



**Metro Finance Committee
REGULAR MEETING**
(Finance Advisory Committee to Metro JPA)

Physical Location: 9192 Topaz Way, San Diego, MOC II Conference Room 2B

TO: Finance Committee Members and Metro JPA

DATE: Monday, March 24, 2025

TIME: 10:00 a.m.

Note: Any member of the public may attend this meeting and provide comments to the Metro Finance Committee on any agenda item, or on a matter not appearing on the agenda, but within the jurisdiction of the Committee. Public comments must be submitted in either of the following manners:

1. Written Comments. Written public comments must be submitted prior to the start of the meeting to Lorimetrojpa@gmail.com. Please indicate whether your comment is on a specific agenda item or a non-agenda item. Comments are limited to four hundred (400) words. It is requested that comments and other information be provided at least two (2) hours before the start of the meeting. All comments received by such time will be provided to the Committee members in writing. In the discretion of the Chair, the first five (5) comments received on each agenda item, or on non-agenda matters, may be read into the record at the meeting. Comments received after the two (2) hour limit will be collected, sent to the Finance Committee members in writing, and be part of the public record.

2. Providing Oral Comments During the Meeting. For those attending in person, 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. To provide comments remotely during the meeting, join the Teams meeting by computer, mobile phone, or dial-in number and use the "Raise Hand" feature. This will notify the Chair that you wish to provide public comments in real time during a specific item on the agenda or during the general Public Comment portion of the meeting. If joining the meeting using the TEAMS dial-in number, you can raise your hand by pressing *9. Comments will be limited to three (3) minutes. When providing comments to the Finance Committee, it is requested that you provide your name and city of residence for the record. Those commenting are requested to address their comments to the Finance Committee members through the Chair.

If you have anything that you wish to be distributed to the JPA/Commission, please provide it to the Secretary via lorimetrojpa@gmail.com, who will distribute the information to the members.

The public may choose to participate in person or remotely by virtual means. For audio of meeting use the call-in phone numbers below and for video use the Teams link below.

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THIS NOTICE HAS BEEN DISTRIBUTED TO THE METRO FINANCE COMMITTEE MEMBERS and METRO DIRECTORS (for information only)

1. **Roll Call**
2. **Public Comments**
Persons speaking during Public Comment may address the Metro Finance Committee on any subject matter within the jurisdiction of the Metro Finance Committee that is not listed as an agenda item. Comments are limited to three (3) minutes.
3. **ACTION:** Approval of Agenda (FC Chair De Hoff)
4. **ACTION:** Consideration and Possible Action to Approve the Minutes from the January 28, 2025 Finance Committee Regular Meeting (**Attachment**)
5. **DISCUSSION/ACTION:** Consideration of and Possible Action to Recommend the Establishment of a Social Media Presence for the Metro JPA (Director Robak)
6. **ACTION:** Consideration and Possible Action to Recommend Approval of the Policies & Procedures Manual (Rod Greek/Lee Ann Jones-Santos/Karyn Keze) (**Attachment**)

7. **ACTION:** Consideration and Possible Action to Recommend to the Metro Wastewater JPA Approval of the FY 2026 JPA Budget (Rod Greek/Karyn Keze/Lee Ann Jones-Santos) **(Attachment)**
8. **ACTION:** Consideration and Possible Action to Recommend to the Metro Wastewater JPA Approval of the Following Items Relating to FY 2026 JPA Budget:
 - a. Third Amendment to Professional Services Agreement with The Keze Group, LLC for Executive Director Contract (Adriana Ochoa) **(Attachment)**
 - b. Amendment to Professional Services Agreement with Rodney Greek CPA for Treasurer Services with Lee Ann Jones-Santos (Adriana Ochoa/Karyn Keze) **(Attachment)**
 - c. Professional Services Agreement with CliftonLarsonAllen (CLA) for JPA Auditing Services (Rod Greek/Lee Ann Jones-Santos/Karyn Keze) **(Attachment)**
9. Review of Items to be Brought Forward to the Metro Commission/Metro JPA
10. Other Business of the Finance Committee
11. Adjournment

The Next Finance Committee Meeting is scheduled for April 22, 2025 at 10 a.m. if needed.

The Metro Finance Committee may act on any item listed on the agenda whether it is listed "for action" or not.

Materials provided to the Metro Finance Committee related to any open-session item on this agenda are available for public review by contacting Executive Director Karyn Keze (619) 733-8876 during normal business hours.

In compliance with the AMERICANS WITH DISABILITIES ACT

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



Metro Wastewater JPA Finance Committee Meeting
January 28, 2025
Minutes

The meeting was called to order: 10:02 a.m. by Committee Chair De Hoff

1. ROLL CALL

Committee Members' Present:

Peter De Hoff, Poway (Chair)
Jerry Jones, Lemon Grove Sanitation District (Vice Chair)
Ditas Yamane, National City
Mark Robak, Otay Water (arrived at 10:11 a.m.)
Mitch McKay, City of Imperial Beach
Jose Preciado, City of Chula Vista (Alternate) (arrived at 10:15 a.m.)

Committee Members Absent:

None

Support Staff:

Karyn Keze, Executive Director, The Keze Group, LLC (remote)
Adriana Ochoa, General Counsel, Snell & Wilmer Law
Rodney Greek, Metro JPA CPA/Treasurer (remote)
Lee Ann Jones-Santos, Metro JPA Assistant Treasurer, El Cajon
Lori Anne Peoples, Metro Secretary

Others:

Blake Behringer, Metro TAC Chair (remote)
Joe Kuhn, Metro TAC Vice Chair (remote)

General Public:

None

2. PUBLIC COMMENT

There were no public comments.

3. ACTION: APPROVAL OF THE AGENDA

ACTION: Motion by Director Yamane, seconded by Vice Chair Jonest to approve the Agenda as is. Motion carried as follows:

AYES: De Hoff, McKay, Jones, Yamane
NAYS: None
ABSTAIN: None
ABSENT: Preciado, Robak

Director Robak arrived at 10:11 a.m.

4. ACTION: CONSIDERATION AND POSSIBLE ACTION TO APPROVE MINUTES FROM THE APRIL 23, 2024, REGULAR FINANCE COMMITTEE MEETING

General Counsel Ochoa noted that the Request for Remote Appearance for Director Yamane should be attached to the Minutes. Secretary Peoples stated she would correct that.

ACTION: Motion by Vice Chair Jones, seconded by Director McKay, to approve the Minutes as corrected. Motion carried as follows:

AYES: De Hoff, McKay, Jones, Yamane, Robak
NAYS: None
ABSTAIN: None
ABSENT: Preciado

Director Preciado arrived at 10:15

5. ACTION: FINANCIAL POLICIES MANUAL

Executive Director Keze introduced JPA Treasurer Rod Greek who had been instrumental in preparing the manual. Mr. Greek provided a brief PowerPoint presentation.

Discussion and action on the individual policies, procedures and protocol were as follows:

Policy 1 – Director Robak requested a redline be provided so the changes were clear. General Counsel Ochoa recommended the addition of electronics communication procedure methods to include if a records request of an individual Director were made, they would sign an affidavit acknowledging that they have provided all appropriate records (Ms. Ochoa will provide the proper wording to be included). This item was

continued to the next meeting to provide a redline to the committee members.

Policy 2 – Executive Director Keze noted that this item remained the same other than a few minor edits and a typo correction. General Counsel Ochoa noted that the JPA does not have a Social Media presence. Director Robak suggested a change to 2nd paragraph. General Counsel Ochoa stated it should be left as is. Consensus was not to make the proposed change.

Policy 3 – Director McKay noted a correction on page 4, being item 6 was missing F. Mr. Greek noted that even if policy is approved, no direct deposit forms will be provided to Directors until process is tested with the bank. When it is ready, it will be brought back for JPA approval and implementation, approximately 90 days after approval of the manual.

Policy 4 – Consensus was that this policy was good as is.

Policy 5 - A typo of moneys vs monies was noted on page 4 of 4.

Policy 6 – This is a brand-new policy recommended by Executive Director Keze who feels it necessary. Concurrence to include this new policy and to limit Emergency Fund purchase limit to \$10,000.

Procedure 1 - This procedure is included as more of an answer for TAC members per Attorney General Law. Consensus was that Procedure 1 was good as it is.

Procedure 2 – This procedure is to memorialize what is done at the end of each year to present to auditors. Consensus was that Procedure 2 was good as it is.

Procedure 3 – Executive Director Keze provided a brief overview. Consensus was that Procedure 3 was good as is.

Reso. 2025-01 – This resolution was noted to be coming soon from the February Board Meeting. Consensus was that there was nothing to discuss at this time.

Protocol 1 – Executive Director Keze noted that this Protocol had been in effect since 2010 and served the JPA extremely well by keeping annual Metro rates moderated. There have been no changes to the Protocol since 2010 and it is already an attachment to the adopted Amended and Restated Agreement (ARA) and thus fully approved by the Board. No action is needed.

6. ACTION: COMPUTER PURCHASE FOR TREASURER

Executive Director Keze stated that, historically, the JPA has provided a computer for the Board Secretary. She proposed the purchase of a computer for the Treasurer to ensure that all JPA documents are maintained in a centralized system. This would facilitate the seamless transfer of records to future successors, improving continuity and efficiency in document management.

ACTION: Motion by Director McKay, seconded by Vice Chair Jones, to approve the request with Executive Director Keze to write a policy for equipment owned by the JPA. Motion carried as follows:

AYES: De Hoff, Preciado, McKay, Jones, Yamane, Robak
NAYS: None
ABSTAIN: None
ABSENT: None

7. ACTION: TREASURERS REPORT ENDING DECEMBER 1, 2024 – FY 2025 MID-YEAR BUDGET REVIEW

Assistant Treasurer Lee Ann Jones-Santos presented the 2nd Quarter Treasurer's report for December 31, 2024. She noted the JPA was on target for budget with many expense categories under budget. Executive Director Keze stated that this was the 1st time we had a financial report on time as there is a requirement that they be posted 30 days after the quarter's closure. She attributed this to our new Treasury staff and thanked them for all the improvements they have made in the JPA's financial management.

ACTION: Motion by Director Yamane, seconded by Vice Chair Jones, to recommend approval of the Treasurers Report ending December 1, 2024 - FY 2025 Mid-Year Budget. Motion carried as follows:

AYES: De Hoff, Preciado, McKay, Jones, Yamane, Robak
NAYS: None
ABSTAIN: None
ABSENT: None

8. ACTION/INFORMATION: FY 2026 JPA BUDGET/SUCCESSION PLANNING

a. Preliminary Budget Schedule

Director Keze provided a brief overview of the proposed Finance Committee meeting schedule which she noted appeared at the bottom of the agenda. To

accommodate a Directors schedule, it was proposed the meeting of March 25th be changed to March 24 at 10 a.m.

ACTION: It was the consensus of the Finance Committee members to approve the change.

b. Contract Status/Succession Planning

Executive Director Keze stated that there is one more year on all of the consultant contracts which will then expire June 30, 2026.

i. CLA (Auditor Contract)

Treasurer Greek stated that CLA was willing to extend their contract at the same price and General Counsel Ochoa stated that this was allowed.

ACTION: Motion Director McKay, seconded by Vice Chair Jones to approve the continuance of the contract. Motion carried as follows:

AYES: De Hoff, Preciado, McKay, Jones, Yamane, Robak

NAYS: None

ABSTAIN: None

ABSENT: None

ii. Executive Director Contract

General Counsel Ochoa provided a brief overview of the Executive Director contract which is set to expire in 2025. Staff are proposing to continue this contract to coincide with the Keze Group contract which expires in 2026.

Director Preciado proposed extending the contract and forming a subcommittee to work on succession planning for after 2026.

ACTION: Motion Director McKay, seconded by Director Yamane to extend the contract to align the dates and form a subcommittee to work on succession planning. Motion carried as follows:

AYES: De Hoff, Preciado, McKay, Jones, Yamane, Robak

NAYS: None

ABSTAIN: None

ABSENT: None

Vice Chair Jones proposed the inclusion of creation of a Second Vice Chair to the JPA and General Counsel stated that this could be voted on at the February JPA meeting when voting on 2 terms for officers.

iii. Treasurer's Contract

Executive Director Keze noted that this contract would be primarily the same wording but with the addition of "by one optional year" so that it too would expire with all the other contracts in 2026.

ACTION: Motion Vice Chair Jones, seconded by Director McKay, to extend the Treasurer's contract to 2026 to align with all other 4-year contracts. Motion carried as follows:

AYES: De Hoff, Preciado, McKay, Jones, Yamane, Robak
NAYS: None
ABSTAIN: None
ABSENT: None

c. Modifications to Board Per Diem Policy

General Counsel Ochoa noted that at the prior JPA meeting, Director Preciado had requested JPA Alternates receive Per Diem's for attendance at meetings and mileage. This would also include attendance for facility tours, orientations etc.

Executive Director Keze noted that under current policy, the Alternates are currently compensated when the Primary cannot attend and they act in their capacity. However, when the Primary is present and the Alternate attends the meeting, they have not been. She requested that the Finance Committee consider recommending to the JPA Board that alternates be compensated if they attended any JPA/Commission Meeting even if the Primary was present.

Director Preciado expressed his hopes that this would encourage Alternates to attend so that they would always be up to speed to act if the Primary could not attend.

General Counsel stated that this action would require a resolution stating that Alternates would be paid full compensation and mileage for attending meetings, orientations, training, and tours.

Discussion followed regarding whether they should receive the same rate as the Primary representatives. Consensus of the Finance Committee members was that they should receive the same.

ACTION: Motion Director Preciado, seconded by Director Yamane, to compensate Alternates for attendance at meetings, tours, and orientations at the same rate as Primary members. Motion carried as follows:

AYES: De Hoff, Preciado, McKay, Jones, Yamane, Robak
NAYS: None
ABSTAIN: None
ABSENT: None

Executive Director Keze noted that this could potentially increase the Per Diem budget by \$24,000.

d. Creation of JPA Second Vice Chair Position

As previously noted under Item 8bi, this will be handled at the next JPA meeting when officers are elected.

ACTION: It was the Consensus of the Finance Committee members to recommend to the JPA the addition of a Temporary Second Vice Chair Position.

9. ACTION: PROPOSAL FOR DEVELOPING THE STRATEGIC PLAN DOCUMENT FOR THE METRO WASTEWATER JPA

Executive Director Keze stated that this was an amendment to the original contract via a proposal to incorporate the new goals and objectives into a full Strategic Plan document as requested by several Directors. This was not included in the original scope of work of the strategic planning consultant.

Director McKay left the meeting

Director Robak suggested that JPA staff complete this project.

ACTION: Motion Director Preciado, seconded by Vice Chair Jones, to accept the proposal. Motion carried as follows:

AYES: De Hoff, Preciado, Jones, Yamane
NAYS: Robak
ABSTAIN: None
ABSENT: McKay

10. INFORMATION: ACTION TO APPROVE CHANGES TO AUTHORIZED BANKING SIGNATORIES

An overview was provided on the need to remove the current, no longer JPA members as bank signatories and add current members. This will be done in a resolution. Those appointed to signatory will need to go to the bank in person to sign onto our accounts.

ACTION: Motion Director Preciado, seconded by Director Yamane, for General Counsel to prepare a resolution, to include the recommended positions with the actual individual names and remove all prior signatories. Motion carried as follows:

AYES: De Hoff, Preciado, Jones, Yamane

NAYS: None

ABSTAIN: None

ABSENT: McKay

11. REVIEW OF ITEMS TO BE BROUGHT FORWARD TO THE METRO JPA/METRO COMMISSION

Resolution No. 2025-1 Establishing a Reserve Policy; Resolution No. 2025-2 Establishing the Compensation of Directors to change to add Alternates; and the Creation of a Succession Planning Ad Hoc; Amendment to Gavares contract scope of work in the amount of \$7,750 for a Strategic Planning document.

12. OTHER BUSINESS OF THE FINANCE COMMITTEE

Director Robak requested an item be brought forward to create a social media presence for the JPA.

13. ADJOURNMENT: There being no further business, Committee Chair De Hoff declared the meeting adjourned at 12:15 p.m.

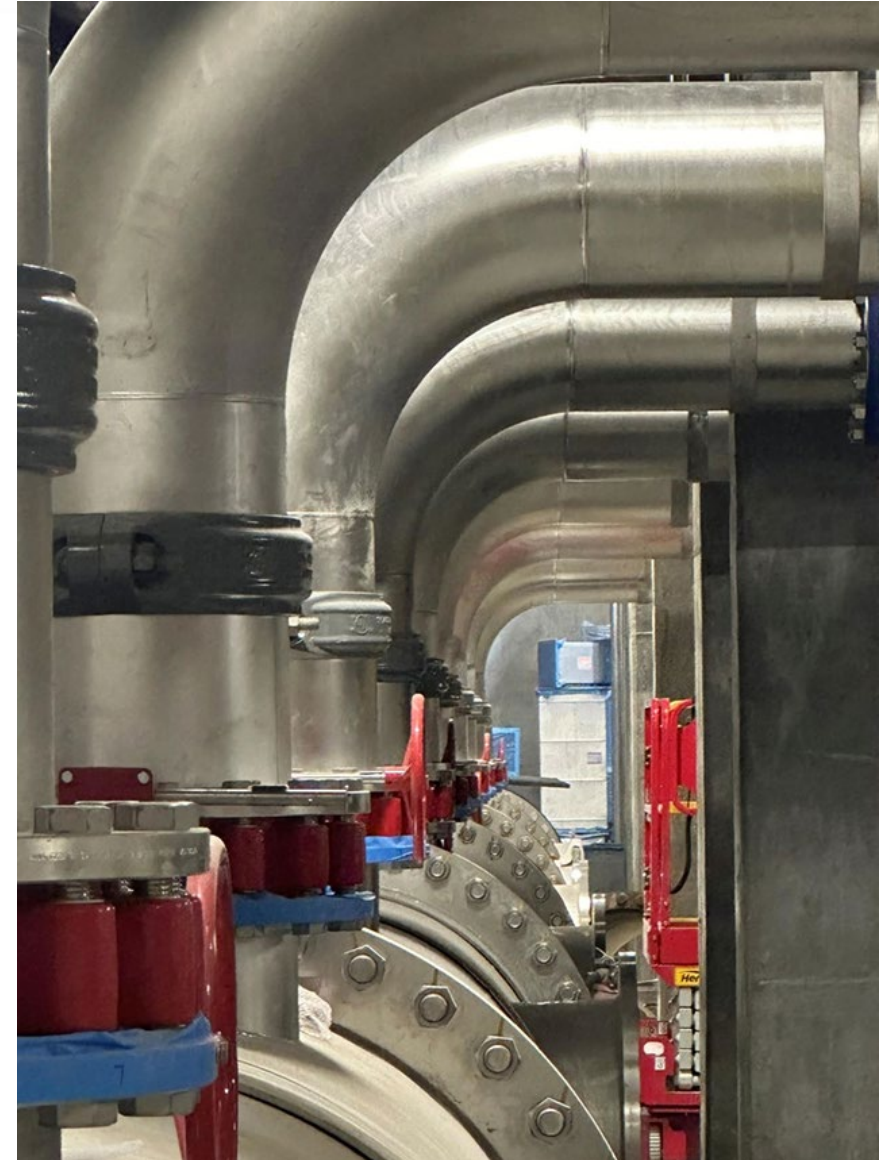


Metro Wastewater Joint Powers Authority
Proactively Addressing Regional Wastewater Issues for the Public Benefit

FINANCIAL POLICIES MANUAL



Metro Wastewater JPA
Finance Committee Meeting
March 24, 2025





Metro Wastewater Joint Powers Authority

Proactively Addressing Regional Wastewater Issues for the Public Benefit

- Financial Policies Manual first presented to this Committee in January 2025
 - Committee requested a redline copy for easier review
 - Redline captures:
 - Edits made prior to the January meeting as well as from requests made during the January meeting
 - Updated Resolutions 2025-01 Establishing a Reserve Fund & 2025-02 Establishing Compensation for Directors
 - (both approved Feb 6, 2025)
 - Added Procedure 3 – Banking Authorization Procedure
- Redline was provided to Finance Committee members for review and comment.
- We are here today to answer any questions you may have regarding the redline and Financial Policies Manual as presented.



Metro Wastewater Joint Powers Authority

Proactively Addressing Regional Wastewater Issues for the Public Benefit

- One stop shop for all financial policies & procedures
 - Replaces existing policies & procedures (14.1 through 14.8)
 - With minor edits to some
 - Eliminates draft section of 14.1 Protocol 1 (Debt Service & Operating Reserve Calculation)
 - 2 new Policies, 2 new Procedures
 - Investment Policy & Purchasing Policy
 - Year-end Closing Procedures & Banking Authorization Procedure
 - Major revisions to Policy 3 to allow for electronic payment processing



Metro Wastewater Joint Powers Authority

Proactively Addressing Regional Wastewater Issues for the Public Benefit

TABLE OF CONTENTS:

- I. POLICY 1 – Records Retention**
- II. POLICY 2 – Social Media**
- III. POLICY 3 – Manual and Electronic Payment/Transfer Policy**
- IV. POLICY 4 – Meetings Meal Policy**
- V. POLICY 5 – 2025 Investment Policy**
- VI. POLICY 6 – Purchasing Policy**
- VII. PROCEDURE 1 – Guidelines for Staff in Closed Sessions**
- VIII. PROCEDURE 2 – Fiscal Year End Closing Procedures**
- IX. PROCEDURE 3 – Banking Authorization Procedure**
- X. RESOLUTION 2025-01 Establishing a Reserve Fund**
- XI. RESOLUTION 2025-02 Establishing Compensation for Directors**
- XII. PROTOCOL 1 – Debt Service and Operating Reserve
Calculation (City of San Diego)**



Metro Wastewater Joint Powers Authority

Proactively Addressing Regional Wastewater Issues for the Public Benefit

- Policy 1 – Records Retention (14.2)
 - Removed items unrelated to JPA operations
 - Reduced schedule from 33 pages to now only 14 pages
 - Employee items, Utility operational items, election items
- Policy 2 – Social Media (14.3)
 - References to employees updated
- Policy 3 – Manual & Electronic Payment/Transfer Policy (14.4)
 - Major additions to incorporate electronic payments/transfers as an option.
 - Section 5 includes previous policy guidelines with modifications to incorporate what is actually happening.



Metro Wastewater Joint Powers Authority

Proactively Addressing Regional Wastewater Issues for the Public Benefit

- Policy 4 – Meetings Meal Policy (14.8)
 - Added Purpose and Objective
 - Eliminated Fiscal Year specific information & incorporated more generic guidelines for how to budget for these expenses.
- Policy 5 – 2025 Investment Policy
 - Safety; Liquidity; Yield
 - LAIF; County of San Diego Treasury; Money Market Funds
- Policy 6 – Purchasing Policy
 - Transparent; Fair; Cost Effective; Accountable
 - Section 4 – Authority & Responsibility
 - Section 5 – Delineates various contracting level requirements



Metro Wastewater Joint Powers Authority

Proactively Addressing Regional Wastewater Issues for the Public Benefit

- Procedure 1 – Guidelines for Staff in closed sessions (14.5)
- Procedure 2 – Fiscal Year End Closing Procedures
 - New Procedures to ensure smooth close-out of each fiscal year.
- Resolution 2023-2 Establishing Compensation for Directors (14.7)
- Resolution 2025-01 Establishing a Reserve Fund (14.6)
- Resolution 2025-02 Establishing Compensation for Directors (14.7)
- Protocol 1 – Debt Service & Operating Reserve Calculation
(City of San Diego)
 - Removed Draft document sections



Metro Wastewater Joint Powers Authority

Proactively Addressing Regional Wastewater Issues for the Public Benefit

- Requested Action:
 - Approve
 - Forward to TAC for review and comment.
 - Forward to the Metro JPA Commission for Adoption.



MEMORANDUM

TO: Board of Directors, Metro Wastewater JPA
FROM: Karyn Keze, Executive Director
DATE: March 19, 2025
SUBJECT: FY 2026 Operating Budget Transmittal

The Metro Wastewater JPA's (Metro JPA) annual Operating Budget remains a straightforward and simple document. While the JPA's Directors and Metro TAC staff regularly engage with complex issues and high-value capital projects, the JPA itself functions efficiently through consultant contracts. This operational model eliminates many of the traditional expenses seen in public agency budgets, as there are no employees or fixed assets and, consequently, fewer layers of administrative costs, including insurance.

Enclosed are the following attachments comprising our FY 2026 Operating Budget:

- **Attachment 1:** FY 2025 Projected Budget vs. Actuals
- **Attachment 2:** FY 2026 Proposed Operating Budget
- **Attachment 3:** FY 2026 Budget Funding

This memo provides a brief overview of each attachment. A more detailed discussion, including cost allocations, will take place during our meeting on Monday, March 24, 2025.

FY 2025 PROJECTED BUDGET VS. ACTUALS (ATTACHMENT 1)

Current spending trends indicate that we will conclude FY 2025 in a significantly improved financial position compared to year-end FY 2024. Table 1, from the FY 2025 budget, shows the projected FY 2024 Year-End cash balance to only be \$8,827 over our required Operating Reserve at that time.

Table 1: FY 2024 Reserve and Cash Summary

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

However, with the full funding of the FY 2025 Operating Budget and the establishment and funding of a Contingency Reserve, the JPA is projected to enter FY 2026 with a much stronger financial standing. Table 2 provides a summary of our projected cash position as of June 30, 2025.

Table 2: FY 2025 Reserve and Cash Summary (Unaudited)

Fund Balance at 6/30/24	\$ 298,225
Projected Net Income FY '25	234,076
Projected 6/30/25 Fund Balance (a)	\$ 532,301
Less 4 Months Operating Expenses FY '25	(275,637)
Amount over Required Reserve	\$ 256,665
Plus:	
Contingency Reserve (b)*	\$ 197,714
Total Projected Reserves & Cash (a+b)	\$ 730,015
*Contingency Reserve is 3-months worth of operating cash	

Attachment 1 presents a detailed, line-item breakdown of budget projections based on current and anticipated expenditures. However, with the release of the Draft Second Amended and Restated Agreement (SARA) on March 18, 2025, and the onset of the implementation process, there may be unforeseen increases in consultant costs.

FY 2026 PROPOSED OPERATING BUDGET (ATTACHMENT 2)

Attachment 2 outlines the recommended draft budget, developed by JPA Treasury and Financial staff. Most line items are rebudgeted at the same levels as FY 2025 due to ongoing consultant contracts, which are now in the final year of their four-year agreements. The primary increases in the FY 2026 budget include:

1. **JPA Audit Fees** – A bi-annual audit of the JPA financial statements is required, with the FY 2024/2025 audit to be completed in FY 2026.
2. **Meeting Expenses** – Increased based on the expected number of meetings.

3. **Board Member Per Diems** – Adjusted to account for an increased number of meetings, alternate Board member attendance, and a 5% cost-of-living adjustment (COLA) in the meeting per diem prate.
4. **Printing, Postage, and Supplies** – Increased based on projected office supply needs.

Alternatively, two major contracts have been removed from the budget:

1. **NV5** – With the completion of the Draft SARA document and the retirement of Scott Tulloch, engineering support needs are reduced, eliminating the necessity of this contract. It is not anticipated that additional engineering services will be needed in the future other than those provided by Wilson Engineering.
2. **Strategic Planning** – This was a one-year project contract and will be completed in FY 2025.

As a result of these adjustments, the FY 2026 draft budget reflects a modest increase of \$6,602 over FY 2025, representing less than a 1% change (0.08%).

Table 3: FY 2025 Versus FY 2026 Budget Summary

Budget Category	FY 2025	FY2026
Administration and Finance	\$ 295,700	\$ 322,800
General and Administrative Exper	\$ 13,485	\$ 14,632
Professional Services	\$ 517,725	\$ 496,080
	<u>\$ 826,910</u>	<u>\$ 833,512</u>
<i>Difference</i>		\$ 6,602

FY 2026 BUDGET FUNDING (ATTACHMENT 3)

As outlined in Attachment 3, the Metro JPA budget is funded primarily through two sources: Nonoperating revenues (reimbursements from the City of San Diego for administrative expenses and interest income), and membership dues. The majority of funding for the JPA budget is derived from the membership dues, which are allocated based on the City of San Diego's annual January Metro Budget estimate cost allocations to each Participating Agency (PA). This estimate is determined by the anticipated flows and strengths of each PA and their Exhibit G Pure Water cost allocation. The JPA's budget allocation follows this same methodology.

Attachment 3 provides a comparative summary of membership dues over the past two years and the projected budget funding for FY 2026. It should be noted that Metro cost allocations can vary from year to year based on each agencies estimated flows and strengths that they report to the City of San Diego in proportion to all of the other Metro agencies.

We look forward to discussing these budget details further at our upcoming meeting. Should you have any questions in advance, please feel free to reach out.

Sincerely,

A handwritten signature in black ink that reads "Karyn Keze". The script is fluid and cursive, with the first letters of each name being capitalized and prominent.

Karyn Keze

karyn@kezegroup.com

619-733-8876

ATTACHMENT 1
FY 2025 PROJECTED BUDGET VERSUS ACTUALS

	Actual Through 2/28/2025	Estimate Remaining Months	Forecast Through 6/30/25	Approved Annual Budget	Forecast over /(under) Budget	
					\$	%
Income						
Membership Dues	\$ 790,855	\$ -	\$ 790,855	\$ 790,855	\$ -	0%
Use of Reserves	\$ -	-	-	-	-	
City of San Diego	\$ 13,155	\$ 13,520	26,675	35,355	(8,681)	-25%
Interest Income	2,606	1,100	3,706	700	3,006	429%
Total Income	\$ 806,615	\$ 14,620	\$ 821,235	\$ 826,910	\$ (5,675)	-1%
Expense						
Admin - Board Secretary	\$ 13,621	\$ 20,000	\$ 33,621	\$ 49,200	\$ (15,579)	-32%
Bank Charges	24	12	36	200	(164)	-82%
Financial Services				-		
Audit Fees	6,560	-	6,560	-	6,560	
Executive Director - The Keze Group	110,734	56,000	166,734	168,000	(1,266)	-1%
Treasurer - El Cajon	24,808	25,192	50,000	50,000	-	0%
JPA/TAC meeting expenses	3,140	2,860	6,000	6,000	-	0%
Miscellaneous	1,047	-	1,047	250	797	319%
Per Diem - Board	27,157	15,200	42,357	28,500	13,857	49%
Printing, Postage, Supplies	458	42	500	500	-	0%
Professional Services						
Engineering - Dexter Wilson	92,745	58,443	151,188	200,000	(48,813)	-24%
Engineering - NV5	2,040	700	2,740	30,000	(27,260)	-91%
Legal - 2nd ARA/PW	14,533	22,400	36,933	150,000	(113,067)	-75%
Legal - General	29,339	25,600	54,939	60,000	(5,061)	-8%
Legal - Spill	6,473	6,000	12,473	30,000	(17,527)	-58%
Paul Redvers Brown	-	-	-	12,450	(12,450)	
Strategic Planning	15,250		15,250	15,275	(25)	0%
Communications	-	-	-	20,000	(20,000)	
Telephone, Internet, Software	987	2,013	3,000	3,000	-	0%
Website Maintenance & Hosting	-	3,782	3,782	3,535	247	7%
Total Expense	\$ 348,915	\$ 238,244	\$ 587,159	\$ 826,910	\$ (239,751)	-29%
Net Income (Loss)	\$ 457,700	\$ (223,624)	\$ 234,076	\$ -	\$ 234,076	

ATTACHMENT 2
FY 2026 PROPOSED OPERATING BUDGET

	FY 2026 Proposed Annual Budget	Difference from FY '25 Forecast	Difference from FY '25 Budget		Variances in Line Items Compared to the FY 2025 budget
			\$	%	
Income					
Membership Dues	\$ 802,812	\$ 11,957	\$ 11,957	1%	
Use of Reserves		-	-		
City of San Diego	27,000	326	(8,355)	-31%	Decrease due to Facilitation Contract ending
Interest Income	3,700	(6)	3,000	81%	Increase due to reserve funds in the bank
Total Income	\$ 833,512	\$ 12,277	\$ 6,602	1%	
Expense					
Admin - Board Secretary	\$ 49,200	15,579	\$ -	0%	Year-Four of Contract
Bank Charges	200	164	-	0%	Rebudgeted
Financial Services					
Audit Fees	23,630	17,070	23,630		Two- year Audit 2024 and 2025
Executive Director - The Keze Group	168,000	1,266	-	0%	Year-Four of Contract
Treasurer	50,000	-	-	0%	Transition to private consulting from PA support
JPA/TAC meeting expenses	6,600	600	600	9%	Contract extended
Miscellaneous	250	(797)	-	0%	Rebudgeted
Per Diem - Board	55,600	13,243	27,100	49%	More frequent meetings and COLA adjustments
Printing, Postage, Supplies	800	300	300	38%	Increase based on actual expense forecast
Professional Services					
Engineering - Dexter Wilson	200,000	48,813	-	0%	Year-Four of Contract
Engineering - NV5	-	(2,740)	(30,000)		Decrease following SARA draft completion
Legal - Procopio (2nd ARA/PW)	150,000	113,067	-	0%	Rebudgeted
Legal - Procopio (General)	60,000	5,061	-	0%	Rebudgeted
Legal - Procopio (Spill)	30,000	17,527	-	0%	Rebudgeted
Consensus Support	12,450	12,450	-	0%	Decrease following SARA draft completion
Strategic Planning	-	(15,250)	(15,275)		Contract completed in FY 2025
IT & Communications	20,000	20,000	-	0%	Placeholder for potential website update, etc.
Telephone, Internet, Software	3,000	-	-	0%	Software costs expected to rise.
Website Maintenance & Hosting	3,782	(0)	247	7%	Year-Four of Contract
Total Expense	\$ 833,512	\$ 246,353	\$ 6,602	1%	

ATTACHMENT 3

FY 2026 BUDGET FUNDING

<i>Budget Allocated</i>	\$ 727,545		\$ 790,855 \$ 197,714 \$ 988,569				\$ 802,812		
	ACTUAL FY 2024 BILLING		ACTUAL FY 2025 BILLING				PROPOSED FY 2026 BILLING		
<i>Agency</i>	<i>Per Cent</i>	<i>Amount</i>	<i>Per Cent</i>	<i>Base Amount</i>	<i>Reserve</i>	<i>Amount</i>	<i>Per Cent</i>	<i>Amount</i>	
	<i>Agency Billing %</i>	<i>Total Agency Billing</i>	<i>Agency Billing %</i>	<i>Total Base Budget Billing</i>	<i>Reserve Contribution Per Agency</i>	<i>Total FY 2025 + Reserve</i>	<i>Agency Billing %</i>	<i>Total Base Budget Billing</i>	<i>Difference FY2025 Base</i>
<i>Chula Vista</i>	31.84%	\$ 231,650	33.03%	\$ 261,255	\$ 65,314	\$ 326,569	30.68%	\$ 246,282	\$ (14,973) -5.7%
<i>Coronado</i>	2.70%	\$ 19,644	2.64%	\$ 20,870	\$ 5,218	\$ 26,088	2.31%	\$ 18,571	\$ (2,299) -11.0%
<i>County of SD*</i>	15.99%	\$ 116,334	17.02%	\$ 134,572	\$ 33,643	\$ 168,215	17.47%	\$ 140,250	\$ 5,678 4.2%
<i>Del Mar</i>	0.02%	\$ 146	0.03%	\$ 212	\$ 53	\$ 264	0.02%	\$ 173	\$ (39) -18.2%
<i>El Cajon</i>	14.46%	\$ 105,203	14.43%	\$ 114,097	\$ 28,524	\$ 142,621	16.31%	\$ 130,900	\$ 16,803 14.7%
<i>Imperial Beach</i>	3.67%	\$ 26,701	3.89%	\$ 30,765	\$ 7,691	\$ 38,456	3.93%	\$ 31,584	\$ 818 2.7%
<i>La Mesa</i>	7.89%	\$ 57,403	7.15%	\$ 56,520	\$ 14,130	\$ 70,649	6.77%	\$ 54,383	\$ (2,136) -3.8%
<i>Lemon Grove</i>	3.32%	\$ 24,154	3.21%	\$ 25,350	\$ 6,338	\$ 31,688	2.32%	\$ 18,600	\$ (6,750) -26.6%
<i>National City</i>	8.39%	\$ 61,041	7.64%	\$ 60,414	\$ 15,104	\$ 75,518	7.52%	\$ 60,383	\$ (31) -0.1%
<i>Otay Water District</i>	0.55%	\$ 4,001	0.65%	\$ 5,101	\$ 1,275	\$ 6,376	0.21%	\$ 1,698	\$ (3,403) -66.7%
<i>Padre Dam MWD</i>	7.01%	\$ 51,001	6.27%	\$ 49,625	\$ 12,406	\$ 62,032	8.43%	\$ 67,687	\$ 18,062 36.4%
<i>Poway</i>	4.16%	\$ 30,266	4.06%	\$ 32,073	\$ 8,018	\$ 40,092	4.02%	\$ 32,300	\$ 227 0.7%
Total	100%	\$ 727,545	100%	790,855	\$ 197,714	\$ 988,569	100%	\$ 802,812	\$ 11,957

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

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

This Third Amendment (“**Third 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 1st day of July, 2025, by and between the parties to that Agreement, the Metro Wastewater Joint Powers Authority, a joint powers authority, existing and organized under California 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, the Parties 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, on April 4, 2024, the Parties entered into the Second Amendment to the Agreement to memorialize Consultant’s role as that of Executive Director;

F. WHEREAS, Section 3 of the Second Amendment to the Agreement states that the Consultant’s tenure as Executive Director shall commence on March 7, 2024, and end on June 30, 2025; and

G. WHEREAS, the Parties now mutually desire to extend the Consultant’s tenure as Executive Director by one year, as described below.

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

AMENDMENT TO AGREEMENT

1. Amendment to Term. Consultant's tenure as Executive Director shall be extended an additional period of one year commencing on July 1, 2025, and ending on June 30, 2026, unless otherwise directed by Metro JPA.

2. Incorporation and Superiority. This Third 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 Third Amendment and the provisions of the Agreement, the provisions of this Third Amendment shall prevail.

3. Incorporation by Reference. The Recitals set forth in Sections A through G above are hereby incorporated into this Third 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:**

By: _____
Jerry Jones
Board Chair

Date: _____

THE KEZE GROUP LLC:

By: _____
Karyn L. Keze

Date: _____

**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.

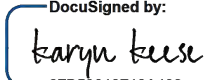
IN WITNESS HEREOF, BY SIGNING BELOW THE PARTIES HERETO VOLUNTARILY ENTER INTO THIS AMENDMENT AND ACKNOWLEDGE THAT THEY HAVE READ AND UNDERSTAND THE TERMS SET FORTH HEREIN AND AGREE TO BE BOUND THEREBY.

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:

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

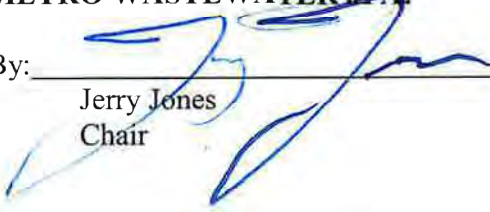
22. Annual Updates; Consultant's Continuing Obligations to Provide Documents.

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:

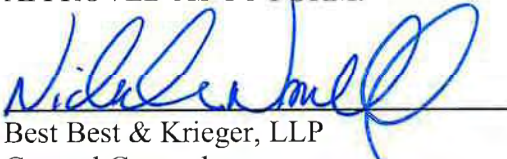

Best Best & Krieger, LLP
General Counsel
METRO WASTEWATER JPA

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			
	TOTAL	625		\$100,000

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).

PRODUCER

 Ren Haynes Agency
1106 Clayton Ln Ste 216e

Austin TX 78723-1086

CONTACT

NAME: Renwick Haynes

PHONE

(A/C, NO, EXT): 512-961-4899

FAX

(A/C, NO): 512-672-6269

E-MAIL

ADDRESS: rhaynes2@farmersagent.com

INSURED

 The Keze Group, LLC
1801 E 51ST ST

AUSTIN TX 78723

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:

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						EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea Occurrence) \$ 75,000
							MED EXP (Any one person) \$ 5,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY \$ 1,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						GENERAL AGGREGATE \$ 2,000,000
	OTHER:						PRODUCTS - COMP/OP AGG \$ 1,000,000
B	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$ 500,000
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$ 500,000
	<input checked="" type="checkbox"/> OWNED AUTOS ONLY						BODILY INJURY (Per accident) \$ 500,000
	<input type="checkbox"/> HIRED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$ 500,000
	<input type="checkbox"/> SCHEDULED AUTOS						
	<input type="checkbox"/> UMBRELLA LIAB						EACH OCCURRENCE \$
	<input type="checkbox"/> EXCESS LIAB						AGGREGATE \$
	DED <input type="checkbox"/> RETENTION \$						
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE <input type="checkbox"/> OTHER <input type="checkbox"/> \$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						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

 METRO WASTEWATER JPA
PO BOX 1072

NATIONAL CITY

CA 91951

CANCELLATION

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:
Renwick Haynes
FACE5032285F4A5...

**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

DocuSigned by:
By: Karyn L. Keze
27D58643742A403...

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
	TOTAL	625	21	256	881	\$149,770.00

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 2nd 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

**FIRST AMENDMENT TO THE AGREEMENT FOR TREASURER SERVICES
BETWEEN METRO WASTEWATER JOINT POWERS AUTHORITY AND RODNEY
GREEK, CPA**

This First Amendment (“**First Amendment**”) to the Agreement for Treasurer Services Between Metro Wastewater Joint Powers Authority and Rodney Greek, CPA dated June 6, 2024 (“**Agreement**”) is made and entered into this 1st day of July, 2025, by and between the parties to that Agreement, the Metro Wastewater Joint Powers Authority, a joint powers authority, existing and organized under California Government Code section 6500 *et seq.* (“**Metro JPA**”), on the one hand, and Rodney Greek, CPA (“**Treasurer**”), an independent contractor, on the other hand. Metro JPA and Treasurer are sometimes referred to individually as “**Party**” and collectively as “**Parties.**”

RECITALS

A. WHEREAS, the Parties entered into the Agreement in order for Treasurer to provide professional Governmental Treasurer Accounting services as described in Attachment A to the Agreement;

B. WHEREAS, Sections 1.01 and 9.03 of the Agreement state that the Agreement may not be modified or amended other than by a writing signed by the Parties, including for any extensions to the Agreement or for any changes to the scope of services or timeframes identified in Attachment A to the Agreement; and

C. WHEREAS, the Parties now mutually desire to extend the term of the Agreement by one year, as described below.

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

AMENDMENT TO AGREEMENT

1. Amendment to Term. The term of the Agreement shall be extended an additional period of one year commencing on July 1, 2025, and ending on June 30, 2026, or until terminated as provided under Article 7 of the Agreement, whichever occurs first.

2. Incorporation and Superiority. This First 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 First Amendment and the provisions of the Agreement, the provisions of this First Amendment shall prevail.

3. Incorporation by Reference. The Recitals set forth in Sections A through C above are hereby incorporated into this First 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:**

By: _____
Jerry Jones
Board Chair

Date: _____

RODNEY GREEK CPA:

By: _____
Rod Greek

Date: _____

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

This Professional Services Agreement (“**Agreement**”) is made on this 6th date of June, 2024 between METRO WASTEWATER JOINT POWERS AUTHORITY (“**METRO JPA**”), and RODNEY GREEK, CPA (“**TREASURER**”), an independent contractor, collectively referred to herein as “**parties**” or individually as “**party**,” to furnish certain services as provided in this Agreement and upon the following terms and conditions.

**ARTICLE 1
TERM OF AGREEMENT**

1.01 The term of this Agreement shall commence on July 1, 2024 (the “**Effective Date**”), and will continue through June 30, 2025 or until terminated as provided under Article 7, whichever occurs first. At the Parties discretion, and pursuant to a written letter agreement, this Agreement may be extended by one optional year according to the terms set forth in Attachment A – Scope of Work (“**Attachment A**”) and herein. This Agreement may be further extended by a written amendment signed by both parties. Attachment A may contain further instructions regarding required timelines for performance of the Services to be provided under this Agreement. Time is of the essence for each and every provision of this Agreement.

**ARTICLE 2
SCOPE OF WORK**

Specific Services

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

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

Standard of Performance

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

Personnel

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

1. Rodney Greek
2. Lee Ann Jones-Santos

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

ARTICLE 3 COMPENSATION

Compensation for Work Performed Under This Agreement

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

Payment of Expenses and Monthly Invoices

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

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

ARTICLE 4 RELATIONSHIP OF PARTIES

Independent Contractor

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

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

Non-Exclusive Relationship

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

ARTICLE 5 OBLIGATIONS OF CONTRACTOR

Compliance with Laws/Rules

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

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

Indemnity, Hold Harmless, and Defense

5.03 To the maximum extent allowable by law, TREASURER shall indemnify, defend, and hold harmless METRO JPA and its Member Agencies, and each of their respective officials, officers, directors, employees, agents and volunteers (collectively referred to as the "**Indemnified Parties**") against all claims,

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

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

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

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

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

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

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

Notice of and Participation in Third Party Claims

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

Official Bond and Insurance

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

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

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

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

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

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

5.07 The following are required provisions:

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

5.08 TREASURER will furnish METRO JPA with certificates of insurance prior to the commencement of work under this Agreement, and as may be periodically requested by METRO JPA. TREASURER shall

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

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

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

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

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

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

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

Conflict of Interest

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

Assignment/Subcontracting

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

ARTICLE 6 OBLIGATIONS OF METRO JPA

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

ARTICLE 7
TERMINATION OF AGREEMENT

Termination for Cause

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

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

Termination Without Cause

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

ARTICLE 8
PROPRIETARY AND CONFIDENTIAL INFORMATION

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

ARTICLE 9
GENERAL PROVISIONS

Notices

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

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

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

To TREASURER: Rodney Greek, CPA
1325 N. Vulcan Ave.
Encinitas, CA 92024
Email: rjgreek@cox.net
Attention: Rodney Greek

Entire Agreement of the Parties

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

Amendment

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

Partial Invalidity

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

Attorneys’ Fees

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

Ownership of Documents and Materials

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

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

Audits

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

Counterparts

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

Provisions Required by Law

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

Governing Law

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

Jurisdiction and Venue

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

No Waiver

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

False Claims


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

Signature Authority

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

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

**METRO WASTEWATER
JOINT POWERS AUTHORITY:**

DocuSigned by:

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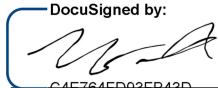
Signature
Jerry Jones

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:

TASK	Estimated Hours	Estimated Budget
Monthly Invoicing	15	\$3,228.00
Annual Agency Billing - issue bills, collect and deposit.	2.5	538.00
Maintain and Reconcile Bank Accounts	15	3,228.00
Mid-Year Financials	10	2,152.00
Year End Financials	12.5	2,690.00
Budget - review actuals and contracts, work with Executive Director on format.	20	4,304.00
Finance Meetings	18	4,446.00
Metro TAC Meetings	24	5,928.00
Metro Commission Meetings	24	5,928.00
Transition Contingency		10,000.00
Miscellaneous		6,000.00
TOTAL ESTIMATE:	141 Hours	\$48,442.00

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

OPTIONAL - FY 2026 Services

Budgeted Hours are as follows:

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

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

Consultant Contact Information:

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

CPA's Office Phone: 760-809-0681
CPA's Office Email: rjgreek@cox.net
Senior Accountant's Phone: 619-823-8129
Senior Accountant's Email: lasantos8928@gmail.com

RODNEY GREEK, CPA

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

Dear Ms. Keze,

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

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

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

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

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

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

Kind regards,

Rodney Greek

Rodney Greek, CPA



MSA Date: March 6, 2025

Master Services Agreement

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

1. Scope of Professional Services

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

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

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

2. Management responsibilities

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

3. Fees and terms

Fees for the services, per our proposal to provide professional audit services submitted by us on February 14, 2025 are as follows:

Two-year period ending June 30, 2025 (inclusive of 5% technology fee) \$23,630

Two-year period ending June 30, 2027 (inclusive of 5% technology fee) \$24,810

Work may be suspended if your account becomes 60 days or more overdue and will not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our

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

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

4. Other Fees

You agree to compensate us for reasonable time and expenses, including time and expenses of outside legal counsel, we may incur in responding to a subpoena, a formal third-party request for records or information, or participating in a deposition or any other legal, regulatory, or other proceeding relating to services we provide pursuant to a SOW.

5. Finance charges and collection expenses

You agree that if any statement is not paid within 30 days from its billing date, the unpaid balance shall accrue interest at the monthly rate of one and one-quarter percent (1.25%), which is an annual percentage rate of 15%. In the event that any collection action is required to collect unpaid balances due us, reasonable attorney fees and expenses shall be recoverable.

6. Dispute Resolution

Any disagreement, controversy, or claim ("Dispute") that may arise out of any aspect of our services or relationship with you shall be submitted to non-binding mediation by written notice ("Mediation Notice") to the other party. In mediation, we will work with you to resolve any differences voluntarily with the aid of an impartial mediator.

The mediation will be conducted as specified by the mediator and agreed upon by the parties (i.e., you and CLA). The parties agree to discuss their differences in good faith and to attempt, with the assistance of the mediator, to reach an amicable resolution of the Dispute.

Each party will bear its own costs in the mediation. The fees and expenses of the mediator will be shared equally by the parties.

7. Limitation of remedies

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

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

You further agree that you will not hold CLA or any other CLA party liable for any claim, cost, or

damage, whether based on warranty, tort, contract, or other law, arising from or related to this MSA, the services provided under an SOW, the work product, or for any plans, actions, or results of an SOW, except to the extent authorized by this MSA. In no event shall any CLA party be liable to you for any indirect, special, incidental, consequential, punitive, or exemplary damages, or for loss of profits or loss of goodwill, costs, or attorney fees.

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

8. Governing Laws, Jurisdiction, and Venue

The MSA is made under and shall be interpreted and governed by the laws of the state of California. This includes dispute resolution and limitation of remedies. If any action is brought to interpret or enforce any term of this agreement, the action shall be brought in a state or federal court situated in the County of San Diego, State of California. In the event of any such litigation between the Parties, the prevailing party shall be entitled to recover all reasonable costs incurred, including reasonable attorney's fees, as determined by the court

9. Time limitations

The nature of our services makes it difficult, with the passage of time, to gather and present evidence that fully and fairly establishes the facts underlying any dispute that may arise between you and any CLA party. The parties (you and CLA) agree that, notwithstanding any statute or law of limitations that might otherwise apply to a dispute, including one arising out of this MSA or the services performed under an SOW, for breach of contract or fiduciary duty, tort, fraud, misrepresentation or any other cause of action or remedy, any action or legal proceeding by you against any CLA party must be commenced as provided below, or you shall be forever barred from commencing a lawsuit or obtaining any legal or equitable relief or recovery. An action to recover on a dispute shall be commenced within these periods ("Limitation Period"), which vary based on the services provided, and may be modified as described in the following paragraph:

Service	Time after the date we deliver the services or work product*
Audit, review, examination, agreed-upon procedures, compilation, and preparation services other than those related to prospective financial information	24 months

* pursuant to the SOW on which the dispute is based

If the MSA is terminated or your ongoing relationship with CLA is terminated, then the applicable Limitation Period is the lesser of the above periods or 12 months after termination of MSA or your ongoing relationship with CLA. The applicable Limitation Period applies and begins to run even if you have not suffered any damage or loss, or have not become aware of the existence or possible existence of a dispute.

10. Confidentiality

Except as permitted by the “Consent” section of this MSA, CLA will not disclose any of your confidential, proprietary, or privileged information to any person or party, unless you authorize us to do so, it is published or released by you, it becomes publicly known or available other than through disclosure by us, or disclosure is required by law, regulation, or professional standard. This confidentiality provision does not prohibit us from disclosing your information to one or more of our affiliated companies in order to provide services that you have requested from us or from any such affiliated company. Any such affiliated company shall be subject to the same restrictions on the use and disclosure of your information as apply to us. You also consent to our disclosure of information regarding the nature of services we provide to you to another independent network member of CLA Global, for the limited purpose of complying with professional obligations regarding independence and conflicts of interest.

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

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

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

11. Other provisions

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

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

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

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

12. Consent to use financial information

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

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

13. Consent to send you publications and other materials

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

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

14. Subcontractors

CLA may, at times, use subcontractors to perform services under this MSA, and they may have access

to your information and records. Any such subcontractors will be subject to the same restrictions on the use of such information and records as apply to CLA under this MSA.

15. Technology

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

16. Termination of MSA

This MSA shall continue for five years from March 6, 2025, unless terminated earlier by giving appropriate notice. Either party may terminate this MSA at any time by giving 30 days written notice to the other party.

CLA may terminate this MSA if you fail to cure a material default in the performance of this MSA within a period of 30 days, or such longer period as CLA may allow, after your receipt from CLA of a written termination notice specifying the default in performance. In the event of termination by either

party, you will pay CLA for all services performed and all expenses incurred under this MSA up to and

including the termination date less any costs, expenses, or other damages due to the failure of CLA to properly perform pursuant to this MSA subject to the provisions of section 7. No compensation will be payable for anticipated profit on unperformed services.

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

17. Agreement

We appreciate the opportunity to be of service to you and believe this MSA accurately summarizes the significant terms of our relationship. This MSA, along with the applicable addendum(s) and SOW(s), constitute the entire agreement regarding services to be performed and supersedes all prior agreements (whether oral or written), understandings, negotiations, and discussions between you and CLA. If you have any questions, please let us know. If you agree with the terms of our relationship as described in this MSA, please sign, date, and return.

CliftonLarsonAllen LLP

Response:

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

CLA
Munoz, Daphnie

SIGN:

DATE:

Client
Metro Wastewater JPA

SIGN:

Jerry Jones

DATE:



Statement of Work - Audit Services

March 5, 2025

This document constitutes a statement of work ("SOW") under the master service agreement ("MSA") dated August 9, 2023, or superseding MSA, made by and between CliftonLarsonAllen LLP ("CLA," "we," "us," and "our") and Metro Wastewater JPA ("you," "your," or "the entity"). We are pleased to confirm our understanding of the terms and objectives of our engagement and the nature and limitations of the services CLA will provide for the entity as of and for the period ended June 30, 2025.

Daphnie Munoz is responsible for the performance of the audit engagement.

Scope of audit services

We will audit the financial statements of the JPA, which collectively comprise the basic financial statements of Metro Wastewater JPA, and the related notes to the financial statements as of and for the two-year period ended June 30, 2025.

The Governmental Accounting Standards Board (GASB) provides for certain required supplementary information (RSI) to accompany the entity's basic financial statements.

The following RSI will be subjected to certain limited procedures, but will not be audited.

- Management's discussion and analysis.

Nonaudit services

We will also provide the following nonaudit services:

- Preparation of your financial statements and the related notes.

Audit objectives

The objectives of our audit of the financial statements are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinion about whether your financial statements are fairly presented, in all material respects, in conformity with accounting principles generally accepted in the United States of America (U.S. GAAP). Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with auditing standards generally accepted in the United States of America (U.S. GAAS) will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered

material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

Our audit will be conducted in accordance with U.S. GAAS and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require us to be independent of the entity and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. Our audit will include tests of your accounting records and other procedures we consider necessary to enable us to express such an opinions.

We will apply certain limited procedures to the RSI in accordance with U.S. GAAS. However, we will not express an opinion or provide any assurance on the RSI because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. We will also perform procedures to enable us to express an opinion on whether the supplementary information (as identified above) other than RSI accompanying the financial statements is fairly stated, in all material respects, in relation to the financial statements as a whole.

We will issue a written report upon completion of our audit of your financial statements.

Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add an emphasis-of-matter or other-matter paragraph to our auditors' report, or if necessary, withdraw from the engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If circumstances occur related to the condition of your records, the availability of sufficient, appropriate audit evidence, or the existence of a significant risk of material misstatement of the financial statements caused by error, fraudulent financial reporting, or misappropriation of assets, which in our professional judgment prevent us from completing the audit or forming opinions on the financial statements, we retain the right to take any course of action permitted by professional standards, including declining to express opinions or issue a report, or withdrawing from the engagement.

We will also provide a report (which does not include an opinion) on internal control over financial reporting and on compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements, as required by *Government Auditing Standards*. The report on internal control over financial reporting and on compliance and other matters will include a paragraph that states (1) that the purpose of the report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The paragraph will also state that the report is not suitable for any other purpose. If during our audit we become aware that the entity is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit conducted in accordance with U.S. GAAS and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

Auditor responsibilities, procedures, and limitations

We will conduct our audit in accordance with U.S. GAAS and the standards for financial audits contained in *Government Auditing Standards*.

Those standards require that we exercise professional judgment and maintain professional skepticism throughout the planning and performance of the audit. As part of our audit, we will:

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and evaluate whether audit evidence obtained is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. However, we will communicate to you in writing any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements, including the amounts and disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.
- Conclude, based on our evaluation of audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the entity's ability to continue as a going concern for a reasonable period of time.

Although our audit planning has not been concluded and modifications may be made, we have identified the following significant risk(s) of material misstatement as part of our audit planning:

- Management Override of Controls--
- Revenue Recognition

There is an unavoidable risk, because of the inherent limitations of an audit, together with the inherent limitations of internal control, that some material misstatements may not be detected, even though the audit is properly planned and performed in accordance with U.S. GAAS and *Government Auditing Standards*. Because we will not perform a detailed examination of all transactions, material misstatements, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity, may not be detected. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not require auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management and those charged with governance of any material errors, fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management and those charged with governance of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential.

Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting fraud or errors that are material to the financial statements and to preventing and detecting misstatements resulting from noncompliance with provisions of laws, regulations, contracts, and grant agreements that have a material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*. An audit is not designed to provide assurance on internal control or to identify deficiencies, significant deficiencies, or material weaknesses in internal control. However, we will communicate to you in writing significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we identify during the audit that are required to be communicated under AICPA professional standards and *Government Auditing Standards*.

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the entity's compliance with the provisions of laws, regulations, contracts, and grant agreements that have a material effect on the financial statements. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

We will include in our report on internal control over financial reporting and on compliance relevant information about any identified or suspected instances of fraud and any identified or suspected noncompliance with provisions of laws, regulations, contracts, or grant agreements that may have occurred that are required to be communicated under *Government Auditing Standards*.

Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Management responsibilities

Our audit will be conducted on the basis that you (management and, when appropriate, those charged with governance) acknowledge and understand that you have certain responsibilities that are fundamental to the conduct of an audit.

You are responsible for the preparation and fair presentation of the financial statements and RSI in accordance with U.S. GAAP.

Management's responsibilities include the selection and application of accounting principles; recording and reflecting all transactions in the financial statements; determining the reasonableness of significant accounting estimates included in the financial statements; adjusting the financial statements to correct

material misstatements; and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole. In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the entity's ability to continue as a going concern for 12 months beyond the financial statement date.

You are responsible for the design, implementation, and maintenance of effective internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including evaluating and monitoring ongoing activities and safeguarding assets to help ensure that appropriate goals and objectives are met. You are responsible for the design, implementation, and maintenance of internal controls to prevent and detect fraud; assessing the risk that the financial statements may be materially misstated as a result of fraud; and for informing us about all known or suspected fraud affecting the entity involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the entity received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for implementing systems designed to achieve compliance with applicable laws and regulations and the provisions of contracts and grant agreements; identifying and ensuring that the entity complies with applicable laws, regulations, contracts, and grant agreements; and informing us of all instances of identified or suspected noncompliance whose effects on the financial statements should be considered. You are responsible for taking timely and appropriate steps to remedy any fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements that we may report.

You are responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, including amounts and disclosures, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters, and for the accuracy and completeness of that information (including information from within and outside of the general and subsidiary ledgers); (2) additional information that we may request for the purpose of the audit; and (3) unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence.

You agree to inform us of events occurring or facts discovered subsequent to the date of the financial statements that may affect the financial statements.

Management is responsible for providing us with a written confirmation concerning representations made by you and your staff to us in connection with the audit and the presentation of the basic financial statements and RSI. During our engagement, we will request information and explanations from you regarding, among other matters, the entity's activities, internal control, future plans, specific transactions, and accounting systems and procedures. The procedures we will perform during our engagement and the conclusions we reach as a basis for our report will be heavily influenced by the representations that we receive in the representation letter and otherwise from you. Accordingly, inaccurate, incomplete, or false representations could cause us to expend unnecessary effort or could cause a material fraud or error to go

undetected by our procedures. In view of the foregoing, you agree that we shall not be responsible for any misstatements in the entity's financial statements that we may fail to detect as a result of misrepresentations made to us by you.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies to us of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the "Audit objectives" section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other engagements or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions for the report, and for the timing and format for providing that information.

Responsibilities and limitations related to nonaudit services

For all nonaudit services we may provide to you, management agrees to assume all management responsibilities; oversee the services by designating an individual, preferably within senior management, who possesses suitable skill, knowledge, and/or experience to understand and oversee the services; evaluate the adequacy and results of the services; and accept responsibility for the results of the services. Management is also responsible for ensuring that your data and records are complete and that you have received sufficient information to oversee the services.

Use of financial statements

Should you decide to include or incorporate by reference these financial statements and our auditors' report(s) thereon in a future private placement or other offering of equity or debt securities, you agree that we are under no obligation to re-issue our report or provide consent for the use of our report in such a registration or offering document. We will determine, at our sole discretion, whether we will re-issue our report or provide consent for the use of our report only after we have performed the procedures we consider necessary in the circumstances. If we decide to re-issue our report or consent to the use of our report, we will be required to perform certain procedures including, but not limited to, (a) reading other information incorporated by reference in the registration statement or other offering document and (b) subsequent event procedures. These procedures will be considered an engagement separate and distinct from our audit engagement, and we will bill you separately. If we decide to re-issue our report or consent to the use of our report, you agree that we will be included on each distribution of draft offering materials and we will receive a complete set of final documents. If we decide not to re-issue our report or decide to withhold our consent to the use of our report, you may be required to engage another firm to audit periods covered by our audit reports, and that firm will likely bill you for its services. While the successor auditor may request access to our workpapers for those periods, we are under no obligation to permit such access.

If the parties (i.e., you and CLA) agree that CLA will not be involved with your official statements related to municipal securities filings or other offering documents, we will require that any official statements or other offering documents issued by you with which we are not involved clearly indicate that CLA is not involved with the contents of such documents. Such disclosure should read as follows:

CliftonLarsonAllen LLP, our independent auditor, has not been engaged to perform and has not

performed, since the date of its report included herein, any procedures on the financial statements addressed in that report. CliftonLarsonAllen LLP also has not performed any procedures relating to this offering document.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website or submitted on a regulator website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in those sites or to consider the consistency of other information in the electronic site with the original document.

We may issue preliminary draft financial statements to you for your review. Any preliminary draft financial statements should not be relied on or distributed.

Engagement administration and other matters

We understand that your employees will prepare all confirmations, account analyses, and audit schedules we request and will locate any documents or invoices selected by us for testing. A list of information we expect to need for our audit and the dates required will be provided in a separate communication.

We will provide copies of our reports to the entity; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing confidential or sensitive information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the sole and exclusive property of CLA and constitutes confidential and proprietary information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to California State Controller's Office, or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of CLA personnel. Furthermore, upon request, we may provide copies or electronic versions of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of seven years after the report release date or for any additional period requested by the California State Controller's Office. If we are aware that a federal or state awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Professional standards require us to be independent with respect to you in the performance of these services. Any discussion that you have with our personnel regarding potential employment with you could impair our independence with respect to this engagement. Therefore, we request that you inform us prior to any such discussions so that we can implement appropriate safeguards to maintain our independence and objectivity. Further, any employment offers to any staff members working on this engagement without our

prior knowledge may require substantial additional procedures to ensure our independence. You will be responsible for any additional costs incurred to perform these procedures.

Our audit engagement ends on delivery of our signed report. Any additional services that might be requested will be a separate, new engagement. The terms and conditions of that new engagement will be governed by a new, specific SOW for that service.

Government Auditing Standards require that we make our most recent external peer review report publicly available. The report is posted on our website at www.CLAconnect.com/Aboutus/.

Fees

Our professional fees are outlined in the table below:

Service	Fee
Financial Statement Audit	\$22,500
Assistance in implementing SBITA's , if necessary	\$800 per agreement

We will also bill for expenses including travel, internal and administrative charges, and a technology and client support fee of five (5%) of all professional fees billed. Our fee is based on anticipated cooperation from your personnel and their assistance with locating requested documents and preparing requested schedules. If the requested items are not available on the dates required or are not accurate, the fees and expenses will likely be higher.

Unexpected circumstances

We will advise you if unexpected circumstances require significant additional procedures resulting in a substantial increase in the fee estimate.

Changes in accounting and audit standards

Standard setters and regulators continue to evaluate and modify standards. Such changes may result in new or revised financial reporting and disclosure requirements or expand the nature, timing, and scope of the activities we are required to perform. To the extent that the amount of time required to provide the services described in the SOW increases due to such changes, our fee may need to be adjusted. We will discuss such circumstances with you prior to performing the additional work.

Agreement

We appreciate the opportunity to provide to you the services described in this SOW under the MSA and believe this SOW accurately summarizes the significant terms of our audit engagement. This SOW and the MSA constitute the entire agreement regarding these services and supersedes all prior agreements (whether oral or written), understandings, negotiations, and discussions between you and CLA related to audit services. If you have any questions, please let us know. Please sign, date, and return this SOW to us to indicate your acknowledgment and understanding of, and agreement with, the arrangements for our audit of your financial statements including the terms of our engagement and the parties' respective

responsibilities.

Sincerely,

CliftonLarsonAllen LLP

Response:

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

CLA
Munoz, Daphnie

SIGN:

DATE:

Client
Metro Wastewater JPA

SIGN:

Jerry Jones

DATE:
