

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

This Amendment (“**Amendment**”) to the Professional Services Agreement Between Metro Wastewater Joint Powers Authority and The Gavares Group dated July 19, 2024 (“**Agreement**”) is made and entered into this 6th day of February, 2025, by and between the parties to that Agreement, the METRO WASTEWATER JOINT POWERS AUTHORITY (hereinafter referred to as “**METRO JPA**”), a joint powers authority organized and operating pursuant to California Government Code section 6500 *et seq.*, and THE GAVARES GROUP, an independent contractor (hereinafter referred to as the “**CONTRACTOR**”), to furnish certain services as provided in this Amendment and upon the following terms and conditions. METRO JPA and CONTRACTORS shall collectively be referred to herein as the “**parties**” or individually as a “**party**.”

RECITALS

A. WHEREAS, METRO JPA and the CONTRACTOR did enter into an agreement on July 19, 2024, for the CONTRACTOR to provide services within the scope described in Agreement Attachment A – Scope of Work (“**Attachment A**”) and as authorized by METRO JPA; and

B. WHEREAS, Article 2.01 of the Agreement requires that any changes to the scope of the work identified in Attachment A must be authorized by METRO JPA in writing and shall be set forth as an amendment to the Agreement; and

C. WHEREAS, Article 9.03 of the Agreement further provides that any changes to the scope of services identified in Attachment A must be completed in a writing signed by the parties; and

D. WHEREAS, Both METRO JPA and the CONTRACTOR mutually desire to amend the Agreement to expand the scope of services identified herein as Attachment A-2;

NOW THEREFORE, in consideration of the mutual obligations of the parties herein expressed, METRO JPA and the CONTRACTOR hereby agree to amend the Agreement as follows:

AGREEMENT

1. Amendment to Scope of Work. The Agreement is amended to add the scope of work identified in the Proposal for Developing the Strategic Plan for the Metro Commission/Wastewater Joint Powers Authority, dated January 28, 2025, which proposal is attached hereto and incorporated herein as **Attachment A-2** (the “**New Scope**”). The New Scope includes the creation of a strategic planning document by the CONTRACTOR that incorporates METRO JPA’s revised mission statement, strategic goals, and objectives. CONTRACTOR agrees that, in exchange for the compensation set forth below, CONTRACTOR shall perform the work

set forth in the New Scope on a task-by-task basis upon the written request of METRO JPA's Executive Director.

2. Compensation. As consideration for performance of the New Scope of work, CONTRACTOR shall be paid an hourly rate of Two Hundred Fifty Dollars (\$250.00) for each hour of work performed, for a maximum of 31 hours of work. In no event shall CONTRACTOR be paid more than a total of Seven Thousand Seven Hundred Fifty Dollars (\$7,750.00) for the New Scope of work in the aggregate. This amount shall not be exceeded unless agreed upon through another written amendment to the Agreement executed by both parties. The parties agree that this compensation was developed in accordance with the customary and prevailing compensation level in the community and surrounding area for comparable services. CONTRACTOR and the METRO JPA agreed to this amount through an arm's length negotiation between the parties. Payment of expenses and invoices shall occur pursuant to the terms set forth in Section 3 of the Agreement.

3. Term. CONTRACTOR shall begin work on the New Scope upon receipt of a Notice to Proceed delivered in writing by the METRO JPA Executive Director. The Agreement shall terminate upon completion of New Scope of work, or when the METRO JPA Executive Director notifies CONTRACTOR that METRO JPA desires to terminate the Agreement, whichever is sooner.

4. 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.

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

IN WITNESS WHEREOF, this Amendment to the Agreement is hereby executed by METRO JPA and by the CONTRACTOR effective on the day and year first written above.

**METRO WASTEWATER
JOINT POWERS AUTHORITY:**

THE GAVARES GROUP:

By: _____
Jerry Jones
Board Chair

By: _____
John Gavares
President

Attachment A-2

**Proposal for Developing the Strategic Plan for the Metro Commission/Wastewater Joint
Powers Authority, dated January 28, 2025**

THE GAVARES GROUP

Increasing Organizational Effectiveness

January 28, 2025

Chair Jerry Jones
276 4th Avenue
Chula Vista, CA 92910

Re: Proposal for Developing the Strategic Plan Document for the METRO Commission/ Wastewater Joint Powers Authority

Dear Chair Jones,

Thank you for the opportunity to assist the San Diego METRO Commission/Wastewater Joint Powers Authority (MC/JPA) in developing its 2025 strategic plan. This proposal provides an overview of the project goals, desired outcomes and associated costs.

I. Understanding of the Project and Desired Outcomes

In 2024, the MC/JPA revised its mission statement, strategic goals, and objectives through an inclusive, data-driven process that incorporated surveys, interviews, and collaborative committee discussions. The Metro Wastewater JPA has requested the creation of a strategic planning document that incorporates these updates while providing clear and comprehensive context. This updated document will serve as a roadmap for the MC/JPA, outlining its mission, strategic goals, organizational structure, key accomplishments, and anticipated challenges and opportunities ahead.

II. Scope of Services and Associated Range of Hours

My proposed approach includes the following:

Scope of Services		
	Description	Hours
I.	Initial Draft of Strategic Plan Document	10 – 15
1	Develop Document: Develop an initial draft of the strategic planning document, including: <ul style="list-style-type: none">➤ Insert the new mission statement and strategic goals and objectives into the document➤ Develop draft update of the Chair’s message, organizational chart, and other sections as needed	6 - 8
2	Meeting with Chair and Director: Collaborate with the Director and Chair to review and develop Project Plan,	2

John Gavares, The Gavares Group
3094 Olive Street
San Diego, CA 92104

Website: www.gavaresgroup.com
E-mail: johngavares@cox.net
Phone: 619-980-1887

	document format, and initial draft	
3	Post-Meeting Follow-up: Create a written summary of agreements, action items and discussion notes	1
4	Revise Document: Update the SP document based on input	1 - 4
II.	Zoom Presentation to Metro TAC	3 - 5
1	Meeting with Chair and Director: Meet with the Chair and Director for review of agenda (Includes prep)	1 - 2
2	Preparation: Finalize preparation, including development of handouts and PowerPoint slides	1 - 2
3	Present to TAC: Present draft 2025 Strategic Goals and Objectives to the Metro TAC	1
III.	Presentation #1 to Metro JPA	5 - 11
1	Meeting with Chair and Ex. Director: Met with Chair Jones and Director Keze to prepare for JPA presentation	1 - 2
2	Preparation: Finalize preparation, including development of agenda packet documents and PowerPoint slides	1 - 2
3	Metro JPA Workshop: Deliver presentation and facilitate discussions. Gather input and feedback. Seek approval if possible.	1
4	Post-Workshop Follow-up: Create a written summary of agreements, action items and discussion notes	1 - 2
5	Revise Document: Update the document based on input	1 - 4
	Total	18 – 31

III. Cost of Services

The fee for this project ranges from \$4,500 to \$7,750, based on a rate of \$250/hour (\$2,000/day). Billing will reflect actual hours worked, as detailed above.

IV. Next Steps:

I look forward to collaborating with MC/JPA to complete and approve the strategic plan document.

Please contact me at 619-980-1887 or johngavares@cox.net for any questions or to discuss next steps.

Sincerely,

John Gavares
The Gavares Group

John Gavares, The Gavares Group
3094 Olive Street
San Diego, CA 92104

Website: www.gavaresgroup.com
E-mail: johngavares@cox.net
Phone: 619-980-1887

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

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

**ARTICLE 1
TERM OF AGREEMENT**

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

**ARTICLE 2
SCOPE OF WORK**

Specific Services

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

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

Standard of Performance

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

ARTICLE 3 COMPENSATION

Compensation for Work Performed Under This Agreement

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

Payment of Expenses and Monthly Invoices

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

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

ARTICLE 4 RELATIONSHIP OF PARTIES

Independent Contractor

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

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

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

Non-Exclusive Relationship

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

ARTICLE 5 OBLIGATIONS OF CONTRACTOR

Compliance with Laws/Rules

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

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

Indemnity, Hold Harmless, and Defense

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

Notice of and Participation in Third Party Claims

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

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

Insurance

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

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

Conflict of Interest

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

Assignment/Subcontracting

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

ARTICLE 6 OBLIGATIONS OF METRO JPA

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

ARTICLE 7
TERMINATION OF AGREEMENT

Termination for Cause

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

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

Termination Without Cause

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

ARTICLE 8
PROPRIETARY AND CONFIDENTIAL INFORMATION

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

ARTICLE 9
GENERAL PROVISIONS

Notices

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

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

To METRO JPA: Metro Wastewater JPA
P.O. Box 1072
National City, CA 91951
Email: ExecutiveDirector@metrojpa.com
Attention: Executive Director

To CONTRACTOR: The Gavares Group
3094 Olive St.
San Diego, CA 92104
Email: johngavares@cox.net
Attention: John Gavares

Entire Agreement of the Parties

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

Amendment

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

Partial Invalidity

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

Attorneys’ Fees

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

Ownership of Documents and Materials

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

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

Audits

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

Counterparts

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

Provisions Required by Law

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

Governing Law

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

Jurisdiction and Venue

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

No Waiver

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

False Claims

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

Signature Authority

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

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

**METRO WASTEWATER
JOINT POWERS AUTHORITY:**

DocuSigned by:

EA3367DA2B0F471...
Signature

Jerry Jones

Name

Chair, Metro Wastewater JPA

Title

July 19, 2024

Date

THE GAVARES GROUP:


Signature

John Gavares

Name

President

Title

July 4, 2024

Date

Attachment A – Scope of Work

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

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

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

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

Desired Outcomes:

1. Develop understanding amongst the newer members of the Metro Commission as to the mission and history of Metro Commission/METRO JPA, the top issues on the horizon, and the strategic goals and initiatives of the Metro Commission/METRO JPA.
2. Review the 2020 Strategic Plan Goals and Initiatives and agree on any additions, deletions or modifications needed.
3. Develop a 2025 Strategic Planning document.

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

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

5	Meeting with Chair: Meet with the METRO Commission Chair Jones for post-meeting debriefing and action planning.	0 - 1
VI.	Finalize Strategic Plan Document Approval	5 – 16 / \$1,250 - \$4,000
1	Develop Document: Develop, in partnership with subject matter experts, the strategic planning document.	5 - 10
2	Present to TAC: Present draft 2020 Strategic Plan to the Metro TAC on Sept 8 th , getting approval for the proposed Strategic Goals and Initiatives.	0 - 2
3	Present to Metro JPA: Present draft 2020 Strategic Plan to Metro JPA.	0 - 2
4	Revise and resubmit the Strategic Plan document based on decisions and direction of Metro JPA.	0 - 2
	Total	29 – 61 / \$7,250 - \$15,250

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