology and client support fee of five percent (5%) of all professional fees billed. These fees are based on anticipated cooperation from your personnel and their assistance with preparing confirmations and requested schedules. If the requested items are not available on the dates required or are not accurate, the fees and expenses will likely be higher. If unexpected circumstances require significant additional time, we will advise you before undertaking work that would require a substantial increase in the fee and expense estimates. Our invoices, including applicable state and local taxes, will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 30 days or more overdue and will not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed even if we have not issued

March 8, 2022
Metro Wastewater JPA
Page 9

our reports. You will be obligated to compensate us for all time expended and related fees and to reimburse us for all out-of-pocket expenditures through the date of termination.

Changes in accounting and audit standards

Standard setters and regulators continue to evaluate and modify standards. Such changes may result in new or revised financial reporting and disclosure requirements or expand the nature, timing, and scope of the activities we are required to perform. To the extent that the amount of time required to provide the services described in this letter increases due to such changes, our fee may need to be adjusted. We will discuss such circumstances with you prior to performing the additional work.

Changes related to COVID-19

COVID-19 continues to have significant direct and indirect impacts on financial reporting, disclosure requirements, and the nature, timing, and scope of the activities we are required to perform. To the extent that the amount of time required to provide the services described in this letter increases due to such changes, our fee may need to be adjusted. We will discuss such circumstances with you prior to performing the additional work.

Other fees

You also agree to compensate us for any time and expenses, including time and expenses of legal counsel, we may incur in responding to discovery requests or participating as a witness or otherwise in any legal, regulatory, or other proceedings that we are asked to respond to on your behalf.

Finance charges and collection expenses

You agree that if any statement is not paid within 30 days from its billing date, the unpaid balance shall accrue interest at the monthly rate of one and one-quarter percent (1.25%), which is an annual percentage rate of 15%. In the event that any collection action is required to collect unpaid balances due us, reasonable attorney fees and expenses shall be recoverable.

Consent

Consent to use information for benchmarking analysis

In an effort to better serve the needs of our clients, we develop a variety of benchmark, performance indicator, and predictive analysis reports, using anonymized client data obtained from our audit, tax, and other engagements. Business and financial information that you provide to us may be combined with information from other clients and included within the aggregated data that we use in these reports. While some of these analytical reports will be published and released publicly, please be assured that the separate information that we obtain from you will remain confidential, as required by the AICPA Code of Professional Conduct.

Subcontractors

CLA may, at times, use subcontractors to perform services under this agreement, and they may have access to your information and records. Any such subcontractors will be subject to the same restrictions on the use of such information and records as apply to CLA under this agreement.

March 8, 2022
Metro Wastewater JPA
Page 10

Agreement

We appreciate the opportunity to be of service to you and believe this letter accurately summarizes the significant terms of our engagement. This letter constitutes the entire agreement regarding these services and supersedes all prior agreements (whether oral or written), understandings, negotiations, and discussions between you and CLA. If you have any questions, please let us know. Please sign, date, and return this letter to us to indicate your acknowledgment and understanding of, and agreement with, the arrangements for our audit of your financial statements including the terms of our engagement and the parties’ respective responsibilities.

Sincerely,

CliftonLarsonAllen LLP

DocuSigned by:
David Forman
C704F28B47554DD...

David Forman, CPA
Principal
760-994-4029
David.forman@CLAconnect.com

In Process

Response:

This letter correctly sets forth the understanding of Metro Wastewater JPA.

Authorized governance signature: _____

Title: _____

Date: _____

Authorized management signature: _____

Title: _____

Date: _____

Certificate Of Completion

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Minneapolis, MN 55402

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Candy.Flores@claconnect.com

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David Forman

david.forman@CLAconnect.com

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(None)**Signature**

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Lee Ann Jones-Santos

lajones-santos@ElCajon.gov

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ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, CliftonLarsonAllen LLP (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact CliftonLarsonAllen LLP:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: BusinessTechnology@CLAconnect.com

To advise CliftonLarsonAllen LLP of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at BusinessTechnology@CLAconnect.com and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from CliftonLarsonAllen LLP

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to BusinessTechnology@CLAconnect.com and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with CliftonLarsonAllen LLP

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to BusinessTechnology@CLAconnect.com and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify CliftonLarsonAllen LLP as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by CliftonLarsonAllen LLP during the course of your relationship with CliftonLarsonAllen LLP.

ATTACHMENT 11

UPDATE

METRO CIP AND

FUNDING SOURCES

2ND QTR FY 2022



THE CITY OF SAN DIEGO

M E M O R A N D U M

DATE: February 9, 2021

TO: Metro Technical Advisory Committee (Metro TAC)

FROM: Surraya Rashid, Deputy Director, Public Utilities Department

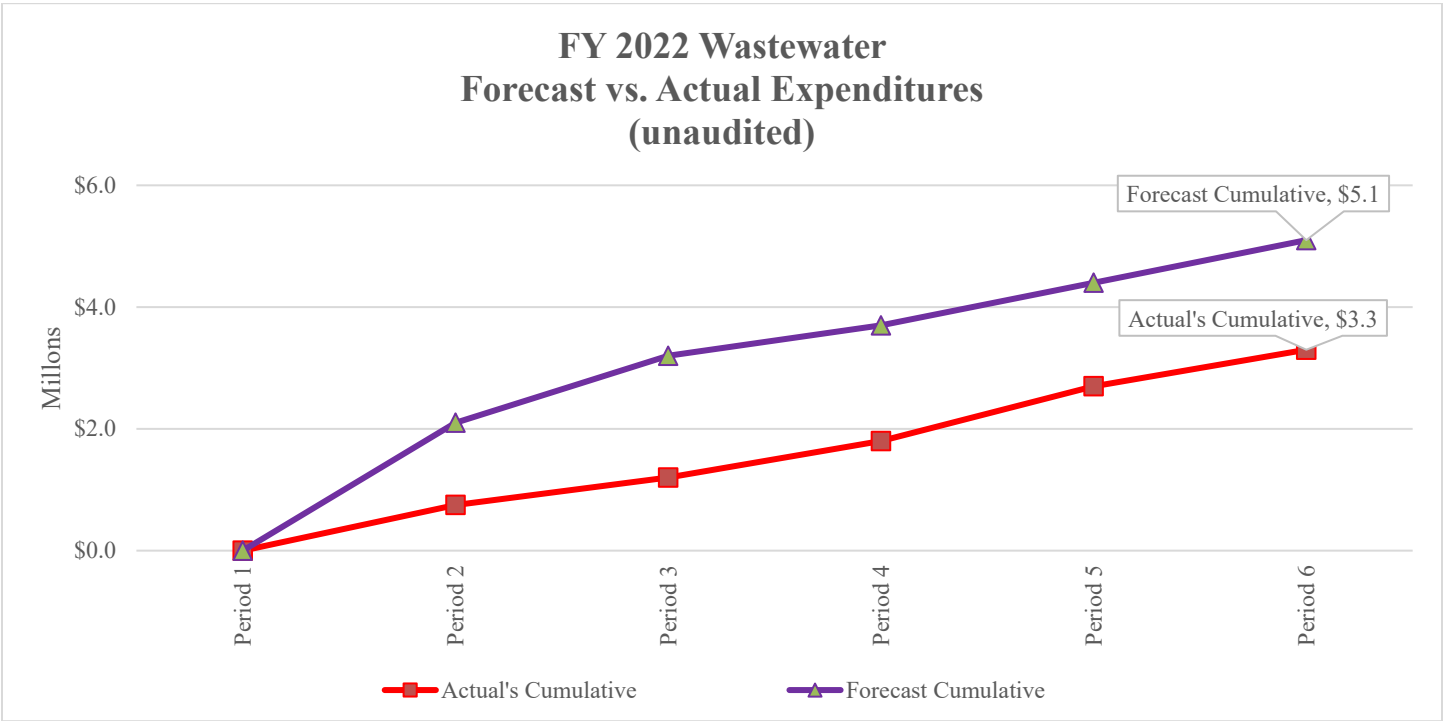
SUBJECT: FY2022 Capital Improvements Projects (CIP) Report – 2nd Quarter

The Public Utilities Department hereby submits the FY2022 CIP updates for the period of October, 2021 through December 31, 2021.

The report includes the following:

- Forecast versus actual expenditures report
- Projects expenditure updates

FORECAST VERSUS ACTUAL EXPENDITURES UPDATES



WASTEWATER PROJECTS

FY 2022 - 2nd Quarter (Financial Data run December 31, 2022)

NOTES:
- Wastewater projects are separated into Muni and Metro

[illegible]

ATTACHMENT 12

UPDATE PURE WATER PROGRAM

Metro TAC Meeting – April 20, 2022

Pure Water Update

1. Two Phase 1 contracts have yet to be awarded:
 - a. The Morena South & Middle
 - i. Opened bids March 17
 - ii. Rascik [also has the contract for the North City Pure Water PL] is the apparent low bidder, the engineer's estimate was \$115M, the bid is \$116M
 - iii. The Rascik bid is still under review by our Contracts Department
 - b. The Miramar Reservoir PS Improvements
 - i. Advertised on March 18
 - ii. The current bid opening date is April 29
 - iii. Engr's estimate: \$10.2M
2. Bundling of Pure and Non-Pure Construction in the Right-of-Way
 - a. Non-Pure water main replacements were 'bundled' with Pure Water pipelines to facilitate management of community impacts during construction. This is a common City practice.
 - b. However, due to conflicting City and State requirements related to labor on certain projects, non-Pure Water scope must now be 'unbundled,' removed from Pure Water construction contracts, and bid separately.

Pure Water Projects affected: Morena PL and Pure Water PL
 - c. Minimal schedule impacts have occurred due to unbundling. City is currently working on revised advertise dates for the non-Pure Water scope(s).

ATTACHMENT 13

METRO TAC

UPDATE/REPORT

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

Active Items	Description	Member(s)
<i>Metro JPA AdHoc 2nd ARA</i>	<i>JPA Board work group. Formed to review all items being negotiated in the 2nd 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: http://www.sdirwmp.org 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. 3/16/2022: FY2019 scheduled to complete April/May 2022; FY 2020 audit in final field work & question review	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: Per Section 2.9.X includes... , reviews local limits, and Industrial Discharge Permit Fees and Coordination	Beth Gentry Interested JPA members Dexter Wilson SD Staff & Consultants
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 nd ARA Negotiating Team	This group was created to negotiate the 2 nd 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

