

AGENDA
SAN ELIJO JOINT POWERS AUTHORITY
MONDAY MAY 13, 2013 AT 9:00 AM
SAN ELIJO WATER RECLAMATION FACILITY – CONFERENCE ROOM
2695 MANCHESTER AVENUE
CARDIFF BY THE SEA, CALIFORNIA

1. CALL TO ORDER
2. ROLL CALL
3. PLEDGE OF ALLEGIANCE
4. ORAL COMMUNICATIONS (NON-ACTION ITEM)
5. PRESENTATION OF AWARDS
 - California Water Environment Association – 2012 Small Plant Safety Award
 - Water Environment Federation – CWEA 2013 George W. Burke Jr. Facility Safety Award
6. * **CONSENT CALENDAR**
7. * APPROVAL OF MINUTES FOR THE APRIL 8, 2013 MEETING
8. * APPROVAL FOR PAYMENT OF WARRANTS AND MONTHLY INVESTMENT REPORTS
9. * SAN ELIJO WATER RECLAMATION FACILITY TREATED EFFLUENT FLOWS – MONTHLY REPORT
10. * SAN ELIJO JOINT POWERS AUTHORITY RECYCLED WATER PROGRAM – MONTHLY REPORT
11. * ITEMS REMOVED FROM CONSENT CALENDAR

Items on the Consent Calendar are routine matters and there will be no discussion unless an item is removed from the Consent Calendar. Items removed by a "Request to Speak" form from the public will be handled immediately following adoption of the Consent Calendar. Items removed by a Board Member will be handled as directed by the Board.

REGULAR AGENDA

12. **PROFESSIONAL SERVICES CONTRACT FOR CONSTRUCTION MANAGEMENT AND AS-NEEDED STAFF EXTENSION RESOURCES**

It is recommended that the Board of Directors:

1. Authorize the General Manager to execute the agreement with Hoch Consulting to provide construction management and as-needed professional services for an amount not to exceed \$79,060; and
2. Discuss and take action as appropriate.

Staff Reference: General Manager

13. **SAN ELIJO JOINT POWERS AUTHORITY FISCAL YEAR 2013-14 RECOMMENDED BUDGET UPDATE**

It is recommended that the Board of Directors:

1. Discuss and take action as appropriate.

Staff Reference: Director of Finance/Administration

14. **PROPOSED 2013-14 MASTER PLAN FOR THE SAN ELIJO WATER RECLAMATION FACILITY**

It is recommended that the Board of Directors:

1. Authorize the General Manager to issue a Request for Proposals to update the 2007 San Elijo Water Reclamation Facility Master Plan; and
2. Discuss and take action as appropriate.

Staff Reference: General Manager

15. **MEMORANDUM OF UNDERSTANDING BETWEEN THE SAN ELIJO JOINT POWERS AUTHORITY AND THE CITY OF ENCINITAS FOR USE OF SEJPA LABORATORY SPACE**

It is recommended that the Board of Directors:

1. Authorize the General Manager to execute a Memorandum of Understanding with the City of Encinitas, for the provision of shared laboratory space at the San Elijo Water Reclamation Facility; and
2. Discuss and take action as appropriate.

Staff Reference: General Manager

16. **GENERAL MANAGER'S REPORT**

Informational report by the General Manager on items not requiring Board action.

17. GENERAL COUNSEL'S REPORT

Informational report by the General Counsel on items not requiring Board action.

18. BOARD MEMBER COMMENTS

This item is placed on the agenda to allow individual Board Members to briefly convey information to the Board or public, or to request staff to place a matter on a future agenda and/or report back on any matter. There is no discussion or action taken on comments by Board Members.

19. CLOSED SESSION

A closed session will be held per Government Code Section 54957.6: Labor Negotiations and per Government Code Section 54957: Employee Performance Evaluation. Title: General Manager

A closed session may be held at any time during this meeting of the San Elijo Joint Powers Authority for the purposes of discussing potential or pending litigation or other appropriate matters pursuant to the "Ralph M. Brown Act".

20. ADJOURNMENT

The next regularly scheduled San Elijo Joint Powers Authority Board Meeting will be Monday, June 10, 2013 at 9:00 a.m.

NOTICE:

The San Elijo Joint Powers Authority's open and public meetings meet the protections and prohibitions contained in Section 202 of the Americans With Disabilities Act of 1990 (42 U.S.C Section 12132), and the federal rules and regulations adopted in implementation thereof. Any person with a disability who requires a modification or accommodation, including auxiliary aids or services, in order to participate in a public meeting of the SEJPA Board of Directors may request such modification or accommodation from Michael T. Thornton, General Manager, (760) 753-6203 ext. 72.

The agenda package and materials related to an agenda item submitted after the packet's distribution to the Board is available for public review in the lobby of the SEJPA Administrative Office during normal business hours. Agendas and minutes are available at www.sejpa.org. The SEJPA Board meetings are held on the second Monday of the month, except August.

AFFIDAVIT OF POSTING

I, Michael T. Thornton, Secretary of the San Elijo Joint Powers Authority, hereby certify that I posted, or have caused to be posted, a copy of the foregoing agenda in the following locations:

San Elijo Water Reclamation Facility, 2695 Manchester Avenue, Cardiff, California
City of Encinitas, 505 South Vulcan Avenue, Encinitas, California
City of Solana Beach, 635 South Highway 101, Solana Beach, California

The notice was posted at least 72 hours prior to the meeting, in accordance with Government Code Section 54954.2(a).

Date: May 8, 2013



Michael T. Thornton, P.E.
Secretary / General Manager

SAN ELIJO JOINT POWERS AUTHORITY
MINUTES OF THE BOARD MEETING
HELD ON APRIL 8, 2013
AT THE
SAN ELIJO WATER RECLAMATION FACILITY

Thomas M. Campbell, Chair

Mark Muir, Vice Chair

A Meeting of the Board of Directors of the San Elijo Joint Powers Authority (SEJPA) was held Monday, April 8, 2013, at 9:00 a.m., at the San Elijo Water Reclamation Facility at 2695 Manchester Avenue, Cardiff by the Sea, California.

1. CALL TO ORDER

Chair Campbell called the meeting to order at 9:00 a.m.

2. ROLL CALL

Directors Present:

Teresa Barth
Thomas M. Campbell
Mark Muir
David Zito

Others Present:

General Manager
Director of Finance/Administration
Director of Operations
Administrative Assistant
Accounting Technician
Safety/HR Administrator

Michael Thornton
Greg Lewis
Christopher Trees
Jennifer Basco
Carrie Cook
Marisa Buckles

SEJPA Counsel:

Procopio, Cory, Hargreaves & Savitch

Greg Moser

City of Encinitas,

Director of Engineering and Public Works
Public Works Management Analyst

Glenn Prium
Bill Wilson

City of Solana Beach,

City Manager
Director of Engineering/Public Works

David Ott
Mohammad "Mo" Sammak

Santa Fe Irrigation District,

President of the Board of Directors
General Manager

Michael T. Hogan
Michael J. Bardin

St. Francis Court HOA

Al Evans
Frank Warner

GHD Inc.

Mary Grace Pawson

3. PLEDGE OF ALLEGIANCE

General Manager Michael Thornton led the Pledge of Allegiance.

4. ORAL COMMUNICATIONS

None

5. PRESENTATION OF AWARDS

None

6. CONSENT CALENDAR

Moved by Board Member Zito and seconded by Board Member Barth to approve the Consent Calendar.

Motion carried with unanimous vote of approval.

Consent Calendar:

Agenda Item No. 7	Approval of Minutes for the March 11, 2013 meeting
Agenda Item No. 8	Approval for Payment of Warrants and Monthly Investment Report
Agenda Item No. 9	San Elijo Water Reclamation Facility Treated Effluent Flows – Monthly Report
Agenda Item No. 10	San Elijo Joint Powers Authority Recycled Water Program – Monthly Report

11. ITEMS REMOVED FROM CONSENT CALENDAR

None

Chair Campbell requested that Agenda Item No. 13 be moved ahead of Agenda Item No. 12.

13. RECYCLED WATER COST OF SERVICE STUDY

General Manager Thornton presented the draft Cost of Service Study to the Board of Directors. He stated that the goals of the study are to:

- provide decision makers with information on the cost of providing recycled water service relative to revenues generated from the program;

- provide decision makers with information regarding the estimated future financial condition of the program under a range of planning scenarios;
- analyze the financial impacts of decoupling all wholesale agreements from the potable water rate structure; and
- describe the policy decisions that are necessary to implement reserve funds and a cost-of-service revenue model.

Mr. Thornton introduced Mary Grace Pawson from GHD Inc., who is the consultant responsible for preparing the study. Ms. Pawson provided a brief summary on the drivers for the cost of service study, a review of the Board Members direction provided at the February 2013 Board meeting, a description of the current cost of service, initial recommendations on the reserve fund, and future scenarios and impacts on the cost of service for recycled water.

Ms. Pawson discussed the cost of service with and without infrastructure replacement reserves based on current water sales. Ms. Pawson stated that attempting to fully fund reserves right now is likely impractical as it would drive the price of recycled water higher. Instead, Ms. Pawson suggested that as the SEJPA transitions to the cost of service program, a hybrid reserve policy that partially funds capital reserves is more practical for managing repair and replacement of utility system assets. Ms. Pawson stated that the financial model used to develop the cost of service study uses the assumption of partially funding a capital reserve and having an operational reserve equal to one year of operational costs, including debt service costs. Based on the current balance in the Recycled Water Program Fund, estimated at \$2.2 million, there is adequate funding to create the proposed operational reserve. For Capital Reserve, the study utilized a fiscal model to help determine “milestone” capital reserve goals that would allow accrual of a capital reserve with a value close to the depreciated value of the assets in FY 2030-31. This initial analysis suggests that SEJPA should budget for a capital reserve of approximately \$3.0 million in FY 2020-21, a key program milestone after which the recycled water program SRF loan is paid off. The analysis also suggests that SEJPA should budget for a capital reserve of approximately \$4.8 million by FY 2025-26, another key program milestone after which the last of the incentive funding expires. These repair and replacement goals reflect a practical strategy for managing replacement of assets, given the current fiscal status of the system.

Ms. Pawson then described several scenarios of the resulting “cost of service”, after factoring in the reserve fund requirements. The first scenario, Status Quo, assumes recycled water sales remain flat, except for the Olivenhain Municipal Water District service area where recycled water sales grow from 35 acre feet to 80 acre feet annually over six years. The second scenario, assumes recycled water deliveries grow at a rate of approximately 2 percent per year for total program sales of 1,335 acre feet per year by FY 2018-19. Finally, the third scenario assumes recycled water deliveries grow at the rate of 4 percent per year for total program sales of 1,437 acre feet per year by FY 2018-19.

Ms. Pawson concluded her presentation by stating that:

- Meeting the SEJPA’s reserve goals is possible.
- Transitioning from an “indexed” to a cost of service model is possible.

- With sales at or above 1,335 acre feet per year (approximately 2 percent annual growth), the cost of servicing recycled water remains very competitive.
- Without growth in sales, the SEJPA may need to modify near-term reserve goals to keep recycled water pricing attractive to the end customers.

Upon completion of the presentation, Chair Campbell requested if there were questions from the public. Questions and requests subsequently raised by Board Members and public included:

- Do the water purveyors add additional costs to the final rate charged to the customer?
- Provide examples that illustrate the San Diego County Water Authority's incentive calculation when the SEJPA charges less than 85 percent of the potable water rate.
- What are the current terms of the Recycled Water Program loans?
- Can staff provide projections of future potable water rates vs. recycled water rate projections?
- Provide a brief history of Member Agency funding that was contributed to this recycled water program and if/when they will get repaid.
- Add footnotes to Table 4 of the cost of service study to assist the reader in understanding the table.

General Manager Thornton stated that in two weeks he will publish an updated draft-final cost of service study to include answers to the aforementioned questions, requested footnotes, charts and examples, for distribution. General Manager Thornton stated that staff will provide a 30-day public comment period upon reissuance of the study. He will return this item to the Board of Directors at the June Board meeting for consideration of acceptance.

No action required. This memorandum was submitted for information only.

12. PRESENTATION OF THE SAN ELIJO JOINT POWERS AUTHORITY FISCAL YEAR 2013-14 RECOMMENDED BUDGET

Greg Lewis, Director of Finance/Administration, provided a PowerPoint presentation on the Fiscal Year (FY) 2013-14 Recommended Budget and answered questions from the Board of Directors. The budget estimates all expenditures necessary to provide wastewater treatment, waste disposal, water reclamation, laboratory, ocean outfall, and pump station services. The total recommended FY 2013-14 budget for the Wastewater Treatment Fund is \$5,629,967. The total recommended FY 2013-14 operating budget for the Water Reclamation Fund is \$2,086,111. The recommended FY 2013-14 appropriation for the Capital Project Fund is \$1,138,000.

It was reported that the total cost to the Member Agencies of the FY 2013-14 recommended budget for all programs funded including capital improvements and debt service will increase from a year ago. The City of Encinitas' portion, which includes the Cardiff Sanitation Division, parts of the Encinitas Sanitation Division, and other miscellaneous programs within the City will see an increase in cost of 3.1 percent, while the City of Solana Beach's portion, which includes the Solana Beach Sanitation

District and other miscellaneous programs within the City will see an increase of 1.1 percent.

It was recommended that the Board of Directors take the Recommended Budget to their respective Councils for further discussion and support. The budget will then be discussed at the next scheduled Board meeting.

No action required. This memorandum was submitted for information only.

14. GENERAL MANAGER'S REPORT

General Manager Thornton reported that the Advanced Water Treatment project received final permit approval by the Regional Water Quality Control Board. The SEJPA is now permitted to operate the Advanced Water Treatment facility to produce recycled water for our communities. General Manager Thornton also requested information from the Board Members on ideas for the Advanced Water Treatment facility ribbon cutting ceremony.

15. GENERAL COUNSEL'S REPORT

None

16. BOARD MEMBER COMMENTS

None

17. CLOSED SESSION

None

18. ADJOURNMENT

The Board of Directors adjourned at 11 a.m. The next Board of Directors meeting will be held on May 13, 2013.

Respectfully submitted,



Michael T. Thornton, P.E.
General Manager

PAYMENT OF WARRANTS

13-05

3-May-13

VENDOR	DESCRIPTION OF EXPENSE	AMOUNT
<u>13-05 Warrants</u>		
760Print	Mailing labels	\$90.82
Advanced Air & Vacuum	Inlet valve repair kit, filters, steel braided flex hose	\$1,732.88
AG Tech, LLC	Biosolids hauling - February	\$8,920.34
AG Tech, LLC	Biosolids hauling - March	\$12,380.70
American Water Works Assoc.	Membership - M. Piper	\$238.00
Aquatic Bioassay	Lab testing	\$3,065.00
Arrowhead Direct	Kitchen and lab supplies	\$261.41
Aspen Publishers, Inc.	2013 APA Basic Guide to Payroll	\$446.12
AT&T	Alarm service - April	\$383.54
AT&T	Alarm service - March	\$393.63
AT&T	Phone service - 02/13/13 - 03/12/13	\$380.29
AT&T - Eden Gardens	DSL - 02/20/13 - 03/19/13	\$73.45
AT&T - Olivenhain	DSL - 02/10/13 - 03/09/13	\$72.96
Atlas Pumping Service	Grit and screening large bin - March	\$742.35
Atlas Pumping Service	Grease and scum pumping - March	\$1,306.28
Atlas Pumping Service	Grease and scum pumping - April	\$554.88
BankCard Center	Wellness program, advertising, education, repairs, webhost	\$1,568.62
BankCard Center	Meetings, office supplies, seminar, computer assistance	\$3,250.46
Barrett Engineered Pumps	Hydromatic pump discharge sealing flange gasket	\$166.32
Basco, Jennifer	Expense report - mileage	\$63.30
Bay City Electric Works	Generator rental period #3 - 02/11/13 - 03/10/13	\$2,577.42
Bay City Electric Works	Generator rental period #4 - 03/11/13 - 04/07/13	\$2,577.42
Boot World, Inc.	Safety boots - D. Kreinbring	\$150.00
Boot World, Inc.	Safety boots - A. Simonson	\$150.00
Brenntag Pacific, Inc.	Sodium Hydroxide - odor control	\$1,917.45
Buckles, Marisa	Expense report - mileage and seminar	\$41.22
California Water Technologies	Ferric chloride - plant	\$5,896.59
Calscience Environmental Lab	Lab testing	\$128.00
Calscience Environmental Lab	Lab testing	\$205.00
Coast Waste Management, Inc.	Roll-off recycle	\$25.00
Coast Waste Management, Inc.	Roll-off recycle	\$155.00
Complete Office	Office supplies	\$198.93
Complete Office	Office supplies	\$60.44
Corodata	Record storage - February	\$67.87
Corodata	Record storage - March	\$69.96
County Burner Machinery Corp.	Remove and replace Honeywell butterfly gas valve	\$988.82
Crown Point Embroidery	Employee shirts	\$87.48
CWEA-Membership	Membership - K. Regnier	\$140.00
CWEA-TCP	Certification - S. Arredondo	\$85.00
DMV	Safety records	\$2.00
Dudek & Associates	Replacement emergency Genset project - 6585.0005	\$2,970.00
Dwyer Instruments, Inc.	Sensor for eye wash stand	\$151.38
EDCO Waste & Recycling	Trash service - March	\$198.77
Emedco Inc.	Warning signs	\$191.26
GHD Inc.	Recycled water rate study	\$564.75
Golden Bell Products, Inc.	Lift station degreaser	\$205.20

PAYMENT OF WARRANTS

13-05

3-May-13

VENDOR	DESCRIPTION OF EXPENSE	AMOUNT
Grainger, Inc.	Drum gauge	\$440.64
Guardian	Dental - 04/01/13 - 04/30/13	\$1,236.33
Hach Company	Probe adapter elbow	\$152.03
Hach Company	PhosVer 3 phosphate reagent powder pillows, pump tubing	\$414.14
Hawthorne Power Systems	Generator repair	\$6,363.66
Hawthorne Rent-It Service	Generator	\$1,126.03
Health & Human Resource	Employee assistance program - March	\$317.68
Health & Human Resource	Employee assistance program - April	\$317.68
Hoch Consulting	AWT Project	\$5,250.00
Hoch Consulting	Professional engineering services	\$750.00
Hoch Consulting	RW construction management	\$6,281.25
Hoch Consulting	Pump station energy management	\$752.25
Home Depot Credit Services	Lumber, tools, and cabinet	\$688.50
Hub Construction Specialties, Inc.	Limestone and backer rod	\$140.40
Jani-King	Janitorial supplies and janitorial service for April	\$1,316.30
Kennedy/Jenks Consultants	Recycled water demineralization project	\$1,878.75
Kennedy/Jenks Consultants	Recycled water demineralization project	\$4,565.00
Konica Minolta	Monthly copier maintenance	\$214.37
Marine Taxonomic Services	Ocean offshore monitoring	\$740.00
McMaster-Carr Supply Co.	Repair parts - hoses, tubing, pumps, pvc, and pipe	\$1,539.26
McMaster-Carr Supply Co.	Repair parts - nylon liquid-tight cord and flourescent ballast	\$182.04
MegaPath Inc.	T-1 service - April	\$284.22
Napa Auto Parts	Coolant and rear brake light	\$39.93
Olin Corp.	Sodium Hypochlorite - bleach	\$3,000.24
OMWD	Manchester - 02/11/13 - 03/11/13	\$40.81
PERS - Health	April health premium	\$17,083.27
PERS - Retirement	Retirement premium - 03/30/13 - 04/12/13	\$14,657.96
PERS - Retirement	Retirement premium - 03/16/13 - 03/29/13	\$14,657.93
PERS - Retirement	Retirement premium - 03/02/13 - 03/15/13	\$14,705.27
Pacific Green Landscape	Monthly landscaping service - March	\$1,025.00
Pacific Green Landscape	Monthly landscaping service - April	\$1,025.00
Petty Cash	Replenish petty cash	\$171.29
Preferred Benefit Insurance	Vision insurance - 04/01/13 - 04/30/13	\$293.70
ProBuild	Repair, shop, and field supplies	\$295.04
ProBuild	Repair, shop, and field supplies	\$197.82
Procopio, Cory, Hargreaves	General - legal services - February	\$2,080.50
Procopio, Cory, Hargreaves	General - legal services - March	\$1,454.10
Procopio, Cory, Hargreaves	Labor and employment - legal services - March	\$1,410.75
Rohan & Sons, Inc.	Inspected condensing unit for leaks; installation of payne volt	\$3,355.00
Rohan & Sons, Inc.	Maintenance on HVAC equipment	\$385.00
SDG&E	Gas & electric 02/04/13 - 03/06/13	\$40,329.42
SDWD	S. Coast Highway 101 - 01/22/13 - 03/25/13	\$48.31
SDWD	Manchester - 01/22/13 - 03/25/13	\$172.40
SDWD	Manchester - 01/22/13 - 03/25/13	\$483.57
SDWD	Cardiff - 01/22/13 - 03/25/13	\$199.17
SDWD	3050 Manchester RW meter 2 - 02/27/13 - 03/27/13	\$72.63
SDWD	Manchester RW meter 1 - 02/27/13 - 03/27/13	\$123.74
SDWD	Manchester RW meter 1 - 01/30/13 - 02/27/13	\$94.15

PAYMENT OF WARRANTS

13-05

3-May-13

VENDOR	DESCRIPTION OF EXPENSE	AMOUNT
SDWD	Manchester RW meter 2 - 02/12/13 - 02/27/13	\$37.66
SDWD	Manchester RW meter 3 - 02/27/13 - 03/27/13	\$207.13
SDWD	Manchester RW meter 4 - 02/27/13 - 03/27/13	\$94.15
SDWD	Manchester RW meter 4 - 01/30/13 - 02/27/13	\$45.73
SDWD	Manchester RW meter 5 - 02/27/13 - 03/27/13	\$322.80
SDWD	Manchester RW meter 5 - 01/30/13 - 02/27/13	\$2.69
SDWD	Manchester RW meter 6 - 02/27/13 - 03/27/13	\$3,206.48
SDWD	Manchester RW meter 6 - 01/30/13 - 02/27/13	\$2,681.93
SFID	Water - Lomas Santa Fe PS 01/16/13 - 03/20/13	\$868.39
SFID	Water - Eden Gardens PS 02/27/13 - 03/27/12	\$82.12
SFID	Water - Eden Gardens PS 01/30/12 - 02/27/13	\$158.68
SFID	Water - Solana Beach PS 01/30/13 - 03/05/13	\$61.57
San Diego Pooled Insur. Authority	3E Company chemical inventory management	\$1,500.00
San Elijo Payroll Account	Payroll - 04/05/2013	\$73,549.64
San Elijo Payroll Account	Payroll - 04/19/2013	\$73,989.45
Separation Processes, Inc.	Membrane support services	\$3,288.00
Smart & Final	Office and kitchen supplies	\$58.81
Smart & Final	Kitchen supplies	\$31.80
Solid Integration Repertoire, Inc.	Computer server rebuild, network setup	\$4,375.00
Sun Life Financial	Life and disability insurance	\$1,368.28
Terminix Processing Center	Pest control	\$237.00
Terminix Processing Center	Pest control	\$117.00
Terra Renewal	Biosolids hauling - February	\$1,992.60
Terra Renewal	Biosolids hauling - March	\$1,001.40
The San Diego Union Tribune	Subscriptions	\$347.07
Trees, Christopher	Expense report - mileage	\$84.45
Trussell Technologies, Inc.	Process engineer and water quality services	\$860.00
Trussell Technologies, Inc.	Process engineer and water quality services	\$2,365.00
Underground Service Alert	Dig alert - March	\$51.00
Unifirst Corporation	Uniform service - March	\$274.65
Unifirst Corporation	Uniform service - April	\$91.55
Unifirst Corporation	Uniform service - April	\$198.85
United Laboratories	Quik break n-flam. pen. oil, liberator bacterial treatment	\$421.81
Valley Chain & Gear, Inc.	Belts - channel grit blowers	\$66.92
Valley Power Systems, Inc.	Disassembled engine	\$4,802.29
Verizon Wireless	Cellular phone service - 03/08/13 - 04/07/13	\$587.50
Verizon Wireless	Cellular phone service	\$587.26
W.M. Lyles Co.	AWT Project Construction	\$207,479.90
W.M. Lyles Co.	AWT Project Construction	\$62,256.80
WEX Bank	Fuel - February	\$873.05
WEX Bank	Fuel - April	\$1,048.60
Total 13-05 Warrants		\$659,923.85

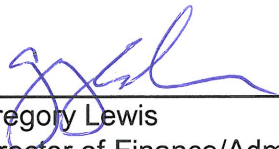
SAN ELIJO JOINT POWERS AUTHORITY

PAYMENT OF WARRANTS SUMMARY

3-May-13

PAYMENT OF WARRANTS		\$659,923.85
Reference Number	13-05	

I hereby certify that the demands listed and covered by warrants are correct and just to the best of my knowledge, and that the money is available in the proper funds to pay these demands. The cash flows of the SEJPA, including the Member Agency commitment in their operating budgets to support the operations of the SEJPA, are expected to be adequate to meet the SEJPA's obligations over the next six months. I also certify that the SEJPA's investment portfolio complies with the SEJPA's investment policy.



Gregory Lewis
Director of Finance/Administration
Treasurer

STATEMENT OF FUNDS AVAILABLE FOR PAYMENT OF WARRANTS
AND INVESTMENT INFORMATION
AS OF

3-May-13

<u>FUNDS ON DEPOSIT WITH</u>	<u>AMOUNT</u>
LOCAL AGENCY INVESTMENT FUND <i>(NOVEMBER 2012 YIELD 0.324%)</i>	
RESTRICTED SRF RESERVE	\$ 630,000.00
UNRESTRICTED DEPOSITS	\$ 6,045,976.97
CALIFORNIA BANK AND TRUST <i>(DECEMBER 2012 YIELD 0.01%)</i>	
REGULAR CHECKING	\$ 34,263.15
PAYROLL CHECKING	\$ 5,000.00
 TOTAL RESOURCES	 \$ 6,715,240.12

*

SAN ELIJO JOINT POWERS AUTHORITY
MEMORANDUM

May 13, 2013

TO: Board of Directors
San Elijo Joint Powers Authority

FROM: General Manager

SUBJECT: SAN ELIJO WATER RECLAMATION FACILITY TREATED EFFLUENT FLOWS –
MONTHLY REPORT

RECOMMENDATION

No action required. This memorandum is submitted for information only.

DISCUSSION

Monthly Treatment Plant Performance and Evaluation

Wastewater treatment for the San Elijo Joint Powers Authority (SEJPA) met all NPDES ocean effluent limitation requirements for the month of March 2013. The primary indicators of treatment performance include the removal of Carbonaceous Biochemical Oxygen Demand (CBOD) and Total Suspended Solids (TSS). The SEJPA is required to remove a minimum of 85 percent of the CBOD and TSS from the wastewater. Treatment levels for CBOD and TSS were 97.3 percent and 95.6 percent, respectively, for March (as shown in Figure 1 and Figure 2).

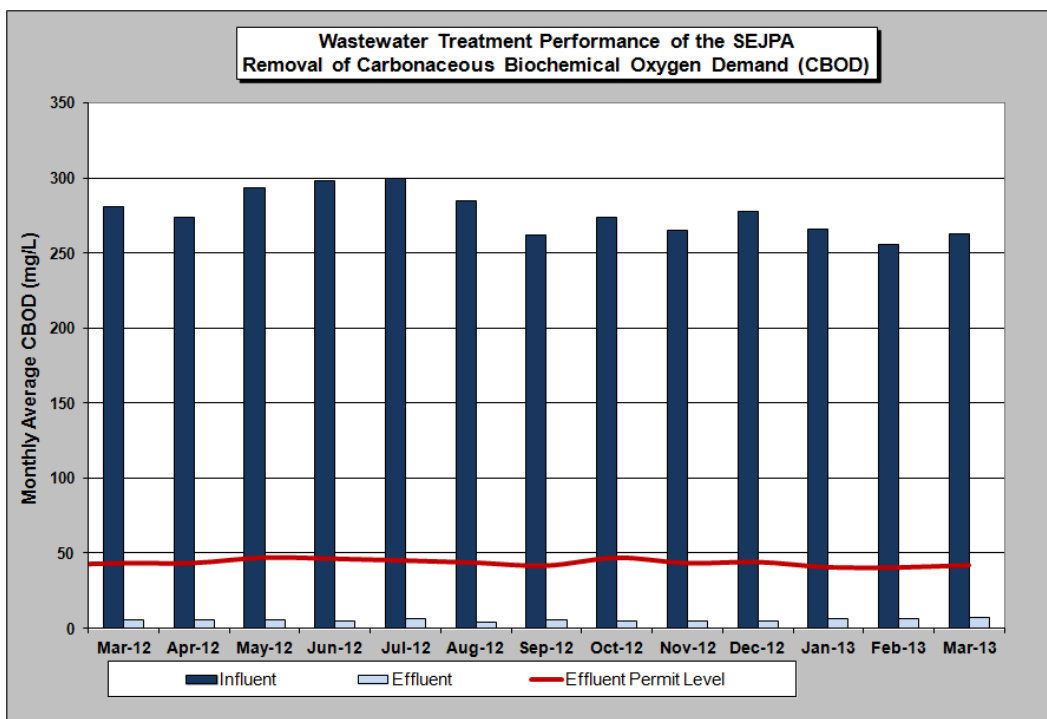


FIGURE 1

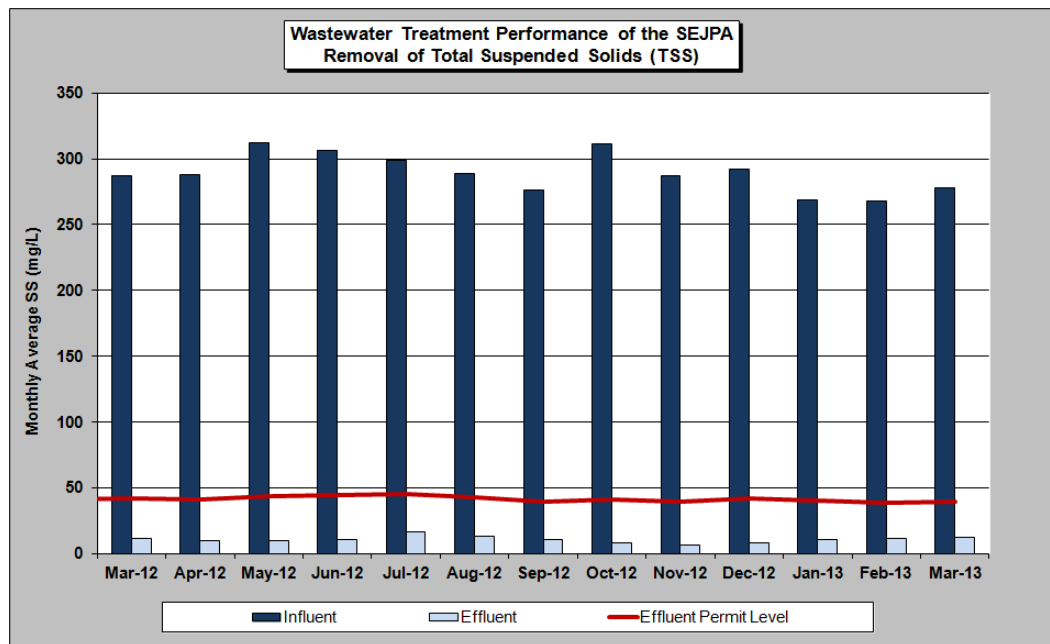


FIGURE 2

Member Agency Flows

Presented below are the influent and effluent flows for the month of March. Average daily influent flows were recorded for each Member Agency. Total effluent flow was calculated for the San Elijo Water Reclamation Facility.

	March	
	Influent (mgd)	Effluent (mgd)*
Cardiff Sanitary Division	1.402	0.905
City of Solana Beach	1.235	0.797
Rancho Santa Fe SID	0.154	0.100
Total San Elijo WRF Flow	2.791	1.802

Notes: As of July 1995, Rancho Santa Fe Community Services District (CSD) combined SID #2 and SID #3 into one Sewer Improvement District (SID).

* Effluent is calculated by subtracting the recycled water production from the influent wastewater.

Table 1 (below) presents the historical average, maximum, and unit influent and effluent flow rates per month for each of the Member Agencies since July 2008. It also presents the number of connected Equivalent Dwelling Units (EDUs) for each of the Member Agencies during this same time period.

Figure 3 (below) presents the historical average daily flows per month for each Member Agency. This is to provide a historical overview of the average treated flow by each agency. As shown in the figure, the average treated flow has been approximately 2.7 million gallons per day (mgd). Also shown in Figure 3 is the total wastewater treatment capacity of the plant, 5.25 mgd, of which each Member Agency has the right to 2.5 mgd, and Rancho Santa Fe Community Service District has the right to 0.25 mgd.

SAN ELIJO WATER RECLAMATION FACILITY MONTHLY REPORT - FLOWS AND EDUS

MONTH	AVERAGE DAILY INFLUENT FLOW RATE (MGD)				AVERAGE DAILY EFFLUENT FLOW RATE (MGD)				CONNECTED EDUS				AVERAGE UNIT INFLUENT FLOW RATE (GAL/EDU/DAY)			
	CSD	RSF CSD	SB	TOTAL PLANT	CSD	RSF CSD	SB	TOTAL PLANT	CSD EDUS	RSF CSD EDUS	SB EDUS	TOTAL EDUS	CSD	RSF	SB	TOTAL PLANT
Jul-08	1.713	0.131	1.324	3.168	0.722	0.055	0.558	1.335	8,163	456	7,728	16,347	210	288	171	194
Aug-08	1.562	0.125	1.483	3.170	0.608	0.048	0.577	1.233	8,165	457	7,728	16,350	191	274	192	194
Sep-08	1.547	0.121	1.378	3.046	0.813	0.064	0.724	1.601	8,167	459	7,728	16,354	189	264	178	186
Oct-08	1.478	0.111	1.319	2.908	0.671	0.051	0.599	1.321	8,170	460	7,728	16,358	181	242	171	178
Nov-08	1.511	0.118	1.329	2.958	1.080	0.084	0.950	2.114	8,171	462	7,728	16,361	185	256	172	181
Dec-08	1.580	0.156	1.362	3.098	1.446	0.143	1.246	2.835	8,172	462	7,728	16,362	193	338	176	189
Jan-09	1.522	0.141	1.354	3.017	1.256	0.116	1.117	2.489	8,177	462	7,728	16,367	186	306	175	184
Feb-09	1.599	0.145	1.330	3.074	1.408	0.128	1.171	2.707	8,179	462	7,728	16,369	196	314	172	188
Mar-09	1.510	0.124	1.307	2.941	1.030	0.085	0.892	2.007	8,180	463	7,728	16,371	185	268	169	180
Apr-09	1.463	0.116	1.262	2.841	0.731	0.058	0.630	1.419	8,183	463	7,728	16,374	179	251	163	174
May-09	1.465	0.117	1.247	2.829	0.712	0.057	0.606	1.375	8,185	464	7,728	16,377	179	252	161	173
Jun-09	1.479	0.115	1.319	2.913	0.712	0.056	0.635	1.403	8,185	465	7,728	16,378	181	248	171	178
Jul-09	1.437	0.109	1.376	2.922	0.599	0.045	0.573	1.217	8,186	467	7,728	16,381	176	234	178	178
Aug-09	1.431	0.113	1.419	2.963	0.603	0.047	0.598	1.248	8,186	467	7,728	16,381	175	242	184	181
Sep-09	1.404	0.108	1.346	2.858	0.690	0.053	0.661	1.404	8,187	468	7,728	16,383	171	231	174	174
Oct-09	1.375	0.108	1.332	2.815	0.744	0.058	0.721	1.523	8,187	468	7,728	16,383	168	231	172	172
Nov-09	1.366	0.111	1.323	2.800	0.843	0.069	0.816	1.728	8,189	469	7,728	16,386	167	237	171	171
Dec-09	1.401	0.127	1.322	2.850	1.149	0.104	1.084	2.337	8,193	469	7,728	16,390	171	271	171	174
Jan-10	1.532	0.155	1.372	3.059	1.271	0.128	1.138	2.537	8,196	472	7,728	16,396	187	329	178	187
Feb-10	1.487	0.148	1.382	3.017	1.371	0.136	1.274	2.781	8,197	474	7,728	16,399	181	313	179	184
Mar-10	1.455	0.145	1.398	2.998	1.108	0.110	1.064	2.282	8,198	474	7,728	16,400	177	306	181	183
Apr-10	1.451	0.137	1.391	2.979	1.058	0.100	1.014	2.172	8,198	474	7,728	16,400	177	289	180	182
May-10	1.379	0.128	1.385	2.892	0.672	0.063	0.675	1.410	8,201	474	7,728	16,403	168	270	179	176
Jun-10	1.437	0.122	1.453	3.012	0.650	0.055	0.657	1.362	8,202	474	7,728	16,404	175	258	188	184
Jul-10	1.375	0.119	1.466	2.960	0.694	0.061	0.740	1.495	8,204	475	7,728	16,407	168	251	190	180
Aug-10	1.366	0.125	1.451	2.942	0.585	0.053	0.621	1.259	8,205	475	7,728	16,408	166	263	188	179
Sep-10	1.346	0.114	1.342	2.802	0.627	0.053	0.626	1.306	8,207	475	7,728	16,410	164	240	174	171
Oct-10	1.413	0.123	1.311	2.847	1.177	0.102	1.092	2.371	8,207	477	7,728	16,412	172	258	170	173
Nov-10	1.399	0.117	1.297	2.813	1.090	0.091	1.011	2.192	8,209	478	7,728	16,415	170	245	168	171
Dec-10	1.605	0.215	1.375	3.195	1.417	0.189	1.214	2.820	8,212	478	7,728	16,418	195	450	178	195
Jan-11	1.452	0.158	1.338	2.948	1.272	0.139	1.172	2.583	8,227	478	7,728	16,433	176	331	173	179
Feb-11	1.413	0.156	1.339	2.908	1.176	0.130	1.114	2.420	8,228	480	7,728	16,436	172	325	173	177
Mar-11	1.387	0.208	1.343	2.938	1.186	0.178	1.148	2.512	8,229	480	7,728	16,437	169	434	174	179
Apr-11	1.320	0.181	1.323	2.824	0.867	0.118	0.869	1.854	8,248	482	7,728	16,458	160	376	171	172
May-11	1.327	0.162	1.320	2.809	0.564	0.069	0.561	1.194	8,248	483	7,728	16,459	161	336	171	171
Jun-11	1.343	0.156	1.390	2.889	0.545	0.063	0.564	1.172	8,249	483	7,728	16,460	163	323	180	176
Jul-11	1.293	0.151	1.430	2.874	0.425	0.050	0.470	0.945	8,250	484	7,728	16,462	157	312	185	175
Aug-11	1.292	0.150	1.405	2.847	0.479	0.056	0.521	1.056	8,252	485	7,728	16,465	157	310	182	173
Sep-11	1.262	0.146	1.333	2.741	0.564	0.066	0.596	1.226	8,254	486	7,728	16,468	153	301	172	166
Oct-11	1.260	0.142	1.303	2.705	0.730	0.082	0.755	1.567	8,260	486	7,728	16,474	153	292	169	164
Nov-11	1.338	0.167	1.307	2.812	1.099	0.137	1.074	2.310	8,261	486	7,728	16,475	162	344	169	171
Dec-11	1.299	0.164	1.305	2.768	1.103	0.139	1.108	2.350	8,264	487	7,728	16,479	157	337	169	168
Jan-12	1.291	0.145	1.303	2.739	1.032	0.116	1.042	2.190	8,266	488	7,728	16,482	160	232	169	166
Feb-12	1.259	0.137	1.283	2.679	1.006	0.109	1.025	2.140	8,268	488	7,728	16,484	152	281	166	163
Mar-12	1.313	0.153	1.255	2.721	0.968	0.113	0.925	2.006	8,269	488	7,728	16,485	159	314	162	165
Apr-12	1.348	0.145	1.209	2.702	0.906	0.097	0.813	1.816	8,278	488	7,728	16,494	163	297	156	164
May-12	1.333	0.150	1.211	2.694	0.577	0.065	0.525	1.167	8,280	488	7,728	16,496	161	308	157	163
Jun-12	1.365	0.143	1.237	2.745	0.547	0.057	0.496	1.100	8,284	489	7,728	16,501	165	293	160	166
Jul-12	1.372	0.126	1.296	2.794	0.457	0.042	0.431	0.930	8,289	489	7,728	16,506	166	258	168	169
Aug-12	1.383	0.128	1.291	2.802	0.473	0.044	0.441	0.958	8,290	490	7,728	16,508	167	261	167	170
Sep-12	1.349	0.142	1.220	2.711	0.544	0.058	0.492	1.094	8,291	490	7,728	16,509	163	290	158	164
Oct-12	1.327	0.123	1.203	2.653	0.678	0.063	0.615	1.356	8,294	490	7,728	16,512	160	251	156	161
Nov-12	1.343	0.128	1.181	2.652	0.862	0.082	0.758	1.702	8,299	490	7,728	16,517	162	261	153	161
Dec-12	1.383	0.141	1.197	2.721	1.261	0.129	1.091	2.481	8,300	490	7,728	16,518	167	288	155	165
Jan-13	1.357	0.145	1.215	2.717	1.155	0.124	1.034	2.313	8,300	490	7,728	16,518	163	296	157	164
Feb-13	1.349	0.138	1.201	2.688	1.048	0.108	0.933	2.089	8,301	490	7,728	16,519	163	282	155	163
Mar-13	1.402	0.154	1.235	2.791	0.905	0.100	0.797	1.802	8,302	491	7,728	16,521	169	314	160	169

CSD: Cardiff Sanitary Division	TABLE 1
RSF CSD: Ranch Santa Fe Community Service District	ASSUMPTIONS: SB average flow includes San Elijo Hills flow of 0.131 mgd
SB: Solana Beach	SB Connected EDUs includes 300 EDUs for the City of San Diego
EDU: Equivalent Dwelling Unit	

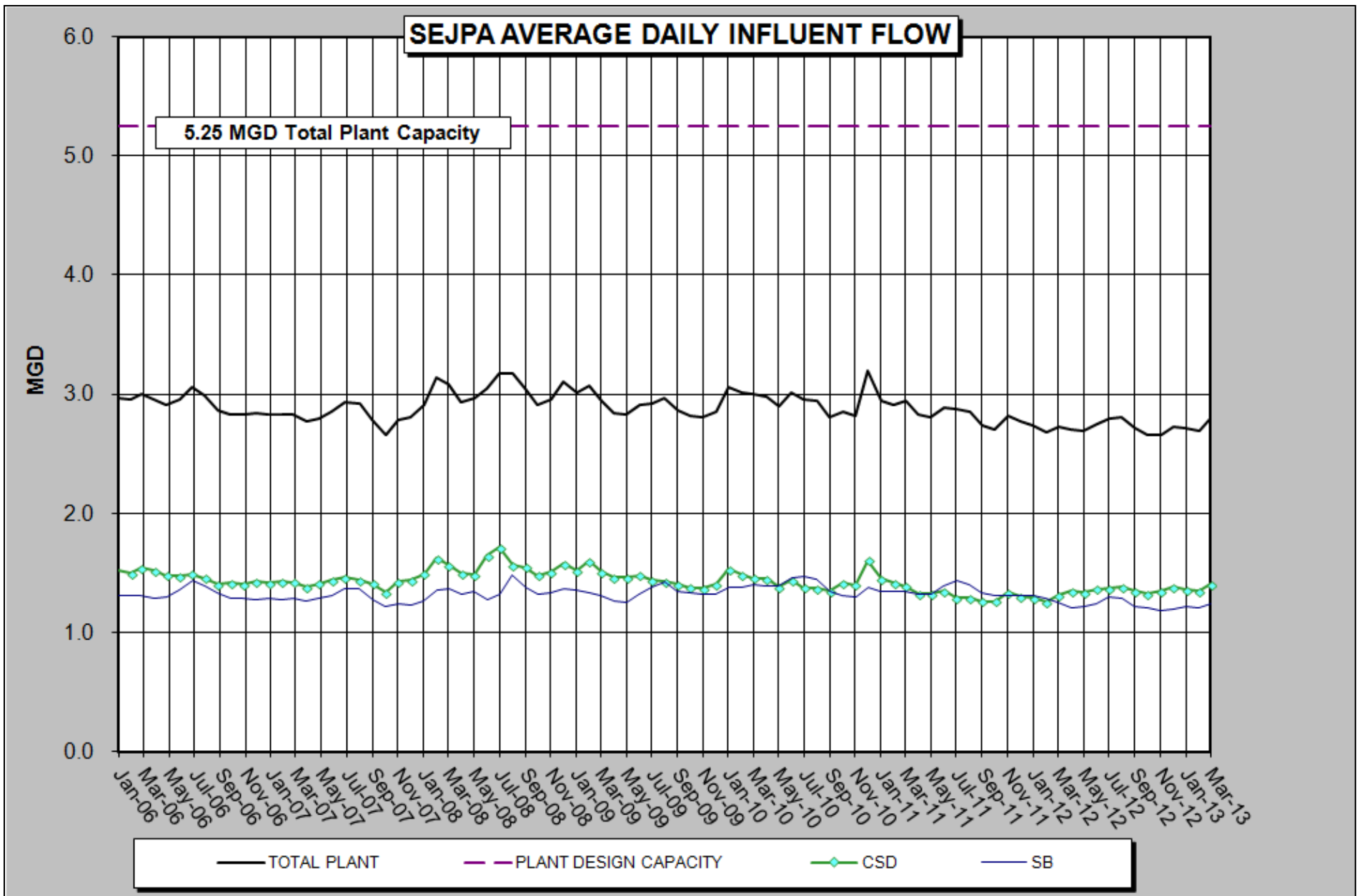


Figure 3

City of Escondido Flows

The average and peak flow rate from the City of Escondido's Hale Avenue Resource Recovery Facility, which discharges through the San Elijo Ocean Outfall, is reported below. The following average flow rate and peak flow rate is reported by the City of Escondido for the month of March.

	March (mgd)
Escondido (Average flow rate)	9.3
Escondido (Peak flow rate)	17.9

Connected Equivalent Dwelling Units

The number of EDUs connected for each of the Member Agencies for the month of March is as follows:

	March (EDU)
Cardiff Sanitary Division	8,302
Rancho Santa Fe SID	491
City of Solana Beach	7,428
San Diego (to Solana Beach)	300
Total EDUs to System	16,521

Respectfully submitted,



Michael T. Thornton, P.E.
General Manager

SAN ELIJO JOINT POWERS AUTHORITY
MEMORANDUM

May 13, 2013

TO: Board of Directors
San Elijo Joint Powers Authority

FROM: General Manager

SUBJECT: SAN ELIJO WATER RECLAMATION PROGRAM – MONTHLY REPORT

RECOMMENDATION

No action required. This memorandum is submitted for information only.

DISCUSSION

Recycled Water Production

For the month of March 2013, recycled water demand was 85.84 acre-feet (AF), which was met using 85.78 AF of recycled water and 0.06 AF of supplementation with potable water. This equates to a blend mix for March of 99.9 percent recycled water and 0.1 percent potable water supplementation.

Figure 1 (attached) provides monthly supply demands for recycled water over the last five years. Figure 2 (attached) provides a graphical view of annual recycled water demand spanning the last twelve fiscal years. Recycled water demand can fluctuate from year to year, which is typically a function of weather. For example, Fiscal Years 2003-04, 2006-07, and 2008-09 were unusually dry years, resulted in increased recycled water demand; and Fiscal Year 2004-05 was an unusually wet year, resulted in lower recycled water demand.

Respectfully submitted,



Michael T. Thornton, P.E.
General Manager

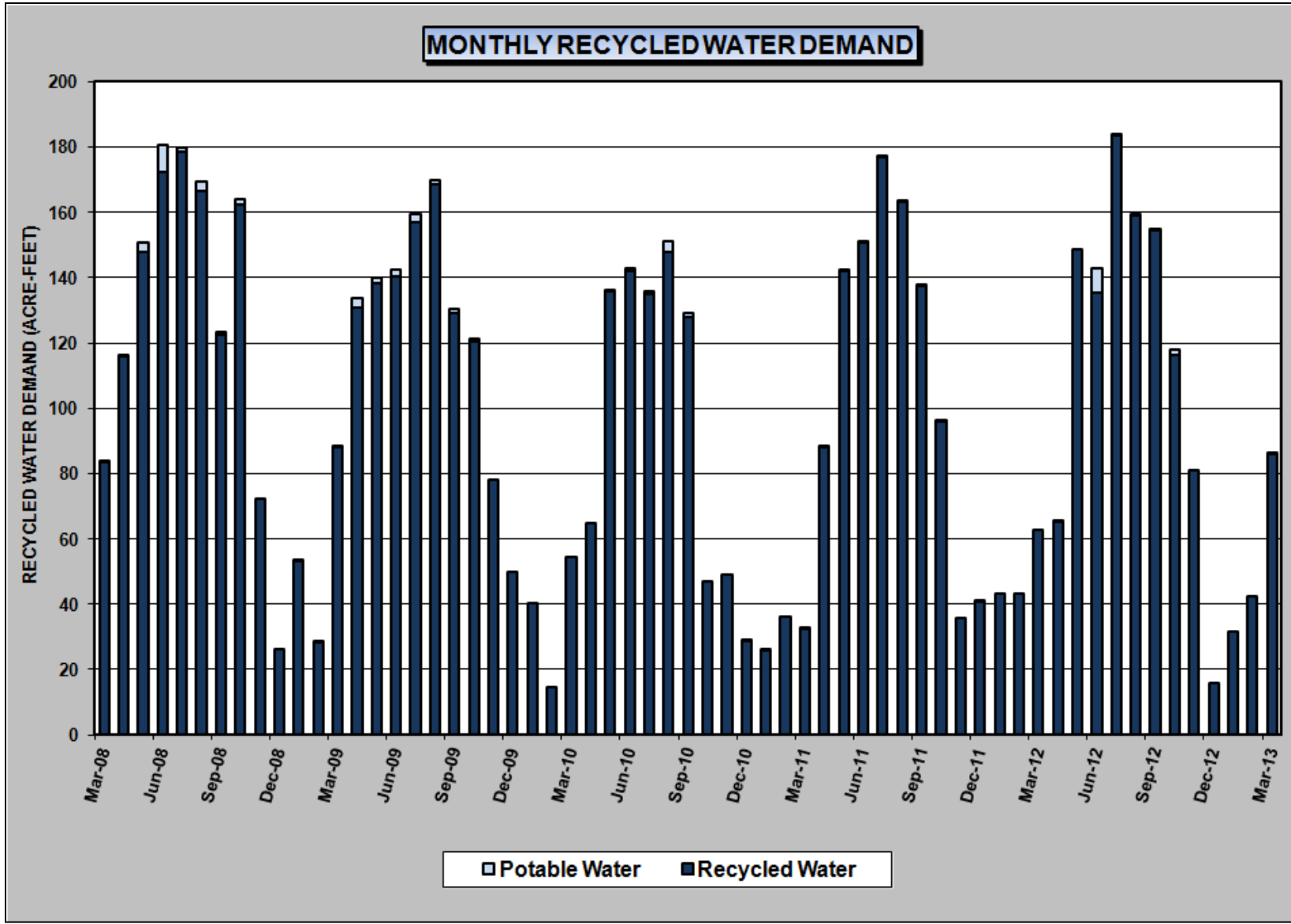


Figure 1

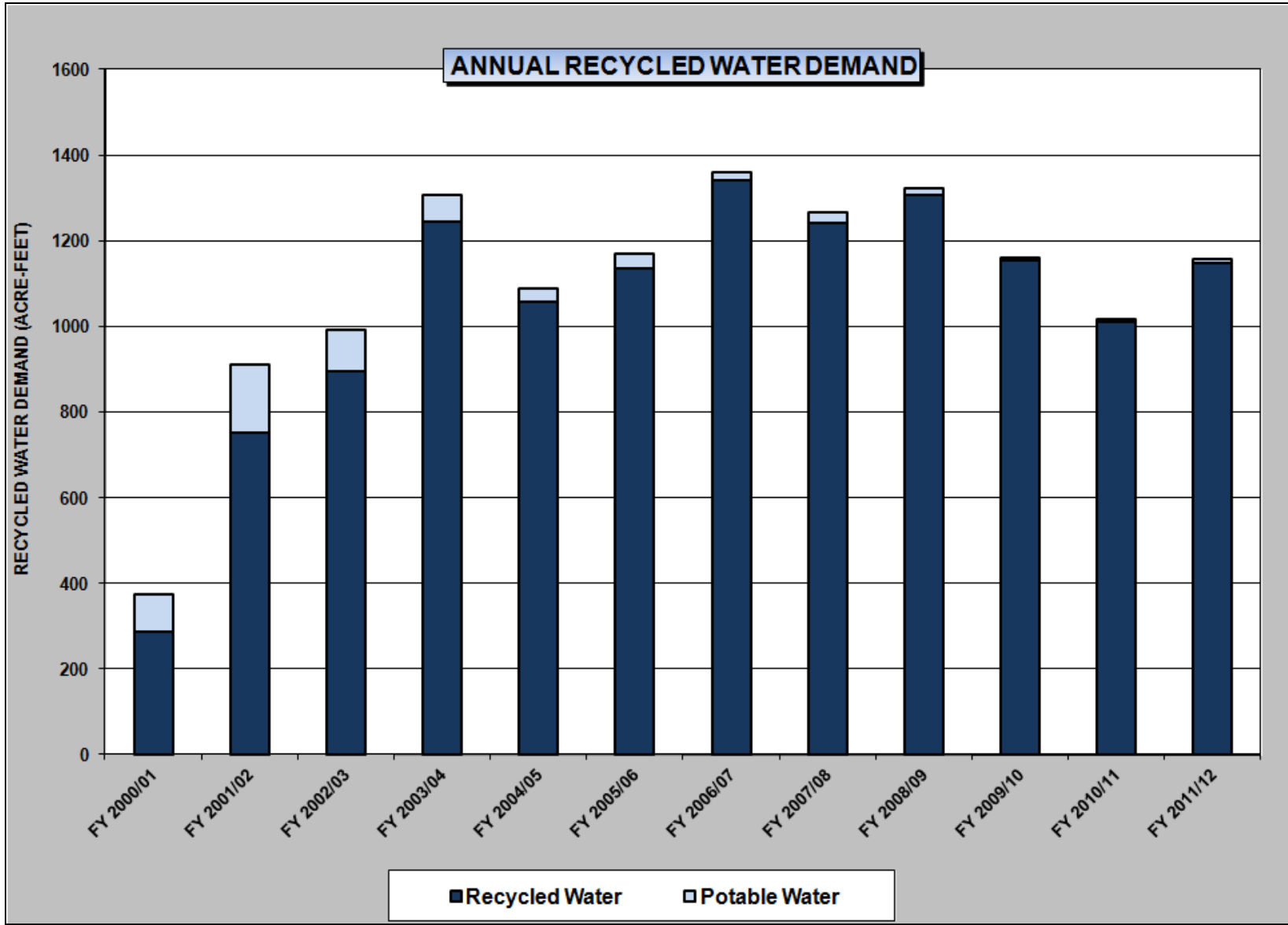


Figure 2

SAN ELIJO JOINT POWERS AUTHORITY
MEMORANDUM

May 13, 2013

TO: Board of Directors
San Elijo Joint Powers Authority

FROM: General Manager

SUBJECT: PROFESSIONAL SERVICES CONTRACT FOR CONSTRUCTION
MANAGEMENT AND AS-NEEDED STAFF EXTENSION RESOURCES

RECOMMENDATION

It is recommended that the Board of Directors:

1. Authorize the General Manager to execute the agreement with Hoch Consulting to provide construction management and as-needed professional services for an amount not to exceed \$79,060; and
2. Discuss and take action as appropriate.

BACKGROUND

The San Elijo Joint Powers Authority (SEJPA) has a variety of engineering, construction, and analytical reporting projects in progress at the San Elijo Water Reclamation Facility. These projects require a specific skill set and knowledge of the SEJPA facility to be completed in a cost effective manner. The SEJPA has used a combination of in-house staff and consultants to provide these services in the past.

DISCUSSION

Based on the knowledge of the existing projects and proposed fee, the SEJPA selected Hoch Consulting for the identified scope of work. Hoch Consulting was selected based on competitive rates and professional knowledge of the SEJPA facilities. The SEJPA began using Hoch Consulting in May 2012. Work completed by Hoch Consulting has been of high quality and value to the agency. As a result, SEJPA management proposes to enter into a new contract with Hoch Consulting in FY 2013/14 for construction management, construction inspection, and as-needed staff services. The anticipated effort for this work is 900 hours.

FINANCIAL IMPACT

The total contract value for the proposed contract amendment is \$79,060. Funds for this work are budgeted in the capital and operations budgets.

It is recommended that the Board of Directors approve the following:

1. Authorize the General Manager to execute the agreement with Hoch Consulting to provide construction management and as-needed professional services for an amount not to exceed \$79,060; and
2. Discuss and take action as appropriate.

Respectfully submitted,



Michael T. Thornton, P.E.
General Manager

Attachments: Hoch Consulting Agreement



Hoch Consulting
3255 Moccasin Avenue
San Diego, CA 92117
(tel.) 858-431-9767
adam@hochconsultingsd.com
www.hochconsultingsd.com

April 26, 2013

Mr. Christopher Trees, P.E.
Director of Operations
San Elijo Joint Powers Authority
2695 Manchester Avenue
Cardiff by the Sea, CA 92007

Subject: Misc. Project Professional Engineering Services Proposal

Dear Mr. Trees:

The San Elijo Joint Powers Authority (SEJPA) identified several improvement and maintenance projects and reports to be completed at SEJPA facilities in the near-term and expressed interest in pursuing assistance to complete these projects. The following summarizes Hoch Consulting's proposed scope of services, schedule, and budget for these services.

Proposed Scope of Services:

Task 1: Project Management/Design for the Storm Water Diversion Structure Project

As part of the North San Diego County Cooperative Demineralization Project, SEJPA proposed to construct two low-flow storm water diversion structures. One diversion structure will be located in the City of Solana Beach at the Seascape Sur HOA. The other diversion structure will be located on SEJPA property. Each structure is intended to divert low-flow urban runoff to the SEWRF for treatment.

Hoch Consulting proposes to prepare a preliminary design report for the storm water diversion structures and to provide a final design, bidding services, and construction management services for the storm water diversion structure located on SEJPA property. Preliminary design services include (1) review of existing work, (2) data collection and review, (3) conceptual layout/design for two sites, (4) report preparation, and (5) meetings and coordination. Additional services include (1) final contract documents – drawings & specifications – for the structure on SEJPA property, (2) bidding services, and (3) construction management services. It is assumed that SEJPA will provide any necessary Electrical or Mechanical Engineering/Design assistance. Final contract documents and bidding services assume this project does not exceed the threshold for public bidding requirements.

Estimated Effort: 152 hours.

Task 2: Project Management Services for Blower No. 5 Project

In 2012, SEJPA analyzed replacing one or more existing centrifugal blowers with one or more turbo blowers in an effort to reduce the costs of aeration. At that time, several blower manufacturers were contacted and several blowers were evaluated. However, an ultimate blower configuration was not chosen. SEJPA has expressed an interest in a lease/purchase of the blowers. Funding has already been procured for this project, and potential rebates have been identified.

Hoch Consulting proposes to provide project management services for the Blower No. 5 Project. Anticipated services include (1) preparation and distribution of a request for proposal (RFP), (2) rebate coordination, (3) coordination with blower manufacturers, (4) review of proposals, (5) review of procurement contract, and (6) management of installation. Under this approach, the RFP will include performance metrics, performance incentives, and/or ranking structure (as determined by Hoch Consulting and SEJPA) to be met by the blower manufacturers.

Estimated Effort: 184 hours.

Task 3: Project Management Services for Moonlight Beach Pump Station (MBPS) Coating & HVAC Project

The Moonlight Beach Pump Station currently has a T-lock lining in a portion of its wet well and is not lined in the remainder of the wet well. The T-lock lining and concrete within the unlined portion of the wet well are showing signs of wear and are due for routine refurbishment to extend the life of the wet well. Additionally, the HVAC system is not performing at a level acceptable to SEJPA (e.g. salt-laden condensate has been observed leaking from the ductwork and corroding equipment below).

Hoch consulting proposes to provide project management, design, and construction management services for the MBPS Coating and HVAC Project. Anticipated services include (1) field investigations, (2) final contract documents – drawings & specifications, (3) bidding services, (4) and construction management. It is assumed that SEJPA will provide any necessary Electrical or Mechanical Engineering/Design assistance. Final contract documents and bidding services assume this project does not exceed the threshold for public bidding requirements.

Estimated Effort: 120 hours.

Task 4: AWT CM Services Extension

The AWT Project has exceeded the original construction completion date of February, 2013 and is now forecast to be completed in May 2013. Hoch Consulting proposes to provide construction management services to project completion due to the extended construction schedule.

Anticipated services include, (1) pay request review, (2) change order preparation, (3) field observation, (4) punch list review, and (5) coordination of contract close-out.

Estimated Effort: 64 hours.

Task 5: Administration Building Conceptual Design Report

In February 2013, the San Elijo Joint Powers Authority (SEJPA) identified several areas for locating new administrative buildings. SEJPA is currently analyzing the project scope and budget for each potential location. SEJPA has expressed interest in obtaining professional engineering services to support in these analyses.

Hoch Consulting proposes to provide project management services including, but not limited to, assistance in evaluating the project scope and budget for new administrative building space. Anticipated services include development of a project work plan (including financing, environmental documentation, administration, land purchase & easements, planning, design & engineering, permitting, construction & implementation, other fees, and environmental compliance/ mitigation/ enhancement) and budget for two (2) potential locations, preparation of a conceptual design report, preparation of board reports, and miscellaneous tasks as assigned.

Estimated effort: 80 hours.

Task 6: Industrial Waste Survey

As part of SEJPA's NPDES Permit, NPDES Permit No. CA 0107999, SEJPA is required to conduct an Industrial Waste Survey (IWS) of all the industrial users (IUs) in the service area of the SEWRF to determine whether any IUs are subject to pretreatment standards specified in 40 CFR Part 403. The IWS is required during the 12-month period beginning November 1, 2013 through October 31, 2014.

Hoch Consulting proposes to conduct an industrial waste survey in conformance with Order No. R9-2010-0087. Anticipated services include (1) data collection, review, and analysis, (2) IU field inspection, and (3) report preparation. The report will supplement data collected as part of SEJPA's priority pollutant monitoring, which is required during the same period of time.

Estimated Effort: 46 hours.

Task 7: Ocean Outfall Report

As part of SEJPA's NPDES Permit, NPDES Permit No. CA 0107999, SEJPA is required to conduct an ocean outfall report, within one year of the Order's expiration date, and to submit the report to the Regional Water Board no later than 180 days prior to the Order's expiration date.

Hoch Consulting proposes to prepare an Ocean Outfall Report in conformance with Order No. R9-2010-0087. Anticipated services include (1) data collection, review, and analysis, (2) preparation of an ultimate flow projection report for SEJPA, (3) meetings & coordination, and (4) preparation of the Ocean Outfall Report. It is anticipated that a flow projection report for the Hale Avenue Resource Recovery Facility (HAARF) and that a report on the physical condition of the ocean outfall will be provided to Hoch Consulting.

Estimated Effort: 98 hours.

Task 8: Conveyor Belt Project

SEJPA currently uses a Serpentix conveyor belt to transfer sludge cake into a hopper that feeds a hauling trailer. The existing conveyor is nearing the end of its useful life and requires frequent maintenance. SEJPA is seeking to replace the existing conveyor belt with a screw conveyor.

Hoch Consulting proposes to provide (1) assistance with procurement of the screw conveyor, (2) plans and specifications for the construction phase of the project, and (3) construction management services. It is assumed that SEJPA will provide any necessary Electrical or Mechanical Engineering/Design assistance. Final contract documents and bidding services assume this project does not exceed the threshold for public bidding requirements. Construction management service estimates do not include night or weekend work.

Estimated Effort: 96 hours.

Task 9: As-Needed Professional Engineering Services

SEJPA has expressed interest in procuring as-needed professional engineering services. Hoch Consulting proposes to provide as-needed professional engineering services. These services are anticipated to include (1) board report preparation, storm water report preparation, quarterly non-storm water discharge monitoring, IRWM Grant Quarterly Progress Reports, and other as-needed assignments.

Estimated Effort: 60 hours.

Schedule and Fee:

The professional engineering services as identified above can be completed within eight months, on a prioritized schedule set by SEJPA, from the date of acceptance of this proposal. Hoch Consulting proposes to perform the above described services on a time-and-material basis not to exceed \$79,240, as summarized in the attached fee proposal.

I greatly appreciate the opportunity to work for the SEJPA. If you have any questions about this proposal, please do not hesitate to contact me.

Sincerely,
Hoch Consulting



Adam Hoch, P.E.
Principal
License No. C77635

Attachments: Fee Proposal

SEJPA Professional Engineering Services						Hoch Consulting	
Classification	Labor		Miscellaneous		Total Fees		
	Principal (\$125/hr)	Total Labor	Subconsultants	Expenses	Discounts*	Total	
Task 1: Storm Water Diversion Structure PDR & Design	152	\$ 19,000.00	\$ -	\$ -	\$ (5,320.00)	\$ 13,680.00	
Task 2: Blower No. 5 Project Management	184	\$ 23,000.00	\$ -	\$ -	\$ (6,440.00)	\$ 16,560.00	
Task 3: Moonlight Beach PS Coating/HVAC Project PM	120	\$ 15,000.00	\$ -	\$ -	\$ (4,200.00)	\$ 10,800.00	
Task 4: AWT	64	\$ 8,000.00	\$ -	\$ -	\$ (4,000.00)	\$ 4,000.00	
Task 5: Administration Building Development	80	\$ 10,000.00	\$ -	\$ -	\$ (2,800.00)	\$ 7,200.00	
Task 6: Industrial Waste Survey	46	\$ 5,750.00	\$ -	\$ -	\$ (1,610.00)	\$ 4,140.00	
Task 7: Ocean Outfall Capacity Study	98	\$ 12,250.00	\$ -	\$ -	\$ (3,430.00)	\$ 8,820.00	
Task 8: Screw Conveyor Project	96	\$ 12,000.00	\$ -	\$ -	\$ (3,360.00)	\$ 8,640.00	
Task 9: As-Needed Professional Engineering Services	60	\$ 7,500.00	\$ -	\$ -	\$ (2,100.00)	\$ 5,400.00	
Total	900	\$ 112,500.00	\$ -	\$ -	\$ (33,260.00)	\$ 79,240.00	

* Effective hourly rate is \$90/hr

SAN ELIJO JOINT POWERS AUTHORITY
MEMORANDUM

May 13, 2013

TO: Board of Directors
San Elijo Joint Powers Authority

FROM: Director of Finance/Administration

SUBJECT: SAN ELIJO JOINT POWERS AUTHORITY FISCAL YEAR 2013-14
RECOMMENDED BUDGET UPDATE

RECOMMENDATION

It is recommended that the Board of Directors:

1. Discuss and take action as appropriate.

DISCUSSION

In April 2013, SEJPA staff presented the FY 2013-14 Recommended Budget to the Board of Directors for their review and comment. During the past month, SEJPA staff has had discussions with staff members from both Member Agencies to receive comments and/or suggested changes.

There are two reportable changes to the recommended budget. First, there is a correction to the text of Page 28 which originally stated that savings to the Cardiff Sanitary Division budget would be 11 percent, it should have read 6 percent. Also, this month the SEJPA completed the recycled water distribution pipeline purchase with Santa Fe Irrigation District, and made the \$50,000 down payment as required by the terms of the agreement. Therefore, that payment has been removed from next year's budget.

The budget will be presented to the Board of Directors for adoption at the June meeting along with the investment policy and appointment of SEJPA Treasurer. Any action from this meeting will be incorporated into the budget before the June meeting.

It is, therefore, recommended that the Board of Directors:

1. Discuss and take action as appropriate.

Respectfully submitted,



Gregory Lewis
Director of Finance/Administration

SAN ELIJO JOINT POWERS AUTHORITY
MEMORANDUM

May 13, 2013

TO: Board of Directors
San Elijo Joint Powers Authority

FROM: General Manager

SUBJECT: PROPOSED 2013-14 MASTER PLAN FOR THE SAN ELIJO WATER
RECLAMATION FACILITY

RECOMMENDATION

It is recommended that the Board of Directors:

1. Authorize General Manager to issue a Request for Proposals to update the 2007 San Elijo Water Reclamation Facility Master Plan; and
2. Discuss and take action as appropriate.

BACKGROUND

The San Elijo Water Pollution Control Facility was originally constructed in 1965 as a primary treatment, ocean discharge facility. Since its original construction, the facility has experienced many minor improvement projects and two major facility upgrades. The first major upgrade project was to meet Clean Water Act standards, which was commenced in 1989 and completed in 1991. This construction project added four aeration basins, five secondary clarifiers, two flow equalization basins, two anaerobic digesters, two dissolved air flotation tanks, two sludge belt presses, and other mechanical and electrical system improvements. With the completion of this project, the San Elijo Water Pollution Control Facility had an average day treatment capacity of 5.25 million gallons per day. The cost of the upgrade project was approximately \$24 million in 1989 dollars.

The second major upgrade project was the construction of the recycled water treatment, storage, and distribution facilities. This project commenced in 1998 and was completed in 2000. With the completion of this project, the facility was renamed the San Elijo Water Reclamation Facility. This project included the construction of sand filtration systems, chlorine disinfection system, a distribution pump station, two offsite reservoirs, one pressure boosting station, and approximately 17 miles of recycled water pipelines. The cost of the upgrade project was approximately \$16 million in 1998 dollars.

In 2007, the SEJPA retained Carollo Engineers to prepare a wastewater facilities master plan. The master plan is a planning document with specific guidance and direction on asset management, facility planning, and program budgeting. The plan identified short term (5-year)

projects focused on existing infrastructure condition and the most critical upgrades needed to protect the asset value of the existing equipment and facilities. Long term (20-year) projects were identified for process efficiency, facility replacement needs, and future regulatory compliance improvements.

DISCUSSION

Since the Facility Master Plan was completed in 2007, many of the short term projects have been constructed and some funding has been collected in preparation for long term projects. It is a best management practice to regularly review and update facility master plans in order to keep planning efforts current and to incorporate changing conditions and new regulations. At this time, Staff seeks to update the 2007 Facility Master Plan. This update is anticipated to include an evaluation of the facility assets, including, mechanical and seismic review, electrical systems review, a short and long term capital improvement plan, and a phased 10-year facility capital improvement plan.

The SEJPA will interview at least three qualified consulting firms to evaluate each firm's project team, performance on other similar work, proposed approach, innovative ideas, and value added concepts. The firm that represents the best combination of qualifications, project understanding and innovative or value based ideas will be selected for contract negotiations. The contract, scope of work, and fee will then be presented to the SEJPA Board for consideration at a future Board meeting.

FINANCIAL IMPACT

The cost associated with updating the facility master plan is expected to be in the range of \$60,000 to \$100,000 but will depend on the final negotiated scope and approval by the Board of Directors. The 2007 Master Plan was completed for a cost \$107,000. Staff anticipates building from the foundation work developed in the 2007 master plan and expects cost savings as a result.

It is therefore recommended that the Board of Directors:

1. Authorize General Manager to issue a Request for Proposals to update the San Elijo Water Reclamation Facility Master Plan; and
2. Discuss and take action as appropriate.

Respectfully submitted,



Michael T. Thornton, PE
General Manager

SAN ELIJO JOINT POWERS AUTHORITY
MEMORANDUM

May 13, 2013

TO: Board of Directors
San Elijo Joint Powers Authority

FROM: General Manager

SUBJECT: MEMORANDUM OF UNDERSTANDING BETWEEN THE SAN ELIJO JOINT
POWERS AUTHORITY AND THE CITY OF ENCINITAS FOR USE OF SEJPA
LABORATORY SPACE

RECOMMENDATION

It is recommended that the Board of Directors:

1. Authorize the General Manager to execute a Memorandum of Understanding with the City of Encinitas, for the provision of shared laboratory space at the San Elijo Water Reclamation Facility; and
2. Discuss and take action as appropriate.

BACKGROUND

The City of Encinitas (CITY) is required to implement water quality monitoring programs to actively seek and eliminate illicit discharges and connections into its Municipal Separate Storm Sewer Systems (MS4s). The CITY currently implements several water quality monitoring programs year round including; coastal storm drain monitoring, dry weather storm drain monitoring, MS4 outfall monitoring, and other special studies as necessary. The coastal storm drain monitoring and the MS4 outfall monitoring program require that samples be collected in the field and submitted to an accredited lab for analytical laboratory analysis.

The CITY has approached the SEJPA to inquire if the City could utilize work space within the SEJPA laboratory. The San Elijo Water Reclamation Facility has an accredited laboratory for conducting analytical laboratory analyses. The laboratory has adequate room to provide the City staff work space for conducting water quality analyses and for storing field supplies, monitoring equipment, and laboratory chemicals.

DISCUSSION

Both the SEJPA and the CITY desire to serve its communities by providing public services in an efficient and fiscally responsible manner. The purpose of this MOU is to provide mutually beneficial public services in a cost efficient manner through the use of shared resources. SEJPA staff has worked with the CITY to draft this MOU and the MOU has been review by the SEJPA's legal counsel.

FINANCIAL IMPACT

The proposed MOU is essentially cost neutral to the SEJPA. The MOU does provide an opportunity for required public services to be conducted in a safe and efficient manner.

It is therefore recommended that the Board of Directors:

1. Authorize the General Manager to execute the Memorandum of Understanding with the City of Encinitas, for the provision of laboratory space at the San Elijo Water Reclamation Facility; and
2. Discuss and take action as appropriate.

Respectfully submitted,



Michael T. Thornton, PE
General Manager

ATTACHMENT A: Memorandum of Understanding (MOU) for the Use of San Elijo Joint Powers Authority (SEJPA) Laboratory Space between SEJPA and City of Encinitas (CITY) Engineering Services Department, Clean Water Program

Attachment A to Agenda Item No. 15

**MEMORANDUM OF UNDERSTANDING (MOU)
FOR USE OF SAN ELIJO JOINT POWERS AUTHORITY (SEJPA)
LABORATORY SPACE
between
SEJPA
and
City of Encinitas (CITY)
Engineering Services Department, Clean Water Program**

This Memorandum of Understanding (“MOU”), dated for convenience the ___ day of May, 2013, by and between the San Elijo Joint Powers Authority, a California joint powers authority, hereinafter referred to as “SEJPA”, and the City of Encinitas, a municipal corporation, hereinafter referred to as “City”. SEJPA and the CITY may be referred to herein individually as a “Party” and collectively as the “Parties”. For valuable consideration, including the mutual promises, observations and covenants hereinafter contained, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

I. PURPOSE AND SCOPE

The purpose of this MOU is to clearly identify the roles, responsibilities, and obligations of each Party as they relate to the non-exclusive use by the CITY of certain laboratory space located at the SEJPA San Elijo Water Reclamation Facility at 2695 Manchester Ave., Cardiff by the Sea, CA 92007. The scope of this MOU is to allow the CITY to store its own water quality monitoring chemical field kits, calibration solutions, laboratory supplies, and monitoring equipment in the SEJPA designated laboratory space, and to allow CITY staff to perform water quality monitoring analyses in the SEJPA laboratory.

The premise to this MOU is to provide mutually beneficial public services in a cost efficient manner through the use of shared resources.

II. BACKGROUND

As defined by current Municipal Stormwater Permit requirements, the CITY is required to implement water quality monitoring programs to actively seek and eliminate illicit discharges and connections into its Municipal Separate Storm Sewer Systems (MS4s). The CITY currently implements several water quality monitoring programs year round including; coastal storm drain monitoring, dry weather storm drain monitoring, MS4 outfall monitoring and other special studies as determined necessary.

The coastal storm drain monitoring and the MS4 outfall monitoring program require that samples be collected in the field and submitted to an accredited lab for analytical laboratory analysis.

The dry weather storm drain monitoring program requires that samples be collected in the field and field screened for the following constituents: specific conductance, turbidity, pH, reactive phosphorous, nitrate nitrogen, ammonia nitrogen and surfactants (MBAS). Additionally, samples are also required to be collected for analytical laboratory analysis of the following constituents: total hardness, cadmium (dissolved) lead (dissolved), zinc (dissolved), copper (dissolved), oil and grease, Diazinon and Chlorpyrifos, Enterococcus bacteria, total coliform bacteria and fecal coliform bacteria.

III. SAN ELIJO JOINT POWERS AUTHORITY RESPONSIBILITIES UNDER THIS MOU

The SEJPA's sole obligations pursuant to this MOU are as follows:

The SEJPA will allow the CITY, subject to the CITY's compliance with all of its obligations under this MOU including but not limited to maintenance of insurance or self-insurance and adherence to all safety protocols, rules, regulations and requirements, to:

- Gain non-exclusive entry into SEJPA designated areas of the SEJPA laboratory during SEJPA laboratory working hours,
- Allow the CITY to store in SEJPA designated areas of the SEJPA laboratory chemical field kits, calibration solutions, laboratory supplies, field and related equipment, and
- Allow CITY staff to perform field screening analysis in SEJPA designated laboratory space.

IV. CITY OF ENCINITAS RESPONSIBILITIES UNDER THIS MOU

The CITY'S obligations pursuant to this MOU are as follows:

- The CITY agrees to lease the non-exclusive laboratory space as designated by SEJPA for a fee of One Dollar (\$1) per year, to be paid by the CITY to SEJPA on May 1 of each year in which this MOU remains in effect. The Parties understand that the non-exclusive laboratory space shall be designated by SEJPA in its sole discretion. The Parties currently contemplate a SEJPA designated area approximately 20 feet by 20 feet, but such dimensions are not guaranteed and are subject to change based on the operational needs of the SEJPA.
- The CITY will be responsible for any direct costs associated with this MOU including chemicals, supplies, and waste disposal fees that directly relate to the CITY'S activities. The CITY remains responsible to supply all tools, materials, and equipment required to perform any laboratory services. Should SEJPA incur any such direct costs, SEJPA shall invoice the CITY. The CITY shall pay SEJPA within thirty (30) days of receipt of such invoice.

V. IT IS FURTHER MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES THAT:

The Parties agree and acknowledge that this MOU does not constitute a partnership or a joint venture and no employer-employee relationship exists between Parties. Except as otherwise stated in this MOU to ensure the safety of its facility, SEJPA shall not exercise any control or direction over the methods by which the CITY performs its laboratory services at SEJPA's laboratory. The Parties agree that no work, act, commission or omission of the CITY or any of its agents, employees, subcontractors, volunteers, officials, officers or representatives pursuant to this MOU shall be construed to make the CITY or such individuals the

agent, employee or servant of SEJPA. The CITY and its agents, employees, subcontractors, volunteers, officials, officers or representatives are not entitled to receive from SEJPA vacation pay, sick leave, retirement benefits, Social Security, workers' compensation, disability benefits, unemployment benefits or any other employee benefit of any kind. The CITY shall be solely responsible for paying all federal and state employment and income taxes, for carrying workers' compensation insurance and for otherwise complying with all other employment law requirements with respect to the CITY or its agents, employees, subcontractors, volunteers, officials, officers or representatives.

All CITY agents, employees, subcontractors, volunteers, officials, officers or representatives will be insured by the CITY at the CITY's sole cost. The CITY shall procure and maintain in full force and effect for the duration of this MOU, insurance or self-insurance against claims for injuries to persons or damages to property which may arise from or in connection with this MOU, including the performance of laboratory services at SEJPA, by the CITY, its agents, employees, subcontractors, volunteers, officials, officers or representatives. Insurance policies shall be on an occurrence basis, and shall at a minimum include:

- Workers Compensation insurance as required by California law with statutory limits;
- Employer's Liability with a combined single limit of no less than One Million Dollars (\$1,000,000) per claim for bodily injury or disease;
- General Liability covering bodily injury, personal injury and property damage with a combined single limit of no less than One Million Dollars (\$1,000,000) per occurrence, and a minimum annual aggregate of Three Million Dollars (\$3,000,000); and
- Automobile Liability covering bodily injury and property damage and accidents arising out of the use and operation of owned, non-owned and hired automobiles, trucks and/or other mobile equipment with a combined single limit of no less than One Million Dollars (\$1,000,000) per claim for bodily injury or property damage.

The CITY shall provide additional insured insurance coverage for SEJPA, its member agencies, and each of their respective officers, officials, directors, employees, volunteers and agents (collectively, the "Insured Parties") under general liability and automobile liability policies. The coverage shall contain no special limitations on the scope of protection afforded to the Insured Parties. The CITY's insurance shall be primary insurance as respects Insured Parties, and each of them, and any insurance, self-insurance or other coverage maintained by Insured Parties shall be excess of the CITY's insurance and shall not contribute to it. The CITY's insurance shall apply separately to each of the Insured Parties against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability. The City shall provide proof of such insurance at SEJPA's request. SEJPA reserves the right to request complete copies of all applicable policies and endorsements.

All CITY agents, employees, subcontractors, volunteers, officials, officers or representatives working in the SEJPA laboratory are required to follow Industry and SEJPA safety protocols. SEJPA retains the right to refuse work space access to CITY agents, employees, subcontractors, volunteers, officials, officers or representatives that do not follow safety protocols or that violate any request, notification or other communication by SEJPA, including any SEJPA lab supervisor, concerning the acceptable and safe use of SEJPA laboratory space. The CITY shall be solely and completely responsible for the safety of all CITY agents, employees, subcontractors, volunteers, officials, officers or representatives

performing laboratory services at SEJPA, and to ensure such individuals follow all applicable safety protocols, rules, regulations and requirements.

No verbal agreement or conversation with any officer, agent or employee of SEJPA, either before, during or after the execution of this MOU, shall effect or modify any of the terms or obligations herein contained nor shall such verbal agreement or conversation entitle CITY to any payment, service, or supplies whatsoever.

Notwithstanding Government Code section 895.2, CITY agrees to indemnify and hold the SEJPA, and the City of Solana Beach, the member agency of SEJPA that is not a party to this Agreement, and each of their respective officers, officials, directors, employees and agents harmless from, and against any and all liabilities, claims, demands, causes of action, losses, damages, penalties, expenses and costs, including all costs of defense thereof and reasonable attorney's fees, arising out of, or in any manner connected directly or indirectly with, any acts or omissions of CITY or CITY'S agents, employees, subcontractors, volunteers, officials, officers or representatives, including SEJPA's active or passive negligence, except for such loss or damage arising from the sole negligence or willful misconduct of the SEJPA. The CITY's foregoing indemnity and hold harmless obligation includes, but is not limited to, the CITY's failure to comply with employment law requirements, or a third party's designation of any of the CITY's agents, employees, subcontractors, volunteers, officials, officers or representatives as an employee of EWA.

Except as otherwise provided in this Section, upon demand, CITY shall, at its own expense, defend SEJPA, the City of Solana Beach, and each of their respective officers, officials, directors, employees and agents, from and against any and all such liabilities, claims, demands, causes of action, losses, damages and costs.

If this MOU involves an expenditure of public funds in excess of Ten Thousand Dollars (\$10,000), it is subject to examination and audit of the State Auditor, at the request of either Party, or as part of any audit of the SEJPA or the CITY, for a period of three years after final payment under the MOU.

This MOU shall not be assignable by either Party without the prior written consent of the other Party.

The Parties agree and acknowledge that this MOU contains the entire content of the agreement between the Parties regarding the subject matter contained herein, and neither Party nor any of its agents or employees has relied on any representation or statement of the other Party except as specifically set forth herein.

Any contingencies or modifications to this MOU will be discussed and agreed upon by both the SEJPA and the CITY. This MOU may not be modified or amended except in writing signed by both Parties.

The Director of Engineering/Public Works of the CITY is empowered to act on behalf of the CITY in carrying out this MOU, and duly authorized and empowered to sign this MOU on behalf of the CITY.

All communications, notices and demands of any kind which either Party may be required or may desire to give to or serve upon the other Party may be effected by personal delivery in writing or by enclosing the written communication, notice or demand in a sealed envelope and depositing it in the United States mail, postage prepaid and addressed to the respective parties as follows:

TO SEJPA: San Elijo Joint Powers Authority
2695 Manchester Ave.
Cardiff by the Sea, CA 92007
Attention: Mike Thornton, General Manager

TO CITY: City of Encinitas
505 S. Vulcan Avenue
Encinitas, CA 92024-3633
Attention: Glenn Pruum, Director of Engineering/Public Works

Each Party may change the address identified above by giving written notice in accordance with this MOU. Notices delivered personally will be deemed communicated as of the date of actual receipt; mailed notices will be deemed communicated as of the date of receipt or the fifth day after mailing, whichever occurs first.

VI. EFFECTIVE DATE AND SIGNATURES

This MOU shall be effective upon the signature of SEJPA and authorized officials for the CITY. The term of the MOU shall be from May 1, 2013 to May 1, 2015.

Both Parties indicate agreement with this MOU by their signatures.

This MOU may be renewed upon mutual written agreement by SEJPA and the CITY.

VII. TERMINATION

Either Party may terminate this MOU in its entirety with a 60-day termination notice upon written notice to the other Party. Upon termination of this MOU, the CITY'S indemnity, hold harmless and defense obligations under this MOU shall survive and remain in full force and effect irrespective of when such suit or claim may be brought, and the CITY shall immediately pay any amounts due to the SEJPA under this MOU.

Signature and Dates

Michael T. Thornton, P.E. **Date**
General Manager
San Elijo Joint Powers Authority

Glenn Pruum **Date**
Director of Engineering/Public Works
City of Encinitas