



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

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

TO: Finance Committee Members and Metro JPA

DATE: Tuesday, April 28, 2026

TIME: 10:00 a.m.

Note: Any member of the public may provide comments to the Finance Committee on any agenda item or on a matter not appearing on the agenda, but within the jurisdiction of the Finance Committee. Public comments may be submitted to lorimetrojpa@gmail.com in advance of the meeting, or in real time via in-person comment, or if appearing remotely, via virtual attendance using the “Raise Hand” function. Please indicate whether your comment is on a specific agenda item or a non-agenda item. When providing comments to the Finance Committee, it is requested that you provide your name and city of residence for the record. Commenters are requested to address their comments to the Finance Committee as a whole through the Chair. **Comments are limited to three (3) minutes.** If you have anything that you wish to be distributed to the Finance Committee, please provide it to the Secretary via lorimetrojpa@gmail.com, who will distribute the information to the members.

The public may choose to participate in person or remotely by virtual means:

Join on your computer, mobile app, room device or call in

JOIN TEAMS MEETING:

<https://teams.microsoft.com/meet/29531301194837?p=5voCawyWEIVXgYooxr>

Meeting ID: 295 313 011 948 37

Passcode: y6i8um9c

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

1. **ROLL CALL**
2. **PUBLIC ORAL COMMUNICATIONS**
3. **ACTION:** Approval of the Minutes from March 24, 2026 Finance Committee Regular Meeting (**Attachment**)
4. **ACTION:** Consideration and Possible Action to Recommend to the Metro Wastewater JPA/Commission Approval of the FY 2027 Metro Wastewater JPA Budget (Karyn Keze/Lee Ann Jones-Santos/Adriana Ochoa) (**Attachment**)
5. **ACTION:** Consideration and Possible Action to Recommend to the Metro Wastewater JPA/Metro Commission Approval of the Following Budget/Contract Items Relating to FY 2027:
 - a. Agreement For Financial Consultant Services Between Metro Wastewater Joint Powers Authority and Karyn Keze for FY 2027 through FY 2030 (Adriana Ochoa) (**Attachment**)
 - b. Agreement For Professional Services Between Metro Wastewater Joint Powers Authority and Dexter Wilson Engineering, INC. for FY 2027 through FY 2030 (Karyn Keze/Adriana Ochoa) (**Attachment**)
 - c. Agreement For Professional Services Between Metro Wastewater Joint Powers Authority and Rodney Greek, CPA for FY 2027 through FY 2030 (Karyn Keze/Adriana Ochoa) (**Attachment**)
 - d. Agreement for Administrative Services Between Metro Wastewater Joint Powers Authority and Lori Peoples for FY 2027 through FY 2030 (Karyn Keze/Adriana Ochoa) (**Attachment**)
 - e. Reimbursement Agreement for Administrative Services by and Between the City of San Diego and Metro Wastewater Joint Powers Authority (Administrative Services) (Lee Ann Jones-Santos/Adriana Ochoa) (**Attachment**)
 - f. Reimbursement Agreement for Professional Services by and Between City of San Diego and Metro Wastewater Joint Powers Authority (Engineering Services)(Lee Ann Jones-Santos/Adriana Ochoa) (**Attachment**)

6. **DISCUSSION/ACTION**: Computer Replacement - Board Secretary (Lee Ann Jones-Santos) (**Attachment**)
7. **Review of Items to be Brought Forward to the Metro JPA/Commission**
8. **Other Business of the Finance Committee**
9. **Adjournment**

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

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

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

In compliance with the AMERICANS WITH DISABILITIES ACT

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



Metro Wastewater JPA Finance Committee Meeting
March 24, 2026
Minutes

The meeting was called to order: 10:03 a.m. by Committee Chair De Hoff

1. ROLL CALL

Committee Members' Present:

Peter De Hoff, Poway (Chair)
José Preciado (Remote)
Ditas Yamane, National City (remote)
Mark Robak, Otay Water

Committee Members Absent:

Jerry Jones, Lemon Grove Sanitation District (Vice Chair) (arrived at 10:17 am)
Mitch McKay, City of Imperial Beach (Absent)

Support Staff:

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

Others:

Blake Behringer, Metro TAC Chair (remote)

General Public:

None

2. PUBLIC COMMENT

There were no public comments.

3. **ACTION: APPROVAL OF THE MINUTES FROM FEBRUARY 24, 2026, FINANCE COMMITTEE REGULAR MEETING**

ACTION: Motion by Director Robak, seconded by Director Yamane, to approve the Minutes. Motion carried as follows:

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

4. **ACTION: CONSIDERATION AND POSSIBLE ACTION TO RECOMMEND TO THE METRO COMMISSION/METRO WASTEWATER JPA APPROVAL OF THE FOLLOWING BUDGET ADJUSTMENTS FOR FY 2026 AND CORRESPONDING CONTRACT AMENDMENTS:**

- a. **Budget Increase of \$25,000 for Treasurer Services; and corresponding Second Amendment to the Professional Services Agreement between Metro Wastewater Joint Powers Authority and Rodney Greek, CPA**

Executive Director Keze provided a brief verbal overview of the presentation provided in the agenda package for Item 4a, noting the contract amendments to the Treasurer's contract which were a not-to-exceed amount.

ACTION: Motion by Director Yamane, seconded by Director Preciado, to approve the budget increase of \$25,000. Motion carried as follows:

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

- b. **Budget Increase of \$26,000 for Technical, Financial, and Administrative Coordination Services; and Fourth Amendment to the Professional Services Agreement between Metro Wastewater Joint Powers Authority and The Keze Group, LLC**

General Counsel Ochoa provided a brief verbal overview of the presentation provided in the agenda package for Item 4b, noting the increase was a not-to-exceed amount of \$26,000 and that the scope was outlined in Attachment A, Table, Page 2 which showed the projected tasks over and under budget.

ACTION: Motion by Director Preciado, seconded by Director Yamane, to approve the budget increase of \$26,000. Motion carried as follows:

AYES: De Hoff, Preciado, Robak, Yamane
NAYS: None
ABSTAIN: Jones (as he arrived at the end of the presentation)
ABSENT: McKay

5. **ACTION: CONSIDERATION AND POSSIBLE ACTION TO RECOMMEND TO THE METRO COMMISSION/METRO WASTEWATER JPA APPROVAL OF THE FOLLOWING SCOPES OF WORK FOR CONTRACT ITEMS RELATING TO FY 2027 BUDGET:**

General Counsel Ochoa clarified that the materials presented were limited to the scopes of work, and that the full contracts and agreements, aligned with the budget, will be provided at the next meeting.

a. Professional Services Agreement with The Keze Group, LLC for Financial Management Services for FY 2027 through FY 2030

General Counsel Ochoa Provided a brief verbal overview of the proposed agreement based on the scope included in the agenda package.

b. Professional Services Agreement with Dexter Wilson Engineering for Engineering Services for FY 2027 through FY 2030

Executive Director Keze provided a brief overview of the proposed scope.

c. Professional Services Agreement between Metro Wastewater Joint Powers Authority and Rodney Greek, CPA for Treasurer Services for FY 2027 through FY 2030

Executive Director Keze provided a brief overview of the proposed scope for the Treasurer and Assistant Treasurer.

d. Agreement for Administrative Support Services with Lori Anne Peoples for FY 2027 through FY 2030

Executive Director Keze provided a brief verbal overview of the Administrative Support Agreement.

ACTION: Motion by Vice Chair Jones, seconded by Director Preciado, to approve the four scopes 5a through 5d as presented Motion carried as follows:

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

6. **DISCUSSION: Existing Programs: CONTINUED REVIEW, DISCUSSION AND DIRECTION ON THE FY 2027 DRAFT BUDGET**

Executive Director Keze provided an overview of the changes in the budget vs actual projections. She noted two adjustments to the Treasurer's contract: an increase to support website-related assistance and the addition of costs associated with research into such things as membership in external organizations and liability insurance that had not previously been budgeted. In addition, the Treasurer position requires a bond. These items resulted in a 2% increase in the year-end forecast.

The FY 2027 operating budget reflects adjustments to align with current cost assumptions and organizational changes. These include updates to the proposed Executive Director position based on candidate proposals, additional support for SARA implementation within the Financial Consultant scope, and adjustments to the Treasurer's hourly rate.

The proposed FY 2027 budget reflects an increase of approximately \$77,000 since the February draft. Attachment 1 provides the FY 2026 projected year-end, and Attachment 2 summarizes the proposed FY 2027 budget.

Ms. Keze recommended that, once the budget is finalized in April, any increase over the prior year be offset through the use of available operating reserves, allowing Participating Agency billing to remain consistent with FY 2026 levels. Table 4 on Attachment 2 summarizes the comparison of the current and prior year fund balances and the available reserves.

7. **DISCUSSION: Potential New Programs: CONSIDERATION AND POSSIBLE ACTION TO INCLUDE NEW BUDGET ITEMS IN FY 2027 DRAFT BUDGET**

a. **Memberships in Organizations & Conference Attendance**
i. CSDA

Executive Director Keze provided a brief verbal overview noting that the JPA was offered and joined CSDA for a trial period that ends on June 30th. She and Assistant Treasurer Jones-Santos will be attending an on-line training course on SB 87. Additionally, she has been monitoring daily emails received and found a couple that

were useful, for example one in regard to use of logos and another regarding pooled insurance programs.

ii. CASA, Etc.

Executive Director Keze noted that CASA has great advocacy and partners with all water agencies, CSDA and the California League of Cities. The entire Board would be able to join and participate along with staff and they have offered a 2026 calendar year trial membership. She suggested that possibly the two Vice Chairs should be the trial members instead of or in addition to staff.

Director Keze also noted that a policy will be written pertaining to travel costs to include conference costs, travel, accommodation, and meals as part of the 2027 update to the Policies and Procedures Manual. The new/revised policies will be presented to and reviewed by the Succession Planning AdHoc and the Finance Committees.

b. **Social Media** (Adriana Ochoa/Karyn Keze/Lee Ann Jones-Santos)

i. Liability Insurance

Assistant Treasurer Jones-Santos stated she was still pending information on this item but had received a verbal estimate from CSDA's pooled insurance plan of \$7,000 without cyber plus \$2,000 required membership to participate in the pool. These amounts have been included in the FY 2027 draft budget.

Director Yamane left the meeting at 11:24 am

c. **Minimum/Fixed Charge for Annual JPA Billings**

Executive Director Keze stated that there will be three more PAs removing flows soon when the ECAWP project goes on line in April 2027, so it is no longer just Del Mar with reduced flows from Metro. She and the Assistant Treasurer had drafted some sample examples of the potential basis for a fixed charge to be added to the current flow/strength based JPA membership dues.

Vice Chair Jones stated a fixed charge should include per diems for AdHoc', regular meetings, and sub committees as well as admin tasks such as agenda preparation.

Executive Director Keze recommended consideration for \$3,000 as a starting point and then possibly increase this to actual costs and that the charge should be phased in. General Counsel provided her an example of SOCWA's fee structure. SOCWA had prepared an in-house study from which she took their %'s and applied it to our budget with the final estimate being \$19,661 per agency of fixed

costs. General Counsel Ochoa noted that the wording in the JPA Agreement/Bylaws would need to be change and recommended the wording in the Agreement be revised to say “however, in no event should any participating agency pay less than \$”.

Chair De Hoff requested the committee wait until SARA is passed and then bundle everything together for presentation with other changes that need to be made to the JPA Agreement and Bylaws

The committee concurred.

Director Preciado left the meeting at 11:52

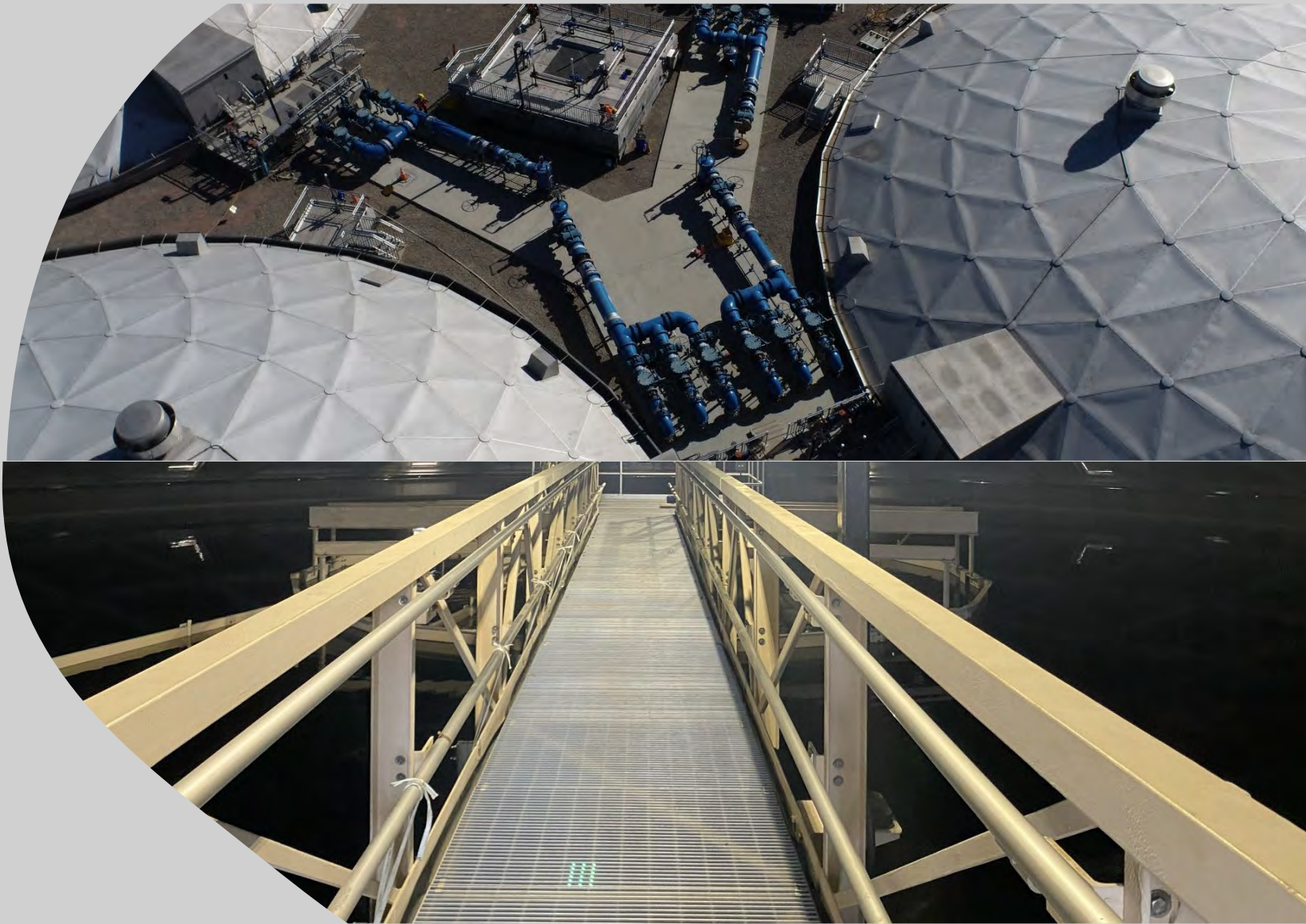
8. **REVIEW OF ITEMS TO BE BROUGHT FORWARD TO THE METRO JPA/METRO COMMISSION**

Items 4a and 4b will be brought forward to the April Metro JPA/Metro Commission Meeting.

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

None.

10. **ADJOURNMENT:** There being no further business, Committee Chair De Hoff declared the meeting adjourned at 11:56 am



METRO WASTEWATER JPA

FY 2027 OPERATING BUDGET

(DRAFT)

APRIL 20, 2026

Metro Wastewater JPA Mission Statement (2025)

The Metro JPA's mission is to create an equitable partnership with the San Diego City Council and Mayor on regional wastewater issues. The JPA achieves this through these guiding principles:

- Strive to ensure fair rates for all participating agencies, to protect the environment, and to make regionally balanced decisions.
- Advocate for services to be delivered safely, reliably, and at the lowest possible cost.
- Support stakeholder collaboration, open dialogue, and making data-informed policy decisions.

Thank You to the City of San Diego for Pictures of the Pure Water Program Phase 1 Projects.

Cover: North City Water Reclamation Plant Expansion - Secondary Clarifiers - Interior (Operational) and exterior with RAS Piping - January 2026



TO: Metro Wastewater JPA Directors
FROM: Karyn L. Keze, Executive Director
DATE: April 20, 2026
RE: Agenda Item No. 4, FY 2027 JPA OPERATING BUDGET

INTRODUCTION

The FY 2027 Operating Budget for the Metro Wastewater Joint Powers Authority (JPA) has been developed to support the JPA's continued transition from planning to implementation of major regional initiatives, while maintaining a disciplined and stable financial approach.

The proposed budget reflects modest increases associated with organizational and operational adjustments, including updated consultant agreements and the establishment of a standalone Executive Director role. Consistent with directions provided by the Finance Committee, the budget incorporates the use of available reserves and non-operating revenues to maintain stable Participating Agency billing levels.

FY 2027 BUDGET OVERVIEW AND ORGANIZATIONAL TRANSITION

Over the past six years, the JPA has evolved from an observer to an active participant in regional wastewater—and, at times, water—issues affecting the San Diego Metro Wastewater System (Metro). Prior to FY 2020, the JPA's technical role focused primarily on reviewing Metro costs through the annual Exhibit E audit for contract compliance, and the organization was largely supported by a financial consultant, with limited engineering support on an as-needed basis.

That role began to expand during the first Amended and Restated Agreement (ARA) negotiations, when engineering consultants were engaged to support design and operations cost reviews for Pure Water Phase 1. As a result, JPA engineering and financial consultants helped secure more accurate and equitable Phase 1 cost allocations, shifting over \$200 million (16%) in project costs from the Metro System to the City of San Diego's water utility.

Additional refinements to cost allocation methodologies have continued to generate measurable savings to the Metro System and directly reduce the financial burden on the Participating Agencies (PAs). These adjustments continue to be reviewed annually as

part of the Exhibit E audit process. To support this expanded level of technical oversight, the JPA Operating Budget evolved accordingly.

With the initiation of the Second Amended and Restated Agreement (SARA) negotiations in April 2021, the JPA's role further expanded through a collaborative partnership with the City of San Diego Public Utilities Department (PUD). This effort culminated in the release of a final draft in October 2025 and approval by eleven Participating Agencies and the City of San Diego by early April 2026.

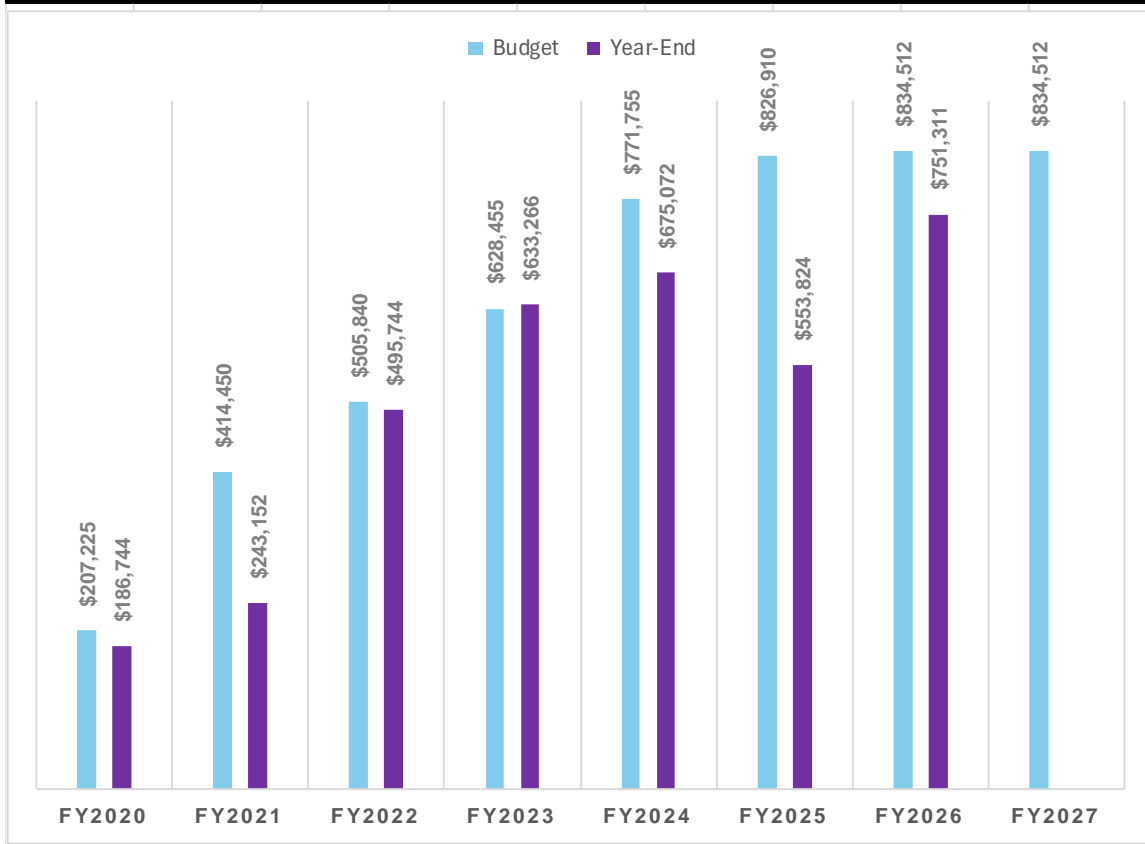
This collaboration also led to the development and adoption of the Functional Allocation Billing (FAB) system, a modernized approach to Metro cost allocation approved by the JPA in January 2026 and now moving into implementation in FY 2027.

Today, JPA consultants support major regional initiatives, including capital planning for key infrastructure, Pure Water Phase 2, regulatory compliance efforts, and the Regional Inflow and Infiltration (I&I) Study.

With SARA and FAB transitioning from development to implementation, the role of the JPA—and its consultants—is evolving. The FY 2027 budget reflects this transition. All major consultant agreements expire June 30, 2026. Following review by the Succession Planning and Executive Director Ad Hoc Committees, and recommendation by the Finance Committee, the Board is being presented with updated four-year agreements for the JPA's core consulting functions. In addition, the Executive Director role—established in FY 2025—is being formalized as a standalone position beginning in FY 2027, reflecting the increasing scope of the JPA's responsibilities.

Chart 1 illustrates the trend in operating expenditures from FY 2021 to present. While the budget increased through FY 2024 to support expanded responsibilities, it has since stabilized. During this same period, the JPA's financial position has strengthened significantly through the full funding of operating and contingency reserves, allowing Participating Agency billings to remain consistent in FY 2026 and FY 2027.

**CHART 1
BUDGET VS. ACTUAL FY 2020 - FY 2027**



Prior to FY 2025, the JPA did not operate under a formal long-term financial framework. The development and implementation of structured financial policies, including reserve funding, has strengthened the JPA’s financial management and supports the stability reflected in the FY 2027 Budget.

ORGANIZATIONAL AND STRATEGIC PLANNING PROGRESS

Over the past several years, the Metro Wastewater JPA has taken deliberate steps to formalize its internal operations and strengthen its capacity to manage an expanding role in regional wastewater planning and oversight.

In FY 2024, the JPA formed a Reorganization Ad Hoc Committee, which resulted in the development of the agency’s first formal organizational structure. This effort clarified the roles and responsibilities of the JPA’s consultants, established a central point of administrative coordination, and created the position of Executive Director. These changes provided the JPA with a defined framework for internal management and decision-making and marked an important step in the agency’s organizational maturation.

Building on that foundation, in FY 2025 the JPA established a Strategic Planning Ad Hoc Committee to develop a set of Strategic Goals and Objectives to guide the agency's work over the next five years. These priorities reflect the JPA's expanded technical role and increasing involvement in regional initiatives. During FY 2026, these goals and objectives have been refined and incorporated into a formal Strategic Plan to guide the JPA through the implementation phase of SARA, FAB, and other major programs. (See **Attachment 1**: Metro Wastewater JPA Mission Statement and Strategic Goals & Objectives)

Also in FY 2025, the Board established a Succession Planning Ad Hoc Committee to evaluate the JPA's long-term organizational structure and staffing approach in advance of the June 30, 2026, expiration of all major consultant contracts. Through FY 2026, the Committee, together with the Executive Director Ad Hoc Committee, conducted a comprehensive review of consultant roles, responsibilities, and performance, and developed recommendations to continue a consultant-based structure supported by updated four-year agreements.

A key outcome of this process is the formal transition of the Executive Director role into a standalone position beginning in FY 2027. This change reflects both the increasing complexity of the JPA's responsibilities and the need for dedicated executive-level coordination to support Board priorities, regional collaboration, and implementation of major initiatives. (See **Attachment 2**: FY 2027 Organizational Chart.)

Together, these efforts have established a more structured, intentional, and sustainable organizational framework for the JPA in FY 2027. As the agency moves into the implementation phase of SARA and FAB, it is well positioned to support regional decision-making, manage its technical responsibilities, and maintain clear and consistent coordination with Participating Agencies and the City of San Diego.

FY 2026 MILESTONES

FY 2026 marked a year of significant progress in governance, financial management, and regional coordination. These accomplishments reflect the JPA's continued evolution and readiness to transition from planning to implementation. Key milestones include:

Governance and Organizational Structure

- **Adoption of the JPA's First Policies and Procedures Manual**

The Board adopted the JPA's first comprehensive Policies and Procedures Manual, establishing formal Board and financial policies, including the agency's first Investment Policy. This milestone represents a significant step in strengthening governance, internal controls, and financial and management oversight.

- **Completion of Consultant Performance Review and Contract Strategy**
The Succession Planning and Executive Director Ad Hoc Committees completed a comprehensive review of consultant roles and performance, resulting in recommendations for updated four-year agreements to support continuity and organizational effectiveness.
- **Transition to a Standalone Executive Director Role**
The Board advanced the transition of the Executive Director position into a dedicated role beginning in FY 2027, reflecting the increasing scope and complexity of the JPA's responsibilities.

Financial Management and Stability

- **Development and Implementation of a Formal Financial Framework**
The JPA established a more structured financial approach, including the full funding of operating and contingency reserves, improving financial stability and enabling more predictable long-term planning.
- **Stabilization of Participating Agency Billing**
Through disciplined financial planning and reserve management, the JPA maintained consistent billing levels to Participating Agencies despite increasing responsibilities and system-wide cost pressures.
- **Enhanced Investment Strategy and Increased Interest Earnings**
With the adoption of the Investment Policy, the JPA is now able to actively manage and invest its operating funds and reserves. This has significantly improved interest earnings, increasing from nominal levels in prior years to a projected \$24,000 in FY 2027.
- **Expansion of Cost Recovery and Revenue Sources**
The JPA successfully negotiated, for the first time, reimbursement from the City of San Diego for a portion of engineering support costs associated with regional efforts, including FAB, the Inflow and Infiltration (I&I) Study, and other technical services. This agreement is expected to generate approximately \$65,000 in revenue by the end of FY 2026. The JPA will continue to pursue similar cost recovery opportunities under future engineering agreements.

Operational Improvements

- **Website Redesign and Modernization Project**
The JPA initiated a comprehensive website update, including completion of a competitive procurement process and selection of a new platform. The updated website will improve accessibility, transparency, and public access to JPA information, with project completion anticipated by June 30, 2026.
- **Implementation of ACH Payment Processing**
The JPA also initiated the transition from paper checks to electronic ACH payments for vendors and Board member per diems. This modernization improves administrative efficiency, reduces processing time and costs, and provides more timely and convenient payment to recipients.

Regional Programs and Implementation

- **Advancement and Approval of SARA and Administrative Agreement No. 1 (AA1)**

Eleven of the twelve Participating Agencies, along with the City of San Diego, have approved SARA and AA1. These actions represent significant regional progress toward implementing an updated governance and administrative framework for the Metro System.

- **Adoption of the Functional Allocation Billing (FAB) Framework**

The JPA approved the FAB methodology, modernizing the regional cost allocation framework to better reflect system use, support long-term financial stability, and align with evolving system operations.

- **Expanded Regional Coordination and Technical Engagement**

JPA consultants continued active participation in major regional initiatives, including Pure Water implementation, capital planning for key facilities, regulatory compliance efforts, and the regional Inflow and Infiltration (I&I) Study.

METRO WASTEWATER JPA FY 2027 OPERATING BUDGET

FY 2027 BUDGET OVERVIEW

The proposed FY 2027 Operating Budget totals **\$867,894**, representing an increase of **\$33,382 (4%)** over the FY 2026 Adopted Budget and **\$116,583** above projected FY 2026 year-end expenditures. A full summary of FY 2026 Projected Budget Versus Actuals can be found in **Attachment 3**.

The FY 2027 increase reflects targeted adjustments associated with the JPA's organizational transition, including the standalone Executive Director role, updated consultant agreements, and the addition of Insurance and Memberships.

A summary of the proposed FY 2027 budget and comparison to FY 2026 is provided in **Table 1**. Detailed schedules of the budget tables are included in the Appendices. The full FY 2027 budget and comparison to FY 2026 can be found in **Attachment 4**.

TABLE 1						
FY 2026 VS. FY 2027 PROPOSED OPERATING BUDGET						
	FY 2026			FY 2027 Proposed		
	Approved	Forecast	Over/(Under)	Budget	Difference FY 2026	
Administration & Finance	\$322,800	\$360,688	\$ 37,888	\$432,950	\$110,150	34%
General & Administrative Expens	\$ 15,632	\$ 14,893	\$ (739)	\$ 27,114	\$ 11,482	73%
Professional Services	\$496,080	\$375,730	\$ (120,350)	\$407,830	\$ (88,250)	-18%
TOTAL	\$834,512	\$751,311	\$ (83,201)	\$867,894	\$ 33,382	4%

Consistent with Finance Committee direction, the proposed budget incorporates the use of available reserves, after meeting policy-required levels, together with non-operating revenues to offset the increase in expenditures. As a result, the base amount billed to the PAs as Membership Dues will remain unchanged from FY 2026.

PA billing will remain at **\$790,855**, with the remaining budget funded through a combination of reserve use and non-operating revenues as shown in **Table 2** below. This approach maintains stable and predictable costs during a period of organizational transition.

Income:	FY 2027 Budget	Difference from FY 2026 Budget		Variances in Line Items Compared to the FY 2026 budget
Membership Dues	\$ 790,855	\$ (0)	0%	Recommend billing same amount as FY 2026
Use of Reserves	\$ 26,530	\$ 26,530	100%	Reserves used to maintain budget at FY2026 level
City of San Diego	\$ 27,000	\$ -	0%	Base contract rebudgeted
Interest Income	\$ 23,509	\$ 6,852	29%	Increase due to reserve funds in LAIF
	\$ 867,894	\$ 33,382	4%	

SECTION 1: KEY BUDGET CHANGES

The FY 2027 Operating Budget reflects a limited number of targeted adjustments aligned with the JPA's continued organizational transition, refinement of its financial framework, and support of its expanded regional responsibilities. Key changes from the FY 2026 Adopted Budget include and are summarized in **Table 3:**

- **Establishment of a Standalone Executive Director Position:**
Beginning in FY 2027, the Executive Director role is implemented as a dedicated position, separate from the Financial Consultant scope. This change reflects the increasing scope and complexity of the JPA's responsibilities and provides focused executive-level coordination to support Board priorities and regional initiatives.
- **Alignment of Consultant Contracts with Four-Year Agreements:**
Budgeted amounts for the Treasurer, Financial Consultant, Board Secretary, and Engineering Consultant have been updated to reflect proposed four-year contract terms. These adjustments support continuity, clarify roles and responsibilities, and align compensation with the JPA's current operational needs.
- **Addition of Insurance as a Budget Category:**
The FY 2027 budget includes, for the first time, funding for liability insurance coverage to support the JPA's governance and risk management framework. This addition reflects standard organizational practices and aligns with the JPA's maturing structure.
- **Addition of Memberships and Professional Dues:**
The budget incorporates costs associated with participation in professional organizations, specifically membership in CSDA, which is potentially required in connection with the JPA's liability insurance coverage. These memberships provide access to governance resources, training, and industry best practices relevant to JPA operations.

TABLE 3				
CHANGES: FY 2027 PROPOSED OPERATING BUDGET				
Expense:	FY 2027 Budget	Difference from FY 2026 Budget		Variations in Line Items Compared to the FY 2026 budget
EXISTING PROGRAMS:				
Audit Fees	\$ -	\$ (23,630)		Biannual Audit - Next in FY2028
Executive Director	\$ 126,000	\$ 126,000	100%	New Position
Bank Charges	\$ 600	\$ 400	67%	Updated for LAIF Wire Transfers & ACH
Financial Consultant	\$ 124,000	\$ (44,000)	-35%	Decrease - SARA & ED tasks
Treasurer	\$ 78,150	\$ 28,150	36%	Inclusion of webmaster scope + financial requirements
Miscellaneous	\$ 1,500	\$ 250	17%	Increased by Treasurer's Bond
Printing, Postage, Supplies	\$ 1,000	\$ 200	20%	Increase based on actual expense forecast
Engineering	\$ 153,880	\$ (46,120)	-30%	Decrease following SARA draft completion
IT & Communications	\$ 1,500	\$ (18,500)	-1233%	Decrease due to Website Update
Website Maintenance & Hosting	\$ 4,414	\$ 632	14%	Year 2 of IonBlade Contract - Managed Support
NEW PROGRAMS:				
Memberships	\$ 2,000	\$ 2,000	100%	CSDA membership required for SDRMA Insurance
Insurance	\$ 7,000	\$ 7,000	100%	Preliminary estimate from SDRMA w/o Cyber
TOTAL	\$ 491,044	\$ 47,012	10%	

The Succession Planning Ad Hoc Committee and the Finance Committee will continue to evaluate the JPA's participation in professional organizations and the scope of liability insurance coverage, with current budgeted amounts subject to refinement as recommendations and associated policies are developed and brought forward for Board consideration and approval during FY 2027.

SECTION 2: RESERVE STRATEGY AND PARTICIPATING AGENCY BILLING

The FY 2027 Operating Budget reflects modest expenditure increases while maintaining stable Participating Agency billings. The proposed budget includes a net increase of **\$33,382** over the FY 2026 Adopted Budget. Consistent with Finance Committee direction, this increase is offset through the use of available reserves, after meeting policy-required levels, together with non-operating revenues.

As shown in **Table 4**, the projected FY 2026 year-end fund balance, after meeting required Operating and Contingency Reserve levels, provides sufficient available funds to support this approach. As a result, Participating Agency total Membership Dues for FY 2027 remain unchanged at **\$790,855**. This approach reflects the effectiveness of the JPA's financial framework and the role of reserves in smoothing year-to-year fluctuations.

**TABLE 4
SUMMARY OF PROJECTED FUND BALANCES AND RESERVES**

Fund Balance at 6/30/25	\$ 740,157
Projected Net Income FY 26	\$ 142,422
Projected 6/30/26 Fund Balance	\$ 882,579
4 Months Operating Expenses FY'27	\$ 289,298
3 Months Contingency Reserve FY'27	\$ 216,974
Amount over Required Reserves	376,307

Table 5 (and Attachment 5A) summarizes actual billing for FY 2025 and FY 2026 and compares it to projected FY 2027 base allocations. Membership Dues are allocated using the same methodology as the annual City of San Diego's Metro billings, based on projected flows and wastewater strength.

**TABLE 5
FY 2027 MEMBERSHIP DUES BILLINGS AND PRIOR YEAR COMPARISONS**

<i>Budget Allocated</i>		\$ 790,855	\$ 197,714	\$ 988,569		\$ 790,855				
	ACTUAL FY 2025 BILLING				ACTUAL FY 2026 BILLING		PROPOSED FY 2027 BILLING			
<i>Agency</i>	<i>Per Cent</i>	<i>Base Amount</i>	<i>Reserve</i>	<i>Amount</i>	<i>Per Cent</i>	<i>Amount</i>	<i>Per Cent</i>	<i>Amount</i>		
	<i>Agency Billing %</i>	<i>Total Base Budget Billing</i>	<i>Reserve Contribution Per Agency</i>	<i>Total FY 2025 + Reserve</i>	<i>Agency Billing %</i>	<i>Total Agency Billing</i>	<i>Agency Billing %</i>	<i>Total Agency Billing</i>	<i>Difference FY2026</i>	
<i>Chula Vista</i>	33.03%	\$ 261,255	\$ 65,314	\$ 326,569	30.57%	\$ 241,795	32.93%	\$ 260,417	\$ 18,623	7.7%
<i>Coronado</i>	2.64%	\$ 20,870	\$ 5,218	\$ 26,088	2.31%	\$ 18,232	2.46%	\$ 19,449	\$ 1,217	6.7%
<i>County of SD*</i>	17.02%	\$ 134,572	\$ 33,643	\$ 168,215	17.40%	\$ 137,631	17.86%	\$ 141,236	\$ 3,605	2.6%
<i>Del Mar</i>	0.03%	\$ 212	\$ 53	\$ 264	0.02%	\$ 170	0.03%	\$ 212	\$ 42	24.8%
<i>El Cajon</i>	14.43%	\$ 114,097	\$ 28,524	\$ 142,621	16.25%	\$ 128,518	11.19%	\$ 88,481	\$ (40,037)	-31.2%
<i>Imperial Beach</i>	3.89%	\$ 30,765	\$ 7,691	\$ 38,456	3.92%	\$ 31,010	4.16%	\$ 32,863	\$ 1,852	6.0%
<i>La Mesa</i>	7.15%	\$ 56,520	\$ 14,130	\$ 70,649	6.75%	\$ 53,410	7.29%	\$ 57,668	\$ 4,258	8.0%
<i>Lemon Grove</i>	3.21%	\$ 25,350	\$ 6,338	\$ 31,688	2.31%	\$ 18,268	2.73%	\$ 21,618	\$ 3,350	18.3%
<i>National City</i>	7.64%	\$ 60,414	\$ 15,104	\$ 75,518	7.50%	\$ 59,289	7.99%	\$ 63,151	\$ 3,862	6.5%
<i>Otay Water District</i>	0.65%	\$ 5,101	\$ 1,275	\$ 6,376	0.55%	\$ 4,380	0.81%	\$ 6,420	\$ 2,040	46.6%
<i>Padre Dam MWD</i>	6.27%	\$ 49,625	\$ 12,406	\$ 62,032	8.40%	\$ 66,432	8.61%	\$ 68,057	\$ 1,625	2.4%
<i>Poway</i>	4.06%	\$ 32,073	\$ 8,018	\$ 40,092	4.01%	\$ 31,722	3.96%	\$ 31,285	\$ (437)	-1.4%
Total	100%	790,855	\$ 197,714	\$ 988,569	100.0%	\$ 790,855	100.00%	\$ 790,855	\$ (0)	0.0%

* County of SD includes East Otay Mesa, Lakeside/Alpine, Spring Valley, Wintergardens
 **Based on 3/19/26 flow adjustments to FY 2027 January Budget Estimate

Variations between FY 2026 and FY 2027 allocations reflect changes in projected flows, including the initial transition associated with the East County Advanced Water Purification (ECAWP) facilities. Consistent with this methodology, changes in any agency's flows result in corresponding adjustments to cost allocations among all Participating Agencies.

SECTION 3: BILLING METHODOLOGY AND FY 2020 RECONCILIATION

The calculation of FY 2027 Membership Dues includes two components:

1. **FY 2027 Base Allocation** based on projected flows and strength
2. **True-Up Adjustment** from prior years based on audited data

Consistent with the City of San Diego’s methodology, prior year allocations are adjusted based on audited flows and loads. During FY 2026, the City of San Diego completed its FY 2020 audit, and the JPA has incorporated the corresponding reconciliation into their Membership billing.

Table 6 (and Attachment 5B) summarizes the FY 2020 true-up adjustments of the JPA’s 2020 budget when the audited agency allocations are applied.

	FY2020 JPA Budget		FY 2020 Audit*		Reconciliation
	San Diego Flow / Strength %	Agency Allocation	San Diego Flow / Strength %	Agency Allocation	Due to/ Due from
Chula Vista	30.18%	\$ 135,162	31.33%	\$ 140,332.96	\$ 5,170.96
Coronado	3.51%	\$ 15,729	2.62%	\$ 11,753.61	\$ (3,975.39)
County of SD	16.98%	\$ 76,056	16.30%	\$ 73,004.32	\$ (3,051.68)
Del Mar	0.06%	\$ 257	-0.01%	\$ (24.56)	\$ (281.56)
El Cajon	14.69%	\$ 65,784	13.83%	\$ 61,958.16	\$ (3,825.84)
Imperial Beach	3.70%	\$ 16,550	3.88%	\$ 17,375.70	\$ 825.70
La Mesa	7.66%	\$ 34,291	9.23%	\$ 41,324.32	\$ 7,033.32
Lemon Grove	3.49%	\$ 15,614	3.63%	\$ 16,271.61	\$ 657.61
National City	7.04%	\$ 31,551	8.16%	\$ 36,561.37	\$ 5,010.37
Otay Water District	0.92%	\$ 4,106	0.58%	\$ 2,616.37	\$ (1,489.63)
Padre Dam MWD	6.71%	\$ 30,035	5.06%	\$ 22,654.28	\$ (7,380.72)
Poway	5.07%	\$ 22,715	5.36%	\$ 24,021.86	\$ 1,306.86
Total	100.00%	\$ 447,850	100.00%	\$ 447,850.00	\$ 0.00

*Based on City of San Diego Final FY 2020 Audit and Reconciliation

When combined with the FY 2027 base allocations, the resulting total Membership Dues for each Participating Agency are shown in **Table 7** (and Attachment 5C).

**TABLE 7
FY 2027 BUDGET FUNDING INCLUDING FY2020 BUDGET TRUE-UP**

Agency	FY 2027 BILLING		FY2027 w/FY 2020 True-Up	
	Per Cent	Amount		
	Agency Billing %	Total Agency Billing	FY 2020 True-Up	Total FY 2027 Billing
<i>Chula Vista</i>	32.93%	\$ 260,417	\$ 5,171	\$ 265,588
<i>Coronado</i>	2.46%	\$ 19,449	\$ (3,975)	\$ 15,473
<i>County of SD*</i>	17.86%	\$ 141,236	\$ (3,052)	\$ 138,184
<i>Del Mar</i>	0.03%	\$ 212	\$ (282)	\$ (70)
<i>El Cajon</i>	11.19%	\$ 88,481	\$ (3,826)	\$ 84,655
<i>Imperial Beach</i>	4.16%	\$ 32,863	\$ 826	\$ 33,688
<i>La Mesa</i>	7.29%	\$ 57,668	\$ 7,033	\$ 64,701
<i>Lemon Grove</i>	2.73%	\$ 21,618	\$ 658	\$ 22,275
<i>National City</i>	7.99%	\$ 63,151	\$ 5,010	\$ 68,161
<i>Otay Water District</i>	0.81%	\$ 6,420	\$ (1,490)	\$ 4,930
<i>Padre Dam MWD</i>	8.61%	\$ 68,057	\$ (7,381)	\$ 60,676
<i>Poway</i>	3.96%	\$ 31,285	\$ 1,307	\$ 32,592
Total	100.00%	\$ 790,855	\$ 0.00	\$ 790,855

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

SECTION 4: CONCLUSION AND RECOMMENDATION

The FY 2027 Operating Budget reflects the continued maturation of the Metro Wastewater JPA as it transitions from planning to implementation of major regional initiatives, including SARA and the Functional Allocation Billing (FAB) framework. The proposed budget incorporates targeted adjustments to support this transition while maintaining a disciplined and structured financial approach.

Through the implementation of a formal financial framework, including the establishment and full funding of operating and contingency reserves, the JPA is well positioned to manage its responsibilities with greater stability and predictability. The FY 2027 budget demonstrates the effectiveness of this approach by accommodating necessary organizational and operational changes while maintaining stable Participating Agency billing.

Based on the review and recommendation of the Finance Committee, it is recommended that the Board adopt the FY 2027 Operating Budget, subject to any final adjustments related to Executive Director compensation, insurance, and memberships, as needed during the upcoming fiscal year.

ATTACHMENT 1

Metro Wastewater JPA Mission Statement and Strategic Goals & Objectives



Morena Pump Station Roof – Pipe Supports – January 2026

Metro JPA 2025 Mission Statement and Strategic Goals & Objectives

Mission Statement

The Metro JPA’s mission is to create an equitable partnership with the San Diego City Council and Mayor on regional wastewater issues. The JPA achieves this through these guiding principles:

- Strive to ensure fair rates for all participating agencies, to protect the environment, and to make regionally balanced decisions.
- Advocate for services to be delivered safely, reliably, and at the lowest possible cost.
- Support stakeholder collaboration, open dialogue, and making datainformed policy decisions.

Strategic Goal 1 - Oversee METRO System Management and

Operations: The METRO JPA and METRO TAC must continue their oversight (i.e., monitor, review, audit, value-engineer, negotiate, etc.) of the City of San Diego’s management and operation of the METRO System on behalf of the Participating Agencies’ ratepayers.

Strategic Objective 1 - Oversee Service and Billing: City of San Diego Public Utilities Department to ensure that services provided to METRO member agencies are efficiently delivered.

Strategic Objective 2 - Oversee Costs and Rates: Oversee the City of San Diego’s METRO wastewater programs, including Pure Water, sewer fees, and recycled water rates to protect the interests of METRO member agencies.

Strategic Objective 3 - Oversee Capital Improvements and Maintenance

Operations: Oversee the City of San Diego’s METRO wastewater system capital improvement program (CIP) and maintenance operations, to protect the environment and the investment of METRO member agencies.

Strategic Objective 4 – Continue Audit Process: Maintain the integrity of the annual audit of the City of San Diego to ensure that only METRO wastewater costs are billed to METRO member agencies.

Strategic Objective 5 - Monitor Billing Equity Framework - Conduct continual review of the billing system, including the progress of new procedures that determine flow and strength allocations to the Participating Agencies. Conduct a review of the flow metering monitoring system, sampling locations, and cost allocation and audit perimeters a minimum of every five years to be consistent with section 3.5.3 of the Amended Restated Agreement.

Strategic Objective 6 – Support Second Amended Restated Agreement (SARA) and Revised Billing Structure (FAB): Advocate for and support the Participating Agencies (PA’s)’s review and approval of the Second Amended Restated Agreement (SARA). Support the successful implementation of the new SARA billing structure (e.g., Functional Allocated Billing (FAB), Industrial Waste Program payments, Administrative Agreement, etc.) contained in the SARA.

Strategic Objective 7 - Monitor and Mitigate Infiltration and Inflow (I&I): Work with the City of San Diego and Participating Agencies to reduce infiltration and inflow (I&I) and Sanitary Sewer Overflows (SSOs). These are becoming more frequent due to conditions of aging infrastructure, as well as increased frequency of storm severity. Participate in a Regional I&I study that will identify ways to reduce I&I and implement recommendations from I&I study as appropriate.

Strategic Objective 8 - Monitor Industrial Waste Provisions: There is extensive language in SARA about monitoring industrial waste and pretreatment requirements. The Metro JPA staff will monitor the fees for industrial users on behalf of the City and Participating Agencies. The financial burden will be retained for the most part by industrial users, but a general benefit to all other users will be recognized in the billing structure. An example of a specific general benefit is that monitoring industrial waste and pretreatment prevents chemicals from being discharged into the sewer system that would upset biological processes in the Metro system needed for proper treatment and disposal.

<p align="center">Strategic Goal 2: Oversight of the City of San Diego’s Water Reuse Planning (Pure Water San Diego) - As the City of San Diego expands the scope of its wastewater operations to include the Pure Water San Diego program, the scope of oversight provided by the METRO JPA and the METRO TAC expands.</p>
<p>Strategic Objective 1 - Oversee and Support OPRA II Legislation: Support the City of San Diego’s efforts to obtain legislation (OPRA II) to allow for secondary equivalency for the Pt. Loma Wastewater Treatment Plant. Obtaining this change in legislation will avoid unnecessary expenses and upgrades to the Pt Loma treatment plant. The Metro JPA staff will maintain ongoing technical, financial and regulatory analyses of the permit process and provide comments to the City of San Diego, METRO Commission and METRO JPA as needed.</p>
<p>Strategic Objective 2 - Oversee Permit Planning for Pt. Loma Treatment Plant: Maintain ongoing technical, financial and regulatory analyses and provide comments to the City of San Diego, METRO Commission and METRO JPA as needed.</p>
<p>Strategic Objective 3 - Oversee Recycled Water Pricing Study: Maintain ongoing technical, financial and regulatory analyses and provide comments to the City of San Diego, METRO Commission and METRO JPA as needed.</p>
<p>Strategic Objective 4 - Monitor Potable Reuse Regulatory Development: Regulations have been adopted for both indirect and direct potable reuse. Metro JPA will continue to monitor, participate and advocate where appropriate for regulatory adoption that is environmentally safe and the most cost-effective.</p>

Strategic Objective 5 - Oversee Pure Water Program, Phase 2, and any Associated Projects: Maintain ongoing technical, financial and regulatory analyses as the location and composition of each facility is determined. As Phase 2 costs are developed, ensure that an appropriate allocation methodology of costs will be established. The Metro JPA supports the City of San Diego in reaching their regulatory purification requirements through value engineering and pursuit of the most cost-effective alternatives. This could include Direct Potable Reuse (DPR) and inclusion of independent purification projects within the service area.

Strategic Objective 6 - Monitor Efforts to Regulate Newly-identified Chemicals and Pollutants - Metro JPA will monitor, participate and advocate for appropriate regulations regarding wastewater pollutants and chemicals, such as PFAS. Metro JPA will collaborate with the City of San Diego to develop the best strategies to minimize potential costs while maintaining appropriate environmental responsibility.

Strategic Objective 7 - Support the City’s Consideration and Analysis of Possible New Sewage and Other Inflow Sources: Monitor and support the City of San Diego’s consideration and analysis of new sources, such as sewage and stormwater, as these opportunities develop.

Strategic Goal 3: - Develop and Maintain Key Partnerships: Effectively partner with the City of San Diego and key stakeholders, working together to ensure fair rates for participating agencies, regionally balanced decisions, and the best possible management for all multi-jurisdiction-use facilities.

Strategic Objective 1 - Commit to Partnering and Professionalism: Work effectively with the City of San Diego and other stakeholders aspiring to high standards of professionalism and a commitment to collaboration.

Strategic Objective 2 - Participate in Committees and Projects: Work collaboratively on projects and committees such as the Financial Implementation Group (FIG) and the Infiltration and Inflow (I&I) study.

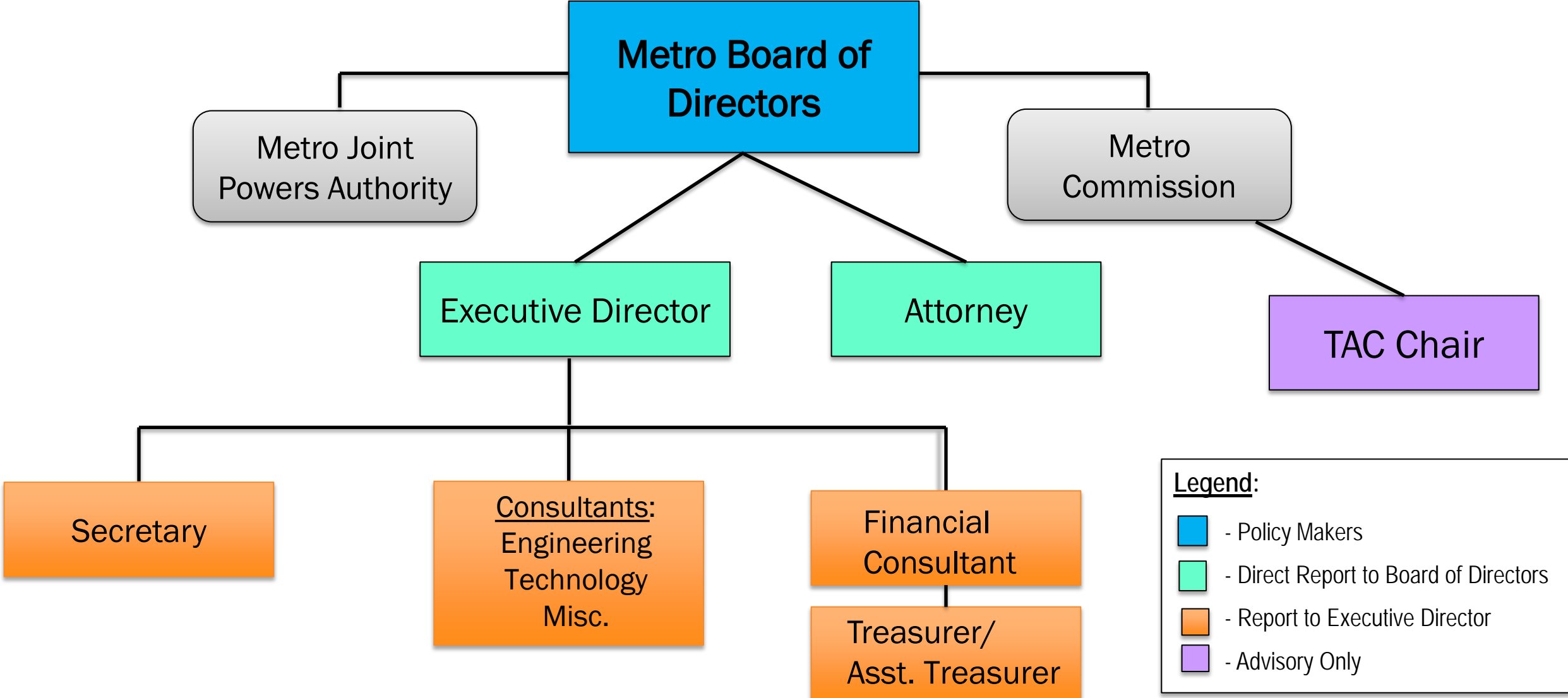
ATTACHMENT 2

Metro Wastewater JPA 2027 Organizational Chart



North City Water Reclamation Plant Expansion
Secondary Clarifier Interior in Operation – March 2026

Metro JPA Organizational Chart FY 2027



Legend:

- - Policy Makers
- - Direct Report to Board of Directors
- - Report to Executive Director
- - Advisory Only

ATTACHMENT 3

Metro Wastewater JPA FY 2026 Budget Versus Actuals



North City Water Reclamation Plant Expansion – January 2026
NCPWF Influent Pump Station

ATTACHMENT 3
FY 2026 PROJECTED BUDGET VERSUS ACTUALS

	Actual Through 12/31/2025	Estimate Remaining Months	Forecast Through 6/30/2026	Approved Annual FY 2026 Budget	Forecast over / (under) Budget	
					\$	%
Income						
Membership Dues	\$ 790,857	\$ -	\$ 790,857	\$ 790,855	\$ 2	0%
Use of Reserves	\$ -	-	-	-	-	
City of San Diego	\$ 12,567	\$ 72,299	84,866	27,000	57,866	214%
Interest Income	10,485	7,524	18,009	16,657	1,352	8%
Total Income	\$ 813,910	\$ 79,823	\$ 893,733	\$ 834,512	\$ 59,221	7%
Expense						
Admin - Board Secretary	\$ 17,611	\$ 24,600	\$ 42,211	\$ 49,200	\$ (6,989)	-14%
Executive Director						
Bank Charges	138	138	276	200	76	38%
Financial Services				-		
Audit Fees	6,405	17,225	23,630	23,630	-	0%
Executive Director-The Keze Group	98,019	96,000	194,019	168,000	26,019	15%
Treasurer	35,218	39,782	75,000	50,000	25,000	50%
JPATAC meeting expenses	2,552	3,300	5,852	6,600	(748)	-11%
Memberships						
Insurance						
Miscellaneous	-	-	1,250	250	1,000	400%
Per Diem - Board	21,658	27,800	49,458	55,600	(6,142)	-11%
Printing, Postage, Supplies	95	100	195	800	(605)	-76%
Professional Services						
Engineering - Dexter Wilson	68,040	100,000	168,040	200,000	(31,960)	-16%
Engineering - NV5	-	-	-	-	-	
Legal - 2nd ARA/PW	44,992	24,000	68,992	150,000	(81,008)	-54%
Legal - General	27,373	72,000	99,373	60,000	39,373	66%
Legal - Spill	3,281	3,000	6,281	30,000	(23,720)	-79%
Consensus Support	-	-	-	12,450	(12,450)	
Strategic Planning	-	-	-	-	-	
IT & Communications	-	9,414	9,414	20,000	(10,586)	-53%
Telephone, Internet, Software	538	3,000	3,538	4,000	(462)	-12%
Website Maintenance & Hosting	3,782	-	3,782	3,782	(0)	0%
Total Expense	\$ 329,701	\$ 420,359	\$ 751,311	\$ 834,512	\$ (83,201)	-10%
Net Income (Loss)	\$ 484,208	\$ (340,536)	\$ 142,422	\$ -	\$ 142,422	17%

ATTACHMENT 4

Metro Wastewater JPA FY 2027 Proposed Operating Budget



North City Water Reclamation Plant Expansion – January 2026
Second Stage Bioreactor Basins

**ATTACHMENT 4
FY 2027 PROPOSED OPERATING BUDGET**

	FY 2027 Proposed Annual Budget	Difference from FY '26 Forecast	Difference from FY '26 Budget		Variances in Line Items Compared to the FY 2026 Adopted Budget
			\$	%	
Income					
Membership Dues	\$ 790,855	\$ (2)	\$ (0)	0%	Recommend billing same amount as FY 2026
Use of Reserves	26,530	26,530	26,530	100%	Reserves used to maintain budget at FY2026 level
City of San Diego	27,000	(57,866)	-	0%	Base contract rebudgeted
Interest Income	23,509	5,500	6,852	29%	Increase due to reserve funds in LAIF
Total Income	\$ 867,894	\$ (25,839)	\$ 33,382	4%	
Expense					
Admin - Board Secretary	\$ 49,200	6,989	\$ -	0%	Rebudgeted
Executive Director	\$ 126,000	126,000	\$ 126,000	100%	Budget based on projected contract
Bank Charges	600	324	400	67%	Updated for LAIF Wire Transfers & ACH
Financial Services					
Audit Fees	-	(23,630)	(23,630)	0%	Biannual Audit - Next in FY2028
Financial Consultant- The Keze Group	124,000	(70,019)	(44,000)	-35%	Decrease - SARA & ED tasks
Treasurer	78,150	3,150	28,150	36%	Inclusion of webmaster scope + financial requirements
JPA/TAC meeting expenses	6,600	748	-	0%	Rebudgeted
Memberships	2,000	2,000	2,000	100%	CSDA membership required for SDRMA Insurance
Insurance	7,000	7,000	7,000	100%	Preliminary estimate from SDRMA w/o Cyber
Miscellaneous	1,500	250	1,250	83%	Increased by Treasurer's Bond
Per Diem - Board	55,600	6,142	-	0%	Rebudgeted; covers COLA increase
Printing, Postage, Supplies	1,000	805	200	20%	Increase based on actual expense forecast
Professional Services					
Engineering - Dexter Wilson	153,880	(14,160)	(46,120)	-30%	Decrease following SARA draft completion
Engineering - NV5	-	-	-		Decrease following SARA draft completion
Legal - S&W (2nd ARA/PW)	110,000	41,008	(40,000)	-36%	Decrease following SARA draft completion
Legal - S&W (General)	100,000	627	40,000	40%	Increase for New ED support
Legal - S&W (Spill)	30,000	23,720	-	0%	Rebudgeted
Consensus Support	12,450	12,450	-	0%	Rebudgeted
Strategic Planning	-	-	-		Contract completed in FY 2025
IT & Communications	1,500	(7,914)	(18,500)	-1233%	Decrease due to Website Update
Telephone, Internet, Software	4,000	462	-	0%	Rebudgeted
Website Maintenance & Hosting	4,414	632	632	14%	Year 2 of IonBlade Contract - Managed Support
Total Expense	\$ 867,894	\$ 116,583	\$ 33,382	4%	

SUMMARY OF PROJECTED FUND BALANCES AND RESERVES

Fund Balance at 6/30/25	\$ 740,157
Projected Net Income FY 26	\$ 142,422
Projected 6/30/26 Fund Balance	\$ 882,579
4 Months Operating Expenses FY'27	\$ 289,298
3 Months Contingency Reserve FY'27	\$ 216,974
Amount over Required Reserves	376,307

ATTACHMENT 5

Metro Wastewater JPA FY 2027 Budget Funding

5A: FY 2027 Membership Dues Billings and Prior Year Comparisons

5B: FY 2020 JPA Budget Allocations True-Up

5C: FY 2027 Budget Funding Including FY 2020 Budget True-Up



Morena Pump Station – Aerial – February 2025

ATTACHMENT 5A

FY 2027 MEMBERSHIP DUES BILLINGS AND PRIOR YEAR COMPARISONS

<i>Budget Allocated</i>		\$ 790,855	\$ 197,714	\$ 988,569		\$ 790,855				
	ACTUAL FY 2025 BILLING				ACTUAL FY 2026 BILLING		PROPOSED FY 2027 BILLING			
<i>Agency</i>	<i>Per Cent</i>	<i>Base Amount</i>	<i>Reserve</i>	<i>Amount</i>	<i>Per Cent</i>	<i>Amount</i>	<i>Per Cent</i>	<i>Amount</i>		
	<i>Agency Billing %</i>	<i>Total Base Budget Billing</i>	<i>Reserve Contribution Per Agency</i>	<i>Total FY 2025 + Reserve</i>	<i>Agency Billing %</i>	<i>Total Agency Billing</i>	<i>Agency Billing %</i>	<i>Total Agency Billing</i>	<i>Difference FY2026</i>	
<i>Chula Vista</i>	33.03%	\$ 261,255	\$ 65,314	\$ 326,569	30.57%	\$ 241,795	32.93%	\$ 260,417	\$ 18,623	7.7%
<i>Coronado</i>	2.64%	\$ 20,870	\$ 5,218	\$ 26,088	2.31%	\$ 18,232	2.46%	\$ 19,449	\$ 1,217	6.7%
<i>County of SD*</i>	17.02%	\$ 134,572	\$ 33,643	\$ 168,215	17.40%	\$ 137,631	17.86%	\$ 141,236	\$ 3,605	2.6%
<i>Del Mar</i>	0.03%	\$ 212	\$ 53	\$ 264	0.02%	\$ 170	0.03%	\$ 212	\$ 42	24.8%
<i>El Cajon</i>	14.43%	\$ 114,097	\$ 28,524	\$ 142,621	16.25%	\$ 128,518	11.19%	\$ 88,481	\$ (40,037)	-31.2%
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<i>La Mesa</i>	7.15%	\$ 56,520	\$ 14,130	\$ 70,649	6.75%	\$ 53,410	7.29%	\$ 57,668	\$ 4,258	8.0%
<i>Lemon Grove</i>	3.21%	\$ 25,350	\$ 6,338	\$ 31,688	2.31%	\$ 18,268	2.73%	\$ 21,618	\$ 3,350	18.3%
<i>National City</i>	7.64%	\$ 60,414	\$ 15,104	\$ 75,518	7.50%	\$ 59,289	7.99%	\$ 63,151	\$ 3,862	6.5%
<i>Otay Water District</i>	0.65%	\$ 5,101	\$ 1,275	\$ 6,376	0.55%	\$ 4,380	0.81%	\$ 6,420	\$ 2,040	46.6%
<i>Padre Dam MWD</i>	6.27%	\$ 49,625	\$ 12,406	\$ 62,032	8.40%	\$ 66,432	8.61%	\$ 68,057	\$ 1,625	2.4%
<i>Poway</i>	4.06%	\$ 32,073	\$ 8,018	\$ 40,092	4.01%	\$ 31,722	3.96%	\$ 31,285	\$ (437)	-1.4%
Total	100%	790,855	\$ 197,714	\$ 988,569	100.0%	\$ 790,855	100.00%	\$ 790,855	\$ (0)	0.0%

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

**Based on 3/19/26 flow adjustments to FY 2027 January Budget Estimate

**ATTACHMENT 5B
FY 2020 JPA BUDGET ALLOCATIONS TRUE-UP**

	FY2020 JPA Budget		FY 2020 Audit*		Reconciliation
	San Diego Flow / Strength %	Agency Allocation	San Diego Flow / Strength %	Agency Allocation	Due to/ Due from
Chula Vista	30.18%	\$ 135,162	31.33%	\$ 140,332.96	\$ 5,170.96
Coronado	3.51%	\$ 15,729	2.62%	\$ 11,753.61	\$ (3,975.39)
County of SD	16.98%	\$ 76,056	16.30%	\$ 73,004.32	\$ (3,051.68)
Del Mar	0.06%	\$ 257	-0.01%	\$ (24.56)	\$ (281.56)
El Cajon	14.69%	\$ 65,784	13.83%	\$ 61,958.16	\$ (3,825.84)
Imperial Beach	3.70%	\$ 16,550	3.88%	\$ 17,375.70	\$ 825.70
La Mesa	7.66%	\$ 34,291	9.23%	\$ 41,324.32	\$ 7,033.32
Lemon Grove	3.49%	\$ 15,614	3.63%	\$ 16,271.61	\$ 657.61
National City	7.04%	\$ 31,551	8.16%	\$ 36,561.37	\$ 5,010.37
Otay Water District	0.92%	\$ 4,106	0.58%	\$ 2,616.37	\$ (1,489.63)
Padre Dam MWD	6.71%	\$ 30,035	5.06%	\$ 22,654.28	\$ (7,380.72)
Poway	5.07%	\$ 22,715	5.36%	\$ 24,021.86	\$ 1,306.86
Total	100.00%	\$ 447,850	100.00%	\$ 447,850.00	\$ 0.00

*Based on City of San Diego Final FY 2020 Audit and Reconciliation

ATTACHMENT 5C
FY 2027 BUDGET FUNDING INCLUDING FY2020 BUDGET TRUE-UP

Agency	FY 2027 BILLING		FY2027 w/FY 2020 True-Up	
	Per Cent	Amount		
	Agency Billing %	Total Agency Billing	FY 2020 True-Up	Total FY 2027 Billing
<i>Chula Vista</i>	32.93%	\$ 260,417	\$ 5,171	\$ 265,588
<i>Coronado</i>	2.46%	\$ 19,449	\$ (3,975)	\$ 15,473
<i>County of SD*</i>	17.86%	\$ 141,236	\$ (3,052)	\$ 138,184
<i>Del Mar</i>	0.03%	\$ 212	\$ (282)	\$ (70)
<i>El Cajon</i>	11.19%	\$ 88,481	\$ (3,826)	\$ 84,655
<i>Imperial Beach</i>	4.16%	\$ 32,863	\$ 826	\$ 33,688
<i>La Mesa</i>	7.29%	\$ 57,668	\$ 7,033	\$ 64,701
<i>Lemon Grove</i>	2.73%	\$ 21,618	\$ 658	\$ 22,275
<i>National City</i>	7.99%	\$ 63,151	\$ 5,010	\$ 68,161
<i>Otay Water District</i>	0.81%	\$ 6,420	\$ (1,490)	\$ 4,930
<i>Padre Dam MWD</i>	8.61%	\$ 68,057	\$ (7,381)	\$ 60,676
<i>Poway</i>	3.96%	\$ 31,285	\$ 1,307	\$ 32,592
Total	100.00%	\$ 790,855	\$ 0.00	\$ 790,855

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

FY 2027 JPA Budget Overview

Metro Wastewater JPA
Finance Committee



April 28, 2026

North City Secondary Clarifiers & RAS Piping

Purpose of Today's Discussion

- Review FY 2026 projected year-end
- Present FY 2027 proposed budget
- Highlight key budget changes
- Review reserve strategy
- Presents FY 2027 PA billing (including FY 2020 reconciliation)

	Actual Through 12/31/2025	Estimate Remaining Months	Forecast Through 6/30/2026	Approved Annual FY 2026 Budget	Forecast over / (under) Budget	
					\$	%
Income						
Membership Dues	\$ 790,857	\$ -	\$ 790,857	\$ 790,855	\$ 2	0%
Use of Reserves	\$ -	-	-	-	-	
City of San Diego	\$ 12,567	\$ 72,299	84,866	27,000	57,866	214%
Interest Income	10,485	7,524	18,009	16,657	1,352	8%
Total Income	\$ 813,910	\$ 79,823	\$ 893,733	\$ 834,512	\$ 59,221	7%
Expense						
Admin - Board Secretary	\$ 17,611	\$ 24,600	\$ 42,211	\$ 49,200	\$ (6,989)	-14%
Executive Director						
Bank Charges	138	138	276	200	76	38%
Financial Services						
Audit Fees	6,405	17,225	23,630	23,630	-	0%
Executive Director - The Keze Gro	98,019	96,000	194,019	168,000	26,019	15%
Treasurer	35,218	39,782	75,000	50,000	25,000	50%
JPA/TAC meeting expenses	2,552	3,300	5,852	6,600	(748)	-11%
Memberships						
Insurance						
Miscellaneous	-	-	1,250	250	1,000	400%
Per Diem - Board	21,658	27,800	49,458	55,600	(6,142)	-11%
Printing, Postage, Supplies	95	100	195	800	(605)	-76%
Professional Services						
Engineering - Dexter Wilson	68,040	100,000	168,040	200,000	(31,960)	-16%
Engineering - NV5	-	-	-	-	-	
Legal - 2nd ARA/PW	44,992	24,000	68,992	150,000	(81,008)	-54%
Legal - General	27,373	72,000	99,373	60,000	39,373	66%
Legal - Spill	3,281	3,000	6,281	30,000	(23,720)	-79%
Consensus Support	-	-	-	12,450	(12,450)	
Strategic Planning	-	-	-	-	-	
IT & Communications	-	9,414	9,414	20,000	(10,586)	-53%
Telephone, Internet, Software	538	3,000	3,538	4,000	(462)	-12%
Website Maintenance & Hosting	3,782	-	3,782	3,782	(0)	0%
Total Expense	\$ 329,701	\$ 420,359	\$ 751,311	\$ 834,512	\$ (83,201)	-10%

FY 2026 Year-End Projection



FY 2027 Proposed Budget

Total Budget: \$867,894

- +\$33,382 (4%) vs FY 2026 Adopted
- +\$116,583 vs FY 2026 projected actuals

Key Drivers:

- Standalone Executive Director role
- Updated consultant contract amounts
- Addition of Insurance
- Addition of Memberships (Potential CSDA or CASA)



INCOME: FY 2027 OPERATING BUDGET

Income:	FY 2027 Budget	Difference from FY 2026 Budget		Variances in Line Items Compared to the FY 2026 budget
Membership Dues	\$ 790,855	\$0	0%	Recommend billing same amount as FY 2026
Use of Reserves	\$ 26,530	\$26,530	100%	Reserves used to maintain budget at FY2026 level
City of San Diego	\$ 27,000	\$0	0%	Base contract rebudgeted
Interest Income	\$ 23,509	\$6,852	29%	Increase due to reserve funds in LAIF
	\$ 867,894	\$33,382	4%	

FY 2027 Proposed Budget - Income

Expense					
Admin - Board Secretary	\$ 49,200	6,989	\$ -	0%	Rebudgeted
Executive Director	\$ 126,000	126,000	\$ 126,000	100%	Budget based on projected contract
Bank Charges	600	324	400	67%	Updated for LAIF Wire Transfers & ACH
Financial Services					
Audit Fees	-	(23,630)	(23,630)	0%	Biannual Audit - Next in FY2028
Financial Consultant- The Keze Group	124,000	(70,019)	(44,000)	-35%	Decrease - SARA & ED tasks
Treasurer	78,150	3,150	28,150	36%	Inclusion of webmaster scope + financial requirements
JPATAC meeting expenses	6,600	748	-	0%	Rebudgeted
Memberships	2,000	2,000	2,000	100%	CSDA membership required for SDRMA Insurance
Insurance	7,000	7,000	7,000	100%	Preliminary estimate from SDRMA w/o Cyber
Miscellaneous	1,500	250	1,250	83%	Increased by Treasurer's Bond
Per Diem - Board	55,600	6,142	-	0%	Rebudgeted; covers COLA increase
Printing, Postage, Supplies	1,000	805	200	20%	Increase based on actual expense forecast
Professional Services					
Engineering - Dexter Wilson	153,880	(14,160)	(46,120)	-30%	Decrease following SARA draft completion
Engineering - NV5	-	-	-		Decrease following SARA draft completion
Legal - S&W (2nd ARA/PW)	110,000	41,008	(40,000)	-36%	Decrease following SARA draft completion
Legal - S&W (General)	100,000	627	40,000	40%	Increase for New ED support
Legal - S&W (Spill)	30,000	23,720	-	0%	Rebudgeted
Consensus Support	12,450	12,450	-	0%	Rebudgeted
Strategic Planning	-	-	-		Contract completed in FY 2025
IT & Communications	1,500	(7,914)	(18,500)	-1233%	Decrease due to Website Update
Telephone, Internet, Software	4,000	462	-	0%	Rebudgeted
Website Maintenance & Hosting	4,414	632	632	14%	Year 2 of IonBlade Contract - Managed Support
Total Expense	\$ 867,894	\$ 116,583	\$ 33,382	4%	

FY 2027 Proposed Budget - Expenses

Key Budget Changes (Old vs New)

New / Expanded:

- Executive Director (standalone role)
- Insurance (new category)
- Memberships (new category - CSDA tied to insurance)

Adjusted:

- Consultant contracts aligned to 4-year agreements

No Change:

- Core technical support structure remains the same



Reserve Strategy

Fully funded:

- Operating Reserve
- Contingency Reserve

Remaining available balance supports:

- Budget stabilization

FY 2027 Use of reserves is:

- Limited
- Policy-consistent
- One-time (not structural)

SUMMARY OF PROJECTED FUND BALANCES AND RESERVES

Fund Balance at 6/30/25	\$	740,157
Projected Net Income FY 26	\$	142,422
Projected 6/30/26 Fund Balance	\$	882,579
4 Months Operating Expenses FY'27	\$	289,298
3 Months Contingency Reserve FY'27	\$	216,974
Amount over Required Reserves		376,307

Bottom Line: PA Billing

No increase in total base billing to PAs

FY 2027 Membership Dues:

👉 \$790,855 (same as FY 2026)

Why:

- Use of available reserves
- Non-operating revenue offsets



JPA Budget Allocation Methodology

Same methodology as annual City of San Diego Metro budget billing

Based on combined percentage of:

- Projected flows
- Wastewater strengths

Important:

- Changes in flows = redistribution of costs
- Not a change in total budget



Flow Impacts (ECAWP Transition)

FY 2027 includes initial ECAWP startup impacts

Reduced flows from El Cajon, Lakeside/Alpine & Wintergardens

Result:

- Cost redistribution to other agencies

👉 This is consistent with Metro cost allocation methodology



FY 2027 MEMBERSHIP DUES BILLINGS AND PRIOR YEAR COMPARISONS

	ACTUAL FY 2025 BILLING				ACTUAL FY 2026 BILLING		PROPOSED FY 2027 BILLING			
Agency	Per Cent	Base Amount	Reserve	Amount	Per Cent	Amount	Per Cent	Amount		
	Agency Billing %	Total Base Budget Billing	Reserve Contribution Per Agency	Total FY 2025 + Reserve	Agency Billing %	Total Agency Billing	Agency Billing %	Total Agency Billing	Difference FY2026	
Chula Vista	33.03%	\$ 261,255	\$ 65,314	\$ 326,569	30.57%	\$ 241,795	32.93%	\$ 260,417	\$ 18,623	7.7%
Coronado	2.64%	\$ 20,870	\$ 5,218	\$ 26,088	2.31%	\$ 18,232	2.46%	\$ 19,449	\$ 1,217	6.7%
County of SD*	17.02%	\$ 134,572	\$ 33,643	\$ 168,215	17.40%	\$ 137,631	17.86%	\$ 141,236	\$ 3,605	2.6%
Del Mar	0.03%	\$ 212	\$ 53	\$ 264	0.02%	\$ 170	0.03%	\$ 212	\$ 42	24.8%
El Cajon	14.43%	\$ 114,097	\$ 28,524	\$ 142,621	16.25%	\$ 128,518	11.19%	\$ 88,481	\$ (40,037)	-31.2%
Imperial Beach	3.89%	\$ 30,765	\$ 7,691	\$ 38,456	3.92%	\$ 31,010	4.16%	\$ 32,863	\$ 1,852	6.0%
La Mesa	7.15%	\$ 56,520	\$ 14,130	\$ 70,649	6.75%	\$ 53,410	7.29%	\$ 57,668	\$ 4,258	8.0%
Lemon Grove	3.21%	\$ 25,350	\$ 6,338	\$ 31,688	2.31%	\$ 18,268	2.73%	\$ 21,618	\$ 3,350	18.3%
National City	7.64%	\$ 60,414	\$ 15,104	\$ 75,518	7.50%	\$ 59,289	7.99%	\$ 63,151	\$ 3,862	6.5%
Otay Water District	0.65%	\$ 5,101	\$ 1,275	\$ 6,376	0.55%	\$ 4,380	0.81%	\$ 6,420	\$ 2,040	46.6%
Padre Dam MWD	6.27%	\$ 49,625	\$ 12,406	\$ 62,032	8.40%	\$ 66,432	8.61%	\$ 68,057	\$ 1,625	2.4%
Poway	4.06%	\$ 32,073	\$ 8,018	\$ 40,092	4.01%	\$ 31,722	3.96%	\$ 31,285	\$ (437)	-1.4%
Total	100%	790,855	\$ 197,714	\$ 988,569	100.0%	\$ 790,855	100.00%	\$ 790,855	\$ (0)	0.0%

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

**Based on 3/19/26 flow adjustments to FY 2027 January Budget Estimate



FY 2020 Audit Reconciliation

What this is:

- True-up based on audited flows and loads – San Diego
- Aligns JPA allocations with City audit
- Already reviewed with TAC

Why now:

- FY 2020 San Diego “Exhibit E” audit completed in FY 2026

Impact:

- One-time adjustment to each PA
- Reconciles FY 2020 JPA costs

FY 2020 JPA BUDGET ALLOCATIONS TRUE-UP					
	FY2020 JPA Budget		FY 2020 Audit		Reconciliation
	San Diego Flow / Strength %	Agency Allocation	San Diego Flow / Strength %	Agency Allocation	Due to/ Due from
Chula Vista	30.18%	\$ 135,162	31.33%	\$ 140,332.96	\$ 5,170.96
Coronado	3.51%	\$ 15,729	2.62%	\$ 11,753.61	\$ (3,975.39)
County of SD *	16.98%	\$ 76,056	16.30%	\$ 73,004.32	\$ (3,051.68)
Del Mar	0.06%	\$ 257	-0.01%	\$ (24.56)	\$ (281.56)
El Cajon	14.69%	\$ 65,784	13.83%	\$ 61,958.16	\$ (3,825.84)
Imperial Beach	3.70%	\$ 16,550	3.88%	\$ 17,375.70	\$ 825.70
La Mesa	7.66%	\$ 34,291	9.23%	\$ 41,324.32	\$ 7,033.32
Lemon Grove	3.49%	\$ 15,614	3.63%	\$ 16,271.61	\$ 657.61
National City	7.04%	\$ 31,551	8.16%	\$ 36,561.37	\$ 5,010.37
Otay Water District	0.92%	\$ 4,106	0.58%	\$ 2,616.37	\$ (1,489.63)
Padre Dam MWD	6.71%	\$ 30,035	5.06%	\$ 22,654.28	\$ (7,380.72)
Poway	5.07%	\$ 22,715	5.36%	\$ 24,021.86	\$ 1,306.86
Total	100.00%	\$ 447,850	100.00%	\$ 447,850.00	\$ 0.00

*Based on City of San Diego Final FY 2020 Audit and Reconciliation

Final Billing by Agency

FY 2027 BUDGET FUNDING INCLUDING FY2020 BUDGET TRUE-UP

Agency	FY 2027 BILLING		FY2027 w/FY 2020 True-Up	
	Per Cent	Amount		
	Agency Billing %	Total Agency Billing	FY 2020 True-Up	Total FY 2027 Billing
<i>Chula Vista</i>	32.93%	\$ 260,417	\$ 5,171	\$ 265,588
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<i>Poway</i>	3.96%	\$ 31,285	\$ 1,307	\$ 32,592
Total	100.00%	\$ 790,855	\$ 0.00	\$ 790,855

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

This Table Shows:

- FY 2027 JPA budget base allocation
- FY 2020 true-up based on audit
- Final amount to be billed to each PA

👉 This is the **bottom line per agency**

Summary

- Budget increase is modest and targeted
- No increase to total PA base billing
- Reserves used strategically to stabilize costs
- Flow changes will shift allocations between agencies
- FY 2020 reconciliation incorporated

A long, narrow metal walkway with railings leads into a dark industrial space, likely a wastewater treatment plant. The walkway is made of metal grating and has yellow-painted metal railings on both sides. The ceiling is dark with some lights visible. The overall atmosphere is dimly lit and industrial.

Questions?

North City Secondary Clarifiers In Operation

AGREEMENT FOR FINANCIAL CONSULTANT SERVICES BETWEEN METRO WASTEWATER JOINT POWERS AUTHORITY AND KARYN KEZE

This agreement (“**Agreement**”) is made and entered into as of July 1, 2026 by and between the METRO WASTEWATER JOINT POWERS AUTHORITY (hereinafter referred to as the “**Metro JPA**”), a joint powers authority organized and operating pursuant to California Government Code section 6500 *et seq.*, and Karyn Keze, as a sole proprietorship doing business as “The Keze Group” (hereinafter referred to as “**Consultant**”). Metro JPA and Consultant are sometimes referred to individually as “**Party**” and collectively as “**Parties**.”

ARTICLE 1 TERM OF AGREEMENT

1.01 The term of this Agreement shall commence on July 1, 2026 (the “**Effective Date**”), and will continue for **four years** through June 30, 2030, or until terminated as provided under Article 7, whichever occurs first. At the Parties discretion, and pursuant to a written letter agreement, this Agreement may be extended by one optional year according to the terms set forth in Attachment A – Scope of Work (“**Attachment A**”) and herein. This Agreement may be further extended by a written amendment signed by both parties. Attachment A may contain further instructions regarding required timelines for performance of the Services to be provided under this Agreement. Time is of the essence for each and every provision of this Agreement.

ARTICLE 2 SCOPE OF WORK

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

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

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

ARTICLE 3 COMPENSATION

3.01 Compensation payable to Consultant for Services performed under this Agreement shall not exceed those annual amounts indicated on Attachment A (the “**Approved Fees**”). The Approved Fees shall not be exceeded unless agreed upon through an amendment to this Agreement executed by both parties. Such amendment shall identify any change in compensation as a result of the change in scope of work. The parties agree that this compensation was developed in accordance with the customary and prevailing

compensation level in the community and surrounding area for comparable services. Consultant and Metro JPA agreed to this amount through an arm's length negotiation between the parties.

3.02 Consultant shall not incur any expenses unless pre-approved by Metro JPA in writing. Consultant shall submit invoices to Metro JPA at the address listed on Attachment A. Such invoices shall include a brief narrative description of the work performed, as well as detailed time expenditures on a task-by-task basis pursuant to Attachment A. Consultant will provide Metro JPA with receipts and proof of payment for all expenses. Unless otherwise provided on Attachment A, Metro JPA shall make payment of any undisputed invoiced amount to Consultant within forty-five (45) days of receipt of an approved invoice.

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

ARTICLE 4 RELATIONSHIP OF PARTIES

4.01 **Independent Contractor.** Consultant's retention by Metro JPA is as an independent contractor. Nothing in this Agreement is intended to create an employer-employee relationship between Metro JPA and Consultant or Consultant's personnel, subcontractors, and hires. Neither Consultant nor its personnel shall be entitled to any benefits, including without limitation, paid sick leave, vacation, insurance or wages. Consultant is solely responsible for appropriately classifying, training and compensating its employees, paying and withholding taxes as an employer, carrying employer-required insurance (including workers' compensation), ensuring a safe workplace, and complying with all other duties and obligations as an employer. Consultant shall not hold itself out as an agent of the Metro JPA and shall not have authority to bind Metro JPA except as expressly authorized in Schedule A. As a material inducement to entering into this Agreement, the Parties represent and warrant as follows:

4.01.1 Consultant is free from the control and direction of Metro JPA in connection with the performance of the Services.

4.01.2 Consultant provides services directly to Metro JPA rather than to customers of Metro JPA, except to the extent that Consultant's personnel are solely performing the Services under Consultant's name and Consultant regularly contracts with other businesses.

4.01.3 If the Services are performed in a jurisdiction that requires Consultant to have a business license or business tax registration, Consultant has the required business license or business tax registration.

4.01.4 Consultant maintains a business location that is separate from the business or work location of Metro JPA.

4.01.5 Consultant is customarily engaged in an independently established business of the same nature as that involved in the Services.

4.01.6 Consultant advertises and holds itself out to the public as available to provide the same or similar services as provided under this Agreement.

4.01.7 Consistent with the nature of the Services, Consultant provides its own tools, vehicles, and equipment to perform the Services, not including any proprietary materials that may be necessary to perform the Services. Consultant is not required to purchase or rent any products, equipment, or services from Metro JPA as a condition of this Agreement.

4.01.8 Consultant can negotiate his or her own rates.

4.01.9 Consistent with the nature of the Services, Consultant can set its own hours and location of work.

4.02 To the maximum extent allowable by law, Consultant 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) Consultant's failure to meet its obligations under this Article, or (b) a third party's designation of Consultant or its personnel as an employee of Metro JPA, regardless of any actual or alleged negligence by Metro JPA.

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

ARTICLE 5 OBLIGATIONS OF CONSULTANT

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

5.02 To the maximum extent allowable by law, Consultant shall indemnify, defend, and hold harmless Metro JPA and each of its 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 Consultant's performance or obligations under this Agreement, or to Consultant's negligence, recklessness, or willful misconduct, or a breach by Consultant of any representation or agreement contained in this Agreement. Consultant's obligation to indemnify, defend, and hold harmless Metro JPA shall extend to the acts or omissions, either directly or indirectly, by Consultant's personnel, subcontractors, agents, representatives, successors, assigns, or anyone for whom Consultant is legally responsible. Consultant'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 solely caused by the negligence or willful misconduct of the Indemnified Parties. Consultant shall not agree without Indemnified Parties' prior written consent to any settlement on Indemnified Parties' behalf. Consultant's indemnification, hold harmless, and defense obligation shall survive the termination or expiration of this Agreement.

5.03 Consultant shall carry all Insurance required by federal, state, county and local laws. Unless otherwise indicated on Attachment A, Consultant shall procure and maintain during the life of the Agreement, adequate insurance coverage, admitted in the State of California, to protect Consultant 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 work hereunder by Consultant, its agents, representatives, personnel 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. Consultant will provide proof of insurance

coverage upon request of Metro JPA. Metro JPA reserves the right to terminate this Agreement if Consultant fails to provide proof of adequate insurance coverage as required herein. Provision of insurance coverage as required by this Agreement shall not affect Consultant's indemnity obligations.

5.04 Upon the award of this Agreement and periodically thereafter, Consultant may be required to complete and file with Metro JPA a Conflict of Interest form, to be provided to Consultant by Metro JPA.

5.05 Consultant shall not subcontract or assign this Agreement nor any duties or obligations under this Agreement without the prior written consent of Metro JPA. Metro JPA has entered into this Agreement in reliance on the personal skills and expertise of Karyn Keze, and Consultant acknowledges that personal performance by Karyn Keze is a material inducement for Metro JPA entering into this Agreement. Consultant 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 Consultant's duties and obligations hereunder.

5.06 Consultant shall be solely and completely responsible for the safety of all Consultant personnel, including personnel of any subcontractors, during performance of Services. Consultant shall fully comply with all laws, rules, regulations and ordinances relating to safety of the public and workers, whether federal, state or local. Consultant shall also comply with all contract provisions and Metro JPA's policies, procedures, departmental rules, and other directives, as provided by Metro JPA to Consultant, relating to the safety of the public and workers.

Insurance

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

5.07.1 California Workers' Compensation Insurance, if and to the extent required by applicable law based on Consultant's employment of any personnel, as required by the State of California, with statutory limits, and Employer's Liability Insurance with limits of no less than One Million Dollars (\$1,000,000) per accident for bodily injury or disease.

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

5.07.3 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.

5.07.4 Automobile Liability Insurance shall not be required because Consultant warrants and represents that neither Consultant nor any of Consultant's personnel shall operate an automobile in the performance of any obligations under this Agreement.

5.08 The following are required provisions for all insurance policies under this Agreement:

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

5.09 Consultant will furnish Metro JPA with certificates of insurance prior to the commencement of work under this Agreement, and annually or as may otherwise be periodically requested by Metro JPA. Consultant shall include all endorsements necessary to comply with this Agreement, including additional insured endorsements, signed by the insurer's representative. Such evidence shall include confirmation that coverage includes or has been modified to include all provisions required by this Agreement. Consultant shall, upon request of Metro JPA at any time, deliver to Metro JPA complete, certified copies of the policies of insurance, including endorsements, and receipts for payment or premiums thereon, required by this Agreement. Failure to obtain the required documents prior to the work beginning shall not waive Consultant's obligation to provide them.

5.10 If any of the required coverages expire during the term of this Agreement, Consultant shall deliver the renewal certificate(s) including the general liability endorsements to Metro JPA at least ten (10) days prior to the expiration date.

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

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

5.11.2 Consultant must maintain or keep evidence of insurance for at least four (4) years after completion of the work performed under this Agreement.

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

5.11.4 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.

ARTICLE 6 OBLIGATIONS OF METRO JPA

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

ARTICLE 7 TERMINATION OF AGREEMENT

7.01 If Metro JPA determines that Consultant 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 Consultant 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 Consultant until the Services under this Agreement are completed. If Metro JPA incurs additional costs, expenses, or other damages due to the failure of Consultant 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 Consultant 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, Consultant shall be liable to Metro JPA for the difference.

7.02 Consultant may terminate this Agreement at any time with thirty (30) days' written notice. In the event of termination by Consultant, Metro JPA will pay Consultant in accordance with Section 7.03.

7.03 Metro JPA may terminate this Agreement for convenience at any time upon written notice to Consultant, in which case, Metro JPA will pay Consultant 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 Consultant 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 Consultant's use is the sole property of Metro JPA. Consultant and any of Consultant's personnel and subcontractor(s) will keep any confidential information provided by Metro JPA in the strictest confidence, and will not disclose it by any means to any person except with Metro JPA approval, and only to the extent necessary to perform the Services under this Agreement. On termination of this Agreement, Consultant will promptly return to Metro JPA any confidential information in its possession.

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

ARTICLE 9 GENERAL PROVISIONS

9.01 Any notices required to be given under this Agreement by either party to the other may be affected by email, personal delivery, 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 CONSULTANT: Karyn Keze
1711 West Stewart
Puyallup, WA 98371-5145
Attention: Karyn Keze

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.

9.03 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.

9.04 If this Agreement involves an expenditure of public funds in excess of Ten Thousand Dollars (\$10,000), the 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. Consultant shall cooperate with Metro JPA, including any authorized representative of Metro JPA, regarding such audit at no charge to Metro JPA.

9.05 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.

9.06 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. Laws and rules relating to the interpretation of contracts against the drafter shall not apply to this Agreement and are hereby waived.

9.07 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.

9.08 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. 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.

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

9.10 Metro JPA and Consultant 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. Consultant, as a sole proprietorship, represents and warrants that Karyn Keze has full authority to enter into this Agreement and to bind Consultant to all terms and conditions hereof. 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. This Agreement may be signed and delivered electronically.

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.

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

METRO WASTEWATER JPA:

Karyn Keze

By:

By:

Jerry Jones
Chair

Karyn Keze

Attachment A – Scope of Work and Approved Fees



March 16, 2026

Dear Chairman and Members of the Board:

Thank you for the Board's continued confidence in my work and for offering me the opportunity to continue serving the Metro Wastewater JPA/Commission (Metro JPA) as Financial Consultant under a new four-year agreement.

It has been a privilege to support the Metro JPA and its Participating Agencies (PAs) for many years, and I remain committed to helping ensure that the organization's financial oversight and technical support remain strong as Metro moves into the next phase of its work. The coming years will include several important efforts, including continued implementation of the Second Amended and Restated Agreement (SARA), refinement of the Functional Allocation Billing (FAB) methodology, and the anticipated reconciliation of Phase 1 construction and consultant costs. I look forward to assisting the Board, Executive Director, and PAs staff in navigating these efforts.

The scope of work included with this agreement reflects my return to focusing on the Financial Consultant role, with particular emphasis on financial review, cost allocation analysis, audit support, and continued technical assistance to individual PA staff as they work through Metro-related financial issues. I will also continue to support the organization during the transition to the new Executive Director to ensure continuity and a smooth transfer of institutional knowledge where helpful.

I appreciate the opportunity to continue contributing to the work of this organization and to support the Board's ongoing commitment to fair and responsible regional wastewater governance.

Thank you again for your trust and support.

Respectfully,

A handwritten signature in black ink that reads 'Karyn Keze'.

Karyn Keze
Financial Consultant
Metro Wastewater Joint Powers Authority / Commission



Scope of Services: Financial Consultant Metro Wastewater Joint Powers Authority (Metro JPA)

I. Purpose

The Financial Consultant serves as Metro JPA's chief financial advisor and provides independent financial oversight, analysis, and strategic guidance in support of the Board of Directors, Treasurer, and Executive Director. The Consultant ensures fiscal integrity, cost allocation accuracy, and protection of Participating Agency (PA) financial interests under the Metro Agreement, including implementation of the Second Amended and Restated Agreement (SARA).

This role is advisory and financial in nature and does not duplicate the administrative or operational responsibilities of the Executive Director.

II. Core Responsibilities

1. Financial Oversight and Due Diligence

- Prepare the annual Metro JPA Operating Budget.
- Provide monthly financial review and monitoring in support of the Treasurer, including:
 - Review and approval of vendor invoices
 - Review of bank reconciliations
 - Review of monthly financial statements and budget-to-actual tracking
- Provide financial analysis and forecasting as requested.
- Support development and refinement of fiscal policies and financial controls.

2. City of San Diego Budget & Cost Allocation Review

- Review and monitor the City of San Diego Public Utilities Department (PUD) annual O&M and CIP budgets and Five-Year Projections.
- Analyze and evaluate cost allocations to ensure consistency with the Metro Agreement.
- Review PUD CIP cost allocations in coordination with engineering consultants.
- Provide financial review and input on Functional Allocated Billing (FAB) implementation and related rate structures.

3. Metro Agreement & Rate Matters

- Act as financial negotiator and advisor regarding interpretation and implementation of the Metro Agreement, as amended.
- Provide financial analysis related to San Diego rate cases affecting Metro and Participating Agencies.
- Support implementation and financial monitoring of Metro billing system charges.

4. SARA Implementation (Reduced Scope)

- Provide financial oversight and guidance related to implementation of the Second Amended and Restated Agreement (SARA) especially the final development of repurified water revenues.
- Review cost allocation methodologies and billing impacts associated with SARA implementation and new Phase 1 facilities.
- Assist in transition and financial interpretation issues arising during early implementation.
- Coordinate with the Executive Director and legal counsel as needed on financial provisions.

5. Audit Support

- Support the annual City of San Diego audit process (Exhibit E) as it relates to Metro.
- Review Exhibit E Audit materials and related documentation for financial accuracy, proper cost allocations, and contract compliance.
- Assist with Metro JPA's independent audit process as requested by Treasurer.

6. Participating Agency Financial Technical Support

- Provide detailed financial analysis and consultation to Participating Agency (PA) technical and financial staff (TAC members) regarding Metro-related financial matters.
- Assist PAs in understanding and evaluating City of San Diego forecasts, annual billings, Five-Year Projections, and rate impacts.
- Provide modeling and scenario analysis to support PA planning and budgeting.
- Assist PAs in incorporating Metro-related cost projections into their own rate cases and long-term financial plans.
- Serve as a financial resource to TAC members to ensure consistent understanding and interpretation of Metro Agreement cost allocation methodologies.
- Facilitate technical financial discussions between the City, Metro consultants, and Participating Agencies when necessary.

7. Advisory & Executive Team Support

- Participate in Executive Team coordination meetings as needed.
- Provide financial support to the Executive Director during transition and learning curve related to Metro financial structure and history.
- Attend Board, TAC, Finance Committee, and Ad Hoc meetings as necessary to present financial analysis and respond to questions.

The Financial Consultant does not prepare Board agendas, coordinate meeting logistics, or perform administrative website management functions.

III. Special Projects

From time to time, the Financial Consultant may be requested to perform work associated with major Metro program financial reconciliations or other significant financial initiatives requiring detailed historical review and analysis. There is one known project that falls into this category during the course of this contract.

Phase 1 Construction and Consultant Cost Reconciliation

During the term of this agreement, the Financial Consultant will lead the reconciliation of all Phase 1 construction and consultant costs associated with the Metro Wastewater Program. This work will include financial review and reconciliation of historical project expenditures back to FY 2014, verification of all cost allocations, coordination with City of San Diego audit staff and external auditors, and evaluation of any final financial adjustments associated with project close-out.

Based on the City of San Diego's current schedule, substantial completion of Phase 1 is anticipated in FY 2027. The subsequent audit process is expected to include the preliminary financial "true-up" of Phase 1 costs in late FY 2028. The major financial reconciliation activities associated with the audit and related follow-up analysis are anticipated to continue through FY 2029, with final cost allocations and interest reconciliation potentially extending into FY 2030.

To accommodate the anticipated workload associated with this effort, the following additional hours have been incorporated into the Financial Consultant's annual contract hours for Task 2:

- **FY 2028:** Additional 50 hours
- **FY 2029:** Increased hours by 100 to support primary reconciliation activities
- **FY 2030:** Additional 50 hours for final reconciliation and interest review

Actual workload may vary depending on the actual substantial completion of the Phase 1 project and the timing and scope of audit activities and City reconciliation processes.

IV. Budget Summary

The following tables summarize the proposed scope of work, hours, and contract budgets for the four-year agreement. Table 1 compares the current scope of work, hours, and contract budget with the proposed FY 2027 scope of services, which represents the first year of the agreement. Table 2 presents the anticipated hours and budgets for the remaining three years (FY 2028 through FY 2030). Each year also reflects the proposed hourly rate applicable for that fiscal year.

For most task categories, the anticipated level of effort is expected to remain generally consistent throughout the contract term. Two task categories reflect anticipated variations in workload due to program milestones:

- **Exhibit E Audit Review** includes additional hours in FY 2028 through FY 2030 to support the anticipated Phase 1 construction and consultant cost reconciliation and related audit activities.
- **Pure Water Cost Allocations/SARA** reflects higher effort in the early years of the contract as implementation activities continue, with a gradual reduction in hours as implementation stabilizes.

The Financial Consultant’s base hourly rate is proposed to increase annually by **three percent (3%)** to account for cost-of-living adjustments and inflation over the term of the agreement.

Table 1 – Current Contract Versus Proposed FY 2027 (Year One) Scope of Work

Description	Current Contract		Proposed FY 2027	
	Budget Hours	Budget Amount	Budget Hours	Budget Amount
1. Routine Meetings	123	\$ 20,910	120	\$22,200
2. Exhibit E Audit Review	100	\$ 17,000	100	\$18,500
3. Review of PUD Budget & Forecasts	54	\$ 9,180	50	\$9,250
4. SD Rate Cases/FAB Implementation	88	\$ 14,960	80	\$14,800
5. Pure Water Cost Allocations/SARA	300	\$ 51,000	100	\$18,500
6. Metro TAC & JPA Financial Support	144	\$ 24,480	145	\$26,825
7. General JPA Financial Management	74	\$ 12,470	75	\$13,875
8. Executive Director	107	\$ 18,000		
TOTAL	990	\$168,000	670	\$123,950
Hourly Rate:		\$180.00		\$185.00

Table 2 – Proposed Scope of Work FY 2028 – FY 2030

Description	Proposed FY 2028		Proposed FY 2029		Proposed FY 2030	
	Budget Hours	Budget Amount	Budget Hours	Budget Amount	Budget Hours	Budget Amount
1. Routine Meetings	120	\$ 22,920	120	\$ 23,640	120	\$ 24,360
2. Exhibit E Audit Review	150	\$ 28,650	200	\$ 39,400	150	\$ 30,450
3. Review of PUD Budget & Forecasts	50	\$ 9,550	50	\$ 9,850	50	\$ 10,150
4. SD Rate Cases/FAB Implementation	80	\$ 15,280	80	\$ 15,760	80	\$ 16,240
5. Pure Water Cost Allocations/SARA	100	\$ 19,100	100	\$ 19,700	50	\$ 10,150
6. Metro TAC & JPA Financial Support	145	\$ 27,695	145	\$ 28,565	145	\$ 29,435
7. General JPA Financial Management	75	\$ 14,325	75	\$ 14,775	75	\$ 15,225
8. Executive Director						
TOTAL	720	\$ 137,520	770	\$ 151,690	670	\$ 136,010
Hourly Rate:		\$191.00		\$197.00		\$203.00

Actual hours may vary depending on the timing of City of San Diego budget and audit cycles, audit activities, and Metro program implementation needs.

AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN METRO WASTEWATER JOINT POWERS AUTHORITY AND DEXTER WILSON ENGINEERING, INC.

This agreement (“**Agreement**”) is made and entered into as of July 1, 2026 by and between the METRO WASTEWATER JOINT POWERS AUTHORITY (hereinafter referred to as the “**Metro JPA**”), a joint powers authority organized and operating pursuant to California Government Code section 6500 *et seq.*, and Dexter Wilson Engineering, Inc. (hereinafter referred to as “**Consultant**”). Metro JPA and Consultant are sometimes referred to individually as “**Party**” and collectively as “**Parties.**”

ARTICLE 1 TERM OF AGREEMENT

1.01 The term of this Agreement shall commence on July 1, 2026 (the “**Effective Date**”), and will continue for **four years** through June 30, 2030, or until terminated as provided under Article 7, whichever occurs first. At the Parties discretion, and pursuant to a written letter agreement, this Agreement may be extended by one optional year according to the terms set forth in Attachment A – Scope of Work (“**Attachment A**”) and herein. This Agreement may be further extended by a written amendment signed by both parties. Attachment A may contain further instructions regarding required timelines for performance of the Services to be provided under this Agreement. Time is of the essence for each and every provision of this Agreement.

ARTICLE 2 SCOPE OF WORK

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

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

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

ARTICLE 3 COMPENSATION

3.01 Compensation payable to Consultant for Services performed under this Agreement shall not exceed those annual amounts indicated on Attachment A (the “**Approved Fees**”). The Approved Fees shall not be exceeded unless agreed upon through an amendment to this Agreement executed by both parties. Such amendment shall identify any change in compensation as a result of the change in scope of work. The parties agree that this compensation was developed in accordance with the customary and prevailing compensation level in the community and surrounding area for comparable services. Consultant and Metro JPA agreed to this amount through an arm’s length negotiation between the parties.

3.02 Consultant shall not incur any expenses unless pre-approved by Metro JPA in writing. Consultant shall submit invoices to Metro JPA at the address listed on Attachment A. Such invoices shall include a brief narrative description of the work performed, as well as detailed time expenditures on a task-by-task basis pursuant to Attachment A. Consultant will provide Metro JPA with receipts and proof of payment for all expenses. Unless otherwise provided on Attachment A, Metro JPA shall make payment of any undisputed invoiced amount to Consultant within forty-five (45) days of receipt of an approved invoice.

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

ARTICLE 4 RELATIONSHIP OF PARTIES

4.01 **Independent Contractor.** Consultant's retention by Metro JPA is as an independent contractor. Nothing in this Agreement is intended to create an employer-employee relationship between Metro JPA and Consultant or Consultant's personnel, subcontractors, and hires. Neither Consultant nor its personnel shall be entitled to any benefits, including without limitation, paid sick leave, vacation, insurance or wages. Consultant is solely responsible for appropriately classifying, training and compensating its employees, paying and withholding taxes as an employer, carrying employer-required insurance (including workers' compensation), ensuring a safe workplace, and complying with all other duties and obligations as an employer. Consultant shall not hold itself out as an agent of the Metro JPA and shall not have authority to bind Metro JPA except as expressly authorized in Schedule A. As a material inducement to entering into this Agreement, the Parties represent and warrant as follows:

4.01.1 Consultant is free from the control and direction of Metro JPA in connection with the performance of the Services.

4.01.2 Consultant provides services directly to Metro JPA rather than to customers of Metro JPA, except to the extent that Consultant's personnel are solely performing the Services under Consultant's name and Consultant regularly contracts with other businesses.

4.01.3 If the Services are performed in a jurisdiction that requires Consultant to have a business license or business tax registration, Consultant has the required business license or business tax registration.

4.01.4 Consultant maintains a business location that is separate from the business or work location of Metro JPA.

4.01.5 Consultant is customarily engaged in an independently established business of the same nature as that involved in the Services.

4.01.6 Consultant advertises and holds itself out to the public as available to provide the same or similar services as provided under this Agreement.

4.01.7 Consistent with the nature of the Services, Consultant provides its own tools, vehicles, and equipment to perform the Services, not including any proprietary materials that may be necessary to perform the Services. Consultant is not required to purchase or rent any products, equipment, or services from Metro JPA as a condition of this Agreement.

4.01.8 Consultant can negotiate his or her own rates.

4.01.9 Consistent with the nature of the Services, Consultant can set its own hours and location of work.

4.02 To the maximum extent allowable by law, Consultant 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) Consultant's failure to meet its obligations under this Article, or (b) a third party's designation of Consultant or its personnel as an employee of Metro JPA, regardless of any actual or alleged negligence by Metro JPA.

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

ARTICLE 5 OBLIGATIONS OF CONSULTANT

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

5.02 To the maximum extent allowable by law, Consultant shall indemnify, defend, and hold harmless Metro JPA and each its 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 Consultant's performance or obligations under this Agreement, or to Consultant's negligence, recklessness, or willful misconduct, or a breach by Consultant of any representation or agreement contained in this Agreement. Consultant's obligation to indemnify, defend, and hold harmless Metro JPA shall extend to the acts or omissions, either directly or indirectly, by Consultant's officers, officials, directors, employees, subcontractors, agents, representatives, volunteers, successors, assigns, or anyone for whom Consultant is legally responsible. Consultant'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 solely caused by the negligence or willful misconduct of the Indemnified Parties. Consultant shall not agree without Indemnified Parties' prior written consent to any settlement on Indemnified Parties' behalf. Consultant's indemnification, hold harmless, and defense obligation shall survive the termination or expiration of this Agreement.

5.03 Consultant shall carry all insurance required by federal, state, county and local laws. Unless otherwise indicated on Attachment A, Consultant shall procure and maintain during the life of the Agreement, adequate insurance coverage, admitted in the State of California, to protect Consultant 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 work hereunder by Consultant, 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. Consultant will provide proof of insurance coverage upon request of Metro JPA. Metro JPA reserves the right to terminate this Agreement if

Consultant fails to provide proof of adequate insurance coverage as required herein. Provision of insurance coverage as required by this Agreement shall not affect Consultant's indemnity obligations.

5.04 Upon the award of this Agreement and periodically thereafter, Consultant may be required to complete and file with Metro JPA a Conflict of Interest form, to be provided to Consultant by Metro JPA.

5.05 Consultant shall not subcontract or assign this Agreement nor any duties or obligations under this Agreement without the prior written consent of Metro JPA. Consultant 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 Consultant's duties and obligations hereunder.

5.06 Consultant shall be solely and completely responsible for the safety of all Consultant personnel, including personnel of any subcontractors, during performance of Services. Consultant shall fully comply with all laws, rules, regulations and ordinances relating to safety of the public and workers, whether federal, state or local. Consultant shall also comply with all contract provisions and Metro JPA's policies, procedures, departmental rules, and other directives, as provided by Metro JPA to Consultant, relating to the safety of the public and workers.

Insurance

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

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

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

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

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

5.08 The following are required provisions:

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

5.09 Consultant will furnish Metro JPA with certificates of insurance prior to the commencement of work under this Agreement, and as may be periodically requested by Metro JPA. Consultant shall include

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

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

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

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

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

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

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

ARTICLE 6 OBLIGATIONS OF METRO JPA

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

ARTICLE 7 TERMINATION OF AGREEMENT

7.01 If Metro JPA determines that Consultant 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 Consultant 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 Consultant until the Services under this Agreement are completed. If Metro JPA incurs additional costs, expenses, or other damages due to the failure of Consultant 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 Consultant 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, Consultant shall be liable to Metro JPA for the difference.

7.02 Consultant 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 Consultant may allow, after Metro JPA'S receipt from Consultant of a written termination notice specifying the default in performance. In the event of termination for cause by Consultant, Metro JPA will pay Consultant in accordance with Section 7.03.

7.03 Metro JPA may terminate this Agreement for convenience at any time upon written notice to Consultant, in which case, Metro JPA will pay Consultant 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 Consultant 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 Consultant's use is the sole property of Metro JPA. Consultant and its employee(s) and subcontractor(s) will keep any confidential information provided by Metro JPA in the strictest confidence, and will not disclose it by any means to any person except with Metro JPA approval, and only to the extent necessary to perform the Services under this Agreement. On termination of this Agreement, Consultant will promptly return to Metro JPA any confidential information in its possession.

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

ARTICLE 9 GENERAL PROVISIONS

9.01 Any notices required to be given under this Agreement by either party to the other may be affected by email, personal delivery, 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 Consultant : To the address indicated on the signature page hereto.

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.

9.03 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.

9.04 If this Agreement involves an expenditure of public funds in excess of Ten Thousand Dollars (\$10,000), the 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. Consultant shall cooperate with Metro JPA, including any authorized representative of Metro JPA, regarding such audit at no charge to Metro JPA.

9.05 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.

9.06 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.

9.07 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.

9.08 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. 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.

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

9.10 Metro JPA and Consultant 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. 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.

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.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed by their authorized representatives on the Effective Date.

METRO WASTEWATER JPA:

DEXTER WILSON

By:

By:

Jerry Jones
Chair

Dexter Wilson

Attachment A – Scope of Work and Approved Fees

DEXTER WILSON ENGINEERING, INC.



DEXTER S. WILSON, P.E.
NATALIE J. FRASCHETTI, P.E.
STEVEN J. HENDERSON, P.E.
FERNANDO FREGOSO, P.E.
KATHLEEN H. NOEL, P.E.
WILLIAM W. TODD, P.E.

MEMORANDUM

154-001

TO: Karyn Keze, Metro Wastewater Joint Powers Authority

FROM: Dexter S. Wilson, P.E., Dexter Wilson Engineering, Inc.
Kathleen H. Noel, P.E., Dexter Wilson Engineering, Inc. *KM*

DATE: March 11, 2026

SUBJECT: Metro Wastewater Joint Powers Authority Engineering
Consultant Scope FY 2027-2030

Dexter Wilson Engineering, Inc. (DWEI) serves as the Engineering Consultant to the Metro Wastewater Joint Powers Authority (Metro JPA). As part of an ongoing Consultant Contract Renewal Assessment, DWEI has been asked to submit a proposed scope of work and associated fees for a four-year extension of our existing contract. This memo describes our assumptions and the proposed scope and fees included in Attachment A. We appreciate the opportunity to provide this scope and fee to the Metro JPA and should you have any follow-up questions feel free to contact us at your convenience.

Key Assumptions

- Pure Water Phase 1
 - Substantial Completion in 2027
 - Work for audit begins in FY 2028 with 50 additional hours needed
 - Bulk of work occurs in FY 2029 with 50 more hours needed in comparison to FY 2028
 - FY 2030 will return to FY 2028 level of effort

- SARA and FAB implementation
 - Assume majority of work is in FY 2027 and FY 2028 with 50 hours of work estimated for initial implementation.
 - Decrease number of hours by 10 hours per year, so FY 2029 is 40 hours total, and FY 2030 is 30 hours total. Assumes after implementation in FY27/28 a process is established decreasing the level of effort needed to assist the City in subsequent years.

- All other tasks remain unchanged.

DSW:KHN:ah

ATTACHMENT A

PROPOSED SCOPE AND FEES

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 Committee/AdHoc meetings as directed by JPA Executive Director.
4. Attend and prepare for other meetings as directed by JPA Executive Director..
5. Prepare cost estimates, cost sharing material, scope of works, or other material as directed by JPA Executive Director.
6. Review Pure Water reports, plans, and specifications and provide comments as directed by the JPA Executive Director. Attendance at Pure Water Phase 2 Workshops.
7. Assist Financial Consultant with Metro Audits and Pure Water cost splits.
8. Attendance at and assistance in preparation of agendas for FIG Meetings.
9. Lead Metro TAC I&I Committee for a regional I&I Study.
10. Assist the City of San Diego with the implementation of SARA and FAB.

EXHIBIT B

Schedule of Charges – FY 2027-2030

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.

FY 26-27 Summary of Hours by Task:

Task 1— Estimated 5 hours per month. Task 7 — Estimated 100 hours total.
Task 2— Estimated 5 hours per month. Task 8— Estimated 3 hours per month.
Task 3 — Estimated 3 hours per month. Task 9 — Estimated 5 hours per month
Task 4 — Estimated 3 hours per month. Task 10— Estimated 50 hours total.
Task 5 — Estimated 5 hours per month.
Task 6 — Estimated 200 hours total.

FY 26-27 Proposed Budget					
Task	Professional	Technical	Clerical	Total	Task Cost
1	60	0	0	60	\$13,425
2	60	0	0	60	\$13,425
3	36	0	0	36	\$7,860
4	36	0	0	36	\$7,860
5	60	0	20	80	\$14,275
6	200	0	20	220	\$43,000
7	100	0	0	100	\$22,375
8	36	0	0	36	\$7,860
9	60	0	0	60	\$13,425
10	50	0	0	50	\$10,375
TOTAL	698	0	40	738	\$153,880

FY 27-28 Summary of Hours by Task:

Task 1— Estimated 5 hours per month.
 Task 2— Estimated 5 hours per month.
 Task 3 — Estimated 3 hours per month.
 Task 4 — Estimated 3 hours per month.
 Task 5 — Estimated 5 hours per month.
 Task 6 — Estimated 200 hours total.

Task 7 — Estimated 150 hours total.
 Task 8— Estimated 3 hours per month.
 Task 9 — Estimated 5 hours per month
 Task 10— Estimated 50 hours total.

FY 27-28 Proposed Budget					
Task	Professional	Technical	Clerical	Total	Task Cost
1	60	0	0	60	\$13,425
2	60	0	0	60	\$13,425
3	36	0	0	36	\$7,860
4	36	0	0	36	\$7,860
5	60	0	20	80	\$14,275
6	200	0	20	220	\$43,000
7	150	0	0	150	\$33,400
8	36	0	0	36	\$7,860
9	60	0	0	60	\$13,425
10	50	0	0	50	\$10,375
TOTAL	748	0	40	788	\$164,905

FY 28-29 Summary of Hours by Task:

Task 1— Estimated 5 hours per month.
 Task 2— Estimated 5 hours per month.
 Task 3 — Estimated 3 hours per month.
 Task 4 — Estimated 3 hours per month.
 Task 5 — Estimated 5 hours per month.
 Task 6 — Estimated 200 hours total.

Task 7 — Estimated 200 hours total.
 Task 8— Estimated 3 hours per month.
 Task 9 — Estimated 5 hours per month
 Task 10— Estimated 40 hours total.

FY 28-29 Proposed Budget					
Task	Professional	Technical	Clerical	Total	Task Cost
1	60	0	0	60	\$13,425
2	60	0	0	60	\$13,425
3	36	0	0	36	\$7,860
4	36	0	0	36	\$7,860
5	60	0	20	80	\$14,275
6	200	0	20	220	\$43,000
7	200	0	0	200	\$44,750
8	36	0	0	36	\$7,860
9	60	0	0	60	\$13,425
10	40	0	0	40	\$8,300
TOTAL	788	0	40	828	\$174,180

FY 29-30 Summary of Hours by Task:

Task 1— Estimated 5 hours per month.
 Task 2— Estimated 5 hours per month.
 Task 3 — Estimated 3 hours per month.
 Task 4 — Estimated 3 hours per month.
 Task 5 — Estimated 5 hours per month.
 Task 6 — Estimated 200 hours total.

Task 7 — Estimated 150 hours total.
 Task 8— Estimated 3 hours per month.
 Task 9 — Estimated 5 hours per month
 Task 10— Estimated 30 hours total.

FY 29-30 Proposed Budget					
Task	Professional	Technical	Clerical	Total	Task Cost
1	60	0	0	60	\$13,425
2	60	0	0	60	\$13,425
3	36	0	0	36	\$7,860
4	36	0	0	36	\$7,860
5	60	0	20	80	\$14,275
6	200	0	20	220	\$43,000
7	150	0	0	150	\$33,400
8	36	0	0	36	\$7,860
9	60	0	0	60	\$13,425
10	30	0	0	30	\$6,225
TOTAL	728	0	40	768	\$160,755

EXHIBIT "B" (cont.)

Schedule of Charges

**Rate Schedule
Effective January 1, 2026**

CLASSIFICATION

HOURLY RATE

Office Personnel:

Planning/Design

Principal Engineer	\$240.00
Managing Engineer	\$230.00
Project Engineer	\$210.00
Senior Engineer	\$195.00
Design Engineer III	\$185.00
Design Engineer II	\$175.00
Design Engineer I	\$165.00
Associate Engineer III	\$155.00
Associate Engineer II	\$135.00
Associate Engineer I	\$120.00
Engineering Aide II	\$110.00
Engineering Aide I	\$105.00

Drafting/Design

Senior Designer	\$160.00
Senior Drafter	\$125.00
Drafter II	\$115.00
Drafter I	\$110.00

Clerical

\$ 75.00

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

This agreement (“**Agreement**”) is made and entered into as of July 1, 2026 by and between the METRO WASTEWATER JOINT POWERS AUTHORITY (hereinafter referred to as the “**Metro JPA**”), a joint powers authority organized and operating pursuant to California Government Code section 6500 *et seq.*, and Rodney Greek, CPA (hereinafter referred to as “**Consultant**”). Metro JPA and Consultant are sometimes referred to individually as “**Party**” and collectively as “**Parties**.”

ARTICLE 1 TERM OF AGREEMENT

1.01 The term of this Agreement shall commence on July 1, 2026 (the “**Effective Date**”), and will continue for **four years** through June 30, 2030, or until terminated as provided under Article 7, whichever occurs first. At the Parties discretion, and pursuant to a written letter agreement, this Agreement may be extended by one optional year according to the terms set forth in Attachment A – Scope of Work (“**Attachment A**”) and herein. This Agreement may be further extended by a written amendment signed by both parties. Attachment A may contain further instructions regarding required timelines for performance of the Services to be provided under this Agreement. Time is of the essence for each and every provision of this Agreement.

ARTICLE 2 SCOPE OF WORK

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

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

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

ARTICLE 3 COMPENSATION

3.01 Compensation payable to Consultant for Services performed under this Agreement shall not exceed those annual amounts indicated on Attachment A (the “**Approved Fees**”). The Approved Fees shall not be exceeded unless agreed upon through an amendment to this Agreement executed by both parties. Such amendment shall identify any change in compensation as a result of the change in scope of work. The parties agree that this compensation was developed in accordance with the customary and prevailing compensation level in the community and surrounding area for comparable services. Consultant and Metro JPA agreed to this amount through an arm’s length negotiation between the parties.

3.02 Consultant shall not incur any expenses unless pre-approved by Metro JPA in writing. Consultant shall submit invoices to Metro JPA at the address listed on Attachment A. Such invoices shall include a brief narrative description of the work performed, as well as detailed time expenditures on a task-by-task basis pursuant to Attachment A. Consultant will provide Metro JPA with receipts and proof of payment for all expenses. Unless otherwise provided on Attachment A, Metro JPA shall make payment of any undisputed invoiced amount to Consultant within forty-five (45) days of receipt of an approved invoice.

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

ARTICLE 4 RELATIONSHIP OF PARTIES

4.01 **Independent Contractor.** Consultant's retention by Metro JPA is as an independent contractor. Nothing in this Agreement is intended to create an employer-employee relationship between Metro JPA and Consultant or Consultant's personnel, subcontractors, and hires. Neither Consultant nor its personnel shall be entitled to any benefits, including without limitation, paid sick leave, vacation, insurance or wages. Consultant is solely responsible for appropriately classifying, training and compensating its employees, paying and withholding taxes as an employer, carrying employer-required insurance (including workers' compensation), ensuring a safe workplace, and complying with all other duties and obligations as an employer. Consultant shall not hold itself out as an agent of the Metro JPA and shall not have authority to bind Metro JPA except as expressly authorized in Schedule A. As a material inducement to entering into this Agreement, the Parties represent and warrant as follows:

4.01.1 Consultant is free from the control and direction of Metro JPA in connection with the performance of the Services.

4.01.2 Consultant provides services directly to Metro JPA rather than to customers of Metro JPA, except to the extent that Consultant's personnel are solely performing the Services under Consultant's name and Consultant regularly contracts with other businesses.

4.01.3 If the Services are performed in a jurisdiction that requires Consultant to have a business license or business tax registration, Consultant has the required business license or business tax registration.

4.01.4 Consultant maintains a business location that is separate from the business or work location of Metro JPA.

4.01.5 Consultant is customarily engaged in an independently established business of the same nature as that involved in the Services.

4.01.6 Consultant advertises and holds itself out to the public as available to provide the same or similar services as provided under this Agreement.

4.01.7 Consistent with the nature of the Services, Consultant provides its own tools, vehicles, and equipment to perform the Services, not including any proprietary materials that may be necessary to perform the Services. Consultant is not required to purchase or rent any products, equipment, or services from Metro JPA as a condition of this Agreement.

4.01.8 Consultant can negotiate his or her own rates.

4.01.9 Consistent with the nature of the Services, Consultant can set its own hours and location of work.

4.02 To the maximum extent allowable by law, Consultant 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) Consultant's failure to meet its obligations under this Article, or (b) a third party's designation of Consultant or its personnel as an employee of Metro JPA, regardless of any actual or alleged negligence by Metro JPA.

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

ARTICLE 5 OBLIGATIONS OF CONSULTANT

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

5.02 To the maximum extent allowable by law, Consultant shall indemnify, defend, and hold harmless Metro JPA and each its 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 Consultant's performance or obligations under this Agreement, or to Consultant's negligence, recklessness, or willful misconduct, or a breach by Consultant of any representation or agreement contained in this Agreement. Consultant's obligation to indemnify, defend, and hold harmless Metro JPA shall extend to the acts or omissions, either directly or indirectly, by Consultant's officers, officials, directors, employees, subcontractors, agents, representatives, volunteers, successors, assigns, or anyone for whom Consultant is legally responsible. Consultant'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 solely caused by the negligence or willful misconduct of the Indemnified Parties. Consultant shall not agree without Indemnified Parties' prior written consent to any settlement on Indemnified Parties' behalf. Consultant's indemnification, hold harmless, and defense obligation shall survive the termination or expiration of this Agreement.

5.03 Consultant shall carry all insurance required by federal, state, county and local laws. Unless otherwise indicated on Attachment A, Consultant shall procure and maintain during the life of the Agreement, adequate insurance coverage, admitted in the State of California, to protect Consultant 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 work hereunder by Consultant, 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. Consultant will provide proof of insurance coverage upon request of Metro JPA. Metro JPA reserves the right to terminate this Agreement if

Consultant fails to provide proof of adequate insurance coverage as required herein. Provision of insurance coverage as required by this Agreement shall not affect Consultant's indemnity obligations.

5.04 Upon the award of this Agreement and periodically thereafter, Consultant may be required to complete and file with Metro JPA a Conflict of Interest form, to be provided to Consultant by Metro JPA.

5.05 Consultant shall not subcontract or assign this Agreement nor any duties or obligations under this Agreement without the prior written consent of Metro JPA. Consultant 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 Consultant's duties and obligations hereunder.

5.06 Consultant shall be solely and completely responsible for the safety of all Consultant personnel, including personnel of any subcontractors, during performance of Services. Consultant shall fully comply with all laws, rules, regulations and ordinances relating to safety of the public and workers, whether federal, state or local. Consultant shall also comply with all contract provisions and Metro JPA's policies, procedures, departmental rules, and other directives, as provided by Metro JPA to Consultant, relating to the safety of the public and workers.

Official Bond and Insurance

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

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

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

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

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

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

5.09 The following are required provisions:

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

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

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

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

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

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

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

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

ARTICLE 6 OBLIGATIONS OF METRO JPA

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

ARTICLE 7 TERMINATION OF AGREEMENT

7.01 If Metro JPA determines that Consultant 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 Consultant 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 Consultant until the Services under this Agreement are completed. If Metro JPA incurs additional costs, expenses, or other damages due to the failure of Consultant 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 Consultant 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, Consultant shall be liable to Metro JPA for the difference.

7.02 Consultant 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 Consultant may allow, after Metro JPA'S receipt from Consultant of a written termination notice specifying the default in performance. In the event of termination for cause by Consultant, Metro JPA will pay Consultant in accordance with Section 7.03.

7.03 Metro JPA may terminate this Agreement for convenience at any time upon written notice to Consultant, in which case, Metro JPA will pay Consultant 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 Consultant 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 Consultant's use is the sole property of Metro JPA. Consultant and its employee(s) and subcontractor(s) will keep any confidential information provided by Metro JPA in the strictest confidence, and will not disclose it by any means to any person except with Metro JPA approval, and only to the extent necessary to perform the Services under this Agreement. On termination of this Agreement, Consultant will promptly return to Metro JPA any confidential information in its possession.

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

ARTICLE 9 GENERAL PROVISIONS

9.01 Any notices required to be given under this Agreement by either party to the other may be affected by email, personal delivery, 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 Consultant : To the address indicated on the signature page hereto.

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.

9.03 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.

9.04 If this Agreement involves an expenditure of public funds in excess of Ten Thousand Dollars (\$10,000), the 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. Consultant shall cooperate with Metro JPA, including any authorized representative of Metro JPA, regarding such audit at no charge to Metro JPA.

9.05 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.

9.06 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.

9.07 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.

9.08 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. 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.

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

9.10 Metro JPA and Consultant 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. 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.

[SIGNATURE PAGE FOLLOWS]

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.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed by their authorized representatives on the Effective Date.

METRO WASTEWATER JPA:

RODNEY GREEK, CPA

By:

By:

Jerry Jones
Chair

Rodney Greek

APPROVED AS TO FORM:

Adriana Ochoa
General Counsel
METRO WASTEWATER JPA

**TRANSMITTAL FOR THE PROPOSED SCOPE OF WORK
FOR TREASURER/ASSISTANT TREASURER
FOR THE FOUR-YEAR PERIOD OF FY2027 THROUGH FY2030**

The Metro JPA Treasurer oversees all financial transactions and ensures strict accountability of funds in compliance with Government Code Sections 6505 and 6505.5. Until Fiscal Year (FY) 2025, the Treasurer was an employee of one of the PAs' finance departments, with the Metro JPA reimbursing the PA for the Treasurer's services. However, starting in FY 2025, the Board of Directors determined it was more efficient to engage a consultant Certified Public Accountant (CPA) to fulfill the Treasurer's duties.

The Treasurer serves as the depository and custodian of all Metro JPA accounts, funds, and money, supporting budget preparation, financial reporting, record-keeping, and cash management. Key duties include reviewing and processing consultant and vendor invoices, preparing checks for Board signatures, supporting the Executive Director/Financial Consultant in budget preparation, managing member agency invoicing, and participating in the bi-annual audit. The Treasurer works on an as-needed, hourly basis to fulfill these responsibilities.

During the term of this proposed 4-year contract the Treasurer is proposing to add these additional responsibilities:

Phase 1 reconciliation and Exhibit E work:

- Phase 1 substantial completion is expected in FY2027. (No scope added in FY2027)
- FY2028: Exhibit E reconciliation task.
- FY2029: Exhibit E reconciliation task. This is expected to be the primary year for completion of the Phase 1 reconciliation.
- FY2030: Exhibit E reconciliation task.

The total Proposed Budgeted Hours and Cost for the Four-Year period FY2027 through FY2030 is as follows:

<u>FISCAL YEAR</u>	<u>BUDGETED HOURS</u>	<u>BUDGETED COST</u>
FY2027	334.0	\$ 78,150.00
FY2028	337.0	\$ 82,081.00
FY2029	363.0	\$ 90,429.00
FY2030	337.0	\$ 85,193.00
4-YEAR TOTAL	1,371.0	\$ 335,853.00

Fiscal Year (FY) 2027

During FY2027, Rodney Greek, CPA and Assistant Treasurer Lee Ann Jones Santos will provide professional Government Treasurer Accounting services to Metro JPA as follows:

- Monitor and manage separate bank accounts to include savings and checking.
- Maintain and reconcile bank accounts,
- Prepare Member Agency annual billings.
- Collect and deposit Member Agency billings.
- Make authorized expenditures related to conducting Metro Metro JPA business.
- Provide biannual unaudited financial reporting which reflects cash balances, outstanding receivables, and payables.
- Provide biannual unaudited income statement financial reporting. Financial reporting will separately track Metro JPA receipts and expenditures.
- Accrual basis of accounting will be used to reveal outstanding receivables and payables to the extent known as of the financial statement date.
- Attend staff and Board meetings as desired by the Metro Commission.
- Consult and respond to questions from member agencies concerning finances and billings.
- Review and Update Financial/Fiscal Policies as needed.
 - Draft Equipment replacement Policy.
 - Add Review of Stale dated checks to year end procedures policy.
 - Review records to ensure adherence to the Records Retention Policy.
- Assist with Board Administrative duties As-Needed.
- Implement process improvements for financial accounting, processing and reporting as new technologies are developed and identified.
- Administrator and manage the Metro Wastewater JPA/Commission website and lead the website redesign project.
- Other incidental services consistent with the Treasurer's position.

Services will be billed quarterly based on hours worked for each line item.
 Professional Government Accounting Services will be provided at billable rates
 as follows:

Treasurer/CPA - \$315.00 per hour

Assistant Treasurer - \$205.00 per hour

FY 2027 Services

Budgeted Hours are as follows:

TASK	Estimated Hours	Estimated Budget
Monthly Invoicing	36	\$7,380.00
Annual Agency Billing - issue bills, collect and deposit.	3	615.00
Maintain and Reconcile Bank Accounts	32	6,670.00
Mid-Year Financials	30	6,700.00
Year End Financials	30	7,140.00
Budget - review actuals and contracts, work with Executive Director on format.	9	2,395.00
Finance/Finance Committee Meetings	30	7,470.00
Metro TAC Meetings	14	3,310.00
Metro Commission Meetings	40	11,500.00
Review and Update Fiscal Policies	15	4,725.00
Assist with Board Administration As-Needed	25	5,125.00
Administer & Manage Website Redesign Project	60	12,740.00
Miscellaneous	10	2,380.00
TOTAL ESTIMATE:	334 Hours	\$78,150.00

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

Consultant Contact Information:

Rodney Greek, CPA

California CPA License # 75279

1325 N. Vulcan Ave.

Encinitas, CA 92024

CPA's Office Phone: 760-809-0681

CPA's Office Email: rjgreek@cox.net

Assistant Treasurer – Lee Ann Jones-Santos

Assistant Treasurer's Phone: 619-823-8129

Assistant Treasurer's Email: lasantos8928@gmail.com

Fiscal Year (FY) 2028

During FY2028, Rodney Greek, CPA and Assistant Treasurer Lee Ann Jones Santos will provide professional Government Treasurer Accounting services to Metro JPA as follows:

- Monitor and manage separate bank accounts to include savings and checking.
- Maintain and reconcile bank accounts,
- Prepare Member Agency annual billings.
- Collect and deposit Member Agency billings.
- Make authorized expenditures related to conducting Metro Metro JPA business.
- Provide biannual unaudited financial reporting which reflects cash balances, outstanding receivables, and payables.
- Provide biannual unaudited income statement for financial reporting. Financial reporting will separately track Metro JPA receipts and expenditures.
- Prepare biennial unaudited balance sheet, income statement and cash flow statement. Work with outside audit firm to complete the biennial audit.
- Accrual basis of accounting will be used to reveal outstanding receivables and payables to the extent known as of the financial statement date.
- Attend staff and Board meetings as desired by the Metro Commission.
- Consult and respond to questions from member agencies concerning finances and billings.
- Review and Update Financial/Fiscal Policies as needed.
 - Review records to ensure adherence to the Records Retention Policy.
- Assist with Board Administrative duties As-Needed.
- Implement process improvements for financial accounting, processing and reporting as new technologies are developed and identified.
- Administrator and manage the Metro Wastewater JPA/Commission website.
- Exhibit E Reconciliation.
- Other incidental services consistent with the Treasurer's position.

Services will be billed quarterly based on hours worked for each line item. Professional Government Accounting Services will be provided at billable rates as follows:

(Billable Rates below were increased 2% over prior fiscal year rounded down to the nearest whole dollar)

Treasurer/CPA - \$321.00 per hour

Assistant Treasurer - \$209.00 per hour

FY 2028 Services

Budgeted Hours are as follows:

TASK	Estimated Hours	Estimated Budget
Monthly Invoicing	36	\$7,524.00
Annual Agency Billing - issue bills, collect and deposit.	3	627.00
Maintain and Reconcile Bank Accounts	32	6,800.00
Mid-Year Financials	30	6,830.00
Year End Financials (includes Biennial Audit)	42	10,234.00
Budget - review actuals and contracts, work with Executive Director on format.	9	2,441.00
Finance/Finance Committee Meetings	30	7,614.00
Metro TAC Meetings	14	3,374.00
Metro Commission Meetings	40	11,720.00
Review and Update Fiscal Policies	15	4,815.00
Assist with Board Administration As-Needed	25	5,225.00
Administer & Manage JPA's Website	11	2,411.00
Exhibit E Reconciliation	40	10,040.00
Miscellaneous	10	2,426.00
TOTAL ESTIMATE:	337 Hours	\$82,081.00

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

Consultant Contact Information:

Rodney Greek, CPA

California CPA License # 75279

1325 N. Vulcan Ave.

Encinitas, CA 92024

CPA's Office Phone: 760-809-0681

CPA's Office Email: rjgreek@cox.net

Assistant Treasurer – Lee Ann Jones-Santos

Assistant Treasurer's Phone: 619-823-8129

Assistant Treasurer's Email: lasantos8928@gmail.com

Fiscal Year (FY) 2029

During FY2029, Rodney Greek, CPA and Assistant Treasurer Lee Ann Jones Santos will provide professional Government Treasurer Accounting services to Metro JPA as follows:

- Monitor and manage separate bank accounts to include savings and checking.
- Maintain and reconcile bank accounts,
- Prepare Member Agency annual billings.
- Collect and deposit Member Agency billings.
- Make authorized expenditures related to conducting Metro Metro JPA business.
- Provide biannual unaudited financial reporting which reflects cash balances, outstanding receivables, and payables.
- Provide biannual unaudited income statement for financial reporting. Financial reporting will separately track Metro JPA receipts and expenditures.
- Accrual basis of accounting will be used to reveal outstanding receivables and payables to the extent known as of the financial statement date.
- Attend staff and Board meetings as desired by the Metro Commission.
- Consult and respond to questions from member agencies concerning finances and billings.
- Review and Update Financial/Fiscal Policies as needed.
 - Review records to ensure adherence to the Records Retention Policy.
- Assist with Board Administrative duties As-Needed.
- Implement process improvements for financial accounting, processing and reporting as new technologies are developed and identified.
- Administrator and manage the Metro Wastewater JPA/Commission website.
- Exhibit E Reconciliation. This is the primary year to complete Phase 1.
- Other incidental services consistent with the Treasurer's position.

Services will be billed quarterly based on hours worked for each line item. Professional Government Accounting Services will be provided at billable rates as follows:

(Billable Rates below were increased 2% over prior fiscal year rounded down to the nearest whole dollar)

Treasurer/CPA - \$327.00 per hour

Assistant Treasurer - \$213.00 per hour

FY 2029 Services

Budgeted Hours are as follows:

TASK	Estimated Hours	Estimated Budget
Monthly Invoicing	36	\$7,668.00
Annual Agency Billing - issue bills, collect and deposit.	3	639.00
Maintain and Reconcile Bank Accounts	32	6,930.00
Mid-Year Financials	30	6,960.00
Year End Financials	28	6,990.00
Budget - review actuals and contracts, work with Executive Director on format.	9	2,487.00
Finance/Finance Committee Meetings	30	7,758.00
Metro TAC Meetings	14	3,438.00
Metro Commission Meetings	40	11,940.00
Review and Update Fiscal Policies	15	4,905.00
Assist with Board Administration As-Needed	25	5,325.00
Administer & Manage JPA's Website	11	2,457.00
Exhibit E Reconciliation (Complete Phase 1)	80	20,460.00
Miscellaneous	10	2,472.00
TOTAL ESTIMATE:	363 Hours	\$90,429.00

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

Consultant Contact Information:

Rodney Greek, CPA

California CPA License # 75279

1325 N. Vulcan Ave.

Encinitas, CA 92024

CPA's Office Phone: 760-809-0681

CPA's Office Email: rjgreek@cox.net

Assistant Treasurer – Lee Ann Jones-Santos

Assistant Treasurer's Phone: 619-823-8129

Assistant Treasurer's Email: lasantos8928@gmail.com

Fiscal Year (FY) 2030

During FY2030, Rodney Greek, CPA and Assistant Treasurer Lee Ann Jones Santos will provide professional Government Treasurer Accounting services to Metro JPA as follows:

- Monitor and manage separate bank accounts to include savings and checking.
- Maintain and reconcile bank accounts,
- Prepare Member Agency annual billings.
- Collect and deposit Member Agency billings.
- Make authorized expenditures related to conducting Metro Metro JPA business.
- Provide biannual unaudited financial reporting which reflects cash balances, outstanding receivables, and payables.
- Provide biannual unaudited income statement for financial reporting. Financial reporting will separately track Metro JPA receipts and expenditures.
- Prepare biennial unaudited balance sheet, income statement and cash flow statement. Work with outside audit firm to complete the biennial audit.
- Accrual basis of accounting will be used to reveal outstanding receivables and payables to the extent known as of the financial statement date.
- Attend staff and Board meetings as desired by the Metro Commission.
- Consult and respond to questions from member agencies concerning finances and billings.
- Review and Update Financial/Fiscal Policies as needed.
 - Review records to ensure adherence to the Records Retention Policy.
- Assist with Board Administrative duties As-Needed.
- Implement process improvements for financial accounting, processing and reporting as new technologies are developed and identified.
- Administrator and manage the Metro Wastewater JPA/Commission website.
- Exhibit E Reconciliation.
- Other incidental services consistent with the Treasurer's position.

Services will be billed quarterly based on hours worked for each line item. Professional Government Accounting Services will be provided at billable rates as follows:

(Billable Rates below were increased 2% over prior fiscal year rounded down to the nearest whole dollar)

Treasurer/CPA - \$333.00 per hour

Assistant Treasurer - \$217.00 per hour

FY 2030 Services

Budgeted Hours are as follows:

TASK	Estimated Hours	Estimated Budget
Monthly Invoicing	36	\$7,812.00
Annual Agency Billing - issue bills, collect and deposit.	3	651.00
Maintain and Reconcile Bank Accounts	32	7,060.00
Mid-Year Financials	30	7,090.00
Year End Financials (includes Biennial Audit)	42	10,622.00
Budget - review actuals and contracts, work with Executive Director on format.	9	2,533.00
Finance/Finance Committee Meetings	30	7,902.00
Metro TAC Meetings	14	3,502.00
Metro Commission Meetings	40	12,160.00
Review and Update Fiscal Policies	15	4,995.00
Assist with Board Administration As-Needed	25	5,425.00
Administer & Manage JPA's Website	11	2,503.00
Exhibit E Reconciliation	40	10,420.00
Miscellaneous	10	2,518.00
TOTAL ESTIMATE:	337 Hours	\$85,193.00

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

Consultant Contact Information:

Rodney Greek, CPA

California CPA License # 75279

1325 N. Vulcan Ave.

Encinitas, CA 92024

CPA's Office Phone: 760-809-0681

CPA's Office Email:

rjgreek@cox.net

Assistant Treasurer – Lee Ann Jones-Santos

Assistant Treasurer's Phone: 619-823-8129

Assistant Treasurer's Email: lasantos8928@gmail.com

AGREEMENT FOR ADMINISTRATIVE SERVICES BETWEEN METRO WASTEWATER JOINT POWERS AUTHORITY AND LORI PEOPLES

This agreement (“**Agreement**”) is made and entered into as of July 1, 2026 by and between the METRO WASTEWATER JOINT POWERS AUTHORITY (hereinafter referred to as the “**Metro JPA**”), a joint powers authority organized and operating pursuant to California Government Code section 6500 *et seq.*, and Lori Peoples (hereinafter referred to as “**Consultant**”). Metro JPA and Consultant are sometimes referred to individually as “**Party**” and collectively as “**Parties**.”

ARTICLE 1 TERM OF AGREEMENT

1.01 The term of this Agreement shall commence on July 1, 2026 (the “**Effective Date**”), and will continue for **four years** through June 30, 2030, or until terminated as provided under Article 7, whichever occurs first. At the Parties discretion, and pursuant to a written letter agreement, this Agreement may be extended by one optional year according to the terms set forth in Attachment A – Scope of Work (“**Attachment A**”) and herein. This Agreement may be further extended by a written amendment signed by both parties. Attachment A may contain further instructions regarding required timelines for performance of the Services to be provided under this Agreement. Time is of the essence for each and every provision of this Agreement.

ARTICLE 2 SCOPE OF WORK

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

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

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

ARTICLE 3 COMPENSATION

3.01 Compensation payable to Consultant for Services performed under this Agreement shall not exceed those annual amounts indicated on Attachment A (the “**Approved Fees**”). The Approved Fees shall not be exceeded unless agreed upon through an amendment to this Agreement executed by both parties. Such amendment shall identify any change in compensation as a result of the change in scope of work. The parties agree that this compensation was developed in accordance with the customary and prevailing compensation level in the community and surrounding area for comparable services. Consultant and Metro JPA agreed to this amount through an arm’s length negotiation between the parties.

3.02 Consultant shall not incur any expenses unless pre-approved by Metro JPA in writing. Consultant shall submit invoices to Metro JPA at the address listed on Attachment A. Such invoices shall include a brief narrative description of the work performed, as well as detailed time expenditures on a task-by-task basis pursuant to Attachment A. Consultant will provide Metro JPA with receipts and proof of payment for all expenses. Unless otherwise provided on Attachment A, Metro JPA shall make payment of any undisputed invoiced amount to Consultant within forty-five (45) days of receipt of an approved invoice.

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

ARTICLE 4 RELATIONSHIP OF PARTIES

4.01 **Independent Contractor.** Consultant's retention by Metro JPA is as an independent contractor. Nothing in this Agreement is intended to create an employer-employee relationship between Metro JPA and Consultant or Consultant's personnel, subcontractors, and hires. Neither Consultant nor its personnel shall be entitled to any benefits, including without limitation, paid sick leave, vacation, insurance or wages. Consultant is solely responsible for appropriately classifying, training and compensating its employees, paying and withholding taxes as an employer, carrying employer-required insurance (including workers' compensation), ensuring a safe workplace, and complying with all other duties and obligations as an employer. Consultant shall not hold itself out as an agent of the Metro JPA and shall not have authority to bind Metro JPA except as expressly authorized in Schedule A. As a material inducement to entering into this Agreement, the Parties represent and warrant as follows:

4.01.1 Consultant is free from the control and direction of Metro JPA in connection with the performance of the Services.

4.01.2 Consultant provides services directly to Metro JPA rather than to customers of Metro JPA, except to the extent that Consultant's personnel are solely performing the Services under Consultant's name and Consultant regularly contracts with other businesses.

4.01.3 If the Services are performed in a jurisdiction that requires Consultant to have a business license or business tax registration, Consultant has the required business license or business tax registration.

4.01.4 Consultant maintains a business location that is separate from the business or work location of Metro JPA.

4.01.5 Consultant is customarily engaged in an independently established business of the same nature as that involved in the Services.

4.01.6 Consultant advertises and holds itself out to the public as available to provide the same or similar services as provided under this Agreement.

4.01.7 Consistent with the nature of the Services, Consultant provides its own tools, vehicles, and equipment to perform the Services, not including any proprietary materials that may be necessary to perform the Services. Consultant is not required to purchase or rent any products, equipment, or services from Metro JPA as a condition of this Agreement.

4.01.8 Consultant can negotiate his or her own rates.

4.01.9 Consistent with the nature of the Services, Consultant can set its own hours and location of work.

4.02 To the maximum extent allowable by law, Consultant 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) Consultant's failure to meet its obligations under this Article, or (b) a third party's designation of Consultant or its personnel as an employee of Metro JPA, regardless of any actual or alleged negligence by Metro JPA.

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

ARTICLE 5 OBLIGATIONS OF CONSULTANT

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

5.02 To the maximum extent allowable by law, Consultant shall indemnify, defend, and hold harmless Metro JPA and each its 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 Consultant's performance or obligations under this Agreement, or to Consultant's negligence, recklessness, or willful misconduct, or a breach by Consultant of any representation or agreement contained in this Agreement. Consultant's obligation to indemnify, defend, and hold harmless Metro JPA shall extend to the acts or omissions, either directly or indirectly, by Consultant's officers, officials, directors, employees, subcontractors, agents, representatives, volunteers, successors, assigns, or anyone for whom Consultant is legally responsible. Consultant'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 solely caused by the negligence or willful misconduct of the Indemnified Parties. Consultant shall not agree without Indemnified Parties' prior written consent to any settlement on Indemnified Parties' behalf. Consultant's indemnification, hold harmless, and defense obligation shall survive the termination or expiration of this Agreement.

5.03 Consultant shall carry all insurance required by federal, state, county and local laws. Unless otherwise indicated on Attachment A, Consultant shall procure and maintain during the life of the Agreement, adequate insurance coverage, admitted in the State of California, to protect Consultant 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 work hereunder by Consultant, 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. Consultant will provide proof of insurance coverage upon request of Metro JPA. Metro JPA reserves the right to terminate this Agreement if

Consultant fails to provide proof of adequate insurance coverage as required herein. Provision of insurance coverage as required by this Agreement shall not affect Consultant's indemnity obligations.

5.04 Upon the award of this Agreement and periodically thereafter, Consultant may be required to complete and file with Metro JPA a Conflict of Interest form, to be provided to Consultant by Metro JPA.

5.05 Consultant shall not subcontract or assign this Agreement nor any duties or obligations under this Agreement without the prior written consent of Metro JPA. Consultant 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 Consultant's duties and obligations hereunder.

5.06 Consultant shall be solely and completely responsible for the safety of all Consultant personnel, including personnel of any subcontractors, during performance of Services. Consultant shall fully comply with all laws, rules, regulations and ordinances relating to safety of the public and workers, whether federal, state or local. Consultant shall also comply with all contract provisions and Metro JPA's policies, procedures, departmental rules, and other directives, as provided by Metro JPA to Consultant, relating to the safety of the public and workers.

Insurance

5.07 Consultant shall procure and maintain in full force and effect for the duration of this Agreement, commercial general liability and automobile insurance in amounts and with policies, endorsements and conditions required by the Metro JPA for the Administrative Services, as determined by the Metro JPA Executive Director in his or her discretion.

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

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

5.09.1 Evidence of insurance must be maintained for at least five (5) years after termination of this Agreement.

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

**ARTICLE 6
OBLIGATIONS OF METRO JPA**

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

**ARTICLE 7
TERMINATION OF AGREEMENT**

7.01 If Metro JPA determines that Consultant 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 Consultant 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 Consultant until the Services under this Agreement are completed. If Metro JPA incurs additional costs, expenses, or other damages due to the failure of Consultant 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 Consultant OR 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, Consultant shall be liable to Metro JPA for the difference.

7.02 Consultant 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 Consultant may allow, after Metro JPA'S receipt from Consultant of a written termination notice specifying the default in performance. In the event of termination for cause by Consultant, Metro JPA will pay Consultant in accordance with Section 7.03.

7.03 Metro JPA may terminate this Agreement for convenience at any time upon written notice to Consultant, in which case, Metro JPA will pay Consultant 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 Consultant 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 Consultant's use is the sole property of Metro JPA. Consultant and its employee(s) and subcontractor(s) will keep any confidential information provided by Metro JPA in the strictest confidence, and will not disclose it by any means to any person except with Metro JPA approval, and only to the extent necessary to perform the Services under this Agreement. On termination of this Agreement, Consultant will promptly return to Metro JPA any confidential information in its possession.

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

unconditionally assign to Metro JPA and its successors, and assigns, all right, title and interest in and to such Work Product and all intellectual property rights embodied therein or practiced thereby.

ARTICLE 9 GENERAL PROVISIONS

9.01 Any notices required to be given under this Agreement by either party to the other may be affected by email, personal delivery, 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
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To Consultant:	To the address indicated on the signature page hereto.
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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.

9.03 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.

9.04 If this Agreement involves an expenditure of public funds in excess of Ten Thousand Dollars (\$10,000), the 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. Consultant shall cooperate with Metro JPA, including any authorized representative of Metro JPA, regarding such audit at no charge to Metro JPA.

9.05 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.

9.06 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.

9.07 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.

9.08 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. 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.

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

9.10 Metro JPA and Consultant 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. 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.

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.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed by their authorized representatives on the Effective Date.

METRO WASTEWATER JPA:

LORI PEOPLES

By:

By:

Jerry Jones
Chair

Lori Peoples
Address: _____

Attachment A – Scope of Work and Approved Fees

Scope of Work Board Secretary

The Board Secretary performs the administrative, statutory, and confidential duties normal to this office, including but not limited to countersigning all contracts and resolutions signed by the Chair or Vice Chair on behalf of the JPA, and performs such other duties as may be imposed by the Board contractually and as set forth more fully in the Metro JPA Joint Powers Agreement or Bylaws, as they may be revised from time to time. The Board Secretary provides clerical support and related services to facilitate monthly Metro JPA/Metro Commission, Metro JPA Committees, Metro TAC meetings, and any special meetings that may be called, including: preparation of agendas and attachments; posting of agendas and notices in compliance with State laws on the JPA's website and other appropriate locations; distribution via email and mailing of agenda packages; ordering meals, polling of board availability, securing meeting rooms, set-up, tear down, managing and attending on average 30 annual board and committee meetings, taking action and summary minutes and occasional meeting verbatim transcripts; preparation of and emailing and mailing of all necessary correspondence; interfacing with the Chair and Directors by phone, email and fax. The Board Secretary shall be responsible for the administration of Record Retention policy and shall oversee compliance with the provisions of this policy and acts as Records Manager by processing and tracking all agendas and attachments, resolutions, contracts, reports and correspondence of the board and ensuring they are available for public viewing with updates to the JPA's website; and as the central point of contact for the Metro JPA, Metro Commission, Metro JPA Committees, and Metro TAC. Ensures statutory compliance as required by Government Code and the Joint Exercise of Powers Act, including preparation of Oaths of Office for new board members and as the Agency Official for the submittal of Conflict of Interest 700 forms for the Executive Team to the JPA. Board Secretary services are provided pursuant to a written consulting agreement on an hourly basis not to exceed 50 hours per month. All services described herein are provided pursuant to a written consulting agreement and are performed in the capacity of an independent contractor to the Metro Wastewater Joint Powers Authority.

Contract Compensation Cap: \$50,000 annually, for Fiscal Years ending 2027-2030

Current Hourly Rate: \$72

Annual COLA adjustments based on Consumer Price Index, San Diego Area

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

THIS REIMBURSEMENT AGREEMENT FOR ADMINISTRATIVE SERVICES (“**Agreement**”) is made and entered into this 1st day of July, 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 Imperial Beach, the City of La Mesa, the City of National City, the City of Chula Vista, the Lemon Grove Sanitation District, the City of Poway, Padre Dam Municipal Water District, Otay Water District and the San Diego County Sanitation District (on behalf of: the Winter Gardens Sewer Maintenance District, a maintenance district established pursuant to California Streets & Hwys. Code section 5820 et seq.; the Lakeside/Alpine Sanitation District, a political subdivision of the State of California; and the Spring Valley Sanitation District, a political subdivision of the State of California) (the “**Participating Agencies**”) entered into a Joint Exercise of Powers Agreement, as amended, creating the Metro JPA for the purpose of taking responsibility, taking actions, and making decisions pertaining to the Regional Wastewater Disposal Agreement dated June 25, 1998 (“**Metro Agreement**”); and

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

C. The Metro JPA entered into an Agreement for Administrative Services (“**Administrative Services Agreement**”) with Lori Anne Peoples (“**Consultant**”), which agreement commences on July 1, 2026, and terminates on June 30, 2030, for the performance of these Administrative Services by Consultant (“**Administrative Services Agreement**”), a copy of which is attached as Exhibit “A”; and

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

E. The Administrative Services Agreement, requires the Metro JPA to compensate Ms. Peoples at the rate of \$72.00 per hour (as may be increased by CPI each year) plus mileage at the current IRS Rate/Mile and actual costs for postage and supplies; and

F. The City now desires to reimburse the Metro JPA for the cost of Administrative Services performed by Consultant for the Metro JPA/Metro Commission pursuant to the Administrative Services Agreement.

IN CONSIDERATION of the mutual promises set forth in this Agreement, the Parties

agree as follows:

AGREEMENT

1. Reimbursement to Metro JPA. The City agrees to reimburse Metro JPA for Administrative Services rendered by Consultant under the Administrative Services Agreement.

a. Maximum Reimbursement. The City agrees to reimburse Metro JPA at the rate of \$72.00 per hour plus mileage at the current IRS Rate/Mile and actual costs for postage and supplies for Administrative Services provided by Consultant for the Metro Commission and Metro TAC. The above hourly rate may increase each July 1 during the term of this Agreement based on the increase (if any) in the most recent San Diego Consumer Price Index – All Urban Consumers, rounded to the nearest dollar. The City agrees to reimburse Metro JPA up to \$ [REDACTED] per quarter or pro rata portion thereof, with proper documentation for phone, internet access, and technology costs incurred by Ms. Peoples in the performance of the Administrative Services.

b. Contingent Obligation. The City's obligation to reimburse the Metro JPA for the Administrative Services for fiscal years 2027-2030 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.

c. Invoicing. The Metro JPA shall submit quarterly invoices to the City for reimbursement of the Administrative Services provided to the Metro Commission under the Administrative Services Agreement. The invoices shall contain documentation of the hours the Consultant spent providing Administrative Services for Metro Commission. The City shall remit payment within thirty (30) calendar days of receipt of the invoice. City shall have the right to request from Metro JPA that City can audit all books, documents, papers, accounting records, and other evidence pertaining to costs incurred, as required in the Administrative Services Agreement, and Consultant shall maintain all aforementioned documents and make them available at all reasonable times during the Administrative Services Agreement period and for four (4) years from the date of final payment under the Administrative Services Agreement for inspection by Metro JPA and the City.

2. Term and Termination. This Agreement shall begin on the date first set forth above and terminate upon the earlier of (1) June 30, 2030; or (2) termination of the Administrative Services Agreement by Metro JPA or the Consultant. Upon termination of this Agreement, the City shall pay the Metro JPA for any outstanding Administrative 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.

3. 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: City of San Diego Public Utilities Department C/O Edgar Patino, Interagency Agreements 9192 Topaz Way San Diego, CA 92123	To METRO JPA: Metro Wastewater Joint Powers Authority C/O Adriana R. Ochoa Snell & Wilmer General Counsel for Metro JPA arochoa@swlaw.com
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4. 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.

5. 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.

6. 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 ADMINISTRATIVE 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

Exhibit A

**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 1st day of July, 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 Imperial Beach, the City of La Mesa, the City of National City, the City of Chula Vista, the Lemon Grove Sanitation District, the City of Poway, Padre Dam Municipal Water District, Otay Water District and the San Diego County Sanitation District (on behalf of: the Winter Gardens Sewer Maintenance District, a maintenance district established pursuant to California Streets & Hwys. Code section 5820 et seq.; the Lakeside/Alpine Sanitation District, a political subdivision of the State of California; and the Spring Valley Sanitation District, a political subdivision of the State of California) (the "**Participating Agencies**") entered into a Joint Exercise of Powers Agreement, as amended, creating the Metro JPA for the purpose of taking responsibility, taking actions, and making decisions pertaining to the Regional Wastewater Disposal Agreement dated June 25, 1998 ("**Metro Agreement**"); and

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

C. The Metro JPA has entered into an Agreement for Professional Services (“**Professional Services Agreement**”) with Dexter Wilson Engineering (“**Consultant**”), which agreement commences on July 1, 2026, and terminates on June 30, 2030, 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. The Professional Services Agreement requires Metro JPA to compensate the Consultant for services rendered in amounts not to exceed \$153,880 for Fiscal Year 26-27, \$164,905 for Fiscal Year 27-28, \$174,180 for Fiscal Year 28-29, and \$160,755 for Fiscal Year 29-30. Payments to Consultant for work performed under the Professional Services Agreement are made on a monthly billing basis; and

F. 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.

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 each fiscal year from FY2027-FY2030 shall not exceed dollars (\$xxx,000.00) per fiscal year for Professional Services performed by Consultant. For clarity, the total not-to-exceed amount for all Consultant services performed under the Professional Services Agreement shall be _____.

b. Contingent Obligation. The City's obligation to reimburse the Metro JPA for the Professional Services for fiscal years 2027-2030 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.

c. 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. City shall have the right to request from Metro JPA that City can audit all books, documents, papers, accounting records, and other evidence pertaining to costs incurred, as required in the Professional Services Agreement, and Consultant shall maintain all aforementioned documents and make them available at all reasonable times during the Professional Services Agreement period and for four (4) years from the date of final payment under the Professional Services Agreement for inspection by Metro JPA and the City.

2. Term and Termination. This Agreement shall begin on the date first set forth above and terminate upon the earlier of (1) June 30, 2030; 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.

3. 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:

<p>To CITY:</p> <p>City of San Diego Public Utilities Department C/O Edgar Patino, Interagency Agreements 9192 Topaz Way San Diego, CA 92123</p>	<p>To METRO JPA:</p> <p>Metro Wastewater Joint Powers Authority C/O Adriana R. Ochoa Snell & Wilmer General Counsel for Metro JPA arochoa@swlaw.com</p>
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4. 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.

5. 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.

6. 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



Computer Replacement – Board Secretary

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

Date:

Project: **Computer Purchase**

Purpose:

This report provides a recommendation to purchase a new laptop for the Board Secretary to replace outdated equipment and ensure continued efficiency in performing assigned duties. Staff consulted with the City of El Cajon's IT Director to identify a device that meets the technical requirements of the position and confirmed that the recommended model is appropriate for the Board Secretary's needs.

In addition, recent industry guidance indicates that computer prices may increase in the near term. Link: [The Death of the Cheap Laptop Is Coming | Reviews by Wirecutter](#).

Based on this information, and following discussion with the Chair and Vice Chair of the Finance Committee, staff recommends proceeding with the purchase this fiscal year.

The Chair and Vice Chair have concurred with placing this item on the April Finance Committee agenda for consideration.

Background/Need:

The typical lifespan of a laptop is approximately three to five years. The current laptop, purchased in June 2021, is now at the end of that range and has begun experiencing performance issues. These include freezing, unexpected shutdowns, erratic cursor movement, reduced battery reliability, and inconsistent email functionality.

In addition, as a small organization, the JPA Executive Team has prioritized maintaining consistency in hardware and software platforms to facilitate troubleshooting, streamline support, and improve overall efficiency.

Evaluation:

Based on the recommendation and review of laptops available and costs, the following are the components of the laptop being recommended:

HP 17.3 HD Touch Screen

Intel Core 5 120U – mobile processor – designed for efficient lightweight laptops and makes it suitable for productivity

16GB of memory – considered the standard

1TB SSD – offers fast and reliable storage

Windows 11 Home – standard edition for most users

Fiscal Impact/Recommendation:

Vendor 1: Costco - \$699.99

Vendor 2: Best Buy - \$799.99

Vendor 3: Walmart - \$738.99

The Metro JPA's Purchasing Policy (Policy No. 6) for items under \$5,000 requires obtaining at least one quote, with approval by the Executive Director and concurrence of the Board Chair, and documentation of the selection rationale.

Although only one quote is required, staff obtained three quotes to ensure competitive pricing and confirm the most cost-effective option. Based on this review, it is recommended that the laptop be purchased from Costco, which provided the lowest responsive price.

Conclusion:

In summary, staff is requesting approval to purchase the HP 17.3" Touchscreen Laptop from Costco for the Board Secretary. This purchase will be completed in FY 2026, and sufficient funds are available within the adopted budget. The replacement will address current performance issues, support the Board Secretary's operational needs, and maintain consistency in the JPA's hardware and software environment.