Regular Meeting of the
Metro Wastewater JPA/Metro Commission

AGENDA

Thursday, February 5, 2026 - 12:00 p.m.

9192 Topaz Way (PUD MOC II) Auditorium, San Diego, CA

"The Metro JPA's mission is to create an equitable partnership with the San Diego City Council and Mayor on regional wastewater issues. Through stakeholder collaboration, open dialogue, and data analysis, the partnership seeks to ensure fair rates for participating agencies, concern for the environment, and regionally balanced decisions."

NOTE: ANY MEMBER OF THE PUBLIC MAY ADDRESS THE METRO WASTEWATER JPA/COMMISSION ON ANY AGENDA ITEM. 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. COMMENTS ARE LIMITED TO THREE (3) MINUTES PER INDIVIDUAL

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1. **ROLL CALL**

2. **PLEDGE OF ALLEGIANCE**

3. **PUBLIC COMMENT:** *Persons speaking during Public Comment may address the Metro Wastewater JPA/Metro Commission on any subject matter within the jurisdiction of the Metro Wastewater JPA/Metro Commission that is not listed as an agenda item. Comments are limited to three (3) minutes.*

4. **ACTION:** Approval of Agenda

5. **ADMINISTRATION OF OATHS OF OFFICE TO DIRECTORS CAZARES AND PRECIADO**

CONSENT CALENDAR

Items **6-10** will be enacted in one motion in accordance with the recommendation unless removed from the Consent Calendar by the Board of Directors, Staff or Public. If a member of the public wishes to remove an item, they should submit a "Request to Speak" form to the Board Secretary prior to the meeting. Items removed from the Consent

Calendar will be considered in the original agenda order immediately following adoption of the Consent Calendar.

RECOMMENDATION: Approve the Consent Calendar

6. **ACTION:** Consideration and Possible Action to Approve the Minutes of **December 4, 2025** **(Attachment)**

7. **ACTION:** Receive and File Check Registry – Monthly Expense Report for the Months of **November and December 2025** **(Attachment)**

8. **ACTION**: Consideration and Possible Action to Approve Metro Wastewater JPA Quarterly Treasurer's Report FY 2026 - Quarter 2 - Ending December 31, 2025 **(Attachment) (Approved by TAC 1/21/26)**

9. **ACTION**: Consideration and Possible Action to Approve the Metro JPA/Commission ACH Implementation **(Attachment) (Approved by Finance Committee 12/9/25)**

10. **ACTION**: Consideration and Possible Action to Approve a Reimbursement Agreement for Professional Services By and Between the City of San Diego and the Metro Wastewater Joint Powers Authority **(Attachment) (Approved by Finance Committee 12/9/25)**

END OF CONSENT CALENDAR

11. **INFORMATION/PRESENTATION:** Review of January 1, 2026, Storm Events (Doug Campbell) **(Attachment) (Heard by TAC 1/21/26)**

12. **ACTION**: Consideration and Possible Action to Approve the City of San Diego Metro Wastewater System Functional-Design Based Billing Framework Report (Ben Stewart - Stantec) **(Attachment) (Report emailed 1/7/26) (Approved by TAC 1/21/26)**

13. **ACTION:** Consideration and Possible Action to Approve the Third Amendment to Sole Source Agreement with Geosyntec Consultants, Inc. to provide Technical Consultant Services for NPDES General Permit for Storm Water Discharges Associated with Industrial Activities, Consent Decree Support. (Staci Domasco) (**Attachment) (Approved by TAC 1/21/26)**

14. **ACTION:** Consideration and Possible Action to Approve the Following Items Brought Forward by the Finance Committee **(Approved 12/9/25)**:

a. Consideration and Possible Action to Approve a Website Rebuild and Annual Hosting Contract (Lee Ann Jones-Santos) **(Attachment)**

b. Consideration and Possible Action to Adopt Resolution No. 2026-0205 of the Metro Wastewater Joint Powers Authority Board of Directors Authorizing Optional Teleconferencing, Remote Participation by Board Members, and Virtual Meetings of Committees Pursuant to Government Code Section 54953.87 and 54953.86 (Senate Bill 707) (Adriana Ochoa) **(Attachment)**

15. **UPDATE:** Metro Wastewater (General) (Standing Item) (Lisa Celaya)

16. **UPDATE:** Metro Wastewater Financial (Standing Item) (Adam Jones**)**

17. **REPORT:** General Counsel (Standing Item) (Adriana Ochoa)

18. **REPORT:** Metro JPA Executive Director's Report December 2025 (Standing Item) (Karyn Keze) **(Attachment)**

19. **REPORT:** Metro TAC Chair's Report January 2026 (Standing Item) (Blake Behringer) **(Attachment) (Note: No December Metro TAC)**

20. **METRO JPA DIRECTORS/COMMISSIONERS COMMENTS AND PROPOSED AGENDA ITEMS** for Next Metro JPA/Commission Meeting **March 5, 2026**

21. **CLOSED SESSION**
    Public Employment (Government Code § 54957(b)(1))
    Title: Executive Director Succession Planning

22. **ADJOURNMENT**

NOTE: The Metro Wastewater JPA and/or Commission may take action on any item listed in this Agenda whether or not it is listed "For Action."

Materials provided to the Metro JPA/Metro Commission related to any open-session item on this agenda are available for public review at our website: https://www.metrojpa.org

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 JPA 2026 Regular Meeting Schedule

January 1, 2026	February 5, 2026	March 5, 2026
April 2, 2026	May 7, 2026	June 4, 2026
July 2, 2026	August 6, 2026	September 3, 2026
October 1, 2026	November 5, 2026	December 3, 2026

Minutes of the Regular Meeting of
the Metro Wastewater JPA and
Metro Commission

9192 Topaz Way (PUD MOC II) Auditorium, San Diego, CA

December 4, 2025

Chair Jones called the meeting to order at 12:08 p.m. A quorum of the Metro JPA/Commission was declared, and the following representatives were present:

1. **ROLL CALL**

Agencies	Representatives	Alternate
City of Chula Vista	Jose Preciado	
City of Coronado	Kelly Purvis	
City of Del Mar	Dwight Worden	
City of El Cajon	Gary Kendrick	
City of Imperial Beach	Mitch McKay	
City of La Mesa	Lauren Cazares	
Lemon Grove San District	Jerry Jones	
City of National City	Ditas Yamane	
City of Poway	Peter De Hoff	
Otay Water	Mark Robak (arrived 12:28)	
Padre Dam	Kyle Swanson	
County of San Diego	Joel Anderson	

Others present: Metro JPA General Counsel Adriana Ochoa – Snell & Wilmer Law; Metro JPA/Commission Board Secretary Lori Anne Peoples; Michael Benoza – City of Chula Vista; None – City of Coronado; Blake Behringer - City of El Cajon; Juan Larios – City of Imperial Beach; Joe Kuhn – City of La Mesa; Jessyka Heredia and Izzy Murguia – Lemon Grove Sanitation District; Carmen Kasner – City of National City; Beth Gentry – Otay Water District; Peejay Tubongbauna – Padre Dam Municipal Water District; Troy De Priest and Carlos Cortes – City of Poway; Lisa Celaya, Doug Campbell, Edgar Patino, Akram Bassyouni, Tim Carroll, Doug Owen - City of San Diego Staff; Sumedh Bahl – County of San Diego; Metro JPA Staff: Karyn Keze, Executive Director, The Keze Group; Lee Ann Jones-Santos, Assistant Treasurer from Rodney Greek, CPA; and Dexter Wilson and Kathleen Noel, Wilson Engineering.

2. **PLEDGE OF ALLEGIANCE TO THE FLAG**

Vice Chair De Hoff, led the pledge.

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3. **PUBLIC COMMENT**

None.

4. **ACTION: APPROVAL OF AGENDA**

ACTION: Motion by Director McKay, seconded by Director Yamane, to approve the agenda. Motion carried as follows:

AYES: Preciado, Purvis, Worden, Kendrick, McKay, Cazares, Jones, Yamane, Swanson, De Hoff, Anderson
NAYS: None
ABSTAIN: None
ABSENT: Robak

CONSIDERATION AND POSSIBLE ACTION TO APPROVE CONSENT CALENDAR ITEMS 5 and 6

5. **ACTION: Consideration and Possible Action to Approve the Minutes of November 6, 2025**

6. **ACTION: Receive and File Check Registry/Monthly Expense Report for the Month of October 2025**

ACTION: Motion by Vice Chair De Hoff, seconded by Director McKay to approve the Consent Calendar, Items 5 through 7. Motion carried as follows:

AYES: Preciado, Purvis, Worden, Kendrick, McKay, Cazares, Jones, Yamane, Swanson, De Hoff, Anderson
NAYS: None
ABSTAIN: None
ABSENT: Robak

END OF CONSENT CALENDAR

7. **ACTION: Consideration and Possible Action to Approve the SD PUD Independent Auditor's Report - Fiscal Year Ending 2020 (Approved at 11/19/25 TAC Meeting)**

Edgar Patino, on behalf of Adam Jones, City of San Diego, provided a verbal introduction to the item. He then introduced Marilyn Toledo of MGO, who summarized the presentation. The presentation was distributed to the Directors following the meeting and is attached to these minutes as Attachment A.

ACTION: Motion by Vice Chair De Hoff, seconded by Director McKay to approve the SD PUD Independent Auditor's Report - Fiscal Year Ending 2020. Motion carried as follows:

AYES: Preciado, Purvis, Worden, Kendrick, McKay, Cazares, Jones, Yamane, Swanson, De Hoff, Anderson
NAYS: None
ABSTAIN: None
ABSENT: Robak

8. **ACTION: Consideration and Possible Action to Approve the Authorization to Execute a Contract with U S Peroxide, LLC to Provide Hydrogen Sulfide Odor Control in Collection System (Approved at 11/19/25 TAC Meeting)**

Tim Carroll, City of San Diego, provided a brief verbal overview of his presentation included in the agenda package.

ACTION: Motion by Director Yamane, seconded by Director Anderson, to approve the execution of a contract with US Peroxide LLC. Motion carried as follows:

AYES: Preciado, Purvis, Worden, Kendrick, McKay, Cazares, Jones, Yamane, Swanson, De Hoff, Anderson
NAYS: None
ABSTAIN: None
ABSENT: Robak

9. **UPDATE: Semi-Annual Pure Water Program Update**

Doug Campbell, City of San Diego, presented his item as included in the agenda package. He noted that the six-month CIP update was provided at the prior meeting and will next be taken to the Environmental Committee in January.

Akram Bassyouni, City of San Diego, presented the staff reports for Items 9a through 9c, along with the related presentations, as included in the agenda package.

a. **ACTION: Amendment No. 4 to the Agreement with Jacobs-CH2M Hill Engineers, Inc. for As-Needed Construction Management Services – Conveyance Projects - Contract Number H176955**

ACTION: Motion by Director Worden, seconded by Chair Jones, to approve Amendment 4 to the Agreement with Jacobs-CH2M Hill Engineers, Inc. Motion carried as follows:

AYES: Preciado, Purvis, Worden, Kendrick, McKay, Cazares, Jones, Yamane, Robak, Swanson, De Hoff, Anderson
NAYS: None
ABSTAIN: None
ABSENT: None

b. **ACTION: Pure Water Program – Amendment No. 3 to the Agreement with Parsons-Black & Veatch Joint Venture for As-Needed Construction Manager - Treatment Plant and Facilities Projects - Contract Number H176935**

ACTION: Motion by Director Robak, seconded by Director Anderson, to approve Amendment 3 to the agreement with Parsons-Black & Veatch Joint Venture. Motion carried as follows:

AYES: Preciado, Purvis, Worden, Kendrick, McKay, Cazares, Jones, Yamane, Robak, Swanson, De Hoff, Anderson
NAYS: None
ABSTAIN: None
ABSENT: None

c. **ACTION: Pure Water Program – First Amendment to the agreement with PMWeb, Inc. to provide web-based project control system for Pure Water Program Phase 1 – Sole Source Agreement #4265**

ACTION: Motion by Director Worden, seconded by Vice Chair De Hoff, to approve the First Amendment to the Agreement with PMWeb. Inc. Motion carried as follows:

AYES: Preciado, Purvis, Worden, Kendrick, McKay, Cazares, Jones, Yamane, Robak, Swanson, De Hoff, Anderson
NAYS: None
ABSTAIN: None
ABSENT: None

10. **UPDATE: Pure Water Program Update (Standing Item)**

No report.

11. **UPDATE: Metro Wastewater (General) (Standing Item) (Lisa Celaya)**

Lisa Celaya, City of San Diego, recognized and thanked the Cities of La Mesa, Coronado, and Poway for their approval of SARA and Amendment No. 1. She then reported that the PS 1 modernization project remains on schedule, with the bypass anticipated to be installed in the spring. Regarding PS 2, she stated that City staff are meeting with JPA staff to discuss the project and receive input.

12. **UPDATE: Metro Wastewater Financial (Standing Item) (Adam Jones)**

No report.

13. **REPORT: General Counsel (Standing Item) (Adriana Ochoa)**

a. SB 707 Virtual Meetings

General Counsel Ochoa explained that, effective January 1, 2026, SB 707 includes new provisions relating to the conduct of virtual meetings for both legislative bodies and their standing committees. She noted that the provisions applicable to Board meetings differ from—and are more restrictive than—those applicable to standing committees and outlined the requirements that would need to be met to conduct virtual meetings under the new law.
Chair Jones requested that this topic be agendized for discussion at the upcoming Finance Committee meeting on December 9, 2026.

b. SB 852 Eff. January 2026, Individuals who must file their Form 700, Statement of Economic Interest with the FPPC on their Online System.

General Counsel Ochoa explained that all Directors, the Executive Director and the Treasurer and Vice Treasurer, would now be required to file their annual 700 Forms directly with the FPPC. Board Secretary Peoples has provided the FPPC with the list of names and email addresses so everyone will be receiving an email shortly with information on how to access their online filing system. All other staff/consultants will continue to file as they currently do.

14. **REPORT: Metro JPA Executive Director's Report October 2025 (Standing Item)**

Executive Director Keze stated that she had sent her November report out early, which they should have received and reminded Finance Committee members that they have a meeting next Tuesday at 11:00 am.

15. **REPORT: Metro TAC Chair's Report November 2025 (Standing Item)**

Metro TAC Chair, Behringer, stated that his report was included in the agenda package.

16. **METRO JPA DIRECTORS/COMMISSIONERS COMMENTS AND PROPOSED AGENDA ITEMS for the Next Metro JPA/Commission Meeting January 1, 2026**

Chair Jones apologized for not welcoming new La Mesa representative, Lauren Cazares, at the beginning of the meeting. Director Cazares provided a brief overview of her background and stated she looked forward to collaborating with her colleagues.

Director Worden requested a current update on Padre Dam and options be discussed at a future meeting. Chair Jones noted that this would be done when the time was right.

He then announced that the JPA/Commission would be dark in January and wished everyone a Happy, Safe Holiday Season.

Secretary Peoples reminded the SANDIST members, that they would have a brief meeting upon adjournment of the JPA/Commission meeting.

17. **CLOSED SESSION**

PUBLIC EMPLOYEE PERFORMANCE EVALUATION
(Gov. Code 54957(b)(1))
Title: Executive Director

At 1:31 p.m. the JPA Board and General Counsel went into Closed Session.

At 2:02 p.m. all members returned to the dais.

General Counsel Ochoa provided the report out stating that Board had directed the Chair to appoint, with the unanimous consent of the Board, an Ad Hoc Committee for the evaluation, retention, and potential recruitment of the Executive Director position consisting of Chair Jones, Vice Chair DeHoff, and Directors Worden, Kendrick, Robak, and Purvis.

18. **ADJOURNMENT**

There being no further business, Chair Jones declared the meeting adjourned at 2:04 p.m.

Monthly Expense Report

MetroJPA

Invoices for November 2025 paid in December 2025

Prepared by

Treasurer@metrojpa.org

Prepared on

December 10, 2025

Expenses by Vendor Summary
MetroJPA
December 10, 2025

Vendor	Total
Dexter Wilson Engineering	12,010.00
Ditas Yamane	389.20
Donald Dwight Worden	175.00
Gary Kendrick	525.00
Jerrold L. Jones	1,495.20
Jessica Heredia	194.60
Joel Anderson	201.60
Jose Preciado	700.00
Kelly Purvis	543.20
Keze Group LLC	16,110.00
Mark Robak	756.00
Mitchell D McKay	350.00
Peter De Hoff	919.80
Snell and Wilmer Law	15,156.43
Credit Card Expenses	596.65
TOTAL	**$50,122.68**

Accrual Basis Thursday, December 11, 2025 01:44 AM GMTZ

Metro Wastewater Joint Powers Authority
Treasurer's Report
ending December 31, 2025

****UNAUDITED****

Metro Wastewater JPA
Treasurer's Report
ending December 31, 2025
Unaudited

Beginning Cash Balance at July 1, 2025	$	789,358
Operating Results		
Membership Dues & Interest Income		813,910
Expenses		(328,114)
Change in Net Position		485,796
Net change in Receivables & Payables		8,073
Cash provided by Operations		493,869
Ending Cash Balance at December 31, 2025	$	1,283,227
Funds with LAIF including Interest	$	1,236,405
Funds in Checking and Savings Accounts		*46,822*
Ending Cash Balance	$	1,283,227

Metro Wastewater JPA
Statement of Net Position
As of July 1, 2025 and December 31, 2025
Unaudited

	July 1, 2025	December 31, 2025	$ Change
ASSETS			
Checking/Savings	$ 789,358	$ 1,283,227	$ 493,869
Accounts Receivable	7,119	6,306	(813)
Total Assets	**$ 796,477**	**$ 1,289,533**	**$ 493,056**
LIABILITIES			
Accounts Payable	$ 56,320	$ 63,580	$ 7,260
Unearned Membership Billings	-	-	-
Total Liabilities	$ 56,320	$ 63,580	$ 7,260
NET POSITION			
Net Position at Beginning of Period	$ 247,595	$ 740,157	$ 492,562
Change in Net Position	492,562	485,796	(6,766)
Net Position at End of Period	$ 740,157	$ 1,225,953	$ 485,796
TOTAL LIABILITIES & NET POSITION	**$ 796,477**	**$ 1,289,533**	**$ 493,056**

		-
Net Position at 12/31/2025	*$*	*1,225,953*
FY '26 Operating Reserve (4 months)		*278,171*
Over (under) required reserve	*$*	*947,782*
FY '26 Board Contingency Reserve (3 months)		*208,628*
	$	*1,156,410*
Assets	$	1,289,533
Liabilities/Equity	$	1,289,533
Difference	*$*	-
Total Reserves	$	486,799

Metro Wastewater JPA
Statement of Operations
Budget vs. Actual
ending December 31, 2025
Unaudited

	Actual	Adjusted Budget	Over (Under) Budget		Annual Budget
Income				Month	6
Membership Dues	$ 790,857	790,855	$ 2		$ 790,855
City of San Diego	12,567	13,500	(933)		$ 27,000
Interest Income	10,485	8,329	2,157		16,657
Total Income	$ 813,910	$ 812,684	$ 1,226		$ 834,512
Expense					
Administrative Assistant-LP	$ 17,611	24,600	$ (6,989)		$ 49,200
Bank Charges	138	100	38		200
Contingency	-	-	-		
Dues & Subscriptions	-	-	-		-
Financial Services		-			
Audit Fees	6,405	11,815	(5,410)		23,630
Financial Consulting Support (Auditor)	-	-	-		
Financial - The Keze Group	98,019	84,000	14,019		168,000
Treasurer - CPA	35,218	25,000	10,218		50,000
JPA/TAC meeting expenses	2,014	3,300	(1,286)		6,600
Miscellaneous	-	954	(954)		250
Per Diem - Board	20,608	27,800	(7,192)		55,600
Printing, Postage, Supplies	95	400	(305)		800
Professional Services		-			
Engineering - Dexter Wilson	68,040	100,000	(31,960)		200,000
Engineering - NV5	-	-	-		-
Legal - (Pure Water/2nd ARA)	48,273	75,000	(26,728)		150,000
Legal - (General)	27,373	30,000	(2,627)		60,000
Legal - (SD Spill 2020 & 2023)	-	15,000	(15,000)		30,000
Paul Redvers Brown, Inc.	-	-	-		-
Strategic Planning	-	7,750	(7,750)		-
Consensus Support	-	13,975			12,450
IT & Communications	-	10,000	(10,000)		20,000
Telephone, Software & Internet	538	2,000	(1,462)		4,000
Website Architecture Update	-	-	-		-
Website Maintenance & Hosting	3,782	1,891	1,891		3,782
Total Expense	$ 328,114	$ 433,585	$ (91,497)		$ 834,512
Net Income (Loss)	$ 485,796	$ 379,098	$ 92,723		$ -

Metro Wastewater JPA
Statement of Cash Flows

ending December 31, 2025
Unaudited

CASH FLOWS FROM OPERATING ACTIVITIES		
Cash Receipts from Member Agencies	$	804,238
Cash Paid to Vendors and Suppliers		(320,854)
Net Cash Provided by Operating Activities		483,384
CASH FLOWS FROM INVESTING ACTIVITIES		
Interest Earnings		10,485
Net Cash Provided by Investing Activities		10,485
NET CHANGE IN CASH AND CASH EQUIVALENTS		493,869
Cash and Cash Equivalents - Beginning of Period		789,358
CASH AND CASH EQUIVALENTS - END OF PERIOD	$	1,283,227
RECONCILIATION OF OPERATING LOSS TO NET CASH FLOWS USED BY OPERATING ACTIVITIES		
Operating Income	$	485,796
Change in Net Position		
Adjustments to Reconcile Operating Income to		
Decrease in Accounts Receivable		813
Increase in Accounts Payable		7,260
Interest Earnings		(10,485)
Total Adjustments		(2,412)
Net Cash Provided by Operating Activities	$	483,384

ACH Payments

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

Date: **02/05/2026**

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. Seventeen 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. Treasury staff is in the process of collecting ACH Direct Deposit Forms from Board Members and Vendors. To date three Directors have provided the required paperwork.

ACH Trial Log

		Payment For August		Payment For September		Payment For October		Payment For November		Payment For December	
Participant	**Date Enrolled**	**ACH Sent**	**ACH Received**	**ACH Sent**	**ACH Received**	**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	12/10/2025	12/11/2025	1/9/2025	1/13/2025
Rod Greek CPA	9/15/2025	9/16/2025	9/17/2025							1/9/2025	1/13/2025
Peter DeHoff	9/16/2025	9/16/2025	9/17/2025	10/13/2025	10/14/2025	11/12/2025	11/13/2025	12/10/2025	12/11/2025	1/9/2025	1/13/2025
Mark Robak	9/13/2025	9/16/2025	9/17/2025	10/13/2025	10/14/2025	11/12/2025	11/13/2025	12/10/2025	12/11/2025	1/9/2025	1/13/2025

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 **W**astewater **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**

P. O. Box 1072, National City, CA 91950 619-548.2934

www.metrojpa.org

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 5th day of February, 2026, 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 lmperial 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"
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

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Metro Wastewater JPA Engineering Staff Support
Reimbursal Agreement for Wilson Engineering

Month	Metro Billable Hours					
	1. FAB	2. SARA	3. I&I Study	4. Phase 2	5. Spills	Total
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

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 P.O. Box 1072 National City, CA 91951 **Attn:** Metro TAC Chair	Dexter Wilson Engineering 2234 Faraday Ave. Carlsbad, CA 92008 **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 2— Estimated 5 hours per month.
Task 3 — Estimated 10 hours per month.
Task 4 — Estimated 5 hours per month.
Task 5 — Estimated 5 hours per month.
Task 6 — Estimated 10 hours total.
Task 7 — 50 hours total.
Task 8 — 50 hours total.
Task 9 —50 hours total.

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 NAME: Erica Wilson
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	NAIC #
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	X COMMERCIAL GENERAL LIABILITY							
	CLAIMS-MADE / X OCCUR	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
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY / X PRO-JECT / LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:						Deductible	$ 0
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO			72SBWBF0794	4/4/2022	4/4/2023	BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
	X No Co Owned Autos							$
A	X UMBRELLA LIAB / X OCCUR			72SBWBF0794	4/4/2022	4/4/2023	EACH OCCURRENCE	$ 5,000,000
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$ 5,000,000
	DED / X RETENTION $ 10,000							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N	N / A	X	72WEGAS1AA1	4/4/2022	4/4/2023	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						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

Metro Wastewater JPA
276 Fourth Avenue
Chula Vista, CA 91910

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Cole Hoell

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The ACORD name and logo are registered marks of ACORD

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.

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.

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

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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

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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

DocuSigned by:

By: _____ Date: May 16, 2023
EA3367DA2B0F471...
Chairperson

APPROVED AS TO FORM:

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

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DEXTER WILSON ENGINEERING, INC.

By: DocuSigned by: Dexter Wilson 4F7EBBB1ED47427... Date: May 22, 2023

Dexter Wilson

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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.

2234 FARADAY AVENUE • CARLSBAD, CA 92008 • (760) 438-4422 • FAX (760) 438-0173

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Dexter Wilson Engineering, Inc.

Dexter S. Wilson, P.E.

DSW:ck

Attachment(s)

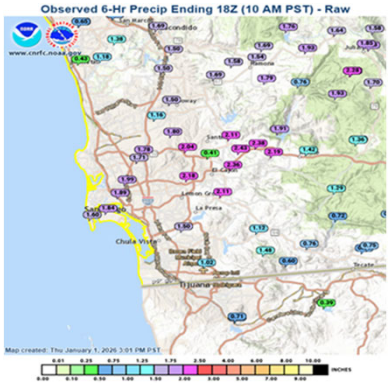
January 1, 2026 Rain Event

Metro System Impacts
Doug Campbell

February 2026

1

January 1, 2026 Rain Event



San Diego County starts 2026 with historic rainfall

More than two inches of rain fell at San Diego's airport between midnight and early Thursday afternoon, which surpassed average rainfall totals for the entire month of January at just under two inches, according to NBC 7 Meteorologist Greg Bledsoe.

"It'll finish as one of the top 15 rainiest days ever in the history of San Diego, dating all the way back to the 1930s," Bledsoe said.

SAN DIEGO COUNTY, Calif. — Multiple cities across San Diego County broke daily precipitation records to start the year, marking the wettest New Year's Day in recorded history. Between one and three inches of rain came down through most of the county with a handful of outliers. Palomar Mountain was one of those outliers, with a fresh 5.27" recorded between New Year's Eve and New Year's Day combined.

- 6 hour rain totals exceed 2" in central and eastern San Diego
- Not well forecasted
- Extensive flooding

2

2

Storm Preparation

- Pre-Storm Status:
  - PS 1 – all six pumps available
  - PS2 – 7 of 8 pumps available
- Storm Preparation Meetings:
  - Citywide, led by Stormwater
  - PUD Peak Flow Management
- Metro Pump Stations and Power Plants staffed throughout storm
- Maintenance staff on Standby
- 30 minute SSO response capability 24/7

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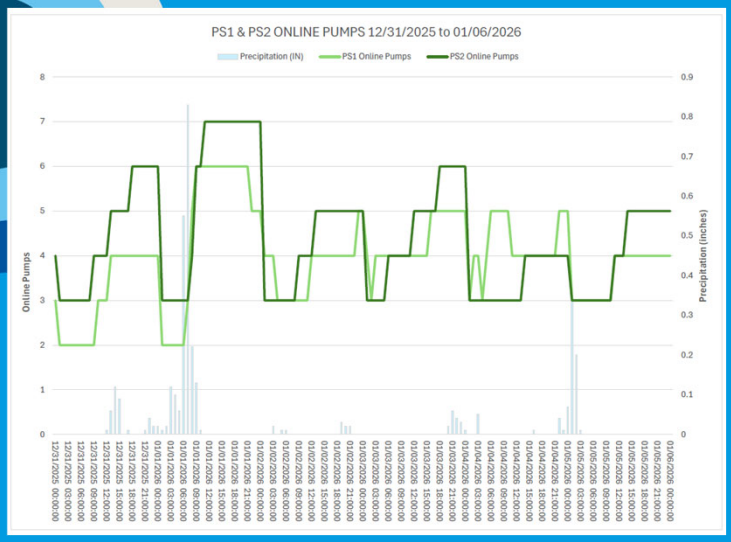
Metro Pump Stations

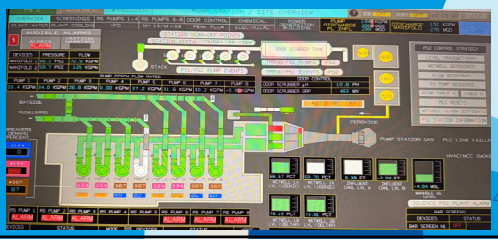


Pump Station 1 (6 pumps, design capacity 155 MGD)

- 6 pumps available; Max Pumps online: 6
- Manhole 13 peaked @ -2.74' MSL (spill point is +4.24' MSL)
- Maximum Flow = 130 MGD

Pump Station 2 (8 pumps, design capacity 432 MGD)

- 7 pumps available; Max Pumps online: 7
- Manhole 36 peaked @ -3.6' MSL (spill point is +4.7' MSL)
- Maximum Flow = 298 MGD (measured at PS2 discharge forcemains)



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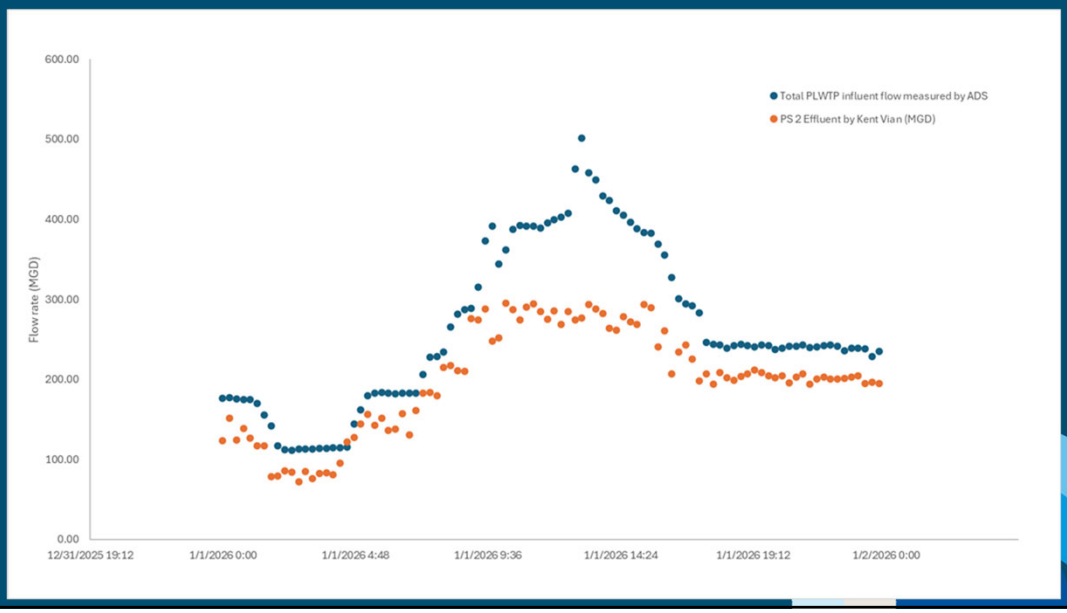
PS2 Observed Flows



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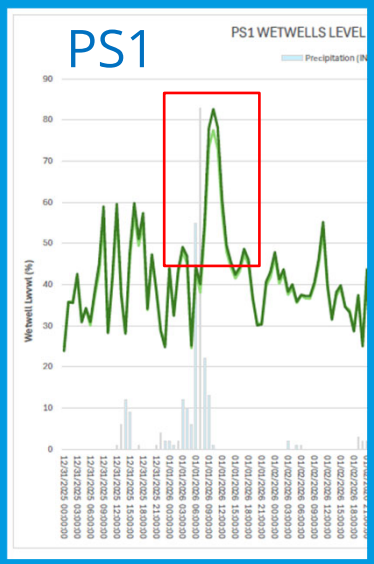
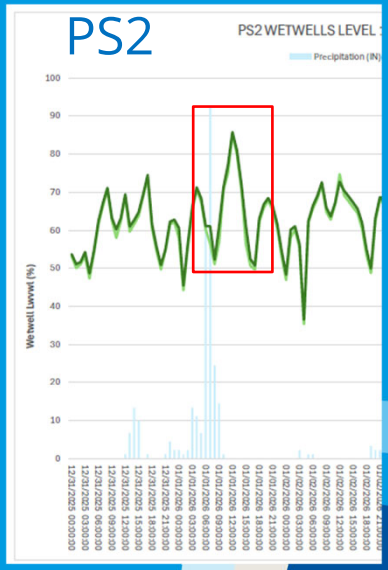
Wet Well Levels





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Peak Flow Management

- Peak flow management was requested by WWC at 9:25 am and was terminated at 4:35 pm
- NCWRP was flow limited going into this event because of a lack of screening capacity
- NCWRP increased influent flow from 9MGD to 17 MGD
- SBWRP increased influent flow 3.5 MGD to 10 MGD

7

7

Peak Flow Management

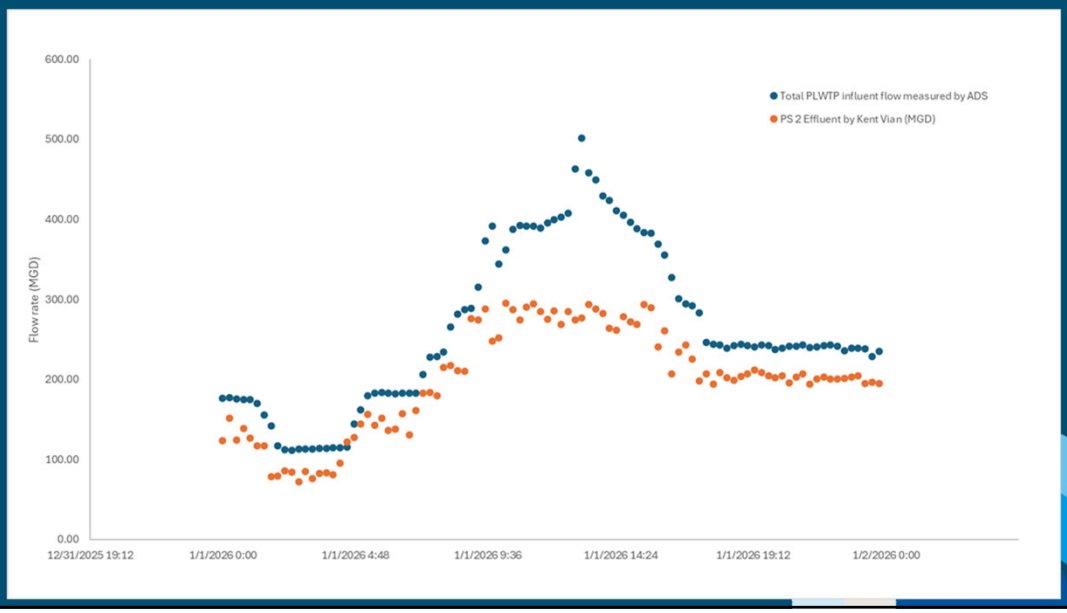
- System-wide I&I study important!
- Request: contacts / committee to explore metro-wide peak flow management
- Pre-storm coordination meetings

San Diego Regional Wastewater Treatment System

8

8

PS2 Observed Flows



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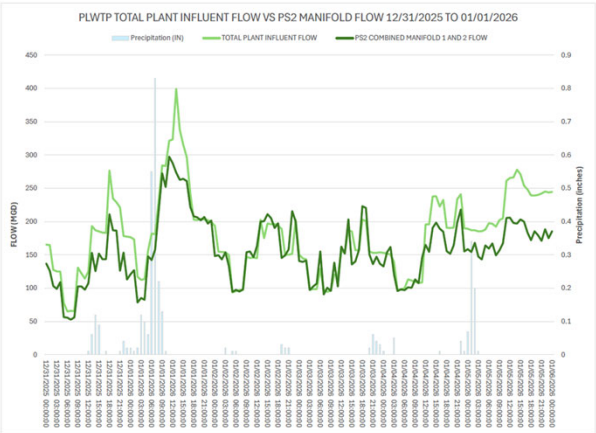
PLWTP Release



- Overflow of treated effluent occurred from the South Effluent Outfall Channel (SEOC)
- At approximately 1254, influent flow rapidly increased to approximately 400 MGD
- Operations staff observed the effluent channel level rising and responded by opening the North Effluent Overflow Channel and placing the fourth effluent throttling valve on the SEOC into service
- Treated effluent overflow into storm drain – 113,125 gallons
- On-site assessment by environmental consultant on Jan 2, no evidence of impact to environment
- Reported to RWQCB
- Corrective Actions

10

11

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Participating Agency Peak flows summary for Jan 1,2026

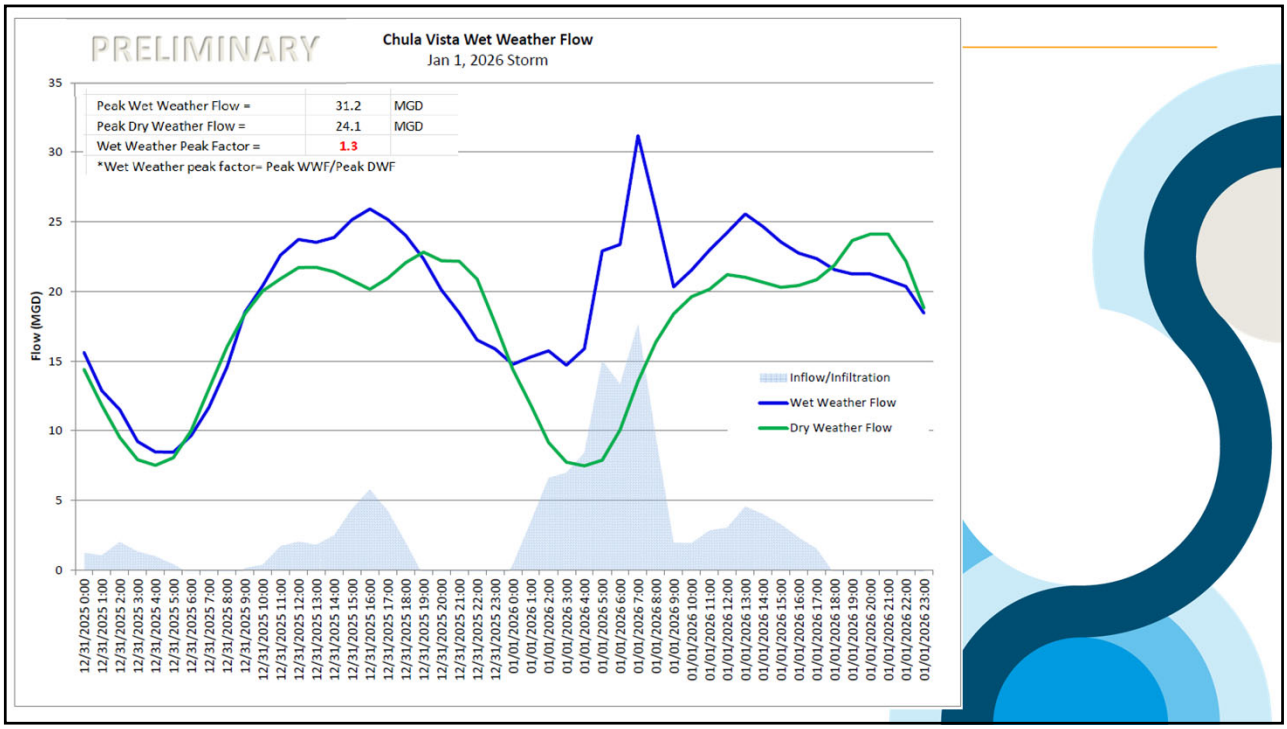
Agencies	Peak Wet Weather Flow (Jan 01, 2026) MGD	Peak Dry Weather Flow MGD	Wet Weather Peaking Factor (Peak Wet/Peak Dry)	Comments
Chula Vista	31.2	24.1	1.3	
Coronado	4.4	2.8	1.6	
East Otay Mesa	0.55	0.36	1.5	
El Cajon	25.1	9.0	2.8	
Imperial Beach	3.2	3.2	1.0	
La Mesa	20.1	4.4	4.6	
Lakeside/Alpine	7.8	5.0	1.6	
Lemon Grove	6.6	2.0	3.2	
National City	10.7	5.0	2.2	
Padre Dam	12.9	4.3	3.0	PD1B went out after 12PM on Jan1, Used EC2B-EC1B for substitution during this time
Poway	5.4	3.0	1.8	
Del Mar				Flow is sent to San Elijo during the storm.
Otay Water District				No data is available.
Spring Valley	18.7	5.4	3.5	
Wintergardens	1.9	0.8	2.4	

PRELIMINARY

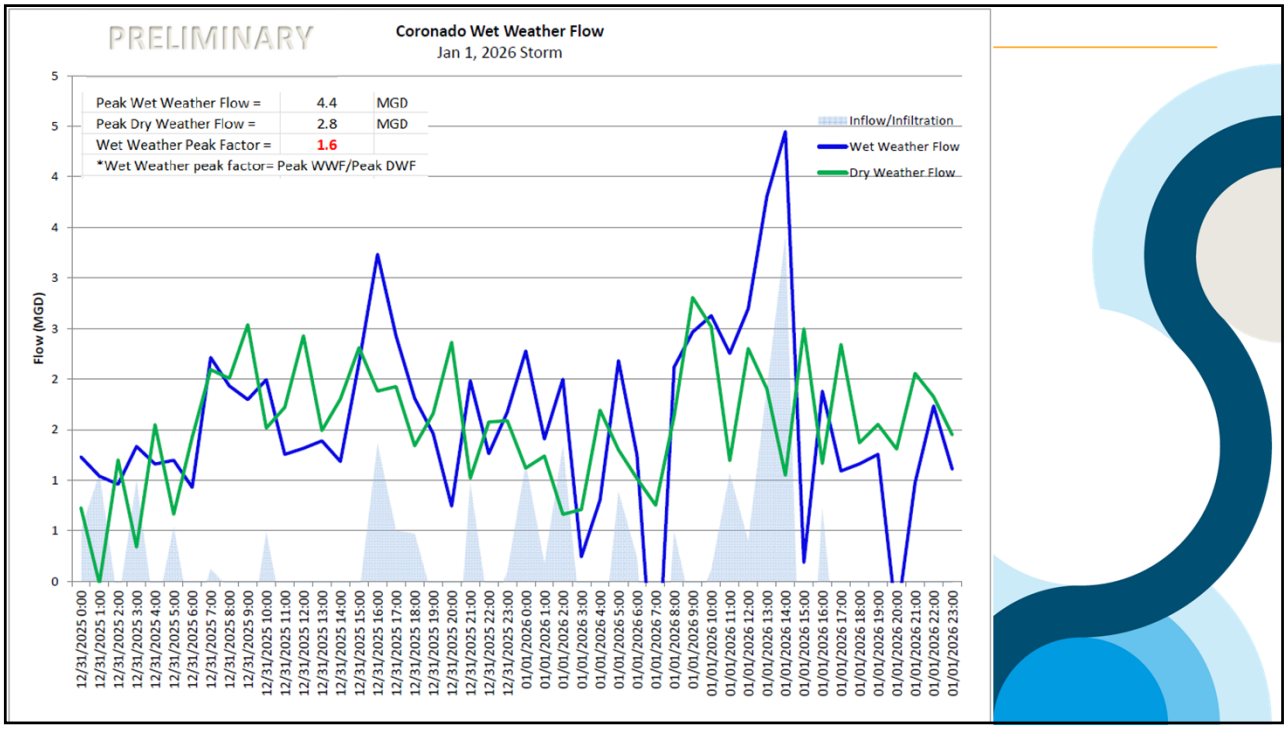
Metro System Flows

12

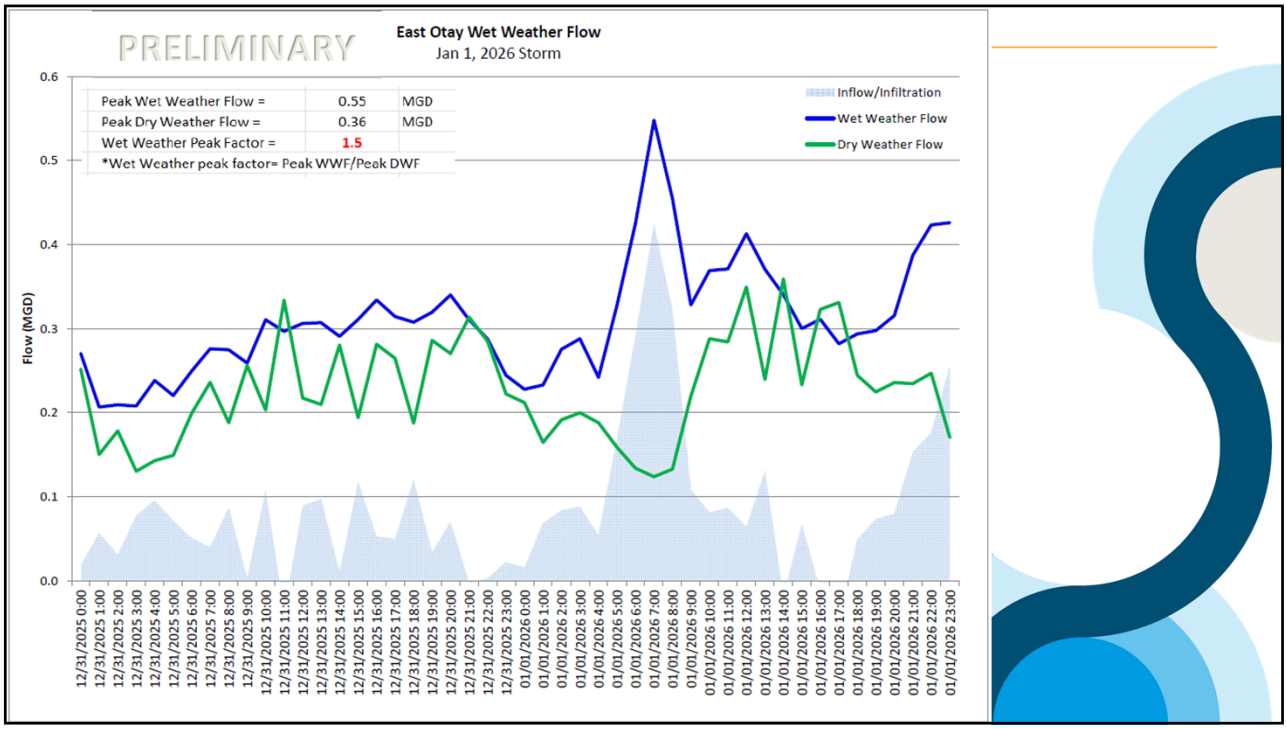
12


PRELIMINARY
Chula Vista Wet Weather Flow
Jan 1, 2026 Storm
Peak Wet Weather Flow = 31.2 MGD
Peak Dry Weather Flow = 24.1 MGD
Wet Weather Peak Factor = 1.3
*Wet Weather peak factor= Peak WWF/Peak DWF
Flow (MGD)
Inflow/Infiltration
Wet Weather Flow
Dry Weather Flow

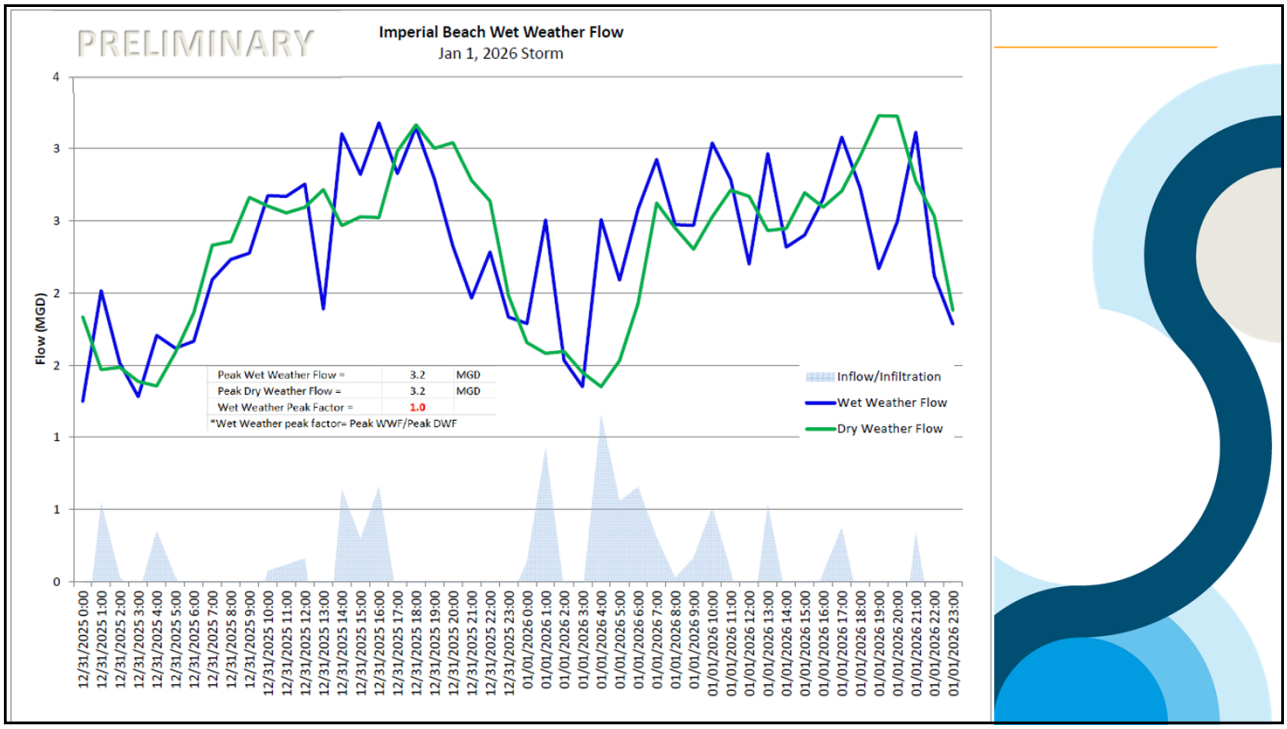
13


PRELIMINARY
Coronado Wet Weather Flow
Jan 1, 2026 Storm
Peak Wet Weather Flow = 4.4 MGD
Peak Dry Weather Flow = 2.8 MGD
Wet Weather Peak Factor = 1.6
*Wet Weather peak factor= Peak WWF/Peak DWF
Flow (MGD)
Inflow/Infiltration
Wet Weather Flow
Dry Weather Flow

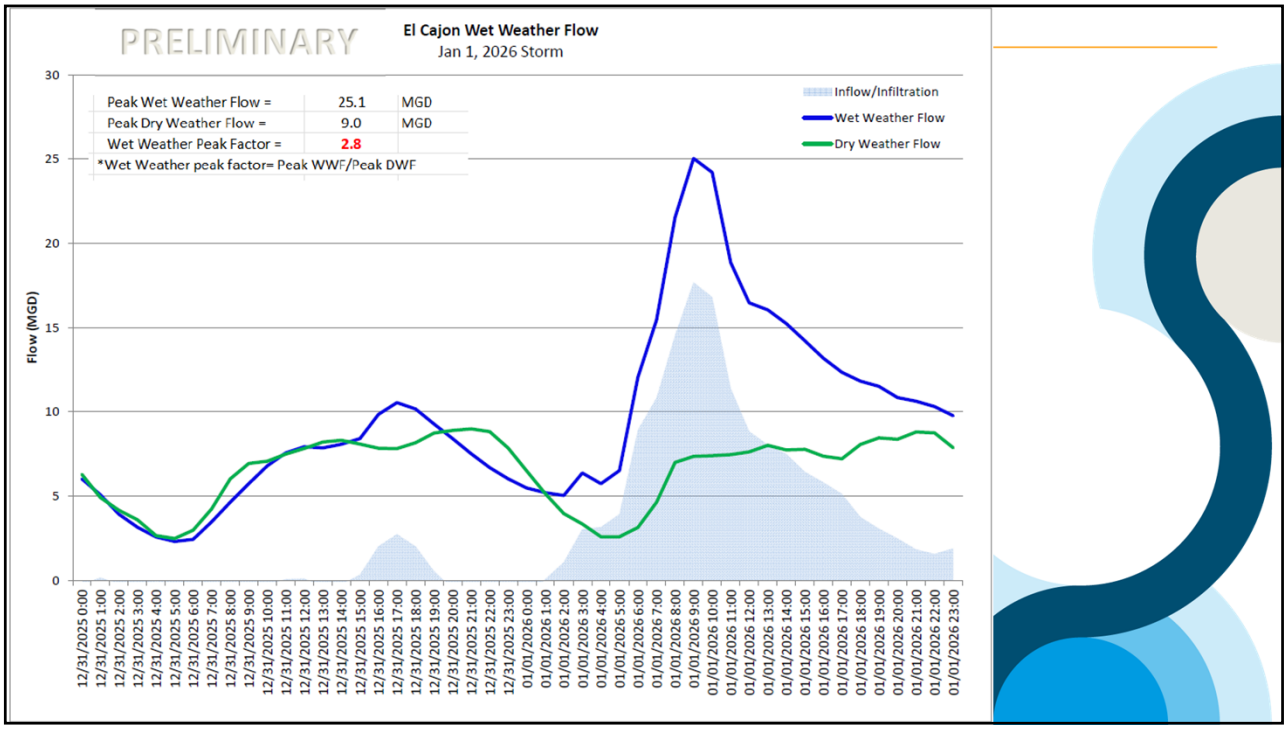
14


PRELIMINARY
East Otay Wet Weather Flow
Jan 1, 2026 Storm
Peak Wet Weather Flow = 0.55 MGD
Peak Dry Weather Flow = 0.36 MGD
Wet Weather Peak Factor = 1.5
*Wet Weather peak factor= Peak WWF/Peak DWF
Inflow/Infiltration
Wet Weather Flow
Dry Weather Flow
Flow (MGD)
0.6
0.5
0.4
0.3
0.2
0.1
0.0

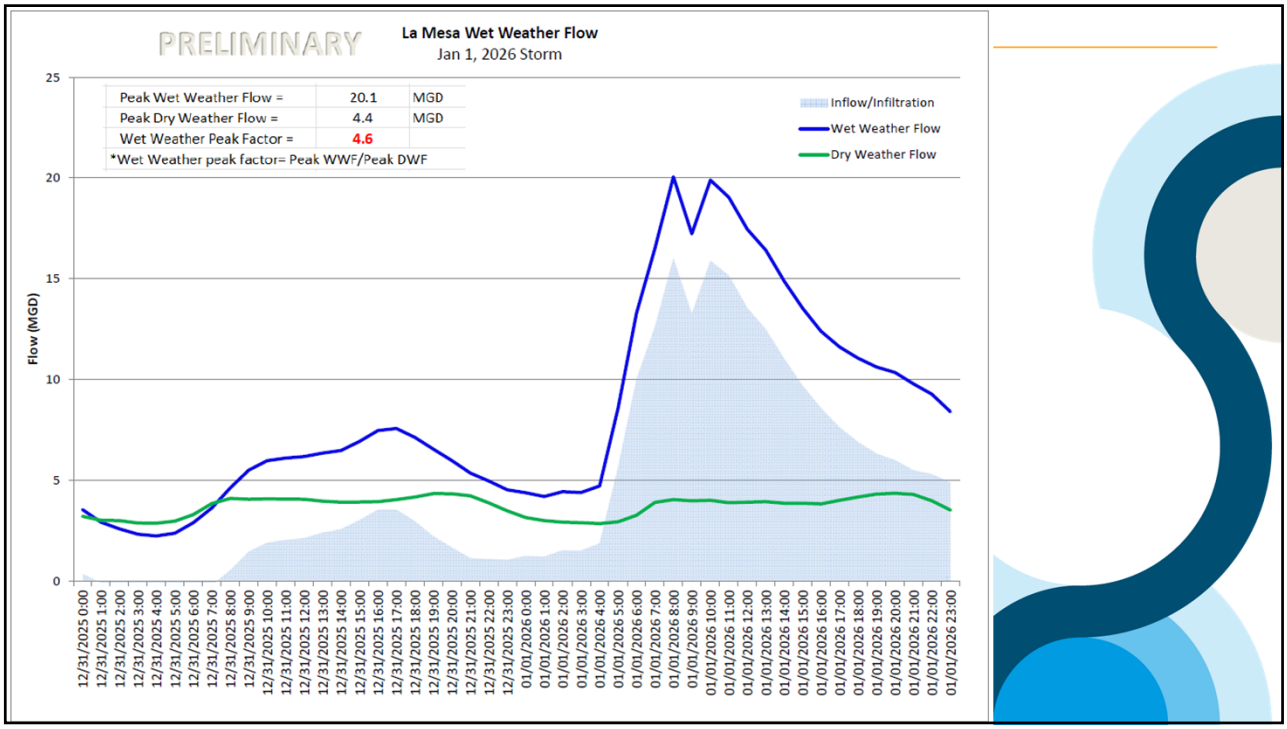
15


PRELIMINARY
Imperial Beach Wet Weather Flow
Jan 1, 2026 Storm
Peak Wet Weather Flow = 3.2 MGD
Peak Dry Weather Flow = 3.2 MGD
Wet Weather Peak Factor = 1.0
*Wet Weather peak factor= Peak WWF/Peak DWF
Inflow/Infiltration
Wet Weather Flow
Dry Weather Flow
Flow (MGD)
4
3
3
2
2
1
1
0

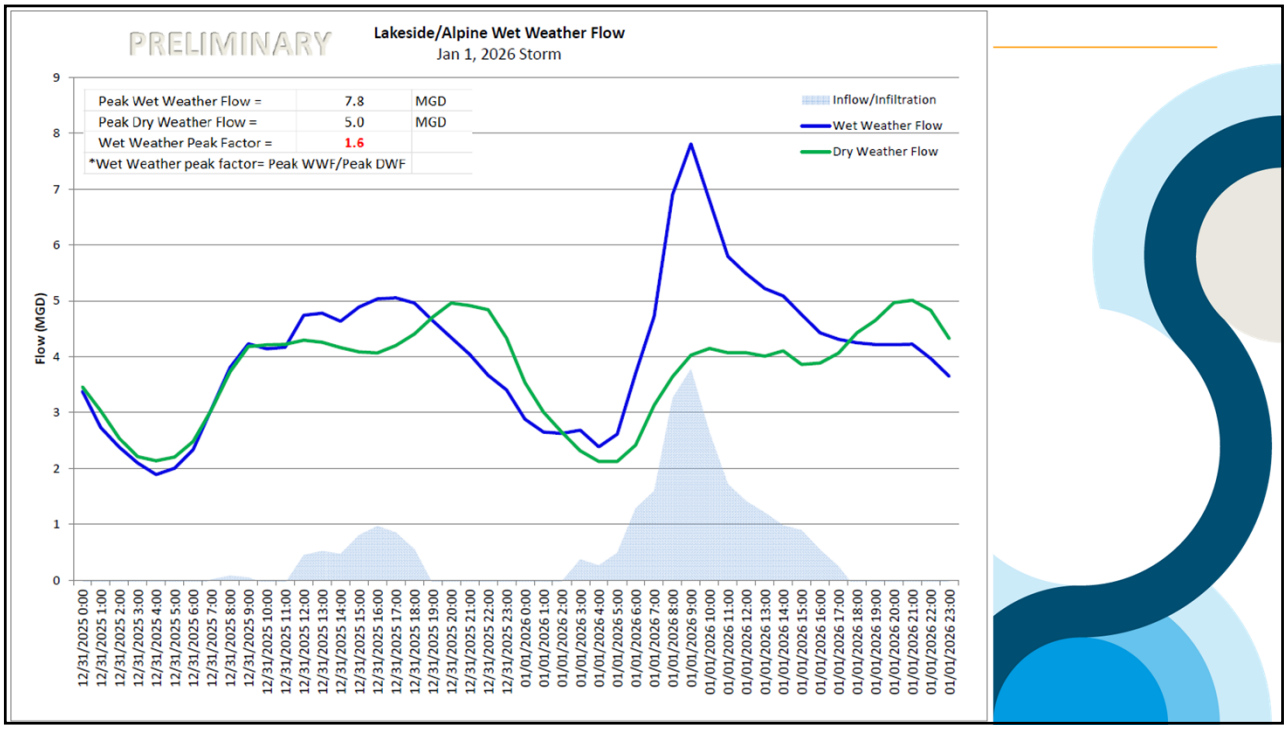
16


PRELIMINARY
El Cajon Wet Weather Flow
Jan 1, 2026 Storm
Peak Wet Weather Flow = 25.1 MGD
Peak Dry Weather Flow = 9.0 MGD
Wet Weather Peak Factor = 2.8
*Wet Weather peak factor= Peak WWF/Peak DWF
Inflow/Infiltration
Wet Weather Flow
Dry Weather Flow
Flow (MGD)
0
5
10
15
20
25
30
12/31/2025 0:00
01/01/2026 23:00

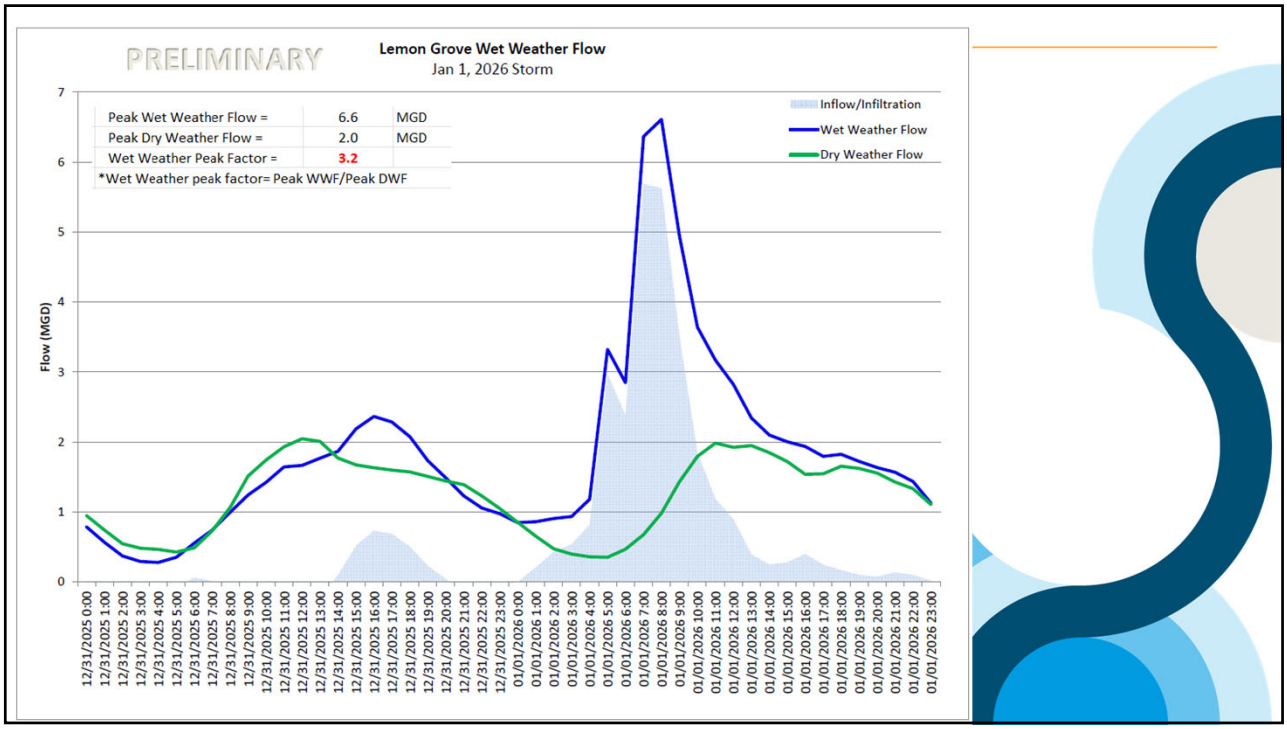
17


PRELIMINARY
La Mesa Wet Weather Flow
Jan 1, 2026 Storm
Peak Wet Weather Flow = 20.1 MGD
Peak Dry Weather Flow = 4.4 MGD
Wet Weather Peak Factor = 4.6
*Wet Weather peak factor= Peak WWF/Peak DWF
Inflow/Infiltration
Wet Weather Flow
Dry Weather Flow
Flow (MGD)
0
5
10
15
20
25
12/31/2025 0:00
01/01/2026 23:00

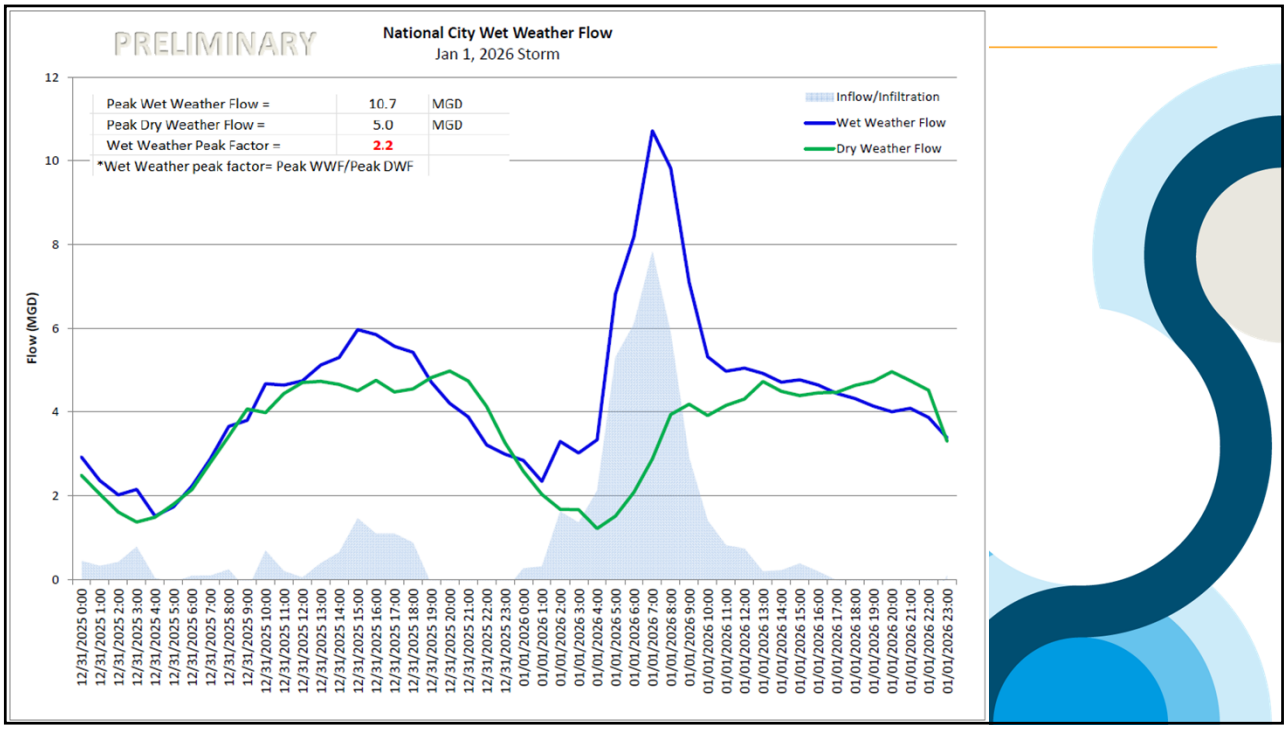
18


PRELIMINARY
Lakeside/Alpine Wet Weather Flow
Jan 1, 2026 Storm
Peak Wet Weather Flow = 7.8 MGD
Peak Dry Weather Flow = 5.0 MGD
Wet Weather Peak Factor = 1.6
*Wet Weather peak factor= Peak WWF/Peak DWF
Inflow/Infiltration
Wet Weather Flow
Dry Weather Flow
Flow (MGD)

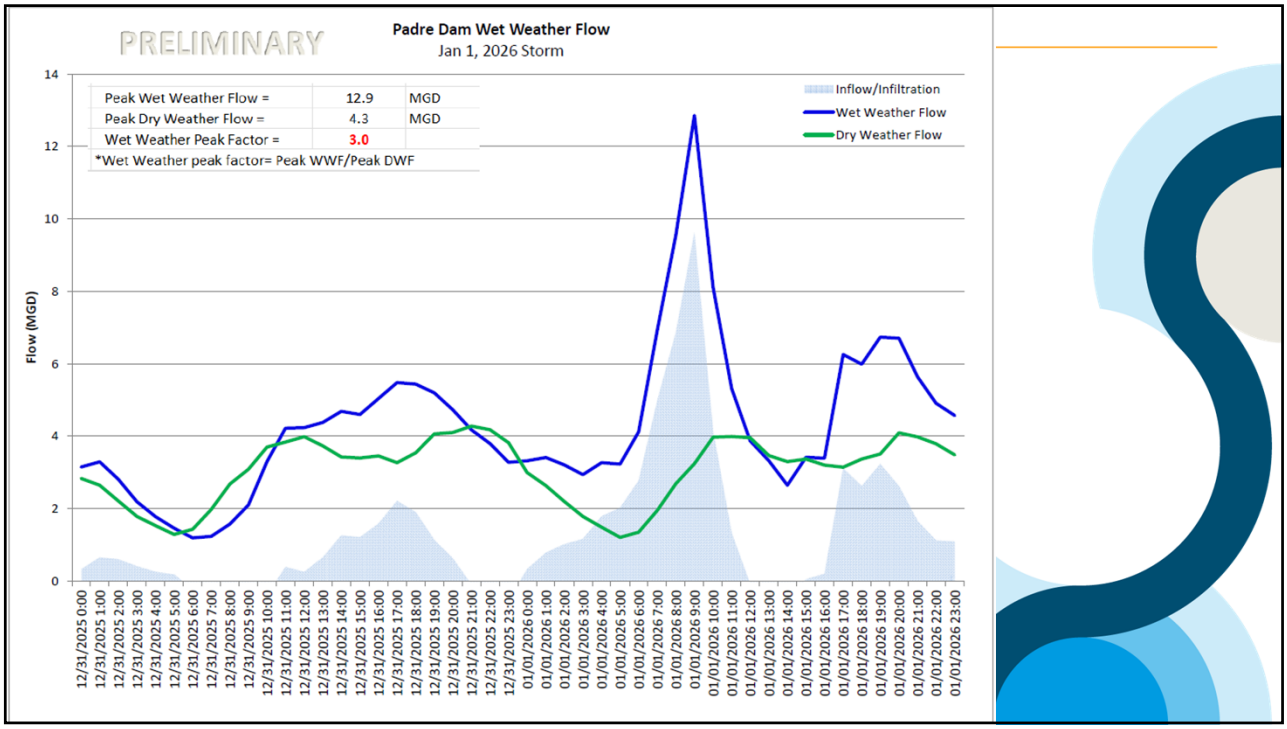
19


PRELIMINARY
Lemon Grove Wet Weather Flow
Jan 1, 2026 Storm
Peak Wet Weather Flow = 6.6 MGD
Peak Dry Weather Flow = 2.0 MGD
Wet Weather Peak Factor = 3.2
*Wet Weather peak factor= Peak WWF/Peak DWF
Inflow/Infiltration
Wet Weather Flow
Dry Weather Flow
Flow (MGD)

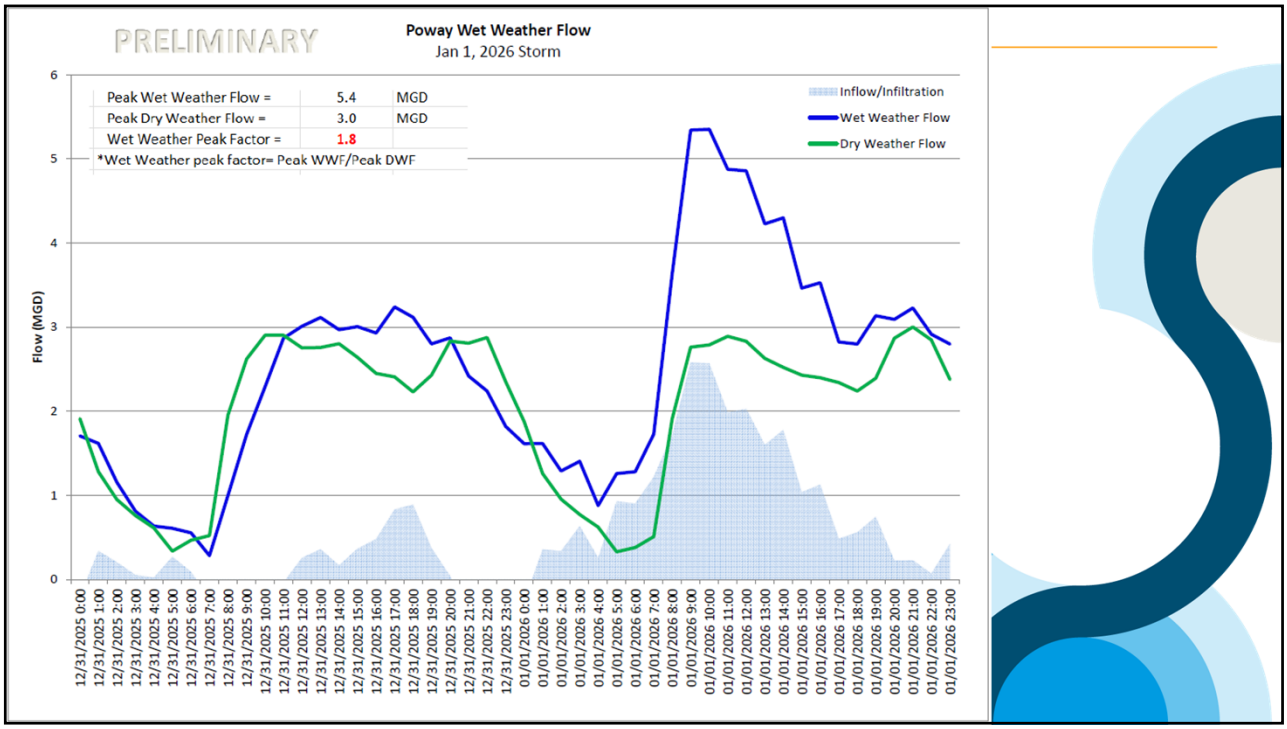
20


PRELIMINARY
National City Wet Weather Flow
Jan 1, 2026 Storm
Peak Wet Weather Flow = 10.7 MGD
Peak Dry Weather Flow = 5.0 MGD
Wet Weather Peak Factor = 2.2
*Wet Weather peak factor= Peak WWF/Peak DWF
Inflow/Infiltration
Wet Weather Flow
Dry Weather Flow
Flow (MGD)

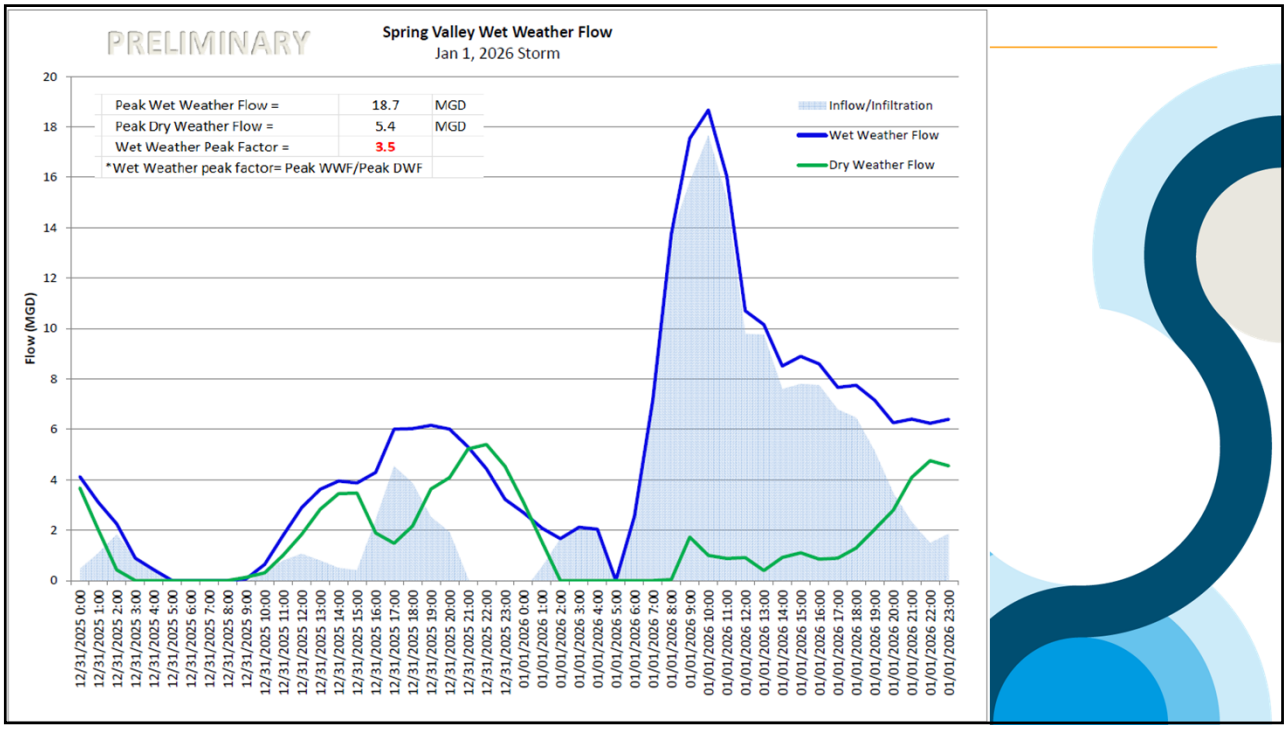
21


PRELIMINARY
Padre Dam Wet Weather Flow
Jan 1, 2026 Storm
Peak Wet Weather Flow = 12.9 MGD
Peak Dry Weather Flow = 4.3 MGD
Wet Weather Peak Factor = 3.0
*Wet Weather peak factor= Peak WWF/Peak DWF
Inflow/Infiltration
Wet Weather Flow
Dry Weather Flow
Flow (MGD)

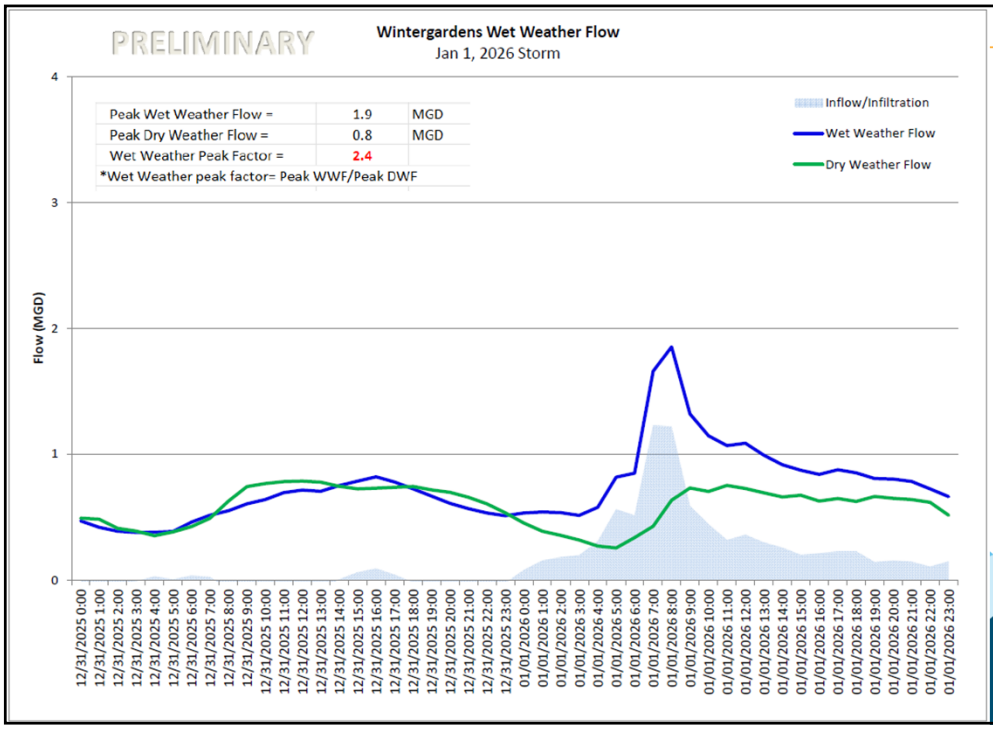
22


PRELIMINARY
Poway Wet Weather Flow
Jan 1, 2026 Storm
Peak Wet Weather Flow = 5.4 MGD
Peak Dry Weather Flow = 3.0 MGD
Wet Weather Peak Factor = 1.8
*Wet Weather peak factor= Peak WWF/Peak DWF
Inflow/Infiltration
Wet Weather Flow
Dry Weather Flow
Flow (MGD)

23


PRELIMINARY
Spring Valley Wet Weather Flow
Jan 1, 2026 Storm
Peak Wet Weather Flow = 18.7 MGD
Peak Dry Weather Flow = 5.4 MGD
Wet Weather Peak Factor = 3.5
*Wet Weather peak factor= Peak WWF/Peak DWF
Inflow/Infiltration
Wet Weather Flow
Dry Weather Flow
Flow (MGD)

24



25

East Mission Gorge Pump Station

- ECAWP Package 4 Project is replacing the existing East Mission Gorge Force Main to North Mission Valley Interceptor
- Includes above-ground bypass through Mission Trails Regional Park

- MGTS capacity 26 MGD, Storm Flows > 26 MGD use MGTS bypass pumping to prevent SSOs
- 6+2 Bypass pumps at EMGPS – capacity 20 MGD for peak storm flow 46 MGD
- Observed storm flows 47 MGD
- Bypass pumps achieved 17 MGD max capacity, suspect air entrainment
- 30 MGD to MGTS, exceeds 26 MGD limit
- No observed SSOs

26

27

SARA: FAB

February 5, 2026

Unique situation, unique system, unique framework
Based on sound engineering principles

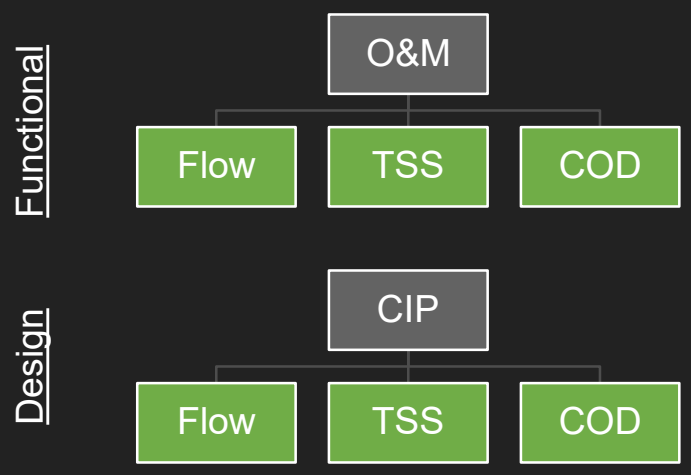
1

Project Background

2

SAN DIEGO METRO WASTEWATER BILLING SYSTEM

Current Functional-Design Allocations



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3

SAN DIEGO METRO WASTEWATER BILLING SYSTEM

Existing Framework: Metro System Wastewater

	FLOW	TSS	COD
OPERATIONS & MAINTENANCE EXPENSES			
Pump Stations & Pipelines	100%		
Treatment & Disposal			
Point Loma WWTP	35%	40%	25%
North City WRP	75%	10%	15%
South Bay WRP	75%	10%	15%
Metropolitan Biosolids Center	50%	50%	
Cogeneration Facilities & Gas Utilization Facility	60%	40%	
QC: Marine Biology & Ocean Operations	30%	40%	30%
QC: Wastewater Chemistry Services	30%	40%	30%
All Other Engineering, QC, Support, and Compliance	46%	29%	25%
CAPITAL IMPROVEMENT PROJECTS			
Fixed Allocation of CIP	56%	22%	22%

Represented an equitable allocation of costs for the conditions at the time.

4

4

SAN DIEGO METRO WASTEWATER BILLING SYSTEM

Why Make Changes?

Update Allocation Basis:

1. Current allocations developed in 1998
2. Updated with Pure Water elements in 2019, implemented in 2023
   - Melded Percentage (Exhibit G)
   - Pure Water Capital Expense Rate (Exhibit F)
   - Pure Water Revenue Sharing (Repurified Water Revenue) (Exhibit F)

Changing System Dynamics:

1. Pt. Loma: Cornerstone Treatment Facility → RSDP* & Peaking Plant
2. City and PA Advanced Water Treatment
3. Evolving Flows & Loads
4. Maintain a fair and equitable structure for current and evolving future conditions

**RSDP = Reject Stream from a Demineralization Process at Advanced Water Purification Facilities*

5

5

SAN DIEGO METRO WASTEWATER BILLING SYSTEM

How did we get here?

2018: Identified the agreement and billing system would require updating
- Included a specific need for a fixed charge and a capacity basis
- Recognized East County's future reduced flows

2021: Goals of ARA update agreed upon
- Fair to all parties
- Increase capacity-based user charge
- Etc.

2022-Present: Develop Exhibit B
- Ownership units of service for average flow, incremental peak, RSDP, COD and TSS

2022: Presentation on approach to billing framework update to MetroTAC

2023: Consensus on functional-design allocation percentages

Feb. 2024: Presented approach to allocating RSDP-related costs to MetroTAC

Apr. 2024: Presented approach to capacity allocations and fixed charges to MetroTAC

May 2024: Presented RSDP, capacity allocations and fixed charges to JPA

Apr. & May 2025: Presented overall framework and agency impacts to Metro TAC and JPA

Plus: *Additional workshops & meetings conducted to review framework details & answer questions*

6

6

SAN DIEGO METRO WASTEWATER BILLING SYSTEM

Project Approach

7

7

SAN DIEGO METRO WASTEWATER BILLING SYSTEM

Four Key Changes

Update Allocations

- Reflect evolving dynamics in the system

Incorporate Municipal RSDP Discharges

- Allow for direct allocation to RSDP for unique system impacts

Recover Costs Associated with Capacity Needs

- Account for system capacity needs distinct from daily flows

Add a Fixed Charge to Billing Framework

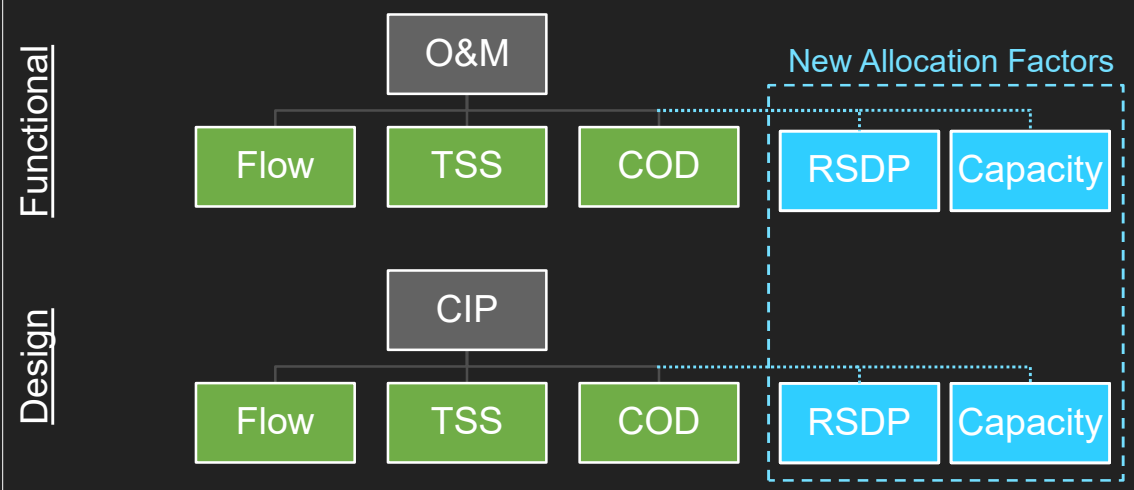
- More closely align fixed costs with fixed charges

8

8

SAN DIEGO METRO WASTEWATER BILLING SYSTEM

Functional-Design Allocations



9

9

SAN DIEGO METRO WASTEWATER BILLING SYSTEM

Functional-Design Allocations

Design Basis

1. Detailed review of physical assets
   - Allocations by plant and by function/process
   - Allocating asset value to parameters
2. Similar approach for capital projects

Functional Basis

1. Detailed review of entire O&M budget
2. Allocate direct O&M budget by plant
   - Functional allocation of assets
   - Question: "What kinds of things will change?"
3. Work with operations & engineering staff to review functional basis
   - Review and affirm allocations based on process and asset changes, and projected staffing and operating costs

10

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SAN DIEGO METRO WASTEWATER BILLING SYSTEM

Allocation Workshop

Contract Working Group gathered in person in PUD offices

- City Engineers & Operations Staff
- City Finance Staff
- PA Engineering & Financial Consultants
- City Engineering & Financial Consultants

Reviewed modeling approach & developed allocations

- Estimated relative value of each unit process for each plant
- Allocated unit processes to parameters
- **Led to consensus on all allocation factors at October 18 Metro TAC meeting**

Discussed potential for RSDP allocation basis

- Provided background for potential RSDP allocation
- Discussed findings of studies of RSDP on chemicals, aeration, retention time, etc.
- **Determined a RSDP cost recovery approach, final numbers to be determined**

Unique situation, unique system, unique framework needed
Based on sound engineering principles

11

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SAN DIEGO METRO WASTEWATER BILLING SYSTEM

Billing and Agency Impacts

12

12

SAN DIEGO METRO WASTEWATER BILLING SYSTEM

Current System, 2024 Flows & Strength

Table D O&M

DESCRIPTION	ACTUAL COSTS	ALLOCATION OF O&M COSTS												
		AVERAGE/ METERED FLOW %	AVERAGE/ METERED FLOW COSTS	INCREMENTAL PEAK FLOW %	INCREMENTAL PEAK FLOW COSTS	RSDP %	RSDP COSTS	SS %	SS COSTS	COD %	COD COSTS	PURE WATER PHASE 1 %	PURE WATER PHASE 1 COSTS	TOTAL COSTS
OPERATION AND MAINTENANCE :														
TRANSMISSION AND SYSTEM MAINTENANCE	$8,470,636	100.0%	$8,470,636	0.0%	$0	0.0%	$0	0.0%	$0	0.0%	$0	0.0%	$0	$8,470,636
PUMP STATION 2	$12,808,430	100.0%	$12,808,430	0.0%	$0	0.0%	$0	0.0%	$0	0.0%	$0	0.0%	$0	$12,808,430
NORTH CITY WRP	$18,606,273	75.0%	$13,954,705	0.0%	$0	0.0%	$0	10.0%	$1,860,627	15.0%	$2,790,941	0.0%	$0	$18,606,273
SOUTH BAY WRP	$7,309,478	75.0%	$5,482,109	0.0%	$0	0.0%	$0	10.0%	$730,948	15.0%	$1,096,422	0.0%	$0	$7,309,478
POINT LOMA	$39,597,136	35.0%	$13,858,998	0.0%	$0	0.0%	$0	40.0%	$15,838,854	25.0%	$9,899,284	0.0%	$0	$39,597,136
ENVIRONMENTAL SUPPORT	$15,539,324	30.0%	$4,661,797	0.0%	$0	0.0%	$0	40.0%	$6,215,730	30.0%	$4,661,797	0.0%	$0	$15,539,324
ENGINEERING SERVICES	$16,995,546	43.4%	$7,367,864	0.0%	$0	0.0%	$0	30.8%	$5,228,297	25.9%	$4,399,385	0.0%	$0	$16,995,546
COGENERATION + MBC	$34,310,723	0.0%	$0	0.0%	$0	0.0%	$0	50.7%	$17,388,676	49.3%	$16,922,047	0.0%	$0	$34,310,723
OPERATIONAL SUPPORT	$19,173,679	43.4%	$8,312,122	0.0%	$0	0.0%	$0	30.8%	$5,898,351	25.9%	$4,963,206	0.0%	$0	$19,173,679
BUSINESS SUPPORT ADMINISTRATION	$609,720	43.4%	$264,324	0.0%	$0	0.0%	$0	30.8%	$187,567	25.9%	$157,829	0.0%	$0	$609,720
PURE WATER O&M	$5,451,371	43.4%	$2,363,264	0.0%	$0	0.0%	$0	30.8%	$1,676,992	25.9%	$1,411,116	0.0%	$0	$5,451,371
TOTAL OPERATIONS AND MAINTENANCE	$178,872,316	43.4%	$77,544,248	0.0%	$0	0.0%	$0	30.8%	$55,026,041	25.9%	$46,302,028	0.00%	$0	$178,872,316

13

13

SAN DIEGO METRO WASTEWATER BILLING SYSTEM

Current System, 2024 Flows & Strength

Table D Capital Cost & Totals

DESCRIPTION	ACTUAL COSTS	ALLOCATION OF CAPITAL COSTS												
		AVERAGE FLOW %	AVERAGE FLOW COSTS	INCREMENTAL PEAK FLOW %	INCREMENTAL PEAK FLOW COSTS	RSDP %	RSDP COSTS	SS %	SS COSTS	COD %	COD COSTS	PURE WATER PHASE 1 %	PURE WATER PHASE 1 COSTS	TOTAL COSTS
CAPITAL IMPROVEMENT PROGRAM:														
PAY-AS-YOU-GO METRO 41509	$41,551,620	55.8%	$23,185,804	0.0%	$0	0.0%	$0	22.0%	$9,141,356	22.2%	$9,224,460	0.0%	$0	$41,551,620
DEBT SERVICE	$97,356,616	55.8%	$54,324,992	0.0%	$0	0.0%	$0	22.0%	$21,418,455	22.2%	$21,613,169	0.0%	$0	$97,356,616
TOTAL NON-PUREWATER CAPITAL IMPROVEMENT PROGRAM	$138,908,236	55.8%	$77,510,796	0.0%	$0	0.0%	$0	22.0%	$30,559,812	22.2%	$30,837,628	0.0%	$0	$138,908,236
TOTAL NON-PURE WATER O&M & CAPITAL IMPROVEMENT PROGRAM	$317,780,552	48.8%	$155,055,043	0.0%	$0	0.0%	$0	26.9%	$85,585,853	24.3%	$77,139,656	0.0%	$0	$317,780,552
PURE WATER CAPITAL RATE COST (PAY-GO)	$14,035,210	0.0%	$0	0.0%	$0	0.0%	$0	0.0%	$0	0.0%	$0	100.0%	$14,035,210	$14,035,210
TOTAL COSTS	$331,815,762	46.7%	$155,055,043	0.0%	$0	0.0%	$0	25.8%	$85,585,853	23.2%	$77,139,656	4.2%	$14,035,210	$331,815,762

14

14

SAN DIEGO METRO WASTEWATER BILLING SYSTEM

Current System, Post-2027 Flows & Strength

Table D O&M

DESCRIPTION	ACTUAL COSTS	ALLOCATION OF O&M COSTS												
		AVERAGE/ METERED FLOW %	AVERAGE/ METERED FLOW COSTS	INCREMENTAL PEAK FLOW %	INCREMENTAL PEAK FLOW COSTS	RSDP %	RSDP COSTS	SS %	SS COSTS	COD %	COD COSTS	PURE WATER PHASE 1 %	PURE WATER PHASE 1 COSTS	TOTAL COSTS
OPERATION AND MAINTENANCE :														
TRANSMISSION AND SYSTEM MAINTENANCE	$8,470,636	100.0%	$8,470,636	0.0%	$0	0.0%	$0	0.0%	$0	0.0%	$0	0.0%	$0	$8,470,636
PUMP STATION 2	$12,808,430	100.0%	$12,808,430	0.0%	$0	0.0%	$0	0.0%	$0	0.0%	$0	0.0%	$0	$12,808,430
NORTH CITY WRP	$18,606,273	75.0%	$13,954,705	0.0%	$0	0.0%	$0	10.0%	$1,860,627	15.0%	$2,790,941	0.0%	$0	$18,606,273
SOUTH BAY WRP	$7,309,478	75.0%	$5,482,109	0.0%	$0	0.0%	$0	10.0%	$730,948	15.0%	$1,096,422	0.0%	$0	$7,309,478
POINT LOMA	$39,597,136	35.0%	$13,858,998	0.0%	$0	0.0%	$0	40.0%	$15,838,854	25.0%	$9,899,284	0.0%	$0	$39,597,136
ENVIRONMENTAL SUPPORT	$15,539,324	30.0%	$4,661,797	0.0%	$0	0.0%	$0	40.0%	$6,215,730	30.0%	$4,661,797	0.0%	$0	$15,539,324
ENGINEERING SERVICES	$16,995,546	43.4%	$7,367,864	0.0%	$0	0.0%	$0	30.8%	$5,228,297	25.9%	$4,399,385	0.0%	$0	$16,995,546
COGENERATION + MBC	$34,310,723	0.0%	$0	0.0%	$0	0.0%	$0	50.7%	$17,388,676	49.3%	$16,922,047	0.0%	$0	$34,310,723
OPERATIONAL SUPPORT	$19,173,679	43.4%	$8,312,122	0.0%	$0	0.0%	$0	30.8%	$5,898,351	25.9%	$4,963,206	0.0%	$0	$19,173,679
BUSINESS SUPPORT ADMINISTRATION	$609,720	43.4%	$264,324	0.0%	$0	0.0%	$0	30.8%	$187,567	25.9%	$157,829	0.0%	$0	$609,720
PURE WATER O&M	$5,451,371	43.4%	$2,363,264	0.0%	$0	0.0%	$0	30.8%	$1,676,992	25.9%	$1,411,116	0.0%	$0	$5,451,371
TOTAL OPERATIONS AND MAINTENANCE	$178,872,316	43.4%	$77,544,248	0.0%	$0	0.0%	$0	30.8%	$55,026,041	25.9%	$46,302,028	0.00%	$0	$178,872,316

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SAN DIEGO METRO WASTEWATER BILLING SYSTEM

Current System, Post-2027 Flows & Strength

Table D Capital Cost & Totals

DESCRIPTION	ACTUAL COSTS	ALLOCATION OF CAPITAL COSTS												
		AVERAGE FLOW %	AVERAGE FLOW COSTS	INCREMENTAL PEAK FLOW %	INCREMENTAL PEAK FLOW COSTS	RSDP %	RSDP COSTS	SS %	SS COSTS	COD %	COD COSTS	PURE WATER PHASE 1 %	PURE WATER PHASE 1 COSTS	TOTAL COSTS
CAPITAL IMPROVEMENT PROGRAM:														
PAY-AS-YOU-GO METRO 41509	$41,551,620	55.8%	$23,185,804	0.0%	$0	0.0%	$0	22.0%	$9,141,356	22.2%	$9,224,460	0.0%	$0	$41,551,620
DEBT SERVICE	$97,356,616	55.8%	$54,324,992	0.0%	$0	0.0%	$0	22.0%	$21,418,455	22.2%	$21,613,169	0.0%	$0	$97,356,616
TOTAL NON-PUREWATER CAPITAL IMPROVEMENT PROGRAM	$138,908,236	55.8%	$77,510,796	0.0%	$0	0.0%	$0	22.0%	$30,559,812	22.2%	$30,837,628	0.0%	$0	$138,908,236
TOTAL NON-PURE WATER O&M & CAPITAL IMPROVEMENT PROGRAM	$317,780,552	48.8%	$155,055,043	0.0%	$0	0.0%	$0	26.9%	$85,585,853	24.3%	$77,139,656	0.0%	$0	$317,780,552
PURE WATER CAPITAL RATE COST (PAY-GO)	$14,035,210	0.0%	$0	0.0%	$0	0.0%	$0	0.0%	$0	0.0%	$0	100.0%	$14,035,210	$14,035,210
TOTAL COSTS	$331,815,762	46.7%	$155,055,043	0.0%	$0	0.0%	$0	25.8%	$85,585,853	23.2%	$77,139,656	4.2%	$14,035,210	$331,815,762

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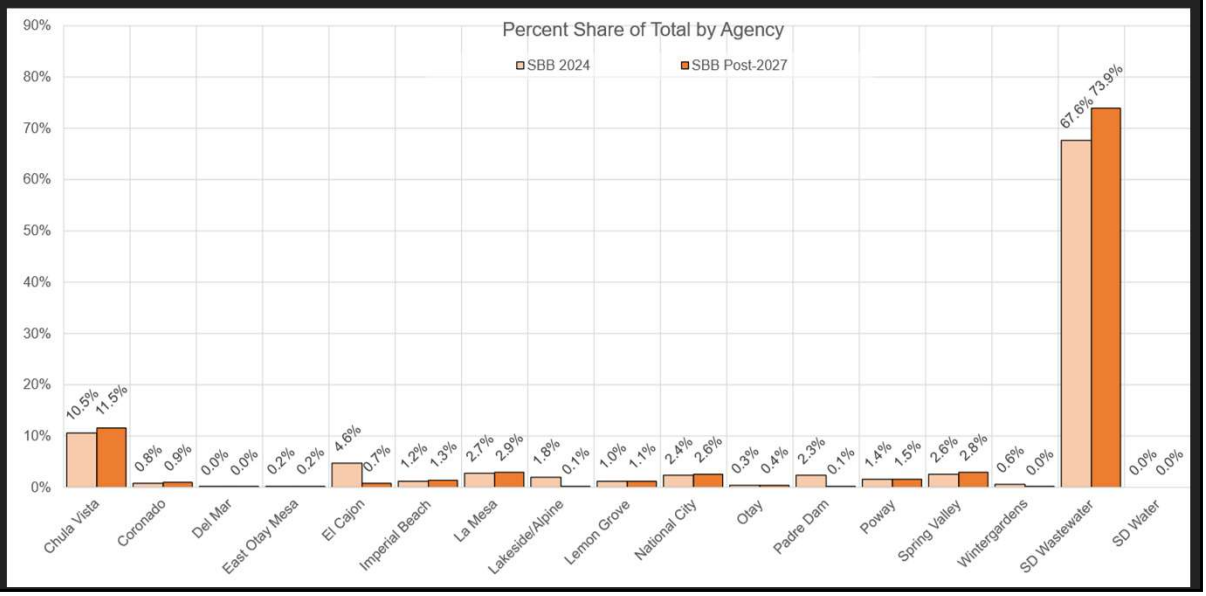
SAN DIEGO METRO WASTEWATER BILLING SYSTEM

Summary of Agency Impacts

Current SBB: 2024 and Post-2027



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SAN DIEGO METRO WASTEWATER BILLING SYSTEM

FAB System, 2024 Flows & Strength

Table D O&M

DESCRIPTION	ACTUAL COSTS	ALLOCATION OF O&M COSTS												
		AVERAGE/ METERED FLOW %	AVERAGE/ METERED FLOW COSTS	INCREMENTAL PEAK FLOW %	INCREMENTAL PEAK FLOW COSTS	RSDP %	RSDP COSTS	SS %	SS COSTS	COD %	COD COSTS	PURE WATER PHASE 1 %	PURE WATER PHASE 1 COSTS	TOTAL COSTS
OPERATION AND MAINTENANCE :														
TRANSMISSION AND SYSTEM MAINTENANCE	$8,470,636	100.0%	$8,470,636	0.0%	$0	0.0%	$0	0.0%	$0	0.0%	$0	0.0%	$0	$8,470,636
PUMP STATION 2	$12,808,430	76.7%	$9,828,005	23.3%	$2,980,425	0.0%	$0	0.0%	$0	0.0%	$0	0.0%	$0	$12,808,430
NORTH CITY WRP	$18,606,273	53.7%	$9,991,569	0.0%	$0	0.0%	$0	19.3%	$3,591,011	27.0%	$5,023,694	0.0%	$0	$18,606,273
SOUTH BAY WRP	$7,309,478	51.8%	$3,782,655	0.0%	$0	0.0%	$0	22.0%	$1,608,085	26.3%	$1,918,738	0.0%	$0	$7,309,478
POINT LOMA	$39,597,136	43.2%	$17,103,864	20.3%	$8,040,318	0.0%	$0	29.5%	$11,681,155	7.0%	$2,771,800	0.0%	$0	$39,597,136
ENVIRONMENTAL SUPPORT	$16,149,044	100.0%	$16,149,044	0.0%	$0	0.0%	$0	0.0%	$0	0.0%	$0	0.0%	$0	$16,149,044
ENGINEERING SERVICES	$16,995,546	29.8%	$5,058,485	3.1%	$522,049	0.0%	$0	51.0%	$8,668,123	16.2%	$2,746,889	0.0%	$0	$16,995,546
COGENERATION + MBC	$34,310,723	5.0%	$1,715,536	0.0%	$0	0.0%	$0	85.0%	$29,164,115	10.0%	$3,431,072	0.0%	$0	$34,310,723
OPERATIONAL SUPPORT	$19,173,679	46.7%	$8,962,352	7.5%	$1,434,825	0.0%	$0	35.5%	$6,801,026	10.3%	$1,975,476	0.0%	$0	$19,173,679
BUSINESS SUPPORT ADMINISTRATION	$0	46.7%	$0	7.5%	$0	0.0%	$0	35.5%	$0	10.3%	$0	0.0%	$0	$0
PURE WATER O&M	$5,451,371	46.7%	$2,548,134	7.5%	$407,943	0.0%	$0	35.5%	$1,933,636	10.3%	$561,658	0.0%	$0	$5,451,371
TOTAL OPERATIONS AND MAINTENANCE	$178,872,316	46.74%	$83,610,279	7.48%	$13,385,559	0.00%	$0	35.47%	$63,447,151	10.30%	$18,429,327	0.00%	$0	$178,872,316

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SAN DIEGO METRO WASTEWATER BILLING SYSTEM

FAB System, 2024 Flows & Strength

Table D Capital Cost & Totals

DESCRIPTION	ACTUAL COSTS	ALLOCATION OF CAPITAL COSTS (FIXED)												
		AVERAGE FLOW %	AVERAGE FLOW COSTS	INCREMENTAL PEAK FLOW %	INCREMENTAL PEAK FLOW COSTS	RSDP %	RSDP COSTS	SS %	SS COSTS	COD %	COD COSTS	PURE WATER PHASE 1 %	PURE WATER PHASE 1 COSTS	TOTAL COSTS
DEBT :														
HISTORICAL REVENUE BONDS	$90,713,642	55.8%	$50,613,524	0.0%	$0	0.0%	$0	22.0%	$19,954,983	22.2%	$20,145,136	0.0%	$0	$90,713,642
BOND 2022A	$1,604,532	27.3%	$437,844	4.3%	$68,944	0.0%	$0	54.3%	$871,914	14.1%	$225,830	0.0%	$0	$1,604,532
STATE REVOLVING FUNDS NON-PURE WATER	$5,038,441	26.9%	$1,357,222	15.9%	$801,617	0.0%	$0	48.2%	$2,427,933	9.0%	$451,669	0.0%	$0	$5,038,441
TOTAL DEBT	$97,356,616	52.2%	$52,408,590	1.6%	$870,562	0.0%	$0	25.4%	$23,254,831	20.7%	$20,822,634	0.0%	$0	$97,356,616
PAY-AS-YOU-GO METRO SYSTEM:														
PAY-AS-YOU-GO METRO 41509	$41,551,620	28.7%	$11,920,106	4.8%	$1,990,639	0.0%	$0	53.0%	$22,025,037	13.5%	$5,615,838	0.0%	$0	$41,551,620
TOTAL NON-PUREWATER CAPITAL IMPROVEMENT PROGRAM	$138,908,236	46.3%	$64,328,696	2.1%	$2,861,201	0.0%	$0	32.6%	$45,279,867	19.0%	$26,438,472	0.0%	$0	$138,908,236
TOTAL NON-PURE WATER O&M & CAPITAL IMPROVEMENT PROGRAM	$317,780,552	46.6%	$147,938,975	5.1%	$16,246,760	0.0%	$0	34.2%	$108,727,018	14.1%	$44,867,800	0.0%	$0	$317,780,552
PURE WATER CAPITAL COSTS:														
STATE REVOLVING FUNDS PURE WATER	$14,035,210	0.0%	$0	0.0%	$0	0.0%	$0	0.0%	$0	0.0%	$0	100.0%	$14,035,210	$14,035,210
PAYGO PURE WATER	$0	0.0%	$0	0.0%	$0	0.0%	$0	0.0%	$0	0.0%	$0	100.0%	$0	$0
TOTAL COSTS	$331,815,762	44.6%	$147,938,975	4.9%	$16,246,760	0.0%	$0	32.8%	$108,727,018	13.5%	$44,867,800	4.2%	$14,035,210	$331,815,762

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SAN DIEGO METRO WASTEWATER BILLING SYSTEM

FAB System, Post-2027 Flows & Strength

Table D O&M

DESCRIPTION	ACTUAL COSTS	ALLOCATION OF O&M COSTS												
		AVERAGE/ METERED FLOW %	AVERAGE/ METERED FLOW COSTS	INCREMENTAL PEAK FLOW %	INCREMENTAL PEAK FLOW COSTS	RSDP %	RSDP COSTS	SS %	SS COSTS	COD %	COD COSTS	PURE WATER PHASE 1 %	PURE WATER PHASE 1 COSTS	TOTAL COSTS
OPERATION AND MAINTENANCE :														
TRANSMISSION AND SYSTEM MAINTENANCE	$8,470,636	100.0%	$8,470,636	0.0%	$0	0.0%	$0	0.0%	$0	0.0%	$0	0.0%	$0	$8,470,636
PUMP STATION 2	$12,808,430	73.3%	$9,386,769	23.6%	$3,028,099	3.1%	$393,562	0.0%	$0	0.0%	$0	0.0%	$0	$12,808,430
NORTH CITY WRP	$18,606,273	53.7%	$9,991,569	0.0%	$0	0.0%	$0	19.3%	$3,591,011	27.0%	$5,023,694	0.0%	$0	$18,606,273
SOUTH BAY WRP	$7,309,478	51.8%	$3,782,655	0.0%	$0	0.0%	$0	22.0%	$1,608,085	26.3%	$1,918,738	0.0%	$0	$7,309,478
POINT LOMA	$39,597,136	41.1%	$16,292,167	20.6%	$8,168,928	1.7%	$683,086	29.5%	$11,681,155	7.0%	$2,771,800	0.0%	$0	$39,597,136
ENVIRONMENTAL SUPPORT	$16,149,044	100.0%	$16,149,044	0.0%	$0	0.0%	$0	0.0%	$0	0.0%	$0	0.0%	$0	$16,149,044
ENGINEERING SERVICES	$16,995,546	29.5%	$5,005,782	3.1%	$530,399	0.3%	$44,352	51.0%	$8,668,123	16.2%	$2,746,889	0.0%	$0	$16,995,546
COGENERATION + MBC	$34,310,723	5.0%	$1,715,536	0.0%	$0	0.0%	$0	85.0%	$29,164,115	10.0%	$3,431,072	0.0%	$0	$34,310,723
OPERATIONAL SUPPORT	$19,173,679	45.9%	$8,800,055	7.6%	$1,457,776	0.7%	$139,346	35.5%	$6,801,026	10.3%	$1,975,476	0.0%	$0	$19,173,679
BUSINESS SUPPORT ADMINISTRATION	$0	45.9%	$0	7.6%	$0	0.7%	$0	35.5%	$0	10.3%	$0	0.0%	$0	$0
PURE WATER O&M	$5,451,371	45.9%	$2,501,991	7.6%	$414,468	0.7%	$39,618	35.5%	$1,933,636	10.3%	$561,658	0.0%	$0	$5,451,371
TOTAL OPERATIONS AND MAINTENANCE	$178,872,316	45.90%	$82,096,204	7.60%	$13,599,671	0.73%	$1,299,963	35.47%	$63,447,151	10.30%	$18,429,327	0.00%	$0	$178,872,316

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SAN DIEGO METRO WASTEWATER BILLING SYSTEM

FAB System, Post-2027 Flows & Strength

Table D Capital Cost & Totals

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DEBT :														
HISTORICAL REVENUE BONDS	$90,713,642	55.8%	$50,613,524	0.0%	$0	0.0%	$0	22.0%	$19,954,983	22.2%	$20,145,136	0.0%	$0	$90,713,642
BOND 2022A	$1,604,532	27.0%	$433,234	4.3%	$68,670	0.3%	$4,885	54.3%	$871,914	14.1%	$225,830	0.0%	$0	$1,604,532
STATE REVOLVING FUNDS NON-PURE WATER	$5,038,441	25.9%	$1,303,617	15.8%	$798,427	1.1%	$56,795	48.2%	$2,427,933	9.0%	$451,669	0.0%	$0	$5,038,441
TOTAL DEBT	$97,356,616	52.1%	$52,350,374	1.6%	$867,097	0.1%	$61,680	25.4%	$23,254,831	20.7%	$20,822,634	0.0%	$0	$97,356,616
PAY-AS-YOU-GO METRO SYSTEM:														
PAY-AS-YOU-GO METRO 41509	$41,551,620	28.4%	$11,786,991	4.8%	$1,982,717	0.3%	$141,038	53.0%	$22,025,037	13.5%	$5,615,838	0.0%	$0	$41,551,620
TOTAL NON-PUREWATER CAPITAL IMPROVEMENT PROGRAM	$138,908,236	46.2%	$64,137,365	2.1%	$2,849,814	0.1%	$202,718	32.6%	$45,279,867	19.0%	$26,438,472	0.0%	$0	$138,908,236
TOTAL NON-PURE WATER O&M & CAPITAL IMPROVEMENT PROGRAM	$317,780,552	46.0%	$146,233,569	5.2%	$16,449,484	0.5%	$1,502,681	34.2%	$108,727,018	14.1%	$44,867,800	0.0%	$0	$317,780,552
PURE WATER CAPITAL COSTS:														
STATE REVOLVING FUNDS PURE WATER	$14,035,210	0.0%	$0	0.0%	$0	0.0%	$0	0.0%	$0	0.0%	$0	100.0%	$14,035,210	$14,035,210
PAYGO PURE WATER	$0	0.0%	$0	0.0%	$0	0.0%	$0	0.0%	$0	0.0%	$0	100.0%	$0	$0
TOTAL COSTS	$331,815,762	44.1%	$146,233,569	5.0%	$16,449,484	0.5%	$1,502,681	32.8%	$108,727,018	13.5%	$44,867,800	4.2%	$14,035,210	$331,815,762

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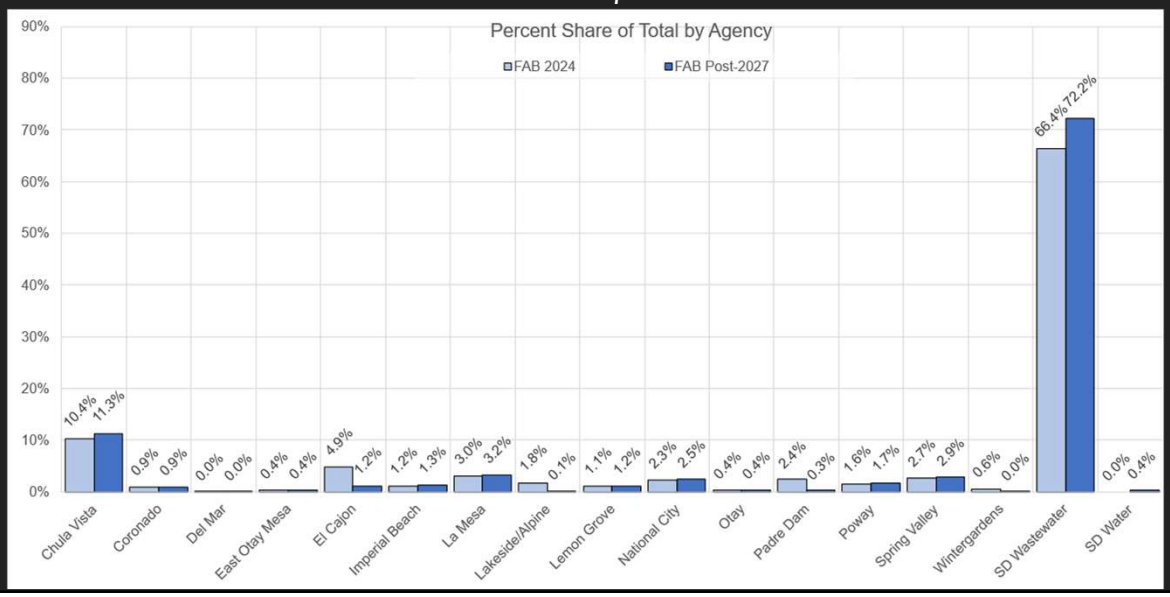
SAN DIEGO METRO WASTEWATER BILLING SYSTEM

Summary of Agency Impacts

Proposed FAB: 2024 and Post-2027



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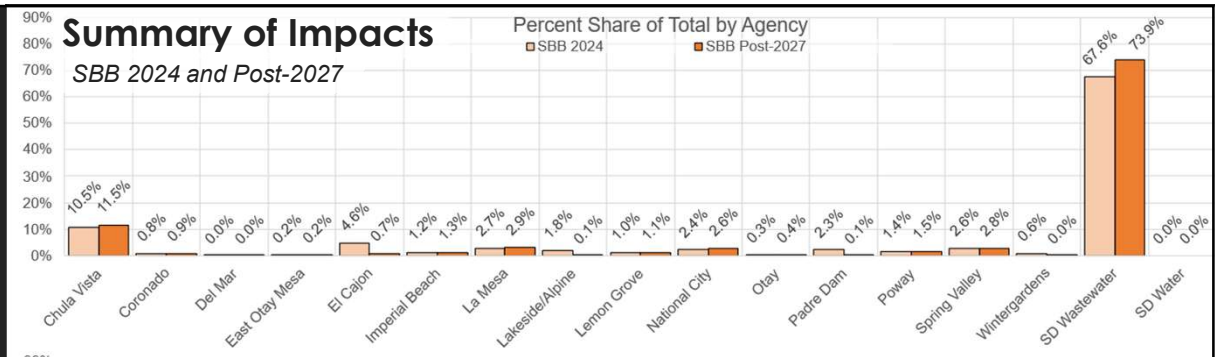
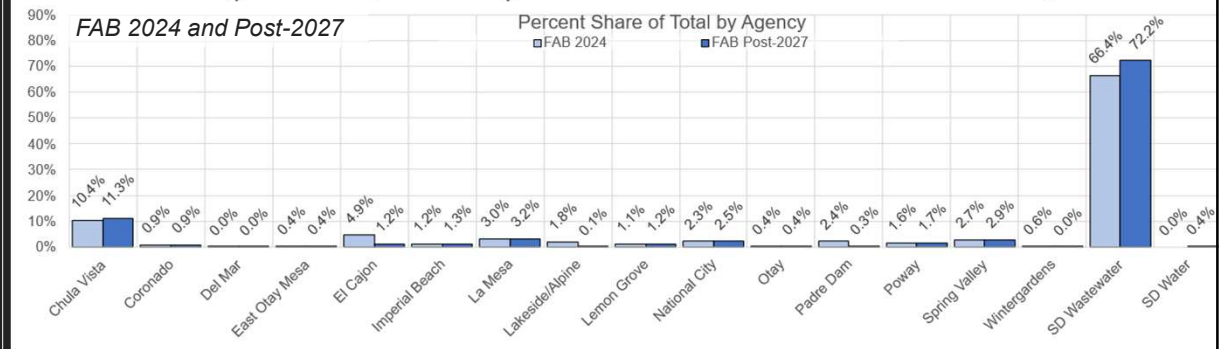
SAN DIEGO METRO WASTEWATER BILLING SYSTEM

Summary of Impacts





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Agency impacts depend on flows & strengths. FAB will enhance predictability due to fixed charges.

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SAN DIEGO METRO WASTEWATER BILLING SYSTEM

Thank you

Benjamin Stewart
Principal
Sacramento, California
Benjamin.A.Stewart@Stantec.com

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METRO JPA/TAC
Staff Report
Date: 02/05/2026

Project Title:

Third Amendment to Sole Source Agreement (Contract H186994) with Geosyntec Consultants, Inc. to provide Technical Consultant Services for National Pollutant Discharge Elimination System (NPDES)

Presenter(s) Name: Staci Domasco

Presenter(s) Title: Principal Planner

Requested Action:
Approve the Third Amendment to Agreement H186994 with Geosyntec Consultants, Inc. to provide Technical Consultant Services for the National Pollutant Discharge Elimination System

The Third Amendment is to add an amount not-to-exceed $492,350 (33% Metro JPA contribution) to the Agreement, bringing the Agreement not-to-exceed amount to $1,217,330, and extending the Agreement term by three (3) years to February 14, 2029.

Recommendations: Approve the third amendment to the agreement.

Metro TAC:	Approve the subject item
IROC:	N/A
Prior Actions: (Committee/Commission, Date, Result)	N/A

Fiscal Impact:

Is this project budgeted?	Yes X No _____
Cost breakdown between Metro & Muni:	33 % Metro funded
Fiscal impact to the Metro JPA:	$162,475 Metro Costs

Capital Improvement Program:

New Project? Yes _ No X N/A X_

Existing Project? Yes X No __ Upgrade/addition ____ Change ___

Previous TAC/JPA Action:
09/18/2018 Metro TAC – Submitted for information purposes.
Consent Decree Agreement with Coastkeeper and Coastal Environmental Rights Foundation for Four Wastewater Treatment Facilities
01/21/2026 Metro TAC: Presented 3rd Amendment to Sole Source Agreement (H186994)
01/22/2026 Environment Committee: Approved on consent agenda

Additional/Future Action:
Present to Metro JPA/Metro Commission for approval in Feb 2026

City Council Action:
City Council approval is anticipated in February 2026

Background: The Metro Biosolids Center (MBC), North City Water Reclamation Plant (NCWRP), South Bay Water Reclamation Plant (SBWRP), and Point Loma Wastewater Treatment Plant (PLWTP), are industrial facilities that must comply with the National Pollutant Discharge Elimination System (NPDES) General Permit for Storm Water Discharges Associated with Industrial Activities, Order No. 2014-0057-DWQ (Industrial General Permit). In early 2017, San Diego Coastkeeper and the Coastal Environmental Rights Foundation (Plaintiffs) alleged violations of the Industrial General Permit at the City Facilities. City staff and the City Attorney's Office (CAO) subsequently negotiated a settlement to resolve the matter; the settlement was approved by Council on October 16, 2018 (R-312005), and the mayor on October 22, 2018. Subsequently the Court issued an order approving the settlement agreement (Consent Decree) on November 20, 2018, with a compliance deadline of November 20, 2023. Since then, the Consent Decree deadline has been renegotiated, amending the compliance deadline for each facility as follows; March 31, 2025 (MBC and SBWRP), December 31, 2025 (NCWRP), and December 31, 2026 (PLWTP).

Per the Consent Decree, the City is required to complete monitoring and water quality analysis, reporting, detailed assessments of the City Facilities, and implementation activities and projects that require specialized technical expertise associated with the Industrial General Permit. The MBC and SBWRP facilities have fulfilled their obligations under the Consent Decree by implementing necessary stormwater (SW) capture and diversion best management projects (BMP). To continue to meet Consent Decree compliance deadline obligations, the CAO is currently negotiating with the Plaintiffs for another amendment to the Consent Decree to accommodate the completion of the NCWRP and SBWRP BMP projects, which are currently proposed for completion by end of 2028.

To assist the City with Consent Decree negotiations and obligations, the City entered into an agreement with Geosyntec Consultants, Inc. (Geosyntec). Geosyntec has technical expertise and experience with the NPDES General Permit for Storm Water Discharges Associated with Industrial Activities, is familiar with the City Facilities, and has experience with settlement negotiations and legal disputes. The technical consultant services Geosyntec ensures the City remains in compliance with the Consent Decree. Their expertise and familiarity with the aforementioned facilities, and their continued availability is crucial to avoid potentially significant and adverse financial consequences for the City.

Discussion:
Per the Consent Decree, the City is required to complete monitoring and water quality analysis, reporting, detailed assessments of the City Facilities, and implementation activities and projects that require specialized technical expertise associated with the Industrial General Permit. The MBC and SBWRP facilities have fulfilled their obligations under the Consent Decree by implementing necessary stormwater (SW) capture and diversion best management projects (BMP). To continue to meet Consent Decree compliance deadline obligations, the CAO is currently negotiating with the Plaintiffs for another amendment to the Consent Decree to accommodate the completion of the NCWRP and SBWRP BMP projects, which are currently proposed for completion by end of 2028.

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Bid Results: *N/A*

Item x: Third Amendment to the Agreement with Geosyntec Consultants, Inc. for Technical Consultant Services for NPDES, H186994

SD Public Utilities

Metro JPA
February 5, 2026

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Background

NPDES and IGP

- City Facilities must comply with National Pollutant Discharge Elimination System (NPDES) General Permit for Storm Water Discharges Associated with Industrial Activities (Industrial General Permit, IGP)
- PUD Facilities subject to IGP:
  - Metro Biosolids Center
  - North City Water Reclamation Plant
  - South Bay Water Reclamation Plant
  - Point Loma Wastewater Treatment Plant
- 2017 Coastkeeper and CERF (NGOs) alleged violations of the IGP, and the City entered into a court ordered Consent Decree

The City of SAN DIEGO

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Original Geosyntec Agreement

2017

August - Geosyntec began working with the City on settlement negotiations through an existing City contract

October – NGOs demanded deliverables by end of calendar year. The existing City contract did not have capacity

November - Sole Source contract with Geosyntec pursued due to…

- Extensive experience with IGP stormwater compliance and the related NGO settlement negotiations
- Specific familiarity with PUD facilities
- Urgent timeline to provide specialized deliverables by the end of the calendar year

The City of SAN DIEGO

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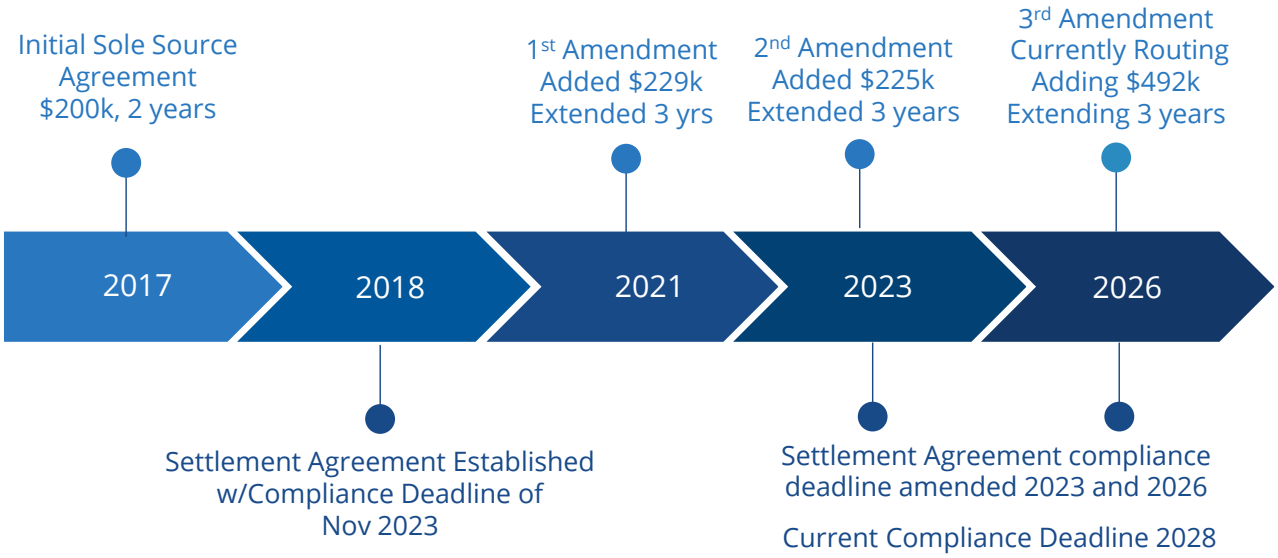
Geosyntec Contract Timeline



The City of SAN DIEGO

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Geosyntec Amendment #3

Not-To-Exceed Budget

- Not-to-exceed amount of $492,350 is intended to support the Consent Decree through final completion

Metro JPA Portion of Amendment

- 33% of the total requested increase or $162,475

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Geosyntec Amendment #3

No Scope Change

- Added costs for continued support under same scope of work
  - Provide technical support for four PUD facilities
  - BMP and SWPPP analysis and recommendations
  - Support required IGP and Consent Decree reporting
  - Subject matter expert for City Attorney's Office

Considerations

- Total value is a not-to-exceed amount that supports the potential for:
  - Increased support for Onsite Compliance negotiations with RWQCB
  - Negotiating reductions in reporting requirements
  - Increased support due to uncertainties for projects not yet in construction

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Geosyntec Amendment #3

Rate Increase

- Includes first rate increase since 2017
  - Less than 1% per year increase
  - Rates negotiated down from 12% request from Geosyntec
  - Approximately 133k of the Amendment increase is due to the rate increase
- This contract does not allow annual increase therefore these rates are set for the duration of the amendment

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Rate Comparisons

Average Rate for Subject Matter Expert			
As- Needed Technical Services for Pure Water	2024	Subject Matter Expert	402.50
Energy Expert Review Sole Source Contract	2025	Subject Matter Expert	380.00
		AVERAGE RATE	**391.25**
Geosyntec Amendment #3	**2025**	**Senior Principal/Subject Matter Expert)**	**342.00**
Geosyntec Previous Rate	2017-2025		237.00
Average Rate for Principal			
As- Needed Technical Services for Pure Water	2024	Principal	334.50
As- Needed Engineering Services - Contract 5	2024	Principal	305.00
As- Needed Engineering Services - Contract 6	2024	Principal	336.00
As- Needed Engineering Services - Contract 7	2024	Principal	317.00
		AVERAGE RATE	**323.13**
Geosyntec Amendment #3	**2025**	**Principal**	**318.00**
Geosyntec Previous Rate	2017-2025		**221.00**

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Consent Decree Progress

Completed Projects

- MBC and South Bay SW Diversion completed by Consent Decree compliance deadlines of March 2025
- Termination of Consent Decree compliance obligations confirmed June 2025

Ongoing Projects

- PLWTP SW Diversion
  - 2026 – Bid & Award
  - 2027-2028 Construction
- North City SW Diversion
  - 2027 – Bid & Award
  - 2027-2028 Construction

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Geosyntec Amendment #3

- Third Amendment extends the contract for an additional three years (through Feb 2029) and increases the contract capacity by an additional $492,350 for continuation of necessary consulting services.
- Metro JPA portion is 33% or $162,475
- New Total Not to Exceed Value: 1.2M (increase of $492,350); Metro JPA Contribution $396,000

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Requested Action

Approve the Third Amendment to the Sole Source Agreement with Geosyntec in an amount not to exceed $492,350, with Metro JPA contribution of 33%, bringing the total not to exceed amount of the agreement to 1.2M, and to extend the contract term to February 2029.

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New Website Vendor Review

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

Date: **02/05/2026**

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
		note: $218			
Annual Costs (monthly is above)	$ 2,400	$ 4,414	$ 4,200	$ 6,000	$ 9,600
note: without Managed Support		*$ 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 November, 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: NEED
Attention: NEED

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**

RESOLUTION NO. 2026-0205

RESOLUTION OF THE METRO WASTEWATER JOINT POWERS AUTHORITY BOARD OF DIRECTORS AUTHORIZING OPTIONAL TELECONFERENCING, REMOTE PARTICIPATION BY BOARD MEMBERS, AND VIRTUAL MEETINGS OF COMMITTEES PURSUANT TO GOVERNMENT CODE SECTIONS 54953.8.7 AND 54953.8.6 (SENATE BILL 707)

WHEREAS, The Metro Wastewater Joint Powers Authority ("**Metro**") is a joint powers authority formed pursuant to Government Code §§ 6500 *et seq*.; and

WHEREAS, the Ralph M. Brown Act (Government Code §§ 54950 *et seq*. or the "**Brown Act**") requires that meetings of the legislative bodies of local agencies be open and public, and that members of the public be permitted to attend and participate, except as otherwise provided by law; and

WHEREAS, Senate Bill 707 (2025) added, among other sections, Government Code §§ 54953.8.6 and 54953.8.7 to the Brown Act, providing additional teleconferencing and remote participation authority for joint powers authorities and eligible subsidiary bodies, subject to specified conditions; and

WHEREAS, Government Code § 54953.8.7 authorizes an eligible multijurisdictional body – defined to include a joint powers authority – to permit individual members of its legislative body to participate remotely in meetings, provided the body adopts a resolution at a regular meeting in open session and complies with all statutory requirements; and

WHEREAS, Government Code § 54953.8.6 authorizes eligible subsidiary bodies to conduct meetings entirely by teleconference, without a quorum present at a physical meeting location, provided all statutory notice, agenda, access, and public participation requirements are met; and

WHEREAS, the Board of Directors desires to provide flexibility to its Board members and its committees by authorizing the optional use of teleconferencing and remote participation, while maintaining full compliance with the Brown Act; and

WHEREAS, the Board of Directors further desires to make clear that in-person meetings remain permissible and that neither the Board nor any committee is required to meet virtually, nor is any Board member required to participate remotely;

NOW, THEREFORE, BE IT RESOLVED:

1. <u>Incorporation of Recitals</u>

The Metro Board of Directors ("Board") hereby finds that the foregoing recitals are true and correct and incorporates them herein by reference.

2. Authorization for Remote Participation by Board Members (Gov. Code § 54953.8.7)

Pursuant to Government Code § 54953.8.7, the Board hereby authorizes optional remote participation by individual Board members in meetings of the Board, provided that all applicable conditions and requirements of the Brown Act and Government Code § 54953.8.7 are satisfied.

Such conditions include, but are not limited to, agenda identification of remotely participating members, participation through both audio and visual technology, applicable distance requirements, quorum and public access requirements, and any annual limits on remote participation established by law.

3. Authorization for Virtual Meetings of Committees and Subsidiary Bodies (Gov. Code § 54953.8.6)

Pursuant to Government Code § 54953.8.6, the Board hereby authorizes optional virtual meetings of committees, advisory bodies, and other eligible subsidiary bodies of Metro, including meetings conducted entirely by teleconference, provided that all applicable requirements of the Brown Act and Government Code § 54953.8.6 are met.

Such meetings may be conducted without a physical meeting location, so long as proper notice is given and the public is provided real-time access and an opportunity to participate as required by law.

4. Findings Required Before Eligible Subsidiary Body Uses Teleconferencing

The Board hereby finds that:

a. The Board has considered the circumstances of its eligible subsidiary body – here, the Finance Committee.

b. Teleconference meetings of the eligible subsidiary body would enhance public access to meetings of the eligible subsidiary body, and the public has been made aware of the type of remote participation, including audio-visual or telephonic, that will be made available at a regularly scheduled meeting and has been provided the opportunity to comment at an in-person meeting of the legislative body authorizing the subsidiary body to meet entirely remotely.

c. Teleconference meetings of the eligible subsidiary body would promote the attraction, retention, and diversity of eligible subsidiary body members.

5. Optional Nature of Teleconferencing and Remote Participation

This Resolution establishes an option, not a mandate. Nothing in this Resolution shall be construed to:

a. Require the Board to conduct meetings by teleconference;

b. Require any Board member to participate remotely;

c. Require any committee or subsidiary body to meet virtually; or

d. Limit the Board's authority to require in-person attendance or to adopt additional policies governing meeting formats.

6. Physical Public Access for Board Meetings

When the Board utilizes teleconferencing pursuant to Government Code § 54953.8.7, at least a quorum of Board members participating in the meeting shall do so from physical locations open to the public within Metro's territorial jurisdiction, as required by law.

7. Compliance with the Brown Act

All meetings conducted pursuant to this Resolution shall fully comply with the Brown Act, including Government Code §§ 54953.8, 54953.8.6, and 54953.8.7, and any other applicable provisions of state law.

8. Effective Date

This Resolution shall take effect immediately upon adoption.

IT IS SO RESOLVED. PASSED, APPROVED AND ADOPTED by the Board of Directors of the Metro Wastewater Joint Powers Authority at a meeting thereof held on [DATE].

AYES:
NOES:
ABSTAIN:
ABSENT:

_____
Chairperson

ATTEST:

_____
Board Secretary

Monthly Executive Director's Report
December 2025

The purpose of this report is to provide an update on the activities, progress, and outcomes related to the JPA's initiatives. It aims to ensure transparency, document key discussions and decisions, and keep all stakeholders informed of ongoing efforts and upcoming milestones.

New Year's Reflection

As we begin the New Year, I would like to welcome our returning Directors and especially those who are new to the Board. The recent New Year's storm (discussed below) is a reminder of how interconnected our systems and communities are. Challenges often arise when we apply past assumptions to changing conditions and we are very lucky that this is no longer the case with the operations of the Metro System. As we enter the New Year, it is important to look closely at current conditions and emerging data rather than rely on legacy approaches. This underscores the importance of regional coordination and adaptive decision-making. And we are lucky - SARA is designed to bring governance and planning into alignment with today's regional realities.

Welcome Lauren Cazares

The Metro Wastewater JPA/Commission welcomes Lauren Cazares as the new primary representative from the City of La Mesa. A lifelong La Mesan, Lauren was elected to the La Mesa City Council in 2024 and is the youngest female councilmember in the City's history. She brings nearly a decade of experience in local government and public policy and currently serves as a Policy Advisor with the San Diego Regional Chamber of Commerce. December marked her first Metro JPA/Commission meeting, where she began her introduction to the Metro system through the Quarterly Pure Water Program Update presented by City of San Diego staff.

Key Tasks and Updates:

1. **SARA and Administrative Agreement No. 1 (AA1) Update**

During December the Board of the Lemon Grove Sanitation District unanimously approved SARA and Administrative Agreement No. 1 and the majority of the Participating Agencies and the City of San Diego have Council/Board dates scheduled from January to April.

To support our member agencies through their approval processes, the following resources are readily available upon request and on the website:

- Sample **staff reports**, including versions used by La Mesa, Coronado, Poway, and Lemon Grove.
- The **standard SARA presentation**, as well as a streamlined format refined in collaboration with participating agencies and the presentations used by the four PAs who have already approved SARA/AA1.
- A concise **one-page handout** summarizing SARA's key elements for use in Council packets or as a public-facing resource.

Executive Team members remain available to attend meetings, support presentations, and address questions from elected officials, staff, and the public.

For additional reference, you can also find the final versions of SARA, AA1, all associated exhibits, the one-pager, the standard PowerPoint presentation, and Stantec's detailed FAB presentation in the "News" section of the JPA website, available for your review and download at any time.

https://www.metrojpa.org/home/showdocument?id=5070

In addition, a copy of the current Amended and Restated Agreement (ARA) can be found in the New Director's Manual at:

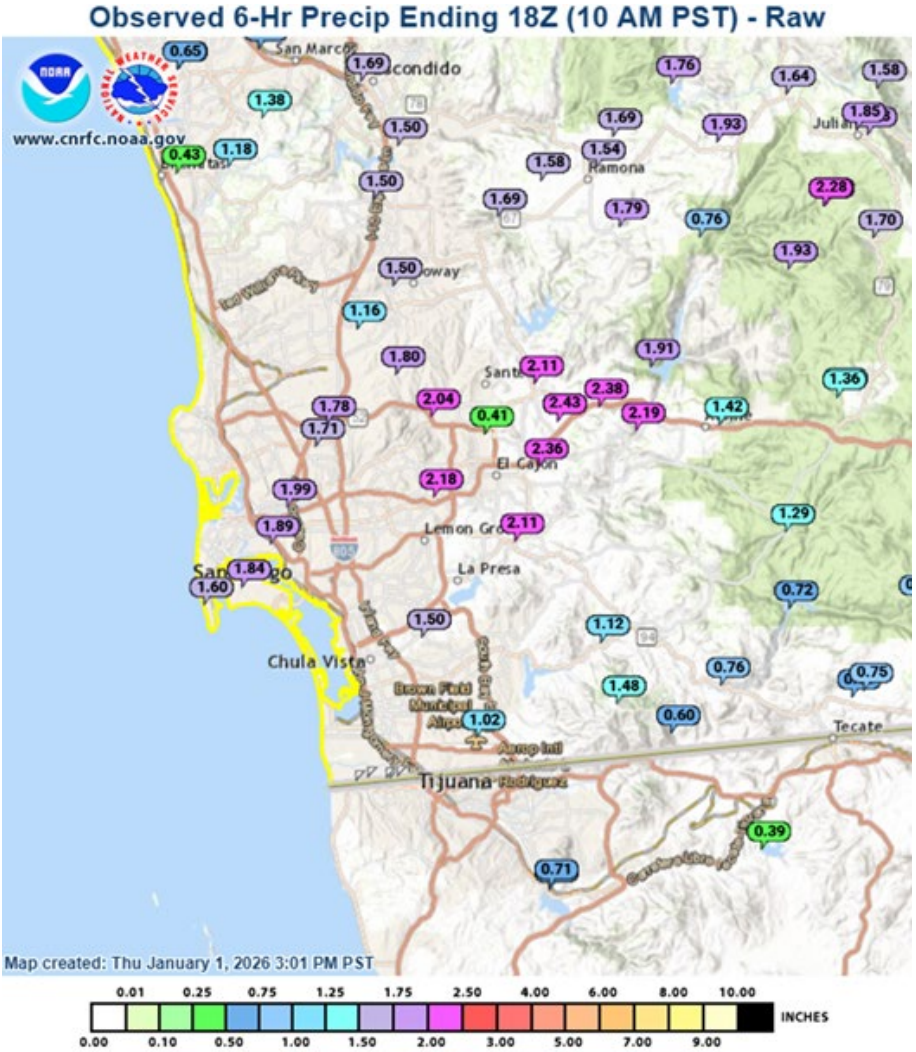
https://www.metrojpa.org/Home/ShowDocument?id=4720

2. **New Year's Storm Event**

On New Year's Day, the Metro sewer system experienced significant wet-weather flows. Both Pump Station 1 and Pump Station 2 successfully withstood peak conditions, with all six pumps at PS1 and all seven pumps at PS2 operating. At PS2, flows exceeded 300 million gallons and wet well levels reached over 90 percent capacity; however, neither pump station experienced a spill. The successful performance of both stations under these conditions reflects the high level of

preparedness and responsiveness of the City of San Diego operations staff. We sincerely thank you for this especially on a holiday.

At the Point Loma Wastewater Treatment Plant, system flows reached maximum capacity and a spill occurred. Approximately 100,000 gallons of treated wastewater were discharged from the plant into a storm drain that ultimately flowed to the ocean, rather than being conveyed through the outfall as designed. The County was consulted, and no additional signage beyond the standard wet-weather advisory was required. Environmental teams inspected the area and observed no impacts beyond those typically associated with storm runoff. Regulatory agencies were notified in accordance with established protocols. Additional information, including root cause analysis, will be provided once available.
For reference, rainfall totals across the region for the six-hour period from 4:00 a.m. to 10:00 a.m. are provided below. Further updates will be shared at upcoming TAC and JPA Commission meetings.



3. 2026 IRS Standard Mileage Rates Increase

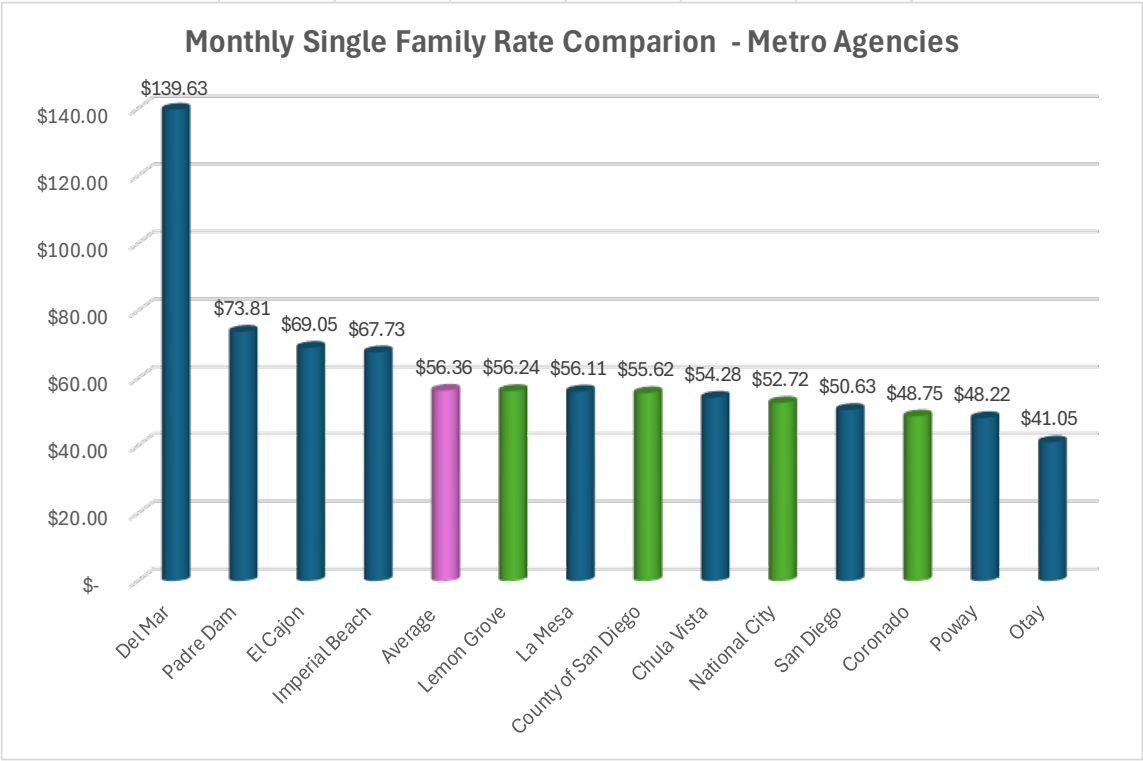
Great news! Effective January 1, 2026, the IRS standard mileage rate, which is used in calculating mileage reimbursements for Directors, increased to 72.5 cents per mile (up from 70 cents in 2025) an increase of 2.5 ¢/mile. These new rates will be effective with any Board related travel on or after January 1, 2026.

4. Summary of Metro Agency Single Family Monthly Sewer Rates

At the request of several Participating Agencies, staff conducted a review of individual PA and the City of San Diego's user rate studies to assess the proportion of fixed versus variable revenues reflected in each agency's cost allocation and rate structures, along with a comparison of current monthly single-family rates.

The purpose of this review was to compare the existing fixed-to-variable revenue recovery across the PAs and the City of San Diego to the proposed fixed-revenue allocation of 27.6 percent under the FAB methodology. The analysis showed that fixed-revenue recovery among the PAs ranges from approximately 10 percent (San Diego) to 68 percent, with a system-weighted average of about 42 percent—substantially higher than the level proposed under FAB.

In addition, a current summary of single-family residential rates was prepared for inclusion on the January TAC agenda. This item had previously been included on the agenda but was discontinued once the survey became outdated. The updated survey has been distributed to TAC members for their review to confirm the accuracy of the rate calculations. The draft summary is as follows:



Key:
- Rate based upon water usage - 7 HCF monthly average with rate of return applied if applicable.
- Single family uniform rate - EDU style rate structure
- Average excludes Del Mar as they are part of two separate systems: San Elijo & Metro.

5. Engineering Consultant Activities

- I&I - The I&I committee will be picking back up in the new year with a meeting scheduled for January 29th at 2:00 PM. The goal is to get ADS on board to start phase 1 of the study using historical data.

- Pump Station 2 - Engineering consultants and the TAC Chair participated in an update meeting on the PS2 Modernization project planning/schedule. It was a very productive meeting and all parties agreed on the best path forward.

6. Treasury Activities

During December, Treasury staff were actively engaged in the JPA's FY 2024 and FY 2025 audit process, responding to inquiries from CLA. Staff are targeting presentation of a draft audit report to the Finance Committee in February 2026.

Monthly Metro TAC Chair Report
January 2026

A summary of action items, presentations, discussions, and updates heard at the regularly scheduled Metro Technical Advisory Committee held on January 21, 2026.

Action:

Agenda Item 2: Consideration and Possible Action to Approve the Metro Wastewater JPA Quarterly Treasurer's Report FY 2026 - Quarter 2 - Ending December 31, 2025

- Metro staff walked TAC through the Quarterly Treasurer's Report. There were no questions and it was unanimously recommended to the JPA.

Agenda Item 4: Consideration and Possible Action to Recommend Approval to the Metro JPA/Commission of City of San Diego Metro Wastewater System Functional Design Based Billing Framework Report

- Stantec presented a summary of the FAB system as a reminder of previous presentations given in light of preparation of the final report.

- TAC noted and asked for clarification on updated numbers since the last presentations. They asked for continued communication on implementation as it relates to SARA. TAC also asked for clarifications on how fixed and incremental peak costs could change overtime based on Exhibit B changes. The report was unanimously recommended to the JPA.

Agenda Item 5: Consideration and Possible Action to Recommend Approval to the Metro JPA/Commission the Third Amendment to Sole Source Agreement with Geosyntec Consultants, Inc. to provide Technical Consultant Services for NPDES General Permit for Storm Water Discharges Associated with Industrial Activities, Consent Decree Support.

- City staff presented the third amendment to sole source agreement with Geosyntec Consultants. This amendment will extend the contract years to correspond with a consent decree. This will allow for the completion of projects at PLWTP and NCWRP. The additional expense is $492,350, 33% of which the Metro JPA is responsible for.

- TAC asked why this amendment is larger. It was explained that an 8% rate increase was requested by Geosyntec (their first rate increase to date), but the majority of the cost difference is due to the increased work expected to offramp the projects. It was clarified that this is still a not-to-exceed contract. TAC recommended more details be added to describe this be included in the JPA presentation. It was recommended to the JPA with one dissenting vote.

Information:

Agenda Item 3: Review of January 1, 2026, Storm Events

- City staff presented preliminary information on the flows seen during the New Year's storm event. The storm was larger than forecasted and hit the eastern and central portions of the County hardest. All six pumps were available and used at Pump Station 1. Seven of eight pumps were available at Pumps Station 2 and all seven were used. A peak flow management strategy using storage capacity at NCWRP and SBWRP was implemented. There was a considerable unanticipated delta between Pump Station 2 effluent and Point Loma influent that is still being investigated. There was a small release of treated effluent at Point Loma, but preliminary analysis indicates no significant environmental impact. Lessons learned are being incorporated into more cohesive and effective communications and response plans for the myriads of interconnected assets. Preliminary flows from each PA were presented. The East Mission Gorge PS construction bypass was used to divert peak flows from the Mission Gorge Trunk Sewer and no spills were identified.

- TAC asked how Pure Water Phase 1 would affect storm management. They also requested follow up on the Pump Station 2 and Point Loma delta and how the flows compared to SARA Exhibit B.

Standing Items to be Brought to JPA:

Agenda Item 6: Metro Wastewater (General) (Doug Campbell presented for Lisa Celeya)

Agenda Item 7: Pure Water Program Update (Doug Owen/Ben Kuhnel)

Agenda Item 8: Metro Wastewater Financial (Adam Jones)

Agenda Item 9: SARA Update Report (Blake Behringer/Karyn Keze)

Agenda Item 10: JPA Executive Director (Karyn Keze)

Agenda Item 11: Metro Commission/JPA Board Meeting Recap (Blake Behringer)

Metro Meetings:

Upcoming Meetings

- **Metro JPA**:
  - **Date**: February 5, 2026
  - **Format**: In person.

- **Metro TAC**:
  - **Date**: February 18, 2026
  - **Format**: Zoom only.

- **I&I Metro TAC Subcommittee**:
  - **Date**: January 29, 2026
  - **Format**: Teams only.