



**Regular Meeting of the
Metro Wastewater JPA/Metro Commission**

AGENDA

Thursday, June 6, 2024 - 12:00 p.m.

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

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

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

1. **ROLL CALL**
2. **PLEDGE OF ALLEGIANCE**
3. **PUBLIC COMMENT:** *Persons speaking during Public Comment may address the Metro Wastewater JPA/Metro Commission on any subject matter within the jurisdiction of the Metro Wastewater JPA/Metro Commission that is not listed as an agenda item. Comments are limited to three (3) minutes.*
4. **ACTION:** Approval of Agenda
5. **ACTION: CONSENT CALENDAR**
The consent calendar shall consist of items that are routine in nature for which no Board discussion will be required. All items on the consent calendar will be approved or otherwise acted upon together in one motion. Only Board members may pull items from the consent calendar for discussion. Items pulled from the Consent Calendar will be considered in the regular agenda order immediately following action on the Consent Calendar.

RECOMMENDATION: Approve the Consent Calendar

- a. **ACTION:** Consideration and Possible Action to Approve the Minutes of [May 2, 2024](#) (**Attachment**)
- b. **ACTION:** Receive and File Check Registry for the Month of May, 2024 (**Attachment**)

{END OF CONSENT CALENDAR}

- 6. **ACTION:** Consideration and Possible Action to Approve the Authorization of 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**)
- 7. **ACTION:** Consideration and Possible Action to Approve the FY 2025 JPA Budget (Karyn Keze/Lee Ann Jones-Santos) (**Attachment**)
- 8. **ACTION:** Discussion and Possible Action to Approve the Following Items Relating to FY 2025 JPA Budget:
 - a. Change in Treasurer Position and Designation of JPA Auditor (Adriana Ochoa)
 - b. Professional Services Agreement with Rodney Greek, CPA for Treasurer Services with Lee Ann Jones-Santos (Adriana Ochoa/Karyn Keze) (**Attachment**)
 - c. Resolution 2024-02, A Resolution of the Metro Wastewater Joint Powers Authority Board of Directors Designating an Auditor and Assistant Auditor (Adriana Ochoa) (**Attachment**)
 - d. Letter of Termination for El Cajon Treasurer Contract effective June 30, 2024 (Adriana Ochoa) (**Attachment**)
 - e. 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**)
- 9. **ACTION:** Consideration and Possible Action to Approve and Adopt Amended Conflict of Interest Code (Adriana Ochoa) (**Attachment**)
- 10. **ACTION:** Consideration and Possible Action to Approve the Authorization of a Comprehensive System-Wide I&I Study (Dexter Wilson) (**Attachment**)
- 11. **UPDATE:** Metro Wastewater (General) (Standing Item) (Lisa Celaya)
- 12. **UPDATE:** Pure Water Program Update (Standing Item) (Amy Dorman/Doug Owen)
- 13. **UPDATE:** Metro Wastewater Financial (Standing Item) (Adam Jones)
- 14. **UPDATE:** Finance Committee (Standing Item) (Peter De Hoff)

15. **UPDATE:** MetroTAC (Standing Item) (Alicia Nichols)
16. **REPORT:** Executive Director (Standing Item) (Karyn Keze) (**Attachment**)
17. **REPORT:** General Counsel (Standing Item) (Adriana Ochoa)
18. **REPORT:** IROC (Standing Item) (Jerry Jones)
19. **REPORT:** Ad Hoc Committee on Second Amended and Restated Agreement (SARA) (Standing Item)
20. **PROPOSED AGENDA ITEMS** for Next Metro JPA/Commission Meeting **August 1, 2024**.
The Regular Meeting of July 4, 2024 is hereby cancelled.
21. **METRO JPA DIRECTORS/COMMISSIONERS COMMENTS**
22. **ADJOURNMENT**

NOTE: SANDIST (San Diego Area Wastewater Management District) will meet *immediately following this meeting*. Please stay if you represent one of the following PA's: Coronado, Del Mar, Imperial Beach, National City, Poway, Lemon Grove Sanitation District, Padre Dam Municipal Water District, Otay Water District

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

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

In compliance with the AMERICANS WITH DISABILITIES ACT

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

Metro JPA 2024 Meeting Schedule

January 4, 2024	February 1, 2024	March 7, 2024
April 4, 2024	May 2, 2024	June 6, 2024
July 4, 2024	August 1, 2024	September 5, 2024
October 3, 2024	November 7, 2024	December 5, 2024



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

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

May 2, 2024

Minutes

Chair Jones called the meeting to order at 12:01 p.m. A quorum of the Metro JP/Commission was declared, and the following representatives were present:

1. ROLL CALL

<u>Agencies</u>	<u>Representatives</u>	<u>Alternate</u>
City of Chula Vista	Jose Preciado (absent)	
City of Coronado	John Duncan	
City of Del Mar	Dwight Worden	
City of El Cajon	Gary Kendrick (absent)	
City of Imperial Beach	Mitch McKay	
City of La Mesa	Bill Baber (absent)	
Lemon Grove San District	Jerry Jones	
City of National City	Ditas Yamane (absent)	
City of Poway	Peter De Hoff	
County of San Diego	Joel Anderson	
Otay Water District	Mark Robak	
Padre Dam MWD	Kyle Swanson	

Others present: Metro JPA General Counsel Adriana Ochoa - Procopio; Metro JPA/Commission Board Secretary Lori Anne Peoples; None – City of Chula Vista; None – City of Coronado; None - City of El Cajon; Eric Minicilli– City of Imperial Beach; Joe Kuhn – City of La Mesa; None – Lemon Grove Sanitation District; Carmen Kasner – City of National City; Beth Gentry – Otay Water District; Peejay Tubongbauna – Padre Dam Municipal Water District; Alisa Nichols – City of Poway, MetroTAC Chair; Lisa Celaya, Adam Jones, Amy Dorman, Akram Bassyouni, Edgar Patino - City of San Diego Staff; Ben Stewart – Stantec – City of San Diego Consultant; None – County of San Diego; Metro JPA Staff: Karyn Keze, Executive Director, The Keze Group; Scott Tulloch – NV5; Dexter Wilson, Wilson Engineering

Prior to the start of the meeting, Chair Jones introduced new Director Kyle Swanson of Padre Dam Municipal Water District and requested he provide a bit of information about his background, which he did.

2. PLEDGE OF ALLEGIANCE TO THE FLAG

Director Anderson, County of San Diego, led the pledge.

3. **PUBLIC COMMENT**

None.

4. **ACTION: APPROVAL OF AGENDA**

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

AYES: Duncan, Worden, McKay, Jones, Robak, Swanson, De Hoff, Anderson

NAYS: None

ABSTAIN: None

ABSENT: Preciado, Kendrick, Baber, Yamane

5. **ACTION: CONSIDERATION AND POSSIBLE ACTION TO APPROVE THE MINUTES OF THE REGULAR MEETING OF April 4, 2024**

ACTION: Motion by Director Anderson, seconded by Vice Chair De Hoff to approve the Minutes as submitted. Motion carried as follows:

AYES: Duncan, Worden, McKay, Jones, Robak, Swanson, De Hoff, Anderson

NAYS: None

ABSTAIN: None

ABSENT: Preciado, Kendrick, Baber, Yamane

6. **UPDATE: PURE WATER PROGRAM UPDATE**

Pure Water Program Update 041124 to Environment Committee

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

Elif Cetin, City of San Diego then provided a verbal overview of her PowerPoint presentations, also included in the agenda package.

a. **ACTION: CONSIDERATION AND POSSIBLE ACTION TO RECOMMEND APPROVAL TO THE METRO JPA/COMMISSION OF CONSTRUCTION CHANGE IN EXCESS OF \$2M ON MORENA PUMP STATION (K-21-1807-DBB-3-A) AND EXTEND THE CONSTRUCTION CONTRACT BEYOND 5 YEARS**

B. **ACTION: CONSIDERATION AND POSSIBLE ACTION TO RECOMMEND APPROVAL TO THE METRO JPA/COMMISSION OF CONSTRUCTION CHANGE ORDER (CCO) 9 FOR K-21-1848-DBB-3 MORENA CONVEYANCE NORTH AND EXTEND THE CONSTRUCTION CONTRACT OBLIGATIONS BEYOND 5 YEARS**

ACTION: Motion by Director McKay, seconded by Director Worden to approve Action Items 6A and 6B. Motion carried as follows:

AYES: Duncan, Worden, McKay, Jones, Robak, Swanson, De Hoff, Anderson
NAYS: None
ABSTAIN: None
ABSENT: Preciado, Kendrick, Baber, Yamane

7. **ACTION: DISCUSSION AND POSSIBLE ACTION TO ADD CHECK REGISTRY TO MONTHLY BOARD AGENDAS**

General Counsel Ochoa stated that this item had come up at the recent Finance Committee meeting wherein a member requested consideration of the addition of an accounting of warrants for checks/payments be included on future agendas as a consent item. If the Board determines this appropriate, this will begin at the June JPA meeting.

ACTION: Motion by Director McKay, seconded by Vice Chair De Hoff to approve the addition of the check registry under the consent calendar beginning in June Motion carried as follows:

AYES: Duncan, Worden, McKay, Jones, Robak, Swanson, De Hoff, Anderson
NAYS: None
ABSTAIN: None
ABSENT: Preciado, Kendrick, Baber, Yamane

8. **PRESENTATION: METRO WASTEWATER BILLING FRAMEWORK UPDATE: FROM STRENGTH BASED BILLING TO FUNCTIONAL ALLOCATED BILLING**

Dexter Wilson, JPA staff, provided the introduction and stated that this item has been in the works for over two and a half years. Further, that it represents the best collaborative work with presentations and input from MetroTAC members, JPA staff and the City of San Diego throughout an that this is the first time a project has started at a grass roots level. He then introduced Ben Stewart from Stantec, a consultant for the City of San Diego, who proceeded with a comprehensive review of his PowerPoint presentation included in the agenda package.

9. **UPDATE: Metro Wastewater General**

Lisa Celaya, City of San Diego provided a brief update on the Pure Water Phase 2 newspaper articles which had recently appeared. She then stated that city staff are currently reviewing all of the ten-year-old planning assumptions for Phase 2 and will provide an updated report based on the outcome of this review.

Chair Jones requested Item 14 be heard at this point due to the lateness of the meeting.

Item 14 was heard here.

10. **UPDATE: PURE WATER PROGRAM UPDATE**

This item was not heard.

11. **UPDATE: METRO WASTEWATER FINANCIAL**

This item was not heard.

12. **UPDATE: MetroTAC**

This item was not heard.

13. REPORT: EXECUTIVE DIRECTOR

This item was included in the agenda package but was not discussed.

Item 14 was heard after Item 9

14. REPORT: GENERAL COUNSEL

General Counsel Ochoa reported on 2024 legislative updates affecting the water and wastewater industry discussed at the CASA Attorneys Committee meeting she recently attended. Her report included SB903 Bill relating to PFAS, SB1210 which primarily affects Municipal Utility Districts but could affect the water and wastewater industries down the road, AB2257 which is an ACWA Bill relating to property-related water and sewer fees and assessments, SB1072 is a proposed bill which would preclude refunds under Proposition 218, AB817 is a Brown Act Bill relating to teleconferencing allowing for subsidiary bodies to conduct meetings virtually, AB 2302 is a proposed bill that addresses the number of meetings you can attend remotely based on the number of meetings held per month, and AB 2715 would authorize the use of law enforcement for cybersecurity threats. Finally, Ms. Ochoa advised the Board that the EPA designated PFAS/PFOA as hazardous substances under CERCLA, which will become effective 60 days after publication in the Federal Register. Ms. Ochoa also advised the Board about the most recent US Supreme Court decision relating to social media use for Board members.”

15. REPORT: IROC

This item was not heard.

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

There were none provided.

17. METRO JPA DIRECTORS' COMMENTS

Director Worden suggested a workshop be held regarding the rate study to which Chair Jones responded that a workshop would be scheduled after the Ad Hoc review.

18. ADJOURNMENT

Chair Jones declared the meeting adjourned at 2:05 pm.

Monthly Expense Report

MetroJPA

05/28/2024

Prepared by

lajones-santos@elcagon.gov

Prepared on

May 28, 2024

Expenses by Vendor Summary

May 2024

	Total
CliftonLarsonAllen, LLP	2,835.00
Dexter Wilson Engineering	15,285.00
Ditas Yamane	158.00
Donald Dwight Worden	158.00
Jerrold L. Jones	491.42
Joel Anderson	158.00
John Duncan	158.00
Jose Preciado	158.00
Keze Group LLC	16,212.50
Lori Anne Peoples	10,261.68
Mark Robak	369.60
Mitchell D McKay	316.00
NV5	1,402.50
Paul Redvers Brown, Inc.	652.50
Peter De Hoff	356.20
Procopio	19,197.00
TOTAL	\$68,169.40

Public Utilities Department

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

Metro Wastewater JPA Commission
June 6, 2024

Violet Renick, Public Utilities Assistant Deputy Director
Peter Vroom, Public Utilities Deputy Director



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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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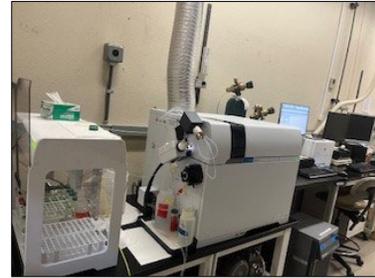
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Agilent Brand Instruments

- Agilent instruments have been used for 2 decades in PUD labs
- Benefits include:
 - *Highly robust & dependable*
 - *Very sensitive to detect contaminants at low levels*
 - *In-house technical expertise in operation*
 - *Inter-changeable parts across instruments*
 - *Reduced parts & maintenance costs*
 - *Meet rigorous laboratory accreditation standards*
 - *Staff are required to learn only one type of software*



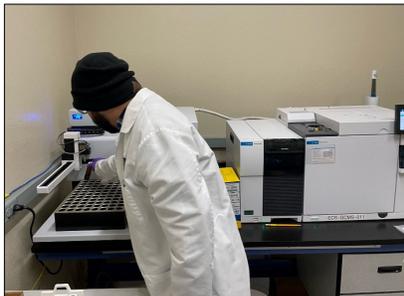
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Agilent Instruments in Action



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Laboratory Needs

- **15** new instruments needed
 - 14 current instruments will meet their operational lifespan and require replacement
 - 1 new instrument for Pure Water
- Continued maintenance and repair services are required
 - Ensure proper functioning of each system
 - Consistent with standard industry practices and usage



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Contract costs

Total Contract Fund Breakdown		
Metro	\$ 2,386,515.56	50%
Muni	\$ 142,421.43	3%
Water	\$ 2,226,205.96	47%
Police	\$ 121,207.61	
Total	\$ 4,876,350.57	
Total Metro		
PA's	\$ 859,145.60	36%
SD	\$ 1,527,369.96	64%

Total Cost of Products + Services by Fund & Fiscal Year (FY)					
	Muni	Metro	Water	Police	Total
FY25	\$ 34,317.16	\$ 658,378.86	\$ 254,767.59	\$ 20,549.36	\$ 968,012.96
FY26	\$ 29,063.25	\$ 463,638.34	\$ 103,834.51	\$ 24,255.00	\$ 620,791.10
FY27	\$ 19,008.46	\$ 306,113.25	\$ 720,469.10	\$ 24,255.00	\$ 1,069,845.81
FY28	\$ 43,401.05	\$ 688,679.53	\$ 745,212.74	\$ 25,467.75	\$ 1,502,761.07
FY29	\$ 16,631.50	\$ 269,705.59	\$ 401,922.02	\$ 26,680.50	\$ 714,939.62
Total	\$ 142,421.42	\$ 2,386,515.58	\$ 2,226,205.96	\$ 121,207.61	\$ 4,876,350.57

- Costs = number of new instrument purchases + required service for existing instruments
 - Includes a 10% contingency
- Funds allocated based on whether instrument is used for wastewater vs drinking water monitoring

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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 \$859,145.60*



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Recommended Action

- Approve the Metro expenditure



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Questions?



Total Cost Allocations for New Products and Services

Total Cost Allocations for New Products			
Muni	Metro	Water	Total
\$ 102,400.85	\$ 1,708,629.94	\$ 1,501,588.11	\$ 3,312,618.90
Total Cost Allocations for Services			
Muni	Metro	Water	Total
\$ 27,073.18	\$ 460,929.66	\$ 522,235.49	\$ 1,010,238.33
Total Cost Allocations			
Muni	Metro	Water	Total
\$ 129,474.02	\$ 2,169,559.61	\$ 2,023,823.60	\$ 4,322,857.23

<i>Including 10% contingency</i>			
Total Cost Allocations for New Products			
Muni	Metro	Water	Total
\$ 112,640.93	\$ 1,879,492.94	\$ 1,651,746.92	\$ 3,643,880.79
Total Cost Allocations for Services			
Muni	Metro	Water	Total
\$ 29,780.49	\$ 507,022.63	\$ 574,459.04	\$ 1,111,262.16
Total Cost Allocations			
Muni	Metro	Water	Total
\$ 142,421.42	\$ 2,386,515.57	\$ 2,226,205.96	\$ 4,755,142.95

Police Department Costs	\$ 121,207.61
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Total (including Police Department costs)	\$ 4,876,350.56
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Attachment A - Agilent Technologies Inc. 5-year Equipment Pricing Breakdown

Unit 1: Drinking Water GCECD

	Item	Description	Unit Price	Taxes	Quote Number
1	G3540A	Agilent 8890 GC System Custom	41,240.87	3,196.17	4774753
2	H1141A	Installation (44K)	1,298.32	0	4774753
3	H1142A	Introduction (44L)	772.06	0	4774753
4	G4514A	7693A Tray, 150 Vial	7,904.96	612.63	4774753
5	H1141A	Installation (44K)	419.04	0	4774753
6	H1142A	Introduction (44L)	211.15	0	4774753
7	G4513A	7693A Autoinjector	6,636.06	514.29	4774753
8	H1141A	Installation (44K)	409.24	0	4774753
9	H1142A	Introduction (44L)	211.15	0	4774753
10	G1729FA	GC/MSD MassHunter Workstation Bundle	12,156.20	942.11	4774753
11	H1141H	Installation (44K)	1,160.37	89.93	4774753
12	H1142H	Introduction (44L)	1,908.25	147.89	4774753
13	H1147H	1 Year SW Update/Phone Assist (44W)	354.32	27.46	4774753
14	H1172A	1YR PC Image Recovery Service (0TP)	396.81	0	4774753
15	H2149A	Method and Application Consulting	7,972.48	0	4774753
16	R28R005	CrossLab Silver - 5yrs total	17,683.09	0	4774753
17	19199N	Install Kit for GCs w/Gas Purifiers	1,866.41	144.65	4774753
18	G4522A	7693A Heating and Cooling Plate for Tray	1,679.44	130.16	4774753
19	H1141H	Installation (44K)	300.72	23.31	4774753
20	H1142H	Introduction (44L)	100.02	7.75	4774753
		Unit Total with shipping and handling	104,680.96		
		Tax Total	5,836.35		
		Package Total	110,517.31		

Total Cost - Fund Allocation

FY to be purchased	Muni	Metro	Water	Total
FY2027			\$ 110,517.31	\$ 110,517.31

Total Cost Fund Allocation Including 10% Contingency

FY to be purchased	Muni	Metro	Water	Total
FY2027			\$ 121,569.04	\$ 121,569.04

Unit 2: Drinking Water Intuvo MSD PAL

	Item	Description	Unit Price	Taxes	Quote Number
1	G3950A	Agilent Intuvo 9000 GC System	22,944.04	1,778.16	4774788
2	H2149A	Method and Application Consulting	11,001.57	0	4774788
3	H1141A	Installation (44K)	915.85	0	4774788
4	R28R005	CrossLab Silver - 5yrs total	59,999.60	0	4774788
5	H1142A	Introduction (44L)	388.74	0	4774788
6	G7077CA	5977C Inert Plus MSD Turbo EI Bundle	66,772.60	5,174.88	4774788
7	H1141H	Installation (44K)	4,601.16	356.59	4774788
8	H1142H	Introduction (44L)	808.37	62.65	4774788
9	H1147H	1 Year SW Update/Phone Assist (44W)	350.12	27.13	4774788
10	H1172A	1YR PC Image Recovery Service (0TP)	382.94	0	4774788
11	G7367B	PAL3 Series II RSI 85	46,414.57	3,597.13	4774788
12	H1141H	Installation (44K)	1,157.85	89.73	4774788
13	H1142H	Introduction (44L)	1,013.04	78.51	4774788
14	G9257AA	PAL Sampler Control for GC MassHunter	2,594.39	201.07	4774788
15	H1141S	Installation (44K)	361.06	27.98	4774788
16	H1142S	Introduction (44L)	412.55	31.97	4774788
17	G3870-20448	EXTRACTOR LENS, 6MM DIAMETER	129.36	10.03	4774788
18	G3870-20449	Extraction Lens, 9mm	129.36	10.03	4774788
19	G3870-20445	Insulator, Extraction Lens Ring	159.62	12.37	4774788
20	G6014B	Quiet Cover for GCMS	1,506.69	116.77	4774788
21	H1141A	Installation (44K)	281.9	0	4774788
22	H1142A	Introduction (44L)	94.61	0	4774788
23	19199N	Install Kit for GCs w/Gas Purifiers	1,837.50	142.41	4774788
		Unit Total with shipping and handling	224,257.49		
		Tax Total	11,717.41		
		Package Total	235,974.90		

Total Cost - Fund Allocation

FY to be purchased	Muni	Metro	Water	Total
FY2028			\$ 235,974.90	\$ 235,974.90

Total Cost Fund Allocation Including 10% Contingency

FY to be purchased	Muni	Metro	Water	Total
FY2028			\$ 259,572.39	\$ 259,572.39

Unit 3: Drinking Water GCMSD with Tekmar Purge and Trap

	Item	Description	Unit Price	Taxes	Quote Number
1	G7077CA	5977C Inert Plus MSD Turbo EI Bundle	64,652.82	5,010.59	4774791
2	R28R005	CrossLab Silver - 5yrs total	59,998.67	0	4774791
3	G3870-20445	Insulator, Extraction Lens Ring	159.61	12.37	4774791
4	G3870-20448	EXTRACTOR LENS, 6MM DIAMETER	129.36	10.03	4774791
5	H1141H	Installation (44K)	4,601.09	356.58	4774791
6	H1142H	Introduction (44L)	808.36	62.65	4774791
7	G3870-20449	Extraction Lens, 9mm	129.36	10.03	4774791
8	H1147H	1 Year SW Update/Phone Assist (44W)	350.12	27.13	4774791
9	H1172A	1YR PC Image Recovery Service (0TP)	382.94	0	4774791
10	5182-0845	25ml Sparger Kit	135.79	10.52	4774791
11	G6014B	Quiet Cover for GCMS	1,506.66	116.77	4774791
12	H1141A	Installation (44K)	281.9	0	4774791
13	H1142A	Introduction (44L)	94.6	0	4774791
14	G3540A	Agilent 8890 GC System Custom	22,634.12	1,754.14	4774791
15	H1141A	Installation (44K)	1,278.19	0	4774791
16	H1142A	Introduction (44L)	760.09	0	4774791
17	G3163-20530	Drawout Plate, 6mm, 5973/5975	301.2	23.34	4774791
18	G8161A	AQUATek LVA Liquid Autosampler	19,766.88	1,531.93	4774791
19	H1141H	Installation (44K)	1,146.89	88.88	4774791
20	H1142H	Introduction (44L)	379.08	29.38	4774791
21	G7363A	Lumin Purge and Trap Concentrator	24,203.85	1,875.80	4774791
22	H1141H	Installation (44K)	1,211.89	93.92	4774791
23	H1142H	Introduction (44L)	400.32	31.02	4774791
24	5191-6770	Sample Loop, PEEK, 25ml AQUATek LVA	1,034.26	80.16	4774791
25	G1033C	NIST MS Library Bundle	5,329.01	413	4774791
26	19199N	Install Kit for GCs w/Gas Purifiers	1,837.47	142.4	4774791
27	H2149A	Method and Application Consulting	11,001.40	0	4774791
		Unit Total with shipping and handling	224,515.93		
		Tax Total	11,680.64		
		Package Total	236,196.57		

Total Cost - Fund Allocation

FY to be purchased	Muni	Metro	Water	Total
FY2029			\$ 236,196.57	\$ 236,196.57

Total Cost Fund Allocation Including 10% Contingency

FY to be purchased	Muni	Metro	Water	Total
FY2029			\$ 259,816.23	\$ 259,816.23

Unit 4: Drinking Water GCMSD

	Item	Description	Unit Price	Taxes	Quote Number
1	G7077CA	5977C Inert Plus MSD Turbo EI Bundle	64,526.14	5,000.78	4774784
2	H1141H	Installation (44K)	4,621.24	358.15	4774784
3	H1142H	Introduction (44L)	811.9	62.92	4774784
4	H1147H	1 Year SW Update/Phone Assist (44W)	351.65	27.25	4774784
5	H1172A	1YR PC Image Recovery Service (oTP)	384.61	0	4774784
6	G3540A	Agilent 8890 GC System Custom	18,291.70	1,417.61	4774784
7	H1141A	Installation (44K)	1,283.79	0	4774784
8	H1142A	Introduction (44L)	763.42	0	4774784
9	G4513A	7693A Autoinjector	6,561.79	508.54	4774784
10	H1141A	Installation (44K)	404.66	0	4774784
11	H1142A	Introduction (44L)	208.79	0	4774784
12	G4514A	7693A Tray, 150 Vial	7,816.49	605.78	4774784
13	H1141A	Installation (44K)	414.35	0	4774784
14	H1142A	Introduction (44L)	208.79	0	4774784
15	G1033C	NIST MS Library Bundle	5,352.35	414.81	4774784
16	19199N	Install Kit for GCs w/Gas Purifiers	1,845.52	143.03	4774784
17	G6014B	Quiet Cover for GCMS	1,513.26	117.28	4774784
18	H1141A	Installation (44K)	283.13	0	4774784
19	H1142A	Introduction (44L)	95.02	0	4774784
20	H2149A	Method and Application Consulting	11,049.58	0	4774784
21	R28R005	CrossLab Silver - 5yrs total	43,045.13	0	4774784
		Unit Total with shipping and handling	169,833.31		
		Tax Total	8,656.15		
		Package Total	178,489.46		

Total Cost - Fund Allocation

FY to be purchased	Muni	Metro	Water	Total
FY2028			\$ 178,489.46	\$ 178,489.46

Total Cost Fund Allocation Including 10% Contingency

FY to be purchased	Muni	Metro	Water	Total
FY2028			\$ 196,338.41	\$ 196,338.41

Unit 5: Drinking Water GCECD

	Item	Description	Unit Price	Taxes	Quote Number
1	G3540A	Agilent 8890 GC System Custom	41,264.84	3,198.03	4774766
2	H1141A	Installation (44K)	1,299.07	0	4774766
3	H1142A	Introduction (44L)	772.5	0	4774766
4	G4514A	7693A Tray, 150 Vial	7,909.56	612.99	4774766
5	H1141A	Installation (44K)	419.28	0	4774766
6	H1142A	Introduction (44L)	211.27	0	4774766
7	G4513A	7693A Autoinjector	6,639.92	514.59	4774766
8	H1141A	Installation (44K)	409.48	0	4774766
9	H1142A	Introduction (44L)	211.27	0	4774766
10	G1729FA	GC/MSD MassHunter Workstation Bundle	12,163.26	942.65	4774766
11	H1141H	Installation (44K)	1,161.05	89.98	4774766
12	H1142H	Introduction (44L)	1,909.36	147.98	4774766
13	H1147H	1 Year SW Update/Phone Assist (44W)	354.53	27.48	4774766
14	H1172A	1YR PC Image Recovery Service (0TP)	397.04	0	4774766
15	H2149A	Method and Application Consulting	7,977.11	0	4774766
16	R28R005	CrossLab Silver - 5yrs total	17,693.37	0	4774766
17	19199N	Install Kit for GCs w/Gas Purifiers	1,867.49	144.73	4774766
Unit Total with shipping and handling			102,660.40		
Tax Total			5,678.43		
Package Total			108,338.83		

Total Cost - Fund Allocation

FY to be purchased	Muni	Metro	Water	Total
FY2027			\$ 108,338.83	\$ 108,338.83

Total Cost Fund Allocation Including 10% Contingency

FY to be purchased	Muni	Metro	Water	Total
FY2027			\$ 119,172.71	\$ 119,172.71

Unit 6: Waste Water GCMS

	Item	Description	Unit Price	Taxes	Quote Number
1	H2149A	Method and Application Consulting	11,036.32	0	4779535
2	G6014B	Quiet Cover for GCMS	1,511.44	117.14	4779535
3	H1141A	Installation (44K)	282.79	0	4779535
4	H1142A	Introduction (44L)	94.9	0	4779535
5	G6014-68000	Install kit, IDP3 to G6014 Quiet cover	169.8	13.16	4779535
6	G3870-20445	Insulator, Extraction Lens Ring	160.12	12.41	4779535
7	G3870-20448	EXTRACTOR LENS, 6MM DIAMETER	129.77	10.06	4779535
8	G3870-20449	Extraction Lens, 9mm	129.77	10.06	4779535
9	G7022A	Agilent GC/MSD VOC Analysis Kit	952.97	73.86	4779535
10	G7077CA	5977C Inert Plus MSD Turbo EI Bundle	64,857.98	5,026.49	4779535
11	H1141H	Installation (44K)	4,615.69	357.72	4779535
12	H1142H	Introduction (44L)	810.93	62.85	4779535
13	H1147H	1 Year SW Update/Phone Assist (44W)	351.23	27.22	4779535
14	H1172A	1YR PC Image Recovery Service (0TP)	384.15	0	4779535
15	G3540A	Agilent 8890 GC System Custom	30,504.01	2,364.06	4779535
16	SYS-GM-59771	GCMS 5977 Turbo System	0	0	4779535
17	R28R005	CrossLab Silver - 5yrs total	42,993.44	0	4779535
18	G3391A	Site Preparation Package	36.73	2.85	4779535
19	H1141A	Installation (44K)	1,282.25	0	4779535
20	H1142A	Introduction (44L)	762.5	0	4779535
21	G1033C	NIST MS Library Bundle	5,345.92	414.31	4779535
22	G1033-64002	NIST MS Library Software	0	0	4779535
23	G4513A	7693A Autoinjector	6,553.91	507.93	4779535
24	H1141A	Installation (44K)	401.81	0	4779535
25	H1142A	Introduction (44L)	207.33	0	4779535
26	G4514A	7693A Tray, 150 Vial	7,807.11	605.05	4779535
27	H1141A	Installation (44K)	411.44	0	4779535
28	H1142A	Introduction (44L)	207.33	0	4779535
		Unit Total with shipping and handling	182,001.64		
		Tax Total	9,605.17		
		Package Total	191,606.81		

Total Cost - Fund Allocation

FY to be purchased	Muni	Metro	Water	Total
FY2027	\$ 11,496.41	\$ 180,110.40		\$ 191,606.81

Total Cost Fund Allocation Including 10% Contingency

FY to be purchased	Muni	Metro	Water	Total
FY2027	\$ 12,646.05	\$ 198,121.44		\$ 210,767.49

Unit 7: Waste Water GCQQQ

	Item	Description	Unit Price	Taxes	Quote Number
1	G3540A	Agilent 8890 GC System Custom	37,957.59	2,941.71	4773263
2	G7010CA	7000E Quadrupole MS/MS EI Bundle	170,109.60	13,183.49	4773263
3	H1141H	Installation (44K)	7,407.90	574.11	4773263
4	H1142H	Introduction (44L)	1,205.71	93.44	4773263
5	H1147H	1 Year SW Update/Phone Assist (44W)	347.24	26.91	4773263
6	H1151H	Training (44P)	3,795.88	294.18	4773263
7	H1172H	1YR PC Repair Recovery Service (oTP)	388.87	30.14	4773263
8	G3199C	Quiet Cover II	2,729.20	211.51	4773263
9	H1141A	Installation (44K)	264.59	0	4773263
10	H1141A	Installation (44K)	1,272.34	0	4773263
11	R28R005	CrossLab Silver - 5yrs total	79,812.84	0	4773263
12	H1142A	Introduction (44L)	756.61	0	4773263
13	G4513A	7693A Autoinjector	13,006.61	1,008.01	4773263
14	H1141A	Installation (44K)	797.44	0	4773263
15	H1142A	Introduction (44L)	413.87	0	4773263
16	G4514A	7693A Tray, 150 Vial	7,746.81	600.38	4773263
17	H1141A	Installation (44K)	408.26	0	4773263
18	H1142A	Introduction (44L)	206.93	0	4773263
19	G3391A	Site Preparation Package	36.44	2.82	4773263
20	G4513-80242	Syringe, 25 ul, FN 23-26/42/HP	187.07	14.5	4773263
21	H2149A	Method and Application Consulting	10,951.08	0	4773263
		Unit Total with shipping and handling	339,802.88		
		Tax Total	18,981.20		
		Package Total	358,784.08		

Total Cost - Fund Allocation

FY to be purchased	Muni	Metro	Water	Total
FY2028	\$ 21,527.04	\$ 337,257.04		\$ 358,784.08

Total Cost Fund Allocation Including 10% Contingency

FY to be purchased	Muni	Metro	Water	Total
FY2028	\$ 23,679.75	\$ 370,982.74		\$ 394,662.49

Unit 8: Waste Water GCQQQ

	Item	Description	Unit Price	Taxes	Quote Number
1	G3540A	Agilent 8890 GC System Custom	37,957.59	2,941.71	4773377
2	G7010CA	7000E Quadrupole MS/MS EI Bundle	170,109.60	13,183.49	4773377
3	H1141H	Installation (44K)	7,407.90	574.11	4773377
4	H1142H	Introduction (44L)	1,205.71	93.44	4773377
5	H1147H	1 Year SW Update/Phone Assist (44W)	347.24	26.91	4773377
6	H1151H	Training (44P)	3,795.88	294.18	4773377
7	H1172H	1YR PC Repair Recovery Service (oTP)	388.87	30.14	4773377
8	G3199C	Quiet Cover II	2,729.20	211.51	4773377
9	H1141A	Installation (44K)	264.59	0	4773377
10	H1141A	Installation (44K)	1,272.34	0	4773377
11	R28R005	CrossLab Silver - 5yrs total	79,812.84	0	4773377
12	H1142A	Introduction (44L)	756.61	0	4773377
13	G4513A	7693A Autoinjector	13,006.61	1,008.01	4773377
14	H1141A	Installation (44K)	797.44	0	4773377
15	H1142A	Introduction (44L)	413.87	0	4773377
16	G4514A	7693A Tray, 150 Vial	7,746.81	600.38	4773377
17	H1141A	Installation (44K)	408.26	0	4773377
18	H1142A	Introduction (44L)	206.93	0	4773377
19	G3391A	Site Preparation Package	36.44	2.82	4773377
20	G4513-80242	Syringe, 25 ul, FN 23-26/42/HP	187.07	14.5	4773377
21	H2149A	Method and Application Consulting	10,951.08	0	4773377
		Unit Total with shipping and handling	339,802.88		
		Tax Total	18,981.20		
		Package Total	358,784.08		

Total Cost - Fund Allocation

FY to be purchased	Muni	Metro	Water	Total
FY2026	\$ 21,527.04	\$ 337,257.04		\$ 358,784.08

Total Cost Fund Allocation Including 10% Contingency

FY to be purchased	Muni	Metro	Water	Total
FY2026	\$ 23,679.75	\$ 370,982.74		\$ 394,662.49

Unit 9: Waste Water GCMS

	Item	Description	Unit Price	Taxes	Quote Number
1	H2149A	Method and Application Consulting	11,036.32	0	4779543
2	G6014B	Quiet Cover for GCMS	1,511.44	117.14	4779543
3	H1141A	Installation (44K)	282.79	0	4779543
4	H1142A	Introduction (44L)	94.9	0	4779543
5	G6014-68000	Install kit, IDP3 to G6014 Quiet cover	169.8	13.16	4779543
6	G3870-20445	Insulator, Extraction Lens Ring	160.12	12.41	4779543
7	G3870-20448	EXTRACTOR LENS, 6MM DIAMETER	129.77	10.06	4779543
8	G3870-20449	Extraction Lens, 9mm	129.77	10.06	4779543
9	G7022A	Agilent GC/MSD VOC Analysis Kit	952.97	73.86	4779543
10	G7077CA	5977C Inert Plus MSD Turbo EI Bundle	64,857.98	5,026.49	4779543
11	H1141H	Installation (44K)	4,615.69	357.72	4779543
12	H1142H	Introduction (44L)	810.93	62.85	4779543
13	H1147H	1 Year SW Update/Phone Assist (44W)	351.23	27.22	4779543
14	H1172A	1YR PC Image Recovery Service (0TP)	384.15	0	4779543
15	G3540A	Agilent 8890 GC System Custom	30,504.01	2,364.06	4779543
16	SYS-GM-59771	GCMS 5977 Turbo System	0	0	4779543
17	R28R005	CrossLab Silver - 5yrs total	42,993.44	0	4779543
18	G3391A	Site Preparation Package	36.73	2.85	4779543
19	H1141A	Installation (44K)	1,282.25	0	4779543
20	H1142A	Introduction (44L)	762.5	0	4779543
21	G1033C	NIST MS Library Bundle	5,345.92	414.31	4779543
22	G1033-64002	NIST MS Library Software	0	0	4779543
23	G4513A	7693A Autoinjector	6,553.91	507.93	4779543
24	H1141A	Installation (44K)	401.81	0	4779543
25	H1142A	Introduction (44L)	207.33	0	4779543
26	G4514A	7693A Tray, 150 Vial	7,807.11	605.05	4779543
27	H1141A	Installation (44K)	411.44	0	4779543
28	H1142A	Introduction (44L)	207.33	0	4779543
		Unit Total with shipping and handling	182,001.64		
		Tax Total	9,605.17		
		Package Total	191,606.81		

Total Cost - Fund Allocation

FY to be purchased	Muni	Metro	Water	Total
FY2028	\$ 11,496.41	\$ 180,110.40		\$ 191,606.81

Total Cost Fund Allocation Including 10% Contingency

FY to be purchased	Muni	Metro	Water	Total
FY2028	\$ 12,646.05	\$ 198,121.44		\$ 210,767.49

Unit 10: Waste Water GCMS

	Item	Description	Unit Price	Taxes	Quote Number
1	H2149A	Method and Application Consulting	11,036.32	0	4779546
2	G6014B	Quiet Cover for GCMS	1,511.44	117.14	4779546
3	H1141A	Installation (44K)	282.79	0	4779546
4	H1142A	Introduction (44L)	94.9	0	4779546
5	G6014-68000	Install kit, IDP3 to G6014 Quiet cover	169.8	13.16	4779546
6	G3870-20445	Insulator, Extraction Lens Ring	160.12	12.41	4779546
7	G3870-20448	EXTRACTOR LENS, 6MM DIAMETER	129.77	10.06	4779546
8	G3870-20449	Extraction Lens, 9mm	129.77	10.06	4779546
9	G7022A	Agilent GC/MSD VOC Analysis Kit	952.97	73.86	4779546
10	G7077CA	5977C Inert Plus MSD Turbo EI Bundle	64,857.98	5,026.49	4779546
11	H1141H	Installation (44K)	4,615.69	357.72	4779546
12	H1142H	Introduction (44L)	810.93	62.85	4779546
13	H1147H	1 Year SW Update/Phone Assist (44W)	351.23	27.22	4779546
14	H1172A	1YR PC Image Recovery Service (0TP)	384.15	0	4779546
15	G3540A	Agilent 8890 GC System Custom	30,504.01	2,364.06	4779546
16	SYS-GM-59771	GCMS 5977 Turbo System	0	0	4779546
17	R28R005	CrossLab Silver - 5yrs total	42,993.44	0	4779546
18	G3391A	Site Preparation Package	36.73	2.85	4779546
19	H1141A	Installation (44K)	1,282.25	0	4779546
20	H1142A	Introduction (44L)	762.5	0	4779546
21	G1033C	NIST MS Library Bundle	5,345.92	414.31	4779546
22	G1033-64002	NIST MS Library Software	0	0	4779546
23	G4513A	7693A Autoinjector	6,553.91	507.93	4779546
24	H1141A	Installation (44K)	401.81	0	4779546
25	H1142A	Introduction (44L)	207.33	0	4779546
26	G4514A	7693A Tray, 150 Vial	7,807.11	605.05	4779546
27	H1141A	Installation (44K)	411.44	0	4779546
28	H1142A	Introduction (44L)	207.33	0	4779546
		Unit Total with shipping and handling	182,001.64		
		Tax Total	9,605.17		
		Package Total	191,606.81		

Total Cost - Fund Allocation

FY to be purchased	Muni	Metro	Water	Total
FY2025	\$ 11,496.41	\$ 180,110.40		\$ 191,606.81

Total Cost Fund Allocation Including 10% Contingency

FY to be purchased	Muni	Metro	Water	Total
FY2025	\$ 12,646.05	\$ 198,121.44		\$ 210,767.49

Unit 11: Drinking water ICP-OES

	Item	Description	Unit Price	Taxes	Quote Number
1	G8018AA	Agilent 5800 VDV ICP-OES	68,982.16	5,346.12	4772059
2	H1141H	Installation (44K)	2,493.44	193.24	4772059
3	H1142H	Introduction (44L)	1,629.38	126.28	4772059
4	H1147H	1 Year SW Update/Phone Assist (44W)	131.23	10.17	4772059
5	G8496A	Agilent smart, non-CFC recirculating chiller	5,014.81	388.65	4772059
6	H1141A	Installation (44K)	359.26	0	4772059
7	G8490A	SPS 4 Autosampler (for AA/MP/ICP-OES)	8,915.26	690.93	4772059
8	H1141H	Installation (44K)	515.18	39.93	4772059
9	H1142H	Introduction (44L)	171.51	13.29	4772059
10	6610030100	Bottle ICP-OES Wavecal	380.05	29.45	4772059
11	5190-7001	Calibration blank solution	82.5	6.39	4772059
12	H2149A	Method and Application Consulting On-site consulting -2	7,922.92	0	4772059
13	R28R005	SYS-IO-5800-M, ICP-OES 5800/5900 Spectrometer - CrossLab Silver - 5yrs	36,244.68	0	4772059
		Unit Total with shipping and handling	132,842.38		
		Tax Total	6,844.45		
		Package Total	139,686.83		

Total Cost - Fund Allocation

FY to be purchased	Muni	Metro	Water	Total
FY2028			\$ 139,686.83	\$ 139,686.83

Total Cost Fund Allocation Including 10% Contingency

FY to be purchased	Muni	Metro	Water	Total
FY2028			\$ 153,655.51	\$ 153,655.51

Unit 12: Pure Water ICP-MS

	Item	Description	Unit Price	Taxes	Quote Number
1	G8422AA	Agilent 7850 (G8422A) ICP-MS System	139,597.24	10,818.79	4771987
2	H1141H	Installation (44K)	5,141.67	398.48	4771987
3	H1142H	Introduction (44L)	2,188.61	169.62	4771987
4	H1147H	1 Year SW Update/Phone Assist (44W)	319.91	24.79	4771987
5	G8411A	ISIS 3 for Agilent 7850/7900/8900	9,420.61	730.1	4771987
6	H1141H	Installation (44K)	557.59	43.21	4771987
7	H1142H	Introduction (44L)	330.82	25.64	4771987
8	G7206C	ICP-MS MassHunter Intelligent Sequence	1,687.55	130.79	4771987
9	H1141S	Installation (44K)	340.47	26.39	4771987
10	H1142S	Introduction (44L)	337.25	26.14	4771987
11	G8414A	Recirculating chiller for ICP-MS	4,958.59	384.29	4771987
12	H1141A	Installation (44K)	355.24	0	4771987
13	G8415A	SPS 4 Autosampler (for ICP-MS)	9,002.18	697.67	4771987
14	H1141H	Installation (44K)	509.41	39.48	4771987
15	H1142H	Introduction (44L)	169.59	13.14	4771987
16	5185-5850	ICP-MS Checkout Solutions	558.23	43.26	4771987
17	5188-6524	PA tuning solution set	729.1	56.51	4771987
18	5188-6564	ICP-MS stock tuning solution (100 mL)	134.9	10.45	4771987
19	5184-3566	ICP-MS Tuning Sol 10 ug/L 2x 500mL	253.74	19.66	4771987
20	CP17976	Gas Clean Carrier Gas filter kit (1/8in)	527.4	40.87	4771987
21	G3270-65035	Stainless steel tubing, 1/8in od, 6m	187.58	14.54	4771987
22	0101-1536	Gas reg. He for ICP-MS, 2 stage, 15 psi	371.94	28.83	4771987
23	H2149A	Method and Application Consulting	10,980.68	0	4771987
24	R28R005	CrossLab Silver - 5yrs total	72,202.39	0	4771987
		Unit Total with shipping and handling	260,862.69		
		Tax Total	13,742.65		
		Package Total	274,605.34		

Total Cost - Fund Allocation

FY to be purchased	Muni	Metro	Water	Total
FY2025		\$ 104,350.03	\$ 170,255.31	\$ 274,605.34

Total Cost Fund Allocation Including 10% Contingency

FY to be purchased	Muni	Metro	Water	Total
FY2025		\$ 114,785.03	\$ 187,280.84	\$ 302,065.87

Unit 13: Drinking water ICP-MS

	Item	Description	Unit Price	Taxes	Quote Number
1	G8403AA	Agilent 7900 (G8403A) ICP-MS System	179,655.40	13,923.29	4772060
2	H1141H	Installation (44K)	5,773.01	447.41	4772060
3	H1142H	Introduction (44L)	2,456.83	190.4	4772060
4	H1147H	1 Year SW Update/Phone Assist (44W)	359.13	27.83	4772060
5	G8411A	ISIS 3 for Agilent 7850/7900/8900	9,404.71	728.87	4772060
6	H1141H	Installation (44K)	556.65	43.14	4772060
7	H1142H	Introduction (44L)	330.27	25.6	4772060
8	G7206C	ICP-MS MassHunter Intelligent Sequence	1,684.70	130.56	4772060
9	H1141S	Installation (44K)	339.89	26.34	4772060
10	H1142S	Introduction (44L)	336.68	26.09	4772060
11	G8414A	Recirculating chiller for ICP-MS	4,950.22	383.64	4772060
12	H1141A	Installation (44K)	354.64	0	4772060
13	G8415A	SPS 4 Autosampler (for ICP-MS)	8,986.98	696.49	4772060
14	H1141H	Installation (44K)	508.55	39.41	4772060
15	H1142H	Introduction (44L)	169.3	13.12	4772060
16	5185-5850	ICP-MS Checkout Solutions	557.29	43.19	4772060
17	5188-6524	PA tuning solution set	727.87	56.41	4772060
18	5188-6564	ICP-MS stock tuning solution (100 mL)	134.67	10.44	4772060
19	5184-3566	ICP-MS Tuning Sol 10 ug/L 2x 500mL	253.31	19.63	4772060
20	CP17976	Gas Clean Carrier Gas filter kit (1/8in)	526.51	40.8	4772060
21	G3270-65035	Stainless steel tubing, 1/8in od, 6m	187.26	14.51	4772060
22	0101-1536	Gas reg. He for ICP-MS, 2 stage, 15 psi	371.31	28.78	4772060
23	H2149A	Method and Application Consulting	10,962.15	0	4772060
24	R28R005	CrossLab Silver - 5yrs total	75,625.62	0	4772060
		Unit Total with shipping and handling	305,212.95		
		Tax Total	16,915.95		
		Package Total	322,128.90		

Total Cost - Fund Allocation

FY to be purchased	Muni	Metro	Water	Total
FY2027			\$ 322,128.90	\$ 322,128.90

Total Cost Fund Allocation Including 10% Contingency

FY to be purchased	Muni	Metro	Water	Total
FY2027			\$ 354,341.79	\$ 354,341.79

Unit 14: Wastewater ICP-OES

	Item	Description	Unit Price	Taxes	Quote Number
1	G8018AA	Agilent 5800 VDV ICP-OES	68,982.16	5,346.12	4772058
2	H1141H	Installation (44K)	2,493.44	193.24	4772058
3	H1142H	Introduction (44L)	1,629.38	126.28	4772058
4	H1147H	1 Year SW Update/Phone Assist (44W)	131.23	10.17	4772058
5	G8496A	Agilent smart, non-CFC recirculating chiller	5014.81	388.65	4772058
6	H1141A	Installation (44K)	359.26	0	4772058
7	G8490A	SPS 4 Autosampler (for AA/MP/ICP-OES)	8,915.26	690.93	4772058
8	H1141H	Installation (44K)	515.18	39.93	4772058
9	H1142H	Introduction (44L)	171.51	13.29	4772058
10	6610030100	Bottle ICP-OES Wavecal	380.05	29.45	4772058
11	5190-7001	Calibration blank solution	82.5	6.39	4772058
12	H2149A	Method and Application Consulting On-site consulting -2	7,922.92	0	4772058
13	R28R005	SYS-IO-5800-M, ICP-OES 5800/5900 Spectrometer - CrossLab Silver - 5yrs	36,244.68	0	4772058
		Unit Total with shipping and handling	132,842.38		
		Tax Total	6,844.45		
		Package Total	139,686.83		

Total Cost - Fund Allocation

FY to be purchased	Muni	Metro	Water	Total
FY2029	\$ 8,381.21	\$ 131,305.62		\$ 139,686.83

Total Cost Fund Allocation Including 10% Contingency

FY to be purchased	Muni	Metro	Water	Total
FY2029	\$ 9,219.33	\$ 144,436.18		\$ 153,655.51

Unit 15: Wastewater ICP-MS

	Item	Description	Unit Price	Taxes	Quote Number
1	G8422AA	Agilent 7850 (G8422A) ICP-MS System	139,597.24	10,818.79	4772983
2	H1141H	Installation (44K)	5,141.67	398.48	4772983
3	H1142H	Introduction (44L)	2,188.61	169.62	4772983
4	H1147H	1 Year SW Update/Phone Assist (44W)	319.91	24.79	4772983
5	G8411A	ISIS 3 for Agilent 7850/7900/8900	9,420.61	730.1	4772983
6	H1141H	Installation (44K)	557.59	43.21	4772983
7	H1142H	Introduction (44L)	330.82	25.64	4772983
8	G7206C	ICP-MS MassHunter Intelligent Sequence	1687.55	130.79	4772983
9	H1141S	Installation (44K)	340.47	26.39	4772983
10	H1142S	Introduction (44L)	337.25	26.14	4772983
11	G8414A	Recirculating chiller for ICP-MS	4958.59	384.29	4772983
12	H1141A	Installation (44K)	355.24	0	4772983
13	G8415A	SPS 4 Autosampler (for ICP-MS)	9,002.18	697.67	4772983
14	H1141H	Installation (44K)	509.41	39.48	4772983
15	H1142H	Introduction (44L)	169.59	13.14	4772983
16	5185-5850	ICP-MS Checkout Solutions	558.23	43.26	4772983
17	5188-6524	PA tuning solution set	729.1	56.51	4772983
18	5188-6564	ICP-MS stock tuning solution (100 mL)	134.9	10.45	4772983
19	5184-3566	ICP-MS Tuning Sol 10 ug/L 2x 500mL	253.74	19.66	4772983
20	CP17976	Gas Clean Carrier Gas filter kit (1/8in)	527.4	40.87	4772983
21	G3270-65035	Stainless steel tubing, 1/8in od, 6m	187.58	14.54	4772983
22	0101-1536	Gas reg. He for ICP-MS, 2 stage, 15 psi	371.94	28.83	4772983
23	H2149A	Method and Application Consulting	10980.68	0	4772983
24	R28R005	CrossLab Silver - 5yrs total	72202.39	0	4772983
Unit Total with shipping and handling			260862.69		
Tax Total			13742.65		
Package Total			274605.34		

Total 5-year Product Cost	3,312,618.90
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Total Cost - Fund Allocation

FY to be purchased	Muni	Metro	Water	Total
FY2025	\$ 16,476.32	\$ 258,129.02		\$ 274,605.34

Total Cost Fund Allocation Including 10% Contingency

FY to be purchased	Muni	Metro	Water	Total
FY2025	\$ 18,123.95	\$ 283,941.92		\$ 302,065.87

Total Cost Allocations for New Products

Muni	Metro	Water	Total
\$ 102,400.85	\$ 1,708,629.94	\$ 1,501,588.11	\$ 3,312,618.90

Including 10% contingency

Total Cost Allocations for New Products			
Muni	Metro	Water	Total
\$ 112,640.93	\$ 1,879,492.94	\$ 1,651,746.92	\$ 3,643,880.79



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 Contact: Violet Renick, Assistant Deputy Director Phone: (619) 668-2710

Secondary Contact: Peter Vroom, Deputy Director Phone: (619) 758-2301

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 Attachments A-C, which show the summarized product and service costs based on the anticipated need for each instrument.

City of San Diego Strategic Plan:

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 \$947,463.60, of which \$254,767.59 is from Fund 700011, Water Utility Operating, \$658,378.85 from Fund 700001, Metro Sewer Utility, and \$34,317.16 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 dependence 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).

Previous Council and/or Committee Actions:

N/A

Planning Commission Action:

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

Public Utilities Department
Executive Assistant Director

Kris McFadden

Deputy Chief Operating Officer

DRAFT

FY 2025 Operations Budget



Draft – Metro TAC



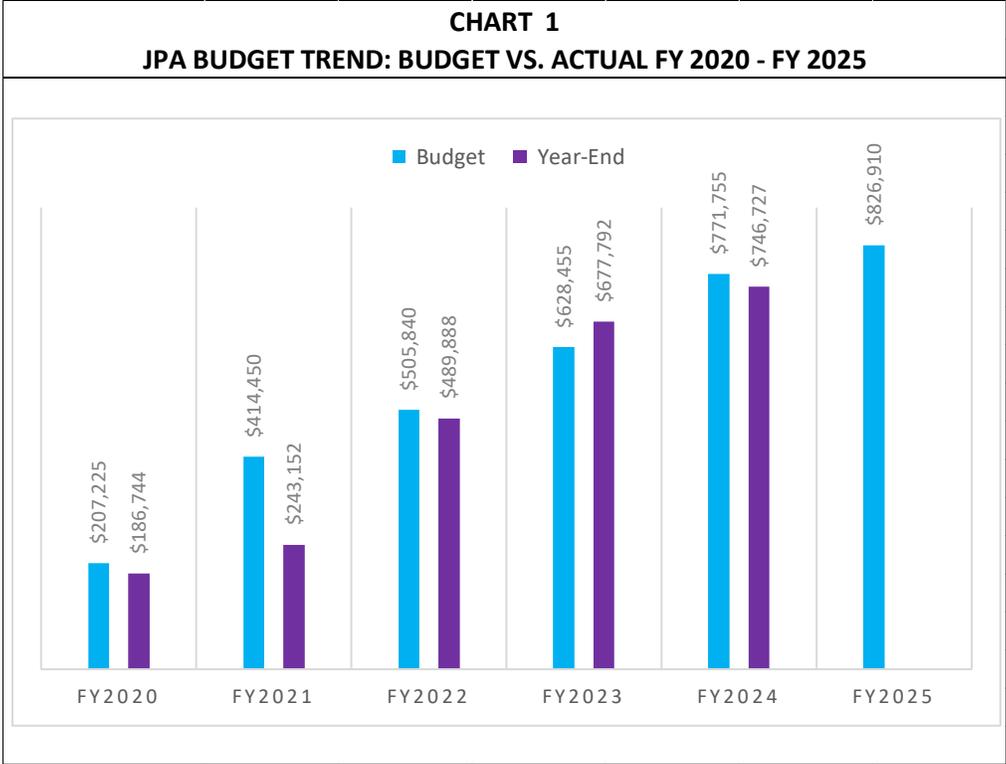
TO: Metro Wastewater JPA Board of Directors
FROM: Karyn L. Keze, Executive Director
DATE: June 6, 2024
RE: Agenda Item No. 7: FY 2025 JPA OPERATING BUDGET

The Metro Wastewater JPA has significantly evolved over the last five years, transitioning from observers to active participants in wastewater and, in some cases, water issues within the San Diego region, particularly affecting the San Diego Metro System and its members. Prior to FY 2020, the JPA's primary technical involvement was in the annual Exhibit E Audit review of Metro costs. During the first Amended and Restated Agreement (ARA) negotiations, engineering consultants were brought in to assist with technical negotiations regarding capital and operations costs for Phase 1 of the Pure Water Program.

With the beginning of drafting of the Second ARA (SARA), JPA consultants began partnering with City of San Diego PUD staff. This collaboration led to increased input and eventual drafting of SARA language and the creation of the new Metro billing system, the Functional Allocated Billing (FAB) system. During this period, JPA engineering and financial consultants were actively involved in negotiating cost allocations for Phase 1 construction projects. Initially, "shared" projects, such as the North City Expansion Project, with the City's water utility were accounted for as 100% Metro costs during planning phases. Through review and negotiations between City of San Diego and JPA consultants, over \$190 million in Phase 1 project costs, or an additional 16% of the total project costs, have now been allocated to San Diego's water utility.

As the consultants' roles have increased, so has the Metro JPA Operating Budget to fund the required shared engineering and financial services. JPA engineering consultants are now involved not only in Pure Water projects but also in planning capital projects for PS1, PS2, Pt. Loma, and compliance with the Regional Board's Executive Order concerning the FY 2020 sewage spill. Additionally, they are coordinating a Regional I&I Study, co-managed by PUD staff and JPA consultants, and funded through the San Diego Metro budget.

Chart 1 summarizes the trend in the JPA’s Operating Expenditures from FY 2020 to present, showing both budget and actuals for FY 2020 – FY 2023, FY 2024’s budget and projected actuals, and FY 2025’s draft Operating Budget amounts.



Upon completing the SARA and the FAB system of charges, by the end of calendar year 2024, the JPA’s consultants' roles are expected to stabilize or possibly decrease, aligning the FY 2026 Operating Budget with the FY 2025 budget level.

During FY 2024, the JPA formed a Reorganization AdHoc, which established the first formal organizational structure for the JPA since its inception and assigned specific roles and responsibilities to consultants. This planning process will continue into FY 2025 with the creation of a Strategic Planning AdHoc, aimed at developing a comprehensive roadmap to achieve the organization's goals over the next five years. The strategic plan will include the following key elements:

1. **Clear Vision and Mission Statements:** Defining the long-term vision and mission of the JPA to guide all strategic initiatives.
2. **Strategic Objectives:** Outlining specific, measurable, achievable, relevant, and time-bound (SMART) objectives addressing organizational growth, financial stability, service improvement, and stakeholder engagement.
3. **Resource Allocation:** Detailing the allocation of financial, personnel, and technological resources necessary to achieve strategic objectives.

4. **Implementation Plan:** Developing a detailed action plan with specific initiatives, timelines, and responsible parties, including milestones and key performance indicators (KPIs).
5. **Performance Monitoring and Evaluation:** Establishing a framework for regularly monitoring and evaluating the strategic plan's progress.

By addressing these elements, the strategic plan will provide a clear and actionable framework for the JPA to achieve its goals and ensure sustained achievements. The FY 2025 Operating Budget was created with consideration of the elements outlined in the draft framework of the strategic plan.

**METRO WASTEWATER JPA FY 2025 OPERATING BUDGET
FY 2025 OPERATING BUDGET OVERVIEW**

INTRODUCTION

The JPA’s FY2025 Operating Budget has been established to meet the upcoming strategic planning framework. A summary of the proposed FY 2025 Operating Budget is presented in Table 1.

TABLE 1 FY 2025 PROPOSED OPERATING BUDGET		
Administration & Finance	\$ 295,700	36%
General & Administrative Expenses	\$ 13,485	2%
Professional Services	\$ 517,725	63%
TOTAL	\$ 826,910	100%

The detailed FY 2025 Operating Budget, with prior year actual-to-budget comparison, is included in Attachments 1 and 2. This FY 2025 Operating Budget overview is organized into three distinct sections, along with summary and conclusion sections, addressing specific aspects of our operational framework:

- 1. Unchanged Program Expenses:**
 - This section outlines program expenses consistent with previous fiscal years, encompassing essential operational costs. While these expenses remain largely unchanged, efforts continue to optimize cost-effectiveness without compromising performance quality.
- 2. Updated Program Expenses Pending Contract Review:**
 - This section addresses existing program expenses undergoing potential revisions following comprehensive contract reviews. All existing contracts have been evaluated to identify clear scopes of work and any modifications due to changed tasks, and budget adjustments.
- 3. Program Changes and Advancements:**
 - This section highlights new programs proposed for implementation in FY 2025. These initiatives aim to address emerging challenges, capitalize on technological advancements, and promote sustainable practices.

The FY 2025 Operating Budget is \$55,155 or 7% higher overall (14% higher within the specific changed accounts included in Table 2) than the FY 2024 budget, resulting from changes noted in Table 2 and discussed in Sections 1 – 3.

TABLE 2
CHANGES: FY 2025 PROPOSED OPERATING BUDGET

	FY 2025 Proposed Annual Budget	Difference from FY '24 Budget		Variances in Line Items Compared to the FY 2024 budget
		\$	%	
Expense				
Admin - Board Secretary	\$ 49,200	\$ 12,100	25%	Contract accurately budgeted with COLA
Financial Services				
Audit Fees	-	(12,000)		Audit not required in FY 2025
Executive Director - The Keze Group	168,000	18,000	11%	Executive Director's increase approved 4/24
Treasurer	50,000	20,000	40%	Transition to private consulting plus contingency
Per Diem - Board	28,500	3,500	12%	More frequent meetings and COLA adjustments
Printing, Postage, Supplies	500	(360)	-72%	Decrease based on actual expense forecast
Professional Services				
Engineering - NV5	30,000	(10,000)	-33%	Decrease following SARA draft completion
Paul Redvers Brown	12,450	(12,450)	-100%	Decrease following SARA draft completion
Strategic Planning	15,275	15,275	100%	New contract
IT & Communications	20,000	20,000	100%	Placeholder for potential website update, etc.
Telephone, Internet, Software	3,000	860	29%	Software cost expected to rise.
Website Maintenance & Hosting	3,535	230	7%	Year three of four-year approved contract
Total Expense Changes	\$ 380,460	\$ 55,155	14%	

**SECTION ONE
CONTRACT REVIEW: UNCHANGED PROGRAM EXPENSES**

Many FY 2025 budget line items remain unchanged, with slight reductions or increases based on contract provisions such as COLA adjustments for inflation. Major consultants: Dexter Wilson Engineering, NV5, and The Keze Group, are in the third year of four-year contracts. The Keze Group’s contract ceiling was increased in FY 2024 to accommodate the Executive Director position for FY 2025. No changes to the other contract ceilings are requested for FY 2025, except for NV5, whose contract ceiling will be reduced from \$40,000 to \$30,000 following SARA negotiations. General Counsel, Procopio, Cory, Hargreaves & Savitch LLP, will continue using their FY 2024 budget projection for FY 2025. Miscellaneous expenses like telephone, internet, software, and website maintenance have slightly increased. Meeting expenses are forecast to remain within budget, with potential plans for Metro TAC hybrid meetings.

**SECTION TWO
CONTRACT REVIEW: UPDATED PROGRAM EXPENSES**

After thoroughly reviewing all of the JPA’s consultant contracts, it was determined that one contract needed updating.

Administrative Assistant Contract: The Administrative Assistant (Board Secretary) contract lacks a stated yearly payment cap, only a cap on hours per task, unlike all of the other consultant

agreements. Upon review, it was found that the budget for the last two years was incorrectly set at \$37,100 instead of the correct \$49,200, inclusive of COLA adjustment. This has been corrected in the FY 2025 Operating Budget.

SECTION THREE:

CONTRACT REVIEW: FY 2025 PROGRAM CHANGES AND NEW CONTRACTS

The following contracts and/or line items were either modified or included as new one-year contracts for FY 2025:

- **Auditor Services:**
 - The next JPA audit is not needed until FY 2026 for FY 2024-2025 and will be budgeted and performed in FY 2026.
- **Treasurer:**
 - With the recent JPA Agreement change, the Treasurer's position can now be held by an outside CPA consultant. Ms. Lee Ann Jones-Santos, currently providing Treasurer's staffing, will retire on July 1, 2024. No other participating agency (PA) is interested in the Treasurer role due to staffing constraints. It is recommended that Ms. Jones-Santos continue as JPA Treasurer through a consulting firm, with the budget increased to \$40,000 plus a \$10,000 transition contingency, totaling \$50,000.
- **Metro Director Per Diems:**
 - Per Resolution 2023-2, the Per Diem per meeting will increase by 5% to \$166, with mileage reimbursement included. The budget will increase from \$25,000 to \$28,500 to accommodate these changes plus funding for the Strategic Planning AdHoc.
- **Updating the JPA's Mission and Strategic Goals (Strategic Planning):**
 - A strategic planning process will be undertaken to update the JPA's FY 2020 Strategic Plan, aligning it with the new organization structure and current circumstances. A contract for John Gavares, The Gavares Group, to provide Strategic Planning Services is included in the FY 2025 budget request, with a range from \$7,275 to \$15,275.

SECTION FOUR:

FY 2025 OPERATING BUDGET PROCESS

The FY 2025 Operating Budget has been reviewed twice by the Finance Committee, considering the line-item budget, current financial position, and reserve levels. As part of the FY 2024 budget process, the JPA Board adopted Resolution 2023-01, establishing a Reserve Fund Policy. The policy formalized the existing Operating Reserve of four months of operating expenditures and added a Contingency Reserve for unforeseen circumstances, to be funded in FY 2025 based on cash position changes.

The Finance Committee reviewed alternatives to fund the Contingency Reserve and unanimously agreed to totally fund it with the FY 2025 Budget, both of which they approved to be moved forward to Metro TAC for review and to the full Board . The FY 2025 Operating Budget and Contingency Reserve funding were also unanimously approved by Metro TAC to be moved forward to the full Board of Directors.

**SECTION 5:
FY 2025 BUDGET REVENUE PLUS CONTINGENCY RESERVE FUNDING**

The FY 2025 Operating Budget reflects a rise of \$55,155, or a 7% overall increase from FY 2024 as shown in Table 3. Table 3 shows not only the approved FY 2024 Operating Budget but also the projected forecast for year-ending June 30, 2024. A full line-item detail of projected FY 2024 budget versus actual expenses is included as Attachment 2.

	FY 2024 Budget			FY 2025 Budget		
	Approved	Forecast	Difference	Proposed	Difference	
					\$	%
Administration & Finance	\$ 254,100	\$ 279,505	\$ 25,405	\$ 295,700	\$ 41,600	16%
General & Administrative Expenses	\$ 12,755	\$ 6,711	\$ (6,044)	\$ 13,485	\$ 730	6%
Professional Services	\$ 504,900	\$ 460,512	\$ (44,389)	\$ 517,725	\$ 12,825	3%
TOTAL	\$ 771,755	\$ 746,727	\$ (25,028)	\$ 826,910	\$ 55,155	7%

The Operating Budget has four sources of income/revenues as shown in Table 4 : they are the annual Membership Dues charged to each JPA member for the operations of the JP, use of prior year reserves, if any, to offset the current years’ operating budget, reimbursements from the City of San Diego, and interest income:

	FY 2025 Proposed Annual Budget	Difference from FY '24 Budget		Variances in Line Items Compared to the FY 2024 budget
		\$	%	
Income				
Membership Dues	\$ 790,855	\$ 63,310	8%	Increase based on FY 2025 budget adjustments
Use of Reserves		-		
City of San Diego	35,355	(8,855)	-25%	Decrease due to facilitation contract reduction
Interest Income	700	700	100%	Not included in FY 2024 budget
Total Income	\$ 826,910	\$ 55,155	7%	

1. Use of Reserves:

- Excess Operating reserves have been used to offset expenses in past years. However, no excess reserves are projected for FY 2025 as a budget offset.

2. City of San Diego:

- The City of San Diego provides offsets for Board Secretary expenses (50%) and the Pure Water Facilitator’s contract (70%).

3. Interest Income:

- Revenue from the JPA’s interest-bearing investments, such as savings accounts and CDs are used as an offset to the annual Operating Budget.

4. Membership Dues:

- JPA members fund the remaining balance of the annual budget, with cost allocations determined from the City of San Diego annual Metro Budget which are based on prior year’s flows and sewage strengths. These cost allocations are reconciled through the Exhibit E audit process. The FY 2025 Member Ship dues are projected to be \$790,855 which is the total Operating Budget of \$826,910 less the other non-operating revenues shown in Table 4.

Table 5 summarizes the required Membership Dues from each of the JPA members to fund both the FY 2025 Operating Budget and the Contingency Reserve.

TABLE 5							
FY 2025 BUDGET PLUS CONTINGENCY RESERVE FUNDING							
Agency	DRAFT FY 2025 BILLING			Contingency Reserve Funding			
	Base Amount	Difference		Fund In One -Year			
	Total Agency Billing	\$	%	Reserve Contribution Per Agency	Total FY 2025 + Reserve	Difference FY2024	
<i>Chula Vista</i>	\$ 261,255	\$ 29,605	12.8%	\$ 65,314	\$ 326,569	\$ 94,919	41.0%
<i>Coronado</i>	\$ 20,870	\$ 1,226	6.2%	\$ 5,218	\$ 26,088	\$ 6,444	32.8%
<i>County of SD*</i>	\$ 134,572	\$ 18,238	15.7%	\$ 33,643	\$ 168,215	\$ 51,881	44.6%
<i>Del Mar</i>	\$ 212	\$ 66	45.4%	\$ 53	\$ 264	\$ 119	81.7%
<i>El Cajon</i>	\$ 114,097	\$ 8,894	8.5%	\$ 28,524	\$ 142,621	\$ 37,418	35.6%
<i>Imperial Beach</i>	\$ 30,765	\$ 4,064	15.2%	\$ 7,691	\$ 38,456	\$ 11,755	44.0%
<i>La Mesa</i>	\$ 56,520	\$ (884)	-1.5%	\$ 14,130	\$ 70,649	\$ 13,246	23.1%
<i>Lemon Grove</i>	\$ 25,350	\$ 1,196	4.9%	\$ 6,338	\$ 31,688	\$ 7,533	31.2%
<i>National City</i>	\$ 60,414	\$ (627)	-1.0%	\$ 15,104	\$ 75,518	\$ 14,477	23.7%
<i>Otay Water District</i>	\$ 5,101	\$ 1,100	27.5%	\$ 1,275	\$ 6,376	\$ 2,375	59.3%
<i>Padre Dam MWD</i>	\$ 49,625	\$ (1,375)	-2.7%	\$ 12,406	\$ 62,032	\$ 11,031	21.6%
<i>Poway</i>	\$ 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%

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

STAFF RECOMMENDATION

- 1.** Staff recommends that the JPA Board of Directors approve:
 - a. The FY 2025 JPA Operating Budget,
 - b. The funding for the Contingency Reserve, and.
 - c. That Membership Dues be sent out to all JPA members as shown in Table 5 totaling \$988,569 which includes the FY 2025 Operating Budget OF \$826,910 less offsetting non-operating revenues, and the fully funded Contingency Reserve.
- 2.** Discuss or take other action as appropriate.

**ATTACHMENT 1
FY 2025 PROPOSED OPERATING BUDGET**

	FY 2025 Proposed Annual Budget	Difference from FY '24 Budget		Variations in Line Items Compared to the FY 2024 budget
		\$	%	
Income				
Membership Dues	\$ 790,855	\$ 63,310	8%	Increase based on FY 2025 budget adjustments
Use of Reserves		-		
City of San Diego	35,355	(8,855)	-25%	Decrease due to facilitation contract reduction
Interest Income	700	700	100%	Not included in FY 2024 budget
Total Income	\$ 826,910	\$ 55,155	7%	
Expense				
Admin - Board Secretary	\$ 49,200	\$ 12,100	25%	Contract accurately budgeted with COLA
Bank Charges	200	-	0%	
Contingency Reserve Funding	-	-	#DIV/0!	
Contingency Reserve Funding		-		Finance Committee Recommendation
Financial Services				
Audit Fees	-	(12,000)		Audit not required in FY 2025
Executive Director - The Keze Group	168,000	18,000	11%	Executive Director's increase approved 4/24
Treasurer	50,000	20,000	40%	Transition to private consulting from PA support
JPA/TAC meeting expenses	6,000	-	0%	
Miscellaneous	250	-	0%	
Per Diem - Board	28,500	3,500	12%	More frequent meetings and COLA adjustments
Printing, Postage, Supplies	500	(360)	-72%	Decrease based on actual expense forecast
Professional Services				
Engineering - Dexter Wilson	200,000	-	0%	
Engineering - NV5	30,000	(10,000)	-33%	Decrease following SARA draft completion
Legal - Procopio (2nd ARA/PW)	150,000	-	0%	
Legal - Procopio (General)	60,000	-	0%	
Legal - Procopio (Spill)	30,000	-	0%	
Paul Redvers Brown	12,450	(12,450)	-100%	Decrease following SARA draft completion
Strategic Planning	15,275	15,275	100%	New contract
IT & Communications	20,000	20,000	100%	Placeholder for potential website update, etc.
Telephone, Internet, Software	3,000	860	29%	Software cost expected to rise.
Website Maintenance & Hosting	3,535	230	7%	Year three of four-year approved contract
Total Expense	\$ 826,910	\$ 55,155	7%	

Fund Balance at 6/30/23	\$ 263,174
Projected Net Income FY '24	9,505
Projected 6/30/24 Fund Balance	\$ 272,679
4 Months Operating Expenses FY '24	(263,852)
Amount over Required Reserve	\$ 8,827

**ATTACHMENT 2
FY 2024 PROJECTED BUDGET VERSUS ACTUALS**

	Actual Through 12/31/2023	Estimate Remaining Months	Forecast Through 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	
Total Income	\$ 734,784	\$ 21,448	\$ 756,232	\$ 771,755	\$ (15,523)	-2%
Expense						
Admin - Board Secretary	\$ 25,630	\$ 22,800	\$ 48,430	\$ 37,100	\$ 11,330	31%
Bank Charges	36	36	72	200	(128)	-64%
Contingency Reserve Funding	-	-	-	-	-	
Contingency Reserve Funding	-	-	-	-	-	
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 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	\$ (368,450)	\$ 9,505	\$ -	\$ 9,505	

(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

FY 2025 Draft Operating Budget

Metro Wastewater JPA

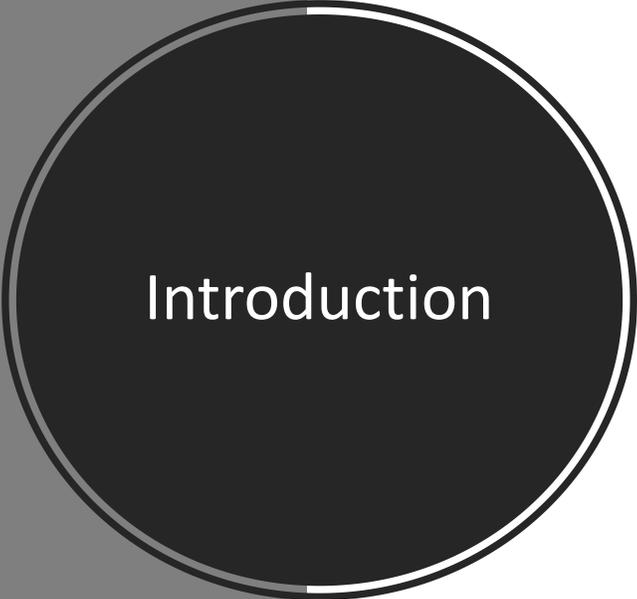
June 6, 2024





Agenda

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



Introduction

- 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 FY 2025 draft Operating Budget was 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 Budget & Contingency Reserve
- 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	Estimate Remaining Months	Forecast Through 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	-
Total Income	\$ 734,784	\$ 21,448	\$ 756,232	\$ 771,755	\$ (15,523)	-2%
Expense						
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	\$ (368,450)	\$ 9,505	\$ -	\$ 9,505	-

(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		Variations in Line Items Compared to the FY 2024 budget
		\$	%	
Income				
Membership Dues	\$ 790,855	\$ 63,310	8%	Increase based on FY 2025 budget adjustments
Use of Reserves		-		
City of San Diego	35,355	(8,855)	-25%	Decrease due to facilitation contract reduction
Interest Income	700	700	100%	Not included in FY 2024 budget
Total Income	\$ 826,910	\$ 55,155	7%	
Expense				
Admin - Board Secretary	\$ 49,200	\$ 12,100	25%	Contract accurately budgeted with COLA
Bank Charges	200	-	0%	
Contingency Reserve Funding	-	-	#DIV/0!	
Contingency Reserve Funding		-		Finance Committee Recommendation
Financial Services				
Audit Fees	-	(12,000)		Audit not required in FY 2025
Executive Director - The Keze Group	168,000	18,000	11%	Executive Director's increase approved 4/24
Treasurer	50,000	20,000	40%	Transition to private consulting from PA support
JPA/TAC meeting expenses	6,000	-	0%	
Miscellaneous	250	-	0%	
Per Diem - Board	28,500	3,500	12%	More frequent meetings and COLA adjustments
Printing, Postage, Supplies	500	(360)	-72%	Decrease based on actual expense forecast
Professional Services				
Engineering - Dexter Wilson	200,000	-	0%	
Engineering - NV5	30,000	(10,000)	-33%	Decrease following SARA draft completion
Legal - Procopio (2nd ARA/PW)	150,000	-	0%	
Legal - Procopio (General)	60,000	-	0%	
Legal - Procopio (Spill)	30,000	-	0%	
Paul Redvers Brown	12,450	(12,450)	-100%	Decrease following SARA draft completion
Strategic Planning	15,275	15,275	100%	New contract
IT & Communications	20,000	20,000	100%	Placeholder for potential website update, etc.
Telephone, Internet, Software	3,000	860	29%	Software cost expected to rise.
Website Maintenance & Hosting	3,535	230	7%	Year three of four-year approved contract
Total Expense	\$ 826,910	\$ 55,155	7%	



FY 2025 JPA
Budget
Allocations

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

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

FY 2025 Operating Budget Base Amount is the total budget less offsetting non-operating revenues: interest income & SD Reimbursements



Contingency Reserve Funding

- Contingency Reserve policy 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

FY 2025 BUDGET PLUS CONTINGENCY RESERVE FUNDING



Agency	DRAFT FY 2025 BILLING			Contingency Reserve Funding			
	Base Amount	Difference		Fund In One -Year			
	Total Agency Billing	\$	%	Reserve Contribution Per Agency	Total FY 2025 + Reserve	Difference FY2024	
<i>Chula Vista</i>	\$ 261,255	\$ 29,605	12.8%	\$ 65,314	\$ 326,569	\$ 94,919	41.0%
<i>Coronado</i>	\$ 20,870	\$ 1,226	6.2%	\$ 5,218	\$ 26,088	\$ 6,444	32.8%
<i>County of SD*</i>	\$ 134,572	\$ 18,238	15.7%	\$ 33,643	\$ 168,215	\$ 51,881	44.6%
<i>Del Mar</i>	\$ 212	\$ 66	45.4%	\$ 53	\$ 264	\$ 119	81.7%
<i>El Cajon</i>	\$ 114,097	\$ 8,894	8.5%	\$ 28,524	\$ 142,621	\$ 37,418	35.6%
<i>Imperial Beach</i>	\$ 30,765	\$ 4,064	15.2%	\$ 7,691	\$ 38,456	\$ 11,755	44.0%
<i>La Mesa</i>	\$ 56,520	\$ (884)	-1.5%	\$ 14,130	\$ 70,649	\$ 13,246	23.1%
<i>Lemon Grove</i>	\$ 25,350	\$ 1,196	4.9%	\$ 6,338	\$ 31,688	\$ 7,533	31.2%
<i>National City</i>	\$ 60,414	\$ (627)	-1.0%	\$ 15,104	\$ 75,518	\$ 14,477	23.7%
<i>Otay Water District</i>	\$ 5,101	\$ 1,100	27.5%	\$ 1,275	\$ 6,376	\$ 2,375	59.3%
<i>Padre Dam MWD</i>	\$ 49,625	\$ (1,375)	-2.7%	\$ 12,406	\$ 62,032	\$ 11,031	21.6%
<i>Poway</i>	\$ 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%

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



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 6th date of June, 2024 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 July 1, 2024 (the “**Effective Date**”), 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.

Personnel

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 fifty thousand dollars (\$50,000) 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 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. 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 non-exclusive 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 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.org
Attention: Executive Director

To TREASURER: Rodney Greek, CPA
1325 N. Vulcan Ave.
Encinitas, CA 92024
Email: rjgreek@cox.net
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.
- Transition Services as requested.
- 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	Estimated Hours	Estimated Budget
Monthly Invoicing	15	\$3,228.00
Annual Agency Billing - issue bills, collect and deposit.	2.5	538.00
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 with Executive Director on format.	20	4,304.00
Finance Meetings	18	4,446.00
Metro TAC Meetings	24	5,928.00
Metro Commission Meetings	24	5,928.00
Transition Contingency		10,000.00
Miscellaneous		6,000.00
TOTAL ESTIMATE:	141 Hours	\$48,442.00

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

OPTIONAL - FY 2026 Services

Budgeted Hours are as follows:

TASK	Estimated Hours	Estimated Budget
Monthly Invoicing	15	\$3,228.00
Annual Agency Billing - issue bills, collect and deposit.	2.5	538.00
Maintain and Reconcile Bank Accounts	15	3,228.00
Mid-Year Financials	10	2,152.00
Year End Financials - includes unaudited draft to Metro and submission of information to outside auditor	12.5	2,690.00
Biennial Audit	50	10,760.00
Budget - review actuals and contracts, work with Executive Director on format.	20	4,304.00
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:	191 Hours	\$49,202.00

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: rigreek@cox.net
Senior Accountant's Phone: 619-823-8129
Senior Accountant's Email: lasantos8928@gmail.com

RODNEY GREEK, CPA

Municipal and Special District Accounting, Controls, Integration, Monitoring, Reporting, and Security

Dear Ms. Keze,

Lee Ann Jones-Santos and I are looking forward to providing Treasurer services for the Metro Wastewater JPA. As we have been going through the proposal review process, a question was posed regarding how we determined the rates we included in our proposal.

I recently provided accounting proposal review services for a local government agency in San Diego County. Six firms submitted proposals for that RFP. Four of those proposals included a breakdown of the hourly billable rates for the various positions providing services to the agency. Below is a summary of the rate disclosures for those four firms.

Hourly rates from recent Proposals					
	Firm #1	Firm #2	Firm #3	Firm #4	Average
Partner	\$ 375	\$ 394	\$ 650	\$ 445	\$ 466
Director	\$ 235	\$ 326		\$ 330	\$ 297
SR Mgr		\$ 293	\$ 450	\$ 320	\$ 354
MGR		\$ 266		\$ 230	\$ 248
Supv/Sr	\$ 170	\$ 214	\$ 225	\$ 165	\$ 194
Assoc	\$ 115	\$ 161	\$ 170	\$ 135	\$ 145
Admin	\$ 95	\$ 94	\$ 100	\$ 100	\$ 97

These rates were specific to services proposed for the fiscal year 2025 (July through June) period. The proposals were prepared, received, and reviewed during the months of March and April 2024. I am not at liberty to disclose the names of the firms as that information is confidential.

After carefully considering Lee Ann's qualifications and many years of industry experience, along with the level of effort required for this Treasurer's position, I am bringing her on at a comparable rate to the position of Supervising Senior. I have also set my own rate near the low end of what I'm seeing in the profession. Maintaining a CPA credential requires a minimum of 40 hours per year of continuing education and adherence to professional standards. services.

If you have questions regarding this information, feel free to contact me at your convenience by email at rjgreek@cox.net or by phone at 760-809-0681.

Kind regards,

Rodney Greek

Rodney Greek, CPA

RESOLUTION NO. 2024-2

**RESOLUTION OF THE METRO WASTEWATER JOINT POWERS AUTHORITY
BOARD OF DIRECTORS DESIGNATING AN AUDITOR AND ASSISTANT AUDITOR**

WHEREAS, the Metro Wastewater Joint Powers Authority (“**Metro**”) is a joint powers authority (“**JPA**”) organized under Government Code §§ 6500 *et. seq.* (the “**Act**”);

WHEREAS, Metro’s joint powers agreement authorizes it to duly appoint any person(s) to serve as the JPA treasurer and/or auditor pursuant to Government Code §§ 6505, 6505.5, and 6505.6.

NOW, THEREFORE, BE IT RESOLVED, by the Metro Board of Directors, as follows:

1. In the event that the Metro Board of Directors opts to designate a certified public accountant to serve as Treasurer of the JPA pursuant to the Act, then the Auditor of the Metro JPA shall be the Board Chair, and the Assistant Auditor of the Metro JPA shall be the Board Vice Chair.
2. If the Auditor is unavailable, the Assistant Auditor shall be empowered to exercise all of the obligations and rights of the Auditor in his/her absence.
3. The officer performing the duties of Auditor shall warrant payments or other sums paid or due from Metro or from Metro funds prior to the Treasurer’s payment of the same, and the Auditor shall comply with the duties and responsibilities of the office or offices as set forth in Government Code §§ 6505, 6505.5, and 6505.6, as may be amended from time to time.

PASSED, APPROVED AND ADOPTED this 6th day of June, 2024, by the following vote, to wit.

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

Chair
Metro Wastewater JPA

Board Secretary
Metro Wastewater JPA

METRO WASTEWATER JPA

May 2, 2024

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

Re: Termination of Agreement for Treasurer Services Between Metro Wastewater Joint Powers Authority and the City of El Cajon

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.¹

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

¹ 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 non-exclusive 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.
3. Develop a 2025 Strategic Planning document.

Scope of Services		
	Description	Hours/\$ (Range)
I.	Readiness Development	4 – 8 / \$1,000 - \$2,000
1	Review Written Materials: 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	February-March Meeting with the Chair: 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

1	Interviews: Conduct interviews with key members of the METRO Commission/JPA and METRO TAC.	0 - 6
2	Focus Group: Convene a focus group with the Strategic Plan Ad Hoc Committee. Gather input about challenges, opportunities, and Strategic Goals and Strategic Initiatives. Develop a Summary of Focus Group discussion.	3 - 4
3	Survey: Develop and administer a pre-workshop survey to METRO Commission/Wastewater JPA and METRO TAC members.	3
4	Analysis: Analyze Results and Develop Summary of Responses.	3
5	Data Feedback: Present Summary of Survey Responses to Chair and the Strategic Plan Ad Hoc Committee.	3
III.	Workshop #1: Design, Preparation and Facilitation	8 / \$2,000
1	Meeting with Chair: Meet with the METRO Commission Chair for review of final agenda (Includes prep).	1
2	Preparation: Finalize preparation, including development of handouts and PowerPoint slides.	2
3	Workshop: Facilitate Strategic Planning workshop.	2
4	Post-Workshop Follow-up: Create a written summary of agreements, action items and discussion notes.	2
5	Meeting with Chair: Meet with the METRO Commission Chair Jones for post-meeting debriefing and action planning.	1
IV.	Workshop #2: Preparation and Facilitation (if needed)	0 - 5 / \$0 - \$1,250
1	Meeting with Chair: Meet with the METRO Commission Chair for review of final agenda (Includes prep).	0 - 1
2	Preparation: Finalize preparation, including development of handouts and PowerPoint slides.	0 - 1
3	Workshop: Facilitate Strategic Planning workshop.	0 - 1
4	Post-Workshop Follow-up: Create a written summary of agreements, action items and discussion notes.	0 - 1
5	Meeting with Chair: Meet with the METRO Commission Chair Jones for post-meeting debriefing and action planning.	0 - 1
V.	Workshop #3: Preparation and Facilitation (if needed)	0 - 5 / \$0 - \$1,250
1	Meeting with Chair: Meet with the METRO Commission Chair for review of final agenda (Includes prep).	0 - 1
2	Preparation: Finalize preparation, including development of handouts and PowerPoint slides.	0 - 1
3	Workshop: Facilitate Strategic Planning workshop.	0 - 1
4	Post-Workshop Follow-up: Create a written summary of agreements, action items and discussion notes.	0 - 1

5	Meeting with Chair: 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	Develop Document: Develop, in partnership with subject matter experts, the strategic planning document.	5 - 10
2	Present to TAC: Present draft 2020 Strategic Plan to the Metro TAC on Sept 8 th , getting approval for the proposed Strategic Goals and Initiatives.	0 - 2
3	Present to Metro JPA: 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.

ATTACHMENT A

CONFLICT OF INTEREST CODE OF THE METRO WASTEWATER JPA (Amended April 4, 2024)¹

PART “A”

OFFICIALS WHO MANAGE PUBLIC INVESTMENTS

Metro Wastewater JPA Officials who manage public investments, as defined by 2 Cal. Code of Regs. § 18700.3(b), are NOT subject to the JPA’s Code, but must file disclosure statements under Government Code Section 87200 *et seq.* [Regs. § 18730(b)(3)]

It has been determined that the positions listed below are officials who manage public investments. These positions are listed here for informational purposes only²:

Members of the Board of Directors and their Alternates

Executive Director

Treasurer

Engineering Consultant

Financial Consultant

General Counsel

Consultants and New Positions

¹ This amendment to update organizational changes and new positions, as provided by the Fair Political Practice Commission, was adopted on April 4, 2024.

² Individuals holding one of the above-listed positions may contact the Fair Political Practices Commission for assistance or written advice regarding their filing obligations if they believe that their position has been categorized incorrectly. The Fair Political Practices Commission makes the final determination whether a position is covered by Gov. Code § 87200.

DESIGNATED POSITIONS

GOVERNED BY THE CONFLICT OF INTEREST CODE

<u>DESIGNATED POSITIONS</u> <u>TITLE OR FUNCTION</u>	<u>DISCLOSURE CATEGORIES</u> <u>ASSIGNED</u>
Executive Director	1 through 6
Treasurer	1, 4, 5, 6
Engineering Consultant	1, 3, 5, 6
Financial Consultant	1, 4, 5, 6
Board Members and Alternates	1 through 6
General Counsel	1, 2, 3, 6
Consultants and New Positions ³	

³ Individuals serving as a consultant as defined in FPPC Reg. 18700.3(a) or in a new position created since this Code was last approved that makes or participates in making decisions must file under the broadest disclosure category in this Code subject to the following limitation:

The Board of Directors may determine in writing that due to the range of duties or contractual obligations, it is more appropriate to assign a limited disclosure requirement. Such written determination shall include a description of the consultant's duties and, based upon that description, a statement of the extent of disclosure requirements (Gov. Code Sec. 82019; FPPC Regulations 18219 and 18734). The Board of Directors' determination is a public record and shall be retained for public inspection in the same manner and location as this Conflict of Interest Code (Gov. Code Sec. 81008).

PART “B”

DISCLOSURE CATEGORIES

The disclosure categories listed below identify the types of economic interests which the designated position must disclose for each disclosure category to which he or she is assigned.⁴ “Investment” means financial interest in any business entity (including a consulting business or other independent contracting business) and are reportable if they are either located in, doing business in, planning to do business in, or have done business during the previous two years in the jurisdiction of the JPA.

Category 1: All investments and business positions in business entities, and sources of income, including gifts, loans and travel payments.

Category 2: All interests in real property which is located in whole or in part within, or not more than two (2) miles outside, the jurisdiction of the JPA.

Category 3: All investments and business positions in business entities, and sources of income, including gifts, loans and travel payments from, business entities that are engaged in land development, construction or the acquisition or sale of real property within the jurisdiction of the JPA.

Category 4: All investments and business positions in business entities, and sources of income, including gifts, loans and travel payments from, business entities that are banking, savings and loan, or other financial institutions.

Category 5: All investments and business positions in business entities, and sources of income, including gifts, loans and travel payments from, business entities that provide services, products, materials, machinery, vehicles or equipment of a type purchased or leased by the JPA.

Category 6: All investments and business positions in business entities, and sources of income, including gifts, loans and travel payments from, business entities that provide services, products, materials, machinery, vehicles or equipment of a type purchased or leased by the designated position’s department, unit or division.

⁴ This Conflict of Interest Code does not require the reporting of gifts from outside this agency’s jurisdiction if the source does not have some connection with or bearing upon the functions or duties of the position. (Reg. 18730.1)

ATTACHMENT A

CONFLICT OF INTEREST CODE OF THE METRO WASTEWATER JPA (Amended April 4, 2024)¹

PART “A”

OFFICIALS WHO MANAGE PUBLIC INVESTMENTS

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It has been determined that the positions listed below are officials who manage public investments. These positions are listed here for informational purposes only²:

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Consultants and New Positions

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DESIGNATED POSITIONS

GOVERNED BY THE CONFLICT OF INTEREST CODE

<u>DESIGNATED POSITIONS</u> <u>TITLE OR FUNCTION</u>	<u>DISCLOSURE CATEGORIES</u> <u>ASSIGNED</u>
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Treasurer	1, 4, 5, 6
Engineering Consultant	1, 3, 5, 6
Financial Consultant	1, 4, 5, 6
Board Members and Alternates	1 through 6
General Counsel	1, 2, 3, 6
Consultants and New Positions ³	

³ Individuals serving as a consultant as defined in FPPC Reg. 18700.3(a) or in a new position created since this Code was last approved that makes or participates in making decisions must file under the broadest disclosure category in this Code subject to the following limitation:

The Board of Directors may determine in writing that due to the range of duties or contractual obligations, it is more appropriate to assign a limited disclosure requirement. Such written determination shall include a description of the consultant's duties and, based upon that description, a statement of the extent of disclosure requirements (Gov. Code Sec. 82019; FPPC Regulations 18219 and 18734). The Board of Directors' determination is a public record and shall be retained for public inspection in the same manner and location as this Conflict of Interest Code (Gov. Code Sec. 81008).

PART “B”

DISCLOSURE CATEGORIES

The disclosure categories listed below identify the types of economic interests which the designated position must disclose for each disclosure category to which he or she is assigned.⁴ “Investment” means financial interest in any business entity (including a consulting business or other independent contracting business) and are reportable if they are either located in, doing business in, planning to do business in, or have done business during the previous two years in the jurisdiction of the JPA.

Category 1: All investments and business positions in business entities, and sources of income, including gifts, loans and travel payments.

Category 2: All interests in real property which is located in whole or in part within, or not more than two (2) miles outside, the jurisdiction of the JPA.

Category 3: All investments and business positions in business entities, and sources of income, including gifts, loans and travel payments from, business entities that are engaged in land development, construction or the acquisition or sale of real property within the jurisdiction of the JPA.

Category 4: All investments and business positions in business entities, and sources of income, including gifts, loans and travel payments from, business entities that are banking, savings and loan, or other financial institutions.

Category 5: All investments and business positions in business entities, and sources of income, including gifts, loans and travel payments from, business entities that provide services, products, materials, machinery, vehicles or equipment of a type purchased or leased by the JPA.

Category 6: All investments and business positions in business entities, and sources of income, including gifts, loans and travel payments from, business entities that provide services, products, materials, machinery, vehicles or equipment of a type purchased or leased by the designated position’s department, unit or division.

⁴ This Conflict of Interest Code does not require the reporting of gifts from outside this agency’s jurisdiction if the source does not have some connection with or bearing upon the functions or duties of the position. (Reg. 18730.1)



METRO WASTEWATER JOINT POWERS AUTHORITY STAFF REPORT

Item : 10

Date : June 6, 2024

To : Metro JPA 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.

We are asking the JPA to approve this study in concept and have staff (JPA and PA's) meet and develop a scope of work and goals for study with the City of San Diego. When the scope of work, goals, and costs are better understood we would bring this item back to the JPA for approval.

It is proposed that the following steps be taken:

- 1) Approve the concept of a joint I&I study
- 2) Authorize the 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 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.

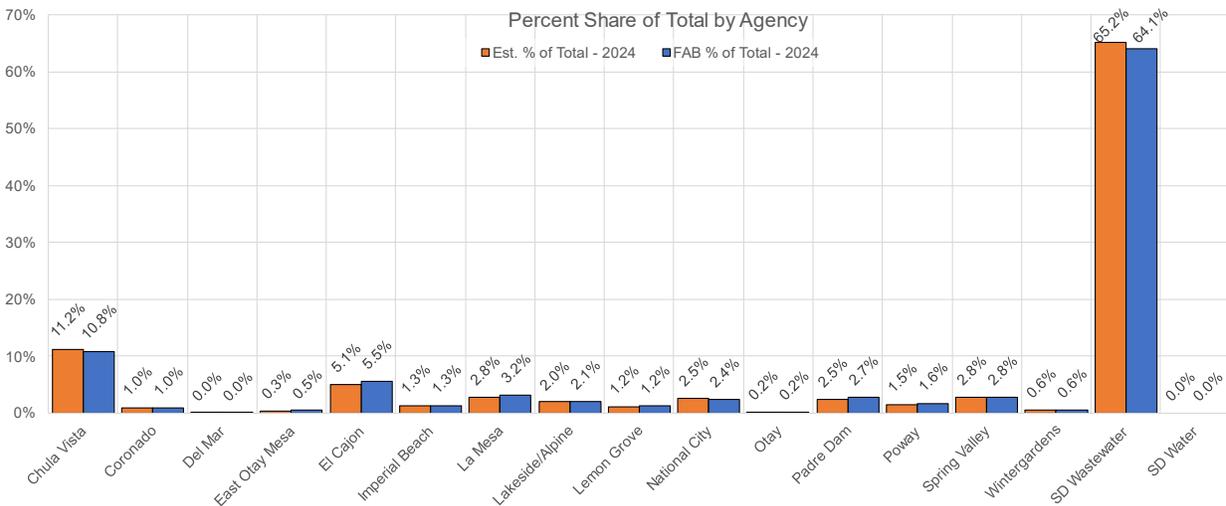


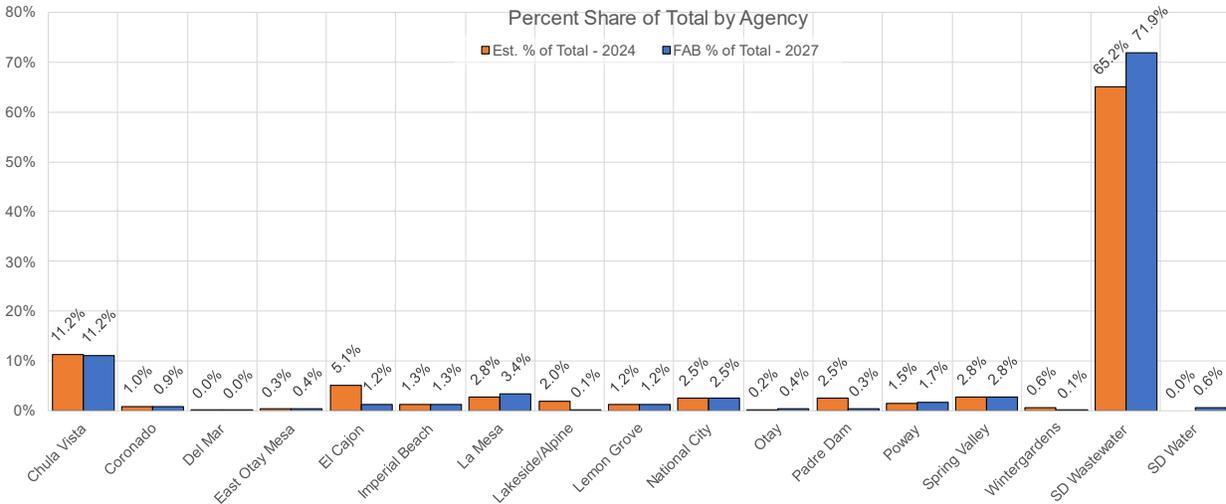
Monthly Executive Director's Report May 2024

During May, the Metro Wastewater JPA Technical Team focused on the following key areas:

1. **Finalization of the Second Amended and Restated Agreement (SARA) Draft Language:** The team held multiple lengthy meetings to review and finalize the SARA draft language. The draft has been sent to Metro staff and TAC chair/Vice Chair for review. The aim was to release the draft for review by the Negotiations Team at their May 31, 2024, meeting, with the ultimate goal of providing a draft to Metro TAC and Metro JPA/Commission members by early August 2024.

2. **Continued Presentations on the Functional Allocation Billing (FAB) System:** Stantec, the City of San Diego's Rate Consultant, presented the FAB system of charges to Metro TAC, the Metro JPA/Commission, and the Pure Water (SARA) Ad Hoc. Their presentation included a comparison of each agency's bill under the current system versus the proposed system as shown in the figures below. The first figure shows 2024 estimated bills versus what 2024 bills would have been under the proposed system. The second figure shows 2024 estimated bills versus what the 2024 bills would be under the proposed system with the completion of Pure Water Phase 1 and the ECAWP projects.



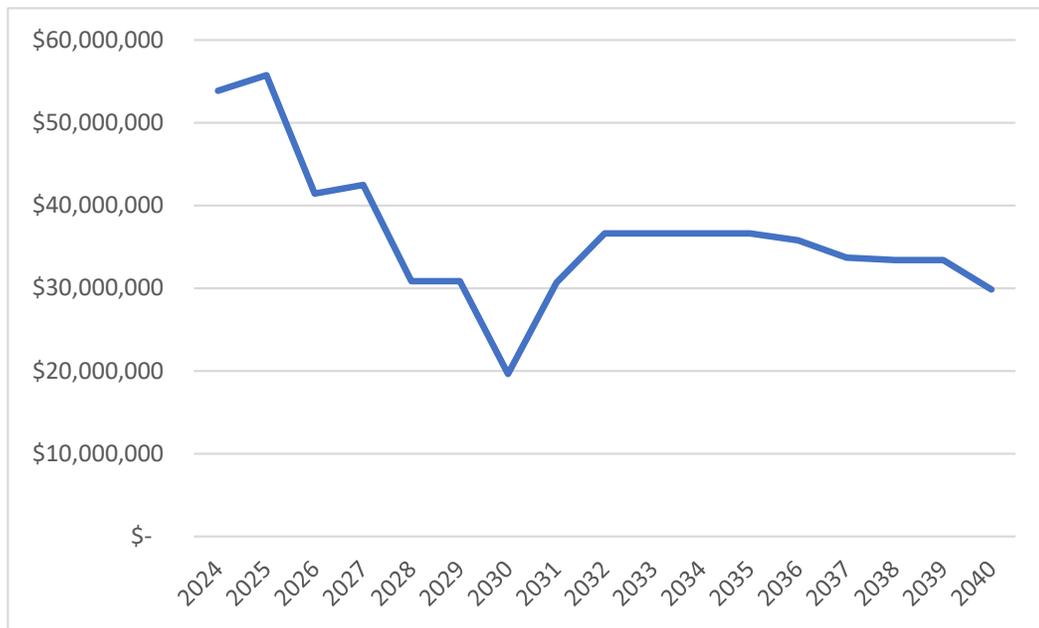


Questions regarding the new billing methodology have been solicited as part of the educational process about the changes to the Metro billing system. A series of workshops to address specific questions regarding FAB are planned, with the first workshop scheduled for early June 2024. Agencies seeking a dedicated meeting to discuss their specific rate situations or answer questions in a non-group setting can contact me at karyn@kezegroup.com or 619-733-8876. Technical staff will continue to work with the City and Stantec to answer these questions, refine the model, and prepare more projections of future costs.

3. Initiation of the Multi-Year (FY 2021-2023) Exhibit E Audit: The JPA audit team, consisting of myself and Dexter Wilson, who is providing engineering support for CIP and other technical, non-financial issues, actively started the audit process in May. In May, all Pure Water and non-Pure Water transactions from the past three years were reviewed, and samples were selected for further testing. These samples will undergo in-depth review with supporting documentation provided by City audit team staff. The goal of this audit is to ensure that the PAs are only charged for contractually approved Metro and Pure Water expenses and that proper cost allocations are used for shared cost centers such as Pure Water, with either the City of San Diego's water or municipal sewer utility. The first finding to come out of the audit is an income credit of \$8,525,667 from Recycled Water Sales at the North City Plant. This is a new offsetting Metro Revenue starting in FY 2023 with the final repayment of the Optimized System Debt.
4. SARA Implementation: The JPA technical team has begun meeting with individual agencies to discuss their specific needs to implement SARA and the new billing system. This includes meetings with La Mesa to address concerns over peak flow and with the East County agencies to discuss integrating their project into the current flow monitoring and sampling system. These meetings will continue as needed throughout the SARA process and can include any other agencies who would like to discuss their specific implementation concerns.

5. **New Financial Policies:** Legal and financial technical staff are currently drafting two new policies for the JPA. These policies will be presented to the Finance Committee in June or July, followed by review and consideration by the full Board. The policies will address electronic payments to vendors and the investment of the JPA's funds.

6. **Metro Debt Service Trend:** At the last JPA Meeting, a question arose regarding the status of the remaining debt service for the Metro Clean Water facilities and other outstanding debt. Currently, the annual Metro debt service is \$57.4 million, accounting for 22% of the Metro Budget allocated to the participating agencies (PAs). The Clean Water debt will decrease in \$10 million increments starting in 2025/ 2026, with \$52 million of existing debt being fully defeased by 2039. The following graphic illustrates the total annual debt service trend, showing a peak in 2025, followed by a rapid decrease in \$10 million increments as the Clean Water debt is paid off.



The total debt service is further detailed into its three major components in the following graph: Existing Clean Water Debt, Pure Water Phase 1 SRF Debt, and all other outstanding debt. It should be noted that this graph does not include the debt service for the currently planned upcoming 2024 bond issue or Phase 2 debt service. The graphic indicates that the annual Metro Debt Service is not projected to reach its current FY 2025 level again until possibly after the completion of Phase 2, and the sharp decrease in Clean Water annual debt service will allow some of the increased O&M Phase 1 O&M costs to be absorbed into the Metro budget without an overall increase to the PAs.

