

AGENDA
REGULAR BOARD MEETING OF THE
SAN ELIJO JOINT POWERS AUTHORITY
AUGUST 15, 2023 AT 8:30 A.M.
SAN ELIJO WATER CAMPUS – BOARD MEETING ROOM
2695 MANCHESTER AVENUE
CARDIFF BY THE SEA, CALIFORNIA

1. CALL TO ORDER
2. ROLL CALL
3. PLEDGE OF ALLEGIANCE
4. ORAL COMMUNICATIONS/PUBLIC COMMENT PERIOD (NON-ACTION ITEM)
5. AWARDS AND RECOGNITION
Todd Hutchinson, Lead Operator – 25 years of service
6. * **CONSENT CALENDAR**
7. * [APPROVAL OF MINUTES FOR JUNE 20, 2023 MEETING](#)
- 8a. * [APPROVAL FOR PAYMENT OF WARRANTS AND MONTHLY INVESTMENT REPORTS - JUNE](#)
- 8b. * [APPROVAL FOR PAYMENT OF WARRANTS AND MONTHLY INVESTMENT REPORTS - JULY](#)
- 9a. * [WASTEWATER TREATMENT REPORT - MAY](#)
- 9b. * [WASTEWATER TREATMENT REPORT - JUNE](#)
- 10a.* [RECYCLED WATER REPORT - MAY](#)
- 10b.* [RECYCLED WATER REPORT - JUNE](#)
11. * [REPORTABLE MEETINGS](#)
12. * [PROPOSITION 1 INTEGRATED REGIONAL WATER MANAGEMENT, GRANT ACCEPTANCE](#)
13. * [ACCEPTANCE OF COMPLETION – CONTRACTS FOR MANCHESTER EMERGENCY RECYCLED WATER PIPELINE REPAIR, WATER CAMPUS EMERGENCY RECYCLED WATER PIPELINE REPAIR, AWP STRUCTURE PAINTING SERVICES, AND SOLAR SYSTEM INSTALLATION](#)

14. * 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

15. [AWARD CONSTRUCTION CONTRACT FOR THE MOONLIGHT BEACH PUMP STATION MODIFICATIONS PROJECT](#)

1. Authorize the General Manager to award construction of the Moonlight Beach Pump Station Modifications Project to Ahrens Mechanical and execute contract in the lump sum amount of \$1,570,000; and
2. Discuss and take action as appropriate.

Staff Reference: General Manager

16. [AWARD OF PROFESSIONAL ENGINEERING AND DESIGN SERVICES FOR BIOLOGICAL TREATMENT IMPROVEMENTS PROJECT](#)

1. Authorize the General Manager to execute Professional Services Agreement with Trussell Technologies in an amount not-to-exceed \$891,100 for design of the Biological Treatment Improvements Project with cost shared between the Recycled Water Program and Wastewater Program; and
2. Discuss and take action as appropriate.

Staff Reference: General Manager

17. [EXTENSION OF SURPLUS RECYCLED WATER AGREEMENT BETWEEN THE SAN ELIJO JOINT POWERS AUTHORITY \(SEJPA\), THE SAN DIEGUITO WATER DISTRICT \(SDWD\), AND THE ENCINITAS RANCH GOLF AUTHORITY \(ERGA\)](#)

1. Authorize the General Manager to execute the proposed Surplus Recycled Water Agreement in a form substantially similar to the agreement attached hereto, subject to non-substantive revisions approved by the General Manager and reviewed by SEJPA legal counsel; and
2. Discuss and take action as appropriate.

Staff Reference: General Manager

18. GENERAL MANAGER'S REPORT

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

19. GENERAL COUNSEL'S REPORT

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

20. 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.

21. CLOSED SESSION

The Board will adjourn to Closed Session to discuss item(s) identified below. Closed Session is not open to the public; however, an opportunity will be provided at this time if members of the public would like to comment on any item listed below. (Three-minute limit.) 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".

A closed session will be held per Government Code 54956.9(d)(2), Exposure to Litigation – One potential matter.

22. ADJOURNMENT

The next regularly scheduled San Elijo Joint Powers Authority Board Meeting will be Tuesday, September 19, 2023 at 8:30 a.m.

NOTICE:

The San Elijo Joint Powers Authority's open and public meetings comply with 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 are 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 generally held on the third Tuesday of each month, with no scheduled meetings in July.

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 on the SEJPA website at www.sejpa.org, and in the following locations:

San Elijo Water Campus (formerly known as 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: August 10, 2023



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

SAN ELIJO JOINT POWERS AUTHORITY
MINUTES OF THE BOARD MEETING
HELD ON JUNE 20, 2023
AT THE SAN ELIJO WATER CAMPUS

David Zito, Chair

Tony Kranz, Vice Chair

A meeting of the Board of Directors of San Elijo Joint Powers Authority (SEJPA) was held Tuesday, June 20, 2023, at 8:30 a.m., at the San Elijo Water Campus.

1. CALL TO ORDER

Chair Zito called the meeting to order at 8:30 a.m.

2. ROLL CALL

Directors Present:

David Zito
Tony Kranz
Kristi Becker
Kellie Hinze

Others Present:

General Manager	Michael Thornton
Director of Operations	Chris Trees
Director of Infrastructure and Sustainability	Tom Falk
Director of Finance and Administration	Amy Chang
Administrative Assistant II	Abby Schlenk

SEJPA Counsel:

Procopio Intern	Adriana Ochoa Banna Esaias
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City of Solana Beach:

Director of Engineering/Public Works City Manager	Mohammad "Mo" Sammak Greg Wade
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San Dieguito Water District:

Principal Engineer	Habib Hariri
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3. PLEDGE OF ALLEGIANCE

Board Chair, David Zito, led the Pledge of Allegiance.

4. ORAL COMMUNICATION/PUBLIC COMMENT PERIOD

None.

5. AWARDS AND RECOGNITION

None.

6. CONSENT CALENDAR

Moved by Vice Chair Kranz and seconded by Board Member Becker to approve the Consent Calendar.

Agenda Item No. 7	Approval of Minutes for the May 16, 2023 Board Meeting
Agenda Item No. 8	Approval for Payment of Warrants and Monthly Investment Report
Agenda Item No. 9	Wastewater Treatment Report
Agenda Item No. 10	Recycled Water Report
Agenda Item No. 11	Reportable Meetings
Agenda Item No. 12	Update of Emergency Repairs to Recycled Water Pipeline in Manchester Ave.
Agenda Item No. 13	Adopt Resolution No. 2023-02, Recognizing The 100-Year Anniversary of Santa Fe Irrigation District
Agenda Item No. 14	2023/24 Supervisory Control and Data Acquisition (SCADA) Services Contract Amendment

Motion carried with the following vote of approval:

AYES: Zito, Kranz, Becker, Hinze
NOES: None
ABSENT: None
ABSTAIN: None

16. ADOPTION OF THE SAN ELIJO JOINT POWERS AUTHORITY FISCAL YEAR 2023-24 BUDGET, INVESTMENT POLICY, AND APPOINTMENT OF TREASURER

Director of Finance and Administration, Amy Chang, presented the proposed Fiscal Year 2023-24 Budget for adoption by the Board of Directors. She noted that SEJPA has not received any public comments or requested changes to the budget. However, staff identified one minor change that adds \$14,832 of revenue associated with laboratory rental revenue. In addition, the debt service payment for the 2023 Recycled Water Loan was adjusted from an estimated \$800,000 to \$778,982 to reflect the actual payment value from the loan agreement finalized in May 2023.

Director Chang highlighted that the FY 2023-24 Recommended Budget consists of \$9,974,623 operating expense, \$6,570,000 capital appropriation, and \$2,373,548 debt service payments for a total budget of \$18,918,171, which is anticipated to be adequate to fulfill the mission of SEJPA.

Director Chang noted that staff is recommending adding a third investment instrument, Money Market Fund, to further diversify SEJPA's investment options. The Money Market Fund allows investment in short-term dollar-denominated securities that are issued by diversified management companies and registered with the Securities and Exchange Commission.

The General Manager recommended the re-appointment of Amy Chang, Director of Finance and Administration, as SEJPA Treasurer for FY 2023-24.

Moved by Board Member Hinze and seconded by Board Member Becker to:

1. Adopt Resolution No. 2023-03, Approving the San Elijo Joint Powers Authority Operating and Capital Improvement Budgets for Fiscal Year 2023-24;
2. Adopt Resolution No. 2023-04, Approving the San Elijo Joint Powers Authority Investment Policy and Guidelines and Appointment of Amy Chang as SEJPA Treasurer.

Motion carried with the following vote of approval:

AYES:	Zito, Kranz, Becker, Hinze
NOES	None
ABSENT:	None
ABSTAIN:	None

17. CAPITAL PROGRAM UPDATE

Director of Infrastructure and Sustainability, Tom Falk, reviewed SEJPA's 3-year capital plan delivery schedule and cost summary. He also reviewed the status of ongoing projects, provided a 3-month lookahead for the upcoming quarter, and explained how staff are working to monitor and mitigate capital program risks.

Director Falk discussed delivery of the capital program that includes the Biosolids Dewatering Project (Phase 3) and four projects budgeted at \$18.3 million that will comprise Phase 4 of the capital program. Phase 4 Projects will be funded through grants, recycled water revenues, wastewater capital cash contributions, dedicated funding from City of Encinitas for a City-owned sewer pump station, and a \$10 million private placement loan. SEJPA has also identified and is developing miscellaneous near-term projects under the capital program with costs estimated at \$1.8 million that will be funded through capital cash contributions to be included in future annual budgets.

SEJPA will deliver the 3-Year Capital Plan (2023 – 2025) consisting of prioritized Phase 3, Phase 4, and Miscellaneous Near-Term Projects with a total budgeted cost estimated at approximately \$32.2 million.

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

18. GENERAL MANAGER'S REPORT

General Manager, Michael Thornton, noted staff is in discussions with Encinitas Ranch Golf Authority (ERGA) on an extension of the Surplus Recycled Water Agreement. He gave a brief background on the previous agreement, then provided insight on anticipated changes for the new extension. The new agreement proposes an 8-year extension, a commitment by ERGA to purchase more water annually, an increase of 5% for the cost of water charged by SEJPA, and utility and construction easements for SEJPA to build a pipeline to the Wanket Tank with compensation to ERGA from SEJPA for these easements. General Manager Thornton underscored the agreement as a “win-win” allowing SEJPA to do more for the public at a lower cost to both parties.

Staff expects the agreement extension and proposed easements to be ready for Board of Director consideration at the August meeting.

19. GENERAL COUNSEL'S REPORT

Procopio Associate Adriana Ochoa reported on the Attorney’s Committee Meeting by the California Association of Sanitation Agencies (CASA) held on May 19, 2023. Ms. Ochoa offered to circulate agendas from the quarterly meetings for any interested individuals upon request.

Ms. Ochoa also introduced Banna Esaias, a second-year law student at the University of San Diego who has been awarded a scholarship from Procopio and selected for a summer internship on the Healthcare Education and Government Practice Team.

20. BOARD MEMBER COMMENTS

None.

21. CLOSED SESSION

A closed session was held per Government Code Section 54957 (b), Public Employee Employment, Title: General Manager

No reportable actions taken.

22. DISCUSSION AND POSSIBLE ACTION TO AUTHORIZE GENERAL MANAGER MERIT BONUS

Moved by Chair Zito and seconded by Board Member Becker to award the General Manager his full \$10,000 bonus per the General Manager’s employment agreement.

Motion carried with the following vote of approval:

- AYES: Zito, Kranz, Becker, Hinze
- NOES: None
- ABSENT: None
- ABSTAIN: None

23. ADJOURNMENT

The meeting adjourned at 9:45 a.m. The next Board of Directors meeting is scheduled to be held on Tuesday, August 15, 2023 at 8:30 a.m.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "M. Thornton", written over a horizontal line.

Michael T. Thornton, P.E.
General Manager

**SAN ELIJO JOINT POWERS AUTHORITY
PAYMENT OF WARRANTS
For the Month of June 2023**

Warrant #	Vendor Name	G/L Account	Warrant Description	Amount
42348	ABBA Pump Parts & Service	Repair Parts Expense	Cast iron volute and gasket	\$ 8,049.00
42349	Akeso Occupation Health	Services - Medical	Covid-19 test	79.00
42350	Amiad U.S.A., Inc.	Repair Parts Expense	Repair parts for Amiad strainer	5,359.19
42351	AT&T	Utilities - Telephone	Phone service - 04/13/23 - 05/12/23	631.78
42352	Automation Direct	Repair Parts Expense	Spare signal conditioners for RW	644.35
42353	Black & Veatch	Services - Engineering	Dewatering facilities upgrade through 05/05/23	17,245.00
42354	Boot World, Inc.	Uniforms - Boots	Safety boots - M. Piper	225.00
42355	Brax Process and Pump Equip.	Services - Maintenance	Microfiltration feed pump rebuild service	11,670.00
42356	California Water Technologies	Supplies - Chem - Ferric Chlo	Ferric chloride solution	7,570.48
42357	County of San Diego	Fees - Permits	DEH2002-HUPFP-129180	2,163.00
42358	Denali Water Solutions LLC	Services - Biosolids Hauling	Biosolids hauling and reuse - Feb, Nov, Oct	46,319.22
42359	Westbound Solar 2, LLC	Utilities - Solar Power	Solar - Apr	12,923.90
42360	Encinitas Bee Company	Services - Landscape	Live bee removal	200.00
42361	Fisher Scientific	Supplies - Lab	10 mg sodium Thiosulfat	285.59
42362	FRS Environmental	Services - Maintenance	Parts washer service	291.00
42363	Grainger, Inc.	Repair Parts Expense	Emergency light for RAS lower building	488.06
42364	Hardy Diagnostics	Supplies - Lab	Deionized water, Lauryl broth, brill and EC broth	1,810.07
42365	Kooltronic Inc.	Repair Parts Expense	Air conditioning for pump #3 electronic cabinets	5,370.55
42366	Lawson Products Inc.	Shop Tools and Equip. and Supplies	Various parts, tools, supplies	1,684.17
42367	McMaster-Carr Supply Co.	Shop Tools and Equip. and Supplies	Various parts, tools, supplies	3,313.02
42368	Cosby Oil Company, Inc	Fuel	Fuel - May	1,031.26
42369	Olin Corp - Chlor Alkali	Supplies - Chemicals	Procurement of sodium hypochlorite	7,285.63
42370	Pacific Pipeline Supply	Repair Parts Expense	Valves for replacement and restock	955.68
42371	ProBuild Company, LLC	Supplies - Shop & Field	SQ trimmer line 100'	14.15
42372	Procopio Cory Hargreaves	Services - Legal	General and Labor and Employment - Apr	3,432.00
42373	Rincon Consultants Inc	Services - Professional	As needed grant support and environmental services	7,428.47
42374	Rising Tide Partners, LLC	Services - Professional	Communication services	3,502.50
42375	RSF Security Systems	Services - Alarm	Cellular - fire system monitoring	49.00
42376	Santa Fe Irrigation District	Utilities - Water	Water	105.65
42377	San Dieguito Water District	Utilities - Water	Water	142.32
42378	Seacliff Mechanical Svc, LLC	Services - Maintenance	HVAC services	2,800.00
42379	Spectra Services, Inc	Capital Outlay	Lab refrigerator	9,559.56
42380	Terminix Processing Center	Services - Maintenance	Pest control service	206.00
42381	Unifirst Corporation	Services - Uniforms	Uniform service, jacket purchase	304.47
42382	Void			-
42383	Verizon Wireless	Utilities - Telephone	04/11/23 - 05/10/23	586.50
42384	Verizon Wireless	Utilities - Telephone	Cell phone -04/08/23 - 05/07/23	1,016.91
42385	Volt Management Corp	Services - Temp	Internship program	6,478.79
42386	Benefits Coordinators Corp.	Dental/Vision	Vision - Jun	321.20
42387	VWR International, Inc.	Supplies - Lab	Various supplies	1,204.85
42388	WageWorks			149.75
42389	Mission Square - 304175	EE Deduction Benefits	ICMA - 457	20,186.20
42390	USA Bluebook	Supplies - Lab	Various supplies	4,825.17
42391	Allied Storage Containers	Equipment Rental/Lease	20' and 40' storage container - 06/10/23 - 07/07/23	359.89
42392	Ardurra Group, Inc	Services - Engineering	Wanket tank refurbish support from 04/01/23 - 04/30/23	16,161.05
42393	California State Lands Commiss	Fees - Permits	Recycled water distribution line	121.49
42394	California Water Technologies	Supplies - Chem - Ferric Chlo	Ferric chloride solution	8,576.56
42395	Carollo Engineers	Services - Engineering	Water quality improvements proj business case eval	15,688.00
42396	The Coast News Group	Advertising	Public notice of Moonlight RFB	607.50
42397	Department of Consumer Affairs	Dues & Memberships	License renewal - M. Thornton	180.00
42398	Enthalpy Analytical, LLC	Services - Laboratory	Laboratory toxicity testing service for April 2023	1,050.00
42399	Environmental Express, Inc.	Supplies - Lab	Disposable bod bottles	794.72
42400	Eurofins Calscience, LLC	Services - Laboratory	Testing water samples	1,317.50
42401	Excel Landscape, Inc.	Services - Landscape	Ground maintenance service - Mar, Apr	360.00
42402	Thomas C Falk	Subsistence - Travel/Rm & Bd	Employee reimbursement - Conference	1,387.71
42403	Fieldman, Rolapp & Asso Inc.	Services - Accounting	Debit capacity analysis service - 01/01/23 - 02/24/23	3,456.00
42404	Fisher Scientific	Supplies - Lab	Bromothymol blue and GGA	702.80
42405	Marine Taxonomic Services, LTD	Services - Contractors	Intensive WQ monitoring, Q2 2023	2,390.00
42406	McMaster-Carr Supply Co.	Shop Tools and Equip.	Various parts, tools	1,469.60
42407	Cosby Oil Company, Inc	Fuel	Fuel - May	556.66
42408	Olivenhain Municipal Water Dis	Rent, Services - Professional	Pipeline rental payment - May, grant admin	9,848.85
42409	ProBuild Company, LLC	Supplies - Shop & Field	Various supplies	153.61
42410	Radwell International, Inc.	Repair Parts Expense	Parts for area 1 primary tanks and return flow pump station	2,554.05
42411	Rusty Wallis, Inc.	Services - Maintenance	Water softener, tank service and salt bags	392.56
42412	Santa Fe Irrigation District	Utilities - Water	Water	1,987.36
42413	Abigail Marina Schlenk	Other Personnel Cost	Employee reimbursement - Health and wellness	119.99
42414	San Dieguito Water District	Utilities - Water	Water	1,288.11
42415	San Dieguito Water District	Utilities - Water	Water	2,784.91
42416	Specialty Seals & Accessories	Repair Parts Expense	Various parts	8,766.05
42417	Unifirst Corporation	Services - Uniforms, Supplies - Safety	Uniform service and gloves	570.84
42418	Univar Solutions USA Inc.	Supplies - Chemicals	Caustic soda, Citric acid	7,061.68
42419	UPS	Postage/Shipping	Shipping	156.92
42420	Underground Service Alert/SC	Services - Alarm	Dig alert, Safe excavation board	164.45
42421	USA Bluebook	Supplies - Lab	Various supplies	809.83
42422	Volt Management Corp	Services - Temp	Internship program, Temp services	5,454.32
42423	Adam Kaye	Services - Professional	Public communications	600.00
42424	Akeso Occupation Health	Services - Medical	New hire	360.00
42425	Amy Chang	Other Personnel Cost	Employee reimbursement - Health and wellness	120.00
42426	AT&T	Utilities - Telephone	Phone service - 05/13/23 - 06/12/23	634.18
42427	AT&T	Utilities - Telephone	Alarm Service - May	380.22
42428	BAVCO	Repair Parts Expense	Repair parts for cla valve by primary six tank	3,145.98
42429	Scott Best	Other Personnel Cost	Employee reimbursement - Health and wellness	108.00
42430	Black & Veatch	Services - Engineering	Dewatering facilities upgrades through 06/02/23	13,110.00

**SAN ELIJO JOINT POWERS AUTHORITY
PAYMENT OF WARRANTS
For the Month of June 2023**

Warrant #	Vendor Name	G/L Account	Warrant Description	Amount
42431	Boot World, Inc.	Uniforms - Boots	Safety boots - S. Best	219.16
42432	Brax Process and Pump Equip.	Capital Outlay	Replacement parts to rebuild MF feed pumps #1 & #2	24,147.07
42433	California Boiler	Services - Maintenance	Service maintenance	1,624.83
42434	Corodata	Rent	Record storage - May and boxes	118.85
42435	CWEA Membership	Dues & Memberships, Seminars/Education	Certificate renewal - T. Hutchinson, Annual conf - D. Felix	1,062.00
42436	D & R Crane, Inc.	Services - Maintenance	Buss bar replacement	1,132.00
42437	Dale Kreinbring	Other Personnel Cost	Employee reimbursement - Health and wellness	120.00
42438	Devin McGinness	Other Personnel Cost	Employee reimbursement - Health and wellness	120.00
42439	Didra Felix	Other Personnel Cost	Employee reimbursement - Health and wellness	120.00
42440	The Reinalt-Thomas Corp.	Vehicle Maintenance	Vehicle maintenance	630.41
42441	Westbound Solar 2, LLC	Utilities - Solar Power	Solar - May	12,944.68
42442	City of Encinitas	Prop 84 Rd 4	IRWN Prop 84 Rd 4 Grant disbursement	180,000.00
42443	Eurofins Calscience, LLC	Services - Laboratory	Testing water samples	342.50
42444	Thomas C Falk	Other Personnel Cost	Employee reimbursement - Health and wellness	120.00
42445	Grainger, Inc.	Shop Tools and Equip.	Shop hydraulic jack, Aeration basin air diffusers	573.64
42446	GSM Engineered Fabrics LLC	Repair Parts Expense	Belt press dewatering belts	3,738.07
42447	Hardy Diagnostics	Supplies - Lab	Various supplies	1,904.30
42448	Michael Henke	Other Personnel Cost	Employee reimbursement - Health and wellness	120.00
42449	Huber Technology	Repair Parts Expense	Headworks step screen repair parts	10,067.16
42450	I dexx Distribution, Inc.	Supplies - Lab	Enterococci	824.18
42451	Casey Larsen	Other Personnel Cost	Employee reimbursement - Health and wellness	118.51
42452	Liquid Environmental Solution	Services - Grease & Scum	Pumping service	1,011.00
42453	McMaster-Carr Supply Co.	Shop Tools and Equip. and Supplies	Various parts, tools, supplies	2,757.86
42454	Mission Square	ICMA Retirement	ICMA - 401a	17,466.85
42455	Mission Square - 304175	EE Deduction Benefits	ICMA - 457	14,825.61
42456	Brandon Anthony Moss	Dues & Memberships	Employee reimb - CWEA membership & lab analyst 1 exam	205.00
42457	Napa Auto Parts	Vehicle Maintenance	Pump run truck fuel cap	19.92
42458	Cosby Oil Company, Inc	Fuel	Fuel - Jun	635.58
42459	Olin Corp - Chlor Alkali	Supplies - Chem - Odor	Procurement of sodium hypochlorite	7,390.70
42460	Olivenhain Municipal Water Dis	Prop 84 Rd 4, Service - Prof and maint	Prop 84 Rd 4 grant disbursement, grant admin, pipeline maint	411,578.47
42461	OneSource Distributors, Inc.	Licenses and Repair Parts	SCADA Software licensing and phone support, repair parts	2,562.51
42462	Michael Piper	Other Personnel Cost	Employee reimbursement - Health and wellness	113.11
42463	PlanetBids, Inc.	Licenses	Year 4 and 5 - Vendor and bid management module	6,599.25
42464	Polydyne Inc.	Supplies - Chem - Polymer	Clarifloc C-378	2,051.99
42465	Rising Tide Partners, LLC	Services - Professional	Communication services	1,025.00
42466	Ritwik Bandyopadhyay	Other Personnel Cost	Employee reimbursement - Health and wellness	110.00
42467	Rohan & Sons, Inc	Services - Maintenance	Bi-annual maintenance	850.00
42468	Santa Fe Irrigation District	SFID Distribution Pipeline	Pipeline principal payment	100,000.00
42469	San Dieguito Water District	Utilities - Water	Water	350.17
42470	Terminix Processing Center	Services - Maintenance	Pest control service	544.00
42471	Michael Thornton	Other Contributions	CSRMA reimbursement	576.25
42472	Christopher A. Trees	Other Personnel Cost	Employee reimbursement - Health and wellness	120.00
42473	Tyler Cook	Other Personnel Cost	Employee reimbursement - Health and wellness	114.17
42474	Unifirst Corporation	Services - Uniforms	Uniform service	298.43
42475	USA Bluebook	Supplies - Lab	Various supplies	3,180.23
42476	VEGA Americas, Inc	Repair Parts Expense	Level sensor and adjustable brackets	1,429.42
42477	Verizon Wireless	Utilities - Telephone	Cell phone - 05/11/23-06/10/23	586.44
42478	Verizon Wireless	Utilities - Telephone	Cell phone and equipment - 05/08/23-06/07/23	1,480.48
42479	Volt Management Corp	Services - Temp	Internship program	4,608.52
42480	Benefits Coordinators Corp.	Dental/Vision	Vision - Jun partial payment	10.00
42481	VWR International, Inc.	Supplies - Lab	Various supplies	408.41
42482	Women Leading Government	Seminars/Education	Master class series registration fees	300.00
42483	Erica Alexander Zito	Subsistence - Travel/Rm & Bd	Employee reimbursement - Mileage, health and wellness	180.39
On-line 785	Public Employees- Retirement	Retirement Plan - PERS	Retirement - 04/15/23 - 04/28/23	18,028.58
On-line 786	ReadyRefresh	Supplies - Lab	Kitchen and lab supplies	861.69
On-line 787	BankCard Center	Vehicle Maintenance	Various supplies	22,601.99
On-line 788	Home Depot Credit Services	Supplies - Shop & Field	Various supplies	2,225.74
On-line 789	Public Employees- Retirement	Retirement Plan - PERS	Retirement - 04/29/23 - 05/12/23	17,663.71
On-line 790	Public Employees- Retirement	Retirement Plan - PERS	Retirement - 05/13/23 - 05/26/23	35,216.54
On-line 791	Aflac	EE Deduction Benefits	Aflac - Jun	857.55
On-line 792	Public Employees- Retirement	Retirement Plan - PERS	Retirement - 05/27/23 - 06/09/23	16,843.49
On-line 793	Public Employees- Retirement	Retirement Plan - PERS	Retirement - 06/10/23 - 06/23/23	17,435.80
On-line 794	San Diego Gas & Electric	Utilities - Gas & Electric	Gas and electric - 05/10/23-06/08/23	94,878.65
On-line 795	WM Corporate Services, Inc.	Services - Grit & Screenings	10 yard roll of disposal	2,483.30
	San Elijo Payroll Account	Payroll	Payroll - 06/02/2023	90,840.11
	San Elijo Payroll Account	Payroll	Payroll - 06/16/2023	90,569.41
	San Elijo Payroll Account	Payroll	Payroll - 06/30/2023	110,131.00
				<u>\$1,657,734.51</u>

**SAN ELIJO JOINT POWERS AUTHORITY
PAYMENT OF WARRANTS SUMMARY**

**For the Month of June 2023
As of June 30, 2023**

PAYMENT OF WARRANTS \$ 1,657,734.51

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 SEJPA, including the Member Agency commitment in their operating budgets to support the operations of SEJPA, are expected to be adequate to meet SEJPA's obligations over the next six months. I also certify that SEJPA's investment portfolio complies with the SEJPA's investment policy.



Amy Chang
Director of Finance & Administration

SAN ELIJO JOINT POWERS AUTHORITY

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

As of June 30, 2023

FUNDS ON DEPOSIT WITH	AMOUNT
LOCAL AGENCY INVESTMENT FUND <i>(JUNE 2023 YIELD 3.167%)</i>	\$ 21,517,782.48
CALIFORNIA BANK AND TRUST <i>(JUNE 2023 YIELD 0.01%)</i>	473,225.52
U.S. Bank <i>(JUNE 2023 YIELD 4.15%)</i>	10,012,960.28
PARS <i>(JUNE 2023 YIELD 3.12%)</i>	609,706.00
TOTAL RESOURCES	<u>\$ 32,613,674.28</u>

**SAN ELIJO JOINT POWERS AUTHORITY
PAYMENT OF WARRANTS
For the Month of July 2023**

Warrant #	Vendor Name	G/L Account	Warrant Description	Amount
42484	A-Check Global	Preemployment Screening	New Employee	\$ 385.97
42485	Adam Kaye	Services - Professional	Public communication	700.00
42486	Adobe Inc.	Licenses	Adobe license consolidation	2,662.90
42487	Alliant Insurance Services, Inc	Insurance - Auto, Liability	Auto and crime insurance premiums	3,541.00
42488	Allied Storage Containers	Equipment Rental/Lease	20' and 40' storage containers - 07/08/23 - 08/04/23	359.89
42489	Ardurra Group, Inc	Services - Engineering	Wanket tank refurbish support from 05/01/23 - 05/31/23	3,960.00
42490	AT&T	Utilities - Telephone	Alarm service - Jun	390.22
42491	Boot World, Inc.	Uniforms - Boots	Safety boots - D. McGinness	194.81
42492	Brax Process and Pump Equip.	Capital Outlay	Replacement parts to rebuild MF feed pumps #1 & #2	23,736.90
42493	Cardio Partners	Supplies - Safety	AED replacement batteries and pads	1,076.09
42494	County of San Diego	Fees - Permits	Permits	2,346.00
42495	Enthalpy Analytical, LLC	Services - Laboratory	Laboratory toxicity service for May 2023	1,050.00
42496	ERA	Supplies - Lab	Various supplies	1,876.08
42497	Environmental Sampling Supply,	Supplies - Lab	Sample bottles and labels	272.09
42498	Eurofins Calscience, LLC	Services - Laboratory	Testing water samples	675.00
42499	Excel Landscape, Inc.	Services - Landscape	Ground maintenance service - May, Jun	8,764.00
42500	Flow Science Incorporated	Services - Engineering	RW S. system pressure surge analysis	13,020.00
42501	Winston Friedly	Other Personnel Cost	Employee reimbursement - Health and wellness	120.00
42502	Government Finance Officers As	Training	GFOA Fundamentals - training	225.00
42503	Grainger, Inc.	Supplies - Shop & Field	Various supplies	1,781.50
42504	Unifirst First Aid Corp	Supplies - Safety	First aid supplies	83.05
42505	Hach Company	Supplies - Lab	Various supplies	328.64
42506	Hardy Diagnostics	Supplies - Lab	Various supplies	692.30
42507	Ilexx Distribution, Inc.	Supplies - Lab	WQC - E. Coli	646.58
42508	Leucadia WWD	Employee Assistance Program	Employee assistance program premium	968.40
42509	McMaster-Carr Supply Co.	Supplies - Shop & Field	Various supplies	1,873.20
42510	MetLife - Group Benefits	Dental/Vision	Dental - Jul	2,410.34
42511	Mission Square	ICMA Retirement	ICMA - 401a	5,554.14
42512	Mission Square - 304175	EE Deduction Benefits	ICMA - 457	7,730.92
42513	Wayne E Mutscheller	Other Personnel Cost	Employee reimbursement - Health and wellness	118.50
42514	Cosby Oil Company, Inc	Fuel	Fuel - Jun	722.00
42515	Nth Generation	Supplies - Office	Replacement laptop - Abby	4,319.69
42516	Oasis Palm Nursery, Inc.	Services - Maintenance	Summer service - palm maintenance	600.00
42517	Pacific Pipeline Supply	Repair Parts Expense	Valves for replacement and restock	1,351.36
42518	PE Instruments	Interest Expense	1 Flow meter calibration service	634.32
42519	Plant Tek Inc.	Services - Maintenance	Palm treatment	2,700.00
42520	Polydyne Inc.	Supplies - Chem - Polymer	Clarifloc WE-007	16,929.42
42521	ProBuild Company, LLC	Supplies - Shop & Field	Various supplies	541.63
42522	Procopio Cory Hargreaves	Services - Legal	General	6,630.00
42523	Radwell International, Inc.	Repair Parts Expense	SWPLC unit	1,365.12
42524	Robert Half International, Inc	Services - Temp	Temporary staffing service	2,459.55
42525	RSF Security Systems	Services - Alarm	Monitoring and code change service	249.00
42526	SDG&E	Services - Engineering	Electrical service design for Wanket tank	4,739.00
42527	San Dieguito Water District	Utilities - Water	Water	3,064.70
42528	Sloan Electric Company	Repair Parts Expense	Area 5 compressor room exhaust fan	436.57
42529	Thatcher Company of California	Supplies - Chemicals	Aluminum sulfate	7,054.72
42530	Unifirst Corporation	Services - Uniforms	Uniform service	406.71
42531	Underground Service Alert/SC	Services - Alarm	Dig alert, Safe excavation board	101.45
42532	USA Bluebook	Supplies - Lab	Various supplies	4,365.98
42533	U. S. Bank	Bank Service Charges	2023 SEJPA project fund depository fees	1,000.00
42534	Volt Management Corp	Services - Temp	Internship program	9,664.42
42535	Benefits Coordinators Corp.	Dental/Vision	Vision - Jul	331.20
42536	VWR International, Inc.	Supplies - Shop & Field	Various supplies	1,111.05
42537	Woodard & Curran	Services - Professional	Grant admin	10,823.75
42538	WageWorks	Payroll Processing Fees	Admin fee - Jun	149.75
42539	Abila	Subscriptions, Training	Accounting software conversion, subscription, training	6,910.56
42540	Aflac	EE Deduction Benefits	Aflac - Jul	571.70
42541	Akeso Occupation Health	Services - Medical	New hire	168.00
42542	AT&T	Utilities - Telephone	Phone service - 06/13/23 - 07/13/23	632.20
42543	James Barnett	Dues & Memberships	Employee reimbursement - CWEA membership fees	120.00
42544	Boot World, Inc.	Uniforms - Boots	Safety boots - A. Schlenk	204.55
42545	Brax Process and Pump Equip.	Services - Maintenance	Microfiltration feed pump rebuild services	11,670.00
42546	CA. Office Cleaning, Inc.	Services - Janitorial	Office and window cleaning	3,931.00
42547	California Water Technologies	Supplies - Chem - Ferric Chlo	Ferric chloride solution	19,496.93
42548	The Coast News Group	Advertising	Newspaper ad - Wanket tank and recycled water bid	607.50
42549	Corodata	Rent	Record storage - Jun	115.15
42550	CSMFO	Dues & Memberships	Membership - A. Chang	125.00
42551	Void - misprint	(blank)	(blank)	-
42552	Westbound Solar 2, LLC	Utilities - Solar Power	Solar - Jun	14,525.75
42553	EDCO Waste & Recycling Service	Utilities - Trash	Jul	485.95
42554	Encina Wastewater Authority	Services - Laboratory	Heterotrophic plate count analysis	136.00
42555	City of Encinitas	Service - IT Support	Admin network - Jun correction	11,559.14
42556	Environmental Express, Inc.	Supplies - Lab	BOD bottles	1,395.81
42557	Eurofins Calscience, LLC	Services - Laboratory	Testing water samples	895.50
42558	Golden Bell Products	Supplies - Chemicals	Lift station degreaser	471.41
42559	Grainger, Inc.	Shop Tools and Equip.	Various supplies	852.66
42560	Hardy Diagnostics	Supplies - Lab	Various supplies	1,199.19
42561	Helix Environmental Planning	Services - Professional	Environmental consulting for Wanket RW Line through 6/25/23	865.00
42562	Kelsey Structural, APC	Services - Engineering	Design of wet well rehab - moonlight beach pump station	7,500.00
42563	Lee's Lock & Safe	Services - Maintenance	Hardware repaired and replaced spring cages	161.31
42564	Liquid Environmental Solution	Services - Grease & Scum and Grit & Screenin	Pumping service - 06/29/23, Roll off box - 06/16/23	1,622.00
42565	McMaster-Carr Supply Co.	Repair Parts Expense	Various supplies	1,828.56
42566	MetLife - Group Benefits	Dental/Vision	Dental - Aug	2,506.96

**SAN ELIJO JOINT POWERS AUTHORITY
PAYMENT OF WARRANTS
For the Month of July 2023**

Warrant #	Vendor Name	G/L Account	Warrant Description	Amount
42567	Mission Square	ICMA Retirement	ICMA - 401a	5,809.61
42568	Mission Square - 304175	EE Deduction Benefits	ICMA -457	9,648.97
42569	Cosby Oil Company, Inc	Fuel	Fuel - Jul	495.19
42570	NSI Solutions, Inc.	Supplies - Lab	pH QC	47.00
42571	Olin Corp - Chlor Alkali	Supplies - Chem - Odor	Procurement of sodium hypochlorite	29,929.15
42572	Olivenhain Municipal Water Dis	Rent, Landscape, Training - Safety	Pipeline rental payment - Jun, CPR Training - J. Barnett, Wanket	11,612.02
42573	OneSource Distributors, Inc.	Repair Parts Expense	WRF operations and maintenance	646.47
42574	Otis Elevator Company	Services - Maintenance	Elevator maintenance from 07/01/23 - 07/31/23	190.00
42575	Michael Piper	Training - Safety	Employee reimbursement - Supplies for safety meeting	159.65
42576	ProBuild Company, LLC	Shop Tools and Equip.	Various supplies	78.33
42577	Procopio Cory Hargreaves	Services - Legal	General	6,123.00
42578	Quality Assurance Solutions	Services - Professional	Laboratory consulting services - 04/04/23 - 06/22/23	131.25
42579	Rincon Consultants Inc	Services - Professional	As needed grant support & environmental services	2,985.00
42580	Rising Tide Partners, LLC	Services - Professional	Communications services	612.50
42581	Robert Half International, Inc	Services - Temp	Temporary staffing service	2,693.71
42582	Rusty Wallis, Inc.	Services - Maintenance	Water softener, tank service and salt bags	334.73
42583 - 42596	Void - misprint	(blank)	(blank)	-
42597	CWEA Membership	Dues & Memberships	Membership - T. Cook	221.00
42598	Wayne E Mutscheller	Dues & Memberships	Employee reimbursement - CWEA membership	120.00
42599	Sage Energy Consulting	Services - Professional	Solar PPA implementation support	296.25
42600	Southland Manufacturing, Inc.	Supplies - Shop & Field	Sandbags for stormwater prevention	352.34
42601	SS Mechanical	Services - Maintenance	Maintenance for wear strip weld washer	3,500.00
42602	Terminix Processing Center	Services - Maintenance	Pest control service	544.00
42603	Trussell Technologies, Inc	Services - Engineering	T5- operational support	2,880.00
42604	Unifirst Corporation	Services - Uniforms, Safety Supplies	Uniform service and gloves	849.15
42605	Univar Solutions USA Inc.	Supplies - Chem - Odor	Caustic soda	2,366.91
42606	USA Bluebook	Supplies - Lab	Various supplies	1,904.49
42607	Valley CM, Inc.	Services - Construction	Management and inspection services through 4/1/23 - 4/30/23	10,318.50
42608	VEGA Americas, Inc	Repair Parts Expense	Daft repair parts	1,216.14
42609	Verizon Wireless	Utilities - Telephone	Cell phone - 06/11/23-07/10/23	587.58
42610	Verizon Wireless	Utilities - Telephone	Cell phone - 06/08/23 - 07/07/23	1,013.62
42611	Volt Management Corp	Services - Temp	Internship program	7,844.61
42612	VWR International, Inc.	Supplies - Lab	Various supplies	685.60
On-line 796	BankCard Center	Vehicle Maintenance	Various supplies	6,287.38
On-line 797	Calpers	Medical Insurance - Pers	Health- Jul	32,770.62
On-line 798	Calpers	Accrued Liabilities	1959 Survivor- rate plan identifier - 26431	100.00
On-line 799	Calpers	Accrued Liabilities	1959 Survivor- rate plan identifier - 1932	47.00
On-line 800	Calpers	Accrued Liabilities	1959 Survivor- rate plan identifier - 23261	6.00
On-line 801	Calpers	Retirement Plan - PERS	Unfunded annual liability - rate plan identifier - 1932	292,751.00
On-line 802	ReadyRefresh	Supplies - Lab	Kitchen and lab supplies	851.01
On-line 803	Sun Life Financial	Life Insurance/Disability	Life and disability - Jul	2,390.40
On-line 804	WM Corporate Services, Inc.	Services - Grit & Screenings	10 yard roll off disposal	1,434.57
On-line 805	EDCO Waste & Recycling Service	Utilities - Trash	May - Jun	934.96
On-line 806	Home Depot Credit Services	Supplies - Shop & Field	Various supplies	124.65
On-line 807	P.E.R.S.	Medical Insurance - Pers	Health - Aug	34,284.20
On-line 808	Public Employees- Retirement	Retirement Plan - PERS	Retirement - 06/24/23 - 07/07/23	19,482.10
On-line 809	Public Employees- Retirement	Retirement Plan - PERS	Retirement - 07/08/23 - 07/21/23	19,639.18
On-line 810	ReadyRefresh	Supplies - Lab	Kitchen and lab supplies	929.01
On-line 811	San Diego Gas & Electric	Utilities - Gas & Electric	Gas and electric -06/09/23 - 07/10/23	119,539.93
On-line 812	Sun Life Financial	Life Insurance/Disability	Life and disability - Aug	2,403.50
On-line 813	WM Corporate Services, Inc.	Services - Grit & Screenings	10 yard roll off disposal	62.08
On-line 814	CA. Dept. of Tax & Fee Admin.	Accrued Sales Tax Payable	Use tax -04/01/23 - 06/30/23	1,289.00
On-line 815	City of Encinitas	Fees - Permits	Manchester RW pipeline inspection fee	1,197.00
	San Elijo Payroll Account	Payroll	Payroll - 07/14/2023	95,455.10
	San Elijo Payroll Account	Payroll	Payroll - 07/28/2023	103,772.85
				<u>\$1,101,801.05</u>

**SAN ELIJO JOINT POWERS AUTHORITY
PAYMENT OF WARRANTS SUMMARY**

**For the Month of July 2023
As of July 31, 2023**

PAYMENT OF WARRANTS \$ 1,101,801.05

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 SEJPA, including the Member Agency commitment in their operating budgets to support the operations of SEJPA, are expected to be adequate to meet SEJPA's obligations over the next six months. I also certify that SEJPA's investment portfolio complies with the SEJPA's investment policy.



Amy Chang
Director of Finance & Administration

SAN ELIJO JOINT POWERS AUTHORITY

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

As of July 31, 2023

FUNDS ON DEPOSIT WITH	AMOUNT
LOCAL AGENCY INVESTMENT FUND <i>(JULY 2023 YIELD 3.305%)</i>	\$ 16,088,896.42
CALIFORNIA BANK AND TRUST <i>(JULY 2023 YIELD 0.01%)</i>	686,504.52
U.S. Bank <i>(JULY 2023 YIELD 4.15%)</i>	15,012,960.28
PARS <i>(JUNE 2023 YIELD 3.12%)</i>	609,706.00
TOTAL RESOURCES	<u>\$ 32,398,067.22</u>

*

SAN ELIJO JOINT POWERS AUTHORITY
MEMORANDUM

August 15, 2023

TO: Board of Directors
San Elijo Joint Powers Authority

FROM: General Manager

SUBJECT: WASTEWATER TREATMENT 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 National Pollutant Discharge Elimination System (NPDES) ocean effluent limitation requirements for the month of May 2023. The primary indicators of treatment performance include the removal of Total Suspended Solids (TSS) and Carbonaceous Biochemical Oxygen Demand (CBOD). The SEJPA is required to remove a minimum of 85 percent of the TSS and CBOD from the wastewater. Treatment levels for **TSS** and **CBOD** were **99.0** and **99.1** percent removal, respectively, during the month of May.

Exceptional Water Treatment



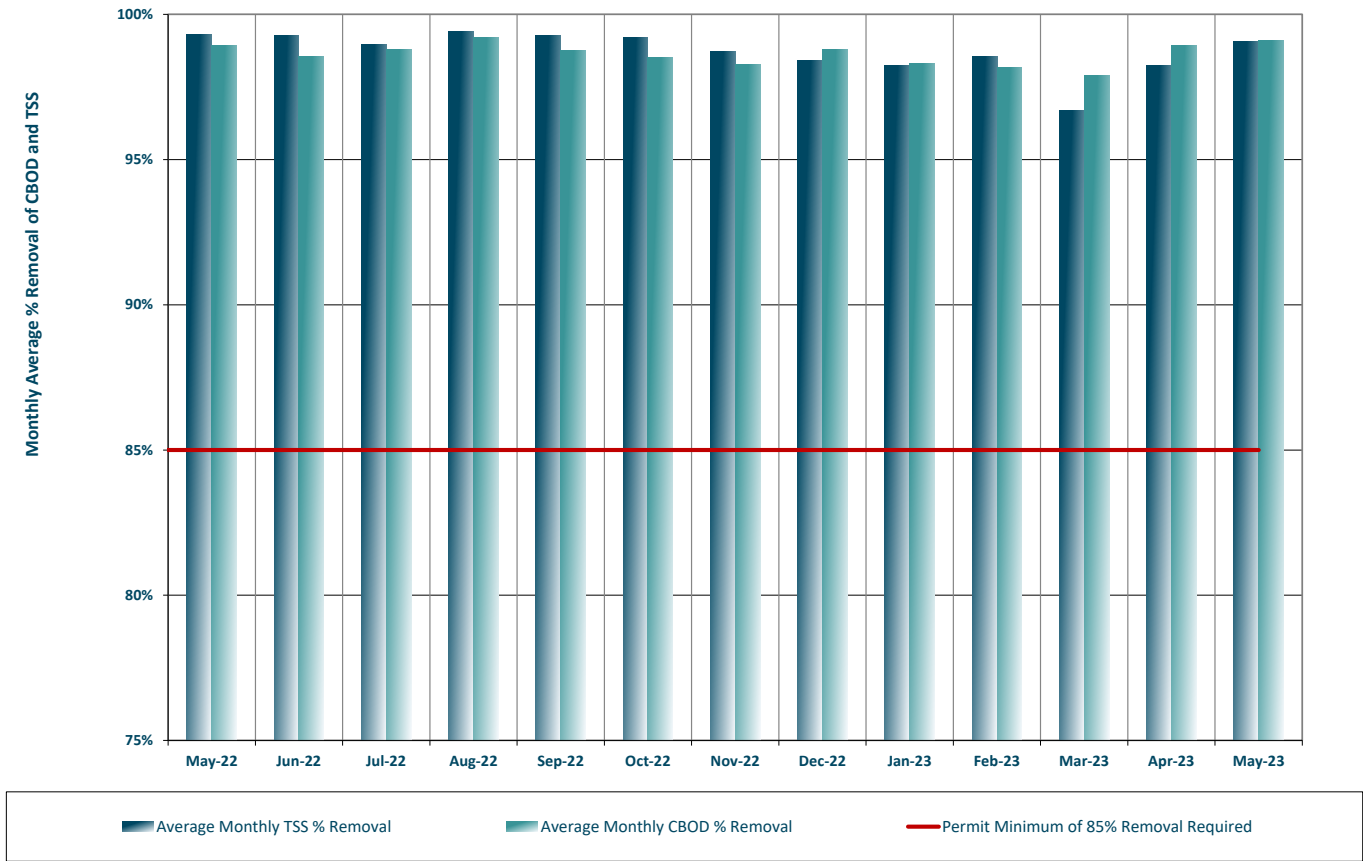
Treatment Removed
99.0% of TSS



Treatment Removed
99.1% of CBOD

Figure 1 (below) shows historic treatment performance trends for the removal of TSS and CBOD over the last 13 months compared to the permit minimum removal requirement of 85%.

Figure 1: Wastewater Treatment Performance of the SEJPA % Removal of Total Suspended Solids (TSS) and Carbonaceous Biochemical Oxygen Demand (CBOD)



Figures 2 and 3 (below) show historic influent vs effluent TSS and CBOD concentration fluctuations in the strength of the wastewater being received and discharged by the SEJPA.

FIGURE 2: TREATED EFFLUENT FLOWS REMOVAL OF TSS

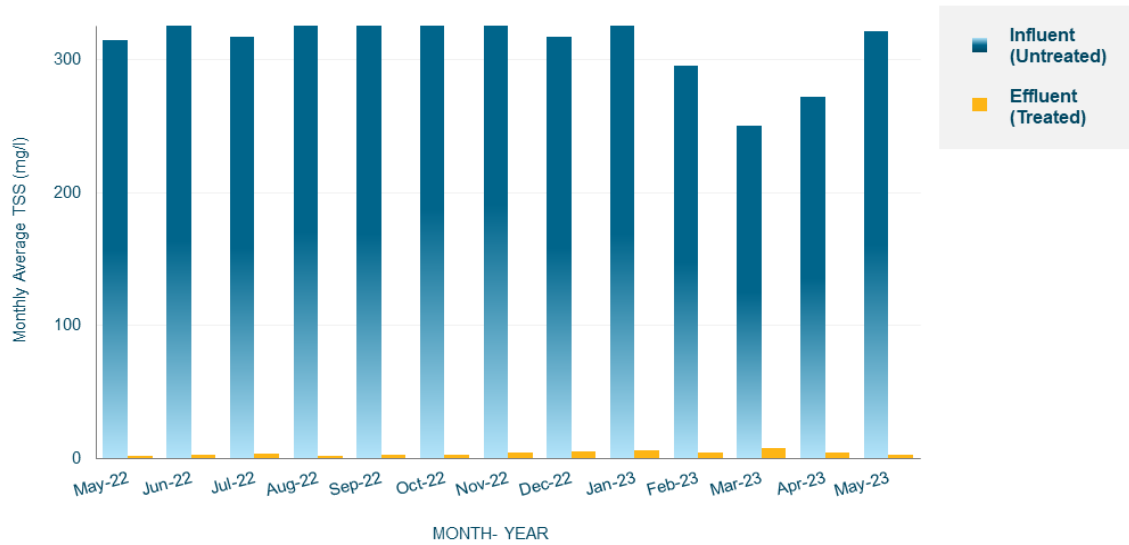
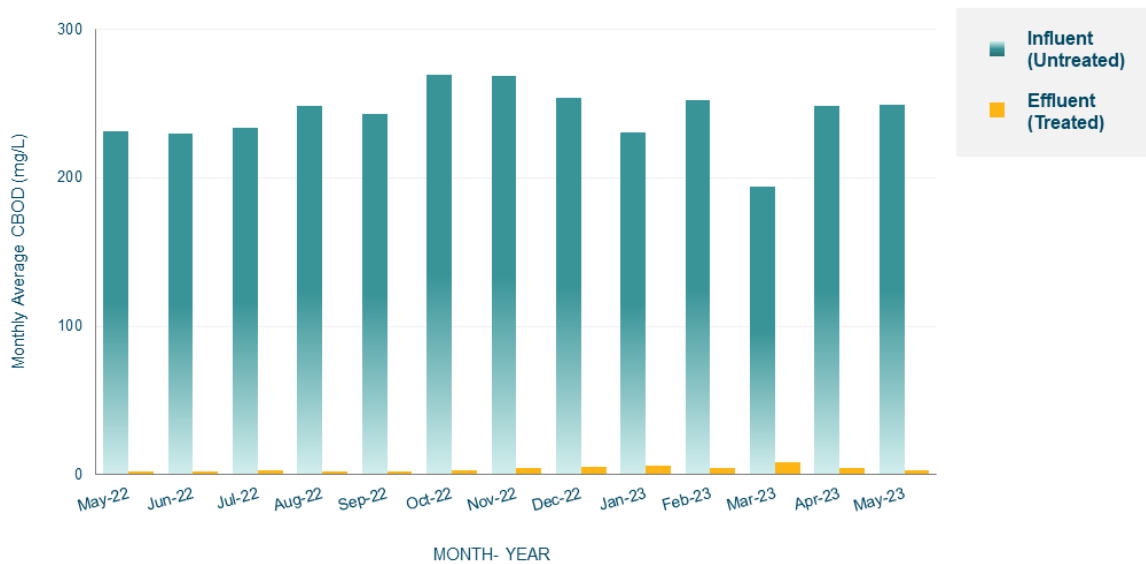


FIGURE 3: TREATED EFFLUENT FLOWS REMOVAL OF CBOD



Member Agency Flows

Table 1 (below) presents the influent and effluent flows for the month of May. Average daily influent flows were recorded for each Member Agency. Total effluent flow was calculated for the San Elijo Water Campus. Approximately 66% of the influent flow was diverted for recycled water use in May.

TABLE 1 - INFLUENT AND EFFLUENT FLOWS IN MAY

MAY			
	Influent (mad)	Recycled Water (mad)	Effluent (mad)*
Cardiff Sanitaru Division	1.184	0.777	0.407
Citu of Solana Beach	0.879	0.577	0.302
Rancho Santa Fe SID	0.167	0.109	0.058
Citu of Del Mar	0.295	0.194	0.101
Total San Elijo Water Campus Flow	2.525	1.657	0.868

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

Table 2 (below) presents the historical average and unit influent rates per month for each of the Member Agencies during the past 3 years. It also presents the number of connected Equivalent Dwelling Units (EDUs) for each of the Member Agencies during this same time.

TABLE 2 - SAN ELIJO WATER CAMPUS MONTHLY REPORT - FLOWS AND EDUS

MONTH	AVERAGE DAILY INFLUENT FLOW RATE (MGD)					CONNECTED EDUS					AVERAGE UNIT INFLUENT FLOW RATE (GAL/EDU/DAY)				
	CSD	RSF	SB	DM	TOTAL PLANT	CSD	RSF	SB	DM	TOTAL EDUS	CSD	RSF	SB	DM	TOTAL PLANT
Jun-20	1.251	0.164	0.897	0.434	2.746	8,534	576	8,105	2,612	19,826	147	285	111	179	139
Jul-20	1.231	0.157	0.937	0.548	2.873	8,535	576	8,110	2,616	19,837	144	273	116	222	145
Aug-20	1.226	0.156	0.950	0.478	2.810	8,540	577	8,110	2,616	19,843	144	271	117	194	142
Sep-20	1.225	0.151	0.956	0.362	2.694	8,540	578	8,110	2,616	19,844	143	261	118	146	136
Oct-20	1.197	0.142	0.940	0.316	2.595	8,543	579	8,110	2,616	19,848	140	245	116	128	131
Nov-20	1.200	0.142	0.927	0.341	2.610	8,543	579	8,110	2,616	19,848	140	245	114	138	131
Dec-20	1.217	0.141	0.893	0.304	2.555	8,543	579	8,110	2,616	19,848	142	244	110	123	129
Jan-21	1.238	0.150	0.909	0.323	2.620	8,543	579	8,110	2,616	19,848	145	259	112	129	132
Feb-21	1.224	0.151	0.926	0.306	2.607	8,548	579	8,110	2,616	19,853	143	261	114	121	131
Mar-21	1.291	0.160	0.968	0.332	2.751	8,548	579	8,110	2,616	19,853	151	277	119	131	139
Apr-21	1.232	0.160	0.925	0.320	2.637	8,552	579	8,110	2,616	19,857	144	277	114	129	133
May-21	1.189	0.157	0.932	0.323	2.601	8,552	579	8,110	2,616	19,857	139	271	115	130	131
Jun-21	1.218	0.148	0.938	0.358	2.662	8,554	579	8,110	2,616	19,859	142	256	116	145	134
Jul-21	1.183	0.144	0.972	0.435	2.734	8,554	579	8,124	2,616	19,873	138	249	120	178	138
Aug-21	1.178	0.150	0.966	0.480	2.774	8,556	579	8,124	2,616	19,875	138	259	119	196	140
Sep-21	1.153	0.129	0.948	0.353	2.583	8,557	579	8,124	2,616	19,876	135	223	117	144	130
Oct-21	1.225	0.126	0.885	0.329	2.565	8,557	579	8,124	2,616	19,876	143	218	109	139	129
Nov-21	1.156	0.131	0.911	0.329	2.527	8,557	581	8,124	2,616	19,878	135	226	112	135	127
Dec-21	1.264	0.145	0.913	0.310	2.632	8,557	581	8,124	2,616	19,878	148	250	112	127	132
Jan-22	1.174	0.140	0.906	0.357	2.577	8,557	581	8,124	2,616	19,878	137	241	112	145	130
Feb-22	1.113	0.158	0.929	0.300	2.500	8,557	581	8,124	2,616	19,878	130	272	114	120	126
Mar-22	1.176	0.142	0.946	0.307	2.571	8,557	581	8,124	2,616	19,878	137	245	116	123	129
Apr-22	1.134	0.140	0.875	0.315	2.464	8,557	582	8,124	2,616	19,879	133	241	108	129	124
May-22	1.146	0.140	0.877	0.301	2.464	8,557	582	8,124	2,616	19,879	134	241	108	123	124
Jun-22	1.133	0.138	0.921	0.452	2.644	8,557	583	8,124	2,616	19,880	132	237	113	184	133
Jul-22	1.124	0.129	0.948	0.438	2.639	8,557	583	8,142	2,616	19,898	131	221	116	179	133
Aug-22	1.163	0.133	0.929	0.448	2.673	8,557	583	8,142	2,616	19,898	136	228	114	185	134
Sep-22	1.139	0.125	0.904	0.381	2.549	8,557	584	8,142	2,616	19,899	133	214	111	158	128
Oct-22	1.083	0.128	0.890	0.295	2.396	8,557	584	8,142	2,616	19,899	127	219	109	122	120
Nov-22	1.205	0.124	0.879	0.336	2.544	8,557	585	8,142	2,616	19,900	141	212	108	138	128
Dec-22	1.186	0.133	0.906	0.374	2.599	8,557	585	8,142	2,616	19,900	139	228	111	151	131
Jan-23	1.630	0.200	0.979	0.379	3.188	8,557	585	8,142	2,616	19,900	190	342	120	153	160
Feb-23	1.323	0.167	0.930	0.371	2.791	8,557	585	8,142	2,616	19,900	155	286	114	149	140
Mar-23	1.892	0.255	1.044	0.392	3.583	8,557	585	8,142	2,616	19,900	221	436	128	154	180
Apr-23	1.244	0.187	0.915	0.303	2.649	8,557	586	8,142	2,616	19,901	145	319	112	123	133
May-23	1.184	0.167	0.879	0.295	2.525	8,557	586	8,142	2,616	19,901	138	285	108	120	127

CSD: Cardiff Sanitary Division

RSF: Ranch Santa Fe Community Service District

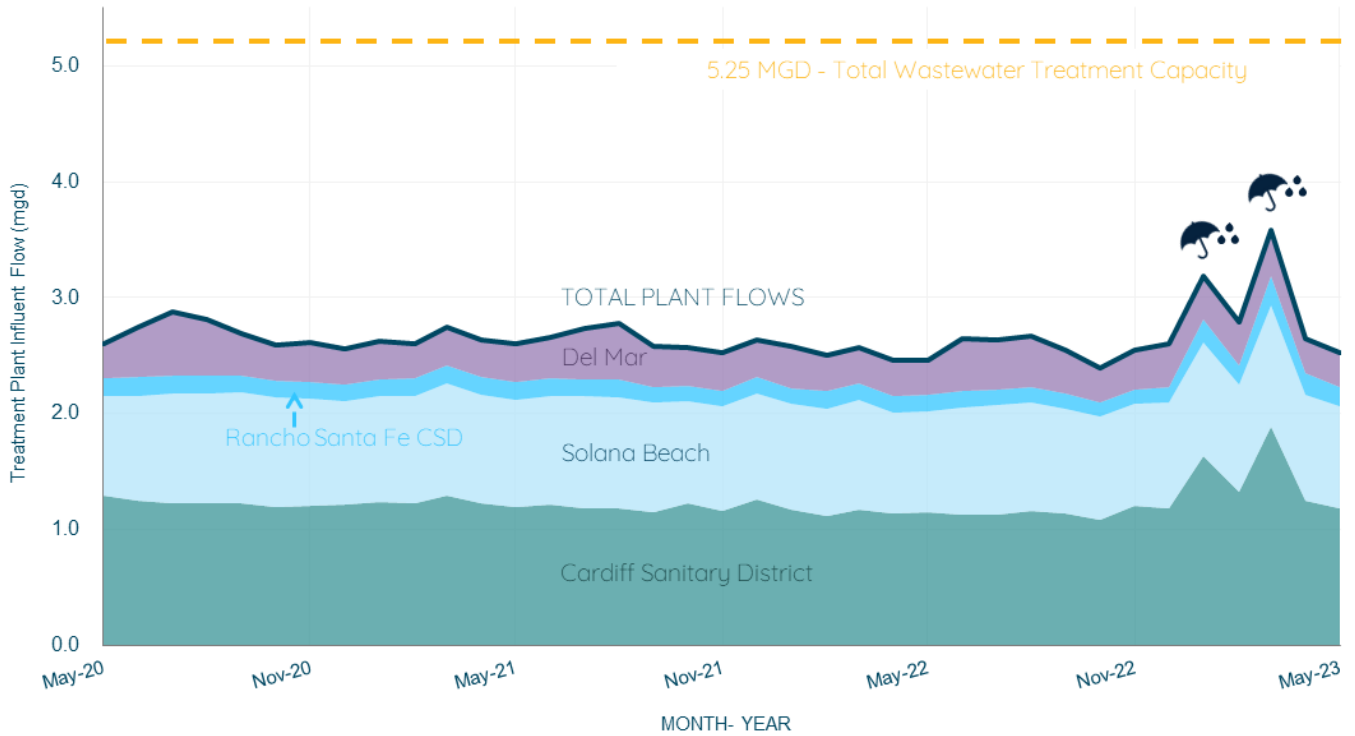
SB: Solana Beach

DM: City of Del Mar

EDU: Equivalent Dwelling Unit

Figure 4 (below) presents the 3-year historical average daily flows per month for each Member Agency. This is to provide a historical overview of the average flow treated for each agency. Also shown in Figure 4 is the total wastewater treatment capacity of the water campus, 5.25 mgd, of which each Member Agency has the right to 2.2 mgd, Rancho Santa Fe Community Service District leases 0.25 mgd, and the City of Del Mar leases 0.60 mgd.

FIGURE 4: SEJPA AVERAGE DAILY FLOWS OVER THE PAST 3 YEARS



City of Escondido Flows

The average and peak flow rate for the month of May 2023 from the City of Escondido's Hale Avenue Resource Recovery Facility, which discharges through the San Elijo Ocean Outfall, is reported below in Table 3.

TABLE 3 - CITY OF ESCONDIDO FLOWS

	Flow (mgd)
Escondido (Average flow rate)	10.8
Escondido (Peak flow rate)	18.4

Connected Equivalent Dwelling Units

The Cities of Encinitas, Solana Beach and Del Mar updated the number of connected EDUs that are reported to the SEJPA in July 2022. The Rancho Santa Fe CSD update their connected EDUs report every month. The number of EDUs connected for each of the Member Agencies and lease agencies is reported in Table 4 below.

TABLE 4 - CONNECTED EDUs BY AGENCY

	Connected (EDU)
Cardiff Sanitary Division	8,557
Rancho Santa Fe SID	586
City of Solana Beach	7,806
San Diego (to Solana Beach)	337
City of Del Mar	2,616
Total EDUs to System	19,901

Respectfully submitted,



Michael T. Thornton, P.E.
General Manager

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SAN ELIJO JOINT POWERS AUTHORITY
MEMORANDUM

August 15, 2023

TO: Board of Directors
San Elijo Joint Powers Authority

FROM: General Manager

SUBJECT: WASTEWATER TREATMENT REPORT

RECOMMENDATION

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

DISCUSSION

Monthly Treatment Plant Performance and Evaluation

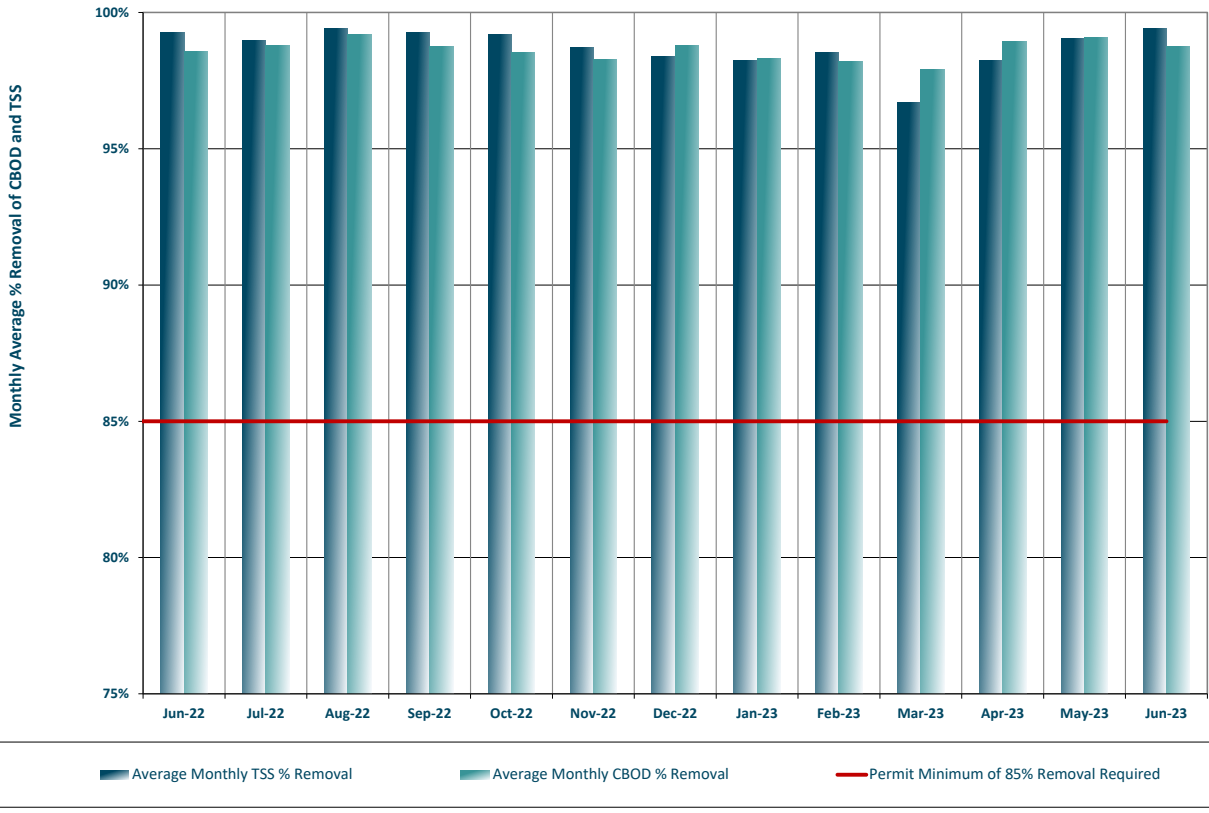
Wastewater treatment for the San Elijo Joint Powers Authority (SEJPA) met all National Pollutant Discharge Elimination System (NPDES) ocean effluent limitation requirements for the month of June 2023. The primary indicators of treatment performance include the removal of Total Suspended Solids (TSS) and Carbonaceous Biochemical Oxygen Demand (CBOD). The SEJPA is required to remove a minimum of 85 percent of the TSS and CBOD from the wastewater. Treatment levels for **TSS** and **CBOD** were **99.4** and **98.8** percent removal, respectively, during the month of June.

Exceptional Water Treatment



Figure 1 (below) shows historic treatment performance trends for the removal of TSS and CBOD over the last 13 months compared to the permit minimum removal requirement of 85%.

Figure 1: Wastewater Treatment Performance of the SEJPA % Removal of Total Suspended Solids (TSS) and Carbonaceous Biochemical Oxygen Demand (CBOD)



Figures 2 and 3 (below) show historic influent vs effluent TSS and CBOD concentration fluctuations in the strength of the wastewater being received and discharged by the SEJPA.

FIGURE 2: TREATED EFFLUENT FLOWS REMOVAL OF TSS

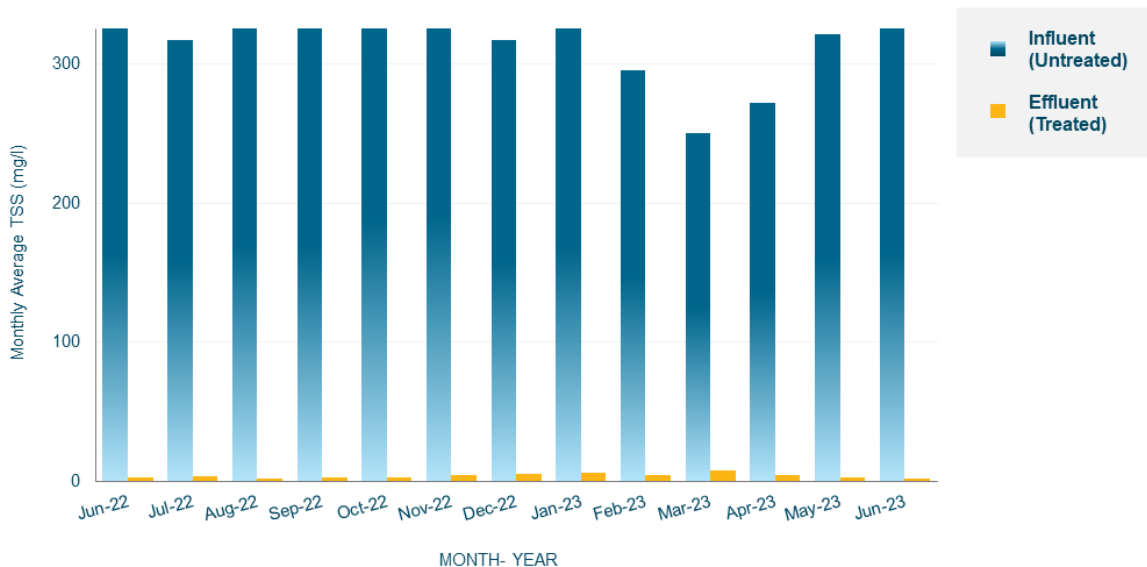
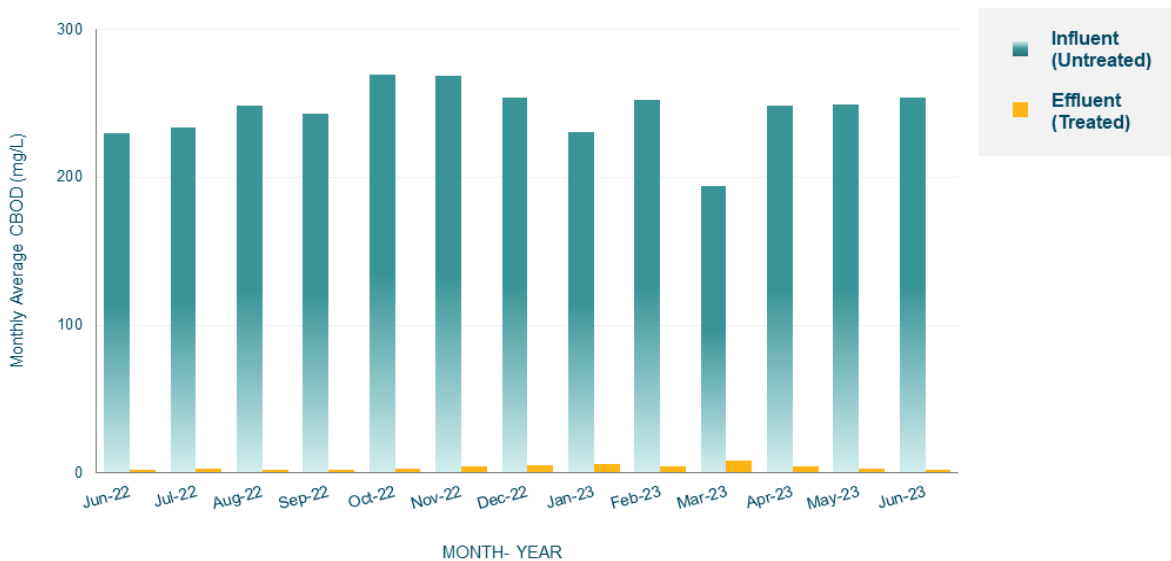


FIGURE 3: TREATED EFFLUENT FLOWS REMOVAL OF CBOD



Member Agency Flows

Table 1 (below) presents the influent and effluent flows for the month of June. Average daily influent flows were recorded for each Member Agency. Total effluent flow was calculated for the San Elijo Water Campus. Approximately 75% of the influent flow was diverted for recycled water use in June.

TABLE 1 - INFLUENT AND EFFLUENT FLOWS IN JUNE

JUNE			
	Influent (mad)	Recycled Water (mad)	Effluent (mad)*
Cardiff Sanitaru Division	1.165	0.874	0.291
Citu of Solana Beach	0.891	0.669	0.222
Rancho Santa Fe SID	0.165	0.123	0.042
Citu of Del Mar	0.413	0.31	0.103
Total San Elijo Water Campus Flow	2.634	1.976	0.658

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

Table 2 (below) presents the historical average and unit influent rates per month for each of the Member Agencies during the past 3 years. It also presents the number of connected Equivalent Dwelling Units (EDUs) for each of the Member Agencies during this same time.

TABLE 2 - SAN ELIJO WATER CAMPUS MONTHLY REPORT - FLOWS AND EDUS

MONTH	AVERAGE DAILY INFLUENT FLOW RATE (MGD)					CONNECTED EDUs					AVERAGE UNIT INFLUENT FLOW RATE (GAL/EDU/DAY)				
	CSD	RSF	SB	DM	TOTAL PLANT	CSD	RSF	SB	DM	TOTAL EDUS	CSD	RSF	SB	DM	TOTAL PLANT
Jul-20	1.231	0.157	0.937	0.548	2.873	8,535	576	8,110	2,616	19,837	144	273	116	222	145
Aug-20	1.226	0.156	0.950	0.478	2.810	8,540	577	8,110	2,616	19,843	144	271	117	194	142
Sep-20	1.225	0.151	0.956	0.362	2.694	8,540	578	8,110	2,616	19,844	143	261	118	146	136
Oct-20	1.197	0.142	0.940	0.316	2.595	8,543	579	8,110	2,616	19,848	140	245	116	128	131
Nov-20	1.200	0.142	0.927	0.341	2.610	8,543	579	8,110	2,616	19,848	140	245	114	138	131
Dec-20	1.217	0.141	0.893	0.304	2.555	8,543	579	8,110	2,616	19,848	142	244	110	123	129
Jan-21	1.238	0.150	0.909	0.323	2.620	8,543	579	8,110	2,616	19,848	145	259	112	129	132
Feb-21	1.224	0.151	0.926	0.306	2.607	8,548	579	8,110	2,616	19,853	143	261	114	121	131
Mar-21	1.291	0.160	0.968	0.332	2.751	8,548	579	8,110	2,616	19,853	151	277	119	131	139
Apr-21	1.232	0.160	0.925	0.320	2.637	8,552	579	8,110	2,616	19,857	144	277	114	129	133
May-21	1.189	0.157	0.932	0.323	2.601	8,552	579	8,110	2,616	19,857	139	271	115	130	131
Jun-21	1.218	0.148	0.938	0.358	2.662	8,554	579	8,110	2,616	19,859	142	256	116	145	134
Jul-21	1.183	0.144	0.972	0.435	2.734	8,554	579	8,124	2,616	19,873	138	249	120	178	138
Aug-21	1.178	0.150	0.966	0.480	2.774	8,556	579	8,124	2,616	19,875	138	259	119	196	140
Sep-21	1.153	0.129	0.948	0.353	2.583	8,557	579	8,124	2,616	19,876	135	223	117	144	130
Oct-21	1.225	0.126	0.885	0.329	2.565	8,557	579	8,124	2,616	19,876	143	218	109	139	129
Nov-21	1.156	0.131	0.911	0.329	2.527	8,557	581	8,124	2,616	19,878	135	226	112	135	127
Dec-21	1.264	0.145	0.913	0.310	2.632	8,557	581	8,124	2,616	19,878	148	250	112	127	132
Jan-22	1.174	0.140	0.906	0.357	2.577	8,557	581	8,124	2,616	19,878	137	241	112	145	130
Feb-22	1.113	0.158	0.929	0.300	2.500	8,557	581	8,124	2,616	19,878	130	272	114	120	126
Mar-22	1.176	0.142	0.946	0.307	2.571	8,557	581	8,124	2,616	19,878	137	245	116	123	129
Apr-22	1.134	0.140	0.875	0.315	2.464	8,557	582	8,124	2,616	19,879	133	241	108	129	124
May-22	1.146	0.140	0.877	0.301	2.464	8,557	582	8,124	2,616	19,879	134	241	108	123	124
Jun-22	1.133	0.138	0.921	0.452	2.644	8,557	583	8,124	2,616	19,880	132	237	113	184	133
Jul-22	1.124	0.129	0.948	0.438	2.639	8,557	583	8,142	2,616	19,898	131	221	116	179	133
Aug-22	1.163	0.133	0.929	0.448	2.673	8,557	583	8,142	2,616	19,898	136	228	114	185	134
Sep-22	1.139	0.125	0.904	0.381	2.549	8,557	584	8,142	2,616	19,899	133	214	111	158	128
Oct-22	1.083	0.128	0.890	0.295	2.396	8,557	584	8,142	2,616	19,899	127	219	109	122	120
Nov-22	1.205	0.124	0.879	0.336	2.544	8,557	585	8,142	2,616	19,900	141	212	108	138	128
Dec-22	1.186	0.133	0.906	0.374	2.599	8,557	585	8,142	2,616	19,900	139	228	111	151	131
Jan-23	1.630	0.200	0.979	0.379	3.188	8,557	585	8,142	2,616	19,900	190	342	120	153	160
Feb-23	1.323	0.167	0.930	0.371	2.791	8,557	585	8,142	2,616	19,900	155	286	114	149	140
Mar-23	1.892	0.255	1.044	0.392	3.583	8,557	585	8,142	2,616	19,900	221	436	128	154	180
Apr-23	1.244	0.187	0.915	0.303	2.649	8,557	586	8,142	2,616	19,901	145	319	112	123	133
May-23	1.184	0.167	0.879	0.295	2.525	8,557	586	8,142	2,616	19,901	138	285	108	120	127
Jun-23	1.165	0.165	0.891	0.413	2.634	8,557	586	8,142	2,616	19,901	136	282	109	171	132

CSD: Cardiff Sanitary Division

RSF: Ranch Santa Fe Community Service District

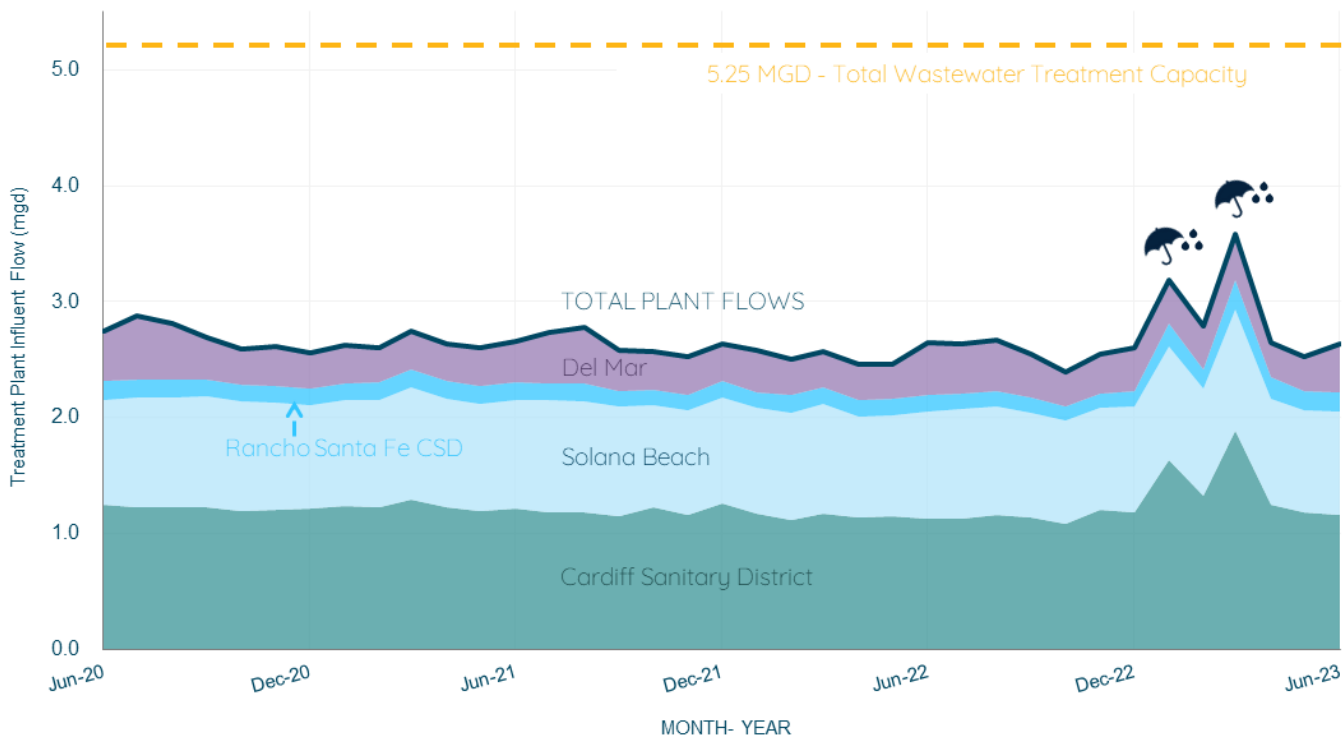
SB: Solana Beach

DM: City of Del Mar

EDU: Equivalent Dwelling Unit

Figure 4 (below) presents the 3-year historical average daily flows per month for each Member Agency. This is to provide a historical overview of the average flow treated for each agency. Also shown in Figure 4 is the total wastewater treatment capacity of the water campus, 5.25 mgd, of which each Member Agency has the right to 2.2 mgd, Rancho Santa Fe Community Service District leases 0.25 mgd, and the City of Del Mar leases 0.60 mgd.

FIGURE 4: SEJPA AVERAGE DAILY FLOWS OVER THE PAST 3 YEARS



City of Escondido Flows

The average and peak flow rate for the month of June 2023 from the City of Escondido's Hale Avenue Resource Recovery Facility, which discharges through the San Elijo Ocean Outfall, is reported below in Table 3.

TABLE 3 - CITY OF ESCONDIDO FLOWS

	Flow (mgd)
Escondido (Average flow rate)	10.2
Escondido (Peak flow rate)	18.0

Connected Equivalent Dwelling Units

The Cities of Encinitas, Solana Beach and Del Mar updated the number of connected EDUs that are reported to the SEJPA in July 2022. The Rancho Santa Fe CSD update their connected EDUs report every month. The number of EDUs connected for each of the Member Agencies and lease agencies is reported in Table 4 below.

TABLE 4 - CONNECTED EDUs BY AGENCY

	Connected (EDU)
Cardiff Sanitary Division	8,557
Rancho Santa Fe SID	586
City of Solana Beach	7,806
San Diego (to Solana Beach)	337
City of Del Mar	2,616
Total EDUs to System	19,901

Respectfully submitted,



Michael T. Thornton, P.E.
General Manager

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AGENDA ITEM NO. 10a

SAN ELIJO JOINT POWERS AUTHORITY
MEMORANDUM

August 15, 2023

TO: Board of Directors
San Elijo Joint Powers Authority

FROM: General Manager

SUBJECT: RECYCLED WATER REPORT

RECOMMENDATION

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

DISCUSSION

Recycled Water Production

For the month of May 2023, recycled water demand was 171.2 acre-feet (AF), which was met using 171.0 AF of recycled water and supplemented with 0.2 AF of potable water. May demand was 2.4% below budget expectations of 175 AF. The total water production of 1,350 AF for the first eleven months of FY 2022-23 was slightly below budget by 6.2%.

Figure 1 (attached) provides a graphical view of annual recycled water demand spanning the last 10 fiscal years, with the overlay of annual rainfall. Since the recycled water program primarily serves outdoor irrigation, annual demand is reduced during wet periods and increases during times of drought. Figure 2 (attached) shows the monthly recycled water demand for each May for the last ten years to provide a year-over-year comparison. Figure 3 (attached) compares budget versus actual recycled water sales for FY 2022-23.

Respectfully submitted,



Michael T. Thornton, P.E.
General Manager

FIGURE 1: RECYCLED WATER DEMAND AND RAINFALL COMPARISON



FIGURE 2: MAY RECYCLED WATER DEMAND

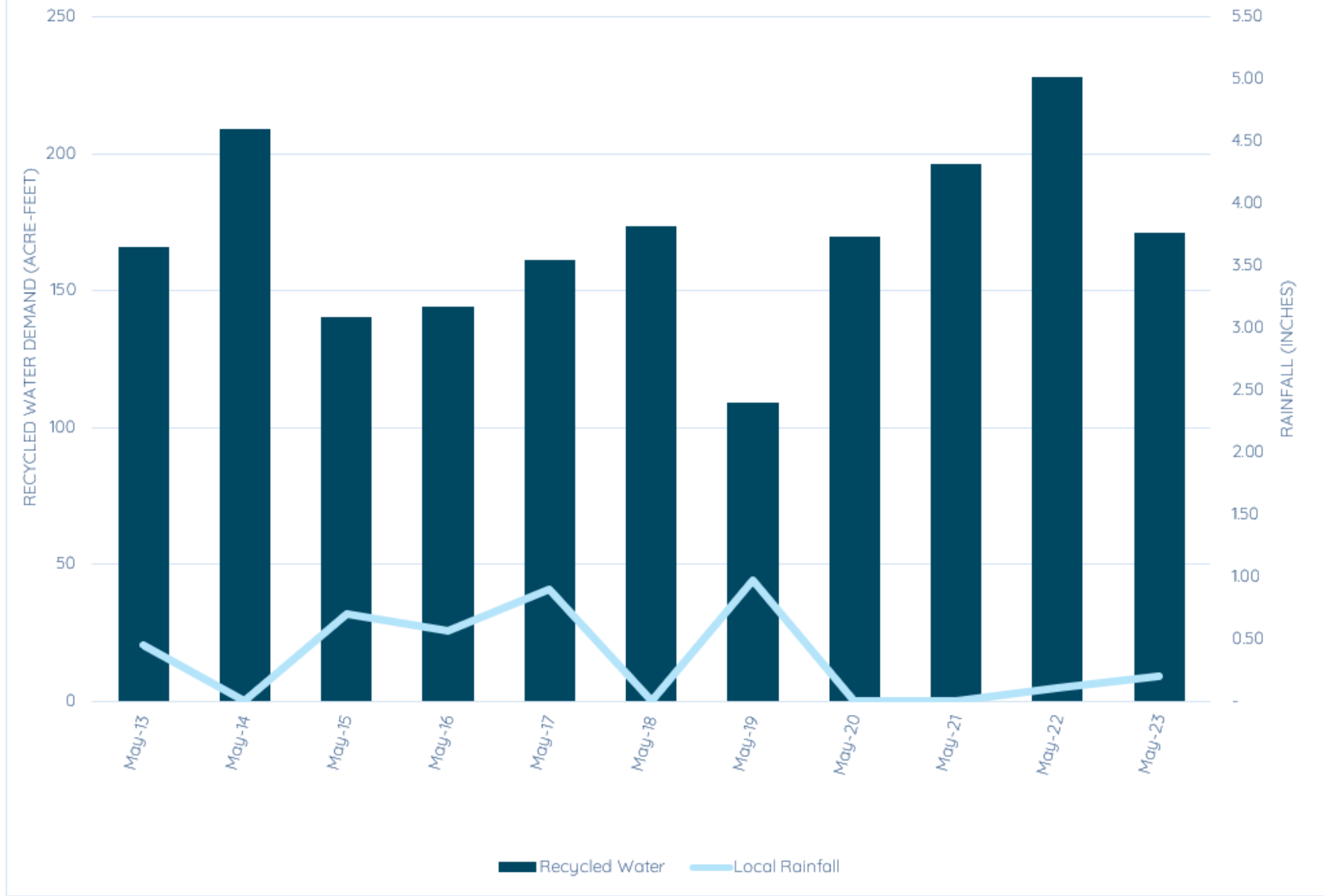
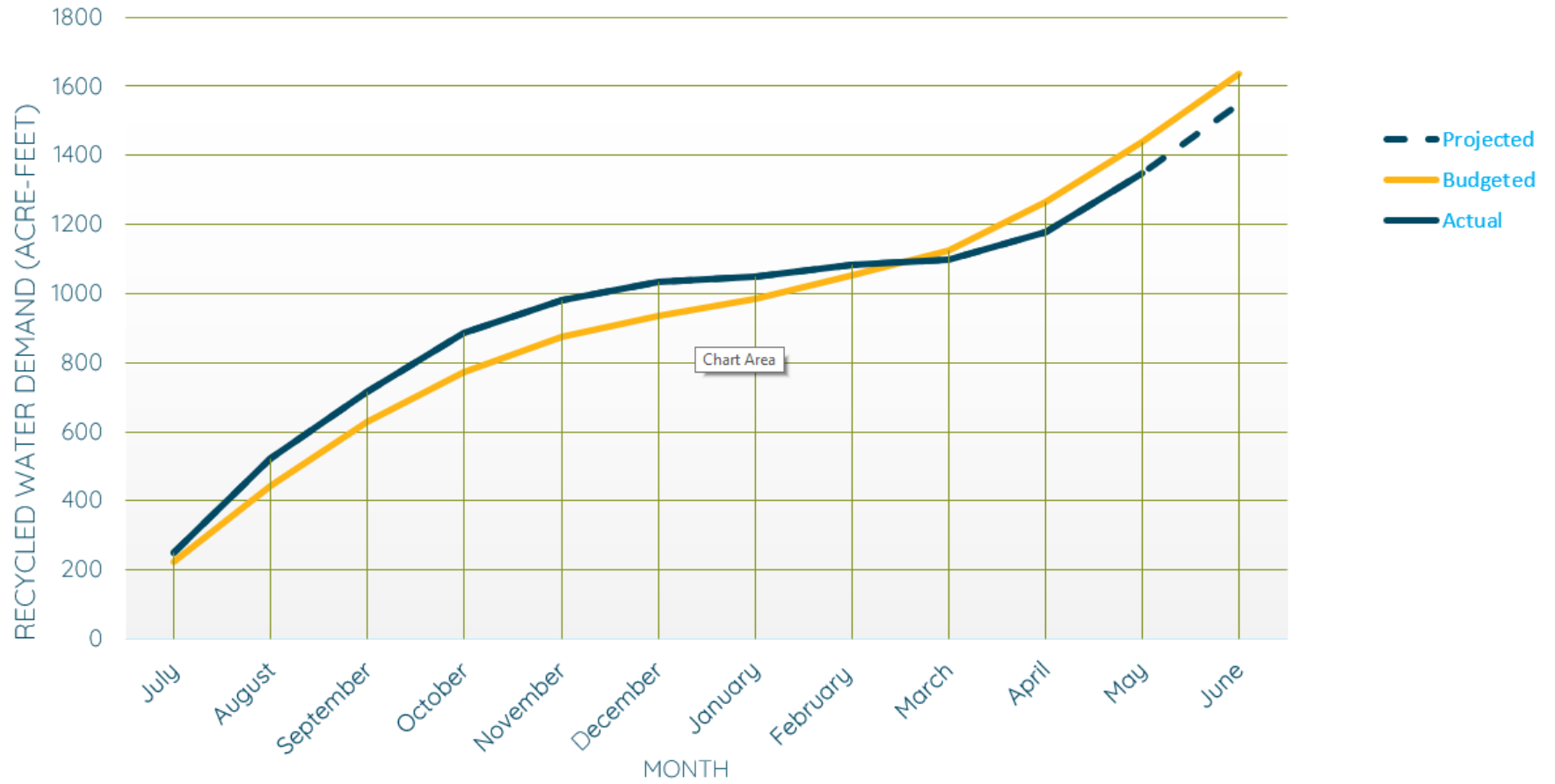


FIGURE 3: FY2022/23 CUMULATIVE DEMAND VS BUDGET



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AGENDA ITEM NO. 10b

SAN ELIJO JOINT POWERS AUTHORITY
MEMORANDUM

August 15, 2023

TO: Board of Directors
San Elijo Joint Powers Authority

FROM: General Manager

SUBJECT: RECYCLED WATER REPORT

RECOMMENDATION

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

DISCUSSION

Recycled Water Production

For the month of June 2023, recycled water demand was 174.0 acre-feet (AF), which was met using 172.9 AF of recycled water and supplemented with 1.1 AF of potable water. June demand was 12% below budget expectations of 198 AF. The total water production of 1,524 AF for FY 2022-23 was slightly below budget by 6.9% due to higher-than-average rainfall during the winter months.

Figure 1 (attached) provides a graphical view of annual recycled water demand spanning the last 10 fiscal years, with the overlay of annual rainfall. Since the recycled water program primarily serves outdoor irrigation, annual demand is reduced during wet periods and increases during times of drought. Figure 2 (attached) shows the monthly recycled water demand for each June for the last ten years to provide a year-over-year comparison. Figure 3 (attached) compares budget versus actual recycled water sales for FY 2022-23.

Respectfully submitted,



Michael T. Thornton, P.E.
General Manager

FIGURE 1: RECYCLED WATER DEMAND AND RAINFALL COMPARISON

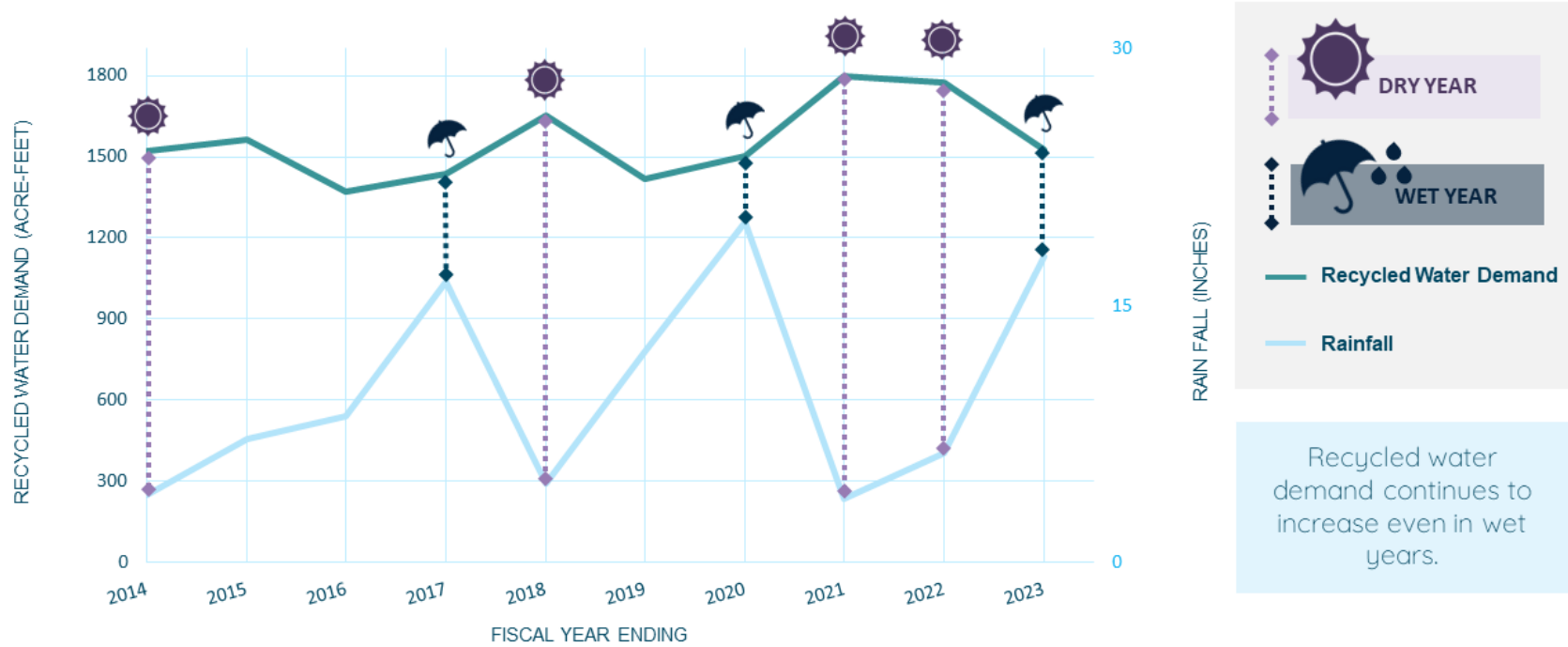


FIGURE 2: JUNE RECYCLED WATER DEMAND

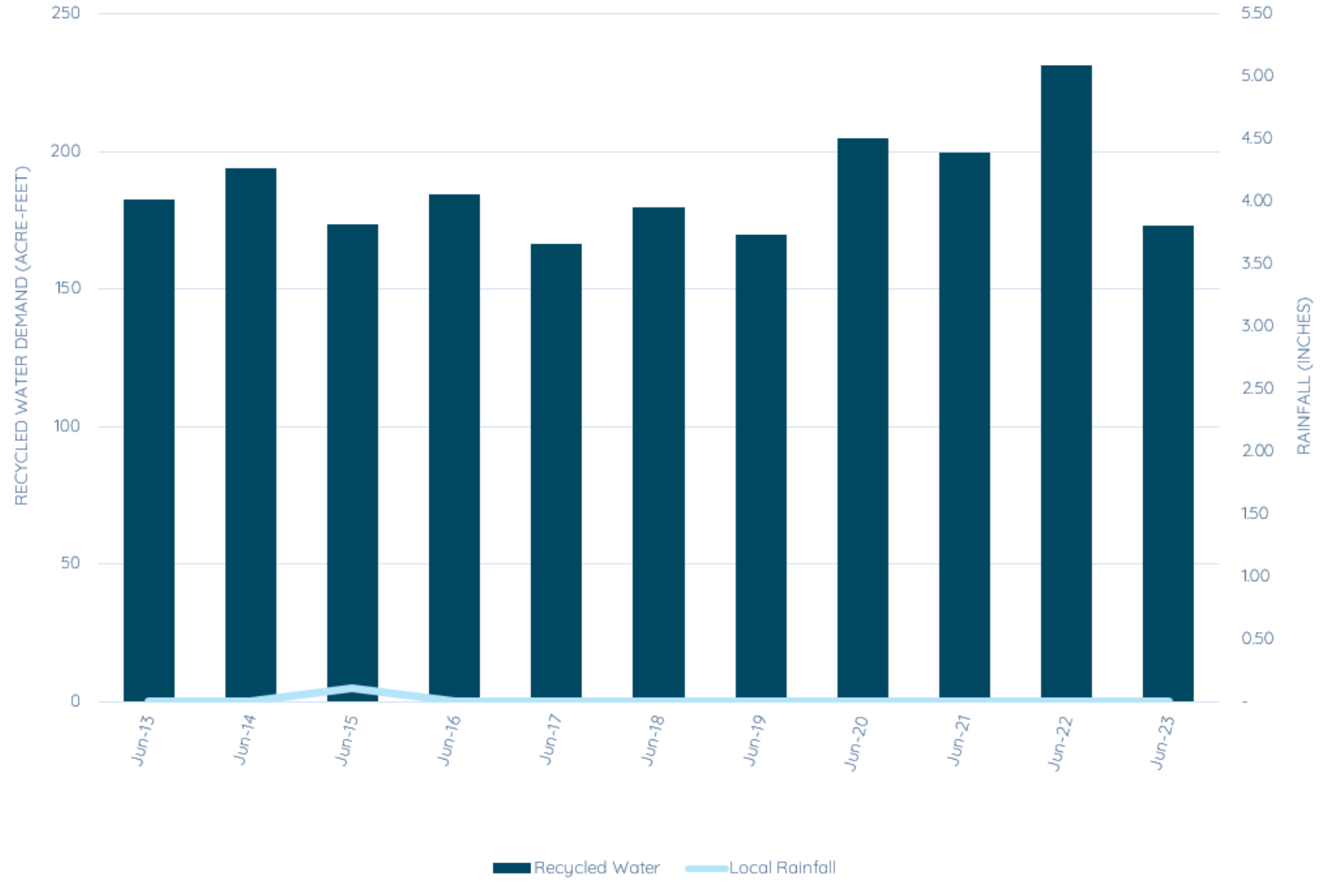
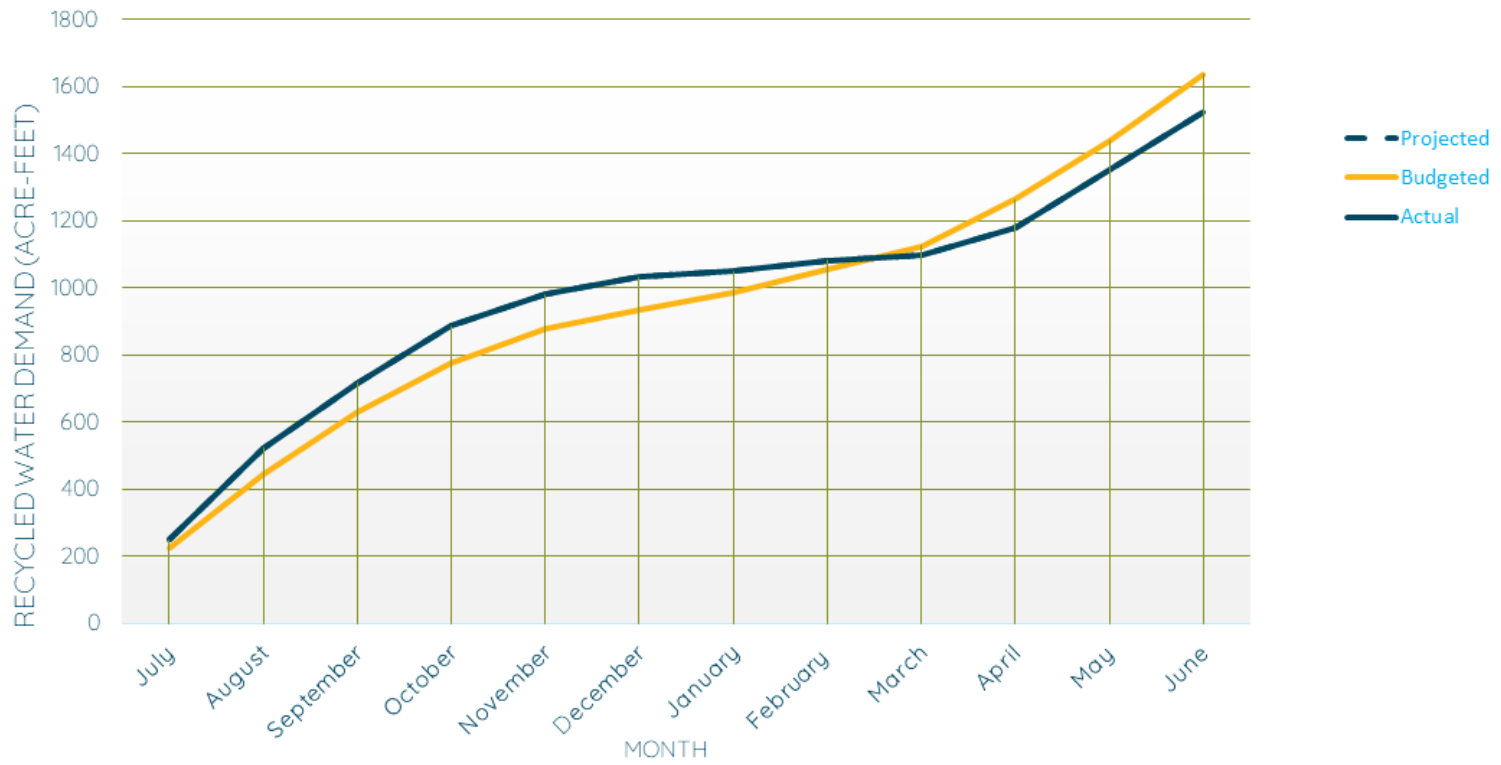


FIGURE 3: FY2022/23 CUMULATIVE DEMAND VS BUDGET



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AGENDA ITEM NO. 11

SAN ELIJO JOINT POWERS AUTHORITY
MEMORANDUM

August 15, 2023

TO: Board of Directors
San Elijo Joint Powers Authority

FROM: General Manager

SUBJECT: REPORTABLE MEETINGS

RECOMMENDATION

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

BACKGROUND

The General Manager or his designee may meet monthly with one or more Board Members in preparation for the Board Meeting.

DISCUSSION

The following meetings have taken place since the previous Board Meeting:

1. Meeting to review Board Meeting Agenda with Board Chair Zito on June 16, 2023.

FINANCIAL IMPACT

Per the SEJPA Restatement Agreement, SEJPA pays the Board Member \$160 for each reportable meeting. These meetings are accounted for in our annual budget.

Respectfully submitted,



Michael T. Thornton, P.E.
General Manager

SAN ELIJO JOINT POWERS AUTHORITY
MEMORANDUM

August 15, 2023

TO: Board of Directors
San Elijo Joint Powers Authority

FROM: General Manager

SUBJECT: PROPOSITION 1 INTEGRATED REGIONAL WATER MANAGEMENT, GRANT
ACCEPTANCE

RECOMMENDATION

It is recommended that the Board of Directors:

1. Authorize the General Manager to execute the Proposition 1, Integrated Regional Water Management, Local Project Participant Agreement for \$264,660 in Grant Funding; and
2. Discuss and take action as appropriate.

BACKGROUND

Integrated Regional Water Management (IRWM) is aimed at developing long-term water supply reliability, improving water quality, and protecting natural resources in California. The Statewide IRWM Program was originally derived from Proposition 50, the Water Security, Clean Drinking Water, Coastal and Beach Protection Act of 2002. Since then, California voters approved Proposition 84 (The Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act) in 2006 and then Proposition 1 (Water Quality, Supply, and Infrastructure Improvement Act) in 2014, both of which provide funding for IRWM grants.

The IRWM planning process is a local water management approach embraced by the Governor, DWR, and the State Water Resources Control Board. It is aimed at securing long-term water supply reliability within California by first recognizing the inter-connectivity of water supplies and the environment, then pursuing projects yielding multiple benefits for water supply, water quality, and natural resources.

DISCUSSION

SEJPA has successfully secured grant funding for previous projects as both the lead and partnering agency, receiving approximately \$4 million for the SEJPA and \$10 million for north San Diego county cities and agencies. Past grant successes for SEJPA include the construction of recycled water distribution pipelines, storage improvements, and advanced water treatment, as part of building an integrated regional recycled water system.

In 2022, the North San Diego Water Reuse Coalition (NSDWRC) applied for an IRWM grant for the expansion of recycled water infrastructure in north coastal San Diego County. OMWD is the lead agency for this grant, with SEJPA, City of Carlsbad, City of Oceanside, Leucadia Wastewater District, Rincon del Diablo Municipal Water District, and Vallecitos Water District as project partners. The grant value for the coalition is approximately \$3.7 million, with \$264,660 designated to SEJPA to fund the construction of the pipeline to the Wanket reservoir.

Funds will be distributed among seven NSDWRC partner agencies as follows:

Partner	Project Component	Grant Award	Est. Project Costs
Carlsbad MWD	Recycled Water Tank	\$838,593	\$3,216,264
City of Oceanside	Downtown Recycled Water Main Extensions and Services	\$717,348	\$3,210,554
Rincon del Diablo MWD	Pump Station Upgrades	\$208,588	\$904,806
Olivenhain MWD	Recycled Water Pipeline Extensions	\$471,148	\$1,807,000
	Extension 153 flow meter		
Leucadia WWD	Recycled Water Pipeline Replacement	\$148,574	\$569,826
San Elijo JPA	Pipeline to Wanket Tank	\$264,660	\$948,000
Vallecitos WD	Meadowlark Chlorine Contact Tank Expansion	\$1,082,872	\$4,270,683

FINANCIAL IMPACT

Authorizing the General Manager to execute the local project participant (LPP) grant agreement will provide \$264,660 for the construction of the recycled water pipeline that will connect the Wanket Reservoir to SEJPA's existing recycled water distribution system.

Accepting the grant will obligate SEJPA to grant reporting and auditing requirements, which is typical for state grants. SEJPA plans to conduct a portion of the grant administration work by its staff and outsource some grant administration that is common to the entire coalition.

RECOMMENDATION

It is recommended that the Board of Directors:

3. Authorize the General Manager to execute the Proposition 1, Integrated Regional Water Management, Local Project Participant Agreement for \$264,660 in Grant Funding; and
4. Discuss and take action as appropriate.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'M. Thornton', written over a horizontal line.

Michael Thornton, P.E.
General Manager

Attachment 1: Agreement for the Proposition 1, Round 2, Integrated Regional Water Management Implementation Grant, Local Project Participant

Attachment 1

AGREEMENT FOR THE PROPOSITION 1 ROUND 2 INTEGRATED REGIONAL WATER MANAGEMENT PROGRAM IMPLEMENTATION GRANT BETWEEN OLIVENHAIN MUNICIPAL WATER DISTRICT AND LOCAL PROJECT PARTICIPANTS

PROJECT ID NO. 1-2-4-80089

THIS AGREEMENT is entered into by and between Olivenhain Municipal Water Agency, a Public Agency in the State of California, duly organized, existing, and acting pursuant to the laws thereof and Local Project Sponsor, herein referred to as the "LPS" or "OMWD," and Carlsbad Municipal Water District (Carlsbad), Leucadia Wastewater District (Leucadia), the City of Oceanside (Oceanside), Rincon del Diablo Municipal Water District (Rincon), San Elijo Joint Powers Authority (SEJPA), and Vallecitos Water District (Vallecitos), collectively referred to as "Local Project Participants" or "LPP," for distribution of an Integrated Regional Water Management (IRWM) Grant Award from the State of California Department of Water Resources (State) via local grant administrator, San Diego County Water Authority (SDCWA). Local Project Sponsor and Local Project Participants are collectively referred to as "Parties."

RECITALS:

- 1) WHEREAS, since 2005, the City of San Diego, County of San Diego, and SDCWA have jointly operated as a Regional Water Management Group (RWMG) under successive Memoranda of Understanding (MOU) for purposes that include division of responsibilities regarding the IRWM Plan and for administration of IRWM grant monies awarded to the San Diego IRWM Region by the State; and
- 2) WHEREAS, in 2010, OMWD and LPPs came together in order to encourage the beneficial reuse of wastewater across jurisdictional boundaries, working as the North San Diego County Water Reuse Coalition (NSDWRC). Project components of NSDWRC's Regional Recycled Water Program (RRWP) were included in the San Diego IRWM Plan. Participants in this phase of the RRWP, herein referred to as "Project," include OMWD and six LPPs; and
- 3) WHEREAS, in November 2014, California voters approved Proposition 1, the Water Quality, Supply, and Infrastructure Improvement Act of 2014, providing \$510 million in IRWM to support projects included in the State-approved and adopted IRWM plans; and
- 4) WHEREAS, to qualify for IRWM funding from Proposition 1, an IRWM planning region must have an IRWM Plan that is consistent with Water Code section 15030 et. seq., and been approved by the State, and the 2019 San Diego IRWM Plan has met those requirements; and
- 5) WHEREAS, in December 2020, the RWMG executed a new MOU for the San Diego IRWM Plan and grant program for calendar years 2021 through 2025, replacing prior MOUs and any amendments, reaffirming the respective roles of each party, including SDCWA as the responsible party for administration of IRWM grant monies; and
- 6) WHEREAS, in May 2022, the State solicited for projects for a second round of grants to be funded by Proposition 1. Components of the RRWP were included in the Round 2 San Diego IRWM Region's application to the State. In November 2022, the State issued its final funding recommendations for the IRWM Proposition 1 Round 2 grant program.
- 7) WHEREAS, effective April 2023, SDCWA, acting on behalf of the San Diego RWMG, entered into a \$16,084,697 grant agreement with the State for Proposition 1 Round 2. The San Diego RWMG committed a total of \$3,731,783 of this award to components of the RRWP.
- 8) WHEREAS, in June 2023, OMWD entered into a LPS Agreement with SDCWA for the Proposition 1 Round 2 IRWM implementation grant (attached hereto as Exhibit A). In the capacity of LPS, OMWD is required to act on SDCWA's behalf for matters pertaining to the RRWP for the purposes of project management, oversight, compliance, operations, and maintenance. OMWD is also required to act on

SDCWA's behalf in the fulfillment of SDCWA's responsibilities as specifically identified in SDCWA's Grant Agreement with the State.

The Recitals are incorporated herein, and the Parties agree as follows:

- 1) DEFINITIONS. The following words and terms, unless otherwise defined, shall mean:
 - A. LPS means Local Project Sponsor. A LPS is a proponent of individual projects that will be funded as part of the IRWM Program from the State. The LPS for this Agreement is OMWD.
 - B. LPP means Local Project Participant: A LPP is a proponent of a project component funded as part of the IRWM grant from DWR that is not serving as Local Project Sponsor. For purposes of this Agreement, LPPs are Carlsbad, Leucadia, Oceanside, Rincon, SEJPA, and Vallecitos.
 - C. Grant Agreement means Grant Agreement No. 4600014983 between the San Diego County Water Authority and the State of California Department of Water Resources, dated April 20, 2023, for the disbursement of \$16,084,697 in Grant Funds from Proposition 1, and is available upon request.
 - D. LPS Agreement: The agreement between SDCWA and LPS for the performance of the Project and receipt of the Grant Funds allocated for the Project.
 - E. LPP Agreement means this Local Project Participant Agreement between LPS and the LPPs for the performance of its project component and receipt of the Grant Funds allocated for the project component.
 - F. Project 1-2-4-80089: One or more projects of the North San Diego Water Reuse Coalition–Regional Recycled Water Program.
 - G. Grant/Grant Funds/Grant Funding/Grant Amount means the funding awarded to the Project from the State under the Grant Agreement.
- 2) TERM OF AGREEMENT. The term of this LPP Agreement begins on November 23, 2022, through final payment plus three (3) years unless otherwise terminated or amended as provided in this LPP Agreement. However, all work in Exhibit B (Work Plan) shall be completed by the date reflected in Exhibit D (Schedule) or by September 30, 2027, whichever is sooner.
- 3) GRANT AMOUNT. The maximum Grant Funds payable by this LPP Agreement shall not exceed \$3,731,783.
- 4) COST SHARE. Cost Share is the amount needed to fund the Project above the Grant amount. The LPP is required to provide a minimum of fifty (50) percent of project component costs, unless eligible to be waived, reflected as "Required Cost Share: Non-state Fund Source", as set forth in Exhibit C (Budget). Required Cost Share may include Eligible Project Costs directly related to Exhibit B incurred after January 1, 2015. A change in the project component's total costs may change the required Cost Share. Exhibit C also defines each LPP's funding share. LPP is required to comply with the additional guidance and requirements regarding Cost Share as provided in Exhibit H (State and Local Project Sponsor Audit Document Requirements and Cost Share Guidelines).

Other Cost Share is the amount necessary to fund the LPP's project component in addition to the Grant Amount and Required Cost Share. Other Cost Share may be reviewed by LPS, SDCWA, or the State for invoicing purposes; however, the LPP is required to maintain all financial records associated with its project component in accordance with Exhibit H.
- 5) LPP RESPONSIBILITIES. LPP and its representatives shall:
 - A. Faithfully and expeditiously perform or cause to be performed all work as described in Exhibit B and in accordance with Exhibits C and D. LPP shall be responsible for oversight, compliance, and operations and maintenance of LPP's project component identified in this LPP Agreement.

- B. LPP or its representatives shall perform regular inspections of any construction work in progress.
- C. Accept and agree to comply with all terms, provisions, conditions, and written commitments of this LPP Agreement, including all incorporated documents, and to fulfill all assurances, declarations, representations, and statements made by LPP in the application, documents, amendments, and communications filed in support of its request for funding.
- D. Comply with all applicable federal, state, and local laws and regulations to execute this LPP Agreement and implement the LPP's project component.
- E. Fulfill its obligations under the LPP Agreement and be responsible for the performance of its project component.
- F. Obtain any and all permits, licenses, and approvals required for performing any work under this LPP Agreement, including those necessary to perform design, construction, or operation and maintenance of the LPP's project component. LPP shall provide copies of permits and approvals to the LPS.
- G. Be solely responsible for design, construction, operation, and maintenance of LPP's project component within Exhibit B (Work Plan). Review or approval of plans, specifications, bid documents, or other construction documents by the State is solely for the purpose of proper administration of funds by the State, SDCWA, or LPS, and shall not be deemed to relieve or restrict responsibilities of LPP under this LPP Agreement.
- H. Be solely responsible for all work and for persons or entities engaged in work performed pursuant to this LPP Agreement, including, but not limited to, contractors, subcontractors, suppliers, and providers of services. The LPP shall be responsible for any and all disputes arising out of its contracts for work on the LPP's project component, including but not limited to payment disputes with contractors and subcontractors. The State, SDCWA, and LPS will not mediate disputes between the LPP and any other entity concerning responsibility for performance of work.
- I. LPP shall fulfill its obligations in a manner that is consistent with this LPP Agreement, the LPS Agreement, the Grant Agreement (No. 4600014983), and the IRWM Program.
- J. Cost sharing for all grant administration support services shall be based on the percentage of the LPP's project component funding share, and are listed below.

LPP/LPS	Project Component	Portion of Project Administrative Costs
Carlsbad	Recycled Water Tank	22.47%
Oceanside	Downtown Recycled Water Main Extensions and Services	19.22%
Rincon	Pump Station Upgrades	5.59%
OMWD	Recycled Water Pipeline Extensions	12.63%
	Extension 153 flow meter	
Leucadia	Recycled Water Pipeline Replacement	3.98%
SEJPA	Wanket Recycled Water Pipeline	7.09%
Vallecitos	Meadowlark Chlorine Contact Tank Expansion	29.02%

OMWD shall act as the administrator for consultant agreements for grant administration support services at no charge to the Parties. OMWD will administer grant administration support as a convenience only and assumes no other responsibility under said contract(s) on behalf of the other Parties. Any reports provided to OMWD by a consultant shall be shared with all Parties.

OMWD shall provide copies of any consultant invoices with proof of payment when invoicing LPPs for grant administration support services throughout the year. All Parties shall have the right to comment on these records and request corrections thereto if necessary.

In the event that any party to this LPP Agreement notifies all other Parties in writing of its intent to terminate participation in this joint LPP Agreement, no refunds of any monies already paid will be reimbursed and the party will have no further interest or right in this LPP Agreement or state funding being pursued. The remaining Parties agree to adjust their future cost sharing percentages proportionately to any adjustment in project component funding shares among the remaining Parties.

- K. The LPP has reviewed and shall demonstrate compliance with all eligibility criteria as set forth in Section II of the 2022 IRWM Program Guidelines (2022 Guidelines). Guidelines can be viewed at <https://water.ca.gov/-/media/DWR-Website/Web-Pages/Work-With-Us/Grants-And-Loans/IRWM-Grants/Files/Prop-1-Implementation/Round-2/2022-Integrated-Regional-Water-Management-Grant-Program-Guidelines.pdf>.

6) GENERAL CONDITIONS.

- A. The LPS shall have no obligation to disburse money for the LPP's project component under this LPP Agreement until the LPP has satisfied the following conditions (if applicable):
- i. The LPP shall demonstrate compliance with all eligibility criteria including those set forth on pages 9-11, inclusive, of the 2022 Guidelines.
 - ii. For the term of this LPP Agreement, the LPP shall submit quarterly Progress Reports which may accompany an invoice and invoice backup documentation. The quarterly Progress Report shall be submitted within eight (8) days following the end of the calendar quarter (i.e., reports due June 8, September 8, December 8, and March 8) with deliverables, as required by Paragraph 15, "Submission of Reports" and Exhibit B (Work Plan).
 - iii. Prior to the commencement of construction or implementation activities, if applicable, the LPP shall submit the following to the State, via SDCWA and the LPS.
 1. Final plans and specifications certified, signed, and stamped by a California Registered Civil Engineer (or equivalent registered professional as appropriate) to certify compliance for its approved project component as listed in Exhibit B of this LPP Agreement.
 2. Work that is subject to the California Environmental Quality Act (CEQA) (including final land purchases) shall not proceed under this LPP Agreement until the following actions are performed:
 - a) The LPP submits to the State, via SDCWA and the LPS, all applicable permits, as indicated on the Environmental Information Form to the State,
 - b) All documents that satisfy the CEQA process are received by the State, via SDCWA and the LPS,
 - c) The State has completed its CEQA process as a Responsible Agency, and
 - d) The LPP receives written notification from the State via SDCWA and the LPS of concurrence with the LPS' CEQA documents (s) and the State's notice of verification of permit submittal.

The State's concurrence of CEQA documents is fully discretionary and shall constitute a condition precedent to any work (i.e., construction or implementation activities) for which it is required. Once CEQA documentation has been completed, the State will consider the environmental documents and decide whether to continue to fund the project component, or to require changes, alterations, or other mitigation. Proceeding with work subject to CEQA prior to the State's concurrence shall constitute a material breach of this LPP Agreement. The LPP shall also demonstrate that it has complied with all applicable requirements of the National Environmental Policy Act (NEPA) by submitting copies of any environmental documents, including Environmental Impact Statements, Finding of No Significant Impact, mitigation

monitoring programs, and environmental permits as may be required prior to beginning construction/ implementation.

3. A monitoring plan as required by Paragraph 17, "Monitoring Plan Requirements," if applicable.

- 7) DISBURSEMENT OF GRANT FUNDS. Pursuant to Paragraph 9, "Method of Payment" and subject to the availability of funds disbursed to the LPS by SDCWA, the LPS will release to the LPPs through normal LPS processes the grant reimbursement amount approved by and received from the State. Notwithstanding any other provision of this LPP Agreement, no disbursement shall be required at any time or in any manner which is in violation of, or in conflict with, federal or state laws, rules, or regulations, or which may require any rebates to the federal government, or any loss of tax-free status on state bonds, pursuant to any federal statute or regulation. Any and all money disbursed to the LPP under this LPP Agreement and any interest earned by the LPP therefrom shall be used solely to pay Eligible Project Costs.
- 8) ELIGIBLE PROJECT COST. The LPP shall apply the State funds received only to Eligible Project Costs in accordance with applicable provisions of the law and this LPP Agreement including but not limited to Exhibit C (Budget). Eligible Project Costs include the reasonable costs of studies, engineering, design, land and easement acquisition and associated legal fees, preparation of environmental documentation, environmental mitigations, monitoring, and project component construction. Reimbursable administrative expenses are the necessary costs incidental but directly related to the project components included in this LPP Agreement. Costs incurred after November 22, 2022, may be eligible for reimbursement.

Costs that are not eligible for reimbursement include, but are not limited to, the following items:

- A. Costs, other than those noted above, incurred prior to the award date of this Grant.
- B. Costs for preparing and filing a grant application.
- C. Operation and maintenance costs, including post construction performance and monitoring costs.
- D. Purchase of equipment that is not an integral part of a project component.
- E. Establishing a reserve fund.
- F. Purchase of water supply.
- G. Replacement of existing funding sources (e.g., bridge loans).
- H. Meals, food items, or refreshments.
- I. Payment of any punitive regulatory agency requirement, including federal or state taxes.
- J. Purchase of land in excess of the minimum required acreage necessary to operate as an integral part of a project component, as set forth and detailed by engineering and feasibility studies, or acquisition of land by eminent domain.
- K. Indirect Costs. "Indirect Costs" means those costs that are incurred for a common or joint purpose benefiting more than one cost objective and are not readily assignable to the funded project component (i.e., costs that are not directly related to the funded project component). Examples of Indirect Costs include, but are not limited to: central service costs; general administration of the LPP; non-project-component-specific accounting and personnel services performed within the LPP's organization; depreciation or use allowances on buildings and equipment; the costs of operating and maintaining non-project-component-specific facilities; tuition and conference fees; forums, trainings, and seminars; and generic overhead or markup. This prohibition applies to the LPP, and any subcontract or sub-agreement for work on the project component that will be reimbursed pursuant to this LPP Agreement. See Exhibit J (Invoice Guidance for Administrative and Overhead charges).

- L. Mitigation for environmental impacts not resulting from implementation of the project component funded by this program.
 - M. Costs incurred as part of any necessary response and cleanup activities required under the Comprehensive Environmental Response, Compensation, and Liability Act; Resource Conservation and Recovery Act; Hazardous Substances Account Act; or other applicable law.
- 9) METHOD OF PAYMENT. After the disbursement requirements in Paragraph 6, "General Conditions" are met, the LPS will release the whole or portions of Grant Funding received from the State, via SDCWA, to the LPP, following receipt from the LPP of an electronic invoice transmitted via email (or by other means as directed) for costs incurred, including local Cost Share, and timely quarterly Progress Reports as required by Paragraph 15, "Submission of Reports." Payment will be made no more frequently than quarterly, in arrears, upon receipt of an invoice bearing the LPP Agreement number. A quarterly Progress Report must accompany an invoice and shall be submitted within eight (8) days following the end of the quarter (i.e., due June 8, September 8, December 8, and March 8). The LPS will notify the LPP, in a timely manner, whenever, upon review of an invoice, the LPS, SDCWA, or the State determines that any portion or portions of the costs claimed are not eligible costs or is not supported by documentation or receipts acceptable to the State. The LPP may, within ten (10) calendar days of the date of receipt of such notice, submit additional documentation to the LPS to cure such deficiency(ies). If the LPP fails to submit adequate documentation curing the deficiency(ies), the LPS, SDCWA, or the State will adjust the pending invoice by the amount of ineligible or unapproved costs.

Invoices submitted by the LPP shall include the following information:

- A. Costs incurred for work performed in implementing the project component during the period identified in the particular invoice.
- B. Costs incurred for any interests in real property (land or easements) that have been necessarily acquired for a project component during the period identified in the particular invoice for the implementation of a project component.
- C. Invoices shall be submitted on forms provided by the LPS and shall meet the following format requirements:
 - i. Invoices shall contain the date of the invoice, either the time period covered by the invoice or the invoice date received within the time period covered, and the total amount due.
 - ii. Invoices shall be itemized based on the categories specified in Exhibit C (Budget). The amount claimed for salaries/wages/consultant fees shall include a calculation formula (i.e., hours or days worked times the hourly or daily rate = the total amount claimed). A Personnel Hours Billing Rates letter shall accompany an invoice if any amount is claimed for LPP salaries or wages.
 - iii. One set of sufficient evidence (i.e., receipts, copies of checks, personnel hours' summary table, time sheets) shall be provided for all costs included in the invoice.
 - iv. Each invoice shall clearly delineate those costs claimed for reimbursement from the Grant Amount, as depicted in Paragraph 3, "Grant Amount" and, if applicable, those costs claimed as local Cost Share, as depicted in Paragraph 4, "Cost Share".
 - v. Invoices shall be certified and submitted via email (or by other means as directed) by the authorized representative identified in Paragraph 25, "Project Managers" of this LPP Agreement, or their authorized designee. A letter authorizing a designee must be provided to the LPS.

All invoices submitted shall be accurate and signed under penalty of law. Any and all costs submitted pursuant to this LPP Agreement shall only be for the tasks set forth herein. The LPP shall not submit any invoice containing costs that are ineligible or have been reimbursed from other funding sources

unless required and specifically noted as such (i.e., Cost Share). Any eligible costs for which the LPP is seeking reimbursement shall not be reimbursed from any other source. Double or multiple billing for time, services, or any other eligible cost is illegal and constitutes fraud. Any suspected occurrences of fraud, forgery, embezzlement, theft, or any other misuse of public funds may result in suspension of disbursements of Grant Funds and/or termination of this LPP Agreement requiring the repayment of all funds disbursed hereunder plus interest. Additionally, the State, SDCWA, or the LPS may request an audit pursuant to Standard Condition E.5 and refer the matter to the Attorney General's Office or the appropriate district attorney's office for criminal prosecution or the imposition of civil liability. (Civ. Code, §§ 1572-1573; Pen. Code, §§ 470, 487-489.)

10) ADVANCED PAYMENT. Water Code section 10551 authorizes advanced payment by the State for projects included and implemented in an applicable Integrated Regional Water Management Plan, and when the project proponent is a nonprofit organization; a disadvantaged community (DAC); or the project benefits a DAC. If a project is awarded less than \$1,000,000 in Grant Funds, the project proponent may receive an advanced payment of fifty (50) percent of the grant award; the remaining fifty (50) percent of the grant award will be reimbursed in arrears after the advanced funds of a budget category have been fully expended. Within thirty (30) calendar days of execution of this LPP Agreement, the LPP may provide the LPS an Advanced Payment Request. Advanced Payment Requests received thirty-one (31) calendar days after the execution of this LPP Agreement will not be eligible to receive an advanced payment.

A. The Advanced Payment Request shall contain the following:

- i. Descriptive information of the LPP's project component with an update on project status;
- ii. Identification as to whether the LPP or any of its local project proponents are nonprofit organizations or a DAC, or whether the LPP's project component benefits a DAC;
- iii. A detailed funding plan that includes how the advanced payment will be expended (in terms of work plan, budget, and schedule) within the timeframe agreed upon by the LPS and the LPP. The funding plan must clearly identify the total budget for the project component (at the budget category level) that clearly shows the portion of advanced payment and reimbursement funds; and
- iv. Any other information that the LPS, SDCWA, or the State may deem necessary.

B. Upon review and approval of the Advanced Payment Request submitted to the State, via SDCWA and the LPS, on behalf of the LPP, the State will authorize release of Grant Funds in the fully requested amount for the qualified project component to the LPS, and the LPS will release the funds received from the State to the LPP. Based on the funding plan and other considerations, the State may determine it is not prudent to advance the full request in a single disbursement. In such a case, the State, SDCWA, and the LPS will develop a "Disbursement Schedule" to disburse funds in installments. This Disbursement Schedule may change based on the individual LPP components of the Project's ongoing compliance with the Advanced Payment requirements and the Project's cash flow needs.

C. Once the Advanced Payment Request is authorized by the State, the LPP shall submit to the LPS an Advanced Payment Invoice(s) for the approved amount, or the amount based on the "Disbursement Schedule", via email (or other means as directed) with signature and date of the LPP Project Manager indicated in Paragraph 25, "Project Managers." The LPS shall be responsible for the timely distribution to the LPP of the advanced funds received from the State via SDCWA.

The Advanced Payment Invoice(s) shall be submitted on forms provided by the LPS and shall meet the following format requirements:

- i. Invoices shall contain the date of the invoice, the time period covered by the invoice, and the total amount due.
- ii. Invoice shall be itemized based on the budget categories specified in Exhibit C (Budget).

- iii. The LPS will notify the LPP in a timely manner when, upon review of an Advance Payment Invoice, the State determines that any portion or portions of the costs claimed are not eligible costs. The LPP may, within ten (10) calendar days of the date of receipt of such notice, submit additional documentation to cure such deficiency(ies).
 - iv. On a quarterly basis, the LPP will submit an Accountability Report to the LPS that demonstrates how actual expenditures compare with the scheduled budget. The Accountability Report shall include the following information:
 - 1. An itemization of how advanced funds have been spent to-date (Expenditure Report), including documentation that supports the disbursements (e.g., contractor invoices, receipts, personnel hours, etc.). Accountability Reports shall be itemized based on the budget categories specified in Exhibit C (Budget).
 - 2. An updated Accountability Report including an updated funding plan that depicts how the remaining advanced funds will be expended and the activities and deliverables associated with the advanced funds within the timeframe agreed upon by the LPS and the LPP when the advanced payment request was approved.
 - 3. Documentation that the funds were placed in a non-interest-bearing account, including the dates of deposits and withdrawals from that account.
 - 4. Proof of distribution of advanced funds to LPP, if applicable.
 - v. The LPS will notify the LPP, in a timely manner, when, upon review of the Accountability Report, the State determines that any portion of the expenditures claimed are not eligible costs. The LPP may, within ten (10) calendar days of the date of receipt of such notice, submit additional documentation to cure such deficiency(ies). If costs are not consistent with the tasks in Exhibit B (Work Plan), the claim will be rejected, and the costs removed from the Accountability Report.
- D. Once the LPP has spent all advanced funds in a budget category, then the method of payment will revert to the reimbursement process for that budget category specified in Paragraph 9, "Method of Payment for Reimbursement."

11) REPAYMENT OF ADVANCES. The LPS may demand repayment from the LPP of all or any portion of the advanced funding along with interest at the California general obligation bond interest rate at the time the LPS notifies the LPP, as directed by the State, and take any other action that it deems necessary to protect its interests for the following conditions:

- A. The LPP's project component is not being implemented in accordance with the provisions of this LPP Agreement.
- B. The LPP has failed in any other respect to comply with the provisions of this LPP Agreement, and if the LPP does not remedy any such failure to the LPS' satisfaction.
- C. Failure by the LPP to submit complete and accurate quarterly Accountability Reports by the required due dates, unless otherwise approved by the LPS.
- D. Failure to deposit the funds in a non-interest-bearing account.
- E. Use of Advance Payment funds for ineligible expenses and/or activities not consistent with this LPP Agreement.
- F. Inappropriate use of funds, as deemed by the LPS, SDCWA, and/or the State.
- G. Repayment amounts may also include:

- i. Actual costs incurred, which are not consistent with the activities presented in Exhibit B (Work Plan), not supported, or are ineligible.
- ii. Advanced funds which are not fully expended by the LPP's project component completion, notwithstanding Water Code section 10551(c)(4). Unused Grant Funds shall be returned to the LPS within thirty (30) calendar days.

Any repayment of advanced funds may consist of reducing the amount from future reimbursement invoices. The LPS may consider the LPP's refusal to repay the requested advanced amount a material breach of this LPP Agreement subject to the default provisions in Paragraph 13, "Default Provisions." If the LPS notifies the LPP of its decision to demand repayment or withhold the entire funding amount from the LPP pursuant to this Paragraph, this LPP Agreement shall terminate upon receipt of such notice by the LPP and the LPS shall no longer be required to provide funds under this LPP Agreement.

12) WITHHOLDING OF DISBURSEMENTS BY THE LPS.

- A. If the LPS determines that the LPP's project component is not being implemented in accordance with the provisions of this LPP Agreement, or that the LPP has failed in any other respect to comply with the provisions of this LPP Agreement, and if the LPP does not remedy any such failure to the LPS' satisfaction, the LPS may withhold from the LPP all or any portion of the Grant Funding and take any other action that it deems necessary to protect its interests. Where a portion of the Grant Funding has been disbursed to the LPP and the LPS notifies the LPP of its decision not to release funds that have been withheld pursuant to Paragraph 13, "Default Provisions," the portion that has been disbursed shall thereafter be repaid immediately with interest at the California general obligation bond interest rate at the time the LPS notifies the LPP, as directed by the LPS. The LPS may consider the LPP's refusal to repay the requested disbursed amount a material breach subject to the default provisions in Paragraph 13, "Default Provisions." If the LPS notifies the LPP of its decision to withhold the entire funding amount from the LPP pursuant to this Paragraph, upon receipt of such notice by the LPP, the LPS shall no longer be required to provide funds to the LPP under this LPP Agreement and the LPP Agreement shall no longer be binding on the LPP.
- B. The LPS shall withhold future LPP disbursements for non-payment of grant administration services costs.

13) DEFAULT PROVISIONS. The LPP shall be in default under this LPP Agreement if any of the following occur:

- A. Substantial breaches of this LPP Agreement, or any supplement or amendment to it, or any other agreement between the LPP and the LPS evidencing or securing the LPP's obligations.
- B. Making any false warranty, representation, or statement with respect to this LPP Agreement or the application filed to obtain the Grant for this LPP Agreement.
- C. Failure to operate or maintain the project component in accordance with this LPP Agreement.
- D. Failure to make any remittance required by this LPP Agreement, including any remittance recommended as the result of an audit conducted pursuant to Standard Condition E.5, "Audits".
- E. Failure to submit timely quarterly Progress Reports pursuant to Paragraph 6, "General Conditions".
- F. Failure to routinely invoice pursuant to Paragraph 9, "Method of Payment for Reimbursement".
- G. Failure to meet any of the requirements set forth in Paragraph 14, "Continuing Eligibility".

In the event the LPS finds it necessary to enforce this provision of this LPP Agreement in the manner provided by law, the LPP agrees to pay all costs incurred by the LPS including, but not limited to, costs incurred by and reimbursed to the State by the LPS via SDCWA, reasonable attorneys' fees, legal expenses, and other costs.

Should an event of default occur, the LPS shall provide a notice of default to the LPP and shall give the LPP at least seven (7) calendar days to cure the default with notice established pursuant to Paragraph 22, "Notices". If the LPP fails to cure the default within the time prescribed by the LPS, the LPS may do any of the following:

- A. Declare the funding be immediately repaid, with interest, which shall be equal to the State of California general obligation bond interest rate in effect at the time of the default.
 - B. Terminate any obligation to make future payments to the LPP.
 - C. Take any other action that it deems necessary to protect its interests.
- 14) CONTINUING ELIGIBILITY. The LPP shall meet the following ongoing requirement(s) and all eligibility criteria outlined in the 2022 Guidelines to remain eligible to receive Grant Funds:
- A. An urban water supplier that receives Grant Funds pursuant to this LPP Agreement shall maintain compliance with the Urban Water Management Planning Act (UWMP; Wat. Code, § 10610 et seq.) and Sustainable Water Use and Demand Reduction (Wat. Code, § 10608 et seq.) as set forth on page 11 of the 2022 Guidelines (<https://water.ca.gov/-/media/DWR-Website/Web-Pages/Work-With-Us/Grants-And-Loans/IRWM-Grants/Files/Prop-1-Implementation/Round-2/2022-Integrated-Regional-Water-Management-Grant-Program-Guidelines.pdf>) and as stated on pages 24-25 of the 2022 IRWM Implementation Grant Proposal Solicitation Package for Proposition 1, Round 2 (<https://water.ca.gov/-/media/DWR-Website/Web-Pages/Work-With-Us/Grants-And-Loans/IRWM-Grants/Files/Prop-1-Implementation/Round-2/Accessible-Implementation-Grant-Proposal-Solicitation-Package-v2.pdf>).
 - B. An agricultural water supplier receiving Grant Funds shall comply with Sustainable Water Use and Demand Reduction requirements outlined in Water Code section 10608, et seq. and have their Agricultural Water Management Plan (AWMP) deemed consistent by the State. To maintain eligibility and continue funding disbursements, an agricultural water supply shall have their 2015 AWMP identified on the State's website. For more information, visit the website listed in Appendix A in the 2022 Guidelines.
 - C. A surface water diverter receiving Grant Funds shall maintain compliance with diversion reporting requirements as outlined in Water Code section 5100 et. seq.
 - D. If applicable, the LPP shall demonstrate compliance with the Sustainable Groundwater Management Act (SGMA) set forth on page 10 of the 2022 Guidelines.
 - E. If the LPP has been designated as a monitoring entity under the California Statewide Groundwater Elevation Monitoring (CASGEM) Program, the LPP shall maintain reporting compliance, as required by Water Code section 10932 and the CASGEM Program.
 - F. The LPP shall adhere to the protocols developed pursuant to the Open and Transparent Water Data Act (Wat. Code, § 12406, et seq.) for data sharing, transparency, documentation, and quality control.
 - G. On March 4, 2022, the Governor of California issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. The EO may be found at: <https://www.gov.ca.gov/wp-content/uploads/2022/03/3.4.22-Russia-Ukraine-Executive-Order.pdf>. "Economic Sanctions" refers to sanctions imposed by the US government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs the state to terminate funding agreements with, and to refrain from entering any new agreements with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State or the LPS determine that the LPP is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this LPP Agreement. The LPS shall provide the LPP advance written notice of such termination, allowing the LPP at least thirty (30) calendar days to provide a written response. Termination shall be at the sole discretion of the State or the LPS.

- 15) SUBMISSION OF REPORTS. The submittal and approval of all reports is a requirement for the successful completion of this LPP Agreement. Reports shall meet generally accepted professional standards for technical reporting and shall be proofread for content, numerical accuracy, spelling, and grammar prior to submittal to the LPS. All reports shall be submitted via email (or other means as directed). If requested, the LPP shall promptly provide any additional information deemed necessary by the LPS for the approval of reports. Reports shall be presented in the formats described in the applicable portion of Exhibit F (Report Formats and Requirements.) The timely submittal of reports is a requirement for initial and continued disbursement of Grant Funds. Submittal and subsequent approval by the State of a Project Completion Report is a requirement for the release of any Grant Funds retained for such Project, including project components.
- A. Quarterly Progress Reports: The LPP shall submit quarterly Progress Reports to meet the LPS' requirement for disbursement of Grant Funds. Progress Reports shall be emailed to the LPS (or by other means as directed). Progress Reports shall, in part, provide a brief description of the work performed, the LPP's activities, milestones achieved, any accomplishments, and any problems encountered in the performance of the work under this LPP Agreement during the reporting period. Progress Reports must accompany an invoice and shall be submitted within eight (8) days following the end of the quarter (i.e., due June 8, September 8, December 8, and March 8).
 - B. Accountability Report: The LPP shall prepare and submit to the LPS an Accountability Report with the Progress Report if the LPP received an advanced payment, consistent with the provisions in Paragraph 10, "Advanced Payment."
 - C. Project Completion Report: The LPP shall prepare and submit to LPS a Project Completion Report (as outlined in Exhibit F (Report Formats and Requirements) within fifty (50) calendar days of project component completion.
 - D. Post-Performance Reports: The LPP shall prepare and submit to the LPS Post-Performance Reports for the individual LPP project component. Post-Performance Reports shall be submitted to the LPS within fifty (50) calendar days after the first operational year of the individual LPP project component has elapsed. This record keeping and reporting process shall be repeated annually for a total of three (3) years after the implemented individual LPP project component begin operation.
- 16) OPERATION AND MAINTENANCE OF PROJECT. For the useful life of construction and implementation projects and in consideration of the Grant Funding made available by the State, the LPP agrees to ensure or cause to be performed the commencement and continued operation of its project component, and shall ensure or cause its project component to be operated in an efficient and economical manner; shall ensure all repairs, renewals, and replacements necessary to the efficient operation of the same are provided; and shall ensure or cause the same to be maintained in as good and efficient condition as upon its construction, ordinary and reasonable wear and depreciation excepted. The LPS shall not be liable for any cost of such maintenance, management, or operation. The LPP or their successors may, with the written approval of the LPS, transfer this responsibility to use, manage, and maintain the property. For purposes of this LPP Agreement, "useful life" means the period during which an asset, property, or activity is expected to be usable for the purpose it was acquired or implemented; "operation costs" include direct costs incurred for material and labor needed for operations, utilities, insurance, and similar expenses, and "maintenance costs" include ordinary repairs and replacements of a recurring nature necessary for capital assets and basic structures and the expenditure of funds necessary to replace or reconstruct capital assets or basic structures. Refusal by the LPP to ensure operation and maintenance of its project component in accordance with this provision may, at the option of the LPS, be considered a breach of this LPP Agreement and may be treated as default under Paragraph 13, "Default Provisions."
- 17) MONITORING PLAN REQUIREMENTS. A Monitoring Plan shall be submitted to the LPS prior to disbursement of Grant Funds by the State for construction or monitoring activities. The Monitoring Plan should incorporate Post-Performance Monitoring Report requirements as defined and listed in Exhibit F (Report Formats and Requirements) and follow the guidance provided in Exhibit I (Project Monitoring Plan Guidance).

18) STATEWIDE MONITORING REQUIREMENTS. The LPP shall ensure that all groundwater project components and project components that include groundwater monitoring requirements are consistent with the Groundwater Quality Monitoring Act of 2001 (Water Code § 10780 et seq.) and, where applicable, that project components that affect water quality shall include a monitoring component that allows the integration of data into statewide monitoring efforts, including where applicable, the Surface Water Ambient Monitoring Program carried out by the State Water Resources Control Board. See Exhibit G (Requirements for Data Submittal) for web links and information regarding other state monitoring and data reporting requirements.

19) INDEMNIFICATION.

A. To the fullest extent permitted by law, the LPP shall:

- i. Immediately defend; and
- ii. Indemnify the LPS, SDCWA, and the State, and their directors, officers, and employees from and against all liabilities including, regardless of nature or type arising out of or resulting from LPP's performance of services under this LPP Agreement including but not limited to any claims or damages arising from or related to the planning, design, construction, operation, or maintenance of the individual LPP project component, or any portion thereof, and any negligent or wrongful act or omission of the LPP or LPP's officers, employees, agents, or subcontractors, and any breach of this LPP Agreement. Liabilities subject to the duties to defend and indemnify include, without limitation all claims, losses, damages, penalties, fines, and judgments; associated investigation and administrative expenses; defense costs, including but not limited to reasonable attorneys' fees; court costs; and costs of alternative dispute resolution. LPP's obligation to indemnify applies unless it is adjudicated that its liability was caused by the sole negligence or willful misconduct of an indemnified party. If it is finally adjudicated that liability is caused by the comparative active negligence or willful misconduct of an indemnified party, the LPP indemnification obligation shall be reduced in proportion to the established comparative liability of the indemnified party.

B. The duty to defend is a separate and distinct obligation from the LPP's duty to indemnify. The LPP shall be obligated to defend, in all legal, equitable, administrative, or special proceedings, with counsel approved by the LPS, SDCWA, and the State, the LPS, SDCWA, and the State, their directors, officers, and employees, immediately upon tender to the LPP of the claim in any form or at any stage of an action or proceeding, whether or not liability is established. An allegation or determination of comparative active negligence or willful misconduct by an indemnified party does not relieve the LPP from its separate and distinct obligation to defend the LPS, SDCWA, and the State. The obligation to defend extends through final judgment, including exhaustion of any appeals.

C. The review, acceptance, or approval of the LPP's work or work product by any indemnified party shall not affect, relieve, or reduce the LPP's indemnification or defense obligations. This Paragraph survives completion of the services or the termination of this LPP Agreement. The provisions of this Paragraph are not limited by and do not affect the provisions of this LPP Agreement relating to insurance.

20) INSURANCE.

A. The LPP shall procure and maintain insurance and bonds until Project completion.

B. The LPP shall procure and maintain during the period of performance of this LPP Agreement insurance from insurance companies admitted doing business in the State of California, as set forth in this Paragraph or as additionally required by supplemental condition. An approved combination of pooled and self-insurance coverage is an acceptable alternative for general liability coverage. This policy shall be primary insurance as to the LPS so that any other coverage held by the LPS shall not contribute to any loss under the LPP's insurance. Coverage may be provided by a combination

of primary and excess insurance policies, provided all insurers meet the requirements of this Paragraph.

C. All insurance shall cover occurrences during the coverage period.

D. The coverage amount of each policy of insurance shall be as required by the LPS.

i. The following insurance and limits are required for this LPP Agreement:

Commercial General Liability: Coverage at least as broad as ISO form GC 00 01 10 01. Limit per occurrence and aggregate: \$2,000,000.

E. The insurance policies shall be endorsed as follows:

i. For commercial general liability as well as excess or umbrella insurance covering risks within the scope of that type of insurance, Olivenhain Municipal Water District, its directors, officers, employees and agents; the San Diego County Water Authority, its directors, officers, employees and agents; and the State of California, its directors, officers, employees and agents are included as additional insureds with regards to liability and defense of suits or claims arising from the operations, products, and activities performed by or on behalf of the Named Insured. The LPP's insurance applies separately to each insured, including insureds added pursuant to this Paragraph, against whom claim is made or suit is brought except with respect to the policy limits of liability. The inclusion of any person or entity as an insured shall not affect any right which the person or entity would have as a claimant if not so included. Any failure of the named insureds to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the insureds added pursuant to this Paragraph. The additional insured endorsement shall provide coverage at least as broad as ISO form CG 20 10 11 85.

ii. The LPP's insurance shall be primary. Any other insurance or self-insurance available to the LPS or persons stated in Paragraph 20 E.i. shall be in excess of and shall not contribute to the contractor's insurance.

iii. The insurance shall not be canceled or materially reduced in coverage except after thirty (30) days prior written notice receipted delivery has been given to the LPS, except ten (10) days' notice shall be allowed for non-payment of premium.

F. Unless otherwise specified, the insurance shall be provided by an acceptable insurance provider, as determined by the LPS, which satisfies the following minimum requirements: An insurance carrier admitted doing business in California and maintaining an agent for process within the state. Such insurance carrier shall maintain a current AM Best rating classification of "A- (A minus)" or better and a financial size of \$10 million to \$24 million (Class V) or better, or a Lloyds of London program provided by syndicates of Lloyds of London and other London insurance carriers, providing all participants are qualified to do business in California and the policy provides for an agent for process in the state and the program assures a financial capability at least equal to the required classification and size for admitted insurers.

G. Certificates of insurance and endorsements shall be provided by the LPP and approved by the LPS before execution of the LPP Agreement. Endorsements may be provided on forms provided by the LPS, or substantially equivalent forms provided by the insurer.

H. Additional Insured: All consultants/contractors performing the scope of work on behalf of the LPP shall name the LPS, SDCWA, and the State (including their directors, officers, employees, and agents) as an additional insured on their commercial general liability policy and the policy shall be endorsed with use of an ISO form CG 20 10 10 93 or equivalent.

21) NOTIFICATION OF LPS. The LPP shall promptly notify the LPS, in writing, of the following items:

- A. Events or proposed changes that could affect the scope, budget, or work performed under this LPP Agreement. The LPP agrees that no substantial change in the scope of a project component will be undertaken until written notice of the proposed change has been provided to the LPS and the LPS has given written approval for such change. Substantial changes generally include changes to the scope of work, schedule or term, and budget.
 - B. Any public or media event publicizing the accomplishments and/or results of this LPP Agreement and provide the opportunity for attendance and participation by LPS, SDCWA, and/or State representatives. The LPP shall make such notification at least thirty (30) calendar days prior to the event.
 - C. Discovery of any potential archaeological or historical resource. Should a potential archaeological or historical resource be discovered during construction, the LPP agrees that all work in the area of the find shall cease until a qualified archaeologist has evaluated the situation and made recommendations regarding preservation of the resource, and the LPS in consultation with SDCWA and the State has determined what actions should be taken to protect and preserve the resource. The LPP agrees to implement appropriate actions as directed by the LPS.
 - D. The initiation of any litigation or the threat of litigation against the LPP regarding its project component, or circumstances that may affect its project component in any way.
 - E. Applicable to construction projects only: Final inspection of the completed work on a project component by a Registered Professional (Civil Engineer, Engineering Geologist, or other state-approved certified/licensed Professional), in accordance with Exhibit E. The LPP shall notify the LPS' Project Manager of the inspection date at least twenty-one (21) calendar days prior to the inspection in order to provide the LPS, SDCWA, and the State the opportunity to participate in the inspection.
- 22) NOTICES. Any notice, demand, request, consent, or approval that any party desires or is required to give to the other party under this LPP Agreement shall be in writing. Notices may be transmitted by any of the following means:
- A. By delivery in person.
 - B. By certified US mail, return receipt requested, postage prepaid.
 - C. By "overnight" delivery service; provided that next-business-day delivery is requested by the sender.
 - D. By electronic means.
 - E. Notices delivered in person will be deemed effective immediately on receipt (or refusal of delivery or receipt). Notices sent by certified mail will be deemed effective given ten (10) calendar days after the date deposited with the US Postal Service. Notices sent by overnight delivery service will be deemed effective one business day after the date deposited with the delivery service. Notices sent electronically will be effective on the date of transmission, which is documented in writing. Notices shall be sent to the addresses listed below. Either party may, by written notice to the other, designate a different address that shall be substituted for the one below.
- 23) PERFORMANCE EVALUATION. Upon completion of this LPP Agreement, the LPP's performance may be evaluated by the LPS and a copy of the evaluation placed in the file of the LPS and a copy sent to the LPP.
- 24) GRANT FUNDING REALLOCATION. Grant Funding awarded to the Project or individual LPP project components may be reallocated to one or more project components if one of the conditions stated in the *IRWM Administrative Policy and Procedures for Reallocation of Grant Funding* has been met. The LPP confirms it has reviewed the policy and will abide by its terms; said policy is available at <http://www.sdirwmp.org/agreements-policies>.

25) PROJECT MANAGERS. Either party may change its Project Manager upon written notice to the other party. The LPS' Project Manager shall be its representative for the administration of this LPP Agreement and shall have full authority to execute all payment requests. The LPP's Project Manager shall be its representative for the administration of this LPP Agreement and shall have full authority to act on behalf of the LPP, including the authority to execute all payment requests. The Project Managers during the term of this LPP Agreement are as follows:

Olivenhain Municipal Water District
Kimberly A. Thorner
General Manager
1966 Olivenhain Road
Encinitas, CA 92024
Phone: 760-753-6466
Email: kthorner@olivenhain.com

Carlsbad Municipal Water District
Vicki Quiram
General Manager
5950 El Camino Real
Carlsbad, CA 92008
Phone: 442-339-2722
Email: vicki.quiram@carlsbadca.gov

City of Oceanside
Lindsay Leahy
Water Utilities Director
300 North Coast Highway
Oceanside, CA 92054
Phone: 760-435-5913
Email: lleahy@oceansideca.org

Leucadia Wastewater District
Paul Bushee
General Manager
1960 La Costa Avenue
Carlsbad, CA 92009
Phone: 760-753-3094
Email: pbushee@lwwd.org

Rincon del Diablo Municipal Water District
Clint R. Baze
General Manager
1920 North Iris Lane
Escondido, CA 92026
Phone: 760-745-5522
Email: cbaze@rinconwater.org

San Elijo Joint Powers Authority
Michael Thornton
2695 Manchester Avenue
Cardiff, CA 92007
Phone: 760-753-6203
Email: thornton@sejpa.org

Vallecitos Water District
Glenn Pruum
201 Vallecitos de Oro
San Marcos, CA 92069
Phone: 760-744-0460
Email: gpruum@vwd.org

26) STANDARD PROVISIONS. This LPP Agreement is complete and is the final LPP Agreement between the Parties. The following Exhibits are attached and made a part of this LPP Agreement by this reference:

- Exhibit A - Local Project Sponsor Agreement
- Exhibit B - Work Plan
- Exhibit C - Budget
- Exhibit D - Schedule
- Exhibit E - Standard Conditions
- Exhibit F - Report Formats and Requirements
- Exhibit G - Requirements for Data Submittal
- Exhibit H - State and Local Project Sponsor Audit Document Requirements and Cost Share Guidelines
- Exhibit I - Project Monitoring Plan Guidance
- Exhibit J - Invoice Guidance for Administrative and Overhead charges

IN WITNESS WHEREOF, the Parties hereto have executed this LPP Agreement.

DATED: _____

OLIVENHAIN MUNICIPAL WATER DISTRICT

By: _____
Kimberly A. Thorner, General Manager

DATED: _____

CARLSBAD MUNICIPAL WATER DISTRICT

By: _____
Vicki Quiram, General Manager

DATED: _____

LEUCADIA WASTEWATER DISTRICT

By: _____
Paul Bushee, General Manager

DATED: _____

CITY OF OCEANSIDE

By: _____
Lindsay Leahy, Water Utilities Director

DATED: _____

RINCON DEL DIABLO MUNICIPAL WATER DISTRICT

By: _____
Clint R. Baze, General Manager

DATED: _____

SAN ELIJO JOINT POWERS AUTHORITY

By: _____
Michael Thornton, General Manager

DATED: _____

VALLECITOS WATER DISTRICT

By: _____
Glenn Pruiem, General Manager

EXHIBIT A
LOCAL PROJECT SPONSOR AGREEMENT

EXHIBIT B
WORK PLAN

PROJECT 4: North San Diego Water Reuse Coalition – Regional Recycled Water Program

IMPLEMENTING AGENCY: Olivenhain Municipal Water District (OMWD)

PROJECT DESCRIPTION:

The Project will integrate recycled water systems across seven collaborating agencies to move recycled water supply to locations of demand, increasing water reliability and optimizing system costs. The Project consists of eight components, described below.

- a) *City of Oceanside (Oceanside) - Downtown Phase 2.* This component includes approximately 5,580 linear feet (LF) of new 8-inch recycled water main extensions and services from the Fallbrook line in the downtown area. This component will deliver a total of 126 acre-feet per year (AFY) of new recycled water.
- b) *OMWD - Calle Barcelona, Village Park, and Summerhill Extensions.* OMWD will construct approximately 5,390 LF of new recycled water pipeline extensions and convert up to 27 meters from potable water to recycled water. In total, 39 AFY of recycled water will be delivered via this component.
- c) *OMWD - Extension 153.* This component will install a flowmeter and control valves along a recycled water transmission main to ensure reliability and control to the Southwest Quadrant in OMWD. The component will contribute 345 AFY to overall supply reliability.
- d) *San Elijo Joint Powers Authority (SEJPA) - Wanket Recycled Water Pipeline.* SEJPA will design, permit, and construct the connecting pipeline to the 3-million-gallon Wanket reservoir (which is being converted from an abandoned potable water tank to a regional recycled water reservoir) to expand recycled water service capacity and reliability. Work will include the design and construction of approximately 1,000 LF of 12-inch or 16-inch diameter pipe and up to six 2-inch laterals and service meters and installation boxes, asphalt demolition and repair, and miscellaneous pipe fittings. The total new recycled water yield from this component is up to 15 AFY.
- e) *Carlsbad Municipal Water District (Carlsbad) Tank Site D.* Carlsbad will construct a 1.5-million-gallon steel tank and yard piping at Tank Site D for recycled water. Carlsbad facilities included in this component will provide additional storage for new customer connections served by recently completed recycled water pipeline projects.
- f) *Rincon del Diablo Municipal Water District (Rincon) Pump Station Upgrades.* Rincon will improve the ability to expand the customer base of the Beethoven Pump Station (PS) and the North Iris PS by replacing the critical components within each pump station. Construction includes replacement of the pump station enclosure, three pumps and three variable frequency drives at each pump station, electrical, SCADA, and telemetry upgrades. These combined recycled water pump station upgrades will provide the ability to deliver up to 1,050 AFY of recycled water.
- g) *Leucadia Wastewater District (Leucadia) Gafner B1 Pipeline.* Leucadia will replace approximately 850 LF of the Secondary Effluent Force Main that transports secondary effluent from the Encina Water Pollution Control Facility back to Gafner Water Recycling Facility. Once complete, facilities will contribute 271 AFY to overall supply reliability.
- h) *Vallecitos Water District (Vallecitos) Meadowlark Chlorine Contact Tank (CCT) Expansion.* The CCTs at Meadowlark Reclamation Facility (MRF) can process up to 5 million gallons per day (mgd) of recycled

water, and all other treatment components can process up to 6.5 mgd. Vallecitos will expand the chlorine contact chamber from 5 to 6.5 mgd capacity to increase overall treatment capacity. This component will result in 1,680 AFY of additional treatment capacity at MRF.

Budget Category (a): Project Administration

Task 1: Project Management

Manage LPP Agreement including compliance with grant requirements, and preparation and submission of supporting grant documents and coordination with the LPS. Prepare invoices including relevant supporting documentation for submittal to the State via SDCWA and LPS. This task also includes administrative responsibilities associated with the Project such as coordinating with partnering agencies and managing consultants/contractors.

Deliverables:

- Invoices and associated backup documentation

Task 2: Reporting

Prepare Progress Reports detailing work completed during the reporting period as outlined in Exhibit F of this LPP Agreement. Submit reports to LPS for review and inclusion in a Progress Report to be submitted to SDCWA and the State.

Provide LPS information to assist with Project Completion Report to be submitted to SDCWA and the State. Deliverables:

- Quarterly Project Progress Reports
- Information to assist with Project Completion Report
- Documentation (e.g., photo) of "Acknowledgment of Credit & Signage" per Standard Condition E.2

Budget Category (b): Land Purchase/Easement

Task 3: Land Purchase

No land purchase or easement acquisition is required for this Project.

Deliverables: N/A

Budget Category (c): Planning/Design/Engineering/Environmental Documentation

Task 4: Feasibility Studies

Feasibility studies were completed as part of the Project development process, including the 2017 Regional Recycled Water Program Feasibility Study.

Deliverables:

- Relevant Feasibility Studies

Task 5: CEQA Documentation

Complete environmental review pursuant to CEQA. Prepare all necessary environmental documentation. Prepare letter stating no legal challenges (or addressing legal challenges).

Deliverables:

- All completed CEQA documents as required
- Legal Challenges Letter (one per component)

Task 6: Permitting

Obtain necessary permits for the Project.

The following permits have been acquired: City of Carlsbad Coastal Development Permit for D4 Tank; City of Carlsbad Conditional Development Permit for D4 Tank.

The following permits are anticipated to be acquired for components of this Project: City of Escondido Traffic Control Permit for Rincon's Pump Station Upgrades; City of Encinitas Right-of-Way Permit for SEJPA's Wanket Recycled Water Pipeline.

Deliverables:

- Permits as required

Task 7: Design

The final design plans and specifications and cost estimates for construction will be developed for each of the components of the Project.

Deliverables:

- Basis of Design Report
- 100% Design Plans and Specifications

Task 8: Project Monitoring Plan

Develop and submit a Project Monitoring Plan per Paragraph 17 for the State's review and approval.

Deliverables:

- Project Monitoring Plan

Budget Category (d): Construction/Implementation

Task 9: Contract Services

This task must comply with the Standard Condition E.11—Competitive Bidding and Procurements. Activities necessary (as applicable) to secure a contractor and award the contract, including: develop bid documents, prepare advertisement and contract documents for construction contract bidding, conduct pre-bid meeting, bid opening and evaluation, selection of the contractor, award of contract, and issuance of notice to proceed.

Deliverables:

- Bid Documents
- Proof of Advertisement
- Award of Contract
- Notice to Proceed

Task 10: Construction Administration

This task includes managing contractor submittal review, answering requests for information, and issuing work directives. A full-time engineering construction observer will be on site for the duration of the LPP's project components.

Construction observer duties include documenting of pre-construction conditions, daily construction diary, preparing change orders, addressing questions of contractors on site, reviewing/ updating project schedule, reviewing contractor log submittals and pay requests, forecasting cash flow, notifying contractor if work is not acceptable.

Deliverables:

- DWR Certificate of Project Completion
- Record Drawings, as applicable.

Task 11: Construction

Construction activities are outlined below.

Subtask 11(a): Oceanside - Downtown Phase 2—Mobilization, demobilization, and site preparation for this component; construction of approximately 5,580 linear feet (LF) of 8-inch recycled water main extensions and services; and site restoration to pre-construction conditions.

Subtask 11(b): OMWD - Calle Barcelona, Village Park, and Summerhill Extensions—Mobilization, demobilization, and site preparation for this component; construct approximately 4,630 LF of 6-inch pipe and 760 LF of 4-inch pipe; convert up to 27 meters; and site restoration to pre-construction conditions.

Subtask 11(c): OMWD - Extension 153—Mobilization, demobilization, and site preparation for this component; install a flowmeter and control valves; and site restoration to pre-construction conditions.

Subtask 11(d): SEJPA - Wanket Recycled Water Pipeline—Mobilization, demobilization, and site preparation for this component; construct approximately 1,000 LF of 12-inch or 16-inch pipe and up to six 2-inch laterals, service meters, and installation boxes, asphalt demolition and repair, and miscellaneous pipe fittings; and site restoration to pre-construction conditions.

Subtask 11(e): Carlsbad - MWD Tank Site D—Mobilization, demobilization, and site preparation for this component; construct a 1.5-million-gallon steel tank and yard piping.

Subtask 11(f): Rincon - Pump Station Upgrades—Mobilization, demobilization, and site preparation for this component; replace six pumps and six variable frequency drives with electrical, SCADA, and telemetry upgrades.

Subtask 11(g): Leucadia - Gafner B1 Pipeline—Mobilization, demobilization, and site preparation for this component; replace approximately 850 LF of 16-inch ductile iron pipe with 16-inch PVC pipe.

Subtask 11(h): Vallecitos - Meadowlark CCT Expansion—Mobilization, demobilization, and site preparation for this component; expand the chlorine contact chamber from 5 to 6.5 mgd capacity. The major element of this component includes lengthening the existing concrete tank by 6 feet and raising the height by 4 feet.

Deliverables:

- Photographic Documentation of Progress

EXHIBIT C

BUDGET

PROJECT 4: North San Diego Water Reuse Coalition – Regional Recycled Water Program

<i>Activity</i>	Grant Amount	Required Cost Share: Non-State Fund Source *	Other Cost Share **	Total Cost
(a) Project Administration	\$0	\$0	\$102,000	\$102,000
Task 1: Project Management	\$0	\$0	\$51,000	\$51,000
Task 2: Reporting	\$0	\$0	\$51,000	\$51,000
(b) Land Purchase/Easement	N/A	N/A	N/A	N/A
Task 3: Land Purchase	N/A	N/A	N/A	N/A
(c) Planning / Design / Engineering / Environmental Documentation	\$0	\$1,343,256	\$53,000	\$1,396,256
Task 4: Feasibility Studies	N/A	N/A	N/A	N/A
Task 5: CEQA Documentation	\$0	\$0	\$1,000	\$1,000
Task 6: Permitting	\$0	\$0	\$20,000	\$20,000
Task 7: Design	\$0	\$1,343,256	\$0	\$1,343,256
Task 8: Project Monitoring Plan	\$0	\$0	\$32,000	\$32,000
(d) Construction/Implementation	\$3,731,783	\$7,656,744	\$5,003,898	\$16,392,425
Task 9: Contract Services	\$0	\$0	\$200,000	\$200,000
Task 10: Construction Administration	\$0	\$0	\$1,600,000	\$1,600,000
Task 11: Construction/Implementation Activities	\$3,731,783	\$7,656,744	\$3,203,898	\$14,592,425
<i>Subtask 11(a): Oceanside Downtown Phase 2</i>	<i>\$717,348</i>	<i>\$1,615,252</i>	<i>\$745,790</i>	<i>\$3,078,390</i>
<i>Subtask 11(b): OMWD Calle Barcelona, Village Park, and Summerhill Extensions</i>	<i>\$443,667</i>	<i>\$862,843</i>	<i>\$337,919</i>	<i>\$1,644,429</i>
<i>Subtask 11(c): OMWD Extension 153</i>	<i>\$27,481</i>	<i>\$41,571</i>	<i>\$10,174</i>	<i>\$79,227</i>
<i>Subtask 11(d): SEJPA Wanket Recycled Water Pipeline</i>	<i>\$264,660</i>	<i>\$494,379</i>	<i>\$183,162</i>	<i>\$942,201</i>
<i>Subtask 11 (e): Carlsbad Tank Site D</i>	<i>\$838,593</i>	<i>\$1,729,300</i>	<i>\$727,853</i>	<i>\$3,295,747</i>
<i>Subtask 11(f): Rincon Pump Station Upgrades</i>	<i>\$208,588</i>	<i>\$460,375</i>	<i>\$208,431</i>	<i>\$877,394</i>
<i>Subtask 11(g): Leucadia Gafner B1 Pipeline</i>	<i>\$148,574</i>	<i>\$254,434</i>	<i>\$81,900</i>	<i>\$484,908</i>
<i>Subtask 11(h): Vallecitos Meadowlark CCT Expansion</i>	<i>\$1,082,872</i>	<i>\$2,198,590</i>	<i>\$908,669</i>	<i>\$4,190,131</i>
TOTAL COSTS	\$3,731,783	\$9,000,000	\$5,158,898	\$17,890,681

***List fund source(s):** Required funding match will be provided from each project partners' General Funds or CIP funds, and federal funding under the US. Bureau of Reclamation's WaterSMART Title XVI grant.

****List sources of Other Cost Share, including other State Fund Sources:** Other project costs will be provided from each project partners' General Funds or CIP funds, as well as a portion of the Title XVI grant awarded to the project not needed for funding match.

EXHIBIT D
SCHEDULE

PROJECT 4: North San Diego Water Reuse Coalition–Regional Recycled Water Program

Categories		Start Date	End Date
(a)	Project Administration	01/01/2023	12/01/2025
	Task 1: Project Management	01/01/2023	12/01/2025
	Task 2: Reporting	01/01/2023	12/01/2025
(b)	Land Purchase / Easement	N/A	N/A
	Task 3: Land Purchase	N/A	N/A
(c)	Planning / Design / Engineering / Environmental Documentation	01/01/2023	02/01/2024
	Task 4: Feasibility Studies	N/A	N/A
	Task 5: CEQA Documentation	01/01/2023	03/01/2023
	Task 6: Permitting	01/01/2023	02/01/2024
	Task 7: Design	01/01/2023	02/01/2024
	Task 8: Project Monitoring Plan	01/01/2023	02/01/2024
(d)	Construction / Implementation	09/01/2022	09/01/2025
	Task 9: Contract Services	01/01/2023	09/01/2025
	Task 10: Construction Administration	01/01/2023	09/01/2025
	Task 11: Construction/Implementation Activities	01/01/2023	09/01/2025
	<i>Subtask 11(a): Oceanside Downtown Phase 2</i>	10/01/2022	06/01/2024
	<i>Subtask 11(b): OMWD Calle Barcelona, Village Park, and Summerhill Extensions</i>	12/01/2022	09/01/2023
	<i>Subtask 11(c): OMWD Extension 153</i>	09/01/2022	12/01/2022
	<i>Subtask 11(d): SEJPA Wanket Recycled Water Pipeline</i>	09/01/2022	06/01/2025
	<i>Subtask 11 (e): Carlsbad Tank Site D</i>	04/01/2023	06/01/2024
	<i>Subtask 11(f): Rincon Pump Station Upgrades</i>	12/15/2022	09/01/2023
	<i>Subtask 11(g): Leucadia Gafner B1 Pipeline</i>	11/01/2023	04/30/2024
	<i>Subtask 11(h): Vallecitos Meadowlark CCT Expansion</i>	03/01/2024	06/01/2025

Project 4 consists of eight individual components in different stages of planning, design, environmental documentation, and construction. Construction on some project components (e.g., OMWD Extension 153) is scheduled to begin prior to completion of planning/design/environmental work for other project components (e.g., OMWD Calle Barcelona, Village Park, and Summerhill Extensions). Construction will not begin for any individual project component until the necessary planning/design/environmental work specific to that individual project component has been completed.

EXHIBIT E

STANDARD CONDITIONS

- E.1. ACCOUNTING AND DEPOSIT OF FUNDING DISBURSEMENT:
- A. Separate Accounting of Funding Disbursements: LPS shall account for the money disbursed pursuant to this LPP Agreement separately from all other LPP funds. LPP shall maintain audit and accounting procedures that are in accordance with generally accepted accounting principles and practices, consistently applied. LPP shall keep complete and accurate records of all receipts and disbursements on expenditures of such funds. LPP shall require its contractors or subcontractors to maintain books, records, and other documents pertinent to their work in accordance with generally accepted accounting principles and practices. Records are subject to inspection by LPS, SDCWA and the State at any and all reasonable times.
 - B. Fiscal Management Systems and Accounting Standards: The LPP agrees that, at a minimum, its fiscal control and accounting procedures will be sufficient to permit tracking of Grant Funds to a level of expenditures adequate to establish that such funds have not been used in violation of state law, this LPP Agreement, or the Proposition 1 Integrated Regional Water Management (IRWM) Implementation Grant Agreement 4600014983.
 - C. Disposition of Money Disbursed: All funding disbursed pursuant to this LPP Agreement shall be deposited in a non-interest-bearing account, administered, and accounted for pursuant to the provisions of applicable law.
 - D. Remittance of Unexpended Funds: LPP shall remit to the LPS any unexpended funds that were disbursed to the LPP under this LPP Agreement and were not used to pay Eligible Project Costs within a period of twenty (20) calendar days from the final disbursement from the LPS to LPP of funds or, within ten (10) calendar days of the expiration of the LPP Agreement, whichever comes first.
- E.2. ACKNOWLEDGEMENT OF CREDIT AND SIGNAGE: LPP shall include appropriate acknowledgement of credit to the State for its support when promoting the LPP's project component or using any data and/or information developed under this LPP Agreement. Signage shall be posted in a prominent location at project component site(s) (if applicable) or at the LPP's headquarters and shall include the Department of Water Resources color logo and the following disclosure statement: "Funding for this project has been provided in full or in part from the Water Quality, Supply, and Infrastructure Improvement Act of 2014 and through an agreement with the State Department of Water Resources." The LPP shall also include in each of its contracts for work under this LPP Agreement a provision that incorporates the requirements stated within this Paragraph.
- E.3. AMENDMENT: This LPP Agreement may be amended at any time by mutual agreement of the Parties, except insofar as any proposed amendments are in any way contrary to applicable law. Requests by the LPP for amendments must be in writing stating the amendment request and the reason for the request. Requests solely for a time extension must be submitted at least 100 days prior to the work completion date set forth in Paragraph 2, "Term of Agreement". Any other request for an amendment must be submitted at least 160 days prior to the work completion date set forth in Paragraph 2. The LPS, SDCWA, or the State shall have no obligation to agree to an amendment.
- E.4. AMERICANS WITH DISABILITIES ACT: By signing this LPP Agreement, LPP assures the LPS, SDCWA, and the State that it complies with the Americans with Disabilities Act (ADA) of 1990, (42 U.S.C. § 12101 et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.
- E.5. AUDITS: The State or SDCWA reserve the right to conduct an audit at any time between the execution of this LPP Agreement and the completion of its project component, with the costs of such audit borne by the State or SDCWA. After completion of the project component, the State, SDCWA, or the LPS may require the LPP to conduct a final audit to the State's specifications, at the LPP's expense, such

audit to be conducted by and a report prepared by an independent Certified Public Accountant. Failure or refusal by the LPP to comply with this provision shall be considered a breach of this LPP Agreement, and the State, SDCWA, or LPS may elect to pursue any remedies provided in Paragraph 13, "Default Provisions", or take any other action it deems necessary to protect its interests. The LPP agrees that it shall return any audit disallowances to the LPS for transmittal to the State via SDCWA.

Pursuant to Government Code section 8546.7, the LPP shall be subject to the examination and audit by the State and SDCWA for a period of three (3) years after final payment under Grant Agreement 4600014983 with respect of all matters connected with this LPP Agreement, including but not limited to, the cost of administering this LPP Agreement. All records of the LPP or its contractor or subcontractors shall be preserved for this purpose for at least three (3) years after Grant Agreement 4600014983 is completed by the State, SDCWA, and LPS. If an audit reveals any impropriety, the Bureau of State Audits or the State Controller's Office may conduct a full audit of any or all of the LPP's activities. Code, § 79708, subd. (b) Please see Exhibit H (State and Local Project Sponsor Audit Document Requirements and Cost Share Guidelines) for the full list of documents that may be required during an audit.

- E.6. BUDGET CONTINGENCY: If the State Budget Act of the current year covered under this LPP Agreement does not appropriate sufficient funds for this program, this LPP Agreement shall be of no force and effect. This provision shall be construed as a condition precedent to the obligation of the State, SDCWA, and LPS to make any payments under this LPP Agreement. In this event, the LPS shall have no liability to pay any funds whatsoever to the LPP or to furnish any other considerations under this LPP Agreement and LPP shall not be obligated to perform any provisions of this LPP Agreement. Nothing in this LPP Agreement shall be construed to provide LPP with a right of priority for payment over any other LPP. If funding for any fiscal year after the current year covered by this LPP Agreement is reduced or deleted by the State Budget Act, by Executive Order, or by order of the Department of Finance, the LPS shall have the option to either cancel this LPP Agreement with no liability occurring to the LPS, or offer an amendment to the LPP Agreement to reflect the reduced amount.
- E.7. CALIFORNIA CONSERVATION CORPS: The LPP may use the services of the California Conservation Corps or other community conservation corps as defined in Public Resources Code section 14507.5.
- E.8. CEQA: Activities funded under this LPP Agreement, regardless of funding source, must be in compliance with the California Environmental Quality Act (CEQA). (Pub. Resources Code, § 21000 et seq.) Any work that is subject to CEQA and funded under this LPP Agreement shall not proceed until documents that satisfy the CEQA process are received by the LPS' Project Manager and the state has completed its CEQA compliance. Work funded under this LPP Agreement that is subject to a CEQA document shall not proceed until and unless approved by the State. Such approval is fully discretionary and shall constitute a condition precedent to any work for which it is required. If CEQA compliance by the LPP is not complete at the time the LPS signs this LPP Agreement, once the State has considered the environmental documents, it may decide to require changes, alterations, or other mitigation to the project component; or to not fund the project component.
- E.9. CHILD SUPPORT COMPLIANCE ACT: The LPP acknowledges in accordance with Public Contract Code section 7110, that:
- A. The LPP recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Family Code section 5200 et seq.; and
 - B. The LPP, to the best of its knowledge, is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

- E.10. CLAIMS DISPUTE: Any claim that the LPP may have regarding performance of this LPP Agreement including, but not limited to, claims for additional compensation or extension of time, shall be submitted to the San Diego IRWM Program Manager within fifteen (15) days of the LPP's knowledge of the claim. The LPS and the LPP shall then attempt to negotiate a resolution of such claim and process an amendment to this LPP Agreement to implement the terms of any such resolution.
- E.11. COMPETITIVE BIDDING AND PROCUREMENTS: The LPP's contracts with other entities for the acquisition of goods and services and construction of public works with funds provided by the State, via SDCWA and the LPS, under this LPP Agreement must be in writing and shall comply with all applicable laws and regulations regarding the securing of competitive bids and undertaking competitive negotiations. If the LPP does not have a written policy to award contracts through a competitive bidding or sole source process, the Department of General Services' *State Contracting Manual* rules must be followed and are available at: <https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/State-Contracting>.
- E.12. COMPUTER SOFTWARE: The LPP certifies that it has appropriate systems and controls in place to ensure that the State funds will not be used in the performance of this LPP Agreement for the acquisition, operation, or maintenance of computer software in violation of copyright laws.
- E.13. CONFLICT OF INTEREST: All participants are subject to state and federal conflict of interest laws. Failure to comply with these laws, including business and financial disclosure provisions, will result in the application being rejected and any subsequent contract being declared void. Other legal action may also be taken. Applicable statutes include, but are not limited to, Government Code section 1090 and Public Contract Code sections 10410 and 10411, for state conflict of interest requirements.
- A. Current State Employees: No state officer or employee shall engage in any employment, activity, or enterprise from which the officer or employee receives compensation or has a financial interest, and which is sponsored or funded by any state agency, unless the employment, activity, or enterprise is required as a condition of regular state employment. No state officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.
 - B. Former State Employees: For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements, or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency. For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the twelve-month period prior to his or her leaving state service.
 - C. Employees of the LPP: Employees of the LPP shall comply with all applicable provisions of law pertaining to conflicts of interest, including but not limited to any applicable conflict of interest provisions of the California Political Reform Act. (Gov. Code, § 87100 et seq.)
 - D. Employees and Consultants to the LPP: Individuals working on behalf of the LPP may be required to file a Statement of Economic Interests (Fair Political Practices Commission Form 700) if it is determined that an individual is a consultant for Political Reform Act purposes.
- E.14. DELIVERY OF INFORMATION, REPORTS, AND DATA: The LPP agrees to expeditiously provide throughout the term of this LPP Agreement, such reports, data, information, and certifications as may be reasonably required by the State.
- E.15. DISPOSITION OF EQUIPMENT: The LPP shall provide to the LPS, for submittal to the State via SDCWA, not less than thirty (30) calendar days prior to submission of the LPP's final invoice, an itemized inventory of equipment purchased with funds provided by the State, via SDCWA and the

LPS. The inventory shall include all items with a current estimated fair market value of more than \$5,000.00 per item. Within one hundred (100) calendar days of receipt of such inventory, the LPS shall provide the LPP with a list of the items on the inventory to which the State takes title. Cost of transportation, if any, shall be borne by the State.

- E.16. DRUG-FREE WORKPLACE CERTIFICATION: Certification of Compliance: By signing this LPP Agreement, the LPP, its contractors or subcontractors hereby certify, under penalty of perjury under the laws of the State of California, compliance with the requirements of the Drug-Free Workplace Act of 1990 (Gov. Code, § 8350 et seq.) and have or will provide a drug-free workplace by taking the following actions:
- A. Publish a statement notifying employees, contractors, and subcontractors that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees, contractors, or subcontractors for violations, as required by Government Code section 8355.
 - B. Establish a Drug-Free Awareness Program, as required by Government Code section 8355 to inform employees, contractors, or subcontractors about all of the following:
 - i. The dangers of drug abuse in the workplace,
 - ii. The LPP's policy of maintaining a drug-free workplace,
 - iii. Any available counseling, rehabilitation, and employee assistance programs, and
 - iv. Penalties that may be imposed upon employees, contractors, and subcontractors for drug abuse violations.
 - C. Provide, as required by Government Code section 8355, that every employee, contractor, and/or subcontractor who works under this LPP Agreement:
 - i. Will receive a copy of the LPP's drug-free policy statement, and
 - ii. Will agree to abide by terms of the LPP's condition of employment, contract, or subcontract.
- E.17. EASEMENTS: Where the LPP acquires property in fee title or funds improvements to real property using State funds provided through this LPP Agreement, an appropriate easement or other title restriction providing for floodplain preservation and agricultural and/or wildlife habitat conservation for the subject property in perpetuity, approved by the State and SDCWA, shall be conveyed to a regulatory or trustee agency or conservation group acceptable to the State and SDCWA. The easement or other title restriction must be in first position ahead of any recorded mortgage or lien on the property unless this requirement is waived by the State, SDCWA, and LPS.
- Where the LPP acquires an easement under this LPP Agreement, the LPP agrees to monitor and enforce the terms of the easement, unless the easement is subsequently transferred to another land management or conservation organization or entity with the State, SDCWA, and LPS permission, at which time monitoring and enforcement responsibilities will transfer to the new easement owner. Failure to provide an easement or other title restriction acceptable to the State, SDCWA, and LPS may result in termination of this LPP Agreement.
- E.18. FINAL INSPECTIONS AND CERTIFICATION OF REGISTERED PROFESSIONAL: Upon completion of the individual LPP's project component, LPP shall provide for a final inspection and certification by a California Registered Professional (i.e., Professional Civil Engineer, Engineering Geologist), that the project component has been completed in accordance with submitted final plans and specifications and any modifications thereto and in accordance with this LPP Agreement.
- E.19. GOVERNING LAW: This LPP Agreement is governed by and shall be interpreted in accordance with the laws of the State of California.
- E.20. INCOME RESTRICTIONS: The LPP agrees that any refunds, rebates, credits, or other amounts (including any interest thereon) accruing to or received by the LPP under this LPP Agreement shall be paid by the LPP to the LPS for remitting to SDCWA and the State, to the extent that they are properly allocable to costs for which the LPP has been reimbursed under this LPP Agreement. The LPP shall

also include in each of its contracts for work under this LPP Agreement a provision that incorporates the requirements stated within this Paragraph.

- E.21. INDEPENDENT CAPACITY: LPP, and the agents and employees of the LPP, in the performance of this LPP Agreement, shall act in an independent capacity and not as officers, employees, or agents of the State, SDCWA, or LPS.
- E.22. INSPECTION OF BOOKS, RECORDS, AND REPORTS: During regular office hours, each of the Parties hereto and their duly authorized representatives shall have the right to inspect and to make copies of any books, records, or reports of either party pertaining to this LPP Agreement or matters related hereto. Each of the Parties hereto shall maintain and shall make available at all times for such inspection accurate records of all its costs, disbursements, and receipts with respect to its activities under this LPP Agreement. Failure or refusal by LPP to comply with this provision shall be considered a breach of this LPP Agreement, and the LPS, SDCWA, or the State may withhold disbursements to the LPP or take any other action deemed necessary to protect its interests.
- E.23. INSPECTIONS OF PROJECT BY STATE: The State, SDCWA, and the LPS shall have the right to inspect the work being performed at any and all reasonable times during the term of the LPP Agreement. This right shall extend to any subcontracts, and the LPP shall include provisions ensuring such access in all its contracts or subcontracts entered into pursuant to its LPP Agreement with the LPS.
- E.24. LABOR CODE COMPLIANCE: The LPP agrees to be bound by all the provisions of the Labor Code regarding prevailing wages and shall monitor all contracts subject to reimbursement from this LPP Agreement to assure that the prevailing wage provisions of the Labor Code are being met. Current Department of Industrial Relations (DIR) requirements may be found at: <http://www.dir.ca.gov/lcp.asp>. For more information, please refer to DIR's *Public Works Manual* at: <https://www.dir.ca.gov/dlse/PWManualCombined.pdf>.

The LPP affirms that it is aware of the provisions of section 3700 of the Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance, and the LPP affirms that it will comply with such provisions before commencing the performance of the work under this LPP Agreement and will make its contractors and subcontractors aware of this provision.

- E.25. MODIFICATION OF OVERALL WORK PLAN: At the request of the LPP, or when found to be necessary by the LPS and the LPP agrees, the LPS will forward any requests for non-material changes to the portions of Exhibits B, C, and D, which concern the budget and schedule to the State. The State may, at its sole discretion, approve those non-material changes, and upon such approval, such changes will be made herein without formal amendment to this LPP Agreement. Non-material changes with respect to the budget are changes that only result in reallocation of the budget and will not result in an increase in the amount of the Grant. Non-material changes with respect to the project component schedule are changes that will not extend the term of this LPP Agreement. Requests for non-material changes to the budget and schedule must be submitted by the LPP to the LPS in writing and are not effective unless and until specifically approved by the State in writing.
- E.26. NONDISCRIMINATION: During the performance of this LPP Agreement, the LPP and its contractors or subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex (gender), sexual orientation, gender identity, race, color, ancestry, religion, creed, national origin (including language use restriction), pregnancy, physical disability (including HIV and AIDS), mental disability, medical condition (cancer/genetic characteristics), age (over 40), marital/domestic partner status, and denial of medical and family care leave or pregnancy disability leave. The LPP and its contractors or subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such

discrimination and harassment. The LPP and its contractors or subcontractors shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code, § 12990.) and the applicable regulations promulgated there under (Cal. Code Regs., tit. 2, § 11000 et seq.). The applicable regulations of the Fair Employment and Housing are incorporated into this LPP Agreement by reference. The LPP and its contractors or subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. The LPP shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the LPP Agreement.

- E.27. OPINIONS AND DETERMINATIONS: Where the terms of this LPP Agreement provide for action to be based upon judgment, approval, review, or determination of either party hereto, such terms are not intended to be and shall never be construed as permitting such opinion, judgment, approval, review, or determination to be arbitrary, capricious, or unreasonable.
- E.28. PERFORMANCE BOND: Where contractors are used, the LPP shall not authorize construction to begin until each contractor has furnished a performance bond in favor of the LPP in the following amounts: faithful performance (100%) of contract value, and labor and materials (100%) of contract value. This requirement shall not apply to any contract for less than \$25,000.00. Any bond issued pursuant to this paragraph must be issued by a California-admitted surety. (Pub. Contract Code, § 7103; Code Civ. Proc., § 995.311.)
- E.29. PRIORITY HIRING CONSIDERATIONS: If this LPP Agreement includes services in excess of \$200,000, the LPP shall give priority consideration in filling vacancies in positions funded by the Grant to qualified recipients of aid under Welfare and Institutions Code section 11200 in accordance with Public Contract Code section 10353.
- E.30. PROHIBITION AGAINST DISPOSAL OF PROJECT WITHOUT STATE PERMISSION: The LPP shall not sell, abandon, lease, transfer, exchange, mortgage, hypothecate, or encumber in any manner whatsoever all or any portion of any real or other property necessarily connected or used in conjunction with its project component, or with LPP's service of water, without prior written notification to the LPS and written permission of the State. The LPP shall not take any action, including but not limited to actions relating to user fees, charges, and assessments that could adversely affect the ability of LPP to meet its obligations under this LPP Agreement, without prior written notification to the LPS and written permission of the State. The LPS may require that the proceeds from the disposition of any real or personal property be remitted to the LPS for prompt disbursement to the State via SDCWA.
- E.31. PROJECT ACCESS: The LPP shall ensure that the LPS, SDCWA, the State, the Governor of the state, or any authorized representative of the foregoing, will have safe and suitable access to the project component site at all reasonable times during project component construction and thereafter for the term of this LPP Agreement.
- E.32. REMAINING BALANCE: In the event the LPP does not submit invoices requesting all of the funds encumbered under this LPP Agreement, any remaining funds revert to the State. The LPS will notify the LPP stating that the project component file is closed, and any remaining balance will be disencumbered and unavailable for further use under this LPP Agreement.
- E.33. REMEDIES NOT EXCLUSIVE: The use by either party of any remedy specified herein for the enforcement of this LPP Agreement is not exclusive and shall not deprive the party using such remedy of, or limit the application of, any other remedy provided by law.
- E.34. RETENTION: The State shall withhold ten (10) percent of the Grant Funds until the Project is complete, and a Project Completion Report is approved and accepted by the State. Upon approval of the Project Completion Report and/or Component Completion Report, any retained amounts due to

the LPP will be promptly disbursed by the State to SDCWA and the LPS for prompt disbursement to the LPP, without interest.

- E.35. RIGHTS IN DATA: LPP agrees that all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes, and other written or graphic work produced in the performance of this LPP Agreement shall be made available to the State, SDCWA, and the LPS and shall be in the public domain to the extent to which release of such materials is required under the California Public Records Act. (Gov. Code, § 6250 et seq.) The LPP may disclose, disseminate, and use, in whole or in part, any final form data and information received, collected, and developed under this LPP Agreement, subject to appropriate acknowledgement of credit to the State for financial support. The LPP shall not utilize the materials for any profit-making venture or sell or grant rights to a third party who intends to do so. the State, SDCWA, and the LPS shall have the right to use any data described in this paragraph for any public purpose.
- E.36. SEVERABILITY: Should any portion of this LPP Agreement be determined to be void or unenforceable, such shall be severed from the whole and the LPP Agreement shall continue as modified.
- E.37. SUSPENSION OF PAYMENTS: This LPP Agreement may be subject to suspension of payments or termination, or both if the State, SDCWA, or LPS determine that:
- A. The LPP, its contractors, or subcontractors have made a false certification, or
 - B. The LPP, its contractors, or subcontractors violate the certification by failing to carry out the requirements noted in this LPP Agreement.
- E.38. SUCCESSORS AND ASSIGNS: This LPP Agreement and all of its provisions shall apply to and bind the successors and assigns of the Parties. No assignment or transfer of this LPP Agreement or any part thereof, rights hereunder, or interest herein by the LPP shall be valid unless and until it is approved by the LPS and made subject to such reasonable terms and conditions as the LPS may impose.
- E.39. TERMINATION BY LPP: Subject to the State, SDCWA, and LPS approval, which may be reasonably withheld, the LPP may terminate this LPP Agreement and be relieved of contractual obligations. In doing so, the LPP must provide a reason(s) for termination. The LPP must submit all Progress Reports summarizing accomplishments up until termination date.
- E.40. TERMINATION FOR CAUSE: Subject to the right to cure under Paragraph 13, "Default Provisions," the LPS may terminate this LPP Agreement and be relieved of any payments should the LPP fail to perform the requirements of this LPP Agreement at the time and in the manner herein provided including but not limited to reasons of default under Paragraph 13, "Default Provisions."
- E.41. TERMINATION WITHOUT CAUSE: The LPS may terminate this LPP Agreement without cause on thirty (30) days' advance written notice. The LPP shall be reimbursed for all reasonable expenses incurred up to the date of termination.
- E.42. THIRD PARTY BENEFICIARIES: The Parties to this LPP Agreement do not intend to create rights in, or grant remedies to, any third party as a beneficiary of this LPP Agreement, or any duty, covenant, obligation, or understanding established herein.
- E.43. TIMELINESS: Time is of the essence in this LPP Agreement.
- E.44. TRAVEL – DAC, EDA, TRIBES PROJECT: Travel is only an eligible reimbursable expense for projects providing at least 75% of benefits to DACs, EDAs, and/or Tribes (based on population or geographic area). Only ground transportation and lodging are eligible for grant reimbursement. Per diem costs will not be eligible for grant reimbursement. Any reimbursement for necessary travel shall be at rates not

to exceed those set by the California Department of Human Resources. These rates may be found at: <http://www.calhr.ca.gov/employees/Pages/travel-reimbursements.aspx>. Reimbursement will be at the state travel amounts that are current as of the date costs are incurred. No travel outside of the LPP's service area shall be reimbursed unless prior written authorization is obtained from the State, via SDCWA and the LPS.

- E.45. UNION ORGANIZING: The LPP, by signing this LPP Agreement, hereby acknowledges the applicability of Government Code sections 16645 through 16649 to this LPP Agreement. Furthermore, the LPP, by signing this LPP Agreement, hereby certifies that:
- A. No State funds disbursed by this LPP Agreement will be used to assist, promote, or deter union organizing.
 - B. The LPP shall account for State funds disbursed for a specific expenditure by this LPP Agreement to show those funds were allocated to that expenditure.
 - C. The LPP shall, where State funds are not designated as described in (b) above, allocate, on a pro rata basis, all disbursements that support the program.
 - D. If the LPP makes expenditures to assist, promote, or deter union organizing, the LPP will maintain records sufficient to show that no State funds were used for those expenditures and that the LPP shall provide those records to the LPS upon request.
- E.46. VENUE: The LPS and the LPP hereby agree that any action arising out of this LPP Agreement shall be filed and maintained in the Superior Court in and for the County of San Diego, California, or in the United States District Court in and for the Southern District of California. The LPP hereby waives any existing sovereign immunity for the purposes of this LPP Agreement.
- E.47. WAIVER OF RIGHTS: None of the provisions of this LPP Agreement shall be deemed waived unless expressly waived in writing. It is the intention of the Parties hereto that from time to time, either party may waive any of its rights under this LPP Agreement unless contrary to law. Any waiver by either party of rights arising in connection with the LPP Agreement shall not be deemed to be a waiver with respect to any other rights or matters, and such provisions shall continue in full force and effect.

EXHIBIT F

REPORT FORMATS AND REQUIREMENTS

The following reporting formats should be utilized.

PROGRESS REPORTS

Progress Reports shall generally use the following format. This format may be modified as necessary by the LPS, SDCWA, or the State to effectively communicate information.

For each project component, discuss the following at the task level, as organized in Exhibit B:

- Percent complete.
- Discussion of work accomplished during the reporting period.
- Milestones or deliverables completed/submitted during the reporting period.
- Meetings held or attended.
- Scheduling concerns and issues encountered that may delay completion of the task.

For each project component, discuss the following at the project level, as organized in Exhibit B:

- Work anticipated for the next reporting period.
- Photo documentation, as appropriate.
- Budget projections for grant share for the next two quarters.
- Any schedule or budget modifications approved by the State during the reporting period.

PROJECT COMPLETION REPORT

The Project Completion Report shall generally use the following format, provided below:

Executive Summary

The Executive Summary provides a brief summary of project component information, including:

- A brief description of work proposed to be done in the original grant application.
- List any official amendments to the LPP Agreement, with a short description of the amendment.

Reports and/or Products

The following items should be provided, unless already submitted as a deliverable:

- A copy of a final technical report or study produced for/used in the project components described in Exhibit B.
- Electronic copies of any data collected, not previously submitted.
- Discussion of problems that occurred during the work and how those problems were resolved.
- Final project component schedule showing actual progress versus planned progress shown in Exhibit D.

Additional information that may be applicable for implementation projects includes the following:

- Record Drawings
- Final geodetic survey information
- Project component photos

Cost & Disposition of Funds

- A summary of final individual LPP components of the project component costs, including the following:
 - An accounting of project component expenditures, including all internal and external costs not previously disclosed (i.e., additional Cost Share);
 - A discussion of factors that positively or negatively affected the project components cost; and
 - Any deviation in final costs from the original project component cost estimate.

Additional Information

Project Benefits

- List the benefits derived from the project component, with quantification of such benefits.
- If a DAC or EDA Cost Share Waiver was approved for this LPP Agreement, discuss the benefits derived for DAC and/or EDA.
- Briefly describe how the level, type, or magnitude of the benefits compare to the original project component proposal.

IRWM Plan Goals and Objectives

- Briefly discuss how the project component achieved San Diego IRWM Plan goals and objectives, which can be accessed online at https://sdirwmp.org/pdf/SDIRWM_02_Vision_Objectives_FINAL_2019.pdf.

Remaining work

- Discuss any remaining work to be completed for the project component and mechanism for its implementation.

Project Certification

- If applicable, include a Certification from a California Registered Professional (e.g., Civil Engineer or Geologist, as appropriate), consistent with Exhibit E, that the project component was conducted in accordance with the approved Work Plan in Exhibit B and any approved amendments thereto.

Post-Performance Report

- Include a submittal schedule for the annual Post-Performance Report.

POST-PERFORMANCE REPORT

The Post-Performance Report (PPR) should be concise and focus on how each project component is performing compared to its expected performance; whether the project component is being operated and maintained and providing intended benefits as proposed. A PPR template may be provided by the LPS upon request. The PPR should follow the general format of the template and provide requested information as applicable. The following information, at a minimum, shall be provided:

Reports and/or Products

- Header including the following:
 - LPP name
 - LPS name
 - Grant Agreement number
 - Project component name and number
 - Funding grant source (i.e., 2022 Proposition 1 IRWM Implementation Grant)
 - Report number

- Post-Performance Report schedule
- Time period of the annual report (e.g., January 2024 through December 2024)
- Project component description summary
- Discussion of the project component benefits
- An assessment of any differences between the expected versus actual project component benefits as stated in the original application. Where applicable, the reporting should include quantitative metrics (e.g., new acre-feet of water produced that year, etc.).
- Summary of any additional costs and/or benefits deriving from the project component since its completion, if applicable.
- Any additional information relevant to or generated by the continued operation of the project component.

EXHIBIT G

REQUIREMENTS FOR DATA SUBMITTAL

Surface and Groundwater Quality Data:

Groundwater quality and ambient surface water quality monitoring data that include chemical, physical, or biological data shall be submitted to the State as described below, with a narrative description of data submittal activities included in project component reports.

Surface water quality monitoring data shall be prepared for submission to the California Environmental Data Exchange Network (CEDEN). The CEDEN data templates are available on the CEDEN website. Inclusion of additional data elements described on the data templates is desirable. Data ready for submission should be uploaded to your CEDEN Regional Data Center via the CEDEN website. CEDEN website: <http://www.ceden.org>.

If the LPP's project component's Work Plan contains a groundwater ambient monitoring element, groundwater quality monitoring data shall be submitted to the State for inclusion in the State Water Resources Control Board's Groundwater Ambient Monitoring and Assessment (GAMA) Program. Information on the GAMA Program can be obtained at:

https://www.waterboards.ca.gov/water_issues/programs/gama/. If further information is required, the LPS can contact the State Water Resources Control Board (SWRCB) GAMA Program. A listing of SWRCB staff involved in the GAMA program can be found at:

https://www.waterboards.ca.gov/water_issues/programs/gama/contact.shtml.

Groundwater Level Data

If the project component collects groundwater level data, the LPP will need to submit this data to the LPS for submittal to the State's Water Data Library (WDL), with a narrative description of data submittal activities included in project component reports, as described in Exhibit F (Report Formats and Requirements). Information regarding the WDL and in what format to submit data, can be found at:

<http://www.water.ca.gov/waterdatalibrary/>.

EXHIBIT H
STATE AND LOCAL PROJECT SPONSOR AUDIT DOCUMENT REQUIREMENTS
AND COST SHARE GUIDELINES

The following provides a list of documents typically required by State Auditors or the LPS and general guidelines for the LPP. The list of documents pertains to both State funding and the LPP's local Cost Share and details the documents/records that State Auditors and the LPS would need to review in the event this LPP Agreement is audited. The LPP should ensure that such records are maintained for each funded project component.

State and LPS Audit Document Requirements

Internal Controls

1. Organization chart (e.g., LPP's overall organization chart and organization chart for the State-funded project component).
2. Written internal procedures and flowcharts for the following:
 - a) Receipts and deposits
 - b) Disbursements
 - c) State reimbursement requests
 - d) Expenditure tracking of State funds
 - e) Guidelines, policy, and procedures on State-funded project component
3. Audit reports of the LPP internal control structure and/or financial statements within the last two years.
4. Prior audit reports on the State-funded project component.

State Funding:

1. This LPP Agreement and any amendment(s) and budget modification documents.
2. A listing of all bond-funded grants, loans, or subventions received from the State.
3. A listing of all other funding sources for the project component.

Contracts:

1. All subcontractor and consultant contracts and related or partners' documents, if applicable.
2. Contracts between the Agency, member agencies, and local project partners as related to the state-funded project component.

Invoices:

1. Invoices from vendors and subcontractors for expenditures submitted to the State via SDCWA and the LPS for payments under this LPP Agreement.
2. Documentation linking subcontractor invoices to the State reimbursement, requests, and related budget line items under this LPP Agreement.
3. Reimbursement and, if applicable, Advance Funding requests submitted to the State, via SDCWA and the LPS, under this LPP Agreement.

Cash Documents:

1. Receipts (copies of warrants) showing payments received from the State, via SDCWA and the LPS.
2. Deposit slips (or bank statements) showing deposit of the payments received from the State, via SDCWA and the LPS.
3. Cancelled checks or disbursement documents showing payments made to vendors, subcontractors, consultants, and/or agents under the grants or loans.
4. Bank statements showing the deposit of the receipts.

Accounting Records:

1. Ledgers showing entries for funding receipts and cash disbursements.
2. Ledgers showing receipts and cash disbursement entries of other funding sources.

3. Bridging documents that tie the general ledger to requests for LPP reimbursement.

Administration Costs:

1. Supporting documents showing the calculation of administration costs.

Personnel:

1. List of all contractors and LPP staff that worked on the State-funded project component.
2. Payroll records, including timesheets for contractor staff and LPP personnel who provided services charged to the project component.

Project Files:

1. All supporting documentation that is maintained in the project component files.
2. All LPP Agreement-related correspondence.

Cost Share Guidelines

Cost Share consists of non-State funds, including in-kind services. In-kind services are defined as work performed (i.e., dollar value of non-cash contributions) by the LPP (and potentially other entities) directly related to the execution of the funded project component. Examples include volunteer services, equipment use, and use of facilities. The cost of an in-kind service can be counted as Cost Share in lieu of actual funds (or revenue) provided by the LPP. Other Cost Share and in-kind service eligibility conditions may apply. Provided below is guidance for documenting Cost Share with and without in-kind services.

1. Although tracked separately, in-kind services shall be documented and, to the extent feasible, supported by the same methods used by the LPP for its own employees. Such documentation should include the following:
 - a. Detailed description of the contributed item(s) or service(s)
 - b. Purpose for which the contribution was made (tied to project component work plan)
 - c. Name of contributing organization and date of contribution
 - d. Real or approximate value of contribution. Who valued the contribution and how was the value determined? (e.g., actual, appraisal, fair market, etc.). Justification of rate. (See item #2, below)
 - e. Person's name and the function of the contributing person
 - f. Number of hours contributed
 - g. If multiple sources exist, these should be summarized on a table with summed charges
 - h. Source of contribution if it was provided by, obtained with, or supported by government funds
2. Rates for volunteer or in-kind services shall be consistent with those paid for similar work in the LPP's organization. For example, volunteer service of clearing vegetation performed by an attorney shall be valued at fair market value for this service, not the rate for professional legal services. In those instances, in which the required skills are not found in the recipient organization, rates shall be consistent with those paid for similar work in the labor market. Paid fringe benefits that are reasonable, allowable, and allocable may be included in the valuation.
3. Cost Share contribution (including in-kind services) shall be for costs and services directly attributed to activities included in the LPP Agreement. These services, furnished by professional and technical personnel, consultants, and other skilled labor may be counted as in-kind if the activities are an integral and necessary part of the project component funded by the LPP Agreement.
4. Cash contributions made to a project component shall be documented as revenue and in-kind services as expenditures. These costs should be tracked separately in the LPP's accounting system.

EXHIBIT I

PROJECT MONITORING PLAN GUIDANCE

Introduction

The Project Monitoring Plan is to include: a brief description of the Project (maximum ~150 words) and individual components (if the Project has multiple components); implementation elements; the need for the project components (i.e., what problem(s) are addressed); and that responds to the requirements listed below.

Project Monitoring Plan Requirements

The Project Monitoring Plan shall contain responses to the following questions:

- What are the anticipated project component physical benefits?
- What are the corresponding numeric targets for each project component benefit?
- How will proposed numeric targets be measured?
- What are baseline conditions?
- When will the targets be met (e.g., upon project component completion, five years after completion)?
- How often will monitoring be undertaken (e.g., monthly, yearly).
- Where are monitoring point locations (e.g., meter located at..., at stream mile...)? Include relevant maps.
- How will the project component be maintained (e.g., irrigation, pest management, weed abatement)?
- What will be the frequency and duration of maintenance proposed activities?
- Are there any special environmental considerations (e.g., resource agency requirements, permit requirements, CEQA/NEPA mitigation measures)?
- Who is responsible for collecting the samples (i.e., who is conducting monitoring and/or maintenance)?
- How, and to whom, will monitoring results be reported (e.g., paper reports, online databases, public meetings)?
- What adaptive management strategies will be employed if problems are encountered during routine monitoring or maintenance?
- What is the anticipated life of the project component?

EXHIBIT J

INVOICE GUIDANCE FOR ADMINISTRATIVE AND OVERHEAD CHARGES

The funds provided pursuant to this LPP Agreement may only be used for costs that are directly related to the funded project component. The following provides a list of typical requirements for invoicing, specifically providing guidance on the appropriate methods for invoicing administrative and direct overhead charges.

Administration Charges

Indirect and General Overhead (i.e., indirect overhead) charges are not an allowable expense for reimbursement. However, administrative expenses that are apportioned directly to the project component are eligible for reimbursement. Cost such as rent, office supplies, fringe benefits, etc. can be “Direct Costs” and are eligible expenses as long as:

- There is a consistent, articulated method for how the costs are allocated that is submitted and approved by the DWR Grant Manager. The allocation method must be fully documented for auditors.
- A “fully burdened labor rate” can be used to capture allowable administrative costs.
- The administrative/overhead costs can never include:
 - Non-project-component specific personnel and accounting services performed within the Grantee, LPS, or LPP’s organization
 - Markup
 - Tuition
 - Conference fees
 - Building and equipment depreciation or use allowances
- Using a general overhead percentage is never allowed.

Labor Rates

The LPP must provide the LPS with supporting documentation for personnel hours it plans on submitting as part of its invoices. A personnel rate letter should be submitted by the LPS via the Water Authority to the DWR Grant Manager prior to submittal of the first invoice. The supporting documentation must include, at a minimum, employee classifications that will be reimbursed by the grant funds disbursed under this LPP Agreement and the corresponding hourly rate range. These rates should be “burdened”; the burdened rate must be consistent with the LPP’s standardized allocation methodology. The supporting documentation should also provide an explanation of what costs make up the burdened rate and how those costs were determined. This information will be used to compare against personnel hours summary table invoice supporting documentation. Periodic updates may be needed during the life of the Grant which would be handled through a revised billing rate letter.

SAN ELIJO JOINT POWERS AUTHORITY
MEMORANDUM

August 15, 2023

TO: Board of Directors
San Elijo Joint Powers Authority

FROM: General Manager

SUBJECT: ACCEPTANCE OF COMPLETION – CONTRACTS FOR MANCHESTER EMERGENCY RECYCLED WATER PIPELINE REPAIR, WATER CAMPUS EMERGENCY RECYCLED WATER PIPELINE REPAIR, AWP STRUCTURE PAINTING SERVICES, AND SOLAR SYSTEM INSTALLATION

RECOMMENDATION

It is recommended that the Board of Directors:

1. Authorize the General Manager to Accept the Manchester Emergency Recycled Water Pipeline Repair Project on behalf of the SEJPA and record the project Notice of Completion;
2. Authorize the General Manager to Accept the Water Campus Emergency Recycled Water Pipeline Repair Project on behalf of the SEJPA and record the project Notice of Completion;
3. Authorize the General Manager to Accept the AWP Structure Painting Services (as amended) on behalf of the SEJPA and record the project Notice of Completion;
4. Authorize the General Manager to Accept the Water Campus Solar System Installation on behalf of the SEJPA and record the project Notice of Completion; and
5. Discuss and take other action as appropriate.

BACKGROUND

SEJPA enters into Public Works contracts for maintenance work, construction of capital projects, and emergency repairs in accordance with SEJPA’s Resolution 2022-01 “Purchasing Policies and Procedures”. When the work of the contract is complete, it is customary for the SEJPA to formally “Accept” the work and to file a “Notice of Completion” (NOC) with the County of San Diego.

SEJPA entered into two emergency repair contracts, the Manchester Emergency Recycled Water Pipeline Repair (February 2023) and the Water Campus Recycled Water Pipeline

Repair (March 2023). SEJPA contracted for facility painting work under the AWP Structure Painting Services (April 2022). SEJPA also entered into a Power Purchase Agreement (PPA) (February 2021) for the installation, maintenance, and supply of solar power to the Water Campus. All “work” under these contracts has been satisfactorily completed.

DISCUSSION

Manchester Emergency Recycled Water Pipeline Repairs (Emergency Contract): In February 2023 SEJPA contracted GEM Site Development, LLC (GEM) under the emergency provisions of SEJPA’s Resolution 2022-01 “Purchasing Policies and Procedures” and Public Contract Code 22050 to locate and repair the leak on the existing 12” recycled water pipeline in Manchester, just east of the Water Campus intersection. The Emergency Contract was executed for a value not to exceed \$50,000 and was subsequently ratified at SEJPA Board Meeting on February 21, 2023 with statutory notices to the Board in each subsequent Board meeting. The repair work and surface restoration were completed February 10, 2023. Since February, GEM submitted a right-of-way permit application to the City of Encinitas and SEJPA received confirmation from the City in June 2023 that the completed work is acceptable per City Standards. The General Manager declared the Emergency situation complete as of July 25, 2023. SEJPA has paid GEM in full for work completed in the amount of \$39,752.93. In addition, SEJPA has paid the City of Encinitas for inspection fee in the amount of \$1,197.00.

Water Campus Recycled Water Pipeline Repairs (Emergency Contract): In March 2023 SEJPA contracted Ahrens Mechanical (Ahrens) under the emergency provisions of SEJPA’s Resolution 2022-01 “Purchasing Policies and Procedures” and Public Contract Code 22050 to locate and repair a leak on the existing 12” recycled water pipeline “north system” transmission main within the Water Campus. The Emergency Contract was executed for a value not to exceed \$50,000 and was subsequently ratified at SEJPA Board Meeting on March 13, 2023 with statutory notices to the Board in each subsequent Board meeting. The repair work and surface restoration were completed March 10, 2023. The General Manager declared the Emergency situation complete as of March 10, 2023. SEJPA has paid Ahrens in full for work completed in the amount of \$39,968.83.

AWP Structure Painting (as amended): In February 2022 SEJPA publicly advertised and received bids for repainting of the Advanced Water Purification (AWP) structure. SEJPA awarded the contract at regular Board Meeting on April 19, 2022 to Parada Painting, Inc. in an amount not to exceed \$113,400. Notice to Proceed was issued August 8, 2022 and work commenced in Fall of 2022. Subsequently, SEJPA identified additional painting work to be completed within the Water Campus including recoating of the DAFT No. 2 mechanical equipment that was in the process of being rebuilt by SEJPA staff. SEJPA negotiated a scope and cost with Parada Painting and amended the contract by \$12,400 to complete this additional work, bringing the total contract value to \$125,800. The painting work was substantially completed March 17, 2023. SEJPA has paid Parada Painting for all invoiced work totaling \$119,510.00 and will release 5% retention upon SEJPA’s Final Acceptance.

Water Campus Solar Installation: In February 2021 SEJPA executed agreement with Duke Energy for a Power Purchase Agreement (PPA) to design, engineer, install, construct, commission, own, operate, maintain, and repair a 607-kW photovoltaic solar power generation system. the term of the contract is 30-years with an optional 5-year extension and SEJPA agreed to buy power from the solar system at a fixed price of \$0.15833 per kWh during the entire term of the contract. Notice to Proceed was issued and work commenced in Fall of 2021. The solar installation was satisfactorily completed as of June 30, 2022

Acceptance of these projects by the SEJPA and the filing of the Notice of Completion (NOC) will complete the public works contracts with the respective contractors. SEJPA's legal counsel will file the NOC(s) with the San Diego County Clerk. Where retention has been held, final payments will be made to the Contractor(s) after acceptance and recordation of the NOC(s).

FINANCIAL IMPACT

The expenditures under each contract were previously authorized through actions of the General Manager and Board in conformance to SEJPA's Resolution 2022-01 "Purchasing Policies and Procedures". The "Work" (as amended, where applicable) was completed within the respective contracted amount. No further appropriations are required for the "work" under these contracts.

RECOMMENDATION

It is therefore recommended that the Board of Directors:

1. Authorize the General Manager to Accept the Manchester Emergency Recycled Water Pipeline Repair Project on behalf of the SEJPA and record the project Notice of Completion;
2. Authorize the General Manager to Accept the Water Campus Emergency Recycled Water Pipeline Repair Project on behalf of the SEJPA and record the project Notice of Completion;
3. Authorize the General Manager to Accept the AWP Structure Painting Services (as amended) on behalf of the SEJPA and record the project Notice of Completion;
4. Authorize the General Manager to Accept the Water Campus Solar System Installation on behalf of the SEJPA and record the project Notice of Completion; and
5. Discuss and take other action as appropriate.

Respectfully submitted,



Michael T. Thornton, P.E.
General Manager

SAN ELIJO JOINT POWERS AUTHORITY
MEMORANDUM

August 15, 2023

TO: Board of Directors
San Elijo Joint Powers Authority

FROM: General Manager

SUBJECT: AWARD CONSTRUCTION CONTRACT FOR THE MOONLIGHT BEACH
PUMP STATION MODIFICATIONS PROJECT

RECOMMENDATION

It is recommended that the Board of Directors:

1. Authorize the General Manager to award construction of the Moonlight Beach Pump Station Modifications Project to Ahrens Mechanical and execute contract in the lump sum amount of \$1,570,000; and
2. Discuss and take action as appropriate.

BACKGROUND

The Moonlight Beach Pump Station Modifications Project will replace aging mechanical components to improve operational reliability and reduce maintenance frequency and intensity. The scope mitigates safety concerns associated with access to the wetwell. Specifically, the project scope includes:

- Replacement of three 20-year-old extended-shaft pumps and in-line grinders with new dry-pit, solids-handling submersible pumps and motors;
- Addition of a smaller pump to improve operations in low-flow conditions;
- Mechanical, structural, and electrical upgrades;
- Miscellaneous site and safety improvements.

The Project is budgeted at \$2.1 million, funded through capital cash contributions from the Encinitas Sanitary Division over fiscal years, 2021-22, 2022-23, and 2023-24.

DISCUSSION

Staff posted the request for bids (RFB) through its online procurement portal, PlanetBids on June 6, 2023, publicly advertised in Coast News on June 9, 2023 and June 16, 2023, and conducted a pre-bid meeting and site tour on June 22, 2023. On July 20, 2023 eight (8) construction bids for the Moonlight Beach Pump Station Improvements Project were received, as tabulated in **Table 1**. The bids were evaluated by Staff for compliance to the advertised bid

requirements, the contractor’s ability to perform the work, and proposed bid price. Based on this evaluation, Staff recommends award of the project to the lowest responsive and responsible bid submitted by Ahrens Mechanical.

Table 1 – Bid Tabulation

Company	Bid Price (low to high)*
Ahrens Mechanical	\$ 1,570,000
GSE Construction Company, Inc.	\$ 1,601,900
J.R. Filanc Construction Company, Inc.	\$ 1,726,000
Metro Builders & Engineers Group, Ltd.	\$ 1,869,501
SCW Contracting Corp.	\$ 2,161,866
Canyon Springs Enterprises	\$ 2,259,300
RE Chaffee Construction Inc.	\$ 2,369,524
Pacific Hydrotech Corp.	\$ 3,099,800
* All bid prices includes Allowance items including \$25,000 to allow for spot repairs to the existing wetwell liner, \$25,000 to allow repairs to the existing inlet gate wall thimble, and an as-bid allowance for installation of a cured-in-place pipe (CIPP) liner in the connecting gravity sewer.	

The SEJPA will also require construction management and inspection (CM&I) services during construction. Staff advertised a request for proposals (RFP) via PlanetBids on July 10, 2023 with a proposal due-date of August 17, 2023. The RFP seeks a single firm to provide CM&I services for both the Moonlight Beach Pump Station Modifications Project and the Wanket Tank Refurbishment Project and Recycled Water Valve Replacement Project, which is currently in the bidding process. Selection of the CM&I Services will be presented to the Board for consideration in a forthcoming regular SEJPA Board meeting.

FINANCIAL IMPACT

The lowest responsive construction bid for the project is \$1,570,000. SEJPA is budgeting \$50,000 for internal construction administration and legal support. SEJPA has an ongoing solicitation for construction management and inspection services with an estimated budget of \$160,000. Engineering services during construction (ESDC) is budgeted at \$45,000. A contingency budget of \$163,000 (approximately 9% of construction phase costs) is set aside to account for unforeseen conditions encountered during construction. The estimated cost to complete, based on current information, is \$2.1 million, as shown in Table 2.

Table 2 – Project Budget

Task	Budget
Engineering/Design/Bid Phase	\$ 112,000
Construction	\$ 1,570,000
Engineering Services during Construction (ESDC)	\$ 45,000
Construction Management and Inspection (CM&I)	\$ 160,000
Legal & Administration	\$ 50,000
Contingency	\$ 163,000
TOTAL	\$ 2,100,000

SEJPA currently has received \$1.5 million in funding from Encinitas Sanitary Division and has budgeted for the remaining \$0.6 million to be contributed in the current fiscal year (FY 2023-24).

It is recommended that the Board of Directors:

1. Authorize the General Manager to award construction of the Moonlight Beach Pump Station Modifications Project to Ahrens Mechanical and execute contract in the lump sum amount of \$1,570,000; and
2. Discuss and take action as appropriate.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'M. Thornton', written over a horizontal line.

Michael T. Thornton, P.E.
General Manager

Attachment 1: Ahrens Mechanical – Bid Proposal, July 20, 2023

Attachment 1

SECTION 00400

BID PROPOSAL

**TO THE SAN ELIJO JOINT POWERS AUTHORITY
FOR
MOONLIGHT BEACH SEWAGE PUMP STATION MODIFICATIONS PROJECT**

PROPOSAL SUBMITTED BY:

Name of Bidder	Ahrens Mechanical
Business Address	5959 Mission Gorge Rd., #204
	San Diego, CA 92120

The undersigned Bidder proposes and agrees, if this Bid is accepted by the SEJPA, to enter into a contract with the SEJPA in the form of agreement included in the Contract Documents to complete all Work as specified or indicated in the Contract Documents including all Addenda issued via PlanetBids, and also in accordance with Parts 2, 3, and 4 of the Standard Specifications for Public Works Construction (latest Edition); and the Regional Supplement Amendments for use in connection with the Standard Specifications for Public Works Construction (latest Edition); and in accordance with all other Contract Documents.

The undersigned Bidder accepts all of the terms and conditions of the Notice Inviting Bids and Instructions to Bidders, including without limitation those dealing with the disposition of the Bid Security. This Bid, as presented herein, is irrevocable, and may not be withdrawn for a period of seventy-five (75) days after the day of Bid opening, except in accordance with the withdrawal provisions in the Instructions to Bidders or unless otherwise required by law. Bidder will sign and deliver the required number of Agreement counterparts within fourteen (14) calendar days after receipt of the Agreement signed in counterparts by SEJPA, and will furnish the insurance certificates, Bid Security, Payment Bond, and Performance Bond in the time and manner required by the Contract Documents.

The undersigned Bidder agrees that if this Proposal is accepted and the undersigned fails to sign and deliver the Agreement in counterparts as aforesaid and to give a faithful Performance Bond and a Payment Bond as required by the Contract Documents and by California law with a surety satisfactory to SEJPA, and the required insurance certificates, within fourteen (14) days after the undersigned has received notice of the award of the Contract from the SEJPA and that the Contract is ready for signature, the SEJPA may, at its option, determine that the Bidder has abandoned the Contract, and thereupon this Proposal and the acceptance thereof shall be null and void, and the

forfeiture of the security accompanying this Proposal shall operate and the same shall become the property of SEJPA.

By signing this proposal on the signature portion hereof, the undersigned, as Bidder, under penalty of perjury deposes and says: that the Bidder listed herein is licensed to perform Work in the State of California according to the Contractor's State License Law and that the license number and expiration date specified herein are true and in accordance with Business and Profession Code sections 7028.15(e) and 7026.1. Any Bid not containing this information, or Bid containing information which is subsequently proven false, shall be considered non-responsive and shall be rejected.

By signing this proposal on the signature portion hereof, the undersigned, as Bidder, under penalty of perjury represents and says that the only persons or parties interested in this Proposal as Principals are those named herein; that the Bidder has not, either directly or indirectly, entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with said proposal; that the undersigned Bidder has examined and confirmed the site and locality where the Work is to be performed, the legal requirements (federal, state, and local laws, ordinances, rules, and regulations), and the conditions affecting cost, progress or performance of the Work and has made such independent investigations as Bidder deems necessary.

By signing this proposal on the signature portion hereof, the undersigned, as Bidder, certifies that (a) its Total Bid Price includes sufficient funds to allow Contractor to comply with all applicable laws or regulations governing the labor or services to be provided under the Contract, and (b) it is aware of the provisions of Section 3700 of the Labor Code, which requires every employer to be insured against liability for workers' compensation or undertake self-insurance in accordance with the provisions of that code, and will comply with such provisions before commencing the performance of the Work of the Contract if it is awarded to this Bidder.

By signing this proposal on the signature portion hereof, the undersigned, as Bidder, certifies that at the time of this bid Bidder does not engage in investment activities in Iran as described in Section 2202.5(a) of the Public Contract Code, and is not identified on a list created by the Department of General Services as a person engaging in investment activities in Iran as described in Section 2202.5(a).

By submitting this bid, the undersigned Bidder attests that

Brian Jurlina, Project manager/Estimator,
(Name/Title)

as a responsible party with authority to represent the Contractor, visited the project site(s) on 6/22/2023,
(Dates)

and conducted sufficient due diligence and reconnaissance to fully understand the scope of the Project, the conditions of the project site(s), and site constraints.

The Bidder's execution of the signature portion of this proposal shall also constitute an endorsement and execution of those representations, certifications, and attachments, which are hereby incorporated as a part of the bid proposal.

In addition, the undersigned Bidder has examined the annexed proposed form of Contract, and the Drawings, General Conditions, Supplementary Conditions and/or Specifications therein referred to; and the undersigned proposes, and agrees if this Proposal is accepted, that the undersigned will furnish the required Bonds and Contract with the SEJPA in the form of the Contract annexed hereto, to provide all necessary machinery, tools, apparatus and other means of construction, and to do all the Work and furnish all the materials specified in the Contract, in the manner and time therein set forth, and that the undersigned will accept in full payment therefor the unit and/or lump sum prices named in the following bid schedule(s).

DESIGNATION OF SUBCONTRACTORS

The Bidder shall completely fill out the list below with the name and information of each subcontractor who will perform Work under this contract in excess of one-half of one percent (0.5%) of the Bidder's total bid price, and shall also list the portion of the Work which will be done by each such subcontractor. After the opening of proposals, no changes or substitutions will be allowed except as otherwise provided by law.

The Bidder understands that if the Bidder fails to list a subcontractor that will perform any portion of the Work to be performed under the contract in excess of one-half of one percent of the Bid, the Bidder shall be deemed to have represented that it is fully qualified to perform that portion of the work itself (which is subject to verification), and that Bidder has agreed to perform that portion of the work, and that the Bidder shall not be permitted to sublet or subcontract that portion of the Work except in cases of public emergency or necessity, and then only after a finding, reduced to writing as a public record of SEJPA, setting forth the facts constituting the emergency or necessity in accordance with the provisions of the Subletting and Subcontracting Fair Practices Act (Section 4100 et seq. of the California Public Contract Code). The Bidder may list one subcontractor for each portion of the Work as described by the Bidder in the space provided below.

If no Subcontractors are to be employed on the Project, enter the word "None."

<u>Description of Work to be Performed</u>	<u>Percent of Total Contract</u>	<u>Subcontractor's Name, Address & Contractor's License #</u>	<u>Subcontractor's Public Works Registration #</u>
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Note: Bidder must completely fill out this form and include it with the Bid. Attach additional sheets if required.

GENERAL INFORMATION REQUIRED OF BIDDER

The Bidder shall furnish the following information. Failure to comply with this requirement may render the Proposal non-responsive and may cause its rejection. Additional sheets shall be attached as required. Successful Bidder shall provide additional information upon request no later than ten (10) days after SEJPA's request, unless SEJPA specifies a different time frame.

Bidder's name, address, and telephone number: Ahrens Mechanical
5959 Mission Gorge Rd., #204, San Diego, CA 92120 619-487-9036

Contractor's license: Primary classification: A,B C4,C10,C16,C20,C34,C36,C46,C60
 State License No.: 957287 Expiration date: 2/28/2025
 Supplemental classifications held, if any: _____

Number of years as a contractor in construction work of this type (min of 10 years): 13

List four (4) projects completed as of recent date involving work of similar type and complexity that include, at a minimum, sewage pump stations and electrical system modifications for public works projects. Failure to identify verifiable similar experience will render the bid non-responsive and subject to rejection. Attach additional sheets if required.

<u>Project</u>	<u>Owner</u>	<u>Contract Price</u>	<u>Name, Address and Telephone</u> <u>Number of Project Owner</u>
Bldg & Site Imprv	SEJPA	\$1,377,473	SEJPA, 2695 Manchester Ave, Cardiff CA 92007 Mike Konike 760-753-6203 Gen Contractor, PCL Construction Services Kevin Smart 619-952-0890 Ksmart@pcl.com
Metropolitan BioSolids Center Storm Water Diversion (in progress)	City of San Diego	\$6,399,932	City of San Diego, 1200 3rd Ave, Ste 200, MS 56, San Diego, CA 92101 Gabriel Torres, PC 619-533-4630 Gtorres@sandiego.gov
Cielo Pump Station Valve Rplc (in progress)	Santa Fe Irrigation District	\$ 649,300	SFID, P O Box 409, Rancho Santa Fe, Ca 92067, Marissa Potter, Eng Serv 858-227-5792 mpotter@sfidwater.org Maverick Madsen, Sr. Const Mgr. 619-977-3856 maverick.madsen@mavteck.org
Charlan Rd Seasonal Storage Facility	Valley Cntr MWD	\$ 693,026	Valley Cntr Municipal Water Dist, P O Box 67, Valley Cntr, CA 92082 Tom Falk, PE 760-735-4500. Gen Contractor, West Coast Gen corp, Joe Solorzano 858-245-6203 jsolorzano@wgcgcorp.com

Name of person who inspected site of proposed Work for your firm for this Bid:

Name: Brian Jurlina Date of Inspection: 6/22/23

Name, address, and telephone number of the Surety Company and agent who will provide the required bonds on this Contract: Anne Wright, Agent awright@ranchomesa.com 619-218-4249
Swiss RE Company Solutions America Ins GCorp, 1450 American Lane, Ste 1100, Schaumburg, IL 60173

ADDENDA ACKNOWLEDGEMENT: Bidder Acknowledges Receipt of Addendum(s) No(s): Addendum 1

INSURANCE INFORMATION:

Workers Compensation: Insurance Agency: Michael Ehrenfeld Company
Phone Number: 619-683-9988
Contact Name: Pat Reilly PatR@ehrenfeldinsurance.com

General Liability Insurance: Insurance Agency: same as above
Phone Number: _____
Contact Name: _____

Auto Liability Insurance: Insurance Agency: same as above
Phone Number: _____
Contact Name: _____

Successful Bidder to submit the experience resume of the person who will be designated chief construction superintendent.

Successful Bidder to submit a notarized and verified financial statement, references, and other information, sufficiently comprehensive to permit an appraisal of Bidder's current financial condition.

BID SCHEDULE

Performance of all Work indicated in the Specifications categorized as follows:

Base Bid Work_ Schedule (A)

Bid Item (See Section 01025.1.3.B Contract- Required BASE BID WORK (Lump Sum), Measurement and Payment for description of bid items)	Quantity	Unit	Unit Price	Bid Item Price
1. General Construction (Lump Sum)	1	LS	NA	\$
2. Sheeting, Shoring and Bracing (Lump Sum)	1	LS	NA	\$
3. Final Approval of Operation & Maintenance Manuals (or Owner's Manuals) and Master Record Documents (Stipulated Lump Sum)	1	SLS	NA	\$
4. Water Pollution Control Plan (WPCP) Program Development and Implementation (Lump Sum)	1	LS	NA	\$
5. Bonds (Lump Sum)	1	LS	NA	\$

BASE BID Work (Lump Sum) Schedule (A)

Bidder will complete the Work of the Base Bid Work (Lump Sum)_Schedule for the following lump sum price:

\$ _____
(Lump Sum Price in Figures)

(Lump Sum Price in Words)

Allowance Bid Items Schedule (B)

Bid Item (See Section 01025.1.3.C Allowance & Section 01210 Allowances), Measurement and Payment for description of bid items)	Quantity	Unit	Unit Price	Bid Item Price
1. Bid Allowance #1: For Spot Repair of The Existing PVC (T-Lock) Lining System On Interior Wetwell Concrete Surfaces	1	T&M/ NTE	NA	\$ 25,000
2. Bid Allowance #2: Allowance For Repairing the Existing Embedded Slide Gate Wall Thimble	1	T&M/ NTE	NA	\$ 25,000
3. Bid Allowance #3: Allowance for Installing a CIPP Liner in the Influent Sewer that extends from the Influent Vault to the Wetwell	1	T&M/ NTE	NA	\$

Allowance Bid Items (T&M Not to Exceed)

Bidder will complete the Allowance Bid Items for the following price:

\$ _____
(Time and Materials Not to Exceed Price in Figures)

(Time and Materials Not to Exceed Price in Words)

Bid Schedule Total

Bid Schedule Total will be the combined sum of the Base Bid (Schedule A) and Allowance Bid Items (Schedule B)

\$ _____
(Price in Figures)

(Price in Words)


If there is any discrepancy in the Bid Schedule Total, the "Total Bid Amount" submitted in the "Line Items" tab in PlanetBids will take precedence.

END OF BID SCHEDULE

BIDDER'S SIGNATURE CERTIFICATE

I hereby certify, under penalty of perjury, that the foregoing Bid Proposal is true, correct, and legally submitted.

BIDDER: Ahrens Mechanical
(Legal Name of Bidder)

by: 
(Signature) Gregory S. Ahrens
President
(Title)

Dated: 20 July, 20 23, at San Diego

Business Address: 5959 Mission Gorge Rd., #204

San Diego, CA 92120

Telephone: 619-487-9036

NOTE: If Bidder is a corporation, the legal name of the corporation shall be set forth above together with the signature of the officer or officers authorized to sign contracts on behalf of the corporation; if Bidder is a partnership, the true name of the firm shall be set forth above together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership; and if Bidder is an individual, his signature shall be placed above. If signature is by an agent, other than an officer of a corporation or a member of a partnership, a Power of Attorney must be submitted with the Bid; otherwise, the Bid may be disregarded as irregular and unauthorized and therefore non-responsive.

END OF BIDDER'S SIGNATURE CERTIFICATE

SAN ELIJO JOINT POWERS AUTHORITY
MEMORANDUM

August 15, 2023

TO: Board of Directors
San Elijo Joint Powers Authority

FROM: General Manager

SUBJECT: AWARD OF PROFESSIONAL ENGINEERING AND DESIGN SERVICES FOR
BIOLOGICAL TREATMENT IMPROVEMENTS PROJECT

RECOMMENDATION

It is recommended that the Board of Directors:

1. Authorize the General Manager to execute Professional Services Agreement with Trussell Technologies in an amount not-to-exceed \$891,100 for design of the Biological Treatment Improvements Project with cost shared between the Recycled Water Program and Wastewater Program; and
2. Discuss and take action as appropriate.

BACKGROUND

In March 2023, San Elijo Joint Power Authority's (SEJPA) Board approved the Phase 4 Capital Projects which included the Biological Treatment Improvements Project (Project) consisting of the following major project scope components:

- Retrofitting and upgrading the aeration basins and secondary clarifiers;
- Addition of new high-speed, energy-efficient blowers, diffusers, and mixers;
- Improve and re-rate capacity of the chlorine contact tank (CCT); and
- Associated electrical and control system upgrades.

This Project will transition the San Elijo Water Campus (SEWC) to more robust biological process that improves effluent quality for both water recycling and ocean discharge. The removal of nitrogen through a biological nitrification/denitrification (NDN) will allow for optimization of the tertiary disinfection process while proactively preparing SEJPA for anticipated nutrient limits on the ocean outfall. The improved secondary effluent quality will relieve stress on existing tertiary filtration systems, allow for more efficient membrane performance, and position SEJPA for future potable reuse.

The project is budgeted at \$10.5 million and has qualified for up to \$2.5 million in federal grant funding. The remaining project cost will be funded by the Wastewater Program and Recycled Water Program in accordance with their respective benefits.

DISCUSSION

In anticipation of this facility improvement project, SEJPA conducted a thorough outreach to the local engineering community including presentations at regional and statewide industry events (e.g., WateReuse San Diego Chapter in February 2023 and California Water Environment Association’s Annual Conference Tour in April 2023). As follow-up to these public events, SEJPA was contacted by and shared project background with ten engineering firms. In May 2023, SEJPA advertised a request for proposals (RFP) through its online procurement portal, Planet Bids. Prospective proposers were given the opportunity to visit the site and discuss the project with SEJPA staff including a formal pre-proposal meeting on June 6, 2023. A total of 7 engineering consulting companies registered as prospective bidders.

SEJPA received two proposals by the due date of June 29, 2023 from (alphabetically): CDM Smith and Trussell Technologies (Trussell). Four other consultants provided formal notice declining to propose, citing current backlog constraints and prior commitment of key staff to other projects. A selection panel consisting of SEJPA staff reviewed the proposals and rated the teams in accordance with the selection process defined in the RFP that included the following criteria (assigned 10 maximum points each): the strength of the project team members, the firm’s experience and technical competence, the approach to the project, and overall firm qualifications and strength. The selection panel’s consensus scoring is represented in **Table 1**.

Staff met with the highest ranked team, Trussell on July 19, 2023 to review scope assumptions, clarify project objectives, and confirm expectations for project delivery. Staff also reviewed the proposed level of effort (labor hours), use of sub-consultants to fulfill the scope, and compared billing rates against typical market rates, determining that the scope, level of effort, and fee are reasonable. Notably, Trussell offered discounted billing rates and reduced subconsultant markup as a demonstration of their continued commitment to SEJPA, an estimated \$90,000 savings compared to their standard fee structure. Based on the outcome of scope and fee negotiations, Staff recommends award of the Design Services to Trussell for a not-to-exceed fee of \$891,100, which is within the amount budgeted for the design of this capital project.

Table 1 – Proposal Rating (Consensus Scoring) and Fee Estimate Comparison

Rating Criteria	Max Score	CDM Smith	Trussell
Strength of Project Team Members	10	6.0	9.7
Firm Experience and Technical Competence	10	8.0	10.0
Approach to the Project	10	7.0	8.3
Overall Firm Qualifications and Strength	10	8.3	9.7
Total	40	29.3	37.7
Proposed Fee Estimate		\$1,151,195	\$891,100 ⁽¹⁾
<i>(1) Fee estimate, revised to match level-of-effort expectations and project budget goals.</i>			

The Trussell team has deep experience at the SEWC, presented a clear understanding of the project benefits, and proposed a tailored approach to meeting our scope, schedule, and budget objectives. Trussell demonstrated strong qualifications and experience with conversion of

conventional activated sludge processes to nutrient removal systems throughout southern California. Furthermore, Trussell has a proven track record at over seven facilities, successfully designing, permitting, and implementing improvements and rerating of existing chlorine disinfection systems to using free chlorine. They proposed an appropriate staffing plan (level of effort and resources) and are committing key personnel with the skillset and commitment most closely aligned with SEJPA's needs for this project. Trussell's team includes Carollo Engineers to provide multi-discipline engineering services, peer-review capabilities, and depth of resources necessary to deliver the design of this complex project.

FISCAL IMPACT

All Project costs will be paid through the Recycled Water Program from capital reserves and Phase 4 Capital Program financing, as necessary. The Wastewater Program will reimburse its share (net of grant funding) through capital cash contributions (pay-go). Recycled Water Program's share (net of grant funding) will be paid out of recently secured private placement loan funds. There are sufficient funds in the Recycled Water Program capital reserves to fund the design at this time.

It is therefore recommended that the Board of Directors:

1. Authorize the General Manager to execute Professional Services Agreement with Trussell Technologies in an amount not-to-exceed \$891,100 for design of the Biological Treatment Improvements Project with cost shared between the Recycled Water Program and Wastewater Program; and
2. Discuss and take action as appropriate.

Respectfully submitted,



Michael T. Thornton, P.E.
General Manager

Attachment 1: Proposal, Scope and Fee Estimate – Trussell Technologies

Trussell



PUZZULLO CONSULTING
CONSTRUCTION PROJECT MANAGEMENT

Design of the Biological Treatment Improvements Project Program No. 13032

June 29, 2023



PREPARED FOR



SAN ELIJO

JOINT POWERS
AUTHORITY

June 29, 2023

Mr. Michael T. Thornton, P.E.
General Manager
San Elijo Joint Powers Authority
2695 Manchester Avenue,
Cardiff by the Sea, CA 92007

**Re: Request for Proposal–Design of the Biological Treatment Improvements Project
(Program Number 13032)**

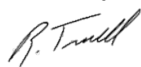
Dear Mr. Thornton,

Trussell Technologies, Inc. (Trussell) is pleased to submit the enclosed proposal in response to the San Elijo Joint Powers Authority (SEJPA) request for proposal to provide Biological Treatment Improvements, dated May 25, 2023. Our team is particularly well-suited to support SEJPA in assessing and implementing biological treatment improvements, as we previously evaluated the feasibility of converting the San Elijo Water Campus (SEWC) from a conventional biological process to a nitrification and partial denitrification (NDN) process (2018 Nitrification Feasibility Study). Trussell also developed the Recycled Water Quality Improvement Plan which outlined a four-phase approach for improving SEWC process performance, achieving future nutrient limits, and positioning SEJPA for a future potable reuse project.

Trussell has provided treatment process support for the San Elijo Joint Powers Authority and the San Elijo Water Campus for over 12 years and as such, has an in-depth understanding of the treatment capabilities of the existing facility. Our partner, Carollo Engineers (Carollo), has worked with SEJPA since 2007 on various projects including the Facility Master Plan, secondary clarifier upgrades, SCADA upgrades, electrical upgrades, ocean outfall reporting, and rate studies. Together, we are able to leverage historical and ongoing SEWC-specific knowledge with unparalleled local experience on all types of reuse, including Title 22 recycled water and potable reuse. The benefits of NDN in the biological treatment process are proven to yield improved effluent water quality and more stable operations which will result in numerous advantages for the design and operation of a future downstream advanced water treatment facility (AWTF) for potable reuse. The Project Team understands the importance of the upstream treatment at SEWC and will ensure that this first project in the four-phase sequence creates a solid foundation for future success.

To support this project, Trussell has elected to waive the subconsultant markup on Carollo's fee estimate. Please feel free to contact me directly if you have any questions regarding our proposal.

Sincerely,

A handwritten signature in black ink that reads "S. Trussell".

Shane Trussell, Ph.D., P.E., BCEE
President
858-314-4134; shanet@trusselltech.com

SECTION I: Identification of Responder

Trussell Technologies Inc. (Trussell) has prepared this proposal in response to San Elijo Joint Powers Authority (SEJPA) request for proposal for the Design of the Biological Treatment Improvements Project (Program Number 13032). This section presents a brief background on Trussell Technologies, Inc., with corporate headquarters located at 224 N. Fair Oaks Ave, Floor 2, Pasadena, CA 91103.

Our Company

Trussell is an environmental engineering firm passionate about developing the best process and water quality solutions. This passion motivates us to tackle complex water challenges with the latest in practice and science. We have earned a reputation for finding cost-effective, practical, and simple solutions to challenging projects.



Our vision is to be the water industry's most trusted partner
by delivering innovative and sustainable solutions

Founded in 2003, Trussell is composed of 39 energetic, highly trained engineers engaged in a range of projects, including the evaluation, design, and permitting of processes for drinking water, water reclamation, potable reuse, and wastewater. Together, we take projects from concept through implementation using experience, applied research and treatability expertise, proven regulatory insight, cutting-edge treatment system design, and real-world operational knowledge. Our reputable team will use innovation to deliver high-quality services that reduce project costs and improve reliability. Trussell operates in the nexus between practice and science, with 10 staff members holding a Ph.D., 15 California-registered professional engineers, and five certified Wastewater and Advanced Water Treatment (AWT) operators. We have successfully completed projects throughout the State of California for a variety of municipal agencies and have unparalleled expertise in solving treatment issues by providing innovative, yet simple solutions.

Trussell Technologies, Inc.	
Office Locations	Oakland, CA Pasadena, CA San Diego, CA
San Diego Office	380 Stevens Ave., Suite 212 Solana Beach, CA 92075 858-458-1030
Years in Business	20 (founded in 2003)
Employees	52 Employees 39 Engineers 15 CA Professional Engineers 10 Ph.D.s 6 BCEEs 5 WW/AWT Certified Operators

The project will be managed from Trussell's San Diego office by Shane Trussell:
 Shane Trussell, Ph.D., P.E., BCEE (President)
 380 Stevens Ave, Suite 212
 Solana Beach, CA 92075
 shanet@trusselltech.com
 858-314-4134

SECTION II: EXPERIENCE AND TECHNICAL COMPETENCE

Listed in this section are relevant project examples to give additional insight into how we can help SEJPA. Each of the five projects includes a reference that can be contacted.

Project Experience

CLIENT

Vallecitos Water District

PROJECT

Title: Meadowlark Secondary and Tertiary Evaluations and Design

Date: 2015-2021

REFERENCE

Matthew Weise

Wastewater Treatment Plant Supervisor

201 Vallecitos De Oro

San Marcos, CA 92069

(760) 744-0460 ext. 411

KEY PERSONNEL & RESPONSIBILITIES

Shane Trussell, Technical Advisor

- Project Management, Technical and Operational Support

Brett Faulkner, Project Manager and Design Lead

- Data Analysis, Operational Support, Biological Modeling, Design Documents, Inspection and Engineering Services During Construction

Eileen Idica, QA/QC

- Design Review



GENERAL WORK PERFORMED

The Vallecitos Water District (VWD) owns and operates the Meadowlark Water Reclamation Facility (MWRF), which is capable of treating up to 5 MGD of wastewater to produce recycled water for local customers. Since 2010, Trussell has worked with the VWD on an assortment of projects including operational support/optimization, filter media design and replacement, coliform evaluation, disinfection system design, secondary process optimization, nutrient removal assessment, and secondary process preliminary and final design.

In 2017, Trussell completed an evaluation and preliminary design that assessed the viability, benefits, and cost associated with retrofitting the existing aeration basins at the MWRF with biological selectors. Anticipated operational and treatment benefits associated with the selectors include biological phosphorus removal and reductions in sludge bulking and chemical coagulant dosing for tertiary filtration. The design included the creation of anaerobic selector zones at the beginning of each aeration basin using non-structural baffles; a compressed gas system was selected to provide mixing with minimal oxygen transfer. Another component of the upgrade was the aeration equipment: the unreliable existing panels were recommended for replacement because they were no longer supplied by the manufacturer. Replacement fine bubble diffusers were selected. In 2019, Trussell developed design documents (i.e., specifications and drawings) for the diffusers, mixing system, and non-structural baffle retrofits. Finally, Trussell retained the services of Ewing Construction Services to create a Level 2 Opinion of Probable Construction Cost, so the Vallecitos Water District could secure an appropriate budget for the project and gauge bid

submittals. Trussell assisted VWD with review of bid submittals from contractors and provided engineering services during construction to ensure the design specifications and performance requirements were met.

In 2015, Trussell designed replacement granular media for the MWRF's filters, developed the technical specifications, and provided construction and operations support during the media replacement. Historically, high doses of coagulant were relied upon to meet Title 22 filter effluent turbidity limits. Trussell identified that the filter media was inadequately sized for effective turbidity removal, so a finer media consisting of sand and anthracite was selected. The media was sized to lower turbidity by achieving fluidization and stratification with the existing backwash rates. Upon determining the preferred media design, Trussell provided technical specifications that described the media and requirements for proper testing and installation. Trussell also performed sieve analyses on the replacement media prior to installation to ensure that it met the design specifications. Trussell provided technical support throughout the installation process by inspecting the underdrains, removing fines, and providing media installation procedures. The new media has reduced coagulant use by 95% and dramatically improved recycled water quality.

CLIENT

City of Los Angeles Bureau of Sanitation

PROJECT

*Title: Hyperion 2035 Program
Implementation Plan
Date: 2019 – present*



REFERENCE

Hubertus (Huub) Cox, Ph.D., P.E.
Division Manager
LA Sanitation and Environment
Water Recycling Implementation Division
1149 South Broadway,
Los Angeles, CA 90015
(310) 648-5001

KEY PERSONNEL & RESPONSIBILITIES

- Shane Trussell, Project Manager
 - Project Management, Technical and Operational Support
- Brett Faulkner, Project Engineer
 - Data Analysis, Operational Support, Biological Modeling
- Shane Bigalow, Project Engineer
 - Electrical Design
- James Doering, Project Engineer
 - Structural Design
- Kevin Slattery, Project Engineer
 - I&C Design

GENERAL WORK PERFORMED

The Hyperion 2035 Program is a multi-billion-dollar investment that will transform the City of Los Angeles's (City's) largest wastewater treatment plant into a world-class recycled water purification facility producing potable water. The Hyperion Water Reclamation Plant (HWRP) is critical to the City's goal of recycling 100% of its wastewater for beneficial reuse by 2035. Trussell is part of the Program Management Support Services (PMSS) team and has been engaged in several aspects of the Hyperion 2035 Program. The

PMSS team has designed a pilot facility and testing and monitoring program for a nitrifying-denitrifying membrane reactor (MBR) process that will replace the existing high-purity oxygen activated sludge process at HWRP to allow for a higher quality feedwater and greater pathogen credits for future potable reuse treatment, while alleviating footprint for the future downstream advanced treatment. The pilot facility will include reverse osmosis (RO) treatment downstream of MBR to inform design and permitting of the future advanced treatment. Trussell is leading efforts to evaluate the RO concentrate water quality and its impacts on compliance with the California Ocean Plan and Hyperion's National Pollutant Discharge Elimination System (NPDES) permit through expected phases of the Hyperion 2035 Program. The PMSS is also completing a series of technical studies that will serve as the basis for defining potable water treatment facilities at HWRP. Trussell is leading the preliminary design efforts for membrane filtration, reverse osmosis, and ultraviolet advanced oxidation processes, considering a combination of indirect and direct potable reuse treatment with a treated water capacity of 230 mgd. Trussell is also leading an assessment of the technical feasibility and economic viability of brine minimization technologies aimed at increasing water recovery through the reverse osmosis process.

CLIENT

City of San Mateo

PROJECT

Title: Free Chlorine Design for MBR Facility

Date: 2019-present

REFERENCE

Azalea Mitch

Director of Public Works

330 W. 20th Avenue,

San Mateo, CA 94403

(650) 522-7303

KEY PERSONNEL & RESPONSIBILITIES

Shane Trussell, QA/QC

- Technical Advisor

Brett Faulkner, Project Engineer

- Biological Treatment and Preliminary Design

GENERAL WORK PERFORMED

The City of San Mateo (City) was improving the San Mateo/Estero Municipal Improvement District WWTP. Significant changes were made for wet weather flow and nutrient removal, including a new membrane bioreactor (MBR) process and wet-weather BioActiflo. Disinfection modifications have focused on achieving compliance with National Pollutant Discharge Elimination System (NPDES) enterococcus and fecal coliform limits. The City was also interested in producing disinfected tertiary recycled water for non-potable reuse; however, the City's chlorine contact basins (CCBs) had insufficient detention time to produce disinfected tertiary recycled water following the Recycled Water Criteria of a 90-minute modal contact time and a minimum CT of 450 mg-min/L. As an alternative to building another CCB or installing ultraviolet (UV) light facilities, the City retained Trussell to furnish a scope of services for an alternative disinfection approach using free chlorine.

With the City's goal of producing 2 to 10 mgd of non-potable recycled water, Trussell reviewed and provided feedback on the 60% design and developed a conceptual design for any additional elements needed to satisfy the Title 22 disinfected tertiary recycled water regulations using low-CT free chlorine disinfection. Trussell developed the critical steps required to produce and distribute disinfected tertiary

recycled water using low-CT free chlorine disinfection, including (1) confirming the regulatory requirements with DDW for this alternative disinfection approach, (2) conforming the design to all recycled water regulatory requirements, and (3) submitting a Title 22 Engineering Report to DDW for review and approval.

CLIENT

Western Municipal Water District

PROJECT

Title: Tertiary CCB Free Chlorine Validation and Operational Tech Support

Date: 2017, 2020-Present

REFERENCE

Tony Pollak
Wastewater Operations Manager
164451 El Sobrante Road,
Riverside, CA 92503
(951) 757-6929

KEY PERSONNEL & RESPONSIBILITIES

Bryan Trussell, Project Manager

- Tracer Test, Free Chlorine Accreditation, Operations Support

Brett Faulkner, Project Engineer

- Data Analysis, Routine Operations Support

GENERAL WORK PERFORMED

Western Municipal Water District operates the Western Riverside County Regional Wastewater Authority (WRCRWA) Treatment Plant. A recent expansion of the WRCRWA Treatment Plant included the conversion of the tertiary ultraviolet light (UV) disinfection system into chlorine contact basins (CCBs). In support of the plant expansion, Trussell conducted a tracer study at the WRCRWA plant to evaluate the hydraulics of the newly constructed CCBs and obtain regulatory approval for free chlorine disinfection. Tracer tests were performed at two different flow rates to characterize system performance under varying flow conditions, and to bracket the design dry weather flow of the CCBs. The tracer tests were conducted following a DDW-approved test protocol developed by Trussell. Trussell completed the tracer studies and prepared a TM summarizing the results of the study and identifying the modal contact time through the CCBs.

Following these successful efforts, Trussell was once again retained to assist in getting DDW to approve an alternative disinfection process using free chlorine. Trussell reviewed the design, historical performance, and water quality of the WRCRWA Treatment Plant and applied the WaterVal validation protocol to recommend a new free chlorine CT requirement. A technical memorandum was prepared including a discussion on integrated control and alarms and submitted to DDW for review. DDW granted conditional approval for the free chlorine disinfection process.

Trussell also conducted bench-scale testing to assess the required CT to achieve compliance with the recycled water total coliform limits. Trussell continues to support WRCRWA by developing an Operations Plan of the free chlorine process to document the control setting and maintenance requirements of the disinfection process.



CLIENT

City of Solvang

PROJECT

Title: Wastewater Treatment Plant Water Quality Project

Phase I (Carollo)

Date: 2020-2022

REFERENCE

Nathan Giacinto

Wastewater Division Supervisor

1644 Oak Street,

Solvang, CA 93463

(805) 688-6997

KEY PERSONNEL & RESPONSIBILITIES

Jeff Weishaar, Project Manager

- Process Design

James Doering, Project Engineer

- Structural Design



GENERAL WORK PERFORMED

The City of Solvang owns and operates a 1.5 million gallon per day (mgd) wastewater treatment plant. The facility includes three sequencing batch reactors for biological treatment of the incoming sewage. The facility was designed and built for BOD removal only, however, the Regional Water Quality Board notified the City in 2019 of plans to amend the operating permit to include nitrogen limits. Carollo assisted the City in modifying the SBR operations to allow for nitrification-denitrification.

Carollo provided planning and final design services to modify SBR operations, upgrade and replace the blowers, diffusers and mixing system associated with the SBR facility. Large bubble mixing was designed to provide mixing during SBR react periods. Diffusers and hybrid blowers were installed to improve dissolved oxygen delivery within the tanks. Carollo provided engineering services during construction to support the City while the project construction was ongoing. The project was successfully completed in March 2022 and Carollo assisted in startup and coordination of the like-new SBR facility.

Additional Project Experience

In addition to the five projects highlighted above, the following project are included to provide SEJPA with additional references demonstrating the Project Team’s expertise:

CLIENT

Padre Dam Municipal Water District;
East County AWP Powers Authority

PROJECT

Title: East County Advanced Water Purification Project
Date: 2013-present

REFERENCE

Seval Sen, P.E.
AWP Engineering Manager
9300 Fanita Pkwy,
Santee, CA 92071
(619) 258-4631



KEY PERSONNEL & RESPONSIBILITIES

- Shane Trussell, QA/QC
- Technical Advisor, Design Review
- Eileen Idica, Project Manager
- Lead Process Design
- Brett Faulkner, Project Engineer
- Startup and Commissioning, Data Analysis, Operations, Design Review
- Jeff Weishaar, Project Manager
- Process Design Review
- James Doering, Project Engineer
- Structural Design Review
- Kevin Slattery, Project Engineer
- I&C Design Review

GENERAL WORK PERFORMED

Padre Dam Municipal Water District is pursuing the expansion of its recycled water program through the East County Advanced Water Purification Program to produce at least 30% of the East County's potable supply. Trussell has been involved with Padre Dam since 2013, with treatment process design of the 100,000 gpd capacity demonstration facility. This project is the first to seek and receive approval from the California Division of Drinking Water for minimum retention times in the groundwater aquifer (2 months). To justify shorter aquifer storage times, Padre Dam and Trussell demonstrated increased pathogen removal through the treatment process. Their novel, cost-effective strategy includes seeking California Division of Drinking Water (DDW) approval for free chlorine disinfection of the recycled water used as feedwater. The team coordinated with both an Independent Advisory Panel (IAP) and DDW to gain approval for the demonstration testing plan, and to update the group with project results during and at the conclusion of the year-long testing.

Trussell and Carrollo currently serve Padre Dam and the East AWP Program as owners agents, supporting the design-build process of the new full-scale 16 MGD WRF, 12.5 mgd AWP, and solids handling facilities.

CLIENT

City of Barstow

PROJECT

*Title: Water Treatment Plant Improvements
Phase I (Carollo)
Date: 2012-2015*

REFERENCE

Kody Tompkins
General Manager of Environmental
Services
220 East Mountain View Street, Suite A
Barstow, CA 92311
(760) 255-5157



KEY PERSONNEL & RESPONSIBILITIES

Jeff Weishaar, Project Manager

- Process Design

James Doering, Project Engineer

- Structural Design

Shane Bigalow, Project Engineer

- Electrical Design

GENERAL WORK PERFORMED

Carollo provided planning and design services to assist the City in developing plans and specifications to provide process improvements and facility rehabilitation at the City's wastewater treatment plant.

With the plant struggling to meet total nitrogen limits and properly process primary and waste sludges, Carollo developed various process improvements. The aeration basin improvements included structural rehabilitation, new baffle walls and influent gates, upgraded turbo blowers, a new diffuser layout and recirculation pumping along with modified process controls.

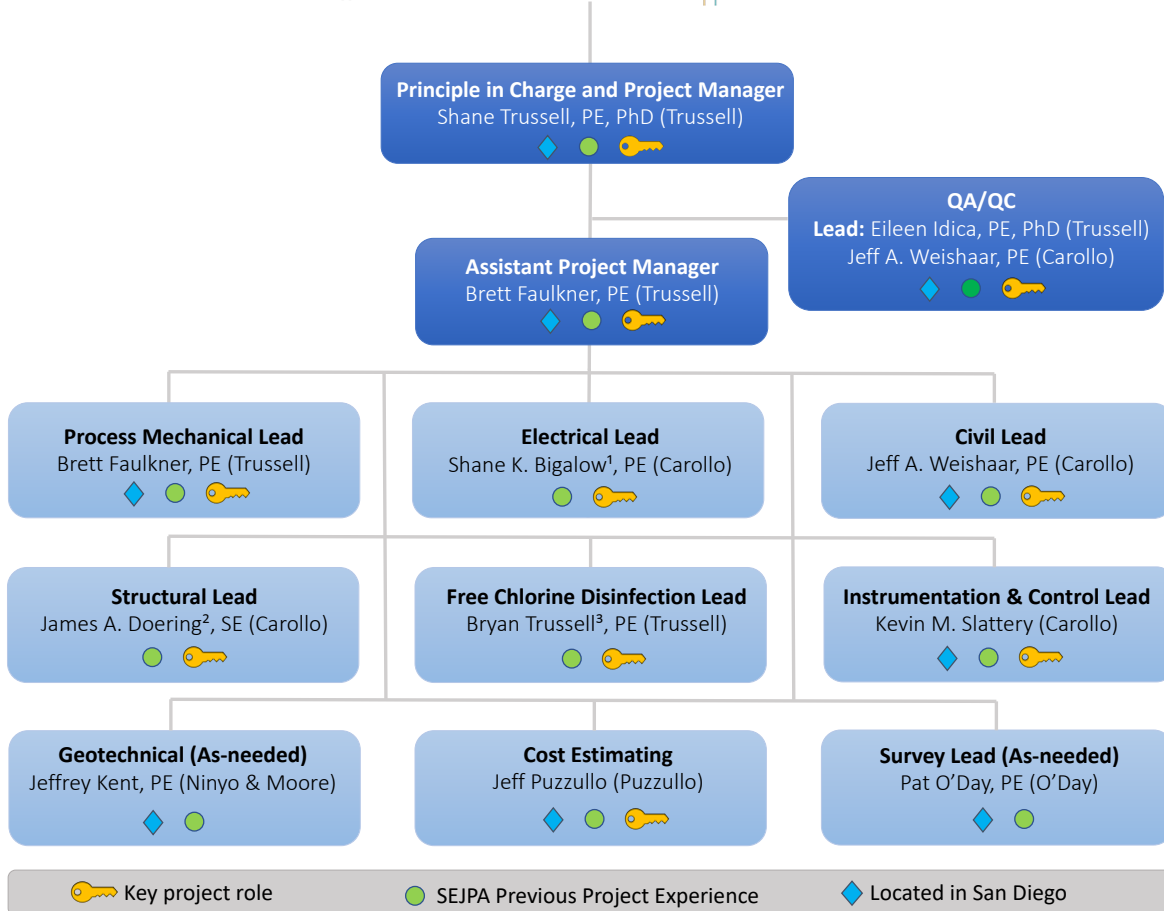
Dewatering improvements installed a new screw press facility and dewatering sludge drying and storage pads. Additional plant improvements include rehabilitation of the gravity thickeners, a new primary effluent pipeline, new generator, and updated electrical and controls.

SECTION III: PROJECT ORGANIZATION AND KEY PERSONNEL

Key Personnel

Our San Diego-based project team is grounded in the fundamentals of biological treatment and has worked with numerous Southern California utilities of all sizes to optimize treatment, identify more efficient operations, and support the implementation of identified upgrades from preliminary design through construction. Trussell will be leading all process mechanical design for the modifications, while Carollo will bring electrical, I&C, and structural engineering capabilities to the Project Team. In addition, Carollo will be providing all CAD drafting services for the design drawings.

Shane Trussell, Trussell’s Principle in Charge, will be the Project Manager and key contact responsible for all communications with SEJPA. Shane is a recognized industry leader in recycled water and potable reuse projects and brings a wealth of technical expertise, as well as a deep understanding of the SWEC processes, to the Project Team. **Eileen Idica** and **Jeff Weishaar** will serve as the Quality Assurance and Quality Control (QA/QC) Advisors and provide a technical review of all project deliverables. **Brett Faulkner** will be the Assistant Project Manager and has extensive experience in wastewater treatment, working with utilities of all sizes throughout Southern California, including extensive experience with the design and operation of the SEWC processes. **Bryan Trussell** will serve as the Free Chlorine Disinfection Lead and has extensive experience with the design and permitting of tertiary free chlorine projects throughout California. The organization chart below establishes the management and control structure to achieve the goals and objectives of the project. Resumes of each project team member can be found in Appendix A.



¹located in Denver, Colorado ²located in Orange County ³located in Pasadena

SECTION IV: PROJECT APPROACH

In the fall of 2021, SEJPA celebrated the ribbon-cutting of the San Elijo Water Campus (SEWC) Improvement Project. This significant capital improvement project included modernization of the operation and administration buildings, stormwater capture facilities, renewable energy systems, and the addition of public amenities along Manchester Avenue and the nearby San Elijo Lagoon. The project represents SEJPA's commitments to environmental stewardship, forward-thinking, and its dedication to serving the people within its surrounding communities. This project, which will include conversion of the SEWC's biological treatment process from conventional activated sludge to a nitrification and partial denitrification (NDN) process, builds upon these values to modernize the wastewater treatment processes, prepare for more stringent effluent discharge regulations, and maximize recycled water production. This project is also a vital first step to position SEJPA for a future potable reuse project, which will supply the north coastal region of San Diego county with a local, sustainable drinking water source. The following section describes the Project Team's approach for delivering the design and engineering services associated with the biological treatment improvements project.

Design Progression:

A critical part of this project is delivering the design on-time to ensure that the project keeps up with grant funding deadlines. The following subsections describe the Project Team's approach to delivering a sound, innovative design in the most efficient manner possible.

Collaborative Workshops to Streamline Review and Refine Design Concepts

Collaboration with a client is key in any project, but becomes of utmost importance during fast-paced design schedules. The first four months are critical to the success of the project: the initial work conducted under Task 2 Pre-design Services will set the foundation for the design via analysis of historical flow and loading data, optimization of the biological model for configuration of the biological treatment process, determination of design criteria, and evaluation of site considerations such as electrical capacity, supervisory control and data acquisition (SCADA) systems, and relocation of the secondary effluent pipeline from Escondido, as well as surveying and geotechnical considerations if needed. In order to maintain the goal of bidding the project's construction within 10 months of notice to proceed, each of these pre-design tasks, which culminate in the development of a Basis of Design Report (BODR), must be extremely efficient. At the same time, it is equally important to ensure that SEJPA staff, including SEWC operations staff, are included in this early decision-making process to design a robust, operator- and maintenance-friendly facility. As such, the Project Team will prepare for and lead a series of



Collaborative workshops will foster SEJPA input and accelerate the design review process to keep the project on schedule.

collaborative workshops with SEJPA to develop and confirm design concepts and assumptions, building upon the work conducted in the Recycled Water Quality Improvement Plan. These workshops will also accelerate the review cycle process by familiarizing SEJPA staff with technical memorandum (TM) contents prior to their review and providing a forum for initial feedback, thus shortening the overall review cycle period. Also, comments received back from SEJPA after each TM workshop and review cycle will be addressed in the BODR submittal, which will also expedite project schedule. We propose the following pre-design workshops:

- Flow and Loading Summary Workshop: The historical and projected flows and loads for the SEWC will serve as the basis for the entire biological treatment process design. Therefore, it is imperative that the Project Team works with SEJPA to ensure that the most accurate flow and load assumptions are used for the design. The Project Team will present all assumed flows and loads for the project, taking into account diurnal and seasonal variations and potential collection system diversions that would impact SEWC capacity and water quality. The relocation of non-nitrified secondary effluent from Escondido to the primary effluent will also be accounted for in the evaluation. Trussell has a deep-rooted knowledge of SEWC's historical flows and influent loading rates and will be able to mobilize quickly on this task.
- Biological Modeling and Process Selection Workshop: After confirmation of the flows and loads presented in the Flow and Loading Summary TM and Workshop, the Project Team will work to optimize a biological model for the SEWC. In 2018, Trussell performed a Nitrification Feasibility Study which included biological modeling of a Modified Ludzack-Ettinger (MLE) process. In this project, the Project Team will update and optimize the existing model with the design flows and loads to confirm an MLE configuration against other configurations such as Bardenpho. Modeling results will be presented and pros and cons of each modeled alternative (capital cost, operation and maintenance (O&M) cost, operability, effluent water quality, etc.) will be discussed.
- Blower, CCB, and Hydraulics Workshops: Findings from the blower sizing analysis, CCB analysis, and the hydraulic considerations associated with the project modifications will be presented in these workshops. The results of the biological modeling will define aeration requirements which will be used to size the aeration blowers. The number, size, and proposed type of blowers to achieve modeled aeration demands will be presented. The biological modeling will also inform plant hydraulics in terms of capacity and return activated sludge (RAS), waste activated sludge (WAS), and internal mixed liquor return (IMLR) flows, which will be summarized and discussed. Due to the conversion to NDN, SEWC will no longer have ammonia present in the filtered water and will switch to free chlorine disinfection which will allow for greatly reduced chlorine contact times (CT) and effectively increase the capacity of the existing CCB. A summary of the proposed CT and flow configuration will be discussed, along with the necessary modifications to the CCB to achieve the appropriate hydraulics.
- Electrical, SCADA, Surveying, and Geotechnical Workshops: Workshops discussing design considerations related to electrical capacity, SCADA and programmable logic controllers (PLCs) will be conducted later in the pre-design process once the major process decisions have been made. Survey and geotechnical considerations will be discussed if necessary as an add-on to other workshops or in a short separate workshop. The Project Team will present any major changes to the electrical demand of the plant and analyze these demands relative to the existing service capacity and the ongoing

planned upgrades to the SEWC electrical system. With respect to the control architecture, the Project Team will present proposed instrumentation and control systems for the improvements and how these will tie in to the existing SEWC PLCs and SCADA. If any geotechnical investigations or surveying are required (not anticipated), a summary of findings will be presented and discussed, and full results provided to SEJPA as described in the proposed scope of services.

- BODR Review Workshop: The BODR will be comprised of all of the content included in the pre-design TMs under Tasks 2.1 through 2.9 as well as other required items (e.g., cost estimate, risk register, permitting list). During the BODR Review Workshop, the Project Team will summarize the design criteria for the improvements and ensure that SEJPA staff is in agreement with all pre-design decisions before proceeding to the 50% design milestone.

In addition to the pre-design workshops detailed above, the Project Team will hold design review workshops at the 50%, 90%, and 100% design submittal milestones to ensure effective collaboration with SEJPA staff (and other involved stakeholders) throughout the entire design process. Bi-weekly project update calls will be held throughout the duration of the design to ensure constant communication and collaboration between the Project Team and SEJPA staff.

50% Through 100% Design Submittals

The pre-design phase through the BODR will provide a solid foundation for the Project Team to hit the ground running with design. Once major design assumptions and process decisions have been made in Task 2, drawings, front-end documents, technical specifications, control narratives, construction schedules, and cost estimates for the NDN and CCB modifications will occur under Task 3. Carollo will leverage the expertise of its in-house CAD drafting capabilities to lead the production of all drawing sheets, which eliminates coordination and production time when interfacing with standalone drafting firms. Specifications produced by the Project Team will follow the latest Construction Specification Institute MasterFormat® conventions, unless otherwise directed by SEJPA.

In-house Capabilities of the Project Team

The Project Team's long-standing knowledge of the SEWC will be indispensable for this project. Trussell's operational knowledge of the facility, in addition to the development of the 2016 Potable Reuse Feasibility Study, 2018 Nitrification Feasibility Study, and 2023 Recycled Water Quality Improvement Plan, allow the Project Team to hit the ground running with respect to process design. Carollo will bring in-house structural and electrical expertise and other subconsultants such as Puzzullo Consulting, Ninyo & Moore, and O'Day Consultants, Inc. will round out the team with cost estimating, geotechnical, and surveying expertise, respectively. All of these firms have had successful project deliveries when working together and will leverage these past experiences to work efficiently on the design of the proposed biological treatment and CCB improvements for SEJPA.

Process Selection/Compatibility and Operability

Trussell and Carollo are treatment process experts: both firms are renowned for our thorough knowledge of the biological, chemical, and physical processes at play for wastewater and recycled water treatment and how to effectively design these into practice. Moreover, Trussell

places an emphasis on utilizing existing infrastructure where appropriate and ensuring that decisions are made with the treatment plant operators at the forefront. The following subsections details the Project Team's understanding and approach to delivering an effective process design.

NDN Design Considerations

An imminent shift towards more stringent effluent nutrient discharge requirements for ocean discharge and enhanced effluent water quality for recycled water production and potable reuse readiness are large drivers for the conversion to an NDN biological process. While the relatively low solids retention time (SRT) associated with the current non-nitrified secondary process at SEWC does have the advantage of lower air demand and aeration volume, conversion to NDN at an SRT greater than or equal to 8 days will provide several benefits including:

- Decreased effluent total nitrogen
- Decreased effluent biological oxygen demand (BOD), total suspended solids (TSS), turbidity, and total organic carbon (TOC)
- Reduced effluent constituents of emerging concern (CECs)
- Reduced downstream membrane fouling
- More robust biological process that will provide more stable water quality and is less susceptible to upsets or washout

Modeling conducted by Trussell for the 2018 Nitrification Feasibility Study concluded that the existing aeration basins and secondary clarifiers provide adequate volume to treat current and expected future flows via an MLE process. The MLE process includes an anoxic zone followed by an aerobic zone, with IMLR to bring nitrate from the end of the aerobic zone back to the heterotrophic denitrifying bacteria in the anoxic zone which convert the nitrate to nitrogen gas. A 4-stage Bardenpho process was modeled to decrease effluent nitrate by approximately 30%, however this comes at the expense of more complex system modifications and operations.

Under Task 2.1 SEWC Treatment Plant Flow and Loading Summary, the Project Team will compile the most recent existing flow and loading projections for the SEWC. In addition, the Project Team will develop a wastewater characterization sampling plan to help fill in knowledge gaps on more detailed wastewater parameters for the influent wastewater as well as the non-nitrified secondary effluent from the Escondido outfall. These data will be analyzed to better define the wastewater fractionations for the optimized biological model. Due to sampling and analysis times, it is possible that the results from the characterization study are delayed past the anticipated SEWC Treatment Plant Flow and Loading Summary TM. If this is the case, the biological model developed within Task 2.2 Treatment Process Confirmation will proceed with existing data in order to progress the predesign. The biological model will then be optimized with the wastewater characterization data when available and these results will be included in the BODR. The impacts from the optimized model are not expected to have large impacts on design, but rather will be used to optimize operating conditions for the process (e.g., mixed liquor suspended solids (MLSS) concentration) since all work will be done on existing basin volumes. The Project Team will also be particularly efficient during these tasks by updating the existing models from the 2018 Nitrification Feasibility Study. In order to help facilitate early coordination on the necessary data for modeling, an example water quality information request and wastewater characterization sampling plan are included in the tables below. The modeling

results will be discussed in a workshop with SEJPA staff to ensure that all pros and cons have been weighed and the optimal biological treatment configuration for SEJPA and its stakeholders is implemented.

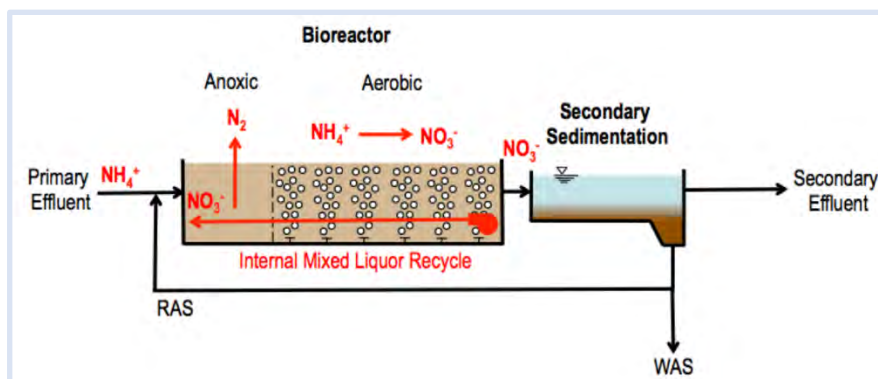
Draft Flow and Loading Data Request

Parameter	Units	Frequency	Duration
Influent, Primary Effluent, Secondary Effluent			
Flow	MGD	Daily	5 years
TSS	mg/L	Daily	5 years
BOD	mg/L	Daily	5 years
COD	mg/L	Daily	5 years
Total Phosphorus	mg/L-P	Daily	5 years
Ortho Phosphorus	mg/L-P	Daily	5 years
Ammonia	mg/L-N	Daily	5 years
TKN	mg/L-N	Daily	5 years
Total Inorganic Nitrogen	mg/LN	Daily	5 years
Nitrite	mg/L-N	Daily	5 years
Nitrate	mg/L-N	Daily	5 years
Alkalinity	mg/L- CaCO ₃	Daily	5 years
pH	-	Daily	5 years
Temperature	F	Daily	5 years
Primary Treatment			
Ferric Chloride Dose	mg/L	Daily	5 years
Activated Sludge			
MLSS (each AB)	mg/L	Daily	5 years
MLVSS	mg/L	Daily	5 years
RAS	MGD	Daily	5 years
Percent return rate	%	Daily	5 years
SRT	days	Daily	5 years
Total Airflow (Aeration Basins)	Million cfd	Daily	5 years
Airflow (BAR)	Million cfd	Daily	5 years
DO (each AB zone)	mg/L	Daily	5 years
Secondary Clarifier			
WAS Flow	gpd	Daily	5 years
RAS or WAS Concentration	mg/L	Daily	5 years
SVI	mL/g	Daily	5 years
Secondary Effluent Turbidity	NTU	Daily	5 years

Draft Wastewater Characterization Sampling Plan on SEWC Influent and the Non-nitrified Secondary Effluent from the Escondido Outfall

Parameter	Units
Influent and Escondido Secondary Effluent	
BOD ₅	mg/L
Soluble BOD ₅ (sBOD ₅)	mg/L
Volatile Suspended Solids (VSS)	mg/L
Chemical Oxygen Demand (COD)	mg/L
Soluble COD (sCOD)	mg/L
Flocculated Filtered COD (ffCOD)	mg/L
TSS	mg/L
TKN	mg/L as N
Soluble TKN (sTKN)	mg/L as N
Ammonia	mg/L as N
Nitrite	mg/L as N
Nitrate	mg/L as N
Orthophosphate	mg/L as P
Total Phosphorus	mg/L as P
Alkalinity	mg/L as CaCO ₃

Since the existing basins can be repurposed, conversion to MLE (if the pre-design modeling confirms this selection) would primarily involve new baffles (structural between the anoxic and aerobic zone, non-structural within the anoxic zone), new diffusers, dissolved oxygen (DO) probes and controllers, anoxic zone mixing, and IMLR pumps and piping. The Project Team anticipates the capacity of the existing turbo blowers will be exceeded with the NDN conversion, and therefore additional turbo blowers will also be included in the design. The preferred approach is to utilize the existing turbo blowers and install additional turbo blowers that will replace the older positive displacement Lamson blowers to increase the overall blower capacity.



The MLE process is a simple, yet effective design that is highly adaptable to SEWC's existing infrastructure.

In general, the NDN process will increase SEWC energy usage via increased aeration demands, so the implementation of energy-efficient equipment can help offset these increases. Ceramic fine bubble disc diffusers are the industry standard and provide excellent performance,

however, high-efficiency panel diffusers will be evaluated. The Project Team will also consider replacing all air control valves with Iris® diaphragm control valves which modulate from the outside-in like a camera lens. This allows for much more precise air control and reduces pressure compared to typical butterfly valves, which optimizes process control and energy use. To achieve complete mixing in the anoxic zone, a compressed gas mixing system is recommended. These systems achieve mixing through controlled bursts of large bubbles via a compressor and solenoid valve system: energy savings can be as high as 60% over traditional diffused aeration or mechanical mixers. In addition, compressed gas mixing systems decrease maintenance complexity when compared to submersed mechanical mixing equipment.

In addition to energy saving equipment, ammonia-based aeration controls (ABAC) will be considered in the design. ABAC utilizes an online ammonia analyzer to trim DO setpoints in the aeration basins, which prevents over aeration and can provide significant energy savings. Furthermore, if the ammonia analyzer detects ammonia leaving the aeration basins, the DO setpoints will automatically increase to maintain complete nitrification. Trussell worked directly with SEJPA on testing Hach's Real Time Control (RTC) system that included ABAC in 2017. The testing did not provide significant benefits for SEWC operating in a non-nitrified state, but has shown to be effective at other local NDN facilities. The proposed approach for ABAC includes adding an additional feedback loop and settings that integrates the ammonia analyzer into the DO controls directly through SCADA rather than utilizing a packaged "black box" control system like Hach's RTC.

The Project Team will also investigate the use of surface wasting and sludge densification systems such as the inDense™ system. Surface wasting promotes better sludge characteristics over time by selectively wasting foam and lighter, less settleable solids (comprised of less desirable aggregates such as filamentous bacteria). When operating at an increased SRT, bulking and foam-causing filaments such as nocardia can be problematic. Addition of a sludge densification system on the surface wasting line would optimize wasting even further: the system would include hydrocyclones which physically force denser flocs to the cyclone walls and down through an underflow system where it would be recycled back to the process as RAS. The lighter solids are pushed upwards to be handled as WAS. The potential benefits for selecting densified sludge include increased oxygen transfer efficiency (resulting in reduced aeration demands and energy costs), enhanced nutrient removal, and increased secondary process capacity.



Energy efficiency and process control for the NDN conversion will be evaluated through equipment such as Sanitaire high-efficiency panel diffusers, Iris® diaphragm valves, and the inDense™ sludge densification system.

Basin Access for Operator Safety

Routine maintenance will require periodic draining of the biological basins and operator access to the basin floor (diffuser replacement, diffuser cleaning, basin cleaning, etc.). Currently, SEWC operations staff perform manual cleans of the aeration diffusers yearly. The Project Team will evaluate different strategies to help address safety concerns associated with accessing basins and the different zones (i.e., anoxic, aeration) within each basin. Some preliminary ideas include modification of the railings with gates and fall protection tether points, installation of permanent ladders, doors in baffles to provide access between zones, and/or in-situ cleaning systems for the aeration diffusers (available for ceramic diffusers only) to minimize the need for access. The Project Team will work with SEJPA staff to weigh these different options to improve accessibility and safety while managing cost.

CCB Design Considerations

Conversion of the biological process to NDN will virtually eliminate effluent ammonia and allow the existing tertiary chloramine disinfection process to be converted to free ammonia disinfection. The minimum CT requirement of 450 mg/L-min for chloramines will no longer be required and will be replaced with a CT of 40 mg/L-min or less with free chlorine using the 2017 Chlorine Disinfection WaterVal Validation Protocol¹. Though free chlorine is highly effective at virus inactivation, it is less effective at total coliform inactivation than chloramination (SEJPA will still need to achieve median total coliform concentrations ≤ 2.2 MPN/100mL over the last seven days). As such, the Project Team will lean on recent experience with free chlorination permitting to ensure that the design will include the necessary CT to reliably achieve the total coliform requirement. As highlighted in the table below, Trussell has successfully supported the conditional approval of free chlorine as an alternative disinfection process at seven facilities throughout California. Pursuant to the WaterVal Protocol, DDW has adopted the use of T₁₀ contact time (the time it takes 10% of the flow to exit the CCB) to measure the exposure time to free chlorine and the T₁₀ must be demonstrated via tracer study. To support permitting efforts

¹ WaterSecure 2017, Chlorine Disinfection, WaterVal validation protocol, Australian WaterSecure innovations Ltd, Brisbane.

during and after construction² Trussell is qualified to develop a tracer study protocol for DDW approval, lead the tracer study upon completion of the CCB modification, and provide a final report to DDW to facilitate final regulatory approval for operation. The tracer study results would be analyzed to 1) determine the T_{10} contact time, 2) determine the mass of tracer recovered, and 3) detail the observed baffling factor for the CCB.



Samples from a Trussell-led CCB tracer study

The over ten-fold reduction in CT with free chlorine disinfection will allow SEJPA to increase capacity in the existing CCB while also freeing up space in the existing CCB to utilize as recycled water storage. In Task 2.4 CCB Configuration, the Project Team will revisit the preliminary design assumptions made in the 2023 Recycled Water Quality Improvement Plan, including the CT assumptions for of membrane filtered and granular media filtered flows and the required CCB volumes for different flows and filtered water qualities. The conversion of the existing CCB to a low-CT free chlorine system simply involves removal of three stoplogs, addition of three non-structural baffles for improved hydraulics, and addition of a new weir. A new ammonia analyzer will be added to the CCB feed to monitor for ammonia breakthrough: presence of ammonia would reveal that a spike of ammonia and/or improper dosing of free chlorine was occurring, both of which would indicate that the free chlorination is not occurring as designed and permitted, allowing operators to take immediate action. Carollo will lead the structural analysis associated with the CCB modifications, including an investigation of the structural implications regarding the connection of the CCB to the existing pump station wet well.

² Permitting support may be added via amendment, if necessary, to the initial design services contract per page 6, b) of the RFP

Trussell is an industry-leader in the growing field of low-CT free chlorine disinfection for tertiary-treated recycled water, and has supported its approval at seven facilities across California. Validation support for four additional facilities for Eastern Municipal Water District will commence this year.

Project (Client)	Year Approved	Free Chlorine CT (mg-min/L)	WaterVal Validation	Operations Plan	Title 22 Engineering Report	Coliform Testing	Tracer Testing
Indirect Potable Reuse Full Advanced Treatment Demo Project (Padre Dam)	2016	9			✓		✓
South Bay Water Recycling Tertiary Treatment Evaluations (San Jose)	2022	9			✓	✓	✓
Tertiary Free Chlorine Disinfection Demonstration Brentwood Wastewater Treatment Plant (Brentwood)	2018	9			✓	✓	✓
Title 22 Disinfected Tertiary Recycled Water Support Services (San Mateo)	2022	9	✓		✓		
WRCRWA Treatment Plant Free Chlorine Disinfection (Western MWD)	2021	34	✓	✓		✓	✓
Western Water Recycling Facility Chlorine Contact Basin Tracer Study (Western MWD)	2018	N/A					✓
RP-1 and RP-4 Low-CT Free Chlorine Disinfection Regulatory Support (IEUA)	2021	41	✓	✓			
RP-5 Expansion Title 22 Engineering Report Update & Free Chlorine Disinfection Support (IEUA)	TBD	21	✓		✓		
Alternative Disinfection Assessment and Regulatory Support (El Toro)	TBD	18	✓				✓
Chlorine Contact Basin Re-rating Study for Four Regional Water Reclamation Facilities (EMWD)	TBD	TBD	✓			✓	✓

Rerouting of Supplemental Flow

Currently a portion of non-nitrified secondary effluent from the outfall is diverted to SEWC to supplement recycled water production each summer. The supplemental flow is diverted to secondary clarifier 5 and blends with SEWC secondary effluent upstream of tertiary treatment. Since the supplemental flow contains significant concentrations of ammonia, it will need to be rerouted upstream of the aeration basins as part of the NDN retrofit. Trussell will model scenarios to identify any impacts from the supplemental flow on treatment performance and Carollo will lead the design of the new yard piping and interconnections.

Maintenance of Plant Operations during Construction and Process Startup

Maintenance of plant operations (MOPO) during construction and startup is critical to ensure that SEJPA can continue to treat influent wastewater and meet recycled water demands. In terms of the biological process, the SEWC currently includes four total basins, two of which are not currently equipped and are not in use. A suitable strategy for construction sequencing would be to equip the non-operational basins with NDN modifications while keeping the existing two basins under normal operation. Once the NDN modifications have been made to the first two basins, primary effluent will be directed to these modified basins and demolition/modification of the other two basins will commence. The advantage of the proposed NDN modifications is that the basins can continue to operate at low SRTs in a non-nitrified mode. Once all four basins have been modified, SEWC operations staff can then begin to shift into NDN-mode by raising the SRT with all basins online. In terms of the CCB modifications, it is inevitable that SEWC operations staff will have to encounter a period of downtime without chlorine disinfection during construction. To minimize impacts, construction sequencing should prioritize CCB modifications occurring during the winter months when recycled water demands are low, if possible.



Continuous operation of the secondary process will be maintained throughout construction.

Risk Management

Every large capital improvement project comes with risks, and the Project Team will utilize our recent industry experience from similar project deliveries to help mitigate these risks. Unfortunately, post-COVID era supply chain issues continue to challenge the water and wastewater treatment industry. The Project Team will aim to specify equipment options that are standard, off-the-shelf components or system packages, being sure to avoid custom equipment or any particular equipment that is known to experience longer lead times. A preference may be given to equipment that can be sourced domestically or serviced locally, to reduce downtime due to non-domestic issues. In terms of minimizing design delays, the workshop approach discussed above will be instrumental in keeping SEJPA involved in the decision-making process and expediting pre-design and design reviews. To the extent possible, the Project Team will also utilize existing geotechnical reports and surveys from recent SEWC construction, but will have geotechnical and surveying subconsultants on board and ready to engage in the project as-needed. To streamline permitting associated with the CCB, Trussell is capable of assisting with the development of a tracer study test plan during construction and conducting the tracer study immediately following construction to characterize and secure DDW-approval most efficiently, should these tasks be needed.

Level of Effort

Task No.	Staff Classification	Trussell						Total Labor Hours
		Principal III	Principal II	Sup Eng II	Sup Eng I	Eng I	Sen Office II	
1	Project Management	46	52	58	70	72	24	322
1.1	Management	12		24	36	72	24	168
1.2	Meetings	34		34	34			102
1.3	Quality Control		52					52
2	Pre-Design Services	40	44	142	204	220	0	650
2.1	SEWC Treatment Plant Flow and Loading Summary	6		20	20	40		86
2.2	Treatment Process Confirmation	6		40	52	90		188
2.3	Hydraulics Analyses	4		20	4	30		58
2.4	CCB Configuration	6	24	8	48			86
2.5	Blower Sizing and Configuration	4		16	24			44
2.6	Electrical Service and Capacity	2		6				8
2.7	Process Control and SCADA Implications	4	8	8	16			36
2.8	Surveying (As-needed)							0
2.9	Geotechnical (As-needed)							0
2.10	Basis of Design Report	8	12	24	40	60		144
3	Design	48	0	152	200	180	0	580
3.1	50% Design Submittal	24		80	100	80		284
3.2	90% Design Submittal	16		48	60	60		184
3.3	100% / Construction Documents	8		24	40	40		112
4	Bid Phase Services	28	0	52	56	0	0	136
4.1	RFI and Addendums	8		16	24			48
4.2	Pre-Bid Meeting	4		4	4			12
4.3	Bid Evaluation	12		24	16			52
4.4	Conformed Construction Documents	4		8	12			24
5	Engineering Services During Construction							0
5.1	To be negotiated prior to construction							0
TOTAL		162	96	404	530	472	24	1688

Task No.	Staff Classification	Carollo								Total Labor Hours
		Senior Professional	Lead Project Professional	Project Professional	Professional	Assistant Professional	Senior Technician	Technician	Document Processing	
1	Project Management	22	96	20	20	0	0	0	0	158
1.1	Management		36							36
1.2	Meetings	10	40	10	20					80
1.3	Quality Control	12	20	10.00						42
2	Pre-Design Services	12	20	28	120	44	16	48	16	304
2.1	SEWC Treatment Plant Flow and Loading Summary									0
2.2	Treatment Process Confirmation									0
2.3	Hydraulics Analyses									0
2.4	CCB Configuration	4	8		12					24
2.5	Blower Sizing and Configuration									0
2.6	Electrical Service and Capacity		8	16	40				8	72
2.7	Process Control and SCADA Implications		4	12	36				8	60
2.8	Surveying (As-needed)	2			4					6
2.9	Geotechnical (As-needed)	2			4					6
2.10	Basis of Design Report	4			24	44	16	48		136
3	Design	26	100	122	240	244	412	548	58	1750
3.1	50% Design Submittal	8	36	30	100	92	144	200	22	632
3.2	90% Design Submittal	12	38	60	106	112	204	260	24	816
3.3	100% / Construction Documents	6	26	32	34	40	64	88	12	302
4	Bid Phase Services	0	18	0	36	24	20	48	0	146
4.1	RFI and Addendums		12		24		12	24		72
4.2	Pre-Bid Meeting		2		4					6
4.3	Bid Evaluation									0
4.4	Conformed Construction Documents		4		8	24	8	24		68
5	Engineering Services During Construction	0	0	0	0	0	0	0	0	0
5.1	To be negotiated prior to construction									0
TOTAL		60	234	170	416	312	448	644	74	2358

SECTION V: CONSULTANT SCHEDULE ESTIMATE

No.	Tasks	Aug-2023	Sep-2023	Oct-2023	Nov-2023	Dec-2023	Jan-2024	Feb-2024	Mar-2024	Apr-2024	May-2024	Jun-2024	Jul-2024	Aug-2024
Task 1 - Project Management														
1.1	Management	[Bar chart showing activity from Sep-2023 to Aug-2024]												
1.2	Meetings	[Bar chart showing activity from Sep-2023 to Aug-2024]												
1.3	Quality Control	[Bar chart showing activity from Sep-2023 to Aug-2024]												
Task 2 - Pre-design Services														
2.1	SEWC Treatment Plant Flow and Loading Summary	[Bar chart with star and diamond markers]												
2.2	Treatment Process Confirmation	[Bar chart with star and diamond markers]												
2.3	Hydraulic Analysis	[Bar chart with star and diamond markers]												
2.4	CCB Configuration	[Bar chart with star and diamond markers]												
2.5	Blower Sizing and Configuration	[Bar chart with star and diamond markers]												
2.6	Electrical Service and Capacity	[Bar chart with star and diamond markers]												
2.7	Process Control and SCADA Implications	[Bar chart with star and diamond markers]												
2.8	Surveying	[Bar chart with star and diamond markers]												
2.9	Geotechnical	[Bar chart with star and diamond markers]												
2.10	Basis of Design Report	[Bar chart with star and diamond markers]												
Task 3 - Design														
3.1	50% Design Submittal	[Bar chart with star and diamond markers]												
3.2	90% Design Submittal	[Bar chart with star and diamond markers]												
3.3	100% Design Submittal/ Construction Documents	[Bar chart with star and diamond markers]												
Bid Period														
Task 4 - Bid Phase Services														
4.1	RFI and Addendums	[Bar chart showing activity in Jul-2024]												
4.2	Pre-Bid Meeting	[Bar chart showing activity in Jul-2024]												
4.3	Bid Evaluation	[Bar chart showing activity in Aug-2024]												
4.4	Conformed Construction Documents	[Bar chart showing activity in Aug-2024]												

★ = Collaborative Workshop

◇ = Submittals

SECTION VI: CONSULTANT COMMENTS TO SAMPLE AGREEMNT

Trussell has reviewed the Professional Services Agreement and accepts all provisions. No alternative language is proposed.

APPENDIX A: RESUMES



Shane Trussell, Ph.D., P.E., BCEE

EDUCATION

- Ph.D. Civil and Environmental Engineering, *University of California, Berkeley*
- M.S., Civil and Environmental Engineering, *University of California, Los Angeles*
- B.S., Chemical Engineering, *University of California, Riverside*

REGISTRATION

- Civil Engineer, State of California-No. 66887

CERTIFICATIONS

- Board Certified Environmental Engineer, American Academy of Environmental Engineers – No. 11-10042
Specialty: Water Supply & Wastewater

SUMMARY

R. Shane Trussell is the President and Chief Executive Officer of Trussell Technologies, Inc. Dr. Trussell is a registered Civil Engineer in the State of California with more than 20 years of hands-on experience with the processes used to treat water, wastewater, and potable reuse. Dr. Trussell has extensive involvement in numerous potable reuse projects throughout the state, ranging from feasibility studies and pilot testing to design and regulatory permitting. Dr. Trussell led two major research efforts funded by the WaterReuse Research Foundation (now Water Research Foundation): WRRF 11-02 (Equivalency of Advanced Treatment Trains for Potable Reuse) and WRRF 14-12 (Demonstrating Redundancy and Monitoring to Achieve Reliable Potable Reuse), with a combined project budget total of \$3.4 million, to advance the implementation of potable

reuse in California. Recently, the State Water Board selected Dr. Trussell to co-lead a state-funded project to evaluate strategies for dealing with peaks of chemical contaminants. The State Board is now using the findings from this research to develop statewide regulations for DPR. Dr. Trussell is an industry leader in potable reuse and developing water supplies, leading innovative, effective engineering and research projects throughout California.

PROJECT EXPERIENCE

City of Buena Ventura / Kennedy Jenks Ventura Water Reclamation Facility MBR/UV Project

Date: 2022-present

The City of San Buenaventura (City) selected Kennedy Jenks and Trussell to develop the design for the upgrade and expansion of its existing Ventura Water Reclamation Facility (VWRF) to include improved biological nutrient removal (BNR) basins, membrane bioreactors (MBR), and ultraviolet (UV) disinfection. Trussell is the process design lead on the project for the BNR, MBR, and UV processes. Trussell analyzed historical plant operating data to develop biological models of the facility improvements which served as the basis for basin sizing, blower sizing, aeration grid coverage, and chemical use for denitrification to achieve stringent effluent nitrate criteria. Additional sampling is also being conducted on the existing primary effluent and centrate to better characterize the inputs and assumptions of the model (e.g., fractionations) and optimize the model and resulting biological design, as needed. Trussell is currently leading efforts for pre-selection of the MBR and UV equipment and will continue to lead the process design through the 30%, 60%, 90% and final design submittals.

Role: Project Manager

Vallecitos Water District Aeration Basin Improvement Design Year: 2018 - 2021

Trussell completed an evaluation and preliminary design that assessed the viability, benefits, and cost associated with retrofitting the existing aeration basins at the Meadowlark Water Reclamation Facility (MWRF) with biological selectors. To do this, biological modeling was performed. Anticipated operational and treatment benefits associated with the selectors include biological phosphorus

removal and reductions in sludge bulking and chemical coagulant dosing for the tertiary filters. The anaerobic selector zones at the beginning of each aeration basin were created using non-structural baffles; a compressed gas system provides mixing with minimal oxygen transfer. Another component of the upgrade was the aeration equipment: the previous panels were replaced because they were unreliable and no longer supplied by the manufacturer. New fine bubble diffusers were also installed. Trussell assisted with the procurement of nitrate and total suspended solids probes to provide real-time process control and monitoring of the activated sludge process. In addition, Trussell developed final design documents (i.e., specifications and drawings) for the diffusers, mixing system, and non-structural baffles. During construction, Trussell provided engineering services including responding to requests for information, reviewing submittals, inspecting installation, and coordinating equipment testing and startup.

Role: *Technical Advisor*

City of San Diego/Stantec

Title: Pure Water San Diego Program

Year: 2015-present

Trussell is part of a consulting team including Stantec (formerly MWH) and Brown and Caldwell, and working with the City of San Diego to implement the Pure Water Program. The goal of the Pure Water Program is to develop a 30-mgd capacity potable reuse water purification facility that is operational by 2025, and with a long term goal of having one-third of San Diego's drinking water supply (approximately 83 mgd) be purified potable reuse water. Trussell is currently supporting this effort with regulatory guidance for permitting potable reuse facilities for source water augmentation, predesign of the North City Advanced Water Purification Facility (NCAWPF) for two treatment train options, and pre-qualification and pre-selection testing for major equipment capital purchases including the microfiltration/ultrafiltration (MF/UF), reverse osmosis (RO), and ultraviolet light/advanced oxidation process (UV/AOP) systems. Dr. Trussell is leading the regulatory effort, including interfacing with the independent project advisory panel and working with experts and the City to develop a sound strategy for permitting the future facilities.

Role: *Project Manager*

San Elijo Joint Powers Authority

San Elijo Water Reclamation Facility Operations Plan, Operational Support, Secondary Improvements, and Recycled Water Expansion Year: 2008-present

Since 2008, Trussell has worked with the San Elijo Joint Powers Authority (SEJPA) on an array of projects related to secondary process optimization, recycled water expansion design, tracer and disinfection studies, instrumentation trials and integration, reverse osmosis membrane procurement/installation, and potable reuse planning. Trussell developed an operations plan in 2011 that established operational guidelines to optimize treatment at the San Elijo Water Reclamation Facility (SEWRF). Over two years of daily plant data and industry standards were analyzed to establish guidelines for operations staff to efficiently operate and manage the treatment plant. Three subsequent updates have incorporated additional review of process data and refined operational guidelines to further optimize the facility's performance and ensure it reflects the latest practices. Additional efforts include support for a trial of online instrumentation to enhance secondary process controls at the SEWRF and a capital improvement planning evaluation that developed four phases of facility upgrades that will allow SEJPA to pursue potable reuse. The planned upgrades include 1) secondary treatment upgrades to fully nitrify, 2) replacement of granular media filters with membrane filtration, 3) potable reuse, 4) potable reuse expansion.

Role: *Project Manager*



Brett Faulkner, P.E.

EDUCATION

- M.S., Environmental Engineering, San Diego State University
- B.S., Civil Engineering, University of Colorado

REGISTRATION

- Civil Engineer, State of California – No. 87912

CERTIFICATION

- Grade III Wastewater Treatment Plant Operator—Certificate Number 41525

SUMMARY

Brett Faulkner is a registered professional engineer in the state of California with over thirteen years of experience from numerous wastewater, recycled water, and potable reuse projects. Mr. Faulkner's expertise is in water and wastewater treatment processes with an emphasis on process design and optimization. Mr. Faulkner also operated the City of San Diego's Pure Water Demonstration Facility (PWDF) as a certified Grade 3 wastewater operator in the State of California for over 2 years. The PWDF has a production capacity of 1 MGD and includes ozone, biologically activated carbon filtration, membrane filtration, reverse osmosis, and UV advanced oxidation. Mr. Faulkner is skilled in GPS-X, a dynamic wastewater simulation modeling software, and has utilized biological modeling to assist in the evaluation, optimization, and/or sizing of biological treatment processes at more than 10 facilities ranging from 3 to 300 MGD. Mr. Faulkner currently provides routine operational support and/or as-needed engineering services to 5 wastewater agencies.

PROJECT EXPERIENCE

Rancho California Water District

Title: SRWRF Aeration Evaluation and Blower Replacement

Date: 2015-2018, 2023

Rancho California Water District (RCWD) owns and operates the Santa Rosa Water Reclamation Facility (SRWRF) in Murrieta, California. Trussell Technologies Inc. (Trussell) used the wastewater modeling software GPS-X to evaluate the efficiency of the jet aeration equipment and estimate potential cost savings if the aeration equipment were to be replaced. The evaluation showed potential for significant savings, improved process performance, and a substantial increase in treatment capacity from upgrading the aeration equipment to fine bubble diffusers, new blowers, and implementing DO control. Trussell procured equipment recommendations and cost estimates from three competing manufacturers for blower and fine bubble aeration equipment upgrades. Trussell was retained by RCWD in an owner's rep role to oversee the design. Trussell performed revised modeling for peak conditions to determine required airflow and the appropriate blower sizing criteria that resulted in efficient operation at current conditions and handling of peak design loads in the future. Construction was completed in 2022 and a recent evaluation performed by Trussell showed over 30% energy savings from the upgrades and improved effluent water quality.

Role: *Project Engineer*

San Elijo Joint Powers Authorities

Title: Process Optimization Plan and As Needed Assistance

Date: 2008-Present

San Elijo Joint Powers Authority (SEJPA) owns and operates the San Elijo Water Reclamation Facility (SEWRF) in Cardiff By the Sea, California and produces up to 3 MGD of recycled water. Trussell Technologies worked with SEJPA to develop an operations plan for the whole facility to improve treatment, eliminate guesswork, and minimize the operating cost of the SEWRF. Our staff also provided the SEJPA with the conceptual design for their 0.5 MGD MF/RO demineralization facility that has been operating since 2013. Trussell Technologies has also provided ongoing technical support and recommendations for the MF and RO operation and maintenance procedures. Our recommendations to MF and RO operations ensured that membrane processes operate stably and are able to rebound in performance quickly

during any challenging water quality events. The biological part of the operations plan resulted in more consistent and effective biological treatment that produces non-nitrified secondary effluent typically below 3 NTU, and improvements to the chemical dosing and feed logic that have reduced alum and polymer use by over 95%. The operations plan has been updated every few years to reflect current plant performance and operating practices. The most recent version of the operations plan was updated in 2020. Trussell also provides as needed engineering services to assist operations and provide guidance and support.

Role: *Project Engineer*

Vallecitos Water District

Title: *Aeration Basin Improvement Design*

Date: *2018-2021*

Trussell completed an evaluation and preliminary design that assessed the viability, benefits, and cost associated with retrofitting the existing aeration basins at the Meadowlark Water Reclamation Facility (MWRf) with biological selectors. There are anticipated operational and treatment benefits associated with the selectors, including biological phosphorus removal and reductions in sludge bulking and chemical coagulant dosing for tertiary filtration. The anaerobic selector zones at the beginning of each aeration basin were created using non-structural baffles; a compressed gas system provides mixing with minimal oxygen transfer. Another component of the upgrade is the aeration equipment: the unreliable existing panels were replaced because they are no longer supplied by the manufacturer. New fine bubble diffusers were installed. Trussell also assisted with the procurement of nitrate and TSS probes to provide real-time process control and monitoring of the activated sludge process. Brett lead the production of final design documents (i.e., specifications and drawings) that were developed for the diffusers, mixing system, and non-structural baffles. Finally, Trussell provided engineering services during construction, which included responding to RFIs, reviewing submittals, inspecting installation, and coordinating equipment testing and startup.

Role: *Project Manager, Design Lead*

City of Santa Barbara

Title: *Engineering Services for Membrane Filtration Facility*

Date: *2016-present*

In the winter of 2015, the City of Santa Barbara commissioned a 3-mgd tertiary facility to produce recycled water using membrane filtration (MF). After experiencing issues with MF production, the City retained the services of Trussell to help ensure that recycled water requirements can be reliably achieved. Trussell has been working to analyze and track wastewater process parameters at the El Estero Wastewater Treatment Plant and has been engaged in process operations in order to best manage the feedwater quality supplying the MF system. Trussell has also been involved in the optimization of MF system cleaning procedures and has led discussions between the City and the MF system supplier to implement modifications and improvements to the MF system. Trussell continues to be involved in routine operational support for the facility where process optimization and implemented modifications have led to the reliable achievement of MF production requirements. Routine support is provided through an as needed engineering services contract and includes monthly analysis of all process and water quality data and calls with operations staff to discuss the treatment performance and determine operational recommendations.

Role: *Project Engineer*

City of San Diego Water Planning Department

Title: *Implementation of Extended Testing of Advanced Water Purification Facility (AWPF)*

Date: *2013-2015*

Mr. Faulkner operated and conducted testing of additional advanced treatment barriers specific to potable reuse using the City's 1 MGD Pure Water Demonstration Facility. The project team built upon a National Water Research Institute (NWRI) Panel's recommendations for treatment and monitoring needs associated with potable reuse. Ozone and biologically activated carbon (BAC), applied upstream of MF/UF and RO, was investigated as a means of providing additional disinfection credits for virus and protozoa, removing contaminants of emerging concern (CECs), and potentially reducing organic fouling of the membrane systems. Mr. Faulkner was the lead operator for the extended testing project, performed the majority of maintenance and repairs for the facility, and was available on-call to address and troubleshoot any operational issues through the duration of the project.

Role: *Project Engineer/Operator*



Eileen Y. Idica, Ph.D., P.E.

EDUCATION

- Ph.D. Civil & Environmental Engineering, *University of California, Los Angeles*
- M.S. Civil & Environmental Engineering, *University of California, Los Angeles*
- B.S. Civil & Environmental Engineering, *University of California, Berkeley*

REGISTRATION

- Civil Engineer, State of California – No. 79662

SUMMARY

Dr. Eileen Y. Idica is a Principal Engineer at Trussell Technologies with over 15 years of experience in the civil and environmental engineering. Eileen's recent experience has focused on supporting utilities in regulatory permit development, compliance, and reporting for the California Division of Drinking Water and Regional Water Quality Control Boards, particularly for potable reuse via surface water augmentation (under the new 2018 regulations) and groundwater replenishment (under the newer 2014 regulations). Eileen also frequently works in the owner's advisor role to review and provide technical recommendations during the design process for traditional design bid build projects and alternative delivery methods (such as design build and progressive design build) for reuse facilities, and during the construction, startup and commissioning processes to ensure the procurement of reliable and efficient equipment and treatment systems, and to streamline regulatory compliance and reporting.

PROJECT EXPERIENCE

City of Oceanside

Title: Pure Water Oceanside Advanced Water Purification Facility and Plant 2 Nitrification-Denitrification Upgrade Startup Support

Year: 2021 - Present

Trussell Technologies is currently supporting the implementation of the City of Oceanside's Pure Water Program. Pure Water Oceanside is a ground water recharge potable reuse facility that produces up to 4.5 MGD of purified water for injection into the Mission Basin. Construction of the facility began in 2018 included retrofit and expansion of the existing San Luis Rey Water Reclamation Facility Plant 2 to an 8 mgd Nitrification-Denitrification (NDN) facility and construction of a new Advanced Water Purification Facility (AWPF). Plant 2 was started up in the fall of 2021 and the AWPF began producing water for groundwater injection at the end of 2021. Trussell has supported the City with biological process startup to produce acceptable water quality for the AWPF feed water, as well as ongoing process optimization support at both the San Luis Rey Wastewater Reclamation Facility and at the AWPF. Trussell helped to train operators to receive the CA-NV American Water Work Association's Grade 3 Advanced Water Treatment Operator Certification in preparation for AWPF operation. Trussell continues to assist Oceanside in DDW and RWQCB regulatory reporting requirements, including the Operation Optimization Plan and monthly, quarterly and annual reporting. Eileen manages onsite activities by Trussell staff (which includes operator training, direct operator support, and troubleshooting), and directly advises the City on operations to maintain DDW and RWQCB compliance, which includes identifying issues and opportunities for optimization at each compliance point.

Role: *Project Manager*

Padre Dam Municipal Water District and the East County Advanced Water Purification Joint Powers Authority

Title: East County Advanced Water Purification Project

Date: 2013 - present

The East County Advanced Water Purification Project is a potable reuse project in East San Diego County and is a collaborative effort among Padre Dam Municipal Water District, San Diego County Sanitation District, the City of El Cajon, and Helix Water District. The East County AWP Project began with efforts by Padre Dam to develop the project concept, including the construction of a 100,000 gpd demonstration facility at the Ray Stoyer Water Reclamation Facility. Eileen developed the process mechanical design of the demonstration facility for the free chlorine pipeline contactor, membrane filtration system, reverse osmosis system, UV/AOP unit, various water quality online instrumentation, and chemical feed systems through final specifications and engineering drawings. The facility was procured through a design-bid-build method, with Trussell support through construction, and the demonstration facility began operating in March 2015. Various testing investigations, led by Trussell, have taken place at the demonstration facility, including a year of intensive testing for potable reuse feasibility – including MS2 challenge testing to demonstrate free chlorine effectiveness in a new application, reverse osmosis and brine minimization testing – which has led to an unprecedented 95% recovery demonstrated through the closed circuit RO configuration, and preformed chloramines – which required modification of the demonstration facility chemical feed systems and control logic in order to meet non-detect levels for two trihalomethanes. Eileen has supported Padre Dam and the JPA in utilizing these testing results to define the full-scale 12.5 mgd production capacity treatment design through an initial basis of design report, preselection of membrane filtration modules, among other activities. Eileen is currently supporting the project as the permitting advisor to ensure the progressive design builders will provide a new water recycling facility, advanced water purification facility, and supporting facilities that allow the JPA to efficiently and reliably meet State Water Board regulations. The project is currently at the 100% design level and actively working through the various permitting requirements with DDW and RWQCB, as well

as with input from the Independent Advisory Panel.

Role: *Project Engineer and Deputy Project Manager*

City of San Diego

Title: *Pure Water San Diego Program*

Date: *2013 - present*

Since 2008, Trussell has had a long history supporting the City of San Diego with their water research program dedicated to evaluating potential local water supplies, determining optimal water quality criteria, and research to develop accurate treatment cost estimates. More recently, since 2013, Trussell has supported the development of the North City facilities (34 mgd production capacity) as part of Phase 1 of the Pure Water Program. Trussell has performed the following tasks for the City under a variety of contracts and projects:

- Procured and oversaw installation of 1.5-mgd capacity ozone system (generation and contactor) and biologically active carbon filtration system into the Pure Water Demonstration Facility in 2013
- Operation of the Pure Water Demonstration Facility from 2013 to 2017, consisting of 1 mgd production capacity MF/UF-RO-UVAOP treatment train
- Led treatment process decisions for the 10% and 30% Basis of Design Report for the North City Pure Water Facility
- Led membrane filtration system prequalification process, including pilot testing for selection criteria
- Water Research Foundation Reuse 14-12 Project, funded by California State Proposition 84 to demonstrate treatment redundancy and monitoring to achieve reliable potable reuse in 2015

Role: *Project Engineer and Deputy Project Manager*



C. Bryan Trussell, P.E., BCEE

EDUCATION

- M.S., Environmental Engineering, *University of Illinois at Urbana-Champaign*
- B.S., Environmental Engineering, *University of California, Berkeley*

REGISTRATION

Civil Engineer, State of California – No. 71468

CERTIFICATION

Board Certified Environmental Engineer, American Academy of Environmental Engineers – No. 13-10027

Specialty: Water Supply & Wastewater

SUMMARY

Bryan Trussell has a B.S. in Civil Engineering from the University of California at Berkeley and a M.S. in Environmental Engineering from the University of Illinois at Urbana-Champaign. Mr. Trussell is a registered Civil Engineer in the State of California with eleven years of work experience at Trussell. Mr. Trussell previously worked for 9 years with the City of Los Angeles' Bureau of Sanitation, bringing invaluable insight and perspective to the many challenges facing today's utilities. Since joining Trussell, he has led several projects to support regulatory approval and implementation of alternative free chlorine disinfection for Title 22 recycled water, including multiple interactions with the California Division of Drinking Water (DDW) on the subject.

Mr. Trussell has worked on several advanced treatment projects including the pilot and bench testing for the Terminal Island Advanced Oxidation Process testing, pilot testing for the advanced wastewater treatment facility at the Donald C. Tillman Water Reclamation Facility, and the development of engineering reports for

the City of Los Angeles' Donald C. Tillman's Groundwater Recharge Project and Upper District's Indirect Reuse Replenishment project. Mr. Trussell is an active member of the California Water Environment Association and is serving as the chair for the Education Committee.

PROJECT EXPERIENCE

El Toro Water District

Alternative Disinfection Assessment and Regulatory Support

Year: 2022 – Present

El Toro Water District (ETWD) approached Trussell seeking to reduce chemical usage during chlorine disinfection at its water recycling plant. Trussell investigated this objective by evaluating two alternative disinfection strategies: low-CT free chlorine disinfection and sequential chlorination. Trussell reviewed current operational data for the plant and developed preliminary operational criteria to determine 1) whether these alternative disinfection strategies were feasible for ETWD and 2) to estimate any potential savings and operational improvements by implementing either of these alternatives. Trussell prepared a technical memorandum detailing its findings. ETWD decided to move forward by pursuing low-CT free chlorine disinfection.

Role: *Principal-in-Charge*

Western Municipal Water District

Recycled Water Policy Alternative Disinfection Acceptance Using Free Chlorine

Year: 2020 – Present

Trussell was retained by Western Municipal Water District to assist in a request to the Water Board to grant compliance for an alternative disinfection process using free chlorine at the Western Riverside County Regional Wastewater Authority's (WRCRWA) Treatment Plant. As part of this effort, Trussell reviewed the design, historical performance, and water quality of the WRCRWA plant. Using the historical water quality, a comparison to WaterVal tables was performed to develop appropriate CTs. A technical memorandum (TM) was prepared including a discussion on integrated control and alarms, which was submitted to the Water Board for review and approval. Independent of the TM

submittal to DDW, Trussell conducted bench scale testing to assess the required CT to achieve coliform compliance. Trussell also prepared an Operations Plan of the free chlorine process to document the control setting and maintenance requirements of the disinfection process.

Role: *Project Manager*

Inland Empire Utilities Agency

Free Chlorine Virus Disinfection Virus LRV Crediting Support

Year: 2019 – Present

Trussell was retained by IEUA to assist in the compliance of the Chino Basin Groundwater recharge project because of the promulgation of formal regulations in 2014. Trussell prepared an alternative disinfection report for two water reclamation plants (RP-4 and RP-1) for submittal to DDW to provide additional required pathogen removal credit, resulting in 6-log virus removal credit with an existing free chlorine disinfection process. Additionally, Trussell developed an Operations Plan to document the procedures of the free chlorine disinfection process, including maintenance requirements and alarm setpoints and responses.

Role: *Project Manager*

Inland Empire Utilities Agency

Title: Technical Support for Quality Assurance Project Plan (QAPP) (Chino Basin GWR Project)

Year: 2019 – 2020

Trussell was retained by IEUA to assist in the compliance of the Chino Basin Groundwater recharge project because of the promulgation of formal regulations in 2014. Trussell prepared a Quality Assurance Project Plan for the Chino Basin Groundwater Recharge Project, specifically with a focus on quality control for compliance with California's Recycled Water Policy. This effort included coordination with the Division of Drinking Water and incorporating comments to ensure the QAPP was accepted by regulators.

Role: *Project Manager*

Western Municipal Water District

Title: Western Riverside County Regional Wastewater Authority (WRCRWA) Treatment Plant Process Support

Year: 2019 – Present

Western Municipal Water District operates the WRCRWA Treatment Plant located in Corona, California, treating up to 14 mgd with biological oxidation, tertiary filtration and disinfection. Trussell worked with operations staff to review operational performance, providing recommendations to improve process performance and minimize ammonia break through. Recommendations in regard to the primary equalization setpoints, oxidation ditch dissolved oxygen and solids retention time, and control strategies in the chlorine contact basin have provided improved plant performance.

Role: *Project Manager*

Los Angeles Bureau of Sanitation

Title: Terminal Island Water Reclamation Plant Optimization and Technical Support

Year: 2017 – 2021

Trussell was retained by the City of Los Angeles, Bureau of Sanitation (LASAN) to troubleshoot and provide technical support for the implementation of the recently expanded advanced water treatment facility (AWTF). As part of this effort, Trussell led a series of tests to determine the potential cause of bromate formation from the newly commissioned ultraviolet light advanced oxidation process using free chlorine as an oxidant. Trussell successfully developed a solution and worked with TIWRP staff to implement, resulting in the successful mitigation and the resumption of water deliveries to the Dominguez Gap. Trussell remains engaged with plant staff and continues to work on optimization of the TIWRP AWTF to provide enhanced process reliability, performance, and efficiency.

Role: *Project Manager*



Jeffrey A. Weishaar, PE

Jeff Weishaar, a civil and environmental engineer with Carollo Engineers, has worked on various wastewater projects, including elements of analysis, design, and construction.

Education

MS Environmental Engineering, University of Missouri, Rolla, 2006

BS Civil Engineering, University of Missouri, Rolla, 2004

Licenses

Civil Engineer, California

Professional Affiliations

American Society of Civil Engineers

Society of American Military Engineers

Water Environment Federation

Relevant Experience

→ Project manager and process mechanical lead for the San Elijo Joint Powers Authority (SEJPA), California, San Elijo Water Reclamation Facility Plan Update. The purpose of this Facility Plan Update was to provide SEJPA with a planning document that identified and prioritized potential improvements at the San Elijo WRF. Projects were identified based on a comprehensive condition assessment of the installed assets, a review of regulatory issues and potential changes, and potential process enhancements. Additional work was performed to update the Wastewater Asset Management database previously prepared for SEJPA.

→ Project engineer for the City of Barstow, California. Wastewater Treatment Plant Improvements Phase 1 Project. This project covered multiple subtasks including condition assessment of the wastewater treatment plant, project development and ranking, process modeling, preliminary design and final design. The Phase 1 construction project includes rehabilitation of the aeration basins, secondary clarifiers, and gravity thickener, as well as SCADA upgrades, a new dewatering facility and new standby generator and additional miscellaneous site piping, electrical and instrumentation upgrades. The Phase 2 construction project will include upgrades to the primary clarifiers and aerobic digesters as well as a new influent pump station, a new electrical control building and additional SCADA, electrical, and instrumentation upgrades.

→ Project engineer for the Regional Treatment Plant Headworks Upgrade for the South Orange County Wastewater Authority, California. The project involved production of drawings and contract documents for replacement of the headworks building roof; rehabilitation of the existing mechanical bar screens; installation of new conveyors, screenings dewatering equipment, level measurement equipment in the existing channels for bar screen controls, and gas

analyzers; channel concrete repair; odor control; and electrical and instrumentation modifications and upgrades. Roof replacement also incorporated a temporary odor control system with focus on the contractor's responsibility in capturing odors. He provided construction management services, submittal review, and responses to contractor requests for information.

→ Project manager for the Coastal Treatment Plant Export Sludge Equalization Basin Design-Build Project for the South Orange County Wastewater Authority, California. The project included preliminary design of a sludge holding tank, export pumping station, and electrical building for storage and pumping of the Coastal Plant's primary and thickened sludges. The sludges are pumped approximately 4 miles to a nearby facility for processing. Preparation of the design-build procurement package included development of plans and specifications to a 60-percent completion level, preparation of the design-build agreement, agreement forms, and the request for proposals. Bids were received and evaluated from multiple design-build teams. Carollo is currently operating as the Owner's representative in overseeing the final design and construction and providing inspection services.

→ Project engineer for the J.B. Latham Wastewater Treatment Plant Digester 3 Repairs for the South Orange County Wastewater Authority, California. The project included delivery of a preliminary design report analyzing the necessary repairs to the digester's mechanical appurtenances and instrumentation to improve safety and operations reliability. Drawings and specifications were prepared for concrete repair and recoating, piping and valve modifications, and instrumentation upgrades.

→ Project engineer for the Digester Gas Alternative Uses Evaluation for the South Orange County Wastewater Authority, California. Two treatment plants currently use engine generators to provide beneficial use of

Jeffrey A. Weishaar, PE

digester gas. This project evaluated existing and new technologies that would allow the plants to continue to utilize biogas under new, more stringent air quality emissions standards. The project recommended installation of new low emissions engine generators.

→ Project engineer for the J.B. Latham Wastewater Treatment Plant Digester Capacity Evaluation for the South Orange County Wastewater Authority, California. The project included analysis of digester performance and operations to determine digester capacity for select goals. These included Class B biosolids, gas production for cogeneration, process stability, and emergency storage.

→ Project engineer for the Coastal Treatment Plant Return Activated Sludge Flow Control Analysis for the South Orange County Wastewater Authority, California. The plant operates two sets of aeration basins, with different depths and no automatic control for adjusting the flow split and flow rate of return activated sludge (RAS). The analysis evaluated methods of improving the existing RAS system. The project also included recommendations for six improvement projects with various degrees of cost and difficulty. The client approved three of these for design.

→ Project engineer for the Coastal Treatment Plant Return Activated Sludge (RAS) System and Headworks Upgrades for the South Orange County Wastewater Authority, California. Preliminary design included identification of reliable rotary drum screen manufacturers for raw wastewater screening including customer surveys, site visits, cost estimating, and detailed review of manufacturer specifications. Plans and specifications were prepared for replacement of the existing drum screens, replacement of the headworks influent force main knife gate valves, and other minor modifications to the headworks building. The plans and specifications also included design improvements to the return activated sludge system as previously identified in the RAS Flow Control Analysis. He provided construction management services, submittal review, and responses to contractor requests for information.

→ Project engineer for the Coastal Treatment Plant Aeration Blower Capacity Analysis for the South Orange County Wastewater Authority, California. The plant operates two sets of aeration basins with different depths, air demands, and blower discharge pressures. The study involved analysis of the existing blowers, plant flows, aeration basin loading, and dissolved oxygen levels to determine the air demands for the various configurations of aeration basin operation. Blower upgrade alternatives were developed and analyzed for life-cycle costs based on capital and annual costs for power and cooling water consumption. Installation of turbine blowers was recommended to allow better control of air delivery to the aeration basins.

→ Project engineer for the El Estero Wastewater Treatment Plant Screening Evaluation for the City of Santa Barbara, California. The project evaluated screening technologies to replace the existing grinder and auger system at the influent pump station facility. Over a dozen screens were evaluated to fit into a high-flow, low-head loss environment with limited installation requirements. Use of multi-rake climber screens, over 20 feet in height, was recommended to remove debris from the incoming flow. The recommendations came after extensive evaluations including interviews of existing facilities that have the screens in service.

→ Project engineer for the Water Reclamation Plant Headworks Upgrades for the City of San Clemente, California. The design included drawings and contract documents for concrete repair and relining of the headworks influent channels and grit basins and replacement of mechanical bar screens. Relining of channels required design of a temporary bypass facility, including manual bar screens and odor control, with focus on the contractor's responsibility to maintain and operate the facility. He provided construction management services, submittal review, and responses to contractor requests for information.



Shane K. Bigelow, PE

Shane Bigelow is a Senior Electrical Engineer at Carollo and has 19 years of experience in electrical, instrumentation, and controls engineering for water and wastewater projects and engineering services during construction. Experience includes electrical system studies in ETAP and Paladin DesignBase, medium- and low-voltage power distribution systems including standby power generators, developing process and instrumentation diagrams (P&IDs), motor controls, lighting, and instrumentation. He is experienced in the coordination of electrical work with civil, structural, and mechanical work, during both design and construction phases of a project.

Education

MS Engineering (with Electrical Specialty), Colorado School of Mines, 2008

BS Electrical and Mechanical Engineering, Colorado School of Mines, 2004

Licenses

Professional Engineer, Colorado

Professional Affiliations

Institute of Electrical and Electronics Engineers

Relevant Experience

→ Senior electrical engineer for the City of Turlock Regional Water Quality Control Facility Secondary Clarifier No. 5 and Denitrification Project in Turlock, California. Responsibilities included new motor control centers, VFDs, and pre-fabricated electrical building to power new mixers and MLR pumps in existing aerations basins, a new RAS Pump Station, and a new secondary clarifier. VFD cables and VFD output filters were used for long cable lengths to motors.

→ Lead electrical, instrumentation, and controls engineer for the California Men's Colony Wastewater Treatment Plant Disinfection Upgrade Project in San Luis Obispo, California. Design elements included modifications to controls for existing VFDs, power distribution and conduit routing for new fine screens, effluent pumping and metering, tertiary filter pump station, and UV disinfection basin, and lighting and grounding. Construction support included shop drawing submittal review, factory acceptance testing witnessing for the UV control panel, and review of the SCADA system and assistance with fine-tuning the control system.

→ Senior electrical engineer for the Metropolitan Water District of Southern California MWDSC Advanced Water Treatment Demonstration Facility in Carson, California. Responsibilities included design for a pre-fabricated electrical building with 480 V switchboard, motor control center, and panelboards to support reverse osmosis, ultraviolet, microfiltration, and chemical systems through an elevated cable tray system. The design included an intelligent motor control center, fiber optic, copper Ethernet, and Profibus network cabling, and lighting.

→ Electrical system modeler for the EchoWater Return Activated Sludge Pumping (RAS) project for Sacramento Regional City Sanitation District, Sacramento, California using Paladin DesignBase. Tasks included modeling existing and new MCCs, panelboards, transformers, VFDs, and motors, and producing a protective device coordination study.

→ Electrical system modeler for the EchoWater Nitrifying Sidestream Treatment Plant (NST) project for Sacramento Regional City Sanitation District, Sacramento, California using Paladin DesignBase. Tasks included modeling new medium voltage distribution, new SWGR, MCCs, panelboards, transformers, VFDs, and motors, and producing a protective device coordination study.

→ Instrumentation and controls engineer for the Veolia Water West Operating Services Headworks and Primary Clarifier Upgrade project in Palm Springs, California. Responsibilities included developing P&IDs, network block diagram, and control schematics, developed around using Rockwell Automation intelligent motor control centers with EtherNet/IP communication and Device Level Ring technology.

→ Electrical engineer for the Sedona Wastewater Reclamation Plant A+ Upgrades Project in Sedona, Arizona. Design included secondary improvements and aerobic digester upgrades including aeration basin instrumentation, aeration blower facility, RAS/WAS pump station improvements, digester blower facility, and new electrical building. New switchboards and motor control centers were added, and existing motor control centers were modified.

Shane K. Bigelow, PE

→ Lead electrical, instrumentation, and controls engineer for the Laughlin Water Reclamation Facility Aeration Piping Replacement & Sodium Hypochlorite Building Relocation Project in Laughlin, Nevada. Electrical design responsibilities included modifications to an existing load center, electrical distribution for a new motor control center, chemical building for sodium hypochlorite and sodium bisulfite, and standby generator with automatic transfer switch. Instrumentation and control design responsibilities included new instruments for the chemical building and an existing chlorine contact basin, new PLC, interfacing the control system with vendor supplied packaged equipment, and existing network panels. Construction support responsibilities included reviewing shop drawing submittals and requests for information.

→ Electrical engineer for the Phase 2 South Secondary Treatment Facility expansion for the Clark County Water Reclamation District (CCWRD), Las Vegas, Nevada. The electrical design involved new medium- and low-voltage liquid filled transformers, 5-kV switchgear and motor control centers, 480-V switchgear, 480-V motor control centers, 480-V power distribution, lighting, and grounding.

→ Electrical engineer for the Albuquerque Bernalillo County Water Utility Authority Southside Water Reclamation Plant (SWRP) 2 MG Digested Sludge Storage Tanks and Solids Dewatering Facility (SDF) Biofilter project in Albuquerque, New Mexico.

→ Electrical system modeler for the EchoWater Tertiary Treatment Facilities (TTF) project for Sacramento Regional City Sanitation District, Sacramento, California using Paladin DesignBase. Tasks included modeling new medium voltage distribution, new medium- and low-voltage SWGR, MCCs, panelboards, transformers, VFDs, and motors.

→ Electrical engineer for the Joint Water Commission Backup Generator Project in Hillsboro, Oregon. Design and implementation of a standby generator facility to increase the JWC water supply reliability, and also integrates into the Distributed Standby

Generation for Portland General Electric utility. The design included two 2,500 kW generators, step-up transformers with high resistance grounding, and 15-kV paralleling switchgear.

→ Lead electrical engineer for the Ashley Valley Water Treatment Plant Process Improvement Project in Vernal, Utah. Responsibilities included designing the 480-V electrical distribution system for a new flocculation/sedimentation building, with a standby generator, and replacement of existing service entrance switchboard. He also provided construction support and was responsible for reviewing shop drawing submittals and requests for information.

→ Electrical and instrumentation engineer for the Municipal Water District of Orange County South Orange Costal Desalination Project Pilot Plant Testing Facility in Dana Point, California. Responsibilities included coordinating with an RO system supplier and slant well driller, and providing power and controls for an experimental desalination process.

→ Electrical engineer for the Jordan Valley Water Conservancy District Southwest Groundwater Treatment Plant in Jordan Valley, Utah. Project included medium- and low-voltage switchgear, low-voltage motor control centers, and a 1000 kW backup generator with a step up transformer to the medium-voltage switchgear, for electrical distribution throughout a new reverse osmosis water treatment plant and support facilities.

→ Performed electrical system studies including short circuit, protective device coordination and arc flash hazard analysis for the City of Oxnard Water Blending Stations, Oxnard, California. The project involved evaluating six blending stations, including existing low voltage switchboards, MCCs, panelboards, and standby generators. Tasks included coordinating with a sub-consultant to obtain information for the existing equipment. This information included electrical equipment ratings, protective device settings, motor information, and other required data.



Education

BS/AS Electrical Engineering Technology, Wentworth Institute of Technology, 1987

Kevin M. Slattery

Kevin Slattery brings more than 30 years of experience in electrical and control system engineering design and implementation and serves as Carollo's Supervising Instrumentation Specialist. He specializes in water and wastewater treatment automation on various controls systems and SCADA systems. He has experience in large and small water and wastewater facilities from design through commissioning.

Relevant Experience

→ CM Owners Representative for the Water Reclamation Facility SCADA System Upgrade project for the San Eljio Joint Powers Authority, California. General enforcement of the administrative and technical requirements of the Contract Documents. Initial review of Contractor's baseline construction schedule. Review of Contractor's monthly payment applications and baseline schedule updates. Develop and maintain Request for Information (RFI), submittal, and change order logs. HMI Graphic Review Workshops and Cybersecurity Workshops. Witness and inspect installation of all new SCADA components, startup, and commissioning.

→ Project manager for the San Diego County Water Authority, San Diego California. Lead the design, bid, and construction for numerous Flow Control Facilities throughout San Diego County. Worked closely with the member agencies and the water authority to stay on schedule and on budget.

→ Control system engineer/project manager for the City of San Diego, California, Point Loma Wastewater Treatment Plant. Responsible for implementing WDPF (Westinghouse Distributed Processing Family) control logic and graphics during design, factory testing, and start-up for multiple projects including the Sludge Heat Loop, Gas Utilization Facility, Chemical Feed System, and Batching System. Developed new field methods that led to a faster start-up saving the City money by not having to provide extra personnel during commissioning. Successfully implemented WDPF control logic and graphics during design, factory testing, and start-up for the Central Boiler Facility.

→ Lead DCS ESDC engineer for the new North City Pure Water Facility in San Diego. Coordination for the Ovation DCS, vendor

package systems, IT network, HVAC network, security systems, and plant valve networks. Oversight for the Ovation DCS programming, conversion to high performance graphics, FAT and startup. The project is in the construction phase.

→ Project manager for the City of San Diego, California, North City Pure Water Facility Electrical design. Lead a team to design the electrical systems including the Medium Voltage service coordination with San Diego Gas and Electric and the future North City power generation facility, building a complete model in ETAP and running numerous failure scenarios to test out the design. Managed and coordinated key aspects including valve control networks, packaged equipment vendors for Bio Active Carbon Filters, Ultrafiltration, Reverse Osmosis and Ultraviolet disinfection systems. Provided solar feasibility analyst for the City of San Diego, California, North City Pure Water Facility Design Solar PV Evaluation. As part of the San Diego North City Pure Water Facility design, Carollo performed a detailed technical and economic evaluation to assess the feasibility of including a 1.0MW solar PV system as part of the overall facility construction

→ Lead I&C design engineer for the Telluride Colorado progressive design build major plant expansion. Working closely with the Town to help them make informed decisions regarding the current Rockwell Factory Talk SCADA system. Brought in Rockwell, the local distributor and on-call integrator into multiple workshops to create a solutions-based approach to current issues, the interim opportunities, and to ready the SCADA system prior to the plant expansion. These included a new historian, new UPS, new remote capabilities without re-creating ever HMI screens, and prep for upcoming regulatory Cybersecurity requirements. This project is ongoing.

Kevin M. Slattery

→ Lead I&C design engineer for the Arcata California Phase 1 Headworks, UV, and SCADA expansion project. The site Siemens control system needed major upgrades to the network and servers. The site utilizes Profibus networks for the vast settling ponds around the plant. The project is in the construction phase.

→ Project manager and lead I&C engineer for the WRD LVL SCADA upgrade project. Teamed with Cannon to complete multiple improvements to the PLCs, UPS, and fiber optic network to reduce downtime and increase reliability. Working closely with existing package vendors (Pall for MF and Trojan for UV) to upgrade their PLCs and UPS systems in parallel with the balance of plant improvements. The project is in the design phase.

→ Lead Instrumentation and Controls Engineer for the P1-133 Primary Clarifiers 6-31 Rehabilitation project for the Orange County Sanitation District, California. Create design documents for the replacement of six Primary Sludge Pumps, two Grinders and a Foul Air Sump Pump. Design included demolition drawings. The project is in the construction phase.

→ Lead Instrumentation and Controls Engineer for the SCS Audit for the West Basin Municipal Water District, California. Create an Existing System Assessment Report summarizing the overall Control System Vision and Goals and document the existing condition of control system assets as part of a detailed condition assessment for each facility. Multiple site visits were completed for each facility to document existing conditions, which were used to identify improvements. Create the Alternative Analysis Report within the possible bookends by evaluating the costs and benefits for a PLC only control system versus a DCS only control system. This Report included comparative costs to evaluate these alternatives. Create the Technical Requirements Report utilizing the recommended replacement approach by using a hybrid control system which included DCS and PLC controllers. This report also captured other common infrastructure costs and developed an implementation

plan that considers other non-control system infrastructure in sequencing construction activities. Additionally, this report recommended the use of Progressive Design Build as the procurement method to complete the Control System Upgrade recommendations.

→ QA/QC Reviewer for the Instrumentation, Controls and Network design for the P1-105 Headworks Replacement project for the Orange County Sanitation District, California. Design included the replacement of all instruments and controls, fire-life safety equipment, security provisions and that all current code requirements are met. Provided an access control system at all buildings. Extensive control network upgrades and networked equipment were included in the design.

→ Lead Instrumentation and Controls Engineer for the Regional Water Reclamation Facility Program Management project for the Elsinore Valley Municipal Water District, California. The project consists of a major plant upgrade from 5MGD to 25 MGD and included MBR and UV technologies. The plant is expanding and upgrading the Emerson DCS to control the Regional Plant and additional plants in the system. The Horsethief plant will be a design build project and will be controlled by the regional plant. A new Emerson DCS will be installed and communicate via radio.

→ Lead DCS engineer/process engineer for the City of Los Angeles, California, Bureau of Sanitation LAWINS control system replacement project, primarily at the Hyperion Wastewater Treatment Plant. Responsible for providing detailed field investigation and assessment of the existing Emerson WDPF PCM software and hardware to convert existing control code and HMI screens to a new Honeywell control system. Weekly workshops were conducted with operations and staff to develop new Control Strategies for each process area, new P&IDs, new HMI screens, and detailed cut-over plans. Provide field assessments and recommendations of all process instrumentation throughout each treatment area.



James A. Doering, PE, SE

James Doering, a registered structural and civil engineer, is Carollo's structural lead engineer in Southern California. He manages structural design and evaluations for large and small projects. He has 27 years of experience in structural analysis, design, seismic retrofit, rehabilitation, review, and assessment for a variety of structures, such as wastewater and water treatment facilities, pump stations, reservoirs, tanks, clarifiers, large pipe supports, retaining walls, operations and maintenance facilities, office buildings, parking structures, post tensioned concrete structures, retail shopping centers, and warehouses.

Education

MS Civil Engineering,
University of California,
Berkeley, 1994

BS Civil Engineering,
University of California,
Irvine, 1993

Licenses

Structural Engineer,
California, Oregon, Utah,
Washington

Civil/Structural Engineer,
South Dakota

Civil Engineer, California,
Colorado

Professional Affiliations

American Concrete
Institute

American Institute of
Steel Construction

Relevant Experience

→ Structural engineer for the Facility Master Plan for San Elijo Joint Powers Authority, Cardiff by the Sea, California. The short-term project consisted of a condition assessment in which components of the facility were ranked on their condition using Carollo's Water/Wastewater Asset Manager software.

→ Structural engineer for the Wastewater Treatment Facility Improvement project for the City of Benicia, California. The project included adding new aluminum covers over the existing primary treatment facilities and preparation of repair details for concrete wall surfaces that had deteriorated due to sulfuric acid exposure.

→ Lead structural engineer for the County of San Luis Obispo Los Osos Water Reclamation Facility. The project included a new 3-mgd wastewater treatment plant with headworks, oxidation ditch, secondary clarifiers, equalization pond, digester, solids handling, blower building, electrical building, and administrative/maintenance facilities. Challenges at the site included high seismicity and expansive soils.

→ Structural engineer for the Water Pollution Control Facility Phase C1 Improvements for the City of Everett, Washington. The project, located along the Snohomish River, included a 105-ft diameter secondary clarifier, trickling filter, and solids contact basin addition. Structures were supported on pre-stressed octagonal concrete driven piles. Challenges also included high groundwater uplift conditions due to the proximity of the site to the river.

→ Structural engineer for the preliminary and final design of the Secondary Aeration Basin Rehabilitation project at the Encina Water Pollution Control Facility for the

Encina Wastewater Authority, California. The project included rehabilitation of the basins' influent channels and washdown water system, and gate replacement. Aeration basin covers were replaced with new aluminum flat covers and designed to provide improved access and safety provisions.

→ Structural engineer for the City of Oceanside, California, San Luis Rey Water Reclamation Plant Expansion. The project included a flash mix pump station for chemical addition, chemical storage and pumping facility, and pump station design for process feed water, drainage pump stations, and plant water reuse pumps. A new electrical and controls building was designed to house the new electrical equipment and provide controls and monitoring to match and communicate with the existing SCADA system.

→ Structural engineer for the P1-105 Headworks Rehabilitation and Expansion at Plant No. 1 Project for the Orange County Sanitation District, California. Serving as the lead structural engineer for 320-mgd headworks facilities, he oversaw development of over 277 structural drawings for a \$222 million CIP Project, which is now in construction. The scope includes several new buildings and rehabilitation to existing M&D, IPS, bar screen building, grit chambers, and utility tunnels. Concrete repairs were also specified for the M&D influent box and downstream channels. Bypass pumping was designed to accommodate work on existing structures. Additionally, a Tier 1/2 seismic evaluation was prepared during pre-design for the existing structures in the scope per ASCE 41-13. Findings were used for project planning and development of mitigation strategies.

→ Structural engineer for the AWT Recycled Water Demonstration Facility for the

James A. Doering, PE, SE

Metropolitan Water District of Southern California, located at the Sanitation Districts of Los Angeles County, Joint WPC Plant in Carson. The \$14 million project includes aeration tanks, chemical containment slabs, process equipment support, and a 50 ft x 160 ft open canopy founded on drilled concrete caissons.

→ Structural engineer for engineering services during construction for the Central Plant South Secondary Facilities, Phase 2 for the Clark County Water Reclamation District, Las Vegas, Nevada. The project included the addition of an aeration basin, four secondary clarifiers, two return activated sludge (RAS) pump stations, a blower building, and other support process structures. Tasks included provision of structural observation, review of shop drawings, and requests for information (RFIs). Construction challenges unique to the project involved the casting and curing of concrete during hot and dry conditions.

→ Structural engineer for engineering services during construction for the \$192 million Headworks Replacement project for the 340-mgd Orange County Sanitation District Wastewater Treatment Plant No. 2 in Huntington Beach, California. The project included facilities for metering, bar screening, screenings handling, grit removal, grit handling, odor control, chemical handling, and power distribution. The project also included an elevated 84-inch welded steel pipe for temporary bypass to facilitate construction.

→ Structural engineer and value engineer team member for the San Jacinto Regional Water Reclamation Facility, Title 22 Tertiary Upgrade and Plant 2 Expansion for the Eastern Municipal Water District, California. The project included primary and secondary clarifiers, aeration basins, a blower building, a waste activated sludge (WAS) thickening building with four rotary drum thickeners supported on elevated concrete piers, biofilters, chlorine contact basins, digesters, filter canopies, 10,000-square-foot operations and administration building, electrical buildings, flocculation basins, and other process-related structures.

→ Structural engineer for the Laguna County Sanitation District, California, Water Reclamation Plant Phase 1 Upgrade. This project replaces the existing primary and secondary treatment processes, expands the plant treatment capacity, and constructs a new administration and laboratory building. New treatment processes and facilities include headworks, grit removal, aeration basins, blower and main electrical building, secondary clarifiers, RAS/WAS pump station, new PG&E electric service, standby diesel engine generator, 480V power distribution system, underground ductbanks, and complete replacement of the existing SCADA software, hardware, and fiber optic network.

→ Structural engineer for the RP-4 Primary Clarifier and Process Rehabilitation Project, Inland Empire Utilities Agency, Rancho Cucamonga, California. This project included condition assessment and repair of the existing influent pump station, grit chambers, primary clarifiers 1 and 2, primary influent diversion structure, and aeration basins. Improvements included repair of damaged concrete surfaces with a high-strength cementitious mortar and application of a protective coating. Work was sequenced and included bypass pumping to maintain plant operations.

→ Lead structural engineer for the Los Angeles Bureau of Engineers (LABOE) Tertiary Expansion to the Terminal Island Water Reclamation Plant in Los Angeles, California. The project was a design-build effort that included a new 2.0-MG rectangular concrete equalization tank and advanced water treatment facilities. Challenges included liquefaction mitigation using stone columns.

→ Structural engineer for the structural design of the Oak Harbor Clean Water Facility on Whidbey Island, Washington. The project included a new wastewater treatment plant on a compact site adjacent to Puget Sound. Challenges included a high groundwater table (uplift on 30-foot-deep structures) and liquefaction settlement potential of up to 10 inches. Micro-piles, stone columns, and compaction grouting were implemented to mitigate soft soil and liquefaction conditions.

Certifications

OSHA Confined-Space

Contractor Licenses

History

California Contractors Class A – General Engineering and Class B – General Building License Types:

- License No. 720334-AB; AmeriCon Constructors, Inc.
- License No. 699219-AB; Jeffrey Puzzullo (Individual)
- License No. 821587-AB; Puzzullo, Inc. / Global Builders
- License No. 828282-AB; 1AU, Inc.

Experience

43 years

Years with Firm

30 years

JEFF PUZZULLO

Puzzullo Consulting

ROLE: Cost Estimating & CPM Scheduling

Mr. Puzzullo has been providing professional construction services as a licensed general contractor and construction manager for over 44 years. During this time, Jeff has been responsible for the completion of over \$500 million in construction projects in the public and private sectors of the construction industry with primary emphasis on public works projects. He has extensive experience in the execution of design/bid/build and design/build construction projects with an emphasis on the development, design, and construction of water and wastewater infrastructure projects. He has extensive experience in construction cost estimating and CPM scheduling and has served as an expert on numerous value-engineering teams for the assessment of water and wastewater treatment facilities under both traditional bid-build and design-build methods of project delivery.

Jeff Puzzullo provides cost estimating, CPM scheduling, and constructability review project support to Kleinfelder Engineering and other firms. Clients include the City of San Diego, County of San Diego, San Diego Unified Port District, University of California San Diego, Eastern Municipal Water District and many other local and regional municipal water and sewer districts. Project types include modifications or new construction at water, wastewater and water reclamation treatment plants, pump stations, pipelines, tunnels, and other related municipal utility infrastructure systems. Cost estimating scopes of work include all design disciplines and trades in a level of detail typical of a general contractor bidding the project and basing the bid on the maximum amount of information that can be extracted

from preliminary, intermediate, and final levels of design development.

FIRM EXPERIENCE:

With a career based upon construction of public works improvement projects, Jeff Puzzullo has been involved in many of the municipal infrastructure projects in California, Nevada, and Arizona since 1980. Puzzullo Consulting strives to provide its clients with excellent cost estimating and project planning budgeting based upon preliminary and advanced levels of design detail. Each cost estimate is prepared in fine detail similar to what a bidding general contractor would take to develop a total project construction cost. With Mr. Puzzullo’s direct hands-on construction business management experience, extreme care is taken to include all costs that may be anticipated by a contractor during the performance of a construction contract. It is this experience and capability that Kleinfelder can rely on for a accurate, realistic, and complete cost estimates, constructability reviews, and/or CPM project schedules.

Mr. Puzzullo provides Class 1-5 ASCE cost estimating and constructability review input services to Kleinfelder on many different types of municipal infrastructure projects for the City of San Diego and other public agencies. Below is a list of some of these projects. The cost estimates are developed based upon various levels of design completeness and Mr. Puzzullo’s 40-plus years of construction experience as a general contractor in the municipal utility industry.

City of San Diego, Cost Estimating and CPM Scheduling for the Miramar Clearwell Improvements at the Miramar Water Treatment Plant, San Diego, CA. Team Member. Provided a complete project pre-bid cost estimate for all disciplines involved in the design and construction of a \$90.0 million improvement project. Developed the full project CPM schedule including the design, construction, and commissioning phases for use by the City of San Diego, CA.

City of San Diego, Cost Estimating for the Miramar Reservoir Pump Station Condition Assessments, San Diego, CA. Team Member. Provided a complete project design-phase cost estimate for all disciplines involved in the future construction of modifications to an existing pump station for use by the City of San Diego, CA.

City of San Diego, Cost Estimating for the Condition Assessments of the Grove Avenue Pump Station, the Otay River Pump Station, and the Otay River Diversion Structure, San Diego, CA. Team Member. Provided multiple preliminary ROM cost estimates for all disciplines required to complete future construction of proposed modifications to existing pump stations and support facilities for use by the City of San Diego, CA.

City of San Diego, Cost Estimating for the Preliminary Design of the Lakeside Valve Station Replacement, San Diego, CA. Team Member. Provided a complete cost estimate for all disciplines required to complete future construction of the removal and replacement of a major component of the City's raw water system for use by the City of San Diego, CA.

City of San Diego, Cost Estimating for the El Monte Raw Water Pipeline and Tunnel Condition Assessment, San Diego, CA. Team Member. Provided a preliminary project pre-design cost estimate for all disciplines required to construct modifications for the rehabilitation of the 12.1 mile El Monte raw water pipeline and tunnel for use by the City of San Diego, CA.

Santa Fe Irrigation District, Cost Estimating for the Mechanical Dewatering and Filter Washwater Improvements, Washwater Tank Seismic Improvements, and Clearwell Seismic Improvements Project, Santa Fe Irrigation District, Rancho Santa Fe/San Diego, CA. Team Member. Provided a complete project pre-bid cost estimate review for all disciplines required for the construction of improvements to the Badger Treatment Plant for use by the Santa Fe Irrigation District, Rancho Santa Fe/San Diego, CA.

Port of San Diego/AUSTAL USA, Cost Estimating for the Engineering and Environmental Services To Develop Facility Requirements at San Diego, CA To Support a Floating Dry Dock, San Diego, CA. Team Member. Provided a complete cost estimate for all disciplines required to complete future construction of the Austal USA facility and pier improvements

Additional Projects:

- City of San Diego, Cost Estimating for the Alvarado & Miramar WTP Disinfection Mods, San Diego, CA.
 - City of San Diego, Cost Estimating for the Barrett Dam Improvements Projects, San Diego, CA.
 - City of San Diego, Cost Estimating for the Cielo & Woodman Pump Station, San Diego, CA.
 - City of San Diego, Cost Estimating for the Dams and Reservoirs Security Improvements, San Diego, CA.
 - City of San Diego, Cost Estimating for the Lower Otay Dam Outlet Structure Mods, San Diego, CA.
 - City of San Diego, Cost Estimating for the Sutherland Reservoir Bathymetric Survey, San Diego, CA.
 - City of San Diego, Cost Estimating for the Otay Water Treat. Plant Sed. Basin No. 1 Repairs, San Diego, CA.
 - Costa Mesa Sanitary District, Cost Estimating for the Gisler Ave. Pump Station Sewer Force Main Replace.
 - Eastern Municipal Water District, Cost Estimating for Goetz Road Water Storage Tank, Perris, CA.
 - Helix Water District, Cost Estimating for Pipeline Project CIP21002, La Mesa, CA.
 - Olivenhain Municipal Water District, Cost Estimating for the McCollom WTP Residuals Handling Building.
 - Padre Dam Municipal WD, Cost Estimating for the Pump Stations Condition Assessment and Seismic Study.
 - Port of San Diego, Driscoll Wharf, Cost Estimating for the Redevelopment Options including Repairs to Piers 4-8 and Buildings B-E, and an Option for Complete Demolition and Removal of Piers 4-8 and Buildings B-E and complete Site Remediation, San Diego, CA.
 - Vallecitos Water District, Cost Estimating for the Meadowlark WRF Chlorine Contact Tank Improvements, San Marcos, CA.
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Trussell



PUZZULLO CONSULTING
CONSTRUCTION PROJECT MANAGEMENT

Design of the Biological Treatment Improvements Project Program No. 13032– Section VII Fee Estimate

July 23, 2023



PREPARED FOR



SAN ELIJO | JOINT POWERS
AUTHORITY

Trussell Technologies Fee Estimate
San Elijo Joint Powers Authority - Design of the Biological Treatment Improvements Project
July 23, 2023

Task No.	Staff Classification	Trussell Technologies								Other Direct Costs (ODCs) (includes 5% Markup)	Total Cost	Sub Consultants (includes 10% markup, exclusive of Carollo)		Total Overall Costs
		Principal Engineer III	Principal Engineer II	Supervising Engineer II	Supervising Engineer I	Engineer I	Senior Office Manager II	Total Hours	Labor Cost			Carollo	Puzzullo	
		Hourly Billing Rate	\$297	\$270	\$230	\$216	\$153	\$153					Total Cost	
1	Project Management	46	52	58	70	72	24	322	\$ 70,850.00	\$ 750.00	\$ 71,600.00	\$ 47,617.83	\$ -	\$ 119,217.83
1.1	Management	12		24	36	72	24	168	\$ 31,548.00	\$ -	\$ 31,548.00	\$ 10,730.74	\$ -	\$ 42,278.74
1.2	Meetings	34		34	34			102	\$ 25,262.00	\$ 750.00	\$ 26,012.00	\$ 24,334.97	\$ -	\$ 50,346.97
1.3	Quality Control		52					52	\$ 14,040.00	\$ -	\$ 14,040.00	\$ 12,552.12	\$ -	\$ 26,592.12
2	Pre-Design Services	42	44	152	204	230	0	672	\$ 138,568.00	\$ -	\$ 138,568.00	\$ 64,692.89	\$ 14,960.00	\$ 218,220.89
2.1	SEWC Treatment Plant Flow and Loading Summary	6		20	20	40		86	\$ 16,822.00	\$ -	\$ 16,822.00	\$ -	\$ -	\$ 16,822.00
2.2	Treatment Process Confirmation	6		40	52	90		188	\$ 35,984.00	\$ -	\$ 35,984.00	\$ -	\$ -	\$ 35,984.00
2.3	Hydraulics Analyses	6		30	4	40		80	\$ 15,666.00	\$ -	\$ 15,666.00	\$ -	\$ -	\$ 15,666.00
2.4	CCB Configuration	6	24	8	48			86	\$ 20,470.00	\$ -	\$ 20,470.00	\$ 6,523.01	\$ -	\$ 26,993.01
2.5	Blower Sizing and Configuration	4		16	24			44	\$ 10,052.00	\$ -	\$ 10,052.00	\$ -	\$ -	\$ 10,052.00
2.6	Electrical Service and Capacity	2		6				8	\$ 1,974.00	\$ -	\$ 1,974.00	\$ 17,579.55	\$ -	\$ 19,553.55
2.7	Process Control and SCADA Implications	4	8	8	16			36	\$ 8,644.00	\$ -	\$ 8,644.00	\$ 14,300.72	\$ -	\$ 22,944.72
2.8	Surveying and Potholing (As-needed)							0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2.9	Geotechnical (As-needed)							0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2.10	Basis of Design Report	8	12	24	40	60		144	\$ 28,956.00	\$ -	\$ 28,956.00	\$ 26,289.61	\$ 14,960.00	\$ 70,205.61
3	Design	48	0	152	200	180	0	580	\$ 119,956.00	\$ -	\$ 119,956.00	\$ 354,105.62	\$ 23,936.00	\$ 497,997.62
3.1	50% Design Submittal	24		80	100	80		284	\$ 59,368.00	\$ -	\$ 59,368.00	\$ 126,890.26	\$ 14,960.00	\$ 201,218.26
3.2	90% Design Submittal	16		48	60	60		184	\$ 37,932.00	\$ -	\$ 37,932.00	\$ 164,328.26	\$ 5,984.00	\$ 208,244.26
3.3	100% / Construction Documents	8		24	40	40		112	\$ 22,656.00	\$ -	\$ 22,656.00	\$ 62,887.10	\$ 2,992.00	\$ 88,535.10
4	Bid Phase Services	20	0	40	48	0	0	108	\$ 25,508.00	\$ -	\$ 25,508.00	\$ 30,150.73	\$ -	\$ 55,658.73
4.1	RFI and Addendums	8		16	24			48	\$ 11,240.00	\$ -	\$ 11,240.00	\$ 15,451.43	\$ -	\$ 26,691.43
4.2	Pre-Bid Meeting	4		4	4			12	\$ 2,972.00	\$ -	\$ 2,972.00	\$ 1,556.23	\$ -	\$ 4,528.23
4.3	Bid Evaluation	4		12	8			24	\$ 5,676.00	\$ -	\$ 5,676.00	\$ -	\$ -	\$ 5,676.00
4.4	Conformed Construction Documents	4		8	12			24	\$ 5,620.00	\$ -	\$ 5,620.00	\$ 13,143.07	\$ -	\$ 18,763.07
5	Engineering Services During Construction								\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5.1	To be negotiated prior to construction								\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL		156	96	402	522	482	24	1682	\$ 354,882.00	\$ 750.00	\$ 355,632.00	\$ 496,567.07	\$ 38,896.00	\$ 891,095.07

Subconsultant Fee Estimate - Carollo
San Elijo Joint Powers Authority - Design of the Biological Treatment Improvements Project
July 23, 2023

Task No.	Staff Classification	Sub Consultants: Carollo										ODC's	Total Cost
		Senior Professional	Lead Project Professional	Project Professional	Professional	Assistant Professional	Senior Technician	Technician	Document Processing	Total Labor Hours	Labor Cost		
		Hourly Billing Rate	\$315	\$298	\$282	\$240	\$198	\$206	\$152	\$136			
1	Project Management	22	96	20	20	0	0	0	0	158	\$ 45,967.83	\$ 1,650	\$ 47,617.83
1.1	Management		36							36	\$ 10,730.74		\$ 10,730.74
1.2	Meetings	10	40	10	20					80	\$ 22,684.97	\$ 1,650	\$ 24,334.97
1.3	Quality Control	12	20	10						42	\$ 12,552.12		\$ 12,552.12
2	Pre-Design Services	8	20	28	112	44	16	48	16	292	\$ 64,692.89	\$ -	\$ 64,692.89
2.1	SEWC Treatment Plant Flow and Loading Summary									0	\$ -		\$ -
2.2	Treatment Process Confirmation									0	\$ -		\$ -
2.3	Hydraulics Analyses									0	\$ -		\$ -
2.4	CCB Configuration	4	8		12					24	\$ 6,523.01		\$ 6,523.01
2.5	Blower Sizing and Configuration									0	\$ -		\$ -
2.6	Electrical Service and Capacity		8	16	40				8	72	\$ 17,579.55		\$ 17,579.55
2.7	Process Control and SCADA Implications		4	12	36				8	60	\$ 14,300.72		\$ 14,300.72
2.8	Surveying and Potholing (As-needed)									0	\$ -		\$ -
2.9	Geotechnical (As-needed)									0	\$ -		\$ -
2.10	Basis of Design Report	4			24	44	16	48		136	\$ 26,289.61		\$ 26,289.61
3	Design	26	100	122	240	244	412	548	58	1750	\$ 354,105.62	\$ -	\$ 354,105.62
3.1	50% Design Submittal	8	36	30	100	92	144	200	22	632	\$ 126,890.26		\$ 126,890.26
3.2	90% Design Submittal	12	38	60	106	112	204	260	24	816	\$ 164,328.26		\$ 164,328.26
3.3	100% / Construction Documents	6	26	32	34	40	64	88	12	302	\$ 62,887.10		\$ 62,887.10
4	Bid Phase Services	0	18	0	36	24	20	48	0	146	\$ 30,150.73	\$ -	\$ 30,150.73
4.1	RFI and Addendums		12		24		12	24		72	\$ 15,451.43		\$ 15,451.43
4.2	Pre-Bid Meeting		2		4					6	\$ 1,556.23		\$ 1,556.23
4.3	Bid Evaluation									0	\$ -		\$ -
4.4	Conformed Construction Documents		4		8	24	8	24		68	\$ 13,143.07		\$ 13,143.07
5	Engineering Services During Construction									0	\$ -	\$ -	\$ -
5.1	To be negotiated prior to construction										\$ -		\$ -
TOTAL		56	234	170	408	312	448	644	74	2346	\$ 494,917.07	\$ 1,650	\$ 496,567.07

EXPLANATION OF SUBCONSULTANT ROLES IN FEE ESTIMATE

- In general, Trussell will lead all pre-design efforts included under Tasks 2.1, 2.2, 2.3, 2.4, 2.5, and 2.10. Trussell will lead all process design included in these tasks as well the process design for all design phases in Task 3.
- Carollo will lead pre-design efforts for I&C, electrical, and structural under Tasks 2.6, 2.7, and 2.10 as well as the I&C, electrical, and structural for all design phases in Task 3. Carollo scope of work includes all CAD drafting tasks for the drawings included in the BODR, 50% design, 90% design, and 100% design phases as well as the Conformed Construction Documents.
- Puzzullo will perform EOPCCs at the BODR, 50%, 90%, and 100% design phases.



**TRUSSELL TECHNOLOGIES, INC.
HOURLY BILLING RATES**

	Standard Billing Rates		San Elijo Joint Powers Authority Discounted Billing Rate	
	Normal Hourly Rate ¹	Expert Daily Rate ²	Normal Hourly Rate ¹	Expert Daily Rate ²
Senior Company Officer	\$ 355	\$ 4,260	\$ 320	\$ 3,834
Principal Engineer III	\$ 330	\$ 3,960	\$ 297	\$ 3,564
Principal Engineer II	\$ 300	\$ 3,600	\$ 270	\$ 3,240
Principal Engineer I	\$ 295	\$ 3,540	\$ 266	\$ 3,186
Supervising Engineer III	\$ 270	-	\$ 243	-
Supervising Engineer II	\$ 255	-	\$ 230	-
Supervising Engineer I	\$ 240	-	\$ 216	-
Senior Engineer III	\$ 220	-	\$ 198	-
Senior Engineer II	\$ 210	-	\$ 189	-
Senior Engineer I	\$ 195	-	\$ 176	-
Engineer II	\$ 185	-	\$ 167	-
Engineer I / Senior Office Manager II	\$ 170	-	\$ 153	-
Associate Engineer II / Senior Office Manager I	\$ 160	-	\$ 144	-
Associate Engineer I / Office Manager III	\$ 155	-	\$ 140	-
Assistant Engineer II / Office Manager II	\$ 145	-	\$ 131	-
Assistant Engineer I / Office Manager I	\$ 125	-	\$ 113	-
Office / Lab Assistant II	\$ 120	-	\$ 108	-
Office / Lab Assistant I	\$ 105	-	\$ 95	-

1. Time will be billed in 15 minute increments
2. Time will be billed in increments of one day

Other Direct Costs

Mileage for vehicle use to be reimbursed at current IRS rate.
Travel, equipment rental and other direct costs to be reimbursed at actual cost plus 5%.

Outside Professional Services:

Outside professional services to be reimbursed at actual cost plus 10%. This reflects a 5% discount from our standard subconsultant markup of 15%. To support this project Trussell has elected to waive the 10% markup for Carollo.

Billing Rate Escalation:

Beginning 12 months after NTP, Trussell will request escalation of billing rates at the proposed escalation rate of 3% per year.

Effective: June 28, 2023

**CAROLLO ENGINEERS, INC.
FEE SCHEDULE**

**As of January 1, 2023
California**

	<u>Hourly Rate</u>
Engineers/Scientists	
Assistant Professional	\$198.00
Professional	240.00
Project Professional	282.00
Lead Project Professional	298.00
Senior Professional	315.00
Technicians	
Technicians	152.00
Senior Technicians	206.00
Support Staff	
Document Processing / Clerical	136.00
 Other Direct Expenses	
Travel and Subsistence	at cost
Mileage at IRS Reimbursement Rate Effective January 1, 2023	\$.655 per mile
Subconsultant	cost + 10%
Other Direct Cost	cost + 10%
Expert Witness	Rate x 2.0

This fee schedule is subject to annual revisions due to labor adjustments.

PROPOSED SCOPE OF SERVICES

The Project Team shall provide the following services. Please note that modifications to the Scope of Services provided in the RFP are highlighted with ***bold italics*** and proposed removals are indicated in strikethrough text.

1. PROJECT MANAGEMENT

1.1 Management

This task includes overall project management for the duration of the Project including oversight of the project team, resourcing, invoicing and related management activities. Invoices and progress reports shall be submitted monthly. Invoices shall include:

- Current monthly charges broken up by professional and support staff
- Charges to Date
- Amount Remaining
- Percent Billed
- Subconsultant invoices
- Receipts for applicable expenses

Monthly progress reports shall be submitted to SEJPA staff and include the following:

- Summary of accomplishments over the previous month
- Summary of current project activities
- Identification of action items and issues including recommendation for solutions
- Schedule updates as appropriate

The Project Team will create and maintain a design/project schedule and issue-resolution log that will identify the project schedule and project issues as they arise and track them through resolution. The project schedule and issue-resolution log will be reviewed at regular project progress meetings.

1.2 Meetings

The Project Team will conduct project meetings, virtually and/or in person, with SEJPA staff and prepare meeting agendas and resulting minutes and action items for each meeting. Such meetings shall include:

- Project kick-off meeting
- Technical Memorandum (TM) review meetings following submittal and SEJPA review of each TM, listed as follows:
 1. Treatment Plant Flow and Loading TM
 2. Process Evaluation TM
 3. Hydraulic Analyses TM
 4. CCB Configuration TM
 5. Blower Sizing and Configuration TM

6. Electrical Service and Capacity TM

7. Process Control and SCADA Implications TM

- Design review meetings at each milestone deliverable (50%, 90%, and 100%). Meeting duration is assumed to be one (1) hour.
- Progress Meetings: Conduct bi-weekly, virtual or in-person, check-in meetings (2 per month), 45-minutes in duration. The Project Team's Project Manager and key technical staff, as appropriate, should be available to review progress, review design/project issue-resolution log, and provide updates on schedule and budget. A total of 24 bi-weekly progress meetings are included.
- Construction Implementation Workshop: The Project Team shall prepare and lead a construction implementation workshop prior to the 50% design submittal to present the draft sequence of construction, identify strategies for pre-procurement (as applicable) for long lead equipment items that may impact construction critical path, and discuss any specialty construction techniques anticipated for the project. The Project Team shall review major cost elements and identify opportunities to reduce project costs. Review construction phase risks from pre-design risk register and discuss mitigation measures to be included in construction documents. Assume two (2) hour duration at SEWC.
- Other Meetings: The Project Team shall include budget for attendance at up to two (2) ad hoc in-person meetings as requested by the SEJPA. Meeting duration is assumed to be one (1) hour.

1.3 Quality Control

The Project Team shall administer quality assurance and quality control (QA/QC) procedures in accordance with the Project Team's quality plans and policies.

2. PRE-DESIGN SERVICES

Pre-design services shall include the following tasks to evaluate project alternatives, facilitate decision making between the Project Team and SEJPA and summarize the design intent in advance of the final design.

2.1 SEWC Treatment Plant Flow and Loading Summary

The Project Team will perform the following tasks:

- a. Summarize current and projected treatment plant influent flow rates including diurnal and seasonal variations.
- b. Summarize current and projected treatment plant influent wastewater characteristics, using data from most recent past 5 years, including BOD, COD, TSS, ammonia/TKN, alkalinity, and other key constituents affecting process design, sizing and operations.
- c. Consider a period through 2035 for the projections.
- d. In the flow projections, account for potential collection system flow diversions being contemplated by SEJPA that would increase flows and affect influent characteristics.
- e. Compare wastewater characterization to SEJPA's treatment plant master plan and original treatment plant design criteria.

- f. Assume SEJPA will furnish flow and historic wastewater quality data in support of the Project Team’s work. Any specialized sampling and testing necessary for process design shall be identified by the Project Team; SEJPA will conduct sampling and laboratory analyses.
- g. Provide a treatment plant flow and loading TM summarizing the above data considerations and the key treatment plant flow and loading criteria serving as the basis of design.
- h. *Proposed scope modifications from the Scope of Services provided with the RFP: the Project Team will prepare a Wastewater Characterization Sampling Plan which will include more detailed parameters to better characterize the influent and non-nitrified secondary effluent from the Escondido Outfall. It is assumed that SEJPA will perform the analyses for this characterization study.***

Deliverables:

- One draft TM for review by SEJPA. Comments will be incorporated and the final TM provided in Task 2.10 with the BODR.

2.2 Treatment Process Confirmation

- a. SEJPA completed the SEWC Recycled Water Quality Improvements Plan in March 2023, which assumed a MLE process configuration for the SEWC.
- b. Utilizing the flow and loading results from Task 2.1, the March 2023 Plan and the August 2018 Nitrification Feasibility Study for the San Elijo Water Reclamation Facility, the Project Team will conduct process modeling and related evaluations to:
 - Confirm most appropriate process configuration for the Project
 - Consider variability of wastewater influent flow and characterization, and longer-term trend of wastewater concentration resulting from water conservation
 - Determine the necessary SRT for NDN
 - Determine internal mixed liquor return requirements
 - Determine return activated sludge (RAS) and waste activated sludge (WAS) flowrates; compare to current operating parameters and identify potential impacts to solids treatment processes
 - Assess process air needs
 - Determine the required chlorine contact times to ensure full disinfection requirements continue to be met
 - Determine process chemical usage and feed rate ranges
- c. Process evaluations shall be summarized in a TM submitted to SEJPA staff for review and discussion.
- d. *Proposed scope modifications from the Scope of Services provided with the RFP: the Project Team will optimize the model based on the detailed wastewater characterization results from SEJPA. It is expected that the data from the characterization may not be available until after the draft submittal of the Task 2.2 TM. In order to maintain progress, the model will be used using available data and***

any refinements to the model based on the characterization study will be presented in the BODR.

Deliverables:

- One draft TM for review by SEJPA. Comments will be incorporated and the final TM provided in Task 2.10 with the BODR.

2.3 Hydraulics Analyses

- a. Building from the results of Tasks 2.1 and 2.2, the Project Team shall prepare a treatment plant hydraulic analysis (“equalized” Peak Primary Effluent Flow through secondary process) to support the intended process design. Results shall be submitted in a TM provided to SEJPA staff for review and discussion.
- b. The Project Team will assess capacity and flow requirements for return activated sludge (RAS) and waste activated sludge (WAS) streams and identify equipment improvements necessary to support the upgraded biological treatment process.

Deliverables:

- One draft TM for review by SEJPA. Comments will be incorporated and the final TM provided in Task 2.10 with the BODR.

2.4 CCB Configuration

- a. The Project Team shall provide design concepts to convert the existing CCB to an expanded wet well for the recycled water pumps that deliver water to SEJPA customers and reduce the number of passes in the CCB from four to two. The Project Team will consider retrofitting current equipment or using new equipment in the design.
- b. The Project Team shall determine the contact time (CT) needed to ensure that the appropriate total coliform requirements continue to be met.
- c. The Project Team shall prepare a TM to present the conceptual designs and submit it to SEJPA staff for review and discussion.

Deliverables:

- One draft TM for review by SEJPA. Comments will be incorporated and the final TM provided in Task 2.10 with the BODR.

2.5 Blower Sizing and Configuration

- a. Based on the selected process configuration and results of Tasks 2.1, 2.2 and 2.3, the Project Team shall evaluate the project’s process air needs and evaluate alternative blower technologies and configurations. The Project Team shall submit its alternatives evaluations, findings, and recommendations in a TM to SEJPA for review and comment.

Deliverables:

- One draft TM for review by SEJPA. Comments will be incorporated and the final TM provided in Task 2.10 with the BODR.

2.6 Electrical Service and Capacity

- a. The Project Team shall evaluate the electrical service needs of the project within the context of current SEWC’s electrical service capacity, equipment and configuration. The

Project Team shall recommend electrical system upgrades and local Motor Control Center (MCC) replacement suitable for the Project. The Project Team shall summarize its findings and recommendations within a TM submitted to SEJPA for review and comment.

Deliverables:

- One draft TM for review by SEJPA. Comments will be incorporated and the final TM provided in Task 2.10 with the BODR.

2.7 Process Control and SCADA Implications

- a. The Project Team shall review SEJPA's current SCADA systems, PLCs, and data highways involving the current secondary treatment process, and provide recommendations for instrumentation and control systems to be utilized for the new process configurations and equipment. Evaluations shall consider how any new instrumentation, analyzers, blower controls, PLCs and SCADA will integrate with existing plant PLCs and SCADA. The Project Team shall summarize its findings and recommendations within a TM submitted to SEJPA for review and comment.
- b. The Project Team shall prepare preliminary P&IDs for proposed new process units (i.e., Aeration System, Blowers, Secondaries including RAS/WAS, and ancillary systems, and Chlorine Disinfection systems). Assume a new local control panel with dedicated PLC for the upgraded biological treatment process units and ancillary systems. Assume that upgrades to disinfection system will be accommodated in the existing tertiary system control panel.

Deliverables:

- One draft TM for review by SEJPA. Comments will be incorporated and the final TM provided in Task 2.10 with the BODR.

2.8 Surveying

- a. SEJPA will provide available digital files from the SEWC Improvement Project to the selected Project Team. SEJPA's forthcoming Stormwater Improvements Project will include an updated sitewide topographic survey with spot elevations within the treatment plant for key elevations. This work will be available to the Project Team by September 2023.
- ~~b. The Project Team shall provide any additional supplemental survey services needed to meet the design needs of the project. Any supplemental survey data shall be tied into SEJPA's benchmarks.~~
- ~~c. The Project Team shall provide SEJPA with all survey data collected and all digital files produced during surveying activities.~~
- d. ***Proposed scope clarification to Scope of Services provided in the RFP: The Project Team will not provide any additional surveying for the project per discussions with SEJPA staff. Any additional surveying needs (e.g., confirmation of existing equipment/infrastructure elevations will be contracted separately through SEJPA and provided to the Project Team as-needed.***

2.9 Geotechnical

- a. SEJPA will provide available geotechnical reports for the Project Team's use.

- i. Geotechnical report by Leighton Consultants (March 2010) prepared for the Advanced Water Treatment Project; includes geotechnical exploration data from 1989 and 1995 projects.
 - ii. Geotechnical report by SCST (Atlas) (January 2019) prepared for the Administration / Operations Building (aka Water Campus Improvements).
- ~~b. The Project Team shall provide geotechnical investigations and analyses needed to support project design, including requirements for groundwater dewatering, excavation and backfill, and seismic design considerations for the project.~~
- c. Proposed scope clarification to Scope of Services provided in the RFP: The Project Team will not provide any additional geotechnical services for the project per discussions with SEJPA staff. The Project Team anticipates that significant groundwater dewatering and excavation and backfill will not be necessary for this project.**

2.10 Basis of Design Report

- a. The Project Team shall compile the revised draft TMs from previous tasks and prepare a recommended project memo constituting the Basis of Design Report (BODR). The intent is for the BODR to include all relevant project information identified in Tasks 2.1 through 2.9, incorporating SEJPA's comments on the draft TMs. The BODR shall include, either in previously completed TMs, within the recommended project memo, or as attachments to the BODR:
 - A technical narrative for the project, including project objectives, assumptions, criteria and considerations used in the process calculations, design and process unit configuration
 - Process flow diagram and hydraulic profile
 - Summary of code requirements and design standards utilized for the Project
 - Process calculations (e.g., process modeling results)
 - Electrical requirements, power supply plan and single-line diagram
 - Preliminary process and instrumentation diagrams (P&IDs)
 - Manufacturer's information for key process equipment
 - Engineer's opinion of probable construction cost (EOPCC)
 - Construction phase risk register that should include at a minimum, challenges identified in sequencing construction and "maintenance of plant operations" (MOPO), controlling project cost, and considerations for pre- procurement of long-lead items to achieve construction completion in keeping with SEJPA's Project schedule (including grant fundings milestones)
 - Identification of permits necessary for project implementation

3. DESIGN

3.1 50% Design Submittal

For the 50% design submittal, the Project Team will:

- a. Prepare design drawings, organized by discipline consistent with typical treatment plant naming and organizational conventions (General, Civil, Mechanical, Electrical, Instrumentation, etc.).
- b. ***Proposed scope modifications from the Scope of Services provided with the RFP:***
 - i. ***At the 50% design submittal, the Project Team present a draft sequence of construction that describes and illustrates the discrete steps anticipated for the construction phase to allow uninterrupted operations while converting the secondary process to the new NDN process. Intent is that this draft sequence of construction will be incorporated into a Division 01 Technical Specification in the 90% design documents. Any temporary facilities or interim improvements to support the sequence of construction shall be identified on the construction documents. This was part of Task 3.4 Construction Implementation in the Scope of Services provided with the RFP and is being moved into this Task 3.1 for the 50% Design Submittal.***
 - ii. ***The Project Team will prepare an Engineer's Opinion of Probable Construction Costs (EOPCC) at this design stage.***
 - iii. ***The Project Team will prepare an anticipated construction schedule at this 50% design stage. This schedule will be the basis for defining construction duration, identifying key milestones to be specified in construction documents, and determining appropriate liquidated damages clauses for construction contract. The Project Team will incorporate the sequence of construction developed as described above in Task 3.1.c.i as basis for construction schedule development. The Project Team will incorporate lead times for major equipment items, either quoted from "named" vendors as available, or through the Project Team's recent project experience. The Project Team will identify where pre- procurement may benefit project schedule and quantify reduction in schedule duration.***
 - iv. ***The Project Team will furnish plans using conventional discipline ordering and consistent with SEWC legacy record drawings. Drawing numbering, plant area numbering and equipment numbering shall be consistent with existing SEJPA conventions. Specifications shall be CSI format.***
 - 1. ***See Attachment A.1 for anticipated drawing list.***
 - 2. ***See Attachment A.2 for anticipated technical specification list.***
 - v. ***These tasks were part of Task 3.4 Construction Implementation and Task 3.5 Anticipated Drawing List and Technical Specifications in the Scope of Services provided with the RFP and are being moved into this Task 3.1 for the 50% Design Submittal.***
- c. Provide the 50% Design Submittal in an electronic, searchable PDF format. Specifications shall be bookmarked. Drawings shall be tabulated by drawing number and name for ease of review in a digital format.
- d. Prepare a comment-response log to track SEJPA comments, discussion, and

disposition.

- e. SEJPA will review and provide final comments on the 50% design submittal within three (3) weeks. The Project Team shall provide written responses to comments within two weeks.

3.2 90% Design Submittal

For the 90% Design Submittal, the Project Team will:

- a. Include all drawings intended for the final bid documents in the 90% Design Submittal. These drawings will be completed to a 90% design level. Site plan, mechanical plan and P&IDs shall be substantially complete at the 90% design level.
- b. Include Technical Specifications, including Division 01 – General Requirements, in the 90% Design submittal, and these will be complete with all cross-referencing and project-specific information included.
- c. ***Proposed scope modifications from the Scope of Services provided with the RFP:***
 - i. ***Prepare an EOPCC with the 90% Design Submittal.***
 - ii. ***Prepare an update of the anticipated construction schedule***
 - iii. ***The Project Team shall prepare Project Front End Documents (i.e., Bidding Requirements, Agreement, and General Conditions). The Project Team assumes that SEJPA will provide its Standard Boilerplate Front End Documents for the Project Team's use. The Project Team will provide Draft Front End Documents at 90% Design Submittal.***
 - i. ***The Project Team will furnish plans using conventional discipline ordering and consistent with SEWC legacy record drawings. Drawing numbering, plant area numbering and equipment numbering shall be consistent with existing SEJPA conventions. Specifications shall be CSI format.***
 - 1. ***See Attachment A.1 for anticipated drawing list.***
 - 2. ***See Attachment A.2 for anticipated technical specification list.***
 - iv. ***These tasks were part of Task 3.4 Construction Implementation and Task 3.5 Anticipated Drawing List and Technical Specifications in the Scope of Services provided with the RFP and are being moved into this Task 3.2 for the 90% Design Submittal.***
- d. Provide the 90% Design Submittal in an electronic, searchable PDF format. Specifications shall be bookmarked. Drawings shall be tabulated by drawing number and name for ease of review in a digital format.
- e. Prepare a comment-response log to track SEJPA comments, discussion, and disposition.
- f. SEJPA will review and provide final comments on the 90% design submittal within three (3) weeks. The Project Team shall provide written responses to comments within two weeks.

3.3 100% Design Submittal / Construction Documents

The 100% design is intended to be a back-check of the 90% review process and is not expected

to generate new or significant comments. For this 100% Design Submittal, the Project Team will:

- a. ***Proposed scope modifications from the Scope of Services provided with the RFP:***
 - a. ***Prepare an EOPCC with the 100% Design Submittal.***
 - b. ***Prepare an update of the anticipated construction schedule.***
 - ii. ***The Project Team will furnish plans using conventional discipline ordering and consistent with SEWC legacy record drawings. Drawing numbering, plant area numbering and equipment numbering shall be consistent with existing SEJPA conventions. Specifications shall be CSI format.***
 1. ***See Attachment A.1 for anticipated drawing list.***
 2. ***See Attachment A.2 for anticipated technical specification list.***
 - c. ***These tasks were part of Task 3.4 Construction Implementation and Task 3.5 Anticipated Drawing List and Technical Specifications in the Scope of Services provided with the RFP and are being moved into this Task 3.3 for the 100% Design Submittal.***
- b. 100% Design Submittal shall be electronic, searchable PDF format. Specifications shall be bookmarked. Drawings shall be tabulated by drawing number and name for ease of review in a digital format.
- c. SEJPA will review and provide final comments on the 100% design submittal within two (2) weeks. The Project Team shall then produce bid-ready, signed/sealed construction documents within two (2) weeks.

3.4 Construction Implementation

- a. Scope for Task 3.4 as presented in the RFP attachment 2 has been moved into the respective design phases.

3.5 Anticipated Drawing List and Technical Specifications

- a. Scope for Task 3.5 as presented in the RFP attachment 2 has been moved into the respective design phases.

4. Bid Phase Services

4.1 RFI and Addendums

- a. The Project Team shall provide prompt responses to bidder questions during the bid phase. Bidder questions and responses will be administered by SEJPA through PlanetBids. Where responses to bidder questions require revisions to the construction documents, the Project Team shall prepare addendum(s) to identify changes to plans or specifications.

4.2 Pre-Bid Meeting

- a. The Project Team shall prepare a concise presentation to summarize the scope at the pre- bid meeting and lead a job-walk with pre-bid meeting attendees. Site visits by prospective bidders outside of the Pre-Bid meeting will be administered by SEJPA.

4.3 Bid Evaluation

- a. The Project Team shall review the bids received via PlanetBids and conduct a bid evaluation to verify completeness and compliance with bidding requirements. A bid tabulation shall be prepared to evaluate pricing of bids and conformance of all bidders to bidding requirements. The Project Team shall check references for the apparent low bidder. The Project Team shall prepare a bid evaluation in a letter-format describing its findings and with a recommendation to SEJPA to award to the lowest, responsive bidder.

4.4 Conformed Construction Documents

- a. The Project Team shall consolidate addendums and documentation of Q&A into a single conformed set of plans and specifications to be issued as “for construction.” Conformed documents shall be issued within three weeks of the closing of the bid period.

5. Engineering Services During Construction

Engineering services during construction scope of services are assumed to be negotiated prior to construction.

ASSUMPTIONS

- a. Environmental services shall be performed by the independent Project Team hired by the SEJPA.
- b. Project will be bid as a conventional design-bid-build construction contract. Alternative delivery is not anticipated, although pre-procurement may be considered as necessary to meet project schedule objectives.
- c. No new permits are anticipated for this immediate Project (i.e., Biological Treatment Improvement), although it is anticipated that the upgraded process will need to be written into SEJPA’s existing NPDES permit and Recycled Water Permit.
- d. The Project Team’s contract will be amended to prepare updated discharge permit documents as determined necessary after the BODR is completed.
- e. The Project Team will not be eligible for Construction Management and Inspection Services on this Project.
- f. SEJPA’s updated sitewide topographic survey data for key spot elevations within the treatment plant will be available by September 2023.
- g. The Project Team shall assume a new dedicated local control panel for the new biological treatment system components.
- h. SEJPA has provided as part of the RFP:
 - August 2018 Final Nitrification Feasibility Study for the San Elijo Water Reclamation Facility by Trussell Technologies Inc
 - March 2023 San Elijo Water Campus Recycled Water Quality

Improvement Plan

- May 2023 San Elijo Water Campus, Electrical Service No. 2 Capacity Evaluation
 - Sample professional services agreement
- i. SEJPA will provide to the Project Team:
- Grant funding requirements
 - Past geotechnical reports for the San Elijo Water Campus
 - SEJPA flow and loading data in MS Excel Spreadsheets (the Project Team can review examples of this data by downloading SEJPA's monthly Operations Staff Report to the Board, published on <https://www.sejpa.org/about-us/board-of-directors#agendas>).
 - Record drawings (electronic PDF; only limited ACAD files are available for the site)

ADDITIONAL SERVICES

- a. Extended Services: the Project Team may propose additional services to augment the base scope defined above.
- b. Preparation of pre-procurement packages for long-lead equipment items.
- c. Discharge permit documentation will be scoped and negotiated following completion of the BODR.
- d. Engineering Services During Construction will be scoped and negotiated following successful bidding of the project.

ATTACHMENT A.1 – DRAWING LIST

ATTACHMENT A.2 – TECHNICAL SPECIFICATION LIST

ATTACHMENT A.1 – DRAWING LIST

Sheet #	Title
G1	COVER SHEET
G2	SHEET INDEX
G3	GENERAL SYMBOLS AND LEGENDS
G4	DESIGN CRITERIA
G5	HYDRAULIC GRADELINE
C1	SITE PLAN
C2	PIPE RELOCATION
C3	DEMO 1
C4	DEMO 2
C5	DEMO 3
C6	DEMO 4
S1	GENERAL STRUCTURAL NOTES
S2	AERATION BASIN DEMOLITION PLAN
S3	AERATION BASIN DEMOLITION DETAILS
S4	CHLORINE CONTACT DEMOLITION PLAN
S5	CHLORINE CONTACT DEMOLITION DETAILS
S6	AERATION BASIN LOWER PLAN
S7	AERATION BASIN TOP PLAN
S8	AERATION BASIN SECTIONS
S9	AERATION BASIN DETAILS
S10	CHLORINE CONTACT BASIN PLAN
S11	CHLORINE CONTACT BASIN SECTIONS
S12	STRUCTURAL TYPICAL DETAIL 1
S13	STRUCTURAL TYPICAL DETAIL 2
M1	AERATION BASIN 1-2 PLAN VIEW
M2	AERATION BASIN 1-2 SECTION VIEW
M3	AERATION BASIN 1-2 SECTION VIEW
M4	AERATION BASIN 3-4 PLAN VIEW
M5	AERATION BASIN 3-4 SECTION VIEW
M6	AERATION BASIN 3-4 SECTION VIEW
M7	AERATION BASIN DETAILS 1
M8	AERATION BASIN DETAILS 2
M9	BLOWER ROOM PARTIAL PLAN
M10	BLOWER ROOM SECTIONS
M11	CCB PLAN VIEW
M12	CCB SECTION VIEW

M13	AERATION BASIN EFFLUENT CHANNEL PLAN VIEW (SURFACE WASTING)
M14	AERATION BASIN EFFLUENT CHANNEL SECTION VIEW (SURFACE WASTING)
M15	WAS PUMPSTATION PLAN VIEW (INDENSE) OPTIONAL
M16	WAS PUMPSTATION SECTION VIEW (INDENSE) OPTIONAL
M17	AIR COMPRESSOR PLAN AND SECTION VIEWS
E1	LEGEND & SYMBOLS
E2	ABBREVIATIONS
E3	TYPICAL DETAILS - GROUNDING - EG
E4	TYPICAL DETAILS - GROUNDING - EG
E5	TYPICAL DETAILS - TYPICAL DETAILS -
E6	TYPICAL DETAILS - LIGHTING - EL
E7	TYPICAL DETAILS - MOUNTING - EM
E8	TYPICAL DETAILS - MOUNTING - EM
E9	ELECTRICAL DEMOLITION PLAN
E10	SITE ELECTRICAL PLAN - 1
E11	SITE ELECTRICAL PLAN - 2
E12	GROUNDING PLAN - 1
E13	GROUNDING PLAN - 2
E14	HAZARDOUS AREA PLAN - 1
E15	HAZARDOUS AREA PLAN - 2
E16	DUCT BANK SECTIONS
E17	SWITCHGEAR MS-2 ELEVATION
E18	SWITCHGEAR MS-2 ONE-LINE DIAGRAM - 1
E19	MCC G - ELEVATION MODIFICATIONS
E20	MCC G - ONE-LINE DIAGRAM - 1 MODIFICATIONS
E21	MCC G - ONE-LINE DIAGRAM - 2 MODIFICATIONS
E22	PANELBOARD SCHEDULE
E23	DISCONNECT SCHEDULE
E24	MANHOLE/HANDHOLE SCHEDULE
E25	AERATION BASIN 1 POWER & CONTROL
E26	AERATION BASIN 2 POWER & CONTROL
E27	AERATION BASIN 3 POWER & CONTROL
E28	AERATION BASIN 4 POWER & CONTROL
E29	BLOWER BUILDING UPPER LEVEL DEMOLITION
E30	BLOWER BUILDING UPPER LEVEL POWER & CONTROL
E31	BLOWER BUILDING LOWER LEVEL DEMOLITION
E32	BLOWER BUILDING LOWER LEVEL POWER & CONTROL
E33	MS-2 BUILDING DEMOLITION

E34	MS-2 BUILDING POWER & CONTROL
I1	SYMBOLS AND ABBREVIATIONS - 1
I2	SYMBOLS AND ABBREVIATIONS - 2
I3	SYMBOLS AND ABBREVIATIONS - 3
I4	SYMBOLS AND ABBREVIATIONS - 4
I5	SCHEMATIC SYMBOLS
I6	SAMPLE LOOP DRAWING
I7	EQUIPMENT TAGGING SYSTEM - 1
I8	DIGITAL NETWORK TABLE - 1
I9	TYPICAL DETAILS - 1
I10	TYPICAL DETAILS - 2
I11	TYPICAL DETAILS - 3
I12	PLC AND INSTRUMENT POWER
I13	NETWORK RACK ELEVATION
I14	PCM RACK INTERNAL ELEVATION 1
I15	PCM RACK EXTERNAL ELEVATION 2
I16	PCS SITE PLAN
I17	SYSTEM ARCHITECTURE DIAGRAM
I18	OVERALL NETWORK TOPOLOGY DIAGRAM
I19	FIBER DISTRIBUTION
I20	FIELD NETWORK - 1
I21	FIBER PINOUT DRAWINGS - 1
I22	CONTROL SCHEMATICS - 1
I23	CONTROL SCHEMATICS - 2
I24	CONTROL SCHEMATICS - 3
I25	AERATION BASIN 1 P&ID
I26	AERATION BASIN 2 P&ID
I27	AERATION BASIN 3 P&ID
I28	AERATION BASIN 4 P&ID
I29	CHLORINE CONTACT BASIN P&ID
I30	AERATION BASIN EFFLUENT CHANNEL P&ID
I31	WAS PUMP STATION P&ID
I32	RAS PUMP STATION P&ID
I33	BLOWERS 1 P&ID
I34	BLOWERS 2 P&ID
I35	BLOWERS 3 P&ID
I36	PCM CABINET P&ID
I37	NETWORK CABINET P&ID

ATTACHMENT A.2 – TECHNICAL SPECIFICATION LIST

Note: this list does not include commercial Front-End Documents. The Project Team shall prepare Project Front End Documents (i.e., Bidding Requirements, Agreement, and General Conditions). The Project Team assumes that SEJPA will provide its Standard Boilerplate Front End Documents for the Project Team’s use. The Project Team will provide Draft Front End Documents at 90% Design Submittal.

Technical Specification Number	Title
03_21_17	Adhesive-Bonded Reinforcing Bars and All Thread Rods in Concrete
03_63_01	Epoxies
03_63_02	Epoxy Resin/Portland Cement Bonding Agent
03_11_07	Concrete Formwork
03_15_00	Concrete Accessories
03_15_14	Hydrophilic Rubber Waterstop
03_20_00	Concrete Reinforcing
03_30_00	Cast-in-Place Concrete
03_60_00	Grouting
03_01_02	Concrete Repair Mortar
03_64_24	Epoxy Injection System
05_05_24	Mechanical Anchoring and Fastening to Concrete and Masonry
05_50_00	Metal Fabrications
06_80_15	Fiberglass Reinforced Plastic
06_80_17	Fiberglass Reinforced Plastic Fabrications
09_96_01	High-Performance Coatings
09_96_01.99	High-Performance Coatings Attachment
09_96_08	Concrete Repair and Coating
26_05_00	Common Work Results for Electrical
26_05_02	Hazardous Classified Area Construction
26_05_26	Grounding and Bonding
26_05_29	Hangers and Supports
26_05_53	Identification for Electrical Systems
26_05_18	600-Volt or Less Wires and Cables
26_05_20	Fiber Optic Cable and Appurtenances
26_05_33	Conduits
26_05_44	Duct Banks
26_05_34	Boxes
26_27_26	Wiring Devices
26_05_21	Low Voltage Wire Connections
26_05_03	Utility Coordination
26_05_09	Low Voltage Motors up to 500 Horsepower
26_32_14	Single Diesel Fueled Engine Generator Above 200 KW
26_29_24	Variable Frequency Drives 0.50 - 50 Horsepower
26_29_25	Variable Frequency Drives 60 - 500 Horsepower
26_22_14	Dry-Type Transformers
26_43_14	Surge Protective Devices

26_09_13	Electrical Power Monitoring
26_05_74	Electrical System Studies
26_28_17	Disconnect Switches
26_28_01	Low Voltage Molded Case Circuit Breakers
26_28_03	Low Voltage Power Circuit Breakers
26_29_05	Motor Starters
26_23_00	Low Voltage Switchgear
26_23_01	Service Entrance Automatic Transfer Switchgear
26_24_20	Low Voltage Motor Control Centers
26_24_16	Panelboards
26_28_14	Low Voltage Fuses
26_50_10	Lighting: LED Luminaires
26_08_50	Field Electrical Acceptance Tests
26_06_01	Conduit Schedule
31_05_15	Soils and Aggregates for Earthwork
31_00_00	Earthwork
31_23_35	Trenching
32_12_17	Asphaltic Concrete Paving (CA)
32_12_37	Bituminous Pavement Surface Seal
32_17_23	Pavement Markings
32_01_15	Pavement Restoration and Rehabilitation
33_16_93	Non-Structural Baffles
40_05_06	Hangers and Supports for Process Piping
40_05_23	Stainless Steel Process Pipe and Tubing
40_05_31	Thermoplastic Process Piping
40_05_59.23	Stainless Steel Slide Gates
40_05_78	Air Valves for Water and Wastewater Service
40_06_40	Schedules for Process Piping and Equipment Protection
40_61_00	Common Work Results for Process Control and Instrumentation Systems
40_61_05	Packaged Control System
40_61_15	Control Strategies
40_61_16	Specific Control Strategies
40_72_13	Level Measurement: Ultrasonic
40_71_15	Flow Measurement: Magnetic Flowmeters
40_71_79	Flow Measurement: Switches
40_71_86	Flow Metering Weir
40_73_63	Pressure/Vacuum Measurement: Diaphragm and Annular Seals
40_73_64	Pressure/Vacuum Measurement: Instrument Valves
40_73_36	Pressure/Vacuum Measurement: Switches
40_73_13	Pressure/Vacuum Measurement: Gauges
40_73_23	Pressure/Vacuum Measurement: Direct
40_73_29	Pressure/Vacuum Measurement: Differential
40_75_13	Analyzers: pH
40_75_14	Analyzers: ORP
40_75_23	Analyzers: Residual Chlorine
40_75_43	Analyzers: Dissolved Oxygen (DO)
40_75_59	Analyzers: Sludge Density Meter
40_75_53	Analyzers: Turbidity
40_75_16	Analyzers: Conductivity
40_75_29	Analyzers: Ammonia

40_75_69	Analyzers: Nitrate
40_75_56	Analyzers: Total Suspended Solids (TSS)
40_67_01	Control Systems: Panels, Enclosures, and Panel Components
40_67_26	Control Systems: Uninterruptible Power Supplies 10 kVA and Below
40_64_01	Control Systems: Programmable Logic Controllers
40_64_21	Control Systems: Local Operator Interface (LOI)
40_62_14	Control Systems: PCS Computer Equipment
40_66_01	Control Systems: Network Materials and Equipment
40_66_61	Control Systems: Fieldbus Equipment and Devices
40_68_16	Control Systems: PCS Software
40_68_33	Control Systems: Maintenance Software
40_96_20	Schedules: Field Instruments
40_96_21	Schedules: Control Panels
40_96_15	Schedules: I/O List
40_64_20	Schedules: Local Operator Interface
40_96_23	Schedules: HMI List
40_80_01	Testing, Calibration, and Commissioning
43_11_23	High Speed Turbo Blowers
43_25_00	Submersible/Immersible Liquid Pumps
46_23_27.01	Hydrocyclone for Sludge Densification
46_41_53	Compressed Gas Mixing System
46_51_36	Ceramic Disc Fine Bubble Diffusers

SAN ELIJO JOINT POWERS AUTHORITY
MEMORANDUM

August 15, 2023

TO: Board of Directors
San Elijo Joint Powers Authority

FROM: General Manager

SUBJECT: EXTENSION OF SURPLUS RECYCLED WATER AGREEMENT BETWEEN THE SAN ELIJO JOINT POWERS AUTHORITY (SEJPA), THE SAN DIEGUITO WATER DISTRICT (SDWD), AND THE ENCINITAS RANCH GOLF AUTHORITY (ERGA)

RECOMMENDATION

It is recommended that the Board of Directors:

1. Authorize the General Manager to execute the proposed Surplus Recycled Water Agreement in a form substantially similar to the agreement attached hereto, subject to non-substantive revisions approved by the General Manager and reviewed by SEJPA legal counsel; and
2. Discuss and take action as appropriate.

BACKGROUND

The San Elijo Joint Powers Authority (SEJPA) operates a recycled water utility that sells recycled water to four water purveyors: Santa Fe Irrigation District (SFID), San Dieguito Water District (SDWD), Olivenhain Municipal Water District (OMWD), and the City of Del Mar. These purveyors in turn sell the recycled water to customers within the cities of Del Mar, Encinitas, and Solana Beach. The SEJPA owns most of the recycled water infrastructure system including treatment, storage, and pipelines, and pays a usage fee based on the number of units transferred through non-owned infrastructure. The water districts own the recycled water meter that measures the customer's usage and provide customer billing and other needed administrative services. The agencies work collaboratively to provide a seamless utility and customer service to the community, as well as to meet regulatory quality control and oversight requirements.

In May 2011, the SEJPA, SDWD, and Encinitas Ranch Golf Authority (ERGA) approved an agreement to provide surplus recycled water service to the Encinitas Ranch Golf Course. ERGA is the managing authority for the Encinitas Ranch Golf Course, which is a public golf course owned by the City of Encinitas. The agreement provided benefits to all parties (ERGA, SDWD, and

SEJPA). For ERGA, the agreement reduced the cost of recycled water to the golf course but changed the service from non-interruptible to interruptible. Interruptible service was acceptable to ERGA as the golf course can store large volumes of water onsite within their storage ponds and owns the pump station that provides water pressure to the golf course irrigation system. SDWD and SEJPA benefit as the agreement allows SEJPA to control delivery of recycled water to the golf course ponds, which allows SEJPA to manage peak demands better and serve more SDWD customers. Also in wet weather, SEJPA can store recycled water in the ponds during storm events that can strain the capacity of the San Elijo Ocean Outfall.

DISCUSSION

The ERGA recycled water agreement is set to expire next year (June 30, 2024) and the parties have prepared an agreement amendment to extend interruptible recycled water service until June 30, 2032. The proposed agreement amendment allows SEJPA to continue receiving full access to golf course water storage in exchange for a fixed annual price for recycled water to the golf course. If SEJPA has surplus recycled water which would otherwise be discharged to the ocean, the agreement allows the golf course to receive the surplus water at no additional cost and at the sole discretion of the SEJPA. If ERGA requires additional water beyond the specified minimum annual water volume and no surplus water is available, then SEJPA will seek to provide recycled water from another agency or potable water and invoice ERGA for the actual cost of the water delivered. Furthermore, as this is an interruptible service agreement, SEJPA may temporarily turn off the recycled water supply if demands in the system increase above production levels, and the golf course will rely on the recycled water stored within its ponds during the interruption.

The amendment also provides an easement through the golf course for recycled water infrastructure (pipeline and electrical service) to the 3-million-gallon Wanket reservoir tank, which is planned to be converted to recycled water storage in 2024. The easement provides the most direct route from SEJPA's existing distribution system to the reservoir, which will result in lower construction costs and less impacts to the community, including to golf course operations.

ERGA and SEJPA negotiated an easement acquisition fee to be paid by SEJPA to ERGA for both temporary construction activities and the permanent placement of a 16-inch diameter recycled water pipeline and electrical conduits and appurtenances that are planned to cross through the golf course. The payment schedule (see Table 17-2) includes compensation for anticipated operating impacts to the golf course during construction as well as in future years for operation and maintenance activities.

Table 17-1 provides the proposed annual water cost, as well as the minimum water delivery to the golf course ponds for each year of the agreement. The minimum annual water delivery in the first year is 266 AF and delivery volume increases each year until ultimately reaching 300 AF in the eighth year.

TABLE 17-1: RECYCLED WATER COST & DELIVERY SCHEDULE

Contract Year	Cost (\$/AF)	Unit Cost Increase	Minimum Annual Water Delivery (AF)	Annual Water Cost	Quarterly Water Cost
2024-25	\$ 1,552.40		266	\$ 412,938	\$ 103,234
2025-26	\$ 1,630.02	5.00%	271	\$ 441,735	\$ 110,434
2026-27	\$ 1,712.52	5.00%	276	\$ 472,379	\$ 118,095
2027-28	\$ 1,797.10	5.00%	284	\$ 510,375	\$ 127,594
2028-29	\$ 1,887.95	5.00%	290	\$ 547,215	\$ 136,804
2029-30	\$ 1,981.30	5.00%	295	\$ 584,483	\$ 146,121
2030-31	\$ 2,080.36	5.00%	300	\$ 624,109	\$ 156,027
2031-32	\$ 2,184.38	5.00%	300	\$ 655,314	\$ 163,829

FINANCIAL IMPACT

This amendment provides \$412,938 revenue in the first year of the agreement and an aggregate of \$4,248,548 to the SEJPA over 8 years. The proposed increased water deliveries and 5% annual rate increase is supported by the Recycled Water Financial Model prepared by Carollo Engineers, which indicates the proposed generated revenue is consistent with anticipated revenue needs. SEJPA will provide ERGA a total payment of \$187,500 for permanent utility and temporary construction easements (see Attachment 1-A) for a recycled water pipeline and electrical service from Quail Gardens Drive to the Wanket reservoir tank, through the golf course property. The easement payment schedule is shown in Table 17-2 and included in Attachment 1.

TABLE 17-2: EASEMENT PAYMENT SCHEDULE

Year No.	Fiscal Year	Payment to ERGA
1	2024-25	\$ 50,000
2	2025-26	\$ 42,000
3	2026-27	\$ 33,000
4	2027-28	\$ 30,000
5	2028-29	\$ 20,000
6	2029-30	\$ 10,000
7	2030-31	\$ 2,500
8	2031-32	\$ 0
TOTAL		\$187,500

RECOMMENDATION

It is therefore recommended that the Board of Directors:

1. Authorize the General Manager to execute the proposed Surplus Recycled Water Agreement in a form substantially similar to the agreement attached hereto, subject to non-substantive revisions approved by the General Manager and reviewed by SEJPA legal counsel; and
2. Discuss and take action as appropriate.

Respectfully submitted,



Michael T. Thornton, P.E.
General Manager

Attachment 1: Surplus Recycled Water Agreement between the San Elijo Joint Powers Authority and Encinitas Ranch Golf Authority

Attachment 1

SURPLUS RECYCLED WATER AGREEMENT BETWEEN SAN ELIJO JOINT POWERS AUTHORITY AND ENCINITAS RANCH GOLF AUTHORITY

This Surplus Recycled Agreement (“AGREEMENT”) is made and entered into by and among the San Elijo Joint Powers Authority, a joint powers authority organized and operated pursuant to California Government Code Sections 6500 *et seq.* (“SEJPA”), and Encinitas Ranch Golf Authority, a joint power authority organized and operated pursuant to California Government Code Sections 6500 *et seq.* (“CUSTOMER”). SEJPA and CUSTOMER may collectively be referred to as the “Parties” or individually, as a “Party.”

RECITALS:

WHEREAS, the SEJPA is a producer of recycled water in accordance with the requirements of Order No. 2000-10, Master Recycled Water Permit for the production and purveyance of Recycled Water for San Elijo Joint Powers Authority, San Dieguito Water District (“SDWD”), Santa Fe Irrigation District, Olivenhain Municipal Water District (“OMWD”), and City of Del Mar as adopted by the California Regional Water Quality Control Board, San Diego Region (“Regional Water Board”) on March 8, 2000, which incorporate California’s Title 22 Regulations, and amendments thereto; and

WHEREAS, the SEJPA anticipates that it can produce more recycled water than can be beneficially used by its existing customers during the term of this AGREEMENT; and

WHEREAS, SDWD is responsible for the purveyance of potable and recycled water within its service area; and

WHEREAS, the CUSTOMER desires recycled water for use on the Encinitas Ranch Golf Course, a municipal golf course of approximately 164 acres that is located within the City of Encinitas and entirely within SDWD’s service area (the golf course property shall be referred to herein as the “Property”) and has facilities necessary to accept and store substantial quantities of recycled water on the Property for its subsequent use, and therefore CUSTOMER is uniquely situated to accept recycled water service on an interruptible basis; and

WHEREAS, the CUSTOMER has an existing recycled water storage system consisting of open surface ponds that have in excess of 5 million gallons of surplus storage capacity that could be available for peak flow storage of recycled water during the wet season (November through April) and recycled water irrigation storage in dry season (May through October); and

WHEREAS, the CUSTOMER consents to providing SEJPA a recycled water pipeline and electrical service easement from Quail Garden Drive to the 3 million-gallon Wanket reservoir tank for the purpose of recycled water storage and a temporary construction easement for the benefit of the CUSTOMER, SEJPA, SDWD, and OMWD; and

WHEREAS, the SEJPA has the ability to provide its surplus recycled water to the Property; and

WHEREAS, the Water Recycling Act of 1991 (Water Code §§ 13575 *et seq.* or the “Act”) encourages retail water suppliers and recycled water producers and wholesalers to enter into contracts to facilitate the service of recycled water in the most efficient and cost-effective manner; and

WHEREAS, the Act allows a retail water supplier to delegate to a recycled water producer or wholesaler its authority to provide recycled water to a customer in the retail water supplier’s jurisdiction; and

WHEREAS, SDWD has consented to SEJPA's provision of recycled water service to the Property and has delegated to SEJPA authority under the Act to provide recycled water to CUSTOMER; and

WHEREAS, the Parties, recognizing that the use of reclaimed water is a positive and achievable future means of helping to meet the growing water demands within SDWD and Southern California, and in furtherance of the statewide goals, findings and declarations set forth in Water Code section 13576 and the Act generally, have determined that it is in their mutual best interests for the SEJPA to deliver its surplus recycled water to the Property pursuant to the terms of this AGREEMENT;

AGREEMENT

NOW, THEREFORE, in consideration of these recitals and the covenants contained herein, the Parties agree as follows:

SECTION 1. SCOPE OF AGREEMENT

The subject matter of this AGREEMENT is the mutual rights and obligations of the Parties with respect to the sale and delivery of surplus recycled water to the CUSTOMER's Property by the SEJPA. This AGREEMENT is not intended to cover, and does not include or authorize, the sale and delivery of recycled water to any other SDWD customers.

SECTION 2. DELIVERY OF RECYCLED WATER

SEJPA shall transport and deliver surplus recycled water to the CUSTOMER for use on the Property in accordance with the terms and conditions of this AGREEMENT. The annual water delivery shall be approximately 70% during May through October and approximately 30% during November through April, however the minimum monthly volume for the months of May and June shall not be less than 36 acre-feet each month during the term of this agreement, unless the CUSTOMER does not have available storage within their pond system to accept the full amount.

SECTION 3. OWNERSHIP, OPERATION, AND MAINTENANCE RESPONSIBILITIES

The SEJPA shall be responsible for the operation and maintenance of its recycled water treatment, storage and distribution system up to the recycled water service meter. The SEJPA shall be responsible for the operation, maintenance, and reading of the service meter. The SEJPA shall be responsible for invoicing the CUSTOMER and reporting recycled water usage to SDWD.

The SEJPA shall not be responsible for the installation, operation, and maintenance of any irrigation pipelines, pumps, sprinklers, storage facilities, and appurtenances located downstream of the SEJPA's recycled water service meter. CUSTOMER shall be solely responsible for such infrastructure. CUSTOMER shall also be responsible for compliance with any and all regulatory requirements associated with the storage and use of recycled water on the Property, and shall provide SEJPA with satisfactory evidence of such compliance, upon request.

SECTION 4. RECYCLED WATER QUALITY

SEJPA will provide CUSTOMER with nonpotable water that has been treated to Title 22 standards for recycled water. The SEJPA will only deliver reclaimed water that meets the requirements of the Water Reclamation Law, Water Code section 13500, et seq., including section 13521 of the Water Code regarding statewide standards, and of ORDER NO. 2000-10 MASTER RECYCLED WATER PERMIT, adopted by the California Regional Water Quality Control Board, San Diego Region, which incorporate California's Title 22 Regulations.

SECTION 5. RECYCLED WATER QUANTITY

The SEJPA shall deliver to the Property the minimum annual recycled water volume as outlined in this agreement plus any surplus recycled water produced by the SEJPA that remains available after the SEJPA has served the SEJPA's other customers. The SEJPA guarantees a minimum annual quantity to the Property as listed in Table 5-1.

Table 5-1: MINIMUM ANNUAL RECYCLED WATER QUANTITY

Year	Minimum Annual Volume (Acre-Feet)
2024-25	266
2025-26	271
2026-27	276
2027-28	284
2028-29	290
2029-30	295
2030-31	300
2031-32	300

The Parties understand and agree that the actual amount of surplus recycled water delivered by the SEJPA to the Property may be more than the minimum annual volume listed above, or less than the minimum annual volume listed above if CUSTOMER accepts less. Surplus recycled water service to the Property may be reduced or interrupted on an hourly or daily basis if no surplus recycled water is available or anticipated to be available after the SEJPA has served the SEJPA's other customers.

If the CUSTOMER requires additional water beyond the minimum annual quantity and if no surplus recycled water is available from the SEJPA, then the SEJPA will seek to provide the requested additional water by another recycled water agency or seek to provide potable water. The CUSTOMER shall be responsible for the cost of this additional water as invoiced to the SEJPA, with no additional mark-up in price or cost.

The Parties understand and agree that this AGREEMENT shall not limit the SEJPA's ability to enter into new or amended recycled water contracts, the SEJPA may do so at its sole discretion.

SECTION 6. RECYCLED WATER DELIVERY PRESSURE

Recycled water provided by the SEJPA to the Property shall be adequate to provide 500 gallons per minute to the CUSTOMER receiving pond. At the SEJPA's cost, new service connections can be added to the Property to improve or optimize the delivery of recycled water.

SECTION 7. RECYCLED WATER STORAGE; EASEMENTS

The CUSTOMER shall provide 5 million gallons of recycled water storage for the mutual benefit of both the CUSTOMER and the SEJPA. The storage system shall be comprised of existing water storage ponds located at the Encinitas Ranch Golf Course. The ponds shall provide the CUSTOMER with irrigation water storage and provide the SEJPA with wet weather peak flow storage. SEJPA shall

have system control to allow recycled water into the storage system, provided that the CUSTOMER shall be responsible for ensuring that its storage capacity monitoring system is operational and providing accurate available capacity readings to SEJPA. The CUSTOMER understands that SEJPA shall rely on the accuracy of those readings, and the CUSTOMER shall be responsible to immediately notify SEJPA in the event the CUSTOMER's storage capacity monitoring system is not operational or for any reason is not providing accurate readings. Once the storage system is full, no new water shall enter the storage system. The CUSTOMER shall have final authority to determine if its storage system is full, and in such event shall immediately notify SEJPA. The CUSTOMER shall be responsible for installing and maintaining sufficient safeguards at all times to ensure that the CUSTOMER's storage system is not over filled.

Concurrent with the execution of this AGREEMENT, the CUSTOMER shall also provide SEJPA with a recycled water pipeline and electrical service easement from Quail Gardens Drive to the 3 million-gallon Wanket reservoir tank for recycled water storage and temporary construction easement (collectively, "Easements") for benefit of the CUSTOMER, SEJPA, Olivenhain Municipal Water District, and San Dieguito Water District. These Easements shall be granted in the form attached to this AGREEMENT, and incorporated herein, as **Exhibit A**.

SECTION 8. COMPLIANCE WITH REGULATORY REQUIREMENTS

The CUSTOMER is responsible for adhering to the SEJPA's and SDWD's Rules and Regulations for Recycled Water Service, as may be amended from time to time, and to the applicable California Department of Health Services, the San Diego Regional Water Quality Control Board, and the San Diego County Department of Environmental Health regulations and specifications. The CUSTOMER shall comply with such regulations and specifications during the term of this AGREEMENT.

SECTION 9. CUSTOMER PAYMENT TO THE SEJPA FOR RECYCLED WATER

The CUSTOMER shall pay the SEJPA a fixed annual cost for the delivery of recycled water in accordance with this AGREEMENT. The cost of water, which shall be invoiced quarterly to the CUSTOMER is as follows:

TABLE 9-1: CUSTOMER PAYMENT SCHEDULE

Contract Year	Unit Cost	Annual Unit Cost Increase	Minimum Annual Water Delivery	Annual Water Cost	Quarterly Water Cost
2024-25	\$1,552.40		266	\$ 412,938	\$ 103,234
2025-26	\$1,630.02	5.00%	271	\$ 441,735	\$ 110,434
2026-27	\$1,711.52	5.00%	276	\$ 472,379	\$ 118,095
2027-28	\$1,797.10	5.00%	284	\$ 510,375	\$ 127,594
2028-29	\$1,886.95	5.00%	290	\$ 547,215	\$ 136,804
2029-30	\$1,981.30	5.00%	295	\$ 584,483	\$ 146,121
2030-31	\$2,080.36	5.00%	300	\$ 624,109	\$ 156,027
2031-32	\$2,184.38	5.00%	300	\$ 655,314	\$ 163,829

The Contract Year shall begin July 1 and end June 30. CUSTOMER shall make quarterly payments to the SEJPA by the 3rd Monday of each July, October, January, and April for each contract year of this agreement.

SECTION 10. SEJPA PAYMENT TO THE CUSTOMER FOR EASEMENTS

As good and full consideration for the Easements referenced herein and attached hereto as Exhibit A, SEJPA shall provide the CUSTOMER a total payment of One Hundred Eighty Seven Thousand Five Hundred Dollars (\$187,500). SEJPA shall pay the CUSTOMER this amount through a fixed annual cost according to the following payment schedule:

Year No.	Fiscal Year	Payment to ERGA
1	2024-25	\$ 50,000
2	2025-26	\$ 42,000
3	2026-27	\$ 33,000
4	2027-28	\$ 30,000
5	2028-29	\$ 20,000
6	2029-30	\$ 10,000
7	2030-31	\$ 2,500
8	2031-32	\$ 0
TOTAL		\$187,500

Payment for each Fiscal Year shall be made on or before June 30. SEJPA shall retain the right to prepay the part or full amount in advance of the scheduled payment.

SECTION 11. CONSTRUCTION UNDER CORTESE-KNOX-HERTZBERG ACT OF 2000

The Parties acknowledge and agree that this AGREEMENT and services provided hereunder are for the purposes of the SEJPA providing surplus recycled water to the Property, and it is not subject to Government Code section 56133 relating to the provision of extraterritorial services.

SECTION 12. ACCESS TO RECORDS

The Parties shall keep and maintain proper books and records. Such records shall include, but not be limited to, all entries concerning the quantity and quality of recycled water delivered to the CUSTOMER by the SEJPA during the term of this AGREEMENT, all tests performed by or on behalf of a Party concerning the quality of recycled water, all reports and associated records required by Order No. 2000-10, all complaints, investigations, or other reports associated with the production and delivery of recycled water, and all cost information, capital expenditures, maintenance records, and other financial data associated with the production and delivery of recycled water to the CUSTOMER. All such records except those exempt from disclosure by law shall, upon written request, be made available and subject to inspection by any duly authorized representative of any Party, SDWD, the San Diego County Water Authority, the Metropolitan Water District of Southern California, the California and San Diego County Departments of Health Services, and the California Water Quality Control Board, San Diego Region, within ten (10) days after receipt of such notification.

SECTION 13. NOTICE

Notices required or permitted under this AGREEMENT shall be sufficiently given if in writing via both email and personal serviced, or by email and deposit in the United States mail, postage prepaid, certified, return receipt requested, addressed to the Parties at the following addresses:

SEJPA: San Elijo Joint Powers Authority
2695 Manchester Avenue
Cardiff by the Sea, CA 92007
Attention: Michael Thornton, General Manager
thornton@sejpa.org

CUSTOMER: Encinitas Ranch Golf Authority
505 South Vulcan Avenue
Encinitas, CA 92024
Attention: John McNair
jmcnair@jcreports.com

It shall be the sole responsibility of each party to this AGREEMENT to promptly notify the other of any change of title and/or address as long as this AGREEMENT remains in effect.

The Parties agree that the attorney for a party listed above shall have the authority to deliver notices on such Party's behalf to the other Party.

If notice is personally served on a Party in compliance with this section, it shall be deemed delivered, given and received on the date of service. If notice is mailed to a Party in compliance with this section, it shall be deemed delivered, given and received upon the earlier of: (i) four (4) calendar days from the date of deposit in the United States mail, or (ii) the date of receipt as indicated on the return receipt.

SECTION 14. AMENDMENTS

This AGREEMENT may not be amended, changed or modified except by a writing duly executed by all of the Parties hereto.

SECTION 15. ASSIGNMENT

Neither this AGREEMENT nor any interest, right or obligation herein described, nor any monies due or to become due hereunder, shall be assigned, pledged, transferred or otherwise disposed of without the prior written consent of the Parties to this AGREEMENT, which consent shall not be unreasonably withheld.

SECTION 16. EFFECTIVE DATE

This AGREEMENT shall become effective upon the signature of the CUSTOMER and the SEJPA.

SECTION 17. TERM OF THE AGREEMENT

The term of this AGREEMENT shall commence on July 1, 2024 and shall expire on June 30, 2032, unless earlier terminated by any Party pursuant to Section 18. The Parties may agree to extend the term of this AGREEMENT for one additional seven-year term. If the Parties opt to extend this AGREEMENT, then terms of this AGREEMENT shall apply to the optional seven (7) year extension. Any Party requesting the optional extension shall deliver written notice of such request to the other Party by no later than July 1, 2031. The other Party shall deliver written notice within sixty (60) calendar days

thereafter stating whether or not it agrees to the optional extension. If both Parties agree to the optional extension, such agreement shall be stated in a written amendment to this AGREEMENT.

SECTION 18. TERMINATION OF AGREEMENT

The SEJPA may terminate this AGREEMENT upon one hundred eighty (180) days' written notice if applicable treatment standards change such that upgraded treatment is required and recycled water cannot feasibly be produced and delivered meeting those standards. The SEJPA may terminate this AGREEMENT upon thirty (30) days' written notice should the CUSTOMER breach its obligations in any material respect, and fail to cure such material breach within 20 days of notice from SEJPA. A material breach giving rise to termination shall include, but not be limited to: (1) the CUSTOMER repeatedly misuses the recycled water; (2) the CUSTOMER repeatedly fails to pay for the recycled water; (3) the CUSTOMER fails to accept the recycled water as required; and, (4) the CUSTOMER fails to maintain necessary facilities.

The CUSTOMER may terminate this AGREEMENT upon thirty (30) days' written notice should the SEJPA breach its obligations in any material respect, and fail to cure such material breach within 20 days of notice from CUSTOMER.

Beginning July 1, 2029, either party may terminate this AGREEMENT for convenience with one year's written notice.

In the event of an early termination under this Section 18 other than early termination for CUSTOMER's material breach, SEJPA shall pay to CUSTOMER any balance owed for the Easements as set forth in Section 10 and SEJPA shall reimburse CUSTOMER pro-rata for payments advanced under Section 9 for recycled water anticipated to be delivered after the effective date of termination. Any such payments by SEJPA shall be made within 90 days of the effective date of termination.

SECTION 19. BINDING EFFECT

This AGREEMENT shall be binding upon the Parties according to its terms and shall also bind and inure to the benefit of their respective successors in interest and permitted assigns.

SECTION 20. INDEMNIFICATION

The SEJPA agrees to indemnify, defend, and hold harmless the CUSTOMER and its manager, and each of their directors, officers, consultants, agents, and employees from any and all claims for damage arising out of or related to the SEJPA's negligent or intentional acts or omissions in the operation and maintenance of the San Elijo Water Reclamation Facility and the recycled water distribution facilities upstream of SDWD's meter.

The CUSTOMER agrees to indemnify, defend, and hold harmless the SEJPA and its member agencies, directors, officers, consultants, agents, and employees from any and all claims for damage, suits, or other demands arising out of or related to the CUSTOMER's negligent or intentional acts or omissions in the operation and maintenance of the CUSTOMER's facilities for distribution of the recycled water including its use of such recycled water, and in the event of any third-party claim or litigation relating to or arising out CUSTOMER's negligent or intentional acts or omissions relating to this AGREEMENT.

This indemnity paragraph is not intended by the Parties to waive any legal rights for defenses and immunities and other legal safeguards and protections from liability which are granted to public agencies and their employees under the California Tort Claims Act. The Parties' indemnification, defense and hold harmless obligations pursuant to this AGREEMENT shall survive the expiration or termination of the AGREEMENT.

SECTION 21. RESERVATION OF RIGHTS; NO VESTED RIGHTS

It is hereby expressly understood and agreed that the CUSTOMER by execution of this AGREEMENT and the exercise of the rights granted to it by this AGREEMENT shall not acquire any vested right to recycled water, and shall not acquire any vested right, title, or interest in or to the SEJPA's wastewater treatment facilities, recycled water distribution system, or any other SEJPA facilities. The SEJPA expressly reserves all of its rights except as expressly provided otherwise herein.

SECTION 22. ATTORNEY'S FEES

If any arbitration proceeding or action at law is brought to enforce or interpret the provisions of this AGREEMENT, the prevailing party shall be entitled to a reasonable attorney's fees and expert witnesses' fees which may be set by the Court in the same action brought for that purpose, in addition to any other relief to which a Party may be entitled.

SECTION 23. APPLICABLE LAW

This AGREEMENT is entered into in the State of California and California law shall apply to the interpretation and construction of all of its provisions.

SECTION 24. JURISDICTION, FORUM AND VENUE

The proper jurisdiction, forum and venue for any claims, causes of action or other proceedings concerning this AGREEMENT shall be in the state and federal courts located in the State of California, County of San Diego. The Parties agree not to bring any action or proceeding arising out of or relating to this AGREEMENT in any other jurisdiction, forum or venue. The Parties hereby submit to personal jurisdiction in the State of California for the enforcement of this AGREEMENT and hereby waive any and all personal rights under the law of any state to object to jurisdiction within the State of California for the purposes of any legal action or proceeding to enforce this AGREEMENT, whether on the grounds of inconvenient forum or otherwise.

SECTION 25. SEVERABILITY

If any non-material provision of this AGREEMENT, or any portion of any such provision, is held to be unenforceable or invalid, the remaining provisions and portions shall nevertheless be carried into effect.

SECTION 26. REMEDIES; LIQUIDATED DAMAGES

All rights and remedies of the Parties are separate and cumulative, and no one of them, whether exercised or not, shall be deemed to be to the exclusion of or to limit or prejudice any other legal or equitable rights or remedies which the Parties may have, except as otherwise expressly limited herein. Subject to the limitations or remedies imposed elsewhere in this AGREEMENT, the Parties shall not be deemed to have waived any of their rights or remedies hereunder, unless such waiver is in writing and signed by the Party to be bound. No delay or omission on the part of any Party in exercising any right or remedy shall operate as a waiver of such right or remedy or any other right or remedy. A waiver on any one occasion shall not be construed as a bar or waiver of any right or remedy on any future occasion. No waiver or any rights under this AGREEMENT shall be binding unless it is in writing signed by the party waiving such rights.

The Parties further agree that time of is the essence concerning SEJPA's construction of a recycled water pipeline and other activities as allowed by the Easements, and that if SEJPA fails to diligently complete that work and return the property to its pre-existing condition, CUSTOMER will suffer significant damage that will be extremely difficult to calculate, including lost opportunity and revenue. SEJPA agrees to include language in its construction and restoration contracts imposing liquidated damages upon its contractors in the event of project delay. If SEJPA receives liquidated damages from

its construction or restoration contractor relating to project or restoration delays, then SEJPA agrees to pass through to CUSTOMER \$500 per day of the liquidated damages SEJPA receives, as liquidated damages and not a penalty, for each day that the property is not returned to its preexisting condition.

SECTION 27. NO THIRD-PARTY BENEFICIARY

Unless otherwise expressly stated herein, this AGREEMENT creates rights and duties only between the Parties, and no third party is or shall be deemed to be or shall have any rights as a third-party beneficiary nor shall any third party have the right to enforce any provisions of this AGREEMENT.

SECTION 28. HEADINGS

The section headings contained in this AGREEMENT are for convenience only and are not part of this AGREEMENT, and do not in any way interpret, limit or amplify the scope, extent or intent of this AGREEMENT, or any of the provisions of this AGREEMENT.

SECTION 29. COUNTERPARTS

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

SECTION 30. FACSIMILE OR ELECTRONIC TRANSMISSION OF SIGNATURES

Upon execution of this AGREEMENT by each Party, a photocopied, facsimile and/or electronic transmission of each Party's signatures may be delivered to the other Party and used in place of original signatures on this AGREEMENT with the same force and effect as if the countersigned originals of this AGREEMENT had been delivered by each Party to the other Party. The Parties acknowledge and agree that they intend to and shall each be bound by such signatures on the photocopied, facsimile and/or electronic transmission of this AGREEMENT. The Parties further acknowledge and agree that they are aware that each Party will rely on their respective signatures on the photocopied, facsimile and/or electronic transmission of this AGREEMENT and hereby waive any and all defenses to enforcement of the terms of this AGREEMENT based on the form of signature.

SECTION 31. COOPERATION OF THE PARTIES

In any case where the approval or consent of a Party hereto is required, requested or otherwise to be given under this AGREEMENT, such Party shall not unreasonably delay or withhold its approval or consent.

SECTION 32. CONSTRUING THE CONTRACT

In the event of a dispute under this AGREEMENT, no Party shall be deemed to be the Party who caused the uncertainty to exist and the prescriptions of Civil Code Section 1654 shall not be applicable to such a dispute under this AGREEMENT.

SECTION 33. ENTIRE AGREEMENT

This AGREEMENT constitutes the entire understanding between the Parties hereto with respect to the subject matter hereof superseding all negotiations, prior discussions and preliminary AGREEMENTS and understandings, written or oral.

SECTION 33. INTEGRATION OF RECITALS

The Parties hereby incorporate the recitals set forth above as though they are set forth in full herein.

IN WITNESS WHEREOF the Parties hereto have caused this AGREEMENT to be executed on _____.

ENCINITAS RANCH GOLF AUTHORITY

By: _____
Name: _____
Its: _____

SAN ELIJO JOINT POWERS AUTHORITY

By: _____
Name: Michael T. Thornton, P.E.
Its: General Manager

EXHIBIT A
Form of Easements

RECORDING REQUESTED BY:

San Elijo Joint Powers Authority

WHEN RECORDED RETURN TO:

San Elijo Joint Powers Authority
2695 Manchester Avenue
Cardiff, CA 92007

NO FEE REQUIRED PER
GOVERNMENT CODE SECTION 6103

DEED TRANSFER TAX: \$ 0
EXEMPT UNDER SEC. 11922 OF
REVENUE TAXATION CODE

EASEMENT DEED

Parcel No. _____

For valuable consideration, ENCINITAS RANCH GOLF AUTHORITY, a California nonprofit mutual benefit corporation, as Grantor, hereby grants to SAN ELIJO JOINT POWERS AUTHORITY, a joint powers authority created under California Government Code Section 6502, as Grantee, its successors and assigns, a permanent easement and right-of-way thirty (30) feet in width over, under, in, and across that certain portion of Grantor’s real property located in the City of Encinitas, County of San Diego, State of California, hereinafter described, together with the right to construct from time to time, reconstruct, install, inspect, maintain, replace, remove, and use facilities of the type described herein (“Easement”).

The lands in which said Easement is hereby granted are situated in the City of Encinitas, County of San Diego, State of California, and are more particularly described in the Legal Description dated [insert date], attached hereto as Attachment “A” and incorporated by reference.

Grantor and Grantee agree that facilities constructed within the Easement shall consist of recycled water distribution pipes, electrical conduits, and appurtenances that are generally described in Attachment “B” and incorporated by reference.

Grantor and Grantee further agree that no other easement or easements shall be granted within any portion of the Easement by Grantor to any person, firm, or corporation without the prior written consent of Grantee.

Grantor and Grantee further agree that Grantor shall not erect or construct, or permit to be erected or constructed, any building, fences, walls, or other structures of any kind and no trees shall be placed, planted, or maintained within any portion of the Easement, and no shrubs or other, plants or vegetation shall be placed, planted, or maintained within any portion of the Easement which is used as a road, and that no changes in the alignment or grading of any such road shall be made without prior written consent of Grantee; except that Grantor shall be allowed to construct infrastructure similar to "like" golf courses such as turf grass areas, cart paths, irrigation systems and landscaping for golf course aesthetics and design, so long as the addition is not a water feature within the Easement, or an addition that affects surface elevation or topography in a manner that results in the gain or loss of earth or any other material within or above the Easement.

Grantor and Grantee further agree that Grantor shall not drill any well or wells within the limits of the Easement.

Grantor and Grantee further agree that Grantor shall not increase or decrease or permit to be increased or decreased, the ground elevations of the Easement existing at the time this Easement Deed is executed without the prior written consent of Grantee.

Grantor and Grantee further agree that Grantee shall have the right to clear and keep clear the Easement from buildings and structures, subject to prior notice to Grantor.

Grantee must provide Grantor with advance notice prior to accessing the Easement. Grantee will be allowed ingress/egress to access the Easement only at times and locations authorized by Grantor, except in the event of an emergency. Grantee may only exercise its easement in a manner that does not interfere with Grantor's operation of a golf course.

Grantee shall defend, indemnify and hold harmless Grantor, its manager, and each of their directors, officers, consultants, agents, and employees from and against any and all claims for damage arising out of or related to Grantee's exercise of the Easement granted herein.

The provisions of this Easement Deed shall inure to the benefit of and bind the successors and assigns of Grantor and of Grantee.

Grantor

Encinitas Ranch Golf Authority

Dated: _____

By: _____

Its: _____

Grantee

San Elijo Joint Powers Authority

Dated: _____

By: _____
Michael T. Thornton, P.E.
General Manager

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the Grant of Right of Way dated _____ from _____

_____ to the San Elijo Joint Powers Authority, a joint powers authority created under California Government Code section 6502, is hereby accepted by order of Board of Director's Resolution No.____, dated _____, authorizing the General Manager to accept and record Grants of Right of Way on behalf of San Elijo Joint Powers Authority.

SAN ELIJO JOINT POWERS AUTHORITY

Dated _____ By _____
General Manager

Project _____		
Water Atlas Page No. _____	Checked by: _____	Date: _____

RECORDING REQUESTED BY:

San Elijo Joint Powers Authority

WHEN RECORDED RETURN TO:

San Elijo Joint Powers Authority
2695 Manchester Avenue
Cardiff, CA 92007

NO FEE REQUIRED PER
GOVERNMENT CODE SECTION 6103

DEED TRANSFER TAX: \$ 0
EXEMPT UNDER SEC. 11922 OF
REVENUE TAXATION CODE

GRANT OF TEMPORARY CONSTRUCTION EASEMENT

For valuable consideration, ENCINITAS RANCH GOLF AUTHORITY, a California nonprofit mutual benefit corporation, as Grantor, hereby grants to SAN ELIJO JOINT POWERS AUTHORITY, a joint powers authority created under California Government Code Section 6502, as Grantee, its successors and assigns, a temporary construction easement and right-of-way (“TCE”) upon, in, across, over, and under that certain portion of GRANTOR’s real property located in the City of Encinitas, County of San Diego, State of California, more particularly described in the diagram attached hereto as Attachment “A” and incorporated herein by reference (“TCE Area”), for the purpose of conducting all necessary, convenient and legal activities associated with the construction of the Encinitas Ranch Golf Authority Pipeline Project (“Project”) as described in the Scope of Work included in Attachment “B”, incorporated herein by reference (“Scope of Work”).

The TCE shall commence upon execution by both parties and following approval by GRANTOR’s Board of Directors (the “Effective Date”), and will continue until _____, unless terminated earlier by either party upon 30 days’ written notice or extended by mutual written agreement (the “Term”).

This TCE allows GRANTEE, its agents, representatives, permittees and invitees to conduct the following activities reasonably necessary to accomplish the Scope of Work: (a) perform all legal activities as may be necessary to facilitate the use of the TCE; (b) non-exclusive use, control and occupy the TCE Area; (c) non-exclusive use and temporarily place and operate tools, equipment, machinery and materials on and within the TCE Area; (d) establish a temporary perimeter around the TCE Area; and (e) trim, cut or clear away any trees, brush or any other vegetation located within the TCE Area, so long as SEJPA returns the area to its pre-existing condition.

GRANTEE's use of the TCE shall be subject to the following conditions: (a) the TCE Area will be protected and maintained in a clean and safe condition; (b) for the duration of this TCE, GRANTEE shall maintain good and valid insurance coverage in an amount sufficient to cover any and all liabilities that may arise from GRANTEE's use of the TCE, including property insurance and insurance covering all construction activities; (c) GRANTEE shall submit a written plan for minimizing disruption to the operation of the Encinitas Ranch Golf Course to GRANTOR for approval prior to exercising the TCE, which will include an assurance to complete and backfill the cart crossing areas before moving further down the line, and provides for temporary path material; (d) GRANTEE shall be solely responsible for complying with any and all laws and regulations applicable to GRANTEE's use of the TCE Area, including but not limited to, obtaining and maintaining any and all permitting, any surveying, utilization of best management practices and providing any notifications required by GRANTEE's use of the TCE Area; and (e) GRANTEE shall not erect or maintain any permanent improvement, building or structure in the TCE Area.

Upon the completion of the Project or termination of the TCE, whichever is first, GRANTEE shall: (a) at GRANTEE's sole expense, remove, or cause to be removed, any and all materials, machinery, equipment and facilities from the TCE Area and shall restore, or cause to be restored, the TCE Area, including but not limited to

the surface (including without limitation, turfgrass, greens, cart paths, trees, shrubs and plants), subsurface (including without limitations, drainage, irrigation systems and electrical systems) and perimeter fencing, as near as practicable to its pre-existing condition and to the satisfaction of GRANTOR; and (b) GRANTEE's interests in the TCE Area shall automatically terminate.

The TCE shall, during its Term, run with the land and be binding upon GRANTOR and GRANTEE and their respective heirs, successors and assigns.

GRANTOR expressly warrants and represents that it has the power to grant this easement in accordance with its terms. In exchange for the temporary right of way provided herein, GRANTEE has paid to GRANTOR good and full consideration for the value of this TCE.

GRANTEE must provide GRANTOR with advance notice prior to accessing the TCE Area. GRANTEE will be allowed ingress/egress to access the TCE Area only at times and locations authorized by GRANTOR, except in the event of an emergency. TCE access shall not be unreasonably withheld.

GRANTEE shall defend, indemnify and hold harmless GRANTOR, its manager, and each of their directors, officers, consultants, agents, and employees from and against any and all claims for damage arising out of or related to GRANTEE's exercise of the TCE granted herein.

IN WITNESS WHEREOF, the parties executed this Easement on this ___ day of _____, 2023

GRANTOR:

GRANTEE:

ENCINITAS RANCH GOLF AUTHORITY
By:

SAN ELIJO JOINT POWERS AUTHORITY
By: Michael Thornton, General Manager

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
) ss:
COUNTY OF SAN DIEGO)

On _____, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

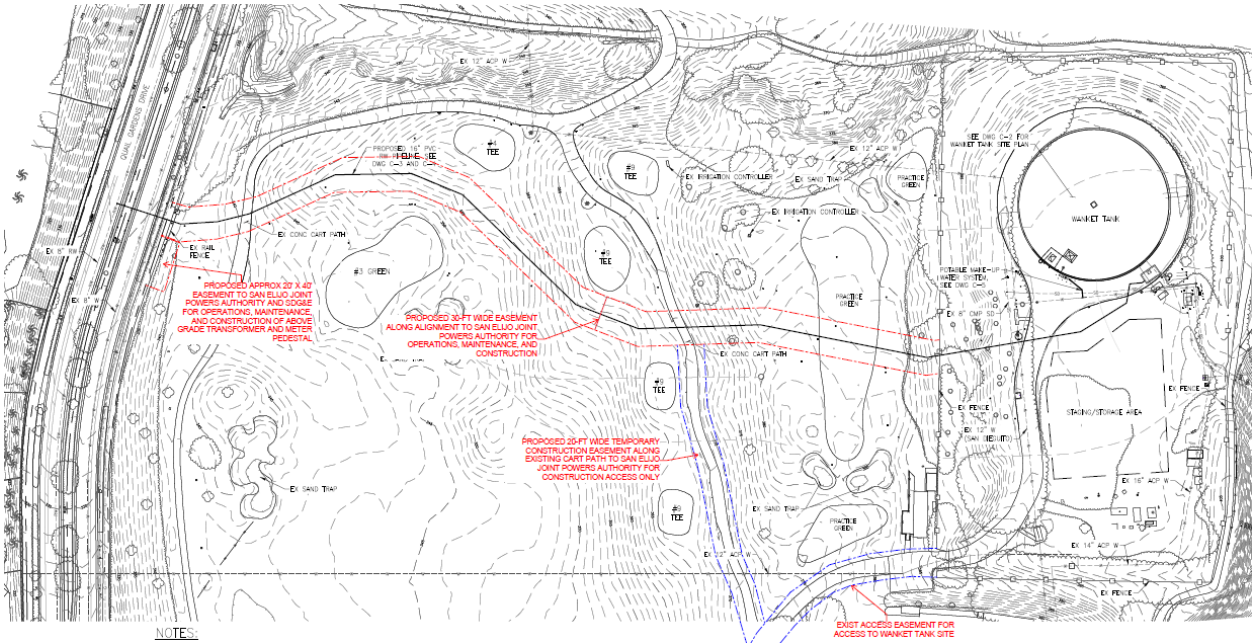
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Notary Public

Attachment A to Encinitas Ranch Golf Authority Easements

[insert legal description]



Attachment B to Encinitas Ranch Golf Authority Easements

Scope of Work

Pipeline Construction: Access to the pipeline alignment, within the permanent easement will be from Quail Gardens Road (from the west), along the temporary easement (from the south), and from the Wanket Reservoir Site (from the east). Construction sequencing will begin with the Contractor investigating underground utilities and potholing within the alignment to confirm location of potential conflicting utilities. Contractor will then remove surface features (e.g., turf, cart path) within the pipeline alignment. Contractor will excavate a trench, anticipated to be 5-ft to 9-ft deep, approximately 36" wide, installing shoring to stabilize trench walls while they work in the trench. After preparing the trench bottom, Contractor will place and compact "bedding" material, install 16-inch diameter PVC pipe, place and compact granular media around pipe, install pipe detector tape and then backfill and compact the trench zone to surface. In conjunction with the recycled water pipeline installation, Contractor will dig a parallel trench offset from pipeline alignment, approximately 30" deep and 24" wide, install electrical conduits, place colored concrete encasement, and then backfill to surface. It is anticipated that Contractor will backfill sections of pipe at the end of each shift and secure short sections of open trench with trench cover-plates. Once trench is backfilled and pipeline is pressure tested, SEJPA will notify ERGA so that ERGA can place new turf over the compacted trench and disturbed areas, which the cost will be reimbursed by SEJPA. Some incidental work on the ends of the easement alignment may occur outside of the main pipeline installation work, including work by SDG&E to set transformer and service entry section in easement fronting Quail Gardens Road, pulling electrical wire through duct bank (accessed through handholes within golf course easement), and restoration of fencing and landscaping. Work will be performed only outside of ERGA's normal operating hours; in other words, construction work will only be performed from the hours of 6:00 p.m. to 6:00 a.m., from November 5 to March 12, and from 7:30 p.m. to 5:30 a.m. from March 12 to November 5, subject to the necessary prior approvals by applicable regulatory agencies, including the City of Encinitas.

Wanket Reservoir Refurbishment and Site Work: Access to the Wanket Reservoir site will be primarily through the existing Wanket Reservoir access easement that parallels the Hole 9 Fairway and the driving range. The Contractor's activities on the Wanket Reservoir site will occur over a period of approximately 10 months and be contained within the Wanket Tank site. Construction traffic will include crew work vehicles, transport of heavy equipment including excavators, backhoes, dump trucks, and material deliveries, which will be coordinated with ERGA to minimize impacts to golf operations.

Manner of Work: SEJPA acknowledges that ERGA will continue to operate a golf course in the area of pipeline construction while the work is being performed. All work pursuant to the TCE shall be performed at such times and in such manner as to minimize disruption to play and ensure the safety of golfers, employees, and the public, consistent with the plan approved by CUSTOMER. SEJPA shall ensure no storage, laydown, parking or other activities in the TCE Area unless authorized by CUSTOMER in writing.

SAN ELIJO JOINT POWERS AUTHORITY
MEMORANDUM

August 15, 2023

TO: Board of Directors
San Elijo Joint Powers Authority

FROM: General Manager

SUBJECT: CLOSED SESSION ITEM

RECOMMENDATION

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

A closed session will be held per Government Code 54956.9(d)(2), Exposure to Litigation – One potential matter.

The attached government claim will be discussed in closed session.

Respectfully submitted,



Michael T. Thornton, P.E.
General Manager

Attachment 1: Government Claim Attachment

AIMAN-SMITH & MARCY
PROFESSIONAL CORPORATION

San Eljo Joint Powers Authority
RCVD 2023 JUL 10 PM2:47

June 28, 2023

To Whom It May Concern:

My firm represents Cari McCormick. Enclosed you will find an administrative charge, with exhibits, filed by Ms McCormick with the California Civil Rights Department, naming as respondents the California Public Employees' Retirement System, Lake County, and the State of California.

As the charge explains, Ms McCormick's claims concern how certain pension benefits are calculated and paid through CalPERS. Those claims are brought *on behalf of* a putative class of California public employees ("Plaintiff Class"). Those claims are brought *against* a putative class of California public entity employers who employed one or more members of the proposed plaintiff class ("Defendant Class"). Ms McCormick will propose that the State of California, as represented by the California Attorney General's Office, serve as class representative for the proposed Defendant Class.

We have reason to believe your public entity may have employed one or more members of the proposed Plaintiff Class, because your public entity contracts to pay pension benefits through CalPERS. For that reason, we are serving Ms McCormick's FEHA charge on your public entity pursuant to Government Code section 12962(b). In addition, to the extent the government claim presentation requirements may apply, we hereby present the enclosed charge as a government claim.

For more information, please see the enclosed charge.

Regards,

AIMAN-SMITH & MARCY
PROFESSIONAL CORPORATION

/s/ Brent A. Robinson

Counsel for Plaintiff Cari McCormick
bar@asmlawyers.com

Enclosures



Civil Rights Department

KEVIN KISH, DIRECTOR

2218 Kausen Drive, Suite 100 | Elk Grove | CA | 95758
800-884-1684 (voice) | 800-700-2320 (TTY) | California's Relay Service at 711
calcivilrights.ca.gov | contact.center@calcivilrights.ca.gov

June 8, 2023

Brent Robinson
Aiman-Smith & Marcy, 7677 Oakport Street, Suite 1150
Oakland, California 94621

RE: Notice to Complainant's Attorney
CRD Matter Number: 202306-20925508
Right to Sue: McCormick / California Public Employees' Retirement System et al.

Dear Brent Robinson:

Attached is a copy of your complaint of discrimination filed with the Civil Rights Department (CRD) pursuant to the California Fair Employment and Housing Act, Government Code section 12900 et seq. Also attached is a copy of your Notice of Case Closure and Right to Sue.

Pursuant to Government Code section 12962, CRD will not serve these documents on the employer. You must serve the complaint separately, to all named respondents. Please refer to the attached Notice of Case Closure and Right to Sue for information regarding filing a private lawsuit in the State of California. A courtesy "Notice of Filing of Discrimination Complaint" is attached for your convenience.

Be advised that the CRD does not review or edit the complaint form to ensure that it meets procedural or statutory requirements.

Sincerely,

Civil Rights Department



Civil Rights Department

2218 Kausen Drive, Suite 100 | Elk Grove | CA | 95758
800-884-1684 (voice) | 800-700-2320 (TTY) | California's Relay Service at 711
calcivilrights.ca.gov | contact.center@calcivilrights.ca.gov

June 8, 2023

RE: Notice of Filing of Discrimination Complaint
CRD Matter Number: 202306-20925508
Right to Sue: McCormick / California Public Employees' Retirement System et al.

To All Respondent(s):

Enclosed is a copy of a complaint of discrimination that has been filed with the Civil Rights Department (CRD) in accordance with Government Code section 12960. This constitutes service of the complaint pursuant to Government Code section 12962. The complainant has requested an authorization to file a lawsuit. A copy of the Notice of Case Closure and Right to Sue is enclosed for your records.

Please refer to the attached complaint for a list of all respondent(s) and their contact information.

No response to CRD is requested or required.

Sincerely,

Civil Rights Department



Civil Rights Department

KEVIN KISH, DIRECTOR

2218 Kausen Drive, Suite 100 | Elk Grove | CA | 95758
800-884-1684 (voice) | 800-700-2320 (TTY) | California's Relay Service at 711
calcivilrights.ca.gov | contact.center@calcivilrights.ca.gov

June 8, 2023

Cari McCormick

RE: Notice of Case Closure and Right to Sue

CRD Matter Number: 202306-20925508

Right to Sue: McCormick / California Public Employees' Retirement System et al.

Dear Cari McCormick:

This letter informs you that the above-referenced complaint filed with the Civil Rights Department (CRD) has been closed effective June 8, 2023 because an immediate Right to Sue notice was requested.

This letter is also your Right to Sue notice. According to Government Code section 12965, subdivision (b), a civil action may be brought under the provisions of the Fair Employment and Housing Act against the person, employer, labor organization or employment agency named in the above-referenced complaint. The civil action must be filed within one year from the date of this letter.

To obtain a federal Right to Sue notice, you must contact the U.S. Equal Employment Opportunity Commission (EEOC) to file a complaint within 30 days of receipt of this CRD Notice of Case Closure or within 300 days of the alleged discriminatory act, whichever is earlier.

Sincerely,

Civil Rights Department

1 **COMPLAINT OF EMPLOYMENT DISCRIMINATION**
2 **BEFORE THE STATE OF CALIFORNIA**
3 **Civil Rights Department**
4 **Under the California Fair Employment and Housing Act**
5 **(Gov. Code, § 12900 et seq.)**

6 **In the Matter of the Complaint of**

7 Cari McCormick

CRD No. 202306-20925508

8 Complainant,

9 vs.

10 California Public Employees' Retirement System
11 Lincoln Plaza East 400 Q Street Room 1820
12 Sacramento, CA 95811

13 Lake County
14 255 North Forbes Street
15 Lakeport, CA 95453

16 State of California
17 c/o Attorney General Rob Bonta, Department of
18 Justice, P.O. Box 944255
19 Sacramento, CA 94244-2550

20 Respondents

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23 1. Respondent **California Public Employees' Retirement System** is an **employer** subject to
24 suit under the California Fair Employment and Housing Act (FEHA) (Gov. Code, § 12900 et
25 seq.).

26 2. Complainant is naming **Lake County** business as Co-Respondent(s).
27 Complainant is naming **State of California** business as Co-Respondent(s).

28 3. Complainant **Cari McCormick**, resides in the City of , State of .

4. Complainant alleges that on or about **June 1, 2023**, respondent took the following
adverse actions:

Complainant was discriminated against because of complainant's age (40 and over) and
as a result of the discrimination was denied equal pay, other.

1 **Additional Complaint Details:** See Exhibits A, B, and C attached hereto.

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-2-

Complaint – CRD No. 202306-20925508

27

Date Filed: June 8, 2023

28

1 VERIFICATION

2 I, **Brent A. Robinson**, am the **Attorney** in the above-entitled complaint. I have read
3 the foregoing complaint and know the contents thereof. The matters alleged are
4 based on information and belief, which I believe to be true.

5 On June 8, 2023, I declare under penalty of perjury under the laws of the State of
6 California that the foregoing is true and correct.

San Francisco, CA

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EXHIBIT A

Exhibit A – Claim Narrative

Plaintiff Cari McCormick is an individual.

Defendants California Public Employees' Retirement System ("CalPERS"), State of California, and County of Lake are California governmental entities.

Plaintiff is ignorant of the true names or capacities of defendants named herein as Does 1 through 3,000, inclusive, and therefore identifies these defendants by these fictitious names. Each of the defendants named herein or designated as a Doe, is liable or in some manner legally responsible for the events alleged herein.

Plaintiff seeks to have the State of California, represented by the California Attorney General's Office, appointed to represent a defendant class, which includes all public entities that both employed one or more Plaintiffs, and are liable for employer-side retirement contributions for one or more Plaintiffs. A list of public entities believed to potentially be included within that defendant class, based on their listing as employers within the 2021-2022 Annual Comprehensive Financial Report published by CalPERS, is attached as Exhibit C.

Plaintiff refers to all defendants here collectively as "Defendants."

Plaintiff seeks to represent a plaintiff class of similarly situated persons. The class includes all persons who were employed by Defendants; who were at or over age 40 at the time they became members of the CalPERS system; who applied for and were granted ordinary disability retirement; whose retirement benefits are administered by CalPERS; and either (1) who have ever received disability retirement benefit payments pursuant to Government Code section 21423, who were over age 41 at membership in CalPERS, and who at retirement were credited with 18.518 or fewer years of actual service; or (2) who have ever received disability retirement benefit payments pursuant to Government Code section 21098, and who at retirement were credited with 24.691 or fewer years of actual service; or (3) who have ever received disability retirement benefit payments pursuant to Government Code section 21424, and who at retirement were credited with 29.629 or fewer years of actual service.

Plaintiff was employed by County of Lake; was over age 40 at membership in CalPERS; applied for and was granted ordinary disability retirement; receives benefits administered by CalPERS; and presently receives monthly disability benefit payments pursuant to one of the sections listed above. *See, generally, McCormick v. Public Employees' Retirement System* (2019) 41 Cal.App.5th 428.

Plaintiff refers to herself and the proposed plaintiff class collectively as "Plaintiffs."

At all relevant times, each of the Defendants was the agent of each of the remaining Defendants and, in doing the things alleged herein, was acting with the course and scope of such agency.

Each of the Defendants' actions or omissions as alleged herein was ratified by each of the remaining Defendants. Each of the acts or omissions of a Defendant's agents as alleged herein was ratified by that Defendant, as well as by each of the remaining Defendants. Each of the Defendants had knowledge of unlawful discrimination practiced upon its employees by the other Defendants, and failed to thereafter take all reasonable steps to prevent further discrimination against its employees. Each of the Defendants provided substantial assistance or encouragement to the other Defendants in the discrimination alleged here, and thereby caused harm to Plaintiff and the proposed class. Each of the Defendants had knowledge of the discrimination alleged here, and cooperated in that discrimination. For purposes of the discrimination alleged here, each of the Defendants was a joint employer and engaged in a joint venture, including by engaging in a combination of resources to carry out a single undertaking, with each having separate ownership interests in the joint undertaking, joint control, and an agreement to share profits and losses of that joint undertaking.

California law governs Plaintiffs' retirement benefits, and provides for ordinary disability retirement benefits for certain public employees such as Plaintiff who are rendered unable to do their job by any non-industrial long-term disability.

California law calculates such ordinary disability retirement benefits in a way that discriminates based on advanced age at membership. Government Code sections 21098, 21424, and 21423 each provides for younger employees to receive an ordinary disability retirement benefit equal to at least 33.333% of their final compensation. By contrast, older employees receive significantly reduced benefits, because those benefits are based on imputed years of service through age 60. For example, assume two state miscellaneous first-tier employees are otherwise identical, except that one was hired at age 18, the other at age 49. Each puts in 10 years of actual credited service, and each is forced to retire due to disabilities. The 18-year-old-at-hire will receive a benefit equal to 33.333% of his final compensation, because the formula gives him service credit as if he had worked without interruption through age 60. By contrast, the 49-year-old-at-hire will receive a benefit equal to just 19.8% under section 21423, with the difference in benefit amounts solely due to the older employee's advanced age.

Defendants are liable for disparate treatment. Defendants are qualifying employers, and employed Plaintiffs. Plaintiffs were over age 40 at membership. Defendants paid Plaintiffs reduced retirement benefits compared to employees younger at membership. Plaintiffs' age over 40 at membership was a substantial motivating factor in Defendants' determination and payment of the amount of Plaintiffs' disability retirement benefits. Plaintiffs have been harmed. Defendants' payment of reduced benefits to Plaintiffs is a substantial factor in causing them harm.

Defendants are also liable for pattern-or-practice of intentional discrimination. Discrimination is Defendants' standard operating procedure, rather than an unusual practice, and that standard operating procedure is a substantial factor in harming Plaintiffs.

Exhibit A

Page 3

Defendants are also liable for disparate impact. Defendants are qualifying employers, and employed Plaintiffs. Plaintiffs were over age 40 at membership. Defendants maintained a common policy or practice that has a disproportionate adverse effect on persons over age 40 at membership. Plaintiffs have been harmed. Defendants' policy or practice was a substantial factor in causing Plaintiffs' harm.

Defendants are also liable for their failure to prevent discrimination against Plaintiffs. Defendants knew or should have known of the above-alleged discrimination, and failed to take all reasonable steps necessary to prevent the same from occurring, thereby causing harm to Plaintiffs.

Defendants are also liable for breach of contract. At hiring, Defendants promised Plaintiffs future pay in exchange for present work, and Defendants' monthly retirement benefit payments are wages paid after the fact for Plaintiffs' years of labor. *See, e.g., Kern v. Long Beach* (1947) 29 Cal.2d 848, 850-852. The retirement benefit provisions at issue are contractual terms of class members' employment agreements: by those retirement provisions, Defendants promised class members future pay in exchange for present work, and once class members began performance, class members obtained a vested contractual right to the benefits Defendants had promised. *See, e.g., McGlynn v. State of California* (2018) 21 Cal.App.5th 548, 559.

Defendants maintained express written contractual terms of employment that provided for class members to be paid reduced retirement benefits based on their advanced ages at hiring. *See, Gov. Code §§ 21098, 21424, 21423.* Those terms of employment violate or are contrary to overriding state laws (*i.e.*, Gov. Code § 12940, subd. (a)) regulating such terms of employment, by providing for reduced compensation based solely on an employees' advanced age at hiring. To that extent, those terms of employment are contrary to superseding state law, they are illegal contractual terms, they are contrary to public policy, and they are therefore void. *See, Civil Code § 1667.* The unlawful terms of Plaintiffs' contracts with Defendants are severable, such that the illegal contract terms should be severed, and the balance of the contracts enforced. *Armendariz v. Found. Health Psychcare Servs., Inc.* (2000) 24 Cal.4th 83, 124. With illegal contractual terms severed, class members' contracts with the Defendants provide for class members to receive equal retirement benefits.

Alternately, FEHA's prohibition on age discrimination constitutes a contractual term of employment implied by operation of law into Plaintiffs' employment agreements with Defendants, such that Defendants were subject to a contractual duty to pay nondiscriminatory retirement benefits. *See, Castillo v. Express Escrow Company* (2007) 146 Cal.App.4th 1301, 1308 ("all laws in existence when the agreement was made become part of the contract"); *Anderson v. Time Warner Telecom of California* (2005) 129 Cal.App.4th 411, 418 ("All applicable laws are presumed to be known by the parties and to form a part of the agreement as if those laws were expressly referred to and incorporated."); *Coral Farms, L.P. v. Mahony* (2021) 63 Cal.App.5th 719, 731 ("The incorporation of current law into a contract is presumed and does not require a deliberate expression by the parties.").

The terms of Plaintiffs' employment contracts were sufficiently clear that the parties could understand what each was required to do, the parties exchanged consideration, and the parties agreed to terms. Plaintiffs did all, or substantially all, of the significant things their contracts required of them. Defendants failed to pay non-discriminatory benefits under the contracts, or paid discriminatory benefits in violation of the contracts. Plaintiffs were harmed. Defendants' breaches of contract were a substantial factor in causing Plaintiffs' harm.

The harm to Plaintiffs includes the loss of retirement benefits, the loss of additional amounts of money each would have received had he or she not suffered such unlawful discrimination, and harm in the form of humiliation, mental anguish, and emotional distress.

Defendants are also liable for prospective relief for violations of California's Equal Protection clause. Such relief includes declaratory relief, injunctive relief, and issuance of writs of mandamus and/or prohibition.

Thus, Defendants' unlawful policies and practices as alleged adversely affect, in a similar manner, a class of persons of which Plaintiff is a member, and raise substantial questions of law and fact that are common to that class. For those reasons, Plaintiff files this charge on behalf of a class of all others similarly situated, and seeks to represent the same.

EXHIBIT B

Exhibit B – Required Claim Information (Gov. Code § 910)

Name of Claimant:	Cari McCormick
Address of Claimant, and Address Where Notices re Claim Should Be Sent:	Cari McCormick c/o Brent A. Robinson Aiman-Smith & Marcy, PC 7677 Oakport Street, Suite 1150 Oakland, CA 94621
Date, Place, and Other Circumstances of the Occurrence or Transaction which Gave Rise to the Claim Asserted:	Following a decision in favor of Ms McCormick by the First District Court of Appeal in 2019, CalPERS granted Ms McCormick ordinary disability retirement. For additional information about facts giving rise to claim asserted, see Exhibit A.
A General Description of the Loss Incurred:	See Exhibit A for detailed factual narrative.
The Name or Names of the Public Employees Causing the Injury, Damage, or Loss, if Known:	Unknown.
The Amount Claimed If Less than \$10k:	The amount claimed exceeds \$10k.

Note: This Claim is presented on behalf of a class of similarly situated persons. Claimant is the proposed representative claimant. The class description is provided in Exhibit A.

EXHIBIT C

Exhibit C – List of Potential Defendants

1. South San Joaquin County Fire Authority
2. Central Fire Protection District of Santa Cruz County
3. California Intergovernmental Risk Authority
4. State of California
5. Alameda County Office of Education
6. Alpine County Office of Education
7. Amador County Office of Education
8. Butte County Office of Education
9. Calaveras County Office of Education
10. Colusa County Office of Education
11. Contra Costa County Office of Education
12. Del Norte County Office of Education
13. El Dorado County Office of Education
14. Fresno County Office of Education
15. Glenn County Office of Education
16. Humboldt County Office of Education
17. Imperial County Office of Education
18. Inyo County Office of Education
19. Kern County Office of Education
20. Kings County Office of Education
21. Lake County Office of Education
22. Lassen County Office of Education
23. Los Angeles County Office of Education
24. Madera County Office of Education
25. Marin County Office of Education
26. Mariposa County Office of Education
27. Mendocino County Office of Education
28. Merced County Office of Education
29. Modoc County Office of Education
30. Mono County Office of Education
31. Monterey County Office of Education
32. Napa County Office of Education
33. Nevada County Office of Education
34. Los Angeles Unified School District
35. Los Angeles Community College District
36. San Diego County Office of Education
37. Alpine County
38. Amador County
39. Butte County
40. Calaveras County
41. Colusa County

Exhibit C

Page 2

42. Del Norte County
43. El Dorado County
44. Glenn County
45. Humboldt County
46. Inyo County
47. Kings County
48. Lake County
49. Lassen County
50. Madera County
51. Mariposa County
52. Modoc County
53. Mono County
54. Monterey County
55. Napa County
56. Nevada County
57. Placer County
58. Plumas County
59. Riverside County
60. San Benito County
61. San Joaquin County
62. Santa Clara County
63. Santa Cruz County
64. Shasta County
65. Sierra County
66. Siskiyou County
67. Solano County
68. Sutter County
69. Tehama County
70. Trinity County
71. Tuolumne County
72. Yolo County
73. Yuba County
74. Adelanto
75. Agoura Hills
76. Alameda
77. Albany
78. Alhambra
79. Aliso Viejo
80. Alturas
81. American Canyon
82. Anaheim
83. Anderson
84. Angels

Exhibit C

Page 3

85. Antioch
86. Apple Valley
87. Arcadia
88. Arcata
89. Arroyo Grande
90. Artesia
91. Arvin
92. Atascadero
93. Atherton
94. Atwater
95. Auburn
96. Avalon
97. Avenal
98. Azusa
99. Bakersfield
100. Baldwin Park
101. Banning
102. Barstow
103. Beaumont
104. Bell
105. Bell Gardens
106. Bellflower
107. Belmont
108. Belvedere
109. Benicia
110. Berkeley
111. Beverly Hills
112. Biggs
113. Bishop
114. Blue Lake
115. Blythe
116. Bradbury
117. Brawley
118. Brea
119. Brentwood
120. Brisbane
121. Buellton
122. Buena Park
123. Burbank
124. Burlingame
125. Calabasas
126. Calexico
127. California City

Exhibit C
Page 4

128. Calimesa
129. Calipatria
130. Calistoga
131. Camarillo
132. Campbell
133. Canyon Lake
134. Capitola
135. Carlsbad
136. Carmel-By-The-Sea
137. Carpinteria
138. Carson
139. Cathedral City
140. Cerritos
141. Chico
142. Chino
143. Chowchilla
144. Chula Vista
145. Citrus Heights
146. Claremont
147. Clayton
148. Clearlake
149. Cloverdale
150. Clovis
151. Coachella City
152. Coalinga
153. Colfax
154. Colma
155. Colton
156. Colusa
157. Commerce
158. Compton
159. Concord
160. Corcoran
161. Corning
162. Corona
163. Coronado
164. Corte Madera
165. Costa Mesa
166. Cotati
167. Covina
168. Crescent City
169. Cudahy
170. Culver City

Exhibit C

Page 5

171. Cupertino
172. Cypress
173. Daly City
174. Dana Point
175. Davis
176. Del Mar
177. Del Rey Oaks
178. Delano
179. Desert Hot Springs
180. Diamond Bar
181. Dinuba
182. Dixon
183. Dos Palos
184. Downey
185. Duarte
186. Dublin
187. Dunsmuir
188. East Palo Alto
189. Eastvale
190. El Cajon
191. El Centro
192. El Cerrito
193. El Monte
194. El Segundo
195. Elk Grove
196. Emeryville
197. Encinitas
198. Escalon
199. Escondido
200. Etna
201. Eureka
202. Exeter
203. Fairfax
204. Fairfield
205. Farmersville
206. Fillmore
207. Firebaugh
208. Folsom
209. Fontana
210. Fort Bragg
211. Fortuna
212. Foster City
213. Fountain Valley

Exhibit C

Page 6

- 214. Fowler
- 215. Fremont
- 216. Fullerton
- 217. Galt
- 218. Garden Grove
- 219. Gardena
- 220. Gilroy
- 221. Glendale
- 222. Glendora
- 223. Goleta
- 224. Gonzales
- 225. Grand Terrace
- 226. Grass Valley
- 227. Greenfield
- 228. Gridley
- 229. Grover Beach
- 230. Guadalupe
- 231. Gustine
- 232. Half Moon Bay
- 233. Hanford
- 234. Hawaiian Gardens
- 235. Hawthorne
- 236. Hayward
- 237. Healdsburg
- 238. Hemet
- 239. Hercules
- 240. Hermosa Beach
- 241. Hesperia
- 242. Hidden Hills
- 243. Highland
- 244. Hillsborough
- 245. Hollister
- 246. Hughson
- 247. Huntington Beach
- 248. Huntington Park
- 249. Imperial
- 250. Imperial Beach
- 251. Indian Wells
- 252. Indio
- 253. Industry
- 254. Inglewood
- 255. Ione
- 256. Irvine

Exhibit C

Page 7

- 257. Irwindale
- 258. Jackson
- 259. Kerman
- 260. King City
- 261. Kingsburg
- 262. La Canada Flintridge
- 263. La Habra
- 264. La Habra Heights
- 265. La Mesa
- 266. La Mirada
- 267. La Palma
- 268. La Puente
- 269. La Quinta
- 270. La Verne
- 271. Laguna Beach
- 272. Laguna Hills
- 273. Laguna Niguel
- 274. Laguna Woods
- 275. Lake Elsinore
- 276. Lake Forest
- 277. Lakeport
- 278. Lakewood
- 279. Lancaster
- 280. Larkspur
- 281. Lathrop
- 282. Lawndale
- 283. Lemon Grove
- 284. Lemoore
- 285. Lincoln
- 286. Lindsay
- 287. Live Oak
- 288. Livermore
- 289. Livingston
- 290. Lodi
- 291. Loma Linda
- 292. Lomita
- 293. Lompoc
- 294. Long Beach
- 295. Loomis
- 296. Los Alamitos
- 297. Los Altos
- 298. Los Altos Hills
- 299. Los Banos

Exhibit C
Page 8

- 300. Los Gatos
- 301. Lynwood
- 302. Madera
- 303. Malibu
- 304. Mammoth Lakes
- 305. Manhattan Beach
- 306. Manteca
- 307. Marina
- 308. Martinez
- 309. Marysville
- 310. Maywood
- 311. Mendota
- 312. Menifee
- 313. Menlo Park
- 314. Merced
- 315. Mill Valley
- 316. Millbrae
- 317. Milpitas
- 318. Mission Viejo
- 319. Modesto
- 320. Monrovia
- 321. Montague
- 322. Montclair
- 323. Monte Sereno
- 324. Montebello
- 325. Monterey
- 326. Monterey Park
- 327. Moorpark
- 328. Moraga
- 329. Moreno Valley
- 330. Morgan Hill
- 331. Morro Bay
- 332. Mountain View
- 333. Mt. Shasta
- 334. Murrieta
- 335. Napa
- 336. National City
- 337. Needles
- 338. Nevada City
- 339. Newark
- 340. Newman
- 341. Newport Beach
- 342. Norco

Exhibit C

Page 9

- 343. Norwalk
- 344. Novato
- 345. Oakdale
- 346. Oakland
- 347. Oakley
- 348. Oceanside
- 349. Ojai
- 350. Ontario
- 351. Orange
- 352. Orange Cove
- 353. Orland
- 354. Oroville
- 355. Oxnard
- 356. Pacific Grove
- 357. Pacifica
- 358. Palm Desert
- 359. Palm Springs
- 360. Palmdale
- 361. Palo Alto
- 362. Palos Verdes Estates
- 363. Paradise
- 364. Paramount
- 365. Parlier
- 366. Pasadena
- 367. Paso Robles
- 368. Patterson
- 369. Perris
- 370. Petaluma
- 371. Pico Rivera
- 372. Piedmont
- 373. Pinole
- 374. Pismo Beach
- 375. Pittsburg
- 376. Placentia
- 377. Placerville
- 378. Pleasant Hill
- 379. Pleasanton
- 380. Pomona
- 381. Port Hueneme
- 382. Porterville
- 383. Portola
- 384. Portola Valley
- 385. Poway

Exhibit C
Page 10

- 386. Rancho Cordova
- 387. Rancho Cucamonga
- 388.
- 389. Rancho Mirage
- 390. Rancho Palos Verdes
- 391. Rancho Santa Margarita
- 392. Red Bluff
- 393. Redding
- 394. Redlands
- 395. Redondo Beach
- 396. Redwood City
- 397. Reedley
- 398. Rialto
- 399. Richmond
- 400. Ridgecrest
- 401. Rio Vista
- 402. Ripon
- 403. Riverbank
- 404. Riverside
- 405. Rocklin
- 406. Rohnert Park
- 407. Rolling Hills
- 408. Rolling Hills Estates
- 409. Rosemead
- 410. Roseville
- 411. Ross
- 412. Sacramento
- 413. Salinas
- 414. San Anselmo
- 415. San Bernardino
- 416. San Bruno
- 417. San Buenaventura
- 418. San Carlos
- 419. San Clemente
- 420. San Dimas
- 421. San Fernando
- 422. San Francisco
- 423. San Gabriel
- 424. San Jacinto
- 425. San Joaquin
- 426. San Jose
- 427. San Leandro
- 428. San Luis Obispo

Exhibit C

Page 11

- 429. San Marcos
- 430. San Marino
- 431. San Mateo
- 432. San Pablo
- 433. San Ramon
- 434. Sand City
- 435. Sanger
- 436. Santa Ana
- 437. Santa Barbara
- 438. Santa Clara
- 439. Santa Clarita
- 440. Santa Cruz
- 441. Santa Fe Springs
- 442. Santa Maria
- 443. Santa Monica
- 444. Santa Paula
- 445. Santa Rosa
- 446. Santee
- 447. Saratoga
- 448. Sausalito
- 449. Scotts Valley
- 450. Seal Beach
- 451. Seaside
- 452. Sebastopol
- 453. Selma
- 454. Shafter
- 455. Shasta Lake
- 456. Sierra Madre
- 457. Signal Hill
- 458. Simi Valley
- 459. Solana Beach
- 460. Soledad
- 461. Solvang
- 462. Sonoma
- 463. Sonora
- 464. South El Monte
- 465. South Gate
- 466. South Lake Tahoe
- 467. South Pasadena
- 468. South San Francisco
- 469. St. Helena
- 470. Stanton
- 471. Stockton

Exhibit C
Page 12

- 472. Suisun City
- 473. Sunnyvale
- 474. Susanville
- 475. Sutter Creek
- 476. Taft
- 477. Tehachapi
- 478. Temecula
- 479. Temple City
- 480. Thousand Oaks
- 481. Tiburon
- 482. Torrance
- 483. Tracy
- 484. Truckee
- 485. Tulare
- 486. Tulelake
- 487. Turlock
- 488. Tustin
- 489. Twentynine Palms
- 490. Ukiah
- 491. Union City
- 492. Upland
- 493. Vacaville
- 494. Vallejo
- 495. Vernon
- 496. Victorville
- 497. Villa Park
- 498. Visalia
- 499. Vista
- 500. Walnut
- 501. Walnut Creek
- 502. Wasco
- 503. Waterford
- 504. Watsonville
- 505. Weed
- 506. West Covina
- 507. West Hollywood
- 508. West Sacramento
- 509. Westlake Village
- 510. Westminster
- 511. Whittier
- 512. Wildomar
- 513. Williams
- 514. Willits

Exhibit C

Page 13

- 515. Willows
- 516. Windsor
- 517. Winters
- 518. Woodlake
- 519. Woodland
- 520. Woodside
- 521. Yorba Linda
- 522. Yountville
- 523. Yreka
- 524. Yuba City
- 525. Yucaipa
- 526. Yucca Valley
- 527. Academic Senate for California Community Colleges
- 528. Access Services Incorporated
- 529. Agoura Hills and Calabasas Community Center
- 530. Alameda Alliance for Health
- 531. Alameda Corridor Transportation Authority
- 532. Alameda County Fire Department
- 533. Alameda County Law Library
- 534. Alameda County Mosquito Abatement District
- 535. Alameda County Schools Insurance Group
- 536. Alameda County Transportation Commission
- 537. Alameda County Waste Management Authority
- 538. Alameda County Water District
- 539. Alliance of Schools for Cooperative Insurance Programs
- 540. Alpine Fire Protection District
- 541. Alpine Springs County Water District
- 542. Alta California Regional Center, Inc.
- 543. Alta Irrigation District
- 544. Altadena Library District
- 545. Amador County Transportation Commission
- 546. Amador Transit
- 547. Amador Water Agency
- 548. American Canyon Fire Protection District
- 549. American River Flood Control District
- 550. Anderson Cemetery District
- 551. Anderson Fire Protection District
- 552. Angiola Water District
- 553. Antelope Valley Mosquito and Vector Control District
- 554. Antelope Valley Schools Transportation Agency
- 555. Antelope Valley Transit Authority
- 556. Apple Valley Fire Protection District
- 557. Arbuckle-College City Fire Protection District

- 558. Arcade Creek Recreation and Park District
- 559. Arcata Fire Protection District
- 560. Area 12 Agency on Aging
- 561. Aromas Water District
- 562. Arrowbear Park County Water District
- 563. Arroyo Grande District Cemetery
- 564. Associated Students California State University San Bernardino
- 565. Associated Students Inc., California State University, Fullerton
- 566. Associated Students Incorporated of California State University East Bay
- 567. Associated Students Incorporated of California State University Stanislaus
- 568. Associated Students of California State University, Chico
- 569. Association of California Water Agencies
- 570. Association of California Water Agencies - Joint Powers Insurance Authority
- 571. Association of Monterey Bay Area Governments
- 572. Atascadero Cemetery District
- 573. Auburn Area Recreation and Park District
- 574. Auburn Public Cemetery District
- 575. Avila Beach Community Services District
- 576. Aztec Shops, Ltd.
- 577. Bard Water District
- 578. Bardsdale Cemetery District
- 579. Barstow Cemetery District
- 580. Bay Area Air Quality Management District
- 581. Bay Area Water Supply and Conservation Agency
- 582. Beach Cities Health District
- 583. Bear Mountain Recreation and Park District
- 584. Bear Valley Community Services District
- 585. Beaumont District Library
- 586. Beaumont-Cherry Valley Recreation and Park District
- 587. Beaumont-Cherry Valley Water District
- 588. Bella Vista Water District
- 589. Belmont Fire Protection District
- 590. Belmont-San Carlos Fire Department
- 591. Belvedere-Tiburon Library Agency
- 592. Benicia City Housing Authority
- 593. Berkeley Housing Authority
- 594. BETA Healthcare Group Risk Management Authority
- 595. Big Bear Area Regional Wastewater Agency
- 596. Big Bear City Airport District
- 597. Big Bear City Community Services District
- 598. Big Bear Municipal Water District
- 599. Bighorn-Desert View Water Agency
- 600. Black Gold Cooperative Library System

Exhibit C

Page 15

601. Blanchard/Santa Paula Public Library District
602. Blue Lake Fire Protection District
603. Bodega Bay Fire Protection District
604. Bolinas Community Public Utility District
605. Bolinas Fire Protection District
606. Bonita-Sunnyside Fire Protection District
607. Boron Community Services District
608. Borrego Springs Fire Protection District
609. Borrego Water District
610. Boulder Creek Fire Protection District
611. Branciforte Fire Protection District
612. Brannan-Andrus Levee Maintenance District
613. Broadmoor Police Protection District
614. Brooktrails Township Community Services District
615. Browns Valley Irrigation District
616. Buckingham Park County Water District
617. Buena Park Library District
618. Burney Basin Mosquito Abatement District
619. Burney Fire District
620. Burney Water District
621. Butte County Air Quality Management District
622. Butte County Association of Governments
623. Butte County Fair Association
624. Butte County In-Home Supportive Services Public Authority
625. Butte County Mosquito and Vector Control District
626. Butte Local Agency Formation Commission
627. Butte Schools Self-Funded Programs
628. Butte-Glenn Community College District
629. Byron-Bethany Irrigation District
630. Cabrillo College Foundation
631. Cachuma Operation and Maintenance Board
632. Cal Poly Corporation
633. Cal Poly Pomona Foundation, Inc.
634. Calaveras Council of Governments
635. Calaveras County Water District
636. Calaveras Public Utility District
637. California Association for Park and Recreation Indemnity
638. California Authority of Racing Fairs
639. California Bear Credit Union
640. California Central Valley Flood Control Association
641. California Fair Services Authority
642. California Fairs Financing Authority
643. California Firefighter's Joint Apprenticeship Committee

Exhibit C
Page 16

644. California Interscholastic Federation, Central Coast Section
645. California Interscholastic Federation, Central Section
646. California Interscholastic Federation, North Coast Section
647. California Interscholastic Federation, Northern Section
648. California Interscholastic Federation, Sac- Joaquin Section
649. California Interscholastic Federation, San Diego Section
650. California Interscholastic Federation, Southern Section
651. California Interscholastic Federation, State Office
652. California Joint Powers Insurance Authority
653. California Joint Powers Risk Management Authority
654. California Maritime Academy Foundation, Inc.
655. California Municipal Utilities Association
656. California Pines Community Services District
657. California Redevelopment Association Foundation
658. California School Boards Association
659. California Special Districts Association
660. California State University, Bakersfield Foundation
661. California State University, East Bay Foundation, Inc.
662. "California State University, Fresno Athletic Corporation"
663. California State University, Stanislaus Auxiliary and Business Services
664. California State University-Fresno Association, Inc.
665. Callayomi County Water District
666. Calleguas Municipal Water District
667. Camarillo Health Care District
668. Cambria Cemetery District
669. Cambria Community Healthcare District
670. Cambria Community Services District
671. Cameron Park Community Services District
672. Camrosa Water District
673. Capitol Area Development Authority
674. Carmel Area Wastewater District
675. Carmel Highlands Fire Protection District of Monterey County
676. Carmichael Water District
677. Carpinteria Sanitary District
678. Carpinteria Valley Water District
679. Casitas Municipal Water District
680. Castro Valley Sanitary District
681. Castroville Community Services District
682. Cawelo Water District
683. Cayucos Sanitary District
684. Cayucos-Morro Bay Cemetery District
685. Centerville Community Services District
- 686.

Exhibit C

Page 17

687. Central Basin Municipal Water District
688. Central Calaveras Fire and Rescue Protection District
689. Central Coast Water Authority
690. Central Contra Costa Solid Waste Authority
691. Central Contra Costa Transit Authority
692. Central County Fire Department
693. Central Marin Fire Authority
694. Central Marin Police Authority
695. Central Marin Sanitation Agency
696. Central Sierra Child Support Agency
697. Central Valley Regional Center, Inc.
698. Central Water District
699. Channel Islands Beach Community Services District
700. Chester Public Utility District
701. Chico Area Recreation and Park District
702. Children and Families Commission of San Luis Obispo County
703. Chino Basin Water Conservation District
704. Chino Basin Watermaster
705. Chino Valley Independent Fire District
706. Citrus Heights Water District
707. City/County Association of Governments of San Mateo County
708. Clear Creek Community Services District
709. Clearlake Oaks County Water District
710. Cloverdale Citrus Fair
711. Cloverdale Fire Protection District
712. Clovis Cemetery District
713. Coachella Valley Association of Governments
714. Coachella Valley Mosquito and Vector Control District
715. Coachella Valley Public Cemetery District
716. Coachella Valley Water District
717. Coalinga/Huron Unified School District Library District
718. Coalinga-Huron Cemetery District
719. Coalinga-Huron Recreation and Park District
720. Coast Life Support District
721. Coastal Developmental Services Fdn DBA Westside Regional Center
722. Coastside County Water District
723. Coastside Fire Protection District
724. Colfax Cemetery District
725. College of The Canyons Foundation
726. Colusa County One-Stop Partnership
727. Colusa Mosquito Abatement District
728. Community College League of California
729. Community Development Commission of Mendocino County

Exhibit C
Page 18

- 730. Compass Community Credit Union
- 731. Compton Creek Mosquito Abatement District
- 732. Compton Unified School District
- 733. Conejo Recreation and Park District
- 734. Connecting Point
- 735. Consolidated Mosquito Abatement District
- 736. Contra Costa Community College District
- 737. Contra Costa County Law Library
- 738. Contra Costa County Schools Insurance Group
- 739. Contra Costa Transportation Authority
- 740. Cooperative Organization for the Development of Employee Selection Procedures
- 741. Cooperative Personnel Services
- 742. Copperopolis Fire Protection District
- 743. Cordelia Fire Protection District of Solano County
- 744. Cordova Recreation and Park District
- 745. Corning Water District
- 746. Costa Mesa Sanitary District
- 747. Cosumnes Community Services District
- 748. Cottonwood Fire Protection District
- 749. Cottonwood Water District
- 750. CRA/LA, a Designated Local Authority
- 751. Crescent City Harbor District
- 752. Crescenta Valley Water District
- 753. Crestline Lake Arrowhead Water Agency
- 754. Crestline Village Water District
- 755. Crockett Community Services District
- 756. Cucamonga Valley Water District
- 757. Cutler Public Utility District
- 758. Cutler-Orosi Joint Powers Wastewater Authority
- 759. Cuyama Valley Recreation District
- 760. Dairy Council of California
- 761. Davis Cemetery District
- 762. De Luz Community Services District
- 763. Del Norte County Library District
- 764. Del Paso Manor Water District
- 765. Del Puerto Water District
- 766. Del Rey Community Services District
- 767. Delano Mosquito Abatement District
- 768. Delta Diablo
- 769. Delta Mosquito and Vector Control District
- 770. Denair Community Services District
- 771. Desert Water Agency
- 772. Diablo Water District

Exhibit C

Page 19

- 773. Diamond Springs/El Dorado Fire Protection District
- 774. Dixon Public Library District
- 775. Donald P. And Katherine B. Loker University
- 776. Student Union, Inc.
- 777. Dougherty Regional Fire Authority
- 778. Dublin San Ramon Services District
- 779. Durham Mosquito Abatement District
- 780. East Bay Dischargers Authority
- 781. East Bay Regional Park District
- 782. East Contra Costa Irrigation District
- 783. East County Schools Federal Credit Union
- 784. East Orange County Water District
- 785. East Palo Alto Sanitary District
- 786. East Quincy Services District
- 787. East Valley Water District
- 788. Eastern Municipal Water District
- 789. Eastern Sierra Transit Authority
- 790. Ebbetts Pass Fire Protection District
- 791. Edgemont Community Services District
- 792. El Dorado County Fire Protection District
- 793. El Dorado County Resource Conservation
District
- 794. District
- 795. El Dorado County Transit Authority
- 796. El Dorado County Transportation Commission
- 797. El Dorado County Water Agency
- 798. El Dorado Hills Community Services District
- 799. El Dorado Hills County Water District
- 800. El Dorado Irrigation District
- 801. El Dorado Local Agency Formation
Commission
- 802. Commission
- 803. Encina Wastewater Authority
- 804. Esparto Community Services District
- 805. Esparto Fire Protection District
- 806. Exeter District Ambulance
- 807. Fair Oaks Recreation & Park District
- 808. Fair Oaks Water District
- 809. Fairfield-Suisun Sewer District
- 810. Fall River Valley Community Services District
- 811. Fallbrook Public Utility District
- 812. Far Northern Coordinating Council on
Developmental Disabilities
- 813. Developmental Disabilities
- 814. Feather River Air Quality Management District
- 815. Feather River Recreation and Park District

Exhibit C
Page 20

816. Feather Water District
817. Felton Fire Protection District
818. Fern Valley Water District
819. Florin County Water District
820. Florin Resource Conservation District Elk
821. Grove Water District
822. Fontana Unified School District
823. Foothill Municipal Water District
824. Foothill-De Anza Community College District
825. Foresthill Public Utility District
826. Forestville Water District
827. Fort Bragg Fire Protection Authority
828. Foundation for California Community Colleges
829. Foundation for Grossmont and Cuyamaca
830. Colleges
831. Fresno City Housing Authority
832. Fresno County Housing Authority
833. Fresno County Law Library
834. Fresno Westside Mosquito Abatement District
835. Fruitridge Fire Protection District
836. Fulton-El Camino Recreation and Park District
837. Garden Valley Fire Protection District
838. Georgetown Divide Public Utility District
839. Georgetown Divide Resource Conservation
840. Georgetown Fire Protection District
841. Gilsizer County Drainage District
842. Glendale College, Associated Students of
843. Glendale Community College District
844. Glenn County Mosquito and Vector Control
845. Gold Coast Transit
846. Gold Ridge Fire Protection District
847. Gold Ridge Resource Conservation District
848. Golden Gate Bridge Highway and
849. Transportation District
850. Golden Hills Community Services District
851. Golden Sierra Job Training Agency
852. Goleta Sanitary District
853. Goleta Water District
854. Goleta West Sanitary District
855. Granada Community Services District
856. Graton Community Services District
857. Graton Fire Protection District
858. Great Basin Unified Air Pollution Control

Exhibit C

Page 21

859. Greater Anaheim Special Education Local Plan
860. Area
861. Greater Los Angeles County Vector Control
862. Greater Vallejo Recreation District
863. Green Valley County Water District
864. Gridley Biggs Cemetery District
865. Grossmont Healthcare District
866. Groveland Community Services District
867. Gualala Community Services District
868. Hacienda La Puente Unified School District
869. Hamilton Branch Fire Protection District
870. Happy Camp Sanitary District
871. Happy Homestead Cemetery District
872. Happy Valley Fire District
873. Hayward Area Recreation and Park District
874. Health Plan of San Joaquin
875. Heartland Communications Facility Authority
876. Heber Public Utility District
877. Helendale Community Services District
878. Helix Water District
879. Henry Miller Reclamation District No. 2131
880. Heritage Ranch Community Services District
881. Herlong Public Utility District
882. Hesperia Fire Protection District
883. Hesperia Unified School District
884. Hesperia Water District
885. Hidden Valley Lake Community Services District
886. Hi-Desert Water District
887. Higgins Area Fire Protection District
888. Hilton Creek Community Services District
889. Hopland Public Utility District
890. Housing Authority of the City of Alameda
891. Housing Authority of the City of Calexico
892. Housing Authority of the City of Eureka
893. Housing Authority of the City of Livermore
894. Housing Authority of the City of Los Angeles
895. Housing Authority of the City of Madera
896. Housing Authority of the City of San Buenaventura
897. Housing Authority of the City of San Luis Obispo
898. Housing Authority of the City of South San Francisco
899. Housing Authority of the County of Butte
900. Housing Authority of the County of Kern
901. Housing Authority of the County of Santa Cruz

902. Hub Cities Consortium
903. "Human Rights/Fair Housing Commission of the
904. City and County of Sacramento"
905. Humboldt Bay Fire Joint Powers Authority
906. Humboldt Bay Harbor Recreation and Conservation District
907. Humboldt Bay Municipal Water District
908. Humboldt Community Services District
909. Humboldt County Association of Governments
910. Humboldt Transit Authority
911. Humboldt Waste Management Authority
912. Idyllwild Fire Protection District
913. Independent Cities Association, Inc.
914. Indian Wells Valley Water District
915. Inland Counties Regional Center, Inc.
916. Inland Empire Health Plan
917. Inland Empire Resource Conservation District
918. Inland Empire Utilities Agency
919. Intergovernmental Training and Development Center
920. Inverness Public Utility District
921. Ironhouse Sanitary District
922. Irvine Ranch Water District
923. Isla Vista Recreation and Park District
924. Jackson Valley Irrigation District
925. Jamestown Sanitary District
926. Joshua Basin Water District
927. June Lake Public Utility District
928. Jurupa Area Recreation and Park District
929. Jurupa Community Services District
930. Kaweah Delta Water Conservation District
931. Kelseyville Fire Protection District
932. Kensington Community Services District
933. Kentfield Fire Protection District
934. Kenwood Fire Protection District
935. Kern County Council of Governments
936. Kern County Local Agency Formation Commission
937. Kern Health Systems
938. Kern River Valley Cemetery District
939. Kern-Tulare Water District
940. Kettleman City Community Services District
941. Kings County Area Public Transit Agency
942. Kings County Association of Governments
943. Kings County In-Home Supportive Services Public Authority
944. Kings Mosquito Abatement District

945. Kings Waste and Recycling Authority
946. Kinneloa Irrigation District
947. Kirkwood Meadows Public Utility District
948. Konocti County Water District
949. La Habra Heights County Water District
950. La Puente Valley County Water District
951. Laguna Beach County Water District
952. Lake Arrowhead Community Services District
953. Lake County Fire Protection District
954. Lake County Vector Control District
955. Lake Don Pedro Community Services District
956. Lake Hemet Municipal Water District
957. Lake Oroville Area Public Utility District
958. Lake Shastina Community Services District
959. Lake Valley Fire Protection District
960. Lakeport County Fire Protection District
961. Lakeside Fire Protection District
962. Lakeside Water District
963. Lamont Public Utility District
964. Las Gallinas Valley Sanitary District of Marin County
965. Las Virgenes Municipal Water District
966. Lassen County Waterworks District No. 1
967. League of California Cities
968. Leucadia Wastewater District
969. Levee District No. 1 of Sutter County
970. Linda County Water District
971. Linda Fire Protection District
972. Linden-Peters Rural County Fire Protection District
973. Lindsay Strathmore Public Cemetery District
974. Little Lake Fire Protection District
975. Littlerock Creek Irrigation District
976. Live Oak Cemetery District
977. Livermore/Amador Valley Transit Authority
978. "Local Agency Formation Commission of
979. Monterey County"
980. Local Agency Formation Commission of Solano County
981. Local Government Services Authority, a Joint Powers Authority
982. Long Beach City College Associated Student Body Enterprises
983. Long Beach State University, Associated Students
984. Long Beach State University, Forty-Niner Shops, Inc.
985. Los Alamos Community Services District
986. Los Angeles County Area 'E' Civil Defense and Disaster Board
987. Los Angeles County Development Authority

Exhibit C
Page 24

- 988. Los Angeles County Law Library
- 989. Los Angeles County Sanitation District No. 2
- 990. Los Angeles County West Vector Control District
- 991. Los Angeles Memorial Coliseum Commission
- 992. Los Angeles Regionalized Insurance Services Authority
- 993. Los Gatos-Saratoga Department of Community Education and Recreation
- 994. Los Osos Community Services District
- 995. Lower Lake Cemetery District
- 996. Lower Lake County Waterworks District No. 1
- 997. Lower Tule River Irrigation District
- 998. Madera Cemetery District
- 999. Madera County Mosquito and Vector Control District
- 1000. Main San Gabriel Basin Watermaster
- 1001. Majestic Pines Community Services District
- 1002. Mammoth Lakes Fire District
- 1003. Mammoth Lakes Mosquito Abatement District
- 1004. Management of Emeryville Services Authority
- 1005. March Joint Powers Authority
- 1006. Marin Children and Families Commission
- 1007. Marin Community College District
- 1008. Marin County Housing Authority
- 1009. Marin County In-Home Supportive Services Public Authority
- 1010. Marin Municipal Water District
- 1011. Marina Coast Water District
- 1012. Marinwood Community Services District
- 1013. Mariposa Public Utility District
- 1014. Maxwell Public Utility District
- 1015. McCloud Community Services District
- 1016. McFarland Recreation and Park District
- 1017. McKinleyville Community Services District
- 1018. Meeks Bay Fire Protection District
- 1019. Meiners Oaks County Water District
- 1020. Mendocino City Community Services District
- 1021. Mendocino County Russian River Flood Control & Water Conservation
Improvement District
- 1022. Mendocino Transit Authority
- 1023. Menlo Park Fire Protection District
- 1024. Merced County Housing Authority
- 1025. Merced County Mosquito Abatement District
- 1026. Merced Irrigation District
- 1027. Mesa Water District
- 1028. Metropolitan Transportation Commission
- 1029. Metropolitan Water District of Southern California

Exhibit C

Page 25

- 1030. Midpeninsula Regional Open Space District
- 1031. Mid-Peninsula Water District
- 1032. Mid-Placer Public Schools Transportation Agency
- 1033. Midway City Sanitary District
- 1034. Midway Heights County Water District
- 1035. Millview County Water District
- 1036. Minter Field Airport District
- 1037. Mission Springs Water District
- 1038. Mojave Air and Space Port
- 1039. Mojave Water Agency
- 1040. Mokelumne Rural Fire District
- 1041. Monte Vista County Water District
- 1042. Montecito Fire Protection District
- 1043. Montecito Sanitary District of Santa Barbara County
- 1044. Montecito Water District
- 1045. Monterey Bay Unified Air Pollution Control District
- 1046. Monterey County Regional Fire Protection District
- 1047. Monterey County Water Resources Agency
- 1048. Monterey One Water
- 1049. Monterey Peninsula Airport District
- 1050. Monterey Peninsula Regional Park District
- 1051. Monterey Peninsula Water Management District
- 1052. Monterey Regional Waste Management District
- 1053. Monterey-Salinas Transit District
- 1054. Montezuma Fire Protection District
- 1055. Morongo Basin Transit Authority
- 1056. Mother Lode Job Training Agency
- 1057. Moulton-Niguel Water District
- 1058. Mountains Recreation and Conservation Authority
- 1059. Mountain-Valley Library System
- 1060. Mt. San Antonio College Auxiliary Services
- 1061. MT. View Sanitary District of Contra Costa County
- 1062. Municipal Pooling Authority
- 1063. Municipal Water District of Orange County
- 1064. Murphys Sanitary District
- 1065. Murrieta Fire Protection District
- 1066. Murrieta Valley Cemetery District
- 1067. Napa County Mosquito Abatement District
- 1068. Napa County Resource Conservation District
- 1069. Napa Sanitation District
- 1070. Napa Valley Transportation Authority
- 1071. National Orange Show
- 1072. Natomas Fire Protection District

1073. Nevada Cemetery District
1074. Nevada County Consolidated Fire District
1075. Nevada County Local Agency Formation Commission
1076. Nevada County Resource Conservation District
1077. Nevada Irrigation District
1078. Newcastle, Rocklin, Gold Hill Cemetery District
1079. Nipomo Community Services District
1080. North Bay Cooperative Library System
1081. North Bay Regional Center
1082. North Bay Schools Insurance Authority
1083. North Central Counties Consortium
1084. North Coast County Water District
1085. North Coast Railroad Authority
1086. North Coast Unified Air Quality Management District
1087. North County Dispatch Joint Powers Authority
1088. North County Fire Protection District of Monterey County
1089. North County Fire Protection District of San Diego County
1090. North County Transit District
1091. North Delta Water Agency
1092. North Kern Cemetery District
1093. North Kern Water Storage District
1094. North Kern-South Tulare Hospital District
1095. North Los Angeles County Regional Center, Inc.
1096. North Marin Water District
1097. North of the River Municipal Water District
1098. North of the River Recreation and Park District
1099. North State Cooperative Library System
1100. North Tahoe Fire Protection District
1101. North Tahoe Public Utility District
1102. Northern California Power Agency
1103. Northern California Special Districts Insurance Authority
1104. Northern Salinas Valley Mosquito Abatement District
1105. Northern Sierra Air Quality Management District
1106. Northshore Fire Protection District
1107. Northstar Community Services District
1108. Northwest Mosquito and Vector Control District
1109. Novato Sanitary District
1110. Oakdale Irrigation District
1111. Oakdale Rural Fire Protection District
1112. Oakland City Housing Authority
1113. Oceano Community Services District
1114. Ojai Valley Sanitary District
1115. Olcese Water District

Exhibit C

Page 27

- 1116. Olivenhain Municipal Water District
- 1117. Olympic Valley Public Service District
- 1118. Omnitrans
- 1119. Ophir Hill Fire Protection District
- 1120. Orange County Health Authority
- 1121. Orange County Transportation Authority
- 1122. Orange County Vector Control District
- 1123. Orchard Dale Water District
- 1124. Orland Cemetery District
- 1125. Oro Loma Sanitary District
- 1126. Orosi Public Utility District
- 1127. Oroville Cemetery District
- 1128. Otay Water District
- 1129. Oxnard Harbor District
- 1130. Pacific Fire Protection District
- 1131. Padre Dam Municipal Water District
- 1132. Pajaro Valley Fire Protection Agency
- 1133. Pajaro Valley Public Cemetery District
- 1134. Pajaro Valley Water Management Agency
- 1135. Palm Ranch Irrigation District
- 1136. Palmdale Water District
- 1137. Palo Verde Valley District Library
- 1138. Palos Verdes Library District
- 1139. Paradise Recreation and Park District
- 1140. Pasadena City College Bookstore
- 1141. Paso Robles City Housing Authority
- 1142. Patterson Irrigation District
- 1143. Pauma Valley Community Services District
- 1144. Peardale Chicago Park Fire Protection District
- 1145. Pebble Beach Community Services District
- 1146. Peninsula Fire Protection District
- 1147. Peninsula Health Care District
- 1148. Peninsula Traffic Congestion Relief Alliance
- 1149. Penn Valley Fire Protection District
- 1150. Personal Assistance Services Council
- 1151. Phelan Pinon Hills Community Services District
- 1152. Pico Water District
- 1153. Pine Cove Water District
- 1154. Pine Grove Mosquito Abatement District
- 1155. Pinedale County Water District
- 1156. Pioneer Cemetery District
- 1157. Pixley Irrigation District
- 1158. Placer County Cemetery District No. 1

Exhibit C
Page 28

- 1159. Placer County Resource Conservation District
- 1160. Placer County Transportation Planning Agency
- 1161. Placer County Water Agency
- 1162. Placer Hills Fire Protection District
- 1163. Placer Mosquito and Vector Control District
- 1164. Planning and Service Area II Area Agency on Aging
- 1165. Pleasant Hill Recreation and Park District
- 1166. Pleasant Valley County Water District
- 1167. Pleasant Valley Recreation and Park District
- 1168. Plumas Eureka Community Services District
- 1169. Plumas Local Agency Formation Commission
- 1170. Pomerado Cemetery District
- 1171. Pomona Valley Transportation Authority
- 1172. Pomona, Calif State Polytechnic University, Associated Students, Inc.
- 1173. Port San Luis Harbor District
- 1174. Porter Vista Public Utility District
- 1175. Porterville Irrigation District
- 1176. Porterville Public Cemetery District
- 1177. Public Cemetery District No. 1 of Kern County
- 1178. Public Entity Risk Management Authority
- 1179. Public Risk Innovation, Solutions and Management
- 1180. Public Transportation Services Corporation
- 1181. Pupil Transportation Cooperative
- 1182. Purissima Hills Water District
- 1183. Quartz Hill Water District
- 1184. Quincy Community Services District
- 1185. Rainbow Municipal Water District
- 1186. Ramona Municipal Water District
- 1187. Rancho Adobe Fire Protection District
- 1188. Rancho California Water District
- 1189. Rancho Cucamonga Fire Protection District
- 1190. Rancho Murieta Community Services District
- 1191. Rancho Santa Fe Fire Protection District
- 1192. Rancho Santiago Community College Associated Students
- 1193. Rancho Simi Recreation & Park District
- 1194. Reclamation District No. 1000
- 1195. Reclamation District No. 1001
- 1196. Reclamation District No. 1660
- 1197. Reclamation District No. 3
- 1198. Reclamation District No. 833
- 1199. Reclamation District No. 999
- 1200. Red Bluff Cemetery District
- 1201. Redwood Coast Regional Center

Exhibit C

Page 29

- 1202. Redwood Empire Municipal Insurance Fund
- 1203. Redwood Empire School Insurance Group
- 1204. Reedley Cemetery District
- 1205. Regional Center of Orange County
- 1206. Regional Center of the East Bay
- 1207. Regional Housing Authority
- 1208. Regional Water Authority
- 1209. Rescue Fire Protection District
- 1210. Resort Improvement District No. 1
- 1211. Resource Conservation District of the Santa Monica Mountains
- 1212. Richardson Bay Sanitary District
- 1213. Rincon Del Diablo Municipal Water District
- 1214. Rio Alto Water District
- 1215. Rio Linda Elverta Community Water District
- 1216. Rio Vista-Montezuma Cemetery District
- 1217. Riverbank City Housing Authority
- 1218. Riverside County Air Pollution Control District
- 1219. Riverside County Department of Waste Resources
- 1220. Riverside County Flood Control and Water Conservation District
- 1221. Riverside County Law Library
- 1222. Riverside County Regional Park and Open Space District
- 1223. Riverside County Transportation Commission
- 1224. Riverside Transit Agency
- 1225. Rosamond Community Services District
- 1226. Rose Bowl Operating Company
- 1227. Rosedale-Rio Bravo Water Storage District
- 1228. Roseville Public Cemetery District
- 1229. Ross Valley Fire Department
- 1230. Ross Valley Sanitary District
- 1231. Rowland Water District
- 1232. Rubidoux Community Services District
- 1233. Running Springs Water District
- 1234. Rural County Representatives of California
- 1235. Sacramento Area Council of Governments
- 1236. Sacramento Area Flood Control Agency
- 1237. Sacramento City Housing Authority
- 1238. Sacramento County Public Law Library
- 1239. Sacramento Groundwater Authority
- 1240. Sacramento Metropolitan Air Quality Management District
- 1241. Sacramento Metropolitan Cable Television Commission
- 1242. Sacramento Metropolitan Fire District
- 1243. Sacramento Municipal Utility District
- 1244. Sacramento Public Library Authority

- 1245. Sacramento Regional Fire/EMS Communications Center
- 1246. Sacramento Suburban Water District
- 1247. Sacramento Transportation Authority
- 1248. Sacramento-Yolo Mosquito and Vector Control District
- 1249. Salida Fire Protection District
- 1250. Salinas Valley Solid Waste Authority
- 1251. Salton Community Services District
- 1252. Samoa Peninsula Fire Protection District
- 1253. San Andreas Regional Center, Inc.
- 1254. San Andreas Sanitary District
- 1255. San Benito County Water District
- 1256. San Bernardino City Unified School District
- 1257. San Bernardino County Housing Authority
- 1258. San Bernardino County Transportation Authority
- 1259. San Bernardino Valley Municipal Water District
- 1260. San Bernardino Valley Water Conservation District
- 1261. San Diego Association of Governments
- 1262. San Diego Community College District
- 1263. San Diego County Law Library
- 1264. San Diego County Water Authority
- 1265. San Diego Metropolitan Transit System
- 1266. San Diego State University Associated Students
- 1267. San Diego Trolley, Inc.
- 1268. San Diego Unified School District
- 1269. San Dieguito Water District
- 1270. San Elijo Joint Powers Authority
- 1271. San Francisco Bay Area Rapid Transit District
- 1272. San Francisco Bay Area Water Emergency Transportation Authority
- 1273. San Francisco City and County Housing Authority
- 1274. San Francisco Community College District Bookstore Auxiliary
- 1275. San Francisco County Transportation Authority
- 1276. San Francisco Health Authority
- 1277. San Francisco Law Library
- 1278. San Francisquito Creek Joint Powers Authority
- 1279. San Gabriel County Water District
- 1280. San Gabriel Valley Council of Governments
- 1281. San Gabriel Valley Mosquito and Vector Control District
- 1282. San Gabriel Valley Municipal Water District
- 1283. San Geronio Pass Water Agency
- 1284. San Jacinto Valley Cemetery District
- 1285. San Joaquin County Housing Authority
- 1286. San Joaquin County IHSS Public Authority
- 1287. San Joaquin Delta Community College District

Exhibit C

Page 31

- 1288. San Juan Water District
- 1289. San Lorenzo Valley Water District
- 1290. San Luis Obispo Cal Poly Associated Students, Inc.
- 1291. San Luis Obispo Council of Governments
- 1292. San Luis Water District
- 1293. San Mateo Consolidated Fire Department
- 1294. San Mateo County Harbor District
- 1295. San Mateo County In-Home Supportive Services Public Authority
- 1296. San Mateo County Law Library
- 1297. San Mateo County Schools Insurance Group
- 1298. San Mateo County Transit District
- 1299. San Miguel Community Services District
- 1300. San Miguel Consolidated Fire Protection District
- 1301. San Simeon Community Services District
- 1302. Sanger Cemetery District
- 1303. Sanitary District No. 5 of Marin County
- 1304. Santa Ana River Flood Protection Agency
- 1305. Santa Ana Unified School District
- 1306. Santa Ana Watershed Project Authority
- 1307. Santa Barbara County Law Library
- 1308. Santa Barbara County Special Education Local Plan Area
- 1309. Santa Barbara Regional Health Authority
- 1310. Santa Clara County Central Fire Protection District
- 1311. Santa Clara County Health Authority
- 1312. Santa Clara County Housing Authority
- 1313. Santa Clara County Law Library
- 1314. Santa Clara County Schools Insurance Group
- 1315. Santa Clara Valley Open Space Authority
- 1316. Santa Clara Valley Transportation Authority
- 1317. Santa Clara Valley Water District
- 1318. Santa Clarita Valley School Food Services Agency
- 1319. Santa Clarita Valley Water Agency
- 1320. Santa Cruz County Law Library
- 1321. Santa Cruz County Regional Transportation Commission
- 1322. Santa Cruz Local Agency Formation Commission
- 1323. Santa Cruz Metropolitan Transit District
- 1324. Santa Cruz Port District
- 1325. Santa Cruz Regional 9-1-1
- 1326. Santa Fe Irrigation District
- 1327. Santa Margarita Water District
- 1328. Santa Maria Public Airport District
- 1329. Santa Monica Community College District
- 1330. Santa Nella County Water District

Exhibit C

Page 32

- 1331. Santa Paula City Housing Authority
- 1332. Santa Ynez River Water Conservation District, Improvement District No. 1
- 1333. Santos Manuel Student Union of California State University, San Bernardino
- 1334. Sausalito-Marín City Sanitary District
- 1335. Schell Vista Fire Protection District
- 1336. School Risk And Insurance Management Group
- 1337. Schools Excess Liability Fund
- 1338. Schools Insurance Authority
- 1339. Scotts Valley Fire Protection District
- 1340. Scotts Valley Water District
- 1341. Selma Cemetery District
- 1342. Selma-Kingsburg-Fowler County Sanitation District
- 1343. Serrano Water District
- 1344. Sewer Authority Mid-Coastside
- 1345. Sewerage Commission-Oroville Region
- 1346. Shafter Wasco Irrigation District
- 1347. Shasta Area Safety Communications Agency
- 1348. Shasta Community Services District
- 1349. Shasta Lake Fire Protection District
- 1350. Shasta Mosquito and Vector Control District
- 1351. Shasta Regional Transportation Agency
- 1352. Shasta Valley Cemetery District
- 1353. Shiloh Public Cemetery District
- 1354. Sierra Lakes County Water District
- 1355. Sierra-Sacramento Valley Emergency Medical Services Agency
- 1356. Silicon Valley Animal Control Authority
- 1357. Silicon Valley Clean Water
- 1358. Silveyville Cemetery District
- 1359. Solano Cemetery District
- 1360. Solano County Mosquito Abatement District
- 1361. Solano County Water Agency
- 1362. Solano Irrigation District
- 1363. Solano Transportation Authority
- 1364. Sonoma County Fire District
- 1365. Sonoma County Junior College District
- 1366. Sonoma County Library
- 1367. Sonoma Marin Area Rail Transit District
- 1368. Sonoma State Enterprises, Inc.
- 1369. Sonoma Student Union Corporation
- 1370. Soquel Creek Water District
- 1371. South Bay Regional Public Communications Authority
- 1372. South Central Los Angeles Regional Center for Developmentally Disabled Persons

Exhibit C

Page 33

- 1373. South Coast Water District
- 1374. South County Support Services Agency
- 1375. South Feather Water and Power Agency
- 1376. South Kern Cemetery District
- 1377. South Orange County Wastewater Authority
- 1378. South Placer Fire District
- 1379. South Placer Municipal Utility District
- 1380. South San Joaquin Irrigation District
- 1381. South San Luis Obispo County Sanitation District
- 1382. South Tahoe Public Utility District
- 1383. Southeast Area Social Services Funding Authority
- 1384. Southern California Association of Governments
- 1385. Southern California Library Cooperative
- 1386. Southern California Public Power Authority
- 1387. Southern California Regional Rail Authority
- 1388. Southern San Joaquin Municipal Utility District
- 1389. Southern Sonoma County Resource Conservation District
- 1390. Southwest Transportation Agency
- 1391. Special District Risk Management Authority
- 1392. Stallion Springs Community Services District
- 1393. Stanislaus Consolidated Fire Protection District
- 1394. Stanislaus Regional Housing Authority
- 1395. State Bar of California
- 1396. State Center Community College District
- 1397. State Water Contractors
- 1398. Stege Sanitary District
- 1399. Stinson Beach County Water District
- 1400. Stockton East Water District
- 1401. Stockton Unified School District
- 1402. Strawberry Recreation District
- 1403. Successor Agency to the Redevelopment Agency of the City of Fresno
- 1404. Successor Agency to the Redevelopment Agency of the City & County of San Francisco
- 1405. Suisun Fire Protection District
- 1406. Suisun Resource Conservation District
- 1407. Summit Cemetery District
- 1408. Sunnyslope County Water District
- 1409. Susanville Sanitary District
- 1410. Sutter Cemetery District
- 1411. Sweetwater Authority
- 1412. Sweetwater Springs Water District
- 1413. Sylvan Cemetery District
- 1414. Tahoe City Public Utility District

Exhibit C
Page 34

- 1415. Tahoe Resource Conservation District
- 1416. Tahoe-Truckee Sanitation Agency
- 1417. Tehachapi Valley Recreation and Park District
- 1418. Tehachapi-Cummings County Water District
- 1419. Tehama County Mosquito Abatement District
- 1420. Temescal Valley Water District
- 1421. Templeton Community Services District
- 1422. Thermalito Water and Sewer District
- 1423. Three Rivers Community Services District
- 1424. Three Valleys Municipal Water District
- 1425. Tiburon Fire Protection District
- 1426. Trabuco Canyon Water District
- 1427. Tracy Rural County Fire Protection District
- 1428. Transbay Joint Powers Authority
- 1429. Transportation Agency for Monterey County
- 1430. Transportation Authority of Marin
- 1431. Treasure Island Development Authority
- 1432. Tri-City Mental Health Center
- 1433. Tri-Counties Association for the Developmentally Disabled
- 1434. Tri-County Schools Insurance Group
- 1435. Tri-Dam Project
- 1436. Trindel Insurance Fund
- 1437. Trinity Public Utilities District
- 1438. Truckee Donner Public Utility District
- 1439. Truckee Fire Protection District
- 1440. Truckee Sanitary District
- 1441. Truckee Tahoe Airport District
- 1442. Tulare Mosquito Abatement District
- 1443. Tulare Public Cemetery District
- 1444. Tuolumne City Sanitary District
- 1445. Tuolumne Fire District
- 1446. Tuolumne Utilities District
- 1447. Turlock Mosquito Abatement District
- 1448. Twain Harte Community Services District
- 1449. Twentynine Palms Water District
- 1450. Twin Rivers Unified School District
- 1451. Ukiah Valley Fire District
- 1452. Union Public Utility District
- 1453. Union Sanitary District
- 1454. United Water Conservation District
- 1455. University Enterprises Corporation at CSUSB
- 1456. University Enterprises, Inc.
- 1457. University Student Center of California State University Stanislaus

Exhibit C

Page 35

- 1458. Upland City Housing Authority
- 1459. Upper San Gabriel Valley Municipal Water District
- 1460. Utica Water and Power Authority
- 1461. Vacaville Fire Protection District
- 1462. Vacaville-Elmira Cemetery District
- 1463. Val Verde Unified School District
- 1464. Vallecitos Water District
- 1465. Vallejo Flood and Wastewater District
- 1466. Valley Center Municipal Water District
- 1467. Valley County Water District
- 1468. Valley Mountain Regional Center, Inc.
- 1469. Valley of the Moon Water District
- 1470. Valley Sanitary District
- 1471. Valley Springs Public Utility District
- 1472. Valley-Wide Recreation and Park District
- 1473. Vandenberg Village Community Services District
- 1474. Ventura College Foundation
- 1475. Ventura County Law Library
- 1476. Ventura County Schools Business Services Authority
- 1477. Ventura County Schools Self-Funding Authority
- 1478. Ventura County Transportation Commission
- 1479. Ventura Port District
- 1480. Ventura River Water District
- 1481. Victor Valley Transit Authority
- 1482. Victor Valley Wastewater Reclamation Authority
- 1483. Visalia Public Cemetery District
- 1484. Vista Irrigation District
- 1485. Walnut Valley Water District
- 1486. Wasco Recreation and Park District
- 1487. Washington Colony Cemetery District
- 1488. Water Employee Services Authority
- 1489. Water Facilities Authority
- 1490. Water Replenishment District of Southern California
- 1491. Weaverville Community Services District
- 1492. Weaverville Sanitary District
- 1493. West Almanor Community Services District
- 1494. West Basin Municipal Water District
- 1495. West Bay Sanitary District
- 1496. West Cities Communication Center
- 1497. West Contra Costa Integrated Waste Management Authority
- 1498. West Contra Costa Transportation Advisory Committee
- 1499. West County Transportation Agency
- 1500. West County Wastewater District

Exhibit C

Page 36

1501. West End Communications Authority
1502. West Kern Water District
1503. West Stanislaus Irrigation District
1504. West Valley Mosquito and Vector Control District
1505. West Valley Sanitation District of Santa Clara County
1506. West Valley Water District
1507. West Valley-Mission Community College District
1508. Westborough Water District
1509. Western Contra Costa Transit Authority
1510. Western Municipal Water District
1511. Western Riverside Council of Governments
1512. Westlands Water District
1513. Westwood Community Services District
1514. Wheeler Ridge-Maricopa Water Storage District
1515. Wildomar Cemetery District
1516. Williams Fire Protection Authority
1517. Willow County Water District
1518. Willow Creek Community Services District
1519. Willows Cemetery District
1520. Wilton Fire Protection District
1521. Winterhaven Water District
1522. Winters Cemetery District
1523. Winters Fire Protection District
1524. Winton Water and Sanitary District
1525. Woodbridge Rural County Fire Protection District
1526. Woodlake Fire District
1527. Woodside Fire Protection District
1528. Yolo County Federal Credit Union
1529. Yolo County Housing Authority
1530. Yolo County In-Home Supportive Services Public Authority
1531. Yolo County Public Agency Risk Management Insurance Authority
1532. Yolo County Transportation District
1533. Yolo Emergency Communications Agency
1534. Yolo-Solano Air Quality Management District
1535. Yorba Linda Water District
1536. Yuba Community College District
1537. Yuba County Water Agency
1538. Yuba Sutter Transit Authority
1539. Yucaipa Valley Water District
1540. Yuima Municipal Water District