

SOLICITATION FOR PROPOSALS FOR EXECUTIVE DIRECTOR POSITION FOR THE METRO WASTEWATER JOINT POWERS AUTHORITY

INTRODUCTION

The Metro Wastewater Joint Powers Authority (Metro) is soliciting proposals from qualified individuals to fill its Executive Director position. The selected individual shall perform the tasks specified in the "Job Description" section of the Solicitation for Proposals (SFP).

You are hereby invited to submit a proposal based upon the requirements and conditions set forth in this SFP.

BACKGROUND OF METRO

Metro is a forward-looking coalition of municipalities and special districts that share in the use of the City of San Diego's regional wastewater facilities.

Metro grew out of the Metro Commission, which is a commission of the City of San Diego formed in a 1998 Regional Wastewater Disposal Agreement by and between the City of San Diego and the Metro "Participating Agencies" (or their predecessors in interest): the cities of Chula Vista, Coronado, Del Mar, El Cajon, Imperial Beach, La Mesa, National City, and Poway; the Lemon Grove Sanitation District; the Padre Dam Municipal and Otay Water Districts; and the County of San Diego (on behalf of the Winter Gardens Sewer Maintenance District, and the Alpine, Lakeside and Spring Valley Sanitation Districts).

On October 25, 2000, the Participating Agencies entered into a Joint Exercise of Power Agreement which created a separate public entity, the Metro Wastewater Joint Powers Authority, for the purpose, among others, of taking responsibility, actions, and making decisions pertaining to the 1998 Agreement on behalf of the Participating Agencies. The Metro Commission and the Metro Joint Powers Authority are treated as one and the same entity for all intents and purposes, including for the purpose of accepting and executing the responsibilities delegated to Metro.

Each Participating Agency has the right to appoint a representative of its choice to the Metro Commission/Metro JPA, and the Participating Agency's appointee to the Metro Commission also serves as that Participating Agency's representative on the Metro JPA Board of Directors. Each representative has one vote in any matter considered by the Metro Commission/Metro JPA.

While wastewater remains a key focus, Metro now addresses many important water-related issues, including the need for conservation, water recycling, and protecting the ocean environment. Metro also continues to oversee the City of San Diego's Water Reuse Planning (Pure Water San Diego) and as the City of San Diego expands the scope of its wastewater operations to include the Pure Water San Diego program, the scope of oversight provided by Metro expands as well.

The Metro Participating Agencies collectively pay for approximately 35 percent of the system's upkeep and capital costs. Usage rates are based on the percentage of wastewater flow they generate.

For more information, please visit <https://www.metrojpa.org/home>.

INQUIRIES

Questions pertaining to the SFP and the selection process should be directed to Adriana Ochoa, at her email address, which is arochoa@swlaw.com.

SUBMITTAL DATE

Proposals are due via email no later than 4:00 PM PST on March 13, 2026 and must be received by that time and date. Proposers must send a bookmarked pdf of their proposal to the email addresses shown under “Mailing Contacts” below.

Metro is not responsible for proposals that are delinquent, mismarked, sent to an email address other than that given earlier in this SFP, or emails that do not arrive on time. Metro reserves the right, after opening the proposals, to reject any or all proposals, or to accept the proposal(s) that in its sole judgment as (are) in the best interest of Metro.

MAILING CONTACTS (VIA EMAIL ONLY)

Adriana Ochoa
Legal Counsel
Metro Wastewater Joint Powers Authority
arochoa@swlaw.com

Jerry Jones
Board Chair
Metro Wastewater Joint Powers Authority
councilmanjjones@gmail.com

PROPOSAL EVALUATION

Proposals should provide a straightforward and concise presentation adequate to satisfy the requirements of this SFP and should be no more than 10 pages including resumes. The font size used on the proposal shall be no smaller than 12. Emphasis should be on completeness and clarity of contents. Responsiveness to the SFP will be a principal basis for evaluation.

PROPOSAL SELECTION

Metro reserves the right, without qualification, too:

1. Select any proposal as a basis for written or oral communication with any or all of the

companies or individuals when such action as considered to be in the best interest of the JPA.

2. Reject all proposals.
3. And to exercise discretion and apply its judgment with respect to any proposals submitted.

Metro may select pursue interviews, based on initial proposals received, without discussion or after detailed discussions or contract negotiations with any or all proposers.

SELECTION PROCESS

The following is an outline of the procedure Metro will use in the selection process:

1. Organize the Ad Hoc Committee for Executive Director.
2. Ad Hoc Committee for Executive Director sends out request for proposals to interested parties after consultation with the Board.
3. Ad Hoc Committee for Executive Director reviews the proposals submitted by the prospective individuals. It is anticipated that this will take up to three weeks from the date of submittal.
4. Ad Hoc Committee for Executive Director selects proposal(s) which qualify based on the following factors:
 - a. Experience of the individual in similar roles.
 - b. Responsiveness.
 - c. Quality of work previously performed by the individual.
 - d. Ability to communicate effectively with elected and/ or appointed officials and staff professionals.
 - e. Geographic location of the individual.
 - f. The ability of the individual to perform the services required as stated in the Job Description.
 - g. Lack of actual and/or potential conflicts that would compromise the individuals ability to perform the as required under the Job Description.
5. The Ad Hoc Committee for Executive Director will interview candidates and make a recommendation to the Metro JPA regarding final selection. If necessary, the Metro JPA Board of Directors may also interview one or more candidates in closed session. The selected individual(s) or firm(s) will be given two weeks' notice of interview dates. Rankings will be given to individuals interviewed.
6. Negotiations will take place with the primary firm or individual regarding the final job description and the final contract proposal.
7. If an agreement cannot be negotiated for this role, the negotiations with the individual shall be terminated in writing and negotiations shall be started with the next highest rated individual.
8. The Ad Hoc Committee for Executive Director will notify the selected individual of the final approval of the contract by Metro.
9. The Ad Hoc Committee for Executive Director will notify individuals not selected.

PROPOSAL CONTENT

Metro requires the proposer to submit a concise proposal clearly addressing all of the requirements outlined in this SFP. The Proposal should include:

1. A letter describing interest and qualifications.
2. A copy of their resume or CV.
3. A minimum of one letter of recommendation.
4. A proposed rate sheet for hourly compensation, or a proposed alternative if candidate wants to propose an alternative compensation arrangement (i.e., flat fee per month).

EVALUATION CRITERIA

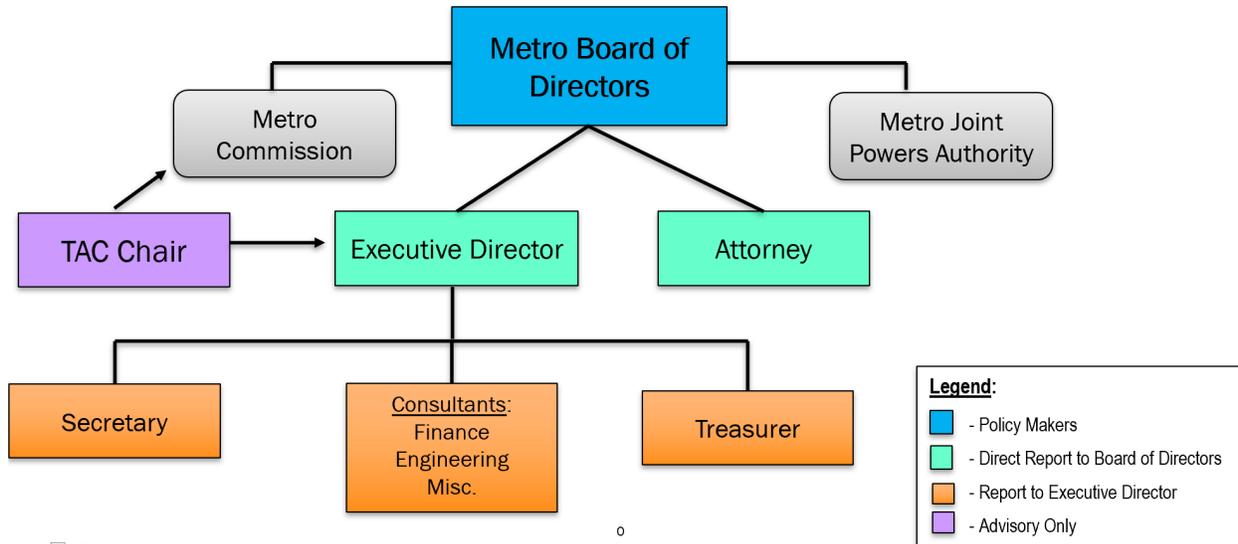
Metro intends to engage the most qualified individual available for this assignment able to perform the required services in an independent and objective manner. It is imperative that the individual's proposal fully addresses all aspects of the SFP. It must provide the Ad Hoc Committee for Executive Director and Metro's Commissioners with clearly expressed information concerning the individual's understanding of Metro's specific requirements. The following criteria will be used in the evaluation of the proposer's offer of services.

1. Individual experience in providing similar services.
2. Schedule compatibility with Metro's needs.
3. Availability and ability to lead Metro's Executive Team and supervise all consultants.
4. Experience managing and maintaining budgets.
5. Current and/or past experience with other public agencies.
6. Ability to directly communicate with the Metro Board.

JOB DESCRIPTION

The Executive Director is responsible for the oversight, management and monitoring of Metro'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 consultation with the JPA Board Chair. The Executive Director position is contemplated to be a part-time position with an estimated obligation of 30 hours per month dedicated to Metro JPA Executive Director responsibilities and is paid pursuant to written agreement, and currently paid on an hourly basis.

Metro Organizational Chart



SPECIAL CONDITIONS

1. Reservations - This SFP does not commit Metro to award a contract, to reimburse any costs incurred in the preparation of Proposal pursuant to this SFP, or to procure or contract for work.
2. Right to Cancel - Metro reserves the right to cancel or revise this SFP in part or in its entirety.
3. Additional information - Metro reserves the right to request additional information and/or clarifications from any or all proposer's to this SFP.
4. Professional Services Agreement – Executive Director - Upon successful negotiation of the fee, a Professional Services Agreement will be executed between parties. This Professional Services Agreement will be prepared by Metro and shall require, in part, that the individual avoid the actual and/or potential conflicts of interest by committing to Metro that it will not directly and/or indirectly perform services for the City of San Diego during the term of the Professional Services Agreement. A proposed draft of the Professional Services Agreement is attached hereto as **Attachment A**. The Proposer must identify any objections to the terms of Attachment A in their proposal. If no objections are stated, Metro will deem the substantive terms of Attachment A accepted.
5. Insurance Requirements - The JPA requires all Consultants to procure and maintain, during the period of performance of this agreement, insurance from a California admitted insurer, in at least the following amounts:
 - a. Workers' Compensation and Employer's Liability insurance – Workers' Compensation in compliance with the applicable state and federal laws; Employer's Liability with a limit of \$1,000,000 per occurrence.
 - b. Commercial General Liability insurance - insurance including blanket contractual, broad form property damage. Completed operations. and independent Consultant's liability, all applicable to personal injury, bodily injury, and property damage to a limit of \$1,000,000

per occurrence and \$2,000,000 aggregate.

- c. Comprehensive Automobile Liability insurance - List name(s) of insurance providers for comprehensive automobile liability insurance and amount. (Must include owned, hired, and non-owned automobiles. for bodily injury and property damage to a combined single limit of \$1,000,000 each occurrence.
- d. Professional Liability (errors & omissions) - insurance affording professional liability insurance with a limit of \$1,000,000 each claim, and \$1,000,000 aggregate.

Attachment A

Professional Services Agreement – Executive Director

**PROFESSIONAL SERVICES AGREEMENT BETWEEN METRO WASTEWATER JOINT
POWERS AUTHORITY AND _____**

EXECUTIVE DIRECTOR

This agreement ("Agreement") is made and entered into as of July 1, 2026 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 _____ (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 its Executive Director position as set forth in more detail herein;
- B. Consultant 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.

NOW THEREFORE, IT IS AGREED AS FOLLOWS:

AGREEMENT

1. **TIME OF PERFORMANCE; TERM**

This Agreement shall begin effective July 1, 2026, and shall terminate on _____, unless otherwise extended by a written amendment signed by both Parties or otherwise earlier terminated pursuant to this Agreement.

2. **SCOPE OF SERVICES**

Consultant shall perform the services within the scope described in Attachment A and as authorized by Metro JPA (the "Services"). Consultant 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.

Consultant shall determine the method, details, and means of performing the above-described Services. Unless otherwise stated in Attachment A, Consultant shall supply all labor, tools, materials, and equipment required to perform the Services under this Agreement.

Consultant 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 Consultant's profession providing the same or similar services in the State of California. While exercising such professional skill and expertise, Consultant 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 Consultant of responsibility for the adequacy of its work.

3. COMPENSATION

Compensation payable to Consultant for Services performed under this Agreement shall not exceed those amounts indicated on Attachment B (the "Approved Fees"). In no event shall the total amount paid for Services rendered by Consultant pursuant to Attachment "A" exceed \$_____ during any fiscal year (July 1 - June 30) or \$_____ in the aggregate without the written approval of Metro JPA.

The Approved Fees 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. Consultant and Metro JPA agreed to this amount through an arm's length negotiation between the parties.

Consultant shall not incur any expenses unless pre-approved by Metro JPA in writing by the Board Chair or Metro JPA Board, as appropriate. Consultant shall submit monthly invoices to Metro JPA at the address listed herein. 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. Consultant will provide Metro JPA with receipts and proof of payment for all expenses. Unless otherwise provided on Attachment A, Metro JPA shall make payment of any undisputed invoiced amount to Consultant within forty-five (45) days of receipt of an approved invoice.

Metro JPA shall have the right to withhold payment from Consultant for any unsatisfactory Services until such time service is performed satisfactorily or as otherwise provided for in this Agreement. The Parties will work in good faith to promptly resolve any invoiced amount disputed by Metro JPA.

4. RELATIONSHIP OF THE PARTIES

It is expressly understood and agreed that Consultant is an independent contractor and its employees are not employees of Metro JPA while engaged in carrying out this Agreement. Consultant is free from the control and direction of Metro JPA in connection with the performance of the work, Consultant performs work that is outside the usual course of Metro JPA business, and Consultant 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 Consultant or its employee(s) pursuant to this Agreement shall be construed to make Consultant or its employee(s) the agent, employee, or servant of Metro JPA. Consultant 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. Consultant 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 Consultant and its employee(s).

To the maximum extent allowable by law, Consultant agrees to indemnify, defend and hold Metro JPA, its Board, members of the Board, consultants, and authorized representatives 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) Consultant's failure to meet its obligations under this Article, or (b) a third party's designation of Consultant or its employee(s) as an employee of Metro JPA, regardless of any actual or alleged negligence by Metro JPA.

Consultant and Metro JPA acknowledge that the relationship between the parties is non-exclusive and Consultant 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 Consultant sees fit. Metro JPA reserves the right to employ other contractors in connection with the Services described in Attachment A.

5. OBLIGATIONS OF CONSULTANT

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

6. 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.

7. 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.

8. 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.

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. 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: 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 insureds 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

- (1) Commercial General Liability: \$1,000,000 per occurrence/\$2,000,000 aggregate for bodily injury, personal injury, and property damage
- (2) Automobile Liability: \$500,000 per occurrence for bodily injury and property damage
- (3) Workers' Compensation: Statutory
- (4) 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.

e. Evidence Required

(i) 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. Evidence of insurance under this Agreement shall be kept as "Attachment C" hereto.

f. 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) 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.

g. 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.

h. 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.

i. Qualifying Insurers. All policies required shall be issued by acceptable insurance companies, as determined by the Metro JPA, which satisfy the following minimum requirements: Each such policy shall be from a company or companies with a current AM. 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.

j. 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.

k. 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.

12. 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, consultants, and authorized representatives 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.

13. 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.

14. 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.

15. DOCUMENTS

a. Any written, printed, graphic, or electronically or magnetically recorded information furnished by Metro JPA for Consultant's use is the sole property of Metro JPA. Consultant 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, Consultant will promptly return to Metro JPA any confidential information in its possession.

b. Metro JPA will solely and exclusively own all right, title and interest in and to all original, data, reports, documents and materials developed pursuant to the Services and all intellectual property rights related thereto ("Work Product"). All Work Product shall be considered "works for hire," provided that, to the extent that any of the foregoing may not be deemed a "work for hire," or in the event that Metro JPA may not, by operation of law or otherwise, be deemed to own any such Work Product, Consultant agrees to assign to Metro JPA, and to the extent permitted by applicable law does hereby irrevocably and unconditionally assign to Metro JPA and its successors, and assigns, all right, title and interest in and to such Work Product and all intellectual property rights embodied therein or practiced thereby.

16. NOTICE

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

METRO JPA:
Metro Wastewater JPA
P.O. Box 1072
National City, CA 91951
Attn: Metro TAC Chair

CONSULTANT:

and shall be effective upon receipt thereof.

17. 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.

18. SEVERABILITY

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

19. 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.

20. 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 Attachment 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 Attachment "B," if any.

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

METRO WASTEWATER JPA

[CONSULTANT]

By: _____

By: _____

ATTACHMENT "A"

Scope of Services

The Executive Director shall provide executive-level management and strategic leadership services to the Metro Wastewater Joint Powers Authority (Metro JPA). Services shall include, but not be limited to, the following:

- 1) **Executive Leadership and Strategic Oversight.** The Executive Director shall oversee, manage, and monitor Metro JPA's strategic goals, policies, and budgets. The Executive Director shall provide strategic direction to the organization, allocate resources consistent with Board-adopted priorities, and support the continued development and effectiveness of Metro JPA as an organization.
- 2) **Consultant Oversight and Contract Administration.** The Executive Director shall lead the Executive Team and oversee all Metro JPA consultants to ensure contractual obligations are met in a timely manner, in compliance with the Metro Agreement, and within approved budget limits.
- 3) **Financial Coordination.** The Executive Director shall coordinate with the Financial Consultant on Metro JPA financial matters, including the budget, invoices, and monthly financial reports with the Executive Director providing oversight to ensure alignment with Board-adopted policies and priorities.
- 4) **Board Support and Communications.** The Executive Director shall serve as the primary point of contact between Metro JPA staff, consultants, the City of San Diego, and the Metro JPA Board of Directors. The Executive Director shall provide direct communications and strategic support to the Board and coordinate with the Board Chair as appropriate.
- 5) **Governance and Meeting Attendance and Coordination.** The Executive Director shall coordinate Metro JPA Board, Technical Advisory Committee (TAC), and Ad Hoc Committee meetings. In conjunction with the Board Secretary, the Executive Director shall prepare meeting agendas, ensure supporting materials are assembled, and attend meetings as required. The Executive Director is expected to attend all Metro JPA regular and special board meetings in person unless another arrangement is agreed upon by the Board.
- 6) **Operations Coordination with the City of San Diego.** The Executive Director shall provide oversight and coordination related to the City of San Diego's operation of the Metro system, serving as the liaison between Metro JPA and City staff on operational, administrative, and strategic matters affecting the Metro system.
- 7) **Organizational Administration and Communications.** The Executive Director shall support organizational administration, including planning and coordinating events and ensuring that the Metro JPA website is updated as needed with current and accurate information.
- 8) **Management Authority.** The Executive Director is authorized to exercise prudent discretion in making management and contractual decisions on behalf of the Metro JPA that impact the Metro JPA budget in amounts of ten thousand dollars (\$10,000) or less, subject to consultation with the Metro JPA Board Chair.

9) **Level of Effort and Compensation.** The Executive Director position is contemplated as a part-time role, with a maximum level of effort estimated to be up to thirty (30) hours per month dedicated to Executive Director services. Compensation shall be provided on an hourly basis pursuant to a written agreement approved by the Metro JPA, unless another fee structure is authorized by written agreement.

ATTACHMENT "B"

Schedule of Charges

ATTACHMENT "C"
Insurance Certificates