

### METRO TAC AGENDA (Technical Advisory Committee to Metro JPA/Commission)

- TO: Metro TAC Representatives CC: Metro JPA Directors (for information only) DATE: Wednesday, May 15, 2024 TIME: 11:00 a.m. to 1:30 p.m. Metro TAC is holding its May meeting via Zoom. An e-mail LOCATION: containing information on how to participate in the meeting will be distributed to the Metro TAC members e-mail list consisting of the appointed Primary and Alternate for the Participating Agency and approved San Diego City Staff. Please remember, MetroTAC is NOT a public meeting so please do not distribute the meeting link. Should you have any questions, please contact Executive Director Karyn Keze for clarification at karyn@kezegroup.com
- 1. <u>ACTION</u>: Review and Approve MetroTAC Action Minutes for the Meeting of April 17, 2024 (Attachment)
- 2. <u>ACTION</u>: Consideration and Possible Action to Recommend to the Metro JPA/Commission Approval to Authorize the Second Amendment to Sole Source Contract #3985 with Agilent Technologies, Inc. to Provide Laboratory Instrumentation and Associated Software Packages for Data Analysis, Reporting and Associated Services (FY2025-2030) (Violet Renick) (Attachment)
- 3. <u>ACTION</u>: Consideration and Possible Action to Recommend to the Metro Wastewater JPA Approval of the FY 2025 JPA Budget (Karyn Keze/Lee Ann Jones-Santos) (Attachment)
- 4. <u>ACTION</u>: Consideration and Possible Action to Recommend to the Metro Wastewater JPA Approval of the Following Items Relating to FY 2025 JPA Budget:
  - a. Professional Services Agreement with Rodney Greek, CPA for Treasurer Services with Lee Ann Jones-Santos (Adriana Ochoa/Karyn Keze) (Attachment)

- i. Discussion Regarding Change in Treasurer Position and Designation of JPA Auditor (Adriana Ochoa)
- ii. Discussion Regarding Letter of Termination for El Cajon Treasurer Contract effective June 30, 2024 (Adriana Ochoa) (Attachment)
- b. Professional Services Agreement with The Gavares Group for Consulting Services for the Metro Wastewater Joint Powers Authority Strategic Planning Process (Adriana Ochoa/Karyn Keze) **(Attachment)**
- 5. <u>ACTION</u>: Consideration and Possible Action to Recommend Approval to the Metro JPA/Commission the Authorization of a Comprehensive System-Wide I&I Study (Dexter Wilson) (Attachment)
- 6. **PRESENTATION:** Unit Cost Per Billing Parameters (Dexter Wilson) (Attachment)
- 7. **DISCUSSION:** Scenario Areas for FAB (Adam Jones)
- 8. **<u>UPDATE</u>**: Metro Wastewater (General) (Standing Item) (Lisa Celeya)
- 9. **<u>UPDATE</u>**: Pure Water Program Update (Standing Item) (Amy Dorman/Doug Owen)
- 10. **UPDATE**: Metro Wastewater Financial (Standing Item) (Adam Jones)
- 11. **<u>UPDATE</u>**: JPA Executive Director (Standing Item) (Karyn Keze) (Attachment)
- 12. **UPDATE:** Integrated Regional Water Management Program Update (Alisa Nicols)
- 13. **UPDATE**: Industrial Wastewater Control Committee (Alisa Nichols)
- 14. <u>UPDATE</u>: Metro Commission/JPA Board Meeting Recap (Standing Item) (Alisa Nichols)
- 15. Review of Items to be Brought Forward to the Regular Metro Commission/Metro JPA Meeting (June 6, 2024)
- 16. Other Business of Metro TAC
- 17. Adjournment (To the next Regular Meeting *July 17, 2024*)

### Metro TAC 2024 Meeting Schedule

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



### **MetroTAC**

(Technical Advisory Committee to Metro JPA/Commission)

### ACTION MINUTES

DATE OF MEETING:	April 17, 2024
TIME:	11:00 AM
LOCATION:	Hybrid Meeting in person – 9192 Topaz Way, San Diego, and TEAMS remote

### **MEETING ATTENDANCE:**

### **Members Present**

Michael Benoza, Chula Vista (remote) Leon Firsht, Coronado (remote) Joe Bride, Del Mar (absent) Blake Behringer, El Cajon Juan Larios, Imperial Beach (remote) Joe Kuhn, La Mesa (remote) Izzy Murguia, Lemon Grove (remote) Atilano Moran, Lemon Grove (remote) Carmen Kasner, National City Martha Juarez, National City (remote) Beth Gentry, Otay WD (remote) Peejay Tubongbanua, Padre Dam MWD Mike Hindle, Padre Dam MWD (remote) Alisa Nichols, Poway Sumedh Bahl, County of San Diego (remote)

### San Diego City Staff/Consultants

Lisa Celaya, City of San Diego Adam Jones, City of San Diego Amy Dorman, City of San Diego Elif Cetin, City of San Diego Doug Campbell, City of San Diego Richard Fernandez, City of San Diego Abi Palaseyed, City of San Diego Shewit Semere, City of San Diego Kristy Reeser, City of San Diego Tung Phung, City of San Diego Edgar Patino, City of San Diego Sameh Tadros, City of San Diego Keli Baio, City of San Diego Yajaira Garst, City of San Diego Akram Bassyouni, City of San Diego

### San Diego Consultants

Doug Owen, Stantec Ben Stewart, Stantec

### Staff/Consultants Present

Karyn Keze, Executive Director, the Keze Group (remote) Dexter Wilson, Dexter Wilson Engineering Kathleen Heitt, Dexter Wilson Engineering Lori Anne Peoples, Metro JPA Board Secretary

### 1. <u>ACTION</u>: <u>Review and Approve MetroTAC Action Minutes for the Meeting of March 20,</u> 2024

**ACTION:** Motion by Carmen Kasner, seconded by Peejay Tubongbauna, the minutes be approved. Motion carried unanimously.

### 2. <u>UPDATE</u>: <u>Pure Water Program Update – Pure Water Program Update 041124 to</u> <u>Environmental Committee</u>

Amy Dorman, City of San Diego provided a brief verbal overview of the Pure Water Program Update presented to the Environmental Committee on April 11, 2024, and included in the agenda package.

- a. <u>ACTION</u>: <u>Consideration and Possible Action to Recommend Approval to the Metro</u> <u>JPA/Commission of Construction Change in Excess of \$2M on Morena Pump</u> <u>Station (K-21-1807-DBB-3-A) and Extend the Construction Contract Beyond 5</u> <u>Years</u>
- b. <u>ACTION</u>: <u>Consideration and Possible Action to Recommend Approval to the Metro</u> <u>JPA/Commission of Construction Change Order (CCO) 9 for K-21-1848-DBB-3</u> <u>Morena Conveyance North and Extend the Construction Contract Obligations</u> <u>beyond 5 Years</u>

Elif Cetin provided a brief verbal overview of the above items covered in her PowerPoint presentation included in the agenda package.

**ACTION:** Motion by Peejay Tubongbauna, seconded by Carmen Kasner, to recommend approval of items 2a and 2b to the Metro JPA/Commission. Motion carried unanimously.

Executive Director Karyn Keze requested Items 3 and 5 be combined.

### 3. <u>ACTION</u>: <u>Cancellation of June 19, 2024, MetroTAC Regular Meeting as San Diego</u> <u>Offices will be Closed and Consideration of Rescheduling to a Special meeting. Date</u> <u>to be Discussed/Determined.</u>

Executive Director Keze stated that she had been informed that the city would be closed on June 19<sup>th</sup> in observance of "Juneteenth" and therefore staff would not be available to participate in a TAC meeting on that date.

She then provided a brief verbal overview of her PowerPoint presentation on the "Agenda Topics Schedule" and suggested Functional Allocated Billing (FAB) and Second Amended and Restated Agreement (SARA) workshops be scheduled as appropriate starting in July on an as needed basis to continue the educational process regarding the new billing system methodology and SARA and answer TAC members questions.

Metro TAC Action Minutes April 17, 2024 Page 3 of 4

**ACTION:** Motion by Carmen Kasner, second by Izzy Murguia, to cancel the MetroTAC meeting of June 19<sup>th</sup> and schedule workshops as applicable to address the topics provided, starting in July. Motion carried unanimously.

### 4. <u>PRESENTATION</u>: <u>Metro Wastewater Billing Framework Update: From Strength Based</u> <u>Billing to Functional Allocated Billing (FAB)</u>

Dexter Wilson, Dexter Wilson Engineering, provided a background on the item noting that they were not asking for approval at this time. Further, work on this item began back in 2016, noting that the billing system had not been modified since the 1990's. The foundations for FAB such as the development of Exhibit B, including fixed capacities, have been presented throughout the process and TAC has been involved and input continually requested. Ben Stewart, STANTEC, presented a verbal overview of his PowerPoint presentation included in the agenda package. Adam Jones, City of San Diego stated that they had gone through high level concepts to give the PAs what they want. Karyn Keze requested the PAs send a list of what they want to her to have addressed in future workshops and she will provide them to Ben and Lisa. Dexter thanked Ben of Stantec and the City for the support they have provided and expressed his hope for a continued partnership.

Item 5 was heard in combination with Item 3

### 5. INFORMATION: MetroTAC Upcoming SARA Presentations and Meeting Types

### 6. UPDATE: Metro Wastewater (General) (Standing Item)

Lisa Celaya, City of San Diego stated that the emergency project for Pump Station 2 was proceeding well as were the mudslide/landslide restorations behind Pt. Loma.

### 7. UPDATE: Metro Wastewater Financial (Standing Item)

Adam Jones stated that city staff was working on the operations expenses for monitoring FY 2024 spending and noted that they had been approved for all SRF construction loan agreements. Further, they have submitted and received \$89M in claims through March and incorporated these so he should have a reasonable idea at the next meeting of how they will end up this fiscal year. He noted that this year or next SRF reimbursements will exceed expenditures as San Diego is able to catch up with prior incurred construction costs that have not been reimbursed to date by the SRF.

Mr. Jones recently met with MGO, and they are only months away from completing the FYI 2020 Exhibit E audit. MGO held a kickoff meeting for the FY 2021- 23 Exhibit E Audit (multi-year audit), and they are projecting to be caught up through 2023 by the end of the 2024 calendar year or early next year. Ms. Keze reminded the PAs that if refunds are received upon completion of the FY 2020 audit, to put them in reserves in case they are needed for the outcome of the multi-year audit. Lastly, Mr. Jones introduced Kristy Reeser, Rates Manager, to the group.

### 8. UPDATE: FY 2024 2<sup>nd</sup> Quarter Metro Capital Improvements and Funding Sources

Melissa Faber, City of San Diego, introduced herself as the new Sr. Engineering in PUD who had taken over the position of Tung Phung. She then provided a brief verbal overview of her PowerPoint presentation included in the agenda package.

Peejay Tubongbauna requested the percent of completion be added and change orders if applicable to the numbers being presented.

### 9. JPA Executive Director (Standing Item)

Executive Director Keze noted that she had submitted her written report in the agenda package and that she will be adding FY 2025 Budget to the May TAC meeting agenda if it is approved to move forward by the Finance Committee at their next meeting at the end of April. She reminded everyone to get Amendment 4 to their governing bodies as time was of the essence because The JPA's Treasurer, Lee Ann Jones-Santos, would be retiring on June 30<sup>th</sup> and we would like to continue her services as a private consultant to the JPA. Ms. Jones-Santos will be working with prior City of San Diego employee Rod Greek, CPA. Lastly, the Finance Committee has approved the funding of a contingency reserve and the funding of it in the next upcoming year so that will be brought forward as well with the FY 2025 JPA Draft Budget.

### 10. <u>UPDATE</u>: <u>Metro Commission/JPA Board Meeting Recap</u> (Standing Item)

Executive Director Keze noted that the JPA had approved all contracts that came through TAC, the Treasurers Reports and management items as well as updates to the Conflict-of-Interest Code required every 2 years which was done and incorporated the Executive Director position into her current contract.

### 11. <u>Review of Items to be Brought Forward to the Regular Metro Commission/Metro JPA</u> <u>Meeting (May 2, 2024)</u>

Items 2, 4 and 8 will be moving forward to the JPA in May.

### 12. Other Business of Metro TAC

None.

### **13.** <u>Adjournment</u> (To the next Regular MetroTAC Meeting May 15, 2024)

TAC Chair Alisa Nichols adjourned the meeting at 1:49 p.m.



The City of San Diego

Staff Report

DATE ISSUED: May 10, 2024

TO: City Council

FROM: Public Utilities Department

SUBJECT: Second Amendment to the Sole Source Contract with Agilent Technologies, Inc. to Provide Laboratory Instrumentation and Associated Software Packages for Data Analysis and Reporting

Primary	Violet Renick, Assistant Deputy Director	Phone: (619) 668-2710
Contact:		
Secondary	Peter Vroom, Deputy Director	Phone: (619) 758-2301
Contact:		

Council District(s): Citywide

### OVERVIEW:

This request is to authorize the execution of the Second Amendment to Sole Source Contract #3985 with Agilent Technologies, Inc. extending the original contract for an additional five years to provide new and replacement laboratory instrumentation and maintenance services needed to meet the City of San Diego's water quality monitoring permit requirements. The Second Amendment requests approval to increase the contract by \$4,876,000, bringing the total not to exceed amount to \$7,376,000 over a ten-year period.

### PROPOSED ACTIONS:

- 1. An Ordinance approving the Second Amendment to the Sole Source Contract with Agilent Technologies, Inc. to provide new and replacement laboratory instrumentation and associated services, in an amount not to exceed \$4,876,000, bringing the total not to exceed amount to \$7,376,000, and to extend the contract term an additional five years, and authorizing the Mayor or designee to sign and deliver the contract; and
- 2. The Chief Financial Officer is authorized to expend an amount not to exceed \$4,876,000 from the following: Fund 700011, Water Utility Operating; Fund 700001, Metro Sewer Utility; and Fund 700000, Muni Sewer Revenue, for the purpose of funding the Second Amendment to the Contract with Agilent Technologies, Inc., contingent upon adoption of the Annual Appropriation Ordinance for the applicable fiscal year, and contingent upon the Chief Financial Officer furnishing one or more certificates certifying that funds necessary for expenditure are, or will be, on deposit with the City Treasurer.

### **DISCUSSION OF ITEM:**

The Public Utilities Department (PUD) requests approval of the Second Amendment to Sole Source Contract #3985 with Agilent Technologies, Inc. (Agilent) to provide new and replacement laboratory instrumentation and associated maintenance services. The requested instrumentation is necessary to continue monitoring obligations required by the City of San Diego (City) drinking water, wastewater, and Pure Water monitoring permits.

The City's PUD oversees drinking water production and distribution and wastewater collection and treatment within the San Diego region. PUD conducts detailed chemical and biological analyses to ensure compliance with state and federal regulations, to optimize treatment processes for drinking and wastewater systems, and to protect human and environmental health. These tasks are highly technical and require advanced, state of the art instruments. For almost two decades, PUD has used analytical instruments supplied by Agilent due to their robustness and reliability in completing the required laboratory analyses for permit compliance and laboratory accreditation standards. Staff have accumulated years of significant expertise on these complex instruments and proprietary software that can be leveraged to ensure continued efficiency and cost-savings.

Per San Diego Municipal Code section 22.3016, the Purchasing Agent (Director of Purchasing and Contracting) must certify that the award of a sole source contract is necessary. This request was approved on February 7, 2019 and the Agilent contract became effective on July 26, 2019 for an amount not to exceed \$2,500,000.00. The First Amendment to the Sole Source Contract #3985 revised the scope of work and responsibilities and was executed on November 12, 2019. The Sole Source Request and Certification Form for the Second Amendment was approved by the Director of Purchasing and Contracting on May 10, 2024.

The Second Amendment extends the term of the current Sole Source Contract #3985 for an additional five (5) years and adds associated costs to provide replacement instruments nearing the end of their lifespan and to meet continuing regulatory permit monitoring requirements including testing for organic pollutants, pesticides, and contaminants of emerging concern. In addition, one new instrument is requested to fulfill new Pure Water permit monitoring requirements for daily validation of pathogen removal from purified wastewater. This Amendment also includes services for maintenance and repair to ensure ongoing optimal performance. For a budget breakdown see Attachment A, which shows the summarized costs based on the anticipated need for each instrument.

### <u>City of San Diego Strategic Plan:</u>

Over 2.3 million customers rely on PUD's safe and reliable treatment of drinking water and wastewater, and expect full compliance with all applicable regulations. This commitment aligns with the Strategic Plan's Priority Area: "Protect & Enrich Every Neighborhood" by ensuring continuous effective monitoring of the City's treated drinking water and wastewater to protect the communities we serve.

### Fiscal Considerations:

The Second Amendment to the Sole Source Contract #3985 increases the total not to exceed amount by \$4,876,000. Funds will be available, beginning in Fiscal Year 2025, in Fund 700011, Water Utility Operating; Fund 700001, Metro Sewer Utility; and Fund 700000, Muni Sewer Revenue, contingent upon adoption of the Annual Appropriation Ordinance for the applicable fiscal year, and contingent upon the Chief Financial Officer furnishing one or more certificates certifying that funds necessary for expenditure are, or will be, on deposit with the City Treasurer. Purchases and services are to be made on an as-required basis.

The estimated amount to be spent in Fiscal Year 2025 is \$1,001,017.38, of which \$231,606.90 is from Fund 700011, Water Utility Operating, \$729,831.85 from Fund 700001, Metro Sewer Utility, and \$39,578.63 from Fund 700000, Muni Sewer Revenue.

### Charter Section 225 Disclosure of Business Interests:

There is no individual that owns more than 10% of the contracting entity that will receive more than 10% of the contract amount.

### Environmental Impact:

This activity is not a "project" pursuant to CEQA Guidelines Section 15378(b)(2) as it involves continuing administrative or maintenance activities (provides replacement laboratory instrumentation and maintenance services). Thus, this activity is not subject to CEQA pursuant to CEQA Guidelines Section 15060(c)(3).

### Climate Action Plan Implementation:

This action to authorize the Second Amendment to Sole Source Contract #3985 with Agilent Technologies, Inc. to provide replacement laboratory instrumentation and maintenance services aligns with the City's Climate Action Plan (CAP) Strategy 5: Resilient Infrastructure and Healthy Ecosystems, Measure 5.3 Action: Develop local water supply and reduce dependance on imported water. Continued monitoring of treated wastewater, drinking water, and environmental samples ensures the continued operation and reliability of our comprehensive water, wastewater, recycled water and Pure Water systems, serving the City's commercial and residential customers. In addition, this monitoring is essential for the effective utilization of existing local water supplies and future local supplies generated from the Pure Water Program.

### Equal Opportunity Contracting Information (if applicable):

The Second Amendment to Sole Source Contract #3985 is subject to the City's Equal Employment Opportunity Outreach Program (San Diego Ordinance No. 18173, Municipal Code Sections 22.2701 through 22.2708) and Non-Discrimination in Contracting Ordinance (San Diego Municipal Code Sections 22.3501 through 22.3517).

<u>Previous Council and/or Committee Actions:</u> N/A

<u>Planning Commission Action:</u> N/A

### Key Stakeholders and Community Outreach Efforts:

Stakeholders include Public Utilities Department and Water and Wastewater Ratepayers. The citizens of the City of San Diego will benefit from these services related to chemical analyses for drinking water and wastewater operations to safeguard human and environmental health.

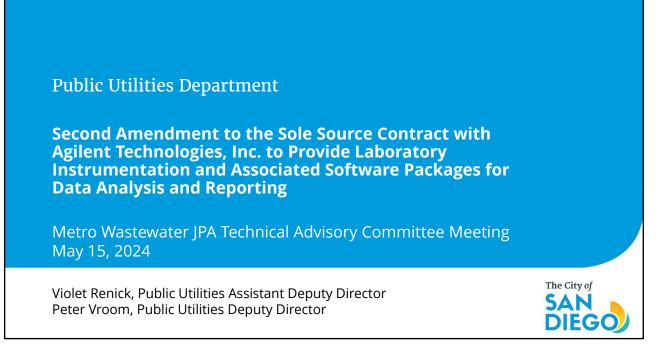
The renewal of this Contract will be reviewed by the San Diego Metro TAC on May 15, 2024, and the Metro JPA / Metro Commission on June 6, 2024.

Lisa Celaya

Kris McFadden

Public Utilities Department Executive Assistant Director

Deputy Chief Operating Officer



1

## SD

# **History & Background**

- PUD oversees wastewater collection and treatment & drinking water treatment and distribution within San Diego
- Monitoring conducted according to state & federal regulations
  - Safeguards human & environmental health
- Requires use of advanced, state of the art instruments operated by highly trained chemists



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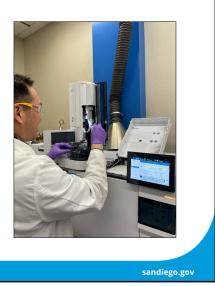
# **Agilent Instruments in Action**



## sb

# Laboratory Needs

- <u>14</u> current instruments have or will meet their operational lifespan and require replacement
- Continued maintenance and repair services are required
  - Ensure proper functioning of the system at all times
  - Consistent with standard industry practices and usage



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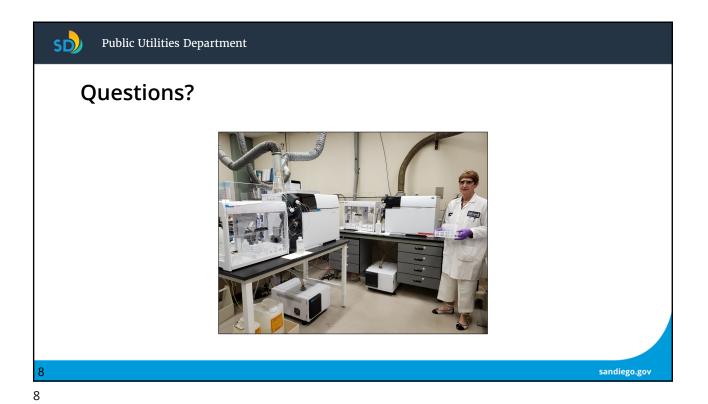
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# Contract

- Sole Source Contract Second Amendment
- Five-year continuation of contract to provide laboratory equipment and services
- Amount not to exceed \$4,876,000 over five years
  - Metro JPA amount is \$2,438,000 (50%)



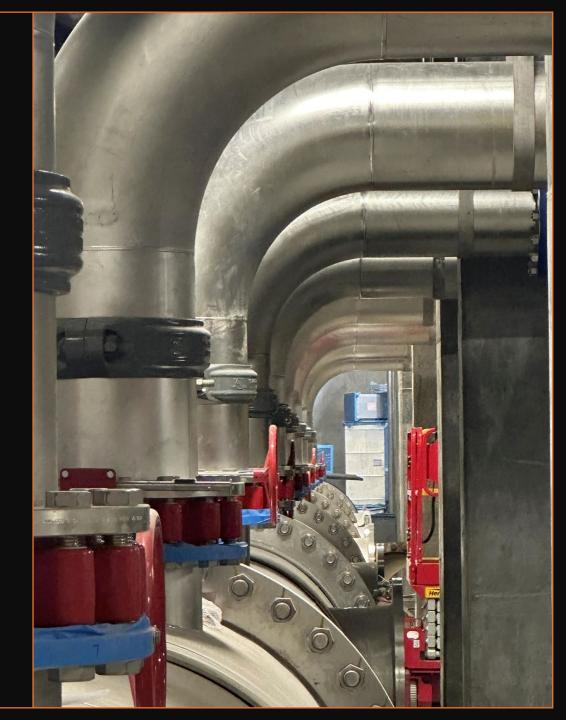
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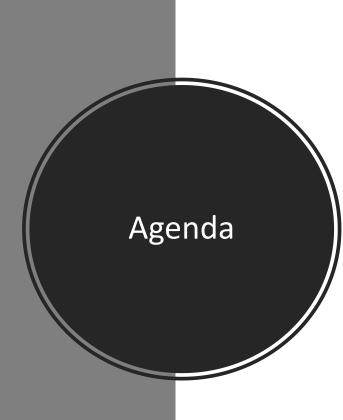


# FY 2025 Draft Budget

Metro Wastewater JPA Metro TAC Meeting

May 15, 2024





- Introduction
- Revenue Outcome FY 2024
- Key Budget Objectives
- Revenue and Expenditure Overview
- FY 2025 PA Budget Allocations
- Contingency Reserve & Funding



- Per Section 6.05 of the Metro Wastewater JPA Agreement, the Board of Directors of the JPA may adopt an operating budget prior to July 1 of each year.
- The draft budget is first reviewed by the Finance Committee.
  - First Step: Review previous year's projected outcomes.
  - Second Step: Establish key objectives for the upcoming year.
  - Finance Committee has met twice and approved draft.
- Moved forward to Metro TAC for review and input
- Moved forward to JPA Board for review and
- approval

Step 1: FY 2024 Projected Budget Versus Actual

	Actual Through 12/31/2023		- Remaining			orecast Igh 6/30/24	Approved Annual Budget		Forecast over /(under) Budget		
										\$	%
Income											
Membership Dues	\$	727,544	\$	-	\$	727,544	\$	727,545	\$	(1)	0%
Use of Reserves	\$	-		-		-		-		-	
City of San Diego	\$	6,770	\$	21,248		28,018		44,210		(16,192)	-37%
Interest Income		470		200		670		-		670	
otal Income	\$	734,784	\$	21,448	\$	756,232	\$	771,755	\$	(15,523)	-2%
xpense											
Admin - Board Secretary	\$	25,630	\$	22,800	\$	48,430	\$	37,100	\$	11,330	31%
Bank Charges		36		36		72		200		(128)	-64%
Financial Services								-		. ,	
Audit Fees (1)		20,800		24,200		45,000		12,000		33,000	275%
Executive Director - The Keze Group (2)		70,179		79,000		149,179		150,000		(821)	-1%
Treasurer - El Cajon		-		11,600		11,600		30,000		(18,400)	-61%
JPA/TAC meeting expenses		-		4,225		4,225		6,000		(1,775)	-30%
Miscellaneous		24		-		24		250		(226)	-91%
Per Diem - Board		12,648		12,648		25,296		25,000		296	1%
Printing, Postage, Supplies		-		250		250		860		(610)	-71%
Professional Services											
Engineering - Dexter Wilson		94,627		105,000		199,627		200,000		(373)	0%
Engineering - NV5		7,935		8,000		18,000		40,000		(22,000)	-55%
Legal - Procopio (2nd ARA/PW)		81,292		66,500		147,792		150,000		(2,209)	-1%
Legal - Procopio (General)		29,774		30,000		59,774		60,000		(226)	0%
Legal - Procopio (Spill)		9,519		20,000		29,519		30,000		(481)	-2%
Paul Redvers Brown		1,160		4,640		5,800		24,900		(19,100)	-77%
Strategic Planning											
Communications											
Telephone, Internet, Software		1,141		999		2,140		2,140		-	0%
Website Architecture Update		-		-		-		-		-	
Website Maintenance & Hosting (3)		-		-		-		3,305		(3,305)	
Total Expense	\$	354,764	\$	389,898	\$	746,727	\$	771,755	\$	(25,028)	-3%
Net Income (Loss)	\$	380,020	\$		\$		\$		\$		

(1) FY 2024 audit budget of \$45,000 for two-year audits approved after start of FY 2024 fiscal year.
 (2) FY 2024 budget amended to include \$18,000 contract increase for Executive Director position in April 2024.

(3) FY 2024 Website Contract prepaid in FY 2023

Step 2: Key Objectives

# • Transition Treasurer's Role

- Shift from PA Representative to External Consultant to leverage specialized expertise.
- Continue JPA Reorganization
  - Continue the process of restructuring to enhance operational efficiency.
- Create Strategic Planning Ad-Hoc Committee
  - Establish a planning group to focus on long-term strategic goals.
- Engage a Third-Party Facilitator
  - Hire an expert to guide the strategic planning process, ensuring objectivity and depth.
  - Determine and refine key objectives for the upcoming years to align with organizational goals and fund them.
- Fund Contingency Reserve

FY 2025: Revenue and Expenditure Overview

	FY 2025 Proposed Annual Budget	Difference from FY '24 Budget		Variances in Line Items Compared to the FY 2024 budget
Income			-	
Membership Dues	\$ 988,569	\$ 261,024		Increase based on FY 2025 budget adjustments
Use of Reserves	. ,	-		<u> </u>
City of San Diego	35,355	(8,855	<b>`</b>	Decrease due to facilitation contract reduction
Interest Income	700	700	-	Not included in FY 2024 budget
Total Income	\$ 1,024,624	\$ 252,869	-	
	Ş 1,024,024	Ş 232,805		
Expense	\$ 49,200	\$ 12,100		Contract accurately budgeted with COLA
Admin - Board Secretary		\$ 12,100		
Bank Charges	200	-		
Contingency Reserve Funding	197,714	197,714		Finance Committee Recommendation
Financial Services				
Audit Fees	-	(12,000	·	Audit not required in FY 2025
Executive Director - The Keze Group	168,000	18,000		Executive Director's increase approved 4/24
Treasurer	50,000	20,000		Transition to private consulting from PA support
JPA/TAC meeting expenses	6,000	-		
Miscellaneous	250	-		
Per Diem - Board	28,500	3,500		More frequent meetings and COLA adjustments
Printing, Postage, Supplies	500	(360	)	Decrease based on actual expense forecast
Professional Services				
Engineering - Dexter Wilson	200,000	-		
Engineering - NV5	30,000	(10,000	)	Decrease following SARA draft completion
Legal - Procopio (2nd ARA/PW)	150,000	-		
Legal - Procopio (General)	60,000	-		
Legal - Procopio (Spill)	30,000	-		
Paul Redvers Brown	12,450	(12,450	)	Decrease following SARA draft completion
Strategic Planning	15,275	15,275		New contract
IT & Communications	20,000	20,000		Placeholder for potential website update, etc.
Telephone, Internet, Software	3,000	860		Software cost expected to rise.
Website Architecture Update	-	-		
Website Maintenance & Hosting	3,535	230		Year three of four-year approved contract
Total Expense	\$ 1,024,624	\$ 252,869		

	ACTUAL FY 2	2024	BILLING	DRAFT FY 2025 BILLING								
Agency	Per Cent Amount			Per Cent	Bas	e Amount	Difference					
	Agency Billing	Το	tal Agency Billing	Agency Billing	Tot	tal Agency Billing		\$	%			
Chula Vista	31.84%	\$	231,650	33.03%	\$	261,255	\$	29,605	12.8%			
Coronado	2.70%	\$	19,644	2.64%	\$	20,870	\$	1,226	6.2%			
County of SD*	15.99%	\$	116,334	17.02%	\$	134,572	\$	18,238	15.7%			
Del Mar	0.02%	\$	146	0.03%	\$	212	\$	66	45.4%			
El Cajon	14.46%	\$	105,203	14.43%	\$	114,097	\$	8,894	8.5%			
Imperial Beach	3.67%	\$	26,701	3.89%	\$	30,765	\$	4,064	15.2%			
La Mesa	7.89%	\$	57,403	7.15%	\$	56,520	\$	(884)	-1.5%			
Lemon Grove	3.32%	\$	24,154	3.21%	\$	25,350	\$	1,196	4.9%			
National City	8.39%	\$	61,041	7.64%	\$	60,414	\$	(627)	-1.0%			
Otay Water District	0.55%	\$	4,001	0.65%	\$	5,101	\$	1,100	27.5%			
Padre Dam MWD	7.01%	\$	51,001	6.27%	\$	49,625	\$	(1,375)	-2.7%			
Poway	4.16%	\$	30,266	4.06%	\$	32,073	\$	1,808	6.0%			
Total	100%	\$	727,545	100%		790,855	\$	63,310	8.7%			

FY 2025 JPA Budget Allocations Contingency Reserve Funding

- Contingency Reserve adopted with FY 2024 Budget
  - Funding deferred until FY 2025 Budget
- Current JPA Reserve Structure
  - Operating Reserve (Four Months Operating Expense)
  - Contingency Reserve (Three Months)
- Contingency Reserve Purpose
  - Safeguard JPA's financial health and ensure against financial unknowns.
    - Operational stability
    - Budget flexibility
- Initial Funding
  - Fully fund in one-year: \$197,714
  - Future funding replacement only

		DRA	FT FY	2025 BILL	ING			Cont	ingency Re	eser	ve Funding		
Agency	Bas	se Amount		Differ	ence	Fund In One -Year							
	Το	tal Agency Billing		\$	%	Cor	Reserve htribution r Agency		Total Y 2025 + Reserve		Difference	FY2024	
Chula Vista	\$	261,255	\$	29,605	12.8%	\$	65,314	\$	326,569	\$	94,919	41.0%	
Coronado	\$	20,870	\$	1,226	6.2%	\$	5,218	\$	26,088	\$	6,444	32.8%	
County of SD*	\$	134,572	\$	18,238	15.7%	\$	33,643	\$	168,215	\$	51,881	44.6%	
Del Mar	\$	212	\$	66	45.4%	\$	53	\$	264	\$	119	81.7%	
El Cajon	\$	114,097	\$	8,894	8.5%	\$	28,524	\$	142,621	\$	37,418	35.6%	
Imperial Beach	\$	30,765	\$	4,064	15.2%	\$	7,691	\$	38,456	\$	11,755	44.0%	
La Mesa	\$	56,520	\$	(884)	-1.5%	\$	14,130	\$	70,649	\$	13,246	23.1%	
Lemon Grove	\$	25,350	\$	1,196	4.9%	\$	6,338	\$	31,688	\$	7,533	31.2%	
National City	\$	60,414	\$	(627)	-1.0%	\$	15,104	\$	75,518	\$	14,477	23.7%	
Otay Water District	\$	5,101	\$	1,100	27.5%	\$	1,275	\$	6,376	\$	2,375	59.3%	
Padre Dam MWD	\$	49,625	\$	(1,375)	-2.7%	\$	12,406	\$	62,032	\$	11,031	21.6%	
Poway	\$	32,073	\$	1,808	6.0%	\$	8,018	\$	40,092	\$	9,826	32.5%	
Total		790,855	\$	63,310	8.7%	\$	197,714	\$	988,569	\$	261,024	35.9%	

# Contingency Reserve Funding

9





# QUESTIONS

Pictures Courtesy of the City of San Diego PUD

### PROFESSIONAL SERVICES AGREEMENT FOR TREASURER SERVICES BETWEEN METRO WASTEWATER JOINT POWERS AUTHORITY AND RODNEY GREEK, CPA

This Professional Services Agreement ("Agreement") is made on this \_\_\_\_\_ day of June, 2024 ("Effective Date"), between METRO WASTEWATER JOINT POWERS AUTHORITY ("METRO JPA"), and RODNEY GREEK, CPA ("TREASURER"), an independent contractor, collectively referred to herein as "parties" or individually as "party," to furnish certain services as provided in this Agreement and upon the following terms and conditions.

### ARTICLE 1 TERM OF AGREEMENT

1.01 The term of this Agreement shall commence on the Effective Date stated above, and will continue through June 30, 2025 or until terminated as provided under Article 7, whichever occurs first. At the Parties discretion, and pursuant to a written letter agreement, this Agreement may be extended by one optional year according to the terms set forth in Attachment A – Scope of Work ("Attachment A") and herein. This Agreement may be further extended by a written amendment signed by both parties. Attachment A may contain further instructions regarding required timelines for performance of the Services to be provided under this Agreement. Time is of the essence for each and every provision of this Agreement.

### ARTICLE 2 SCOPE OF WORK

### **Specific Services**

2.01 TREASURER shall perform the services within the scope described in Attachment A and as authorized by METRO JPA (the "Services"). TREASURER will provide METRO JPA with periodic reports regarding the progress of Services performed, at METRO JPA's request. Any changes to the scope of work or timeframes identified in Attachment A must be authorized by METRO JPA in writing and shall be set forth as an amendment to this Agreement.

2.02 TREASURER shall determine the method, details, and means of performing the above-described Services. TREASURER shall supply all labor, tools, materials, and equipment required to perform the Services under this Agreement.

### **Standard of Performance**

2.03 TREASURER shall perform the Services required hereunder in accordance with the prevailing standard of care by exercising the skill and ability customarily exercised by reputable members of TREASURER's profession providing the same or similar services in the State of California. While exercising its professional skill and expertise, TREASURER shall use reasonable diligence and best judgment, and shall perform the Services required hereunder in the best interests of METRO JPA. Acceptance by METRO JPA of reports, and incidental professional work or materials furnished hereunder, shall not in any way relieve TREASURER of responsibility for the adequacy of its work.

2.04 METRO JPA has a primary interest in maintaining the individual services of the following key project team members:

- 1. Rodney Greek
- 2. Lee Ann Jones-Santos

2.05 No member of the project team shall be removed from the project team or reassigned by TREASURER without prior approval of METRO JPA. TREASURER shall immediately inform METRO JPA, in writing, should any of the key members become unavailable. TREASURER must submit the credentials for substitutes for key project members to METRO JPA for review and approval. At the discretion of METRO JPA, an interview may be required prior to approval of a substitute key project member.

### ARTICLE 3 COMPENSATION

### **Compensation for Work Performed Under This Agreement**

3.01 Compensation payable to TREASURER for Services performed under this Agreement shall not exceed forty thousand dollars (\$40,000) during fiscal year 2025 (July 1, 2024 - June 30, 2025), in the aggregate, and fifty thousand dollars (\$50,000) during **optional** fiscal year 2026 (July 1, 2025 - June 30, 2026), in the aggregate. This amount shall not be exceeded unless agreed upon through an amendment to this Agreement executed by both parties. Such amendment shall identify any change in compensation as a result of the change in scope of work. The parties agree that this compensation was developed in accordance with the customary and prevailing compensation level in the community and surrounding area for comparable services. TREASURER and METRO JPA agreed to this amount through an arm's length negotiation between the parties.

### Payment of Expenses and Monthly Invoices

3.02 METRO JPA will reimburse TREASURER for all reasonable expenses incurred in performing Services under this Agreement as the work progresses, provided that such reasonable expenses shall be included in and subject to the maximum compensation amount stated above in this Article. TREASURER shall submit invoices to METRO JPA's Accounts Payable department once per month. Such invoices shall include a brief narrative description of the work performed, as well as detailed time expenditures on a taskby-task basis pursuant to Attachment A. The term "expenses" means telephone bills, and federal express charges, mailing charges and any other pre-approved expenses by METRO JPA. TREASURER will provide METRO JPA with receipts and proof of payment for all expenses. METRO JPA shall make payment to TREASURER within forty-five (45) days of receipt of an approved invoice.

3.03 METRO JPA shall have the right to withhold payment from TREASURER for any unsatisfactory Services until such time service is performed satisfactorily or as otherwise provided for in this Agreement.

### ARTICLE 4 RELATIONSHIP OF PARTIES

### **Independent Contractor**

4.01 It is expressly understood and agreed that TREASURER is an independent contractor and its employees are not employees of METRO JPA while engaged in carrying out this Agreement. TREASURER is free from the control and direction of METRO JPA in connection with the performance of the work, TREASURER performs work that is outside the usual course of METRO JPA business, and TREASURER is customarily engaged in an independently established trade, occupation, or business of the same nature as that involved in the work performed. The parties agree that no work, act, commission, or omission of

TREASURER or its employee(s) pursuant to this Agreement shall be construed to make TREASURER or its employee(s) the agent, employee, or servant of METRO JPA. TREASURER and its employee(s) are not entitled to receive from METRO JPA vacation pay, sick leave, retirement benefits, Social Security, workers' compensation, disability benefits, unemployment benefits, or any other employee benefit of any kind. TREASURER shall be solely responsible for paying all federal and state employment and income taxes, for carrying workers' compensation insurance, and for otherwise complying with all other employment law requirements with respect to TREASURER and its employee(s).

4.02 To the maximum extent allowable by law, TREASURER agrees to indemnify, defend and hold METRO JPA harmless from any and all liability, damages, or losses (including attorneys' fees, costs, penalties, and fines) that METRO JPA suffers as a result of (a) TREASURER's failure to meet its obligations under this Article, or (b) a third party's designation of TREASURER or its employee(s) as an employee of METRO JPA, regardless of any actual or alleged negligence by METRO JPA.

### **Non-Exclusive Relationship**

4.03 TREASURER and METRO JPA acknowledge that the relationship between the parties is nonexclusive and TREASURER may perform or engage in any activity not inconsistent with this Agreement, including performing services for, or contracting with, other clients, persons, or companies as TREASURER sees fit. METRO JPA reserves the right to employ other contractors in connection with the Services described in Attachment A.

### ARTICLE 5 OBLIGATIONS OF CONTRACTOR

### **Compliance with Laws/Rules**

5.01 In performing the Services specified in this Agreement, TREASURER agrees to comply with all applicable laws, rules, regulations, and ordinances, whether federal, state, or local, including, specifically, the obligations of Treasurer delineated in Government Code 6505 and 6505.5, and any and all applicable METRO JPA policies, procedures, departmental rules, and other directives provided by METRO JPA to TREASURER. Any changes to METRO JPA policies and procedures that relate to TREASURER will be provided to TREASURER in writing. TREASURER agrees that, prior to entering into this Agreement, it has reviewed such policies, procedures, rules, and directives, the contents of which TREASURER will be deemed to have knowledge.

5.02 TREASURER shall ensure that any report generated under this Agreement complies with California Government Code section 7550.

### Indemnity, Hold Harmless, and Defense

5.03 To the maximum extent allowable by law, TREASURER shall indemnify, defend, and hold harmless METRO JPA and its Member Agencies, and each of their respective officials, officers, directors, employees, agents and volunteers (collectively referred to as the "Indemnified Parties") against all claims, demands, losses, costs, expenses, obligations, liabilities, damages, recoveries, and deficiencies, including interest, penalties, attorneys' fees, and costs (collectively referred to as "Liabilities") that such entities or persons may incur that pertain to, arise out of, or relate to TREASURER'S performance or obligations under this Agreement, or to TREASURER's negligence, recklessness, or willful misconduct, or a breach by TREASURER of any representation or agreement contained in this Agreement. TREASURER's obligation to indemnify, defend, and hold harmless METRO JPA shall extend to the acts or omissions, either directly or indirectly, by TREASURER's officers, officials, directors, employees, subcontractors, agents, representatives, volunteers, successors, assigns, or anyone for whom TREASURER is legally responsible. TREASURER's obligations to indemnify, defend, and hold METRO JPA harmless against any Liabilities

shall apply regardless of any negligence of Indemnified Parties, except to the extent caused by the sole negligence or willful misconduct of the Indemnified Parties.

**5.03.1** TREASURER shall cooperate with and do whatever is necessary to protect Indemnified Parties from any such Liabilities.

5.03.2 TREASURER shall defend Indemnified Parties, at TREASURER's own cost, expense and risk, from any and all such aforesaid Liabilities asserted in claims, demands, actions, causes of action, arbitration, mediations or other proceedings of any kind that may be brought or instituted against Indemnified Parties. TREASURER and Indemnified Parties shall be jointly represented by legal counsel, unless there is a conflict of interest, and TREASURER shall pay Indemnified Parties' reasonable attorneys' fees and costs as they are incurred. Indemnified Parties shall be consulted regarding, and shall approve, the selection of legal counsel. Should separate legal counsel be necessary for Indemnified Parties, as determined by METRO JPA, TREASURER shall pay for the reasonable attorneys' fees and costs including expert witness fees, as such fees and costs are incurred and within thirty (30) days of receipt of an invoice, for Indemnified Parties' legal counsel in addition to TREASURER's own legal fees and costs. In all circumstances, Indemnified Parties' reserve the right to retain their own attorneys. TREASURER shall not agree without Indemnified Parties' prior written consent to any settlement on Indemnified Parties' behalf.

**5.03.3** If TREASURER is obligated to defend Indemnified Parties pursuant to this Article 5 and fails to do so after reasonable notice from METRO JPA, Indemnified Parties may defend themselves and/or settle such claims, suit or assertion, and TREASURER shall pay to Indemnified Parties any and all Liabilities incurred in relation to Indemnified Parties' defense and/or settlement of such proceeding.

5.03.4 TREASURER shall pay and satisfy any judgment, award, liability, or decree that may be awarded, imposed, or rendered against Indemnified Parties as a result of any claims, demands, suits, actions, causes of action, arbitrations, mediations, or other proceedings whether legal, administrative or otherwise, including any settlement related thereto.

5.03.5 TREASURER's obligation to indemnify, defend, and hold METRO JPA harmless against all Liabilities shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for TREASURER, subcontractor, supplier, or other person under workers' compensation acts, disability acts or other employee acts or the insurance required by this Agreement. TREASURER's obligation to indemnify, defend, and hold METRO JPA harmless against all Liabilities shall not be restricted to insurance proceeds, if any, received by TREASURER or Indemnified Parties. Provision of insurance coverage as required by this Agreement shall not affect TREASURER's indemnity obligations.

5.03.6 TREASURER's indemnification, hold harmless, and defense obligation shall survive the termination or expiration of this Agreement.

### Notice of and Participation in Third Party Claims

5.04 TREASURER shall give METRO JPA written notice of any claim or liability asserted by a third party that arises from or relates to the Work performed under this Agreement ("Third-Party Claim"), as soon as possible upon the receipt of information of any possible Third-Party Claim or of the commencement of any Third-Party Claim. TREASURER shall not oppose any attempt by METRO JPA to intervene or otherwise participate in any such Third-Party Claim. TREASURER shall not settle any Third-Party Claim covered by this Section unless it has obtained the prior written consent of METRO JPA, which consent shall not be unreasonably withheld, conditioned or delayed. METRO JPA shall have no liability under this Section for any Third-Party Claim for which such notice is not provided or is not provided in a timely manner, including no liability for contribution, indemnification, reimbursement or penalties. TREASURER's obligations hereunder shall survive the termination or expiration of this Agreement.

### **Official Bond and Insurance**

5.05 TREASURER shall file an official bond in the amount of \$25,000 pursuant to Government Code section 6505.1. Metro JPA shall reimburse the TREASURER for the cost of the bond; provided, however, that such reimbursement shall not exceed \$1,500.

5.06 TREASURER shall procure and maintain in full force and effect for the duration of this Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by TREASURER, its agents, representatives, employees, or subcontractors. Insurance policies shall be on an occurrence basis, and coverage shall be at least as broad and in the minimum amounts as follows:

**5.06.1** California Workers' Compensation Insurance, as required by the State of California, with statutory limits, and Employer's Liability Insurance with limits of no less than One Million Dollars (\$1,000,000) per accident for bodily injury or disease.

5.06.2 General Liability Insurance [ISO Form CG 0001, or equivalent], covering products and completed operations, bodily injury, personal & advertising injury and property damage with limits no less than One Million Dollars (\$1,000,000) per occurrence. If a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

**5.06.3** Automobile Liability Insurance [ISO Form CA 0001 covering code 1 (any auto), or if no owned autos, Code 8 (hired) and 9 (non-owned), or equivalent forms] with limits no less than One Million Dollars (\$1,000,000) per accident for bodily injury and property damage.

**5.06.4** Error and Omissions (Professional Liability) Insurance appropriate to TREASURER's services, with limits no less than One Million Dollars (\$1,000,000) per occurrence or claim, and Two Million Dollars (\$2,000,000) aggregate.

5.07 The following are required provisions:

5.07.1 Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to Insured Parties.

5.08 TREASURER will furnish METRO JPA with certificates of insurance prior to the commencement of work under this Agreement, and as may be periodically requested by METRO JPA. TREASURER shall include all endorsements necessary to comply with this Agreement, including additional insured endorsements, signed by the insurer's representative. Such evidence shall include confirmation that coverage includes or has been modified to include all provisions required by this Agreement. TREASURER shall, upon request of METRO JPA at any time, deliver to METRO JPA complete, certified copies of the policies of insurance, including endorsements, and receipts for payment or premiums thereon, required by this Agreement. Failure to obtain the required documents prior to the work beginning shall not waive TREASURER's obligation to provide them.

5.09 If any of the required coverages expire during the term of this Agreement, TREASURER shall deliver the renewal certificate(s) including the general liability and auto liability additional insured endorsements to METRO JPA at least ten (10) days prior to the expiration date.

5.10 TREASURER shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and TREASURER shall ensure that METRO JPA is an additional insured on insurance required from subcontractors.

5.11 Claims Made Policies. If any of the required policies provide coverage on a claims-made basis:

5.11.1 The Retroactive Date must be shown and must be before the date of the Agreement or the beginning of contract work.

5.11.2 Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.

5.11.3 If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the TREASURER must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

### **Conflict of Interest**

5.12 Upon the award of this Agreement and periodically thereafter, TREASURER shall be required to complete and file with METRO JPA a Statement of Economic Interest (Form 700), to be provided to TREASURER by METRO JPA.

### Assignment/Subcontracting

5.13 TREASURER shall not subcontract or assign this Agreement nor any duties or obligations under this Agreement without the prior written consent of METRO JPA. TREASURER shall be responsible for the acts and omissions of and for payment to any subcontractor performing services under this Agreement, and shall bind any such subcontractor to TREASURER's duties and obligations hereunder. METRO JPA shall have the right to approve any subcontractor agreements. Nothing contained in this Agreement will create any contractual relationship between METRO JPA any subcontractor of TREASURER.

### ARTICLE 6 OBLIGATIONS OF METRO JPA

6.01 METRO JPA agrees to comply with all reasonable requests of TREASURER, including requests to access documents, data and facilities reasonably necessary for the performance of TREASURER's duties under this Agreement, consistent with applicable law.

### ARTICLE 7 TERMINATION OF AGREEMENT

### **Termination for Cause**

7.01 If METRO JPA determines that TREASURER has failed to perform the Services under this Agreement in accordance its terms and conditions, METRO JPA may terminate all or part of the Agreement for cause. This termination shall become effective if TREASURER does not cure its failure to perform within 10 days (or more, if authorized in writing by METRO JPA) after receipt of a notice of intention to terminate from METRO JPA specifying the failure in performance. If a termination for cause does occur, METRO JPA shall have the right to withhold monies otherwise payable to TREASURER until the Services under this Agreement are completed. If METRO JPA incurs additional costs, expenses, or other damages due to the failure of TREASURER to properly perform under this Agreement, these costs, expenses, or other damages shall be deducted from the amounts withheld. Should the amounts withheld exceed the amounts deducted, the balance will be paid to TREASURER upon completion of the Services to be provided under this Agreement. If the costs, expenses, or other damages incurred by METRO JPA exceed the amounts withheld, TREASURER shall be liable to METRO JPA for the difference.

7.02 TREASURER may terminate this Agreement for cause if METRO JPA fails to cure a material default in performance within a period of 30 days, or such longer period as TREASURER may allow, after METRO JPA's receipt from TREASURER of a written termination notice specifying the default in performance. In the event of termination for cause by TREASURER, METRO JPA will pay TREASURER in accordance with Section 7.03.

### **Termination Without Cause**

7.03 METRO JPA may terminate this Agreement for convenience at any time upon written notice to TREASURER, in which case, METRO JPA will pay TREASURER for all Services performed and all expenses incurred under this Agreement up to and including the effective date of termination less any costs, expenses, or other damages due to the failure of the TREASURER to properly perform pursuant to the Agreement. No compensation will be payable for anticipated profit on unperformed services.

### ARTICLE 8 PROPRIETARY AND CONFIDENTIAL INFORMATION

8.01 Any written, printed, graphic, or electronically or magnetically recorded information furnished by METRO JPA for TREASURER's use is the sole property of METRO JPA. TREASURER and its employee(s) and subcontractor(s) will keep any confidential information provided by METRO JPA in the strictest confidence, and will not disclose it by any means to any person except with METRO JPA approval, and only to the extent necessary to perform the Services under this Agreement. On termination of this Agreement, TREASURER will promptly return to METRO JPA any confidential information in its possession.

### ARTICLE 9 GENERAL PROVISIONS

### Notices

9.01 Any notices required to be given under this Agreement by either party to the other may be affected by email and in writing via personal delivery or mail (first class, registered, or certified) with postage prepaid and return receipt requested. Mailed notices must be addressed to the parties at the addresses below, but each party may change the address by giving written notice in accordance with this Section. Any notice personally delivered or sent by email shall be deemed communicated upon receipt if received before 5:00 p.m. Pacific Standard Time ("PST") on a business day, or the following business day if received after 5:00 p.m. PST or on a Saturday, Sunday, or legal holiday. Any notice sent by overnight delivery service shall be deemed communicated three (3) days after deposit in the United States mail.

To METRO JPA:	Metro Wastewater JPA P.O. Box 1072 National City, CA 91951 Email: ExecutiveDirector@metrojpa.org Attention: Executive Director
To TREASURER:	Rodney Greek, CPA 1325 N. Vulcan Ave. Encinitas, CA 92024 Email: <u>rjgreek@cox.net</u> Attention: Rodney Greek

### **Entire Agreement of the Parties**

9.02 This Agreement, including any Attachments, contains the entire understanding between the parties hereto with respect to the subject matter hereof, and supersedes all prior and contemporaneous agreements and understandings, inducements, or conditions, express or implied, oral or written, except as herein contained.

The express terms hereof control and supersede any course of performance and/or usage of the trade inconsistent with any of the terms hereof.

### Amendment

9.03 This Agreement may not be modified or amended other than by a writing signed by the parties, including any changes to the scope of services or any timeframes identified in Attachment A.

### **Partial Invalidity**

9.04 If any non-material provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will continue in full force and effect without being impaired or invalidated in any way.

### **Attorneys' Fees**

9.05 If any legal action, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing party will be entitled to reasonable attorneys' fees, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which that party may be entitled.

### **Ownership of Documents and Materials**

9.06 All original drawings, data, reports, documents and materials developed for the project, including detailed calculations, shall be furnished to and become the property of METRO JPA. METRO JPA agrees to indemnify TREASURER for claims, damages, or liabilities caused by any use by METRO JPA of the plans, drawings, specifications, and all information gathered by TREASURER on any project other than the one for which such plans, drawings, and specifications were prepared and information gathered by TREASURER.

### Audits

9.07 This Agreement is subject to examination and audit of the State Auditor, at the request of METRO JPA or as part of any audit of METRO JPA, for a period of three (3) years after final payment under the Agreement. TREASURER shall cooperate with METRO JPA, including any authorized representative of METRO JPA, regarding such audit at no charge to METRO JPA.

### Counterparts

9.08 This Agreement may be executed in counterparts and electronically, each of which shall constitute an original, but all of which together shall constitute one and the same agreement, and the signature of any party to any counterpart shall be deemed a signature to, and may be appended to, any other counterpart.

### **Provisions Required by Law**

9.09 Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein, and the Agreement shall be read and enforced as though they were included herein. If through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the request of either party, the Agreement shall forthwith be physically amended to make such insertion.

### **Governing Law**

9.10 This Agreement and all questions relating to its validity, interpretation, performance, and enforcement (including, without limitation, provisions concerning limitations of actions), shall be governed by and construed in accordance with the laws of the State of California.

### Jurisdiction and Venue

9.11 The proper jurisdiction and venue for any claims, causes of action or other proceedings arising out of or relating to this Agreement shall be in the County of San Diego, State of California, and the parties hereby waive any right providing for a change of jurisdiction or forum to any other location.

### No Waiver

9.12 A waiver by either party of a breach of any provision of this Agreement shall not constitute a general waiver or prejudice the other party's right otherwise to demand strict compliance with that provision or any other provisions in this Agreement. Likewise, METRO JPA's acceptance of any reports, work, services or materials furnished pursuant to this Agreement, or METRO JPA's payment therefor, shall not operate as a waiver of any of METRO JPA's rights under this Agreement or of any cause of action or defense relating to the performance of this Agreement.

### **False Claims**

9.13 In signing this Agreement, TREASURER certifies that TREASURER shall not submit a false claim in violation of the False Claims Act, section 12650 *et seq.* of the Government Code.

### **Signature Authority**

9.14 METRO JPA and TREASURER do covenant that the individual executing this Agreement on their behalf is a person duly authorized and empowered to execute this Agreement for such party.

# BY SIGNING BELOW THE PARTIES VOLUNTARILY ENTER INTO THIS AGREEMENT AND ACKNOWLEDGE THAT THEY HAVE READ AND UNDERSTAND THE TERMS SET FORTH HEREIN AND AGREE TO BE BOUND THEREBY.

 
 METRO WASTEWATER JOINT POWERS AUTHORITY:
 RODNEY GREEK, CPA:

 Signature
 Signature

 Name
 Name

 Title
 Title

 Date
 Date

### EXHIBIT "A"

### **SCOPE OF SERVICES**

### Fiscal Year one (FY 2025)

During Fiscal Year one (FY) 2025, Rodney Greek, CPA et al will provide professional Government Treasurer Accounting services to Metro JPA as follows:

- Monitor and manage separate bank accounts to include savings and checking.
- Maintain and reconcile bank accounts,
- Prepare Member Agency annual billings.
- Collect and deposit Member Agency billings.
- Make authorized expenditures related to conducting Metro Commission and Metro JPA business.
- Provide biannual unaudited financial reporting which reflects cash balances, outstanding receivables, and payables.
- Provide biannual unaudited income statement financial reporting. Financial reporting will separately track Metro Commission and Metro JPA receipts and expenditures.
- Accrual basis of accounting will be used to reveal outstanding receivables and payables to the extent known as of the financial statement date.
- Attend staff and Board meetings as desired by the Metro Commission and Metro JPA.
- Consult and respond to questions from member agencies concerning finances and billings.
- Other incidental services consistent with the Treasurer's position.

### Optional - Fiscal Year two (FY 2026)

During Fiscal Year two (FY) 2026, Rodney Greek, CPA et al will provide professional Government Treasurer Accounting services, prepare auditable biennial financial statements, and manage audit services to be provided by a separate qualified CPA firm for Metro JPA as follows:

- Monitor and manage separate bank accounts to include savings and checking.
- Maintain and reconcile bank accounts,
- Prepare Member Agency annual billings.
- Collect and deposit Member Agency billings.
- Make authorized expenditures related to conducting Metro Commission and Metro JPA business.
- Provide biannual unaudited financial reporting which reflects cash balances, outstanding receivables, and payables.
- Provide biannual unaudited income statement financial reporting. Financial reporting will separately track Metro Commission and Metro JPA receipts and expenditures.
- Accrual basis of accounting will be used to reveal outstanding receivables and payables to the extent known as of the financial statement date.
- Attend staff and Board meetings as desired by the Metro Commission and Metro JPA.
- Consult and respond to questions from member agencies concerning finances and billings.

- Other incidental services consistent with the Treasurer's position.
- Coordination between Outside audit firm and Metro JPA via this Consultant to ensure deliverables are met in a timely manner with a target completion date for the FY2023-24/FY2024-25 audit of November 26, 2025.
- Preparation and review of the auditable Biennial Financial Report for the years ended June 30, 2024 and June 30, 2025 including:
  - Management Discussion and Analysis
  - Financial Statements
    - Statement of net Position
    - Statement of Revenues, Expenses, and Changes in Net Position
    - Statement of Cash Flows
    - Footnotes to the Basic Financial Statements
- Preparation and review of presentations of the Financial Statements to the Metro JPA (Metro Commission), Metro TAC and the JPA Finance Committee

Services will be billed monthly based on hours worked for each line item. Professional Government Accounting Services will be provided at billable rates as follows: CPA - \$300.00 per hour Senior Accountant - \$194.00 per hour

### FY 2025 Services

Budgeted Hours are as follows:

TASK	<b>Estimated Hours</b>	Estimated Budget
Monthly Invoicing	15	\$3,228.00
Annual Agency Billing - issue bills, collect	2.5	538.00
and		
deposit.		
Maintain and Reconcile Bank Accounts	15	3,228.00
Mid-Year Financials	10	2,152.00
Year End Financials	12.5	2,690.00
Budget - review actuals and contracts, work	20	4,304.00
with Executive Director on format.		
Finance Meetings	18	4,446.00
Metro TAC Meetings	24	5,928.00
Metro Commission Meetings	24	5,928.00
Miscellaneous		6,000.00
TOTAL ESTIMATE:	141 Hours	\$38,442.00

Additional Meetings will be billed at a minimum 2 hours times billable rate.

### **OPTIONAL - FY 2026 Services**

Budgeted Hours are as follows:

TASK	<b>Estimated Hours</b>	Estimated Budget
Monthly Invoicing	15	\$3,228.00
Annual Agency Billing - issue bills, collect	2.5	538.00
and		
deposit.		
Maintain and Reconcile Bank Accounts	15	3,228.00
Mid-Year Financials	10	2,152.00
Year End Financials - includes unaudited	12.5	2,690.00
draft to Metro and submission of		
information to		
outside auditor		
Biennial Audit	50	10,760.00
Budget - review actuals and contracts, work	20	4,304.00
with Executive Director on format.		
Finance Meetings	18	4,446.00
Metro TAC Meetings	24	5,928.00
Metro Commission Meetings	24	5,928.00
Miscellaneous		6,000.00
TOTAL	191 Hours	\$49,202.00
ESTIMATE:		

Additional Meetings will be billed at a minimum 2 hours times billable rate.

### **Consultant Contact Information:**

Rodney Greek, CPA California CPA License # 75279 Senior Accountant – Lee Ann Jones-Santos 1325 N. Vulcan Ave. Encinitas, CA 92024

CPA's Office Phone: 760-809-0681 CPA's Office Email: <u>rigreek@cox.net</u> Senior Accountant's Phone: 619-823-8129 Senior Accountant's Email: <u>lasantos8928@gmail.com</u>

# METRO WASTEWATER JPA

May 2, 2024

Graham Mitchell City Manager City of El Cajon 200 Civic Center Way El Cajon, CA 92020

# Re: <u>Termination of Agreement for Treasurer Services Between Metro Wastewater Joint</u> <u>Powers Authority and the City of El Cajon</u>

Dear Mr. Mitchell:

I write on behalf of the Metro Wastewater Joint Powers Authority ("Metro JPA") regarding the above-referenced agreement between Metro JPA and the City of El Cajon for treasurer services provided to Metro JPA by El Cajon (enclosed for reference). Please consider this correspondence as notification by Metro JPA of its decision to terminate the above-referenced agreement.<sup>1</sup>

Per paragraph 4 of the agreement, "At any time, either Party may terminate this Agreement upon ninety (90) days' written notice to the other Party." In providing this notice, Metro JPA respectfully requests that El Cajon agree to termination of the agreement effective June 30, 2024, prior to the renewal date of July 1, 2024, and prior to the full 90-days following this notice.

At your earliest convenience, please confirm receipt of this notice, and your approval to termination of the agreement on June 30, 2024 subject to the footnote below.

Respectfully,

Karyn Keze Executive Director Metro Wastewater Joint Powers Authority

Encl. Agreement Between Metro JPA and El Cajon

<sup>&</sup>lt;sup>1</sup> Please note that this letter assumes the Fourth Amendment to the Metro Joint Powers Agreement will be fully executed by June 30, 2024. However, if the Metro Wastewater JPA's Participating Agencies have not unanimously approved the Fourth Amendment to the Metro Joint Powers Agreement by June 30, 2024, then we request that you postpone termination of the Agreement for Treasurer Services until the Fourth Amendment to the Metro Joint Powers Agreement is fully executed.

# PROFESSIONAL SERVICES AGREEMENT BETWEEN METRO WASTEWATER JOINT POWERS AUTHORITY AND THE GAVARES GROUP

This Professional Services Agreement ("**Agreement**") is made on this \_\_\_\_\_ day of June, 2024 ("**Effective Date**"), between METRO WASTEWATER JOINT POWERS AUTHORITY ("**METRO JPA**"), and THE GARAVES GROUP ("CONTRACTOR"), an independent contractor, collectively referred to herein as "**parties**" or individually as "**party**," to furnish certain services as provided in this Agreement and upon the following terms and conditions.

# ARTICLE 1 TERM OF AGREEMENT

1.01 The term of this Agreement shall commence on the Effective Date stated above, and will continue through the completion of the Services provided for in this Agreement or until terminated as provided under Article 7, whichever occurs first. Attachment A – Scope of Work ("Attachment A") may contain further instructions regarding required timelines for performance of the Services to be provided under this Agreement. Time is of the essence for each and every provision of this Agreement.

# ARTICLE 2 SCOPE OF WORK

# **Specific Services**

2.01 CONTRACTOR shall perform the services within the scope described in Attachment A and as authorized by METRO JPA (the "Services"). CONTRACTOR will provide METRO JPA with periodic reports regarding the progress of Services performed, at METRO JPA's request. Any changes to the scope of work or timeframes identified in Attachment A must be authorized by METRO JPA in writing and shall be set forth as an amendment to this Agreement.

2.02 CONTRACTOR shall determine the method, details, and means of performing the above-described Services. CONTRACTOR shall supply all labor, tools, materials, and equipment required to perform the Services under this Agreement.

# **Standard of Performance**

2.03 CONTRACTOR shall perform the Services required hereunder in accordance with the prevailing standard of care by exercising the skill and ability customarily exercised by reputable members of CONTRACTOR's profession providing the same or similar services in the State of California. While exercising its professional skill and expertise, CONTRACTOR shall use reasonable diligence and best judgment, and shall perform the Services required hereunder in the best interests of METRO JPA. Acceptance by METRO JPA of reports, and incidental professional work or materials furnished hereunder, shall not in any way relieve CONTRACTOR of responsibility for the adequacy of its work.

# ARTICLE 3 COMPENSATION

# **Compensation for Work Performed Under This Agreement**

3.01 Compensation payable to CONTRACTOR for Services performed under this Agreement shall not exceed fifteen thousand two hundred fifty Dollars (\$15,250), in the aggregate. This amount shall not be exceeded unless agreed upon through an amendment to this Agreement executed by both parties. Such amendment shall identify any change in compensation as a result of the change in scope of work. The parties agree that this compensation was developed in accordance with the customary and prevailing compensation level in the community and surrounding area for comparable services. CONTRACTOR and METRO JPA agreed to this amount through an arm's length negotiation between the parties.

# **Payment of Expenses and Monthly Invoices**

3.02 METRO JPA will reimburse CONTRACTOR for all reasonable expenses incurred in performing Services under this Agreement as the work progresses, provided that such reasonable expenses shall be included in and subject to the maximum compensation amount stated above in this Article. CONTRACTOR shall submit invoices to METRO JPA's Accounts Payable department once per month. Such invoices shall include a brief narrative description of the work performed, as well as detailed time expenditures on a task-by-task basis pursuant to Attachment A. The term "expenses" means telephone bills, and federal express charges, mailing charges and any other pre-approved expenses by METRO JPA. CONTRACTOR will provide METRO JPA with receipts and proof of payment for all expenses. METRO JPA shall make payment to CONTRACTOR within forty-five (45) days of receipt of an approved invoice.

3.03 METRO JPA shall have the right to withhold payment from CONTRACTOR for any unsatisfactory Services until such time service is performed satisfactorily or as otherwise provided for in this Agreement.

# ARTICLE 4 RELATIONSHIP OF PARTIES

# **Independent Contractor**

4.01 It is expressly understood and agreed that CONTRACTOR is an independent contractor and its employees are not employees of METRO JPA while engaged in carrying out this Agreement. CONTRACTOR is free from the control and direction of METRO JPA in connection with the performance of the work, CONTRACTOR performs work that is outside the usual course of METRO JPA business, and CONTRACTOR is customarily engaged in an independently established trade, occupation, or business of the same nature as that involved in the work performed. The parties agree that no work, act, commission, or omission of CONTRACTOR or its employee(s) pursuant to this Agreement shall be construed to make CONTRACTOR or its employee(s) the agent, employee, or servant of METRO JPA. CONTRACTOR and its employee(s) are not entitled to receive from METRO JPA vacation pay, sick leave, retirement benefits, Social Security, workers' compensation, disability benefits, unemployment benefits, or any other employee benefit of any kind. CONTRACTOR shall be solely responsible for paying all federal and state employment and income taxes, for carrying workers' compensation insurance, and for otherwise complying with all other employment law requirements with respect to CONTRACTOR and its employee(s).

4.02 To the maximum extent allowable by law, CONTRACTOR agrees to indemnify, defend and hold METRO JPA harmless from any and all liability, damages, or losses (including attorneys' fees, costs, penalties, and fines) that METRO JPA suffers as a result of (a) CONTRACTOR's failure to meet its

obligations under this Article, or (b) a third party's designation of CONTRACTOR or its employee(s) as an employee of METRO JPA, regardless of any actual or alleged negligence by METRO JPA.

# **Non-Exclusive Relationship**

4.03 CONTRACTOR and METRO JPA acknowledge that the relationship between the parties is nonexclusive and CONTRACTOR may perform or engage in any activity not inconsistent with this Agreement, including performing services for, or contracting with, other clients, persons, or companies as CONTRACTOR sees fit. METRO JPA reserves the right to employ other contractors in connection with the Services described in Attachment A.

# ARTICLE 5 OBLIGATIONS OF CONTRACTOR

# **Compliance with Laws/Rules**

5.01 In performing the Services specified in this Agreement, CONTRACTOR agrees to comply with all applicable laws, rules, regulations, and ordinances, whether federal, state, or local, and any and all applicable METRO JPA policies, procedures, departmental rules, and other directives provided by METRO JPA to CONTRACTOR. Any changes to METRO JPA policies and procedures that relate to CONTRACTOR will be provided to CONTRACTOR in writing. CONTRACTOR agrees that, prior to entering into this Agreement, it has reviewed such policies, procedures, rules, and directives, the contents of which CONTRACTOR will be deemed to have knowledge.

5.02 CONTRACTOR shall ensure that any report generated under this Agreement complies with California Government Code section 7550.

# Indemnity, Hold Harmless, and Defense

5.03 To the maximum extent allowable by law, CONTRACTOR shall indemnify, defend, and hold harmless METRO JPA and its Member Agencies and each of their respective officials, officers, directors, employees, agents, and volunteers (collectively referred to as the "Indemnified Parties") against all claims, demands, losses, costs, expenses, obligations, liabilities, damages, recoveries, and deficiencies, including interest, penalties, attorneys' fees, and costs (collectively referred to as "Liabilities") that such entities or persons may incur that pertain to, arise out of, or relate to CONTRACTOR'S performance or obligations under this Agreement, or to CONTRACTOR's negligence, recklessness, or willful misconduct, or a breach by CONTRACTOR of any representation or agreement contained in this Agreement. CONTRACTOR's obligation to indemnify, defend, and hold harmless METRO JPA shall extend to the acts or omissions, either directly or indirectly, by CONTRACTOR's officers, officials, directors, employees, subcontractors, agents, representatives, volunteers, successors, assigns or anyone for whom CONTRACTOR is legally responsible. CONTRACTOR's obligations to indemnify, defend, and hold METRO JPA harmless against any Liabilities shall apply regardless of any negligence of Indemnified Parties, except to the extent caused by the sole negligence or willful misconduct of the Indemnified Parties. The indemnification, hold harmless, and defense obligations set forth herein shall survive the termination or expiration of this Agreement.

# Notice of and Participation in Third Party Claims

5.04 CONTRACTOR shall give METRO JPA written notice of any claim or liability asserted by a third party that arises from or relates to the Work performed under this Agreement ("Third-Party Claim"), as soon as possible upon the receipt of information of any possible Third-Party Claim or of the

commencement of any Third-Party Claim. CONTRACTOR shall not oppose any attempt by METRO JPA to intervene or otherwise participate in any such Third-Party Claim. CONTRACTOR shall not settle any Third-Party Claim covered by this Section unless it has obtained the prior written consent of METRO JPA, which consent shall not be unreasonably withheld, conditioned, or delayed. METRO JPA shall have no liability under this Section for any Third-Party Claim for which such notice is not provided or is not provided in a timely manner, including no liability for contribution, indemnification, reimbursement or penalties. CONTRACTOR's obligations hereunder shall survive the termination or expiration of this Agreement.

#### Insurance

5.05 CONTRACTOR shall carry all insurance required by federal, state, county, and local laws. CONTRACTOR shall procure and maintain in full force and effect for the duration of this Agreement, adequate insurance coverage, admitted to the State of California, to protect CONTRACTOR and METRO JPA from any liabilities and claims for injuries and damages to persons or property which may arise from, or in connection with, the performance of the work hereunder by CONTRACTOR, its agents, representatives, employees, or subcontractors. The nature and amount of insurance shall be discussed by the parties prior to executing this Agreement and the adequacy of which shall be determined by METRO JPA in its sole discretion. Insurance policies shall be on an occurrence basis.

**5.05.1** CONTRACTOR will provide proof of insurance coverage upon request of METRO JPA. METRO JPA reserves the right to terminate this Agreement if CONTRACTOR fails to provide proof of adequate insurance coverage as required herein.

# **Conflict of Interest**

5.06 Upon the award of this Agreement and periodically thereafter, CONTRACTOR may be required to complete and file with METRO JPA a Conflict of Interest form, to be provided to CONTRACTOR by METRO JPA.

# Assignment/Subcontracting

5.07 CONTRACTOR shall not subcontract or assign this Agreement nor any duties or obligations under this Agreement without the prior written consent of METRO JPA. CONTRACTOR shall be responsible for the acts and omissions of and for payment to any subcontractor performing services under this Agreement, and shall bind any such subcontractor to CONTRACTOR's duties and obligations hereunder. METRO JPA shall have the right to approve any subcontractor agreements. Nothing contained in this Agreement will create any contractual relationship between METRO JPA any subcontractor of CONTRACTOR.

# ARTICLE 6 OBLIGATIONS OF METRO JPA

6.01 METRO JPA agrees to comply with all reasonable requests of CONTRACTOR, including requests to access documents, data and facilities reasonably necessary for the performance of CONTRACTOR's duties under this Agreement, consistent with applicable law.

### ARTICLE 7 TERMINATION OF AGREEMENT

#### **Termination for Cause**

7.01 If METRO JPA determines that CONTRACTOR has failed to perform the Services under this Agreement in accordance its terms and conditions, METRO JPA may terminate all or part of the Agreement for cause. This termination shall become effective if CONTRACTOR does not cure its failure to perform within 10 days (or more, if authorized in writing by METRO JPA) after receipt of a notice of intention to terminate from METRO JPA specifying the failure in performance. If a termination for cause does occur, METRO JPA shall have the right to withhold monies otherwise payable to CONTRACTOR until the Services under this Agreement are completed. If METRO JPA incurs additional costs, expenses, or other damages due to the failure of CONTRACTOR to properly perform under this Agreement, these costs, expenses, or other damages shall be deducted from the amounts withheld. Should the amounts withheld exceed the amounts deducted, the balance will be paid to CONTRACTOR upon completion of the Services to be provided under this Agreement. If the costs, expenses, or other damages incurred by METRO JPA exceed the amounts withheld, CONTRACTOR shall be liable to METRO JPA for the difference.

7.02 CONTRACTOR may terminate this Agreement for cause if METRO JPA fails to cure a material default in performance within a period of 30 days, or such longer period as CONTRACTOR may allow, after METRO JPA's receipt from CONTRACTOR of a written termination notice specifying the default in performance. In the event of termination for cause by CONTRACTOR, METRO JPA will pay CONTRACTOR in accordance with Section 7.03.

# **Termination Without Cause**

7.03 METRO JPA may terminate this Agreement for convenience at any time upon written notice to CONTRACTOR, in which case, METRO JPA will pay CONTRACTOR for all Services performed and all expenses incurred under this Agreement up to and including the effective date of termination less any costs, expenses, or other damages due to the failure of the CONTRACTOR to properly perform pursuant to the Agreement. No compensation will be payable for anticipated profit on unperformed services.

#### ARTICLE 8 PROPRIETARY AND CONFIDENTIAL INFORMATION

8.01 Any written, printed, graphic, or electronically or magnetically recorded information furnished by METRO JPA for CONTRACTOR's use is the sole property of METRO JPA. CONTRACTOR and its employee(s) and subcontractor(s) will keep any confidential information provided by METRO JPA in the strictest confidence, and will not disclose it by any means to any person except with METRO JPA approval, and only to the extent necessary to perform the Services under this Agreement. On termination of this Agreement, CONTRACTOR will promptly return to METRO JPA any confidential information in its possession.

#### ARTICLE 9 GENERAL PROVISIONS

# Notices

9.01 Any notices required to be given under this Agreement by either party to the other may be affected by email and hard copy via personal delivery or mail (first class, registered, or certified) with postage prepaid and return receipt requested. Mailed notices must be addressed to the parties at the addresses below,

but each party may change the address by giving written notice in accordance with this Section. Any notice personally delivered or sent by email shall be deemed communicated upon receipt if received before 5:00 p.m. Pacific Standard Time ("PST") on a business day, or the following business day if received after 5:00 p.m. PST or on a Saturday, Sunday, or legal holiday. Any notice sent by overnight delivery service shall be deemed communicated on the next business day following delivery thereof to the overnight delivery service. Any notice given by mail shall be deemed communicated three (3) days after deposit in the United States mail.

To METRO JPA:	Metro Wastewater JPA P.O. Box 1072 National City, CA 91951
	Email: ExecutiveDirector@metrojpa.com
	Attention: Executive Director
To CONTRACTOR:	The Gavares Group 3094 Olive St. San Diego, CA 92104
	Email:
	Attention: John Gavares

# **Entire Agreement of the Parties**

9.02 This Agreement, including any Attachments, contains the entire understanding between the parties hereto with respect to the subject matter hereof, and supersedes all prior and contemporaneous agreements and understandings, inducements, or conditions, express or implied, oral or written, except as herein contained. The express terms hereof control and supersede any course of performance and/or usage of the trade inconsistent with any of the terms hereof.

#### Amendment

9.03 This Agreement may not be modified or amended other than by a writing signed by the parties, including any changes to the scope of services or any timeframes identified in Attachment A.

# **Partial Invalidity**

9.04 If any non-material provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will continue in full force and effect without being impaired or invalidated in any way.

#### **Attorneys' Fees**

9.05 If any legal action, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing party will be entitled to reasonable attorneys' fees, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which that party may be entitled.

#### **Ownership of Documents and Materials**

9.06 All original drawings, data, reports, documents, and materials developed for the project, including detailed calculations, shall be furnished to and become the property of METRO JPA. METRO JPA agrees to indemnify CONTRACTOR for claims, damages, or liabilities caused by any use by METRO JPA of the

plans, drawings, specifications, and all information gathered by CONTRACTOR on any project other than the one for which such plans, drawings, and specifications were prepared and information gathered by CONTRACTOR.

#### Audits

9.07 If this Agreement involves an expenditure of public funds in excess of Ten Thousand Dollars (\$10,000), the Agreement is subject to examination and audit of the State Auditor, at the request of METRO JPA or as part of any audit of METRO JPA, for a period of three (3) years after final payment under the Agreement. CONTRACTOR shall cooperate with METRO JPA, including any authorized representative of METRO JPA, regarding such audit at no charge to METRO JPA.

# **Counterparts**

9.08 This Agreement may be executed in counterparts and electronically, each of which shall constitute an original, but all of which together shall constitute one and the same agreement, and the signature of any party to any counterpart shall be deemed a signature to, and may be appended to, any other counterpart.

# **Provisions Required by Law**

9.09 Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein, and the Agreement shall be read and enforced as though they were included herein. If through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the request of either party, the Agreement shall forthwith be physically amended to make such insertion.

# **Governing Law**

9.10 This Agreement and all questions relating to its validity, interpretation, performance, and enforcement (including, without limitation, provisions concerning limitations of actions), shall be governed by and construed in accordance with the laws of the State of California.

# Jurisdiction and Venue

9.11 The proper jurisdiction and venue for any claims, causes of action or other proceedings arising out of or relating to this Agreement shall be in the County of San Diego, State of California, and the parties hereby waive any right providing for a change of jurisdiction or forum to any other location.

# No Waiver

9.12 A waiver by either party of a breach of any provision of this Agreement shall not constitute a general waiver or prejudice the other party's right otherwise to demand strict compliance with that provision or any other provisions in this Agreement. Likewise, METRO JPA's acceptance of any reports, work, services, or materials furnished pursuant to this Agreement, or METRO JPA's payment therefor, shall not operate as a waiver of any of METRO JPA's rights under this Agreement or of any cause of action or defense relating to the performance of this Agreement.

# **False Claims**

9.13 In signing this Agreement, CONTRACTOR certifies that CONTRACTOR shall not submit a false claim in violation of the False Claims Act, section 12650 *et seq.* of the Government Code.

# **Signature Authority**

9.14 METRO JPA and CONTRACTOR do covenant that the individual executing this Agreement on their behalf is a person duly authorized and empowered to execute this Agreement for such party.

# BY SIGNING BELOW THE PARTIES VOLUNTARILY ENTER INTO THIS AGREEMENT AND ACKNOWLEDGE THAT THEY HAVE READ AND UNDERSTAND THE TERMS SET FORTH HEREIN AND AGREE TO BE BOUND THEREBY.

METRO WASTEWATER JOINT POWERS AUTHORITY:	THE GAVARES GROUP:			
Signature	Signature			
Name	Name			
Title	Title			
Date	Date			

# Attachment A – Scope of Work

Strategic Goal #1: Oversight of METRO JPA System Management and Operations

METRO JPA and Metro Technical Advisory Committee (MTAC) must continue their oversight of the City of San Diego's management and operation of the METRO System on behalf of the Participating Agencies' ratepayers.

Strategic Goal \$2: Oversight of the City of San Diego's Water Reuse Planning (Pure Water San Diego)

As the City of San Diego expands the scope of its wastewater operations to include the Pure Water San Diego program, the scope of oversight provided by METRO JPA and MTAC expands, as well.

# Desired Outcomes:

- 1. Develop understanding amongst the newer members of the Metro Commission as to the mission and history of Metro Commission/METRO JPA, the top issues on the horizon, and the strategic goals and initiatives of the Metro Commission/METRO JPA.
- 2. Review the 2020 Strategic Plan Goals and Initiatives and agree on any additions, deletions or modifications needed.

	Scope of Services			
	Description	Hours/\$ (Range)		
I.	Readiness Development	4 - 8 / \$1,000 - \$2,000		
1	<b>Review Written Materials:</b> Reviewed the existing 2019 Strategic Plan and other support material to become familiar with the strategic goals and initiatives, and pertinent issues and developments.	1		
2	<b>February-March Meeting with the Chair:</b> Meet with the METRO Commission Chair Jones and Karyn Keze in February-March to understand goals, top issues, and proposed approach, structure, and roles. Develop a summary of the key action items and agreements from the meeting.	1 - 2		
3	Meeting Observation: Observe up to 3 meetings (e.g., Metro JPA meeting; TAC; Strategic Plan Ad Hoc Committee) to become familiar with the participants, the process and the top priority issues.	2 - 5		
II.	Data Gathering and Data Feedback	12 – 19 / \$3,000 - \$4,750		

3. Develop a 2025 Strategic Planning document.

1		
1	<b>Interviews:</b> Conduct interviews with key members of the METRO Commission/JPA and METRO TAC.	0 - 6
2	<b>Focus Group:</b> Convene a focus group with the Strategic	3 - 4
2	Plan Ad Hoc Committee. Gather input about challenges,	5-4
	opportunities, and Strategic Goals and Strategic Initiatives.	
	Develop a Summary of Focus Group discussion.	
3	Survey: Develop and administer a pre-workshop survey to	3
5	METRO Commission/Wastewater JPA and METRO TAC	5
	members.	
4	Analysis: Analyze Results and Develop Summary of	3
-	Responses.	-
5	Data Feedback: Present Summary of Survey Responses to	3
-	Chair and the Strategic Plan Ad Hoc Committee.	-
III.	Workshop #1: Design, Preparation and Facilitation	8 /
		\$2,000
1	Meeting with Chair: Meet with the METRO Commission	1
	Chair for review of final agenda (Includes prep).	
2	Preparation: Finalize preparation, including development of	2
	handouts and PowerPoint slides.	
3 4	Workshop: Facilitate Strategic Planning workshop.	2
4	Post-Workshop Follow-up: Create a written summary of	2
	agreements, action items and discussion notes.	
5	Meeting with Chair: Meet with the METRO Commission	1
	Chair Jones for post-meeting debrief ing and action planning.	
IV.	Workshop #2: Preparation and Facilitation (if needed)	0-5/
		<b>\$0 -</b>
		\$1,250
1		,
1	Meeting with Chair: Meet with the METRO Commission	0 - 1
	Chair for review of final agenda (Includes prep).	0 - 1
1 2	Chair for review of final agenda (Includes prep). <b>Preparation:</b> Finalize preparation, including development of	,
2	Chair for review of final agenda (Includes prep). <b>Preparation:</b> Finalize preparation, including development of handouts and PowerPoint slides.	0 - 1 0 - 1
2	<ul> <li>Chair for review of final agenda (Includes prep).</li> <li>Preparation: Finalize preparation, including development of handouts and PowerPoint slides.</li> <li>Workshop: Facilitate Strategic Planning workshop.</li> </ul>	0 - 1 0 - 1 0 - 1
2	<ul> <li>Chair for review of final agenda (Includes prep).</li> <li>Preparation: Finalize preparation, including development of handouts and PowerPoint slides.</li> <li>Workshop: Facilitate Strategic Planning workshop.</li> <li>Post-Workshop Follow-up: Create a written summary of</li> </ul>	0 - 1 0 - 1
2 3 4	<ul> <li>Chair for review of final agenda (Includes prep).</li> <li>Preparation: Finalize preparation, including development of handouts and PowerPoint slides.</li> <li>Workshop: Facilitate Strategic Planning workshop.</li> <li>Post-Workshop Follow-up: Create a written summary of agreements, action items and discussion notes.</li> </ul>	0 - 1 0 - 1 0 - 1 0 - 1
2 3 4	<ul> <li>Chair for review of final agenda (Includes prep).</li> <li>Preparation: Finalize preparation, including development of handouts and PowerPoint slides.</li> <li>Workshop: Facilitate Strategic Planning workshop.</li> <li>Post-Workshop Follow-up: Create a written summary of agreements, action items and discussion notes.</li> <li>Meeting with Chair: Meet with the METRO Commission</li> </ul>	0 - 1 0 - 1 0 - 1
2 3 4 5	<ul> <li>Chair for review of final agenda (Includes prep).</li> <li>Preparation: Finalize preparation, including development of handouts and PowerPoint slides.</li> <li>Workshop: Facilitate Strategic Planning workshop.</li> <li>Post-Workshop Follow-up: Create a written summary of agreements, action items and discussion notes.</li> <li>Meeting with Chair: Meet with the METRO Commission Chair Jones for post-meeting debrief ing and action planning.</li> </ul>	0 - 1 0 - 1 0 - 1 0 - 1 0 - 1
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5	<b>Meeting with Chair:</b> Meet with the METRO Commission Chair Jones for post-meeting debriefing and action planning.	0 - 1
VI.	Finalize Strategic Plan Document Approval	5 - 16 / \$1,250 - \$4,000
1	<b>Develop Document:</b> Develop, in partnership with subject matter experts, the strategic planning document.	5 - 10
2	<b>Present to TAC:</b> Present draft 2020 Strategic Plan to the Metro TAC on Sept 8 <sup>th</sup> , getting approval for the proposed Strategic Goals and Initiatives.	0 - 2
3	<b>Present to Metro JPA:</b> Present draft 2020 Strategic Plan to Metro JPA.	0 - 2
4	Revise and resubmit the Strategic Plan document based on decisions and direction of Metro JPA.	0 - 2
	Total	29 - 61 / \$7,250 - \$15,250

The fee range for these services is between \$7,275 and \$15,275, including workshop materials (\$25). This fee range is based on a fee rate of \$2,000/day (\$250/hour), with a range of hours between 29 and 61 hours.



# METRO WASTEWATER JOINT POWERS AUTHORITY STAFF REPORT

Item : 5 Date : May 15, 2024 To : Metro TAC Members From : Dexter Wilson, JPA Engineer, Wilson Engineering Re: Comprehensive System-wide Infiltration and Inflow (I&I) Study

# **Background**

The City of San Diego is proposing to undertake a comprehensive System-wide Infiltration and Inflow (I&I) Study encompassing all Metro and Participating Agency (PA) sewers. This initiative aims to address issues related to excessive water entering the sewer system, which can lead to operational inefficiencies and increased treatment costs.

The goals of this study are:

- 1) Establishment of peaking factor/I&I goals for the year 2035.
- 2) Formulation of a strategic plan to mitigate I&I issues.
- 3) Recommendations for infrastructure improvements and prioritization for areas requiring further study for enhancement.
- 4) Estimation of costs associated with the suggested improvements.
- 5) Identification of expenses related to conveying and treating infiltrated and inflowing water.

It is proposed that the following steps be taken:

- 1) Establishment of a Technical Advisory Committee (TAC) Working Committee to:
  - a) Review the scope of work for the study.
  - b) Participate in the selection process of consultants.
  - c) Attend consultant meetings to provide input and guidance.
  - d) Review draft results and reports generated from the study.
  - e) Evaluate proposed changes to the San Diego Area Regional Authority (SARA) regulations based on study outcomes.

The Scope of Work for this Study would utilize existing ADS meters and potentially install additional meters where necessary to facilitate data collection. It would also include the assessment of existing I&I studies conducted by the City of San Diego or PAs for potential integration into the comprehensive study.

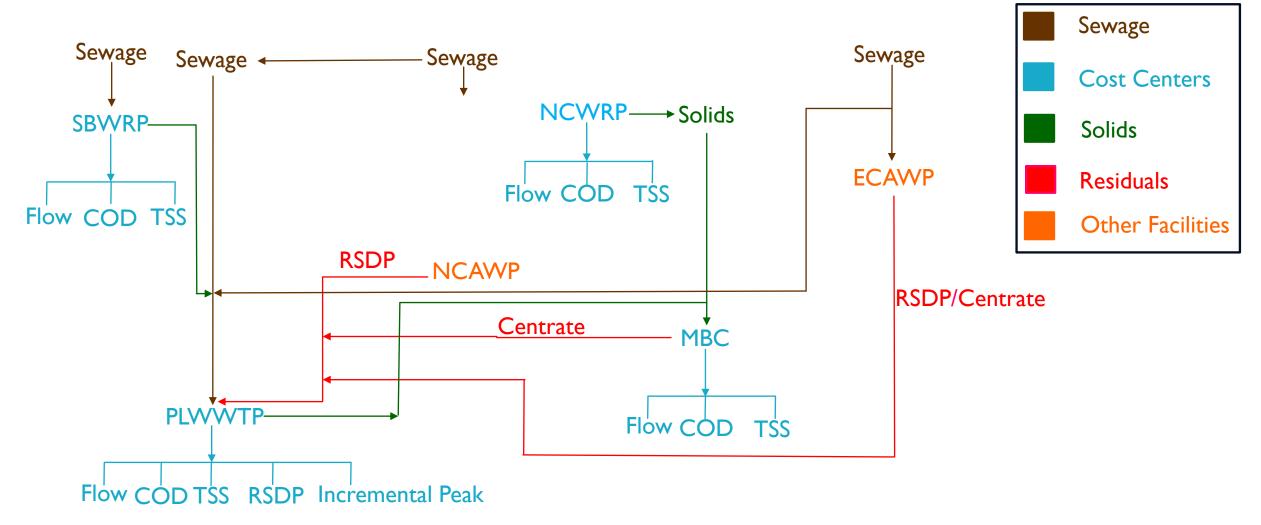
The provisional budget estimate is approximately \$3,000,000, with the PAs contributing their current Metro allocation of approximately one-third of the costs or \$1,000,000 towards the joint endeavor.

# **Conclusion**

The proposed System-wide Infiltration and Inflow study by the City of San Diego, inclusive of collaboration with the PAs, is vital for optimizing sewer system operations and reducing associated costs. Through the outlined objectives and strategies, this initiative aims to enhance the efficiency and effectiveness of wastewater management within the region.

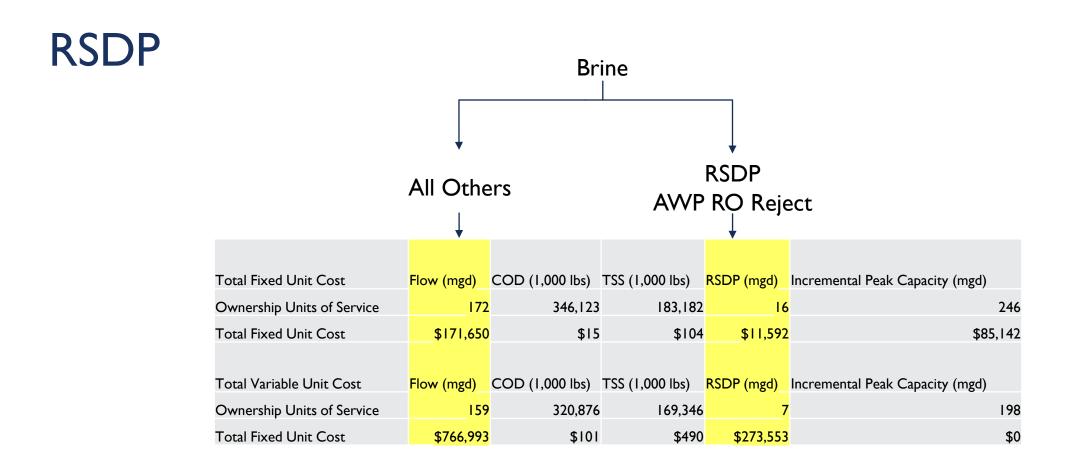
UNIT COST FOR BILLING PARAMETERS 2024 COSTS ESTIMATED 2027 FLOWS AND STRENGTHS

# METRO SYSTEM COST AND PIPING SCHEMATIC

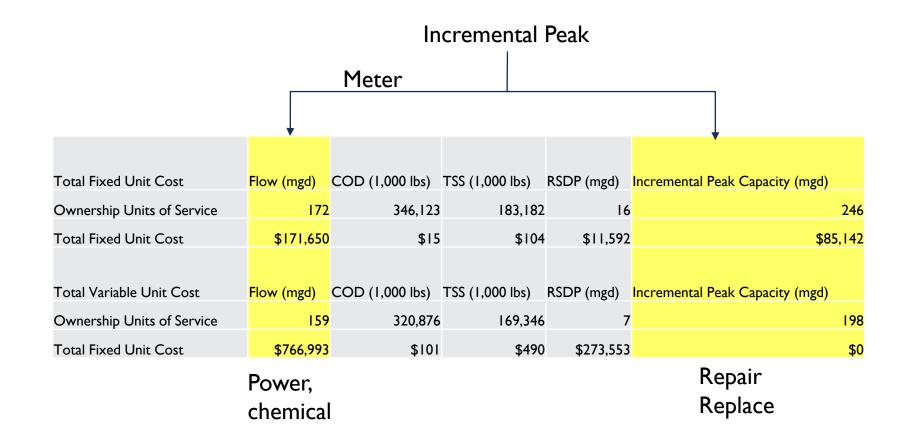


# UNIT COST

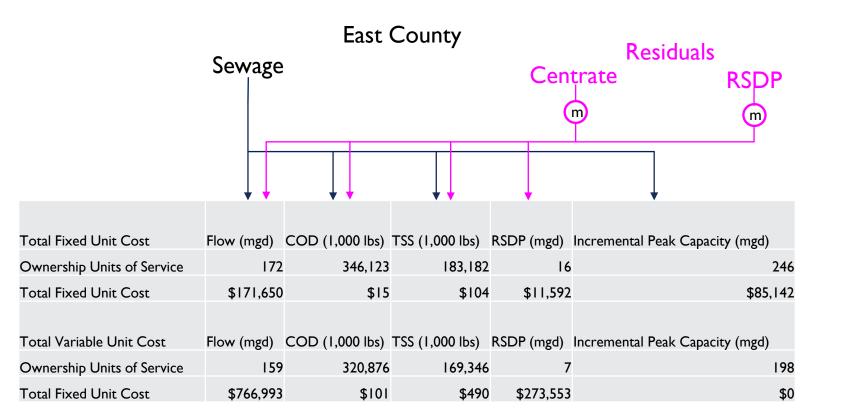
Total Fixed Unit Cost	Flow (mgd)	COD (1,000 lbs)	TSS (1,000 lbs)	RSDP (mgd)	Incremental Peak Capacity (mgd)
Ownership Units of Service	172	346,123	183,182	16	246
Total Fixed Unit Cost	\$171,650	\$15	\$104	\$11,592	\$85,142
Total Variable Unit Cost	Flow (mgd)	COD (1,000 lbs)	TSS (1,000 lbs)	RSDP (mgd)	Incremental Peak Capacity (mgd)
Ownership Units of Service	159	320,876	169,346	7	198
Total Fixed Unit Cost	\$766,993	\$101	\$490	\$273,553	\$0



# PEAK FLOWS



# EAST COUNTY





Monthly Executive Director's Report April 2024

During the month of April, the Executive Director and Technical Team were engaged in several key initiatives:

# 1. Fourth Amendment to the Metro Wastewater JPA Agreement

At the February 2024 JPA/Commission Regular Meeting, the Board unanimously approved the Fourth Amendment to the Metro Wastewater JPA Agreement. Each JPA member was tasked with seeking approval from their respective governing bodies by June 1, 2024, and submitting a signed copy to the JPA's Board Secretary. To date, we have received only 6 signed copies. Given the urgency of this matter, please ensure it is included on your next agenda for approval.

# 2. Final Repayment of Optimized System Debt

The requirements outlined in ARA's Section 5.2.2.1.3 have been met with the complete repayment of the North City Optimized Recycle Water System debt after 25 years. Consequently, revenue generated from recycled water sales at the North City plant will become Metro Revenue and reduce Metro O&M expenses. Current sales of recycled water from the North City Plant amount to between \$8 to \$10 million annually, translating to a PA share of \$3 to \$3.8 million per year.

# 3. Metro Wastewater JPA FY 2025 Draft Budget Update

The Finance Committee met on April 23, 2024, to finalize adjustments to the Draft FY 2025 Budget. They unanimously agreed to advance the Draft Budget to the Metro TAC meeting in May and the JPA meeting in June. Key highlights from the Draft Budget include:

- Transition of the Treasurer's role from PA staff support (currently provided by the City of El Cajon) to a private CPA Firm, effective July 1, 2024.
- Inclusion of a contract for Strategic Planning Services to update the outdated 2020 Strategic Plan.
- A "Placeholder" for updating the JPA's social media policy and/or website following the outcome of the Strategic Planning process.
- Funding allocated to the JPA's Contingency Reserve, deferred from FY 2024 pending cash position changes.

# 4. Second Amended and Restated Agreement (SARA) Financial Provisions

Final review and editing of the SARA Financial Provisions were concluded this month by JPA finance and legal technical team members. The revisions to the Financial Sections of the SARA are extensive and require a reorganization of the entire document. These provisions will be

incorporated into the full Draft SARA Agreement which will be moved forward for review by the SARA Negotiations Team in May. Their review is anticipated to be complete in June 2024.

# 5. Metro Exhibit E Audit Update

An entrance conference was held with MGO, the City of San Diego's auditors, to initiate the FY 2021-23 Multi-Year audit. Fieldwork will commence in May, with the aim of completing all annual audits and reconciliations by year-end and thus bringing all outstanding audits up to date. The FY 2020 audit, nearing completion, is expected to result in refunds for most PAs after reconciliation.

# 6. JPA Meeting Procedures Manual Prepared

PUD and JPA staff collaborated to prepare a manual outlining agenda and meeting procedures in anticipation of upcoming Hybrid meetings for TAC and the Finance Committee.

# 7. Functional Allocated Billing (FAB) System Presentation

Stantec, the rate consultant for the City of San Diego, introduced the draft Functional Allocated Billing (FAB) system at the April Metro TAC meeting following several years of development. This presentation will also be delivered to the SARA Negotiations Team on April 29th and subsequently to the JPA/Commission in May (Please refer to the attached Presentation included as Item 8 on this agenda). The purpose of this initiative is to modernize the outdated 1998 Strength Based Billing System, specifically tailored to the unique framework of the Metro System and its users. We received one letter containing inquiries, which were researched, and the response was distributed to all Board members. This marks the initial phase of the educational outreach planned for the FAB implementation process.

# 8. Draft Upcoming TAC Agenda's

Agenda Items for the Metro TAC and the Metro JPA/Commission are subject to change. Nonetheless, each month, we will include our projections for the upcoming agendas in this report as requested. Here are the latest projections:

Торіс	Metro TAC	Meeting Format	Comment
JPA Budget, FAB Follow-Up, I&I Study	May	Zoom	
Metro TAC Dark	June		City Closed for Holiday
Exhibit B, Peak Flows, Pooled Capacity & Automatic Transfers	July	Hybrid	
Pretreatment & Administrative Agreements	August	Zoom	Room Booked: No Hybrid Available
New Metro System Billing Table D - CIP/Debt	September	Zoom	
Full Draft SARA	October	Zoom	
SARA Exhibits & Question	November	Zoom	