



**SPECIAL Meeting of the
Metro Wastewater JPA/Metro Commission**

AGENDA

Thursday, June 25, 2026 - 12:00 p.m.

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

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

NOTE: ANY MEMBER OF THE PUBLIC MAY ADDRESS THE METRO WASTEWATER JPA/COMMISSION ON ANY AGENDA ITEM. PLEASE COMPLETE A SPEAKER SLIP AND SUBMIT IT TO THE BOARD SECRETARY PRIOR TO THE START OF THE MEETING, IF POSSIBLE, OR IN ADVANCE OF THE SPECIFIC ITEM BEING CALLED. COMMENTS ARE LIMITED TO THREE (3) MINUTES PER INDIVIDUAL

1. **ROLL CALL**
2. **PLEDGE OF ALLEGIANCE**
3. **PUBLIC COMMENT:** Persons speaking may address the Metro Wastewater JPA/Metro Commission on any subject matter within the jurisdiction of the Metro Wastewater JPA/Metro Commission that is not listed as an agenda item. Comments are limited to three (3) minutes
4. **Special Commendation for Executive Director Keze (Chair Jones)**
5. **ACTION:** Approval of Agenda

CONSENT CALENDAR

Items **6-8** will be enacted in one motion in accordance with the recommendation unless removed from the Consent Calendar by the Board of Directors, Staff or Public. If a member of the public wishes to remove an item, they should submit a “Request to Speak” form to the Board Secretary prior to the meeting. Items removed from the Consent Calendar will be considered in the original agenda order immediately following adoption of the Consent Calendar.

RECOMMENDATION: Approve the Consent Calendar

6. **ACTION: Consideration and Possible Action to Approve the Minutes of June 4, 2026 (Attachment)**
7. **ACTION: Receive and File Check Registry/Monthly Expense Report for the Month of May 2026 (Attachment)**
8. **ACTION: Consideration and Possible Action to Approve the Termination of the Ad Hoc for the Executive Director Position (Adriana Ochoa)**

END OF CONSENT CALENDAR

9. **ACTION: Consideration and Possible Action to Recommend to the Metro Wastewater JPA/Commission the Execution of a Contract with Aztec Landscaping Inc. to Provide Landscape Maintenance Services at Public Utilities Department Water and Wastewater Facilities 9RFP No. 10090-434-26-J)** (Daniel Manley) (Reviewed and Approved by Metro TAC) (Presentation Attachment Forthcoming)
10. **DISCUSSION AND POSSIBLE ACTION: Consideration and Possible Action to Recommend to the Participating Agencies' Approval of the Second Amended and Restated Agreement (REVISED) (SARA)** (Adriana Ochoa)

RECOMMENDED MOTION: A motion for the Metro Commission to recommend to the Participating Agencies' approval of the **draft (REVISED) SARA subject to non-substantial revisions and corrections**, which non-substantial determinations shall be made by the Participating Agency's Attorney and City/General Manager.

- a. Second Amended and Restated Agreement (REVISED) (SARA) (Attachment)
11. **REPORT: Metro TAC Chair's Report for June 2026** (Standing Item) (Blake Behringer)
12. **METRO JPA DIRECTORS/COMMISSIONERS COMMENTS AND PROPOSED AGENDA ITEMS** for the Next Metro JPA/Commission Meeting **August 6, 2026** (NOTE: the Regular July Meeting is canceled due to the Holiday)
13. **ADJOURNMENT**

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

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

***In compliance with
the AMERICANS WITH DISABILITIES ACT***

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

Metro JPA 2026 Regular Meeting Schedule

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



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

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

June 4, 2026

Chair Jones called the meeting to order at 12:04 p.m. A quorum of the Metro JPA/Commission was declared, and the following representatives were present:

1. ROLL CALL

<u>Agencies</u>	<u>Representatives</u>	<u>Alternate</u>
City of Chula Vista	Jose Preciado	
City of Coronado	Kelly Purvis	
City of Del Mar	Dwight Worden	
City of El Cajon	Gary Kendrick	
City of Imperial Beach	Mitch McKay	
City of La Mesa	Lauren Cazares (12:26)	
Lemon Grove San District	Jerry Jones	
City of National City	Ditas Yamane	
City of Poway	Peter De Hoff	
Otay Water	Mark Robak	
Padre Dam	Kyle Swanson	
County of San Diego	Joel Anderson (absent)	Andrew Hayes

Others present: Metro JPA General Counsel Adriana Ochoa – Snell & Wilmer Law; Metro JPA/Commission Board Secretary Lori Anne Peoples; Michael Benozza and Patrick Moneda – City of Chula Vista; None – City of Coronado; None – City of Del Mar; Blake Behringer - City of El Cajon; Juan Larios – City of Imperial Beach; Joe Kuhn – City of La Mesa; Alternate Jessyka Heredia and Izzy Murguia – Lemon Grove Sanitation District; Carmen Kasner – City of National City; Beth Gentry – Otay Water District; Peejay Tubongbauna – Padre Dam Municipal Water District; Carlos Cortes – City of Poway; Lisa Celaya, Adam Jones, Doug Campbell, Edgar Patino, Joy Newman, Doug Owen and Ben Kuhnel - City of San Diego Staff; Sumedh Bahl – County of San Diego; Metro JPA Staff: Karyn Keze, Executive Director, The Keze Group; Lee Ann Jones-Santos, Assistant Treasurer from Rodney Greek, CPA (remote); Dexter Wilson and Kathleen Noel, Wilson Engineering; Executive Director Candidate: Roberto Yano (remote)

2. PLEDGE OF ALLEGIANCE TO THE FLAG

Kyle Swanson, Padre Dam Municipal Water District, led the pledge.

3. **PUBLIC COMMENT**

Robert spoke regarding a prior social media discussion, the use of the cameras in the meeting room for more transparent meetings and expressed concern that the Board had violated the Brown Act by requiring public attendees to sign in to attend the meeting. Chair Jones clarified that the building was not ours to control and requested Acting Director Lisa Celaya, City of San Diego, explain their procedure. Ms. Celaya stated that she would follow up with their security guards. Requiring guests to sign in and state where they were going is the normal procedure for guests in the building to ensure that they know who all is in the building in the case of an emergency situation. Obviously, there is a government code section with regards to allowing access for a public event and she will ensure that the security team is reminded of this. Executive Director Keze spoke regarding the status of having the meetings be virtual for the convenience of the public. She stated this is still being worked on, but the testing phase is underway. She also again reiterated that the JPA has no control over the cameras or the system, only the city.

Laurie Saldania, retired community college professor and legislator, stated she had attended these meetings in the past and was attending today's meeting in order to get up to speed on where this JPA is, how industrial source control is being managed, and more importantly, how the JPA could maybe help San Diego take responsibility for the south bay facility and for an ocean outfall, which they pushed extremely hard for.

4. **ACTION: APPROVAL OF AGENDA**

ACTION: Motion by Alternate Director Hayes, seconded by Director Purvis, to approve the agenda. Motion carried as follows:

AYE: Preciado, Purvis, Worden, Kendrick, McKay, Cazares, Jones, Yamane,
Robak, Swanson, De Hoff, Hayes
NAY: None
ABSTAIN: None
ABSENT: None

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

5. **ACTION: Consideration and Possible Action to Approve the Regular Meeting Minutes of May 7, 2026**

6. **ACTION: Receive and File Check Registry – Monthly Expense Report for the Month of April, 2026**

ACTION: Motion by Alternate Director Hayes, seconded by Director Purvis, to approve the agenda. Motion carried as follows:

AYE: Preciado, Purvis, Worden, Kendrick, McKay, Cazares, Jones, Yamane,
Robak, Swanson, De Hoff, Hayes
NAY: None
ABSTAIN: None
ABSENT: None

END OF CONSENT CALENDAR

7. **DISCUSSION/ACTION: Consideration and Possible Action to Approve Agreement for Professional Services by and between Metro Wastewater Joint Powers Authority and Roberto Yano**

General Council Ochoa provided a brief verbal overview of the item noting that she had negotiated the contract which is included in the agenda package.

ACTION: Motion by Second Vice Chair Preciado, seconded by Director Yamane, to approve the Agreement for Professional Services (Executive Director) with Roberto Yano. Motion carried as follows:

AYE: Preciado, Purvis, Worden, Kendrick, McKay, Cazares, Jones, Yamane,
Robak, Swanson, De Hoff, Hayes
NAY: None
ABSTAIN: None
ABSENT: None

8. **ACTION: Consideration and Possible Action to Approve a Contract with Rotork Controls, Inc. to Provide As-Needed Technical Services, Repairs and Parts at Public Utilities Facilities**

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

Second Vice Chair Preciado requested a sole source check-off list for items being brought forward to the JPA such as a copy of the city's sole source justification document if the item before the Board is a sole source contract. Acting Director Celaya stated staff would be providing this document in the future, Chair Jones requested the inclusion of the average age of the system, the number of facilities it has and the replacement cost of the system, also be provided.

ACTION: Motion by Second Vice Chair Preciado, seconded by Director Yamane, to approve the contract with Rotork Controls. Motion carried as follows:

AYE: Preciado, Purvis, Worden, Kendrick, McKay, Cazares, Jones, Yamane,
Robak, Swanson, De Hoff, Hayes
NAY: None
ABSTAIN: None
ABSENT: None

DISCUSSION/ACTION: Discussion and Possible Action to Recommend the Following Actions to the Participating Agencies and San Diego:

Chair Jones introduced the item and noted it had been heard at the Ad Hoc twice and that he and the two Vice Chairs had received daily updates.

General Counsel then provided a verbal update of the latest activities and noted that they had been working through language to try to reach agreement with Padre that was agreeable to all PAs and that they were about 98% there. She then reviewed items A, C and D, noting B was not available at this time. She then thanked Padre's legal team for being very responsive and Director Swanson stated he appreciated the JPA legal, board members and Executive Team assistance and advised he felt they were 99% there and would be taking this to their full board on the 17th of this month.

General Counsel Ochoa recommended the board support items A, C and D and explained them. Again, it was noted that B is being skipped as those revisions are not available for approval yet. She then stated that the intention would be to circulate the revised SARA to all PAs as soon as possible following Padre Dam's approval. If approved on June 17th, she would circulate the red line and proposed final to all PAs so that in the words of Mr. Baber, you can approve it whenever you want (but the sooner the better). The plan is to bring this back to the JPA at their Special Meeting of June 25th for approval.

Second Vice Chair Preciado encouraged all PAs to support and approve the almost 100% document.

General Counsel Ochoa responded to questions of Director Worden as to what the language pending final review by San Diego was and when the PAs should start their process. She suggested the PAs should begin to lay the groundwork and notify their staff that the revised language will be coming forward soon and try to put it on their agenda in July if possible. Further General Counsel and the Chair and Vice Chairs will be available to answer questions if requested.

Suzanne Till, Director and Vice President of Padre Dam Municipal Water District, speaking as a private citizen of Santee, stated she appreciated the continued discussions and the work the JPA has done to address Padres concerns. She stated belief in fairness of a voting system for the county special districts and cities. She then expressed concerns with the unfairness of the County weighted voting system and was happy the JPA is trying to be fair and equitable. She is also happy to hear sewer levels will go down and the need to plan for the water roll off and water purification is a priority. She stated the ECAWP was providing more water than the County and then requested the City work with Padre on Pure Water Phase 2 as they feel it will save the City capital and O&M funds. Ms. Celaya stated this statement is actively being reviewed and that any initial determination of the Phase 2 configuration is a year out.

Laurie Saldania acknowledged Ms. Till and the issues she spoke to. She then spoke regarding the State provision of funds to the City of San Diego in the past and their prior use of those funds.

Second Vice Chair Preciado stated he celebrated and supported the JPA's relationship and cooperation with the City of San Diego. He has always voted to follow the law and create rate structures that attribute costs and charge individuals what they are supposed to pay, not what would be great or perceived as fair to pay. Although water is a right for our citizens, we have to follow the law and attribute costs in a proportional way and use fixed rates to allocate their appropriate costs.

Chair Jones stated that the relationship with San Diego is far more collaborative than it was years ago. The JPA now has a seat at the table, actually several tables and participates in making decisions of which Phase 2 is one. SARA actually gives us veto rights we have never had in the past and this is a huge step forward and addresses many speakers' concerns.

Vice Chair de Hoff expressed appreciation to the Executive Team for their efforts and is looking forward to this coming to completion. He then stated he would do his best to be first in getting it passed by his city. He noted that on the comments regarding fixed costs, which we know are due to infrastructure costs, that one thing that should be considered is that the I & I studies could reduce our needs for the system in terms of capacity. They say we have an oversized system based on historic use, but you cannot really change the pipes. One thing to consider is if we all get together and do reduce our usage, San Diego may be able to cycle the pumps less often to reduce those fixed costs among other things, but regardless, we all need to pay our fair share.

Director Worden thanked the speakers for coming.

A. Direct the Executive Team to continue working with Padre Dam Municipal Water District and the City of San Diego to finalize SARA as soon as practicable, with a retroactive effective date of July 1, 2026, and to circulate the revised SARA to all Participating Agencies for approval as soon as possible following Padre Dam's approval

B. Recommend to the Participating Agencies approval of certain revisions to the Second Amended and Restated Regional Wastewater Disposal Agreement Between The City of San Diego and The Participating Agencies in The Metropolitan Sewerage System with an effective implementation date of July 1, 2026 (if final approvals occur after June 30, 2026, the implementation would be retroactive to July 1, 2026)

C. Approve and recommend that the City of San Diego implement all applicable provisions of SARA effective July 1, 2026

D. Acknowledge and support the City of San Diego’s concurrent delivery of a Notice of Demand for Mediation pursuant to Section 9.1 of the Amended and Restated Agreement

ACTION: Motion by Second Vice Chair Preciado, seconded by Vice Chair de Hoff, to approve the Chairs recommended appointments. Motion carried as follows:

AYE: Preciado, Purvis, Worden, Kendrick, McKay, Cazares, Jones, Yamane, Robak, Swanson, De Hoff, Hayes

NAY: None

ABSTAIN: None

ABSENT: None

10. **DISCUSSION/ACTION: Discussion and Possible Action to Recommend the Following Action to the Participating Agencies and San Diego**

General Counsel Ochoa provided a brief overview and noted that Administrative Agreement #1 includes a sample ordinance and reminded everyone to get that ordinance adopted by their boards.

A. Request participating agencies adopt any necessary industrial waste ordinance revisions associated with SARA implementation as soon as practicable (see sample ordinance attached as Attachment A to Administrative Agreement #1, Agreement Between City of San Diego and Participating Agencies in the Metropolitan Sewerage System for United Management of Industrial Waste Discharge Pretreatment and Enhanced Source Control Programs included in this agenda package)

ACTION: Motion by Vice Chair de Hoff, seconded by Director Kendrick, to approve recommending the Participating Agencies take the necessary action to adopt the ordinance. Motion carried as follows:

AYE: Preciado, Purvis, Worden, Kendrick, McKay, Cazares, Jones, Yamane, Robak, Swanson, De Hoff, Hayes

NAY: None

ABSTAIN: None

ABSENT: None

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

Lisa Celaya, City of San Diego noted that Juan Guerrero who had spent the last 10 years leading the PUD as Director, had retired and Monday was his last day. She has been appointed as Interim Director and is hoping the position will become permanent.

She then stated that the Bureau of Reclamation had been at their facility yesterday signing a MOU for the sale of water and was provided a tour of the North City Pure Water Plant.

12. **UPDATE: Pure Water Program Update**

Ben Kunhel provided a brief verbal overview of the Quarterly Update included in the agenda package.

Laurie Saldania stated that she felt the 35% of change order to the Morena Pump Station to be extremely high and that the area was not stable due to groundwater shifts causing the project to drag on for a long time. She feels that the costs are over budget due to the water table shift and not supply costs or covid etc.

Mr. Kuhnel responded that the increase in 35% change to the Morena Pump Station, which was due to ground water. They knew there was ground water, but it was more than anticipated. They built secant walls to hold the water back while construction was underway and they will be strong enough should the level rise and will keep the water from entering the building. The top of the sight is above grade so there will be groundwater pressure on the walls of the structure but the walls are designed for that. He also noted that the change orders associated with the Morena Pump Station were unique to that portion of the project and should not be viewed as indicative of overall project performance, which currently reflects a cumulative change order rate of approximately 15%.

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

Adam Jones, City of San Diego, reported that the City had received bond proceeds for the sewer system last Wednesday. As this board is aware, one of the things the city did in the FY 2027 Metro budget was increase the amount of assumed reimbursements from the bonds into the metro system which reduced the amount of PAYGO contributions which decreased the PAs bill for the next coming fiscal year by spreading the CIP costs over 30 years. Of the funds received, they are using some this year and will be confirming them with the estimates provided and as the JPA is aware, once the fiscal year closes two years from now there will be an audit and refunds or billings will be issued based on actuals.

Lastly, he noted that TAC members recently received a presentation on the proposed FY 2027 Interim Billing and Functional Allocated Billing (FAB) methodologies, including comparisons to prior estimates. Consistent with today's discussion and Board action, the City will proceed with implementation of FAB effective July 1, 2026. As a result, the previously proposed interim billing approach will no longer be necessary. TAC members will be provided with the supporting FAB documentation for their FY 2027 billings in the next couple of weeks.

He then thanked the board for their clear direction and support and will be providing

the required information under our current agreement until the new agreement is executed.

14. **REPORT: General Counsel**

General Counsel Ochoa stated she had no report.

15. **REPORT: Metro JPA Executive Director's Report March 2026**

Executive Director Keze stated that her report was included in the agenda package. and that she had sent it out early. Additionally, she stated that there was an ongoing issue with our current website company who is upgrading their system in that it frequently does not allow access to our agendas. Granicus has been notified and they have advised that an IBOT has attacked the system. They have since posted a notice at the top of the site.

16. **REPORT: Metro TAC Chair's Report April 2026**

Metro TAC Chair, Behringer, stated that his report was included in the agenda package and he was prepared to answer any questions.

17. **METRO JPA DIRECTORS/COMMISSIONERS COMMENTS AND PROPOSED AGENDA ITEMS for the Next Metro JPA/Commission Meeting August 6, 2026**

Director Robak expressed concerns with the Acting Director, Scott Cameron, of the Bureau of Reclamation, who has publicly stated that there should be desal plants all over California. His comment is a profound misunderstanding of what is truly needed in the state.

18. **ADJOURNMENT**

There being no further business, Chair Jones declared the meeting adjourned at 1:43 p.m.

Monthly Expense Report

MetroJPA

Invoices for May paid in June 2026

Prepared by

Treasurer@metrojpa.org

Prepared on

June 12, 2026

MetroJPA
Expenses by Vendor Summary
June 12, 2026

	Total
Andrew Hayes	193.85
CliftonLarsonAllen, LLP	4,305.00
Dexter Wilson Engineering	15,712.50
Ditas Yamane	195.30
Donald Dwight Worden	700.00
Gary Kendrick	525.00
Jerrold L. Jones	720.30
Jessica Heredia	195.30
Jose Preciado	700.00
Kelly Purvis	543.85
Keze Group LLC	13,635.00
Lauren Cazares	175.00
Mark Robak	204.00
Mitchell D McKay	175.00
Peter De Hoff	723.20
Snell and Wilmer Law	17,156.24
Credit Card Expenses	139.99
TOTAL	\$55,999.53

Accrual Basis Friday, June 12, 2026 06:56 PM GMTZ



The City of San Diego

Staff Report

DATE ISSUED: June 18, 2026

TO: City Council

FROM: Public Utilities Department

SUBJECT: Authorization to execute a contract with Aztec Landscaping Inc. to provide Landscape Maintenance Services at Public Utilities Department Water and Wastewater Facilities (RFP No. 10090434-26-J)

Primary Contact: Bill White, Program Manager Phone: (619) 292-6309

Secondary Contact: Daniel Manley, Interim Assistant Deputy Director Phone: (858) 654-4414

Council District(s): Citywide

OVERVIEW:

This item requests authorization to execute a five (5) year contract with Aztec Landscaping Inc. (Aztec), in an amount not to exceed \$25,000,000. This contract provides landscape maintenance services, regulatory stormwater management, and Zone Zero Fire Safety compliance for Public Utilities Department water, wastewater, and administrative facilities.

PROPOSED ACTIONS:

1. Adopt a resolution declaring that the execution of a contract with Aztec Landscaping Inc. to provide landscape maintenance services at Public Utilities Department water and wastewater facilities is categorically exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Sections 15301 (Existing Facilities) which exempts the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of existing or former use; 15304 (Minor Alterations to Land) which exempts minor public or private alterations in the condition of land, water, and/or vegetation which do not involve the removal of healthy, mature, scenic trees except for forestry or agricultural purposes; and declare that the Council of the City of San Diego has determined that an exception to the exemptions as set forth in CEQA Guidelines Section 15300.2 does not apply; and
2. A resolution authorizing the Mayor, or designee, to execute a five (5) year contract with Aztec Landscaping Inc. (RFP No. 10090434-26-J) to provide landscape maintenance services at Public Utilities Department water, wastewater, and administrative facilities, in an amount not to exceed \$25,000,000; and
3. Authorizing the Chief Financial Officer to expend a cumulative amount not to exceed \$25,000,000 over a period of five (5) years, from Fund 700001, Metro Sewer Utility, Fund 700000, Muni Sewer Revenue, and Fund 700011, Water Utility Operating fund, contingent upon adoption of the Annual Appropriation Ordinance for the applicable fiscal year, and contingent upon the Chief Financial Officer furnishing one or more certificates certifying that funds necessary for expenditure are, or will be, on deposit with the City Treasurer.

DISCUSSION OF ITEM:

The Public Utilities Department (PUD) has historically managed landscape maintenance at the divisional level using a variety of independently prepared contracts and has never executed a single department-wide contract for these services. Currently, PUD operates under two 12-month sole-source agreements, each with a 4-month extension, to continue providing services. The agreement with Aztec Landscaping Inc. has a not-to-exceed value of \$2,800,000, and Treebeard Landscape Inc. has a not-to-exceed value of \$1,500,000. Collectively, the agreements provide landscape maintenance services for 25 PUD facilities and will expire on September 4, 2026.

On November 6, 2025, the City issued a Request for Proposal (RFP No. 10090434-26-J) to procure a vendor to provide the City with landscape maintenance services at Public Utilities water, wastewater, and administrative facilities. The Purchasing and Contracting Department received four (4) responsive proposals. After a thorough evaluation of the proposals received, the City determined that Aztec Landscaping Inc. (Aztec) was responsive, met all of the requirements of the RFP, and provided the City with the best value. Aztec is a local minority-owned business that is highly qualified, submitted a competitive cost proposal, and received the highest scores. Aztec's contract will be for a five-year term. Price adjustments are not to exceed the Consumer Price Index or the annual Living Wage adjustment as determined by the Purchasing & Contracts Department, whichever is less.

The new contract with Aztec Landscaping Inc. will consolidate landscape maintenance services for 118 water, wastewater, and administrative facilities under a single agreement. Consolidation of these services will reduce cost and overhead, improve consistency in service delivery, contract administration, and regulatory compliance across all PUD facilities, while also providing the flexibility to maintain new facilities, including the North City Advanced Water Purification (Pure Water) Facility, which is nearing completion.

Maintaining the safety, cleanliness, and professional appearance of PUD facilities is essential to supporting a healthy and productive environment for employees, visitors, and the community. Regular service intervals ensure pump stations and reservoir sites located within residential neighborhoods are well maintained and fully compliant with Zone Zero Fire Safety Standards.

Routine maintenance of vegetation, parking lots, curbs and gutters, and storm drains is necessary to maintain compliance with stormwater regulations and reflects the Department's commitment to preserving a professional work environment and maintaining the appearance of the surrounding community. Consistent maintenance activities also help prevent the accumulation of debris that can adversely affect the downstream water quality of our bays and ocean.

The proposed contract includes recurring landscape maintenance services such as mowing, trimming vegetation, weed abatement, and emptying exterior trash receptacles to minimize litter, improve workplace safety, and reduce conditions conducive to pests and vermin. The contract also includes provisions for extraordinary services authorized on an as-needed basis in accordance with the RFP. These services include irrigation and backflow repairs, replacement of rock and mulch, removal of fallen trees, post-storm cleanup, and tree trimming and pruning to improve tree health and reduce liability exposure. In addition, the extraordinary services component provides for the as-needed replacement of gravel bags, filter fabric, and other best management practices (BMPs) necessary to support stormwater compliance before and during the rainy season.

Centralizing these services under a single contract provides consistent oversight and management of recurring maintenance activities, enhances quality control and budget accountability, and ensures the uniform application of regulatory standards across all divisions and facilities. Centralizing also enables PUD operating divisions to remain focused on their core mission of delivering safe, reliable drinking water and wastewater treatment services to the community.

City Strategic Plan Goal(s)/Objective(s):

This item relates to the Strategic Plan's Operating Principle of Customer Service. We value our residents, customers, and employees by designing solutions and services that put people first. Ensuring clean and well-maintained facilities aligns with our commitment to providing exceptional customer service. This supports the Strategic Plan's Priority Areas to Advance Mobility and Infrastructure & Protect and Enrich Every Neighborhood.

Fiscal Considerations:

The total not to exceed amount is \$25,000,000 for the five (5) year contractual term. Funds will be available in Fund 700001, Metro Sewer Utility, Fund 700000, Muni Sewer Revenue, and Fund 700011, Water Utility Operating, contingent upon the adoption of the Annual Appropriation Ordinance for the applicable fiscal year, and contingent upon the Chief Financial Officer furnishing one or more certificates certifying that the funds necessary for expenditure are, or will be, on deposit with the City Treasurer. The estimated costs for this contract were included in the Department's cost of service study.

The estimated expenditures are as follows:

Total five-year cost not to exceed: \$25,000,000.

- Contract Year 1 (FY 27): \$ 3,626,505.39 (Metro -\$1,349,780.47, Muni \$355,063.41, Water - \$1,921,661.51)
- Contract Years 2-5 (FY 28-FY 31): \$ 21,373,494.61 (Metro-\$ 7,908,193.01, Muni-\$ 2,137,349.46, Water-\$ 11,327,952.14)

Charter Section 225 Disclosure of Business Interests:

Rafael C. Aguilar, El Cajon, CA – 50%

Ramon C. Aguilar, Jamul CA – 50%

Environmental Impact:

The execution of a contract with Aztec Landscaping Inc. to provide landscape maintenance services at Public Utilities Department water and wastewater facilities is categorically exempt from CEQA pursuant to CEQA Guidelines Sections 15301 (Existing Facilities) which exempts the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of existing or former use; and 15304 (Minor Alterations to Land) which exempts minor public or private alterations in the condition of land, water, and/or vegetation which do not involve the removal of healthy, mature, scenic trees except for forestry or agricultural purposes. The exceptions to the exemptions listed in CEQA Guidelines Section 15300.2 would not apply in that no cumulative impacts were identified, no significant effects on the environment were identified, the project is not adjacent to a scenic highway, and no historical resources would be affected by the action. As to the exception for hazardous materials, there are locations listed on GeoTracker and EnviroStor. While these locations are listed, the proposed contract does not include any activities which would expose potential hazardous materials, and as such would not preclude the use of a CEQA exemption pursuant to Section 65962.5 of the Government Code.

Climate Action Plan Implementation:

N/A – This action does not have a connection to the City's CAP.

Equal Opportunity Contracting Information (if applicable):

This agreement is subject to the City's Equal Employment Opportunity Outreach Program (San Diego Ordinance No. 18173, Municipal Code Sections 22.2701 through 22.2708) and Non-Discrimination in Contracting Ordinance (San Diego Municipal Code Sections 22.3501 through 22.3517).

Previous Council and/or Committee Actions:

This item will be heard at the Environment Committee prior to going to the City Council.

Planning Commission Action:

N/A

Key Stakeholders and Community Outreach Efforts:

Stakeholders include the City of San Diego Public Utilities Department (PUD), City employees working in PUD facilities, visitors, vendors, and the community.

Lisa Celaya

Public Utilities Department Interim Director

Kris McFadden

Chief Infrastructure Officer



Metro Commission and Metro Wastewater JPA

STAFF REPORT

TO: Metro Commission and Metro Wastewater JPA

MEETING DATE: June 25, 2026

FROM: Adriana Ochoa, Legal Counsel

ITEM NO. 10: Consideration and Possible Action for the Metro Commission to recommend to the Participating Agencies approval of the Second Amended and Restated Agreement, as revised, subject to non-substantial revisions and corrections, which non-substantial determinations shall be made by the Participating Agency's Attorney and City/General Manager.

BACKGROUND

Since 2021, the Metro JPA Executive Team has been negotiating the Second Amended and Restated Regional Wastewater Disposal Agreement (SARA). At the October 2, 2025, Metro Commission/Metro Wastewater JPA ("Metro") Board of Directors Meeting, the Metro Board of Directors approved, by a vote of 11-0 with one absent, a recommendation that the Participating Agencies approve the draft SARA subject to non-substantive revisions or corrections. Since then, the City of San Diego and all Participating Agencies, except for Padre Dam Municipal Water District (Padre Dam MWD), approved the draft SARA that was presented at the October 2 meeting.

Since then, the Metro JPA Executive Team, together with staff and legal counsel from the City of San Diego and Padre Dam MWD, have worked diligently to negotiate and draft a revised version of SARA that would be acceptable to the City of San Diego, Padre Dam MWD, and the Metro Pure Water (SARA) Ad Hoc Committee. The negotiators were able to successfully agree to the revised draft of the SARA that is being presented at today's meeting. A final draft with exhibits is attached to today's agenda packet, as well as a redline version reflecting the revisions made against the October 2 version.

The Padre Dam MWD Board of Directors unanimously (with one absent) approved this revised version of the SARA at their June 17, 2026, Regular Meeting.

In summary, the key revisions to SARA include: (1) A change from a two-thirds voting threshold to a three-fourths voting threshold with respect to billing-related changes (changes to the Functional Allocated Billing (FAB) methodology), (2) The inclusion of an illustrative example calculation of the FAB methodology, and (3) An effective date certain of **July 1, 2026**, irrespective of when the last party signs the revised SARA. This means that the SARA will not be effective until the last party approves and signs the agreement, but once the last party signs, the

effective date of the SARA for all intents and purposes, including billing purposes, will be

retroactive to July 1, 2026.

RECOMMENDED ACTION

Legal counsel respectfully recommends the Board of Directors take action to recommend to the Participating Agencies approval of the Second Amended and Restated Agreement, as revised, subject to non-substantial revisions and corrections, which non-substantial determinations to be made by each Participating Agency's Legal Counsel and City/General Manager.

SECOND AMENDED AND RESTATED
REGIONAL WASTEWATER DISPOSAL AGREEMENT
BETWEEN
THE CITY OF SAN DIEGO
AND
THE PARTICIPATING AGENCIES
IN
THE METROPOLITAN SEWERAGE SYSTEM

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ACRONYM LIST:

ARA	Amended and Restated Regional Wastewater Disposal Agreement
COD	Chemical Oxygen Demand
CIP	Capital Improvement Project(s)
CPM	Construction Project Management
CWA	San Diego County Water Authority
ECAWP JPA	East County Advanced Water Purification Joint Powers Authority
FAB	Functional Allocated Billing
MBC	Metropolitan Biosolids Center
MGD	Millions of Gallons per Day
NCWRP	North City Water Reclamation Plant
NPDES	National Pollutant Discharge Elimination System
PLWTP	Point Loma Wastewater Treatment Plant
PWP	Pure Water Program
RSDP	Reject Stream from Demineralization Process
SBOO	South Bay Ocean Outfall
SBWRP	South Bay Water Reclamation Plant
TSS	Total Suspended Solids

SECOND AMENDED AND RESTATED REGIONAL WASTEWATER DISPOSAL AGREEMENT

THIS SECOND AMENDED AND RESTATED REGIONAL WASTEWATER DISPOSAL AGREEMENT (“**Agreement**”) is made and entered into this 1st day of July, 2026, by and between the CITY OF SAN DIEGO, a municipal corporation (the “**City**”), on the one hand; and the CITY OF CHULA VISTA, a municipal corporation; the CITY OF CORONADO, a municipal corporation; the CITY OF DEL MAR, a municipal corporation; the CITY OF EL CAJON, a municipal corporation; the CITY OF IMPERIAL BEACH, a municipal corporation; the CITY OF LA MESA, a municipal corporation; the LEMON GROVE SANITATION DISTRICT, a political subdivision of the State of California; the CITY OF NATIONAL CITY, a municipal corporation; the CITY OF POWAY, a municipal corporation; the OTAY WATER DISTRICT, a political subdivision of the State of California; the PADRE DAM MUNICIPAL WATER DISTRICT, a political subdivision of the State of California; and the SAN DIEGO COUNTY SANITATION DISTRICT, a political subdivision of the State of California (collectively, the “**Participating Agencies**”), on the other hand. The City and the Participating Agencies may be referred to herein individually as a “**Party**,” and collectively as the “**Parties**.”

RECITALS

WHEREAS, the City and the Participating Agencies (or their predecessors in interest) entered into that certain Regional Wastewater Disposal Agreement dated May 18, 1998 (the “**1998 Agreement**”), which provided, among other things, for certain contract rights to capacity in the Metropolitan Sewerage System, a system of wastewater conveyance, treatment, and disposal facilities (“**Metro System**”) and the establishment of a mechanism to fund the planning, design, construction, operation, and maintenance of the Metro System by the City and the Participating Agencies; and

WHEREAS, the purposes of the 1998 Agreement were: (1) to replace the prior-existing sewage disposal agreements between the City and the Participating Agencies; (2) to provide certain contract rights to capacity in the Metro System to the Participating Agencies; (3) to establish a mechanism to fund the planning, design, construction, operation and maintenance of the Metro System by the City and the Participating Agencies as necessary to provide hydraulic capacity, and to comply with applicable law and with generally accepted engineering practices; and (4) to establish a system of charges which allocates the costs of the planning, design and construction of such new wastewater conveyance, treatment and disposal facilities as are necessary solely to provide for new capacity on a fair and equitable basis; and

WHEREAS, on April 29, 2014 the San Diego City Council gave its approval and support for the Pure Water San Diego program by adoption of Resolution No. R-308906, which approved and supported the City’s efforts to develop an implementation strategy to offload wastewater flow from the Point Loma Wastewater Treatment Plant through implementation of potable reuse, resulting in effluent discharged to the Pacific Ocean being equivalent to what would be achieved by upgrading the Point Loma Wastewater Treatment Plant to a secondary treatment plant (secondary equivalency); and

WHEREAS, the City is implementing a phased, multi-year program designed to achieve compliance with the Clean Water Act and regionally produce up to 83 million gallons per day of safe, reliable potable water using new, expanded, or modified facilities, some of which will include Metro System facilities, in order to achieve secondary equivalency at the Point Loma Wastewater Treatment Plant; and

WHEREAS, the Pure Water Program will not only benefit the City by producing repurified water, but also the Participating Agencies and their wastewater customers, especially if secondary equivalency is recognized through federal legislation amending the Clean Water Act. Specifically, implementation of the Pure Water Program will reduce wastewater discharges to the Point Loma Wastewater Treatment Plant, part of the Metro System where a large portion of the Participating Agencies' wastewater is currently treated and disposed by discharging it into the Pacific Ocean. By diverting wastewater from the Point Loma Wastewater Treatment Plant and reducing the effluent discharged into the Pacific Ocean, the City and the Participating Agencies will potentially avoid billions of dollars in unnecessary capital, financing, energy, and operating costs to upgrade the Point Loma plant to secondary treatment at full capacity. Avoiding such costs would result in significant savings for regional wastewater customers and achieve environmental benefits by reducing ocean discharge; and

WHEREAS, on or around November 2019, the East County Advanced Water Purification Joint Powers Authority (the "**ECAWP JPA**") was created to implement a potable reuse program to improve local and regional water supply reliability to supply advanced treated recycled water to East San Diego County through the East County Advanced Water Purification Project (the "**ECAWP Project**"). The ECAWP Project is planned to capture and treat approximately 15 million gallons per day of wastewater that would otherwise be disposed of in the Metro System to produce an annual average supply of approximately 11.5 million gallons per day of new local drinking water. By diverting some wastewater and wastewater content away from the Metro System, the ECAWP Project has the ability to aid and contribute towards the City and region's efforts to produce a regional annual average of up to 83 million gallons per day of water suitable for potable reuse by December 31, 2035, as described in the Cooperative Agreement in Support of Pure Water San Diego executed by the City and certain environmental stakeholders on December 9, 2014. The ECAWP Project includes a residuals bypass system that will convey RSDP (as defined herein) from the advanced water purification facility, and Centrate from the solids dewatering process of the solids handling facility, to an existing regional sewage gravity pipeline owned and operated by the City for treatment and disposal; and

WHEREAS, effective on or around August 22, 2021, the City and the Participating Agencies amended the 1998 Agreement by executing an Amended and Restated Regional Wastewater Disposal Agreement (the "**ARA**") to address the costs and revenues associated with Phase 1 of the Pure Water Program, including specific cost allocations related to the construction, expansion, and/or modification of Metro System facilities and Water Repurification System facilities designed to produce up to 30 million gallons per day of Repurified Water ("**Phase 1**"). The ARA provided that within one year of its effective date, the Parties intended to meet and negotiate in good faith regarding one or more amendments to the ARA or to its Exhibits to address multiple outstanding items described in Section 2.9 of the ARA; and

WHEREAS, Section 14.2 of the ARA provided that the Parties may amend the ARA by a written agreement between the City and all Participating Agencies stating the Parties' intent to amend or supplement the agreement; and

WHEREAS, in an effort to address in good faith the outstanding items described in Section 2.9 of the ARA, and comprehensively and equitably address the costs, revenues, and billing system associated with the Pure Water Program and the related construction, expansion, and/or modification of Metro System facilities beyond Phase 1, the City and Participating Agencies wish to amend and restate the ARA as provided herein.

NOW, THEREFORE, in consideration of the mutual promises set forth in this Agreement, the City and the Participating Agencies restate and amend the ARA and agree as follows:

1. DEFINITIONS

1.1 **Administrative Agreement** shall refer to a formal binding contract, approved under the process set forth in Section 15 of this Agreement, which implements technical, administrative, operational, and/or procedural details of this Agreement.

1.2 **Administrative Approval** is an approval mechanism authorized by this Agreement that refers to a City administrative process by which the subject of a particular action is presented to the City's Director of the Public Utilities Department or their designee for approval, based on discussion and evaluation according to sound engineering standards if applicable, and any additional requirements related to review for the action requiring the City's Administrative Approval as set forth in this Agreement.

1.3 **Annual Average Daily Flow** is the number, in millions of gallons of wastewater per day ("MGD"), calculated by dividing total Flow on a fiscal year basis by the number of days in the applicable year, which is a term used for billing purposes.

1.4 **ARA** shall mean the Amended and Restated Regional Wastewater Disposal Agreement between the City and the Participating Agencies effective August 22, 2021.

1.5 **Capital Expense Rate** shall mean the same as the term is defined in Section 6.7.2.

1.6 **Capital Improvement Costs** means all costs of the planning, design, financing, construction, and/or replacement necessary to render a capital project facility fully operational, including upgrades and reconstruction, consistent with the City's policies and procedures. This includes costs for planning and environmental work; procurement of consultants or contractors to perform such work; construction management; investigative studies and pre-design work; labor and materials; inspection and testing; and financing cost including interest on financial instruments.

1.7 **Centrate** shall mean the liquid byproduct that results from the dewatering of digested solids as part of wastewater treatment processes.

1.8 **Chemical Oxygen Demand** or **COD** means the measure of the chemically decomposable material in wastewater, as determined by the procedures specified in the most

current edition of “Standard Methods for the Examination for Water and Wastewater,” or any successor publication which establishes the industry standard.

1.9 **City** shall mean and refer to the City of San Diego.

1.10 **City’s Water Utility** shall mean any and all facilities, properties, improvements and works at any time owned, controlled or operated by the City as part of the public utility system of the City for water purposes, for the development, obtaining, conservation, production, storage, treatment, transmission, furnishing and distribution of water and its other commodities or byproducts for public and private use (whether located within or without the City), and any related or incidental operations designated by the City as part of the Water System, including reclaimed and re-purified water.

1.11 **City Water Utility PWP Costs** are those Pure Water Program costs allocated to the City’s Water Utility and therefore excluded as Metro System Costs under Section 6.3 of this Agreement.

1.12 **Contract Capacity** is the contractual right possessed by each Participating Agency to discharge wastewater into the Metro System pursuant to this Agreement up to the limits set forth in **Exhibit B, Distribution of Wastewater System Capacity Rights**, attached hereto.

1.13 **Contract Capacity Transfers** shall refer to the capacity transfers initiated based on Metered Flow and Strength data using the methodology set forth in **Exhibit E, Methodology for Contract Capacity Transfers**, which change a Participating Agency’s Contract Capacity, as set forth more fully in Section 4.4.3.1 and 4.4.3.2. These changes will generally be made to a single Participating Agency’s annual Contract Capacity to correct capacity exceedances but can also be made to reduce a Participating Agency’s Contract Capacity.

1.14 **CWA** shall mean the San Diego County Water Authority.

1.15 **ECAWP JPA** shall mean the East County Advanced Water Purification Joint Powers Authority. The ECAWP JPA itself is not a Participating Agency or a Party to this Agreement.

1.16 **ECAWP JPA Agencies** shall mean collectively the City of El Cajon, the Padre Dam Municipal Water District, and the San Diego County Sanitation District.

1.17 **ECAWP Project** shall mean the ECAWP JPA’s project to capture and treat wastewater that would otherwise be disposed of in the Metro System to produce an annual average supply of approximately 11.5 MGD of new local drinking water, as well as other byproducts such as recycled water and energy recovery facilities.

1.18 **Fixed Capacity** shall mean the capacities for Monthly Average Daily Flow, Incremental Peak Flow, RSDP, COD and TSS for each agency as set forth in Exhibit B.

1.19 **Fixed Capacity Charge** shall mean the charges set forth in Exhibit B that are identified as “Fixed Capacity Charges” that represent the Parties’ proportional charges for

maintaining the Metro System. Items such as debt service are also included in the Fixed Capacity Charges.

1.20 **Flow** shall refer to the flow of wastewater discharged by the City and/or one or more Participating Agency/ies into the Metro System.

1.21 **Functional Allocated Billing** or **FAB** shall mean the method for distributing all capital, operations, and maintenance Metro System Costs and Revenues on an annual basis by grouping expenses according to their purposes and the current approved Functional-Design Methodology.

1.22 **Functional-Design Methodology** shall mean the process of allocating fixed and variable Operation and Maintenance Costs and Capital Improvement Costs to Flow, RSDP and Strength parameters recognizing the benefits of both the design criteria and the primary function of a unit process.

1.23 **Incremental Peak Flow** shall mean the Peak Flow minus the Monthly Average Daily Flow.

1.24 **Industrial Wastewater** means all wastewater, excluding domestic wastewater, and shall include all wastewater from any producing, manufacturing, processing, institutional, commercial, service, agricultural, or other operation. These may also include wastes of human origin similar to domestic wastewater.

1.25 **Industrial User** means a discharger of Industrial Wastewater to a public sewer. A Participating Agency may be an Industrial User.

1.26 **Joint Administrative Approval Process** is an approval process authorized by this Agreement by which an Administrative Agreement may be created, revised, supplemented, replaced or terminated, subject to the review and approval process set forth more fully in Section 15.

1.27 **MBC Return** shall mean and refer to Centrate created at the Metropolitan Biosolids Center, 5240 Convoy St, San Diego, CA 92111. MBC Return shall contain Metered Flow, TSS and COD.

1.28 **Metered Flow** shall mean the amount or volume of wastewater captured by meters that exist throughout the Metro System, estimates from unit count areas, or agreed upon estimates of flows where unit counts are not appropriate. When meters are out of service, estimates can be used to fill in data gaps. These meters, which may or may not be owned by the City, are further defined in **Exhibit F, Metro System Flow Formulas and Sampling Locations**, which may be amended from time to time.

1.29 **Metro Commission** or **Metro JPA** is the advisory body described under Section 9.

1.30 **Metro System Costs** shall mean, at a minimum, those costs set forth in Section 5.3 and as otherwise set forth in this Agreement.

1.31 **Metro System Revenues** are those revenues set forth in Section 5.5.

1.32 **Metropolitan Sewerage System** or **Metro System** shall mean and consist of those facilities which are listed, shown and/or described in **Exhibit A, Metro Facilities** (Electronic Exhibit); file name: [Enter]; time stamp of file, software used to open and view file including version; included herewith as CD-ROM/DVD-ROM, including any amendments thereto authorized by this Agreement. Exhibit A includes current constructed facilities and proposed future facilities.

1.33 **Monthly Average Daily Flow** is the number, in MGD, calculated by dividing total Flow on a monthly basis by the number of days in that month.

1.34 **Municipal System** shall mean the City's wastewater collection system, consisting of pipelines and pump stations, which collects wastewater within the City of San Diego and conveys it to the Metropolitan Sewerage System for treatment and disposal.

1.35 **New Contract Capacity** shall mean capacity in excess of the Contract Capacity set forth in Exhibit B and authorized subject to Section 3.3.

1.36 **North City Water Reclamation Plant** or **NCWRP** is the wastewater treatment facility located at 4949 Eastgate Mall in San Diego, which includes four major processes: primary treatment, secondary treatment, tertiary treatment, and disinfection.

1.37 **Operation and Maintenance Costs** are the costs to operate, maintain, manage, repair, and keep the Metro System conveyance, disposal, treatment, and reuse facilities functioning in accordance with all applicable laws, rules, and regulations.

1.38 **Participating Agencies** shall mean all the local governments and agencies that executed this Agreement other than the City.

1.39 **Peak Flow** represents the wastewater flow in millions of gallons of wastewater per day that is captured in the highest 1-hour period in a fiscal year.

1.40 **Point Loma Wastewater Treatment Plant** or **PLWTP** is the main City wastewater treatment plant with a Monthly Average Daily Flow capacity of 240 million gallons per day and a peak flow capacity of 432 million gallons per day (as of the date of this Agreement). It is an advanced primary treatment plant which includes four major processes: screening, grit removal, chemically enhanced sedimentation, and digestion.

1.41 **Pooled Capacity** shall refer to the capacity in the Metro system greater than that which has been designated in Exhibit B. Pooled Capacity amounts are shown in Exhibit E, Methodology for Contract Capacity Transfers, and may be recalculated from time to time as set forth more fully in this Agreement.

1.42 **Postage Stamp Methodology** is a methodology that can allocate a single uniform cost to any of the annual Contract Capacity cost parameters identified in Exhibit B. This methodology assumes that even though a particular discharger may not utilize all of the infrastructure, all dischargers into the Metro System benefit from the shared infrastructure.

1.43 **Projected Future Strength and Flow Amounts** are the five (5) values described below:

1.43.1 **Projected Future Metro Flow** is the estimated amount of Monthly Average Daily Flow, stated in millions of gallons per day (MGD), that the City and each Participating Agency are projected to have in a designated future year – currently, the 2050 fiscal year. Projected Future Metro Flow for each Party is stated in Exhibit B.

1.43.2 **Projected Future Incremental Peak Flow** is the estimated amount of Annual Incremental Peak Flow, stated in millions of gallons per day (MGD), that the City and each Participating Agency are projected to have in a designated future year – currently, the 2050 fiscal year. Projected Future Incremental Peak Metro Flow for each Party is stated in Exhibit B.

1.43.3 **Projected Future RSDP Flow** is the estimated amount of RSDP Flow, stated in millions of gallons per day (MGD), that the City and each Participating Agency are projected to have in a designated future year – currently, the 2050 fiscal year. Projected Future RSDP Flow for each Party is stated in Exhibit B.

1.43.4 **Projected Future COD Flows** is the estimated amount of Chemical Oxygen Demand (COD), stated in pounds per day, that the City and each Participating Agency are projected to have in a designated fiscal year – currently, the 2050 fiscal year. Projected Future COD Flows for each Party are stated in Exhibit B.

1.43.5 **Projected Future TSS Flows** is the estimated amount of Total Suspended Solids (TSS) stated in pounds per day, that the City and each Participating Agency are projected to have in a designated fiscal year – currently, the 2050 fiscal year. Projected Future TSS Flows for each Party are stated in Exhibit B.

1.44 **Pure Water Capital Melded Percentage** is the proportionate share stated in Column 7 of Exhibit B (formerly Column 12 of Exhibit G of the ARA), by which Pure Water Program Capital Improvement Costs, Repurified Water Revenue, and the Capital Expense Rate will be allocated among the City and the Participating Agencies. The Pure Water Capital Melded Percentage is based on each Party's proportionate share of Projected Future Metro Flow, Projected Future TSS Flows, and Projected Future COD Flows, which proportions are weighted as described in Footnote 5 of Exhibit B.

1.45 **Pure Water Program** or **PWP** is the City's phased, multi-year program designed to produce up to 83 million gallons per day of Repurified Water using new, expanded, or modified facilities, some of which will include Metro System facilities.

1.46 **PWP Phase 1** or **Phase 1** shall mean the first phase of the Pure Water Program, which modifies/constructs Metro System and Water Repurification System facilities and is designed to produce an annual average of 30 million gallons per day of Repurified Water.

1.47 **PWP Phase 2** or **Phase 2** shall mean the second phase of the Pure Water Program which modifies/constructs Metro System and Water Repurification System facilities and is designed to produce up to an additional annual average of 53 million gallons per day of Repurified Water.

1.48 **Recycled Water** shall have the definition set forth in Title 22, Division 4 of the California Code of Regulations and shall mean water which, as a result of treatment of wastewater, is suitable for a direct beneficial use or a controlled use that otherwise could not occur.

1.49 **Reject Stream from Demineralization Process** or **RSDP** is a flow reject stream and treatment byproduct from a demineralization process at a potable reuse facility that primarily contains liquid and salts.

1.50 **Repurified Water** shall mean water which, as a result of advanced treatment of Recycled Water, is suitable for use as a source of domestic (or potable) water supply.

1.51 **Repurified Water Revenue** is the cost savings that will be realized when the City's Water Utility's annual costs per-acre foot for Repurified Water, including City Water Utility PW Costs, are less than the purchase costs per-acre foot for comparable water from the San Diego County Water Authority, as further described in Section 6.

1.52 **Residuals** shall mean RSDP and Centrate. In the future, Residuals may include other waste byproducts if the Parties agree in writing that other byproducts may be discharged into the Metro System.

1.53 **South Bay Ocean Outfall** or **SBOO** is the facility that is jointly owned by the International Boundary & Water Commission (U.S. Section IBWC) and the City. The outfall conveys and discharges treated effluent from the IBWC's International Wastewater Treatment Plant and treated effluent from the City's South Bay Water Reclamation Plant. As of the date of this Agreement, the outfall has a current Average Daily Flow Capacity of 174 million gallons per day. As of the date of this Agreement, the City owns 39.94% of the capacity of the outfall and the balance of the capacity is owned by the IBWC.

1.54 **South Bay Water Reclamation Plant** or **SBWRP** is the wastewater treatment facility located at 2411 Dairy Mart Road in San Diego, which includes four major processes: primary treatment, secondary treatment, tertiary treatment, and disinfection.

1.55 **Strength** means the measurement of Total Suspended Solids and Chemical Oxygen Demand within the Flow and any other measurement required by law after the date of this Agreement or necessary for the Functional Design Methodology.

1.56 **Total Suspended Solids** or **TSS** means the insoluble solid matter in wastewater that is separable by laboratory filtration, as determined by the procedures specified in the most current edition of "Standard Methods for the Examination of Water and Wastewater," or any successor publication which establishes the industry standard.

1.57 **Tertiary Component** is that portion of the wastewater treatment process that currently filters the secondary treated wastewater effluent through fine sand and/or anthracite coal to remove fine suspended solids and disinfects it to meet the requirements of the California Administrative Code, Title 22, or its successor for filtered and disinfected wastewater used for recycled and repurified water.

1.58 **Two-Party Approval** is an approval mechanism under this Agreement that requires the City's Administrative Approval and a two-thirds (2/3) vote or greater of the Metro JPA Directors present at a duly noticed Metro JPA public meeting as described more particularly in Section 16.

1.59 **Variable Costs** shall refer to the portion of the Functional Design Methodology costs that are allocated based on Metered Flow and Strength.

1.60 **Water Repurification System** shall mean any facilities, including treatment and conveyance facilities, the purpose of which is the production or conveyance of Repurified Water. Water Repurification System includes, but is not limited to: the Tertiary Component of the North City Water Reclamation Plant to the extent being used to produce Repurified Water, the North City Pure Water Facility; the Repurified Water conveyance system, which will transport Repurified Water from the North City Pure Water Facility and/or other facilities to the Miramar Reservoir or other alternative location(s) as determined by the City; and any other Repurified Water treatment or conveyance facilities which are part of the Pure Water Program. These facilities are constructed and maintained at the expense of the City water utility and are excluded Metro System Costs under this Agreement.

2. OWNERSHIP AND OPERATION OF THE METRO SYSTEM

2.1 Rights of the Parties. The City is the owner of the Metro System, and any additions to the Metro System or other facilities constructed pursuant to this Agreement. As more particularly set forth in this Agreement, and subject to the terms and conditions of this Agreement, the rights of the Parties generally include the following:

2.1.1 All decisions with respect to the planning, design, construction, operation and maintenance of the Metro System shall rest with the City, in consultation with the Metro JPA.

2.1.2 The Participating Agencies shall have a contractual right to use the Metro System and to participate in its operation.

2.1.3 The City may transfer ownership of all or part of the Metro System at any time. In the event of a transfer, including a sale under Section 2.7, the City's successor shall be bound by the terms of this Agreement, and the Participating Agencies rights under this Agreement shall not be affected by such a transfer.

2.1.4 Any Participating Agency may transfer or assign its rights and obligations under this Agreement. Any transfer shall first be approved by the City. No transfer may occur if the City reasonably determines, after consultation with the Participating Agencies involved, that the proposed transfer will imbalance or adversely impact the City's ability to operate the Metro System.

2.2 Metro System Services.

2.2.1 The City shall provide wastewater conveyance, treatment and disposal services to the Participating Agencies through the Metro System, under the terms set forth in this Agreement.

2.2.2 The City shall operate the Metro System in an efficient and economical manner, maintaining it in good repair and working order, all in accordance with recognized sound engineering and management practices.

2.2.3 The City shall convey, treat, and dispose of or reuse all wastewater received under this Agreement in such a manner as to comply with all applicable laws, rules and regulations.

2.3 Flow Commitment.

2.3.1 Subject to the provisions of this Agreement and absent a separate agreement of the Parties, all Flow within the capacity limits set forth in Exhibit B or any amendments or changes thereto shall remain in the Metro System.

2.3.2 This Agreement shall not preclude any Party from diverting Flow as a result of the construction of reclamation/reuse facilities or New Capacity outside of the Metro System.

2.3.3 Any Participating Agency may negotiate an agreement with the City to reduce all or part of their Contract Capacity. If a Participating Agency reduces its Contract Capacity to zero, that Participating Agency's rights shall terminate under this Agreement and that Participating Agency shall no longer be considered a member of the Metro JPA. However, the agreement between the City and Participating Agency shall provide that the Participating Agency pays its proportionate share of Capital Improvement Costs for the remainder of the useful life of the facility(ies) constructed during the time the Participating Agency possessed Contract Capacity in the Metro System. This shall include, but is not limited to, any remaining portions of outstanding debt that was incurred for capital facilities during the time the Participating Agency had the right to send Flow into the Metro System, and the cost to disconnect the Participating Agency's system from the Metro System. Any Contract Capacity that a Participating Agency chooses to relinquish under this section shall be treated as Pooled Capacity after the effective date of an agreement between the City and that Participating Agency. This section does not apply to Inter-Agency transfers of Contract Capacity, which involve the relinquished Contract Capacity being assigned to and assumed by another Participating Agency or the City. Inter-Agency transfers are governed by Section 3.2

2.3.4 Flow Projections. Currently, the Projected Future Strength and Flow Amounts are projected to the year 2050 in order to allow the Parties time to plan for future development and growth. However, these projections may be amended from time to time through the Exhibit B amendment processes in this Agreement to more fairly align with actual flow and strength data. The parties shall begin discussion to recalculate the Projected Future Strength and Flow Amounts set forth in Exhibit B by no later than January 1, 2040.

2.4 Funding Obligations. The City shall fund the acquisition, construction, maintenance and/or operation of the Metro System from monies in (or sewer revenues which populate) the Sewer Revenue Fund for the Metro System, and/or from construction funds derived from the sale of duly authorized sewer revenue bonds for the Metro System. Nothing in this Section or Agreement shall (i) obligate the City to make any payment for the acquisition, construction, maintenance or operation of the Metro System from monies derived from taxes or any other income or revenue of the City; (ii) be construed to obligate the City or any Participating

Agency to pay from its annual income and revenues any sum which would create an indebtedness, obligation or liability within the meaning of the provisions of Section 18 of Article XVI of the Constitution of the State of California and, in the City's case, San Diego Charter Section 99; or (iii) prevent the City, in its discretion, from using tax revenues or any other available revenues or funds of the City for any purpose for which the City is empowered to expend moneys under this Agreement. For the avoidance of doubt, subsections (i) and (ii) shall not relieve the City from its obligations to fund the Metro System as provided in this Section 2.4.

2.5 Limitations on Types and Condition of Wastewater.

2.5.1 Each Participating Agency shall minimize to the maximum extent practicable, the infiltration and inflow of surface, ground or stormwaters into its respective wastewater systems.

2.5.2 Each Participating Agency will ensure that all Industrial Users of its wastewater system are regulated by and comply with the City's industrial pretreatment program. City shall not require the Participating Agencies to take any actions against such Industrial Users beyond that which are (1) required under applicable laws, rules and regulations, (2) taken by the City, or (3) that can be taken, but are not being taken by the City.

2.5.3 City and the Participating Agencies agree that the Interjurisdictional Pretreatment Agreements executed by and between the City and each Participating Agency, as applicable, shall terminate effective upon the date of this Agreement. However, the separate transportation agreements that are currently in effect between or among the City and the Participating Agencies shall remain in effect in accordance with their terms. Each Participating Agency will not discharge wastewater originating outside its respective boundaries into the Metro System without the approval of the City, which shall not be unreasonably withheld.

2.5.4 Each Participating Agency shall be responsible for the violation of any applicable laws, rules or regulations associated with its respective discharge of wastewater into the Metro System. Nothing in this Agreement shall affect or prohibit the ability of any Participating Agency to hold third parties responsible for such violations. However, City shall be responsible for enforcement actions related to the violation of any applicable laws, rules, or regulations associated with industrial waste dischargers regulated by City, though each Participating Agency shall collaborate with City when necessary, on any enforcement response for pretreatment violations within a Participating Agency's jurisdiction. However, the City shall not be responsible for enforcement or monitoring related to a Participating Agency's compliance with its own NPDES Permit.

2.5.5 Food establishments and dischargers of fats, oils, and grease (FOG) are regulated and monitored by individual Participating Agencies within their jurisdiction. Participating Agencies are responsible for the provision of FOG programs, services, and enforcement within their jurisdiction. The City will not provide FOG-related services or programs outside of the City's jurisdiction.

2.5.6 Residuals shall be separately conveyed so that the Residuals bypass all secondary wastewater treatment processes, unless otherwise agreed to in writing by the City and a

Participating Agency or the City and a group of Participating Agencies. For the avoidance of doubt, the Agreement regarding Operation and Maintenance of the East County Residuals Line entered into by the City and the ECAWP JPA with an effective date of February 6, 2023 (specifically, Exhibit C to that agreement entitled Principles of Understanding for Operation and Residuals Management in Lieu of the East County Residuals Line), is an agreement that allows the Residuals from the ECAWP Project to convey Residuals in a manner that does not bypass all secondary wastewater treatment processes under certain conditions.

2.6 Enforcement Actions. In the event a regulatory agency, imposes any penalty or fine, or takes other enforcement action, or a private citizen brings a citizen enforcement action to enforce regulatory requirements, (collectively, “Enforcement Actions”) relating to the conveyance, treatment, or disposal of wastewater in or from the Metro System or operation of the Metro System, the City shall determine as part of its investigation and response to the notice of violation whether the City or a Participating Agency or Agencies caused or contributed to the violation for reasons which may include, without limitation, exceeding their Contract Capacity, the contents of their wastewater, or the failure to maintain or operate the Metro System or a Participating Agency’s system. Any costs associated with an Enforcement Action including but not limited to fines, penalties, corrective measures, and costs of defense (collectively, “Penalty(ies)”) shall be shared by the Participating Agencies and the City proportionately based on Fixed Capacity as set forth in the then current Exhibit B, unless the City determines, based on verifiable facts, that the violation for which the Penalty is imposed was caused by, or was the result of, gross negligence or willful misconduct of the City or a Participating Agency.

2.6.1 For any Enforcement Actions (1) related to sanitary sewer overflows of 10,000,000 gallons or more from the Metro System occurring after the effective date of this Agreement, or (2) that the City reasonably anticipates will result in the Participating Agencies’ collective responsibility for the Penalties imposed to exceed 10% of the Metro Participating Agencies combined annual operations and maintenance budget for the Metro System for the fiscal year in which the Penalty is imposed (“Threshold Amount”), the City’s determination will be subject to review by the Metro JPA as set forth in 2.6.1.1 through 2.6.1.8 below. The scope of the Metro JPA’s review shall be limited to whether the violation for which the Penalty is imposed was caused by, or was the result of, gross negligence or willful misconduct of the City or a Participating Agency, and if so, how the Penalty should be fairly allocated. For all other Enforcement Actions, the City’s determination related to the allocation of Penalty shall be final.

2.6.1.1 The City will provide a copy of any report submitted to a regulatory agency in response to an Enforcement Action to the Metro JPA within 30 days of submitting that report to the regulatory agency. In that same communication, the City will also provide a summary of the City’s findings regarding causation and preliminary determination regarding the allocation of any Penalties. If these determinations have not been made, the City will provide an anticipated date that the information will be provided.

2.6.1.2 If the Metro JPA disputes the City’s determination as to the allocation, as evidenced by a vote approved by two-thirds of the Metro JPA Directors present at a duly noticed meeting, it shall notify the City in writing of the same within 90 days of receiving the City’s preliminary allocation determination.

2.6.1.3 The City and representatives of the Metro JPA shall meet and confer to discuss the matter and try to reach an agreement on the appropriate allocation. To facilitate resolution, the meet and confer process shall be treated as a settlement discussion under the California Evidence Code and shall be a confidential process. The meet and confer process shall focus on whether the violation for which the Penalties are being imposed is the result, in whole or in part, of the gross negligence or willful misconduct of the City or a Participating Agency, and if so, how the Penalties shall be allocated.

2.6.1.4 If through the meet and confer process, the City determines that the Participating Agencies' collective responsibility for the Penalties imposed will be less than the Threshold Amount, then the City will inform the Metro JPA of this determination and allocate the Penalty as such, and no further action by the Metro JPA is required.

2.6.1.5 If through the meet and confer process, the City and representatives of the Metro JPA reach an agreement, and the Participating Agencies' collective responsibility for the Penalties imposed will be equal to or greater than the Threshold Amount, then that agreement shall be subject to the Two-Party Approval process. The City and representatives of the Metro JPA shall have an opportunity to present the proposed agreement to the Metro JPA before a vote on the determination.

2.6.1.6 If the City and representatives of the Metro JPA are unable to reach an agreement and Participating Agencies' collective responsibility for the Penalties imposed is equal to or exceeds the Threshold Amount, the City will make a final determination regarding allocation of the Penalty and present the determination to the Metro Commission.

2.6.1.7 In the event that Two Party Approval is required but is not achieved, each Participating Agency shall pay the portion of the Penalty allocated to them at the time that it is invoiced, however, such payment may be made under protest. The Parties shall engage in the dispute resolution procedures under this Agreement to resolve the issue, prior to any Party having the right to initiate litigation.

2.6.1.8 Penalties in excess of the Threshold Amount shall be separated out in the reconciliation billing and notated as a spill penalty with reference to the first day of the spill associated with the penalty.

2.7 Right of First Refusal.

2.7.1 The City shall not sell or agree to sell the Metro System without first offering it to the Participating Agencies. For the purposes of this section, "Participating Agencies" shall mean a Participating Agency, a group of Participating Agencies, or a third party representing one or more Participating Agencies. The term "sell" shall include any transfer or conveyance of the Metro System or of any individual treatment, collection, or reclamation facility or outfall within the Metro System.

2.7.2 The City and the Participating Agencies recognize that transfer of ownership of the Metro System is currently restricted by Sections 6.04 and 6.20 of the Installment Purchase Agreement between the City and the Public Facilities Financing Authority of the City, which inter alia restricts the transfer of ownership to the Metropolitan Wastewater Sewage District

or other governmental agency whose primary purpose is to provide wastewater treatment. The City shall not seek to impose on bond holders a waiver of Section 6.04 or 6.20. Absent such a restriction, before the City sells or agrees to sell the Metro System, or any portion of it, the City shall offer to sell the Metro System to the Participating Agencies (the “**Offer**”) on the terms and at a price equal to that proposed for the sale of the Metro System to a third party. The City shall provide all Participating Agencies with written notice of the Offer per Section 13 . The Participating Agencies shall have ninety (90) days from the date of mailing of the Offer (the “**Intent to Respond Period**”) in which to notify the City of their intent to respond to the Offer. If a Participating Agency or Agencies notify the City of their intent to respond to the Offer, that Participating Agency or those Agencies shall have five months from the expiration of the Intent to Respond Period in which to accept or reject the Offer. The Offer shall contain the name of the proposed purchaser, the proposed sale price, the terms of payment, the required deposit, the time and place for the close of escrow, and any other material terms and conditions on which the sale is to be consummated. If no Participating Agency or Agencies notifies the City of its (or their) intent to respond to the Offer within the Intent to Respond Period, the City may move forward with the sale of the Metro System without further notice to the Participating Agency in accordance with Section 2.7.3 below.

2.7.3 If the Participating Agencies give timely notice of their intent to respond and timely notice of their acceptance of the Offer, then the City shall be obligated to sell and the Participating Agencies shall be obligated to purchase the Metro System or any individual treatment, collection or reclamation facility or outfall within the Metro System, as applicable, at the price and on the terms and conditions of the Offer. If the Participating Agencies do not give timely notice of their intent to respond or their acceptance of the Offer, or do not submit an offer on the same terms and conditions as the Offer, the City may, following the end of the Offer period, sell the Metro System, or any portion of it, at a price and on terms and conditions no less favorable to the City than those in the Offer. The City shall not sell the Metro System to any third party on terms or at a price less favorable to the City from the terms and price contained in the Offer absent compliance with the terms of this Section. The City’s sale of the Metro System under Section 2.7, is a transfer of ownership subject to Section 2.1.3.

2.7.4 Nothing herein shall prevent the City from entering into a financing agreement which may impose limits on the City’s power to sell the Metro System to the Participating Agencies pursuant to Section 2.7.1 if the City reasonably believes that such a financing agreement is in the City’s best interest. Neither the entry into such a financing agreement by the City nor the performance thereof by the City shall constitute a breach or default by the City hereunder.

2.8 Uniform Enforcement of Pretreatment Program by City. The Parties have determined that it is in their best interests for a single agency to be responsible for management of the pretreatment program for the Metro System in order to: (a) Ensure protection of the entire Metro System, including the successful operation of the Pure Water Program; (b) Provide consistent and uniform regulation of Industrial Users, including those subject to pretreatment requirements; (c) Provide for transparent and fair cost recovery from all dischargers; and (d) Promote efficiency and accountability in the administration of the Metro System. For these reasons, the Parties are delegating pretreatment responsibilities to the City, except regulation of Food Establishments and FOG dischargers, as more fully set forth in this Agreement and in Administrative Agreement #1 Between City of San Diego and Participating Agencies for the

Unified Management of Industrial Waste Discharge Pretreatment and Enhanced Source Control Programs (“**Administrative Agreement #1**”). Notwithstanding the above, the City may enter into supplementary agreements with an individual Participating Agency, or a group of Participating Agencies, relating to industrial waste discharge pretreatment and enhanced source control programs unique to such Participating Agency(ies), so long as the supplementary agreement incorporates a separate cost proportional to the participation of such Participating Agency or group of Participating Agencies that is the sole responsibility of such Participating Agency(ies).

2.8.1 Delegation of Authority. Each Participating Agency shall and hereby does delegate to City full authority and responsibility to operate, manage, and enforce an effective pretreatment program throughout the Metro System to ensure that all Industrial Users are subject to uniform rules and regulations, with direct billing to Industrial Users by the City to begin on the first July 1 following execution of this Agreement.

2.8.2 Operations and Maintenance. Procedures relating to the operation, management, enforcement, and cost recovery for the pretreatment program are set forth in Administrative Agreement #1.

2.8.3 Amending Pretreatment Program Procedures. Administrative Agreement #1 may be amended from time to time as set forth in Section 15. In the event of any conflict between this Agreement and Administrative Agreement #1, the terms of this Agreement shall control.

2.8.4 Adoption of Local Ordinances. By no later than June 30 following the Effective Date of this Agreement, every Participating Agency shall adopt a local ordinance conforming with the sample ordinance contained in Administrative Agreement #1 and the City’s pretreatment ordinance, each as amended from time to time, to ensure consistency throughout the Metro System.

2.8.5 Identification of New Industrial Users. Participating Agencies shall notify the City of any identified potential new Industrial Users within their respective boundaries while the City will bear responsibility for inventory assessments on a regular basis as set forth in Administrative Agreement #1.

2.8.6 Permitting and Permit Compliance. Nothing in this Agreement shall be construed to relieve any discharger to the Metro System of the responsibility to obtain and comply with any required permits for, and to comply with rules and regulations applicable to, dischargers to the Metro System. If the City determines that an Industrial Wastewater Control Program Permit is required, it shall issue the permit subject to the City’s permit requirements. The City’s approval or denial of any application for, or revocation of, an Industrial User Permit shall be in accordance with Chapter 6, Article 4 of the San Diego Municipal Code as well as any other applicable federal, state or local regulations, any published City guidance related to the Industrial Wastewater Control Program, and the City’s Enforcement Response Plan, all as may be amended, renumbered, or renamed from time to time. The City and any Participating Agency may elect to coordinate and combine issuing their wastewater discharge permits to Industrial Users when deemed appropriate by both parties. Any agreement between the City and the Participating Agencies related to permitting under the Industrial Wastewater Control Program, shall not transfer responsibility to City for any other type of permitting outside of the City’s jurisdiction, or subject any local agency

as that term is defined in California Government Code section 53090, to local building and zoning ordinances that the local agency is not otherwise legally subject to.

2.8.7 Inventory of Industrial Users. City shall create and maintain an inventory of all Industrial User within the Metro System as soon as reasonably practicable following execution of this Agreement. The Participating Agencies shall review the inventory and shall notify the City of an Industrial User(s) in its jurisdiction that is not identified on the inventory as set forth in Administrative Agreement #1.

2.8.8 Evaluation, Monitoring, Enforcement and Program Review. Upon the effective date of this Agreement, it shall be the City's right and obligation to carry out pretreatment evaluation, permitting, monitoring and/or enforcement throughout the Metro System consistent with the procedures set forth in Administrative Agreement #1. The City's pretreatment program review shall occur as necessary, but no less than once every five (5) years. Nothing herein shall be construed as prohibiting any Participating Agency from enforcement of its own pretreatment ordinance within its jurisdiction.

2.8.9 City's Direct Billing of Industrial Users. The City shall directly bill Industrial User throughout the Metro System to recover costs associated with the pretreatment program as set forth in Administrative Agreement #1. The City Council shall set and approve such costs in a publicly noticed meeting pursuant to the procedures set forth in Administrative Agreement #1.

2.9 Wastewater Generated at Military Bases. The City may contract directly with federal military bases that are connected to the Metro System for wastewater services and capacity subject to the terms of this Section 2.9. If a United States military base is located within a Participating Agency's jurisdiction, the Participating Agency may request that the City bill that military base directly as a separate and distinct customer. In the event the City agrees to accept the military's wastewater and bill the military base as a separate and distinct customer, then (1) the Participating Agency shall have no billing obligations with respect to the military base; (2) each Participating Agency whose sewage line conveys the military base's wastewater reserves the right to negotiate and charge the federal government a conveyance or transportation fee for use of that Participating Agency's sewer line; (3) the City shall require that the military base comply with the applicable City pretreatment rules; and (4) the City agrees that the wastewater generated by the military base shall not be considered wastewater of the Participating Agency with respect to capacity once the City enters into an agreement with the military base. Any transfers of capacity that are appropriate or necessary to accommodate flow from military bases, if needed, would be governed by Section 3.2 herein, "Inter-Agency Transfers of Contract Capacity."

3. CAPACITY RIGHTS

3.1 Contract Capacity. Each Participating Agency shall have the contractual right to discharge wastewater to the Metro System up to the limits set forth in Exhibit B ("**Contract Capacity**"). Each Party's Contract Capacity as stated in Exhibit B, is used for the purpose of allocating the Metro System's Pure Water Program Capital Improvement Costs, Repurified Water Revenue, and the Capital Expense Rate under this Agreement.

3.2 Inter-Agency Transfers of Contract Capacity. The Participating Agencies and the City may buy, transfer, sell or exchange all or part of their Contract Capacity among themselves on such terms as they may agree upon, subject to the following:

3.2.1 Any Party requesting to buy, transfer, sell, or exchange all or part of their Contract Capacity (“**Inter-Agency Transfer**”) shall provide a written proposal to the City including the proposed terms of such Inter-Agency Transfer. The Party requesting the Inter-Agency Transfer shall also provide notice to all other Participating Agencies under Section 13 concurrently with submitting the proposal to the City.

3.2.2 All Participating Agencies will have 45 days to provide any technical input to the City regarding the proposed Inter-Agency Transfer. Any Participating Agency providing technical input shall provide a copy of such input to all other Participating Agencies under Section 13 concurrently with submitting the input to the City.

3.2.3 Upon receipt of a request for an Inter-Agency Transfer, the City will review the request, consult with the affected Participating Agencies, and consider any technical input provided by other Participating Agencies.

3.2.4 All proposed purchases, transfers, sales or exchanges of Contract Capacity require the City’s Administrative Approval prior to becoming effective. No Contract Capacity may be transferred if the City determines that said transfer will imbalance, or will otherwise adversely impact the City’s ability to operate the Metro System. Provided, however, that the Participating Agency seeking the transfer may offer to cure such imbalance at its own expense. If the Participating Agency makes such an offer, the City may not unreasonably withhold Administrative Approval.

3.2.5 If the City approves the offer as proposed, the City shall adjust the Contract Capacity set forth in Exhibit B per Section 3.6 to reflect the approved changes. If the City determines, after taking the steps in Section 3.2.3 that an Inter-Agency Transfer may be approved if the request is modified, the City will provide a written notice to all Participating Agencies of the modified Inter-Agency Transfer under Section 13 no less than 30 days prior to the Inter-Agency Transfer becoming effective. Such modified Inter-Agency Transfer will become effective 30 days following the written notice being provided, and the City will prove an updated Exhibit B per Section 3.6 reflecting the approved changes.

3.2.6 If a Participating Agency reduces its Contract Capacity to zero through an Inter-Agency Transfer, that Participating Agency’s rights under this Agreement shall terminate and that Participating Agency shall no longer be a member of the Metro JPA. The Participating Agency shall remain responsible for all outstanding financial obligations under this Agreement, unless the Inter-Agency Transfer Agreement assigns those obligations to the Participating Agency accepting the transfer and that agency assumes those obligations. Outstanding financial obligations include, but are not limited to, a Participating Agency’s proportionate share of Capital Improvement Costs for the remainder of the useful life of the facility(ies) constructed during the time the Participating Agency possessed Contract Capacity in the Metro System, including any remaining portions of outstanding debt incurred for capital facilities during the time the Participating Agency had the

right to send Flow into the Metro System, and the cost to disconnect the Participating Agency's system from the Metro System.

3.3 New Contract Capacity. The Parties recognize that the Metro System may be modified to create capacity in the Metro System beyond that set forth in Exhibit B as a result of the construction of additional facilities, acquisition of facilities, increased flows, or as required by regulatory or similar such action. If capacity in excess of the Contract Capacity (“**New Contract Capacity**”) is required or requested by a Party, the Parties shall negotiate in good faith to provide the needed or requested capacity. If the Parties agree to provide New Contract Capacity, they shall memorialize the agreement for New Contract Capacity in an Administrative Agreement subject to the Joint Administrative Approval Process set forth in Section 15. If the parties execute an Administrative Agreement for New Contract Capacity, Exhibit B shall also be adjusted pursuant to Section 3.6 to reflect the New Contract Capacity.

3.4 Reductions in Metro System Capacity. The Parties further recognize that Metro System Capacity may be reduced to comply with, or in response to, applicable permit conditions, or related regulatory action, or sound engineering principles. In the event that the capacity of the Metro System is re-rated to levels below the numbers reflected in the Totals Line set forth in Exhibit B, then the Contract Capacity shall be reallocated proportionately among the Parties based on the percentages of fixed ownership set forth in Exhibit B at that point in time, subject to the City's Administrative Approval and amendment of Exhibit B.

3.5 Restrictions on Veto of Transfers and Acquisitions of Capacity. Each Party understands and agrees that no Participating Agency has a right to veto or prevent the transfer of capacity between other Participating Agencies or the City, nor the creation or acquisition of new capacity for another Participating Agency or Agencies. By signing this Agreement, each Participating Agency is expressly preapproving such actions. The sole right of a Participating Agency to object to any of the foregoing shall be through expression of its opinion to the Metro JPA and, where applicable, through exercise of its rights under the dispute resolution provisions of this Agreement.

3.6 Amendments to Exhibits B. If the City determines that an amendment to Exhibit B is required for any reason other than a request from a Participating Agency under Sections 2.3.3 and Sections 3.2, and that reason only requires the City's Administrative Approval, the City shall prepare and circulate to all Participating Agencies a notice explaining the facts and circumstances that the City's determination is based on (including any relevant data available), and the proposed amendment to Exhibit B within 60 days of determining such an amendment is necessary. The Participating Agencies will have sixty (60) days to provide comments to the City, and all comments submitted to the City by a Participating Agency shall also concurrently be submitted to all other Participating Agencies. The City will review all comments received, prepare final amendments to Exhibit B to reflect adjustments in Contract Capacity, and circulate the final amended Exhibit B by no later than sixty (60) days after the City's Administrative Approval. If the amendment to Exhibit B requires an approval process other than the City's Administrative Approval, the Parties will follow the required approval process, and once that is completed, the City will prepare and provide the final version of Exhibit B within 60 days of the completion of the approval process. The City shall note each amendment and amendment date in the Exhibit List and shall keep an

updated version of Exhibit B on file with the City Public Utilities Department at all times. An amendment to Exhibit B shall not be retroactive, except as provided in Section 4.4.3.3.

3.7 The South Bay Ocean Outfall. Nothing in this Agreement shall limit the City's right to transfer capacity rights in assets that are not a part of the Metro System, including without limitation that portion of the South Bay Ocean Outfall which is not part of the Metro System.

4. FINANCE, BUDGETING, AND ACCOUNTING: PAYMENT AND MONITORING PROVISIONS

4.1 Payment for Metro System Facilities. Through the system of charges set forth in Section 5 of this Agreement, each Participating Agency shall pay its share of the costs of planning, design and construction of all of the Metro System facilities which are identified in Exhibit A .

4.2 Payment for Additional Metro System Facilities. Through the system of charges set forth in Section 5 of this Agreement, each Participating Agency shall pay its share of the costs of acquisition, planning, design and construction of such facilities, in addition to those set forth on Exhibit A, as are necessary to (a) convey, treat, dispose, and reuse wastewater in the Metro System; (b) provide the Contract Capacity set forth in Exhibit B; and (c) maintain hydraulic capacity as otherwise required by sound engineering principles. Each Participating Agency shall pay its share of the costs necessary to ensure the Metro System maintains compliance with applicable laws, rules and regulations, including the Ocean Pollution Reduction Act of 1994 and its successor(s), as well as present and future waivers of applicable treatment standards at any Metro System treatment facility. Exhibit A may be amended to reflect replaced or rehabilitated facilities, or changes in facilities, subject to the City's Administrative Approval; however, if the City proposes to add a new Metro facility to Exhibit A, or convert a City facility to a Metro facility that will be added to Exhibit A, then each such amendment shall be (1) subject to the City's Administrative Approval, in its sole discretion, when the addition or conversion is for the purpose of complying with applicable laws, rules, or regulations; or (2) supported by an independent third-party study setting forth the benefits to the Metro System of each new facility, including a cost allocation for capital and projected annual maintenance costs if the addition or conversion is for any other purpose. For any new Metro facility or conversion of a City facility to a Metro facility proposed to be added or converted under (2) above, any such proposal must be memorialized in an Administrative Agreement subject to the Joint Administrative Approval Process set forth in Section 15. Once approved, the City shall amend Exhibit A accordingly and shall give notice of any amendments to all Participating Agencies. The City shall keep an updated version of Exhibit A on file with the City Public Utilities Department. Exhibit A may be amended to reflect other changes to the Metro System only as expressly provided in this Agreement.

4.3 Payment for Operation and Maintenance. Through the system of charges set forth in Section 5 of this Agreement, each Participating Agency shall pay its share of the Operation and Maintenance Costs of all Metro System facilities. The Participating Agencies shall not pay for the Operation and Maintenance Costs of the Water Repurification System, which are City Water Utility PW Costs.

4.4 Charges Based on Flow, Strength and Fixed Capacity: Exception.

4.4.1 Except as otherwise described in this Section 4.4, a Participating Agency's share of the charges in this Section 4 shall be based on its proportionate Flow, Strength, and Fixed Capacities as set forth in Exhibit B, as described more fully in Section 5.

4.4.2 Notwithstanding Section 4.4.1, or any other provision of this Agreement, a Participating Agency's share of PWP Phase 1 Capital Improvement Costs, PWP Phase 1 Repurified Water Revenue, and Pure Water Program Capital Expense Rate attributable to the Metro System as described in Sections 6.6 and 6.7 shall be assessed or credited based on the Parties' proportionate share of the Pure Water Capital Merged Percentages set forth in Column 7 of Exhibit B. The City shall annually allocate the estimated and actual PWP Phase 1 Capital Improvement Costs and revenues which are attributable to the Metro System in proportion to each Party's Pure Water Capital Merged Percentages as set forth in Column 7 of Exhibit B when estimating quarterly payments and conducting year-end adjustments.

4.4.3 Each Party recognizes that operation within respective Projected Future Strength and Flow Amounts is essential to the accurate allocation of costs and revenues under the Pure Water Program. In recognition of same, the Parties agree as follows:

4.4.3.1 Contract Capacity Transfers – Increases in Fixed Capacity Components. Beginning in the next fiscal year after the effective date of this Agreement, if a Party exceeds their Capacity Rights or any individual component of the Capacity Rights set forth in Exhibit B, by any one of the following triggers based upon data available at the completion of a fiscal year: (1) Three percent (3%) in a fiscal year for any two consecutive fiscal years, (2) One MGD in a fiscal year for any two consecutive fiscal years, or (3) The equivalent Strength of one MGD in a fiscal year for any two consecutive fiscal years; then, the City shall prepare an amendment to Exhibit B that reflects a Contract Capacity Transfer for that Party based on the available information about such Party's exceedance(s) and the methodology set forth in Exhibit E. After Phase 2 is completed, if, due to contract capacity transfers or reductions in capacity, the Pooled Capacity drops to less than two percent (2%) of the total Contract Capacity, a capacity study shall be initiated to evaluate existing facilities for new capacity. The City shall thereafter amend Exhibit B under the process set forth in Section 3.6 to reflect the new Contract Capacity for all Parties. Any changes to the methodology in Exhibit E shall be made pursuant to an Administrative Agreement subject to the Joint Administrative Approval Process described in Section 15.

4.4.3.2 Contract Capacity Transfers – Decreases in Fixed Capacity Components. Beginning in the next fiscal year after the effective date of this Agreement, if a Party can show through an independent report that its Monthly Average Daily Flow, annual average pounds per day of COD, annual average pounds per day of TSS, Incremental Peak Flow, or RSDP is projected to decrease ten percent (10%) or more below their Projected Future Strength and Flow Amounts using data from a minimum of three (3) consecutive prior fiscal years as support, then City shall prepare a proposed amendment to Exhibit B that reflects the new Projected Future Strength and Flow Amounts for all Parties based on such Party's decrease and other relevant information using sound engineering principles and the guidelines set forth in Exhibit E. The City's

proposed amendment shall be subject to the Two-Party Approval Process. If approved, the City shall thereafter amend Exhibit B using the process set forth in Section 3.6.

4.4.3.3 If Exhibit B is amended to update one or more Parties' Projected Future Strength and Flow Amounts pursuant to Section 4.4.3.1 or 4.4.3.2, the change in Projected Future Strength and Flow Amounts shall be effective retroactively to the beginning of that fiscal year, and the City shall use the updated amounts in estimating quarterly payments and conducting year-end adjustments for Pure Water Program costs and revenues. Therefore, any Party that underpaid based on prior Exhibit B Fixed Capacity amounts (which were based on prior Projected Future Strength and Flow Amounts) shall pay the retroactive amount due in quarterly installments in its quarterly payments the following fiscal year; any Party that overpaid based on previous Exhibit B Fixed Capacity amounts shall receive a credit in quarterly installments in its quarterly payments the following fiscal year. Notwithstanding the preceding sentence, if the retroactive amount due exceeds 20% of a Party's average annual Metro System payments for the previous four (4) fiscal years, such Party may elect to pay the retroactive amount due in its quarterly payments over the subsequent four (4) fiscal years, with interest, based on the most recent quarterly earnings rate of the City's Treasurer's Pooled Rate of Return; any Party that overpaid in an amount that exceeds 20% of their annual average Metro System payments for the previous four (4) fiscal years based shall receive a credit in its quarterly payments spread over the following four (4) fiscal years.

4.5 Monitoring Flow and Strength.

4.5.1 The City shall monitor Flow and Strength. The City shall own and operate as part of the Metro System monitoring devices which will measure the amount of Flow discharged into the Metro System, unless otherwise agreed by the City and a Participating Agency. These devices shall be installed at locations appropriate to accurately monitor Flow and Strength. The City may also monitor Flow and Strength at other locations as it deems appropriate. For all currently unmetered areas, unit counts or agreed upon flow estimates where unit counts are not appropriate shall be used. For adding or subtracting unit count areas, the average current Metro Flow per unit shall be used consistently for all Parties. These unmetered unit counts will be updated at least once every five (5) years. If the flow in an unmetered area is over 0.5 MGD at a specific connection point, then a meter shall be added for that area, if possible. Exhibit F provides the Flow formulas that shall be used to determine the payment obligation for each Party, or a grouping or subgrouping of Parties, as applicable. Exhibit F shall be distributed to all Parties with the budget estimates that are sent annually pursuant to Section 5.7.1. The City currently provides all Participating Agencies with access to their data from the Flow metering devices, including providing access to their raw data, and will continue to do so according to the Parties' established practices on the Effective Date of this Agreement. Changes to Exhibit F may be made upon the City's Administrative Approval.

4.5.2 In measuring Strength, the frequency and nature of the monitoring shall not be more stringent for the Participating Agencies than it is for the City. The frequency, nature, and locations of Strength measurements, as well as the procedures used to determine Strength, shall be reviewed at least once every five (5) years and if changes are appropriate or required, the City may change the Strength measurements subject to the Two-Party Approval process. When conducting sampling within a Participating Agency's service area, the City shall follow appropriate safety and

security measures. The City and Participating Agencies will coordinate with the Participating Agency's operations staff to ensure facilities are not negatively impacted by inspections.

4.5.3 The City shall report Strength data to the Participating Agencies at least quarterly.

4.5.4 The City shall notify the Metro JPA's Executive Director and any directly affected Participating Agency within 24 hours of any unpermitted or unlawful discharge or release of effluent from the Metro System which may be reportable to the Regional Board, or any other regulatory agency, and which may result in civil or criminal penalties or administrative enforcement proceedings pursuant to Water Code sections 13261, et seq., section 13300, et seq., Government Code section 54740 et seq., or other provisions of law. Upon request from the Metro JPA or a Participating Agency, City shall provide the Metro JPA or affected Participating Agencies with copies of all non-privileged related correspondence to and from the Regional Board. The City shall endeavor to confer with Metro JPA staff during the report preparation process and before any report is submitted to a regulatory or enforcement agency.

5. FINANCE, BUDGETING, AND ACCOUNTING: SYSTEM OF CHARGES

5.1 Charges Authorized. The City agrees to implement, and the Parties agree to abide by a system of charges called Functional Allocated Billing (**FAB**). This system allows the City to equitably recover from all Participating Agencies their proportional share of the net Metro System Costs described in this section:

5.2 Functional Allocated Billing (FAB). The City shall annually determine the FAB rate based on the projected Metro System Costs (as defined below) for the forthcoming fiscal year, less all Metro System Revenues (as defined below). A detailed illustration of the FAB methodology using sample data is attached hereto as Exhibit J (the **Sample FAB Calculation**) to assist the Parties in understanding how the FAB methodology works. Exhibit J provides an illustration of the application of FAB to applicable parameters and the derivation of unit rates and resulting charges. The Parties agree that Exhibit J is intended to promote transparency and a common understanding of the implementation of FAB under this Agreement, but the Parties acknowledge that Exhibit J is illustrative only and shall not control over the terms of this Agreement or the actual calculation of annual FAB rates, which shall be determined in accordance with this Section 5.

5.2.1 Calculation of FAB Rates.

5.2.1.1 The City shall determine the unit FAB rates by allocating net costs (Metro System Costs less Metro System Revenues) between the fixed and measured variable parameters of Capacity Rights, such as Monthly Average Daily Flow, Incremental Peak Flow, COD, TSS, and RSDP as set forth in Exhibit B. These allocations are based on the approved Functional-Design Methodology analyses for sewer system components and estimated Operation and Maintenance (O&M) Costs allocated to each parameter.

5.2.1.2 Beginning one (1) year after substantial completion of the final project of Phase 1 of the Pure Water Program for which sewer revenue funds were used, the City shall have the FAB, which includes the Functional Design Methodology, professionally reviewed at least once every five (5) years.

5.2.1.3 After conducting a professionally developed independent third-party report, the City may propose to change the FAB, including the Functional Design Methodology, to include any other parameter, or modify any term governed by this Section 5.2.1, by way of an Administrative Agreement subject to the Joint Administrative Approval Process set forth in Section 15. However, the City may revise the FAB, including the Functional Design Methodology at any time to include any other measurement required by law after the effective date of this Agreement subject to the City's Administrative Approval, in its sole discretion. City will notify all Participating Agencies of any such review or revision no later than sixty (60) days after City's Administrative Approval. Once approved, the FAB resulting from any review or revision under this Section will become the current approved version until it is revised by a future professional independent third-party study or a change in law.

5.2.1.4 Each of the parameters will have a fixed and variable O&M charge between 0% and 100%. Fixed Capacity Charges will be based on the Contract Capacity in Exhibit B. Variable charges will be based on measured parameters such as Metered Flow, Strength and RSDP.

5.2.1.5 Costs for capital improvements, capital replacement, and rehabilitation costs including financing shall be based on the approved Functional-Design Methodology and the Contract Capacity in Exhibit B.

5.2.1.6 The net cost allocated to each of the parameters shall be divided by the total Metro System quantity for that parameter to determine the unit rates for each parameter. These unit rates shall apply uniformly to all Parties.

5.3 Metro System Costs. The following shall at a minimum be considered Metro System Costs for purposes of calculating the annual FAB rate:

5.3.1 Except as provided in Section 5.4 (Excluded Costs), the annual Operation and Maintenance Costs and annual costs associated with administration, replacement, annual debt service costs and other periodic financing costs and charges, capital improvement, insurance premiums, claims payments and claims administration costs of the Metro System, including projected overhead, shall be calculated using generally accepted accounting practices to reflect the costs of the Metro System.

5.3.2 Fines or penalties imposed on the City as a result of the operation of the Metro System, unless the fine/penalty is allocated to the City or a Participating Agency as provided in Section 2.5.5.

5.4 Excluded Costs. The following items shall not be considered Metro System Costs for purposes of calculating the annual FAB rate:

5.4.1 Costs related to the City of San Diego's municipal sewer, water (including City Water Utility PWP Costs), and/or stormwater systems as determined by City's reasonable calculations consistent with sound engineering and best management practices.;

5.4.2 Right-of-way charges for the use of public streets of the City or any Participating Agency. The City and the Participating Agencies agree not to impose a right-of-way charge for the use of its public rights-of-way for Metro System purposes;

5.4.3 Capital Improvement Costs or Operations and Maintenance Costs of any non-Metro System facility not included in Exhibit A, including, but not limited to, any costs associated with the ECAWP Project;

5.4.4 Those costs otherwise identified as excluded costs in Section 6.3.

5.5 Metro System Revenues and Allocations. The following revenues shall be at a minimum considered Metro System Revenues for purposes of determining the annual FAB rate:

5.5.1 Any grant or loan receipts or any other receipts that are attributable to the Metro System or Metro System components of the Pure Water Program, including, but not limited to, all compensation or receipts from the sale, lease, or other conveyance or transfer of any asset of the Metro System or Metro System components of the Pure Water Program. Any such receipts attributable to the Metro System components of the Pure Water Program shall be allocated among the City and the Participating Agencies in the proportions set forth in Exhibit B Fixed Capacity amounts.

5.5.2 All compensation or receipts from the sale or other conveyance or transfer of any Metro System byproducts, including, but not limited to, gas, electrical energy, sludge products, and Recycled Water produced at the NCWRP and SBWRP and the future Central Area Plant.

5.5.3 Payments by the City's Water Utility for the Capital Expense Rate, as calculated under provisions in Section 6.7. These proceeds shall be allocated among the City and Participating Agencies in the proportions set forth in Exhibit B Fixed Capacity amounts.

5.5.4 Those portions of Repurified Water Revenue attributable to the Metro System, as calculated under provisions in Section 6.6.3. These revenues shall be allocated among the City and Participating Agencies in the proportions set forth in Exhibit B Fixed Capacity amounts.

5.5.5 Any other non-operating revenues, including, but not limited to interest income included in the income credit portion of the annual audit.

5.6 Excluded Revenue. The following revenues shall be excluded from Metro System Revenues for purposes of determining the annual FAB rate:

5.6.1 Proceeds from the issuance of debt for Metro System projects.

5.7 Estimate and Billing Schedule and Year End Adjustment.

5.7.1 The City shall estimate the FAB rates on an annual basis prior to January 15 and provide budget estimates for the upcoming fiscal year to all Parties. The City shall quantify the FAB rates by estimating the quantity of Flow, Strength, and Fixed Capacity Charges for each

Party, based on that Party's Metered Flow for the past year and the cumulative data of sampling for Strength constituents such as COD and TSS over the preceding five years and Fixed Capacities set forth in Exhibit B. If the cumulative five-year Strength data is no longer indicative of discharge from a Party, and a Contract Capacity Transfer has been approved pursuant to Sections 4.4.3.1, 4.4.3.2, or 3.2, then the City may eliminate the previous higher readings subject to the City's Administrative Approval.

5.7.2 Prior to March 1 of each year the City will provide a mid-year review of the current year's Metro System Capital Improvement Costs and Operations and Maintenance Costs and offsetting non-operating revenues such as grant or loan proceeds, including fiscal year-end projections and provide such reviews to the Participating Agencies.

5.7.3 The City shall determine the volume of MBC Return on an annual basis and for billing purposes only. The costs of treating MBC Return shall be allocated to the Parties in proportion to their Metered Flow and Strength. If a Party's Monthly Average Daily Flow plus MBC Return exceeds their Contract Capacity set forth in Exhibit B, it shall not be treated as an exceedance pursuant to Section 4.4.3.1.

5.7.4 The City shall bill the Participating Agencies quarterly, invoicing on August 1, November 1, February 1 and May 1. Each bill shall be paid within thirty (30) days of mailing. Quarterly payments will consist of the total estimated cost for each Participating Agency, based on their estimated Flow, Strength, and Fixed Capacity Charges, divided by four.

5.7.5 At the end of each fiscal year, the City shall determine the actual Metro System Costs and the actual Metered Flow as well as the cumulative Strength data for the City and each of the Participating Agencies. The City shall make any necessary adjustments to the unit rates for Flow and Strength such as COD, TSS and Fixed Capacity Charges based on actual costs for the year as determined through the annual audit process in Section 5.8.2 of this Agreement. The City shall then recalculate the FAB rate for the year using actual audited costs for the year, actual Metered Flow, Residuals, MBC Return, cumulative Strength factors, and Fixed Capacity Charges for the City and for each Participating Agency. The City shall credit any future charges or bill for any additional amounts due against the quarter after the prior year costs have been audited.

5.8 Financial Statements.

5.8.1 The City shall keep records and accounts of all costs and expenses relating to conveyance, treatment, disposal, and reuse of wastewater, and production of Repurified Water, and the acquisition, planning, design, construction, administration, monitoring, operation and maintenance of the Metro System and Water Repurification System, and any grants, loans, or other revenues received therefor. The City shall keep such records and accounts for at least four (4) years after the completed audit, or for any longer period required by law or outside funding sources.

5.8.2 Annual Audit. Said records and accounts shall be subject to reasonable inspection by any authorized representative of any Participating Agency at its expense. Further, said accounts and records shall be audited annually by an independent certified public accounting firm appointed by the City. A copy of said report shall be available to any Participating Agency. As part of said audit, the actual amount of City Water Utility's PW Costs, Pure Water Program

costs attributable to the Metro System, Repurified Water Revenue, and the Capital Expense Rate shall be determined and audited by the City's external auditors and Participating Agency representatives, and a cumulative and annual summary of such amounts shall be included as a footnote or attached to the audit of the Metro System. Cost summaries shall include separate lines for Capital Improvement Costs and Operation and Maintenance Costs.

5.8.3 The City shall make a good faith effort to complete the annual audit, and any related adjustments under this Agreement as described in Section 5.8.2, by the end of the following fiscal year.

5.9 Debt Financing. The City retains the sole right to determine the timing and amount of debt financing required to provide Metro System Facilities. The annual debt service plus in-progress Capital Improvement Costs to maintain capacity in and of the Metro System shall be allocated to the Participating Agencies consistent with the Exhibit B Contract Capacity allocations effective on the date the debt is issued. If a Participating Agency wishes to prepay Capital Improvement Costs, and the City is able to accommodate such a request, then a Participating Agency may prepay their proportional share of Capital Improvement Projects. If a Participating Agency wishes to withdraw or reduce their Flows and/or Strengths from the Metro System per Section 2.3.3 of this Agreement, such agency will remain responsible for its pro-rata share of all outstanding debt incurred at the time the debt was issued until it is satisfied, irrespective of withdrawal, reduction in Flows and/or Strengths, or Agreement expiration. If the City refunds debt, it shall allocate such refunds consistent with the Exhibit B Contract Capacity allocations effective on the date the debt was issued.

5.10 Allocation of Operating Reserves and Debt Service Coverage. The Parties shall continue to comply with the protocol set forth in **Exhibit C, Administrative Protocol on Allocation of Operating Reserves and Debt Service Coverage to Participating Agencies**, which exhibit may be amended from time to time consistent with Section 5.11.

5.11 Amending the System of Charges. Except as otherwise provided in Section 5.2.1.3, the Parties may amend any provision in this Section 5 regarding the Finance, Budgeting, and Accounting System of Charges in an Administrative Agreement subject to the Joint Administrative Approval Process set forth in Section 15.

6. FINANCE, BUDGETING, AND ACCOUNTING: PURE WATER PROGRAM COST ALLOCATION AND REVENUES – PHASE 1

6.1 North City Water Reclamation Plant Modification. As part of Phase 1 of the Pure Water Program, the City intends to modify the North City Water Reclamation Plant (a Metro System facility) and expand its capacity to 52 MGD. In addition, the City intends to construct the North City Pure Water Facility on a nearby site to produce Repurified Water. This Section sets forth the costs and revenues associated with the Pure Water Program attributable to the Metro System. Exhibit A includes current constructed Metro System facilities and existing and proposed future Phase 1 facilities.

6.2 New, Expanded or Modified Metro System Facilities. Each new, expanded, or modified Metro System facility, which is part of the Pure Water Program, and is used in relation

to the production of Repurified Water (in addition to the modification and expansion of the North City Water Reclamation Plant) shall be governed by this Section.

6.3 Costs Excluded from Metro System Costs – Phase 1. All of the following Pure Water Program costs, including Capital Improvement Costs, Operation and Maintenance Costs, and other related costs (including administration, insurance, claims, and overhead) shall be excluded from Metro System Costs for purposes of calculating the annual FAB rate.

6.3.1 General Exclusions:

6.3.1.1 Costs of the Water Repurification System and any Metro System facilities to the extent constructed, modified, expanded, or used for the purpose of treating wastewater beyond secondary treatment (ocean discharge standard under current law). This shall include costs for preliminary treatment, primary treatment, and secondary treatment to the extent such costs are higher than they would otherwise be due to the production of Repurified Water.

6.3.1.2 Costs for fail-safe disposal, if necessary, for design capacity for Repurified Water, including, but not limited to, any costs associated with the reservation of capacity at the Point Loma Wastewater Treatment Plant.

6.3.1.3 Costs for the demolition or replacement of existing Metro System facilities with similar facilities for the purpose of making space available for Water Repurification System facilities. Such costs may consider the current asset value or market value of the existing Metro System facility.

6.3.2 Cost Exclusions Specific to North City Water Reclamation Plant Improvements:

6.3.2.1 Costs for increased aeration tank volume to the extent the new volume exceeds the amount necessary to provide 52 MGD capacity. Determination of sizing to provide 52 MGD capacity shall be based on the current tank volume necessary to provide 30 MGD capacity.

6.3.2.2 Costs for the methanol feed system.

6.3.2.3 Costs for RSDP disposal, including, but not limited to, pump stations, pipelines, retreatment, ocean outfall, and monitoring.

6.3.2.4 Costs for the use of existing tertiary water filters for Repurified Water purposes. Such costs may consider the depreciated value of such filters or use such other appropriate valuation methods as agreed by the City and authorized representatives of the Metro JPA. Costs under this section shall be reimbursed or credited by City's Water Utility to the Metro System.

6.4 North City Water Reclamation Plant Improvement Costs Included as Metro System Costs. Notwithstanding the above exclusions, the City and the Participating Agencies have specifically agreed that the following Capital Improvement Costs and Operation and Maintenance Costs related to North City Water Reclamation Plant improvements shall be included as Metro

System Costs for purposes of calculating the annual FAB rate (and therefore not qualify as City Water Utility PW Costs):

6.4.1 Costs for chemically enhanced primary treatment for up to 52 MGD capacity.

6.4.2 Costs for primary effluent equalization for up to 52 MGD capacity.

6.4.3 Costs for increased volume of aeration tanks that will provide up to, but not exceeding, 52 MGD capacity.

6.4.4 Costs to add secondary clarifier tanks sufficient for up to 52 MGD capacity.

6.4.5 Costs for wastewater conveyance facilities to provide wastewater for replacement of Centrate flows that cannot be treated at the North City Water Reclamation Plant due to the production of Repurified Water.

6.4.6 Costs for treatment and conveyance of all MBC Return (micro-filtration and tertiary backwash) based on Flow, COD, and TSS.

6.5 Reallocation of PWP Costs incurred since FY 2014.

6.5.1 The allocation of Pure Water Program costs, retroactive to June 30, 2014, will be calculated the year the Agreement goes into effect, will be completed no less than two fiscal years following the production of 30 MGD by Phase 1 of the Pure Water Program.

6.5.1.1 All the O&M task orders, or costs that cannot be directly assigned to a PWP Phase 1 capital improvement project such as program management, environmental documents, etc., will be reallocated by the final water/wastewater cost split, and will include interest accruing since June 2014 at the interest rate earned by the City of San Diego for each applicable fiscal year as shown by the sample interest calculation included in **Exhibit G, Sample of Interest Calculation**. This postpones the reconciliation of costs until the substantial completion of all construction projects for Phase 1 (City Water Utility PW Costs and Metro). This reconciliation will be performed during the audit of the fiscal year in which substantial completion of all projects occurs.

6.5.1.2 All Phase 1 PWP CIP projects were bid and awarded by October 2022 which is FY2023. All shared Phase 1 CIP projects will be reallocated to the actual construction cost split once the project is awarded, and the cost loaded CPM is completed and negotiated between the City and the Participating Agencies during the FY2023 audit. All CIP soft costs incurred since 2014 will be reallocated like the O&M task orders during the audit of the year of substantial completion of the actual Phase 1 CIP projects. If interest is owed to the Metro System for soft costs starting in FY 2014, such interest shall be considered Metro System Revenues consistent with Section 5.5.5.

6.6 Revenue Sharing for Repurified Water.

6.6.1 Background. Initially, the Parties anticipate that the cost per acre foot associated with the production of Repurified Water will be more expensive than the cost per acre foot of untreated imported water. However, it is anticipated that Repurified Water produced under Phase 1 will be less expensive than untreated imported water sometime in the future. Once Repurified Water produced under Phase 1 becomes less expensive than the cost of untreated imported water, the Parties agree that there will be revenue from the Pure Water Program.

6.6.2 Calculation. Revenue sharing shall occur in each fiscal year during which the annual cost per acre foot associated with the production of Repurified Water is less than the cost of untreated water per acre foot from the San Diego County Water Authority (“CWA”). The annual cost difference shall be known as “**Repurified Water Revenue.**” Repurified Water Revenue shall be determined as follows:

Annual cost per acre foot of CWA untreated water purchased by the City for delivery at Miramar Reservoir (which shall be determined based on the total costs for water actually billed to the City by CWA for water delivered at Miramar Reservoir in a fiscal year, divided by the number of acre-feet of CWA water delivered at Miramar Reservoir that year)

less

Annual cost per acre-foot of City Water Utility PW Costs (which shall be determined based on total annual City Water Utility PW Costs divided by the number of acre-feet of Repurified Water actually produced in that year)

the result of which is multiplied by

The number of acre feet of Repurified Water produced by Pure Water Program facilities during the applicable fiscal year.

Exhibit H, Summary of Billings from County Water Authority Showing Costs for Untreated Water, is a summary of the most recent CWA rate structure and cost allocations to the City of San Diego for untreated water. The Parties agree that Exhibit H shall be referred to by the Parties in the future in determining how costs for water delivered at Miramar Reservoir are calculated. If no untreated water is delivered at Miramar Reservoir in a given year, then the closest point of delivery of untreated water to the City shall be used. The City shall annually update Exhibit H to reflect the most recent CWA rate structure and cost allocations to the City of San Diego.

The City shall estimate whether there will be Repurified Water Revenue in the upcoming fiscal year prior to January 15 of each year, and these amounts shall be incorporated into the budget estimates for the upcoming fiscal year to all Parties.

6.6.3 Revenue Sharing. Repurified Water Revenue shall initially be shared between the City’s Water Utility and the Metro System based on the relative actual Capital Improvement Costs for the Pure Water Program contributed by City’s Water Utility and the Metro

System. Such Capital Improvement Cost contributions are currently estimated as 62% City's Water Utility and 38% Metro System. The Metro System's portion of the Repurified Water Revenue shall be applied to debt attributable to the Metro System first, until the debt attributable to the Metro System is fully paid.

Following full payment of debt attributable to the Metro System, Repurified Water Revenue shall be shared based on the relative actual Operation and Maintenance Costs for Pure Water Program facilities contributed by City's Water Utility and the Metro System, calculated annually. Such Operation and Maintenance Costs are currently estimated as 76% City's Water Utility and 24% Metro System on an annual basis.

In all instances referred to in this Section 6.6.3, the Metro System portion of the Repurified Water Revenue shall be allocated among the City and the Participating Agencies consistent with Section 4.4.2.

6.6.4 Year-End Adjustment. At the end of each fiscal year during which there is Repurified Water Revenue, the City shall determine the actual cost per acre foot of CWA untreated water purchased by the City, the actual cost per acre foot of City Water Utility PW Costs, and the actual amount of Repurified Water produced at Pure Water Program facilities.

Based on the actual cost and production information, the City will recalculate the Repurified Water Revenue for the prior fiscal year. The City will credit any future charges or bill for any additional amounts due the quarter after the prior year costs have been audited.

6.6.5 Change in Potable Reuse Method. The Parties acknowledge that the Pure Water Program Phase 1 will initially use indirect potable reuse surface water augmentation. The use of CWA untreated water costs in calculating Repurified Water Revenue is intended to provide an appropriate point of comparison to costs for producing Repurified Water that will be introduced into surface water. The Parties agree that if the City desires to implement direct potable reuse (in which Repurified Water would be introduced directly into a water supply pipeline or facility), the Parties shall meet and negotiate in good faith regarding an amendment to this Section 6.6, to appropriately update the formula for Repurified Water Revenue, which form of amendment shall occur via an Administrative Agreement and shall be subject to the Joint Administrative Approval Process set forth in Section 15.

6.7 Capital Expense Rate.

6.7.1 Background. The Point Loma Wastewater Treatment Plant operates under a National Pollutant Discharge Elimination System ("NPDES") permit modified under section 301(h) & (j)(5) of the Clean Water Act. If such modified permit were ever revoked or not renewed, the Parties agree that, under current law, the City would have an obligation to upgrade the PLWTP to secondary treatment. The Parties further agree that \$1.8 billion is a fair and comprehensive estimation of the costs that could be incurred by the Metro System to meet the legal requirements related to the Metro System under current law. The estimate of \$1.8 billion is based on the net present value of the capital cost to develop 180 MGD of secondary treatment at PLWTP as of November 15, 2018.

Therefore, the Parties agree that \$1.8 billion represents the maximum amount of Capital Improvement Costs that the Metro System should be obligated to contribute to the Pure Water Program, the purpose of which is not solely the disposal of wastewater, but also the production of Repurified Water. The Parties agree that this \$1.8 billion maximum contribution should apply whether or not the PLWTP is actually upgraded to secondary treatment to meet legal requirements in the future because, as of the date of the Agreement, the Parties have the option of upgrading the PLWTP to full secondary treatment for the cost of approximately \$1.8 billion.

In light of the above, the Parties have agreed that if Metro System costs related to the Pure Water Program exceed the \$1.8 billion, City's Water Utility will pay a charge for each acre foot of secondary treated effluent produced by Metro System facilities and used for the production of Repurified Water.

6.7.2 Capital Expense Rate. Under the circumstances described in this Section 6.7, City's Water Utility shall pay a charge ("**Capital Expense Rate**") for each acre-foot of secondary treated effluent produced by Metro System facilities and used for the production of Repurified Water. The Capital Expense Rate costs or revenues attributable to the Metro System shall be assessed or credited consistent with Section 4.4.2. City's Water Utility shall pay the Capital Expense Rate if the following costs alone, or in combination, exceed \$1.8 billion (which amount shall be adjusted for inflation):

6.7.2.1 The sum of all Capital Improvement Costs and associated debt attributable to the Metro System components of the Pure Water Program under this Section 6.7.2; and/or

6.7.2.2 The sum of all Capital Improvement Costs and associated debt for the full or partial upgrading of the PLWTP to secondary treatment.

Notwithstanding the above, the Capital Expense Rate shall not apply if the PLWTP is actually upgraded to secondary treatment (or beyond) due to: (a) a change in federal or state statutory law making it necessary to upgrade the PLWTP to comply with such new discharge standard; or (b) a final decision by a state or federal court or a federal administrative agency of competent jurisdiction that an NPDES permit modified under section 301(h) & G)(5) of the Clean Water Act is thereby revoked or denied renewal due to a finding that the discharge from the PLWTP violates anti-degradation rules or regulations promulgated under section 403 of the Clean Water Act.

6.7.3 Calculation of Capital Expense Rate. The amount per acre-foot of the Capital Expense Rate shall be determined as follows:

The sum of all Capital Improvement Costs and associated debt attributable to (i) the Metro System components of the Pure Water Program under this Section 6 and (ii) upgrading of the PLWTP to secondary treatment (if any)

less

\$1.8 billion, as adjusted for inflation each July 1 (starting on July 1, 2019) to reflect the annual percentage change in the Engineering News Records – Los Angeles construction cost index

the result of which is multiplied by

1.42 (which estimates the total interest on a 30-year State Revolving Fund loan with an interest rate of 2.5%)

the result of which is divided by

The total number of acre feet per year of secondary treated effluent that is expected to be produced by Metro System facilities for the production of Repurified Water over a period of thirty (30) years.

The City shall estimate whether the Capital Expense Rate shall apply to the upcoming fiscal year (and its amount) prior to January 15 of each year, and the estimated amount of the Capital Expense Rate shall be effective on July 1 of the upcoming fiscal year.

For purposes of this Section 6.7.3, Capital Improvement Costs and associated debt shall include such costs and revenue incurred by the Metro System prior to the effective date of the Agreement.

6.7.4 Year-End Adjustment. At the end of each fiscal year during which the Capital Expense Rate applies, the City shall determine the actual Capital Improvement Costs and associated debt attributable to the Metro System components of the Pure Water Program under this Section 6 and any upgrading of the PLWTP to secondary treatment, and the actual amount of secondary treated effluent produced by Metro System facilities and used for the production of Repurified Water.

Based on the actual cost, interest, and effluent information, the City will recalculate the Capital Expense Rate for the prior fiscal year. The City will credit any future charges or bill for any additional amounts due the quarter after the prior year costs have been audited.

6.7.5 Duration; Expiration. The Capital Expense Rate shall continue until the cost difference between (a) the actual sum of Pure Water Program Capital Improvement Costs and associated debt attributable to the Metro System under Section 6.7 and/or the costs to upgrade the PLWTP and (b) \$1.8 billion (as adjusted for inflation), has been fully paid, or the Agreement expires, whichever is sooner. Notwithstanding, it is the express intent and desire of the City and the Participating Agencies that if the Agreement expires before the cost difference has been paid

through the Capital Expense Rate, that the Capital Expense Rate continue in any extension of this Agreement negotiated by the Parties pursuant to Section 14.2 until the cost difference has been fully paid.

6.8 Amending Pure Water Program Cost Allocation and Revenues – Phase 1. Except as otherwise provided in Section 6.6.2, the Parties may amend any provision in this Section 6 regarding the Finance, Budgeting, and Accounting for the Pure Water Program Cost Allocation and Revenues for Phase 1 in an Administrative Agreement subject to the Joint Administrative Approval Process set forth in Section 15.

7. FINANCE, BUDGETING, AND ACCOUNTING: PURE WATER PROGRAM COST ALLOCATION AND REVENUES – PHASE 2

7.1 Pure Water Program – Phase 2. The Second Phase of the Pure Water Program (“**Phase 2**”) shall create up to an additional 53 MGD of Repurified Water at Phase 2 facilities. The Parties agree to incorporate all terms relating to Phase 2 into this Agreement through an Administrative Agreement subject to the Joint Administrative Approval Process set forth in Section 15, subject to the requirements set forth in this Section 7 below.

7.2 Costs Excluded As Metro System Costs.

Costs Excluded from Metro System Costs for Phase 2 shall be identified in an Administrative Agreement subject to the Joint Administrative Approval Process and approvals set forth in Section 15. However, the Administrative Agreement must reflect that all of the following PWP Phase 2 costs, including Capital Improvement Costs, Operation and Maintenance Costs, and other related costs (including administration, insurance, claims, and overhead) shall be excluded from Metro System Costs for the purposes of calculating the annual Phase 2 FAB rate, and shall be City Water Utility PW Costs:

7.2.1 Costs of the Phase 2 Water Repurification System and any Metro System facilities to the extent constructed, modified, expanded, or used for the purpose of treating water beyond secondary treatment (ocean discharge standard under current law). This shall include costs for preliminary treatment, primary treatment, and secondary treatment to the extent such costs are higher than they would otherwise be due to the production of Phase 2 Repurified Water.

7.2.2 Costs for fail-safe disposal, if necessary, for design capacity for Phase 2 Repurified Water, including, but not limited to, any costs associated with the reservation of capacity at the Point Loma Wastewater Treatment Plant.

7.2.3 Costs for the demolition or replacement of existing Metro System facilities with similar facilities for the purpose of making space available for Phase 2 Water Repurification System facilities. Such costs may take into account the current asset value or market value of the existing Metro System facility.

7.2.4 Costs for the Phase 2 methanol feed system.

7.2.5 Costs for Phase 2 RSDP disposal including, but not limited to, pump stations, pipelines, retreatment, ocean outfall, and monitoring.

7.2.6 50% of the costs for the MBR Tanks and system for Phase 2.

7.2.7 All membrane integrity monitoring systems for Phase 2.

7.2.8 All Phase 2 systems downstream of MBR's.

7.3 Revenue Sharing for Repurified Water – Phase 2. Terms regarding revenue sharing for Repurified Water for Phase 2 shall be identified in an Administrative Agreement subject to the Joint Administrative Approval Process set forth in Section 15. However, this Administrative Agreement must reflect terms related to Phase 2 revenue sharing for Repurified Water that conceptually mimic those terms set forth in Section 6.6. The Metro System portion of the Repurified Water Revenue for Phase 2 shall be allocated among the City and the Participating Agencies consistent with Section 4.4.2, as may be amended or updated to account for changes in PWP Phase 2.

7.4 Capital Expense Rate – Phase 2. Terms regarding the Capital Expense Rate for Phase 2 shall be identified in an Administrative Agreement subject to the Joint Administrative Approval Process and approvals set forth in Section 15. However, this Administrative Agreement must reflect terms that conceptually mimic the terms in Section 6.7, reflecting a continuation of the Capital Expense Rate through Phase 2 up until the PWP achieves up to 83 MGD of Repurified Water, taking into account production of water suitable for potable reuse occurring at all treatment processes for wastewater upstream from and at the PLWTP. The Pure Water Program Capital Expense Rate costs or revenues attributable to the Metro System shall be assessed or credited consistently with Section 4.4.2, as may be amended or updated to account for changes in PWP Phase 2.

8. FUTURE NEGOTIATIONS AND COOPERATION

This Agreement specifically contemplates Phase 1 and Phase 2 of the Pure Water Program, which consists of new, expanded, or modified Metro System and Water Repurification System facilities projected to produce up to 83 million gallons per day of Repurified Water. The Parties intend to meet and negotiate in good faith regarding the referenced Administrative Agreements identified in this Agreement. All items outside the scope of the Joint Administrative Approval Process shall be negotiated by the Parties through the amendment processes described in Section 16.3, if necessary.

9. THE METRO COMMISSION

9.1 Establishment and Membership. The 1998 Agreement created and established (and the ARA reestablished) the Metro Commission as a commission consisting of one representative from each Participating Agency. On October 25, 2000, the Participating Agencies entered into a Joint Exercise of Power Agreement which created a separate public entity, the Metro Wastewater Joint Powers Authority (“**Metro JPA**”), for the purpose, among others, of taking responsibility, actions, and making decisions pertaining to the 1998 Agreement on behalf of the Participating Agencies. The Metro Commission and the Metro JPA are and shall hereinafter be treated as one and the same entity for all intents and purposes under this Agreement, including for the purpose of accepting and executing the responsibilities delegated to the Metro JPA in this Agreement. Each Participating Agency shall have the right to appoint a representative of its choice

to the Metro Commission/Metro JPA, and the Participating Agency's appointee to the Metro Commission shall also serve as that Participating Agency's representative on the Metro JPA Board of Directors. If a Participating Agency is a dependent district whose governing body is that of another independent public agency, that Participating Agency shall be represented on the Metro Commission/Metro JPA by a representative appointed by the governing body which shall have no more than one representative no matter how many Participating Agencies it governs. Each member has one vote in any matter considered by the Metro Commission/Metro JPA. The Metro Commission/Metro JPA shall establish its own meeting schedule and rules of conduct. The City may participate in the Metro Commission on an ex officio, non-voting basis. To the extent this Agreement expands or amends the powers or purposes set forth in the Metro JPA Joint Exercise of Powers Agreement, the Participating Agencies expressly agree to such expansion or amendment consistent with the terms of this Agreement.

9.2 Advisory Responsibilities of Metro JPA.

9.2.1 The Metro JPA shall act as an advisory body to the Mayor and City Council on policy issues and matters affecting and relating to the Metro System and shall be included in the City's list of boards and commissions on the City's website. The City shall present the position of the majority of the Metro JPA to the City's governing body in written staff reports. The Metro JPA may prepare and submit materials in advance and may appear at any City hearings on Metro System matters and present its position to the governing body of the City.

9.2.2 The Metro JPA may advise the City of its position on any issue relevant to the Metro System.

9.3 Delegation of Decision-Making Authority of the Metro JPA. The Participating Agencies hereby delegate to the Metro JPA the authority to take certain actions pursuant to the approval processes provided in this Agreement, as permitted by law, including but not limited to Government Code 6506. The Participating Agencies agree that the Metro JPA has delegated authority to approve Administrative Agreements on behalf of each Participating Agency pursuant to the process set forth in Section 15. The Participating Agencies agree and acknowledge that the Metro JPA has authority to bind each Participating Agency to Administrative Agreements through the Joint Administrative Approval Process. All Participating Agencies agree to promptly execute Administrative Agreements after approval by the Metro JPA. By signing this Agreement, each Participating Agency is expressly preapproving such actions.

9.4 Standing. If a dispute arises among the Parties relating to or arising from a Party's obligation under this Agreement or an associated Administrative Agreement, the Metro JPA shall have standing to enforce the terms of this Agreement against the City on behalf of two or more Participating Agencies if a majority of the Metro JPA votes to take action relating to this Agreement on behalf of two or more Participating Agencies.

10. DISPUTE RESOLUTION

This Section governs all disputes arising out of this Agreement and any associated Administrative Agreements.

10.1 Mandatory Non-Binding Mediation. If a dispute arises among the Parties relating to or arising from a Party's obligations under this Agreement or an associated Administrative Agreement that cannot be resolved through informal discussions and meetings, the Parties involved in the dispute shall first endeavor to settle the dispute in an amicable manner, using mandatory non-binding mediation under the rules of JAMS, AAA, or any other neutral organization agreed upon by the Parties before having recourse in a court of law. Mediation shall be commenced by sending a Notice of Demand for Mediation to the other Party or Parties to the dispute. A copy of the notice shall be sent to the City, all other Participating Agencies, and the Metro JPA.

10.2 Selection of Mediator. A single mediator that is acceptable to the Parties involved in the dispute shall be used to mediate. The mediator will be knowledgeable in the subject matter of this Agreement, if possible, and chosen from lists furnished by JAMS, AAA, or any other agreed upon mediator.

10.3 Mediation Expenses. The expenses of witnesses for either side shall be paid by the Party producing such witnesses. All mediation costs, including required travel and other expenses of the mediator, and the cost of any expert advice produced at the direct request of the mediator, shall be Metro System costs.

10.4 Conduct of Mediation. Mediation hearings will be conducted in an informal manner. Discovery shall not be allowed. The discussions, statements, writings and admissions and any offers to compromise during the proceedings will be confidential to the proceedings (pursuant to California Evidence Code sections 1115 - 1128 and 1152) and will not be used for any other purpose unless otherwise agreed by the Parties in writing. The Parties may agree to exchange any information they deem necessary. The Parties involved in the dispute shall have representatives attend the mediation who are authorized to settle the dispute, though a recommendation of settlement may be subject to the approval of each agency's boards or legislative bodies. Either Party may have attorneys, witnesses or experts present.

10.5 Mediation Results. Any resultant agreements from mediation shall be documented in writing. The results of the mediation shall not be final or binding unless otherwise agreed to in writing by the Parties. Mediators shall not be subject to any subpoena or liability and their actions shall not be subject to discovery.

10.6 Performance Required During Dispute. Nothing in this Section shall relieve the City and the Participating Agencies from performing their obligations under this Agreement. The City and the Participating Agencies shall be required to comply with this Agreement, including the performance of all disputed activity and disputed payments, pending the resolution of any dispute under this Agreement.

11. INSURANCE

11.1 City Shall Maintain All Required Insurance.

11.1.1 Throughout the term of this Agreement the City shall procure and maintain in effect liability insurance covering Metro System assets and operations in the same manner, and to the same extent, as the City insures similar assets and operations of the City. Such insurance

may be provided through separate policies for the Metro System, or by consolidating the Metro System with other City assets and operations for insurance purposes. If the Metro System is insured separately, policy limits, deductibles, and self-insured retentions shall be equivalent to what the City procures for other similar City assets and operations. The City shall maintain all insurance required by law, including workers' compensation insurance, and may self-insure for certain losses when allowed by law. The proportionate cost of insurance for the Metro System shall be included in the computation of the FAB.

11.1.2 If the Metro System is insured separately, any policy or policies of liability insurance carried by the City for the Metro System shall name the Participating Agencies as additional insureds with evidence of same supplied to each upon request.

11.1.3 Upon request by the Metro JPA or a Participating Agency, the City shall promptly provide written coverage and policy information, including, but not limited to, the scope of coverage, policy limits, deductibles, and self-insured retentions, including information on any claims made against the policies and remaining limits and deductibles.

11.2 Substantially Equivalent Coverage. In the event of a transfer of the Metro System to a nonpublic entity pursuant to Section 2.1, coverage substantially equivalent to all the above provisions shall be maintained by any successor in interest.

12. INTERRUPTION OF SERVICE

Should the Metro System services to the Participating Agencies be interrupted as a result of a major disaster, by operation of federal or state law, or other causes beyond the City's control, the Participating Agencies shall continue all payments required under this Agreement during the period of interruption.

13. NOTICES REQUIRED UNDER AGREEMENT

The City and each Participating Agency shall give notice when required by this Agreement. All notices required by this Agreement must be in writing and must be sent via email and either served personally or mailed via first class U.S. mail. The notices shall be sent to the officer listed for each Party, at the address and email address listed for each Party in **Exhibit D, Notice Listing**, in accordance with this Section. If a Party wishes to change the officer and/or address to which notices are given, the Party shall notify all other Parties in accordance with this Section. Upon such notice, the City shall amend Exhibit D to reflect the changes. The amendment shall be made within sixty (60) days after receipt of the Party's notice regarding the change in officer and/or address. The City shall keep an updated version of Exhibit D, notated with the most recent amendment date, on file with the City Public Utilities Department. The City shall provide a copy of the amended Exhibit D to all Parties by no later than sixty (60) days after amending Exhibit D.

14. EFFECTIVE DATE AND EXPIRATION

14.1 Effective Date. Once all Parties have executed this Agreement, this Agreement shall be considered effective on July 1, 2026 irrespective of the date on which the last executing party signs the Agreement.

14.2 Expiration. Subject to the rights and obligations set forth in Section 14.3, unless amended, replaced, or terminated earlier by mutual consent of all the Parties, this Agreement shall expire on June 30, 2065. This Agreement is subject to extension by agreement of the Parties. The Parties shall commence discussions on an agreement to provide wastewater treatment services beyond the year 2065 on or before December 31, 2055, or at such time, if any, that the PLWTP is required to be upgraded to secondary treatment. The Parties may create, amend or terminate any associated Administrative Agreements addressing implementation of this Agreement, as provided in this Agreement.

14.3 Contract Capacity Rights Survive Expiration. The Participating Agencies' Contract Capacity rights and rights to obtain wastewater treatment services from the facilities referred to in, or constructed pursuant to this Agreement shall survive the expiration of the Agreement. Provided, however, for any Participating Agency to exercise such rights, the Participating Agency shall comply with all the following requirements: (a) provide at least six months' written notice prior to the expiration of this Agreement; (b) upon expiration of this Agreement, pay their proportional share of Metro System Costs according to the billing methodologies set forth in this Agreement in order to maintain their right(s) to such wastewater treatment services; and (c) agree to recalculate and pay proportional share of future Metro System Costs based on the City's and all remaining Participating Agencies' proportionate shares. In the event this Agreement expires and one or more Participating Agency(ies) continue to pay their proportional share of all Metro System Costs, the City shall have the right to continue managing, operating, and expanding the Metro System subject to the same terms set forth in this Agreement, unless otherwise agreed to in writing by and between the City and a Participating Agency. In the event one or more Participating Agency(ies) exercise its/their right(s) to maintain Contract Capacity and wastewater treatment services, such Participating Agency(ies) shall also maintain the right to continue receiving any and all revenues contemplated by this Agreement, including, but not limited to, Metro System Revenues.

14.4 Abandonment. After June 30, 2065, the City may abandon operation of the Metro System upon delivery of notice to the Participating Agencies ten (10) years in advance of said abandonment. Upon notice by the City to abandon the Metro System, the Parties shall meet and confer over the nature and conditions of such abandonment. In the event the Parties cannot reach agreement, the matter shall be submitted to mediation under Section 10. In the event of abandonment, the City shall retain ownership of all Metro System assets free of any claim of the Participating Agencies. Abandonment by the City with continued operation by a different entity shall not terminate or affect a Contract Capacity rights of a Participating Agency so long as that Participating Agency has continued to pay their proportional share of Capital Improvement Costs and Operation and Maintenance Costs according to the billing methodologies set forth in this Agreement. Nothing in this language shall be construed to require the City to continue as operator of the Metro System after the ten-year (10) notice period has run.

15. ADMINISTRATIVE AGREEMENTS

15.1 Use and Process for Administrative Agreements.

15.1.1 Purpose. Administrative Agreements are intended to implement the intent of the Parties in an efficient and effective manner without reopening or renegotiating the terms of this Agreement. Administrative Agreements are limited to addressing issues that are authorized by

this Agreement. Administrative Agreements are separate and distinct from Exhibits to this Agreement, and are designed to address procedural, operational, technical, and administrative issues. Terms in this Agreement may only be modified through the Joint Administrative Approval Process if this Agreement expressly authorizes the use of an Administrative Agreement.

15.1.2 Amendments, Supplements, or Successors to Administrative Agreements.

Where this Agreement refers to an Administrative Agreement, such reference shall include any amendment(s) to that Administrative Agreement or supplemental or successor Administrative Agreement(s).

15.1.3 Function. Administrative Agreements are made among all the Parties but deal with a specific function or group of like functions, for the benefit of regional wastewater treatment within the Metro System, or for the implementation of this Agreement.

15.1.4 Current Agreements. The Administrative Agreements which are approved and executed simultaneously with the execution of this Agreement are listed **Exhibit I, List of Administrative Agreements**. The City shall update Exhibit I each time an Administrative Agreement is approved, amended, revised or terminated pursuant to this Agreement.

15.1.5 Development and Joint Administrative Approval Process. Any Party can present an Administrative Agreement, or an amendment or supplement thereto, or termination thereof, to the City for approval by way of the **Joint Administrative Approval Process** set forth in this Section. The City will endeavor in good faith to respond within 60 days of submission of a proposed Administrative Agreement. If the City needs additional time to evaluate the proposed Administrative Agreement, it will advise all Participating Agencies in writing of the anticipated review time. Once an Administrative Agreement receives City's Administrative Approval, then, with respect to the Participating Agencies, the proposed Administrative Agreement may be presented to the Metro JPA at a duly noticed meeting for review and a first reading. Sixty (60) days or more after the first reading, after the Metro JPA Directors have had opportunity to consult with their respective agency staff and governing boards, the Administrative Agreement may be presented at a duly noticed meeting for a second reading and approved upon an affirmative vote by no less than two-thirds of the members of the Metro JPA during a duly noticed public meeting (in other words, upon the affirmative vote of at least eight or more of the twelve members of the Metro JPA, irrespective of how many Metro JPA Directors are present at the meeting, unless the number of Participating Agencies changes), except that any changes to (i) the FAB, including the Functional Design Methodology required to be approved by way of an Administrative Agreement under Section 5.2.1.3, (ii) how Repurified Water Revenue is shared under Section 6.6, (iii) how the Capital Expense Rate is determined as set forth in Section 6.7; or (iv) how Pure Water Program Cost Allocation and Revenues for Phase 2 are calculated under Section 7, shall require approval by no less than three-quarters of the members of the Metro JPA during a duly noticed public meeting (in other words, upon the affirmative vote of at least nine or more of the twelve members of the Metro JPA, irrespective of how many Metro JPA Director are present at the meeting, unless the number of Participating Agencies changes). If the second reading does not occur within One Hundred and Twenty (120) days after the first reading, the proposed Administrative Agreement shall no longer be taken into consideration, unless the City and the Metro JPA Directors agree to a different timeline. An Administrative Agreement, amendment thereto, or termination thereof, must receive City's Administrative Approval and at least a two-third affirmative vote by the Metro JPA

Directors before it can become effective. Administrative Agreements are binding contracts as against the City and all Participating Agencies, irrespective of whether or not any Participating Agency's particular Metro JPA Director voted to approve the agreement or not, or was absent or abstained. The Metro JPA has the authority to bind the Participating Agencies to Administrative Agreements pursuant to the delegated authority provided to the Metro JPA in Section 9.3 herein.

16. GENERAL

16.1 Exhibits.

16.1.1 Exhibit List. This Agreement references Exhibits A through J. Each exhibit is attached to this Agreement and is incorporated herein by reference. All exhibits to this agreement shall be listed in **Exhibit K, Exhibit List**. The City shall update the Exhibit List from time to time each time an Exhibit is amended or revised pursuant to this Agreement.

16.2 Electronic Exhibits and Attachments. Acknowledgement and Acceptance: The Parties hereby acknowledge and agree that the exhibit(s) and attachment(s) related to this Agreement, or any of its associated Administrative Agreements, indicated as an Electronic Exhibits above (collectively, the "**Electronic Exhibits**") may be in an electronic format that cannot be readily or accurately converted into a physical or printed form. The Parties expressly agree that such Electronic Exhibits shall nonetheless be deemed to be valid and enforceable attachments to this Agreement and shall be incorporated by reference as if fully set forth herein.

16.2.1 Identification and Access: All Electronic Exhibits shall bear the same Exhibit identifier and name (i.e., Exhibit A – Metro Facilities) set forth in the Exhibit List, and shall be clearly identified as an Electronic Exhibit in the Exhibit List, including a file name, a time stamp of file, and a note indicating the software used to open and view the file, including version. The Electronic Exhibit shall be loaded on to a CD-ROM, DVD-ROM, or other electronic storage medium that is a write-once medium without the ability to further edit. Each Party shall receive an identical copy of the Electronic Exhibit(s) via identical storage mediums. The City shall ensure that all Participating Agencies have full and unrestricted access to Electronic Exhibits for the duration of the Agreement and any applicable retention period thereafter, including by providing access to any necessary software, applications, or systems required to view, interact with, or manipulate the Electronic Exhibits in their native format; such as through website access via the GIS Online platform: <https://sandiego.maps.arcgis.com>. No interaction or manipulation of any Electronic Exhibit shall in any way constitute a bona fide change or amendment to the Electronic Exhibit.

16.2.2 Storage and Security: Each Party shall be responsible for securely storing and maintaining the integrity of the Electronic Exhibits in their possession or control. This includes, but is not limited to, implementing and maintaining reasonable and appropriate technical, administrative, and physical safeguards to protect the confidentiality, availability, and integrity of the Electronic Exhibits, and to prevent unauthorized access, disclosure, alteration, or destruction thereof.

16.2.3 Authentication and Admissibility: The Parties hereby stipulate and agree that the Electronic Exhibits shall be deemed to be original documents and authentic for all purposes

under applicable law, and that the Parties may rely upon and introduce such Electronic Exhibits as evidence in any proceeding arising out of or relating to this Agreement, without the need for further foundation, authentication, or certification.

16.2.4 Receipt and Completeness: Each Party hereby acknowledges and confirms that they have received, reviewed, and had a reasonable opportunity to inspect all Electronic Exhibits that are attached to and incorporated into this Agreement as of the Effective Date. By executing this Agreement, each Party represents and warrants that, to the best of their knowledge, the Electronic Exhibits are complete, accurate, and free from material errors, omissions, or defects. The Parties further agree to notify the other Party promptly upon discovering any discrepancies or inaccuracies in the Electronic Exhibits, and to cooperate in good faith to resolve any such issues in a timely manner.

16.2.5 Amendments and Modifications to Electronic Exhibits: Any amendments or modifications to the Electronic Exhibits shall be made in accordance with the procedures set forth in this Agreement for amending or modifying the terms and conditions hereof, and any such amended or modified Electronic Exhibits shall be deemed to replace and supersede any prior version thereof. Amended Electronic Exhibits shall also be loaded onto a new and separate CD-ROM, DVD-ROM, or other electronic storage medium that is a write-once medium without the ability to further edit. Each Party shall receive identical copies of the Electronic Exhibits via identical storage mediums. Amended Electronic Exhibits shall bear identical Exhibit Identifiers as their predecessor exhibits, but with a different suffix (for example, Exhibit A, when amended, shall be identified as Exhibit A-1, a subsequent amendment shall be identified as Exhibit A-2, etc.).

16.3 Amendments to Agreement. There shall be four (4) ways to amend, modify, and/or change the terms set forth in this Agreement:

16.3.1 Amendments. Except as set forth in Sections 16.3.2, 16.3.3, and 16.3.4, amendments to this Agreement require the approval of all Parties. Such amendments must be in writing and signed by a duly authorized representative from each Party. Unless specifically referenced as being subject to one of the approval mechanisms set forth in Sections 16.3.2, 16.3.3, or 16.3.4 below, any amendment, modification, and/or changes to the terms of this Agreement must occur pursuant to this Section 16.3.1. This provision controls over all other provisions in this Agreement.

16.3.2 Joint Administrative Approval Process. As set forth in this Agreement, the Joint Administrative Approval Process requires the approval described in Section 15.1.5. The following actions may be taken subject to the Joint Administrative Approval Process:

- (a) Agreements for New Contract Capacity as specifically set forth in Section 3.3
- (b) Addition of new Metro Facilities or conversion of City facility to a Metro facility as specifically set forth in Section 4.2
- (c) Changes to Exhibit E (Methodology for Contract Capacity Transfers)

- (d) Revisions to FAB as specifically set forth in Section 5.2.1.3, except as provided therein
- (e) Changes to Finance, Budgeting, and Accounting System of Charges as specifically set forth in Section 5.11
- (f) Changes to Costs Excluded from Metro System Costs – Phase 1 as specifically set forth in Section 6.3
- (g) Amending the formula for Repurified Water Revenue as specifically set forth in Section 6.6.2
- (h) Changes to Finance, Budgeting, and Accounting for the Pure Water Program Cost Allocation and Revenues for Phase 1 as specifically set forth in Section 6.8
- (i) Certain terms relating to Phase 2 as specifically set forth in Section 7.1
- (j) Changes to Costs Excluded from Metro System Costs – Phase 2 as specifically set forth in Section 7.2
- (k) Terms regarding revenue sharing for Repurified Water for Phase 2 as specifically set forth in Section 7.3
- (l) Terms regarding the Capital Expense Rate for Phase 2 as specifically set forth in Section 7.4
- (m) Creation, changes, amendments, modifications to, or terminations of any Administrative Agreements as specifically set forth in Article 15.

16.3.3 Two-Party Approval. As set forth in this Agreement, Two-Party Approval requires the City's Administrative Approval and a two-thirds (2/3) vote or greater of the Metro JPA Directors present at a duly noticed Metro JPA public meeting. The following actions may be taken subject to Two-Party Approval:

- (a) Determinations regarding liability as specifically set forth in Section 2.5.5
- (b) Contract Capacity Transfers – Decreases as specifically set forth in Section 4.4.3.2
- (c) Changes to Strength measurements as specifically set forth in Section 4.5.2

16.3.4 City Administrative Approval. As set forth in this Agreement, the City's Administrative Approval requires discussion, evaluation, and approval by the Director of the City

of San Diego's Public Utilities Department or their designee. The City may, in the City's sole discretion, refer a decision subject to the City's Administrative Approval to the City Council for a recommendation, approval, or other action. No action is required on the part of a Participating Agency. The following actions may be taken subject to the City's Administrative Approval:

- (a) Transfers of Contract Capacity as specifically set forth in Section 3.2
- (b) Reductions in Metro System Capacity as specifically set forth in Section 3.4
- (c) Amending Exhibit B as specifically set forth in Section 3.6
- (d) Amending Exhibit A as specifically set forth in Section 4.2
- (e) Contract Capacity Transfers – Increases as specifically set forth in Section 4.4.3.1
- (f) Changes to Exhibit F (Metro System Flow Formulas and Sampling Locations) as specifically set forth in Section 4.5.1
- (g) Changes to FAB to include measurements required by law as specifically set forth in Section 5.2.1.3
- (h) Changes to Exhibit H if CWA changes their rate structure as specifically set forth in Section 6.6.2
- (i) Changes to Exhibit D (Notice) as specifically set forth in Section 13.

16.4 Construction of Agreement.

16.4.1 Drafting of Agreement. It is acknowledged that the City and the Participating Agencies, with the assistance of competent counsel, have participated in the drafting of this Agreement and that no ambiguity should be construed for or against the City or any Participating Agency on account of such drafting.

16.4.2 Entire Agreement. The City and each Participating Agency represent, warrant and agree that no promise or agreement not expressed herein has been made to them, that this Agreement contains the entire agreement between the Parties, that this Agreement supersedes any and all prior agreements or understandings between the Parties unless otherwise provided herein, and that the terms of this Agreement are contractual and not a mere recital; that in executing this Agreement, no Party is relying on any statement or representation made by the other Party, or the other Party's representatives concerning the subject matter, basis or effect of this Agreement other than as set forth herein; and that each Party is relying solely on its own judgement and knowledge.

16.4.3 Agreement Binding on All; No Third-Party Beneficiaries. This Agreement shall be binding upon and shall inure to the benefit of each of the Parties, and each of their

respective successors, assigns, trustees or receivers. All the covenants contained in this Agreement are for the express benefit of each and all such Parties. This Agreement is not intended to benefit any third parties, and any such third-party beneficiaries are expressly disclaimed.

16.4.4 Severability.

16.4.4.1 Should any provision of this Agreement or any associated Administrative Agreement be held invalid or illegal, such invalidity or illegality shall not invalidate the whole of the Agreement, but, rather, the Agreement shall be construed as if it did not contain the invalid or illegal part, and the rights and obligations of the Parties shall be construed and enforced accordingly except to the extent that enforcement of the Agreement without the invalidated provision would materially and adversely frustrate either the City's or a Participating Agency's essential objectives set forth in this Agreement or the applicable Administrative Agreement.

16.4.4.2 Should a court determine that one or more components of the allocation of costs set forth in this Agreement or any associated Administrative Agreement places the City or a Participating Agency in violation of Article XIII D, Section 6 of the California Constitution with respect to their ratepayers, such components shall no longer be of force or effect. In such an event, the City and the Participating Agencies shall promptly meet to renegotiate the violative component of the cost allocation to comply with Article XIII D, Section 6 of the California Constitution, and use the dispute resolution process in Section 10 of this Agreement if an agreement cannot be reached through direct negotiation.

16.4.4.3 Should a state or federal agency provide a final, written determination that the method of allocating Pure Water Program Capital Improvement Costs under this Agreement violates the requirements of state or federal grants or loans which are, or will be, used to fund the wastewater components of the Pure Water Program, such allocation method will no longer be of any force or effect. In such an event, the allocation of Repurified Water Revenue and the Capital Expense Rate will continue to be based on the Parties' actual payments to fund the Pure Water Program Capital Improvement Costs attributable to the Metro System. The City and the Participating Agencies shall also promptly meet to negotiate an alternative cost allocation method that would comply with such grant or loan funding requirements.

16.4.5 Choice of Law. This Agreement and any of its associated Administrative Agreements shall be construed and enforced pursuant to the laws of the State of California.

16.4.6 Recognition of San Diego Sanitation District as Successor to Certain Parties. The Parties hereby acknowledge and agree that the San Diego County Sanitation District is a Participating Agency under this Agreement as the successor in interest to the Alpine Sanitation District, East Otay Mesa Sewer Maintenance District, Lakeside Sanitation District, Spring Valley Sanitation District, and Winter Gardens Sewer Maintenance District.

16.5 Declarations Re: Agreement.

16.5.1 Understanding of Intent and Effect of Agreement. The Parties expressly declare and represent that they have read the Agreement and that they have consulted with their respective counsel regarding the meaning of the terms and conditions contained herein. The Parties

further expressly declare and represent that they fully understand the content and effect of this Agreement and they approve and accept the terms and conditions contained herein, and that this Agreement is executed freely and voluntarily.

16.5.2 Warranty Regarding Obligation and Authority to Enter Into This Agreement. Each Party represents and warrants that its respective obligations herein are legal and binding obligations of such Party, that each Party is fully authorized to enter into this Agreement, and that the person signing this Agreement hereinafter for each Party has been duly authorized to sign this Agreement on behalf of said Party.

16.6 Right to Make Other Agreements. Nothing in this Agreement limits or restricts the right of the City or the Participating Agencies to make separate agreements among themselves, including through joint powers agreements, without the need to amend this Agreement, provided that such agreements are consistent with this Agreement. Nothing in this Agreement or Section 6 limits or restricts the right of the City or the Participating Agencies to enter into separate agreements regarding the industrial pretreatment program, or for the purchase or sale of Repurified Water produced by the Water Repurification System, or sharing in City Water Utility PW Costs; however, such agreements shall not affect the cost allocation and Metro System revenues delineated in Section 5.

16.7 Statute of Limitations to Resolve Billing Issues. Notwithstanding any longer statute of limitations in State law, if the City or a Participating Agency wishes to dispute a bill (including, but not limited to, an audited bill or an audit reconciliation) on the basis of an alleged overpayment or underpayment arising under this Agreement, the Party alleging the dispute must provide written notice regarding the disputed bill to all Parties to this Agreement promptly upon discovery of such a billing issue. The written notice shall invoke or reference this Section. The Parties agree that such refunds or collections shall not accrue for more than three (3) years from the date that such billing is received by the Participating Agency, or one (1) year from the date that an audited reconciliation is received by the Participating Agency, whichever date is later. The City and the Participating Agencies hereby waive any applicable statute of limitations available under State law that exceed the time frames set forth in this Section 16.7. Upon receipt of the written notice regarding the billing dispute, any Participating Agency wishing to participate in the resolution of the dispute shall be allowed to do so and to present evidence to all Parties in support of their position. The involved Parties' determination regarding the outcome of the billing dispute, including any related adjustments to each Participating Agency's share of net Metro System costs or revenues resulting from the resolution of such billing issues, shall be final. Nothing in this section relieves a Participating Agency from its obligations to make timely payments under this Agreement irrespective of whether or not a bill is being disputed. If the Parties are unable to resolve a billing dispute, the Parties shall utilize the dispute resolution processes in this Agreement.

16.8 Counterparts and Electronic Signatures. This Agreement may be executed in counterparts. This Agreement shall become operative as soon as one counterpart hereof has been executed by each Party. The counterparts so executed shall constitute one Agreement notwithstanding that the signatures of all Parties do not appear on the same page. A faxed, .pdf, or other electronic copy of the fully executed original version of this Agreement shall have the same legal effect as an executed original for all purposes. Electronic signatures (including but not limited

to signatures via DocuSign) shall be acceptable, enforceable, and shall have the same legal effect as an original signature.

16.9 Transparency. Upon request, the City shall promptly provide each Participating Agency with access to all records and information reflecting Flow and Strength of sewage in the Metro System, including, but not limited to, Flow data from all Metro System meters, worksheets or calculations that are used by City to develop cost information for any costs contemplated by this Agreement, and any Strength or other data utilized by the City when calculating annual sewage Flow and/or other costs imposed pursuant to this Agreement (including, but not limited to, pretreatment costs). The Parties shall work in good faith together to ensure the Participating Agencies have reasonable and full transparency under this Agreement.

16.10 Incorporation of Recitals. All of the recitals set forth in this Agreement, and all of the exhibits attached to this Agreement, are by this reference incorporated in and made a part of this Agreement as though fully set forth herein.

16.11 Joint Exercise of Power. It is the intent of the Parties that this Agreement is intended to exercise the governmental authority granted pursuant to Gov. Code Section 6500 *et seq.* which provides for the joint exercise of governmental powers.

IN WITNESS WHEREOF, the Parties have executed this Second Amendment and Restated Regional Wastewater Disposal Agreement and the associated Administrative Agreements(s) identified herein as of the date first set forth above.

CITY OF CHULA VISTA

Approved as to Form:

Name: _____
Title: _____

Name: _____
Title: _____

CITY OF CORONADO

Approved as to Form:

Name: _____
Title: _____

Name: _____
Title: _____

CITY OF DEL MAR

Approved as to Form:

Name: _____
Title: _____

Name: _____
Title: _____

CITY OF EL CAJON

Approved as to Form:

Name: _____
Title: _____

Name: _____
Title: _____

CITY OF IMPERIAL BEACH

Approved as to Form:

Name: _____
Title: _____

Name: _____
Title: _____

CITY OF LA MESA

Approved as to Form:

Name: _____
Title: _____

Name: _____
Title: _____

LEMON GROVE SANITATION DISTRICT Approved as to Form:

Name: _____
Title: _____

Name: _____
Title: _____

CITY OF NATIONAL CITY

Approved as to Form:

Name: _____
Title: _____

Name: _____
Title: _____

OTAY WATER DISTRICT

Approved as to Form:

Name: _____
Title: _____

Name: _____
Title: _____

PADRE DAM MUNICIPAL WATER DISTRICT

Approved as to Form:

Name: _____
Title: _____

Name: _____
Title: _____

CITY OF POWAY

Approved as to Form:

Name: _____
Title: _____

Name: _____
Title: _____

CITY OF SAN DIEGO

Approved as to Form:

Name: _____
Title: _____

Name: _____
Title: _____

**SAN DIEGO COUNTY SANITATION
DISTRICT**

Approved as to Form:

Name: _____
Title: _____

Name: _____
Title: _____

EXHIBIT A

**Metro Facilities (Electronic Exhibit); file name: 2025-10_Exhibit A Metro Facilities.aprx;
time stamp of file: 10/23/2025 3:38 PM, software used to open and view file including
version: ArcGIS Pro 3.5.0; included herewith as CD-ROM/DVD-ROM**

Exhibit A: Listing of Metro Facilities as of 6/12/2026

Metro Facilities (Electronic Exhibit);

file name: 2025-10_Exhibit A Metro Facilities.aprx

time stamp of file: 10/23/2025 3:38 PM

software used to open and view file including version:
ArcGIS Pro 3.5.

EXHIBIT A

METRO FACILITIES AS OF 6/12/2026

TREATMENT FACILITIES

Point Loma Facilities (PLWWTP)

- Advanced Primary Treatment Plant
- Ocean Outfall
- Access Road
- Power Generation Facility

North City

- Water Reclamation Plant (NCWRP)

South Bay

- Water Reclamation Plant (SBWRP)
- South Bay Land/Ocean Outfall¹

SLUDGE TREATMENT CONVEYANCE FACILITIES

- Metro Biosolids Center (MBC)
- Point Loma Digesters³
- Digested Sludge Pipeline: Point Loma to MBC
- Raw sludge pipeline: NCWRP to MBC
- Centrate Pipeline: MBC to NCWRP
- Raw sludge pipeline: SBWRP to South Metro Interceptor

CONVEYANCE

- Pump Station 1
- Pump Station 1 Force Main
- Pump Station 2

¹ The South Bay Land/Ocean Outfall is jointly owned by the International Boundary and Water Commission, U.S. Section (60.06%) and the City of San Diego (39.94%). The capacity of the City's portion of the outfall as of the date of this Agreement is 74 MGD average dry weather flow, of which the Metro System has a capacity right to 69.2 MGD and the City as an exclusive right to 4.8 MGD

² Gravity pipeline connection between NCWRP and the North Metro Interceptor

³Included separately from rest of treatment plant to acknowledge role in sludge treatment process.

- Pump Station 2 Force Mains
- Pump Station 2 Backup Power Generation Facility
- South Metro Interceptor
- North Metro Interceptor
- Grove Avenue Pump Station
- Grove Avenue Pump Station Force Main
- Rose Canyon Parallel Trunk Sewer²
- Second Rose Canyon Trunk Sewer²
- East Mission Bay Trunk Sewer²
- Morena Blvd. Interceptor²
- Metro System Meters (including 88 billing meters and 14 operational meters)
- North City Tunnel Connector
- West Point Loma Interceptor

OTHER FACILITIES

- Environmental Monitoring and Technical Services Laboratory (95% Metro Ownership)
- Metro Operation Center aka MOC (17% Metro Ownership)
- Dairy Mart Road & Bridge

FUTURE METRO FACILITIES

Phase 1 Pure Water (Under Construction – Percent ownership will be assigned after audit)

- Expand NCWRP
- Morena Pump Station
- Morena Pump Station Force Main
- Centrate/RSDP Line (From NCWRP to North Metro Interceptor)
- East Mission Gorge / East County residuals line (Water, Muni, and Metro combined assets)

¹ The South Bay Land/Ocean Outfall is jointly owned by the International Boundary and Water Commission, U.S. Section (60.06%) and the City of San Diego (39.94%). The capacity of the City's portion of the outfall as of the date of this Agreement is 74 MGD average dry weather flow, of which the Metro System has a capacity right to 69.2 MGD and the City as an exclusive right to 4.8 MGD

² Gravity pipeline connection between NCWRP and the North Metro Interceptor

³Included separately from rest of treatment plant to acknowledge role in sludge treatment process.

Phase 2 Pure Water Planned

- Phase 2 Pure Water (TBD)
- Phase 2 Pure Water Centrate Line (TBD)

Reserved Rights- Other Future Facilities

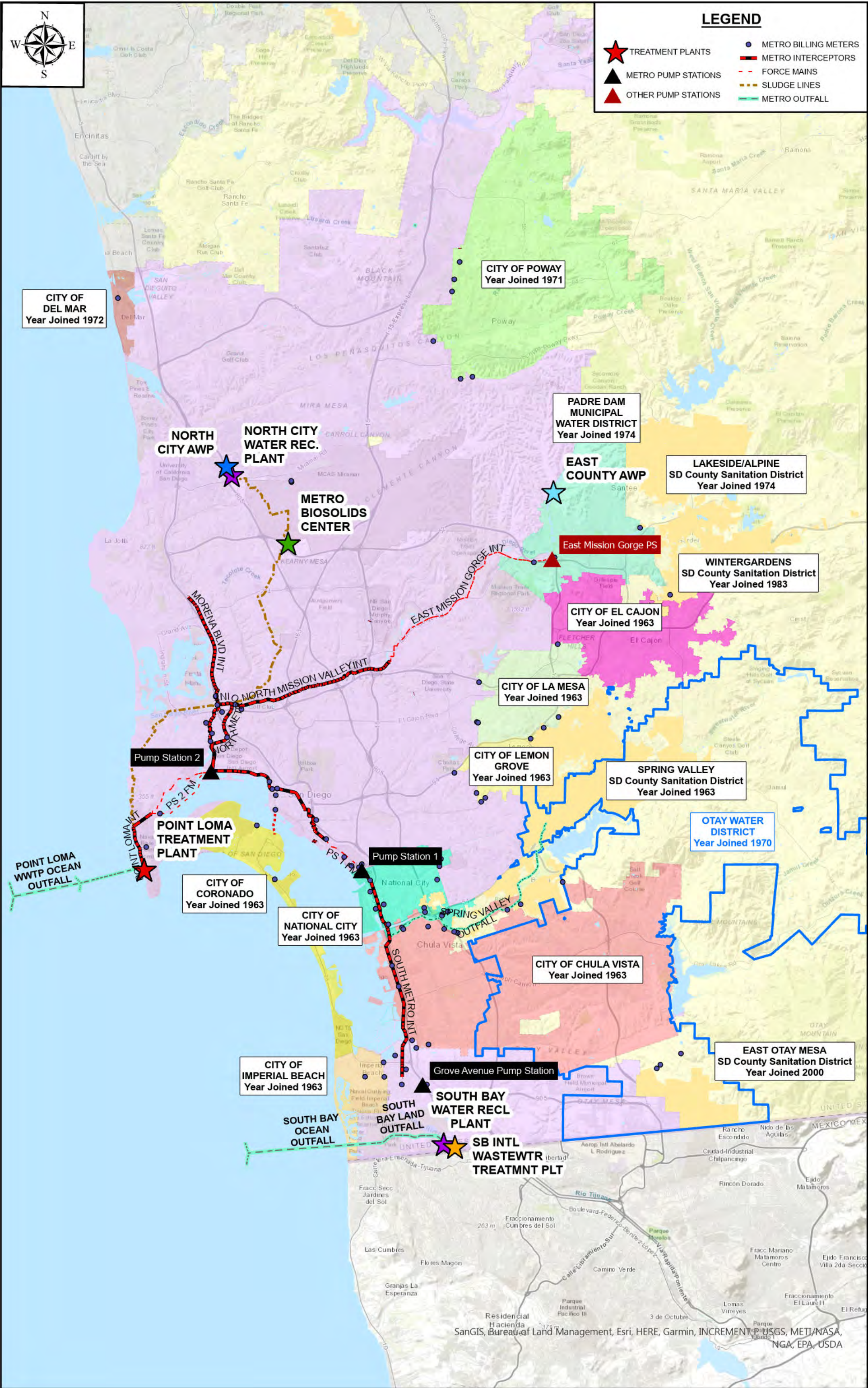
The facilities listed in this category will potentially be required as part of the Metro System for hydraulic capacity, good engineering practices and/or compliance with applicable law, rules or regulations, including compliance with OPRA, and continuation and maintaining the City's Waiver of applicable treatment standards at the Point Loma Wastewater Treatment Plant ("Waiver").

- South Bay Secondary Treatment Plant (21-28 MGD)
- South Bay Secondary Sewers & Pump Station (Sweetwater River)
- South Bay Sludge Processing Facility
- Wet Weather Storage Facilities

¹ The South Bay Land/Ocean Outfall is jointly owned by the International Boundary and Water Commission, U.S. Section (60.06%) and the City of San Diego (39.94%). The capacity of the City's portion of the outfall as of the date of this Agreement is 74 MGD average dry weather flow, of which the Metro System has a capacity right to 69.2 MGD and the City as an exclusive right to 4.8 MGD

² Gravity pipeline connection between NCWRP and the North Metro Interceptor

³Included separately from rest of treatment plant to acknowledge role in sludge treatment process.



LEGEND

- ★ TREATMENT PLANTS
- METRO BILLING METERS
- ▲ METRO PUMP STATIONS
- METRO INTERCEPTORS
- - - FORCE MAINS
- - - SLUDGE LINES
- ▲ OTHER PUMP STATIONS
- METRO OUTFALL

CITY OF DEL MAR
Year Joined 1972

CITY OF POWAY
Year Joined 1971

NORTH CITY AWP

NORTH CITY WATER REC. PLANT

METRO BIOSOLIDS CENTER

PADRE DAM MUNICIPAL WATER DISTRICT
Year Joined 1974

EAST COUNTY AWP

LAKESIDE/ALPINE SD County Sanitation District
Year Joined 1974

East Mission Gorge PS

WINTERGARDENS SD County Sanitation District
Year Joined 1983

CITY OF EL CAJON
Year Joined 1963

CITY OF LA MESA
Year Joined 1963

CITY OF LEMON GROVE
Year Joined 1963

SPRING VALLEY SD County Sanitation District
Year Joined 1963

OTAY WATER DISTRICT
Year Joined 1970

POINT LOMA WWTP OCEAN OUTFALL

POINT LOMA TREATMENT PLANT

CITY OF CORONADO
Year Joined 1963

CITY OF NATIONAL CITY
Year Joined 1963

Pump Station 1

SPRING VALLEY OUTFALL

CITY OF CHULA VISTA
Year Joined 1963

CITY OF IMPERIAL BEACH
Year Joined 1963

SOUTH BAY OCEAN OUTFALL

SOUTH BAY LAND OUTFALL

SOUTH BAY WATER RECL PLANT

SB INTL WASTEWTR TREATMNT PLT

Grove Avenue Pump Station

EAST OTAY MESA SD County Sanitation District
Year Joined 2000

EXHIBIT B

DISTRIBUTION OF WASTEWATER SYSTEM CAPACITY RIGHTS

EXHIBIT B

DISTRIBUTION OF WASTEWATER SYSTEM CAPACITY RIGHTS							
AGENCY	ANNUAL FIXED CAPACITY RIGHTS ¹						
	1	2	3	4	5	6	7
	Average Flow ² , MGD	Incremental Peak Flow ³ , MGD	RSPD ⁴ , MGD	Total Allowable Flow ³ , MGD	TSS ² , 1,000 lbs.	COD ² , 1,000 lbs.	Pure Water Phase 1 ⁵
Chula Vista	18.33	19.52	0	37.85	22,082	38,419	11.699%
Coronado	1.90	3.03	0	4.93	2,089	3,336	1.152%
Del Mar	0.00	0.30	0	0.30	0	0	0.020%
East Otay Mesa	1.79	3.48	0	5.27	1,915	3,336	1.096%
El Cajon	1.29	19.93	0.602	21.82	2,196	3,052	0.497%
Imperial Beach	2.47	4.48	0	6.95	2,045	3,844	1.411%
La Mesa	5.29	23.90	0	29.19	4,668	9,636	2.823%
Lakeside/Alpine	0.07	1.67	0.310	2.05	238	293	0.153%
Lemon Grove	2.40	4.51	0	6.91	2,289	4,387	1.395%
National City	4.65	3.07	0	7.72	4,562	9,161	2.852%
Otay	0.38	0.57	0	0.95	984	835	0.457%
Padre Dam	0.44	6.54	0.364	7.34	632	890	0.444%
Poway	3.10	8.80	0	11.90	3,113	5,073	1.869%
Spring Valley	5.74	5.05	0	10.79	6,039	10,597	3.765%
Wintergardens	0.02	1.08	0.080	1.18	65	80	0.044%
SUBTOTAL	47.9	105.9	1.356	155.1	52,916	92,938	29.677%
San Diego							
Wastewater	124.05	136.16	0	260.21	130,032	252,818	70.323%
Water	0	0	14.3	0.00	0	0	0
SUBTOTAL	124.1	136.2	14.3	260.2	130,032	252,818	70.323%
Metro I&I	-	82	-	82	-	-	-
TOTAL	171.9	324.1	15.7	497.4	182,948	345,756	100%

1. Currently based on 2050 projected flows and strengths.

2. Based on monthly average flow and strength.

3. Based on hourly average flow.

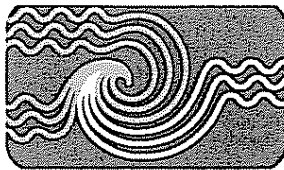
4. Reject Stream from Demineralization Process

5. Pure Water Phase 1 Capital Melded Percentages as established in Exhibit G of the "Amended and Restated Regional Wastewater Disposal Agreement Between the City of San Diego and the Participating Agencies in the Metropolitan Sewerage System" memorialized here only for use in billing Pure Water Phase 1 capital expenses. The following fractions were used to calculate the Melded Percentage (Based on 5 year average and not subject to change except by agreement of the parties.)

FLOW SS COD
0.482 0.257 0.243

EXHIBIT C

**ADMINISTRATIVE PROTOCOL ON ALLOCATION OF OPERATING RESERVES
AND DEBT SERVICE COVERAGE TO PARTICIPATING AGENCIES**



April 19, 2010

Rod Greek
Public Utilities Deputy Director
City of San Diego, Metropolitan Wastewater
9192 Topaz Way
San Diego, CA 92123

Re: Administrative Protocol on Allocation of Operating Reserves and Debt Service Coverage to Participating Agencies

Dear Mr. Greek:

This letter is intended to memorialize the attached Administrative Protocol on Allocation of Operating Reserves and Debt Service Coverage to Participating Agencies ("Protocol") negotiated between the City of San Diego and Metro TAC/ Metro JPA/ Metro Commission, on behalf of the Participating Agencies under the Regional Wastewater Disposal Agreement. Your signature will indicate acceptance of the Protocol on behalf of the City.

By countersigning this letter, the City of San Diego and Metro TAC/ Metro JPA/ Metro Commission acknowledge and agree to the terms and conditions contained in the attached Protocol.

Sincerely,



for the Metro TAC/ Metro JPA/ Metro Commission

Enclosure

The Protocol is accepted by the City of San Diego pursuant to the terms and conditions set forth in the attachment hereto:


Date: 4/19/10



Rod Greek, Public Utilities Deputy Director

The Protocol is accepted by Metro TAC/ Metro JPA/ Metro Commission on behalf of the Participating Agencies pursuant to the terms and conditions set forth in the attachment hereto:

Date: 5/6/10



The Joint Powers Authority Proactively Addressing Regional Wastewater Issues

Administrative Protocol on Allocation of Operating Reserves and Debt Service Coverage to Participating Agencies

BACKGROUND:

In early 2008 the MetroTAC formed a working group in response to the City of San Diego's request for \$20 million in funding in FYE 2009 from the Participating Agencies ("PAs") for operating reserves and debt service coverage. The working group continued to meet with City of San Diego staff regarding the establishment of a mutually agreed upon protocol through early February 2010. A summary of the City of San Diego's 2008 proposal and the negotiated 2010 protocol is included as Attachment A.

At its regular meeting of February 17, 2010, the MetroTAC approved the following recommendations to move to the Finance Committee of the Metro Wastewater JPA and thereafter to the Metro Commission/ Metro Wastewater JPA for discussion and action:

- Proceed with PAs funding a 1.2 debt service ratio coverage
- Proceed with PAs funding a 45 day operating reserves
- The PAs will fund no other reserves
- FY07 and FY08 refund monies will be used to fund the operating reserves
- Interest accrual on operating reserves and undesignated accounts will start with FY10 (beginning on July 1, 2009)

The Finance Committee of the Metro Wastewater JPA, at its February 24, 2010 meeting, took action to recommend approval of the above, by the Metro Commission/ Metro Wastewater JPA. At its March 4, 2010 meeting, the Metro Commission/ Metro Wastewater JPA, comprised of representatives of the PAs, approved the components of the negotiated policy, with the understanding that any such policy would serve as an administrative protocol regarding the allocation of debt service coverage to the PAs and funding of operating reserves by the PAs.

PROTOCOL REGARDING PA FUNDING OF OPERATING RESERVES:

Background:

Operating reserves are established to provide funding for unforeseen events that might occur during the course of the fiscal year such as unforeseen major maintenance or capital projects. The PAs performed a survey of other regional wholesale agencies and determined that agencies such as the San Diego County Water Authority maintain a 45 day operating reserves. Although the City of San Diego's current policy is to increase operating reserves for its retail customers from 45 to 70 days, the City realizes that if a major maintenance incident should occur it can immediately request payment from the PAs per the Regional Wastewater Disposal Agreement. The City of San Diego's retail customer's rates cannot be immediately increased due to Proposition 218 requirements for noticing and public hearings.

Protocol:

Attachment B is a summary of the funding strategy showing each PAs 2007 and 2008 refunds based on recent City Metro Wastewater Exhibit E audits. The refunds will be used to fund the PAs 45 day operating reserves contribution. In the majority of cases most PAs will see a refund even after they have

fully funded their portion of the operating reserves. PAs that do not have adequate refunds will be billed for their portion of the reserve in the next quarterly 2010 billing. The operating reserves for each fiscal year will be established based on 45 days of operating revenues as determined by the following formula:

Fiscal Year Estimated Operating Expenses (not including CIP and debt service)
365 days X45 days

The number of days included in the calculation cannot be changed without prior consent of the PAs.

The operating reserves will be maintained by the City of San Diego and interest will accrue on a monthly basis based on actual interest rates on the City's investments. This interest revenue will be added to the PAs undesignated fund balance for that fiscal year. As part of each year's Exhibit E audit the actual required operating reserves and interest earned on it will be determined and audited by the City of San Diego's external auditors and PA representatives. A summary of the operating reserves balance and interest earned for each PA will be included as a footnote or attachment to the City Metro Wastewater Exhibit E Audit.

PROTOCOL REGARDING ALLOCATION OF DEBT SERVICE COVERAGE TO PAs

Background:

A 1.2 debt service coverage ratio is a requirement for all of the outstanding Metro parity debt. A cash flow prepared by the City of San Diego shows (Attachment C) that if the PAs are billed at the current level (\$65 million annually to cover the PAs portion of operations, pay-go capital, and debt service expense) for the next three to five years that this requirement can be achieved without additional contributions by the PAs. This provides the PAs a stable projected annual Metro contribution for the next three to five years.

Protocol:

The PAs will maintain through annual contributions and use of PA undesignated fund balance a positive cash flow not to exceed 1.2 times the PA share of the required annual debt service on Metro Debt. The debt service coverage ratio of 1.2 cannot be changed without prior consent of the PAs.

The undesignated fund balance will be maintained by the City of San Diego and interest will accrue on a monthly basis based on actual interest rates on the City's investments. This interest revenue will be added to the PAs undesignated fund balance for that fiscal year.

As part of each year's Exhibit E audit the actual required reserve coverage and interest earned on the undesignated fund balance will be determined and audited by the City of San Diego's external auditors and PA representatives. A summary of the debt service coverage requirement and portion of interest earned on the undesignated fund balance for each PA will be included as a footnote or attachment to the City Metro Wastewater Exhibit E Audit.

If the cash flow in any year does not provide the required 1.2 debt service coverage the PAs will be billed the additional required revenue including interest.

Draft
 Schedule of Participating Agency Contributions to Operations Reserve and Debt Service Coverage Cash flow FY 2007-2011
 Prepared on: February 23, 2010

HOW TO READ CASH FLOW SPREADSHEET:

Blue font = data inputted directly into spreadsheet

Green font = data imported from another spreadsheet in workbook

Black font = Calculation; see legend to determine calculation

Line #	Cash flow Component	Legend	Foot-note #	FY07	AUDITED	FY08	FY10	FY11	PROJECTED	FY12	FY13	FY14	FY15
1	Current Projected Revenue Stream	Input		\$54,007,596	\$63,231,038	\$57,249,960	\$64,487,408	\$65,000,000	\$65,000,000	\$65,000,000	\$65,000,000	\$65,000,000	\$65,000,000
2	Annual Refund After Exhibit E Audit	Input					(6,209,431)	(1,500,000)	(3,000,000)	(2,500,000)	(2,500,000)	(2,100,000)	(1,800,000)
3	Transfer (to)/from Operating Reserve	Line 21-Prior Year	(1)				(4,281,432)	(43,814)	(43,242)	(43,675)	(44,112)	(44,112)	(44,553)
4	Undesignated Fund Balance Interest	Line 17 X Interest Rate	(1)				79,900	259,156	225,608	113,282	62,579	58,889	58,889
5	Operating Reserve Interest	Calculated Off-Line	(2)				166,159	166,159	167,821	159,499	171,194	171,194	171,906
6	Gross PA System Revenue	Sum(Line1,Line5)					\$52,241,049	\$63,881,500	\$62,350,187	\$62,789,106	\$63,089,661	\$63,387,252	\$63,387,252
7	Less:												
8	PA Estimated Total Operating Expenses	Prior year X 1.01	(3)				\$34,727,170	\$35,074,442	\$35,425,186	\$35,779,438	\$36,137,232	\$36,498,605	\$36,498,605
9	Net PA System Revenue	Line 6 - Line 8					\$17,513,879	\$28,807,058	\$26,925,001	\$26,959,668	\$26,952,429	\$26,888,647	\$26,888,647
11	PA Annual Debt Service Payment	Calculated Off-Line					\$74,049,985	\$74,043,880	\$72,479,039	\$72,478,266	\$72,478,075	\$72,478,730	\$72,478,730
12	CIP Pay Go - 20% of Projected CIP	Input	(4)				1,318,048	5,610,210	7,369,218	5,609,940	4,570,129	4,570,129	4,655,009
13	Total CIP and Debt Service	Line 12 + 13					20,441,069	29,654,090	29,848,257	28,279,206	27,048,204	27,133,738	27,133,738
14	Net Income after CIP and Debt Service	Line 10 - 14					(\$7,854,187)	(\$847,032)	(\$1,913,257)	(\$1,313,537)	(\$95,775)	(\$95,775)	(\$245,092)
15	PA Undesignated Fund Balance	Line 16 + Prior Year					\$6,718,428	\$5,871,396	\$1,948,199	\$1,628,902	\$1,532,827	\$1,532,827	\$1,287,735
16	Calculated Debt Service Ratio	Line 10/Line 12					0.73	1.20	1.20	1.20	1.20	1.20	1.20
17	Operating Reserve (45 days)	(Line 8/365 days) X 45 days	(5)				\$4,281,432	\$4,324,246	\$4,367,489	\$4,411,164	\$4,455,275	\$4,499,828	\$4,499,828

Footnotes:

(1) average of current year ending balance + prior year ending balance times 3/2K
 (2) average monthly balance times LAIF rate (first year calculated at half year interest)
 (3) FY09 based on average of FY07 & FY08 then 1% inflation
 (4) 20% of projected Metro CIP
 (5) Minimum coverage requirement 1.2 time annual Metro debt service

FY10 Operating Reserve Calc:
 PA Operating Expenses: \$4,281,432
 divided by: 365
 Equals: \$9,543
 Times: 45
 45 day Operating Reserve: \$4,281,432

FY10 Operating Reserve Interest Calc:
 PA Operating Expenses: \$4,281,432
 Times ave monthly LAIF Interest Rate: 0.038425 (range from 3.18% to 4.53% per month)
 FY10 Estimated Interest Earned: \$164,514

FY07-FY08 Operating Reserve Rate Stabilization
Based on 2008 Flows
FINAL

Agency	EXHIBIT E AUDIT ADJUSTMENTS			2008 FLOWS & LOADS		
	FY 2007	FY 2008	TOTAL	2008 FLOWS & LOADS	OPERATING RESERVE	NET
CHULA VISTA	(\$1,837,010)	(\$2,100,751)	(\$3,937,761)	28.083%	\$1,202,374	(\$2,735,387)
CORONADO	(\$189,910)	(\$366,858)	(\$556,768)	3.356%	\$143,693	(\$413,075)
DEL MAR	(\$87,785)	(\$103,913)	(\$191,698)	1.029%	\$44,061	(\$147,637)
EL CAJON	(\$290,369)	\$66,888	(\$223,481)	15.270%	\$653,789	\$430,308
IMPERIAL BEACH	(\$132,300)	(\$130,153)	(\$262,453)	3.652%	\$156,373	(\$106,080)
LA MESA	(\$99,793)	(\$40,190)	(\$139,983)	8.842%	\$378,561	\$238,578
LAKESIDE/ALPINE	(\$293,313)	(\$243,206)	(\$536,519)	5.357%	\$229,368	(\$307,151)
LEMON GROVE	(\$147,034)	(\$195,043)	(\$342,077)	3.611%	\$154,615	(\$187,462)
NATIONAL CITY	(\$637,379)	(\$947,043)	(\$1,584,422)	7.572%	\$324,211	(\$1,260,211)
OTAY	\$123,792	(\$138,545)	(\$14,753)	0.459%	\$19,668	\$4,915
PADRE DAM	(\$789,976)	(\$1,752,218)	(\$2,542,194)	5.198%	\$222,537	(\$2,319,657)
POWAY	(\$683,251)	\$130,168	(\$553,083)	5.770%	\$247,021	(\$306,062)
SPRING VALLEY	(\$611,093)	(\$667,539)	(\$1,278,632)	10.316%	\$441,691	(\$836,941)
WINTERGARDENS	(\$71,984)	(\$56,162)	(\$128,146)	1.482%	\$63,470	(\$64,676)
TOTAL	(\$5,747,405)	(\$6,544,565)	(\$12,291,970)	100%	\$4,281,432	\$ (8,010,538.00)

EXHIBIT D
NOTICE LISTING

EXHIBIT D
NOTICE LISTING

Maria Kachadoorian
City Manager
City of Chula Vista
276 Fourth Avenue
Chula Vista, CA 91919
Phone: (619) 691 5031
mkachadoorian@chulavista.ca.gov

Tina Friend
City Manager
City of Coronado
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EXHIBIT E
METHODOLOGY FOR CONTRACT CAPACITY TRANSFERS

EXHIBIT E
METHODOLOGY FOR CONTRACT CAPACITY TRANSFERS

The following exhibit describes the methodology for transferring contract capacities from the Metro Pooled Capacity (summarized in the table below) to a Party’s contract capacity defined in Exhibit B.

POOLED CAPACITY				
	Average Flow, mgd	Incremental Peak¹, mgd	TSS, 1,000 lbs.	COD, 1,000 lbs.
After Phase 1 Pure Water	0	10 ²	96,820	27,521
After Phase 2 Pure Water	10	20	96,820	27,521

1. At Point Loma WWTP
2. Assume system storage

If a transfer of contract capacity is initiated as set forth in Section 4.4.3.1, capacity will be taken from the Pooled Capacity and added to the Party in need of additional capacity. Thereafter, the above table of Pooled Capacity will be updated with the subject column reduced, and Exhibit B will be updated with the subject Party’s contract capacity correspondingly increased.

In lieu of transferring average flow capacity from the Pooled Capacity to a Party, the Party can choose to transfer Incremental Peak Flow Capacity to Average Flow Capacity keeping Total Allowable Flow the same, assuming the Party would still have sufficient Total Allowable Flow Capacity for their peak flows.

If a transfer of contract capacity as set forth in Section 4.4.3.2, the reverse shall occur and the subject Party’s contract capacity will be reduced in Exhibit B and the Pooled increased.

In lieu of transferring average flow capacity to the Pooled Capacity from a Party, the Party can choose to transfer Average Flow Capacity to Incremental Peak Flow Capacity keeping Total

Allowable Flow the same, if they anticipate needing their current Total Allowable Flow for their peak flows.

The remainder of this Exhibit has examples of how these transfers would be performed and the estimated effect on a Party's share of Metro System Costs under the FAB Billing System. Please note Metro System costs will change from time to time as well as Contract Capacities per Exhibit B, so the following are only examples and not meant to be exact. These examples are based on Exhibit B as of the signing of this agreement, not necessarily the last revision of this exhibit. These examples are currently based on FY24 unaudited costs and estimated FY27 billing units.

AVERAGE FLOW EXAMPLE ~ 5% INCREASE IN CONTRACT CAPACITY FROM POOLED CAPACITY

If the City of Chula Vista needed a 5% Increase in Average Flow Contract Capacity from the Pooled Capacity, then Exhibit B Contract Capacity would be updated as follows

DISTRIBUTION OF WASTEWATER SYSTEM CAPACITY RIGHTS						
AGENCY	ANNUAL FIXED CAPACITY RIGHTS					
	1	2	3	4	5	6
	Average Flow, MGD	Incremental Peak Flow, MGD	RSPD, MGD	Total Allowable Flow, MGD	TSS, 1,000 lbs.	COD, 1,000 lbs.
Chula Vista (Old)	18.33	19.52	0	37.85	22,082	38,419
Chula Vista (New)	19.25	19.52	0	38.77	22,082	38,419

If the City of Chula Vista needed a 5% Increase in Contract Capacity, then Chula Vista's costs increase ~4%. All other agencies' costs would decrease proportionally.

AGENCY	OWNERSHIP					USE				TOTAL	
	Average Flow, MGD	Incremental Peak Flow, MGD	RSDP, MGD	TSS, 1,000 lbs.	COD, 1,000 lbs.	Metered Flow, MGD	RSDP, MGD	TSS, 1,000 lbs.	COD, 1,000 lbs.	TOTAL	% of Total
Chula Vista (Old)	\$2,910,602	\$1,330,563	\$0	\$2,040,479	\$527,941	\$11,035,399	\$0	\$7,560,599	\$2,941,160	\$28,346,743	11.1%
Chula Vista (New)	\$3,041,025	\$1,327,783	\$0	\$2,040,479	\$527,941	\$12,028,890	\$0	\$7,560,599	\$2,941,160	\$29,467,877	11.6%

AGENCY	OLD	NEW
Chula Vista	\$ 28,346,743	\$ 29,467,877
Coronado	\$ 2,351,663	\$ 2,340,482
Del Mar	\$ 20,447	\$ 20,405
East Otay Mesa	\$ 1,072,840	\$ 1,069,001
El Cajon	\$ 3,311,325	\$ 3,300,158
Imperial Beach	\$ 3,397,789	\$ 3,379,514
La Mesa	\$ 8,545,592	\$ 8,504,174
Lakeside/Alpine	\$ 305,946	\$ 304,943
Lemon Grove	\$ 3,041,920	\$ 3,026,888
National City	\$ 6,275,512	\$ 6,243,265
Otay	\$ 946,616	\$ 943,355
Padre Dam	\$ 750,193	\$ 748,140
Poway	\$ 4,347,435	\$ 4,326,388
Spring Valley	\$ 7,182,725	\$ 7,147,114
Wintergardens	\$ 135,844	\$ 135,453
SUBTOTAL	\$ 70,032,590	\$ 70,957,155
San Diego		
SD Wastewater	\$ 182,904,588	\$ 181,993,097
SD Water	\$ 1,457,146	\$ 1,444,072
SUBTOTAL	\$ 184,361,734	\$ 183,437,169
Regional Sludge	\$ -	\$ -
TOTAL	\$ 254,394,325	\$ 254,394,325

AVERAGE FLOW EXAMPLE ~ 5% INCREASE IN CONTRACT CAPACITY FROM INCREMENTAL PEAK

If the City of Chula Vista needed a 5% Increase in Average Flow Contract Capacity from their Incremental Peak, then Exhibit B Contract Capacity would be updated as follows

DISTRIBUTION OF WASTEWATER SYSTEM CAPACITY RIGHTS						
AGENCY	ANNUAL FIXED CAPACITY RIGHTS					
	1	2	3	4	5	6
	Average Flow, MGD	Incremental Peak Flow, MGD	RSPD, MGD	Total Allowable Flow, MGD	TSS, 1,000 lbs.	COD, 1,000 lbs.
Chula Vista (Old)	18.33	19.52	0	37.85	22,082	38,419
Chula Vista (New)	19.25	18.61	0	37.85	22,082	38,419

If the City of Chula Vista needed a 5% Increase in Contract Capacity, then Chula Vista's costs increase ~3.8%. All other agencies' costs would decrease proportionally.

AGENCY	OWNERSHIP					USE				TOTAL	
	Average Flow, MGD	Incremental Peak Flow, MGD	RSDP, MGD	TSS, 1,000 lbs.	COD, 1,000 lbs.	Metered Flow, MGD	RSDP, MGD	TSS, 1,000 lbs.	COD, 1,000 lbs.	TOTAL	% of Total
Chula Vista (Old)	\$2,910,602	\$1,330,563	\$0	\$2,040,479	\$527,941	\$11,035,399	\$0	\$7,560,599	\$2,941,160	\$28,346,743	11.1%
Chula Vista (New)	\$3,041,423	\$1,268,493	\$0	\$2,040,479	\$527,941	\$12,031,492	\$0	\$7,560,599	\$2,941,160	\$29,411,586	11.6%

AGENCY	OLD	NEW
Chula Vista	\$ 28,346,743	\$ 29,411,586
Coronado	\$ 2,351,663	\$ 2,341,152
Del Mar	\$ 20,447	\$ 20,449
East Otay Mesa	\$ 1,072,840	\$ 1,069,587
El Cajon	\$ 3,311,325	\$ 3,303,299
Imperial Beach	\$ 3,397,789	\$ 3,380,539
La Mesa	\$ 8,545,592	\$ 8,508,472
Lakeside/Alpine	\$ 305,946	\$ 305,226
Lemon Grove	\$ 3,041,920	\$ 3,027,850
National City	\$ 6,275,512	\$ 6,244,378
Otay	\$ 946,616	\$ 943,505
Padre Dam	\$ 750,193	\$ 749,149
Poway	\$ 4,347,435	\$ 4,328,094
Spring Valley	\$ 7,182,725	\$ 7,148,584
Wintergardens	\$ 135,844	\$ 135,622
SUBTOTAL	\$ 70,032,590	\$ 70,917,492
San Diego		
SD Wastewater	\$ 182,904,588	\$ 182,031,622
SD Water	\$ 1,457,146	\$ 1,445,211
SUBTOTAL	\$ 184,361,734	\$ 183,476,833
Regional Sludge	\$ -	\$ -
TOTAL	\$ 254,394,325	\$ 254,394,325

INCREMENTAL PEAK FLOW EXAMPLE ~ 5% INCREASE IN CONTRACT CAPACITY FROM POOLED CAPACITY

If the City of Chula Vista needed a 5% Increase in Incremental Peak Contract Capacity from the Pooled Capacity, then Exhibit B Contract Capacity would be updated as follows

DISTRIBUTION OF WASTEWATER SYSTEM CAPACITY RIGHTS						
AGENCY	ANNUAL FIXED CAPACITY RIGHTS					
	1	2	3	4	5	6
	Average Flow, MGD	Incremental Peak Flow, MGD	RSPD, MGD	Total Allowable Flow, MGD	TSS, 1,000 lbs.	COD, 1,000 lbs.
Chula Vista (Old)	18.33	19.52	0	37.85	22,082	38,419
Chula Vista (New)	18.33	20.50	0	38.83	22,082	38,419

If the City of Chula Vista needed a 5% Increase in Contract Capacity, then Chula Vista's costs increase ~0.2%. All other agencies' costs would decrease proportionally.

AGENCY	OWNERSHIP					USE				TOTAL	
	Average Flow, MGD	Incremental Peak Flow, MGD	RSDP, MGD	TSS, 1,000 lbs.	COD, 1,000 lbs.	Metered Flow, MGD	RSDP, MGD	TSS, 1,000 lbs.	COD, 1,000 lbs.	TOTAL	% of Total
Chula Vista (Old)	\$2,910,602	\$1,330,563	\$0	\$2,040,479	\$527,941	\$11,035,399	\$0	\$7,560,599	\$2,941,160	\$28,346,743	11.1%
Chula Vista (New)	\$2,910,196	\$1,394,000	\$0	\$2,040,479	\$527,941	\$11,032,852	\$0	\$7,560,599	\$2,941,160	\$28,407,227	11.2%

AGENCY	OLD	NEW
Chula Vista	\$ 28,346,743	\$ 28,407,227
Coronado	\$ 2,351,663	\$ 2,350,944
Del Mar	\$ 20,447	\$ 20,400
East Otay Mesa	\$ 1,072,840	\$ 1,072,211
El Cajon	\$ 3,311,325	\$ 3,307,956
Imperial Beach	\$ 3,397,789	\$ 3,396,688
La Mesa	\$ 8,545,592	\$ 8,540,979
Lakeside/Alpine	\$ 305,946	\$ 305,642
Lemon Grove	\$ 3,041,920	\$ 3,040,886
National City	\$ 6,275,512	\$ 6,274,315
Otay	\$ 946,616	\$ 946,455
Padre Dam	\$ 750,193	\$ 749,111
Poway	\$ 4,347,435	\$ 4,345,604
Spring Valley	\$ 7,182,725	\$ 7,181,144
Wintergardens	\$ 135,844	\$ 135,662
SUBTOTAL	\$ 70,032,590	\$ 70,075,225
San Diego		
SD Wastewater	\$ 182,904,588	\$ 182,863,179
SD Water	\$ 1,457,146	\$ 1,455,920
SUBTOTAL	\$ 184,361,734	\$ 184,319,099
Regional Sludge	\$ -	\$ -
TOTAL	\$ 254,394,325	\$ 254,394,325

RSDP EXAMPLE ~ 5% INCREASE IN CONTRACT CAPACITY

If the City of El Cajon needed a 5% Increase in RSDP Contract Capacity, then Exhibit B Contract Capacity would be updated as follows

DISTRIBUTION OF WASTEWATER SYSTEM CAPACITY RIGHTS						
AGENCY	ANNUAL FIXED CAPACITY RIGHTS					
	1	2	3	4	5	6
	Average Flow, MGD	Incremental Peak Flow, MGD	RSPD, MGD	Total Allowable Flow, MGD	TSS, 1,000 lbs.	COD, 1,000 lbs.
El Cajon (Old)	1.29	19.93	0.602	21.82	2,196	3,052
El Cajon (New)	1.29	19.93	0.632	21.85	2,196	3,052

If the City of Chula El Cajon needed a 5% Increase in Contract Capacity, then Chula Vista's costs increase ~2.1%. All other agencies' costs would decrease proportionally.

AGENCY	OWNERSHIP					USE				TOTAL	
	Average Flow, MGD	Incremental Peak Flow, MGD	RSDP, MGD	TSS, 1,000 lbs.	COD, 1,000 lbs.	Metered Flow, MGD	RSDP, MGD	TSS, 1,000 lbs.	COD, 1,000 lbs.	TOTAL	% of Total
El Cajon (Old)	\$204,838	\$1,358,378	\$6,517	\$202,924	\$41,940	\$625,109	\$65,117	\$616,086	\$190,415	\$3,311,325	1.3%
E Cajon (New)	\$204,837	\$1,357,377	\$6,841	\$202,924	\$41,940	\$624,752	\$34,671	\$616,086	\$190,415	\$3,382,124	1.3%

AGENCY	OLD	NEW
Chula Vista	\$ 28,346,743	\$ 28,339,437
Coronado	\$ 2,351,663	\$ 2,351,013
Del Mar	\$ 20,447	\$ 20,432
East Otay Mesa	\$ 1,072,840	\$ 1,072,562
El Cajon	\$ 3,311,325	\$ 3,382,124
Imperial Beach	\$ 3,397,789	\$ 3,396,719
La Mesa	\$ 8,545,592	\$ 8,542,569
Lakeside/Alpine	\$ 305,946	\$ 305,784
Lemon Grove	\$ 3,041,920	\$ 3,041,021
National City	\$ 6,275,512	\$ 6,273,843
Otay	\$ 946,616	\$ 946,432
Padre Dam	\$ 750,193	\$ 749,779
Poway	\$ 4,347,435	\$ 4,346,059
Spring Valley	\$ 7,182,725	\$ 7,180,836
Wintergardens	\$ 135,844	\$ 135,768
SUBTOTAL	\$ 70,032,590	\$ 70,084,378
San Diego		
SD Wastewater	\$ 182,904,588	\$ 182,854,978
SD Water	\$ 1,457,146	\$ 1,454,969
SUBTOTAL	\$ 184,361,734	\$ 184,309,947
Regional Sludge	\$ -	\$ -
TOTAL	\$ 254,394,325	\$ 254,394,325

TOTAL SUSPENDED SOLIDS EXAMPLE ~ 5% INCREASE IN CONTRACT CAPACITY FROM POOLED CAPACITY

If the City of Chula Vista needed a 5% Increase in TSS Contract Capacity from the Pooled Capacity, then Exhibit B Contract Capacity would be updated as follows

DISTRIBUTION OF WASTEWATER SYSTEM CAPACITY RIGHTS						
AGENCY	ANNUAL FIXED CAPACITY RIGHTS					
	1	2	3	4	5	6
	Average Flow, MGD	Incremental Peak Flow, MGD	RSPD, MGD	Total Allowable Flow, MGD	TSS, 1,000 lbs.	COD, 1,000 lbs.
Chula Vista (Old)	18.33	19.52	0	37.85	22,082	38,419
Chula Vista (New)	19.25	19.52	0	38.77	23,186	38,419

If the City of Chula Vista needed a 5% Increase in Contract Capacity, then Chula Vista's costs increase ~2.6%. All other agencies' costs would decrease proportionally.

AGENCY	OWNERSHIP					USE				TOTAL	
	Average Flow, MGD	Incremental Peak Flow, MGD	RSDP, MGD	TSS, 1,000 lbs.	COD, 1,000 lbs.	Metered Flow, MGD	RSDP, MGD	TSS, 1,000 lbs.	COD, 1,000 lbs.	TOTAL	% of Total
Chula Vista (Old)	\$2,910,602	\$1,330,563	\$0	\$2,040,479	\$527,941	\$11,035,399	\$0	\$7,560,599	\$2,941,160	\$28,346,743	11.1%
Chula Vista (New)	\$2,910,602	\$1,330,563	\$0	\$2,129,678	\$527,941	\$11,035,399	\$0	\$8,224,526	\$2,941,160	\$29,099,869	11.4%

AGENCY	OLD	NEW
Chula Vista	\$ 28,346,743	\$ 29,099,869
Coronado	\$ 2,351,663	\$ 2,343,749
Del Mar	\$ 20,447	\$ 20,447
East Otay Mesa	\$ 1,072,840	\$ 1,070,428
El Cajon	\$ 3,311,325	\$ 3,302,439
Imperial Beach	\$ 3,397,789	\$ 3,388,031
La Mesa	\$ 8,545,592	\$ 8,523,126
Lakeside/Alpine	\$ 305,946	\$ 305,003
Lemon Grove	\$ 3,041,920	\$ 3,032,733
National City	\$ 6,275,512	\$ 6,254,625
Otay	\$ 946,616	\$ 941,107
Padre Dam	\$ 750,193	\$ 749,005
Poway	\$ 4,347,435	\$ 4,334,133
Spring Valley	\$ 7,182,725	\$ 7,158,161
Wintergardens	\$ 135,844	\$ 135,517
SUBTOTAL	\$ 70,032,590	\$ 70,658,374
San Diego		
SD Wastewater	\$ 182,904,588	\$ 182,278,804
SD Water	\$ 1,457,146	\$ 1,457,146
SUBTOTAL	\$ 184,361,734	\$ 183,735,951
Regional Sludge	\$ -	
TOTAL	\$ 254,394,325	\$ 254,394,325

TOTAL CHEMICAL OXYGEN DEMAND EXAMPLE ~ 5% INCREASE IN CONTRACT CAPACITY FROM POOLED CAPACITY

If the City of Chula Vista needed a 5% Increase in COD Contract Capacity from the Pooled Capacity, then Exhibit B Contract Capacity would be updated as follows

DISTRIBUTION OF WASTEWATER SYSTEM CAPACITY RIGHTS						
AGENCY	ANNUAL FIXED CAPACITY RIGHTS					
	1	2	3	4	5	6
	Average Flow, MGD	Incremental Peak Flow, MGD	RSPD, MGD	Total Allowable Flow, MGD	TSS, 1,000 lbs.	COD, 1,000 lbs.
Chula Vista (Old)	18.33	19.52	0	37.85	22,082	38,419
Chula Vista (New)	19.25	19.52	0	38.77	22,082	40,339

If the City of Chula Vista needed a 5% Increase in Contract Capacity, then Chula Vista's costs increase ~1%. All other agencies' costs would decrease proportionally.

AGENCY	OWNERSHIP					USE				TOTAL	
	Average Flow, MGD	Incremental Peak Flow, MGD	RSDP, MGD	TSS, 1,000 lbs.	COD, 1,000 lbs.	Metered Flow, MGD	RSDP, MGD	TSS, 1,000 lbs.	COD, 1,000 lbs.	TOTAL	% of Total
Chula Vista (Old)	\$2,910,602	\$1,330,563	\$0	\$2,040,479	\$527,941	\$11,035,399	\$0	\$7,560,599	\$2,941,160	\$28,346,743	11.1%
Chula Vista (New)	\$2,910,602	\$1,330,563	\$0	\$2,040,479	\$551,269	\$11,035,399	\$0	\$7,560,599	\$3,202,612	\$28,631,524	11.3%

AGENCY	OLD	NEW
Chula Vista	\$ 28,346,743	\$ 28,631,524
Coronado	\$ 2,351,663	\$ 2,349,193
Del Mar	\$ 20,447	\$ 20,447
East Otay Mesa	\$ 1,072,840	\$ 1,072,103
El Cajon	\$ 3,311,325	\$ 3,308,915
Imperial Beach	\$ 3,397,789	\$ 3,394,165
La Mesa	\$ 8,545,592	\$ 8,536,429
Lakeside/Alpine	\$ 305,946	\$ 305,720
Lemon Grove	\$ 3,041,920	\$ 3,038,467
National City	\$ 6,275,512	\$ 6,267,241
Otay	\$ 946,616	\$ 945,687
Padre Dam	\$ 750,193	\$ 749,916
Poway	\$ 4,347,435	\$ 4,343,173
Spring Valley	\$ 7,182,725	\$ 7,174,270
Wintergardens	\$ 135,844	\$ 135,764
SUBTOTAL	\$ 70,032,590	\$ 70,273,015
San Diego		
SD Wastewater	\$ 182,904,588	\$ 182,664,163
SD Water	\$ 1,457,146	\$ 1,457,146
SUBTOTAL	\$ 184,361,734	\$ 184,121,309
Regional Sludge	\$ -	\$ -
TOTAL	\$ 254,394,325	\$ 254,394,325




EXHIBIT F

METRO SYSTEM FLOW FORMULAS AND SAMPLING LOCATIONS

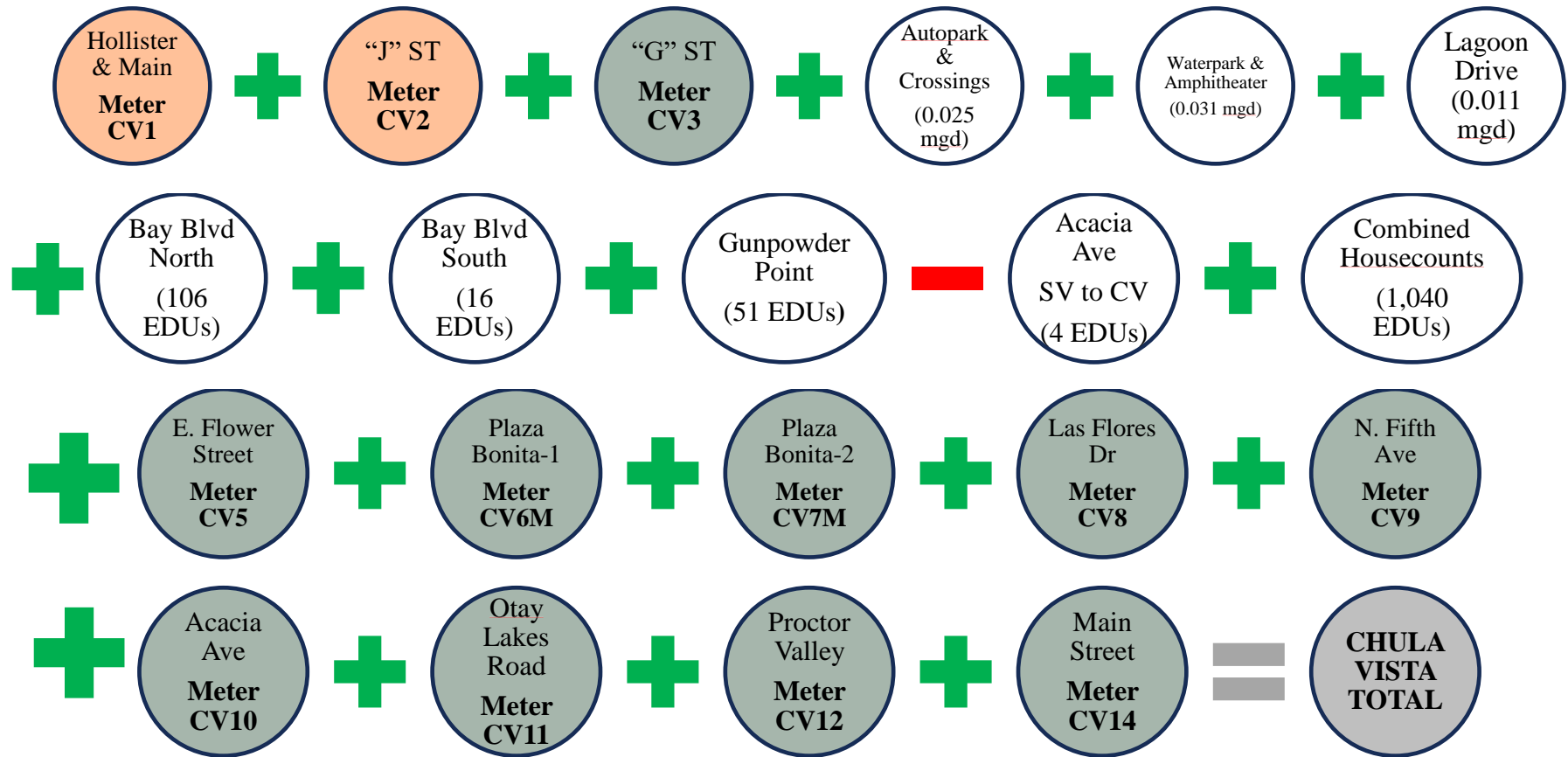
EXHIBIT F –
METRO SYSTEM FLOW FORMULAS AND
SAMPLING LOCATIONS

JULY 2025

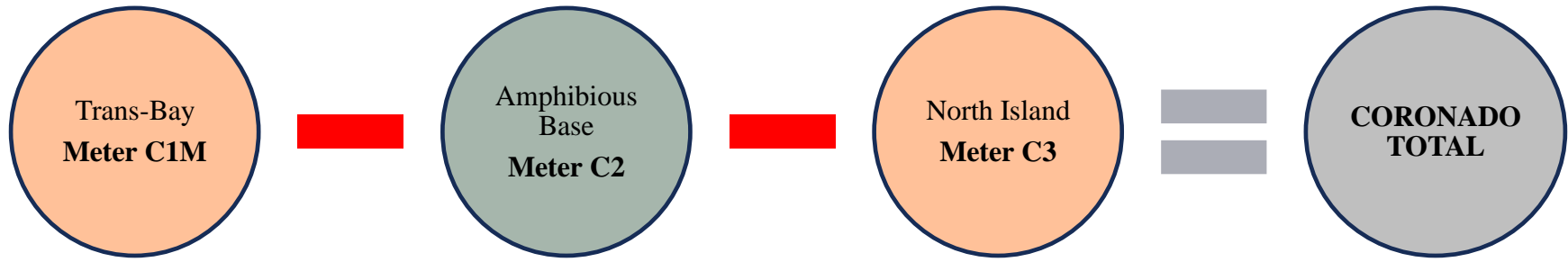
LEGEND

-  Billing and Sampling Meters
-  Billing Meters
-  Municipal Meter

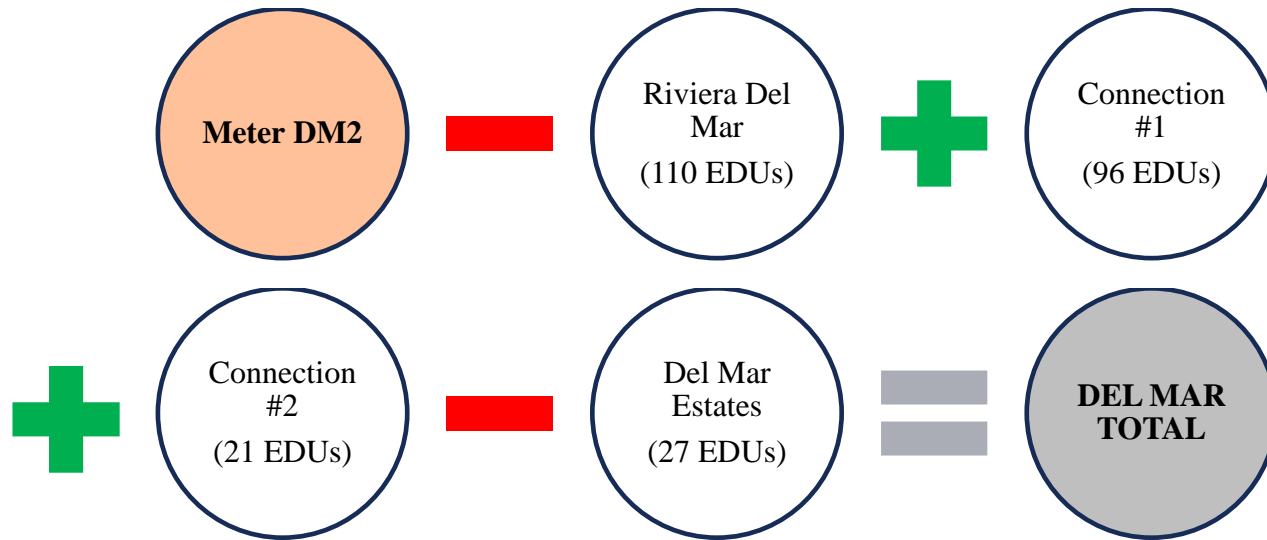
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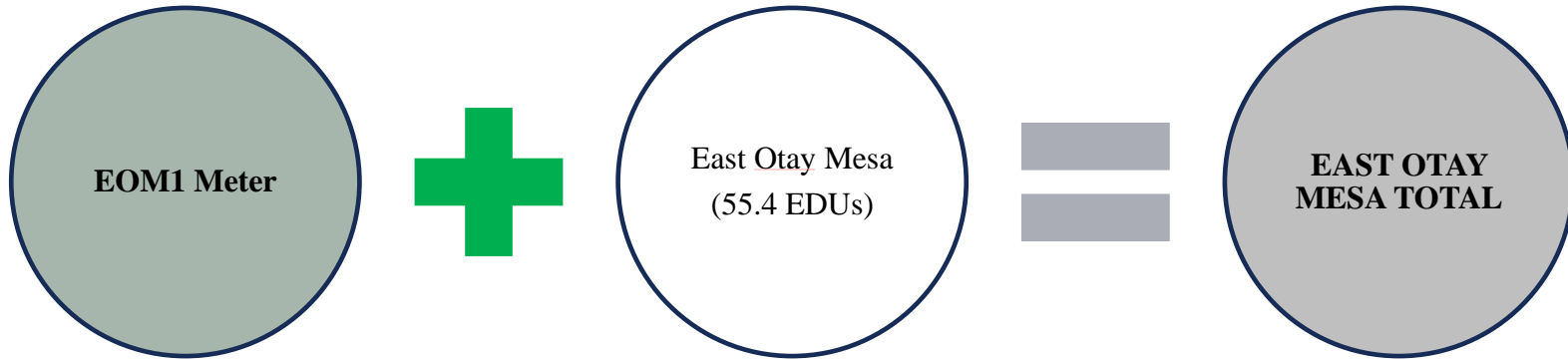
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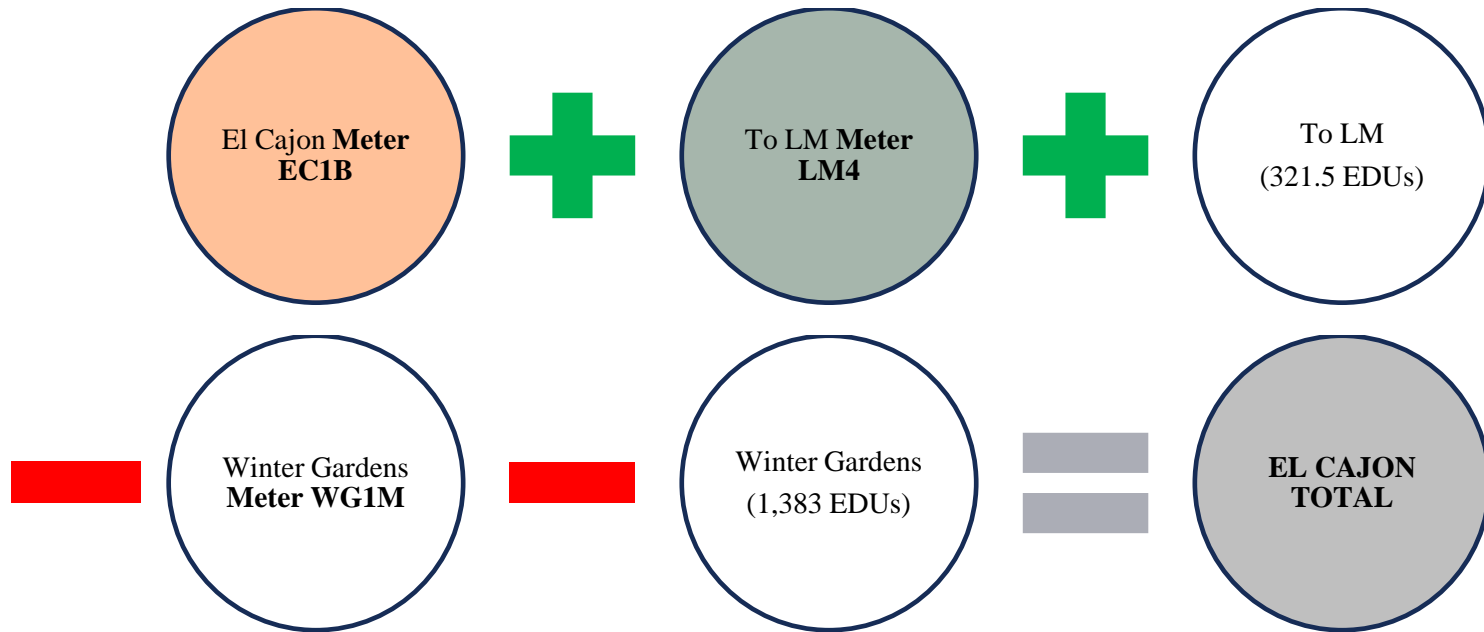
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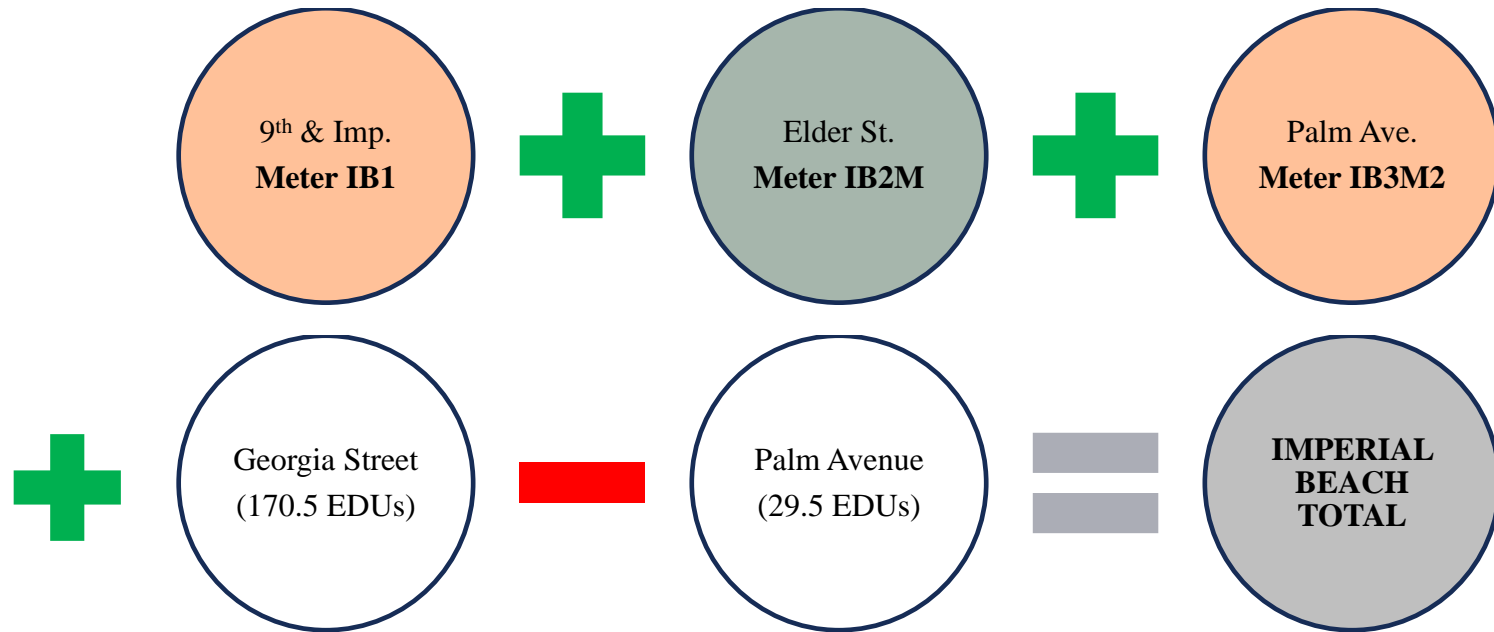
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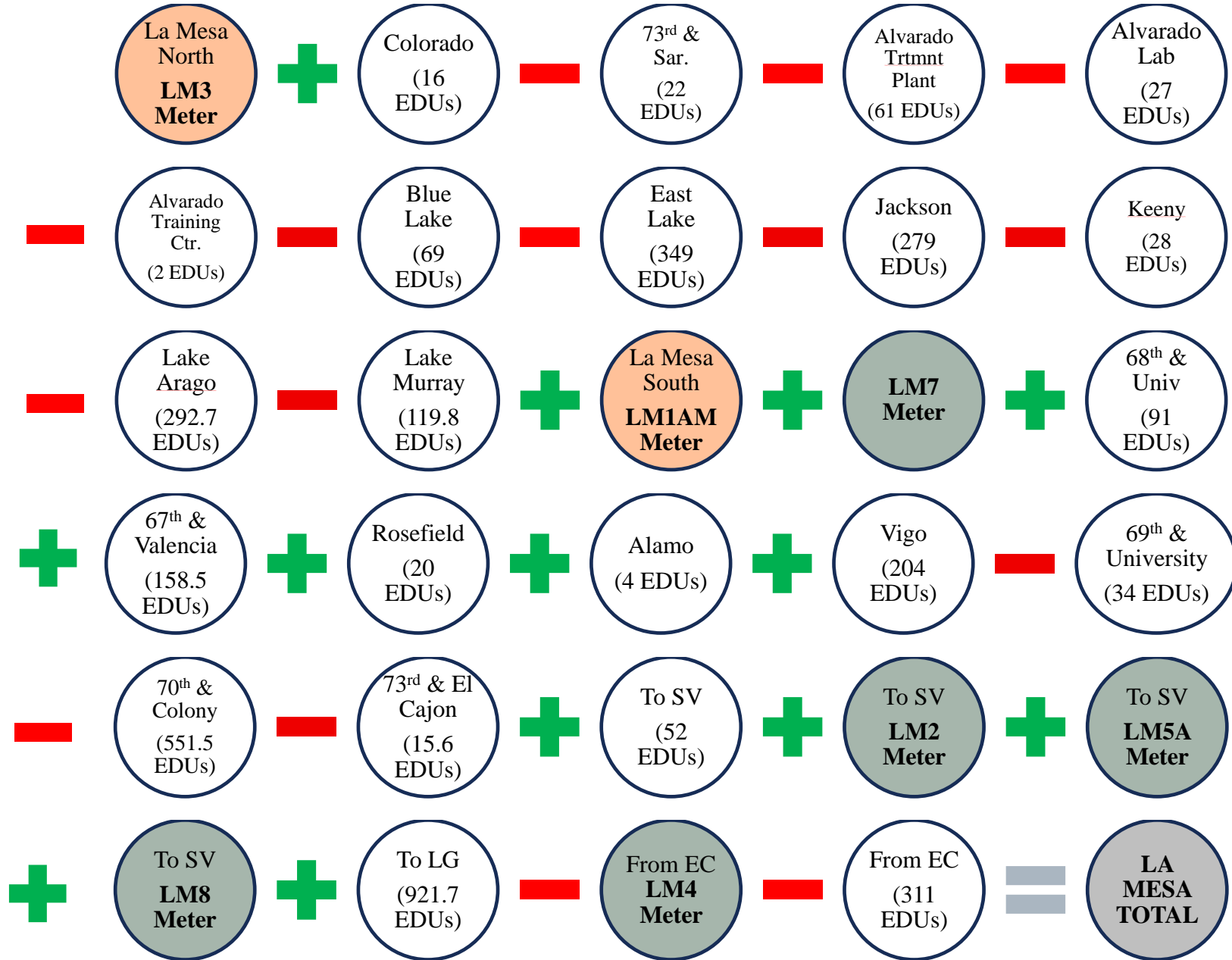
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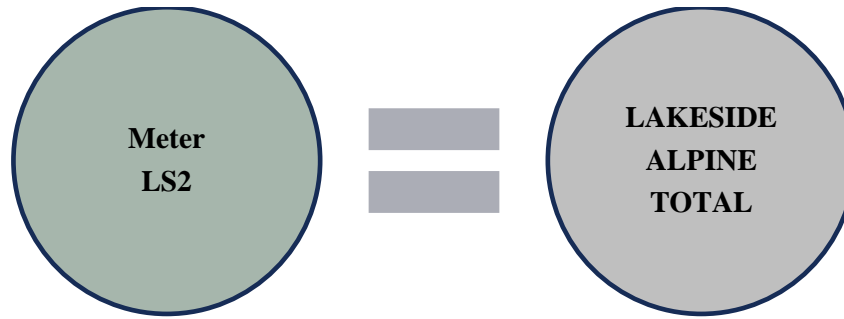
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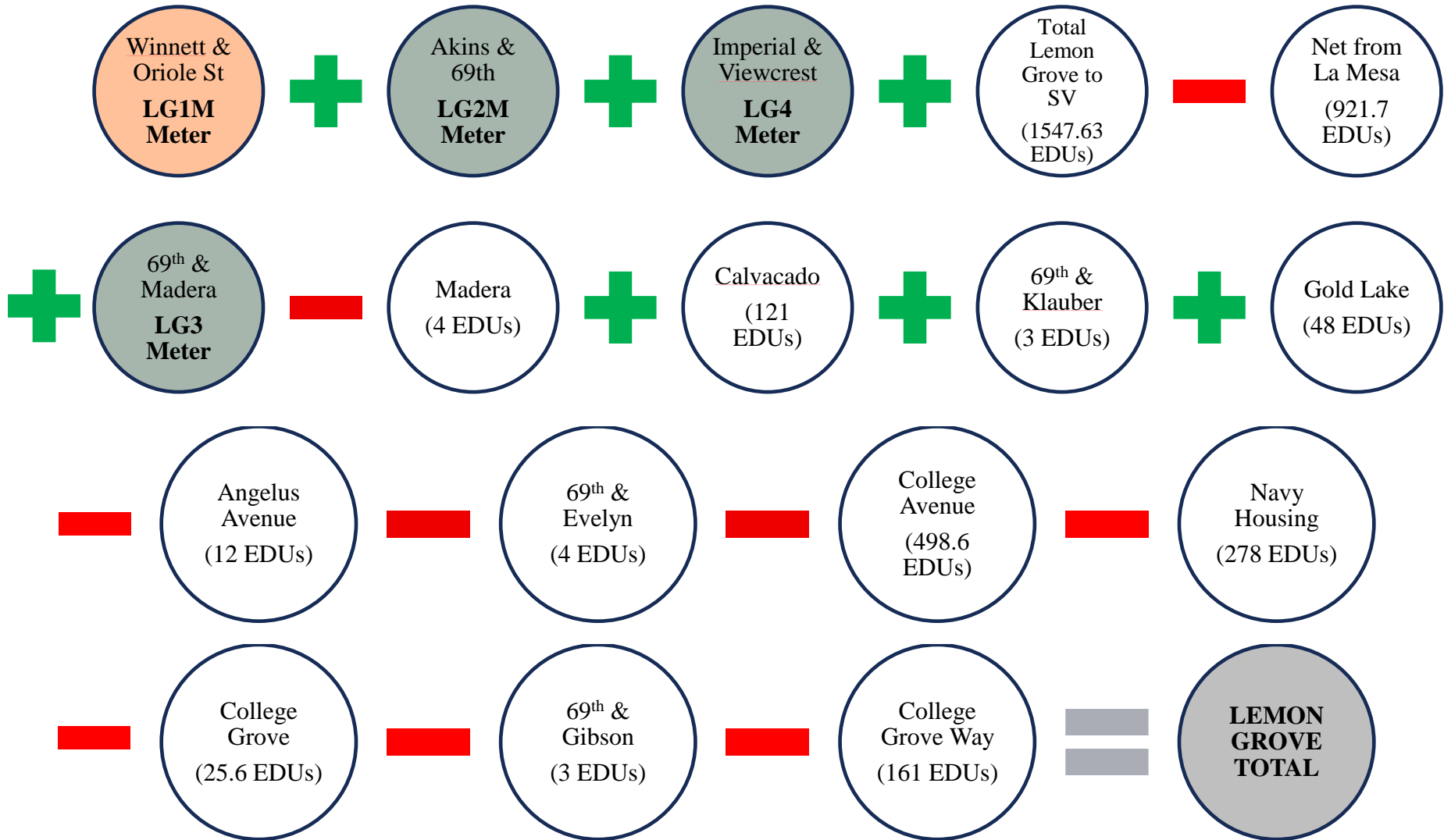
LA MESA



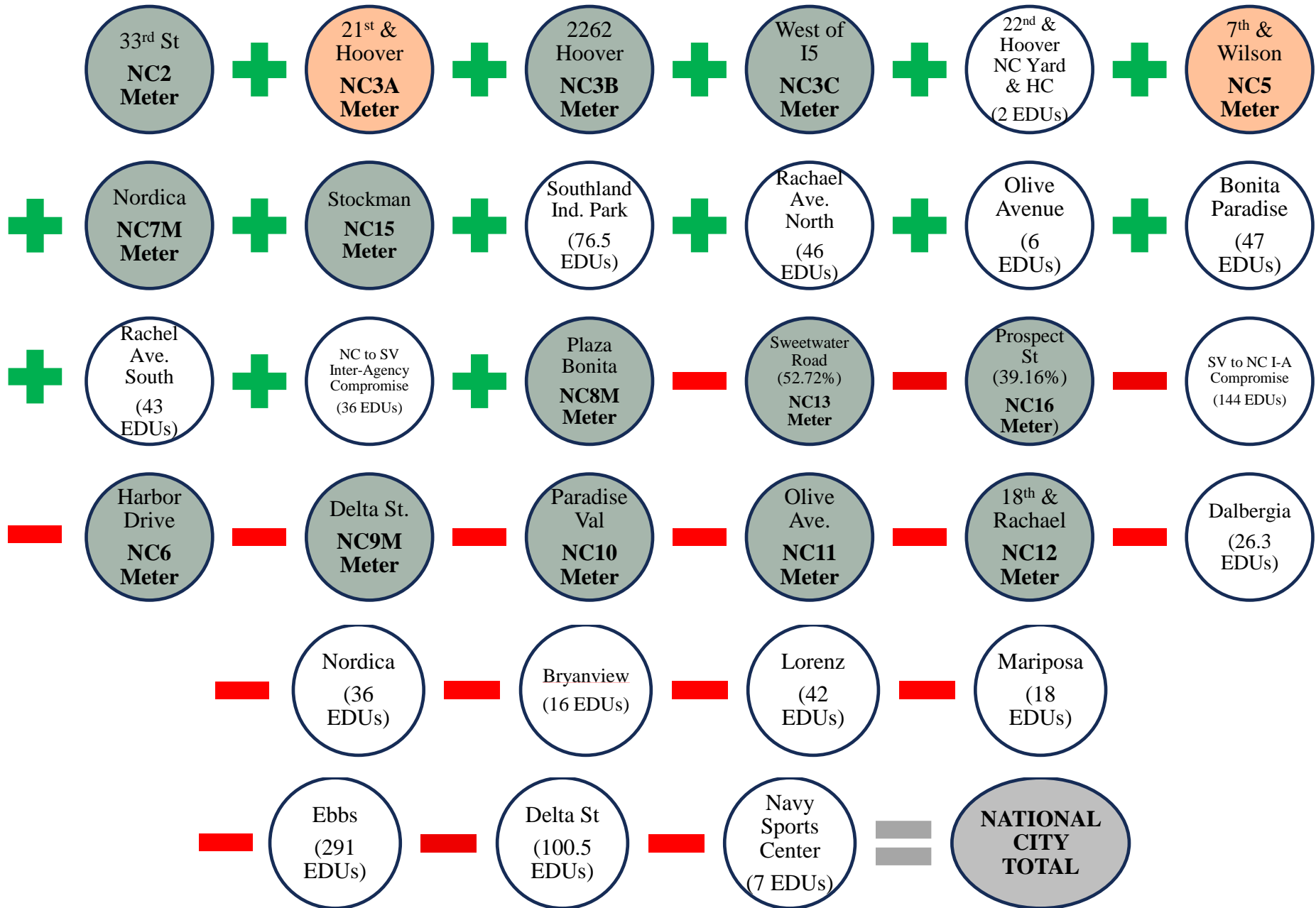
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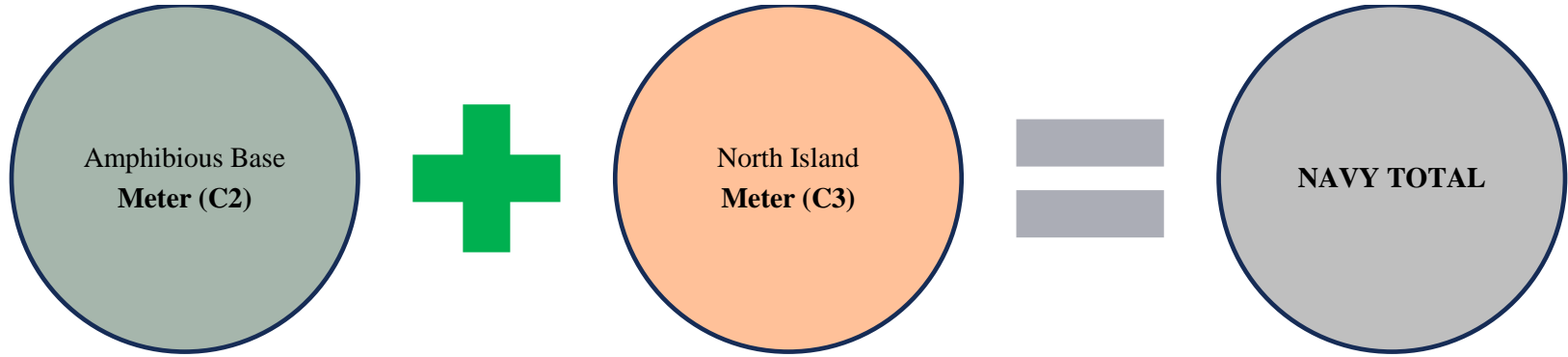
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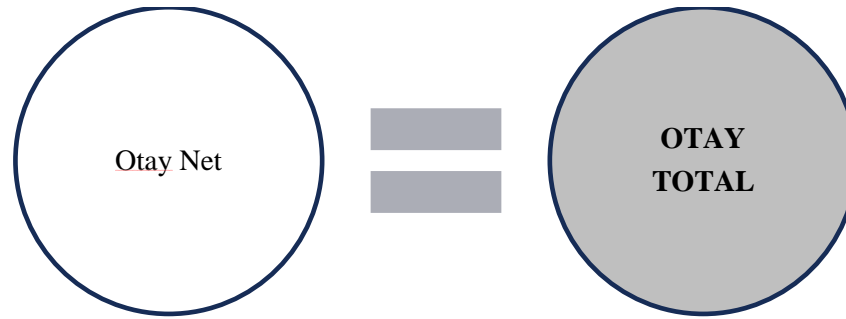
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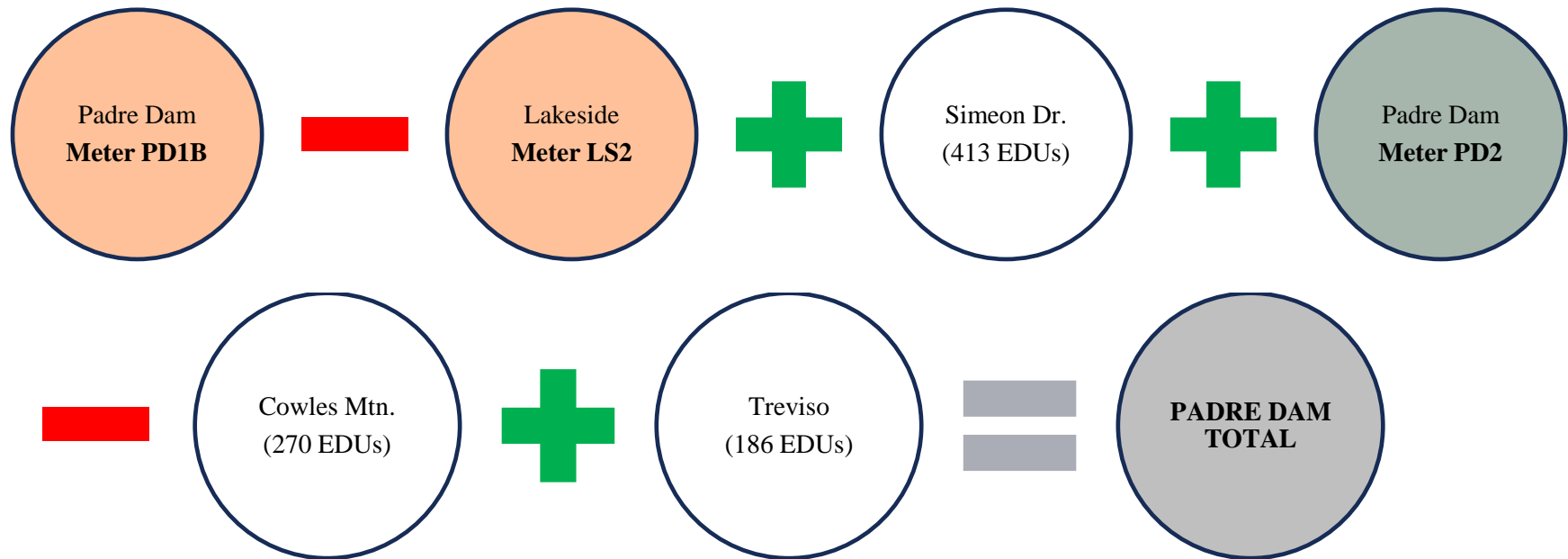
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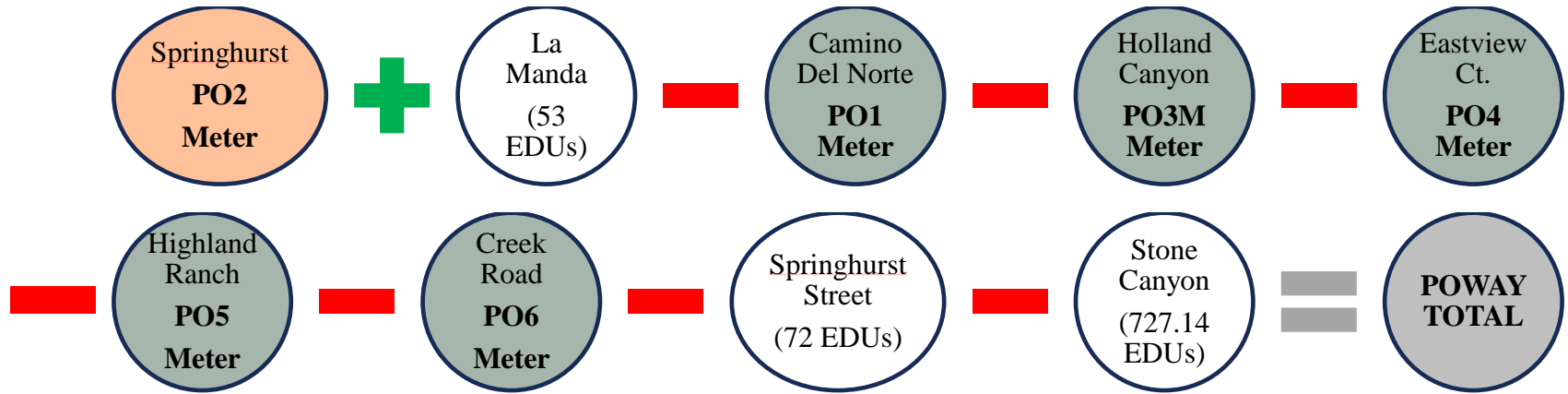
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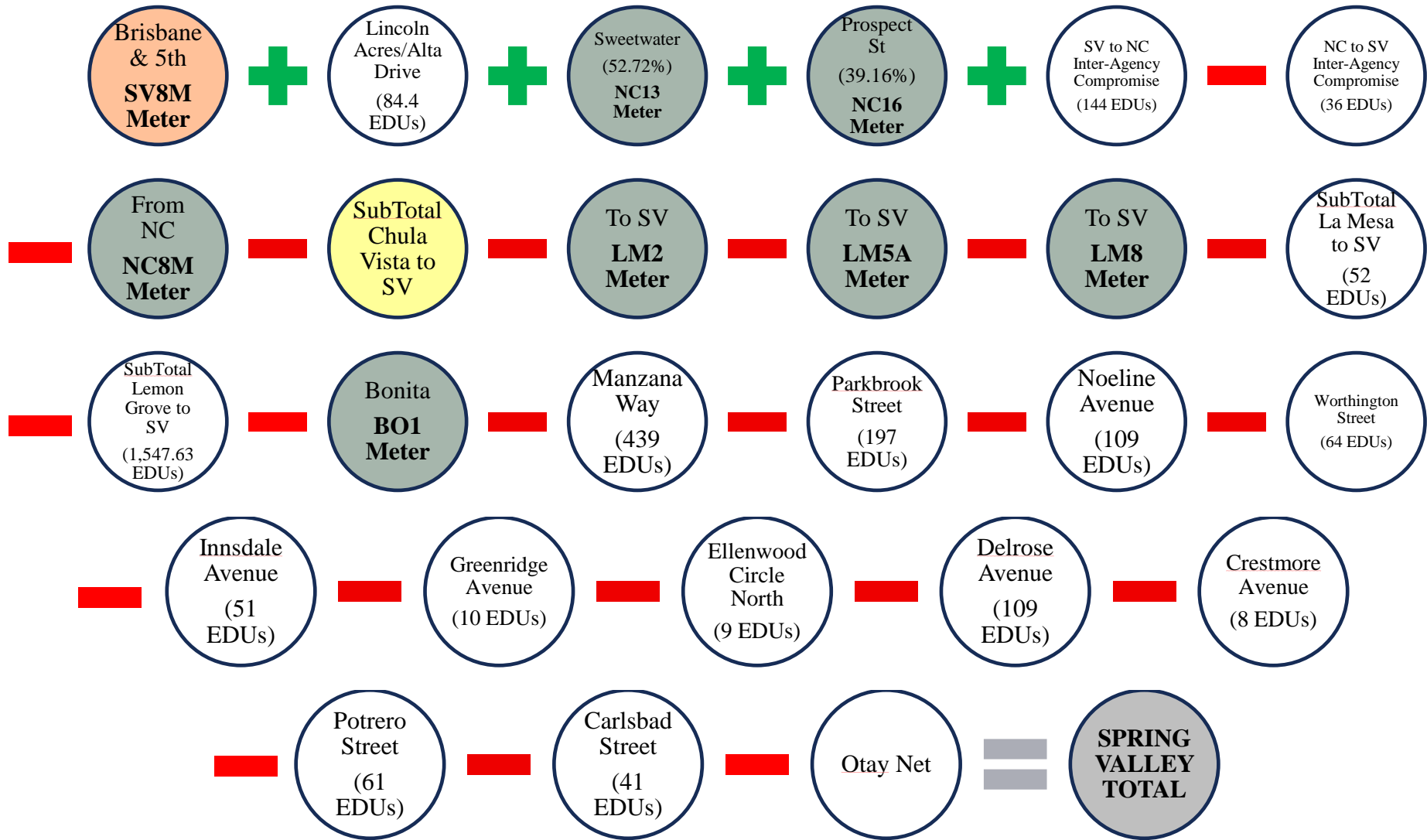
PADRE DAM



POWAY

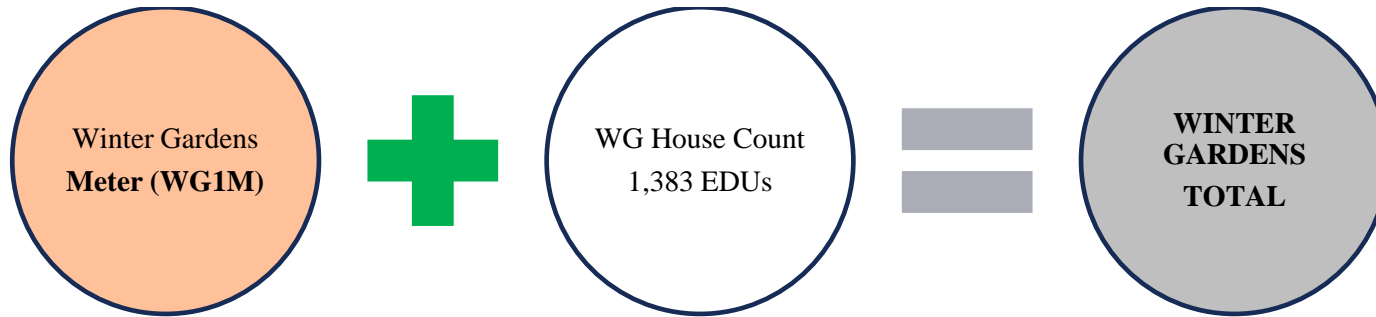


SPRING VALLEY

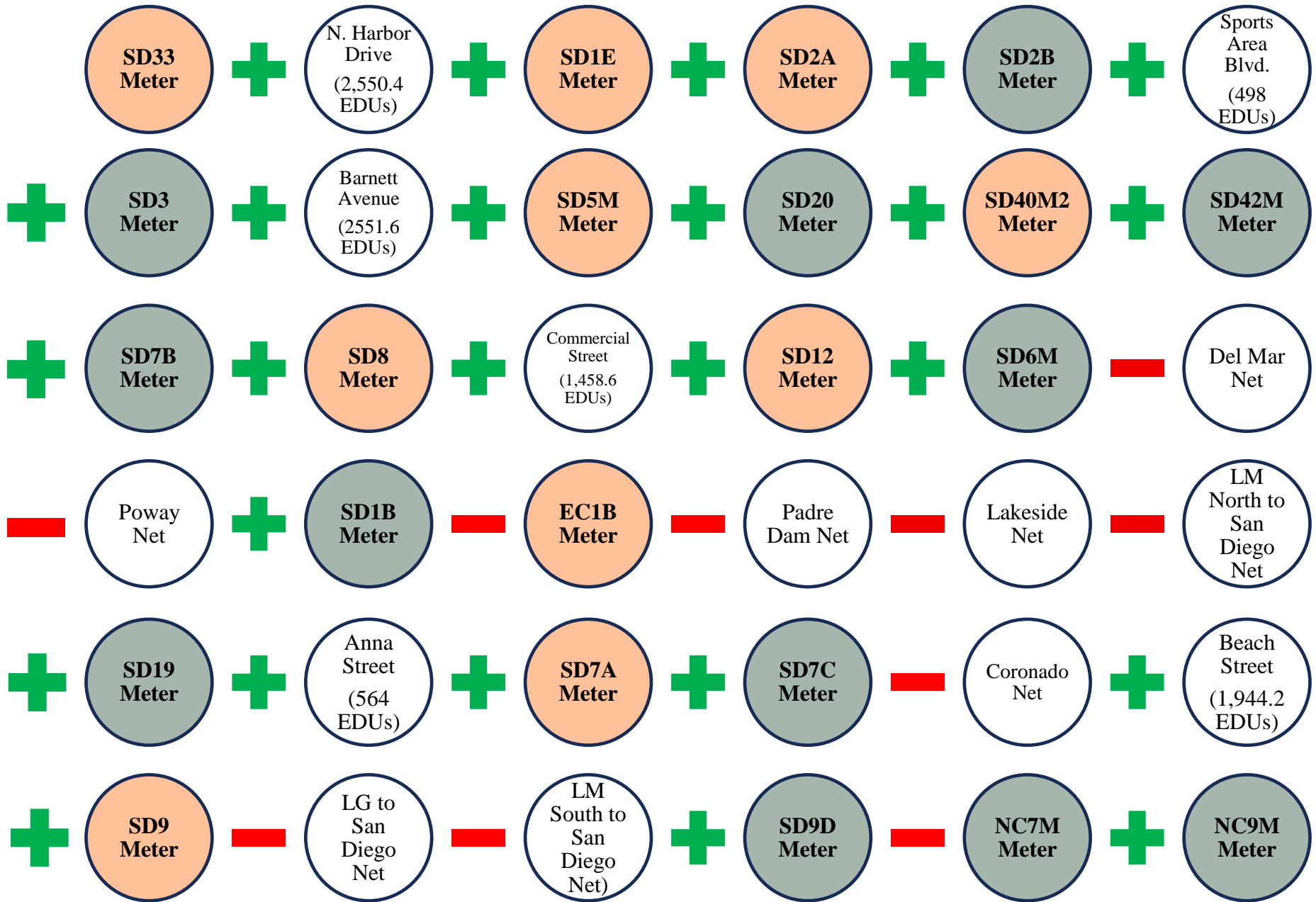


SubTotal Chula Vista to SV = Combined Housecounts – Acacia Ave + CV5 + CV6 + CV7M + CV8 + CV9 + CV10 + CV11 + CV12 + CV14

WINTER GARDENS



CITY OF SAN DIEGO



CITY OF SAN DIEGO (Continued)

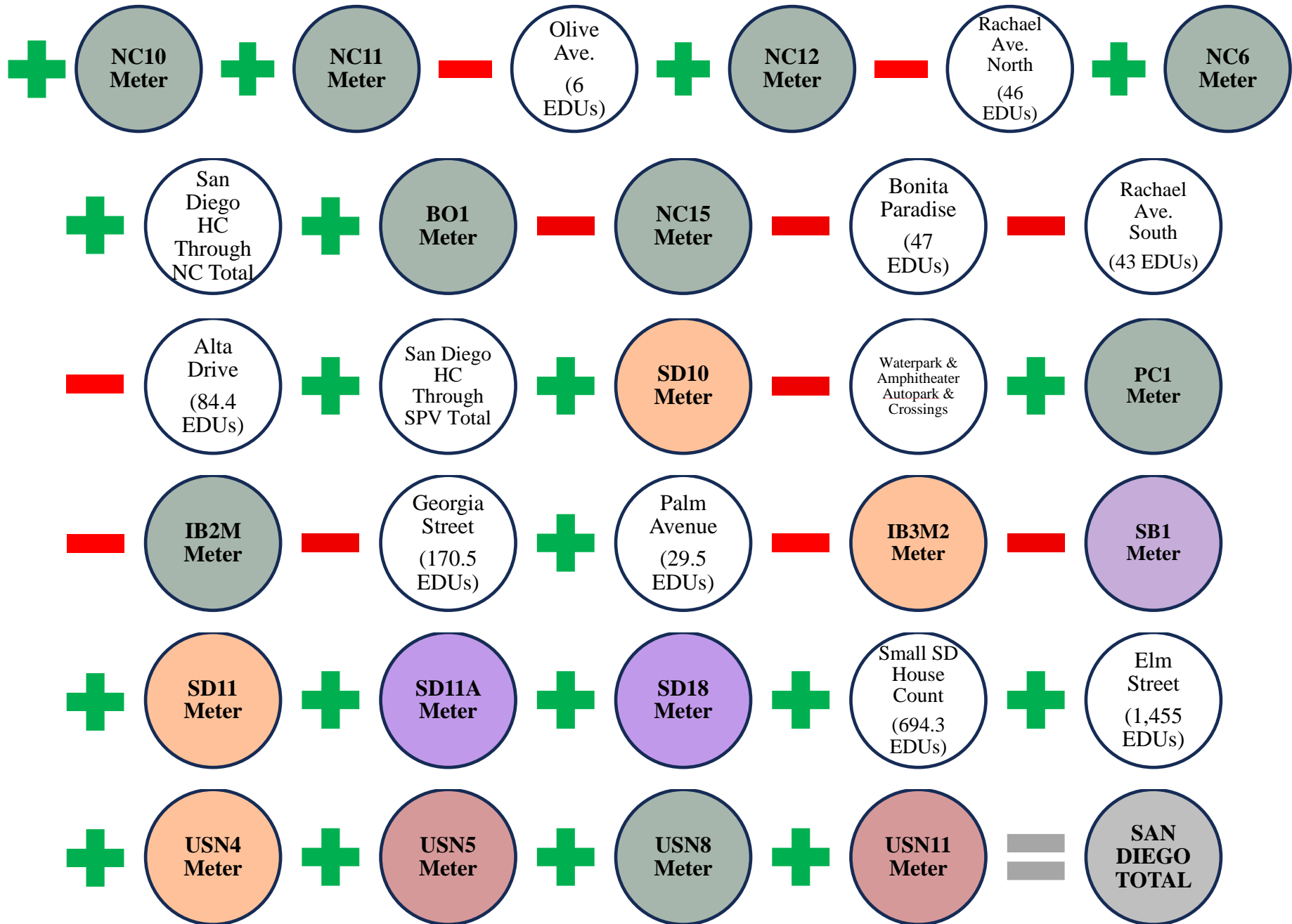


EXHIBIT G
SAMPLE OF INTEREST CALCULATION

Exhibit G - Sample of the Interest Calculation (Section 6.6)

Purpose: To document assumptions used to account for the time value of money for shared Pure Water costs (**Allocated Shared Costs**) that were agreed to be reconciled at a later date based on final Phase 1 project costs. This is discussed in Section 6.6: Reallocation of PWP Costs incurred since FY2014 and cited in Section 6.6.1.3. See the example " Calculator Spreadsheet" below and accompanying footnotes.

	C	D	E	F	G	H	I	J	K	L	M
	50/ 50 Expenses from That Year	Original Metro Split %	Original Water Split %	Original Metro Share	Original Water Share	Metro Post Allocation Share	Amounts Subject to Interest (50% Cost - Metro Share%)	Running Metro Balance Subject to Interest (New Activity + Prior Year Balance + Prior Interest Earning)	Yearly Interest Earnings (Compounded Monthly)	Estimated PA share (Average share of Interest Earnings)	Annual Interest Rate (San Diego City Treasurers)
FY 2014	\$630,109	50%	50%	\$315,055	\$315,055	\$283,549	\$31,505	\$31,505.46	\$138.27	\$41.48	0.438%
FY 2015	\$2,476,617	50%	50%	\$1,238,309	\$1,238,309	\$1,114,478	\$123,831	\$155,474.59	\$871.33	\$261.40	0.559%
FY 2016	\$4,503,182	50%	50%	\$2,251,591	\$2,251,591	\$2,026,432	\$225,159	\$381,505.03	\$2,971.03	\$891.31	0.776%
FY 2017	\$7,398,893	50%	50%	\$3,699,447	\$3,699,447	\$3,329,502	\$369,945	\$754,420.72	\$8,150.10	\$2,445.03	1.075%
FY 2018	\$6,194,711	50%	50%	\$3,097,355	\$3,097,355	\$2,787,620	\$309,736	\$1,072,306.36	\$14,783.19	\$4,434.96	1.370%
FY 2019	\$7,844,738	50%	50%	\$3,922,369	\$3,922,369	\$3,530,132	\$392,237	\$1,479,326.46	\$31,230.90	\$9,369.27	2.091%
FY 2020	\$8,018,735	50%	50%	\$4,009,367	\$4,009,367	\$3,608,431	\$400,937	\$1,911,494.09	\$43,708.61	\$13,112.58	2.263%
FY 2021		50%	50%	\$0	\$0	\$0	\$0	\$1,955,202.70	\$29,649.45	\$8,894.84	1.506%
FY 2022		50%	50%					\$1,984,852.16	\$16,257.11	\$4,877.13	0.816%
FY 2023		32%	68%					\$2,001,109.26	\$35,993.15	\$10,797.94	1.784%
FY 2024		32%	68%					\$2,037,102.41	\$59,323.71	\$17,797.11	2.874%
FY 2025		32%	68%								TBD
FY 2026		32%	68%								TBD
FY 2027		32%	68%								TBD
Totals	\$37,066,985			\$18,533,493	\$18,533,493	\$16,680,143	\$1,853,349	\$13,764,299	\$243,077	\$72,923	N/A
Pending Final Audits:											
	Estimated Final Metro % of Pure Water Costs (Draft)			45%							
	Estimated JPA % Share of Metro Expenses (Draft)			30%							

Exhibit G - Sample of the Interest Calculation (Section 6.6) (Continued)

Procedures and Assumptions:

The City proposes the following procedures be used to allocate these costs. These costs will be allocated 1 year after substantial completion of Pure Water Phase 1, as part of the annual Audit of Metro costs (Projected to be annual audit of metro activity for Fiscal Year 2026). The City will prepare a yearly update to the calculator as part of the preparation for the yearly metro audit.

Column Description:

Cost Included (Column C)	This column represents cost subject to this calculator. This includes Purchase Orders (and their associated expenditures) that have been split 50%/50% (50/50 POs) from 2014 to 2022 and have been included as part of each yearly audit of Metro JPA Pure Water costs. This sheet is prepared by the City and reviewed by the JPA's consultants on a yearly basis to determine samples for the Pure Water O&M costs. After awarding of all Pure Water construction contracts, new costs will use an updated percentage based on actual awarded construction contracts. This date will be called out on the purchase order sheet and a new line on the calculator will be added to track the change in percent allocation. Open purchase orders using the 50/50 split will be separated on the calculator sheet until they are fully spent, closed or amended to the new split.
Original Splits % (Column D & E)	These columns split the total costs of the 50/50 POs based on their original share between the water and Metro funds. This establishes each funds initial share of the costs
Original Share (Column F & G)	These columns split the total costs in Column C by the percentages in Columns D and E.
Metro Post Allocation Share(Column H)	This column uses Metro funds final share of Phase 1 costs, as a percentage of total project costs, and applies it to costs included in Column C. This represents the actual share of costs based on the final allocation costs.
Amounts Subject to Interest (Column I)	This column takes the difference between the initial splits for Metro (Column F) and the Metro post allocation share (Column H). These are the new expenditures from that fiscal year subject to the interest calculation.
Running Metro Balance Subject to Interest (Column J)	This column takes any prior year balance in Column J, the prior year accrued interest in Column K and adds the new expenditures from Column I. This is the total balanced used to calculate each year's interest owed.
Yearly Interest Earnings (Column K)	This column takes the annual interest earnings shown in Column M and assumed monthly compounding of Metro balance in Column J. Compounding period is consistent with the City's monthly interest earnings paid on City funds.
Estimated PA share (Column L)	This column estimates the portion of interest earnings that is expected to be credited to the Participating Agencies. Individual Agencies will be credited during the audit following one year after the substantial completion of Pure Water Phase 1. Agencies will be credited at weighted average of costs from 2014 to one year after substantial completion of Phase 1, based on the PA's individual annual percent share of Metro costs.
Annual Interest Rate (Column M)	This column shows the annual percent returns on funds invested by the City Treasurer. This is based on the Treasurers annual return on investments as invested under the City's investment policy. This is the rate used to calculate yearly interest owed.

Notes This calculator was designed to account for the time value of money related to (50/50 POs). If additional Phase 1 item (CIP expenses, Revenue, etc.) need to account for the time value of money, the assumptions used in Columns I-K will remaining consistent in those calculations. Columns C through H and the associated percentages used will be adapted to fit the types of costs being allocated.

EXHIBIT H

**SUMMARY OF BILLINGS FROM COUNTY WATER AUTHORITY SHOWING COSTS
FOR UNTREATED WATER**

Sample Bill from the County Water Authority for all city of San Diego Water purchases for the month of December 2024 to provide clarity for any sewer only providers. Additional documentation will be provided at a later date walking from this bill to the purified water calculation



A Public Agency
 4677 Overland Avenue, San Diego, California, 92123-1233
 (858) 522-6673 FAX (858) 522-6561

Billed to:

San Diego, City of



December 2024

Invoice Summary

Mailed: 1/10/2025	Due Date: 2/14/2025
Invoice Number: 1224-15	Page 1 of 8

Service Address:

2797 Caminito Chollas
 San Diego, CA 92105-

Net Deliveries	Current Month Volume (AF)	Adjustment Volume (AF)	CYTD Volume (AF)
Tier 1 Total Treated Water Delivered	2,081.1		17,964.3
Tier 1 Total Untreated Water Delivered	7,970.5		96,706.3
Tier 1 Usage	10,051.6		114,670.6

Supply Charges	Volume (AF)	Rate (\$/AF)	Total (\$)	CYTD Volume (AF)
CWA Forced Delivery - Untreated	231.3	\$ 1,200.00	\$ 277,560.00	46,134.1
CWA Regular Meter Delivery - Treated	2,069.2	\$ 1,600.00	\$ 3,310,720.00	17,627.4
CWA Regular Meter Delivery - Untreated	12,973.7	\$ 1,200.00	\$ 15,568,440.00	129,500.4
Subtotal	15,274.2		\$ 19,156,720.00	193,261.9

Water Exchanges	Volume (AF)	Rate(\$/AF)	Total (\$)	CYTD Volume (AF)
CWA Total To Other Agencies Untreated Water	(5,285.0)	\$ 1,200.00	(\$ 6,342,000.00)	(79,483.9)
CWA Total From Other Agencies Treated Water	11.9	\$ 1,600.00	\$ 19,040.00	336.9
CWA Total From Other Agencies Untreated Water	50.5	\$ 1,200.00	\$ 60,600.00	473.1
Subtotal	(5,222.6)		(\$ 6,262,360.00)	(78,673.9)

Subtotal	10,051.6	\$ 1,899,752.40
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Fixed Charges	Total (\$)
CWA Customer Service Charge	\$ 933,611.00
CWA Emergency Storage Charge	\$ 2,197,725.00
CWA Infrastructure Access Charge	\$ 1,760,089.00
CWA Supply Reliability Charge	\$ 1,504,825.00



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Billed to:

December 2024

Variable Charges	Volume (AF)	Rate(\$/AF)	Total (\$)
Invoice Summary			
Transportation Charge - Meter Delivery	15,274.2	\$ 189.00	\$ 2,886,823.80
Transportation Charge - Water Exchange	(5,222.6)	\$ 189.00	(\$ 987,071.40)
Variable Charges	Volume (AF)	Rate(\$/AF)	Total (\$)
Transportation Charge - Meter Delivery	15,274.2	\$ 189.00	\$ 2,886,823.80
Transportation Charge - Water Exchange	(5,222.6)	\$ 189.00	(\$ 987,071.40)

San Diego, City of



Mailed: 1/10/2025

Due Date: 2/14/2025

Invoice Number: 1224-15

Page 2 of 8

Service Address:

2797 Caminito Chollas
 San Diego, CA 92105-

Fixed Charges	Total (\$)
MWD Capacity Reservation Charge	\$ 287,980.00
MWD Readiness-to-Serve Charge	\$ 406,779.00
Subtotal	\$ 7,091,009.00

Current Balance	\$ 21,885,121.40
Previous Balance	\$ 17,919,593.50
Total Due And Payable	\$ 39,804,714.90

REMIT TO:

SAN DIEGO COUNTY WATER AUTHORITY
 4677 Overland Avenue
 San Diego, CA 92123-1233

Payment is due on the last business day of the month and shall be delinquent if not received in investable funds by 2 p.m. of the tenth business day of the following month.

Delinquency charges are 1% of the total amount if paid within five business days of the delinquency, 2% thereafter. Reference San Diego County Water Authority Ordinance No. 2007-03 Revenue Collection Policy for a complete explanation of billing and payment for water deliveries.



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(858) 522-6673 FAX (858) 522-6561

Billed to:

San Diego, City of



December 2024

Invoice Detail

Mailed: 1/10/2025	Due Date: 2/14/2025
Invoice Number: 1224-15	Page 3 of 8

Service Address:

2797 Caminito Chollas
 San Diego, CA 92105-

Supply Charges

CWA

Forced Delivery - Untreated

Meter No	Begin Read	End Read	1000 CU. FT.	AC. FT.	Rate(\$/AF)	Dollars(\$)
Over Weir,WEIR	248,532	248,761	228	5.2	\$ 1,200.00	\$ 6,240.00
San Diego,02	2,012,753	2,022,602	9,849	226.1	\$ 1,200.00	\$ 271,320.00
Untreated Water Subtotal				231.3		\$ 277,560.00

Regular Meter Delivery - Treated

Meter No	Begin Read	End Read	1000 CU. FT.	AC. FT.	Rate(\$/AF)	Dollars(\$)
San Diego, 27	197,491	210,099	12,609	289.5	\$ 1,600.00	\$ 463,200.00
San Diego, 30	3,079	3,080	2	0.0	\$ 1,600.00	\$ 0.00
San Diego,10	3,300,807	3,316,240	15,433	354.3	\$ 1,600.00	\$ 566,880.00
San Diego,11	11,413,060	11,461,025	47,966	1,101.1	\$ 1,600.00	\$ 1,761,760.00
San Diego,14	5,034,606	5,046,789	12,183	279.7	\$ 1,600.00	\$ 447,520.00
San Diego,15	3,837,922	3,839,738	1,816	41.7	\$ 1,600.00	\$ 66,720.00
SD 18/21 Bypass, 18/21 B/P	7,490	7,616	127	2.9	\$ 1,600.00	\$ 4,640.00
Treated Water Subtotal				2,069.2		\$ 3,310,720.00

Regular Meter Delivery - Untreated

Meter No	Begin Read	End Read	1000 CU. FT.	AC. FT.	Rate(\$/AF)	Dollars(\$)
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Billed to:

San Diego, City of



December 2024

Invoice Detail

Mailed: 1/10/2025	Due Date: 2/14/2025
Invoice Number: 1224-15	Page 4 of 8

Service Address:

2797 Caminito Chollas
 San Diego, CA 92105-

Supply Charges

CWA						
Leakage (SD-1),01	0	31	540	12.4	\$ 1,200.00	\$ 14,880.00
San Diego, 28	7,377,561	7,443,701	66,141	1,518.4	\$ 1,200.00	\$ 1,822,080.00
San Diego, DCFSV66	1,434,378	1,651,079	216,701	4,974.8	\$ 1,200.00	\$ 5,969,760.00
San Diego,05A	9,627,449	9,733,405	105,956	2,432.4	\$ 1,200.00	\$ 2,918,880.00
San Diego,05B	8,808,476	8,932,713	124,237	2,852.1	\$ 1,200.00	\$ 3,422,520.00
San Diego,05C	1,405,570	1,428,831	23,261	534.0	\$ 1,200.00	\$ 640,800.00
San Diego,06A	2,967,595	2,969,351	1,756	40.3	\$ 1,200.00	\$ 48,360.00
San Diego,06B WEIR	1,591,412	1,591,432	20	0.5	\$ 1,200.00	\$ 600.00
San Diego,20	11,002,113	11,028,633	26,520	608.8	\$ 1,200.00	\$ 730,560.00
Untreated Water Subtotal				12,973.7		\$ 15,568,440.00

Supply Charges Subtotal	15,274.2	\$ 19,156,720.00
Supply Charges Total	15,274.2	\$ 19,156,720.00

Water Exchanges

CWA					
To Other Agencies Untreated Water					
Exchange Location	To Agency	AC. FT.	Rate(\$/AF)	Dollars(\$)	Comments
DCFSV66	San Diego County Water Authority	(4,974.8)	\$ 1,200.00	(\$ 5,969,760.00)	credit for no purchase
Del Mar (NA)	Del Mar, City of	(78.9)	\$ 1,200.00	(\$ 94,680.00)	
San Vicente Acct	San Diego County Water Authority	(231.3)	\$ 1,200.00	(\$ 277,560.00)	
To Other Agencies Untreated Water Subtotal		(5,285.0)		(\$ 6,342,000.00)	



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San Diego, City of



December 2024

Invoice Detail

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Service Address:

2797 Caminito Chollas
 San Diego, CA 92105-

Water Exchanges

CWA

From Other Agencies Treated Water

Exchange Location	From Agency	AC. FT.	Rate(\$/AF)	Dollars(\$)	Comments
El Camino Real	Santa Fe I.D.	1.0	\$ 1,600.00	\$ 1,600.00	
Highland Ct.	Santa Fe I.D.	0.2	\$ 1,600.00	\$ 320.00	
Otay TP	Otay W.D.	10.7	\$ 1,600.00	\$ 17,120.00	
From Other Agencies Treated Water Subtotal		11.9		\$ 19,040.00	

From Other Agencies Untreated Water

Exchange Location	From Agency	AC. FT.	Rate(\$/AF)	Dollars(\$)	Comments
Fletcher Well	Helix W.D.	50.5	\$ 1,200.00	\$ 60,600.00	
From Other Agencies Untreated Water Subtotal		50.5		\$ 60,600.00	

Water Exchanges Subtotal	(5,222.6)	(\$ 6,262,360.00)
Water Exchanges Total	(5,222.6)	(\$ 6,262,360.00)

Variable Charges

Transportation Charge - Meter Delivery

Meter No./Location	AC. FT.	Rate(\$/AF)	Dollars(\$)	Comments
Leakage (SD-1),01	12.4	\$ 189.00	\$ 2,343.60	
Over Weir,WEIR	5.2	\$ 189.00	\$ 982.80	
San Diego, 27	289.5	\$ 189.00	\$ 54,715.50	
San Diego, 28	1,518.4	\$ 189.00	\$ 286,977.60	
San Diego, 30	0.0	\$ 189.00	\$ 0.00	
San Diego, DCFSV66	4,974.8	\$ 189.00	\$ 940,237.20	



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Billed to:

San Diego, City of



December 2024

Invoice Detail

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Service Address:

2797 Caminito Chollas
 San Diego, CA 92105-

Variable Charges

San Diego,02	226.1	\$ 189.00	\$ 42,732.90
San Diego,05A	2,432.4	\$ 189.00	\$ 459,723.60
San Diego,05B	2,852.1	\$ 189.00	\$ 539,046.90
San Diego,05C	534.0	\$ 189.00	\$ 100,926.00
San Diego,06A	40.3	\$ 189.00	\$ 7,616.70
San Diego,06B WEIR	0.5	\$ 189.00	\$ 94.50
San Diego,10	354.3	\$ 189.00	\$ 66,962.70
San Diego,11	1,101.1	\$ 189.00	\$ 208,107.90
San Diego,14	279.7	\$ 189.00	\$ 52,863.30
San Diego,15	41.7	\$ 189.00	\$ 7,881.30
San Diego,20	608.8	\$ 189.00	\$ 115,063.20
SD 18/21 Bypass, 18/21 B/P	2.9	\$ 189.00	\$ 548.10
Transportation Charge - Meter Delivery Subtotal	15,274.2		\$ 2,886,823.80

Transportation Charge - Water Exchange

Meter No./Location	AC. FT.	Rate(\$/AF)	Dollars(\$)	Comments
DCFSV66	(4,974.8)	\$ 189.00	(\$ 940,237.20)	credit for no purchase
Del Mar (NA)	(78.9)	\$ 189.00	(\$ 14,912.10)	
El Camino Real	1.0	\$ 189.00	\$ 189.00	
Fletcher Well	50.5	\$ 189.00	\$ 9,544.50	
Highland Ct.	0.2	\$ 189.00	\$ 37.80	
Otay TP	10.7	\$ 189.00	\$ 2,022.30	
San Vicente Acct	(231.3)	\$ 189.00	(\$ 43,715.70)	
Transportation Charge - Water Exchange Subtotal	(5,222.6)		(\$ 987,071.40)	



A Public Agency
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(858) 522-6673 FAX (858) 522-6561

Billed to:

San Diego, City of



December 2024

Invoice Detail

Mailed: 1/10/2025	Due Date: 2/14/2025
Invoice Number: 1224-15	Page 7 of 8

Service Address:

2797 Caminito Chollas
 San Diego, CA 92105-

Variable Charges Subtotal	10,051.6	\$ 1,899,752.40
Variable Charges Total	10,051.6	\$ 1,899,752.40

Fixed Charges

CWA

Customer Service Charge	Annual (\$)	Monthly (\$)
Annual Customer Service Charge for Calendar Year 2024	\$ 11,203,332.00	
Customer Service Charge December		\$ 933,611.00
Emergency Storage Charge	Annual (\$)	Monthly (\$)
Annual Emergency Storage Charge for Calendar Year 2024	\$ 26,372,700.00	
Emergency Storage Charge December		\$ 2,197,725.00
Infrastructure Access Charge	Annual (\$)	Monthly (\$)
Annual Infrastructure Access Charge for Calendar Year 2024	\$ 21,121,068.00	
Infrastructure Access Charge December		\$ 1,760,089.00
Supply Reliability Charge	Annual (\$)	Monthly (\$)
Annual Supply Reliability Charge for Calendar Year 2024	\$ 18,057,900.00	
Supply Reliability Charge December		\$ 1,504,825.00

MWD

Capacity Reservation Charge	Annual (\$)	Monthly (\$)
Annual Capacity Reservation Charge for Calendar Year 2024	\$ 3,455,760.00	
Capacity Reservation Charge December		\$ 287,980.00
Readiness-to-Serve Charge	Annual (\$)	Monthly (\$)
Annual Readiness-to-Serve Charge for Fiscal Year 2025	\$ 4,881,348.00	
Readiness-to-Serve Charge December		\$ 406,779.00

Fixed Charges Subtotal		\$ 7,091,009.00
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Current Balance	\$ 21,885,121.40
Previous Balance	\$ 17,919,593.50
Total Due And Payable	\$ 39,804,714.90



A Public Agency
4677 Overland Avenue, San Diego, California, 92123-1233
(858) 522-6673 FAX (858) 522-6561

Billed to:

San Diego, City of



December 2024

Invoice Detail

Mailed: 1/10/2025

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Service Address:

2797 Caminito Chollas
San Diego, CA 92105-

REMIT TO:

SAN DIEGO COUNTY WATER AUTHORITY
4677 Overland Avenue
San Diego, CA 92123-1233

Payment is due on the last business day of the month and shall be delinquent if not received in investable funds by 2 p.m. of the tenth business day of the following month. Delinquency charges are 1% of the total amount if paid within five business days of the delinquency, 2% thereafter. Reference San Diego County Water Authority Ordinance No. 2007-03 Revenue Collection Policy for a complete explanation of billing and payment for water deliveries.

EXHIBIT I

LIST OF ADMINISTRATIVE AGREEMENTS

NO.	TITLE	EFFECTIVE DATE	AMENDMENT DATE
1.	Agreement Between City of San Diego and Participating Agencies in the Metropolitan Sewerage System for Unified Management of Industrial Waste Discharge Pretreatment and Enhanced Source Control Programs		
2.			

EXHIBIT J
SAMPLE FAB CALCULATION

ILLUSTRATIVE EXAMPLE:
FY 2024 AND POST FY 2027
FUNCTIONAL ALLOCATED BILLING (FAB)
DISTRIBUTION OF
METRO WASTEWATER SYSTEM TOTAL COSTS

EXHIBIT J - FY 2024

TABLE A: EXAMPLE 2024 FAB DISTRIBUTION OF METRO WASTEWATER SYSTEM TOTAL COSTS											
AGENCY	OWNERSHIP										
	Average Flow, MGD	Incremental Peak Flow, MGD	RSDP, MGD		TSS, 1,000 lbs.		COD, 1,000 lbs.		Pure Water Phase 1		
Unit Cost	\$160,947	\$67,220	\$0		\$123		\$17		\$14,035,210		
Chula Vista	\$2,950,163	10%	\$1,312,269	8%	\$0	0%	\$2,709,139	11%	\$638,388	\$1,641,933	12%
Coronado	\$305,800	1%	\$203,680	1%	\$0	0%	\$256,267	1%	\$55,428	\$161,744	1%
Del Mar	\$0	0%	\$20,166	0%	\$0	0%	\$0	0%	\$0	\$2,789	0%
East Otay Mesa	\$287,774	1%	\$234,061	1%	\$0	0%	\$234,962	1%	\$55,427	\$153,843	1%
El Cajon	\$1,255,389	4%	\$1,345,963	8%	\$0	0%	\$1,498,185	6%	\$287,760	\$69,733	0%
Imperial Beach	\$398,023	1%	\$300,738	2%	\$0	0%	\$250,850	1%	\$63,881	\$198,036	1%
La Mesa	\$850,815	3%	\$1,606,991	10%	\$0	0%	\$572,743	2%	\$160,116	\$396,205	3%
Lakeside/Alpine	\$609,361	2%	\$112,258	1%	\$0	0%	\$514,773	2%	\$121,832	\$21,464	0%
Lemon Grove	\$386,273	1%	\$303,056	2%	\$0	0%	\$280,774	1%	\$72,899	\$195,821	1%
National City	\$748,405	3%	\$206,568	1%	\$0	0%	\$559,705	2%	\$152,221	\$400,266	3%
Otay	\$61,160	0%	\$38,273	0%	\$0	0%	\$120,737	0%	\$13,878	\$64,182	0%
Padre Dam	\$400,759	1%	\$439,621	3%	\$0	0%	\$1,051,084	4%	\$167,951	\$62,343	0%
Poway	\$499,097	2%	\$591,194	4%	\$0	0%	\$381,951	2%	\$84,300	\$262,248	2%
Spring Valley	\$1,002,862	3%	\$306,603	2%	\$0	0%	\$803,788	3%	\$191,022	\$528,429	4%
Wintergardens	\$142,827	0%	\$72,598	0%	\$0	0%	\$136,597	1%	\$27,243	\$6,196	0%
SUBTOTAL	\$9,898,708	33%	\$7,094,038	44%	\$0	0%	\$9,371,554	37%	\$2,092,345	\$4,165,233	30%
San Diego											
SD Wastewater	\$19,965,508	67%	\$9,152,721	56%	\$0	0%	\$15,953,330	63%	\$4,200,992	\$9,869,977	70%
SD Water	\$0	0%	\$0	0%	\$0	0%	\$0	0%	\$0	\$0	0%
SUBTOTAL	\$19,965,508	67%	\$9,152,721	56%	\$0	0%	\$15,953,330	63%	\$4,200,992	\$9,869,977	70%
Regional Sludge	\$0	0.00	\$0	0.00	\$0	0.00	\$0	0.00	\$0		
TOTAL	\$29,864,216	100%	\$16,246,760	100%	\$0	0%	\$25,324,885	100%	\$6,293,337	\$14,035,210	100%

*Based on FY 2024 Metro System expenses as of last available data, March 20, 2025

*2024 billed units based on Exhibit B & use estimates developed as part of FAB & SARA creation process. 2024 units do not represent the actual billed flows and loadings form FY 2024, but rather are the same as the 2027 units with the exception of the East County agencies and the City of San Diego whose billed units are assumed to change post-2027. Focus of the analysis is to compare the changes in bills due to the change in flows and loadings after 2027 as a result of San Diego and East County Pure Water programs

EXHIBIT J - FY 2024 (CONTINUED)

TABLE B: EXAMPLE 2024 FAB DISTRIBUTION OF METRO WASTEWATER SYSTEM TOTAL COSTS										
AGENCY	USE								TOTAL	% of Total
	Metered Flow, MGD		RSDP, MGD		TSS, 1,000 lbs.		COD, 1,000 lbs.			
Unit Cost	\$692,178		\$0		\$561		\$120			
Chula Vista	\$12,469,072	11%	\$0	0%	\$10,048,689	12%	\$4,565,526	12%	\$ 36,335,178	11%
Coronado	\$1,043,278	1%	\$0	0%	\$889,552	1%	\$324,301	1%	\$ 3,240,049	1%
Del Mar	-\$4,292	0%	\$0	0%	-\$3,496	0%	-\$1,108	0%	\$ 14,059	0%
East Otay Mesa	\$201,189	0%	\$0	0%	\$138,032	0%	\$65,154	0%	\$ 1,370,441	0%
El Cajon	\$5,822,210	5%	\$0	0%	\$5,252,268	6%	\$2,050,847	5%	\$ 17,582,355	5%
Imperial Beach	\$1,635,544	1%	\$0	0%	\$1,192,406	1%	\$504,382	1%	\$ 4,543,860	1%
La Mesa	\$3,243,976	3%	\$0	0%	\$1,500,928	2%	\$692,016	2%	\$ 9,023,790	3%
Lakeside/Alpine	\$2,558,395	2%	\$0	0%	\$1,883,109	2%	\$910,190	2%	\$ 6,731,381	2%
Lemon Grove	\$1,507,949	1%	\$0	0%	\$625,924	1%	\$303,769	1%	\$ 3,676,465	1%
National City	\$2,892,939	2%	\$0	0%	\$1,995,264	2%	\$973,714	3%	\$ 7,929,082	2%
Otay	\$202,861	0%	\$0	0%	\$463,478	1%	\$92,973	0%	\$ 1,057,542	0%
Padre Dam	\$1,925,768	2%	\$0	0%	\$3,117,893	4%	\$880,795	2%	\$ 8,046,214	2%
Poway	\$1,965,607	2%	\$0	0%	\$906,717	1%	\$435,731	1%	\$ 5,126,846	2%
Spring Valley	\$3,844,185	3%	\$0	0%	\$2,564,363	3%	\$1,202,187	3%	\$ 10,443,439	3%
Wintergardens	\$688,072	1%	\$0	0%	\$530,720	1%	\$246,761	1%	\$ 1,851,013	1%
SUBTOTAL	\$39,996,753	34%	\$0	0%	\$31,105,847	37%	\$13,247,238	34%	\$ 116,971,715	35%
San Diego										
SD Wastewater	\$78,078,006	66%	\$0	0%	\$52,296,287	63%	\$25,327,225	66%	\$ 214,844,047	65%
SD Water	\$0	0%	\$0	0%	\$0	0%	\$0	0%	\$ -	0%
SUBTOTAL	\$78,078,006	66%	\$0	0%	\$52,296,287	63%	\$25,327,225	66%	\$ 214,844,047	65%
Regional Sludge	\$0	0%	\$0	0%	\$0	0.00	\$0	0.00	\$ -	0%
TOTAL	\$118,074,759	100%	\$0	0%	\$83,402,134	100%	\$38,574,463	100%	\$ 331,815,762	100%

*Based on FY 2024 Metro System expenses as of last available data, March 20, 2025

*2024 billed units based on Exhibit B & use estimates developed as part of FAB & SARA creation process. 2024 units do not represent the actual billed flows and loadings from FY 2024, but rather are the same as the 2027 units with the exception of the East County agencies and the City of San Diego whose billed units are assumed to change post-2027. Focus of the analysis is to compare the changes in bills due to the change in flows and loadings after 2027 as a result of San Diego and East County Pure Water programs

EXHIBIT J - POST FY 2027

TABLE C: EXAMPLE POST-2027 FAB DISTRIBUTION OF METRO WASTEWATER SYSTEM TOTAL COSTS											
AGENCY	OWNERSHIP										
	Average Flow, MGD	Peak Flow, MGD	RSDP, MGD		TSS, 1,000 lbs.		COD, 1,000 lbs.	Pure Water Phase 1			
Unit Cost	\$172,597	\$67,944	\$12,948		\$138		\$18	\$14,035,210			
Chula Vista	\$3,163,707	11%	\$1,326,405	8%	\$0	0%	\$3,056,672	12%	\$699,281	\$1,641,933	12%
Coronado	\$327,935	1%	\$205,874	1%	\$0	0%	\$289,141	1%	\$60,715	\$161,744	1%
Del Mar	\$0	0%	\$20,383	0%	\$0	0%	\$0	0%	\$0	\$2,789	0%
East Otay Mesa	\$308,604	1%	\$236,583	1%	\$0	0%	\$265,104	1%	\$60,714	\$153,843	1%
El Cajon	\$222,650	1%	\$1,354,134	8%	\$7,795	4%	\$303,984	1%	\$55,551	\$69,733	0%
Imperial Beach	\$426,833	1%	\$304,657	2%	\$0	0%	\$283,029	1%	\$69,974	\$198,036	1%
La Mesa	\$912,400	3%	\$1,623,623	10%	\$0	0%	\$646,216	3%	\$175,388	\$396,205	3%
Lakeside/Alpine	\$12,082	0%	\$113,467	1%	\$4,014	2%	\$32,945	0%	\$5,333	\$21,464	0%
Lemon Grove	\$414,233	1%	\$306,321	2%	\$0	0%	\$316,792	1%	\$79,852	\$195,821	1%
National City	\$802,577	3%	\$208,793	1%	\$0	0%	\$631,505	2%	\$166,740	\$400,266	3%
Otay	\$65,587	0%	\$38,685	0%	\$0	0%	\$136,226	1%	\$15,201	\$64,182	0%
Padre Dam	\$75,943	0%	\$444,357	3%	\$4,713	2%	\$87,485	0%	\$16,199	\$62,343	0%
Poway	\$535,224	2%	\$598,242	4%	\$0	0%	\$430,948	2%	\$92,341	\$262,248	2%
Spring Valley	\$990,708	3%	\$343,267	2%	\$0	0%	\$835,989	3%	\$192,882	\$528,429	4%
Wintergardens	\$3,452	0%	\$73,380	0%	\$1,036	1%	\$8,998	0%	\$1,456	\$6,196	0%
SUBTOTAL	\$8,261,935	28%	\$7,198,171	44%	\$17,558	9%	\$7,325,034	29%	\$1,691,630	\$4,165,233	30%
San Diego											
SD Wastewater	\$21,410,950	72%	\$9,251,313	56%	\$0	0%	\$17,999,850	71%	\$4,601,706	\$9,869,977	70%
SD Water	\$0	0%	\$0	0%	\$185,160	91%	\$0	0%	\$0	\$0	0%
SUBTOTAL	\$21,410,950	72%	\$9,251,313	56%	\$185,160	91%	\$17,999,850	71%	\$4,601,706	\$9,869,977	70%
Regional Sludge	\$0	0.00	\$0	0.00	\$0	0.00	\$0	0.00	\$0		
TOTAL	\$29,672,885	100%	\$16,449,484	100%	\$202,718	100%	\$25,324,885	100%	\$6,293,337	\$14,035,210	100%

*Based on FY 2024 Metro System expenses as of last available data, March 20, 2025

*2024 billed units based on Exhibit B & use estimates developed as part of FAB & SARA creation process. 2024 units do not represent the actual billed flows and loadings from FY 2024, but rather are the same as the 2027 units with the exception of the East County agencies and the City of San Diego whose billed units are assumed to change post-2027. Focus of the analysis is to compare the changes in bills due to the change in flows and loadings after 2027 as a result of San Diego and East County Pure Water programs

EXHIBIT J -POST FY 2027 (CONTINUED)

TABLE D: EXAMPLE POST-2027 FAB DISTRIBUTION OF METRO WASTEWATER SYSTEM TOTAL COSTS										
AGENCY	USE								TOTAL	% of Total
	Metered Flow, MGD		RSDP, MGD		TSS, 1,000 lbs.		COD, 1,000 lbs.			
Unit Cost	\$731,597		\$194,605		\$492		\$120			
Chula Vista	\$12,783,094	11%	\$0	0%	\$10,354,251	12%	\$4,398,500	11%	\$ 37,423,843	11%
Coronado	\$1,005,540	1%	\$0	0%	\$743,279	1%	\$289,814	1%	\$ 3,084,041	1%
Del Mar	\$0	0%	\$0	0%	\$0	0%	\$0	0%	\$ 23,172	0%
East Otay Mesa	\$206,276	0%	\$0	0%	\$148,557	0%	\$63,175	0%	\$ 1,442,856	0%
El Cajon	\$724,109	1%	\$58,382	4%	\$843,730	1%	\$284,766	1%	\$ 3,924,834	1%
Imperial Beach	\$1,706,929	1%	\$0	0%	\$948,898	1%	\$435,622	1%	\$ 4,373,980	1%
La Mesa	\$3,683,276	3%	\$0	0%	\$2,187,040	3%	\$1,102,207	3%	\$ 10,726,356	3%
Lakeside/Alpine	\$39,441	0%	\$31,137	2%	\$89,152	0%	\$26,555	0%	\$ 375,590	0%
Lemon Grove	\$1,358,771	1%	\$0	0%	\$871,176	1%	\$407,758	1%	\$ 3,950,724	1%
National City	\$3,061,864	3%	\$0	0%	\$2,019,790	2%	\$990,269	3%	\$ 8,281,804	2%
Otay	\$313,573	0%	\$0	0%	\$546,022	1%	\$113,139	0%	\$ 1,292,615	0%
Padre Dam	\$40,801	0%	\$35,029	3%	\$92,226	0%	\$27,471	0%	\$ 886,568	0%
Poway	\$1,886,688	2%	\$0	0%	\$1,273,560	2%	\$506,725	1%	\$ 5,585,975	2%
Spring Valley	\$3,301,611	3%	\$0	0%	\$2,334,121	3%	\$999,997	3%	\$ 9,527,005	3%
Wintergardens	\$14,632	0%	\$7,784	1%	\$31,974	0%	\$9,608	0%	\$ 158,517	0%
SUBTOTAL	\$30,126,604	26%	\$132,332	10%	\$22,483,777	27%	\$9,655,607	25%	\$ 91,057,881	27%
San Diego										
SD Wastewater	\$86,434,079	74%	\$0	0%	\$60,918,357	73%	\$28,918,856	75%	\$ 239,405,089	72%
SD Water	\$0	0%	\$1,167,632	90%	\$0	0%	\$0	0%	\$ 1,352,792	0%
SUBTOTAL	\$86,434,079	74%	\$1,167,632	90%	\$60,918,357	73%	\$28,918,856	75%	\$ 240,757,881	73%
Regional Sludge	\$0	0%	\$0	0%	\$0	0.00	\$0	0.00	\$ -	0%
TOTAL	\$116,560,684	100%	\$1,299,963	100%	\$83,402,134	100%	\$38,574,463	100%	\$ 331,815,762	100%

*Based on FY 2024 Metro System expenses as of last available data, March 20, 2025

*2024 billed units based on Exhibit B & use estimates developed as part of FAB & SARA creation process. 2024 units do not represent the actual billed flows and loadings from FY 2024, but rather are the same as the 2027 units with the exception of the East County agencies and the City of San Diego whose billed units are assumed to change post-2027. Focus of the analysis is to compare the changes in bills due to the change in flows and loadings after 2027 as a result of San Diego and East County Pure Water programs

EXHIBIT K

EXHIBIT LIST

Exhibit	Name	Amended Date
A	Metro Facilities (Electronic Exhibit); file name: 2025-10_Exhibit A Metro Facilities.aprx; time stamp of file: 10/23/2025 3:38 PM, software used to open and view file including version: ArcGIS Pro 3.5.0; included herewith as CD-ROM/DVD-ROM	
B	Distribution of Wastewater System Capacity Rights	
C	Administrative Protocol on Allocation of Operating Reserves and Debt Service Coverage to Participating Agencies	
D	Notice Listing	
E	Methodology for Contract Capacity Transfers	
F	Metro System Flow Formulas and Sampling Locations	
G	Sample of Interest Calculation	
H	Summary of Billings from County Water Authority Showing Costs for Untreated Water	
I	List of Administrative Agreements	
J	Sample FAB Calculation	
K	Exhibit List	

SECOND AMENDED AND RESTATED
REGIONAL WASTEWATER DISPOSAL AGREEMENT
BETWEEN
THE CITY OF SAN DIEGO
AND
THE PARTICIPATING AGENCIES
IN
THE METROPOLITAN SEWERAGE SYSTEM

40-23-25
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ACRONYM LIST:

ARA	Amended and Restated Regional Wastewater Disposal Agreement
COD	Chemical Oxygen Demand
CIP	Capital Improvement Project(s)
CPM	Construction Project Management
CWA	San Diego County Water Authority
ECAWP JPA	East County Advanced Water Purification Joint Powers Authority
FAB	Functional Allocated Billing
MBC	Metropolitan Biosolids Center
MGD	Millions of Gallons per Day
NCWRP	North City Water Reclamation Plant
NPDES	National Pollutant Discharge Elimination System
PLWTP	Point Loma Wastewater Treatment Plant
PWP	Pure Water Program
RSDP	Reject Stream from Demineralization Process
SBOO	South Bay Ocean Outfall
SBWRP	South Bay Water Reclamation Plant
TSS	Total Suspended Solids

SECOND AMENDED AND RESTATED REGIONAL WASTEWATER DISPOSAL AGREEMENT

THIS SECOND AMENDED AND RESTATED REGIONAL WASTEWATER DISPOSAL AGREEMENT (“**Agreement**”) is made and entered into this 1st day of July, 2026, by and between the CITY OF SAN DIEGO, a municipal corporation (the “**City**”), on the one hand; and the CITY OF CHULA VISTA, a municipal corporation; the CITY OF CORONADO, a municipal corporation; the CITY OF DEL MAR, a municipal corporation; the CITY OF EL CAJON, a municipal corporation; the CITY OF IMPERIAL BEACH, a municipal corporation; the CITY OF LA MESA, a municipal corporation; the LEMON GROVE SANITATION DISTRICT, a political subdivision of the State of California; the CITY OF NATIONAL CITY, a municipal corporation; the CITY OF POWAY, a municipal corporation; the OTAY WATER DISTRICT, a political subdivision of the State of California; the PADRE DAM MUNICIPAL WATER DISTRICT, a political subdivision of the State of California; and the SAN DIEGO COUNTY SANITATION DISTRICT, a political subdivision of the State of California (collectively, the “**Participating Agencies**”), on the other hand. The City and the Participating Agencies may be referred to herein individually as a “**Party**,” and collectively as the “**Parties**.”

RECITALS

WHEREAS, the City and the Participating Agencies (or their predecessors in interest) entered into that certain Regional Wastewater Disposal Agreement dated May 18, 1998 (the “**1998 Agreement**”), which provided, among other things, for certain contract rights to capacity in the Metropolitan Sewerage System, a system of wastewater conveyance, treatment, and disposal facilities (“**Metro System**”) and the establishment of a mechanism to fund the planning, design, construction, operation, and maintenance of the Metro System by the City and the Participating Agencies; and

WHEREAS, the purposes of the 1998 Agreement were: (1) to replace the prior-existing sewage disposal agreements between the City and the Participating Agencies; (2) to provide certain contract rights to capacity in the Metro System to the Participating Agencies; (3) to establish a mechanism to fund the planning, design, construction, operation and maintenance of the Metro System by the City and the Participating Agencies as necessary to provide hydraulic capacity, and to comply with applicable law and with generally accepted engineering practices; and (4) to establish a system of charges which allocates the costs of the planning, design and construction of such new wastewater conveyance, treatment and disposal facilities as are necessary solely to provide for new capacity on a fair and equitable basis; and

WHEREAS, on April 29, 2014 the San Diego City Council gave its approval and support for the Pure Water San Diego program by adoption of Resolution No. R-308906, which approved and supported the City’s efforts to develop an implementation strategy to offload wastewater flow from the Point Loma Wastewater Treatment Plant through implementation of potable reuse, resulting in effluent discharged to the Pacific Ocean being equivalent to what would be achieved by upgrading the Point Loma Wastewater Treatment Plant to a secondary treatment plant (secondary equivalency); and

WHEREAS, the City is implementing a phased, multi-year program designed to achieve compliance with the Clean Water Act and regionally produce up to 83 million gallons per day of safe, reliable potable water using new, expanded, or modified facilities, some of which will include Metro System facilities, in order to achieve secondary equivalency at the Point Loma Wastewater Treatment Plant; and

WHEREAS, the Pure Water Program will not only benefit the City by producing repurified water, but also the Participating Agencies and their wastewater customers, especially if secondary equivalency is recognized through federal legislation amending the Clean Water Act. Specifically, implementation of the Pure Water Program will reduce wastewater discharges to the Point Loma Wastewater Treatment Plant, part of the Metro System where a large portion of the Participating Agencies' wastewater is currently treated and disposed by discharging it into the Pacific Ocean. By diverting wastewater from the Point Loma Wastewater Treatment Plant and reducing the effluent discharged into the Pacific Ocean, the City and the Participating Agencies will potentially avoid billions of dollars in unnecessary capital, financing, energy, and operating costs to upgrade the Point Loma plant to secondary treatment at full capacity. Avoiding such costs would result in significant savings for regional wastewater customers and achieve environmental benefits by reducing ocean discharge; and

WHEREAS, on or around November 2019, the East County Advanced Water Purification Joint Powers Authority (the "**ECAWP JPA**") was created to implement a potable reuse program to improve local and regional water supply reliability to supply advanced treated recycled water to East San Diego County through the East County Advanced Water Purification Project (the "**ECAWP Project**"). The ECAWP Project is planned to capture and treat approximately 15 million gallons per day of wastewater that would otherwise be disposed of in the Metro System to produce an annual average supply of approximately 11.5 million gallons per day of new local drinking water. By diverting some wastewater and wastewater content away from the Metro System, the ECAWP Project has the ability to aid and contribute towards the City and region's efforts to produce a regional annual average of up to 83 million gallons per day of water suitable for potable reuse by December 31, 2035, as described in the Cooperative Agreement in Support of Pure Water San Diego executed by the City and certain environmental stakeholders on December 9, 2014. The ECAWP Project includes a residuals bypass system that will convey RSDP (as defined herein) from the advanced water purification facility, and Centrate from the solids dewatering process of the solids handling facility, to an existing regional sewage gravity pipeline owned and operated by the City for treatment and disposal; and

WHEREAS, effective on or around August 22, 2021, the City and the Participating Agencies amended the 1998 Agreement by executing an Amended and Restated Regional Wastewater Disposal Agreement (the "**ARA**") to address the costs and revenues associated with Phase 1 of the Pure Water Program, including specific cost allocations related to the construction, expansion, and/or modification of Metro System facilities and Water Repurification System facilities designed to produce up to 30 million gallons per day of Repurified Water ("**Phase 1**"). The ARA provided that within one year of its effective date, the Parties intended to meet and negotiate in good faith regarding one or more amendments to the ARA or to its Exhibits to address multiple outstanding items described in Section 2.9 of the ARA; and

WHEREAS, Section 14.2 of the ARA provided that the Parties may amend the ARA by a written agreement between the City and all Participating Agencies stating the Parties' intent to amend or supplement the agreement; and

WHEREAS, in an effort to address in good faith the outstanding items described in Section 2.9 of the ARA, and comprehensively and equitably address the costs, revenues, and billing system associated with the Pure Water Program and the related construction, expansion, and/or modification of Metro System facilities beyond Phase 1, the City and Participating Agencies wish to amend and restate the ARA as provided herein.

NOW, THEREFORE, in consideration of the mutual promises set forth in this Agreement, the City and the Participating Agencies restate and amend the ARA and agree as follows:

1. DEFINITIONS

1.1 **Administrative Agreement** shall refer to a formal binding contract, approved under the process set forth in Section 15 of this Agreement, which implements technical, administrative, operational, and/or procedural details of this Agreement.

1.2 **Administrative Approval** is an approval mechanism authorized by this Agreement that refers to a City administrative process by which the subject of a particular action is presented to the City's Director of the Public Utilities Department or their designee for approval, based on discussion and evaluation according to sound engineering standards if applicable, and any additional requirements related to review for the action requiring the City's Administrative Approval as set forth in this Agreement.

1.3 **Annual Average Daily Flow** is the number, in millions of gallons of wastewater per day ("MGD"), calculated by dividing total Flow on a fiscal year basis by the number of days in the applicable year, which is a term used for billing purposes.

1.4 **ARA** shall mean the Amended and Restated Regional Wastewater Disposal Agreement between the City and the Participating Agencies effective August 22, 2021.

1.5 **Capital Expense Rate** shall mean the same as the term is defined in Section 6.7.2.

1.6 **Capital Improvement Costs** means all costs of the planning, design, financing, construction, and/or replacement necessary to render a capital project facility fully operational, including upgrades and reconstruction, consistent with the City's policies and procedures. This includes costs for planning and environmental work; procurement of consultants or contractors to perform such work; construction management; investigative studies and pre-design work; labor and materials; inspection and testing; and financing cost including interest on financial instruments.

1.7 **Centrate** shall mean the liquid byproduct that results from the dewatering of digested solids as part of wastewater treatment processes.

1.8 **Chemical Oxygen Demand** or **COD** means the measure of the chemically decomposable material in wastewater, as determined by the procedures specified in the most current edition of “Standard Methods for the Examination for Water and Wastewater,” or any successor publication which establishes the industry standard.

1.9 **City** shall mean and refer to the City of San Diego.

1.10 **City’s Water Utility** shall mean any and all facilities, properties, improvements and works at any time owned, controlled or operated by the City as part of the public utility system of the City for water purposes, for the development, obtaining, conservation, production, storage, treatment, transmission, furnishing and distribution of water and its other commodities or byproducts for public and private use (whether located within or without the City), and any related or incidental operations designated by the City as part of the Water System, including reclaimed and re-purified water.

1.11 **City Water Utility PWP Costs** are those Pure Water Program costs allocated to the City’s Water Utility and therefore excluded as Metro System Costs under Section 6.3 of this Agreement.

1.12 **Contract Capacity** is the contractual right possessed by each Participating Agency to discharge wastewater into the Metro System pursuant to this Agreement up to the limits set forth in **Exhibit B, Distribution of Wastewater System Capacity Rights**, attached hereto.

1.13 **Contract Capacity Transfers** shall refer to the capacity transfers initiated based on Metered Flow and Strength data using the methodology set forth in **Exhibit E, Methodology for Contract Capacity Transfers**, which change a Participating Agency’s Contract Capacity, as set forth more fully in Section 4.4.3.1 and 4.4.3.2. These changes will generally be made to a single Participating Agency’s annual Contract Capacity to correct capacity exceedances but can also be made to reduce a Participating Agency’s Contract Capacity.

1.14 **CWA** shall mean the San Diego County Water Authority.

1.15 **ECAWP JPA** shall mean the East County Advanced Water Purification Joint Powers Authority. The ECAWP JPA itself is not a Participating Agency or a Party to this Agreement.

1.16 **ECAWP JPA Agencies** shall mean collectively the City of El Cajon, the Padre Dam Municipal Water District, and the San Diego County Sanitation District.

1.17 **ECAWP Project** shall mean the ECAWP JPA’s project to capture and treat wastewater that would otherwise be disposed of in the Metro System to produce an annual average supply of approximately 11.5 MGD of new local drinking water, as well as other byproducts such as recycled water and energy recovery facilities.

1.18 **Fixed Capacity** shall mean the capacities for Monthly Average Daily Flow, Incremental Peak Flow, RSDP, COD and TSS for each agency as set forth in Exhibit B.

1.19 **Fixed Capacity Charge** shall mean the charges set forth in Exhibit B that are identified as “Fixed Capacity Charges” that represent the Parties’ proportional charges for maintaining the Metro System. Items such as debt service are also included in the Fixed Capacity Charges.

1.20 **Flow** shall refer to the flow of wastewater discharged by the City and/or one or more Participating Agency/ies into the Metro System.

1.21 **Functional Allocated Billing** or **FAB** shall mean the method for distributing all capital, operations, and maintenance Metro System Costs and Revenues on an annual basis by grouping expenses according to their purposes and the current approved Functional-Design Methodology.

1.22 **Functional-Design Methodology** shall mean the process of allocating fixed and variable Operation and Maintenance Costs and Capital Improvement Costs to Flow, RSDP and Strength parameters recognizing the benefits of both the design criteria and the primary function of a unit process.

1.23 **Incremental Peak Flow** shall mean the Peak Flow minus the Monthly Average Daily Flow.

1.24 **Industrial Wastewater** means all wastewater, excluding domestic wastewater, and shall include all wastewater from any producing, manufacturing, processing, institutional, commercial, service, agricultural, or other operation. These may also include wastes of human origin similar to domestic wastewater.

1.25 **Industrial User** means a discharger of Industrial Wastewater to a public sewer. A Participating Agency may be an Industrial User.

1.26 **Joint Administrative Approval Process** is an approval process authorized by this Agreement by which an Administrative Agreement may be created, revised, supplemented, replaced or terminated, subject to the review and approval process set forth more fully in Section 15.

1.27 **MBC Return** shall mean and refer to Centrate created at the Metropolitan Biosolids Center, 5240 Convoy St, San Diego, CA 92111. MBC Return shall contain Metered Flow, TSS and COD.

1.28 **Metered Flow** shall mean the amount or volume of wastewater captured by meters that exist throughout the Metro System, estimates from unit count areas, or agreed upon estimates of flows where unit counts are not appropriate. When meters are out of service, estimates can be used to fill in data gaps. These meters, which may or may not be owned by the City, are further defined in **Exhibit F, Metro System Flow Formulas and Sampling Locations**, which may be amended from time to time.

1.29 **Metro Commission** or **Metro JPA** is the advisory body described under Section 9.

1.30 **Metro System Costs** shall mean, at a minimum, those costs set forth in Section 5.3 and as otherwise set forth in this Agreement.

1.31 **Metro System Revenues** are those revenues set forth in Section 5.5.

1.32 **Metropolitan Sewerage System** or **Metro System** shall mean and consist of those facilities which are listed, shown and/or described in **Exhibit A, Metro Facilities** (Electronic Exhibit); file name: [Enter]; time stamp of file, software used to open and view file including version; included herewith as CD-ROM/DVD-ROM, including any amendments thereto authorized by this Agreement. Exhibit A includes current constructed facilities and proposed future facilities.

1.33 **Monthly Average Daily Flow** is the number, in MGD, calculated by dividing total Flow on a monthly basis by the number of days in that month.

1.34 **Municipal System** shall mean the City's wastewater collection system, consisting of pipelines and pump stations, which collects wastewater within the City of San Diego and conveys it to the Metropolitan Sewerage System for treatment and disposal.

1.35 **New Contract Capacity** shall mean capacity in excess of the Contract Capacity set forth in Exhibit B and authorized subject to Section 3.3.

1.36 **North City Water Reclamation Plant** or **NCWRP** is the wastewater treatment facility located at 4949 Eastgate Mall in San Diego, which includes four major processes: primary treatment, secondary treatment, tertiary treatment, and disinfection.

1.37 **Operation and Maintenance Costs** are the costs to operate, maintain, manage, repair, and keep the Metro System conveyance, disposal, treatment, and reuse facilities functioning in accordance with all applicable laws, rules, and regulations.

1.38 **Participating Agencies** shall mean all the local governments and agencies that executed this Agreement other than the City.

1.39 **Peak Flow** represents the wastewater flow in millions of gallons of wastewater per day that is captured in the highest 1-hour period in a fiscal year.

1.40 **Point Loma Wastewater Treatment Plant** or **PLWTP** is the main City wastewater treatment plant with a Monthly Average Daily Flow capacity of 240 million gallons per day and a peak flow capacity of 432 million gallons per day (as of the date of this Agreement). It is an advanced primary treatment plant which includes four major processes: screening, grit removal, chemically enhanced sedimentation, and digestion.

1.41 **Pooled Capacity** shall refer to the capacity in the Metro system greater than that which has been designated in Exhibit B. Pooled Capacity amounts are shown in Exhibit E, Methodology for Contract Capacity Transfers, and may be recalculated from time to time as set forth more fully in this Agreement.

1.42 **Postage Stamp Methodology** is a methodology that can allocate a single uniform cost to any of the annual Contract Capacity cost parameters identified in Exhibit B. This methodology assumes that even though a particular discharger may not utilize all of the infrastructure, all dischargers into the Metro System benefit from the shared infrastructure.

1.43 **Projected Future Strength and Flow Amounts** are the five (5) values described below:

1.43.1 **Projected Future Metro Flow** is the estimated amount of Monthly Average Daily Flow, stated in millions of gallons per day (MGD), that the City and each Participating Agency are projected to have in a designated future year – currently, the 2050 fiscal year. Projected Future Metro Flow for each Party is stated in Exhibit B.

1.43.2 **Projected Future Incremental Peak Flow** is the estimated amount of Annual Incremental Peak Flow, stated in millions of gallons per day (MGD), that the City and each Participating Agency are projected to have in a designated future year – currently, the 2050 fiscal year. Projected Future Incremental Peak Metro Flow for each Party is stated in Exhibit B.

1.43.3 **Projected Future RSDP Flow** is the estimated amount of RSDP Flow, stated in millions of gallons per day (MGD), that the City and each Participating Agency are projected to have in a designated future year – currently, the 2050 fiscal year. Projected Future RSDP Flow for each Party is stated in Exhibit B.

1.43.4 **Projected Future COD Flows** is the estimated amount of Chemical Oxygen Demand (COD), stated in pounds per day, that the City and each Participating Agency are projected to have in a designated fiscal year – currently, the 2050 fiscal year. Projected Future COD Flows for each Party are stated in Exhibit B.

1.43.5 **Projected Future TSS Flows** is the estimated amount of Total Suspended Solids (TSS) stated in pounds per day, that the City and each Participating Agency are projected to have in a designated fiscal year – currently, the 2050 fiscal year. Projected Future TSS Flows for each Party are stated in Exhibit B.

1.44 **Pure Water Capital Melded Percentage** is the proportionate share stated in Column 7 of Exhibit B (formerly Column 12 of Exhibit G of the ARA), by which Pure Water Program Capital Improvement Costs, Repurified Water Revenue, and the Capital Expense Rate will be allocated among the City and the Participating Agencies. The Pure Water Capital Melded Percentage is based on each Party's proportionate share of Projected Future Metro Flow, Projected Future TSS Flows, and Projected Future COD Flows, which proportions are weighted as described in Footnote 5 of Exhibit B.

1.45 **Pure Water Program** or **PWP** is the City's phased, multi-year program designed to produce up to 83 million gallons per day of Repurified Water using new, expanded, or modified facilities, some of which will include Metro System facilities.

1.46 **PWP Phase 1 or Phase 1** shall mean the first phase of the Pure Water Program, which modifies/constructs Metro System and Water Repurification System facilities and is designed to produce an annual average of 30 million gallons per day of Repurified Water.

1.47 **PWP Phase 2 or Phase 2** shall mean the second phase of the Pure Water Program which modifies/constructs Metro System and Water Repurification System facilities and is designed to produce up to an additional annual average of 53 million gallons per day of Repurified Water.

1.48 **Recycled Water** shall have the definition set forth in Title 22, Division 4 of the California Code of Regulations and shall mean water which, as a result of treatment of wastewater, is suitable for a direct beneficial use or a controlled use that otherwise could not occur.

1.49 **Reject Stream from Demineralization Process or RSDP** is a flow reject stream and treatment byproduct from a demineralization process at a potable reuse facility. ~~Separately conveyed, it bypasses all secondary wastewater treatment processes. This flow that~~ primarily contains liquid and salts.

1.50 **Repurified Water** shall mean water which, as a result of advanced treatment of Recycled Water, is suitable for use as a source of domestic (or potable) water supply.

1.51 **Repurified Water Revenue** is the cost savings that will be realized when the City's Water Utility's annual costs per-acre foot for Repurified Water, including City Water Utility PW Costs, are less than the purchase costs per-acre foot for comparable water from the San Diego County Water Authority, as further described in Section 6.

1.52 **Residuals** shall mean RSDP and Centrate. In the future, Residuals may include other waste byproducts if the Parties agree in writing that other byproducts may be discharged into the Metro System.

1.53 **South Bay Ocean Outfall or SBOO** is the facility that is jointly owned by the International Boundary & Water Commission (U.S. Section IBWC) and the City. The outfall conveys and discharges treated effluent from the IBWC's International Wastewater Treatment Plant and treated effluent from the City's South Bay Water Reclamation Plant. As of the date of this Agreement, the outfall has a current Average Daily Flow Capacity of 174 million gallons per day. As of the date of this Agreement, the City owns 39.94% of the capacity of the outfall and the balance of the capacity is owned by the IBWC.

1.54 **South Bay Water Reclamation Plant or SBWRP** is the wastewater treatment facility located at 2411 Dairy Mart Road in San Diego, which includes four major processes: primary treatment, secondary treatment, tertiary treatment, and disinfection.

1.55 **Strength** means the measurement of Total Suspended Solids and Chemical Oxygen Demand within the Flow and any other measurement required by law after the date of this Agreement or necessary for the Functional Design Methodology.

1.56 **Total Suspended Solids** or **TSS** means the insoluble solid matter in wastewater that is separable by laboratory filtration, as determined by the procedures specified in the most current edition of "Standard Methods for the Examination of Water and Wastewater," or any successor publication which establishes the industry standard.

1.57 **Tertiary Component** is that portion of the wastewater treatment process that currently filters the secondary treated wastewater effluent through fine sand and/or anthracite coal to remove fine suspended solids and disinfects it to meet the requirements of the California Administrative Code, Title 22, or its successor for filtered and disinfected wastewater used for recycled and repurified water.

1.58 **Two-Party Approval** is an approval mechanism under this Agreement that requires the City's Administrative Approval and a two-thirds (2/3) vote or greater of the Metro JPA Directors present at a duly noticed Metro JPA public meeting as described more particularly in Section 16.

1.59 **Variable Costs** shall refer to the portion of the Functional Design Methodology costs that are allocated based on Metered Flow and Strength.

1.60 **Water Repurification System** shall mean any facilities, including treatment and conveyance facilities, the purpose of which is the production or conveyance of Repurified Water. Water Repurification System includes, but is not limited to: the Tertiary Component of the North City Water Reclamation Plant to the extent being used to produce Repurified Water, the North City Pure Water Facility; the Repurified Water conveyance system, which will transport Repurified Water from the North City Pure Water Facility and/or other facilities to the Miramar Reservoir or other alternative location(s) as determined by the City; and any other Repurified Water treatment or conveyance facilities which are part of the Pure Water Program. These facilities are constructed and maintained at the expense of the City water utility and are excluded Metro System Costs under this Agreement.

2. OWNERSHIP AND OPERATION OF THE METRO SYSTEM

2.1 Rights of the Parties. The City is the owner of the Metro System, and any additions to the Metro System or other facilities constructed pursuant to this Agreement. As more particularly set forth in this Agreement, and subject to the terms and conditions of this Agreement, the rights of the Parties generally include the following:

2.1.1 All decisions with respect to the planning, design, construction, operation and maintenance of the Metro System shall rest with the City, in consultation with the Metro JPA.

2.1.2 The Participating Agencies shall have a contractual right to use the Metro System and to participate in its operation.

2.1.3 The City may transfer ownership of all or part of the Metro System at any time. In the event of a transfer, including a sale under Section 2.7, the City's successor shall be bound by the terms of this Agreement, and the Participating Agencies rights under this Agreement shall not be affected by such a transfer.

2.1.4 Any Participating Agency may transfer or assign its rights and obligations under this Agreement. Any transfer shall first be approved by the City. No transfer may occur if the City reasonably determines, after consultation with the Participating Agencies involved, that the proposed transfer will imbalance or adversely impact the City's ability to operate the Metro System.

2.2 Metro System Services.

2.2.1 The City shall provide wastewater conveyance, treatment and disposal services to the Participating Agencies through the Metro System, under the terms set forth in this Agreement.

2.2.2 The City shall operate the Metro System in an efficient and economical manner, maintaining it in good repair and working order, all in accordance with recognized sound engineering and management practices.

2.2.3 The City shall convey, treat, and dispose of or reuse all wastewater received under this Agreement in such a manner as to comply with all applicable laws, rules and regulations.

2.3 Flow Commitment.

2.3.1 Subject to the provisions of this Agreement and absent a separate agreement of the Parties, all Flow within the capacity limits set forth in Exhibit B or any amendments or changes thereto shall remain in the Metro System.

2.3.2 This Agreement shall not preclude any Party from diverting Flow as a result of the construction of reclamation/reuse facilities or New Capacity outside of the Metro System.

2.3.3 Any Participating Agency may negotiate an agreement with the City to reduce all or part of their Contract Capacity. If a Participating Agency reduces its Contract Capacity to zero, that Participating Agency's rights shall terminate under this Agreement and that Participating Agency shall no longer be considered a member of the Metro JPA. However, the agreement between the City and Participating Agency shall provide that the Participating Agency pays its proportionate share of Capital Improvement Costs for the remainder of the useful life of the facility(ies) constructed during the time the Participating Agency possessed Contract Capacity in the Metro System. This shall include, but is not limited to, any remaining portions of outstanding debt that was incurred for capital facilities during the time the Participating Agency had the right to send Flow into the Metro System, and the cost to disconnect the Participating Agency's system from the Metro System. Any Contract Capacity that a Participating Agency chooses to relinquish under this section shall be treated as Pooled Capacity after the effective date of an agreement between the City and that Participating Agency. This section does not apply to Inter-Agency transfers of Contract Capacity, which involve the relinquished Contract Capacity being assigned to and assumed by another Participating Agency or the City. Inter-Agency transfers are governed by Section 3.2

2.3.4 Flow Projections. Currently, the Projected Future Strength and Flow Amounts are projected to the year 2050 in order to allow the Parties time to plan for future

development and growth. However, these projections may be amended from time to time through the Exhibit B amendment processes in this Agreement to more fairly align with actual flow and strength data. The parties shall begin discussion to recalculate the Projected Future Strength and Flow Amounts set forth in Exhibit B by no later than January 1, 2040.

2.4 Funding Obligations. The City shall fund the acquisition, construction, maintenance and/or operation of the Metro System from monies in (or sewer revenues which populate) the Sewer Revenue Fund for the Metro System, and/or from construction funds derived from the sale of duly authorized sewer revenue bonds for the Metro System. Nothing in this Section or Agreement shall (i) obligate the City to make any payment for the acquisition, construction, maintenance or operation of the Metro System from monies derived from taxes or any other income or revenue of the City; (ii) be construed to obligate the City or any Participating Agency to pay from its annual income and revenues any sum which would create an indebtedness, obligation or liability within the meaning of the provisions of Section 18 of Article XVI of the Constitution of the State of California and, in the City's case, San Diego Charter Section 99; or (iii) prevent the City, in its discretion, from using tax revenues or any other available revenues or funds of the City for any purpose for which the City is empowered to expend moneys under this Agreement. For the avoidance of doubt, subsections (i) and (ii) shall not relieve the City from its obligations to fund the Metro System as provided in this Section 2.4.

2.5 Limitations on Types and Condition of Wastewater.

2.5.1 Each Participating Agency shall minimize to the maximum extent practicable, the infiltration and inflow of surface, ground or stormwaters into its respective wastewater systems.

2.5.2 Each Participating Agency will ensure that all Industrial Users of its wastewater system are regulated by and comply with the City's industrial pretreatment program. City shall not require the Participating Agencies to take any actions against such Industrial Users beyond that which are (1) required under applicable laws, rules and regulations, (2) taken by the City, or (3) that can be taken, but are not being taken by the City.

2.5.3 City and the Participating Agencies agree that the Interjurisdictional Pretreatment Agreements executed by and between the City and each Participating Agency, as applicable, shall terminate effective upon the date of this Agreement. However, the separate transportation agreements that are currently in effect between or among the City and the Participating Agencies shall remain in effect in accordance with their terms. Each Participating Agency will not discharge wastewater originating outside its respective boundaries into the Metro System without the approval of the City, which shall not be unreasonably withheld.

2.5.4 Each Participating Agency shall be responsible for the violation of any applicable laws, rules or regulations associated with its respective discharge of wastewater into the Metro System. Nothing in this Agreement shall affect or prohibit the ability of any Participating Agency to hold third parties responsible for such violations. However, City shall be responsible for enforcement actions related to the violation of any applicable laws, rules, or regulations associated with industrial waste dischargers regulated by City, though each Participating Agency

shall collaborate with City when necessary, on any enforcement response for pretreatment violations within a Participating Agency's jurisdiction. However, the City shall not be responsible for enforcement or monitoring related to a Participating Agency's compliance with its own NPDES Permit.

2.5.5 Food establishments and dischargers of fats, oils, and grease (FOG) are regulated and monitored by individual Participating Agencies within their jurisdiction. Participating Agencies are responsible for the provision of FOG programs, services, and enforcement within their jurisdiction. The City will not provide FOG-related services or programs outside of the City's jurisdiction.

2.5.6 Residuals shall be separately conveyed so that the Residuals bypass all secondary wastewater treatment processes, unless otherwise agreed to in writing by the City and a Participating Agency or the City and a group of Participating Agencies. For the avoidance of doubt, the Agreement regarding Operation and Maintenance of the East County Residuals Line entered into by the City and the ECAWP JPA with an effective date of February 6, 2023 (specifically, Exhibit C to that agreement entitled Principles of Understanding for Operation and Residuals Management in Lieu of the East County Residuals Line), is an agreement that allows the Residuals from the ECAWP Project to convey Residuals in a manner that does not bypass all secondary wastewater treatment processes under certain conditions.

2.6 Enforcement Actions. In the event a regulatory agency, imposes any penalty or fine, or takes other enforcement action, or a private citizen brings a citizen enforcement action to enforce regulatory requirements, (collectively, "Enforcement Actions") relating to the conveyance, treatment, or disposal of wastewater in or from the Metro System or operation of the Metro System, the City shall determine as part of its investigation and response to the notice of violation whether the City or a Participating Agency or Agencies caused or contributed to the violation for reasons which may include, without limitation, exceeding their Contract Capacity, the contents of their wastewater, or the failure to maintain or operate the Metro System or a Participating Agency's system. Any costs associated with an Enforcement Action including but not limited to fines, penalties, corrective measures, and costs of defense (collectively, "Penalty(ies)") shall be shared by the Participating Agencies and the City proportionately based on Fixed Capacity as set forth in the then current Exhibit B, unless the City determines, based on verifiable facts, that the violation for which the Penalty is imposed was caused by, or was the result of, gross negligence or willful misconduct of the City or a Participating Agency.

2.6.1 For any Enforcement Actions (1) related to sanitary sewer overflows of 10,000,000 gallons or more from the Metro System occurring after the effective date of this Agreement, or (2) that the City reasonably anticipates will result in the Participating Agencies' collective responsibility for the Penalties imposed to exceed 10% of the Metro Participating Agencies combined annual operations and maintenance budget for the Metro System for the fiscal year in which the Penalty is imposed ("Threshold Amount"), the City's determination will be subject to review by the Metro JPA as set forth in 2.6.1.1 through 2.6.1.8 below. The scope of the Metro JPA's review shall be limited to whether the violation for which the Penalty is imposed was caused by, or was the result of, gross negligence or willful misconduct of the City or a Participating

Agency, and if so, how the Penalty should be fairly allocated. For all other Enforcement Actions, the City's determination related to the allocation of Penalty shall be final.

2.6.1.1 The City will provide a copy of any report submitted to a regulatory agency in response to an Enforcement Action to the Metro JPA within 30 days of submitting that report to the regulatory agency. In that same communication, the City will also provide a summary of the City's findings regarding causation and preliminary determination regarding the allocation of any Penalties. If these determinations have not been made, the City will provide an anticipated date that the information will be provided.

2.6.1.2 If the Metro JPA disputes the City's determination as to the allocation, as evidenced by a vote approved by two-thirds of the Metro JPA Directors present at a duly noticed meeting, it shall notify the City in writing of the same within 90 days of receiving the City's preliminary allocation determination.

2.6.1.3 The City and representatives of the Metro JPA shall meet and confer to discuss the matter and try to reach an agreement on the appropriate allocation. To facilitate resolution, the meet and confer process shall be treated as a settlement discussion under the California Evidence Code and shall be a confidential process. The meet and confer process shall focus on whether the violation for which the Penalties are being imposed is the result, in whole or in part, of the gross negligence or willful misconduct of the City or a Participating Agency, and if so, how the Penalties shall be allocated.

2.6.1.4 If through the meet and confer process, the City determines that the Participating Agencies' collective responsibility for the Penalties imposed will be less than the Threshold Amount, then the City will inform the Metro JPA of this determination and allocate the Penalty as such, and no further action by the Metro JPA is required.

2.6.1.5 If through the meet and confer process, the City and representatives of the Metro JPA reach an agreement, and the Participating Agencies' collective responsibility for the Penalties imposed will be equal to or greater than the Threshold Amount, then that agreement shall be subject to the Two-Party Approval process. The City and representatives of the Metro JPA shall have an opportunity to present the proposed agreement to the Metro JPA before a vote on the determination.

2.6.1.6 If the City and representatives of the Metro JPA are unable to reach an agreement and Participating Agencies' collective responsibility for the Penalties imposed is equal to or exceeds the Threshold Amount, the City will make a final determination regarding allocation of the Penalty and present the determination to the Metro Commission.

2.6.1.7 In the event that Two Party Approval is required but is not achieved, each Participating Agency shall pay the portion of the Penalty allocated to them at the time that it is invoiced, however, such payment may be made under protest. The Parties shall engage in the dispute resolution procedures under this Agreement to resolve the issue, prior to any Party having the right to initiate litigation.

2.6.1.8 Penalties in excess of the Threshold Amount shall be separated out in the reconciliation billing and notated as a spill penalty with reference to the first day of the spill associated with the penalty.

2.7 Right of First Refusal.

2.7.1 The City shall not sell or agree to sell the Metro System without first offering it to the Participating Agencies. For the purposes of this section, "Participating Agencies" shall mean a Participating Agency, a group of Participating Agencies, or a third party representing one or more Participating Agencies. The term "sell" shall include any transfer or conveyance of the Metro System or of any individual treatment, collection, or reclamation facility or outfall within the Metro System.

2.7.2 The City and the Participating Agencies recognize that transfer of ownership of the Metro System is currently restricted by Sections 6.04 and 6.20 of the Installment Purchase Agreement between the City and the Public Facilities Financing Authority of the City, which inter alia restricts the transfer of ownership to the Metropolitan Wastewater Sewage District or other governmental agency whose primary purpose is to provide wastewater treatment. The City shall not seek to impose on bond holders a waiver of Section 6.04 or 6.20. Absent such a restriction, before the City sells or agrees to sell the Metro System, or any portion of it, the City shall offer to sell the Metro System to the Participating Agencies (the "Offer") on the terms and at a price equal to that proposed for the sale of the Metro System to a third party. The City shall provide all Participating Agencies with written notice of the Offer per Section 13. The Participating Agencies shall have ninety (90) days from the date of mailing of the Offer (the "Intent to Respond Period") in which to notify the City of their intent to respond to the Offer. If a Participating Agency or Agencies notify the City of their intent to respond to the Offer, that Participating Agency or those Agencies shall have five months from the expiration of the Intent to Respond Period in which to accept or reject the Offer. The Offer shall contain the name of the proposed purchaser, the proposed sale price, the terms of payment, the required deposit, the time and place for the close of escrow, and any other material terms and conditions on which the sale is to be consummated. If no Participating Agency or Agencies notifies the City of its (or their) intent to respond to the Offer within the Intent to Respond Period, the City may move forward with the sale of the Metro System without further notice to the Participating Agency in accordance with Section 2.7.3 below.

2.7.3 If the Participating Agencies give timely notice of their intent to respond and timely notice of their acceptance of the Offer, then the City shall be obligated to sell and the Participating Agencies shall be obligated to purchase the Metro System or any individual treatment, collection or reclamation facility or outfall within the Metro System, as applicable, at the price and on the terms and conditions of the Offer. If the Participating Agencies do not give timely notice of their intent to respond or their acceptance of the Offer, or do not submit an offer on the same terms and conditions as the Offer, the City may, following the end of the Offer period, sell the Metro System, or any portion of it, at a price and on terms and conditions no less favorable to the City than those in the Offer. The City shall not sell the Metro System to any third party on terms or at a price less favorable to the City from the terms and price contained in the Offer absent compliance with the terms of this Section. The City's sale of the Metro System under Section 2.7, is a transfer of ownership subject to Section 2.1.3.

2.7.4 Nothing herein shall prevent the City from entering into a financing agreement which may impose limits on the City's power to sell the Metro System to the Participating Agencies pursuant to Section 2.7.1 if the City reasonably believes that such a financing agreement is in the City's best interest. Neither the entry into such a financing agreement by the City nor the performance thereof by the City shall constitute a breach or default by the City hereunder.

2.8 Uniform Enforcement of Pretreatment Program by City. The Parties have determined that it is in their best interests for a single agency to be responsible for management of the pretreatment program for the Metro System in order to: (a) Ensure protection of the entire Metro System, including the successful operation of the Pure Water Program; (b) Provide consistent and uniform regulation of Industrial Users, including those subject to pretreatment requirements; (c) Provide for transparent and fair cost recovery from all dischargers; and (d) Promote efficiency and accountability in the administration of the Metro System. For these reasons, the Parties are delegating pretreatment responsibilities to the City, except regulation of Food Establishments and FOG dischargers, as more fully set forth in this Agreement and in Administrative Agreement #1 Between City of San Diego and Participating Agencies for the Unified Management of Industrial Waste Discharge Pretreatment and Enhanced Source Control Programs ("**Administrative Agreement #1**"). Notwithstanding the above, the City may enter into supplementary agreements with an individual Participating Agency, or a group of Participating Agencies, relating to industrial waste discharge pretreatment and enhanced source control programs unique to such Participating Agency(ies), so long as the supplementary agreement incorporates a separate cost proportional to the participation of such Participating Agency or group of Participating Agencies that is the sole responsibility of such Participating Agency(ies).

2.8.1 Delegation of Authority. Each Participating Agency shall and hereby does delegate to City full authority and responsibility to operate, manage, and enforce an effective pretreatment program throughout the Metro System to ensure that all Industrial Users are subject to uniform rules and regulations, with direct billing to Industrial Users by the City to begin on the first July 1 following execution of this Agreement.

2.8.2 Operations and Maintenance. Procedures relating to the operation, management, enforcement, and cost recovery for the pretreatment program are set forth in Administrative Agreement #1.

2.8.3 Amending Pretreatment Program Procedures. Administrative Agreement #1 may be amended from time to time as set forth in Section 15. In the event of any conflict between this Agreement and Administrative Agreement #1, the terms of this Agreement shall control.

2.8.4 Adoption of Local Ordinances. By no later than June 30 following the Effective Date of this Agreement, every Participating Agency shall adopt a local ordinance conforming with the sample ordinance contained in Administrative Agreement #1 and the City's pretreatment ordinance, each as amended from time to time, to ensure consistency throughout the Metro System.

2.8.5 Identification of New Industrial Users. Participating Agencies shall notify the City of any identified potential new Industrial Users within their respective boundaries while the City will bear responsibility for inventory assessments on a regular basis as set forth in Administrative Agreement #1.

2.8.6 Permitting and Permit Compliance. Nothing in this Agreement shall be construed to relieve any discharger to the Metro System of the responsibility to obtain and comply with any required permits for, and to comply with rules and regulations applicable to, dischargers to the Metro System. If the City determines that an Industrial Wastewater Control Program Permit is required, it shall issue the permit subject to the City's permit requirements. The City's approval or denial of any application for, or revocation of, an Industrial User Permit shall be in accordance with Chapter 6, Article 4 of the San Diego Municipal Code as well as any other applicable federal, state or local regulations, any published City guidance related to the Industrial Wastewater Control Program, and the City's Enforcement Response Plan, all as may be amended, renumbered, or renamed from time to time. The City and any Participating Agency may elect to coordinate and combine issuing their wastewater discharge permits to Industrial Users when deemed appropriate by both parties. Any agreement between the City and the Participating Agencies related to permitting under the Industrial Wastewater Control Program, shall not transfer responsibility to City for any other type of permitting outside of the City's jurisdiction, or subject any local agency as that term is defined in California Government Code section 53090, to local building and zoning ordinances that the local agency is not otherwise legally subject to.

2.8.7 Inventory of Industrial Users. City shall create and maintain an inventory of all Industrial User within the Metro System as soon as reasonably practicable following execution of this Agreement. The Participating Agencies shall review the inventory and shall notify the City of an Industrial User(s) in its jurisdiction that is not identified on the inventory as set forth in Administrative Agreement #1.

2.8.8 Evaluation, Monitoring, Enforcement and Program Review. Upon the effective date of this Agreement, it shall be the City's right and obligation to carry out pretreatment evaluation, permitting, monitoring and/or enforcement throughout the Metro System consistent with the procedures set forth in Administrative Agreement #1. The City's pretreatment program review shall occur as necessary, but no less than once every five (5) years. Nothing herein shall be construed as prohibiting any Participating Agency from enforcement of its own pretreatment ordinance within its jurisdiction.

2.8.9 City's Direct Billing of Industrial Users. The City shall directly bill Industrial User throughout the Metro System to recover costs associated with the pretreatment program as set forth in Administrative Agreement #1. The City Council shall set and approve such costs in a publicly noticed meeting pursuant to the procedures set forth in Administrative Agreement #1.

2.9 Wastewater Generated at Military Bases. The City may contract directly with federal military bases that are connected to the Metro System for wastewater services and capacity subject to the terms of this Section 2.9. If a United States military base is located within a Participating Agency's jurisdiction, the Participating Agency may request that the City bill that

military base directly as a separate and distinct customer. In the event the City agrees to accept the military's wastewater and bill the military base as a separate and distinct customer, then (1) the Participating Agency shall have no billing obligations with respect to the military base; (2) each Participating Agency whose sewage line conveys the military base's wastewater reserves the right to negotiate and charge the federal government a conveyance or transportation fee for use of that Participating Agency's sewer line; (3) the City shall require that the military base comply with the applicable City pretreatment rules; and (4) the City agrees that the wastewater generated by the military base shall not be considered wastewater of the Participating Agency with respect to capacity once the City enters into an agreement with the military base. Any transfers of capacity that are appropriate or necessary to accommodate flow from military bases, if needed, would be governed by Section 3.2 herein, "Inter-Agency Transfers of Contract Capacity."

3. CAPACITY RIGHTS

3.1 Contract Capacity. Each Participating Agency shall have the contractual right to discharge wastewater to the Metro System up to the limits set forth in Exhibit B ("**Contract Capacity**"). Each Party's Contract Capacity as stated in Exhibit B, is used for the purpose of allocating the Metro System's Pure Water Program Capital Improvement Costs, Repurified Water Revenue, and the Capital Expense Rate under this Agreement.

3.2 Inter-Agency Transfers of Contract Capacity. The Participating Agencies and the City may buy, transfer, sell or exchange all or part of their Contract Capacity among themselves on such terms as they may agree upon, subject to the following:

3.2.1 Any Party requesting to buy, transfer, sell, or exchange all or part of their Contract Capacity ("**Inter-Agency Transfer**") shall provide a written proposal to the City including the proposed terms of such Inter-Agency Transfer. The Party requesting the Inter-Agency Transfer shall also provide notice to all other Participating Agencies under Section 13 concurrently with submitting the proposal to the City.

3.2.2 All Participating Agencies will have 45 days to provide any technical input to the City regarding the proposed Inter-Agency Transfer. Any Participating Agency providing technical input shall provide a copy of such input to all other Participating Agencies under Section 13 concurrently with submitting the input to the City.

3.2.3 Upon receipt of a request for an Inter-Agency Transfer, the City will review the request, consult with the affected Participating Agencies, and consider any technical input provided by other Participating Agencies.

3.2.4 All proposed purchases, transfers, sales or exchanges of Contract Capacity require the City's Administrative Approval prior to becoming effective. No Contract Capacity may be transferred if the City determines that said transfer will imbalance, or will otherwise adversely impact the City's ability to operate the Metro System. Provided, however, that the Participating Agency seeking the transfer may offer to cure such imbalance at its own expense. If the Participating Agency makes such an offer, the City may not unreasonably withhold Administrative Approval.

3.2.5 If the City approves the offer as proposed, the City shall adjust the Contract Capacity set forth in Exhibit B per Section 3.6 to reflect the approved changes. If the City determines, after taking the steps in Section 3.2.3 that an Inter-Agency Transfer may be approved if the request is modified, the City will provide a written notice to all Participating Agencies of the modified Inter-Agency Transfer under Section 13 no less than 30 days prior to the Inter-Agency Transfer becoming effective. Such modified Inter-Agency Transfer will become effective 30 days following the written notice being provided, and the City will prove an updated Exhibit B per Section 3.6 reflecting the approved changes.

3.2.6 If a Participating Agency reduces its Contract Capacity to zero through an Inter-Agency Transfer, that Participating Agency's rights under this Agreement shall terminate and that Participating Agency shall no longer be a member of the Metro JPA. The Participating Agency shall remain responsible for all outstanding financial obligations under this Agreement, unless the Inter-Agency Transfer Agreement assigns those obligations to the Participating Agency accepting the transfer and that agency assumes those obligations. Outstanding financial obligations include, but are not limited to, a Participating Agency's proportionate share of Capital Improvement Costs for the remainder of the useful life of the facility(ies) constructed during the time the Participating Agency possessed Contract Capacity in the Metro System, including any remaining portions of outstanding debt incurred for capital facilities during the time the Participating Agency had the right to send Flow into the Metro System, and the cost to disconnect the Participating Agency's system from the Metro System.

3.3 New Contract Capacity. The Parties recognize that the Metro System may be modified to create capacity in the Metro System beyond that set forth in Exhibit B as a result of the construction of additional facilities, acquisition of facilities, increased flows, or as required by regulatory or similar such action. If capacity in excess of the Contract Capacity ("**New Contract Capacity**") is required or requested by a Party, the Parties shall negotiate in good faith to provide the needed or requested capacity. If the Parties agree to provide New Contract Capacity, they shall memorialize the agreement for New Contract Capacity in an Administrative Agreement subject to the Joint Administrative Approval Process set forth in Section 15. If the parties execute an Administrative Agreement for New Contract Capacity, Exhibit B shall also be adjusted pursuant to Section 3.6 to reflect the New Contract Capacity.

3.4 Reductions in Metro System Capacity. The Parties further recognize that Metro System Capacity may be reduced to comply with, or in response to, applicable permit conditions, or related regulatory action, or sound engineering principles. In the event that the capacity of the Metro System is re-rated to levels below the numbers reflected in the Totals Line set forth in Exhibit B, then the Contract Capacity shall be reallocated proportionately among the Parties based on the percentages of fixed ownership set forth in Exhibit B at that point in time, subject to the City's Administrative Approval and amendment of Exhibit B.

3.5 Restrictions on Veto of Transfers and Acquisitions of Capacity. Each Party understands and agrees that no Participating Agency has a right to veto or prevent the transfer of capacity between other Participating Agencies or the City, nor the creation or acquisition of new capacity for another Participating Agency or Agencies. By signing this Agreement, each Participating Agency is expressly preapproving such actions. The sole right of a Participating

Agency to object to any of the foregoing shall be through expression of its opinion to the Metro JPA and, where applicable, through exercise of its rights under the dispute resolution provisions of this Agreement.

3.6 Amendments to Exhibits B. If the City determines that an amendment to Exhibit B is required for any reason other than a request from a Participating Agency under Sections 2.3.3 and Sections 3.2, and that reason only requires the City's Administrative Approval, the City shall prepare and circulate to all Participating Agencies a notice explaining the facts and circumstances that the City's determination is based on (including any relevant data available), and the proposed amendment to Exhibit B within 60 days of determining such an amendment is necessary. The Participating Agencies will have sixty (60) days to provide comments to the City, and all comments submitted to the City by a Participating Agency shall also concurrently be submitted to all other Participating Agencies. The City will review all comments received, prepare final amendments to Exhibit B to reflect adjustments in Contract Capacity, and circulate the final amended Exhibit B by no later than sixty (60) days after the City's Administrative Approval. If the amendment to Exhibit B requires an approval process other than the City's Administrative Approval, the Parties will follow the required approval process, and once that is completed, the City will prepare and provide the final version of Exhibit B within 60 days of the completion of the approval process. The City shall note each amendment and amendment date in the Exhibit List and shall keep an updated version of Exhibit B on file with the City Public Utilities Department at all times. An amendment to Exhibit B shall not be retroactive, except as provided in Section 4.4.3.3.

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3.7 The South Bay Ocean Outfall. Nothing in this Agreement shall limit the City's right to transfer capacity rights in assets that are not a part of the Metro System, including without limitation that portion of the South Bay Ocean Outfall which is not part of the Metro System.

4. **FINANCE, BUDGETING, AND ACCOUNTING: PAYMENT AND MONITORING PROVISIONS**

4.1 Payment for Metro System Facilities. Through the system of charges set forth in Section 5 of this Agreement, each Participating Agency shall pay its share of the costs of planning, design and construction of all of the Metro System facilities which are identified in Exhibit A .

4.2 Payment for Additional Metro System Facilities. Through the system of charges set forth in Section 5 of this Agreement, each Participating Agency shall pay its share of the costs of acquisition, planning, design and construction of such facilities, in addition to those set forth on Exhibit A, as are necessary to (a) convey, treat, dispose, and reuse wastewater in the Metro System; (b) provide the Contract Capacity set forth in Exhibit B; and (c) maintain hydraulic capacity as otherwise required by sound engineering principles. Each Participating Agency shall pay its share of the costs necessary to ensure the Metro System maintains compliance with applicable laws, rules and regulations, including the Ocean Pollution Reduction Act of 1994 and its successor(s), as well as present and future waivers of applicable treatment standards at any Metro System treatment facility. Exhibit A may be amended to reflect replaced or rehabilitated facilities, or changes in facilities, subject to the City's Administrative Approval; however, if the City proposes to add a new Metro facility to Exhibit A, or convert a City facility to a Metro facility that will be added to Exhibit A, then each such amendment shall be (1) subject to the City's Administrative

Approval, in its sole discretion, when the addition or conversion is for the purpose of complying with applicable laws, rules, or regulations; or (2) supported by an independent third-party study setting forth the benefits to the Metro System of each new facility, including a cost allocation for capital and projected annual maintenance costs if the addition or conversion is for any other purpose. For any new Metro facility or conversion of a City facility to a Metro facility proposed to be added or converted under (2) above, any such proposal must be memorialized in an Administrative Agreement subject to the Joint Administrative Approval Process set forth in Section 15. Once approved, the City shall amend Exhibit A accordingly and shall give notice of any amendments to all Participating Agencies. The City shall keep an updated version of Exhibit A on file with the City Public Utilities Department. Exhibit A may be amended to reflect other changes to the Metro System only as expressly provided in this Agreement.

4.3 Payment for Operation and Maintenance. Through the system of charges set forth in Section 5 of this Agreement, each Participating Agency shall pay its share of the Operation and Maintenance Costs of all Metro System facilities. The Participating Agencies shall not pay for the Operation and Maintenance Costs of the Water Repurification System, which are City Water Utility PW Costs.

4.4 Charges Based on Flow, Strength and Fixed Capacity: Exception.

4.4.1 Except as otherwise described in this Section 4.4, a Participating Agency's share of the charges in this Section 4 shall be based on its proportionate Flow, Strength, and Fixed Capacities as set forth in Exhibit B, as described more fully in Section 5.

4.4.2 Notwithstanding Section 4.4.1, or any other provision of this Agreement, a Participating Agency's share of PWP Phase 1 Capital Improvement Costs, PWP Phase 1 Repurified Water Revenue, and Pure Water Program Capital Expense Rate attributable to the Metro System as described in Sections 6.6 and 6.7 shall be assessed or credited based on the Parties' proportionate share of the Pure Water Capital Melded Percentages set forth in Column 7 of Exhibit B. The City shall annually allocate the estimated and actual PWP Phase 1 Capital Improvement Costs and revenues which are attributable to the Metro System in proportion to each Party's Pure Water Capital Melded Percentages as set forth in Column 7 of Exhibit B when estimating quarterly payments and conducting year-end adjustments.

4.4.3 Each Party recognizes that operation within respective Projected Future Strength and Flow Amounts is essential to the accurate allocation of costs and revenues under the Pure Water Program. In recognition of same, the Parties agree as follows:

4.4.3.1 Contract Capacity Transfers – Increases in Fixed Capacity Components. Beginning in the next fiscal year after the effective date of this Agreement, if a Party exceeds their Capacity Rights or any individual component of the Capacity Rights set forth in Exhibit B, by any one of the following triggers based upon data available at the completion of a fiscal year: (1) Three percent (3%) in a fiscal year for any two consecutive fiscal years, (2) One MGD in a fiscal year for any two consecutive fiscal years, or (3) The equivalent Strength of one MGD in a fiscal year for any two consecutive fiscal years; then, the City shall prepare an amendment to Exhibit B that reflects a Contract Capacity Transfer for that Party based on the

available information about such Party's exceedance(s) and the methodology set forth in Exhibit E. After Phase 2 is completed, if, due to contract capacity transfers or reductions in capacity, the Pooled Capacity drops to less than two percent (2%) of the total Contract Capacity, a capacity study shall be initiated to evaluate existing facilities for new capacity. The City shall thereafter amend Exhibit B under the process set forth in Section 3.6 to reflect the new Contract Capacity for all Parties. Any changes to the methodology in Exhibit E shall be made pursuant to an Administrative Agreement subject to the Joint Administrative Approval Process described in Section 15.

4.4.3.2 Contract Capacity Transfers – Decreases in Fixed Capacity Components. Beginning in the next fiscal year after the effective date of this Agreement, if a Party can show through an independent report that its Monthly Average Daily Flow, annual average pounds per day of COD, annual average pounds per day of TSS, Incremental Peak Flow, or RSDP is projected to decrease ten percent (10%) or more below their Projected Future Strength and Flow Amounts using data from a minimum of three (3) consecutive prior fiscal years as support, then City shall prepare a proposed amendment to Exhibit B that reflects the new Projected Future Strength and Flow Amounts for all Parties based on such Party's decrease and other relevant information using sound engineering principles and the guidelines set forth in Exhibit E. The City's proposed amendment shall be subject to the Two-Party Approval Process. If approved, the City shall thereafter amend Exhibit B using the process set forth in Section 3.6.

4.4.3.3 If Exhibit B is amended to update one or more Parties' Projected Future Strength and Flow Amounts pursuant to Section 4.4.3.1 or 4.4.3.2, the change in Projected Future Strength and Flow Amounts shall be effective retroactively to the beginning of that fiscal year, and the City shall use the updated amounts in estimating quarterly payments and conducting year-end adjustments for Pure Water Program costs and revenues. Therefore, any Party that underpaid based on prior Exhibit B Fixed Capacity amounts (which were based on prior Projected Future Strength and Flow Amounts) shall pay the retroactive amount due in quarterly installments in its quarterly payments the following fiscal year; any Party that overpaid based on previous Exhibit B Fixed Capacity amounts shall receive a credit in quarterly installments in its quarterly payments the following fiscal year. Notwithstanding the preceding sentence, if the retroactive amount due exceeds 20% of a Party's average annual Metro System payments for the previous four (4) fiscal years, such Party may elect to pay the retroactive amount due in its quarterly payments over the subsequent four (4) fiscal years, with interest, based on the most recent quarterly earnings rate of the City's Treasurer's Pooled Rate of Return; any Party that overpaid in an amount that exceeds 20% of their annual average Metro System payments for the previous four (4) fiscal years based shall receive a credit in its quarterly payments spread over the following four (4) fiscal years.

4.5 Monitoring Flow and Strength.

4.5.1 The City shall monitor Flow and Strength. The City shall own and operate as part of the Metro System monitoring devices which will measure the amount of Flow discharged into the Metro System, unless otherwise agreed by the City and a Participating Agency. These devices shall be installed at locations appropriate to accurately monitor Flow and Strength. The City may also monitor Flow and Strength at other locations as it deems appropriate. For all

currently unmetered areas, unit counts or agreed upon flow estimates where unit counts are not appropriate shall be used. For adding or subtracting unit count areas, the average current Metro Flow per unit shall be used consistently for all Parties. These unmetered unit counts will be updated at least once every five (5) years. If the flow in an unmetered area is over 0.5 MGD at a specific connection point, then a meter shall be added for that area, if possible. Exhibit F provides the Flow formulas that shall be used to determine the payment obligation for each Party, or a grouping or subgrouping of Parties, as applicable. Exhibit F shall be distributed to all Parties with the budget estimates that are sent annually pursuant to Section 5.7.1. The City currently provides all Participating Agencies with access to their data from the Flow metering devices, including providing access to their raw data, and will continue to do so according to the Parties' established practices on the Effective Date of this Agreement. Changes to Exhibit F may be made upon the City's Administrative Approval.

4.5.2 In measuring Strength, the frequency and nature of the monitoring shall not be more stringent for the Participating Agencies than it is for the City. The frequency, nature, and locations of Strength measurements, as well as the procedures used to determine Strength, shall be reviewed at least once every five (5) years and if changes are appropriate or required, the City may change the Strength measurements subject to the Two-Party Approval process. When conducting sampling within a Participating Agency's service area, the City shall follow appropriate safety and security measures. The City and Participating Agencies will coordinate with the Participating Agency's operations staff to ensure facilities are not negatively impacted by inspections.

4.5.3 The City shall report Strength data to the Participating Agencies at least quarterly.

4.5.4 The City shall notify the Metro JPA's Executive Director and any directly affected Participating Agency within 24 hours of any unpermitted or unlawful discharge or release of effluent from the Metro System which may be reportable to the Regional Board, or any other regulatory agency, and which may result in civil or criminal penalties or administrative enforcement proceedings pursuant to Water Code sections 13261, et seq., section 13300, et seq., Government Code section 54740 et seq., or other provisions of law. Upon request from the Metro JPA or a Participating Agency, City shall provide the Metro JPA or affected Participating Agencies with copies of all non-privileged related correspondence to and from the Regional Board. The City shall endeavor to confer with Metro JPA staff during the report preparation process and before any report is submitted to a regulatory or enforcement agency.

5. FINANCE, BUDGETING, AND ACCOUNTING: SYSTEM OF CHARGES

5.1 Charges Authorized. The City agrees to implement, and the Parties agree to abide by a system of charges called Functional Allocated Billing (**FAB**). This system allows the City to equitably recover from all Participating Agencies their proportional share of the net Metro System Costs described in this section:

5.2 Functional Allocated Billing (FAB). The City shall annually determine the FAB rate based on the projected Metro System Costs (as defined below) for the forthcoming fiscal year, less all Metro System Revenues (as defined below). [A detailed illustration of the FAB methodology](#)

using sample data is attached hereto as Exhibit J (the **Sample FAB Calculation**) to assist the Parties in understanding how the FAB methodology works. Exhibit J provides an illustration of the application of FAB to applicable parameters and the derivation of unit rates and resulting charges. The Parties agree that Exhibit J is intended to promote transparency and a common understanding of the implementation of FAB under this Agreement, but the Parties acknowledge that Exhibit J is illustrative only and shall not control over the terms of this Agreement or the actual calculation of annual FAB rates, which shall be determined in accordance with this Section 5.

5.2.1 Calculation of FAB Rates.

5.2.1.1 The City shall determine the unit FAB rates by allocating net costs (Metro System Costs less Metro System Revenues) between the fixed and measured variable parameters of Capacity Rights, such as Monthly Average Daily Flow, Incremental Peak Flow, COD, TSS, and RSDP as set forth in Exhibit B. These allocations are based on the approved Functional-Design Methodology analyses for sewer system components and estimated Operation and Maintenance (O&M) Costs allocated to each parameter.

5.2.1.2 Beginning one (1) year after substantial completion of the final project of Phase 1 of the Pure Water Program for which sewer revenue funds were used, the City shall have the FAB, which includes the Functional Design Methodology, professionally reviewed at least once every five (5) years.

5.2.1.3 After conducting a professionally developed independent third-party report, the City may propose to change the FAB, including the Functional Design Methodology, to include any other parameter, or modify any term governed by this Section 5.2.1, by way of an Administrative Agreement subject to the Joint Administrative Approval Process set forth in Section 15. However, the City may revise the FAB, including the Functional Design Methodology at any time to include any other measurement required by law after the effective date of this Agreement subject to the City's Administrative Approval, in its sole discretion. City will notify all Participating Agencies of any such review or revision no later than sixty (60) days after City's Administrative Approval. Once approved, the FAB resulting from any review or revision under this Section will become the current approved version until it is revised by a future professional independent third-party study or a change in law.

5.2.1.4 Each of the parameters will have a fixed and variable O&M charge between 0% and 100%. Fixed Capacity Charges will be based on the Contract Capacity in Exhibit B. Variable charges will be based on measured parameters such as Metered Flow, Strength and RSDP.

5.2.1.5 Costs for capital improvements, capital replacement, and rehabilitation costs including financing shall be based on the approved Functional-Design Methodology and the Contract Capacity in Exhibit B.

5.2.1.6 The net cost allocated to each of the parameters shall be divided by the total Metro System quantity for that parameter to determine the unit rates for each parameter. These unit rates shall apply uniformly to all Parties.

5.3 Metro System Costs. The following shall at a minimum be considered Metro System Costs for purposes of calculating the annual FAB rate:

5.3.1 Except as provided in Section 5.4 (Excluded Costs), the annual Operation and Maintenance Costs and annual costs associated with administration, replacement, annual debt service costs and other periodic financing costs and charges, capital improvement, insurance premiums, claims payments and claims administration costs of the Metro System, including projected overhead, shall be calculated using generally accepted accounting practices to reflect the costs of the Metro System.

5.3.2 Fines or penalties imposed on the City as a result of the operation of the Metro System, unless the fine/penalty is allocated to the City or a Participating Agency as provided in Section 2.5.5.

5.4 Excluded Costs. The following items shall not be considered Metro System Costs for purposes of calculating the annual FAB rate:

5.4.1 Costs related to the City of San Diego's municipal sewer, water (including City Water Utility PWP Costs), and/or stormwater systems as determined by City's reasonable calculations consistent with sound engineering and best management practices.;

5.4.2 Right-of-way charges for the use of public streets of the City or any Participating Agency. The City and the Participating Agencies agree not to impose a right-of-way charge for the use of its public rights-of-way for Metro System purposes;

5.4.3 Capital Improvement Costs or Operations and Maintenance Costs of any non-Metro System facility not included in Exhibit A, including, but not limited to, any costs associated with the ECAWP Project;

5.4.4 Those costs otherwise identified as excluded costs in Section 6.3.

5.5 Metro System Revenues and Allocations. The following revenues shall be at a minimum considered Metro System Revenues for purposes of determining the annual FAB rate:

5.5.1 Any grant or loan receipts or any other receipts that are attributable to the Metro System or Metro System components of the Pure Water Program, including, but not limited to, all compensation or receipts from the sale, lease, or other conveyance or transfer of any asset of the Metro System or Metro System components of the Pure Water Program. Any such receipts attributable to the Metro System components of the Pure Water Program shall be allocated among the City and the Participating Agencies in the proportions set forth in Exhibit B Fixed Capacity amounts.

5.5.2 All compensation or receipts from the sale or other conveyance or transfer of any Metro System byproducts, including, but not limited to, gas, electrical energy, sludge products, and Recycled Water produced at the NCWRP and SBWRP and the future Central Area Plant.

5.5.3 Payments by the City's Water Utility for the Capital Expense Rate, as calculated under provisions in Section 6.7. These proceeds shall be allocated among the City and Participating Agencies in the proportions set forth in Exhibit B Fixed Capacity amounts.

5.5.4 Those portions of Repurified Water Revenue attributable to the Metro System, as calculated under provisions in Section 6.6.3. These revenues shall be allocated among the City and Participating Agencies in the proportions set forth in Exhibit B Fixed Capacity amounts.

5.5.5 Any other non-operating revenues, including, but not limited to interest income included in the income credit portion of the annual audit.

5.6 Excluded Revenue. The following revenues shall be excluded from Metro System Revenues for purposes of determining the annual FAB rate:

5.6.1 Proceeds from the issuance of debt for Metro System projects.

5.7 Estimate and Billing Schedule and Year End Adjustment.

5.7.1 The City shall estimate the FAB rates on an annual basis prior to January 15 and provide budget estimates for the upcoming fiscal year to all Parties. The City shall quantify the FAB rates by estimating the quantity of Flow, Strength, and Fixed Capacity Charges for each Party, based on that Party's Metered Flow for the past year and the cumulative data of sampling for Strength constituents such as COD and TSS over the preceding five years and Fixed Capacities set forth in Exhibit B. If the cumulative five-year Strength data is no longer indicative of discharge from a Party, and a Contract Capacity Transfer has been approved pursuant to Sections 4.4.3.1, 4.4.3.2, or 3.2, then the City may eliminate the previous higher readings subject to the City's Administrative Approval.

5.7.2 Prior to March 1 of each year the City will provide a mid-year review of the current year's Metro System Capital Improvement Costs and Operations and Maintenance Costs and offsetting non-operating revenues such as grant or loan proceeds, including fiscal year-end projections and provide such reviews to the Participating Agencies.

5.7.3 The City shall determine the volume of MBC Return on an annual basis and for billing purposes only. The costs of treating MBC Return shall be allocated to the Parties in proportion to their Metered Flow and Strength. If a Party's Monthly Average Daily Flow plus MBC Return exceeds their Contract Capacity set forth in Exhibit B, it shall not be treated as an exceedance pursuant to Section 4.4.3.1.

5.7.4 The City shall bill the Participating Agencies quarterly, invoicing on August 1, November 1, February 1 and May 1. Each bill shall be paid within thirty (30) days of mailing. Quarterly payments will consist of the total estimated cost for each Participating Agency, based on their estimated Flow, Strength, and Fixed Capacity Charges, divided by four.

5.7.5 At the end of each fiscal year, the City shall determine the actual Metro System Costs and the actual Metered Flow as well as the cumulative Strength data for the City and

each of the Participating Agencies. The City shall make any necessary adjustments to the unit rates for Flow and Strength such as COD, TSS and Fixed Capacity Charges based on actual costs for the year as determined through the annual audit process in Section 5.8.2 of this Agreement. The City shall then recalculate the FAB rate for the year using actual audited costs for the year, actual Metered Flow, Residuals, MBC Return, cumulative Strength factors, and Fixed Capacity Charges for the City and for each Participating Agency. The City shall credit any future charges or bill for any additional amounts due against the quarter after the prior year costs have been audited.

5.8 Financial Statements.

5.8.1 The City shall keep records and accounts of all costs and expenses relating to conveyance, treatment, disposal, and reuse of wastewater, and production of Repurified Water, and the acquisition, planning, design, construction, administration, monitoring, operation and maintenance of the Metro System and Water Repurification System, and any grants, loans, or other revenues received therefor. The City shall keep such records and accounts for at least four (4) years after the completed audit, or for any longer period required by law or outside funding sources.

5.8.2 Annual Audit. Said records and accounts shall be subject to reasonable inspection by any authorized representative of any Participating Agency at its expense. Further, said accounts and records shall be audited annually by an independent certified public accounting firm appointed by the City. A copy of said report shall be available to any Participating Agency. As part of said audit, the actual amount of City Water Utility's PW Costs, Pure Water Program costs attributable to the Metro System, Repurified Water Revenue, and the Capital Expense Rate shall be determined and audited by the City's external auditors and Participating Agency representatives, and a cumulative and annual summary of such amounts shall be included as a footnote or attached to the audit of the Metro System. Cost summaries shall include separate lines for Capital Improvement Costs and Operation and Maintenance Costs.

5.8.3 The City shall make a good faith effort to complete the annual audit, and any related adjustments under this Agreement as described in Section 5.8.2, by the end of the following fiscal year.

5.9 Debt Financing. The City retains the sole right to determine the timing and amount of debt financing required to provide Metro System Facilities. The annual debt service plus in-progress Capital Improvement Costs to maintain capacity in and of the Metro System shall be allocated to the Participating Agencies consistent with the Exhibit B Contract Capacity allocations effective on the date the debt is issued. If a Participating Agency wishes to prepay Capital Improvement Costs, and the City is able to accommodate such a request, then a Participating Agency may prepay their proportional share of Capital Improvement Projects. If a Participating Agency wishes to withdraw or reduce their Flows and/or Strengths from the Metro System per Section 2.3.3 of this Agreement, such agency will remain responsible for its pro-rata share of all outstanding debt incurred at the time the debt was issued until it is satisfied, irrespective of withdrawal, reduction in Flows and/or Strengths, or Agreement expiration. If the City refunds debt, it shall allocate such refunds consistent with the Exhibit B Contract Capacity allocations effective on the date the debt was issued.

5.10 Allocation of Operating Reserves and Debt Service Coverage. The Parties shall continue to comply with the protocol set forth in **Exhibit C, Administrative Protocol on Allocation of Operating Reserves and Debt Service Coverage to Participating Agencies**, which exhibit may be amended from time to time consistent with Section 5.11.

5.11 Amending the System of Charges. Except as otherwise provided in Section 5.2.1.63, the Parties may amend any provision in this Section 5 regarding the Finance, Budgeting, and Accounting System of Charges in an Administrative Agreement subject to the Joint Administrative Approval Process set forth in Section 15.

6. FINANCE, BUDGETING, AND ACCOUNTING: PURE WATER PROGRAM COST ALLOCATION AND REVENUES – PHASE 1

6.1 North City Water Reclamation Plant Modification. As part of Phase 1 of the Pure Water Program, the City intends to modify the North City Water Reclamation Plant (a Metro System facility) and expand its capacity to 52 MGD. In addition, the City intends to construct the North City Pure Water Facility on a nearby site to produce Repurified Water. This Section sets forth the costs and revenues associated with the Pure Water Program attributable to the Metro System. Exhibit A includes current constructed Metro System facilities and existing and proposed future Phase 1 facilities.

6.2 New, Expanded or Modified Metro System Facilities. Each new, expanded, or modified Metro System facility, which is part of the Pure Water Program, and is used in relation to the production of Repurified Water (in addition to the modification and expansion of the North City Water Reclamation Plant) shall be governed by this Section.

6.3 Costs Excluded from Metro System Costs – Phase 1. All of the following Pure Water Program costs, including Capital Improvement Costs, Operation and Maintenance Costs, and other related costs (including administration, insurance, claims, and overhead) shall be excluded from Metro System Costs for purposes of calculating the annual FAB rate.

6.3.1 General Exclusions:

6.3.1.1 Costs of the Water Repurification System and any Metro System facilities to the extent constructed, modified, expanded, or used for the purpose of treating wastewater beyond secondary treatment (ocean discharge standard under current law). This shall include costs for preliminary treatment, primary treatment, and secondary treatment to the extent such costs are higher than they would otherwise be due to the production of Repurified Water.

6.3.1.2 Costs for fail-safe disposal, if necessary, for design capacity for Repurified Water, including, but not limited to, any costs associated with the reservation of capacity at the Point Loma Wastewater Treatment Plant.

6.3.1.3 Costs for the demolition or replacement of existing Metro System facilities with similar facilities for the purpose of making space available for Water Repurification System facilities. Such costs may consider the current asset value or market value of the existing Metro System facility.

6.3.2 Cost Exclusions Specific to North City Water Reclamation Plant Improvements:

6.3.2.1 Costs for increased aeration tank volume to the extent the new volume exceeds the amount necessary to provide 52 MGD capacity. Determination of sizing to provide 52 MGD capacity shall be based on the current tank volume necessary to provide 30 MGD capacity.

6.3.2.2 Costs for the methanol feed system.

6.3.2.3 Costs for RSDP disposal, including, but not limited to, pump stations, pipelines, retreatment, ocean outfall, and monitoring.

6.3.2.4 Costs for the use of existing tertiary water filters for Repurified Water purposes. Such costs may consider the depreciated value of such filters or use such other appropriate valuation methods as agreed by the City and authorized representatives of the Metro JPA. Costs under this section shall be reimbursed or credited by City's Water Utility to the Metro System.

6.4 North City Water Reclamation Plant Improvement Costs Included as Metro System Costs. Notwithstanding the above exclusions, the City and the Participating Agencies have specifically agreed that the following Capital Improvement Costs and Operation and Maintenance Costs related to North City Water Reclamation Plant improvements shall be included as Metro System Costs for purposes of calculating the annual FAB rate (and therefore not qualify as City Water Utility PW Costs):

6.4.1 Costs for chemically enhanced primary treatment for up to 52 MGD capacity.

6.4.2 Costs for primary effluent equalization for up to 52 MGD capacity.

6.4.3 Costs for increased volume of aeration tanks that will provide up to, but not exceeding, 52 MGD capacity.

6.4.4 Costs to add secondary clarifier tanks sufficient for up to 52 MGD capacity.

6.4.5 Costs for wastewater conveyance facilities to provide wastewater for replacement of Centrate flows that cannot be treated at the North City Water Reclamation Plant due to the production of Repurified Water.

6.4.6 Costs for treatment and conveyance of all MBC Return (micro-filtration and tertiary backwash) based on Flow, COD, and TSS.

6.5 Reallocation of PWP Costs incurred since FY 2014.

6.5.1 The allocation of Pure Water Program costs, retroactive to June 30, 2014, will be calculated the year the Agreement goes into effect, will be completed no less than two fiscal years following the production of 30 MGD by Phase 1 of the Pure Water Program.

6.5.1.1 All the O&M task orders, or costs that cannot be directly assigned to a PWP Phase 1 capital improvement project such as program management, environmental documents, etc., will be reallocated by the final water/wastewater cost split, and will include interest accruing since June 2014 at the interest rate earned by the City of San Diego for each applicable fiscal year as shown by the sample interest calculation included in **Exhibit G, Sample of Interest Calculation**. This postpones the reconciliation of costs until the substantial completion of all construction projects for Phase 1 (City Water Utility PW Costs and Metro). This reconciliation will be performed during the audit of the fiscal year in which substantial completion of all projects occurs.

6.5.1.2 All Phase 1 PWP CIP projects were bid and awarded by October 2022 which is FY2023. All shared Phase 1 CIP projects will be reallocated to the actual construction cost split once the project is awarded, and the cost loaded CPM is completed and negotiated between the City and the Participating Agencies during the FY2023 audit. All CIP soft costs incurred since 2014 will be reallocated like the O&M task orders during the audit of the year of substantial completion of the actual Phase 1 CIP projects. If interest is owed to the Metro System for soft costs starting in FY 2014, such interest shall be considered Metro System Revenues consistent with Section 5.5.5.

6.6 Revenue Sharing for Repurified Water.

6.6.1 Background. Initially, the Parties anticipate that the cost per acre foot associated with the production of Repurified Water will be more expensive than the cost per acre foot of untreated imported water. However, it is anticipated that Repurified Water produced under Phase 1 will be less expensive than untreated imported water sometime in the future. Once Repurified Water produced under Phase 1 becomes less expensive than the cost of untreated imported water, the Parties agree that there will be revenue from the Pure Water Program.

6.6.2 Calculation. Revenue sharing shall occur in each fiscal year during which the annual cost per acre foot associated with the production of Repurified Water is less than the cost of untreated water per acre foot from the San Diego County Water Authority (“CWA”). The annual cost difference shall be known as “**Repurified Water Revenue.**” Repurified Water Revenue shall be determined as follows:

Annual cost per acre foot of CWA untreated water purchased by the City for delivery at Miramar Reservoir (which shall be determined based on the total costs for water actually billed to the City by CWA for water delivered at Miramar Reservoir in a fiscal year, divided by the number of acre-feet of CWA water delivered at Miramar Reservoir that year)

less

Annual cost per acre-foot of City Water Utility PW Costs (which shall be determined based on total annual City Water Utility PW Costs divided by the number of acre-feet of Repurified Water actually produced in that year)

the result of which is multiplied by

The number of acre feet of Repurified Water produced by Pure Water Program facilities during the applicable fiscal year.

Exhibit H, Summary of Billings from County Water Authority Showing Costs for Untreated Water, is a summary of the most recent CWA rate structure and cost allocations to the City of San Diego for untreated water. The Parties agree that Exhibit H shall be referred to by the Parties in the future in determining how costs for water delivered at Miramar Reservoir are calculated. If no untreated water is delivered at Miramar Reservoir in a given year, then the closest point of delivery of untreated water to the City shall be used. The City shall annually update Exhibit H to reflect the most recent CWA rate structure and cost allocations to the City of San Diego.

The City shall estimate whether there will be Repurified Water Revenue in the upcoming fiscal year prior to January 15 of each year, and these amounts shall be incorporated into the budget estimates for the upcoming fiscal year to all Parties.

6.6.3 Revenue Sharing. Repurified Water Revenue shall initially be shared between the City's Water Utility and the Metro System based on the relative actual Capital Improvement Costs for the Pure Water Program contributed by City's Water Utility and the Metro System. Such Capital Improvement Cost contributions are currently estimated as 62% City's Water Utility and 38% Metro System. The Metro System's portion of the Repurified Water Revenue shall be applied to debt attributable to the Metro System first, until the debt attributable to the Metro System is fully paid.

Following full payment of debt attributable to the Metro System, Repurified Water Revenue shall be shared based on the relative actual Operation and Maintenance Costs for Pure Water Program facilities contributed by City's Water Utility and the Metro System, calculated annually. Such Operation and Maintenance Costs are currently estimated as 76% City's Water Utility and 24% Metro System on an annual basis.

In all instances referred to in this Section 6.6.3, the Metro System portion of the Repurified Water Revenue shall be allocated among the City and the Participating Agencies consistent with Section 4.4.2.

6.6.4 Year-End Adjustment. At the end of each fiscal year during which there is Repurified Water Revenue, the City shall determine the actual cost per acre foot of CWA untreated water purchased by the City, the actual cost per acre foot of City Water Utility PW Costs, and the actual amount of Repurified Water produced at Pure Water Program facilities.

Based on the actual cost and production information, the City will recalculate the Repurified Water Revenue for the prior fiscal year. The City will credit any future charges or bill for any additional amounts due the quarter after the prior year costs have been audited.

6.6.5 Change in Potable Reuse Method. The Parties acknowledge that the Pure Water Program Phase 1 will initially use indirect potable reuse surface water augmentation. The use of CWA untreated water costs in calculating Repurified Water Revenue is intended to provide an appropriate point of comparison to costs for producing Repurified Water that will be introduced into surface water. The Parties agree that if the City desires to implement direct potable reuse (in which Repurified Water would be introduced directly into a water supply pipeline or facility), the Parties shall meet and negotiate in good faith regarding an amendment to this Section 6.6, to appropriately update the formula for Repurified Water Revenue, which form of amendment shall occur via an Administrative Agreement and shall be subject to the Joint Administrative Approval Process set forth in Section 15.

6.7 Capital Expense Rate.

6.7.1 Background. The Point Loma Wastewater Treatment Plant operates under a National Pollutant Discharge Elimination System (“NPDES”) permit modified under section 301(h) & (j)(5) of the Clean Water Act. If such modified permit were ever revoked or not renewed, the Parties agree that, under current law, the City would have an obligation to upgrade the PLWTP to secondary treatment. The Parties further agree that \$1.8 billion is a fair and comprehensive estimation of the costs that could be incurred by the Metro System to meet the legal requirements related to the Metro System under current law. The estimate of \$1.8 billion is based on the net present value of the capital cost to develop 180 MGD of secondary treatment at PLWTP as of November 15, 2018.

Therefore, the Parties agree that \$1.8 billion represents the maximum amount of Capital Improvement Costs that the Metro System should be obligated to contribute to the Pure Water Program, the purpose of which is not solely the disposal of wastewater, but also the production of Repurified Water. The Parties agree that this \$1.8 billion maximum contribution should apply whether or not the PLWTP is actually upgraded to secondary treatment to meet legal requirements in the future because, as of the date of the Agreement, the Parties have the option of upgrading the PLWTP to full secondary treatment for the cost of approximately \$1.8 billion.

In light of the above, the Parties have agreed that if Metro System costs related to the Pure Water Program exceed the \$1.8 billion, City’s Water Utility will pay a charge for each acre foot of secondary treated effluent produced by Metro System facilities and used for the production of Repurified Water.

6.7.2 Capital Expense Rate. Under the circumstances described in this Section 6.7, City's Water Utility shall pay a charge ("**Capital Expense Rate**") for each acre-foot of secondary treated effluent produced by Metro System facilities and used for the production of Repurified Water. The Capital Expense Rate costs or revenues attributable to the Metro System shall be assessed or credited consistent with Section 4.4.2. City's Water Utility shall pay the Capital Expense Rate if the following costs alone, or in combination, exceed \$1.8 billion (which amount shall be adjusted for inflation):

6.7.2.1 The sum of all Capital Improvement Costs and associated debt attributable to the Metro System components of the Pure Water Program under this Section 6.7.2; and/or

6.7.2.2 The sum of all Capital Improvement Costs and associated debt for the full or partial upgrading of the PLWTP to secondary treatment.

Notwithstanding the above, the Capital Expense Rate shall not apply if the PLWTP is actually upgraded to secondary treatment (or beyond) due to: (a) a change in federal or state statutory law making it necessary to upgrade the PLWTP to comply with such new discharge standard; or (b) a final decision by a state or federal court or a federal administrative agency of competent jurisdiction that an NPDES permit modified under section 301(h) & G)(5) of the Clean Water Act is thereby revoked or denied renewal due to a finding that the discharge from the PLWTP violates anti-degradation rules or regulations promulgated under section 403 of the Clean Water Act.

6.7.3 Calculation of Capital Expense Rate. The amount per acre-foot of the Capital Expense Rate shall be determined as follows:

<p>The sum of all Capital Improvement Costs and associated debt attributable to (i) the Metro System components of the Pure Water Program under this Section 6 and (ii) upgrading of the PLWTP to secondary treatment (if any)</p> <p style="text-align: center;"><i><u>less</u></i></p> <p>\$1.8 billion, as adjusted for inflation each July 1 (starting on July 1, 2019) to reflect the annual percentage change in the Engineering News Records – Los Angeles construction cost index</p>

the result of which is multiplied by

1.42 (which estimates the total interest on a 30-year State Revolving Fund loan with an interest rate of 2.5%)

the result of which is divided by

The total number of acre feet per year of secondary treated effluent that is expected to be produced by Metro System facilities for the production of Repurified Water over a period of thirty (30) years.

The City shall estimate whether the Capital Expense Rate shall apply to the upcoming fiscal year (and its amount) prior to January 15 of each year, and the estimated amount of the Capital Expense Rate shall be effective on July 1 of the upcoming fiscal year.

For purposes of this Section 6.7.3, Capital Improvement Costs and associated debt shall include such costs and revenue incurred by the Metro System prior to the effective date of the Agreement.

6.7.4 Year-End Adjustment. At the end of each fiscal year during which the Capital Expense Rate applies, the City shall determine the actual Capital Improvement Costs and associated debt attributable to the Metro System components of the Pure Water Program under this Section 6 and any upgrading of the PLWTP to secondary treatment, and the actual amount of secondary treated effluent produced by Metro System facilities and used for the production of Repurified Water.

Based on the actual cost, interest, and effluent information, the City will recalculate the Capital Expense Rate for the prior fiscal year. The City will credit any future charges or bill for any additional amounts due the quarter after the prior year costs have been audited.

6.7.5 Duration; Expiration. The Capital Expense Rate shall continue until the cost difference between (a) the actual sum of Pure Water Program Capital Improvement Costs and associated debt attributable to the Metro System under Section 6.7 and/or the costs to upgrade the PLWTP and (b) \$1.8 billion (as adjusted for inflation), has been fully paid, or the Agreement expires, whichever is sooner. Notwithstanding, it is the express intent and desire of the City and the Participating Agencies that if the Agreement expires before the cost difference has been paid through the Capital Expense Rate, that the Capital Expense Rate continue in any extension of this Agreement negotiated by the Parties pursuant to Section 14.2 until the cost difference has been fully paid.

6.8 Amending Pure Water Program Cost Allocation and Revenues – Phase 1. Except as otherwise provided in Section 6.6.2, the Parties may amend any provision in this Section 6 regarding the Finance, Budgeting, and Accounting for the Pure Water Program Cost Allocation and Revenues for Phase 1 in an Administrative Agreement subject to the Joint Administrative Approval Process set forth in Section 15.

**7. FINANCE, BUDGETING, AND ACCOUNTING: PURE WATER PROGRAM
COST ALLOCATION AND REVENUES – PHASE 2**

7.1 Pure Water Program – Phase 2. The Second Phase of the Pure Water Program (“Phase 2”) shall create up to an additional 53 MGD of Repurified Water at Phase 2 facilities. The Parties agree to incorporate all terms relating to Phase 2 into this Agreement through an Administrative Agreement subject to the Joint Administrative Approval Process set forth in Section 15, subject to the requirements set forth in this Section 7 below.

7.2 Costs Excluded As Metro System Costs.

Costs Excluded from Metro System Costs for Phase 2 shall be identified in an Administrative Agreement subject to the Joint Administrative Approval Process and approvals set forth in Section 15. However, the Administrative Agreement must reflect that all of the following PWP Phase 2 costs, including Capital Improvement Costs, Operation and Maintenance Costs, and other related costs (including administration, insurance, claims, and overhead) shall be excluded from Metro System Costs for the purposes of calculating the annual Phase 2 FAB rate, and shall be City Water Utility PW Costs:

7.2.1 Costs of the Phase 2 Water Repurification System and any Metro System facilities to the extent constructed, modified, expanded, or used for the purpose of treating water beyond secondary treatment (ocean discharge standard under current law). This shall include costs for preliminary treatment, primary treatment, and secondary treatment to the extent such costs are higher than they would otherwise be due to the production of Phase 2 Repurified Water.

7.2.2 Costs for fail-safe disposal, if necessary, for design capacity for Phase 2 Repurified Water, including, but not limited to, any costs associated with the reservation of capacity at the Point Loma Wastewater Treatment Plant.

7.2.3 Costs for the demolition or replacement of existing Metro System facilities with similar facilities for the purpose of making space available for Phase 2 Water Repurification System facilities. Such costs may take into account the current asset value or market value of the existing Metro System facility.

7.2.4 Costs for the Phase 2 methanol feed system.

7.2.5 Costs for Phase 2 RSDP disposal including, but not limited to, pump stations, pipelines, retreatment, ocean outfall, and monitoring.

7.2.6 50% of the costs for the MBR Tanks and system for Phase 2.

7.2.7 All membrane integrity monitoring systems for Phase 2.

7.2.8 All Phase 2 systems downstream of MBR’s.

7.3 Revenue Sharing for Repurified Water – Phase 2. Terms regarding revenue sharing for Repurified Water for Phase 2 shall be identified in an Administrative Agreement subject to the

Joint Administrative Approval Process set forth in Section 15. However, this Administrative Agreement must reflect terms related to Phase 2 revenue sharing for Repurified Water that conceptually mimic those terms set forth in Section 6.6. The Metro System portion of the Repurified Water Revenue for Phase 2 shall be allocated among the City and the Participating Agencies consistent with Section 4.4.2, as may be amended or updated to account for changes in PWP Phase 2.

7.4 **Capital Expense Rate – Phase 2.** Terms regarding the Capital Expense Rate for Phase 2 shall be identified in an Administrative Agreement subject to the Joint Administrative Approval Process and approvals set forth in Section 15. However, this Administrative Agreement must reflect terms that conceptually mimic the terms in Section 6.7, reflecting a continuation of the Capital Expense Rate through Phase 2 up until the PWP achieves up to 83 MGD of Repurified Water, taking into account production of water suitable for potable reuse occurring at all treatment processes for wastewater upstream from and at the PLWTP. The Pure Water Program Capital Expense Rate costs or revenues attributable to the Metro System shall be assessed or credited consistently with Section 4.4.2, as may be amended or updated to account for changes in PWP Phase 2.

8. FUTURE NEGOTIATIONS AND COOPERATION

This Agreement specifically contemplates Phase 1 and Phase 2 of the Pure Water Program, which consists of new, expanded, or modified Metro System and Water Repurification System facilities projected to produce up to 83 million gallons per day of Repurified Water. The Parties intend to meet and negotiate in good faith regarding the referenced Administrative Agreements identified in this Agreement. All items outside the scope of the Joint Administrative Approval Process shall be negotiated by the Parties through the amendment processes described in Section 16.3, if necessary.

9. THE METRO COMMISSION

9.1 **Establishment and Membership.** The 1998 Agreement created and established (and the ARA reestablished) the Metro Commission as a commission consisting of one representative from each Participating Agency. On October 25, 2000, the Participating Agencies entered into a Joint Exercise of Power Agreement which created a separate public entity, the Metro Wastewater Joint Powers Authority (“**Metro JPA**”), for the purpose, among others, of taking responsibility, actions, and making decisions pertaining to the 1998 Agreement on behalf of the Participating Agencies. The Metro Commission and the Metro JPA are and shall hereinafter be treated as one and the same entity for all intents and purposes under this Agreement, including for the purpose of accepting and executing the responsibilities delegated to the Metro JPA in this Agreement. Each Participating Agency shall have the right to appoint a representative of its choice to the Metro Commission/Metro JPA, and the Participating Agency’s appointee to the Metro Commission shall also serve as that Participating Agency’s representative on the Metro JPA Board of Directors. If a Participating Agency is a dependent district whose governing body is that of another independent public agency, that Participating Agency shall be represented on the Metro Commission/Metro JPA by a representative appointed by the governing body which shall have no more than one representative no matter how many Participating Agencies it governs. Each member

has one vote in any matter considered by the Metro Commission/Metro JPA. The Metro Commission/Metro JPA shall establish its own meeting schedule and rules of conduct. The City may participate in the Metro Commission on an ex officio, non-voting basis. To the extent this Agreement expands or amends the powers or purposes set forth in the Metro JPA Joint Exercise of Powers Agreement, the Participating Agencies expressly agree to such expansion or amendment consistent with the terms of this Agreement.

9.2 Advisory Responsibilities of Metro JPA.

9.2.1 The Metro JPA shall act as an advisory body to the Mayor and City Council on policy issues and matters affecting and relating to the Metro System and shall be included in the City's list of boards and commissions on the City's website. The City shall present the position of the majority of the Metro JPA to the City's governing body in written staff reports. The Metro JPA may prepare and submit materials in advance and may appear at any City hearings on Metro System matters and present its position to the governing body of the City.

9.2.2 The Metro JPA may advise the City of its position on any issue relevant to the Metro System.

9.3 Delegation of Decision-Making Authority of the Metro JPA. The Participating Agencies hereby delegate to the Metro JPA the authority to take certain actions pursuant to the approval processes provided in this Agreement, as permitted by law, including but not limited to Government Code 6506. The Participating Agencies agree that the Metro JPA has delegated authority to approve Administrative Agreements on behalf of each Participating Agency pursuant to the process set forth in Section 15. The Participating Agencies agree and acknowledge that the Metro JPA has authority to bind each Participating Agency to Administrative Agreements through the Joint Administrative Approval Process. All Participating Agencies agree to promptly execute Administrative Agreements after approval by the Metro JPA. By signing this Agreement, each Participating Agency is expressly preapproving such actions.

9.4 Standing. If a dispute arises among the Parties relating to or arising from a Party's obligation under this Agreement or an associated Administrative Agreement, the Metro JPA shall have standing to enforce the terms of this Agreement against the City on behalf of two or more Participating Agencies if a majority of the Metro JPA votes to take action relating to this Agreement on behalf of two or more Participating Agencies.

10. DISPUTE RESOLUTION

This Section governs all disputes arising out of this Agreement and any associated Administrative Agreements.

10.1 Mandatory Non-Binding Mediation. If a dispute arises among the Parties relating to or arising from a Party's obligations under this Agreement or an associated Administrative Agreement that cannot be resolved through informal discussions and meetings, the Parties involved in the dispute shall first endeavor to settle the dispute in an amicable manner, using mandatory non-binding mediation under the rules of JAMS, AAA, or any other neutral

organization agreed upon by the Parties before having recourse in a court of law. Mediation shall be commenced by sending a Notice of Demand for Mediation to the other Party or Parties to the dispute. A copy of the notice shall be sent to the City, all other Participating Agencies, and the Metro JPA.

10.2 Selection of Mediator. A single mediator that is acceptable to the Parties involved in the dispute shall be used to mediate. The mediator will be knowledgeable in the subject matter of this Agreement, if possible, and chosen from lists furnished by JAMS, AAA, or any other agreed upon mediator.

10.3 Mediation Expenses. The expenses of witnesses for either side shall be paid by the Party producing such witnesses. All mediation costs, including required travel and other expenses of the mediator, and the cost of any expert advice produced at the direct request of the mediator, shall be Metro System costs.

10.4 Conduct of Mediation. Mediation hearings will be conducted in an informal manner. Discovery shall not be allowed. The discussions, statements, writings and admissions and any offers to compromise during the proceedings will be confidential to the proceedings (pursuant to California Evidence Code sections 1115 - 1128 and 1152) and will not be used for any other purpose unless otherwise agreed by the Parties in writing. The Parties may agree to exchange any information they deem necessary. The Parties involved in the dispute shall have representatives attend the mediation who are authorized to settle the dispute, though a recommendation of settlement may be subject to the approval of each agency's boards or legislative bodies. Either Party may have attorneys, witnesses or experts present.

10.5 Mediation Results. Any resultant agreements from mediation shall be documented in writing. The results of the mediation shall not be final or binding unless otherwise agreed to in writing by the Parties. Mediators shall not be subject to any subpoena or liability and their actions shall not be subject to discovery.

10.6 Performance Required During Dispute. Nothing in this Section shall relieve the City and the Participating Agencies from performing their obligations under this Agreement. The City and the Participating Agencies shall be required to comply with this Agreement, including the performance of all disputed activity and disputed payments, pending the resolution of any dispute under this Agreement.

11. INSURANCE

11.1 City Shall Maintain All Required Insurance.

11.1.1 Throughout the term of this Agreement the City shall procure and maintain in effect liability insurance covering Metro System assets and operations in the same manner, and to the same extent, as the City insures similar assets and operations of the City. Such insurance may be provided through separate policies for the Metro System, or by consolidating the Metro System with other City assets and operations for insurance purposes. If the Metro System is insured separately, policy limits, deductibles, and self-insured retentions shall be equivalent to what the

City procures for other similar City assets and operations. The City shall maintain all insurance required by law, including workers' compensation insurance, and may self-insure for certain losses when allowed by law. The proportionate cost of insurance for the Metro System shall be included in the computation of the FAB.

11.1.2 If the Metro System is insured separately, any policy or policies of liability insurance carried by the City for the Metro System shall name the Participating Agencies as additional insureds with evidence of same supplied to each upon request.

11.1.3 Upon request by the Metro JPA or a Participating Agency, the City shall promptly provide written coverage and policy information, including, but not limited to, the scope of coverage, policy limits, deductibles, and self-insured retentions, including information on any claims made against the policies and remaining limits and deductibles.

11.2 Substantially Equivalent Coverage. In the event of a transfer of the Metro System to a nonpublic entity pursuant to Section 2.1, coverage substantially equivalent to all the above provisions shall be maintained by any successor in interest.

12. INTERRUPTION OF SERVICE

Should the Metro System services to the Participating Agencies be interrupted as a result of a major disaster, by operation of federal or state law, or other causes beyond the City's control, the Participating Agencies shall continue all payments required under this Agreement during the period of interruption.

13. NOTICES REQUIRED UNDER AGREEMENT

The City and each Participating Agency shall give notice when required by this Agreement. All notices required by this Agreement must be in writing and must be sent via email and either served personally or mailed via first class U.S. mail. The notices shall be sent to the officer listed for each Party, at the address and email address listed for each Party in **Exhibit D, Notice Listing**, in accordance with this Section. If a Party wishes to change the officer and/or address to which notices are given, the Party shall notify all other Parties in accordance with this Section. Upon such notice, the City shall amend Exhibit D to reflect the changes. The amendment shall be made within sixty (60) days after receipt of the Party's notice regarding the change in officer and/or address. The City shall keep an updated version of Exhibit D, notated with the most recent amendment date, on file with the City Public Utilities Department. The City shall provide a copy of the amended Exhibit D to all Parties by no later than sixty (60) days after amending Exhibit D.

14. EFFECTIVE DATE AND EXPIRATION

14.1 Effective Date. ~~This Once all Parties have executed this Agreement, this Agreement shall be considered effective on July 1, 2026 irrespective of the fiscal year commencing after execution by the City and all of the Participating Agencies and shall be dated as of the signature date of on which the last executing Party. For example, irrespective of whether the last executing Party signs this Agreement on September 1, 2025, January 1, 2026, or June 30, 2026, the effective date of the Agreement would be July 1, 2026.~~

- 38 -

40-23-25

6-12-26

4907-3419-68444932-3639-7499

4908-4931-4742

14.2 Expiration. Subject to the rights and obligations set forth in Section 14.3, unless amended, replaced, or terminated earlier by mutual consent of all the Parties, this Agreement shall expire on June 30, 2065. This Agreement is subject to extension by agreement of the Parties. The Parties shall commence discussions on an agreement to provide wastewater treatment services beyond the year 2065 on or before December 31, 2055, or at such time, if any, that the PLWTP is required to be upgraded to secondary treatment. The Parties may create, amend or terminate any associated Administrative Agreements addressing implementation of this Agreement, as provided in this Agreement.

14.3 Contract Capacity Rights Survive Expiration. The Participating Agencies' Contract Capacity rights and rights to obtain wastewater treatment services from the facilities referred to in, or constructed pursuant to this Agreement shall survive the expiration of the Agreement. Provided, however, for any Participating Agency to exercise such rights, the Participating Agency shall comply with all the following requirements: (a) provide at least six months' written notice prior to the expiration of this Agreement; (b) upon expiration of this Agreement, pay their proportional share of Metro System Costs according to the billing methodologies set forth in this Agreement in order to maintain their right(s) to such wastewater treatment services; and (c) agree to recalculate and pay proportional share of future Metro System Costs based on the City's and all remaining Participating Agencies' proportionate shares. In the event this Agreement expires and one or more Participating Agency(ies) continue to pay their proportional share of all Metro System Costs, the City shall have the right to continue managing, operating, and expanding the Metro System subject to the same terms set forth in this Agreement, unless otherwise agreed to in writing by and between the City and a Participating Agency. In the event one or more Participating Agency(ies) exercise its/their right(s) to maintain Contract Capacity and wastewater treatment services, such Participating Agency(ies) shall also maintain the right to continue receiving any and all revenues contemplated by this Agreement, including, but not limited to, Metro System Revenues.

14.4 Abandonment. After June 30, 2065, the City may abandon operation of the Metro System upon delivery of notice to the Participating Agencies ten (10) years in advance of said abandonment. Upon notice by the City to abandon the Metro System, the Parties shall meet and confer over the nature and conditions of such abandonment. In the event the Parties cannot reach agreement, the matter shall be submitted to mediation under Section 10. In the event of abandonment, the City shall retain ownership of all Metro System assets free of any claim of the Participating Agencies. Abandonment by the City with continued operation by a different entity shall not terminate or affect a Contract Capacity rights of a Participating Agency so long as that Participating Agency has continued to pay their proportional share of Capital Improvement Costs and Operation and Maintenance Costs according to the billing methodologies set forth in this Agreement. Nothing in this language shall be construed to require the City to continue as operator of the Metro System after the ten-year (10) notice period has run.

15. ADMINISTRATIVE AGREEMENTS

15.1 Use and Process for Administrative Agreements.

15.1.1 Purpose. Administrative Agreements are intended to implement the intent of the Parties in an efficient and effective manner without reopening or renegotiating the terms of

this Agreement. Administrative Agreements are limited to addressing issues that are authorized by this Agreement. Administrative Agreements are separate and distinct from Exhibits to this Agreement, and are designed to address procedural, operational, technical, and administrative issues. Terms in this Agreement may only be modified through the Joint Administrative Approval Process if this Agreement expressly authorizes the use of an Administrative Agreement.

15.1.2 Amendments, Supplements, or Successors to Administrative Agreements.

Where this Agreement refers to an Administrative Agreement, such reference shall include any amendment(s) to that Administrative Agreement or supplemental or successor Administrative Agreement(s).

15.1.3 Function. Administrative Agreements are made among all the Parties but deal with a specific function or group of like functions, for the benefit of regional wastewater treatment within the Metro System, or for the implementation of this Agreement.

15.1.4 Current Agreements. The Administrative Agreements which are approved and executed simultaneously with the execution of this Agreement are listed **Exhibit I, List of Administrative Agreements**. The City shall update Exhibit I each time an Administrative Agreement is approved, amended, revised or terminated pursuant to this Agreement.

15.1.5 Development and Joint Administrative Approval Process. Any Party can present an Administrative Agreement, or an amendment or supplement thereto, or termination thereof, to the City for approval by way of the **Joint Administrative Approval Process** set forth in this Section. The City will endeavor in good faith to respond within 60 days of submission of a proposed Administrative Agreement. If the City needs additional time to evaluate the proposed Administrative Agreement, it will advise all Participating Agencies in writing of the anticipated review time. Once an Administrative Agreement receives City's Administrative Approval, then, with respect to the Participating Agencies, the proposed Administrative Agreement may be presented to the Metro JPA at a duly noticed meeting for review and a first reading. Sixty (60) days or more after the first reading, after the Metro JPA Directors have had opportunity to consult with their respective agency staff and governing boards, the Administrative Agreement may be presented at a duly noticed meeting for a second reading and approved upon an affirmative vote by no less than two-thirds of the members of the Metro JPA during a duly noticed public meeting (in other words, upon the affirmative vote of at least eight or more of the twelve members of the Metro JPA, irrespective of how many Metro JPA Directors are present at the meeting, unless the number of Participating Agencies changes)-), except that any changes to (i) the FAB, including the Functional Design Methodology required to be approved by way of an Administrative Agreement under Section 5.2.1.3, (ii) how Repurified Water Revenue is shared under Section 6.6, (iii) how the Capital Expense Rate is determined as set forth in Section 6.7; or (iv) how Pure Water Program Cost Allocation and Revenues for Phase 2 are calculated under Section 7, shall require approval by no less than three-quarters of the members of the Metro JPA during a duly noticed public meeting (in other words, upon the affirmative vote of at least nine or more of the twelve members of the Metro JPA, irrespective of how many Metro JPA Director are present at the meeting, unless the number of Participating Agencies changes). If the second reading does not occur within One Hundred and Twenty (120) days after the first reading, the proposed Administrative Agreement shall no longer be taken into consideration, unless the City and the Metro JPA Directors agree to a

different timeline. An Administrative Agreement, amendment thereto, or termination thereof, must receive City's Administrative Approval and at least a two-third affirmative vote by the Metro JPA Directors before it can become effective. Administrative Agreements are binding contracts as against the City and all Participating Agencies, irrespective of whether or not any Participating Agency's particular Metro JPA Director voted to approve the agreement or not, or was absent or abstained. The Metro JPA has the authority to bind the Participating Agencies to Administrative Agreements pursuant to the delegated authority provided to the Metro JPA in Section 9.3 herein.

16. GENERAL

16.1 Exhibits.

16.1.1 Exhibit List. This Agreement references Exhibits A through J. Each exhibit is attached to this Agreement and is incorporated herein by reference. All exhibits to this agreement shall be listed in **Exhibit JK, Exhibit List**. The City shall update the Exhibit List from time to time each time an Exhibit is amended or revised pursuant to this Agreement.

16.2 Electronic Exhibits and Attachments. Acknowledgement and Acceptance: The Parties hereby acknowledge and agree that the exhibit(s) and attachment(s) related to this Agreement, or any of its associated Administrative Agreements, indicated as an Electronic Exhibits above (collectively, the "**Electronic Exhibits**") may be in an electronic format that cannot be readily or accurately converted into a physical or printed form. The Parties expressly agree that such Electronic Exhibits shall nonetheless be deemed to be valid and enforceable attachments to this Agreement and shall be incorporated by reference as if fully set forth herein.

16.2.1 Identification and Access: All Electronic Exhibits shall bear the same Exhibit identifier and name (i.e., Exhibit A – Metro Facilities) set forth in the Exhibit List, and shall be clearly identified as an Electronic Exhibit in the Exhibit List, including a file name, a time stamp of file, and a note indicating the software used to open and view the file, including version. The Electronic Exhibit shall be loaded on to a CD-ROM, DVD-ROM, or other electronic storage medium that is a write-once medium without the ability to further edit. Each Party shall receive an identical copy of the Electronic Exhibit(s) via identical storage mediums. The City shall ensure that all Participating Agencies have full and unrestricted access to Electronic Exhibits for the duration of the Agreement and any applicable retention period thereafter, including by providing access to any necessary software, applications, or systems required to view, interact with, or manipulate the Electronic Exhibits in their native format; such as through website access via the GIS Online platform: <https://sandiego.maps.arcgis.com>. No interaction or manipulation of any Electronic Exhibit shall in any way constitute a bona fide change or amendment to the Electronic Exhibit.

16.2.2 Storage and Security: Each Party shall be responsible for securely storing and maintaining the integrity of the Electronic Exhibits in their possession or control. This includes, but is not limited to, implementing and maintaining reasonable and appropriate technical, administrative, and physical safeguards to protect the confidentiality, availability, and integrity of the Electronic Exhibits, and to prevent unauthorized access, disclosure, alteration, or destruction thereof.

16.2.3 Authentication and Admissibility: The Parties hereby stipulate and agree that the Electronic Exhibits shall be deemed to be original documents and authentic for all purposes under applicable law, and that the Parties may rely upon and introduce such Electronic Exhibits as evidence in any proceeding arising out of or relating to this Agreement, without the need for further foundation, authentication, or certification.

16.2.4 Receipt and Completeness: Each Party hereby acknowledges and confirms that they have received, reviewed, and had a reasonable opportunity to inspect all Electronic Exhibits that are attached to and incorporated into this Agreement as of the Effective Date. By executing this Agreement, each Party represents and warrants that, to the best of their knowledge, the Electronic Exhibits are complete, accurate, and free from material errors, omissions, or defects. The Parties further agree to notify the other Party promptly upon discovering any discrepancies or inaccuracies in the Electronic Exhibits, and to cooperate in good faith to resolve any such issues in a timely manner.

16.2.5 Amendments and Modifications to Electronic Exhibits: Any amendments or modifications to the Electronic Exhibits shall be made in accordance with the procedures set forth in this Agreement for amending or modifying the terms and conditions hereof, and any such amended or modified Electronic Exhibits shall be deemed to replace and supersede any prior version thereof. Amended Electronic Exhibits shall also be loaded onto a new and separate CD-ROM, DVD-ROM, or other electronic storage medium that is a write-once medium without the ability to further edit. Each Party shall receive identical copies of the Electronic Exhibits via identical storage mediums. Amended Electronic Exhibits shall bear identical Exhibit Identifiers as their predecessor exhibits, but with a different suffix (for example, Exhibit A, when amended, shall be identified as Exhibit A-1, a subsequent amendment shall be identified as Exhibit A-2, etc.).

16.3 Amendments to Agreement. There shall be four (4) ways to amend, modify, and/or change the terms set forth in this Agreement:

16.3.1 Amendments. Except as set forth in Sections 16.3.2, 16.3.3, and 16.3.4, amendments to this Agreement require the approval of all Parties. Such amendments must be in writing and signed by a duly authorized representative from each Party. Unless specifically referenced as being subject to one of the approval mechanisms set forth in Sections 16.3.2, 16.3.3, or 16.3.4 below, any amendment, modification, and/or changes to the terms of this Agreement must occur pursuant to this Section 16.3.1. This provision controls over all other provisions in this Agreement.

16.3.2 Joint Administrative Approval Process. As set forth in this Agreement, the Joint Administrative Approval Process requires the approval described in Section 15.1.5. The following actions may be taken subject to the Joint Administrative Approval Process:

- (a) Agreements for New Contract Capacity as specifically set forth in Section 3.3
- (b) Addition of new Metro Facilities or conversion of City facility to a Metro facility as specifically set forth in Section 4.2

- (c) Changes to Exhibit E (Methodology for Contract Capacity Transfers)
- (d) Revisions to FAB as specifically set forth in Section 5.2.1.3, except as provided therein
- (e) Changes to Finance, Budgeting, and Accounting System of Charges as specifically set forth in Section 5.11
- (f) Changes to Costs Excluded from Metro System Costs – Phase 1 as specifically set forth in Section 6.3
- (g) Amending the formula for Repurified Water Revenue as specifically set forth in Section 6.6.2
- (h) Changes to Finance, Budgeting, and Accounting for the Pure Water Program Cost Allocation and Revenues for Phase 1 as specifically set forth in Section 6.8
- (i) Certain terms relating to Phase 2 as specifically set forth in Section 7.1
- (j) Changes to Costs Excluded from Metro System Costs – Phase 2 as specifically set forth in Section 7.2
- (k) Terms regarding revenue sharing for Repurified Water for Phase 2 as specifically set forth in Section 7.3
- (l) Terms regarding the Capital Expense Rate for Phase 2 as specifically set forth in Section 7.4
- (m) Creation, changes, amendments, modifications to, or terminations of any Administrative Agreements as specifically set forth in Article 15.

16.3.3 Two-Party Approval. As set forth in this Agreement, Two-Party Approval requires the City’s Administrative Approval and a two-thirds (2/3) vote or greater of the Metro JPA Directors present at a duly noticed Metro JPA public meeting. The following actions may be taken subject to Two-Party Approval:

- (a) Determinations regarding liability as specifically set forth in Section 2.5.5
- (b) Contract Capacity Transfers – Decreases as specifically set forth in Section 4.4.3.2

- (c) Changes to Strength measurements as specifically set forth in Section 4.5.2

16.3.4 City Administrative Approval. As set forth in this Agreement, the City's Administrative Approval requires discussion, evaluation, and approval by the Director of the City of San Diego's Public Utilities Department or their designee. The City may, in the City's sole discretion, refer a decision subject to the City's Administrative Approval to the City Council for a recommendation, approval, or other action. No action is required on the part of a Participating Agency. The following actions may be taken subject to the City's Administrative Approval:

- (a) Transfers of Contract Capacity as specifically set forth in Section 3.2
- (b) Reductions in Metro System Capacity as specifically set forth in Section 3.4
- (c) Amending Exhibit B as specifically set forth in Section 3.6
- (d) Amending Exhibit A as specifically set forth in Section 4.2
- (e) Contract Capacity Transfers – Increases as specifically set forth in Section 4.4.3.1
- (f) Changes to Exhibit F (Metro System Flow Formulas and Sampling Locations) as specifically set forth in Section 4.5.1
- (g) Changes to FAB to include measurements required by law as specifically set forth in Section 5.2.1.3
- (h) Changes to Exhibit H if CWA changes their rate structure as specifically set forth in Section 6.6.2
- (i) Changes to Exhibit D (Notice) as specifically set forth in Section 13.

16.4 Construction of Agreement.

16.4.1 Drafting of Agreement. It is acknowledged that the City and the Participating Agencies, with the assistance of competent counsel, have participated in the drafting of this Agreement and that no ambiguity should be construed for or against the City or any Participating Agency on account of such drafting.

16.4.2 Entire Agreement. The City and each Participating Agency represent, warrant and agree that no promise or agreement not expressed herein has been made to them, that this Agreement contains the entire agreement between the Parties, that this Agreement supersedes any and all prior agreements or understandings between the Parties unless otherwise provided herein, and that the terms of this Agreement are contractual and not a mere recital; that in executing this Agreement, no Party is relying on any statement or representation made by the other Party, or

the other Party's representatives concerning the subject matter, basis or effect of this Agreement other than as set forth herein; and that each Party is relying solely on its own judgement and knowledge.

16.4.3 Agreement Binding on All; No Third-Party Beneficiaries. This Agreement shall be binding upon and shall inure to the benefit of each of the Parties, and each of their respective successors, assigns, trustees or receivers. All the covenants contained in this Agreement are for the express benefit of each and all such Parties. This Agreement is not intended to benefit any third parties, and any such third-party beneficiaries are expressly disclaimed.

16.4.4 Severability.

16.4.4.1 Should any provision of this Agreement or any associated Administrative Agreement be held invalid or illegal, such invalidity or illegality shall not invalidate the whole of the Agreement, but, rather, the Agreement shall be construed as if it did not contain the invalid or illegal part, and the rights and obligations of the Parties shall be construed and enforced accordingly except to the extent that enforcement of the Agreement without the invalidated provision would materially and adversely frustrate either the City's or a Participating Agency's essential objectives set forth in this Agreement or the applicable Administrative Agreement.

16.4.4.2 Should a court determine that one or more components of the allocation of costs set forth in this Agreement or any associated Administrative Agreement places the City or a Participating Agency in violation of Article XIII D, Section 6 of the California Constitution with respect to their ratepayers, such components shall no longer be of force or effect. In such an event, the City and the Participating Agencies shall promptly meet to renegotiate the violative component of the cost allocation to comply with Article XIII D, Section 6 of the California Constitution, and use the dispute resolution process in Section 10 of this Agreement if an agreement cannot be reached through direct negotiation.

16.4.4.3 Should a state or federal agency provide a final, written determination that the method of allocating Pure Water Program Capital Improvement Costs under this Agreement violates the requirements of state or federal grants or loans which are, or will be, used to fund the wastewater components of the Pure Water Program, such allocation method will no longer be of any force or effect. In such an event, the allocation of Repurified Water Revenue and the Capital Expense Rate will continue to be based on the Parties' actual payments to fund the Pure Water Program Capital Improvement Costs attributable to the Metro System. The City and the Participating Agencies shall also promptly meet to negotiate an alternative cost allocation method that would comply with such grant or loan funding requirements.

16.4.5 Choice of Law. This Agreement and any of its associated Administrative Agreements shall be construed and enforced pursuant to the laws of the State of California.

16.4.6 Recognition of San Diego Sanitation District as Successor to Certain Parties. The Parties hereby acknowledge and agree that the San Diego County Sanitation District is a Participating Agency under this Agreement as the successor in interest to the Alpine Sanitation

District, East Otay Mesa Sewer Maintenance District, Lakeside Sanitation District, Spring Valley Sanitation District, and Winter Gardens Sewer Maintenance District.

16.5 Declarations Re: Agreement.

16.5.1 Understanding of Intent and Effect of Agreement. The Parties expressly declare and represent that they have read the Agreement and that they have consulted with their respective counsel regarding the meaning of the terms and conditions contained herein. The Parties further expressly declare and represent that they fully understand the content and effect of this Agreement and they approve and accept the terms and conditions contained herein, and that this Agreement is executed freely and voluntarily.

16.5.2 Warranty Regarding Obligation and Authority to Enter Into This Agreement. Each Party represents and warrants that its respective obligations herein are legal and binding obligations of such Party, that each Party is fully authorized to enter into this Agreement, and that the person signing this Agreement hereinafter for each Party has been duly authorized to sign this Agreement on behalf of said Party.

16.6 Right to Make Other Agreements. Nothing in this Agreement limits or restricts the right of the City or the Participating Agencies to make separate agreements among themselves, including through joint powers agreements, without the need to amend this Agreement, provided that such agreements are consistent with this Agreement. Nothing in this Agreement or Section 6 limits or restricts the right of the City or the Participating Agencies to enter into separate agreements regarding the industrial pretreatment program, or for the purchase or sale of Repurified Water produced by the Water Repurification System, or sharing in City Water Utility PW Costs; however, such agreements shall not affect the cost allocation and Metro System revenues delineated in Section 5.

16.7 Statute of Limitations to Resolve Billing Issues. Notwithstanding any longer statute of limitations in State law, if the City or a Participating Agency wishes to dispute a bill (including, but not limited to, an audited bill or an audit reconciliation) on the basis of an alleged overpayment or underpayment arising under this Agreement, the Party alleging the dispute must provide written notice regarding the disputed bill to all Parties to this Agreement promptly upon discovery of such a billing issue. The written notice shall invoke or reference this Section. The Parties agree that such refunds or collections shall not accrue for more than three (3) years from the date that such billing is received by the Participating Agency, or one (1) year from the date that an audited reconciliation is received by the Participating Agency, whichever date is later. The City and the Participating Agencies hereby waive any applicable statute of limitations available under State law that exceed the time frames set forth in this Section 16.7. Upon receipt of the written notice regarding the billing dispute, any Participating Agency wishing to participate in the resolution of the dispute shall be allowed to do so and to present evidence to all Parties in support of their position. The involved Parties' determination regarding the outcome of the billing dispute, including any related adjustments to each Participating Agency's share of net Metro System costs or revenues resulting from the resolution of such billing issues, shall be final. Nothing in this section relieves a Participating Agency from its obligations to make timely payments under this

Agreement irrespective of whether or not a bill is being disputed. If the Parties are unable to resolve a billing dispute, the Parties shall utilize the dispute resolution processes in this Agreement.

16.8 Counterparts and Electronic Signatures. This Agreement may be executed in counterparts. This Agreement shall become operative as soon as one counterpart hereof has been executed by each Party. The counterparts so executed shall constitute one Agreement notwithstanding that the signatures of all Parties do not appear on the same page. A faxed, .pdf, or other electronic copy of the fully executed original version of this Agreement shall have the same legal effect as an executed original for all purposes. Electronic signatures (including but not limited to signatures via DocuSign) shall be acceptable, enforceable, and shall have the same legal effect as an original signature.

16.9 Transparency. Upon request, the City shall promptly provide each Participating Agency with access to all records and information reflecting Flow and Strength of sewage in the Metro System, including, but not limited to, Flow data from all Metro System meters, worksheets or calculations that are used by City to develop cost information for any costs contemplated by this Agreement, and any Strength or other data utilized by the City when calculating annual sewage Flow and/or other costs imposed pursuant to this Agreement (including, but not limited to, pretreatment costs). The Parties shall work in good faith together to ensure the Participating Agencies have reasonable and full transparency under this Agreement.

16.10 Incorporation of Recitals. All of the recitals set forth in this Agreement, and all of the exhibits attached to this Agreement, are by this reference incorporated in and made a part of this Agreement as though fully set forth herein.

16.11 Joint Exercise of Power. It is the intent of the Parties that this Agreement is intended to exercise the governmental authority granted pursuant to Gov. Code Section 6500 *et seq.* which provides for the joint exercise of governmental powers.

IN WITNESS WHEREOF, the Parties have executed this Second Amendment and Restated Regional Wastewater Disposal Agreement and the associated Administrative Agreements(s) identified herein as of the date first set forth above.

CITY OF CHULA VISTA

Approved as to Form:

Name: _____
Title: _____

Name: _____
Title: _____

CITY OF CORONADO

Approved as to Form:

Name: _____
Title: _____

Name: _____
Title: _____

CITY OF DEL MAR

Approved as to Form:

Name: _____
Title: _____

Name: _____
Title: _____

CITY OF EL CAJON

Approved as to Form:

Name: _____
Title: _____

Name: _____
Title: _____

CITY OF IMPERIAL BEACH

Approved as to Form:

Name: _____
Title: _____

Name: _____
Title: _____

CITY OF LA MESA

Approved as to Form:

Name: _____
Title: _____

Name: _____
Title: _____

LEMON GROVE SANITATION DISTRICT Approved as to Form:

Name: _____
Title: _____

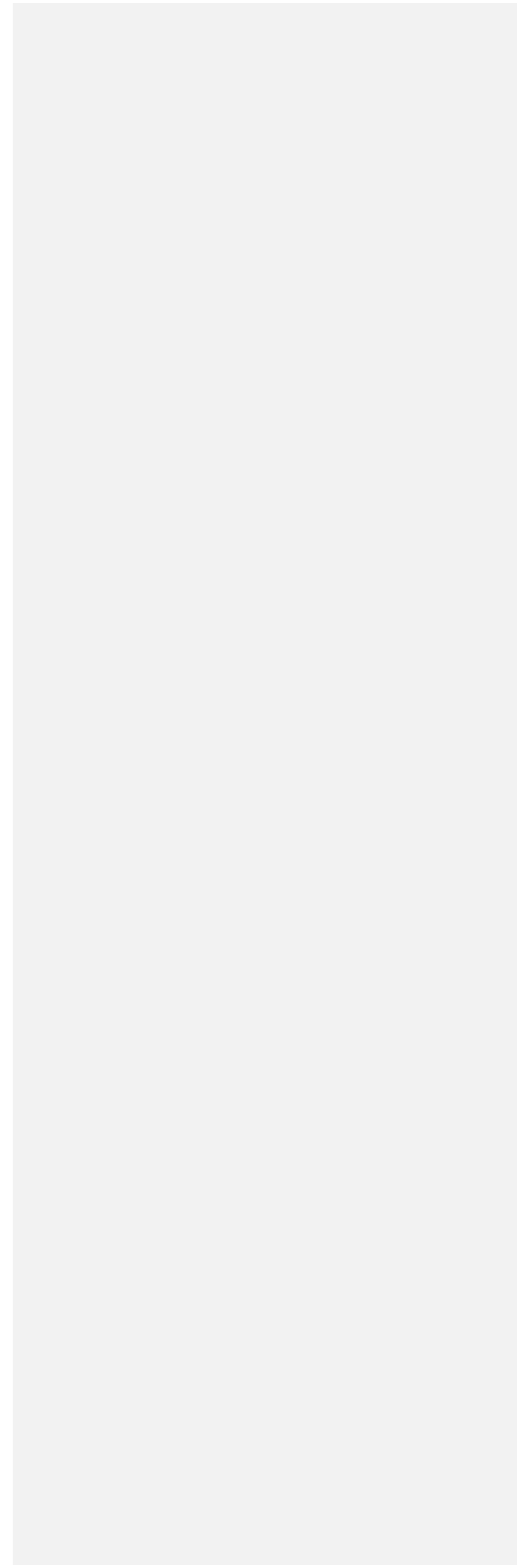
Name: _____
Title: _____

CITY OF NATIONAL CITY

Approved as to Form:

Name: _____
Title: _____

Name: _____
Title: _____



OTAY WATER DISTRICT

Approved as to Form:

Name: _____
Title: _____

Name: _____
Title: _____

PADRE DAM MUNICIPAL WATER DISTRICT

Approved as to Form:

Name: _____
Title: _____

Name: _____
Title: _____

CITY OF POWAY

Approved as to Form:

Name: _____
Title: _____

Name: _____
Title: _____

CITY OF SAN DIEGO

Approved as to Form:

Name: _____
Title: _____

Name: _____
Title: _____

SAN DIEGO COUNTY SANITATION DISTRICT

Approved as to Form:

Name: _____
Title: _____

Name: _____
Title: _____

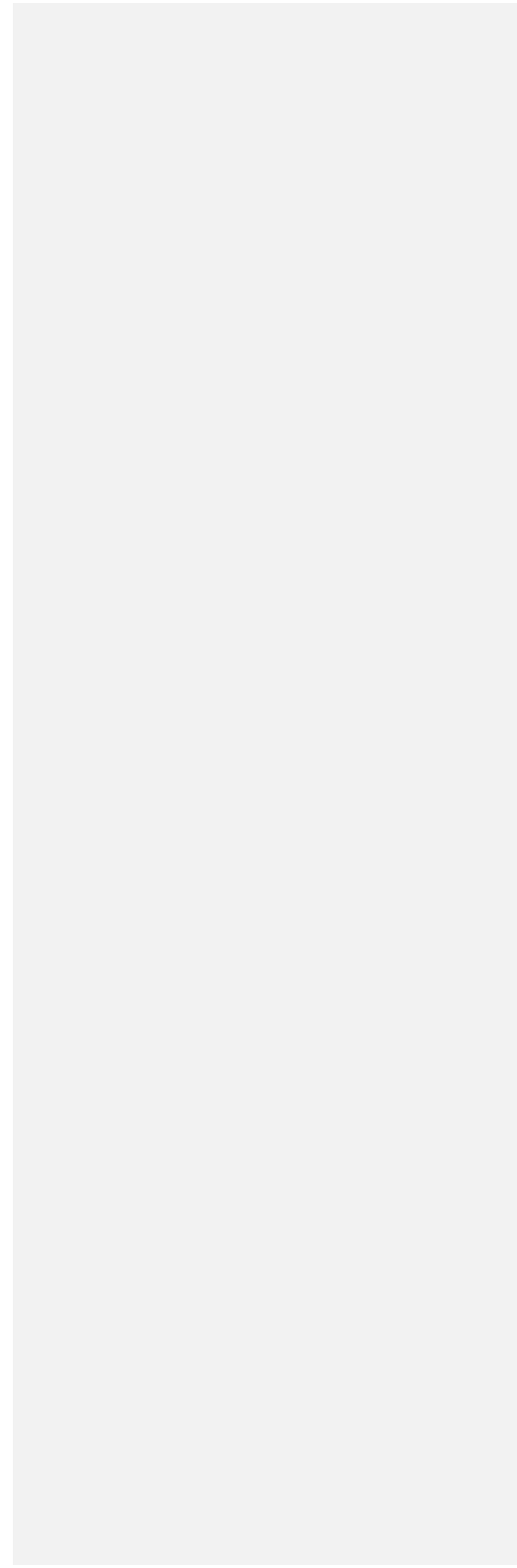


EXHIBIT A

**Metro Facilities (Electronic Exhibit); file name: 2025-10_ Exhibit A Metro Facilities.aprx;
time stamp of file: 10/23/2025 3:38 PM, software used to open and view file including
version: ArcGIS Pro 3.5.0; included herewith as CD-ROM/DVD-ROM**

EXHIBIT B

DISTRIBUTION OF WASTEWATER SYSTEM CAPACITY RIGHTS

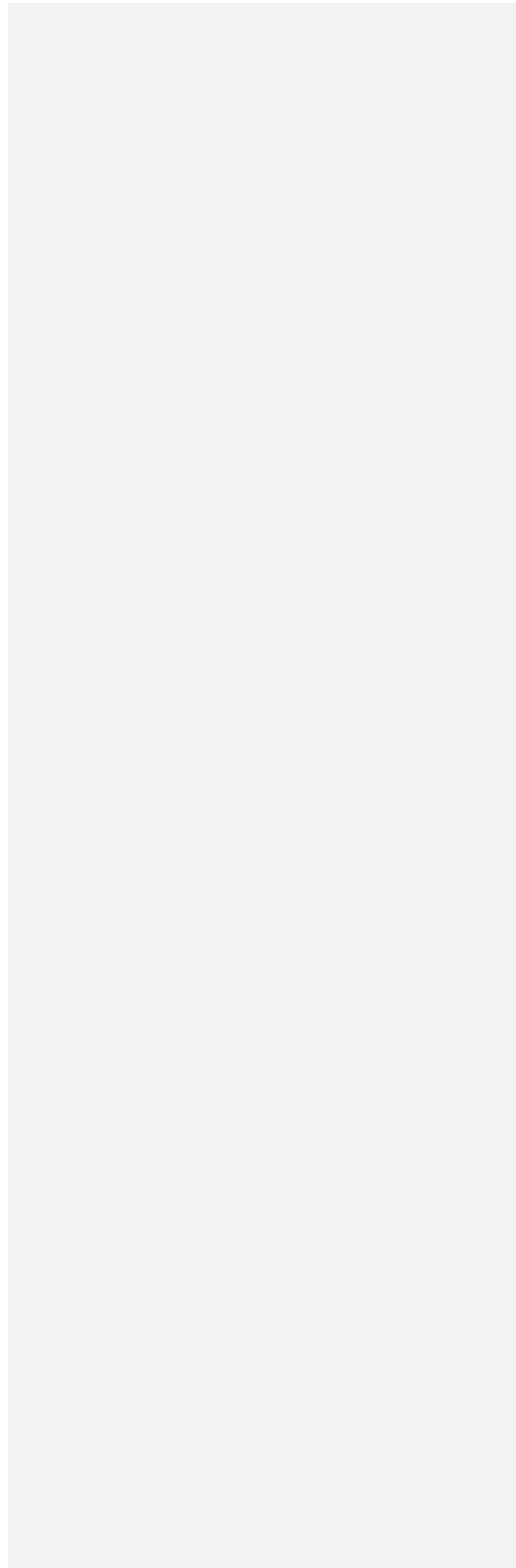


EXHIBIT C

ADMINISTRATIVE PROTOCOL ON ALLOCATION OF OPERATING RESERVES
AND DEBT SERVICE COVERAGE TO PARTICIPATING AGENCIES

EXHIBIT D
NOTICE LISTING

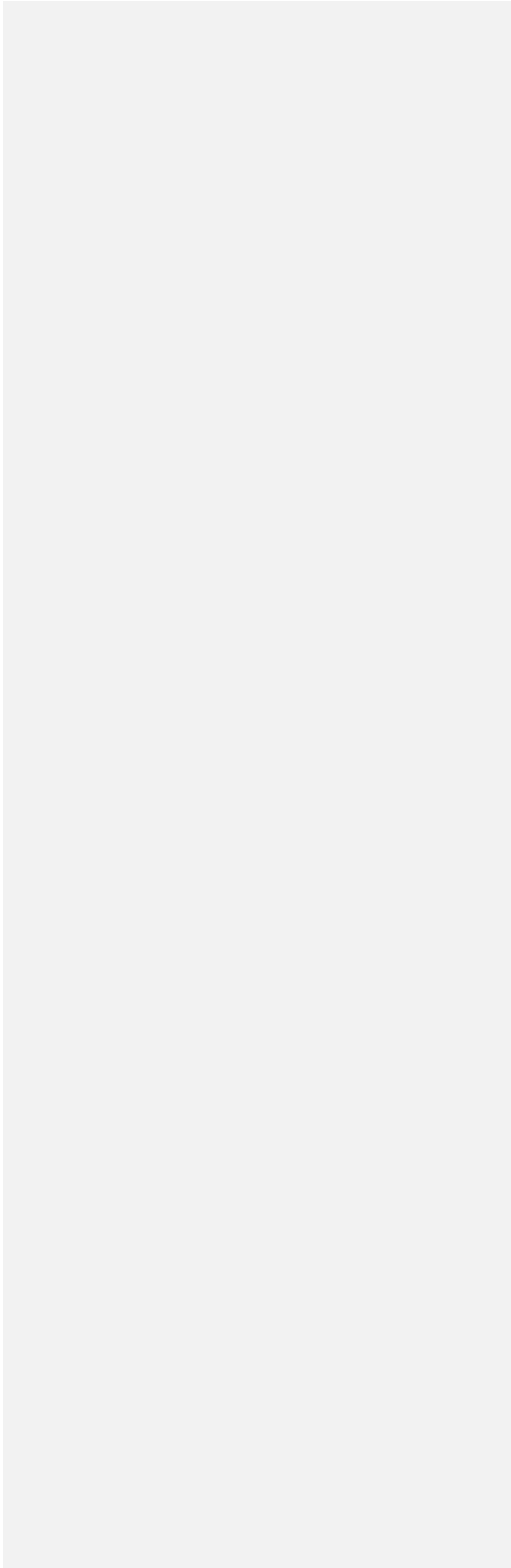


EXHIBIT E
METHODOLOGY FOR CONTRACT CAPACITY TRANSFERS

EXHIBIT F

METRO SYSTEM FLOW FORMULAS AND SAMPLING LOCATIONS

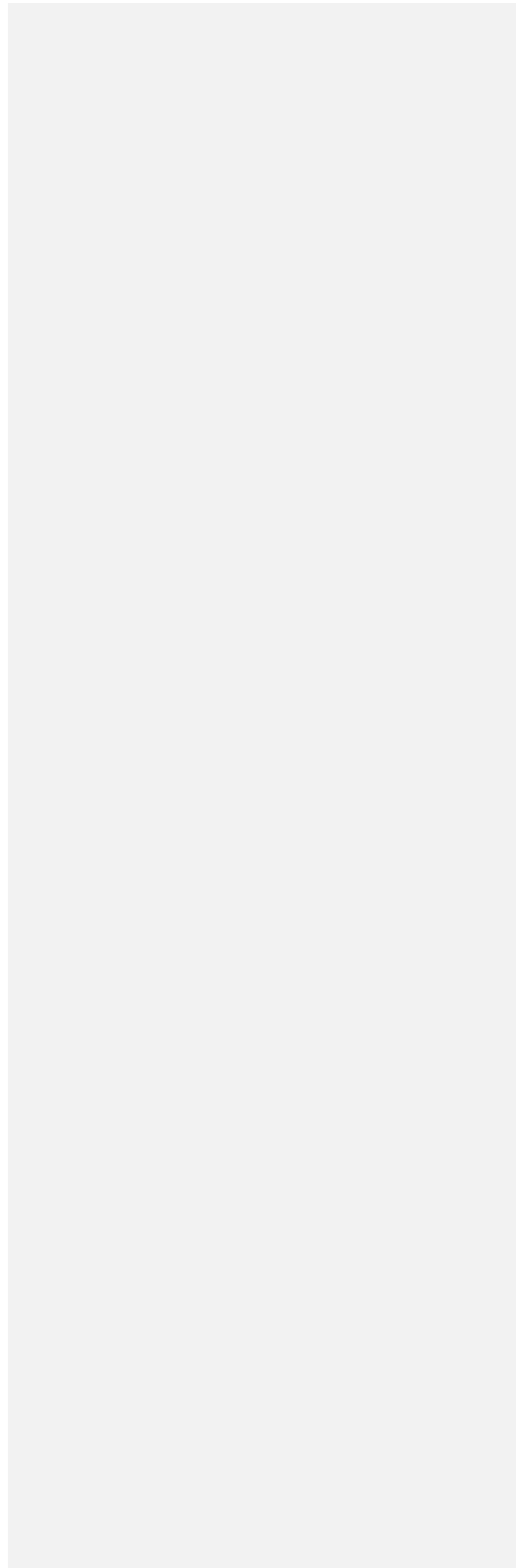


EXHIBIT G
SAMPLE OF INTEREST CALCULATION

EXHIBIT H

SUMMARY OF BILLINGS FROM COUNTY WATER AUTHORITY SHOWING COSTS
FOR UNTREATED WATER

EXHIBIT I

LIST OF ADMINISTRATIVE AGREEMENTS

NO.	TITLE	EFFECTIVE DATE	AMENDMENT DATE
1.	Agreement Between City of San Diego and Participating Agencies in the Metropolitan Sewerage System for Unified Management of Industrial Waste Discharge Pretreatment and Enhanced Source Control Programs		
2.			

Formatted: Title

EXHIBIT J

SAMPLE FAB CALCULATION

EXHIBIT JK

EXHIBIT LIST

Exhibit	Name	Amended Date
A	Metro Facilities (Electronic Exhibit); file name: 2025-10_Exhibit A Metro Facilities.aprx; time stamp of file: 10/23/2025 3:38 PM, software used to open and view file including version: ArcGIS Pro 3.5.0; included herewith as CD-ROM/DVD-ROM	
B	Distribution of Wastewater System Capacity Rights	
C	Administrative Protocol on Allocation of Operating Reserves and Debt Service Coverage to Participating Agencies	
D	Notice Listing	
E	Methodology for Contract Capacity Transfers	
F	Metro System Flow Formulas and Sampling Locations	
G	Sample of Interest Calculation	
H	Summary of Billings from County Water Authority Showing Costs for Untreated Water	
I	List of Administrative Agreements	
J	Sample FAB Calculation	
JK	Exhibit_List	



Monthly Metro TAC Chair Report June 2026

A summary of action items, presentations, discussions, and updates heard at the regularly scheduled Metro Technical Advisory Committee held on June 17, 2026.

Action:

Agenda Item 2: Consideration and Possible Action to Recommend to the Metro Wastewater JPA the Execution of a Contract with Aztec Landscaping Inc. to Provide Landscape Maintenance Services at Public Utilities Department Water and Wastewater Facilities 9RFP No. 10090-434-26-J)

- City staff presented the contract explaining that the proposed contract consolidates 118 sites under the same contract, including the new Pure Water facilities. Comparison made to current single-year contracts totaling \$4.3 million for only 18 or 25 of the sites. The Metro portion of the contract is approximately \$1.8 million per year with the JPA's share being about \$600,000 of that.
- TAC asked for clarification if Aztec was the lowest bidder. City staff indicated there were multiple bidders and Aztec was the highest rank and while not necessarily the lowest bidder they were close. TAC requested a few clarifications and number fixes, including recommended including that and the Metro portion of the PUD funding in the slide for JPA. TAC unanimously recommended the item.

Information:

Agenda Item 3: PA Industrial Waste Control Ordinance Implementation – Questions & Answers

- City staff reminded TAC that the City has updated its municipal code as it relates to industrial waste, so they wanted to give TAC the opportunity to ask questions to make sure they are clear on next steps. Staff reminded TAC the City will take over billing, but that each PA is responsible for notifying businesses of this change and alerting the City of new businesses. TAC members requested the City's current listings of industrial users so that they had a complete list of who to notify.

- TAC clarified if the City had to update their code again as a result of SARA, the answer to which is no. TAC also asked for a copy of the enforcement response plan which the City will provide once updated. Executive Team staff requested the City clarify the process as much as possible and send relevant documents to TAC all together. TAC also clarified timeline suggesting it could be convenient to do at the same time as revised SARA over the next few months. The recommendation is to take it as soon as possible.

Agenda Item 4: FAB and FY 2027 Billing

- City staff presented the new format for Tables A through D, which will be based on full FAB implementation, but with a 4-year phase-in of the incremental peak charges. They apologized it wasn't distributed yet but promised to do so once finalized.
- TAC clarified if this was the final version which is correct. The tables, distributed soon, will be the basis for the August invoices. The City provided the following table of the comparison of the four-year phase in of FAB versus the formerly discussed three-year:

PA	FY27 Costs		
	3-Year	4-Year	Difference
Chula Vista	\$37,100,495.68	\$37,151,411.74	\$50,916.06
Coronado	\$3,138,876.79	\$3,130,556.44	(\$8,320.35)
Del Mar	\$38,595.25	\$36,068.24	(\$2,527.01)
East Otay Mesa	\$1,684,298.74	\$1,662,597.84	(\$21,700.90)
El Cajon	\$12,664,157.71	\$12,565,122.03	(\$99,035.68)
Imperial Beach	\$4,781,827.87	\$4,772,738.14	(\$9,089.73)
La Mesa	\$9,535,298.19	\$9,385,411.34	(\$149,886.85)
Lakeside/Alpine	\$6,425,713.73	\$6,454,990.10	\$29,276.37
Lemon Grove	\$3,710,369.42	\$3,695,668.76	(\$14,700.66)
National City	\$8,950,114.63	\$8,980,795.29	\$30,680.66
Otay	\$956,022.02	\$954,327.91	(\$1,694.11)
Padre Dam	\$9,129,893.65	\$9,118,965.07	(\$10,928.58)
Poway	\$5,295,207.54	\$5,251,958.79	(\$43,248.75)
Spring Valley	\$10,938,530.68	\$10,968,564.99	\$30,034.31
Wintergardens	\$1,320,162.86	\$1,319,469.57	(\$693.29)
SUBTOTAL	\$115,669,564.76	\$115,448,646.26	(\$220,918.50)
San Diego	\$224,105,230.86	\$224,326,149.36	\$220,918.50
TOTAL	\$339,774,795.62	\$339,774,795.62	\$0.00

Agenda Item 5: Overview of FY 2027

a. I&I Workgroup Progress

- Staff explained that now that SARA will be complete the listed items will likely be the focus of the next year. The I&I group is making progress and the hope is to improve wet weather flows to be able to affect the future system operation.
- TAC clarified how the study was being incorporated into Pure Water Phase 2. They also asked if the City analyzes the Muni system similarly, the answer to which is yes. TAC asked if they could share methods where they've seen success in I&I

reduction because that would be very helpful in assisting them in analyzing the cost-effective analysis of their own projects and enforcement efforts.

b. Future Administrative Agreements

- City staff opened the floor to TAC to let them know that if there are any future Administrative Agreements they'd like to see to please contact them. The City currently anticipates a Pure Water Phase 2 Administrative Agreement and one after the I&I study.

c. Identification of Notified Parties

- City staff reviewed their attached current notification list and asked TAC to look at it and send updates as needed as soon as possible.

Agenda Item 6: Muni Transportation Agreements

- Staff reminded everyone now that SARA is done they would be working with each agency to make sure all of the agreements are up to date.

Standing Items to be Brought to JPA:

Agenda Item 7: Metro Wastewater (General) (Lisa Celeya)

Agenda Item 8: Pure Water Program Update (Doug Owen/Ben Kuhnel)

Agenda Item 9: Metro Wastewater Financial (Adam Jones)

Agenda Item 10: SARA Update Report (Blake Behringer/Karyn Keze)

Agenda Item 11: JPA Executive Director (Karyn Keze)

Standing Informational Item:

Agenda Item 12: Metro Commission/JPA Board Meeting Recap (Blake Behringer)

Metro Meetings:

Recent Meetings

- **Metro JPA:**
 - **Date:** June 4, 2026

- **I&I Metro TAC Subcommittee:**
 - **Date:** June 2, 2026

Upcoming Meetings

- **Metro JPA (Special Mtg):**
 - **Date:** June 25, 2026
 - **Format:** In person.

- **Metro TAC:**
 - **Date:** July 15, 2026
 - **Format:** Zoom only.

- **I&I Metro TAC Subcommittee:**
 - **Date:** July 7, 2026
 - **Format:** Teams only.