



Regular Meeting of the
Metro Wastewater JPA/Metro Commission

AGENDA

Thursday, August 3, 2023 - 12:00 p.m.

9192 Topaz Way (PUD MOC II) Auditorium, San Diego, CA

"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."

NOTE: ANY MEMBER OF THE PUBLIC MAY ADDRESS THE METRO WASTEWATER JPA/COMMISSION ON ANY AGENDA ITEM. PLEASE COMPLETE A SPEAKER SLIP AND SUBMIT IT TO THE BOARD SECRETARY PRIOR TO THE START OF THE MEETING, IF POSSIBLE, OR IN ADVANCE OF THE SPECIFIC ITEM BEING CALLED. COMMENTS ARE LIMITED TO THREE (3) MINUTES PER INDIVIDUAL

Documentation
Included

1. **ROLL CALL**
2. **PLEDGE OF ALLEGIANCE TO THE FLAG**
3. **PUBLIC COMMENT:**
Persons speaking during Public Comment may address the Metro Wastewater JPA/Metro Commission on any subject matter within the jurisdiction of the Metro Wastewater JPA/Metro Commission that is not listed as an agenda item. Comments are limited to three (3) minutes.
4. **ACTION: APPROVAL OF AGENDA** (Chair Jones)
- X 5. **ACTION: CONSIDERATION AND POSSIBLE ACTION TO APPROVE THE MINUTES OF THE REGULAR MEETING OF [June 4, 2023](#)** (Attachment)
- X 6. **ACTION: CONSIDERATION AND POSSIBLE ACTION TO APPROVE A MASTER SERVICE AGREEMENT WITH CLIFTONLARSONALLEN LLP (CLA) FOR JPA AUDITING SERVICES** (Lee Ann Jones-Santos/Karyn Keze) (Attachment)
- X 7. **ACTION: CONSIDERATION AND POSSIBLE ACTION TO APPROVE A MEAL POLICY FOR METRO JPA/COMMISSION, METRO TAC AND METRO JPA FINANCE COMMITTEE** (Jerry Jones)_(Attachment)

REVISED

Documentation Included

8. **UPDATE: METRO WASTEWATER (General)** (Tom Rosales)
 - a. April 2020 Spill Update
 - b. January 2023 Spill Update
- X 9. **UPDATE: PURE WATER PROGRAM** (Amy Dorman)
 - a. Quarterly Update (Attachment)
10. **UPDATE: Financial** (Karyn Keze)
11. **UPDATE: METRO TAC UPDATE/REPORT (Standing Item)** (Beth Gentry)
12. **REPORT: AD HOC COMMITTEE ON SECOND AMENDED AND RESTATED METRO AGREEMENT** (Chair Jones/Karyn Keze)
13. **REPORT: IROC** (Chair Jones)
14. **REPORT: FINANCE COMMITTEE** (Bill Baber)
15. **REPORT: GENERAL COUNSEL** (Adriana Ochoa)
16. **PROPOSED AGENDA ITEMS FOR THE NEXT METRO JPA/COMMISSION MEETING September 7, 2023**
17. **METRO COMMISSIONERS AND JPA DIRECTORS COMMENTS**
18. **ADJOURNMENT (This meeting to be followed immediately by SANDIST)**

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

Materials provided to the Metro Wastewater JPA/Metro Commission 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

Persons with disabilities that require modifications or accommodations, please contact General Counsel Adriana Ochoa at adriana.ochoa@procopio.com by no later than two hours prior to the meeting to request reasonable modifications or accommodations consistent with the Americans with Disabilities Act and Metro JPA/Commission shall promptly work with you to resolve the matter in favor of accessibility.

Metro JPA 2023 Meeting Schedule

January 5, 2023	February 2, 2023	March 2, 2023
April 6, 2023	May 4, 2023	June 1, 2023
July 6, 2023	August 3, 2023	September 7, 2023
October 5, 2023	November 2, 2023	December 7, 2023
August 3, 2023		Metro Wastewater JPA/ Commission

ATTACHMENT 5

Minutes from June 1, 2023



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

9192 Topaz Way (PUD MOC II) Auditorium, San Diego, CA

June 1, 2023

Minutes

Chairman Jones called the meeting to order at 12:04 p.m. A quorum of the Metro JP/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	Jose Preciado (absent)	
City of Coronado	John Duncan	
City of Del Mar	Dwight Worden	
City of El Cajon	Gary Kendrick (absent)	
City of Imperial Beach	Mitch McKay	
City of La Mesa	Bill Baber (absent)	
Lemon Grove San District	Jerry Jones	
City of National City	Ditas Yamane	
City of Poway	Peter De Hoff	
County of San Diego	Joel Anderson (absent)	
Otay Water District	Mark Robak	
Padre Dam MWD	Karen Jassoy	
MetroTAC Chair	Beth Gentry removed, included in others present below	

Others present: Metro JPA General Counsel Adriana Ochoa - Procopio; Metro JPA/Commission Board Secretary Lori Anne Peoples; None – City of Chula Vista; None – City of Coronado; None – City of Del Mar; Yazmin Arellano, MetroTAC Vice Chair - City of El Cajon; Eric Minicilli – City of Imperial Beach; Joe Kuhn – City of La Mesa; Allison Snow (alternate) – Lemon Grove Sanitation District; None – City of National City; Bob Kennedy – Otay Water District; Sanjay Gaur – Padre Dam Municipal Water District; None – City of Poway; Peejay Tubongbanua – County of San Diego; Tom Rosales; Amy Dorman - City of San Diego Staff and Doug Owen and Shane Trussel - Consultants; Metro JPA Staff: Scott Tulloch – NV5; Karyn Keze – The Keze Group; Dexter Wilson - Dexter Wilson Engineering; Lee Ann Jones-Santos – Treasurer

2. PLEDGE OF ALLEGIANCE TO THE FLAG

Director De Hoff, City of Poway, led the pledge

3. PUBLIC COMMENT

None

4. ACTION: APPROVAL OF AGENDA

ACTION: Motion by Director Robak, seconded by Director McKay, to approve the. Motion carried as follows:

AYES: Duncan, Worden McKay, Jones, Yamane, Robak, Jassoy, De Hoff

NAYS: None

ABSTAIN: None

ABSENT: Preciado, Kendrick, Baber, Anderson

5. ACTION: CONSIDERATION AND POSSIBLE ACTION TO APPROVE THE MINUTES OF THE REGULAR MEETING OF May 4, 2023

ACTION: Motion by Director Jassoy, seconded by Director Duncan, the minutes be approved. Motion carried as follows:

AYES: Duncan, Worden McKay, Jones, Yamane, Robak, Jassoy, De Hoff

NAYS: None

ABSTAIN: None

ABSENT: Preciado, Kendrick, Baber, Anderson

6. PRESENTATION: PURE WATER PROGRAM UPDATE

a. Summary of Presentation to the City of San Diego's Environmental Committee

Amy Dorman, City of San Diego provided a brief verbal overview of her PowerPoint presentation (included in the agenda package).

b. Direct Potable Reuse Update

Doug Owen of STANTEC and Shane Trussel stated that the DPR (Direct Potable Reuse Regulations) were to be finalized by December 2023. Doug then provided a brief verbal overview of the PowerPoint presentation (included in the agenda package). Shane added that since 2010, that DPR has become harder with the additional requirements such as pathogen control, log removal and technical managerial, financial capacity as well as operator certifications.

Karyn Keze noted that the breakdown of the water cost effects was to be 62% water 38% wastewater for all Phase 2 planning projects, which was approved last year from the preliminary Phase 2 capital cost split prepared by Stantec with input from the JPA's engineers during a 2-year planning process.

7. ACTION: CONSIDERATION AND POSSIBLE ACTION TO APPROVE METRO JPA RESOLUTION NO 2023-01 ESTABLISHING A RESERVE FUND POLICY

Chair Jones introduced the item which was discussed during the FY 2024 budget review at the recent April and May Finance Committee meetings. The Finance Committee unanimously approved bringing it forward to the JPA at their May Meeting. Two reserve funds are established by the policy.

a. The Operating Reserve Fund is designated by the Board to maintain working capital for current operations to ensure continuity of operations during short-term fluctuations in cash flow. The target balance shall be in the amount of four (4) months average expenditures based on each fiscal year's operating budget; with a minimum fund balance of one (1) month of average expenditures.

b. The Contingency Reserve Fund is intended to provide funding for expenditures that must be undertaken to address emergencies or unforeseen circumstances not

foreseen during the budget process for each fiscal year. The target balance shall be in the amount of three (3) months average expenditures based on each fiscal year's operating budget.

Karyn Keze noted that the Operating Reserve has always been the informal policy of the JPA, but this action formalizes it into a specific financial policy for future Board's. The addition of the Contingency Reserve will help safeguard the financial stability of the JPA.

Past JPA Treasurer Karen Jassoy spoke in support of this action as did Director Worden.

ACTION: Motion by Director Jassoy, seconded by Director Duncan, the Resolution be approved. Motion carried as follows:

AYES: Duncan, Worden McKay, Jones, Yamane, Robak, Jassoy, De Hoff

NAYS: None

ABSTAIN: None

ABSENT: Preciado, Kendrick, Baber, Anderson

At 1:15 Director Worden left the meeting

8. ACTION: CONSIDERATION AND POSSIBLE ACTION TO APPROVE THE METRO JPA AMENDED BYLAWS

a. Staff Report

General Counsel Ochoa provided a brief overview of the staff report.

b. Metro JPA Amended Bylaws

General Counsel Ochoa provided a brief verbal overview of the amended sections in the bylaws.

ACTION: Motion by Director Jassoy, seconded by Director Duncan, amendments to the Bylaws be approved. Motion carried as follows:

AYES: Duncan, McKay, Jones, Yamane, Robak, Jassoy, De Hoff

NAYS: None

ABSTAIN: None

ABSENT: Preciado, Worden, Kendrick, Baber, Anderson

9. ACTION: CONSIDERATION AND POSSIBLE ACTION TO APPROVE JPA RESOLUTION NO. 2023-02 ESTABLISHING COMPENSATION OF THE DIRECTORS

General Counsel Ochoa provided a brief verbal overview of the resolution and the establishment of the compensation of the directors.

ACTION: Motion by Director Yamane, seconded by Director De Hoff, the Resolution be approved. Motion carried as follows:

AYES: Duncan, McKay, Jones, Yamane, Robak, Jassoy, De Hoff

NAYS: None

ABSTAIN: None

ABSENT: Preciado, Worden, Kendrick, Baber, Anderson

At 1:33 pm, Director Worden left the meeting.

10. UPDATE: METRO WASTEWATER

a. April 2020 Spill Update

Tom Rosales stated that in 2 weeks they will be in front of the Regional Board, and he expects approval of the settlement agreement.

b. January 2023 Spill Update

Tom Rosales provided a brief overview of his PowerPoint presentation noting that the operational programs for pump stations have been modified at all stations, adding redundancy where needed.

11. UPDATE: METRO TAC UPDATE/REPORT

MetroTAC Vice Chair Arellano stated that the report was attached and noted that TAC had received the same updates as the JPA had just heard.

She then read the page from the New Directors Manual pertaining to the SANDIST.

12. UPDATE: FINANCE/ADMINISTRATION

Karyn Keze noted that the majority of what they had been working on had just been covered and thanked the Finance Committee members, Treasurer Lee Ann Jones-, and past Treasurer Karen Jassoy.

She requested the PAs keep an eye on the website as it is now being updated monthly after each Board meeting if there is new information/articles. Changes are also being made as to how the agenda is sent out to include a direct link in the email memo which will take you directly to the full agenda package with all the back-up materials attached. If anyone has any questions, she requested they continue to reach out to the Board Secretary, Lori Peoples.

13. REPORT: IROC

Chair Jones stated that he had attended the IROC meeting but there was not anything relevant to report to this board.

14. FINANCE COMMITTEE:

Finance Committee Chair Baber was absent.

Chair Jones requested Ms. Keze explain the Auditor issue. Ms. Keze explained that our current auditor had been nonresponsive due to COVID and other related accounting industry staffing shortages and that the Finance Committee directed staff to resolve the issue (find a new auditor, etc.) and bring it directly back to the JPA for approval without taking it to the Finance Committee.

15. GENERAL COUNSEL:

General Counsel Ochoa stated that she attended and chaired the California Association of Sanitation Agencies recent meeting. Further, that the CASA legislative staff had reported on 13 bills that she will be keeping an eye on and bring them forward if action by the PAs is needed.

**16. PROPOSED AGENDA ITEMS FOR THE NEXT METRO JPA/COMMISSION MEETING
JULY 6, 2024**

Lori is to pull the board to see if there would be a quorum otherwise the meeting will be cancelled until August.

17. METRO JPA DIRECTORS' COMMENTS

Director Robak stated he had requested consideration of a mileage per diem for the Directors as had apparently been done in the past at the May Finance Committee Meeting. He also spoke of his desire to have a JPA Twitter page and inquired as to whom that would need to be brought to for discussion and action.

General Counsel Ochoa stated that since both would require appropriation of funds, she thought it would go through the Finance Committee and possibly TAC prior.

18. ADJOURNMENT

Chair Jones declared the meeting adjourned at 2:01 pm.

ATTACHMENT 6

Master Service Agreement with
CliftonLarsonAllen LLP (CLA)
for JPA Auditing Services



Master Services Agreement

Metro Wastewater JPA
9300 Fanita Pkwy
Santee, CA 92071
MSA Date: June 9, 2023

This master service agreement (“MSA”) documents the terms, objectives, and the nature and limitations of the services CliftonLarsonAllen LLP (“CLA,” “we,” “us,” and “our”) will provide for Metro Wastewater JPA (“you,” or “your”). The terms of this MSA will apply to the initial and each subsequent statement of work (“SOW”), unless the MSA is changed in a communication that you and CLA both sign or is terminated as permitted herein.

1. Scope of Professional Services

CLA will provide services as described in one or more SOW that will reference this MSA. The SOW will describe the scope of professional services; the nature, limitations, and responsibilities related to the specific services CLA will provide; and the fees for such services.

If modifications or changes are required during CLA’s performance of requested services, or if you request that we perform any additional services, we will provide you with a separate SOW for your signature. Such SOW will advise you of the additional fee and time required for such services to facilitate a clear understanding of the services.

Our services cannot be relied upon to disclose all errors, fraud, or noncompliance with laws and regulations. Except as described in the scope of professional services section of this MSA or any applicable SOW, we have no responsibility to identify and communicate deficiencies in your internal controls as part of any services.

2. Management responsibilities

You acknowledge and understand that our role is to provide the services identified in an SOW and that management, and any other parties engaging CLA, have responsibilities that are fundamental to our undertaking to perform the identified services.

3. Fees and terms

See the applicable SOW for the fees for the services.

Work may be suspended if your account becomes 60 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

engagements will be deemed to have been completed even if we have not completed the services. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket expenditures through the date of termination.

Payments may be made utilizing checks, Bill.com, your online banking platform, CLA's electronic payment platform, or any other client-initiated payment method approved by CLA. CLA's electronic online bill pay platform claconnect.com/billpay accepts credit card and Automated Clearing House (ACH) payments. Instructions for you to make direct bank to bank wire transfers or ACH payments will be provided upon request.

4. 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.

5. Dispute Resolution

Any disagreement, controversy, or claim ("Dispute") that may arise out of any aspect of our services or relationship with you 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 (i.e., you and CLA). 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.

6. Limitation of remedies

These limitation of remedies provisions are not applicable for any audit or examination services provided to you.

Our role is strictly limited to the services described in an SOW, and we offer no assurance as to the results or ultimate outcomes of any services or of any decisions that you may make based on our communications with you. You agree that it is appropriate to limit the liability of CLA, its partners, principals, directors, officers, employees, and agents (each a "CLA party").

You further agree that you will not hold CLA or any other CLA party liable for any claim, cost, or damage, whether based on warranty, tort, contract, or other law, arising from or related to this MSA, the services provided under an SOW, the work product, or for any plans, actions, or results of an SOW, except to the extent authorized by this MSA. In no event shall any CLA party be liable to you for any indirect, special, incidental, consequential, punitive, or exemplary damages, or for loss of profits or loss of goodwill, costs, or attorney fees.

The exclusive remedy available to you shall be the right to pursue claims for actual damages that are directly caused by acts or omissions that are breaches by a CLA party of our duties owed under this MSA and the specific SOW thereunder, but any recovery on any such claims shall not exceed \$500,000.

7. Governing Laws, Jurisdiction, and Venue

The MSA is made under and shall be interpreted and governed by the laws of the state of California. This includes dispute resolution and limitation of remedies. 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.

8. Confidentiality

Except as permitted by the "Consent" section of this MSA, CLA will not disclose any of your confidential, proprietary, or privileged information to any person or party, unless you authorize us to do so, it is published or released by you, it becomes publicly known or available other than through disclosure by us, or disclosure is required by law, regulation, or professional standard. 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. You also consent to our disclosure of information regarding the nature of services we provide to you to another independent network member of CLA Global, for the limited purpose of complying with professional obligations regarding independence and conflicts of interest.

The Internal Revenue Code contains a limited privilege for confidentiality of tax advice between you and our firm. In addition, the laws of some states likewise recognize a confidentiality privilege for some accountant-client communications. You understand that CLA makes no representation, warranty or promise, and offers no opinion with respect to the applicability of any confidentiality privilege to any information supplied or communications you have with us, and, to the extent that we follow instructions from you to withhold such information or communications in the face of a request from a third party (including a subpoena, summons or discovery demand in litigation), you agree to hold CLA harmless should the privilege be determined not to apply to particular information or communications.

The workpapers and files supporting the services we perform are the sole and exclusive property of CLA and constitute confidential and proprietary information. We do not provide access to our workpapers and files to you or anyone else in the normal course of business. Unless required by law or regulation to the contrary, we retain our workpapers and files in accordance with our record retention policy that typically provides for a retention period of seven years. After this period expires, our workpapers and files will be destroyed. Furthermore, physical deterioration or catastrophic events may shorten the time our records are available. The workpapers and files of our firm are not a substitute for your records.

Pursuant to authority given by law, regulation, or professional standards we may be requested to make certain workpapers and files available to a regulator for its regulatory oversight purposes. We will notify you of any such request, if permitted by law. Access to the requested workpapers and files will be provided to the regulator under the supervision of CLA personnel and at a location designated by our firm. Furthermore, upon request, we may provide copies of selected workpapers and files to such regulator. The regulator may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

9. Other provisions

You agree that CLA will not be assuming any fiduciary responsibility on your behalf during the course of this MSA, except as may be assumed in an SOW.

CLA may, at times, utilize external web applications to receive and process information from our clients; however, any sensitive data, including protected health information and personally identifiable information, must be redacted by you to the maximum extent possible prior to uploading the document or file. In the event that you are unable to remove or obscure all sensitive data, please contact us to discuss other potential options for transmitting the document or file.

CLA and certain owners of CLA are licensed by the California State Board of Accountancy. However, CLA has owners not licensed by the California State Board of Accountancy who may provide services under this MSA. If you have any questions regarding licensure of the personnel performing services under this MSA, please do not hesitate to contact us.

During the course of the engagement, there may be communication via fax or email. You are responsible to ensure that communications received by you or your personnel are secured and not shared with unauthorized individuals.

10. Consent to use financial information

We regularly aggregate anonymized client data and perform a variety of analyses using that aggregated data. Some of these analyses are published to clients or released publicly. However, we are always careful to preserve the confidentiality of the separate information that we obtain from each client, as required by the AICPA Code of Professional Conduct and various laws. Your acceptance of this MSA will serve as your consent to our use of Metro Wastewater JPA anonymized data in performing and reporting on these cost comparison, performance indicator and/or benchmarking analyses.

Unless authorized by law or the client consents, we cannot use a client's tax return information for purposes other than the preparation and filing of the client's tax return. By signing and dating this MSA, you authorize CLA to use any and all information furnished to CLA for or in connection with the preparation of the tax returns under this MSA, for a period of up to six (6) years from the date of this MSA, in connection with CLA's preparation of the types of reports described in the foregoing paragraph.

11. Consent to send you publications and other materials

For your convenience, CLA produces a variety of publications, hard copy and electronic, to keep you informed about pertinent business and personal financial issues. This includes published articles, invitations to upcoming seminars, webinars and webcasts, newsletters, surveys, and press releases. To determine whether these materials may be of interest to you, CLA will need to use your tax return information. Such tax information includes your name and address as well as the business and financial information you provided to us.

By signing and dating this MSA, you authorize CLA to use the information that you provide to CLA during the preparation of your tax returns to determine whether to offer you relevant materials. Your consent is valid until further notice.

12. Subcontractors

CLA may, at times, use subcontractors to perform services under this MSA, 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 MSA.

13. Technology

CLA may, at times, use third-party software applications to perform services under this MSA. You acknowledge the software vendor may have access to your data.

14. Termination of MSA

This MSA shall continue for five years from June 9, 2023, unless terminated earlier by giving appropriate notice. You may terminate this MSA at any time by giving CLA 30 days written notice. CLA may terminate this MSA if you fail to cure a material default in the performance of this MSA within a period of 30 days, or such longer period as CLA may allow, after your receipt from CLA of a written termination notice specifying the default in performance. In the event of termination by either party, you will pay CLA for all services performed and all expenses incurred under this MSA up to and including the termination date less any costs, expenses, or other damages due to the failure of CLA to properly perform pursuant to this MSA subject to the provisions of section 6. No compensation will be payable for anticipated profit on unperformed services.

Upon termination of the MSA, the provisions of this MSA shall continue to apply to all services rendered prior to termination.

15. Agreement

We appreciate the opportunity to be of service to you and believe this MSA accurately summarizes the significant terms of our relationship. This MSA, along with the applicable addendum(s) and SOW(s), constitute the entire agreement regarding services to be performed 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. If you agree with the terms of our relationship as described in this MSA, please sign, date, and return.

CliftonLarsonAllen LLP

Daphnie Munoz

Principal

714-795-5474
daphnie.munoz@claconnect.com

Response:

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

CLA

Daphnie Munoz

SIGN: _____

DATE: _____

Client

Metro Wastewater JPA

SIGN: _____

Lee Ann Jones-Santos, Treasurer

DATE: _____

ATTACHMENT 7

Proposed Meal Policy for
Metro JPA/Commission,
MetroTAC and Metro JPA
Finance Committee

Attachment Item 7 – JPA, TAC and Finance Committee Meal Policy (Proposal)

Light Breakfasts and Lunches will be provided for all in-person meetings of the Metro Wastewater JPA/Commission (JPA), Finance Committee, and Metro TAC meetings. They are as follows:

- Light lunches for JPA Board of Directors meetings inclusive of the Directors, MetroTAC representatives, JPA Executive Team staff, presenting San Diego staff and consultants.
- Light lunches for all in-person meetings of the MetroTAC representatives inclusive of TAC representatives, JPA Executive Team staff and presenting San Diego staff and consultants.
- Continental breakfasts for all in-person Finance Committee meetings for Committee Members and attending JPA Executive Team and San Diego Support staff.

For FY 2024 the number of lunches (e.g., sandwiches, light dessert, and drinks) will be budgeted at 23 for each JPA or TAC meeting and distributed on a first come first serve basis. The Finance Committee will be budgeted for 12 persons. Signs will be posted to reflect the proposal. After the meeting, signs will be removed, and food will remain and be available to those wishing to partake.

ATTACHMENT 9

Pure Water Quarterly Update

Construction Package	Projected/Actual Bid Date	Projected/Actual Contractor Notice-To-Proceed	Projected Substantial Completion	Updated Engineer's Estimate	Bid Award (1)	Change Orders (2)	Total Contract	Paid to Date (2)	Construction Company
Early Sitework	October 18, 2018	May 22, 2019	July 27, 2021	\$16,403,300	\$16,403,300	\$1,184,211	\$17,587,511	\$17,587,511	Shimmick
NC Pure Water Facility & NC Pure Water Pump Station	August 7, 2020	April 19, 2021	September 22, 2025	\$455,704,000	\$356,681,930	\$6,032,673	\$362,714,603	\$145,918,962	Shimmick
Morena Northern Alignment & Tunnels	August 17, 2020	June 14, 2021	February 24, 2025	\$98,936,360	\$95,243,645	\$6,143,002	\$101,386,647	\$22,764,592	OHL USA, Inc
Morena Pump Station	October 21, 2020	June 14, 2021	July 17, 2025	\$109,700,000	\$110,386,350	\$13,717,846	\$124,104,196	\$51,775,196	Flat Iron West
NC Pure Water Pipeline and Dechlorination Facility & Subaqueous Pipeline	November 30, 2020	June 1, 2021	January 28, 2026	\$138,010,000	\$123,456,027	-\$18,746,901	\$104,709,126	\$28,165,945	W.A. Rasic Construction Company, Inc.
NCWRP Expansion & PWF Influent Conveyance	December 16, 2020	August 4, 2021	March 27, 2025	\$208,660,000	\$255,138,000	\$1,713,006	\$256,851,006	\$50,562,525	Kiewit Infrastructure West Co.
NC MBC Improvements	February 9, 2020	September 15, 2021	July 17, 2025	\$40,384,677	\$40,086,690	\$912,940	\$40,999,630	\$10,659,788	PCL Construction, Inc.
NCWRP EQ Basins	May 11, 2021	December 6, 2021	July 8, 2024	\$10,540,000	\$11,886,000	\$0	\$11,886,000	\$1,331,655	Kiewit Infrastructure West Co.
Morena Conveyance Southern & Middle	December 28, 2021	October 3, 2022	July 18, 2025	\$115,954,829	\$129,753,895	\$0	\$129,753,895	\$6,414,963	Sukut Construction, LLC
Miramar Reservoir Pump Station Improvements	March 18, 2022	October 25, 2022	October 22, 2024	\$10,253,000	\$12,692,000	\$0	\$12,692,000	\$1,987,654	Shimmick
				\$1,204,546,166	\$1,151,727,837	\$10,956,778	\$1,162,684,615	\$337,168,791 (Approx. Avg/Month: \$15 million)	

1. Bid Award values are entered when Notice-of-Intent to Award has been issued.

2. Change order and paid-to-date amounts based on March 31, 2023 cash flow report.

ATTACHMENT 11

MetroTAC Update



**Metro TAC & JPA Work Plan Active &
Pending Items May 2023**
Updated Items in Red Italics

Active Items	Description	Member(s)
Metro JPA Pure Water AdHoc (2 nd ARA)	JPA Board work group. Formed to review all items being negotiated in the 2 nd ARA prior to going to the full Board. Meets every 2-3 weeks as needed. First meeting March 16, 2022.	Jerry Jones, Chair Bill Baber, Vice Chair Gary Kendrick Jose Preciado John Duncan JPA Executive Team
IRWMP	JPA Members should monitor funding opportunities at: http://www.sdirwmp.org Details can be found in minutes of each TAC meeting.	Karen Jassoy Alisa Nichols (alt)
Exhibit E Audit	8/22: FY2019 audit approved and reconciliation complete. OCIP meeting held. <i>5/23: FY2020 audit fieldwork underway; report expected late fall 2023.</i>	Lee Ann Jones- Santos Karyn Keze 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. <i>5/23: Draft pretreatment language and provisions (Exhibit "X") presented to 2nd ARA negotiating team for review and incorporation into the 2nd ARA document.</i>	Beth Gentry Interested JPA members Dexter Wilson SD Staff & Consultants
Emergency Mutual Aid Committee	Formed with the intent the sharing of resources during an emergency. First draft was completed and the next draft will be circulated for interested agencies. Quarterly updates given by Peejay Tuongbanua at Metro TAC meetings.	Peejay Tuongbanua Steve Beppler, Yazmin Arellano, Mike James
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. Group continues to meet every two weeks.	Karyn Keze Dexter Wilson SD staff & consultants
2 nd ARA Negotiating Team	This group was created to negotiate the 2 nd Amended Restated Agreement (2nd ARA) which will incorporate the completed financial and other items from the first ARA. Negotiating Team meets every 3 weeks to follow through with topics raised during the First ARA and th rewriting of the ARA document.	Dexter Wilson Beth Gentry Yazmin Arellano Karyn Keze Scott Tulloch SD staff & consultants
Changes in wastewater/water legislation	NOTE: Procopio, Metro TAC and the Commission/JPA 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. <i>5/2023: 2023 Legislative Update can be found on the JPA Website at Item 11:</i> https://www.metrojpa.org/Home/ShowDocument?id=3578	Procopio JPA members as appropriate

Sewer Rate Comparison: Metro Participating Agencies
Single Family Monthly Rates Based on 7 HCF Water Usage
Effective January 1, 2023 for FY 2023

