



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

**AGENDA**

**Thursday, February 6, 2025 - 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**

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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. **ADMINISTRATION OF OATHS OF OFFICE TO ALL METRO JPA/COMMISSION MEMBERS** (Adriana Ochoa)

## **CONSENT CALENDAR**

Items **6-7** will be enacted in one motion in accordance with the recommendation unless removed from the Consent Calendar by the Board of Directors, Staff or Public. If a member of the public wishes to remove an item, they should submit a "Request to Speak" form to the Board Secretary prior to the meeting. Items removed from the Consent Calendar will be considered in the original agenda order immediately following adoption of the Consent Calendar.

## **RECOMMENDATION:** Approve the Consent Calendar

6. **ACTION:** Consideration and Possible Action to Approve the Minutes of the **January 9, 2025 Special Meeting** of the Metro JPA (**Attachment**)
7. **ACTION:** Receive and File Check Registry for the Month of December 2024 (**Attachment**)

## **END OF CONSENT CALENDAR**

8. **ACTION:** Appointment of Officers (Bylaws Call for Appointment Every Odd-Numbered Year for 2-Year Term or Until Successor Appointed/Elected)
  - a. Chair (Adriana Ochoa)
  - b. Vice Chair (Adriana Ochoa)
  - c. Creation of JPA Second Vice Chair Position (Chair Jones)
9. **ACTION:** Resolution No. 2025-01 Resolution of The Metro Wastewater Joint Powers Authority Board Of Directors Establishing A Reserve Fund Policy (**Attachment**) (Karyn Keze/Adriana Ochoa)
10. **Finance Committee Report and Recommendations for Board Action:** (Peter De Hoff, Chair) The Finance Committee recommends approval of the following actions
  - a. **ACTION:** Creation of Succession Planning Ad Hoc Committee (Chair Jones)
  - b. **ACTION:** CLA contract Renewal (Auditor Contract) (Rod Greek/Karyn Keze)
  - c. **ACTION:** Executive Director Contract Extension to June 30, 2026 to align with Financial Consultant Contract Dates (The Keze Group LLC) (**Attachment**) (Adriana Ochoa)
  - d. **ACTION:** Treasurer Contract Renewal of One Additional Year (Rodney Greek, CPA) (**Attachment**) (Karyn Keze)
  - e. **ACTION:** Authorize Amendment to Gavares Group Contract to Incorporate Proposal for Developing the Strategic Plan Document for the Metro Wastewater JPA (**Attachment Forthcoming**) (Karyn Keze)
  - f. **ACTION:** Authorize Computer Purchase Reimbursement for Treasurer (**Attachment**) (Karyn Keze)

- g. **ACTION:** Approval of Resolution 2025-02 A Resolution of the Metro Wastewater Joint Powers Authority Board of Directors Establishing Compensation of Directors (Adriana Ochoa/Karyn Keze)
  - h. **ACTION:** Action to Approve Changes to Authorized Banking Signatories (**Attachment**) (Adriana Ochoa)
  - i. **ACTION:** Consideration and Possible Action to Approve the Metro Wastewater JPA Treasurer's Report ending December 31, 2024 - - FY 2025 Mid-Year Budget Review (Lee Ann Jones Santos) (**Attachment**)
- 11. **UPDATE:** Metro Wastewater (General) (Standing Item) (Lisa Celaya)
  - 12. **UPDATE:** Pure Water Program Update (Standing Item) (Ben Kuhnel)
    - a. 2024 Pure Water Program Annual Report (Doug Campbell) (**Information and link included in Executive Director's Report**)
    - b. Quarterly Phase 1 Construction Report (Doug Owen) (**Attachment**)
  - 13. **UPDATE:** Metro Wastewater Financial (Standing Item) (Adam Jones)
  - 14. **REPORT:** General Counsel (Standing Item) (Adriana Ochoa)
  - 15. **REPORT:** JPA Executive Director's Report December 2024 (Standing Item) (Karyn Keze) (**Attachment**)
  - 16. **UPDATE:** Metro TAC Chair Report January 2025 (Standing Item) (Blake Behringer)
  - 17. **METRO JPA DIRECTORS/COMMISSIONERS COMMENTS AND PROPOSED AGENDA ITEMS** for Next Metro JPA/Commission Meeting **March 6, 2025.**
  - 18. **ADJOURNMENT**

**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 arochoa@swlaw.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 2025 Regular Meeting Schedule**

January 2, 2025	February 6, 2025	March 6, 2025
April 3, 2025	May 1, 2025	June 5, 2025
July 3, 2025	August 7, 2025	September 4, 2025
October 2, 2025	November 6, 2025	December 4, 2025





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

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

**CA January 9, 2025**

**Minutes**

Chair Jones called the meeting to order at 12:04 p.m. A quorum of the Metro JP/Commission was declared, and the following representatives were present:

**1. ROLL CALL**

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

Others present: Metro JPA General Counsel Adriana Ochoa – SSW Law; JPA/Commission Board Secretary Lori Anne Peoples, Executive Director Keze – The Keze Group, LLC; Dwight Worden – Dwight Worden Engineering; Adam Jones, Doug Campbell, Edgar Patino and Doug Owen – City of San Diego

**2. PLEDGE OF ALLEGIANCE TO THE FLAG**

Bill Baber, City of La Mesa, led the pledge.

Chair Jones recognized outgoing Director Duncan of Coronado who is now the new Mayor of Coronado and had Ms. Keze present him with a plaque of appreciation from the Board.

**3. PUBLIC COMMENT**

None.

**4. ACTION: APPROVAL OF THE AGENDA**

**ACTION:** Motion by Director Kendrick, seconded by Director Yamane to approve the agenda. Motion carried as follows:

AYES: Preciado, Duncan, Worden, Kendrick, McKay, Baber, Jones, Yamane, Robak, Swanson, De Hoff, Anderson

NAYS: None

ABSTAIN: None

ABSENT: None

**APPROVAL OF CONSENT CALENDAR. ITEMS 5 & 6**

**5. CONSIDERATION AND POSSIBLE ACTION TO APPROVE THE MINUTES OF DECEMBER 5, 2024**

**6. RECEIVE AND FILE CHECK REGISTRY FOR THE MONTH OF NOVEMBER 2024**

**ACTION:** Motion by Director Anderson, seconded by Director Duncan to approve the Consent Calendar Items 5 and 6. Motion carried as follows:

AYES: Preciado, Duncan, Worden, Kendrick, McKay, Baber, Jones, Yamane, Robak, Swanson, De Hoff, Anderson

NAYS: None

ABSTAIN: None

ABSENT: None

**7. DISCUSSION: PURE WATER PROJECT TOUR**

Director Keze introduced Doug Campbell, City of San Diego who provided an update on the scheduled tours of the North City Plant. There will be shuttle buses to pick up participants from the MOC facility after the meetings of March 6 and April 3 to proceed to the North City Plant. Due to Brown Act requirements only 6 Directors and their TAC Primary representative will be allowed per tour. No personal vehicles at North City are allowed due to lack of parking created by the on-site construction. The tour will be approximately 1.5 hours with shuttle and walking. Due to the terrain, it is required that participants wear steel-toed shoes or hiking boots. After the completion of the tour they will be brought back to MOC II.

Director Preciado requested consideration on a future agenda of Per Diem

reimbursements for Alternates attending tours and orientations.

Executive Director Keze noted that Board Secretary Peoples would be contacting them to schedule their tour and that the Per Diem request would be placed on the January Finance Committee for discussion.

**8. UPDATE: METRO WASTEWATER FINANCIAL**

Adam Jones, City of San Diego provided a brief update noting that there will be a brief lapse in the contract with their external auditors, MGO. MGO's current contract expired December 31, 2024, and that a new contract would be coming back to the San Diego Council to extend their contract until June 30, 2025. In addition, the FY 2026 Metro estimates were provided on January 15<sup>th</sup> per the ARA contract requirements. Additionally, the Regional Board and EPA Auditors will be visiting the Municipal Collection System next week. The EPA has sent an aggressive agenda of what they want to see and visit.

**9. UPDATE: METRO WASTEWATER (GENERAL)**

Lisa Celaya, City of San Diego was not present.

**10. UPDATE: GENERAL COUNSEL**

General Counsel Ochoa stated that at the February meeting, there would be a short swearing in ceremony. Additionally, every 2 years, under AB1234 Ethics Training is required. She noted that some cities provide this and if not, there are free online sites to which she will send the link. She requested the Directors please send a copy of the certificate of completion to Board Secretary Peoples for the JPA files.

**11. REPORT: NOVEMBER 2024 EXECUTIVE DIRECTOR**

Executive Director Keze noted that her report was included in the agenda package and requested that if anyone had new Alternates, they contact the Board Secretary as she is updating our rosters.

**12. METRO DIRECTORS/COMMISSIONERS COMMENTS AND PROPOSED AGENDA ITEMS FOR THE FEBRUARY 6, 2025 METRO JPA MEETING**

Director Robak announced that he had been appointed to the County Water Authority.

**13. CLOSED SESSION**

General Counsel Ochoa stated the purpose, code and title as reflected on

the agenda.

**CLOSED SESSION**

Conference with Legal Counsel – Significant Exposure to Litigation  
(Gov. Code 54956.9(d)(2))  
1 One Particular Matter

Board Secretary Peoples stated that Edgar Patino, City of San Diego would escort those who needed to use the elevator up to the conference room and Manny Briseno, City of San Diego would assist in escorting those using the stairs as to where the closed session was being held.

Executive Director Keze stated that lunch was awaiting them in the conference room.

At 12:24 p.m. the Directors adjourned to Closed Session.

At 2:12 p.m. General Counsel Ochoa announced that the Directors returned from Closed Session, that there were no reportable actions.

**ADJOURNMENT**

Chair Jones declared the meeting adjourned at 2:12 pm.

# Monthly Expense Report

MetroJPA

Invoices for December 2024 paid in January 2025

Prepared by

[Treasurer@metrojpa.org](mailto:Treasurer@metrojpa.org)

Prepared on

January 15, 2025

**MetroJPA**  
**Expenses by Vendor Summary**  
**1/15/2025**

	<b>Total</b>
<b>CliftonLarsonAllen, LLP</b>	680.00
<b>Dexter Wilson Engineering</b>	9,655.00
<b>Ditas Yamane</b>	166.00
<b>Donald Dwight Worden</b>	166.00
<b>Gary Kendrick</b>	166.00
<b>Jerrold L. Jones</b>	520.40
<b>Joel Anderson</b>	188.40
<b>John Duncan</b>	166.00
<b>Jose Preciado</b>	166.00
<b>Keze Group LLC</b>	13,494.00
<b>Mark Robak</b>	194.00
<b>Mitchell D McKay</b>	166.00
<b>Mr Rodney Greek</b>	17,744.08
<b>NV5</b>	425.00
<b>Peter De Hoff</b>	188.40
<b>Snell and Wilmer Law</b>	15,876.00
<b>William Baber</b>	166.00
<b>Credit Card Expenses</b>	388.27
<b>TOTAL</b>	<b>\$ 60,515.55</b>

Wednesday, Jan 15, 2025 10:44:40 AM GMT-8 - Accrual Basis

**RESOLUTION NO. 2025-01**  
**RESOLUTION OF THE METRO WASTEWATER JOINT POWERS AUTHORITY**  
**BOARD OF DIRECTORS ESTABLISHING A RESERVE FUND POLICY**

**WHEREAS**, a key element of prudent financial planning is to ensure that sufficient funding is available for current and future operating, capital, and/or debt service needs;

**WHEREAS**, the Metro Wastewater Joint Powers Authority (“**Metro**”) Board of Directors endeavors at all times to have sufficient funds available to meet its financial obligations; and

**WHEREAS**, fiscal responsibility requires anticipating the likelihood of and preparing for unforeseen events; therefore, this Reserve Fund Policy outlines specific accounts to meet these planned and unforeseen obligations;

**WHEREAS**, the Metro organization has created an Executive Director position in order to have a primary report that will be responsible for the oversight, management and monitoring of Metro’s budgets, among other matters;

**NOW, THEREFORE, BE IT RESOLVED:**

**1.     General Provisions**

The Metro Board of Directors (Board) desires to designate specific fund accounts and maintain minimum fund balances consistent with amounts determined to be in the best interest of Metro and intended to ensure Metro has sufficient funds to meet current and future financial needs.

Metro hereby establishes and will maintain the following reserve components:

- a) Operating Reserves Fund
- b) Contingency Reserves Fund

Fund balances will be reviewed on an annual basis by both the Metro Finance Committee for recommendation to the Board, and the Metro Board of Directors, in order to evaluate reconciliation of the fund balances and assess the financial capacity to accomplish identified activities and objectives.

The target balance established for each reserve component represents the baseline financial condition that is acceptable to Metro from a risk management and financial planning perspective. Maintaining funds at appropriate levels is an ongoing business process that consists of a periodic assessment of revenues and expenditure levels.

**2.     Reserve Components**

**a) Operating Reserve Fund:** The Operating Reserve Fund is designated by the Board to maintain working capital for current operations to ensure continuity of operations during short-term fluctuations in cash flow due to slow or delayed payment by Metro Participating

Agencies, demand volatility, unanticipated costs, or other factors. Metro's Executive Director and Treasurer are hereby authorized to use funds from the Operating Reserve Fund for expenditures that are Designated Expenses/Uses as set forth below.

Any request by staff to use funds from the Operating Reserve that shall bring the reserve below the minimum fund balance set forth below must be approved by the Board of Directors and accompanied by a staff report explaining the need for the expenditure(s).

Source of Funds:

- Prior year ending balance carried forward
- Allocation of funds by Board action
- Net operating income

Designation of Expenses/Uses:

- Funding requirements due to short term revenue and expenditure imbalance (for example, increases in consultant costs)
- Intra-fiscal year cash flow timing without Board approval, so long as the fund balance is not impaired by fiscal year-end

Target Balance:

- The Operating Reserve target balance shall be in the amount of four (4) months average expenditures based on the current fiscal year's operating budget; with a minimum fund balance of one (1) month of average expenditures.

***b) Contingency Reserve Fund:*** The Board of Directors endeavors to budget for all anticipated expenditures, but emergencies and unforeseen circumstances can occur during the course of the year. The Contingency Reserve Fund is intended to provide funding for expenditures that must be undertaken to address emergencies or unforeseen circumstances (such as responding to a spill event).

Any request by staff to use Contingency Reserve Funds is subject to prior approval by the Board of Directors at the next regular meeting, and accompanied by a staff report explaining the need for the expenditure(s). In instances where funds must be disbursed immediately, the Board hereby delegates to the Executive Director, or if the Executive Director is unavailable, to the Treasurer, authority to evaluate and approve expenditures from the Contingency Reserve Fund, subject to a second approval by the Metro Auditor or a separate authorized signer identified in the Invoice Payment Policy. The Executive Director shall thereafter present a report regarding the expenditure for ratification at the following regular Board meeting.

Source of Funds:

- Prior year ending balance carried forward
- Allocation of funds by Board action
- Net operating income

Designation of Expenses/Uses:

- Emergencies/Unforeseen events



Target Balance:

- The Contingency Reserve target balance shall be in the amount of three (3) months average expenditures based on the current fiscal year's operating budget.

**3. Delegation of Authority**

The Metro Board of Directors has sole authority to amend or revise this Reserve Policy. Management responsibility for the Reserve Policy is hereby delegated to the Board Chair, who through approval of this Policy has established written procedures for the management of Metro's reserves.

**4. Replacement and Supersession**

The previous Reserve Fund Policy is hereby rescinded, and this Resolution 2025-01 Establishing a Reserve Fund Policy replaces and supersedes it in its entirety.

**PASSED, APPROVED AND ADOPTED** by the Board of Directors of the Metro Wastewater Joint Powers Authority at a meeting thereof held on the 6th day of, February, 2025.

AYES:

NOES:

ABSTAIN:

ABSENT:

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Chairperson

ATTEST:

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Board Secretary

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

This Second Amendment (“**Second Amendment**”) to the Agreement for Professional Services Between Metro Wastewater Joint Powers Authority and The Keze Group LLC, dated July 1, 2022 (“**Agreement**”) is made and entered into this 4th day of April, 2024 by and between the parties to that Agreement, the Metro Wastewater Joint Powers Authority, existing and organized pursuant to the provisions of Government Code section 6500 *et seq.* (“**Metro JPA**”), on the one hand, and The Keze Group LLC (“**Consultant**”), on the other hand. Metro JPA and Consultant are sometimes referred to individually as “**Party**” and collectively as “**Parties.**”

**RECITALS**

A. WHEREAS, Metro JPA and Consultant entered into the Agreement in order for Consultant to provide duly licensed and qualified As-needed Technical, Financial, and Administrative Support Services to Metro JPA;

B. WHEREAS, Sections 3 and 21 of the Agreement state that the Agreement may be modified by an Amendment executed by both Parties, and the Parties previously amended the Agreement on May 16, 2023;

C. WHEREAS, on March 7, 2024, the Metro JPA Board of Directors did approve of the creation of an Executive Director position, which position would replace and eliminate the role of Administrative Coordinator;

D. WHEREAS, on March 7, 2024, the Metro JPA Board of Directors did approve of the appointment of Karyn Keze, previously the Administrative Coordinator, to the role of Executive Director;

E. WHEREAS, Metro JPA and Consultant mutually desire to amend the Agreement to modify the scope of work and increase the monthly budget amounts under the Agreement, thereby increasing the Metro JPA Fiscal Year 23-24 through 24-25 budgets as described below; and,

F. WHEREAS, Metro JPA and Consultant mutually desire to amend the Agreement consistent with the appointment of Karyn Keze to the role of Executive Director, as described below.

NOW THEREFORE, in consideration of the mutual obligations of the Parties herein expressed, Metro JPA and Consultant agree to amend the Agreement as follows:

## AMENDMENT TO AGREEMENT

1. Scope and Powers of Executive Director: The Executive Director is responsible for the oversight, management and monitoring of Metro JPA's strategic goals, policies and budgets. The Executive Director leads the Executive Team and supervises all consultants to ensure contractual obligations, including those under the Metro Agreement, are diligently met and on budget. The Executive Director is responsible for shaping the work environment, setting strategy, allocating resources, developing and building the organization, overseeing City of San Diego operations of the Metro system, and direct communications with the Board of Directors of the Metro JPA. Additional responsibilities include planning events, handling expenses, overseeing the Metro JPA's budget process, and providing strategic direction of the organization. The Executive Director coordinates Metro JPA, TAC, and Ad Hoc meetings, in conjunction with the Board Secretary, s/he prepares agendas for meetings, updates the Metro JPA website as needed, and attends meetings as required. The Executive Director is authorized to exercise his or her discretion prudently in making management and contractual decisions on behalf of the Metro JPA in amounts that impact Metro JPA's budget by ten thousand dollars (\$10,000) or less, subject to prior consultation with the JPA Board Chair. The Executive Director position is contemplated to be a part-time position with a maximum obligation of 30 hours per month dedicated to Metro JPA Executive Director responsibilities.

2. Amendment to Role and Scope of Consultant. The Metro JPA hereby appoints Consultant, specifically Karyn Keze, to serve as the Metro JPA Executive Director, and with this appointment conveys to Consultant the duties, powers, and responsibilities set forth in paragraph 1 above. Consultant shall perform the duties of Executive Director in addition to the duties and obligations otherwise set forth in the Agreement, as amended. All references in the Agreement to Consultant as "Administrative Services Manager" shall henceforth be understood by Parties to convey the role of "Executive Director."

3. Term. Consultant's tenure as Executive Director shall commence on March 7, 2024 and shall end on June 30, 2025 unless otherwise directed by the Metro JPA. Consultant's position as As-Needed Technical, Financial, and Administrative Support services shall continue through the end of fiscal year 2025-2026 as set forth in the July 1, 2022 Agreement between the Metro JPA and the Keze Group.

4. Amendment to Budgeted Compensation. Section 2 of the Agreement, as amended, is hereby deleted and replaced in its entirety with the following:

2. Compensation.

- (a) Subject to paragraph 2(b) below, Metro JPA shall pay for Consultant's services in accordance with the Schedule of Charges set forth in Exhibit "B" to the Agreement, as revised by the following: Exhibit B is hereby amended to increase the Fiscal Year (July 1 – June 30) 2023-2024 budget amount by \$18,000, from a ceiling of \$150,000 to an amended ceiling of \$168,000. In other words, the total amount of compensation

Metro shall pay Consultant for services rendered under this Agreement for Fiscal Year 23-24 shall not exceed \$168,000.


- (b) Exhibit B is further amended to reflect that (i) for Fiscal Year 24-25, the total amount of compensation Metro shall pay Consultant for services rendered under this Agreement shall not exceed \$168,000 per Fiscal Year, and (ii) for Fiscal Year 25-26, the total amount of compensation Metro shall pay Consultant for services rendered under this Agreement shall not exceed \$150,000, unless otherwise determined by the Metro JPA Board of Directors. Periodic payments shall be made within thirty (30) days of receipt of a statement for services rendered. Payments to Consultant for work performed will be made on a monthly billing basis.

5. Incorporation and Superiority. This Amendment is intended to be made a part of and is hereby incorporated into the terms of the Agreement. In all other respects, except only as specifically modified above, the Agreement is reaffirmed, remains in full force and effect, and is enforceable in accordance with its respective terms. In the event of any conflict or inconsistency between the provisions of this Amendment and the provisions of the Agreement, the provisions of this Amendment shall prevail.

6. Incorporation by Reference. The Recitals set forth in Sections A through F above are hereby incorporated into this Amendment by reference.

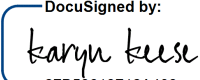
IN WITNESS HEREOF, BY SIGNING BELOW THE PARTIES HERETO VOLUNTARILY ENTER INTO THIS AMENDMENT AND ACKNOWLEDGE THAT THEY HAVE READ AND UNDERSTAND THE TERMS SET FORTH HEREIN AND AGREE TO BE BOUND THEREBY.

**METRO WASTEWATER JOINT POWERS AUTHORITY**

DocuSigned by:  
  
By: EA3367DA2B0F471...  
Chairperson


Date: May 28, 2024

**THE KEZE GROUP LLC**

DocuSigned by:  
  
By: 27B58613712A403...  
Karyn L. Keze

Date: May 29, 2024

APPROVED AS TO FORM:

By:   
Adriana R. Ochoa  
Procopio, Cory, Hargreaves & Savitch LLP  
General Counsel for Metro JPA

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

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

**RECITALS**

A. Metro JPA is a public agency of the State of California and is in need of professional services for the following project: As-needed Technical, Financial, and Administrative Support services from fiscal year 2022-2023 through fiscal year 2025-2026 as set forth in more detail herein.

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

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

**AGREEMENT**

NOW THEREFORE, IT IS AGREED AS FOLLOWS:

1. **Services.**

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

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

2. Compensation.

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

b. In no event shall the total amount paid for services rendered by Consultant pursuant to Exhibit "A" exceed \$100,000 during any fiscal year (July 1 – June 30) or \$400,000.00 aggregate without the written approval of Metro JPA. Periodic payments shall be made within thirty (30) days of receipt of a statement for services rendered. Payments to Consultant for work performed will be made on a monthly billing basis.

3. Additional Work.

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

4. Substitution of Key Personnel.

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

5. Maintenance of Records.

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

6. Time of Performance; Term.

Consultant shall commence and perform the Services in a prompt and timely manner and shall commence performance beginning upon Metro JPA's issuance of written authorization pursuant to Section 1 of this Agreement. This Agreement shall terminate on June 30, 2026, unless otherwise extended by a written amendment signed by both Parties or otherwise earlier terminated pursuant to Article 15 of this Agreement.

7. Delays in Performance.

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

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

8. Compliance with Law.

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

9. Standard of Care.

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

10. Assignment and Subconsultant.

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

11. Independent Consultant.

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

12. Insurance.

a. Commercial General Liability.

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

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

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

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

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

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

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

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

b. Automobile Liability.

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

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

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



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

c. Workers' Compensation/Employer's Liability.

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

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

d. Minimum Policy Limits Required

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

Combined Single Limit

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

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

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

f. Evidence Required.

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

g. Policy Provisions Required.

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

(ii) [Intentionally left blank.]

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

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

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

h. Qualifying Insurers.

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

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

i. Additional Insurance Provisions.

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

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

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

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

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

13. Indemnification.

To the fullest extent permitted by law, Consultant shall defend (with counsel of Metro JPA's choosing), indemnify and hold Metro JPA, its Board, members of the Board, employees, and authorized volunteers free and harmless from any and all claims, demands, causes of action, suits, actions, proceedings, costs, expenses, liability, judgments, awards, decrees, settlements, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors,

consultants or agents in connection with the performance of the Consultant's services, the Project or this Agreement, including without limitation the payment of all consequential damages, expert witness fees and attorneys' fees and other related costs and expenses. Notwithstanding the foregoing, to the extent Consultant's services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to Claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Metro JPA, its Board, members of the Board, employees, or authorized volunteers.

14. Laws, Venue, and Attorneys' Fees.

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

15. Termination or Abandonment.

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

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

16. Documents.

Except as otherwise provided in Section 15, above, all original field notes, written reports, Drawings and Specifications and other documents, produced or developed for the Project shall, upon payment in full for the services described in this Agreement, be furnished to and become the property of Metro JPA.

17. Organization.

Consultant shall designate an individual from The Keze Group as Project Manager. The Project Manager shall not be removed from the Project or reassigned without the prior written consent of Metro JPA.

18. Notice.

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

<b>METRO JPA:</b>	<b>CONSULTANT:</b>
Metro Wastewater JPA P.O. Box 1072 National City, CA 91951 <b>Attn:</b> Metro TAC Chair	The Keze Group, LLC 1801 E 51st Street, Suite 365, Unit 522 Austin, TX 78723 <b>Attn:</b> Karyn Keze

and shall be effective upon receipt thereof.

19. Third Party Rights.

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

20. Severability.

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

21. Integration.

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

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

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

SIGNATURES ON FOLLOWING PAGE(S)

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

**METRO WASTEWATER JPA:**

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

Jerry Jones  
Chair

**THE KEZE GROUP, LLC:**

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

Karyn Keze

APPROVED AS TO FORM:

\_\_\_\_\_  
Nikhil Patel

Best Best & Krieger, LLP  
General Counsel

METRO WASTEWATER JPA

## **EXHIBIT “A”**

### **Scope of Services**

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

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

#### **I. SCOPE OF SERVICES**

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

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

The routine services will include the following tasks:

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

B. Routine Annual Audit Review – Public Utilities Department (PUD), Wastewater Operations Branch, Exhibit E Audit Review

1. Review and negotiate the auditors Scope of Work.
2. Attend Entrance and Exit Conferences with the Auditors.
3. Select operating, CIP, and non-operating revenue audit samples.
4. Attend/call in to Interim work meetings with the Auditors (maximum of 5 per audit).
5. Review all audit samples for contract compliance and accounting accuracy.
6. Review the annual general services cost allocation.
7. Review output for any special projects (In the past years this has included the tracking and reconciliation of Pure Water Program (PWP) task orders and construction project final bid costs to revise their original cost allocation and ensure that only appropriate Metro costs have/had been charged to the PAs). During the years covered by this Contract each year every PWP contract or task order, (either CIP or O&M) will be reviewed to insure that only correct Metro cost allocations are being utilized and that the PA's are not paying for Muni or Water costs.
8. Review South Bay and North City recycled water sales and incentives to ensure that appropriate revenues are credited to the PAs. Review other income credits to insure those non-operating revenues are credited to the PAs.
9. Review the draft and final audit numbers and sample test results. Review the administrative protocol calculations to insure proper allocation of revenues and expenses to the PAs. Prepare list of questions and work on resolution of issues regarding samples.
10. Present the results to the Metro TAC , Metro Finance Committee, and Metro Wastewater JPA.
11. Monitor closeout process to insure timely payment of refunds (if any) and the accuracy of any additional billings' (if any) to PAs.

C. Annual Routine Review of City of San Diego's Metro Wastewater Budgets

1. Line-item review of the proposed CIP projects to verify that they are a part of the Wastewater Agreement. Provide a preliminary review of the O&M costs to identify areas of concern for the PAs.
2. Identify budget items that show major deviation from previous years and discuss these deviations with PUD staff.



3. Attend meetings with the City of San Diego PUD staff to identify the nature and magnitude of the budget items.
  4. Ensure that costs are being correctly allocated to each PA based upon the Amended Restated Agreement's (ARA) Exhibits and any successor Agreements. Provide updates on budget issues to the Metro TAC, the Finance Committee, and the Metro Wastewater JPA meetings.
  5. Review January budget estimates for contractual compliance and implementation of quarterly billings to the PAs.
  6. In conjunction with the PUD staff, prepare five-year budget projections.
- D. Participation in PUD's Rate Cases – This task covers both the current (FY 2023 – FY 2024) update to the Strength Based Billing Methodology that is used to allocate annual costs to the PAs by Stantec as well as San Diego's own municipal rate cases for water, wastewater, and recycled water during the Contract period of FY 2025 and FY2026.
- E. Pure Water Program Support – This task includes 20 hours per month to cover the projects and meetings required to facilitate conclusion and adoption of the 2nd ARA and of assistance in financial oversight of Phase I and II of the Pure Water Program including cost reconciliations of project costs. Envisioned subtasks include revisions to the existing ARA's financial sections which include the "parking lot" items; and continued cost allocation monitoring and updates of all Pure Water purchase/task orders for both O&M and capital projects.
- F. Metro TAC and JPA Staff Support – This task includes 12 hours per month for financial analysis and consulting in support of varied Metro TAC Work Plan and JPA non-Pure Water projects. TKG will support, as needed, the items contained in the Metro TAC Work Plan. Some anticipated work tasks include the annual update of the remaining debt service associated with existing Metro Clean Water facilities, monthly update of TAC Work Plan, facilitation of the annual JPA budget and retro cost adjustments, and annual monitoring of the operations Protocol to insure proper reserve levels and interest allocations to the PAs.

## **II. ADDITIONAL SERVICES AS REQUESTED**

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



## **EXHIBIT “B”**

### **Schedule of Charges**

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

## Attachment A to Schedule of Charges

### Attachment A

#### Metro JPA Draft Contract FYE 2023 to FY 2026

#### Summary of Hours and Costs by Tasks

Task	Description	FY23 Proposed Budget		
		Budget Hours	Hourly Rate	Budget Amount
1	Routine Meetings	75	\$ 160.00	\$ 12,000
2	Exhibit E Audit Review	100	\$ 160.00	\$ 16,000
3	Review of PUD Budget	30	\$ 160.00	\$ 4,800
4	ARA SBB/SD Rate Cases	40	\$ 160.00	\$ 6,400
5	Pure Water Program Cost Allocation	236	\$ 160.00	\$ 37,760
6	Metro TAC & JPA Staff Support	144	\$ 160.00	\$ 23,040
	Direct Expense			
	<b>TOTAL</b>	<b>625</b>		<b>\$100,000</b>

## **EXHIBIT “C”**

### **Insurance Certificates**

Insurance documentation is included on the following pages.



# CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)  
06/15/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Ren Haynes Agency 1106 Clayton Ln Ste 216e Austin TX 78723-1086		<b>CONTACT</b> NAME: Renwick Haynes PHONE (A/C, NO, EXT): 512-961-4899 FAX (A/C, NO): 512-672-6269 E-MAIL ADDRESS: rhaynes2@farmersagent.com															
<b>INSURED</b> The Keze Group, LLC 1801 E 51ST ST AUSTIN TX 78723		<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Truck Insurance Exchange</td> <td>21709</td> </tr> <tr> <td>INSURER B: Farmers Insurance Exchange</td> <td>21652</td> </tr> <tr> <td>INSURER C: Mid Century Insurance Company</td> <td>21687</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Truck Insurance Exchange	21709	INSURER B: Farmers Insurance Exchange	21652	INSURER C: Mid Century Insurance Company	21687	INSURER D:		INSURER E:		INSURER F:	
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INSURER B: Farmers Insurance Exchange	21652																
INSURER C: Mid Century Insurance Company	21687																
INSURER D:																	
INSURER E:																	
INSURER F:																	

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAME ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSTR	TYPE OF INSURANCE	ADDTL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	Y	606242093	11/02/2021	11/02/2022	EACH OCCURRENCE \$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea Occurrence) \$ 75,000						
	MED EXP (Any one person) \$ 5,000						
	PERSONAL & ADV INJURY \$ 1,000,000						
	GENERAL AGGREGATE \$ 2,000,000						
	PRODUCTS - COMP/OP AGG \$ 1,000,000						
B	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	43590559	10/18/2021	10/18/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 500,000
	BODILY INJURY (Per person) \$ 500,000						
	BODILY INJURY (Per accident) \$ 500,000						
	PROPERTY DAMAGE (Per accident) \$ 500,000						
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$
	AGGREGATE \$						
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					PER STATUTE <input type="checkbox"/> OTHER <input type="checkbox"/> \$
	E.L. EACH ACCIDENT \$						
	E.L. DISEASE - EA EMPLOYEE \$						
	E.L. DISEASE - POLICY LIMIT \$						

**DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

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

## CERTIFICATE HOLDER

## CANCELLATION

METRO WASTEWATER JPA PO BOX 1072 NATIONAL CITY CA 91951	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Renwick Haynes TX License # 1625437 DocuSigned by: 
---	---

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

This Amendment (“**Amendment**”) to the Agreement for Professional Services Between Metro Wastewater Joint Powers Authority and The Keze Group LLC, dated July 1, 2022 (“**Agreement**”) is made and entered into this 4 day of May, 2023 by and between the parties to that Agreement, the Metro Wastewater Joint Powers Authority, existing and organized pursuant to the provisions of Government Code section 6500 *et seq.* (“**Metro JPA**”), on the one hand, and The Keze Group LLC (“**Consultant**”), on the other hand. Metro JPA and Consultant are sometimes referred to individually as “**Party**” and collectively as “**Parties.**”

**RECITALS**

A. WHEREAS, Metro JPA and Consultant entered into the Agreement in order for Consultant to provide duly licensed and qualified As-needed Technical, Financial, and Administrative Support Services to Metro JPA;

B. WHEREAS, Consultant has expended additional hours per month in FY 22-23 than those set forth in the FY 22-23 Proposed Budget, as set forth in the April 11, 2023 letter from Consultant to Metro JPA attached hereto as “Exhibit 1” and incorporated into this Amendment by reference;

C. WHEREAS, Sections 3 and 21 of the Agreement state that the Agreement may be modified by an Amendment executed by both Parties. The Parties have not previously modified or amended the Agreement; and

D. WHEREAS, Metro JPA and Consultant mutually desire to amend the Agreement to increase the annual and total compensation amounts under the Agreement, thereby increasing the Metro JPA Fiscal Year 22-23 through 25-26 budgets as described below.

NOW THEREFORE, in consideration of the mutual obligations of the Parties herein expressed, Metro JPA and Consultant agree to amend the Agreement as follows:

**AMENDMENT TO AGREEMENT**

1. Amendment to Budgeted Compensation. Section 2 of the Agreement is hereby deleted and replaced in its entirety with the following:

2. Compensation.

(a) Subject to paragraph 2(b) below, Metro JPA shall pay for Consultant’s services in accordance with the Schedule of Charges set forth in Exhibit “B” to the Agreement, as revised by the following: Exhibit B is hereby amended to increase the Fiscal Year (July 1 – June 30) 2022–2023

budget amount by \$50,000, from an initial ceiling of \$100,000 to an amended ceiling of \$150,000. In other words, the total amount of compensation Metro shall pay Consultant for services rendered under this Agreement for Fiscal Year 22-23 shall not exceed \$150,000.

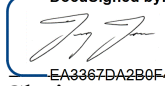
- (b) Exhibit B is further amended to reflect that for Fiscal Years 23-24, 24-25, and 25-26, the total amount of compensation Metro shall pay Consultant for services rendered under this Agreement shall not exceed \$150,000 per Fiscal Year. The aggregate compensation paid during the four-year term of this Agreement shall not exceed \$600,000 without the written approval of Metro JPA. Periodic payments shall be made within thirty (30) days of receipt of a statement for services rendered. Payments to Consultant for work performed will be made on a monthly billing basis.

2. Incorporation and Superiority. This Amendment is intended to be made a part of and is hereby incorporated into the terms of the Agreement. In all other respects, except only as specifically modified above, the Agreement is reaffirmed, remains in full force and effect, and is enforceable in accordance with its respective terms. In the event of any conflict or inconsistency between the provisions of this Amendment and the provisions of the Agreement, the provisions of this Amendment shall prevail.

3. Incorporation by Reference. The Recitals set forth in Sections A through D above are hereby incorporated into this Amendment by reference.


IN WITNESS HEREOF, BY SIGNING BELOW THE PARTIES HERETO VOLUNTARILY ENTER INTO THIS AMENDMENT AND ACKNOWLEDGE THAT THEY HAVE READ AND UNDERSTAND THE TERMS SET FORTH HEREIN AND AGREE TO BE BOUND THEREBY.

**METRO WASTEWATER JOINT POWERS AUTHORITY**

DocuSigned by:  
By:   
EA3367DA2B0F471...  
Chairperson

Date: May 16, 2023

APPROVED AS TO FORM:

By:   
Adriana R. Ochoa  
Procopio, Cory, Hargreaves & Savitch LLP  
General Counsel for Metro JPA



**THE KEZE GROUP LLC**

By:   
Karyn L. Keze

Date: May 16, 2023



April 11, 2023

Ms. Beth Gentry, P.E.  
 Metro TAC Chair  
 Metropolitan Wastewater Joint Powers Authority  
 P.O. Box 1072  
 National City, CA 91951

Dear Ms. Gentry:

Per Provisions in my current four-year Professional Service Agreement (Contract), with the Metro Wastewater Joint Powers Authority (Metro JPA), I am requesting an increase in my contract cost ceiling from \$100,000 to \$150,000. As we have discussed in budget tracking meetings with Metro JPA/Commission Chair Jones, this fiscal year has been an inordinately busy year with such unbudgeted items as the shift in my current consulting roll from consultant to a management role for the Metro JPA's Executive Team which included updating the JPA's website, planning two new Director orientations, and coordination of the Executive Consulting Team. In addition, as a member of the Executive Consulting Team I have addressed one-time unbudgeted issues such as the repeated sewage spills at Pumps Stations 1 and 2 and our inclusion in the Residuals Agreement negotiations, which started at the end of last fiscal year and continued for several months this fiscal year. All of these started after the Metro JPA's FY2023 budget was adopted (and thus my current Professional Services Agreement scope of services) and have affected all your Executive Consulting Team including myself, as they were not budgeted for in FYE2023.

Per your request I analyzed my year-to-date billings in detail to the Metro JPA (July 2022 to month-end February 2023). These were reviewed with Chair Jones and yourself and per your request I am providing an amended scope of services to my existing Contract to include the revised scope of services and the transition from financial consultant to the Metro JPA's Administrative Coordinator. The revised scope of service is attached to this letter and the new items to be included in my revised Contract are highlighted in yellow. The revised scope of services includes an additional 21 hours per month to generally cover the tasks described as follows:

Task	Description	HOURS			DOLLARS	
		Current Contract Hours	Proposed Monthly Increase	Proposed Annual Increase	Amended Contract Hours	Amended Contract Amount
1	Routine Meetings	75	4	48	123	\$20,910.00
2	Exhibit E Audit Review	100			100	\$17,000.00
3	Review of PUD Budget	30	2	24	54	\$9,180.00
4	ARA SBB/SD Rate Cases	40	4	48	88	\$14,960.00
5	Pure Water Program Cost Allocation	236	5	64	300	\$51,000.00
6	Metro TAC & JPA Staff Support	144			144	\$24,480.00
7	General JPA Administrative Management	0	6	72	72	\$12,240.00
	<b>TOTAL</b>	<b>625</b>	<b>21</b>	<b>256</b>	<b>881</b>	<b>\$149,770.00</b>

These are generally described below with more details included in the Scope of Services:

**Task 1: Routine Board of Directors and Metro TAC Meetings – 4 hours per month**

Inclusion of increased hours to support up to 2 AdHoc Committees per month.

**Task 3: Review of City of San Diego Public Utilities (PUD) Budget and Five-Year Projections – 2 hours per month**

Inclusion of hours to support Metro TAC members in understanding their annual billings from the City of San Diego for Metro O&M and Capital expenses and other technical and financial issues. These hours are based on the recent hours I have incurred preparing presentations and providing training meetings for two of our PAs who have new TAC members.

**Task 4: ARA Strength Based Billing and PUD Internal Rate Case Review – 4 hours per month**

Inclusion of hours to provide more in-depth review of the upcoming draft revised Metro Sewer Service Charge rate structure financial model to ensure the integrity of its calculations and cost allocations and implementation training during FYE2025 and FYE2026 for PAs.

**Task 5: Pure Water Program Negotiations and Cost Allocations – 5 hours per month**

Inclusion of additional hours, based on projected FYE 2023 year-end costs, to cover additional unbudgeted work tasks for completion and implementation of 2<sup>nd</sup> ARA and cost reconciliations of Pure Water Capital and O&M costs as we transition into the operation of Phase 1 facilities.

**Task 7: Metro JPA Administrative Coordinator: General JPA Administrative Management – 6 hours per month**

This is a new task added at the request of the Metro JPA and TAC Chairs to coordinate all aspects of the JPAs administration and Executive Team consultants.

I would like to thank you and Chair Jones for the opportunity to assume the role of Administrative Coordinator for the JPA. I look forward to working with you both to fulfill the Mission's and Vision's of the Metro Wastewater JPA in the upcoming years.

Sincerely,



Karyn L. Keze

**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 6<sup>th</sup> 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:**

DocuSigned by:  
  
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Signature

Jerry Jones

Name

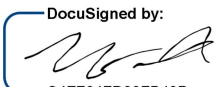
Chair, Metro Wastewater JPA

Title

July 12, 2024

Date

**RODNEY GREEK, CPA:**

DocuSigned by:  
  
C4E764FD03FB43D...

Signature

Rod Greek

Name

Sole Proprietor, CPA

Title

July 12, 2024

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:

<b>TASK</b>	<b>Estimated Hours</b>	<b>Estimated Budget</b>
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
<b>TOTAL ESTIMATE:</b>	<b>141 Hours</b>	<b>\$48,442.00</b>

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

**OPTIONAL - FY 2026 Services**

Budgeted Hours are as follows:

<b>TASK</b>	<b>Estimated Hours</b>	<b>Estimated Budget</b>
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
<b>TOTAL ESTIMATE:</b>	<b>191 Hours</b>	<b>\$49,202.00</b>

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: [rjgreek@cox.net](mailto:rjgreek@cox.net)  
Senior Accountant's Phone: 619-823-8129  
Senior Accountant's Email: [lasantos8928@gmail.com](mailto: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](mailto:rjgreek@cox.net) or by phone at 760-809-0681.


Kind regards,

*Rodney Greek*

Rodney Greek, CPA



Order Details

<b>Order Number</b> 1126229152	<b>Payment Method</b>  Visa ending in <b>0770</b>	<b>Shipping Address</b> LeeAnn JonesSantos	<b>Billing Address</b> LeeAnn JonesSantos
<b>Order Date</b> 07/20/2024			
<b>Membership Number</b> 824169697001			

Item	Quantity	Status	Total Price
HP Pavilion 16" Touchscreen Laptop - Intel Core 7 Processor 150U - WUXGA (1920 x 1200) - Windows 11 Item #1825558 \$899.99 Discount \$150.00	1	Delivered	\$899.99
CA EWST FEE 15-34 Item #998500000000 \$5.00	1	Delivered	\$5.00

McAfee Total Protection, 1 Device, (E-Delivery)	1	Shipped	\$0.01
Item #1513304			
\$0.01			
Discount \$0.01			

Order Summary

Subtotal (3 Items)	\$905.00
Shipping	\$14.99
Tax	\$59.29
Order Total	\$829.27



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BRIGGS & RILEY



THOMAS KINKADE  
Studio's



CASE-MATE

## RESOLUTION 2025-02

### A RESOLUTION OF THE METRO WASTEWATER JOINT POWERS AUTHORITY BOARD OF DIRECTORS ESTABLISHING COMPENSATION OF DIRECTORS

**WHEREAS**, the Metro Wastewater Joint Powers Authority (“**Metro**”) is a public agency formed pursuant to joint powers agreements pursuant to Government Code sections 6500 *et seq.*, and governed by the Metro Board of Directors; and

**WHEREAS**, the Metro Board of Directors desires to establish reasonable compensation for all Metro Board Directors, excluding Advisory Directors, from time to time by resolution of the Board of Directors; and

**WHEREAS**, compensation for Directors’ attendance at Metro Board meetings was last revised in June 2023 via Resolution 2023-02;

**WHEREAS**, the Metro Board of Directors desires to modify Resolution 2023-02 in order to establish reasonable compensation for duly appointed Metro Alternate Directors;

#### **NOW, THEREFORE, BE IT RESOLVED THAT:**

1. General Provisions. The Metro Board of Directors shall establish compensation every five years for all Metro Directors, excluding Advisory Directors, beginning with Fiscal Year 2023-2024 through the end of Fiscal Year 2027-2028 (the “**Period**”). If the Metro Board of Directors does not adopt a new resolution establishing future compensation before the end of the Period, compensation shall remain at the same amount established in the 2027-2028 Fiscal Year until a new resolution establishing compensation is subsequently adopted.

2. Per Diem Established. Beginning Fiscal Year 2023-2024, Metro Directors (or duly-appointed Alternates that attend meetings in a primary Director’s absence) shall be paid compensation in the amount of \$158.00 (“**Per Diem**”) for attendance at Metro meetings, including attendance at meetings of an advisory body of Metro, such as standing or ad hoc subcommittees, orientations, trainings, tours, or for each day’s service rendered as a Metro Director by request of the Chair or Board. For each subsequent Fiscal Year thereafter during the remainder of the Period, the Per Diem amount shall increase at an annual rate of 5.00%, as established below.

Fiscal Year	2023	2024	2025	2026	2027	2028
Stipend (\$)	\$150.00	\$158.00	\$166.00	\$175.00	\$184.00	\$194.00
Increase (%)	0.00%	5.00%	5.00%	5.00%	5.00%	5.00%

3. Attendance at Multiple Meetings. Where a Director attends multiple but distinct Metro meetings (including advisory body meetings) in the same day, the Director shall be compensated Per Diem for each meeting attended, so long as each meeting’s

duration lasts at least fifteen (15) minutes or longer.

4. Compensation for Duly Appointed Alternates. Duly appointed Alternate Directors shall receive Per Diem and mileage reimbursement for attendance at orientations, trainings, preparation meetings or briefings, tours, and meetings of the Metro Board of Directors (even if the primary Director is present). It is a benefit to the Metro Board of Directors that Alternate Directors observe and monitor the discussions of the Metro Board so that s/he can step in as an informed member of the Board if or when s/he is required to attend in a voting capacity, and in order to ensure responsible succession planning for the organization.

5. Finance Committee Alternate. If the Metro Board's duly appointed alternate member of the Finance Committee attends a Finance Committee meeting in a non-voting capacity (meaning all primary Finance Committee members are present), the alternate may nonetheless receive a Per Diem for his or her attendance at that meeting, in order to encourage the alternate's attendance at Finance Committee meetings. It is a benefit to both the Finance Committee and the Metro Board of Directors that the Finance Committee alternate observe and track the discussions held at Finance Committee meetings so that s/he can step in as an informed member of the Finance Committee if or when s/he is required to attend in a voting capacity.

6. Limit on Number of Meetings. No Board Director or Alternate Director shall be paid more than six (6) Per Diems per month, except for the Board Chair, who may be paid for no more than ten (10) Per Diems per month. All Per Diem requests must be submitted to the Metro Treasurer within sixty (60) days of the day for which a Per Diem is requested.

7. No Overlapping Compensation. Directors to whom Metro would pay a Per Diem pursuant to this resolution shall not receive a Per Diem if they are otherwise eligible to receive compensation, including Per Diem, from their respective agencies for attendance at Metro meetings or for service rendered as a Metro Director by request of the Chair or Board.

8. Supersession. This Resolution 2025-02 hereby supersedes Resolution 2023-02 in its entirety and Resolution 2023-02 is now set aside and declared void.

**PASSED AND ADOPTED** at a meeting of the Board of Directors of the Metro Wastewater Authority, held this 6th day of February, 2025.

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

**ATTEST:**

---

Jerry Jones, Board Chair  
Metro Wastewater Joint Powers Authority

---

Lori Anne Peoples, Board Secretary  
Metro Wastewater Joint Powers Authority

**APPROVED AS TO FORM:**

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Adriana R. Ochoa, General Counsel  
Metro Wastewater Joint Powers Authority

## RESOLUTION 2025-02

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### **A RESOLUTION OF THE METRO WASTEWATER JOINT POWERS AUTHORITY BOARD OF DIRECTORS ESTABLISHING COMPENSATION OF DIRECTORS**

**WHEREAS**, the Metro Wastewater Joint Powers Authority ("**Metro**") is a public agency formed pursuant to joint powers agreements pursuant to Government Code sections 6500 *et seq.*, and governed by the Metro Board of Directors; and

**WHEREAS**, the Metro Board of Directors desires to establish reasonable compensation for all Metro Board Directors ~~of the Metro~~, excluding Advisory Directors, from time to time by resolution of the Board of Directors; and

**WHEREAS**, compensation for Directors' attendance at Metro Board meetings ~~has not been changed since at least 2008; was last revised in June 2023 via Resolution 2023-02;~~

**WHEREAS**, the Metro Board of Directors desires to modify Resolution 2023-02 in order to establish reasonable compensation for duly appointed Metro Alternate Directors;

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#### **NOW, THEREFORE, BE IT ORDAINED-RESOLVED THAT:**

1. General Provisions. The Metro Board of Directors shall establish compensation every five years for all Metro Directors, excluding Advisory Directors, beginning with Fiscal Year 2023-2024 through the end of Fiscal Year 2027-2028 (the "**Period**"). If the Metro Board of Directors does not adopt a new resolution establishing future compensation before the end of the Period, compensation shall remain at the same amount established in the 2027-2028 Fiscal Year until a new resolution establishing compensation is subsequently adopted.

2. Per Diem Established. Beginning Fiscal Year 2023-2024, ~~the~~ Metro Directors (or duly-appointed ~~a~~ Alternates that attend meetings in a primary Director's absence) shall be paid compensation in the amount of \$158.00 ("**Per Diem**") for attendance at Metro meetings, including attendance at meetings of an advisory body of Metro, such as standing or ad hoc subcommittees, orientations, trainings, tours, or for each day's service rendered as a Metro Director by request of the Chair or Board. For each subsequent Fiscal Year thereafter during the remainder of the Period, the Per Diem amount shall increase at an annual rate of 5.00%, as established below.

Fiscal Year	2023	2024	2025	2026	2027	2028
<del>Ended</del>						
Stipend (\$)	\$150.00	\$158.00	\$166.00	\$175.00	\$184.00	\$194.00
Increase (%)	0.00%	5.00%	5.00%	5.00%	5.00%	5.00%

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3. Attendance at Multiple Meetings. Where a Director attends multiple but



distinct Metro meetings (including advisory body meetings) in the same day, the Director shall be compensated Per Diem for each meeting attended, so long as each meeting's duration lasts at least fifteen (15) minutes or longer.

4. Compensation for Duly Appointed Alternates. Duly –appointed Alternate Directors shall receive Per Diem and mileage reimbursement for attendance at orientations, trainings, preparation meetings or briefings, tours, and meetings of the Metro Board of Directors (even if the primary Director is present). It is a benefit to the Metro Board of Directors that Alternate Directors observe and monitor the discussions of the Metro Board so that s/he can step in as an informed member of the Board if or when s/he is required to attend in a voting capacity, and in order to ensure responsible succession planning for the organization.

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4.5. Finance Committee Alternate. If the Metro Board's duly appointed alternate member of the Finance Committee attends a Finance Committee meeting in a non-voting capacity (meaning all primary Finance Committee members are present), the alternate may nonetheless receive a Per Diem for his or her attendance at that meeting, in order to encourage the alternate's attendance at Finance Committee meetings. It is a benefit to both the Finance Committee and the Metro Board of Directors that the Finance Committee alternate observe and track the discussions held at Finance Committee meetings so that s/he can step in as an informed member of the Finance Committee if or when s/he is required to attend in a voting capacity.

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5-6. Limit on Number of Meetings. No Board Director or ~~alternate~~ Alternate Director shall be paid more than six (6) Per Diems per month, except for the Board Chair, who may be paid for no more than ten (10) Per Diems per month. All Per Diem requests must be submitted to the Metro Treasurer within sixty (60) days of the day for which a Per Diem is requested.

7. No Overlapping Compensation. Directors to whom Metro would pay a Per Diem pursuant to this resolution shall not receive a Per Diem if they are otherwise eligible to receive compensation, including ~~Pper~~ Per ~~Diem~~, from their respective agencies for attendance at Metro meetings or for service rendered as a Metro Director by request of the Chair or Board.

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6-8. Supersession. This Resolution 2025-02 hereby supersedes Resolution 2023-02 in its entirety and Resolution 2023-02 is now set aside and declared void.

**PASSED AND ADOPTED** at a meeting of the Board of Directors of the Metro Wastewater Authority, held this 6th day of February, 20253.

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

**ATTEST:**

\_\_\_\_\_  
Jerry Jones, Board Chair  
Metro Wastewater Joint Powers Authority

\_\_\_\_\_  
Lori Anne Peoples, Board Secretary  
Metro Wastewater Joint Powers Authority

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Adriana R. Ochoa, General Counsel  
Metro Wastewater Joint Powers Authority

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## **Metro Wastewater Joint Powers Authority**

### **STAFF REPORT**

**TO:** Board of Directors  
Metro Wastewater Joint Powers Authority

**DATE:** January 29, 2025

**FROM:** Adriana Ochoa, General Counsel

**AGENDA ITEM NO. 10d:** Changes to Authorized Banking Signatories

---

### **BACKGROUND & DISCUSSION**

In order for checks written from Metro Wastewater Authority JPA's ("Metro") bank account to be processed, two authorized signatures are required: one from the Metro Treasurer, and a second signature from an authorized signatory. On January 6, 2025, Metro Wastewater Joint Powers Authority's Treasurer visited California Bank & Trust to review Metro's account information. While reviewing the account information, the Treasurer learned that former directors John Peasley and John Mullin are still authorized to write checks from the account and that only one current director (the Board Chair) is authorized to write checks from the account.

To change the authorized signatories for Metro's account, the California Bank & Trust Client Information Form (Attachment 1) must be completed and returned in person to any California Bank & Trust bank. Metro must also submit a copy of its bylaws related to banking and the minute meetings approving the change in authorized signatories, both of which can be submitted via email.

### **THEREFORE, COUNSEL RECOMMENDS THE BOARD OF DIRECTORS TAKE THE FOLLOWING ACTIONS:**

1. Remove former directors John Peasley and John Mullin as authorized signatories on Metro's account with California Bank & Trust.
2. Authorize the current Metro Board Chair, Vice Chair, Finance Committee Chair, and Treasurer or Assistant Treasurer as signatories on Metro's account with California Bank & Trust for all banking purposes.
3. Authorize Jerry Jones and Peter De Hoff as authorized signatories on Metro's account with California Bank & Trust for all banking purposes.
4. Discuss and take other action as appropriate.

**Attachment 1:** California Bank & Trust Client Information Form

# **ATTACHMENT 1**





CALIFORNIA BANK  
TRUST

1024 Graves Ave, El Cajon, Ca 92021  
Ph. (619)440-0411 Fax. (855)830-0635

## CLIENT INFORMATION FORM

Full Legal Name: \_\_\_\_\_

Residential Address (No PO Box): \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Mailing Address (if different from above) \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Primary Phone: \_\_\_\_\_ Secondary Phone: \_\_\_\_\_

Social Security #: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Name of Employer: \_\_\_\_\_

Occupation / Position (if retired, your previous occupation): \_\_\_\_\_

Email address: \_\_\_\_\_ Mother's Maiden Name: \_\_\_\_\_

Primary ID (CIRCLE ONE): Driver's License, State ID, Passport, and ID #: \_\_\_\_\_

Issuing State/Country: \_\_\_\_\_ Issue date: \_\_\_\_\_ Exp date: \_\_\_\_\_

Second ID (CIRCLE ONE): Credit Card, Debit Card, Passport, Passport Card, Military ID,  
School ID, Employee ID Card

Issuer: \_\_\_\_\_ Issue date: \_\_\_\_\_ Exp date: \_\_\_\_\_ ID #: (Do NOT List Credit/Debit #) \_\_\_\_\_

If credit or debit card (CIRCLE ONE) Visa, MasterCard, American Express, Discover

Would you like more information on our Checking Account Overdraft Protection Lines? Yes / No

Would you like more information on our AmaZing® Credit Card offers? Yes / No

Would you like more information on our Home Equity Credit Lines? Yes / No

To identify you over the phone please create an account password: \_\_\_\_\_

If you will be creating a Brand NEW User ID for our Online Banking service, please create your  
Username: \_\_\_\_\_

(case-sensitive)



Metro Wastewater Joint Powers Authority  
Treasurer's Report  
**ending December 31, 2024**

**\*\*UNAUDITED\*\***

**Metro Wastewater JPA**  
**Treasurer's Report**  
ending December 31, 2024  
Unaudited

<b>Beginning Cash Balance at July 1, 2024</b>	\$ 317,985
 <b>Operating Results</b>	
Membership Dues & Interest Income	1,003,027
Expenses	<u>(261,430)</u>
Change in Net Position	741,596
Net change in Receivables & Payables	<u>(19,728)</u>
 <b>Cash Provided by Operations and Investing</b>	 <u>721,868</u>
 <b>Ending Cash Balance at December 31, 2024</b>	 <u><u>\$ 1,039,853</u></u>



**Metro Wastewater JPA**  
**Statement of Net Position**

As of July 1, 2024 and December 31, 2024

Unaudited

	<u>July 1, 2024</u>	<u>December 31, 2024</u>	<u>\$ Change</u>
<b><u>ASSETS</u></b>			
Checking/Savings	\$ 317,985	\$ 1,039,853	\$ 721,868
Accounts Receivable	22,824	6,169	(16,655)
Total Assets	<u>\$ 340,809</u>	<u>\$ 1,046,022</u>	<u>\$ 705,213</u>
<b><u>LIABILITIES</u></b>			
Accounts Payable	\$ 42,611	\$ 6,228	\$ (36,383)
Unearned Membership Billings	-	-	-
Total Liabilities	\$ 42,611	\$ 6,228	\$ (36,383)
<b><u>NET POSITION</u></b>			
Net Position at Beginning of Period	\$ 247,595	\$ 298,197	\$ 50,602
Change in Net Position	50,602	741,596	690,994
Net Position at End of Period	\$ 298,197	\$ 1,039,793	\$ 741,596
<b><u>TOTAL LIABILITIES &amp; NET POSITION</u></b>	<u>\$ 340,809</u>	<u>\$ 1,046,022</u>	<u>\$ 705,213</u>

<i>Net Position at 12/31/2024</i>	\$ 1,039,793
<i>FY '25 Required Reserve (4 months of Op Exp)</i>	275,637
<i>FY '25 Contingency Reserve</i>	<u>197,714</u>
<i>Over (under) required reserve</i>	\$ 566,443

Assets	\$ 1,046,022
Liabilities/Equity	<u>\$ 1,046,022</u>
Difference	\$ (0)

**Metro Wastewater JPA**  
**Statement of Operations**  
**Budget vs. Actual**

ending December 31, 2024  
Unaudited

	<u>Actual</u>	<u>Budget</u>	<u>Over (Under) Budget</u>
<b>Income</b>			
<b>Membership Dues</b>	\$ 988,568	790,855	\$ 197,713
<b>City of San Diego</b>	13,154	17,678	(4,524)
<b>Interest Income</b>	<u>1,305</u>	<u>350</u>	<u>955</u>
<b>Total Income</b>	\$ 1,003,027	\$ 808,883	\$ 194,144
<b>Expense</b>			
<b>Administrative Assistant-LP</b>	\$ 13,212	24,600	\$ (11,388)
<b>Bank Charges</b>	18	100	(82)
<b>Contingency</b>	-	-	-
<b>Dues &amp; Subscriptions</b>	-	-	-
<b>Financial Services</b>		-	
<b>Audit Fees</b>	6,560	-	6,560
<b>Financial Consulting Support (Auditor)</b>	-	-	-
<b>Financial - The Keze Group</b>	80,978	84,000	(3,022)
<b>Treasurer - CPA</b>	24,808	25,000	(192)
<b>JPA/TAC meeting expenses</b>	2,180	3,000	(820)
<b>Miscellaneous</b>	218	125	93
<b>Per Diem - Board</b>	17,342	14,250	3,092
<b>Printing, Postage, Supplies</b>	146	250	(104)
<b>Professional Services</b>		-	
<b>Engineering - Dexter Wilson</b>	68,118	100,000	(31,883)
<b>Engineering - NV5</b>	2,040	15,000	(12,960)
<b>Legal - Procopio (Pure Water/2nd ARA)</b>	8,377	75,000	(66,623)
<b>Legal - Procopio (General)</b>	16,241	30,000	(13,760)
<b>Legal - Procopio (SD Spill 2020 &amp; 2023)</b>	4,691	15,000	(10,309)
<b>Paul Redvers Brown, Inc.</b>	-	6,225	(6,225)
<b>Strategic Planning</b>	15,250	7,638	7,613
<b>IT &amp; Communications</b>	-	10,000	(10,000)
<b>Telephone, Software &amp; Internet</b>	1,252	1,500	(248)
<b>Website Architecture Update</b>	-	-	-
<b>Website Maintenance &amp; Hosting</b>	<u>-</u>	<u>1,768</u>	<u>(1,768)</u>
<b>Total Expense</b>	\$ 261,430	\$ 413,455	\$ (152,025)
<b>Net Income (Loss)</b>	<u>\$ 741,596</u>	<u>\$ 395,428</u>	<u>\$ 346,169</u>

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

ending December 31, 2024  
Unaudited

**CASH FLOWS FROM OPERATING ACTIVITIES**

Cash Receipts from Member Agencies	\$ 1,018,377
Cash Paid to Vendors and Suppliers	<u>(297,813)</u>
Net Cash Provided by Operating Activities	720,563

**CASH FLOWS FROM INVESTING ACTIVITIES**

Interest Earnings	<u>1,305</u>
Net Cash Provided by Investing Activities	<u>1,305</u>

**NET CHANGE IN CASH AND CASH EQUIVALENTS** 721,868

Cash and Cash Equivalents - Beginning of Period 317,985

**CASH AND CASH EQUIVALENTS - END OF PERIOD** \$ 1,039,853

**RECONCILIATION OF OPERATING LOSS TO NET CASH  
FLOWS USED BY OPERATING ACTIVITIES**

Operating Income	\$ 741,596
Change in Net Position	
Adjustments to Reconcile Operating Income to	
Increase in Accounts Receivable	16,655
Decrease in Accounts Payable	(36,383)
Interest Earnings	<u>(1,305)</u>
Total Adjustments	<u>(21,033)</u>
Net Cash Provided by Operating Activities	<u><u>\$ 720,563</u></u>

### Notes

The Accounts Receivable is the amount we will bill the City of San Diego for the reimbursement of Administrative Assistant expenses for Quarter 2. The Accounts Payable is the Administrative Assistant expenses for the Quarter 2 invoice.

The difference is that San Diego has a cap on hours (not exceeded in QTR 2) and only pays \$360 for phone expenses.

Phase 1 Pure Water Construction Report

						Total Contract (Including Change Orders)			30-Sep-24	
Construction Package	Contractor Intermediate Substantial Completion	Contractor Substantial Completion <sup>(3)</sup>	Percent Complete (G = F / E)	Bid Award <sup>(1)</sup> (A)	Change Orders <sup>(2)</sup> (B)	Water (C)	Wastewater (D)	Total Contract (E = A + B)	Paid to Date <sup>(2)</sup> (F)	Construction Company
Early Sitework	July 27, 2021	July 27, 2021	100%	\$16,403,300	\$1,184,211	\$4,546,855	\$13,040,656	\$17,587,511	\$17,587,511	Shimmick
NC Pure Water Facility & NC Pure Water Pump Station	September 25, 2024	May 1, 2025	74%	\$356,681,930	\$19,075,794	\$375,757,724	\$0	\$375,757,724	\$279,567,103	Shimmick
Morena Wastewater Pump Station	July 7, 2025	February 3, 2026	72%	\$110,386,350	\$28,427,063	\$58,674	\$138,754,740	\$138,813,413	\$99,270,084	Flat Iron West
Morena Northern Alignment & Tunnels	April 30, 2025	May 22, 2025	69%	\$95,243,645	\$18,038,900	\$21,956,264	\$91,326,282	\$113,282,546	\$78,417,233	OHL USA, Inc
NC Pure Water Pipeline and Dechlorination Facility & Subaqueous Pipeline <sup>(4)</sup>	October 14, 2024	March 6, 2026	73%	\$123,456,027	-\$2,413,478	\$121,042,549	\$0	\$121,042,549	\$88,892,597	W.A. Rasic Construction Company, Inc.
NCWRP Expansion & PWF Influent Conveyance	September 12, 2025	April 16, 2026	54%	\$255,138,000	\$8,383,632	\$139,570,251	\$123,951,381	\$263,521,632	\$141,782,038	Kiewit Infrastructure West Co.
NC MBC Improvements	September 27, 2024	August 7, 2025	81%	\$40,086,690	\$4,452,312	\$0	\$44,539,002	\$44,539,002	\$35,944,024	PCL Construction, Inc.
NCWRP EQ Basins	April 24, 2025	June 26, 2025	57%	\$11,886,000	\$441,637	\$0	\$12,327,637	\$12,327,637	\$6,979,701	Kiewit Infrastructure West Co.
Morena Conveyance Southern & Middle	May 13, 2025	October 3, 2025	48%	\$129,753,895	\$4,255,690	\$29,377,408	\$104,632,177	\$134,009,585	\$64,526,215	Sukut Construction, LLC
Miramar Reservoir Pump Station Improvements	October 21, 2024	November 21, 2024	75%	\$12,692,000	\$517,257	\$13,209,257	\$0	\$13,209,257	\$9,898,634	Shimmick
Miramar Reservoir Automated In-Water Quality Monitoring System (AIWQMS)	October 15, 2026	October 15, 2026	54%	\$1,000,000	\$0	\$1,000,000	\$0	\$1,000,000	\$538,435	Soundnine Inc.
Penasquitos Pump Station Oxygenation System	January 3, 2024	April 8, 2025	23%	\$4,391,767	\$0	\$0	\$4,391,767	\$4,391,767	\$1,030,100	Blue Pacific Engineering & Construction
			67%	\$1,157,119,604	\$82,363,018	\$706,518,980	\$532,963,642	\$1,239,482,622	\$824,433,676	

Total Approved Change Orders Excluding Scope Removal Change Orders<sup>4</sup>: \$103,100,958

1. Bid Award values are entered when Notice-of-Intent to Award has been issued.
2. Change order and paid-to-date amounts through September 30, 2024.
3. Projected Substantial Completion is based on the current construction contract date, inclusive of any time-related change orders.
4. Deductive Change Order amounts cannot "refund" Pooled Contingency. North City Pure Water Pipeline had a deductive change order of \$20,737,940 resulting from de-scoping an asbestos-cement replacement group job.

Highlighted projects are necessary for partial flow commissioning.

	Construction - Bid & Award Amount			Change Orders				Total			
Project	W	WW	Total	W	WW	O&M	Total	W	WW	O&M	Total
Early Sitework	\$ 3,778,900	\$ 12,624,400	\$ 16,403,300	\$ 767,955	\$ 416,256	\$ -	\$ 1,184,211	\$ 4,546,855	\$ 13,040,656	\$ -	\$ 17,587,511
NC Pure Water Facility & NC Pure Water Pump Station	\$ 356,681,930		\$ 356,681,930	\$ 19,075,794	\$ -	\$ -	\$ 19,075,794	\$ 375,757,724	\$ -	\$ -	\$ 375,757,724
Morena Pump Station		\$ 110,386,350	\$ 110,386,350	\$ -	\$ 28,368,390	\$ 58,674	\$ 28,427,063	\$ -	\$ 138,754,740	\$ 58,674	\$ 138,813,413
Morena Northern Alignment & Tunnels	\$ 18,911,517	\$ 76,332,128	\$ 95,243,645	\$ 3,044,747	\$ 14,994,154	\$ -	\$ 18,038,900	\$ 21,956,264	\$ 91,326,282	\$ -	\$ 113,282,546
NC Pure Water Pipeline and Dechlorination Facility & Subaqueous Pipeline	\$ 123,456,027		\$ 123,456,027	\$ (2,413,478)	\$ -	\$ -	\$ (2,413,478)	\$ 121,042,549	\$ -	\$ -	\$ 121,042,549
NCWRP Expansion & PWF Influent Conveyance	\$ 94,106,182	\$ 161,031,818	\$ 255,138,000	\$ 45,254,735	\$ (37,080,437)	\$ 209,334	\$ 8,383,632	\$ 139,360,917	\$ 123,951,381	\$ 209,334	\$ 263,521,632
NC MBC Improvements		\$ 40,086,690	\$ 40,086,690	\$ -	\$ 4,452,312	\$ -	\$ 4,452,312	\$ -	\$ 44,539,002	\$ -	\$ 44,539,002
NCWRP EQ Basins		\$ 11,886,000	\$ 11,886,000	\$ -	\$ 441,637	\$ -	\$ 441,637	\$ -	\$ 12,327,637	\$ -	\$ 12,327,637
Morena Conveyance Southern & Middle	\$ 28,457,106	\$ 101,296,789	\$ 129,753,895	\$ 920,302	\$ 3,335,388	\$ -	\$ 4,255,690	\$ 29,377,408	\$ 104,632,177	\$ -	\$ 134,009,585
Miramar Reservoir Pump Station Improvements	\$ 12,692,000		\$ 12,692,000	\$ 517,257	\$ -	\$ -	\$ 517,257	\$ 13,209,257	\$ -	\$ -	\$ 13,209,257
Miramar Reservoir Automated In-Water Quality Monitoring System (AIWQMS)	\$ 1,000,000	\$ -	\$ 1,000,000	\$ -	\$ -	\$ -	\$ -	\$ 1,000,000	\$ -	\$ -	\$ 1,000,000
Penasquitos Pump Station Oxygenation System	\$ -	\$ 4,391,767	\$ 4,391,767	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,391,767	\$ -	\$ 4,391,767
	\$ 639,083,662	\$ 518,035,942	\$ 1,157,119,604	\$ 67,167,311	\$ 14,927,700	\$ 268,007	\$ 82,363,018	\$ 706,250,973	\$ 532,963,642	\$ 268,007	\$ 1,239,482,622



## Monthly Executive Director's Report December 2024 - Revised

The purpose of this report is to provide an update on the activities, progress, and outcomes related to the JPA's initiatives, including the development of the 2024 Draft Strategic Plan. It aims to ensure transparency, document key discussions and decisions, and keep all stakeholders informed of ongoing efforts and upcoming milestones.

During December, the Executive Director and the Executive Team focused primarily on the adoption of the Metro Wastewater JPA's Strategic Plan, their annual website update, and Metro Pump Station 2 CIP. A significant portion of the team's efforts also centered on fostering collaboration between the City of San Diego's legal team and the JPA's legal counsel to finalize the draft language for the Second Amended and Restated Agreement (SARA).

### **Key Tasks and Updates:**

#### **1. Adieu and Welcome**

We extend our heartfelt congratulations to Director Duncan on his recent election as Mayor of Coronado. With this new role and its increased responsibilities, Director Duncan will be stepping down from his appointment to the Metro Wastewater JPA/Commission (Metro JPA). His dedicated service, particularly as an active member of the Pure Water/SARA AdHoc committee, has been invaluable, and his contributions will be greatly missed.

At the same time, we are excited to welcome Amy Steward as Director Duncan's replacement on Metro JPA. Additionally, we are pleased to introduce Jessica "Jessyka" Heredia representing Lemon Grove and Michael Inzunza from Chula Vista as new alternate Directors from their agencies.

We look forward to collaborating with all of you and are here to support you as you transition into your new roles. Please don't hesitate to reach out if there's anything we can do to assist you.

Please remember to let our Board Secretary and myself know if you have new members representing your agencies. There is required paperwork to assume office and we want to make sure that everyone is welcomed and supported.

## **2. Increase in Mileage Reimbursement**

The Internal Revenue Service has announced that the optional standard mileage rate for automobiles driven for business will increase by 3 cents in 2025.

Beginning Jan. 1, 2025, the standard mileage rates for the use of a car, van, pickup or panel truck will be: 70 cents per mile driven for business use, up 3 cents from 2024.

Remember that Directors may claim mileage from their place of residence, business or City Hall to the Board Meetings on the per diem sheet that is passed around at each Board/Commission meeting. The new mileage rate will be used starting with the January 9 Board/Commission meeting.

## **3. Pure Water Program Annual Progress Report for 2024**

In accordance with the “Cooperative Agreement in Support of Pure Water San Diego,” the City of San Diego staff and consultants annually prepare a Progress Report. Significant milestones were reached this year as the overall project reached 70% completion for construction activities. The City continues to coordinate closely with the regulatory authorities on their review of a number of required submittals and high-level planning for the Phase 2 Central Area project as that study continues. The City of San Diego plans to begin commissioning of the Phase 1 facilities by the end of 2025. Below is a link to the Pure Water Program Annual Progress Report for 2024:

<https://www.sandiego.gov/sites/default/files/2024-12/pw-art-annual-report-121624-v12-1.pdf>

## **4. Upcoming North City Pure Water Construction Tours:**

Tours of the Pure Water Construction at North City are planned to be scheduled after the March and April JPA meetings per request of several Board members at the December Meeting. These are being coordinated by Doug Campbell, City of San Diego, and the JPA’s Executive Director. Each tour will be limited to 12 participants, as carts are used for most of the tour, including primary Board Members and TAC representatives. Further coordination discussions will occur at the January JPA/Commission and TAC meetings. To comply with Brown Act restrictions each tour will include no more than 6 Directors. Our Board Secretary will be coordinating the tour arrangements.

## **5. Informational Reports and Website Reminder:**

- The JPA maintains a website where valuable information about the Metro System, the Pure Water Program and the JPA can be easily accessed at <https://www.metrojpa.org/home>.



- During the months of December and January the website is being updated to include the most current information. This is an annual process we go through each year. If there is anything that you would like to see us include on our website, please contact us at [karyn@kezegroup.com](mailto:karyn@kezegroup.com).

#### 6. **2025 Draft Strategic Plan:**

- The JPA's 2025 Draft Strategic Plan was presented to the Board at their December meeting and was unanimously approved. A copy of the approved Strategic Goals and Objectives will be included in the New Director's Manual on the JPA's website in Section 6 once the website update is completed.
- During early 2025 these Goals and Objectives will be incorporated into a revised Strategic Plan and brought forward to Metro TAC and the Metro JPA Board for review and approval.

#### **Purpose of the Strategic Plan:**

The purpose of the Strategic Plan is to establish a clear vision, set priorities, and guide the Metro Wastewater JPA's efforts in achieving its goals. It serves as a roadmap for decision-making, resource allocation, and collaboration among stakeholders, ensuring that the JPA continues to operate efficiently, address emerging challenges, and meet the needs of its member agencies effectively.

#### 7. **Final Draft Second Amended and Restated Agreement (SARA) Language Review:**

**SARA Review and Revisions:** The City of San Diego's Attorney's Office has completed an initial review of SARA. During December the JPA's Attorney continued to meet with the City's attorneys to address language and philosophical differences, laying the groundwork for further staff discussions and alignment. While 90% of the City's revisions have been accepted by the JPA's Attorney the last 10% are still being discussed. Hopefully these will be resolved in January and a draft SARA document will be distributed in January to the Metro TAC members and Metro JPA Directors for review.

**Purpose:** This process is essential to ensure that the SARA reflects a unified approach and meets the strategic and operational needs of all stakeholders.

#### 8. **FAB Implementation:**

**Exhibit B Capacity Refinement for FAB Cost Allocations:** The JPA Executive Team continues to work closely with Public Utilities Department (PUD) staff (FAB working group) and their consultant to refine and finalize the FAB cost allocations and billing model. The new Exhibit B capacity figures provided by Metro TAC members, were incorporated into the model in December and a final draft model

is being reviewed by the FAB working group. The FAB working group continues to meet bi-weekly.

**Purpose:** This collaborative effort is critical to achieving accurate and equitable cost allocations across all participating agencies.

## **9. JPA Policies and Procedures Manual**

The Executive Director, the Treasurer, and Staff Accountant have created a draft Policies and Procedures Manual and met several times to review and revise during December. The fourth draft of the manual has been sent to the JPA's legal counsel for review and their input. The manual is on schedule to be reviewed by the Finance Committee at their January meeting.

**Purpose of a Policies and Procedures Manual:** The purpose of a Policies and Procedures Manual is to provide a clear and comprehensive framework for organizational operations. It establishes standardized guidelines and processes to ensure consistency, compliance with regulations, and effective communication. The manual serves as a reference for management and stakeholders, promoting accountability, efficiency, and alignment with the organization's mission and goals.

## **10. Inflow and Infiltration (I&I) Study:**

The I&I committee met on December 12<sup>th</sup> and discussed the progress on action items from the previous meeting including an evaluation of the existing rain gauge locations and meter basins. For the next meeting on January 23<sup>rd</sup> the committee plans to discuss any progress on gathering the necessary data for the study including further rain gauge locations and rainfall data from several storms.

## **11. Pump Station 2 Tour**

On December 17<sup>th</sup>, the engineering and legal Executive Team members received a tour of Pump Station 2 from City of San Diego staff. The tour was very informative, and the Executive Team was pleased to see the progress the City has made towards completing the Pump Station 2 Power Reliability Project and other station rehabilitation projects. There are now 5 power sources available at the site including three connections to SDG&E on three different grids, two natural gas generators rated for continuous operation, and two emergency diesel generators. As reported at the last JPA meeting, the City has also solved issues with a couple of pumps that were previously offline and is making considerable progress towards having all eight pumps back in service.

## Upcoming Meetings:

- **Special Metro JPA/Commission Meeting:**
  - **Date:** January 9, 2025
  - **Format:** In-Person, MOC Auditorium
  - **Main Topics:** Pump Station 2 and Closed Session
- **Metro TAC Meeting:**
  - **Date:** January 15, 2025
  - **Format:** Zoom
  - **Main Topics:** Pump Station 2 Update and Metro Wastewater Five-Year Forecast
- **Metro JPA Finance Committee Meeting**
  - **Date:** January 28, 2025
  - **Format:** Hybrid, MOC Conference Room
  - **Main Topics:** Draft Policies & Procedures Manual; FY 2026 JPA Budget Planning



## Monthly Metro TAC Chair Report January 2025

A summary of action items, presentations, discussions and updates heard at the regularly scheduled Metro Technical Advisory Committee held on January 15, 2025.

### **Action Items:**

**1. Consideration and possible action to approve the meeting calendar for 2025.**

- The TAC meeting calendar for the next year was unanimously approved with no deviations from the typical schedule.

**2. Appointment of new Metro TAC Chair and Vice Chair (Blake Behringer, Karyn Keze).**

- Blake Behringer was appointed the new TAC Chair and Joe Kuhn was appointed the new TAC Vice Chair with unanimous approval. Both have many years of experience both with TAC and in the sewer industry in general and their fellow TAC members thanked them and congratulated them on the appointment.

### **Presentations:**

**2. Pump Station 2 Year-In-Review (Charles Gastil, Jong Choi)**

- Charles Gastil with the City of San Diego gave a very thorough presentation on all of the CIP projects and maintenance activities that occurred at Pump Station 2 over the past year, as well as ongoing and future projects. The station was designed with a capacity of 432 mgd and includes 8 pumps, three influent channels with screening, and two force mains. To begin the year only one influent channel/screen and six pumps were active at the station. Since then, all influent channels/screens have been brought back online as well as seven out of eight pumps. The City used an emergency CIP project to bring these back online along with various other facilities that, while operating, had experienced wear and tear and could be preemptively rehabilitated/replaced. The City also completed a significant amount of in-house maintenance, such as rebuilding the liquid rheostats and pump rotating assemblies, cleaning Wet Well 1, and replacing all flow meters. In addition to these activities, the Power Reliability Project is nearing completion (scheduled July 2025), so the station now has five sources of power and two new VFDs. Finally, the City is in the preliminary stages of the planned

Pump Station 2 Improvement and Modernization Project which is planning to rehab the wet wells and influent channels, replace all pumps, drives, major valves, and motors (except the two replaced in the Power Reliability Project). In general, the City is trying to get ahead on station maintenance where they can and be better about keeping spare parts for critical items. Members of the Executive Team have recently toured the station and were generally pleased with the City's progress particularly as it relates to the Power Reliability Project.

### **3. Five-Year Financial Outlook (Adam Jones)**

- Adam Jones from the City of San Diego reported on the five-year financial outlook for the Metro JPA. He started with a recommendation that all Participating Agencies have the ability to pass through wholesale costs from the City in their rates. The major items impacting the five-year forecast are the increases in bid pricing results, increasing chemical and utility costs, and the nearing completion of Pure Water Phase 1 and the start of Phase 2, along with the other major planned CIP projects namely Pump Station 1 and 2.

#### **Discussion Items:**

##### **1. Pure Water Project Tour**

- Lori will be coordinating two tour dates for the North City Treatment Plants and Pure Water Facility (one in March and the other in April after the regularly planned JPA Board meetings) for JPA members and primary TAC members of the same PA.

#### **Standing Items to be Brought to JPA:**

Agenda Item 7: Metro Wastewater (General) (Lisa Celeya)

Agenda Item 8: Pure Water Program Update (Doug Owen)

Agenda Item 9: Metro Wastewater Financial (Adam Jones)

Agenda Item 10: JPA Executive Director (Karyn Keze)

## Metro Meetings:

### Recent Meetings

- **I&I Metro TAC Subcommittee:**
  - **Date:** December 12, 2024
  - **Format:** Zoom only.

### Upcoming Meetings

- **Metro JPA:**
  - **Date:** February 6, 2025
  - **Format:** In-Person only.
  - **Main Topic:** TBD
- **Metro TAC:**
  - **Date:** February 19, 2025
  - **Format:** Zoom only.
- **I&I Metro TAC Subcommittee:**
  - **Date:** January 23, 2025
  - **Format:** Zoom only.