



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

Physical Location: 9192 Topaz Way, San Diego, PUD II Conference Room 2A

TO: Finance Committee Members and Metro JPA

DATE: Tuesday, December 9, 2025

TIME: 11:00 a.m.

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

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

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

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

The public may choose to participate in person or remotely by virtual means. For audio of meeting use the Teams link below.

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Microsoft Teams

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Meeting ID: 288 407 045 597 58

Passcode: 3ua7nD3B

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

1. **ROLL CALL**
2. **ACTION:** Approval of Board Member Request for Remote Appearance (Adriana Ochoa)
3. **ACTION:** Approval of the Minutes from March 24, 2025 Finance Committee Regular Meeting (**Attachment**)
4. **ACTIONS:** Consideration and Possible Action to Recommend Approval to the Metro JPA/Commission:

From Succession Planning AdHoc Committee (Chair De Hoff)
 - a. Website Rebuild and Annual Hosting Contract (Lee Ann Jones-Santos) (**Attachment**)
 - b. Memberships in Organizations & Conference Attendance (Karyn Keze/Lee Ann Jones-Santos) (**Attachment**)
 - i. CSDA
 - ii. CASA, Etc.
5. **ACTION:** Consideration and Possible Action to Recommend Approval to the Metro JPA/Commission ACH Implementation (Lee Ann Jones-Santos) (**Attachment**)

6. **ACTION:** Consideration and Possible Action to Recommend Approval to the Metro JPA/Commission a Reimbursement Agreement for Professional Services by and Between City of San Diego and Metro Wastewater Joint Powers Authority (Karyn Keze) (**Attachment**)
7. **UPDATE: SB 707 Virtual Meetings** (Adriana Ochoa)
8. **Review of Items to be Brought Forward to the Metro Commission/Metro JPA**
9. **Other Business of the Finance Committee**
10. **Adjournment**

Adjournment

The Next Finance Committee Meeting will be scheduled on a date to be determined if needed.

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

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

In compliance with the AMERICANS WITH DISABILITIES ACT

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



Metro Wastewater JPA Finance Committee Meeting
March 24, 2025
Minutes

The meeting was called to order: 10:01 a.m. by Committee Chair De Hoff

1. ROLL CALL

Committee Members' Present:

Peter De Hoff, Poway (Chair)
Jerry Jones, Lemon Grove Sanitation District (Vice Chair)
Ditas Yamane, National City (arrived at 10:07 a.m.)
Mark Robak, Otay Water
Mitch McKay, City of Imperial Beach
Jose Preciado, City of Chula Vista (Alternate)

Committee Members Absent:

None

Support Staff:

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

Others:

Blake Behringer, Metro TAC Chair (remote)

General Public:

None

2. PUBLIC COMMENT

There were no public comments.

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

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

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

4. **ACTION: CONSIDERATION AND POSSIBLE ACTION TO APPROVE MINUTES FROM THE JANUARY 28, 2025, REGULAR FINANCE COMMITTEE MEETING**

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

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

5. **DISCUSSION/ACTION: CONSIDERATION AND POSSIBLE ACTION TO RECOMMEND THE ESTABLISHMENT OF A SOCIAL MEDIA PRESENCE FOR THE METRO JPA**

Director Robak stated that he had started a TWITTER account for the JPA years ago but had to stop as it was considered illegal for him to do. He would like the JPA to hire a PR person.

Director Yamane suggested a possible study as she believes our website covers our activities. Each PA organization has their own PR person who sends what they feel is important to their constituents.

Vice Chair Jones stated that the JPA does not serve the rate payers directly, they serve the 12 PAs and a lot of what is done is confidential. He does not feel there is more that could be provided. Further to keep the members & member agencies informed, the Executive Director and TAC Chair provide a monthly report which is also posted on the website.

Executive Director Keese stated she would bring the item to the Succession Planning ADHOC for discussion and consideration.

6. **ACTION: CONSIDERATION AND POSSIBLE ACTION TO RECOMMEND APPROVAL OF THE POLICIES AND PROCEDURES MANUAL**

Executive Director Keze introduced Rod Greek, JPA Treasurer, who provided a brief overview of his presentation which included the items recommended at the prior meeting.

ACTION: Motion by Vice Chair Jones, seconded by Director Yamane, to recommend approval by the JPA. Motion carried as follows:

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

7. **ACTION: CONSIDERATION AND POSSIBLE ACTION TO RECOMMEND TO THE METRO WASTEWATER JPA APPROVAL OF THE FY 2026 JPA BUDGET**

Executive Director Keze provided a brief introduction to the presentation included in the agenda package. She noted that FY 2025 was under budget as San Diego took a while to review items so our consultant time is low. FY 2026 is stabilizing.

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

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

8. **ACTION: CONSIDERATION AND POSSIBLE ACTION TO RECOMMEND TO THE METRO WASTEWATER JPA APPROVAL OF THE FOLLOWING ITEMS RELATING TO FY 2026 JPA BUDGET**

It was decided to hear all three items as one. General Counsel Ochoa stated that the Finance Committee and JPA had approved the extension of the Executive Director's contract for 1 year which is reflected in item 8a.

Executive Director Keze stated that Item 8b was a First Amendment to the agreement for Treasurer Services extending the term for one year.

Executive Director Keze reported on Item 8c., noting that with the assistance from Assistant Treasurer Lee Ann Jones-Santos, CLA agreed to extend their services for

the two-year JPA audit through the period ending June 30, 2025, at the current price. She further stated that the audit for the subsequent two-year period ending June 30, 2027, also included in the contract, reflects only a modest increase to accommodate a cost-of-living adjustment.

- a. **Third Amendment to Professional Services Agreement with The Keze Group, LLC for Executive Director Contract**
- b. **Amendment to Professional Services Agreement with Rodney Greek CPA for Treasurer Services with Lee Ann Jones-Santos**
- c. **Professional Services Agreement with CliftonLarsonAllen (CLA) for JPA Auditing Services**

ACTION: Motion by Director McKay, seconded by Vice Chair Jones, to recommend approval of Items 8a through 8c. Motion carried as follows:

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

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

Executive Director Keze stated that none of the items would be moving forward to the next Metro JPA meeting as they will focus on SARA.

10. **OTHER BUSINESS OF THE FINANCE COMMITTEE**

None.

11. **ADJOURNMENT:** There being no further business, Committee Chair De Hoff declared the meeting adjourned at 11.41



New Website Vendor Review

Summarized By: **Lee Ann Jones-Santos**

Date: **11/17/2025**

Project: **New Website Vendor Review and Presentation to the Ad Hoc Committee**

Introduction:

The purpose of this summary is to provide an overview of the presentation to the Ad Hoc Committee.

Presentation:

Staff Report: Attached

Discussion:

Committee:

Director Robak shared his experience with CSDA (California Special Districts Association) and noted their recommendation of Streamline as a preferred vendor. He also briefly discussed the CSDA Compliance Package.

Vice Chair Preciado asked Lee Ann for her vendor recommendation. Lee Ann recommended **IonBlade** based on her review process and discussions with all three vendors. Vice Chair Preciado also expressed interest in evaluating a potential CSDA membership as a separate item from the website procurement.

Director Purvis summarized her background with website implementation and her independent review of the vendors, including input she received from a colleague with IT and website expertise.

Director Kendrick stated his preference for an open-source platform (IonBlade) over proprietary systems such as EVOGOV or Streamline.

Chair De Hoff also expressed support for an open-source solution, citing past challenges he experienced with proprietary software.

Director Jones summarized the committee's discussion, noted his own experience with software platforms, and agreed that the potential CSDA membership should be evaluated separately from the New Website Vendor item.

Vote and Next Steps:

Vote: 4-1 in favor of recommending IonBlade.

Next Steps: Approval to move this item to the Finance Committee.

Conclusion:

Staff reported that the item will continue to move forward through the approval process. The goal is to select and approve a vendor who can complete the build-out, migration, and staff training in time for a May 1, 2026 go-live date. The current contract with Granicus expires on June 30, 2026. It is anticipated this will go to TAC in December and the JPA/Commission at their February meeting if a January meeting is not held.



Vendor Summary

Summarized By: **Lee Ann Jones-Santos**

Date: **11/05/2025**

Project: **Website Rebuild and Annual Hosting**

Introduction:

The purpose of this vendor summary is to provide an overview of potential vendors for website design, content migration, training, and annual hosting. The information presented here will assist the Metro Wastewater JPA in evaluating and selecting the most suitable vendor to fulfill the JPA's needs efficiently and cost-effectively.

Key Findings:

Vendor 1: EVOGOV

Product Range: Offers website design, content migration, training and hosting. Platform is their own Content Management System written in Python and runs via the Amazon web services.

Price Competitiveness: Annual hosting competitive. The website rebuild includes advanced website design. Annual hosting is also competitively priced.

Customer Service: Responsive customer support during this process and detailed proposal.

Vendor 2: IONBLADE

Product Range: Offers website design, content migration, training, and hosting. Platform for website is WordPress. WordPress provides plug-ins that can extend the functionality of the website.

Price Competitiveness: Competitive pricing for the website rebuild. Annual hosting is also competitively priced.

Customer Service: Responsive customer support during this process. Exceptional working relationship as staff worked on security and current website issues with this vendor.

Vendor 3: STREAMLINE

Product Range: Offers multiple choices for website design, content migration, training, and hosting. Provides a discount if the JPA has a CSDA membership. Streamline is a proprietary platform.

Price Competitiveness: Competitive pricing on the website rebuild. Annual hosting is still steeper than other quotes submitted, and the vendor provided the recommendation of the Operations Professional Package.

Customer Service: Responsive customer support during this process. Verbal guarantees to maintain pricing after the first-year membership with CSDA.

Vendor Comparison:

Vendor	EVOGOV	IONBLADE	STREAMLINE
Product Range	Very Good	Very Good	Very Good
Price Competitiveness Website Rebuild	Satisfactory	Very Good	Excellent
Price Competitiveness Hosting	Very Good	Very Good	Good
Customer Service	Excellent	Outstanding	Excellent

Website Design, Content Migration, Training and Annual Hosting					
Cost	EVO GOV	Ion Blade	Streamline		
			Compliance	Community	Operations
One-Time Costs	\$ 7,200	\$ 5,000	\$ 1,500		
Monthly Hosting	\$ 200	\$ 368	\$ 350	\$ 500	\$ 800
Cost with CSDA Membership			\$ 244	\$ 350	\$ 560
CSDA Membership Cost			\$ 151	\$ 151	\$ 151
Total Cost per month			\$ 395	\$ 501	\$ 711
		<i>note: \$218</i>			
Annual Costs (monthly is above)	\$ 2,400	\$ 4,414	\$ 4,200	\$ 6,000	\$ 9,600
<i>note: without Managed Support</i>		\$ 2,616			

Conclusion:

Each of the potential vendors offers unique strengths and benefits in terms of product, pricing, and customer service. Streamline offers a reduced cost for website design and stated their costs are in the hosting fees. In discussions with them they recommended the Operations Professional for web hosting. They will honor the CSDA membership after the first year. EVOGOV provided a detailed quote and provided excellent customer service during all discussions including noting that their contract for hosting is for a 3-year period. IonBlade stands out for their commitment to us prior to us requesting a bid. Since requesting a quote, they have continued to provide exceptional customer service including understanding our needs and providing the best quote including recommending managed support for at least one year so we have the support needed. Their costs without the Managed Support are competitive for both the website build, transfer of documents and hosting costs. IonBlade also offers a minimal discount for hosting for a 2- or 3-year contract. The Board members should consider these factors carefully to select the vendor that best aligns with our organization's requirements and values.



IonBlade.com
133 North Altadena Drive Suite 402
Pasadena, CA 91107

Quote #	Subject	Date Created	Valid Until
6412	Website Rebuild and Annual Hosting for metrojpa.org	06/12/2025	11/10/2025

Recipient

Metro JPA
ATTN: Lee Ann Jones-Santos
1504 E 22ND St
National City, California, 91950
United States

1) Included Services – Hosting with cPanel

- * High-Performance Infrastructure: Enterprise-grade VPS or dedicated server hosting with full cPanel access for intuitive management.
- * Exceptional Uptime: 99.98%+ uptime guarantee backed by proactive server monitoring and performance tuning.
- * Automated Backups: Daily offsite backups with rapid restore options at no additional cost.
- *SSL Management: Comprehensive SSL certificate administration, including wildcard or EV SSL options (saving \$149 annually).
- *Advanced Security: Hardened server environment featuring firewalls, malware scanning, and intrusion detection.
- *Scalable Resources: Flexible server capacity that grows with your organization's needs.
- *User & Permission Control: Simplified user management through cPanel for streamlined access.

2) Managed Support

- *24/7 Priority Assistance: Dedicated technical support via ticket, email, and phone.
- *Proactive Maintenance: Regular OS updates, security patching, and performance optimization.
- *Continuous Monitoring: Real-time oversight of websites, databases, and server health to maintain speed and uptime.
- *Rapid Incident Response: Troubleshooting and remediation under strict SLA commitments.
- *Hands-On Help:** Assistance with WordPress, email setup, DNS, FTP, and backups.
- *Compliance-Ready: Support aligned with government IT and security policies.
- *Content & Plugin Assistance: Guidance on managing and maintaining WordPress plugins and content.
- * 4hrs/month

3) Website Rebuild

- * Fully responsive, mobile-, tablet- and SEO-optimized design.
- * Custom graphic design and theme creation for a professional look.
- * Streamlined user experience with intuitive navigation.
- * Built on WordPress using existing or new client-provided content.
- * Developed following industry best practices for performance, security, and accessibility.
- * WP Forms contact page integration for seamless lead capture.
- * ADA Compliance Tools
- * Up to two (2) revisions included during production.
- * Estimated project timeline: 12-16 weeks from start to completion.

4) Domain

- * \$15.99/yr domain registration with Privacy Protection included
- * Your .gov domain will be registered elsewhere, and we will provide the DNS management

5) SSL Certificate

6) Additional Security

* SiteLock includes external backups and malware protection; backups are up-to-the-minute

Qty	Description	Unit Price	Discount %	Total
1	1) VPS 3 Hosting Package - 1 Year Term	2399.00	0.00	\$2399.00
1	2) Managed Support - 1 Year Term	1800.00	0.00	\$1800.00
1	3) Website Rebuild in WordPress	5000.00	0.00	\$5000.00
1	4) Domain Transfer/Registration - 1 year	15.99	0.00	\$15.99
1	5) SSL Encryption	0.00	0.00	\$0.00
1	6) SiteLock - Security and Backups - 1 year	199.00	0.00	\$199.00
Sub Total				\$9413.99
Total				\$9413.99

PROFESSIONAL SERVICES AGREEMENT
BETWEEN METRO WASTEWATER JOINT POWERS AUTHORITY
AND IONBLADE

This Professional Services Agreement (“**Agreement**”) is made on this _____ day of December, 2025, between METRO WASTEWATER JOINT POWERS AUTHORITY (“**METRO JPA**”), and IONBLADE (“**Contractor**”), an independent contractor, collectively referred to herein as “**parties**” or individually as “**party**,” to furnish certain services as provided in this Agreement and upon the following terms and conditions.

ARTICLE 1
TERM OF AGREEMENT

1.01 The term of this Agreement shall commence on _____ (the “**Effective Date**”), and will continue for one year or until terminated as provided under Article 7, whichever occurs first. At the Parties discretion, and pursuant to a written letter agreement signed by both Parties, this Agreement may be extended by one optional year with respect to the services for Hosting with cPanel, Managed Support, Domain Transfer/Registration, SSL, and Sitelock Security and Backups, all of which are described according to the terms set forth in Attachment A – Scope of Work (“**Attachment A**”), at the same rates set forth in Attachment A. The one-year option to renew shall not include an additional Website Rebuild as described in Attachment A, nor shall it include the associated fees or costs for the Website Rebuild. This Agreement may be further extended by a written amendment signed by both parties. Attachment A may contain further instructions regarding required timelines for performance of the Services to be provided under this Agreement. Time is of the essence for each and every provision of this Agreement.

ARTICLE 2
SCOPE OF WORK

Specific Services

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

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

Standard of Performance

2.03 CONTRACTOR shall perform the Services required hereunder in accordance with the prevailing standard of care by exercising the skill and ability customarily exercised by reputable members of CONTRACTOR’s profession providing the same or similar services in the State of California. While exercising its professional skill and expertise, CONTRACTOR shall use reasonable diligence and best judgment, and shall perform the Services required hereunder in the best interests of METRO JPA. Acceptance

by METRO JPA of reports, and incidental professional work or materials furnished hereunder, shall not in any way relieve CONTRACTOR of responsibility for the adequacy of its work.

ARTICLE 3 COMPENSATION

Compensation for Work Performed Under This Agreement

3.01 Compensation payable to CONTRACTOR for Services performed under this Agreement shall not exceed nine thousand four hundred and thirteen dollars and ninety-nine cents (**\$9,413.99**), in the aggregate, for the first initial year, and four thousand four hundred and thirteen dollars and ninety-nine cents (**\$4,413.99**), in the aggregate, for the **optional** second year. This amount shall not be exceeded unless agreed upon through an amendment to this Agreement executed by both parties. Such amendment shall identify any change in compensation as a result of the change in scope of work. The parties agree that this compensation was developed in accordance with the customary and prevailing compensation level in the community and surrounding area for comparable services. CONTRACTOR and METRO JPA agreed to this amount through an arm's length negotiation between the parties.

Payment of Expenses and Monthly Invoices

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

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

ARTICLE 4 RELATIONSHIP OF PARTIES

Independent Contractor

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

and state employment and income taxes, for carrying workers' compensation insurance, and for otherwise complying with all other employment law requirements with respect to CONTRACTOR and its employee(s).

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

Non-Exclusive Relationship

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

ARTICLE 5 OBLIGATIONS OF CONTRACTOR

Compliance with Laws/Rules

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

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

Indemnity, Hold Harmless, and Defense

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

Notice of and Participation in Third Party Claims

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

Insurance

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

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

Conflict of Interest

5.06 Reserved.

Assignment/Subcontracting

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

ARTICLE 6 OBLIGATIONS OF METRO JPA

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

ARTICLE 7 TERMINATION OF AGREEMENT

Termination for Cause

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

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

Termination Without Cause

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

ARTICLE 8 PROPRIETARY AND CONFIDENTIAL INFORMATION

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

ARTICLE 9 GENERAL PROVISIONS

Notices

9.01 Any notices required to be given under this Agreement by either party to the other may be affected by email and in writing via personal delivery or mail (first class, registered, or certified) with postage prepaid and

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

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

To CONTRACTOR: IonBlade.com
133 North Altadena Drive Suite 402
Pasadena, CA 91107
Email: ms@ionblade.com
Attention: Mark Stathatos

Entire Agreement of the Parties

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

Amendment

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

Partial Invalidity

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

Attorneys' Fees

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

Ownership of Documents and Materials

9.06 All original drawings, data, reports, documents and materials developed for the project, including detailed calculations, shall be furnished to and become the property of METRO JPA. METRO JPA agrees to

indemnify CONTRACTOR for claims, damages, or liabilities caused by any use by METRO JPA of the plans, drawings, specifications, and all information gathered by CONTRACTOR on any project other than the one for which such plans, drawings, and specifications were prepared and information gathered by CONTRACTOR.

Audits

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

Counterparts

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

Provisions Required by Law

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

Governing Law

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

Jurisdiction and Venue

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

No Waiver

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

False Claims

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

Signature Authority

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

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

**METRO WASTEWATER
JOINT POWERS AUTHORITY:**

IONBLADE:

Signature

Signature

Name

Name

Title

Title

Date

Date

ATTACHMENT A - SCOPE OF WORK



IonBlade.com
133 North Altadena Drive Suite 402
Pasadena, CA 91107

Quote #	Subject	Date Created	Valid Until
6412	Website Rebuild and Annual Hosting for metrojpa.org	06/12/2025	11/10/2025

Recipient

Metro JPA
ATTN: Lee Ann Jones-Santos
1504 E 22ND St
National City, California, 91950
United States

1) Included Services – Hosting with cPanel

- * High-Performance Infrastructure: Enterprise-grade VPS or dedicated server hosting with full cPanel access for intuitive management.
- * Exceptional Uptime: 99.98%+ uptime guarantee backed by proactive server monitoring and performance tuning.
- * Automated Backups: Daily offsite backups with rapid restore options at no additional cost.
- *SSL Management: Comprehensive SSL certificate administration, including wildcard or EV SSL options (saving \ \$149 annually).
- *Advanced Security: Hardened server environment featuring firewalls, malware scanning, and intrusion detection.
- *Scalable Resources: Flexible server capacity that grows with your organization's needs.
- *User & Permission Control: Simplified user management through cPanel for streamlined access.

2) Managed Support

- *24/7 Priority Assistance: Dedicated technical support via ticket, email, and phone.
- *Proactive Maintenance: Regular OS updates, security patching, and performance optimization.
- *Continuous Monitoring: Real-time oversight of websites, databases, and server health to maintain speed and uptime.
- *Rapid Incident Response: Troubleshooting and remediation under strict SLA commitments.
- *Hands-On Help:** Assistance with WordPress, email setup, DNS, FTP, and backups.
- *Compliance-Ready: Support aligned with government IT and security policies.
- *Content & Plugin Assistance: Guidance on managing and maintaining WordPress plugins and content.
- * 4hrs/month

3) Website Rebuild

- * Fully responsive, mobile-, tablet- and SEO-optimized design.
- * Custom graphic design and theme creation for a professional look.
- * Streamlined user experience with intuitive navigation.
- * Built on WordPress using existing or new client-provided content.
- * Developed following industry best practices for performance, security, and accessibility.
- * WP Forms contact page integration for seamless lead capture.
- * ADA Compliance Tools
- * Up to two (2) revisions included during production.
- * Estimated project timeline: 12-16 weeks from start to completion.

4) Domain

- * \$15.99/yr domain registration with Privacy Protection included
- * Your .gov domain will be registered elsewhere, and we will provide the DNS management

5) SSL Certificate

6) Additional Security

* SiteLock includes external backups and malware protection; backups are up-to-the-minute

Qty	Description	Unit Price	Discount %	Total
1	1) VPS 3 Hosting Package - 1 Year Term	2399.00	0.00	\$2399.00
1	2) Managed Support - 1 Year Term	1800.00	0.00	\$1800.00
1	3) Website Rebuild in WordPress	5000.00	0.00	\$5000.00
1	4) Domain Transfer/Registration - 1 year	15.99	0.00	\$15.99
1	5) SSL Encryption	0.00	0.00	\$0.00
1	6) SiteLock - Security and Backups - 1 year	199.00	0.00	\$199.00
			Sub Total	\$9413.99
			Total	\$9413.99



CSDA Membership Matters

Your agency's foundation for advocacy, professional development, resources, and savings



Powerful Advocacy at the Capitol

Gain a unified seat at the table on legislative action impacting all types of special districts.

Stay informed and track timely updates on critical issues in Sacramento as well as Washington D.C. with included membership in the National Special Districts Association.



Transformative Learning & Growth

Develop practical skills and build valuable connections. Members receive discounted rates at 7 yearly conferences and multiple interactive workshops.

Expand your knowledge and strengthen leadership skills with 60+ free live and on-demand webinars annually, all tailored to the unique needs of special districts.



Exclusive Access to Resources & Expertise

Find solutions to serve your community with our curated policies, FAQs, and support helpline.

Leverage the experience of your peers with our interactive online forums and library of sample documents.

Discover important insights from our weekly email Newsletter, bi-monthly magazine, and more.



Membership That Benefits Your Entire Agency

Enjoy 24/7 membership access for your whole team (Board Members & Staff), both online and on our mobile app.

Offset your membership dues with substantial savings through our **Value-Added Benefits** program (*see other side*).

<https://qrco.de/bdvi9d>



Scan the QR Code

Email membership@csla.net or call 916.442.7887 for more information.

Exclusive Savings for CSDA Members

Leverage the full value of membership with these essential services and programs

Alliance Partners



Access to affordable property/liability, workers' compensation coverages and health benefits



CSDA
Finance Corporation

Low cost, accessible financing solutions for all district types and sizes

Upfront Savings for Routine Expenses



Complimentary Amazon Business Prime, discounts off thousands of essential items, and pay by invoice



Discounted government rates on vehicle rentals, as well as fleet management services



Free sellers account to help manage the sale of surplus inventory



Reduce utility costs with no out-of-pocket fees

Support for Core Operations



Discounted web-based GIS services, including the first month of DashGIS free



Discounted on-demand human resources through an annual HR consultation membership



30% discount on your agency's website subscription through Streamline



Discounted cybersecurity and IT services, with no minimum contract requirements

Tools for Financial Management



Discounted pricing on actuarial services for GASB 68, 73, and 75 reporting



Payment processing at below market, pre-negotiated rates



Optimize investment interest earnings while prioritizing safety and liquidity



Access to a commercial card with cash rebates and expense management tools

<https://qrco.de/bdvi9d>

Scan the QR Code
Email membership@cda.net or call 916.442.7887 for more information.



LET'S LEARN

Professional Development Catalog

Professional development opportunities for special district elected/appointed officials and staff!

New webinars
and workshops
for 2025!



California Special
Districts Association
Districts Stronger Together

2025



800.537.7790

memberplus@sdrma.org

sdrma.org



Special District Risk Management Authority

Maximizing Protection. Minimizing Risk.

Trusted experience to provide comprehensive coverage and tailor-made protection.

Our Property/Liability & Workers' Compensation Programs are both **flexible** and **adaptable**, and designed to fit your agency's unique needs.

The Right Choice at the Right Time

We help you provide your employees with health benefits coverage options they both **want** and **need**, including: health, dental, vision, employee assistance programs, and so much more! Enrollment is easy with more predictable rates and responsive assistance to support you through the process.

Why SDRMA

For over three decades, we have proudly supported more than 500 California special districts by offering:

- broad-coverage insurance
- risk management resources
- safety education
- and more!

By doing what we do best, you can focus on what you do best: providing essential services to our local communities.

How can we help? 



Proudly serving California public agency special districts since 1982.



PRE-CONFERENCE WORKSHOPS

PRE-CONFERENCE WORKSHOP AND DESCRIPTION	DATES & TIME	COST	CIP
Pre-GM Summit: So, You Want to Be a General Manager? <i>Qualifies toward the Essential Leadership Skills Certificate Program</i> SDLF ESSENTIAL LEADERSHIP SKILLS CERTIFICATE A practical career development workshop for senior executives and emerging leaders in special districts. This action-oriented workshop includes group and panel discussions on the journey, roles and skill sets of a general manager, identifying GM opportunities including positioning yourself for executive recruitment, developing positive relations with the board, staff and peer agency executives, and leadership practices. Registration fee includes continental breakfast and lunch. Limited class size - register early!	Sunday, June 29, 2025 9:00 a.m. – 3:30 p.m. Olympic Valley, CA	• \$130 CSDA Member and Non-member <i>Sponsored by the Special District Leadership Foundation (SDLF)</i> <i>Price includes continental breakfast and lunch</i>	
Pre-Annual Conference: SDLA Module 1: Governance Foundations SDLA CSDA's Special District Leadership Academy This course teaches the foundational knowledge and skills that identify and define the essential building blocks of a successful board, focusing on the critical elements of governance: effective trustees, board mindset, structure, process and protocols, individual/team standards, board's role and responsibilities.	Monday, August 25, 2025 9:00 a.m. – 3:30 p.m. Monterey, CA	• \$325 CSDA Member • \$650 Non-member <i>Price includes continental breakfast and lunch</i>	
Pre-Annual Conference: So, You Want to Be a General Manager? <i>Qualifies toward the Essential Leadership Skills Certificate Program</i> SDLF ESSENTIAL LEADERSHIP SKILLS CERTIFICATE A practical career development workshop for senior executives and emerging leaders in special districts. This action-oriented workshop includes group and panel discussions on the journey, roles and skill sets of a general manager, identifying GM opportunities including positioning yourself for executive recruitment, developing positive relations with the board, staff and peer agency executives, and leadership practices.	Monday, August 25, 2025 9:00 a.m. – 3:30 p.m. Monterey, CA	• \$130 CSDA Member and Non-member <i>Sponsored by the Special District Leadership Foundation (SDLF)</i> <i>Price includes continental breakfast and lunch</i>	



Look for opportunities to earn SDRMA Credit Incentive Points.

SDRMA Credit Incentive Points (CIPs)

Special District Risk Management Authority (SDRMA) is committed to establishing a strategic partnership with our members to provide maximum protection, help control losses, and positively impact the overall cost of property/liability and workers' compensation coverage through the Credit Incentive Program (CIP). Credit incentive points can be earned based on an agency's attendance at events with the CIP logo.



CONFERENCES

Information regarding hotel reservations and links to book in the CSDA room block will be emailed to the attendee only (not the individual registering the attendee) within 24 hours of registration.



CSDA's 2025
**Special District
Leadership Academy** Conference

Core governance training for elected/appointed officials

CIP Earn SDRMA Credit Incentive Points.

La Quinta – April 21 – 24, 2025

Early-bird registration discount ends March 21, 2025

Embassy Suites by Hilton La Quinta Hotel & Spa
50-777 Santa Rosa Plaza
La Quinta, CA 92253

Redding – October 5 – 8, 2025

Early-bird registration discount ends September 5, 2025

Sheraton Redding Hotel at the Sundial Bridge
820 Sundial Bridge Drive
Redding, CA 96001

Monterey – November 16 – 19, 2025

Early-bird registration discount ends October 16, 2025

Embassy Suites by Hilton Monterey Bay Seaside
1441 Canyon Del Rey Boulevard
Seaside, CA 93955

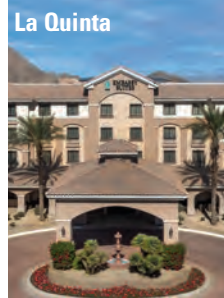
CSDA's Special District Leadership Academy offers curriculum-based training built around the essential partnership between board members and general managers. Designed for both new and seasoned board members, our groundbreaking curriculum equips attendees with the knowledge and skills necessary to lead effectively and uphold vital governance responsibilities. This conference fosters collaborative leadership and sets a strong foundation for achieving shared goals within your special district.

Attendees will learn:

- How to work as a team
- The roles of the board and staff
- Attributes and characteristics of highly effective boards
- How culture, norms, values, and operating style influence the district
- Specific jobs the board must perform
- How individual values, skills, and knowledge help to shape how effective boards operate
- The importance of moving from "I" to "we" as the governance team
- The board's role in setting direction for the district; the board's role in finance and fiscal accountability
- ...And more!

Choose one
of three
locations

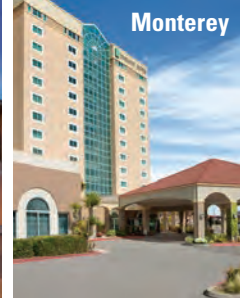
La Quinta



Redding



Monterey



COST

EARLY REGISTRATION

CSDA Member	\$825
Non-Member	\$1,650

REGULAR REGISTRATION

CSDA Member	\$890
Non-Member	\$1,780

EARLY BIRD PRICING

Register on or before March 21, 2025 (La Quinta),
September 5, 2025 (Redding), and October 16, 2025 (Monterey)

SEND MORE – SAVE MORE

SPECIAL DISCOUNTED PRICING! Additional attendees from the same district:

EARLY REGISTRATION*

CSDA Member	\$565
Non-member	\$1,130

REGULAR REGISTRATION

CSDA Member	\$625
Non-member	\$1,250



LA QUINTA

HOTEL ROOM RESERVATIONS: CSDA room reservations in the CSDA room block start at the rate of \$199 plus tax and fees per day. The room reservation cut-off is March 21, 2025; however, space is limited and may sell out before this date.

REDDING

HOTEL ROOM RESERVATIONS: CSDA room reservations in the CSDA room block start at the rate of \$169 plus tax and fees per day. The room reservation cut-off is September 12, 2025; however, space is limited and may sell out before this date.

MONTEREY

HOTEL ROOM RESERVATIONS: CSDA room reservations in the CSDA room block start at the rate of \$179 plus tax and fees per day. The room reservation cut-off is October 16, 2025; however, space is limited and may sell out before this date.



SDRMA Spring Education Day

CIP Earn SDRMA Credit Incentive Points.

SACRAMENTO – March 26, 2025 | 7:30 a.m. – 4:00 p.m.

Hilton Sacramento Arden West
2200 Harvard Street
Sacramento, CA 95815

Come join us for a dynamic Spring Education Day—Empowering Your Risk Management Strategy!

We're excited to invite you to our upcoming Spring Education Day, a no-cost opportunity for SDRMA and CSDA members. This day is designed to help sharpen members' risk management skills in Property/Liability and Workers' Compensation.

We'll kick off with a powerful, eye-opening presentation that dives deep into the world of cyber threats, covering fraud, IT cybercrimes, and more. Walk away with crucial knowledge to protect your agency from today's rapidly evolving risks. The day continues with interactive breakout sessions, giving attendees the chance to explore specific areas of interest and connect with experts and peers. Plus, don't miss the Annual Membership Meeting with our Board of Directors, where they'll provide critical updates on the insurance market and upcoming renewal information.

As a bonus, attending this event allows SDRMA members to earn Credit Incentive Points (CIPs)—a great way to reduce your agency's annual contributions for Property/Liability and Workers' Compensation programs!

Come and learn how to strengthen your agency's risk management efforts, network with fellow members, and stay ahead of industry changes. Register now and be part of this important, engaging day!

COST

Free to SDRMA members and CSDA members*

**Additional fee to CSDA members for Governance Foundations workshop on this day*

Special Districts Legislative Days

SACRAMENTO – May 20 – 21, 2025

Sheraton Grand Sacramento Hotel
1230 J Street
Sacramento, CA 95814

With about 30 percent of the State Legislature turning over in the 2024 General Election, this year's Special Districts Legislative Days is a must-attend event. It is crucial that special districts come together to educate our newly-elected lawmakers on special districts and the communities and constituents we mutually serve.

The new legislative session promises to be another impactful year with a tenuous State Budget and ever-growing concern over challenging issues like housing, infrastructure, labor, governance, revenues, natural resources, and more that matter to all special districts whether they provide water, sewer, fire protection, parks, cemeteries, healthcare, mosquito abatement, ports, harbors, airports, libraries, or other essential services.

This is your chance to unite the voice of special districts on those issues that matter most to all of us. Don't miss this opportunity to hear from California's top decision-makers, build partnerships, and advocate for local control.

COST

EARLY REGISTRATION*

CSDA Member	\$395
Non-member	\$790

REGULAR REGISTRATION

CSDA Member	\$495
Non-member	\$990

Early bird pricing – Register on or before Wednesday, April 23, 2025



HOTEL ROOM RESERVATIONS: CSDA room reservations in the CSDA room block start at the rate of \$152 plus tax and fees per day. The room reservation cut-off is March 11, 2025; however, space is limited and may sell out before this date.



HOTEL ROOM RESERVATIONS: CSDA room reservations in the CSDA room block start at the rate of \$222 plus tax and fees per day. The room reservation cut-off is April 23, 2025; however, space is limited and may sell out before this date.



CONFERENCES



General Manager Leadership Summit

CIP Earn SDRMA Credit Incentive Points.

OLYMPIC VALLEY – June 29 – July 1, 2025

Everline Resort & Spa Lake Tahoe
400 Resort Road
Olympic Valley, CA 96146

General managers and emerging leaders come together at our General Manager Leadership Summit to gain insight, make connections and hone their skills. Tailored education specifically to your role, choose from sessions designed to keep you current on governance best practices, state laws, human resources, operations, pensions, budgeting, district policies and procedures, risk management, and more! Plus, we provide plenty of interactive networking opportunities!

You will return to your district with new enthusiasm and knowledge, ready to take your board relationship, staff, and district to the next level.

**NEW
Content and
Speakers Added
Every Year!**

CSDA Annual Conference and Exhibitor Showcase

CIP Earn SDRMA Credit Incentive Points.

MONTEREY – August 25 – 28, 2025

Monterey Conference Center
One Portola Plaza
Monterey, CA 93940

The CSDA Annual Conference & Exhibitor Showcase is the must-attend event for special district leaders across California! With a densely packed agenda, this conference offers unparalleled opportunities to connect with peers and experts, and learn about new tools and trends.

Network with fellow special district professionals, explore the latest innovations and services in our extensive exhibitors' hall, and choose from over 30 targeted breakout sessions tailored to address today's relevant trends and topics for special districts.

This essential event will sharpen your skills, broaden your knowledge, infuse you with enthusiasm and forge new connections. Join us in 2025!

**The leadership
conference for
special districts**

COST

EARLY REGISTRATION*		REGULAR REGISTRATION	
CSDA Member	\$890	CSDA Member	\$990
Non-member	\$1,780	Non-member	\$1,980

Early bird registration – Register on or before Friday, May 23, 2025

COST

EARLY REGISTRATION*		REGULAR REGISTRATION	
CSDA Member	\$890	CSDA Member	\$990
Non-member	\$1,780	Non-member	\$1,980

Early bird registration – Register on or before Friday, July 25, 2025



HOTEL ROOM RESERVATIONS CSDA room reservations in the CSDA room block start at the rate of \$229 plus a discounted resort fee of \$25, per room, per night, plus tax and fees per day. The room reservation cut-off is May 23, 2025; however, space is limited and may sell out before this date.



HOTEL ROOM RESERVATIONS: Room reservations at the Marriott and Portola Hotel & Spa are available starting at the rate of \$249 plus tax. The room reservation cut-off is August 4, 2025; however, space is limited and may sell out before this date.

One night's non-refundable room and tax will be charged at the time a reservation is made for rooms reserved at the Portola and charged on 8/4/25 for rooms reserved at the Marriott.



Earn Your Certificate OR Take Advanced Track Sessions for Returning Attendees!

Board Secretary/Clerk Conference

CIP Earn SDRMA Credit Incentive Points.

SONOMA COUNTY – October 27 – 29, 2025

Hyatt Regency Sonoma Wine Country
170 Railroad Street
Santa Rosa, CA 95401

**NEW
Content and
Speakers Added
Every Year!**

Whether you're a first-time attendee or a seasoned board secretary/clerk, ongoing education is essential. To showcase your commitment to excellence, CSDA created the Board Secretary/Clerk Certificate program designed to provide education on the diverse responsibilities and complexities of your role. For first-time attendees, this certificate program provides a comprehensive foundation, equipping you with essential skills and insights to build your knowledge base.

For returning attendees, each year brings expanded learning opportunities with fresh, specialized breakout sessions designed to deepen your expertise and keep you up-to-date on new developments and trends that help you excel.

Earn your certificate and continue your professional journey with CSDA—this popular conference is your gateway to exceptional growth!

COST

EARLY REGISTRATION*		REGULAR REGISTRATION	
SDRMA Member	\$760	SDRMA Member	\$825
CSDA Member	\$825	CSDA Member	\$890
Non-member	\$1,650	Non-member	\$1,780

*Early bird registration – Register on or before
Friday, September 26, 2025*



HOTEL ROOM RESERVATIONS: CSDA room reservations in the CSDA room block start at the rate of \$157* (or prevailing federal per diem at time of check-in, as of 11/22/24, per diem is \$157) plus discounted \$10 destination fee plus tax and fees per day. The room reservation cut-off is October 6, 2025; however, space is limited and may sell out before this date.

One night non-refundable deposit/non-refundable balance due 30 days prior to 11:59 PM local time the day of arrival.

GM Leadership Summit, Annual Conference, and Board Secretary/Clerk Conference

Conference Community and Mobile App will be used for messaging and session information. No written materials will be provided outside of pre-conference workshops. Please consider what you need or want to print before the conference.





ON-DEMAND WEBINARS

On-demand webinars are subject to change, and new on-demand webinars are added throughout the year.

You can participate in CSDA professional development opportunities at the time and place most convenient for you. You can even print your own certificate of completion. Start anytime you want; log in to csda.net, click on Learn, select All Events-Register from the drop-down menu, and then click On-Demand. If you need assistance with your account, please call the CSDA office at 877.924.2732.

Check Out the Most Popular On-Demand Webinars of 2024

2024 Sexual Harassment Prevention Training for Supervisors

Free CSDA Member | \$115 Non-member

2024 Ethics AB 1234 Compliance Training

Free CSDA Member | \$115 Non-member

Keeping Up with the Brown Act

Free CSDA Member | \$115 Non-member

Effective Meeting Management Through Parliamentary Procedure

Free CSDA Member | \$115 Non-member

Board Member and District Liability Issues

Free CSDA Member | \$115 Non-member

Who Does What? Best Practices for Board/Staff Roles The Critical Nature of Communications in the Public Agency

Free CSDA Member | \$115 Non-member

Learn ADA Compliance and Transparency Without Falling Asleep

Free CSDA Member | \$115 Non-member

Did You Know We Also Have On-Demand Webinars Available in Spanish?

Ethics AB 1234 Compliance Training SPANISH

Free CSDA Member

\$115 Non-member

Sexual Harassment Prevention Training for Supervisors SPANISH

Free CSDA Member

\$115 Non-member

But that's not all! We have over 75 Webinars in our On-Demand Library on topics ranging from finance to human resources, governance, and community outreach to technology and emergency preparedness. Live webinars are usually available in the on-demand webinar library within two weeks of the live event. We work hard to keep the content current, so plan to watch your on-demand webinar within 30 days of purchase.

Certificate FAQs

When will I receive my certificate?

- For webinars and virtual workshops, your certificate will be available within 48 hours.
- For conferences, your certificate will be available within two weeks of the close of the event.

What if I watched in a group?

We track each person who has logged in to a virtual event, noting the amount of time attended. If you are watching in a group, we can only see the person who has logged in, so please be sure to fill out the sign-in sheet located on our Support page > Webinars/On-Demand/Events > How do I watch a webinar or on-demand webinar as a group?

Where can I access my certificate?

Your certificate will be available digitally under your profile on the CSDA website.

1. Login to your account
2. Click on your name/photo in the top right corner of the home screen
3. Select "Profile" from the drop-down menu
4. Scroll down and click "My CSDA Account" (big blue button on the left of the screen)

All of your certificates for both live and on-demand events will be located on the next page.

What if I don't see my certificate?

If your certificate does not show under your profile within the above timeframe, contact updates@csda.net with your name, district, and event you attended.





LIVE WEBINARS

2025
MEMBER BENEFIT
FREE
WEBINARS

CSDA webinars are offered at no charge to all Members in part through the generous support of the Special District Risk Management Authority (SDRMA).

WEBINAR AND DESCRIPTION	DATES & TIME	COST	CIP
NEW Prevailing Wage Update 2025 Each year the California Legislature and Department of Industrial Relations change something in prevailing wage law. This year is no exception. Join us to learn about the new changes and how the DIR is enforcing fines against public agencies for failure to file timely PWC-100, having unregistered contractors on a project and more. Review the expansion of skilled and trained workforce requirements. Learn about the most common errors your contractors make and how you can best help them to comply.	Tuesday, January 14, 2025 10:00 - 11:00 a.m.	• Free CSDA Member • \$125 Non-member	
NEW Transparency in Action: Unlocking the Brown Act This presentation on the Ralph M. Brown Act is tailored for board members and agency heads, delving into the essential obligations of public agencies to conduct open and transparent meetings consistent with the requirements of the California Constitution.	Tuesday, January 21, 2025 10:00 a.m. – 12:00 p.m.	• Free CSDA Member • \$125 Non-member	
NEW 2025 Annual Employment Law Update Join us for an engaging and informative webinar on the latest updates in employment law, designed to help special districts stay up to date with the ever-evolving legal landscape. In an era of constant change and heightened employee expectations, it is crucial to understand the implications of new regulations and legislation to maintain a fair and compliant workplace environment.	Tuesday, January 28, 2025 10:00 a.m. – 12:00 p.m.	• Free CSDA Member • \$125 Non-member	CIP
Ethics AB 1234 Compliance Training State law requires local agency officials to complete two hours of ethics training within the first year of his or her service. Then, every local agency official must receive at least two hours of training in general ethics principles and ethics laws relevant to his or her public service every two years thereafter. This training satisfies these requirements by covering various ethics topics, including a discussion of the Ralph M. Brown Act.	Tuesday, February 4, 2025 10:00 a.m. – 12:00 p.m.	• Free CSDA Member • \$125 Non-member	
Sexual Harassment Prevention for Supervisors This two-hour presentation will comply with the requirement of AB 1825 and AB 1661 and will cover: what constitutes sexual harassment and discrimination in the workplace; how to recognize and avoid harassment; what procedures to follow if you witness harassment, or are harassed yourself; the potential consequences, including personal liability of harassment; what constitutes abusive conduct in the workplace in compliance to AB 2053; and orientation, gender identity, and gender expression in compliance with SB 396.	Thursday, February 6, 2025 10:00 a.m. – 12:00 p.m.	• Free CSDA Member • \$125 Non-member	
Sexual Harassment Prevention for Non-Supervisors Under Senate Bill 1343, passed in 2018, California employers with five or more employees must provide at least 1 hour of training and education regarding sexual harassment, abusive conduct and harassment based on gender to all employees within 6 months of their assuming their role, and every 2 years after. SB 1343 also includes temporary and seasonal employees, who must be trained within 30 days of their hiring or 100 hours worked, whichever is first. This training must be consistent with what is provided to other employees. The requirement for seasonal and temporary workers began on January 1, 2020. This training, via webinar, will satisfy SB 1343 requirements. The webinar is interactive, allowing attendees to ask questions.	Tuesday, February 11, 2025 10:00 – 11:00 a.m.	• Free CSDA Member • \$125 Non-member	



LIVE WEBINARS

WEBINAR AND DESCRIPTION	DATES & TIME	COST	CIP
NEW Exploring Financial Strategies: Funding Options for Special Districts Special districts, local government entities established for specific purposes like fire protection or water management, have several available funding options. Funding options allow special districts to finance their operations, infrastructure projects, and services while meeting the specific needs of their communities.	Tuesday, February 18, 2025 10:00 – 11:00 a.m.	• Free CSDA Member • \$125 Non-member	
Maximize Your Membership Series: Resources for Board Members/Trustees As a member of the governing body of a special district, you play an integral role in shaping your district and community - and CSDA has the resources and information to help. Join us as we explore how to quickly access the top resources included in your CSDA membership, such as director/trustee specific trainings, best practices, cost-saving programs for your district, and more!	Monday, February 24, 2025 10:00 – 10:30 a.m.	• Free to all	
NEW Board Member and District Liability Issues 2025 Get a comprehensive overview of liability concerns affecting special districts and their board members. This presentation provides essential guidance on understanding, managing, and mitigating liability risks while serving your community effectively.	Tuesday, February 25, 2025 10:00 – 11:30 a.m.	• Free CSDA Member • \$125 Non-member	
NEW California Public Records Act Update 2025 In each recent year, either the courts or the Legislature has found a way to expand the scope and responsibilities of public agencies under the California Public Records Act. Requests are more frequent and have become increasingly complicated. Everyone is rightfully looking for innovative ways to handle the barrage of requests received, but there are also tried and tested tools that can help a Special District manage in this new frontier. In this webinar, participants will discover one new tool that can better manage and facilitate requests and will reexamine the benefits of a tried and tested tool that can reduce production costs. Additionally, the discussion will feature best practices that each special district can begin to implement right away.	Tuesday, March 4, 2025 10:00 a.m. – 12:00 p.m.	• Free CSDA Member • \$125 Non-member	
NEW AI in 2025: Legal Landscape and Strategic Imperatives for Special Districts Explore the evolving legal landscape and practical implications of AI for special districts in 2025, focusing on emerging risks, regulatory considerations, and strategic adaptation in an AI-driven world.	Tuesday, March 11, 2025 10:00 a.m. – 12:00 p.m.	• Free CSDA Member • \$125 Non-member	
NEW Grant Funding Readiness (including FEMA PA) and Continuity Planning for Maintaining Essential Services In this webinar, you will learn more about grant funding that may be available to you and steps to ensure you are ready to take it on. We will briefly discuss FEMA Public Assistance and provide an introduction to working with FEMA Public Assistance, including application, process, and timelines. Our speakers will also discuss continuity planning, a pillar of DHS funding, and provide strategies for maintaining essential services under constraints and discuss funding, skills prioritization techniques, and allocating resources effectively during limited operational capacity.	Tuesday, March 18, 2025 10:00 – 11:30 a.m.	• Free CSDA Member • \$125 Non-member	



WEBINAR AND DESCRIPTION	DATES & TIME	COST	CIP
The ABC's of SDLF – 2025 Update This brief webinar provides an overview of all the Special District Leadership Foundation (SDLF) programs and resources, including our newest program, the Essential Leadership Skills Certificate! You'll discover which SDLF programs are right for you and your district as well as benefits of certification, recognition, and accreditation and steps in the application process.	Tuesday, April 1, 2025 10:00 – 11:00 a.m.	• Free to all	
NEW CalPERS Update This webinar will address those compliance issues that CalPERS has been particularly interested in reviewing the last few years and the best strategies for avoiding running afoul of the rules. Topics will include examples of the MOU language to use to avoid common pitfalls and the practices to regularly follow to ensure continued compliance.	Tuesday, April 15, 2025 10:00 – 11:00 a.m.	• Free CSDA Member • \$125 Non-member	
NEW GASB 68, 75, 87, 96, 101 – What's All the Fuss About? This session will explain the pension (GASB 68) and OPEB (GASB 75) rules in layman's terms that are simple to understand. We will explore the differences between the two GASBs and talk about how they affect your assets and liabilities. We will also explore the leases (GASB 87) and IT subscriptions (GASB 96) and explain when they apply and how they affect your district's financial statements. Lastly, we will explore the upcoming GASB 101 that is related to compensated absences and how you can determine if it applies to your district (hint, it most likely does!).	Tuesday, April 29, 2025 10:00 – 11:30 a.m.	• Free CSDA Member • \$125 Non-member	
Maximize Your Membership Series: Resources for General Managers We understand that the job of a general manager can be very demanding. Your membership in CSDA helps keep you current on new laws, best practices, and innovative solutions. Join us as we discuss the tools and resources available to help you best serve your district and create a pipeline for future success.	Monday, May 5, 2025 10:00 – 10:30 a.m.	• Free to all	
NEW Innovative Approaches to Building Infrastructure: Thinking Beyond Design – Bid - Build With demands on existing infrastructure increasing, are there better ways to get major projects built? New legislation allows special districts to implement progressive design-build project delivery methods to hire design and construction teams at the beginning of a project. Special districts being able to partner and collaborate with preferred design and construction teams provides the opportunity for reduced project risks, cost savings, and, ultimately, better infrastructure projects. However, it can also present unforeseen legal, practical, and political risks and challenges. This presentation will discuss how special districts can successfully use progressive design-build, along with other similar and underutilized alternative project delivery tools, to build public infrastructure.	Tuesday, May 6, 2025 10:00 – 11:00 a.m.	• Free CSDA Member • \$125 Non-member	
NEW Successful Communication Strategies for Public Agencies Developing a communication strategy sets your agency or department on a trajectory for success and serves as a comprehensive roadmap with clear goals, objectives, strategies and tactics. In this session, you'll gain the expertise to devise measurable communications strategies that will bring clear value to your organization.	Tuesday, May 13, 2025 10:00 -11:00 a.m.	• Free CSDA Member • \$125 Non-member	



WEBINAR AND DESCRIPTION	DATES & TIME	COST	CIP
NEW Going Green: How Special Districts Can Implement Budget-Neutral Energy Efficiency Projects with Low-Cost Financing Does your district have the need for energy efficiency projects, but you don't know where to start? Please join to learn about the energy projects available to special districts, the costs and budget impacts of these projects, and how to obtain financing. Speakers will describe the green energy subsidies that are available to public agencies from the recently passed Inflation Reduction Act, which can help lower project costs and allow districts to meet their sustainability goals. Speakers will inform you on how to best position your district to get a bank loan, update you on the current market conditions, and how to structure your financing so that debt service payments are offset by energy savings.	Tuesday, June 3, 2025 10:00. – 11:00 a.m.	• Sponsored by CSDAFC • Free to all	
Maximize Your Membership Series: Resources for Board Secretaries/Clerks Whether you're new to the role or a seasoned pro, CSDA's welcoming community of board secretaries is here to help. Join us as we talk about ways to connect with your peers, access role-specific guides and trainings, and use your CSDA membership to improve the efficiency of your district.	Monday, June 9, 2025 10:00 – 10:30 a.m.	• Free to all	
NEW Mastering Good Governance for a Better Board and Better District Good governance is the foundation of effective, transparent, and accountable leadership of your district, and an essential starting point for building and maintaining an efficient and effective special district. This session is full of practical, proven guidance to help you master the principles of good governance and streamline your board and manager roles and relationships: building board teamwork, carrying out the director's role with excellence and building a productive relationship with your manager. You will take home ideas for change and improvement, including evaluating whether to have committee meetings and if so, how to structure them; how to ensure your board is focusing on the right information and issues; dealing with difficult directors, improving deliberation and providing clear policy direction to the manager; a pain-free and productive method for evaluating the manager's performance, and more. This is an interactive session full of examples and real-world ideas.	Tuesday, June 10, 2025 10:00 a.m. - 12:00 p.m.	• Free CSDA Member • \$125 Non-member	
NEW Developing and Updating Comprehensive Emergency Operations Plans for Special Districts: Aligning with Current Standards and Best Practices Join us for an essential 2-hour webinar designed to guide California's special districts through the process of developing, updating, and implementing effective Emergency Operations Plans (EOPs). This session will provide a comprehensive approach to creating EOPs that align with current standards and address the unique needs of special districts.	Tuesday, June 17, 2025 10:00 a.m. - 12:00 p.m.	• Free CSDA Member • \$125 Non-member	
NEW Building Tomorrow: Mastering Capital Project Financing for Special Districts The session will discuss key considerations for capital project financing (bonds, private placements, financing leases, and government loans - USDA, SRF, WIFIA, etc.) and how market conditions impact your district's ability to obtain financing.	Tuesday, July 22, 2025 10:00 - 11:00 a.m.	• Sponsored by CSDAFC • Free to all	



WEBINAR AND DESCRIPTION	DATES & TIME	COST	CIP
NEW Do's and Don'ts of Initiative Campaigns The Secretary of State of California published a Statewide Initiative Guide to provide an understanding of the procedures and requirements for preparing and circulating initiatives, filing sections of the petition and complying with procedures for verifying signatures. Join Richard D. Pio Roda, Partner at Redwood Public Law LLP, as he reviews the Do's and Don'ts of the entire initiative campaign process for special district employees and elected officials including how to provide impartial and unbiased information to constituents regarding ballot measures.	Tuesday, September 9, 2025 11:00 a.m. - 12:00 p.m.	• Free CSDA Member • \$125 Non-member	
NEW CA Government Compensation Reporting Rules and Requirements All special districts must file a state compensation report (GCC – Government Compensation in CA) with wage and benefit data by position in April of each year, for the prior calendar year. The GCC Report has many different rules and nuances in how to assemble properly. We will discuss common mistakes made in reporting and how to fix them. Lastly, we will explore different ways to gather the data needed to file the report in based on each payroll system.	Tuesday, September 16, 2025 10:00 – 11:00 a.m.	• Free CSDA Member • \$125 Non-member	
NEW Dealing with Evolving Boundaries and Boards: By-Division Voting, Vacancies, and More Overview of controlling laws and regulations related your special district governance, from elections, to vacancies, to the transition to By-Division voting, and beyond.	Tuesday, September 23, 2025 10:00 – 11:00 a.m.	• Free CSDA Member • \$125 Non-member	
Sexual Harassment Prevention for Supervisors This two-hour presentation will comply with the requirement of AB 1825 and AB 1661 and will cover: what constitutes sexual harassment and discrimination in the workplace; how to recognize and avoid harassment; what procedures to follow if you witness harassment, or are harassed yourself; the potential consequences, including personal liability of harassment; what constitutes abusive conduct in the workplace in compliance to AB 2053; and orientation, gender identity, and gender expression in compliance with SB 396.	Tuesday, October 14, 2025 10:00 a.m. – 12:00 p.m.	• Free CSDA Member • \$125 Non-member	
Sexual Harassment Prevention for Non-Supervisors Under Senate Bill 1343, passed in 2018, California employers with five or more employees must provide at least 1 hour of training and education regarding sexual harassment, abusive conduct and harassment based on gender to all employees within 6 months of their assuming their role, and every 2 years after. SB 1343 also includes temporary and seasonal employees, who must be trained within 30 days of their hiring or 100 hours worked, whichever is first. This training must be consistent with what is provided to other employees. The requirement for seasonal and temporary workers began on January 1, 2020. This training, via webinar, will satisfy SB 1343 requirements. The webinar is interactive, allowing attendees to ask questions.	Thursday, October 16, 2025 1:00 - 2:00 p.m.	• Free CSDA Member • \$125 Non-member	
Ethics AB 1234 Compliance Training State law requires local agency officials to complete two hours of ethics training within the first year of his or her service. Then, every local agency official must receive at least two hours of training in general ethics principles and ethics laws relevant to his or her public service every two years thereafter. This training satisfies these requirements by covering various ethics topics, including a discussion of the Ralph M. Brown Act.	Tuesday, October 21, 2025 10:00 a.m. – 12:00 p.m.	• Free CSDA Member • \$125 Non-member	



LIVE WEBINARS

WEBINAR AND DESCRIPTION	DATES & TIME	COST	CIP
NEW Accommodating Mental Health Disabilities - Strategies for Success Public sector disability discrimination claims are on the rise and many employers will face challenges accommodating an employee whose mental disability impacts or limits their job performance. Unlike physical disabilities, mental disabilities can be difficult to recognize and/or accommodate. This presentation will address some of the unique challenges an employer faces when presented with an employee's mental disability. You'll learn about an employer's responsibilities when an unspoken mental disability is suspected; how far an employer is required to go to accommodate a mental disability; knowing when the accommodation process is over; and the circumstances under which an employer can separate a disabled employee.	Tuesday, November 4, 2025 10:00 – 11:00 a.m.	• Free CSDA Member • \$125 Non-member	
NEW General Manager Performance Evaluations: A Strategic Approach that Works A well-executed general manager performance evaluation is crucial for both the manager's success and the board's effectiveness. But many boards tend to fumble, ignore, or mishandle this critical activity. Learn a proven process that will improve communication and understanding between the manager and board; incorporate both subjective and objective criteria for a well-rounded assessment; understand how to align the evaluation with clear policy directions and how to connect the evaluation process to the broader strategic plan and the manager's annual goals. There will be time for questions and answers. Join us to learn how a robust performance evaluation can drive excellence and mutual understanding among your board and staff leadership team.	Tuesday, December 2, 2025 10:00 a.m. - 12:00 p.m.	• Free CSDA Member • \$125 Non-member	



Sponsored by
**SPECIAL DISTRICT
LEADERSHIP FOUNDATION**



NEW Quarterly Leadership Lessons

Leadership is not just for those at the top – it's a skill that can elevate individuals across all job levels. Join us for engaging sessions where we'll explore essential leadership principles tailored to a variety of district roles. Hear insights on cultivating leadership qualities that foster collaboration, drive results, and empower growth at each stage of your career.

No matter your current position, these sessions will provide actionable strategies to strengthen your leadership presence. Topics include communication techniques, decision-making, team motivation, and adapting leadership style to different situations.

Take this opportunity to elevate your career and inspire those around you – because leadership is for everyone!

Lesson Dates

- Board Members
Friday, February 21, 2025, 2:00 – 3:00 p.m.
- District Managers
Friday, May 2, 2025, 2:00 – 3:00 p.m.

- Finance Professionals
Friday, September 26, 2025, 2:00 – 3:00 p.m.
- Human Resources Professionals
Friday, November 7, 2025, 2:00 – 3:00 p.m.

Cost

- Free to all



ESSENTIAL LEADERSHIP SKILLS CERTIFICATE

Completion of the Essential Leadership Skills Certificate requires courses in each of the six modules. 2025 date and location options are noted below. Courses from taken within the last two years are also eligible. For more information visit sdlf.org.

Essential Leadership Skills Certificate Program

The Essential Leadership Skills Certificate Program from the Special District Leadership Foundation is tailored for special district staff and demonstrates to your supervisor, manager, and/or board of directors that you are trained in critical leadership skills and have the competencies to successfully lead special districts.

Modules

1. Effective Communication
2. Organizational Development
3. Financial Management
4. Human Resources Management
5. Leadership
6. Special District Laws

Essential Leadership Skills Courses - 2025 Date Options

Effective Communication *(must take both of the following)*

- On-Demand Webinar: Grassroots Advocacy and Public Outreach
- On-Demand Webinar: Who Does What? Best Practices in Board/Staff Relations

Organizational Development *(choose one)*

- Virtual Workshop: Organizational Development
Wednesday and Thursday, May 7 and 8, 2025
9:00 a.m. – 12:00 p.m. each day
- Virtual Workshop: Organizational Development
Wednesday and Thursday, October 1 and 2, 2025
9:00 a.m. – 12:00 p.m. each day

Financial Management *(choose one)*

- Virtual Workshop: Budget Preparations for Special Districts
Wednesday and Thursday, February 26 and 27, 2025
9:00 a.m. – 12:00 p.m. each day
- In-Person Workshop: Financial Management for Special Districts
Thursday, May 1, 2025, 9:00 a.m. – 4:00 p.m. - Sacramento
- Virtual Workshop: Financial Management for Special Districts
Wednesday and Thursday, November 5 and 6, 2025
9:00 a.m. – 12:00 p.m. each day

Human Resources Management *(choose one)*

- In-Person Workshop: Human Resources Boot Camp for Special Districts
Wednesday, April 9, 2025, 9:00 a.m. – 4:00 p.m. - Sacramento
- Virtual Workshop: Human Resources Boot Camp for Special Districts
Wednesday and Thursday, October 15 and 16, 2025
9:00 a.m. – 12:00 p.m. each day

Leadership *(choose one)*

- In-Person Workshop: Supervisory Skills for the Public Sector
Tuesday, April 8, 2025
9:00 a.m. – 4:00 p.m. - Sacramento
- In-Person Workshop: So, You Want to Be a General Manager?
Pre-GM Summit: Sunday, June 29, 2025
9:00 a.m. – 3:30 p.m. - Lake Tahoe
- In-Person Workshop: So, You Want to Be a General Manager?
Pre-Annual Conference: Monday, August 25, 2025
9:00 a.m. – 3:30 p.m. - Monterey
- Virtual Workshop: Supervisory Skills for the Public Sector
Wednesday and Thursday, November 12 and 13, 2025
9:00 a.m. – 12:00 p.m. each day

Special District Laws *(choose one)*

- Virtual Workshop: Overview of Special District Laws
Wednesday and Thursday, June 4 and 5, 2025
9:00 a.m. – 12:00 p.m. each day
- In-Person Workshop: Overview of Special District Laws
Monday, November 3, 2025
9:00 a.m. – 4:00 p.m. - Sacramento

For more information visit www.sdlf.org.





WORKSHOPS

Virtual workshops are normally held over the course of two half-days, whereas in-person workshops are held over one full day.

WORKSHOP AND DESCRIPTION	DATES & TIME	COST	CIP
Virtual Workshop: Records Management This interactive workshop will provide information about legal requirements and best practices for e-mail, records retention, and technology options for managing electronic records. This session will also cover media and devices, terminology, electronic records and e-mail retention, document imaging systems, software solutions, and taxonomies.	Wednesday and Thursday, January 15 and 16, 2025 9:00 a.m. – 12:00 p.m. each day	• \$265 CSDA Member • \$530 Non-member	
Virtual Workshop: Board Member Best Practices This fast-paced and informative session covers all of the essential best practices of serving as a board member or trustee of a special district: the roles of board members and staff, policies and procedures your district should consider to ensure effective governance, and general ethics principles related to special districts including an overview of the laws affecting special districts.	Wednesday and Thursday, January 22 and 23, 2025 9:00 a.m. – 12:00 p.m. each day	• \$265 CSDA Member • \$530 Non-member	
Virtual Workshop: SDLA Module 1: Governance Foundations This course teaches the foundational knowledge and skills that identify and define the essential building blocks of a successful board, focusing on the critical elements of governance: effective trustees, board mindset, structure, process and protocols, individual/team standards, board's role and responsibilities.	Wednesday and Thursday, February 19 and 20, 2025 9:00 a.m. – 12:00 p.m. each day	• \$265 CSDA Member • \$530 Non-member	
Virtual Workshop: Budget Preparations for Special Districts <i>Qualifies toward the Essential Leadership Skills Certificate Program</i> Developing a budget is one of the most important functions for a local government. It is also one of the most difficult. Identifying priorities, forecasting revenue, addressing competing interests, determining the correct strategies, estimating cost of service, and ultimately allocating a limited pool of resources involves careful planning and effective decision-making across an entire organization.	Wednesday and Thursday, February 26 and 27, 2025 9:00 a.m. – 12:00 p.m. each day	• \$265 CSDA Member • \$530 Non-member	
 Virtual Workshop: Introduction to Project Management As the business world grows and resources become more competitive within organizations, you will discover the need to continually learn how to manage an increasing number of projects. In today's market and economic times organizations require people to be project managers with little to no supervision. The skills of a trained project manager are invaluable to people and organizations around the world.	Wednesday and Thursday, March 12 and 13, 2025 9:00 a.m. – 12:00 p.m. each day	• \$265 CSDA Member • \$530 Non-member	

WORKSHOP AND DESCRIPTION	DATES & TIME	COST	CIP
In-Person Workshop: SDLA Module 1: Governance Foundations <i>Part of SDRMA Spring Education Day</i>  This course teaches the foundational knowledge and skills that identify and define the essential building blocks of a successful board, focusing on the critical elements of governance: effective trustees, board mindset, structure, process and protocols, individual/team standards, and board's role and responsibilities. Hilton Sacramento Arden West 2200 Harvard Street Sacramento, CA 95815	Wednesday, March 26, 2025 11:00 a.m. – 3:45 p.m.	• Free SDRMA Member* • \$150 CSDA Member* (Price includes lunch) <i>*Special reduced pricing at this location on this date only</i>	
Virtual Workshop: SDLA Module 2: Charting the Course/Setting Direction  This session will highlight the importance of setting the direction for your district. Learn the critical components of direction setting for your district along with how to avoid planning pitfalls. Attendees will walk through the steps of establishing and fulfilling your district's mission, vision, values, and strategic goals, and how to communicate those objectives to your constituents. This session looks at common communication breakdowns and potential areas for improvement in public agency communications. This session will discuss proper and effective communication methods to be aware of as a governing official including identifying audiences, responding to public input, navigating media relations, and engaging in legislative outreach and advocacy.	Wednesday and Thursday, April 2 and 3, 2025 9:00 a.m. – 12:00 p.m. each day	• \$265 CSDA Member • \$530 Non-member	
In-Person Workshop: Supervisory Skills for the Public Sector <i>Qualifies toward the Essential Leadership Skills Certificate Program</i>   This course for supervisors will discuss and explore the supervisory skills necessary to work with people in the public sector environment. The course will cover what is expected of a supervisor; how to monitor and evaluate employees; and how to coach, mentor, and motivate employees. Through interactive exercises and engaging dialogue, you will learn how to create effective, productive, and successful teams; describe the various roles of a supervisor; understand the Emotional Maturity Continuum and how to apply it in the workplace; list best practices for effective performance management; practice defining performance standards; explain the GROW model of coaching; identify what motivates people; and list strategies for boosting motivation. California Special Districts Association Training Center 1112 I Street, Suite 250 Sacramento, CA 95814	Tuesday, April 8, 2025 9:00 a.m. – 4:00 p.m.	• \$275 SDRMA Member • \$325 CSDA Member • \$650 Non-member Lunch included	



WORKSHOPS

WORKSHOP AND DESCRIPTION	DATES & TIME	COST	CIP
In-Person Workshop: Human Resources Boot Camp for Special Districts <i>Qualifies toward the Essential Leadership Skills Certificate Program</i> Are you prepared to face the important HR trends that are emerging now? CSDA is pleased to present a full day HR Boot Camp that will cover cutting-edge information that HR professionals at special districts need to know. Divided into four segments: hiring, performance evaluation, employee discipline, and legal trends, this day is designed to maximize your time and give you substantive information you can use at your district right away. California Special Districts Association Training Center 1112 I Street, Suite 250 Sacramento, CA 95814	Wednesday, April 9, 2025 9:00 a.m. – 4:00 p.m.	• \$250 SDRMA Member • \$325 CSDA Member • \$650 Non-Member	
Virtual Workshop: Prevailing Wage: Basics and Beyond This workshop will cover the following topics: • Prevailing Wage Basics and Updates: review basic contract clauses that need to be in all prevailing wage contracts (including change orders), the requirement that ALL contractors and subcontractors need to be registered, and the penalties which are imposed on the contractor AND the agency for non-compliance • You've Got Federal Funding, Now What? Federal funding for a project brings with it additional prevailing wage requirements. We'll discuss those additional requirements, everything from mandatory contract provisions, to bidding, to apprentices, through final enforcement • Prevailing Wage Enforcement - the Deep Dive: This workshop section will include confirming the proper California wage rate and understanding when those rates are issued and go into effect; reviewing audit options and the top issues that contractor miss on their certified payrolls; reviewing apprenticeship requirements and documentation; confirming that training contributions are properly made; and confirming whether subsistence and travel or shift pay is required to close your project with confidence	Wednesday and Thursday, April 16 and 17, 2025 10:00 a.m. – 12:00 p.m. each day	• \$265 CSDA Member • \$530 Non-member	
Virtual Workshop: Policy and Procedure Writing This workshop offers practical, relevant, and effective tools to help organizations improve their rules and instructions so employees can actually use them. During this course, participants learn to: • Avoid the most common policy-writing mistakes • Distinguish between policies, procedures, and task outlines • Organize, write, and edit "reader-friendly" policies, procedures, and tasks	Wednesday and Thursday, April 30 and May 1, 2025 9:00 a.m. – 12:00 p.m. each day	• \$265 CSDA Member • \$530 Non-member	

WORKSHOP AND DESCRIPTION	DATES & TIME	COST	CIP
In-Person Workshop: Financial Management for Special Districts <i>Qualifies toward the Essential Leadership Skills Certificate Program</i> Money, money, money... it's on everyone's mind and on your job description. Make sure you understand the full scope of financial information affecting special districts today. From budgeting and internal controls to long-term planning and capital improvement plans. Attendees will get the information they need to begin to assess the overall financial health of their district, and the steps needed to make positive changes. California Special Districts Association Training Center 1112 I Street, Suite 250 Sacramento, CA 95814	Thursday, May 1, 2025 9:00 a.m. – 4:00 p.m.	• \$250 SDRMA Member • \$325 CSDA Member • \$650 Non-member Lunch included	
Virtual Workshop: Organizational Development <i>Qualifies toward the Essential Leadership Skills Certificate Program</i> This workshop will help leaders conduct an overall organizational assessment of their district, provide a primer on strategic planning, and instruct on the best practices for leadership development and team building. We will also explore how to handle inevitable changes in your organization, implement effective performance management strategies, promote employee engagement, and handle conflict resolution, including managing disputes and fostering an environment of effective collaboration.	Wednesday and Thursday, May 7 and 8, 2025 9:00 a.m. – 12:00 p.m. each day	• \$265 CSDA Member • \$530 Non-member	
Virtual Workshop: Overview of Special District Laws <i>Qualifies toward the Essential Leadership Skills Certificate Program</i> Day One: Board Governance – Brown Act, Ethics, Elections and Vacancies Day One will include an overview of board governance issues. The presentation will address Brown Act requirements, including agendas, closed sessions, committees, voting, teleconferencing, and recording of open meetings. The presentation also includes an overview of public service ethics laws, including conflicts of interest, Government Code section 1090, and related subjects. The presentation will also provide an overview of district elections and filling elected positions that become vacant. The discussion of these subjects will include analysis of recent legal developments and new laws as well as practical tips based on the speaker's many years of experience advising local agencies. Day Two: Transparency – Public Records, ADA Website Requirements, and Audits Day Two will review compliance issues related to the California Public Records Act ("CPRA"). It will also address California website compliance that integrates the CPRA, Brown Act, and addresses Section 508 ADA Compliance, State Controller Reports, Healthcare District Website, and Open Data. The presentation will also address special district audit requirements.	Wednesday and Thursday, June 4 and 5, 2025 9:00 a.m. – 12:00 p.m. each day	• \$265 CSDA Member • \$530 Non-member	



WORKSHOPS

WORKSHOP AND DESCRIPTION	DATES & TIME	COST	CIP
Virtual Workshop: SDLA Module 3: The Board's Role in Finance and Fiscal Accountability SDLA This session will discuss important financial concepts, reports, and policies specific to public agencies including special districts: • How to ask the right questions • How to link the finance process to the district mission and goals • Budget process, budget assessment, and communicating budget information to the public • How to develop and analyze capital improvement plans and reserve guidelines	Wednesday and Thursday, September 17 and 18, 2025 9:00 a.m. – 12:00 p.m. each day	• \$265 CSDA Member • \$530 Non-member	
Virtual Workshop: Organizational Development SDLF ESSENTIAL LEADERSHIP SKILLS CERTIFICATE <i>Qualifies toward the Essential Leadership Skills Certificate Program</i> This workshop will help leaders conduct an overall organizational assessment of their district, provide a primer on strategic planning, and instruct on the best practices for leadership development and team building. We will also explore how to handle inevitable changes in your organization, implement effective performance management strategies, promote employee engagement, and handle conflict resolution, including managing disputes and fostering an environment of effective collaboration.	Wednesday and Thursday, October 1 and 2, 2025 9:00 a.m. – 12:00 p.m. each day	• \$265 CSDA Member • \$530 Non-member	
Virtual Workshop: Human Resources Boot Camp for Special Districts SDLF ESSENTIAL LEADERSHIP SKILLS CERTIFICATE <i>Qualifies toward the Essential Leadership Skills Certificate Program</i> Are you prepared to face the important HR trends that are emerging now? CSDA is pleased to present an HR Boot Camp that will cover cutting-edge information that HR professionals at special districts need to know. Divided into four segments: hiring, performance evaluation, employee discipline, and legal trends, this day is designed to maximize your time and give you substantive information you can use at your district right away.	Wednesday and Thursday, October 15 and 16, 2025 9:00 a.m. – 12:00 p.m. each day	• \$190 SDRMA Member • \$265 CSDA Member • \$530 Non-Member	CIP

Gain knowledge.



Be one of the thousands of people CSDA trains every year.

WORKSHOP AND DESCRIPTION	DATES & TIME	COST	CIP
In-Person Workshop: Overview of Special District Laws <i>Qualifies toward the Essential Leadership Skills Certificate Program</i> Part One: Board Governance – Brown Act, Ethics, Elections - an overview of board governance issues. The presentation will address Brown Act requirements, including agendas, closed sessions, committees, voting, teleconferencing, and recording of open meetings. The presentation also includes an overview of public service ethics laws, including conflicts of interest, Government Code section 1090, and related subjects. The presentation will also provide an overview of district elections and filling elected positions that become vacant. The discussion of these subjects will include analysis of recent legal developments and new laws as well as practical tips based on the speaker's many years of experience advising local agencies. Part Two: Transparency – Public Records, ADA Website Requirements, and Audits- review compliance issues related to the California Public Records Act ("CPRA"). It will also address California website compliance that integrates the CPRA, Brown Act, and addresses Section 508 ADA Compliance, State Controller Reports, Healthcare District Website, and Open Data. The presentation will also address special district audit requirements. California Special Districts Association Training Center 1112 I Street, Suite 250 Sacramento, CA 95814	Monday, November 3, 2025 9:00 a.m. – 4:00 p.m.	• \$325 CSDA Member • \$650 Non-member Lunch included	
Virtual Workshop: Financial Management for Special Districts <i>Qualifies toward the Essential Leadership Skills Certificate Program</i> Money, money, money... it's on everyone's mind and on your job description. Make sure you understand the full scope of financial information affecting special districts today. From budgeting and internal controls to long term planning and capital improvement plans. Attendees will get the information they need to begin to assess the overall financial health of their district and steps needed to make positive changes.	Wednesday and Thursday, November 5 and 6, 2025 9:00 a.m. – 12:00 p.m. each day	• \$190 SDRMA Member • \$265 CSDA Member • \$530 Non-member	
Virtual Workshop: Supervisory Skills for the Public Sector <i>Qualifies toward the Essential Leadership Skills Certificate Program</i> This course for supervisors will discuss and explore the supervisory skills necessary to work with people in the public sector environment. The course will cover what is expected of a supervisor; how to monitor and evaluate employees; and how to coach, mentor, and motivate employees. Through interactive exercises and engaging dialogue, you will learn how to create effective, productive, and successful teams; describe the various roles of a supervisor; understand the Emotional Maturity Continuum and how to apply it in the workplace; list best practices for effective performance management; practice defining performance standards; explain the GROW model of coaching; identify what motivates people; and list strategies for boosting motivation.	Wednesday and Thursday, November 12 and 13, 2025 9:00 a.m. – 12:00 p.m. each day	• \$215 SDRMA Member • \$265 CSDA Member • \$530 Non-member	



WORKSHOPS

WORKSHOP AND DESCRIPTION	DATES & TIME	COST	CIP
Virtual Workshop: SDLA Module 4: Board's Role in Human Resources This session will teach participants how to determine the Human Resource (HR) health of their district and what areas to focus on as a board and individual governing official including: • Identifying the board's role in human resources • Recognizing HR red flags and positive indicators • Developing and maintaining essential HR policies • Covering confidentiality and legal liabilities • Evaluating the general manager	SDLA Wednesday and Thursday, December 3 and 4, 2025 9:00 a.m. – 12:00 p.m. each day	• \$265 CSDA Member • \$530 Non-member	CIP



Does your district need help paying for CSDA professional development webinars, workshops, or conferences?

The Special District Leadership Foundation (SDLF) is committed to helping special districts obtain current and relevant continuing education. **To that end, they have funded four scholarship opportunities for special district elected officials and staff.**



**SPECIAL DISTRICT
LEADERSHIP FOUNDATION**

SCHOLARSHIPS

Visit sdlf.org for more information.



California Special Districts Association

2025 REGISTRATION

Mail or Fax completed form to:

CSDA, 1112 I Street, Suite 200, Sacramento, CA 95814
f: 916.520.2465

Questions?

Please contact us
toll-free: 877.924.2732

Workshop and paid webinar cancellations must be made in writing via fax or email. Cancellations received prior to 3 working days before the event will be refunded less a \$25 processing fee.

Conference cancellations begin at \$75 each and are non-refundable after the early-bird deadline. Substitutions to another attendee are possible but only for that conference (not transferable to another conference). Consult conference registration pages for details.

Online Registration Available at www.csda.net

One form per registrant. Please make copies as needed.

Name:	Title:
District:	
Phone:	Email:

Member status: ☐ CSDA + SDRMA Member ☐ CSDA Member ☐ Non-member

Please indicate which workshop or webinar you would like to attend.

	City	Date	Total
Workshop/Webinar:			
Workshop/Webinar:			
Workshop/Webinar:			
Workshop/Webinar:			

WORKSHOP/WEBINAR SUBTOTAL 1:

CSDA Conferences and Events

			City	Date	Total
☐ SDRMA Spring Education Day		☐ FREE - SDRMA Member ☐ FREE - CSDA Member	Sacramento	March 26	
☐ Special District Leadership Academy - South	EARLY BIRD: MAR 21	☐ \$825 - CSDA Member ☐ \$1,650 - Non-member	La Quinta	April 21 - 24	
☐ Special Districts Legislative Days	EARLY BIRD: APRIL 23	☐ \$395 - CSDA Member ☐ \$790 - Non-member	Sacramento	May 20 - 21	
☐ General Manager Leadership Summit	EARLY BIRD: MAY 23	☐ \$890 - CSDA Member ☐ \$1,780 - Non-member	Olympic Valley	June 29 - July 1	
☐ Annual Conference & Exhibitor Showcase	EARLY BIRD: JULY 25	☐ \$890 - CSDA Member ☐ \$1,780 - Non-member	Monterey	Aug 25 - 28	
☐ Special District Leadership Academy - North	EARLY BIRD: SEPT 5	☐ \$825 - CSDA Member ☐ \$1,650 - Non-member	Redding	Oct 5 - 8	
☐ Board Secretary/Clerk Conference	EARLY BIRD: SEPT 26	☐ \$760 - SDRMA Member ☐ \$825 - CSDA Member ☐ \$1,650 - Non-member	Sonoma County	Oct 27 - 29	
☐ Special District Leadership Academy - Coastal	EARLY BIRD: OCT 16	☐ \$825 - CSDA Member ☐ \$1,650 - Non-member	Monterey	Nov 16 - 19	

CONFERENCE SUBTOTAL 2:

(COMBINE SUBTOTAL 1 AND 2) ---- TOTAL AMOUNT DUE:

Payment information

☐ Check ☐ Visa ☐ MasterCard ☐ American Express ☐ Discover

Acct. Name:	Acct. Number:
Expiration Date:	Authorized Signature:

Consent to Use Photographic Images: Registration and attendance at, or participation in, CSDA meeting and other activities constitutes an agreement by the registrant to CSDA's use and distribution (both now and in the future) of the registrant or attendee's image or voice in photographs, videotapes, electronic reproductions, and audiotapes of such events and activities.

Our Anti-Discrimination and Harassment Policy can be found under "CSDA Transparency" at www.csda.net/about-csda/who-we-are.

CSDA professional development is offered for general information only and is not offered or intended as legal advice. Participants should seek the advice of an attorney when confronted with legal issues and attorneys should perform an independent evaluation of issues raised.



California Special Districts Association

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2026 APPLICATION

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ASSOCIATE MEMBER APPLICATION

DEPENDENT SPECIAL DISTRICTS, CITY AND COUNTY AGENCIES, JPAs, and other public agencies not eligible for Regular Membership. This is a non-voting membership. Joint Powers Authority (JPA) memberships include benefits for agency staff only. JPA board members are eligible for CSDA membership through their respective agencies.

Main Contact Name:		
Title		
Email:	Phone:	
Agency Name:		
Mailing Address:		
City:	State:	Zip:
Physical Address:		
City:	State:	Zip:
Referred By:		
2026 CSDA ANNUAL MEMBERSHIP DUES		
Dues are based on the agency's annual operating revenue/income as of June 30, 2025. Only one-time grants or straight pass-through funding should be excluded. Any funding used to support agency operations such as payroll and other administrative expenses should be included. Refer to chart below to determine dues category. CSDA dues are subject to change by majority vote of the CSDA Board of Directors. CSDA membership is billed annually before the start of each calendar year. Members who join in 2026 will receive a prorated 2027 invoice that reflects their join date. Questions? Email membership@csda.net .		
AGENCY'S OPERATING REVENUE:		NUMBER OF FULL-TIME EMPLOYEES:
DUES TABLE (please check operating revenue)		
OPERATING REVENUE	ASSOCIATE DUES	
☐ \$0 - 500,000	\$1,398	
☐ \$500,001 - 10,000,000	\$1,872	
☐ \$10,000,001 - 20,000,000	\$2,136	
☐ \$20,000,001 and over	\$2,381	
YES, I WOULD LIKE INFORMATION ON:		
☐ RISK MANAGEMENT COVERAGES ☐ TAX-EXEMPT FINANCING OPTIONS		
PAYMENT (Credit card payments may be submitted by mail or fax to 916-520-2470, or email membership@csda.net)		
☐ CHECK ☐ VISA ☐ MASTERCARD ☐ DISCOVER ☐ AMERICAN EXPRESS		
Account Name:	Account Number:	
Expiration Date:	Authorized Signature:	
AMOUNT:		
Please return this form with dues investment to CSDA Member Services, 1112 I Street #200, Sacramento CA 95814. Additional information will be requested to complete your agency's new member file. QUESTIONS? Contact CSDA Member Services at 877.924.2732 or membership@csda.net .		



ACH Payments

Summarized By: **Lee Ann Jones-Santos**

Date: **11/18/2025**

Project: **ACH Payments**

Introduction:

The purpose of this summary is to provide an overview of the change from paper checks to ACH (automated clearinghouse) payments.

Definition and Purpose: ACH payments are electronic bank to bank transactions processed in batches through the ACH Network replacing traditional checks.

Trial Process:

Overview:

Vendor Instructions: Attached.

Forms: Attached.

Participants: Karyn Keze, Rod Greek, Peter DeHoff and Mark Robak. Trial process started in September 2025. Ten payments have been made to date.

Migration to ACH Payments

Manual and Electronic Payment/Transfers Policy: Use of the Policy (attached).

Provide ACH Instructions and Forms: Provide instructions and forms to all vendors (consultants and board members).

Cost Benefit: Reduction is hours for processing, elimination of checks, postage, envelopes, and paper. Additionally manual signatures on paper checks are not needed.

- Estimated Monthly Cost Savings:

- Hours – 1.0 - \$194
- Checks – 16 checks X .14 = 2.27
- Postage – 16 invoices X .78 = \$12.48
- Office Supplies – 16 envelopes X .05 = .80
- Paper – 16 invoices X .013 = .21

Subtotal = \$207.49

Minus monthly bank fee = \$20.00

TOTAL = \$187.49 (annual = \$2,250)

Conclusion:

We have tested the process as documented above. The transition from traditional checks to ACH payments offers multiple benefits, including cost savings, greater efficiency, and faster receipt of payments compared to mailed checks. ACH is also more environmentally friendly due to its paperless nature. The process has now been fully documented in the agency's policies.

ACH Trial Log							
		Payment For		Payment For		Payment For	
		August		September		October	
Participant	Date Enrolled	ACH Sent	ACH Received	ACH Sent	ACH Received	ACH Sent	ACH Received
The Keze Group	9/2/2025	9/16/2025	9/17/2025	10/13/2025	10/14/2025	11/12/2025	11/13/2025
Rod Greek CPA	9/15/2025	9/16/2025	9/17/2025				
Peter DeHoff	9/16/2025	9/16/2025	9/17/2025	10/13/2025	10/14/2025	11/12/2025	11/13/2025
Mark Robak	9/13/2025	9/16/2025	9/17/2025	10/13/2025	10/14/2025	11/12/2025	11/13/2025



ACH Direct Deposit Instructions for Board Members & Vendors

To enroll in ACH payments, please follow the steps below:

1. **Submit Required Documents**

- Complete the **ACH Direct Deposit Authorization Form**.
- Provide a **VOIDED check** to verify your routing and account numbers.
Blank forms will be provided in both Word and PDF formats.

2. **How to Return the Documents**

You may submit your completed form and voided check in any of the following ways:

- **Electronic signature** (if your software supports it)
- **Scan** and email the documents
- **Take a clear photo** of the documents and email them
Be sure the routing and account numbers on the voided check are clearly visible.

3. **Processing Time**

Upon receipt, the Assistant Treasurer will enter you as a new ACH payee with our bank.

- Please allow a **minimum of 3 business days** for the required **prenote verification** for new ACH accounts.

4. **Payment Notification**

Once your ACH setup is approved, all future payments will be issued electronically.

- The Assistant Treasurer will email you each time a payment is processed.



Metro Wastewater JPA

ACH Direct Deposit Authorization Form

Purpose: This form authorizes Metro Wastewater JPA to deposit payments directly to the account below.

1. Payee Information

Name:	
Mailing Address:	
City/State/ZIP:	
Phone:	
Email:	
Status (check one): Board Member (per diems) ☐ Vendor (invoices) ☒	

2. Bank Information

Bank Name:	
Bank Address (optional):	
Account Type (check one): Checking ☐ Savings ☐	
Routing Number (9 digits):	
Account Number:	

(Attach a voided check or official bank letter for verification.)

3. Authorization

I hereby authorize Metro Wastewater JPA to initiate electronic credit entries to the account indicated above for payments owed to me. This authorization will remain in effect until I provide written notice of cancellation.

I understand it is my responsibility to notify Metro Wastewater JPA of any changes to my account information.

Signature: _____

Name (printed): _____

Date: _____

4. For Office Use Only

Date Received:	
Verified by:	
Effective Date:	



Metro Wastewater JPA Policy No. 3

Manual and Electronic Payment/Transfers Policy

The Joint Powers Authority Proactively Addressing Regional Wastewater Issues

Chula Vista • Coronado • Del Mar • El Cajon • Imperial Beach • La Mesa • Lemon Grove Sanitation District
National City • Otay Water District • Poway • Padre Dam Municipal Water District
County of San Diego, representing East Otay, Lakeside/Alpine, Spring Valley & Winter Gardens Sanitation Districts

POLICY 3: METRO WASTEWATER JPA MANUAL AND ELECTRONIC PAYMENT/FUNDS TRANSFER POLICY & PROCEDURES

Adopted March XX, 2025

1. PURPOSE: The METRO WASTEWATER JPA makes payments to vendors and Board members either by manual processing or by electronic funds transfer and also receives funds from various parties as a routine business practice. All such payments must be properly authorized and executed to reduce the risk of erroneous or fraudulent transactions.

2. REFERENCES: Cal. Code Regs. Tit. 18, § 1707 and Regulation E of the Board of Governors of the Federal Reserve System pursuant to the Electronic Fund Transfer Act – authorizes local government use of EFT and prescribed accounting procedures for EFT transaction processing.

3. DEFINITIONS:

Agents of Metro Wastewater JPA:

Executive Director

Financial Consultant

Engineering Consultant

Board Secretary

Assistant Treasurer

Treasurer – Required Certification Designation - CPA

Electronic Funds Transfer (EFT): Refers to the disbursement from a bank account by means of wire, direct deposit, ACH, or other electronic means, either within a single financial institution or across multiple institutions, through computer-based systems. Wire transfers and ACH payments are examples of EFTs. This form of disbursement is authorized by RCW 39.58.750.

Automated Clearing House (ACH): A nationwide payment and collection system that provides for electronic distribution and settlement of funds. Although the term Electronic Fund Transfer (EFT) is technically more inclusive than the term ACH, the term EFT is often used synonymously with ACH and Wire Transfer. Wire transfers execute directly between two accounts, as opposed to a clearinghouse, so they process more quickly, but they are more expensive.

Wire Transfer: This is an electronic transfer of funds from one bank account to another initiated directly with the payee's bank. This type of transfer utilizes a system operated by the Federal Reserve Banks and is more costly compared to transactions involving checks or ACH.

National Automated Clearing House Association: NACHA is the steward of the electronic system that connects all U.S. bank accounts and facilitates the movement of money among them.

Banking Information: Information from the payee or their bank regarding their account. This information includes bank name, account name, account number, routing number, bank contact information and any other information necessary to transmit funds.

4. GENERAL GUIDELINES: The METRO WASTEWATER JPA currently utilizes an entirely manual process for receipts and payments. The JPA also may utilize EFTs for receipt of intergovernmental payments, grant payments, and other revenues where practical, and the transmittal of vendor payments, credit card processing fees, banking fees, and other disbursements where practical or required.

All EFTs are subject to applicable Purchasing Policies and all other policies and procedures in relation to the purchase of goods and/or services.

Except as noted above, wire transfers should only be used in payment of an obligation of the JPA when the situation requires immediate funds to settle a transaction or no other method is available. If a more inexpensive mechanism can be used to effect payment of the obligation (i.e., ACH or paper check), the Assistant Treasurer/Treasurer shall reserve the right to effect payment with the more inexpensive mechanism. Exceptions to this must be preapproved by the Executive Director.

This policy will be reviewed on a biennial basis for accuracy and process verification as part of the budget process. The JPA Executive Director is authorized to recommend administrative changes to this policy intermittently with Board approval, provided such changes are consistent with state and federal requirements.

5. MANUAL INVOICE AND PAYMENT PROCESSING PROCEDURES:

a. The Financial Consultant shall email JPA member's per diems, and vendors must email invoices, to the Assistant Treasurer/Treasurer by 10th of the month.

b. Assistant Treasurer/Treasurer's Review:

- i. Review (unique invoice, current amount due)
- ii. Prepare summary (Vendor, Amount), attach supporting documentation, send to Finance Consultant for review and approval.

c. Finance Consultant/Executive Director Review and Approval:

- i. Financial Consultant/Executive Director reviews summary invoices, compares against budget, and delivers approved signed summary via e-mail to Assistant Treasurer/Treasurer who will process checks for payment, including first wet signature by Assistant Treasurer/Treasurer.

- d. Assistant Treasurer/Treasurer prepares check summary and e-mails all secondary signatories regarding check summary and availability to sign.
- e. Assistant Treasurer/Treasurer takes or sends approved check summary, addressed and stamped envelopes, and checks to secondary signatory for wet signatures. Second signatory may be either the Metro JPA Chair, Finance Committee Chair, or Metro JPA Vice-Chair, based on availability. Secondary signer mails checks to vendors and delivers signed check summary back to Assistant Treasurer/Treasurer by month end, or Assistant Treasurer/Treasurer mails checks to vendors after secondary signatory signs and retains signed check summary.
- f. Assistant Treasurer/Treasurer maintains signed check summary for audit records.

NOTE: Concept is that check summary should have three layers of signed approvals on it: Assistant Treasurer/Treasurer's, Financial Consultant/Executive Director, and second signatories, and be maintained for auditor records if needed.

6. INTERNAL CONTROL REQUIREMENTS FOR ELECTRONIC PAYMENTS: To protect EFT transactions from internal and external threats, the following controls will be adhered to:

- a. Implementation of bank offered security measures to prevent unauthorized individuals from initiating or modifying a transfer, i.e., ACH Filters.
- b. Each user initiating or approving bank transactions must have a separate bank User IDs.
- c. Each user must either initiate or authorize electronic transactions, but not both for the same transaction.
- d. Use of pre-established templates for specific transaction types and specific accounts may be authorized in advance by the Assistant Treasurer/Treasurer, however, new templates must be initiated by one user and authorized by the Executive Director.
- e. The process of creating, securing, sending, and authenticating direct deposit transmittal files to prevent unauthorized modification or submission is documented below.
- f. Changes to board member or vendor banking information for direct deposit must be processed in writing using the Direct Deposit Authorization Form, under no circumstances will account changes be authorized by telephone or email.

g. Changes to vendor ACH accounts must be processed in writing, under no circumstances will account changes be authorized by telephone or email. Upon receipt, staff will independently verify changes with the vendor by phone.

7. TYPES OF PAYMENTS WHICH MAY BE MADE BY EFT:

Vendor Payments: In its normal course of business, the METRO WASTEWATER JPA may remit the following types of payments via ACH: vendor payments, Credit Card Merchant Service Fees, and bank card payments.

Wire Transfers: Transfer for investment purchases, bond proceeds, interest payments, and maturities may be processed by wire between the JPA and custodial account and between the JPA and the Local Government Investment Pool (LAIF – Local Agency Investment Fund). The Assistant Treasurer/Treasurer is the only position authorized to initiate wire transfers. Wire transfers may be used for vendor payments on an emergency basis or when no other payment method is available – these transactions must be approved by both the Executive Director and Board Chair/Auditor.

8. TRAINING: To ensure consistent compliance with procedures, Board members and agents of the JPA tasked with processing, reconciling and recordkeeping will train in proper procedures and internal controls prior to conducting these functions.

9. RECORD-KEEPING:

a. Transaction records will include:

- i. Unique Identifying number of the EFT payment (i.e., invoice number, date of payment, or bank transaction number).
- ii. Time and date of disbursement.
- iii. Payee name and address.
- iv. Amount of disbursement.
- v. Purpose of disbursement.
- vi. Accounting system expenditure/expense account number.
- vii. Disbursing bank's unique transaction identification number, if available.
- viii. Receiving bank or financial institution's identification number.

b. Documentation must be maintained of authorizations by payees who have thereby agreed to monies added to their accounts electronically.

10. PROCEDURES FOR ELECTRONIC PAYMENT PROCESSING:

a. Origination of ACH File:

i. ACH File Database: The METRO WASTEWATER JPA creates ACH files from Quickbooks, which are downloaded in proper ACH format.

ii. Transmission: Several options are available to transmit the file to the ACH originating bank, either through a gateway provider, or directly to the bank. The METRO WASTEWATER JPA generates and transmits board member payments, reimbursements, vendor and supplier payment files via California Bank & Trust.

iii. Retention: ACH and EFT date files are recommended to be maintained until audited plus four years. (The Local Government Records Program (LoCal) is tasked by Government Code section 12236; 26 CFR 31.6001-1(e)(2); Sec. of State Guidelines recommendation).

b. Authorizations:

i. All board members and vendors must complete and sign a Direct Deposit Authorization Form. This form is provided by and submitted to the JPA Assistant Treasurer/Treasurer along with the banking institution's contact information including phone number and address. The board member or vendor must provide either a deposit slip for a Savings Account or a voided check for a Checking Account. In lieu of a deposit slip or voided check, the board member or vendor may provide documentation from the board member or vendor's financial institution indicating the transit-routing number and the account number.

ii. The authorization form shall provide the individual or company with the ability to change bank account information. Board members and vendors should notify the Assistant Treasurer/Treasurer immediately but no later than seven working days prior to the effective date. Exceptions may be granted up to 4 working days prior to the payment date for closed or compromised accounts.

iii. All requests to revoke direct deposit authorization must be in writing.

iv. Retention of authorization forms and any requests for revocation of authorization will be maintained until superseded and released from all audits.

v. The METRO WASTEWATER JPA does not allow telephone or email-initiated entries or changes to authorizations.

vi. Direct deposit requestors are responsible for ensuring the accuracy of the bank details provided. The JPA is not liable for any errors resulting from incorrect information.

vii. The Assistant Treasurer/Treasurer will keep private banking information confidential and will take appropriate measures to ensure compliance with data privacy regulations.

viii. Direct deposit recipients will be directed to carefully review their remittance advices and any related documentation (e.g., direct deposit notifications) subsequent to each payment and promptly report any errors. The Assistant Treasurer/Treasurer will review any such notifications and work with the recipient to identify and resolve any errors in a timely manner.

ix. CHANGES TO DIRECT DEPOSIT INFORMATION

1. Notification Requirement: Direct deposit recipients must notify the Treasurer of any changes to their banking information, or their request to terminate direct deposit, at least two weeks prior to the desired change to ensure it is processed for the next payment cycle.
2. Temporary Suspension: If there is an issue with the direct deposit (e.g., incorrect bank details), Direct deposit recipients will receive their payment by alternative means (paper check) until the issue is resolved.
3. Cessation of Direct Deposit: Upon suspension or revocation of direct deposit, recipients will receive their payment via paper check until a subsequent request to reinstate direct deposit is processed.

c. Transaction Advice:

- i. AP vendors being paid by ACH or Wire will be advised of the payment via email.

d. Cancellation of Transactions:

- i. If it is learned that a board member, supplier or vendor does not have a right to a payment, or the payment amount is in excess of the amount due to the board member, supplier or vendor, then the payment is to be cancelled. Actions to take will depend upon where the payment is in the timeline of the transaction.

- If the ACH file has not been transmitted to California Bank & Trust but the payment process has been finalized, staff will void the batch to remove the incorrect payment.
- If the ACH file has not been transmitted to California Bank & Trust and the ACH process has begun, staff will remove the incorrect payment prior to finalizing the batch.

- If the ACH file has already been transmitted to California Bank & Trust, staff would complete a California Bank & Trust ACH Service Request for Item Delete/Reversal and fax to California Bank & Trust.

e. Cut-off Times:

- i. The following cut-off times are established for ACH file transmissions: The ACH file auto-generated at the conclusion of the AP process should be scheduled to transmit two (2) banking days prior to issue/check date.

f. Funding Outbound ACH Transactions

- i. Funding of ACH files is deemed to be a critical function that must be performed accurately and in a timely manner, in order to avoid the overdrawing of bank accounts.
- ii. The settlement bank account which accommodates the funding of outbound ACH transactions for AP transactions is the JPA's General Bank Account held at California Bank & Trust.
- iv. Funding of ACH/EFT transactions must occur the day before the ACH funding is sent.

g. Reporting of Inbound EFT Transactions:

- i. The settlement bank accounts which accommodate the receipt of inbound ACH transactions are the JPA's General Checking Account held at California Bank & Trust.

h. Returns

- i. In the case of outbound transactions for board member and vendor payments, an ACH Returns account is not utilized. Instead, the returns will be credited to the settlement bank account at California Bank & Trust from which the funds were originally disbursed.
- ii. Returned items are monitored as part of the daily process. Any returned items are forwarded to the Assistant Treasurer/Treasurer, to be researched and either voided or reissued as appropriate. A second qualified reviewer will review all such returns and their related disposition.

* * * End of Policy * * *

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

THIS REIMBURSEMENT AGREEMENT FOR PROFESSIONAL SERVICES ("Agreement") is made and entered into this 10th day of October, 2025, 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 (on behalf of: the Winter Gardens Sewer Maintenance District, a maintenance district established pursuant to California Streets & Hwys. Code section 5820 et seq.; the Lakeside/Alpine Sanitation District, a political subdivision of the State of California; and the Spring Valley Sanitation District, a political subdivision of the State of California) (the "Participating Agencies") entered into a Joint Exercise of Powers Agreement, as amended, 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"); and

B. The Participating Agencies appoint representatives to the Metro Commission, which is an advisory body to the City created pursuant to the Metro Agreement and consists of the same entities and appointees as the Metro JPA; and

C. The Metro JPA entered into an Agreement for Professional Services ("Professional Services Agreement") with Dexter Wilson Engineering ("Consultant"), which agreement commences on July 1, 2022, and terminates on June 30, 2026, a copy of which is attached as Exhibit "A"; and

D. The services Consultant provides under the Professional Services Agreement are also rendered for the benefit of the Metro Commission; and

E. Metro JPA and Consultant amended the Professional Services Agreement effective May 4, 2023 ("Amendment"), a copy of which is attached as Exhibit "B"; and

F. The Professional Services Agreement, as amended, requires Metro JPA to compensate the Consultant for services rendered in an amount not to exceed \$200,000 during any fiscal year (July 1 – June 30), or \$800,000 in the aggregate. Payments to Consultant for work performed under the Professional Services Agreement are made on a monthly billing basis; and

G. The City now desires to reimburse the Metro JPA for the cost of Professional Services performed by Consultant for the Metro JPA/Metro Commission pursuant to the Professional Services Agreement, as amended.

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 for Professional Services rendered by Consultant under the Professional Services Agreement.

a. Maximum Reimbursement. The City's total reimbursement obligation under the term of this Agreement for fiscal year 2025 and fiscal year 2026 shall not exceed two hundred thousand dollars (\$200,000.00) for Professional Services by Consultant. For clarity, this is a total not-to-exceed amount for both fiscal years and shall not be construed as \$200,000 for each fiscal year.

b. Contingent Obligation. The City's obligation to reimburse the Metro JPA for the Professional Services for fiscal years 2025 and fiscal year 2026 is contingent upon the City Council adopting an Annual Appropriation Ordinance for that fiscal year that includes sufficient funds to reimburse the Metro JPA, and upon the City's Chief Financial Officer furnishing one or more certificates certifying that the funds necessary for expenditures are, or will be on deposit with the City Treasury.

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

3. Term and Termination. This Agreement shall begin on the date first set forth above and terminate upon the earlier of (1) June 30, 2026; or (2) termination of the Professional Services Agreement by Metro JPA or the Consultant. Upon termination of this Agreement, the City shall pay the Metro JPA for any outstanding Professional 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.

4. Notice. Unless notified in writing of a change of address, all notices, payments, or correspondence relating to this Agreement may be given by personal delivery or by mail as follows:

To CITY:	To METRO JPA:
City of San Diego Public Utilities Department C/O Edgar Patino, Interagency Agreements 9192 Topaz Way San Diego, CA 92123	Metro Wastewater Joint Powers Authority C/O Adriana R. Ochoa Snell & Wilmer General Counsel for Metro JPA arochoa@swlaw.com

5. 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.

6. Amendments; Modifications; 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.

7. 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 covered hereunder.

[Signatures on the following page]

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

The 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: _____
Director, Purchasing & Contracting

Dated:

Metro Wastewater Joint Powers Authority

By: _____
Board Chair

Approved as to form:

Adriana R. Ochoa Snell & Wilmer
General Counsel for Metro JPA

Approved as to form:

Christina L. Rae
Chief Deputy City Attorney
City of San Diego

From: [Karyn Keze](#)
To: ["Jones, Adam"; "Patino, Edgar"](#)
Cc: ["Treasurer@metrojpa.org"](mailto:Treasurer@metrojpa.org)
Subject: Metro Wastewater Billing for Technical Support Services
Date: Friday, October 10, 2025 6:52:00 AM
Attachments: [Metro WastewaterJPA Bill No. 397.pdf](#)

Thank you for requesting the following Scope of Work and attached corresponding billing for services provided to the City of San Diego by Kathleen Noel of Dexter Wilson Engineering, Inc.

Ms. Noel serves as an engineering subconsultant to the Metro Wastewater JPA (Metro JPA) and, since late FY 2023, has provided specialized technical support to the City of San Diego Public Utilities Department on collaborative projects between the City and the Metro JPA.

The attached billing from the Metro JPA reflects the following Scope of Work:

Scope of Work

The following tasks constitute the scope of services requested by the City of San Diego Public Utilities Department. These services were performed by Kathleen Noel of Dexter Wilson Engineering, Inc., acting as an engineering subconsultant to the Metro Wastewater JPA (Metro JPA). The services described herein are intended to provide specialized technical support to the City of San Diego on joint Metro JPA–City projects and undertaken in accordance with the terms and conditions governing the agreement between the City of San Diego and the Participating Agencies.

The tasks outlined below correspond directly to the charges itemized in the attached billing statement.

1. Functional Allocated Billing (FAB) Methodology Support

- Provide technical assistance in the development and refinement of the Functional Allocated Billing (FAB) system of charges within the City's economic model. Work included evaluation of allocation methodologies, review of system capacity and cost drivers, and preparation of supporting analyses.
- Conduct quality assurance/quality control (QA/QC) reviews of Stantec's model development, verifying internal consistency, transparency, and accuracy of data inputs and outputs.
- Participate in workgroup meetings with City staff, consultants, and Metro JPA

representatives to present analyses and respond to inquiries.

2. Second Amended and Restated Agreement (SARA) Exhibits Development

- Prepare and update Exhibits A, B, E, and F to ensure accuracy, clarity, and consistency with proposed agreement, the FAB methodology, and Metro JPA's interests.
 - **Exhibit A:** Metro Facilities List and Map – Update list and map with current infrastructure and service areas.
 - **Exhibit B:** Distribution of Wastewater System Capacity Rights - Review and update the distribution of wastewater system capacity rights among member agencies based on current and historical flow metering.
 - **Exhibit E:** Methodology for Contract Capacity Transfers – Develop clear methodologies and procedures for contract capacity transfers, ensuring alignment with operational and financial frameworks.
 - **Exhibit F:** Metro System Flow Formulas and Sampling Locations - Refine system flow formulas and sampling location documentation to provide transparent calculations
- Coordinate drafts and revisions with the City of San Diego and Metro JPA member agencies and prepare final exhibits for adoption.

3. Regional Inflow and Infiltration (I&I) Study

- Serve as the technical lead for the Regional I&I Study on behalf of Metro JPA, coordinating with City of San Diego staff and their consultants.
- Develop the study framework and methodology, including coordination data collection requirements and analysis approaches.
- Oversee technical analyses to quantify inflow and infiltration impacts across the system, assess cost allocation implications, and evaluate potential corrective measures.
- Prepare meeting agendas and materials for Metro TAC committee.

4. Phase 2 Technical Support

- Provide ongoing specialized engineering support for shared Metro JPA/City initiatives related to Phase 2 planning work.
- Review and evaluate City-provided technical studies and project proposals to ensure alignment with Metro JPA's objectives.
- Participate in workshops, planning meetings, and technical review sessions to represent Metro JPA's interests.

5. Sewer Spill and Corrective Capital Improvement Program (CIP) Support

- Provide technical review and analysis of sewer spill events and related corrective actions.
- Provide recommendations on proposed CIP measures for effectiveness,

- cost efficiency, and alignment with regional wastewater system needs.
- Review and interpret flow meter data to interpret spill locations and magnitudes.
- Participate in the review of the Pump Station 1 project and other key CIP efforts to ensure that design and implementation meet Metro JPA's standards and protect member agencies' interests.

Ms. Noel's services are billed at the rate of \$135 per hour under the Wilson Engineering contract with the Metro JPA. From May 2023 through June 30, 2025, a total of 622 hours have been incurred in the performance of the tasks outlined above, as detailed in the attached monthly billing summary. Consistent with other reimbursement agreements between the City of San Diego Public Utilities Department and the Metro JPA, we respectfully request payment for seventy percent (70%) of these costs, in the amount of \$58,779.00. Please let us know if additional details are required as back-up to this request for payment.

The Metro Wastewater JPA appreciates the opportunity to provide these specialized engineering support services to the City of San Diego Public Utilities Department. Should you have any questions regarding this proposal or the attached billing statement, please do not hesitate to contact me. We look forward to continuing to support the City of San Diego in achieving its project objectives.

Respectfully submitted,

Karyn Keze
The Keze Group
Executive Director
Metro Wastewater JPA
619.733.8876

METRO WASTEWATER JPA
PO Box 1072
National City, CA 91951-1072
■ Treasurer@metrojpa.org
■ (619) 823-8129



INVOICE

Invoice No.:	397	Invoice Date:	October 10, 2025
Terms:	Net 30	Due Date:	November 9, 2025

Bill To:

City of San Diego
Public Utilities Department
Attn: Edgar Patino
9192 Topaz Way
San Diego, CA 92123

Ship To:

City of San Diego
Public Utilities Department

#	Product or Service	Description	Qty	Rate	Amount
1	Engineering Services	FY 2023			\$7,560.00
2	Engineering Services	FY 2024			\$30,429.00
3	Engineering Services	FY 2025			\$20,790.00
				Total	\$58,779.00

Remittance Information:

Please make payment payable to **Metro Wastewater JPA**
Mail to: PO Box 1072, National City, CA 91951-1072

**Metro Wastewater JPA Engineering Staff Support
Reimbursement Agreement for Wilson Engineering**

Month	Metro Billable Hours					Total
	1. FAB	2. SARA	3. I&I Study	4. Phase 2	5. Spills	
May-23	26.5	-	-	-	-	
Jun-23	36	14	-	-	3.5	
	62.5	14	0	0	3.5	80.00
Jul-23	36.5	7.5	-	-	-	
Aug-23	28.5	16.5	-	-	0.5	
Sep-23	24	-	-	-	-	
Oct-23	26	-	-	-	1	
Nov-23	30.5	-	-	-	-	
Dec-23	29.5	4	-	-	-	
Jan-24	6	4.5	-	-	11	
Feb-24	7.5	2			3.5	
Mar-24	14	1.5			2	
Apr-24	15.5	15.5			-	
May-24	3	1.5	2		-	
Jun-24	17	3	5.5	2.5	-	
	238	56	7.5	2.5	18	322.00
Jul-24	11.5	-	4.5	1.5	-	
Aug-24	3.5	-	16.5	5	16	
Sep-24	6.5	6.5	10.5	2	-	
Oct-24	11	2	1.5	0.5	-	
Nov-24	1	-	7	-	-	
Dec-24	3	1.5	13	-	5	
Jan-25	2	5	3	0.5	-	
Feb-25	-	5.5	3.5	14	-	
Mar-25	2	2	7.5	2	9.5	
Apr-25	2.5	3.5	3.5	-	1.5	
May-25	2.5	5.5	5.5	-	-	
Jun-25	2	5.5	-	2	-	
	47.5	37	76	27.5	32	220.00
	348	107	83.5	30	53.5	622.00
Summary:						
Total	\$ 46,980.00	\$ 14,445.00	\$ 11,272.50	\$ 4,050.00	\$ 7,222.50	\$ 83,970.00
70%	\$ 32,886.00	\$ 10,111.50	\$ 7,890.75	\$ 2,835.00	\$ 5,055.75	\$ 58,779.00

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

This agreement ("Agreement") is made and entered into as of July 1, 2022, by and between the METRO WASTEWATER JOINT POWERS AUTHORITY (hereinafter referred to as the "Metro JPA"), a joint powers authority organized and operating pursuant to California Government Code section 6500 *et seq.*, and Dexter Wilson Engineering, Inc. (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: Engineering Services.

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

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

AGREEMENT

NOW THEREFORE, IT IS AGREED AS FOLLOWS:

1. Services.

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

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

2. Compensation.

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

b. In no event shall the total amount paid for services rendered by Consultant exceed \$141,600 during any fiscal year (July 1 – June 30) or \$564,240.00 aggregate without the written approval of Metro JPA. Periodic payments shall be made within thirty (30) days of receipt of a statement for services rendered. Payments to Consultant for work performed will be made on a monthly billing basis.

3. Additional Work.

Except as provided in Section 23 of this Agreement, 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 this Agreement are as follows: **Dexter S. Wilson**, who will supervise the services described in this Agreement.

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 the Services in a prompt and timely manner and shall commence performance beginning upon Metro JPA's issuance of written authorization pursuant to Section 1 of this Agreement. This Agreement shall terminate on June 30, 2026, unless

otherwise extended by a written amendment signed by both Parties or otherwise earlier terminated pursuant to Section 16 of this Agreement.

7. Delays in Performance.

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

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

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

9. Standard of Care.

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

10. Assignment and Subconsultant.

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

11. Independent Consultant.

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

12. Insurance.

a. Commercial General Liability.

(i) The Consultant shall take out and maintain, during the performance of all work under this Agreement, in amounts not less than specified herein,

Commercial General Liability Insurance, in a form and with insurance companies acceptable to Metro JPA.

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

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

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

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

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

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

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

b. Automobile Liability.

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

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

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

(iv) The policy shall give Metro JPA, the Board and each member of the Board, its officers, employees, agents and Metro JPA designated volunteers additional 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 or Errors and Omissions insurance appropriate to its profession, in a form and with insurance companies acceptable to the 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. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend.

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
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Automobile Liability	\$1,000,000 per occurrence for bodily injury and property damage
Workers' Compensation	Statutory
Employer's Liability (if applicable)	\$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.

(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 any premium paid by Metro JPA will be promptly reimbursed by Consultant or Metro JPA will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, Metro JPA may cancel this Agreement.

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

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

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

13. Indemnification.

To the fullest extent permitted by law, Consultant shall defend (with counsel of Metro JPA's choosing), indemnify and hold Metro JPA, its Board, members of the Board, employees, and authorized volunteers free and harmless from any and all claims, demands, causes of action, suits, actions, proceedings, costs, expenses, liability, judgments, awards, decrees, settlements, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's services, the Project or this Agreement, including without limitation the payment of all consequential damages, expert witness fees and attorneys' fees and other related costs and expenses. Notwithstanding the foregoing, to the extent Consultant's services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to Claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Metro JPA, its Board, members of the Board, employees, or authorized volunteers.

14. 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 Agreement and require the same of any subconsultants. The Services under this Agreement 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 under this Agreement 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 Dexter S. Wilson as Project Manager. The Project Manager shall not be removed 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 may be given or delivered by depositing the same in any United States Post Office, certified mail, return receipt requested, postage prepaid, addressed to:

METRO JPA:	CONSULTANT:
Metro Wastewater JPA	Dexter Wilson Engineering
P.O. Box 1072	2234 Faraday Ave.
National City, CA 91951	Carlsbad, CA 92008
Attn: Metro TAC Chair	Attn: Dexter S. Wilson

and shall be effective upon receipt thereof.

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.

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

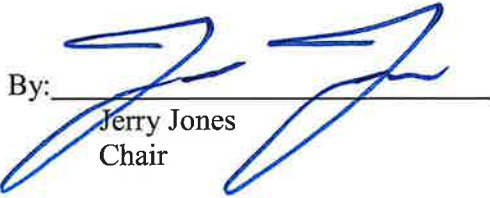
During the term of this Agreement, Consultant shall annually, no later than March 31 of each calendar year, provide Metro JPA with (1) proposed tasks for the upcoming fiscal year (July 1 of each calendar year to June 30 of the following calendar year [a "Fiscal Year"]) consistent with the Scope of Work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

evidencing compliance with Section 12 of this Agreement), and (3) an updated Schedule of Charges consistent with the annual increase authorized in Exhibit “B,” if any.

[SIGNATURES ON FOLLOWING PAGE]

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

METRO WASTEWATER JPA:

By: 
Jerry Jones
Chair

DEXTER WILSON ENGINEERING, INC.:

By: 
Dexter Wilson

APPROVED AS TO FORM:


Best Best & Krieger LLP
General Counsel
METRO WASTEWATER JPA

Approval of Professional Services Agreement with Dexter Wilson Engineering, Inc., as to form

EXHIBIT A

Scope of Services

The purpose of this As-Needed Engineering Consulting Contract for the Metro Wastewater JPA is to provide technical and financial support to the Participating Agencies ("PAs") in meeting their objectives of fair rates, equitable cost sharing, and program validation. To meet this intent Dexter Wilson Engineering, Inc. will review engineering information, reports, drawings and costs prepared by the City of San Diego or their consultants.

1. Attendance at and assistance in preparation of agendas for Metro TAC meetings.
2. Attendance at and assistance in preparation of agendas for the Metro JPA meetings.
3. Attend and prepare for subcommittee meetings as directed by TAC or JPA Chairperson.
4. Attend and prepare for other meetings as directed by TAC or JPA Chairperson.
5. Prepare cost estimates, cost sharing material, scope of works or other material as directed by TAC Chairperson.
6. Review Pure Water reports, plans and specifications and provide comments as directed by the TAC Chairperson.
7. Assist with preparation of amendment to Wastewater Disposal Agreement.
8. Assist with Audits.
9. Assist with implementation of Amended and Restated Wastewater Disposal Agreement.

EXHIBIT B
Schedule of Charges – FY 2023-2026

Work completed under this contract will be billed on a monthly basis. Fees will be calculated on an hourly rate basis by multiplying the actual hours worked on the job in each classification by the rates in the schedule below. These rates are subject to change in January of each year. All direct costs will be billed outside the proposed cost ceiling at cost plus 10 percent. Consultant invoices will be billed inside the cost ceiling at cost plus 5 percent.

Summary of Hours by Task:

Task 1— Estimated 5 hours per month.	Task 6 — Estimated 10 hours total.
Task 2— Estimated 5 hours per month.	Task 7 — 50 hours total.
Task 3 — Estimated 10 hours per month.	Task 8 — 50 hours total.
Task 4 — Estimated 5 hours per month.	Task 9 — 50 hours total.
Task 5 — Estimated 5 hours per month.	

FY 22-23 Proposed Budget					
Task	Professional	Technical	Clerical	Total	Task Cost
1	60	0	0	60	\$13,500
2	60	0	0	60	\$13,500
3	120	0	0	120	\$27,000
4	60	0	0	60	\$13,500
5	60	0	24	84	\$15,060
6	110	0	0	110	\$24,750
7	50	0	0	50	\$11,250
8	50	0	0	50	\$11,250
9	50	0	0	50	\$11,250
TOTAL	620	0	24	644	\$141,060

FY 23-24 Proposed Budget					
Task	Professional	Technical	Clerical	Total	Task Cost
1	60	0	0	60	\$13,500
2	60	0	0	60	\$13,500
3	120	0	0	120	\$27,000
4	60	0	0	60	\$13,500
5	60	0	24	84	\$15,060
6	110	0	0	110	\$24,750
7	50	0	0	50	\$11,250
8	50	0	0	50	\$11,250
9	50	0	0	50	\$11,250
TOTAL	620	0	24	644	\$141,060

FY 24-25 Proposed Budget					
Task	Professional	Technical	Clerical	Total	Task Cost
1	60	0	0	60	\$13,500
2	60	0	0	60	\$13,500
3	120	0	0	120	\$27,000
4	60	0	0	60	\$13,500
5	60	0	24	84	\$15,060
6	110	0	0	110	\$24,750
7	50	0	0	50	\$11,250
8	50	0	0	50	\$11,250
9	50	0	0	50	\$11,250
TOTAL	620	0	24	644	\$141,060

FY 25-26 Proposed Budget					
Task	Professional	Technical	Clerical	Total	Task Cost
1	60	0	0	60	\$13,500
2	60	0	0	60	\$13,500
3	120	0	0	120	\$27,000
4	60	0	0	60	\$13,500
5	60	0	24	84	\$15,060
6	110	0	0	110	\$24,750
7	50	0	0	50	\$11,250
8	50	0	0	50	\$11,250
9	50	0	0	50	\$11,250
TOTAL	620	0	24	644	\$141,060

EXHIBIT "B" (cont.)

Schedule of Charges

**Rate Schedule
Effective February 1, 2022
Subject to Change Due to COLA Adjustments**

CLASSIFICATION	HOURLY RATE
Office Personnel:	
Planning/Design	
Principal Engineer (RCE)	\$225.00
Managing Engineer (RCE)	\$215.00
Project Engineer (RCE)	\$195.00
Senior Engineer (RCE)	\$170.00
Design Engineer (RCE)	\$145.00
Associate Engineer II	\$135.00
Associate Engineer I	\$100.00
Engineering Aide II	\$ 95.00
Engineering Aide I	\$ 90.00
Drafting/Design	
Senior Designer	\$130.00
Senior Drafter	\$110.00
Drafter II	\$100.00
Drafter I	\$ 90.00
Clerical	\$ 65.00

"COLA Adjustments" means potential increases effective each July 1 based on the increase (if any) in the most recent San Diego Consumer Price Index - All Urban Consumers.

EXHIBIT “C”
Insurance Certificates

Insurance documentation is included on the following pages.



DEXTWIL-01

MCCOWANA

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/13/2022

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

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

PRODUCER License # 0E67768 IOA Insurance Services 4370 La Jolla Village Drive Suite 600 San Diego, CA 92122	CONTACT Erica Wilson NAME: PHONE (A/C, No, Ext): (858) 754-0063 50233 FAX (A/C, No): (619) 574-6288 E-MAIL ADDRESS: Erica.Wilson@ioausa.com	
	INSURER(S) AFFORDING COVERAGE INSURER A : Sentinel Insurance Company, Ltd 11000 INSURER B : Hartford Insurance Company of the Midwest 37478 INSURER C : Hudson Insurance Company 25054 INSURER D : INSURER E : INSURER F :	
INSURED Dexter Wilson Engineering, Inc. dba Wilson Engineering 2394 Faraday Avenue Carlsbad, CA 92168		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC ☐ OTHER:	X	X	72SBWBF0794	4/4/2022	4/4/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Deductible \$ 0
A	☐ AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY No Co Owned Autos ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY			72SBWBF0794	4/4/2022	4/4/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000			72SBWBF0794	4/4/2022	4/4/2023	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐	N/A	72WEGAS1AA1	4/4/2022	4/4/2023	☒ PER STATUTE ☐ OTH-ER E L EACH ACCIDENT \$ 1,000,000 E L DISEASE - EA EMPLOYEE \$ 1,000,000 E L DISEASE - POLICY LIMIT \$ 1,000,000
C	Professional Liab.			PRB0619113829	4/4/2022	4/4/2023	Per Claim 2,000,000
C	Ded. \$25K Per Claim			PRB0619113829	4/4/2022	4/4/2023	Aggregate 4,000,000

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

RE: FY21-22. Additional Insured coverage applies to General Liability and Automobile Liability for Metro JPA, City of National City, the Board and each member of the Board, its officers, employees, agents and Metro JPA designated volunteers per policy form. Primary and Non-Contributory coverage applies to General Liability per policy form. Waiver of subrogation applies to General Liability and Workers Compensation per policy form. Professional Liability - Claims made form, defense costs included within limit. If the insurance company elects to cancel or non-renew coverage for any reason other than nonpayment of premium Cavignac & Associates will provide 30 days notice of such cancellation or nonrenewal.

CERTIFICATE HOLDER

CANCELLATION

Metro Wastewater JPA 276 Fourth Avenue Chula Vista, CA 91910	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

BUSINESS LIABILITY COVERAGE FORM

This Paragraph **f.** applies separately to you and any additional insured.

3. Financial Responsibility Laws

- a. When this policy is certified as proof of financial responsibility for the future under the provisions of any motor vehicle financial responsibility law, the insurance provided by the policy for "bodily injury" liability and "property damage" liability will comply with the provisions of the law to the extent of the coverage and limits of insurance required by that law.
- b. With respect to "mobile equipment" to which this insurance applies, we will provide any liability, uninsured motorists, underinsured motorists, no-fault or other coverage required by any motor vehicle law. We will provide the required limits for those coverages.

4. Legal Action Against Us

No person or organization has a right under this Coverage Form:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b. To sue us on this Coverage Form unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this insurance or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

5. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this policy to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom a claim is made or "suit" is brought.

6. Representations**a. When You Accept This Policy**

By accepting this policy, you agree:

- (1) The statements in the Declarations are accurate and complete;
- (2) Those statements are based upon representations you made to us; and

- (3) We have issued this policy in reliance upon your representations.

b. Unintentional Failure To Disclose Hazards

If unintentionally you should fail to disclose all hazards relating to the conduct of your business at the inception date of this Coverage Part, we shall not deny any coverage under this Coverage Part because of such failure.

7. Other Insurance

If other valid and collectible insurance is available for a loss we cover under this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when **b.** below applies. If other insurance is also primary, we will share with all that other insurance by the method described in **c.** below.

b. Excess Insurance

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

(1) Your Work

That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(2) Premises Rented To You

That is fire, lightning or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;

(3) Tenant Liability

That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner;

(4) Aircraft, Auto Or Watercraft

If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion **g.** of Section **A.** – Coverages.

(5) Property Damage To Borrowed Equipment Or Use Of Elevators

If the loss arises out of "property damage" to borrowed equipment or the use of elevators to the extent not subject to Exclusion **k.** of Section **A.** – Coverages.

(6) When You Are Added As An Additional Insured To Other Insurance

That is other insurance available to you covering liability for damages arising out of the premises or operations, or products and completed operations, for which you have been added as an additional insured by that insurance; or

(7) When You Add Others As An Additional Insured To This Insurance

That is other insurance available to an additional insured.

However, the following provisions apply to other insurance available to any person or organization who is an additional insured under this Coverage Part:

(a) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract, written agreement or permit that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in c. below.

(b) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs (a) and (b) do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty under this Coverage Part to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all the other insurance permits contribution by equal shares, we will follow this method also. Under this approach, each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

8. Transfer Of Rights Of Recovery Against Others To Us**a. Transfer Of Rights Of Recovery**

If the insured has rights to recover all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them. This condition does not apply to Medical Expenses Coverage.

b. Waiver Of Rights Of Recovery (Waiver Of Subrogation)

If the insured has waived any rights of recovery against any person or organization for all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, we also waive that right, provided the insured waived their rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage.

BUSINESS LIABILITY COVERAGE FORM

F. OPTIONAL ADDITIONAL INSURED COVERAGES

If listed or shown as applicable in the Declarations, one or more of the following Optional Additional Insured Coverages also apply. When any of these Optional Additional Insured Coverages apply, Paragraph 6. (Additional Insureds When Required by Written Contract, Written Agreement or Permit) of Section C., Who Is An Insured, does not apply to the person or organization shown in the Declarations. These coverages are subject to the terms and conditions applicable to Business Liability Coverage in this policy, except as provided below:

1. Additional Insured - Designated Person Or Organization

WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- a. In the performance of your ongoing operations; or
- b. In connection with your premises owned by or rented to you.

2. Additional Insured - Managers Or Lessors Of Premises

- a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured - Designated Person Or Organization; but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and shown in the Declarations.
- b. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

- (1) Any "occurrence" which takes place after you cease to be a tenant in that premises; or
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

3. Additional Insured - Grantor Of Franchise

WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured - Grantor Of Franchise, but only with respect to their liability as grantor of franchise to you.

4. Additional Insured - Lessor Of Leased Equipment

- a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured - Lessor of Leased Equipment, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).
- b. With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after you cease to lease that equipment.

5. Additional Insured - Owners Or Other Interests From Whom Land Has Been Leased

- a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured - Owners Or Other Interests From Whom Land Has Been Leased, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land leased to you and shown in the Declarations.
- b. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:
This insurance does not apply to:
 - (1) Any "occurrence" that takes place after you cease to lease that land; or
 - (2) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

6. Additional Insured - State Or Political Subdivision - Permits

- a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the state or political subdivision shown in the Declarations as an Additional

Insured – State Or Political Subdivision - Permits, but only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.

- b. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

- (1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or
- (2) "Bodily injury" or "property damage" included in the "product-completed operations" hazard.

7. Additional Insured – Vendors

- a. WHO IS AN INSURED under Section **C.** is amended to include as an additional insured the person(s) or organization(s) (referred to below as vendor) shown in the Declarations as an Additional Insured - Vendor, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

- b. The insurance afforded to the vendor is subject to the following additional exclusions:

- (1) This insurance does not apply to:
 - (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
 - (b) Any express warranty unauthorized by you;
 - (c) Any physical or chemical change in the product made intentionally by the vendor;
 - (d) Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

- (e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

- (f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

- (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

- (h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

- (i) The exceptions contained in Subparagraphs (d) or (f); or

- (ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

- (2) This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

8. Additional Insured – Controlling Interest

WHO IS AN INSURED under Section **C.** is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured – Controlling Interest, but only with respect to their liability arising out of:

- a. Their financial control of you; or
- b. Premises they own, maintain or control while you lease or occupy these premises.

BUSINESS LIABILITY COVERAGE FORM

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

9. Additional Insured – Owners, Lessees Or Contractors – Scheduled Person Or Organization

a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured – Owner, Lessees Or Contractors, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

(1) In the performance of your ongoing operations for the additional insured(s); or

(2) In connection with "your work" performed for that additional insured and included within the "products-completed operations hazard", but only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

b. With respect to the insurance afforded to these additional insureds, this insurance does not apply to "bodily injury", "property damage" or "personal an advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

(1) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or

(2) Supervisory, inspection, architectural or engineering activities.

10. Additional Insured – Co-Owner Of Insured Premises

WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or Organization(s) shown in the Declarations as an Additional Insured – Co-Owner Of Insured Premises, but only with respect to their liability as co-owner of the premises shown in the Declarations.

The limits of insurance that apply to additional insureds are described in Section D. – Limits Of Insurance.

How this insurance applies when other insurance is available to an additional insured is described in the Other Insurance Condition in Section E. – Liability And Medical Expenses General Conditions.

G. LIABILITY AND MEDICAL EXPENSES DEFINITIONS

1. "Advertisement" means the widespread public dissemination of information or images that has the purpose of inducing the sale of goods, products or services through:

- a. (1) Radio;
- (2) Television;
- (3) Billboard;
- (4) Magazine;
- (5) Newspaper;

b. The Internet, but only that part of a web site that is about goods, products or services for the purposes of inducing the sale of goods, products or services; or

c. Any other publication that is given widespread public distribution.

However, "advertisement" does not include:

a. The design, printed material, information or images contained in, on or upon the packaging or labeling of any goods or products; or

b. An interactive conversation between or among persons through a computer network.

2. "Advertising idea" means any idea for an "advertisement".

3. "Asbestos hazard" means an exposure or threat of exposure to the actual or alleged properties of asbestos and includes the mere presence of asbestos in any form.

4. "Auto" means a land motor vehicle, trailer or semi-trailer designed for travel on public roads, including any attached machinery or equipment. But "auto" does not include "mobile equipment".

5. "Bodily injury" means physical:

- a. Injury;
- b. Sickness; or
- c. Disease

sustained by a person and, if arising out of the above, mental anguish or death at any time.

6. "Coverage territory" means:



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF OUR RIGHT TO RECOVER FROM
OTHERS ENDORSEMENT - CALIFORNIA**

Policy Number: 72 WEG AS1AA1

Endorsement Number:

Effective Date: 04/04/22

Effective hour is the same as stated on the Information Page of the policy.

Named Insured and Address: DEXTER WILSON ENGINEERING, INC.

2234 FARADAY AVE

CARLSBAD CA 92008

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 2 % of the California workers' compensation premium otherwise due on such remuneration.

SCHEDULE

Person or Organization

Job Description

Any person or organization for whom you are required by written contract or agreement to obtain this waiver of rights from us

Countersigned by _____

Authorized Representative

**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 4 day of May, 2023 by and between the parties to that Agreement, the Metro Wastewater Joint Powers Authority, existing and organized pursuant to the provisions of Government Code section 6500 et seq. (“**Metro JPA**”), on the one hand, and 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 JP A 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 JP A 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.

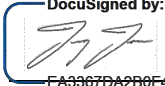
- (b) Exhibit B is further amended to reflect that for Fiscal Years 23-24, 24-25, and 25-26, the total amount of compensation Metro shall pay Consultant for services rendered under this Agreement shall not exceed \$200,000 per Fiscal Year. The aggregate compensation paid during the four-year term of 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

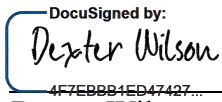
By: 
Chairperson

Date: May 16, 2023

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: May 22, 2023

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', is positioned above the printed name.

Dexter S. Wilson, P.E.

DSW:ck

Attachment(s)