



**METRO TAC AGENDA**  
**(Technical Advisory Committee to Metro JPA)**

**TO:** Metro TAC Representatives and Metro Commissioners

**DATE:** Wednesday, April 19, 2023

**TIME:** 11:00 a.m. to 1:00 p.m.

**LOCATION:** The health and well-being of the MetroTAC members/alternates and participating staff during the COVID-19 outbreak remains our top priority. The MetroTAC is taking steps to ensure the safety of all involved by holding its April meeting electronically via Zoom.

E-mail containing information on how to participate in the meeting will be distributed to the MetroTAC members e-mail list and approved San Diego City Staff by Monday, April 16, 2023 by 5:00 p.m. If you do not receive the e-mail, please contact Lori Peoples at [lpeoples@chulavistaca.gov](mailto:lpeoples@chulavistaca.gov) PRIOR to the meeting date

- 
1. Review and Approve Metro TAC Action Minutes for the Meeting of March 15, 2023 (**Attachment**)
  2. Metro Commission/JPA Board Meeting Recap (Standing Item)
  3. **ACTION:** Consideration and Possible Action to Recommend to the Metro Commission/Metro Wastewater JPA Approval of the Award Contract Contract for PW Phase 2 – Central Area Small Scale Facility (Andera Demich) (**Attachment**)
  4. **ACTION:** Consideration and Possible Action to Recommend to the Metro Wastewater Joint Powers Authority (JPA) Approval of the FY 2024 Metro Wastewater JPA Budget (Lee Ann Jones-Santos/Karyn Keze/Adriana Ochoa) (**Attachment**)
  5. **ACTION:** Consideration and Possible Action to Recommend to the Metro Commission/Metro Wastewater JPA Approval of the Following Budget Adjustments for FY 2023 and Corresponding Contract Amendments:
    - a. Budget Increase of \$58,400 for Engineering Services; and corresponding Amendment to the Professional Services Agreement between Metro Wastewater Joint Powers Authority and Dexter Wilson Engineering, Inc. (Adriana Ochoa/Karyn Keze)(**Attachment**)
    - b. Budget Increase of \$50,000 for Technical, Financial, and Administrative Coordination Services; and Amendment to the Professional Services Agreement between Metro Wastewater Joint Powers Authority and The Keze Group, LLC (Adriana Ochoa/ Beth Gentry) (**Attachment**)

- c. Budget Increase of \$10,000 for Engineering Technical Support; and Amendment to the Professional Services Agreement between Metro Wastewater Joint Powers Authority and NV5, Inc. (Adriana Ochoa/Karyn Keze) (**Attachment**)
- 6. **ACTION:** Consideration and Possible Action to Recommend to the Metro Wastewater JPA Approval of the Following Budget/Contract Items Relating to FY 2024:
  - a. Professional Services Agreement with Paul Redvers Brown, Inc. for Facilitator Services for FY 2024 (Adriana Ochoa/Karyn Keze) (**Attachment**)
  - b. Reimbursement Agreement with the City of San Diego for Facilitator Services with Paul Redvers Brown, Inc. for FY 2024 (Adriana Ochoa/Karyn Keze) (**Attachment**)
- 7. **UPDATE:** Metro Wastewater (Financial) (Standing Item) (Adam Jones)
- 8. **UPDATE:** Metro Wastewater (General) (Update Postponed to May TAC) (Tom Rosales)
  - a. April 2020 Spill Update
  - b. January 2023 Spill Update
  - c. Capital Program Master Planning Process Status
- 9. **UPDATE:** Metro Capital Improvement Program and Funding Sources (Standing Item) (Tung Phung) (Quarterly)
- 10. **UPDATE:** Pure Water Program (Standing Item) (Amy Dorman)
  - a. Pure Water Construction Contracts Update (Next Update June)
  - b. General Update
- 11. **UPDATE:** Financial (Standing Item) (Karyn Keze)
  - a. Workshop for PA Finance/Technical Staff - May 2023
- 12. **REPORT:** IRWMP Update (Standing Item) (Karen Jassoy)
- 13. Review of Items to be Brought Forward to the Regular Metro Commission/Metro JPA Meeting (**May 4, 2023**)
- 14. Other Business of Metro TAC
- 15. Adjournment (**To the next Regular Meeting May 17, 2023**)

**Metro TAC 2023 Meeting Schedule**

January 19	May 17	September 20
February 15	June 21	October 18
March 16	July 19	November 15
April 19	August 16	December 20

# ATTACHMENT 1

MINUTES OF  
MARCH 15, 2023

**MetroTAC**  
(Technical Advisory Committee to Metro Commission/JPA)

**ACTION MINUTES**

**DATE OF MEETING:** March 15, 2023  
**TIME:** 11:00 AM  
**LOCATION:** Zoom Meeting held Online

**MEETING ATTENDANCE:**

**Members Present**

Beth Gentry, Chula Vista  
Leon Firsht, Coronado  
Joe Bride, Del Mar (absent)  
Yazmin Arellano, El Cajon  
Mike James, El Cajon  
Eric Minicilli, Imperial Beach  
Hamed Hashemian, La Mesa  
Joe Kuhn, La Mesa  
Izzy Murguia, Lemon Grove  
Carmen Kasner, National City  
Steven Beppler, Otay WD  
Bob Kennedy, Otay WD (arrived 12:13)  
Paul Clarke, Padre Dam MWD  
Sanjay Gaur, Padre Dam MWD Consultant  
Alisa Nichols, Poway  
Mike Hindle, Poway  
Peejay Tubongbanua, County of San Diego

**San Diego City Staff/Consultants**

Tom Rosales, City of San Diego  
Amy Dorman, City of San Diego  
Adam Jones, City of San Diego

**Others Present**

Doug Owen, STANTEC  
Benjamin Stewart, STANTEC

**Staff/Consultants Present**

Karyn Keze, the Keze Group  
Scott Tulloch, NV5  
Dexter Wilson, Wilson Engineering  
Lee Ann Jones-Santos, Treasurer  
Lori Anne Peoples, Metro JPA Board Secretary

**1. ACTION: Review and Approve MetroTAC Action Minutes for the Meeting of February 15, 2023**

**ACTION:** Motion by Leon Firsht, seconded by Peejay Tubongbanua, the Minutes be approved.  
Motion carried unanimously.

**2. ACTION: Consideration and Possible Action to Recommend to the Metro JPA/Commission Approval of the Treasurer's Report Ending February 28, 2023**

Karyn Keze provided a brief overview of the Treasurer's Report (included in the agenda package) She noted that there will be adequate cash to get us through year end even though monthly spending was above average. She also noted that the 2<sup>nd</sup> ARA was in drafting and ancillary issues are being addressed. She has been appointed to lead this process and thus her contract may be over budget by year-end. She also noted that the Finance Committee approved this report for moving forward to MetroTAC.

**ACTION:** Motion by Eric Minicilli, seconded by Izzy Murguia, the item be approved for submission to the Metro JPA/Commission. Motion carried unanimously.

**3. PRESENTATION: Repurified Water Revenue**

Karyn Keze provided a verbal overview of her presentation (copy included in the agenda packet) and noted this was for information only. It included a review of the ARA and Exhibit F provisions along with sample draft calculations based on engineering and CWA estimates. She noted that all financial provisions, such as Repurified Water, were being moved into their own section in the 2<sup>nd</sup> ARA to make things easier to locate and follow.

Adam Jones, City of San Diego, reiterated that these are only estimates and the final costs won't be known until they Phase 1 starts producing repurified water and the actual footprint of Phase 2 is known and that he appreciated the ability to work with the Metro JPA staff.

**Item 6 was heard at this point**

**4. UPDATE: Metro JPA/Commission Meeting Recap**

MetroTAC Chair Gentry noted that all items previously appearing before MetroTAC were approved by the JPA. Additionally, the workshop and tour of the Pt. Loma Wastewater Facility was well received. She thanked Lori and Karyn as well as the presenters for a job well done.

**5. UPDATE: Metro Wastewater (Financial)**

**A. 5 Year PUD Financial Outlook**

Adam Jones presented verbal overview of his Power Point presentation on the five-year outlook of the City of San Diego's Public Utilities Department City Sewer System Financials. (A copy of his presentation is attached to these minutes as Exhibit A) His presentation focused on the Metro System. He recommended that the PA's keep the \$95 million estimate for their annual projections for the next several years. These projections are update each year in November and presented to the PAs so that they can incorporate the most recent estimates into their annual budgets.

**Item 6 was heard prior to Item 4**

**6. UPDATE: Metro Wastewater (General)**

**A. April 10, 2020 Spill (March 7, 2023 San Diego City Council Meeting – Settlement)**

**B. January 17, 2023 Spill Update**

**A.** Tom Rosales provided brief verbal updates on the above noting that the settlement agreement for the April 10, 2020 spill was heard in closed session at the March 7, 2023 San Diego City Council Meeting. It will now go to open session followed by the Regional Board review and comments and then taken for approval in June. He noted that the San Diego City Attorney will reach out to the JPA Attorney prior to spill information becoming public.

**B.** Tom then stated that city staff is still working on the technical report needed for the January 17, 2023, spill update to send to the Regional Board which will also need to include a plan for going forward.

**7. UPDATE: Fiscal Year 2023 Metro Capital Improvement Program and Funding Sources**

Tung Phung was not present at the meeting, however his report was included in the agenda package and the PA's were instructed to contact him should they have any questions.

**8. UPDATE: Pure Water Program**

**A. Pure Water Construction Contracts Update**

Amy Dorman, City of San Diego provided a brief verbal overview of the table included in the agenda package which provided the status of each of the construction contracts.

**9. UPDATE: Financial Report**

Karyn Keze stated that next month the draft FY 2024 Metro JPA budget would be coming forward.

**10. Review of items to be Brought Forward to the Regular Metro Commission/Metro Wastewater JPA Meeting on April 19, 2023**

Chair Gentry stated Item 2, 3 and 8 would move forward.

**11. Other Business of MetroTAC**

Chair Gentry stated that after the regular Metro JPA/Commission meeting next month, a workshop will be held on the City of San Diego's Reclamation Program and the North City Pure Water Facility followed by a tour.

Additionally, she noted that the MetroTAC April meeting would be held via Zoom and they will discuss at that meeting whether or not to hold in person meetings quarterly.

**12. Closed Session:  
Discussion Regarding Potential Pre-Litigation Item. There was nothing to report.**

**13. Adjournment to the Next Regular Meeting**

There being no further business the meeting was adjourned at 1:30 p.m.

# EXHIBIT A

ITEM 5A  
MARCH 15, 2023

Public Utilities Department

# PUD Fiscal Year 2024-2028 Five-Year Financial Outlook

March 2023

Adam Jones, Finance Deputy Director





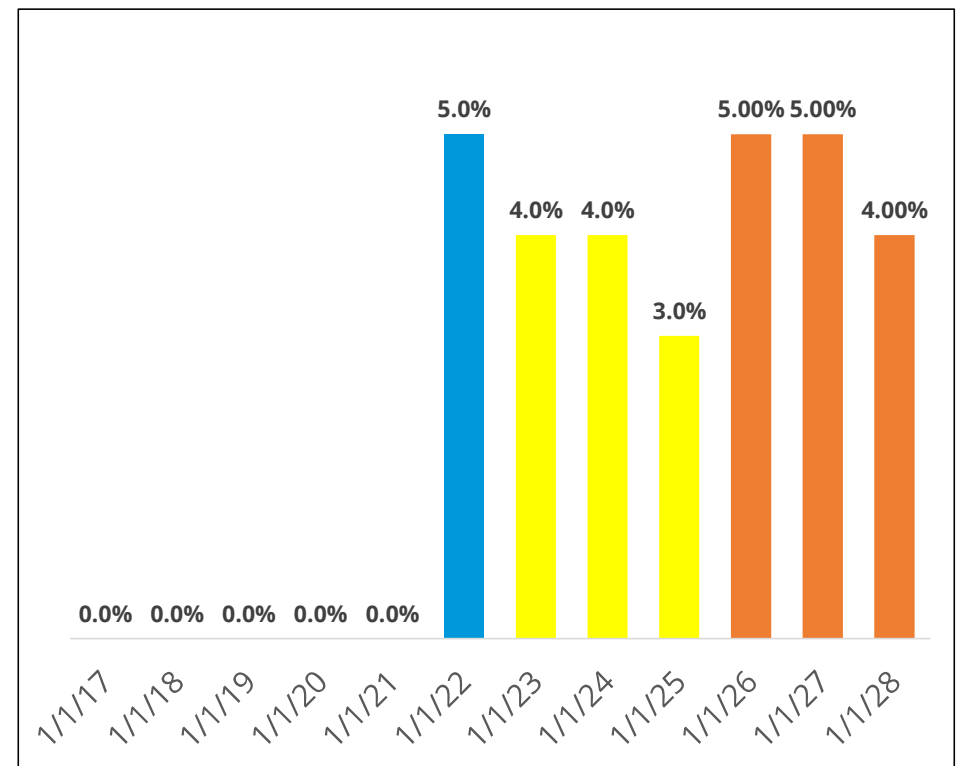


## Overview

- Public Utilities charges rates to cover its operations using a Cost of Service process
  - Wastewater completed process (September 2021)
- PUD Five-Year Financial Outlook
  - Identifies system-wide revenue need for each utility under a Cost of Service process

## Key Cost Drivers - Wastewater

- Aligned with Rates Approved by Council
- Prior Critical adds moved to the Baseline
- Critical Expenditures for Upcoming/new Programs
  - Pure Water
  - Wastewater Resiliency
    - Pump station #1 and #2
  - Regulatory Compliance





## Public Utilities Department

Summary of Operating & Maintenance Key Financial Data (\$ in Millions)						
	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028
Sewer Service Charges	\$295.0	\$306.8	\$318.1	\$332.0	\$359.1	\$374.3
Capacity Charges	\$23.7	\$21.9	\$22.8	\$22.3	\$22.6	\$22.4
Grants	\$3.0	\$0.0	\$0.0	\$0.0	\$0.0	\$0.0
Other Revenue	\$112.4	\$113.9	\$111.7	\$111.3	\$111.8	\$112.4
<b>TOTAL SYSTEM REVENUES</b>	<b>\$434.1</b>	<b>\$442.6</b>	<b>\$452.6</b>	<b>\$465.6</b>	<b>\$493.5</b>	<b>\$509.2</b>
Salaries & Wages	\$64.2	\$66.1	\$68.2	\$70.2	\$72.4	\$74.6
Fringe Benefits	\$44.7	\$45.8	\$46.9	\$48.1	\$49.3	\$50.5
Other Non-Personnel Expenditures	\$179.2	\$185.3	\$191.9	\$192.8	\$196.5	\$200.2
<b>BASELINE EXPENDITURES</b>	<b>\$288.0</b>	<b>\$197.2</b>	<b>\$306.9</b>	<b>\$311.2</b>	<b>\$318.2</b>	<b>\$325.3</b>
<b>CRITICAL OPERATING EXPENDITURES</b>	<b>\$0.0</b>	<b>\$11.4</b>	<b>\$12.4</b>	<b>\$10.9</b>	<b>\$10.7</b>	<b>\$11.2</b>
Contributions to CIP	(\$57.5)	\$125.4	\$145.7	(\$39.1)	\$89.4	(\$70.6)
Debt Service	\$115.1	\$101.0	\$103.0	\$105.5	\$119.4	\$112.6
(Use of) / Contributions to Reserves	(\$26.3)	(\$5.0)	(\$12.0)	(\$11.5)	(\$9.8)	(\$8.5)
<b>NON-OPERATING EXPENDITURES</b>	<b>\$31.4</b>	<b>\$221.4</b>	<b>\$236.7</b>	<b>\$55.0</b>	<b>\$198.9</b>	<b>\$33.5</b>
<b>TOTAL EXPENDITURES</b>	<b>\$319.4</b>	<b>\$530.1</b>	<b>\$556.0</b>	<b>\$377.0</b>	<b>\$527.8</b>	<b>\$369.9</b>
<b>Impact to Fund Balance</b>	<b>\$114.6</b>	<b>(\$87.5)</b>	<b>(\$103.5)</b>	<b>\$88.6</b>	<b>(\$34.4)</b>	<b>\$139.3</b>
<b>Debt Service Coverage Ratio</b>	<b>1.42 x</b>	<b>1.38 x</b>	<b>1.41 x</b>	<b>1.47 x</b>	<b>1.46 x</b>	<b>1.61 x</b>

## Metro System Expenditures – Personnel

	FY2024	FY2025	FY2026	FY2027	FY2028
<b>PERSONNEL</b>					
Salary & Wages	\$38,931,100	\$40,118,300	\$41,342,000	\$42,602,700	\$43,902,000
Fringe	\$24,749,800	\$25,368,700	\$26,002,800	\$26,652,700	\$27,319,100
<b>Critical Adds</b>					
Data Driven Decisions and Systems	\$ 1,054,293	\$ 1,871,051	\$ 2,439,806	\$2,439,806	\$2,439,806
Pure Water	\$349,888	\$359,347	\$369,095	\$379,140	\$389,491
Pure Water Phase 2	\$433,912	\$445,489	\$457,418	\$469,712	\$482,381
Regulatory Compliance and Equipment	\$105,952	\$108,849	\$111,834	\$114,910	\$118,079
Wastewater Safety and Resiliency	\$30,078	\$30,876	\$31,699	\$32,547	\$402,435

## Metro System Expenditures – Contracts

	FY2024	FY2025	FY2026	FY2027	FY2028
<b>CONTRACTS</b>					
Baseline Contracts	\$59,925,854	\$61,124,341	\$62,346,890	\$63,593,800	\$64,865,600
<b>Critical Adds</b>					
Phase I - Operations	\$51,770	\$176,970	(\$387,280)	(\$912,280)	(\$1,412,280)
Phase II - Program Management	\$760,000	\$760,000	\$760,000	\$760,000	\$810,000
Regulatory Compliance	\$750,000	\$750,000	\$750,000	\$825,000	\$1,100,000
Wastewater Safety and Resiliency	\$1,814,125	-	-	-	--

## Metro System Expenditures – Supplies

	FY2024	FY2025	FY2026	FY2027	FY2028
<b>SUPPLIES</b>					
Baseline Supplies	\$29,496,488	\$30,967,814	\$31,896,895	\$32,853,700	\$33,839,200
Phase 1	\$47,250	\$59,720	\$59,720	\$59,720	\$59,720
Wastewater Safety and Resiliency	\$500,000	\$500,000	\$500,000	\$500,000	\$500,000

## Metro System Expenditures – IT

	FY2024	FY2025	FY2026	FY2027	FY2028
<b>INFORMATION TECHNOLOGY</b>					
Baseline IT	\$10,143,128	\$10,345,973	\$10,553,040	\$10,764,100	\$10,979,300
Wastewater Safety and Resiliency	\$1,700,941	\$5,271,093	\$3,743,470	\$3,921,988	\$4,118,087

❖ IT Baseline uses estimates of IT costs and California CPI

## Metro System Expenditures – Energy/Utilities

	FY2024	FY2025	FY2026	FY2027	FY2028
<b>ENERGY &amp; UTILITIES</b>					
Baseline E&U	\$21,600,044	\$22,327,252	\$22,416,575	\$22,506,200	\$22,596,200
Pump station #2 Renewable NG	\$1,500,000	\$1,500,000	\$1,500,000	\$1,500,000	\$1,500,000
Phase I	-	-	\$1,000,000	\$1,000,000	\$1,000,000

- ❖ Energy and Utilities Baseline includes various components
  - ❖ Gasoline, Diesel, Electricity, Natural Gas
- ❖ Pure Water Program requires significant energy costs as new and expanding Pure Water facilities come online, Natural Gas supply for PS #2 Power reliability



## Metro System Expenditures – Other

	FY2024	FY2025	FY2026	FY2027	FY2028
<b>OTHER</b>					
Baseline	\$3,545,589	\$3,545,589	\$3,545,589	\$3,545,589	\$3,545,589
Pure Water	\$135,350	\$74,400	\$8,000		\$137,600
Regulatory Compliance and Equipment	\$685,000	\$1,000,000	\$1,120,000	\$1,000,000	\$1,000,000

## Metro System Expenditures – Total O&M and Debt

	<b>FY2024</b>	<b>FY2025</b>	<b>FY2026</b>	<b>FY2027</b>	<b>FY2028</b>
<b>Operations Budget</b>					
Baseline	\$188,392,003	\$193,797,969	\$198,103,789	\$202,518,800	\$207,047,000
Phase I Adds	\$668,282	\$756,579	\$1,137,858	\$617,152	\$267,421
Phase II Adds	\$865,952	\$868,849	\$871,834	\$874,910	\$928,079
Other Metro Adds	\$8,330,032	\$9,529,660	\$8,135,820	\$8,283,542	\$9,138,292
<b>Debt Service</b>	<b>\$54,365,593</b>	<b>\$56,299,227</b>	<b>\$55,230,864</b>	<b>\$57,764,423</b>	<b>\$57,506,561</b>

## Metro System CIP Expenditures by Category

	FY2024	FY2025	FY2026	FY2027	FY2028
<b>EXPENSES: CIP</b>					
Pure Water Program	<u>\$211,682,436</u>	<u>\$114,400,100</u>	<u>\$28,771,520</u>	<u>\$7,060,008</u>	<u>\$14,328,658</u>
Trunk Sewers	<u>\$1,005,000</u>	<u>\$1,410,000</u>	<u>\$9,057,453</u>	<u>\$11,178,275</u>	<u>\$3,499,623</u>
Miscellaneous (Other)	<u>\$2,484,430</u>	<u>\$27,614,382</u>	<u>\$3,005,659</u>	<u>\$17,048,948</u>	<u>\$12,107,054</u>
SDG&E Relocation (Assumed FY 23)	-	-	-	-	-
Sewer Treatment Plants	<u>\$32,894,879</u>	<u>\$26,184,703</u>	<u>\$13,404,973</u>	<u>\$5,358,839</u>	<u>\$9,609,238</u>
Large Sewer Pump Stations	<u>\$6,324,956</u>	<u>\$4,986,376</u>	<u>\$23,101,198</u>	<u>\$20,610,082</u>	<u>\$33,220,948</u>
Recycled Water	-	-	-	-	-
<b>TOTAL CIP</b>	<b>\$254,391,700</b>	<b>\$174,595,560</b>	<b>\$77,340,804</b>	<b>\$61,256,152</b>	<b>\$72,765,520</b>

## Metro System CIP Funding Sources

(Millions)

	FY2024	FY2025	FY2026	FY2027	FY2028
<b>Pure Water CIP</b>					
SRF Loans	\$185.7	\$127.8	\$30.3	\$0.1	-
Grants	-	-	-	-	-
Pay-Go	\$26.0	(\$13.4)	(\$1.5)	\$7.0	\$14.3
<b>Subtotal</b>	<b>\$211.7</b>	<b>\$114.4</b>	<b>\$28.8</b>	<b>\$7.1</b>	<b>\$14.3</b>
<b>Baseline CIP</b>					
Revenue Bonds	\$20.0	-	\$40.0	-	90.0
SRF Loans	\$6.0	\$32.2	\$18.0	\$28.5	\$18.0
Grants	-				
Pay-Go	\$16.7	\$28.0	(\$9.4)	(\$25.7)	(\$49.5)
<b>Subtotal</b>	<b>\$42.7</b>	<b>\$60.2</b>	<b>\$48.6</b>	<b>\$54.2</b>	<b>\$58.5</b>

- ❖ Funding consists of various loans/debt, grants, and cash
- ❖ SRF Loans are assumed to fund Pure Water Projects

## Conclusion

- ❖ To ensure City rates are sufficient enough support changes in metro flow, Projections assume PAs continue contributing \$85 million on average each year
  - ❖ Recommend that PA's keep the \$95 million estimate for your processes
- ❖ Projections were based on assumptions through November of 2022
  - ❖ Inflation, Energy Prices, Supply Chain and Construction Market, Before Pump Station 2 Spill
- ❖ Does not assume any new funding being applied for in the Federal Bi-partisan Infrastructure Law, which would decrease contributions

## ITEM 3

Award contract  
for PW Phase 2 -  
Central Area  
Small Scale  
Facility to J.R.  
Filanc  
Construction  
Company, Inc

**METRO JPA/TAC**  
**Staff Report**  
**Date: 4/11/2023**

**Project Title:**

Pure Water Phase 2 – Award of Central Area Small Scale Facility

**Presenter(s) Name:**

Andrea Demich

**Presenter(s) Title:**

Assistant Deputy Director

**Requested Action:**

1. Authorized the execution of a construction contract with J.R. Filanc Construction Company, Inc. for the Pure Water Program Central Area Small-Scale Facility, in an amount not to exceed \$44,200,000 of which \$38,431,331 is for this contract, and \$5,768,669.00 is for future contract change orders; and
2. Authorize the expenditure of funds in an amount not to exceed \$44,200,000 from Pure Water Program Phase 2, PWP Central Area Small Scale Facility, of which \$16,796,000 is from Fund 700009, Metro Sewer CIP, and \$27,404,000 from Fund 700010, Water Utility CIP

**Recommendations:**

Approve actions

Metro TAC:

Approve the subject item and forward to Metro JPA/ Metro Commission for approval

IROC:

N/A

Prior Actions:  
(Committee/Commission,  
Date, Result)

N/A

**Fiscal Impact:**

Is this projected budgeted?    Yes ☒    No ☐

Cost breakdown between Metro & Muni:    \$16,796,000 for Pure Water Metro Sewer + \$0 Muni Sewer + \$27,404,000 Water

Fiscal impact to the Metro JPA:    Pure Water Phase 2: 33.5% of Metro cost (~\$5,626,660)

**Capital Improvement Program:**

New Project?    Yes ☐    No ☒    N/A ☐

Existing Project?    Yes ☒    No ☐    Upgrade/addition ☐    Change ☒

**Previous TAC/JPA Action:**

None

**Additional/Future Action:**

Present item to Metro JPA/ Metro Commission in May 2023

**City Council Action:**

City Council approval expected in May 2023

**Background:** *Provide background information on the need for the project*

Pure Water Phase 2 will deliver 53 mgd of purified water to either Murray Reservoir or San Vicente Reservoir. The PWP Central Area Small-scale Facility will run wastewater through two parallel treatment trains modeling the Murray and San Vicente treatment options. The facility will consist of water reclamation plant (WRP) processes

(preliminary to tertiary treatment) and advanced water purification (AWP) process trains (ozone/Biological Activated Carbon, membranes, and Ultraviolet/Advanced Oxidation Process) and will be tested and operated to demonstrate compliance with recycled water objectives and to determine parameters for full-scale design of the Pure Water Phase 2 facilities.

Bid opening was on January 12, 2023. Three bids were received and J.R. Filanc Construction Company, Inc. was the lowest responsible bidder. The proposed action awards PWP Central Area Small-scale Facility to J.R. Filanc Construction Company, Inc., and it updates the Capital Improvement Budget to increase the Phase 2 Annual Allocation.

**Discussion:** *Provide information on decisions made to advance the project*

**Bid Results:** *If bidding was done provide bidding format and results*  
Attached



# Pure Water Program (PWP) Central Area Small-Scale Fac...

\*\*\* Please Note: Bid Tabulations do not reflect Equal Opportunity Contracting (EOCP) Outreach Evaluation and may change if the outreach requirements or Good Faith Effort (GFE) are not met.

*Showing 3 Bid Results*

Vendor	Type	Bid Amount	Responsive
<b>J. R. Filanc Construction Co., Inc.</b> 740 N. Andreasen Drive Escondido, California 92029 <b>Contact:</b> Bob Zaiser <b>Phone:</b> 760-941-7130	CADIR, Local	\$38,431,331.00	Yes
<b>Shimmick Construction Company, Inc.</b> 530 Technology Dr. Suite 300 Irvine, California 92618 <b>Contact:</b> W. Andrew Sloane III <b>Phone:</b> 949-333-1500	CADIR, PQUAL	\$39,650,300.00	
<b>Walsh ConstructionCompany II, LLC</b> 9915 Mira Mesa Boulevard Suite 230 San Diego, California 92131 <b>Contact:</b> Kyle Jones <b>Phone:</b> 858-715-7200	CADIR, PQUAL, CAU, MALE, Local	\$44,480,010.00	

## Bid Results

### Bidder Details

**Vendor Name** J. R. Filanc Construction Co., Inc.  
**Address** 740 N. Andreasen Drive  
Escondido, California 92029  
United States  
**Respondee** Bob Zaiser  
**Respondee Title** Vice President  
**Phone** 760-941-7130  
**Email** bids@filanc.com  
**Vendor Type** CADIR  
**License #** 134877  
**CADIR** 1000001631

### Bid Detail

**Bid Format** Electronic  
**Submitted** 01/12/2023 1:55 PM (PST)  
**Delivery Method**  
**Bid Responsive**  
**Bid Status** Submitted  
**Confirmation #** 314893

### Respondee Comment

### Buyer Comment

### Attachments

File Title	File Name	File Type
Vendor Debarment and Suspension Form.pdf	Vendor Debarment and Suspension Form.pdf	DEBARMENT AND SUSPENSION CERTIFICATION FOR SUBCONTRACTORS, SUPPLIERS AND MANUFACTURERS
Prime Debarment and Suspension Cert.pdf	Prime Debarment and Suspension Cert.pdf	DEBARMENT AND SUSPENSION CERTIFICATION FOR PRIME CONTRACTOR
Mandatory Disclosure of Business Interests.pdf	Mandatory Disclosure of Business Interests.pdf	MANDATORY DISCLOSURE OF BUSINESS INTERESTS FORM
Contractors Cert of Pending Action.pdf	Contractors Cert of Pending Action.pdf	CONTRACTOR'S CERTIFICATION OF PENDING ACTIONS
Bid Bond.pdf	Bid Bond.pdf	Bid Bond

## Subcontractors

Showing 8 Subcontractors

Name & Address	Desc	License Num	CADIR	Amount	Type
<b>*LEED ELECTRIC INC</b> 13138 Artic Circle Santa Fe Springs, California 90670	Constructor: E&IC	379096	1000004633	\$6,900,000.00	
<b>Bonita Pipeline, Inc.</b> 140 N Glover Avenue Chula Vista, California 91910	SLBE Constructor: demo, u/g piping, ductbanks, u/g pump stations, PE Tanks, ozone, CCRO, FRRO	817325	1000018819	\$4,500,000.00	DVBE, DBE, MBE, CADIR, SDB, PQUAL, MALE, SDVSB, LAT, HUBZ, Local
<b>Condon Johnson</b> 490 Roland Way, Suite 200 Oakland, California 94621	Constructor: Piles	300068	1000004443	\$550,000.00	
<b>INTEGRITY REBAR</b> 1345 NANDWA AVE PERRIC, California 92571	Constructor: Rebar	533729	1000005302	\$475,000.00	
<b>Kirk Paving, Inc.</b> 8722 Winter Gardens Blvd. Lakeside, California 92040	SLBE Constructor: Paving	749206	1000002341	\$46,000.00	CADIR, Local
<b>Leopold Biological Services</b> 11160 Portobelo Drive San Diego, California 92124	ELBE Consultant: Biological monitoring	000000	0000000000	\$36,000.00	DBE, WBE, SDB, FEM, WOSB, CAU, Local
<b>NOVA Services, Inc. DVBE/SLBE</b> 4373 Viewridge Ave Suite B San Diego, California 92123	SLBE Consultant: Material inspection	000000	1000007909	\$60,000.00	DVBE, CADIR, SLBE, SDVSB, Local
<b>National Coating &amp; Lining</b> 26713 Madison Ave Murrieta, California 92562	Constructor: Coatings	886430	1000013795	\$370,000.00	MALE, CAU

Line Items

Discount Terms    No Discount

Item #	Item Code	Type	Item Description	UOM	QTY	Unit Price	Line Total	Response	Comment
Main Bid							\$38,431,331.00		
1	524126		Bonds (Payment and Performance)	LS	1	\$300,000.00	\$300,000.00	Yes	
2	237110		Mobilization	LS	1	\$1,100,000.00	\$1,100,000.00	Yes	
3	541330		WPCP Development	LS	1	\$25,000.00	\$25,000.00	Yes	
4	237310		WPCP Implementation	LS	1	\$100,000.00	\$100,000.00	Yes	
5	237110		Central Area Small-Scale Facility	LS	1	\$33,726,031.00	\$33,726,031.00	Yes	
6	236220		Field Orders (EOC Type II) Allowance	AL	1	\$3,135,300.00	\$3,135,300.00	Yes	
7	236220		Building Permit (EOC Type I) Fees Allowance	AL	1	\$5,000.00	\$5,000.00	Yes	
8	541330		Biological Monitoring and Reporting	LS	1	\$40,000.00	\$40,000.00	Yes	

Line Item Subtotals

Section Title	Line Total
Main Bid	\$38,431,331.00
Grand Total	\$38,431,331.00

City of San Diego's Public Utilities Department

# Award Construction Contract for Pure Water Phase 2- Central Area Small-Scale Facility

Metro TAC  
April 19, 2023



# Background

- Demonstration facility for Pure Water Phase 2
- Located at Point Loma WTP
- Testing two treatment trains before full-scale design
- Fund and award construction contract and contingency
- Construction Contract Duration: 440 working days

# Requested Actions

- Authorize the execution of a construction contract with J.R. Filanc Construction Company, Inc. for \$44.2 million
- Authorize the expenditure of \$44.2 million of which \$16.8 million is Metro sewer and \$27.4 million is water



# Funding Breakdown

- Award authority of \$44.2 million
  - Construction Bid: \$38.4 million
  - Contingency : 15% (\$5.8 million)
- Fund source of \$44.2 million
  - Water: \$27,404,000 (62%)
  - Sewer: \$16,796,000 (38%)

# Pure Water Phase 2 Map



# Questions?



# ATTACHMENT 4

## FY 2024 Metro Wastewater JPA Budget



*Proactively Addressing  
Regional Wastewater Issues  
for the Public Benefit*

# FY 2024 Metro JPA Budget Overview

# Year-End Projections



## Executive Team Consultants

Increases due to unforeseen unbudgeted tasks during FY2023



## Legal Cost Stabilized



## Board of Director Per Diems

Pure Water/2<sup>nd</sup> ARA AdHoc Not Included in FY 2023 Budget Estimate

METRO WASTEWATER JPA  
PROPOSED BUDGET - FY '24

FY '23 ACTUAL / FORECAST							
	Actual Through 3/01/23	Estimate remaining Months	Forecast Through 6/30/23	Approved Annual Budget	Forecast over /(under) Budget		
					\$	%	
Income							
Membership Dues	\$ 584,245	\$ -	\$ 584,245	\$ 584,245	\$ -	0%	
Use of Reserves***	\$ -	-	-	-	-		
City of San Diego	\$ 4,600	\$ 22,559	27,159	44,210	(17,051)	-39%	
Interest Income	-	-	-	-	-		
Total Income	\$ 588,845	\$ 22,559	\$ 611,404	\$ 628,455	\$ (17,051)	-3%	
Expense							
Administrative Assistant-LP	\$ 12,639	\$ 24,000	\$ 36,639	\$ 37,100	\$ (461)	-1%	
Bank Charges	-	-	-	200	(200)		
Financial Services				-	-		
Audit Fees	-	-	-	12,000	(12,000)		
Financial Consulting Support (Auditor)	-	-	-	2,500	(2,500)		
Financial - The Keze Group*	81,960	40,980	122,940	100,000	22,940	23%	
Treasurer - Padre Dam/El Cajon	6,428	5,000	11,428	30,000	(18,572)	-62%	
JPA/TAC meeting expenses	1,917	1,500	3,417	5,000	(1,583)	-32%	
Miscellaneous	-	-	-	250	(250)		
Per Diem - Board	14,400	7,200	21,600	18,000	3,600	20%	
Printing, Postage, Supplies	58	100	158	860	(702)	-82%	
Professional Services							
Engineering - Dexter Wilson**	115,158	57,579	172,736	141,700	31,036	22%	
Engineering - NV5	21,375	10,688	32,063	30,000	2,063	7%	
Legal - Procopio (2nd ARA/PW)*	73,182	36,591	109,772	150,000	(40,228)	-27%	
Legal - Procopio (General)*	31,423	15,711	47,134	60,000	(12,866)	-21%	
Legal - Procopio (Spill)*	22,125	11,063	33,188		33,188		
Legal - BB&K	1,561	-	1,561	-	1,561		
Paul Redvers Brown	10,150	5,075	15,225	24,900	(9,675)	-39%	
Telephone, Internet, Software	1,154	577	1,730	2,140	(410)	-19%	
Website Architecture Update	-	-	-	10,500	(10,500)		
Website Maintenance & Hosting	3,087	-	3,087	3,305	(218)	-7%	
Total Expense	\$ 396,615	\$ 216,063	\$ 612,678	\$ 628,455	\$ (15,777)	-3%	
Net Income (Loss)	\$ 192,229	\$ (193,504)	\$ (1,274)	\$ -	\$ (1,274)	0%	
* Total Legal - Procopio	\$ 126,729	\$ 63,365	\$ 190,094	\$ 210,000	\$ (19,906)	-9%	

# FYE 2024 Budget Highlights



## Reserves

### **Formal Policy Being Developed**

#### Cash Flow Reserve

- Remains at 4-months of operating cash

#### “Contingency” Reserve

- To be discussed with Finance Committee
- No financial impact for FY 2024



## Budget Decreases

Financial Consulting Support  
(Auditors)

Website Architecture Update



## Budget Increases

Consultant Contracts

Budget for Unbudgeted Expenses

“Administrative Coordinator” Role

Legal “Spill” Budget

Board of Directors Per Diem’s

Meeting Expenses



**METRO WASTEWATER JPA  
PROPOSED BUDGET - FY '24**

FY '23 ACTUAL / FORECAST							
	Actual Through 3/01/23	Estimate remaining Months	Forecast Through 6/30/23	Approved Annual Budget	Forecast over /(under) Budget		
					\$	%	
<b>Income</b>							
<b>Membership Dues</b>	\$ 584,245	\$ -	\$ 584,245	\$ 584,245	\$ -	0%	
<b>Use of Reserves***</b>	\$ -	-	-	-	-		
<b>City of San Diego</b>	\$ 4,600	\$ 22,559	27,159	44,210	(17,051)	-39%	
<b>Interest Income</b>	-	-	-	-	-		
<b>Total Income</b>	\$ 588,845	\$ 22,559	\$ 611,404	\$ 628,455	\$ (17,051)	-3%	
<b>Expense</b>							
<b>Administrative Assistant-LP</b>	\$ 12,639	\$ 24,000	\$ 36,639	\$ 37,100	\$ (461)	-1%	
<b>Bank Charges</b>	-	-	-	200	(200)		
<b>Financial Services</b>				-	-		
<b>Audit Fees</b>	-	-	-	12,000	(12,000)		
<b>Financial Consulting Support (Auditor)</b>	-	-	-	2,500	(2,500)		
<b>Financial - The Keze Group*</b>	81,960	40,980	122,940	100,000	22,940	23%	
<b>Treasurer - Padre Dam/El Cajon</b>	6,428	5,000	11,428	30,000	(18,572)	-62%	
<b>JPA/TAC meeting expenses</b>	1,917	1,500	3,417	5,000	(1,583)	-32%	
<b>Miscellaneous</b>	-	-	-	250	(250)		
<b>Per Diem - Board</b>	14,400	7,200	21,600	18,000	3,600	20%	
<b>Printing, Postage, Supplies</b>	58	100	158	860	(702)	-82%	
<b>Professional Services</b>							
<b>Engineering - Dexter Wilson**</b>	115,158	57,579	172,736	141,700	31,036	22%	
<b>Engineering - NV5</b>	21,375	10,688	32,063	30,000	2,063	7%	
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<b>Legal - Procopio (General)*</b>	31,423	15,711	47,134	60,000	(12,866)	-21%	
<b>Legal - Procopio (Spill)*</b>	22,125	11,063	33,188		33,188		
<b>Legal - BB&amp;K</b>	1,561	-	1,561	-	1,561		
<b>Paul Redvers Brown</b>	10,150	5,075	15,225	24,900	(9,675)	-39%	
<b>Telephone, Internet, Software</b>	1,154	577	1,730	2,140	(410)	-19%	
<b>Website Architecture Update</b>	-	-	-	10,500	(10,500)		
<b>Website Maintenance &amp; Hosting</b>	3,087	-	3,087	3,305	(218)	-7%	
<b>Total Expense</b>	\$ 396,615	\$ 216,063	\$ 612,678	\$ 628,455	\$ (15,777)	-3%	
<b>Net Income (Loss)</b>	\$ 192,229	\$ (193,504)	\$ (1,274)	\$ -	\$ (1,274)	0%	
<b>* Total Legal - Procopio</b>	\$ 126,729	\$ 63,365	\$ 190,094	\$ 210,000	\$ (19,906)	-9%	

\$ -

FY '24		
Proposed Annual Budget	Difference from FY '23 Forecast	Difference from FY '23 Budget
\$ 727,545	\$ 143,300	\$ 143,300
44,210	17,051	-
-	-	-
\$ 771,755	\$ 160,351	\$ 143,300
\$ 37,100	\$ 461	\$ -
200	200	-
12,000	12,000	-
-	-	(2,500)
150,000	27,060	50,000
30,000	18,572	-
6,000	2,583	1,000
250	250	-
25,000	3,400	7,000
860	702	-
200,000	27,264	58,300
40,000	7,938	10,000
150,000	40,228	-
60,000		-
30,000		30,000
-	(1,561)	-
24,900	9,675	-
2,140	410	-
-	-	(10,500)
3,305	218	-
\$ 771,755	\$ 149,398	\$ 143,300
\$ -	\$ 10,953	\$ -

<b>Fund Balance at 6/30/23</b>	<b>\$ 304,048</b>
<b>Projected Net Income FY '23</b>	<b>(1,274)</b>
<b>Projected Fund Balance at 6/30/22</b>	<b>\$ 302,774</b>
<b>4 Months Operating Expenses FY '23</b>	<b>(242,515)</b>
<b>Amount over Required Reserve</b>	<b>\$ 60,259</b>

# PA Budget Allocations

- Based on January 2023 PUD Budget Estimate for FY 2024
- Switch from FY 2018 to FY 2019 audited sewage strengths
- Revisions made when actual year audited

	FY 2023	FY 2024
CHULA VISTA	31.72%	31.84%
CORONADO	2.58%	2.70%
DEL MAR	0.05%	0.02%
EAST OTAY MESA	0.83%	0.89%
EL CAJON	14.56%	14.46%
IMPERIAL BEACH	3.71%	3.67%
LA MESA	8.18%	7.89%
LAKESIDE/ALPINE	5.90%	5.56%
LEMON GROVE	3.36%	3.32%
NATIONAL CITY	8.45%	8.39%
OTAY	0.60%	0.55%
PADRE DAM	5.67%	7.01%
POWAY	4.66%	4.16%
SPRING VALLEY	7.94%	7.88%
WINTERGARDENS	1.79%	1.66%
	100.00%	100.00%
County:	16.46%	15.99%

METRO WASTEWATER JPA					
PARTICIPATING AGENCY FY 2024 BUDGET BILLINGS					
	PUD January Budget Estimate %'s **		JPA Budget Allocation Based on January %'s		
Agency	FYE 2023	FYE 2024***	FYE2023	FYE2024	
	Agency Percentage	Agency Percentage	Total Agency Billing	Total Agency Billing	Difference
Chula Vista	31.72%	31.84%	\$ 185,323	\$ 231,650	\$ 46,328
Coronado	2.58%	2.70%	\$ 15,074	\$ 19,644	\$ 4,570
County of SD*	16.46%	15.99%	\$ 96,167	\$ 116,334	\$ 20,168
Del Mar	0.05%	0.02%	\$ 292	\$ 146	\$ (147)
El Cajon	14.56%	14.46%	\$ 85,066	\$ 105,203	\$ 20,137
Imperial Beach	3.71%	3.67%	\$ 21,675	\$ 26,701	\$ 5,025
La Mesa	8.18%	7.89%	\$ 47,791	\$ 57,403	\$ 9,612
Lemon Grove	3.36%	3.32%	\$ 19,631	\$ 24,154	\$ 4,524
National City	8.45%	8.39%	\$ 49,369	\$ 61,041	\$ 11,672
Otay Water District	0.60%	0.55%	\$ 3,505	\$ 4,001	\$ 496
Padre Dam MWD	5.67%	7.01%	\$ 33,127	\$ 51,001	\$ 17,874
Poway	4.66%	4.16%	\$ 27,226	\$ 30,266	\$ 3,040
Total Flow & Strength	100.00%	100.00%	\$ 584,245	\$ 727,545	143,300
* County of SD includes East Otay Mesa, Lakeside/Alpine, Spring Valley and Wintergardens					
** Percentages derived from Table B "City of San Diego - Public Utilities Department - Projected Distribution of System Wastewater Costs - Fiscal Year 2024"					
Column entitled: "Total Allocated Costs (Total Flow, SS & COD + Pure Cap".					
***Budget Estimate dated January 2023.					



Metro Wastewater Joint Powers Authority

**FY '24 Proposed Budget**  
***with Current Year Forecast and Agency Allocations***

**METRO WASTEWATER JPA  
PROPOSED BUDGET - FY '24**

FY '23 ACTUAL / FORECAST							FY '24		
	Actual Through 3/01/23	Estimate remaining Months	Forecast Through 6/30/23	Approved Annual Budget	Forecast over /(under) Budget		Proposed Annual Budget	Difference from FY '23 Forecast	Difference from FY '23 Budget
					\$	%			
<b>Income</b>									
Membership Dues	\$ 584,245	\$ -	\$ 584,245	\$ 584,245	\$ -	0%	\$ 727,545	\$ 143,300	\$ 143,300
Use of Reserves***	\$ -	-	-	-	-		-	-	-
City of San Diego	\$ 4,600	\$ 22,559	27,159	44,210	(17,051)	-39%	44,210	17,051	-
Interest Income	-	-	-	-	-		-	-	-
<b>Total Income</b>	<b>\$ 588,845</b>	<b>\$ 22,559</b>	<b>\$ 611,404</b>	<b>\$ 628,455</b>	<b>\$ (17,051)</b>	<b>-3%</b>	<b>\$ 771,755</b>	<b>\$ 160,351</b>	<b>\$ 143,300</b>
<b>Expense</b>									
Administrative Assistant-LP	\$ 12,639	\$ 24,000	\$ 36,639	\$ 37,100	\$ (461)	-1%	\$ 37,100	\$ 461	\$ -
Bank Charges	-	-	-	200	(200)		200	200	-
Financial Services				-	-				
Audit Fees	-	-	-	12,000	(12,000)		12,000	12,000	-
Financial Consulting Support (Auditor)	-	-	-	2,500	(2,500)		-	-	(2,500)
Financial - The Keze Group*	81,960	40,980	122,940	100,000	22,940	23%	150,000	27,060	50,000
Treasurer - Padre Dam/El Cajon	6,428	5,000	11,428	30,000	(18,572)	-62%	30,000	18,572	-
JPA/TAC meeting expenses	1,917	1,500	3,417	5,000	(1,583)	-32%	6,000	2,583	1,000
Miscellaneous	-	-	-	250	(250)		250	250	-
Per Diem - Board	14,400	7,200	21,600	18,000	3,600	20%	25,000	3,400	7,000
Printing, Postage, Supplies	58	100	158	860	(702)	-82%	860	702	-
Professional Services									
Engineering - Dexter Wilson**	115,158	57,579	172,736	141,700	31,036	22%	200,000	27,264	58,300
Engineering - NV5	21,375	10,688	32,063	30,000	2,063	7%	40,000	7,938	10,000
Legal - Procopio (2nd ARA/PW)*	73,182	36,591	109,772	150,000	(40,228)	-27%	150,000	40,228	-
Legal - Procopio (General)*	31,423	15,711	47,134	60,000	(12,866)	-21%	60,000		-
Legal - Procopio (Spill)*	22,125	11,063	33,188		33,188		30,000		30,000
Legal - BB&K	1,561	-	1,561	-	1,561		-	(1,561)	-
Paul Redvers Brown	10,150	5,075	15,225	24,900	(9,675)	-39%	24,900	9,675	-
Telephone, Internet, Software	1,154	577	1,730	2,140	(410)	-19%	2,140	410	-
Website Architecture Update	-	-	-	10,500	(10,500)		-	-	(10,500)
Website Maintenance & Hosting	3,087	-	3,087	3,305	(218)	-7%	3,305	218	-
<b>Total Expense</b>	<b>\$ 396,615</b>	<b>\$ 216,063</b>	<b>\$ 612,678</b>	<b>\$ 628,455</b>	<b>\$ (15,777)</b>	<b>-3%</b>	<b>\$ 771,755</b>	<b>\$ 149,398</b>	<b>\$ 143,300</b>
<b>Net Income (Loss)</b>	<b>\$ 192,229</b>	<b>\$ (193,504)</b>	<b>\$ (1,274)</b>	<b>\$ -</b>	<b>\$ (1,274)</b>	<b>0%</b>	<b>\$ -</b>	<b>\$ 10,953</b>	<b>\$ -</b>
* Total Legal - Procopio	\$ 126,729	\$ 63,365	\$ 190,094	\$ 210,000	\$ (19,906)	-9%			

\$ -

Fund Balance at 6/30/23	\$ 304,048
Projected Net Income FY '23	(1,274)
Projected Fund Balance at 6/30/22	\$ 302,774
4 Months Operating Expenses FY '23	(242,515)
Amount over Required Reserve	\$ 60,259

**METRO WASTEWATER JPA**

**PARTICIPATING AGENCY FY 2024 BUDGET BILLINGS**

	<i>PUD January Budget Estimate %'s **</i>		<i>JPA Budget Allocation Based on January %'s</i>		
<i>Agency</i>	<i>FYE 2023</i>	<i>FYE 2024***</i>	<i>FYE2023</i>	<i>FYE2024</i>	
	<i>Agency Percentage</i>	<i>Agency Percentage</i>	<i>Total Agency Billing</i>	<i>Total Agency Billing</i>	<i>Difference</i>
<i>Chula Vista</i>	<i>31.72%</i>	<i>31.84%</i>	<i>\$ 185,323</i>	<i>\$ 231,650</i>	<i>\$ 46,328</i>
<i>Coronado</i>	<i>2.58%</i>	<i>2.70%</i>	<i>\$ 15,074</i>	<i>\$ 19,644</i>	<i>\$ 4,570</i>
<i>County of SD*</i>	<i>16.46%</i>	<i>15.99%</i>	<i>\$ 96,167</i>	<i>\$ 116,334</i>	<i>\$ 20,168</i>
<i>Del Mar</i>	<i>0.05%</i>	<i>0.02%</i>	<i>\$ 292</i>	<i>\$ 146</i>	<i>\$ (147)</i>
<i>El Cajon</i>	<i>14.56%</i>	<i>14.46%</i>	<i>\$ 85,066</i>	<i>\$ 105,203</i>	<i>\$ 20,137</i>
<i>Imperial Beach</i>	<i>3.71%</i>	<i>3.67%</i>	<i>\$ 21,675</i>	<i>\$ 26,701</i>	<i>\$ 5,025</i>
<i>La Mesa</i>	<i>8.18%</i>	<i>7.89%</i>	<i>\$ 47,791</i>	<i>\$ 57,403</i>	<i>\$ 9,612</i>
<i>Lemon Grove</i>	<i>3.36%</i>	<i>3.32%</i>	<i>\$ 19,631</i>	<i>\$ 24,154</i>	<i>\$ 4,524</i>
<i>National City</i>	<i>8.45%</i>	<i>8.39%</i>	<i>\$ 49,369</i>	<i>\$ 61,041</i>	<i>\$ 11,672</i>
<i>Otay Water District</i>	<i>0.60%</i>	<i>0.55%</i>	<i>\$ 3,505</i>	<i>\$ 4,001</i>	<i>\$ 496</i>
<i>Padre Dam MWD</i>	<i>5.67%</i>	<i>7.01%</i>	<i>\$ 33,127</i>	<i>\$ 51,001</i>	<i>\$ 17,874</i>
<i>Poway</i>	<i>4.66%</i>	<i>4.16%</i>	<i>\$ 27,226</i>	<i>\$ 30,266</i>	<i>\$ 3,040</i>
<i>Total Flow &amp; Strength</i>	<i>100.00%</i>	<i>100.00%</i>	<i>\$ 584,245</i>	<i>\$ 727,545</i>	<i>143,300</i>

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

\*\* Percentages derived from Table B "City of San Diego - Public Utilities Department - Projected Distribution of System Wastewater Costs - Fiscal Year 2024"

Column entitled: "Total Allocated Costs (Total Flow, SS & COD + Pure Cap".

\*\*\*Budget Estimate dated January 2023.

# ATTACHMENT 5

## Budget Adjustments for FY 2023 and Corresponding Contracts

- A. Dexter Wilson  
Engineering, Inc.
- B. The Keze  
Group, LLC
- C. NV5, Inc.

# ATTACHMENT 5A

Dexter Wilson  
Engineering, Inc.



**AMENDMENT TO THE AGREEMENT FOR PROFESSIONAL SERVICES  
BETWEEN METRO WASTEWATER JOINT POWERS AUTHORITY  
AND DEXTER WILSON ENGINEERING**

This Amendment (“**Amendment**”) to the Agreement for Professional Services Between Metro Wastewater Joint Powers Authority and Dexter Wilson Engineering, dated July 1, 2022 (“**Agreement**”) is made and entered into this \_\_\_\_ day of April, 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 Dexter Wilson Engineering, Inc. (“**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 Engineering 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 March 20, 2023 letter from Consultant to Metro JPA attached hereto as “Exhibit 1” and incorporated into this Amendment by reference;

C. WHEREAS, Sections 3 and 22 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 \$58,400, from an initial ceiling of \$141,600 to an

amended ceiling of \$200,000. 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 \$200,000.

- (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 \$200,000 per Fiscal Year. The aggregate compensation paid during the four-year term of this Agreement shall not exceed \$800,000 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**

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

Chairperson

Date: \_\_\_\_\_

APPROVED AS TO FORM:

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

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

**DEXTER WILSON ENGINEERING, INC.**

By: \_\_\_\_\_  
Dexter Wilson

Date: \_\_\_\_\_

## DEXTER WILSON ENGINEERING, INC.

---

DEXTER S. WILSON, P.E.  
ANDREW M. OVEN, P.E.  
NATALIE J. FRASCHETTI, P.E.  
STEVEN J. HENDERSON, P.E.  
FERNANDO FREGOSO, P.E.  
KATHLEEN L. HEITT, P.E.

March 20, 2023

154-001

Metro Wastewater JPA  
P.O. Box 1072  
National City, CA 91951

Attention: Metro TAC Chair

Dear Metro TAC Chair,

During the FY 21-22 we spent \$139,580. Dexter's monthly hours were approximately 45 per month and Kathleen's were approximately 11 per month.

So far in the FY 22-23, Dexter's monthly hours are approximately 47 per month and Kathleen's are approximately 25 per month. Due to this increase in engineering support with the rewriting of the Amended Restated Agreement, completion of the draft Modified Billing System and its implementation, as well as our increased involvement in the City of San Diego capital improvement planning, projects and cost allocations we would like to request an increase in the FY 22-23 contract ceiling amount as well as the contract ceiling for the remaining three years of our contract to \$200,000 per year. This should avoid the need for year-end contract amendments to accommodate unforeseen budget items during the remainder of this contract. This request has been reviewed by the Metro Wastewater JPA Chair and he is supportive of the increase.

Please contact me if you would like to discuss or if you need further information.

Metro TAC Chair  
March 20, 2023  
Page 2

Dexter Wilson Engineering, Inc.

A handwritten signature in blue ink, appearing to read 'Dexter S. Wilson', with a stylized, cursive script.

Dexter S. Wilson, P.E.

DSW:ck

Attachment(s)

# ATTACHMENT 5B

The Keze Group,  
LLC

**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 \_\_\_ day of April, 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**

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

Date: \_\_\_\_\_

APPROVED AS TO FORM:

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



**THE KEZE GROUP LLC**

By: \_\_\_\_\_  
Karyn L. Keze

Date: \_\_\_\_\_



April 11, 2023

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

Dear Ms. Gentry:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Sincerely,



Karyn L. Keze

# ATTACHMENT 5C

NV5, Inc.

**AMENDMENT TO THE AGREEMENT FOR PROFESSIONAL SERVICES  
BETWEEN METRO WASTEWATER JOINT POWERS AUTHORITY  
AND NV5, INC.**

This Amendment (“**Amendment**”) to the Agreement for Professional Services Between Metro Wastewater Joint Powers Authority and NV5, Inc., dated July 1, 2022 (“**Agreement**”) is made and entered into this \_\_\_\_ day of April, 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 NV5, Inc. (“**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 Technical As-Needed Engineering Advisory 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 4, 2023 letter from Consultant to Metro JPA attached hereto as “Exhibit 1” and incorporated into this Amendment by reference;

C. WHEREAS, Sections 4 and 23 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 3 of the Agreement is hereby deleted and replaced in its entirety with the following:

3. Compensation.

(a) Subject to paragraph 3(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 \$5,000, from an initial ceiling of \$30,000 to an amended ceiling of \$35,000. 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 \$35,000.

- (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 \$35,000 per Fiscal Year. The aggregate compensation paid during the four-year term of this Agreement shall not exceed \$140,000 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**

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

Date: \_\_\_\_\_

APPROVED AS TO FORM:

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

**NV5, INC.**

By: \_\_\_\_\_  
Julian Palacios

Date: \_\_\_\_\_

April 13 2023

Beth Gentry, PE  
Senior Civil Engineer  
Engineering & Capital Projects Department  
**City of Chula Vista**  
276 Fourth Avenue  
Chula Vista, CA 91910

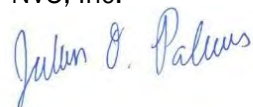
Subject: Metro Wastewater Joint Powers Authority - NV5 Additional Services for Fiscal Year 2022-2023 and Projected FYE 2024-2026 Contract Amounts

Dear Ms. Gentry:

NV5 is committed to continuing to provide the same superior level of service that has been delivered to Metro Wastewater Joint Powers Authority (Metro JPA) over the last several years. In compliance with the contract agreement between NV5 and Metro JPA, dated July 1, 2021, this letter serves to notify you that NV5 projects it will exceed the authorized Fiscal Year 2022-2023 allocated annual budget of \$30,000. Increased time from Scott Tulloch has been needed this Fiscal Year by Executive Staff to support the 2<sup>nd</sup> ARA process and other key issues such as the residuals agreement that have occurred since July 2022. We respectfully request that the authorized contract amount for this Fiscal Year be increased \$10,000 to a total of \$40,000 to continue to support Metro JPA through the end of June 2023. In addition, we request that the contract amounts for Fiscal Years 2024-2026 be increased to the same level of \$40,000 per year for the continuing work by Scott Tulloch in the finalization and implementation of the 2<sup>nd</sup> ARA and support of the federal legislation for Secondary Equivalency.

We look forward to continuing to provide support to the Commission. Please feel free to contact me with any questions or comments. My direct line is 858.385.2184 and my email address is [Julian.Palacios@nv5.com](mailto:Julian.Palacios@nv5.com).

Sincerely,  
NV5, Inc.



Julian Palacios, PE  
Engineering Manager



# ATTACHMENT 6

## BUDGET CONTRACT ITEMS RELATING TO FY 2024

A. Prof. Service  
Agmt. with Paul  
Redvers Brown  
Inc.

B. Reimb. Agmt  
with City of SD  
for Paul Redvers  
Brown, Inc.

# ATTACHMENT 6A

Professional  
Services  
Agreement with  
Paul Redvers  
Brown, Inc. for  
Facilitator  
Services for FY  
2024

**AGREEMENT FOR PROFESSIONAL SERVICES  
BETWEEN METRO WASTEWATER JOINT POWERS AUTHORITY  
AND PAUL REDVERS BROWN, INC.**

This agreement ("Agreement") is made and entered into effective July 1, 2023, 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 Paul Redvers Brown, Inc., a California corporation (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: provide facilitation of discussions between the City of San Diego's Public Utilities Department and the Participating Agencies of the Metropolitan Wastewater System (which are also the Member Agencies of Metro JPA), and other related parties, and to assist in advancing and negotiating terms relating to the Second Amended and Restated Wastewater Disposal Agreement (hereinafter referred to as the "Project").

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").

2. Compensation.

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

b. In no event shall the total amount paid for Services rendered by Consultant exceed \$24,900 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 16 of this Agreement. The key personnel for performance of the Services under this Agreement are as follows: Paul R. Brown, AICP.

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 perform its services hereunder in a prompt and timely manner and shall commence performance upon receipt of a written Notice to Proceed from Metro JPA. Consultant shall complete the services required hereunder by June 30, 2024. The Notice to Proceed shall set forth the date of commencement of the work.

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.

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

b. Consultant shall assist Metro JPA, as requested, in obtaining and maintaining all permits required of Consultant by Federal, State and local regulatory agencies.

c. Consultant is responsible for all costs of clean up and/or removal of hazardous and toxic substances spilled as a result of Consultant's services or operations performed under 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. Independent Contractor.

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) Contractual Liability with respect to this Agreement
- (7) Broad Form Property Damage
- (8) 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. Professional Liability (Errors and Omissions).

At all times during the performance of the work under this Agreement the Consultant shall maintain Professional Liability Insurance or Errors and Omissions Insurance appropriate to its profession, in a form and with insurance companies acceptable to Metro JPA and in an amount indicated herein. This insurance shall be endorsed to include contractual liability applicable to this Agreement and shall be written on a policy form coverage specifically designed to protect against acts, errors or omissions of the Consultant. "Covered Professional Services" as designated in the policy must specifically include work performed under this Agreement.

e. 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	\$1,000,000 per occurrence for bodily injury and property damage
Workers' Compensation	Statutory

Employer's Liability

\$1,000,000 per occurrence

Professional Liability

\$1,000,000 per claim and aggregate  
(errors and omissions)

(ii) Defense costs shall be payable in addition to the limits, with the exception of the professional liability policy.

(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) 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.

(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, 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 Metro JPA may cancel this Agreement if Consultant fails to comply with these specifications or cancels required insurance policies and fails to replace them.

(iii) Metro JPA may require the Consultant to provide complete copies of all relevant certificates of insurance and endorsements for the 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 the negligent 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 reasonable expert witness fees, reasonable attorneys' fees and other reasonable 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. California Labor Code Requirements.

Consultant is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. If the services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws, if applicable. Consultant shall defend, indemnify and hold Metro JPA, its member agencies, elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Consultant and all subconsultants to comply with all California Labor Code provisions, which include but are not limited to prevailing wages, employment of apprentices, hours of labor and debarment of contractors and subcontractors.

If the services are being performed as part of an applicable "public works" or "maintenance" project, in addition to the foregoing, then pursuant to Labor Code sections 1725.5 and 1771.1, the Consultant and all subconsultants must be registered with the Department of Industrial Relations ("DIR"). Consultant shall maintain registration for the duration of the project and require the same of any subconsultants. This Project may also be

subject to compliance monitoring and enforcement by the DIR. It shall be Consultant's sole responsibility to comply with all applicable registration and labor compliance requirements, including the submission of payroll records directly to the DIR.

15. 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.

16. 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.

17. Documents.

Except as otherwise provided in Section 16, 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.

18. Organization.

Consultant shall assign **Carmen Kasner** as Project Manager. The Project Manager shall not be removed from the Project or reassigned without the prior written consent of Metro JPA.

19. Notice.

Any notice or instrument required to be given or delivered by this Agreement must be given or delivered by email and hard copy, with such hard copy required to be deposited in any United States Post Office, certified mail, return receipt requested, postage prepaid, addressed to the addresses below, and shall be effective upon receipt thereof:

<b>METRO JPA:</b>	<b>CONSULTANT:</b>
Metro Wastewater JPA P.O. Box 1072 National City, CA 91951 Attn: Metro TAC Chair bgentry@chulavistaca.gov	Paul Redvers Brown, Inc. 1612 Aryana Drive Encinitas, CA 92024 Attn: Paul R. Brown brownpr@paulredversbrown.com

20. 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.

21. Severability.

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

22. 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.

[SIGNATURES ON FOLLOWING PAGE]

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

**METRO WASTEWATER JPA:**

**PAUL REDVERS BROWN, INC.:**

By: \_\_\_\_\_  
Jerry Jones  
Chair

By: \_\_\_\_\_  
Paul R. Brown  
President & Chief Executive Officer

APPROVED AS TO FORM:

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

Approval of Agreement for Professional Services with Paul Redvers Brown, Inc. as to form.

## **EXHIBIT “A”**

### **Scope of Services**

#### **A. OVERVIEW**

The City of San Diego (“City”) has initiated discussions with the Participating Agencies in the Metropolitan Wastewater System (“Participating Agencies”), who are also the Member Agencies of Metro Wastewater Joint Powers Authority (“JPA”). The City, the JPA, and the Participating Agencies will be holding regular meetings to discuss and negotiate the terms of the Second Amended and Restated Metropolitan Wastewater Disposal Agreement. The objective of this consulting services agreement work is for Paul Redvers Brown, Inc. (“Consultant”) to prepare for and facilitate the discussions between the City, the JPA, the Participating Agencies, and other related parties and to assist in advancing the Second Amended and Restated Metropolitan Wastewater Disposal Agreement.

#### **B. REQUIREMENTS AND TASKS**

Consultant shall prepare for, attend, and facilitate regular meetings with staff of the City, JPA, Participating Agencies, and other related parties.

The following is a list of the key tasks necessary to perform this project:

- Task 1. Project Management
- Task 2. Preparation for Meetings
- Task 3. Facilitation of Meetings

#### **C. CONSULTANT’S ROLES AND RESPONSIBILITIES**

With respect to all services provided under the Agreement, Consultant will fulfill the following operational roles and responsibilities:

##### **Task 1. Project Management**

- Perform all activities that are not specific to any one task and includes overall project management and coordination of activities with the JPA.
- Maintain open and regular communication throughout the project with JPA staff.
- Communications will be held via telephone, and/or virtual meeting platforms such as Microsoft Teams.

##### **Task 2. Preparation for Meetings**

- Review of available background documents, information and material for the Second Amended and Restated Metropolitan Wastewater Disposal Agreement.
- Communicate with stakeholders via phone or email on issues germane to the meetings.
- Assist in identifying timelines and other constraints.
- Assist in specifying data and resource needs.
- Assist in preparation of agendas and minutes for meetings.

### **Task 3. Facilitation of Meetings**

- Attend and facilitate meetings.
- Summarize advancements from previous meetings, as well as items requiring attention.
- Manage a list of items requiring further discussion.
- Keep discussions focused to ensure timely resolution of items.
- Recommend mechanisms to advance discussions (e.g. separate meetings, etc.).
- Assist in establishing decisions to be made and identifying criteria by which decisions should be made.

The Consultant services should be provided during regular business hours, Monday through Friday, 8am through 5pm, excluding these publicly-observed holidays:

1. New Year's Day
2. Martin Luther King Jr. Day
3. President's Day
4. Cesar Chavez Day
5. Memorial Day
6. Independence Day
7. Labor Day
8. Veteran's Day
9. Thanksgiving Day
10. Christmas Day

## **EXHIBIT “B”**

### **Schedule of Charges for Services**

Services shall be provided on a time and materials basis at the direction and request of the Metro JPA / Metro TAC appointed representative. The hourly rate for Paul R. Brown, AICP, will be:

**\$290.00 / hour.**

Consultant shall notify the Metro JPA when it has reached 80% of the total compensation under Section 2(b) of the Agreement to allow adequate time to obtain further approvals if needed.

Consultant’s hourly rate includes all anticipated expenses necessary to perform the services under the Agreement, including Consultant’s supplies and mileage to/from meetings within San Diego County.

All other reasonable, unanticipated expenses shall be pre-approved in writing by the designated Metro JPA / Metro TAC representative administering the Agreement. If approved, the following standard rules will apply:

- Mileage reimbursement rate will be at current Internal Revenue Service rate (mileage log required).
- Travel expenses for the lowest cost effective air fare, train, and/or car rental will be reimbursed at actual costs (receipts required).
- Lodging and per diem will be reimbursed at actual costs (receipts required) up to the maximum allowance for the San Diego area as published/posted on the U.S. General Services Administration website (<http://www.gsa.gov/portal/category/100120>).



## **EXHIBIT “C”**

### **Insurance Certificates**

Insurance documentation is included on the following pages.

# ATTACHMENT 6B

Reimbursement  
Agreement with  
City of San  
Diego for  
Facilitator  
Services with  
Paul Redvers  
Brown, Inc. for  
FY 2024

**REIMBURSEMENT AGREEMENT FOR FACILITATOR SERVICES BY AND  
BETWEEN THE CITY OF SAN DIEGO AND  
METRO WASTEWATER JOINT POWERS AUTHORITY**

THIS REIMBURSEMENT AGREEMENT FOR FACILITATOR SERVICES (“Agreement”) is made and entered into effective July 1, 2023, by and between the Metro Wastewater Joint Powers Authority, existing and organized pursuant to the provisions of Government Code section 6500 *et seq.* (“Metro JPA”) and the City of San Diego, a municipal corporation (“City”). Metro JPA and the City are sometimes individually referred to herein as the “Party” and collectively as the “Parties.”

**RECITALS**

A. The City of Coronado, the City of Del Mar, the City of El Cajon, the City of Imperial Beach, the City of La Mesa, the City of National City, the City of Chula Vista, the Lemon Grove Sanitation District, the City of Poway, Padre Dam Municipal Water District, Otay Water District and the San Diego County Sanitation District (the “Participating Agencies”) entered into a Joint Exercise of Powers Agreement, as amended from time to time, creating the Metro JPA for the purpose of taking responsibility, taking actions, and making decisions pertaining to the Regional Wastewater Disposal Agreement dated June 25, 1998 (“Metro Agreement”), as amended from time to time; and

B. Previously, Metro JPA, on behalf of the Participating Agencies, undertook discussions and negotiations with the City concerning an amended and restated version of the Metro Agreement, and the Participating Agencies and the City have approved and executed the amended and restated Metro Agreement; and

C. Metro JPA and the City have again begun discussions and negotiations concerning a second amended and restated Metro Agreement for consideration by the Participating Agencies and the City; and

D. Metro JPA and the City believe the use of a professional facilitator would be beneficial to additional discussions and negotiations about a second amended and restated Metro Agreement; and

E. Metro JPA have approved and intend to enter into a Professional Services Agreement with Paul Redvers Brown, Inc. (“Consultant”), which will commence on July 1, 2023, for the performance of facilitator services (“Facilitator Services”) (“Professional Services Agreement”), a copy of which is attached as Exhibit “A”; and

F. The Professional Services Agreement requires Metro JPA to compensate Consultant at the rate of \$290.00 per hour, including all anticipated expenses necessary to perform the services, including Consultant’s supplies and mileage to/from meetings within San Diego County, as well as other reasonable pre-approved expenses as set forth in the Professional Services Agreement; and

G. The City desires to reimburse Metro JPA for the cost of Facilitator Services performed by Consultant pursuant to the Professional Services Agreement.

IN CONSIDERATION of the mutual promises set forth in this Agreement, the Parties agree as follows:

### **AGREEMENT**

1. Reimbursement to Metro JPA. The City agrees to reimburse Metro JPA at the rate of \$203.00 per hour for Facilitator Services provided by Consultant. The City also agrees to reimburse Metro JPA for 70% of other reasonable expenses pre-approved by Metro JPA under the Professional Services Agreement.

1.1 Maximum Reimbursement. The City's total reimbursement obligation under the term of the Professional Services Agreement shall not exceed \$17,430, which is inclusive of the hourly rate and expenses.

2. Monthly Hours. The Parties estimate that Consultant will spend an average of approximately 7 hours per month providing Facilitator Services for the term of the Professional Services Agreement. Any increase in estimated hours shall not exceed the maximum reimbursement identified in Section 1.1 of the Agreement without written consent of the parties.

3. Invoicing. Metro JPA shall submit quarterly invoices to the City for reimbursement of the Facilitator Services under the Professional Services Agreement. The invoices shall contain documentation of the hours Consultant spent providing Facilitator Services. The City shall remit payment within thirty (30) calendar days of receipt of the invoice.

4. Term and Termination. This Agreement shall begin on the date first set forth above and terminate upon the earlier of: (1) June 30, 2024; or (2) termination of the Professional Services Agreement by Metro JPA or Consultant. Upon termination of this Agreement, the City shall pay Metro JPA for any outstanding Facilitator Services performed by Consultant, and the obligation of the City to the Metro JPA shall thereupon cease and terminate and no further sums shall be payable or paid under this Agreement. The term of this Agreement may be extended in a writing signed by both Parties.

5. Notice. Unless notified in writing of a change of address, all notices, payments or correspondence relating to this Agreement may be given by email and hard copy, with hard copy to be delivered via personal delivery or by mail, to the addresses set forth below

CITY:

City of San Diego  
Public Utilities Department  
9192 Topaz Way  
San Diego, CA 92123  
email@email.com

METRO JPA:

Metro Wastewater Joint Powers Authority  
C/O Adriana Ochoa, General Counsel  
525 B Street, 22<sup>nd</sup> Floor  
San Diego CA 92101  
adriana.ochoa@procopio.com

6. Laws, Venue, and Attorneys' Fees. This Agreement shall be interpreted in accordance with the laws of the State of California; any action to enforce the terms of this Agreement 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 from the losing Party all reasonable costs incurred, including reasonable attorneys' fees, as determined by the court.

7. Amendment; Modification; Severability. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties. The unenforceability, invalidity, or illegality of any provision(s) of this Agreement shall not render the other provisions unenforceable, invalid, or illegal.

8. Integration. This Agreement represents the entire understanding of the Parties 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.

**[Signatures on following page]**

**SIGNATURE PAGE TO  
REIMBURSEMENT AGREEMENT FOR FACILITATOR SERVICES BY AND  
BETWEEN THE CITY OF SAN DIEGO AND  
METRO WASTEWATER JOINT POWERS AUTHORITY**

Metro JPA and the City execute this Agreement as of the date above, indicating that they have read and understood the terms of this Agreement, and indicate their full and complete consent to its terms:

Dated: \_\_\_\_\_

City of San Diego

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

Dated: \_\_\_\_\_

Metro Wastewater Joint Powers Authority

By: \_\_\_\_\_  
Jerry Jones, Chairperson

Approved as to form:

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

Approved as to form:

\_\_\_\_\_  
City Attorney's Office  
City of San Diego

**Exhibit A**  
**Professional Services Agreement**