

AGENDA
REGULAR BOARD MEETING OF THE
SAN ELIJO JOINT POWERS AUTHORITY
MAY 21, 2024 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
6. * **CONSENT CALENDAR**
7. * [APPROVAL OF MINUTES FOR APRIL 16, 2024 MEETING](#)
8. * [APPROVAL FOR PAYMENT OF WARRANTS AND MONTHLY INVESTMENT REPORTS – APRIL](#)
9. * [WASTEWATER TREATMENT REPORT – MARCH](#)
10. * [RECYCLED WATER REPORT – MARCH](#)
11. * [REPORTABLE MEETINGS](#)
12. * [APPROVE BIOSOLIDS HAULING AND REUSE CONTRACT](#)
13. * [SAN ELIJO JOINT POWERS AUTHORITY PROFESSIONAL SERVICES AGREEMENT FOR AUDITING SERVICES FOR FY 2023-24 AND FY 2024-25](#)
14. * [RECYCLED WATER PROGRAM – PROPOSED WHOLESALE AGREEMENT AMENDMENT](#)
15. * 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

16. [SAN ELIJO JOINT POWERS AUTHORITY FISCAL YEAR 2024-25 RECOMMENDED BUDGET UPDATE](#)

1. Discuss and take action as appropriate.

Staff Reference: General Manager

17. [TRUSSELL TECHNOLOGIES RESEARCH PRESENTATION](#)

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

Staff Reference: General Manager

18. [RATIFY AND AUTHORIZE CHANGE ORDERS FOR THE MOONLIGHT BEACH PUMP STATION CONSTRUCTION CONTRACT](#)

1. Ratify Contract Change Order No. 1 (increase contract value by \$39,000 and 0 days) and Contract Change Order No. 3 (increase \$4,463.93 and 0 days), previously executed under the General Manager's signing authority;
2. Authorize the General Manager to execute Contract Change Order No. 4 (CCO No. 4) with Ahrens Mechanical in an amount of \$75,000 for additional construction services at the Moonlight Beach Pump Station; and
3. Discuss and take action as appropriate.

Staff Reference: Director of Infrastructure and Sustainability

19. [RATIFY AND AUTHORIZE CHANGE ORDERS FOR THE BIOSOLIDS DEWATERING FACILITY IMPROVEMENT PROJECT](#)

1. Ratify Contract Change Order No. 3 (increase contract value by \$8,882 and 0 days) and Contract Change Order No. 4 (increase contract value by \$18,317 and 0 days), previously executed under General Manager's signing authority;
2. Authorize the General Manager to execute Contract Change Order No. 5 in an amount not-to-exceed \$60,000 for additional construction services related to the Biosolids Dewatering Facility Improvements project; and
3. Discuss and take action as appropriate.

Staff Reference: Director of Infrastructure and Sustainability

20. GENERAL MANAGER'S REPORT

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

21. GENERAL COUNSEL'S REPORT

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

22. 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.

23. 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 Section 54957 (b), Public Employee Performance Evaluation, Title: General Manager

24. CONSIDERATION OF GENERAL MANAGER EMPLOYMENT AND/OR MERIT BONUS

1. Discussion and possible action regarding General Manager's employment contract and/or merit bonus; and
2. Discuss and take action as appropriate.

Staff Reference: General Manager

25. ADJOURNMENT

The next regularly scheduled San Elijo Joint Powers Authority Board Meeting will be Tuesday, June 18, 2024 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 2024 SEJPA Board meetings schedule is available at [SEJPA Board Meeting Dates](#).

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: May 16, 2024



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

SAN ELIJO JOINT POWERS AUTHORITY
MINUTES OF THE BOARD MEETING
HELD ON APRIL 16, 2024
AT THE SAN ELIJO WATER CAMPUS

Kellie Hinze, Chair

Kristi Becker, Vice Chair

A meeting of the Board of Directors of San Elijo Joint Powers Authority (SEJPA) was held Tuesday, April 16, 2024, at 8:30 a.m., at the San Elijo Water Campus.

1. CALL TO ORDER

Chair Hinze called the meeting to order at 8:31 a.m.

2. ROLL CALL

Directors Present:

Kellie Hinze
Allison Blackwell
Kristi Becker
David Zito

Others Present:

General Manager	Michael Thornton
Director of Operations	Chris Trees
Director of Infrastructure and Sustainability	Tom Falk
Interim Director of Finance	Richard Duffey
Administrative Coordinator	Vanessa Hackney
Financial Analyst I	Erica Zito

SEJPA Counsel:

Procopio	Merrick A. Wadsworth
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City of Solana Beach:

Director of Engineering/Public Works	Mohammad "Mo" Sammak
Principal Engineer	Dan Goldberg

San Dieguito Water District:

Principal Engineer	Habib Hariri
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3. PLEDGE OF ALLEGIANCE

Board Chair, Kellie Hinze, led the Pledge of Allegiance.

4. ORAL COMMUNICATION/PUBLIC COMMENT PERIOD

None.

5. AWARDS AND RECOGNITION

- 2024 Honor Award from American Council of Engineering Companies (ACEC) California
- National Recognition Award from ACEC

6. CONSENT CALENDAR

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

Agenda Item No. 7	Approval of Minutes for the March 19, 2024 Board Meeting
Agenda Item No. 8	Approval for Payment of Warrants and Monthly Investment Report – March
Agenda Item No. 9	Wastewater Treatment Report – February
Agenda Item No. 10	Recycled Water Report – February
Agenda Item No. 11	Reportable Meetings
Agenda Item No. 12	San Elijo Joint Powers Authority Contract for Procurement of Liquid Calcium Nitrate for Fiscal Year 2024-25
Agenda Item No. 13	San Elijo Joint Powers Authority Contract for As-Needed Laboratory Services for Fiscal Year 2024-25

Motion carried with the following vote of approval:

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

15. PRESENTATION OF SAN ELIJO JOINT POWERS AUTHORITY FISCAL YEAR 2024-25 RECOMMENDED BUDGET

General Manager, Michael Thornton, presented the FY 2024-25 Recommended Budget, which consists of \$10,521,442 operating expense, \$3,666,000 capital appropriation, and \$2,373,604 debt service payments for a total budget of \$16,561,046. This amount includes the Recycled Water program, which has a total recommended budget of \$5,343,326 including operations and maintenance, capital projects appropriation, and debt service payments. The total recommended budget also includes the second year of service to Leucadia Wastewater District (WWD) Technical Support Services, with a budget of \$28,209 and the third year of service to the 22nd District Agricultural Association clean water services program with a budget of \$172,371. Both programs are fully funded by the organizations that are requesting these services.

General Manager Thornton announced that at the May 21, 2024 Board meeting, staff will be presenting public comments and any proposed adjustments to the recommended budget. The final version of the budget will then be submitted for the Board's approval consideration during the meeting scheduled for June 21, 2024.

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

16. SAN ELIJO OCEAN OUTFALL 2023 INSPECTION REPORT

Director of Operations, Christopher Trees, stated that the San Elijo Ocean Outfall was commissioned in 1965 to discharge treated effluent from the San Elijo Water Pollution Control Facility (which is now the San Elijo Water Campus). The outfall was upgraded and expanded in 1974 to include discharge capacity for the City of Escondido's Hale Avenue Resource Recovery Facility. To ensure that the ocean outfall is in sound operating condition and that environmental regulations are being met, San Elijo Joint Powers Authority (SEJPA) inspects the outfall bi-annually.

SEJPA contracted with Marine Taxonomic Services, Inc. (MTS) to complete the 2023 outfall inspection. MTS reports that the San Elijo Ocean Outfall was found to be in excellent overall condition. Offshore areas of the outfall were stable and showed no signs of ballast movement; inshore ballast rock showed no significant signs of movement since the last re-ballasting project completed in 2005. The outfall showed no signs of spalling, rust staining, cracking, or other deficiencies in the concrete pipe. All observed joints were in alignment with no evidence of leaks. The near shore inspection revealed no nuisance kelp growing on the pipeline and the surrounding ballast, however the marine life in the area was robust.

The full report is available for review at <https://www.sejpa.org/news/studies-reports>

Moved by Board Member Zito and seconded by Board Member Blackwell to:

1. Accept and file the San Elijo Ocean Outfall Year 2023 Inspection and Structural Integrity Assessment Report prepared by Marine Taxonomic Services, Inc and Carollo Engineers

Motion carried with the following vote of approval:

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

16. GENERAL MANAGER'S REPORT

General Manager Michael Thornton stated that a programming error that occurred over the weekend resulting in a spill of treated wastewater at manhole 74. The issue was fixed within 45 minutes of notice and staff is looking into possible property damage for surrounding private properties.

16. GENERAL COUNSEL'S REPORT

General Counsel, Merrick Wadsworth, stated that Procopio is hosting CASA on Friday April 26, 2024 where there will be discussion of potential new legislation that could have impacts to SEJPA and like agencies. Procopio will report back with updates at the May 21, 2024 Board Meeting.

17. BOARD MEMBER COMMENTS

Board Chair, Kellie Hinze, stated that she will not be running for reelection in the next election cycle.

18. CLOSED SESSION

None.

19. ADJOURNMENT

The meeting adjourned at 9:30 a.m. The next Board of Directors meeting is scheduled to be held on Tuesday, May 21, 2024 at 8:30 a.m.

Respectfully submitted,



Michael T. Thornton, P.E.
General Manager

**SAN ELIJO JOINT POWERS AUTHORITY
PAYMENT OF WARRANTS
For the Month of April 2024**

Warrant #	Vendor Name	G/L Account	Warrant Description	Amount
43564	Abila	Licenses	Accounting software support and subscription	\$ 365.12
43565	At&T	Utilities - Internet	02/28/24 - 03/27/24	1,541.60
43566	ATAC Inc	Service - IT Support	Security badging software maintenance renewal	1,025.00
43567	Black & Veatch	Services - Engineering	Dewatering facilities upgrades through 11/10/23	16,083.75
43568	Blue-White Industries LTD	Repair Parts Expense	Chemical pump	3,842.23
43569	Brax Process and Pump Equip.	Repair Parts Expense	Motor	1,509.37
43570	Brenntag Pacific, Inc	Supplies - Chemicals	Citric acid	3,777.72
43571	California Water Technologies	Supplies - Chem - Ferric Chlo	Ferric chloride solution	11,762.34
43572	CS-Amsco	Repair Parts Expense	CCT valves	5,487.45
43573	D&H Water Systems	Services - Maintenance	Chlorine analyzer	4,042.78
43574	Denali Water Solutions LLC	Services - Biosolids Hauling	Biosolids hauling and reuse - Feb	3,627.67
43575	Devin McGinness	Seminars/Education	Employee reimbursement - Grade III certification exam	230.00
43576	EDCO Waste & Recycling Service	Utilities - Trash	Mar	485.95
43577	Eurofins Calscience, LLC	Services - Laboratory	Testing water samples	1,980.00
43578	Excel Landscape, Inc.	Services - Landscape	Grounds maintenance service and install box tree and succulents	5,286.98
43579	Fisher Scientific	Supplies - Chemicals	AWP chemicals	218.29
43580	Grainger, Inc.	Supplies - Shop & Field, Repair Parts	Various supplies	1,444.81
43581	Unifirst First Aid Corp	Supplies - Safety	First aid supplies	248.99
43582	Madison L Haney	Subsistence - Travel/Rm & Bd	Employee reimbursement - Conference, hotel and transport	643.45
43583	Hardy Diagnostics	Supplies - Lab	Various supplies	1,571.08
43584	Idexx Distribution, Inc.	Supplies - Lab	Various lab supplies	4,377.26
43585	Liquid Environmental Solution	Services - Grit & Screenings	Roll off box	2,420.84
43586	McMaster-Carr Supply Co.	Supplies - Shop & Field, Repair Parts	Various supplies	2,653.83
43587	MetLife - Group Benefits	Dental/Vision	Dental - Apr	2,963.40
43588	Mission Square	ICMA Retirement	ICMA - 401a	11,714.78
43589	Mission Square - 304175	EE Deduction Benefits Payable	ICMA - 457	9,658.48
43590	MSE Landscape Professionals	Services - Landscape	Tree maintenance services - Weevil treatment	2,565.00
43591	Cosby Oil Company, Inc	Fuel	Fuel - Mar	1,444.57
43592	Olivenhain Municipal Water Dis	Rent, Service	Pipeline rental payment - Mar, NSDWRC grant admin, Woodward & Curran	2,181.90
43593	OneSource Distributors, Inc.	Repair Parts Expense	Various supplies	65.78
43594	Otis Elevator Company	Services - Maintenance	Elevator maintenance from 03/01/24 - 03/31/24	205.20
43595	Rockwell Solutions	Repair Parts Expense	Submersible chopper pump	2,132.42
43596	Rosemount Inc	Repair Parts Expense	Programing hardware	1,058.96
43597	RSF Security Systems	Services - Alarm	Cellular fire system monitoring and code change	169.00
43598	Santa Fe Irrigation District	Utilities - Water	Water	1,905.36
43599	San Dieguito Water District	Utilities - Water	Water	1,490.51
43600	SWRCB	Dues & Memberships	Grade III certification fees - N. Holtz	225.00
43601	Trussell Technologies, Inc	Services - Professional	T1 - Operational support from 02/01/24 - 02/29/24	789.75
43602	Unifirst Corporation	Services - Uniforms, Supplies - Safety	Uniform service and gloves	729.20
43603	UPS	Postage/Shipping	Shipping	13.35
43604	Underground Service Alert/SC	Services - Alarm	Dig alert and safe excavation board	150.64
43605	USA Bluebook	Supplies - Lab, Repair Parts, Shop To	Various supplies	4,208.22
43606	VEGA Americas, Inc	Repair Parts Expense	Level Transmitter	2,393.07
43607	Verizon Wireless	Utilities - Telephone	02/11/24 - 03/10/24	625.45
43608	Volt Management Corp	Services - Temp	Internship program and temp service	3,485.81
43609	Benefits Coordinators Corp.	Dental/Vision	Vision - Apr	409.80
43610	VWR International, Inc.	Supplies - Lab	Petri dish	322.12
43611	WageWorks	Payroll Processing Fees	Admin fee - Mar	176.00
43612	Adam Kaye	Services - Professional	Public communications	100.00
43613	Aflac	EE Deduction Benefits Payable	Aflac - Apr	809.68
43614	Ahrens Mechanical	Services - Contractors	Wanket Tank RW Pipeline and Moonlight Beach P.S modification	70,598.91
43615	Allied Storage Containers	Equipment Rental/Lease	20' and 40' storage containers - 04/13/24 - 05/10/24	359.89
43616	Black & Veatch	Services - Engineering	Dewatering facilities upgrades through 03/01/24	23,745.00
43617	CAN-DO-Maintenance Inc.	Services - Maintenance	Fence repair	750.00
43618	CDM Smith	Services - Engineering	Services for Moonlight PS and Pipeline - 02/04/24 - 03/04/24	8,157.50
43619	Collicutt Energy Services Inc	Services - Maintenance	Generator service - Solana Beach P.S.	1,340.66
43620	Corodata	Rent	Record storage - Mar	122.85
43621	County of San Diego	Fees - Permits	DEH2011-HUPFP-213701 - Olivenhain P.S.	574.00
43622	CWEA Membership	Dues & Memberships	Membership renewal - C. Larsen	113.00
43623	Dudek & Associates	Services - Engineering	Construction of MBPS - 12/30/23 - 02/23/24	10,530.00
43624	Encinitas Bee Company	Services - Landscape	Live bee removal	200.00
43625	Excel Landscape, Inc.	Services - Landscape	Repair main line	641.92
43626	Flow Science Incorporated	Services - Engineering	RW south system pressure surge analysis - 03/01/24 - 03/31/24	117.00
43627	Fluid Components International	Services - Maintenance	ST80 meter service	482.89
43628	Grainger, Inc.	Repair Parts Expense	Valves	686.00
43629	Hach Company	Services - Maintenance	Annual equipment service	27,450.00
43630	Hardy Diagnostics	Supplies - Lab	Various supplies	1,247.66
43631	Hoch Consulting, APC	Services - Professional	Prop 1 Rd 1 Project 6 N.C. RW - 01/01/24 - 03/31/24	3,510.00
43632	Idexx Distribution, Inc.	Supplies - Lab	Various lab supplies	1,246.10
43633	Ironclad Env Solutions, Inc.	Equipment Rental/Lease	Digester cleanout equipment rental	1,848.23
43634	Lawson Products Inc.	Repair Parts Expense	Various supplies	754.02
43635	Leaf & Cole, LLP	Services - Accounting	GASB 51 meeting	300.00
43636	Marine Taxonomic Services, LTD	Services - Professional	Ocean outfall pipeline inspection services and report	27,838.00
43637	McMaster-Carr Supply Co.	Supplies - Shop & Field, Office, Repair	Various supplies	2,085.96
43638	MetLife - Group Benefits	Dental/Vision	Dental - May	2,766.34
43639	Midas Shop	Vehicle Maintenance	Oil change - recycled water truck	84.96
43640	Mission Square	ICMA Retirement	ICMA - 401a	6,025.55
43641	Mission Square - 304175	EE Deduction Benefits Payable	ICMA - 457	9,584.86
43642	Nth Generation	Licenses	Palo Alto and Cisco Meraki license renewals	2,771.96
43643	OneSource Distributors, Inc.	Repair Parts Expense	Various supplies	2,273.93
43644	Pacific Pipeline Supply	Supplies - Shop & Field	Various supplies	129.02

**SAN ELIJO JOINT POWERS AUTHORITY
PAYMENT OF WARRANTS
For the Month of April 2024**

Warrant #	Vendor Name	G/L Account	Warrant Description	Amount
43645	Michael Piper	Subsistence - Meals	Employee reimbursement - Safety lunch	138.34
43646	ProBuild Company, LLC	Supplies - Shop & Field, Repair Parts E	Various supplies	1,440.59
43647	Procopio Cory Hargreaves	Services - Legal	General through 03/31/24	12,334.46
43648	Rusty Wallis, Inc.	Services - Maintenance	Water softener, tank service and salt bags	412.25
43649	Santa Fe Irrigation District	SFID Distribution Pipeline	Pipeline reimbursement	942.15
43650	San Dieguito Water District	Utilities - Water	Water	1,808.41
43651	Sloan Electric Company	Repair Parts Expense	Flow equalization pump	2,039.64
43652	Terminix Processing Center	Services - Maintenance	Pest control service	549.88
43653	Tom Cordato	Services - Other	Sewer Lateral Repair Settlement Agreement	25,000.00
43654	Trussell Technologies, Inc	Services - Professional	Design of bio treatment improvements - 02/01/24 - 02/29/24	79,453.50
43655	USA Bluebook	Supplies - Lab, Repair Parts, Shop Toc	Various supplies	1,079.14
43656	Verizon Wireless	Utilities - Telephone	Cell phone service - 03/08/24 - 04/07/24	1,019.55
43657	Volt Management Corp	Services - Temp	Internship program and temp service	2,106.78
On-line 894	Home Depot Credit Services	Supplies - Shop & Field	Various supplies	1,906.88
On-line 895	P.E.R.S.	Medical Insurance - Pers	Health - Apr	42,074.84
On-line 896	Public Employees- Retirement	Retirement Plan - PERS	Retirement - 03/16/24 - 03/29/24	20,836.09
On-line 897	ReadyRefresh	Supplies - Lab	Kitchen and lab supplies	1,621.61
On-line 898	WM Corporate Services, Inc.	Services - Sediment Disposal	10 yard roll off disposal and roll off bins	5,878.12
On-line 899	BankCard Center	Vehicle Maintenance	Various supplies	7,587.22
On-line 900	CA. Dept. of Tax & Fee Admin.	Supplies - Lab	Use Tax - 01/01/24 - 03/31/24	276.00
On-line 901	Void			-
On-line 902	Michelle Pizer	Training	Executive coaching - 03/13 and 03/27	1,500.00
On-line 903	Public Employees- Retirement	Retirement Plan - PERS	Payroll fee	200.00
On-line 904	Public Employees- Retirement	Retirement Plan - PERS	Retirement - 03/30/24 - 04/12/24	21,064.84
On-line 905	San Diego Gas & Electric	Utilities - Gas & Electric	Gas and electric -03/08/24 - 04/05/24	66,505.07
On-line 906	Sun Life Financial	Life Insurance/Disability	Life and disability - May	2,271.99
On-line 907	Home Depot Credit Services	Supplies - Safety, Shop Tools & Equip.	Various supplies	1,074.50
	San Elijo Payroll Account	Payroll	Payroll - 04/05/2024	107,983.26
	San Elijo Payroll Account	Payroll	Payroll - 04/19/2024	119,841.59
				\$ 863,902.87

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

**For the Month of April 2024
As of April 30, 2024**

PAYMENT OF WARRANTS \$ 863,902.87

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.



C. Yani Barragan
Accounting Technician III

SAN ELIJO JOINT POWERS AUTHORITY
STATEMENT OF FUNDS AVAILABLE FOR PAYMENT OF WARRANTS
AND INVESTMENT INFORMATION

As of April 30, 2024

FUNDS ON DEPOSIT WITH	AMOUNT
LOCAL AGENCY INVESTMENT FUND <i>(APRIL 2024 YIELD 4.272%)</i>	\$ 14,661,207.77
CALIFORNIA BANK AND TRUST <i>(APRIL 2024 YIELD 0.01%)</i>	663,809.27
U.S. Bank <i>(APRIL 2024 YIELD 4.40%)</i>	15,526,422.99
PARS <i>(APRIL 2024 YIELD -3.07%)</i>	960,914.65
TOTAL RESOURCES	\$ 31,812,354.68

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SAN ELIJO JOINT POWERS AUTHORITY
MEMORANDUM

May 21, 2024

TO: Board of Directors
San Elijo Joint Powers Authority

FROM: General Manager

SUBJECT: WASTEWATER TREATMENT REPORT - MARCH

RECOMMENDATION

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

DISCUSSION

Monthly Treatment Plant Performance and Evaluation

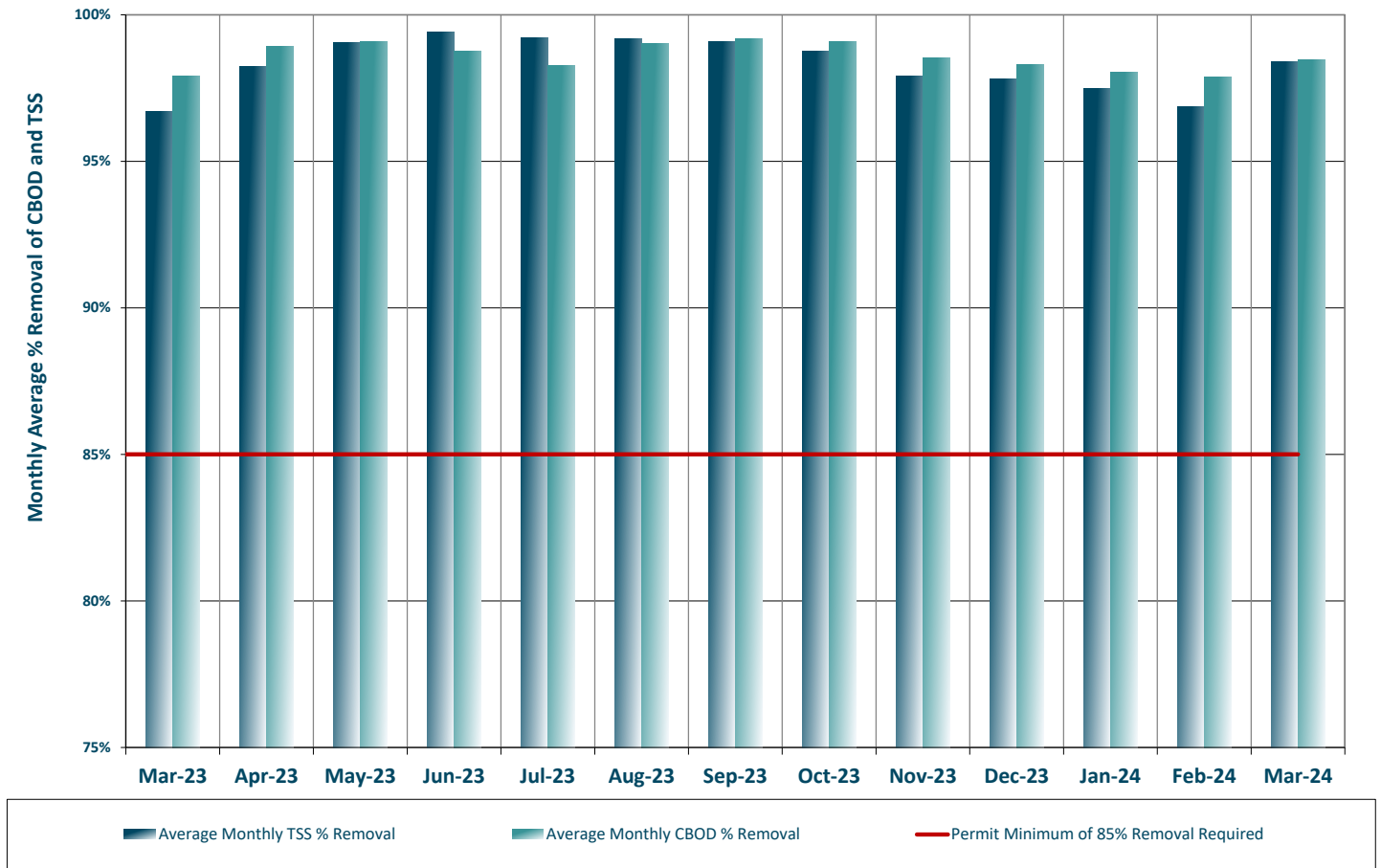
Wastewater treatment for the San Elijo Joint Powers Authority (SEJPA) met all National Pollutant Discharge Elimination System (NPDES) ocean effluent limitation requirements for the month of March 2024. The primary indicators of treatment performance include the removal of Total Suspended Solids (TSS) 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 **98.4** and **98.5** percent removal, respectively, during the month of March.

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

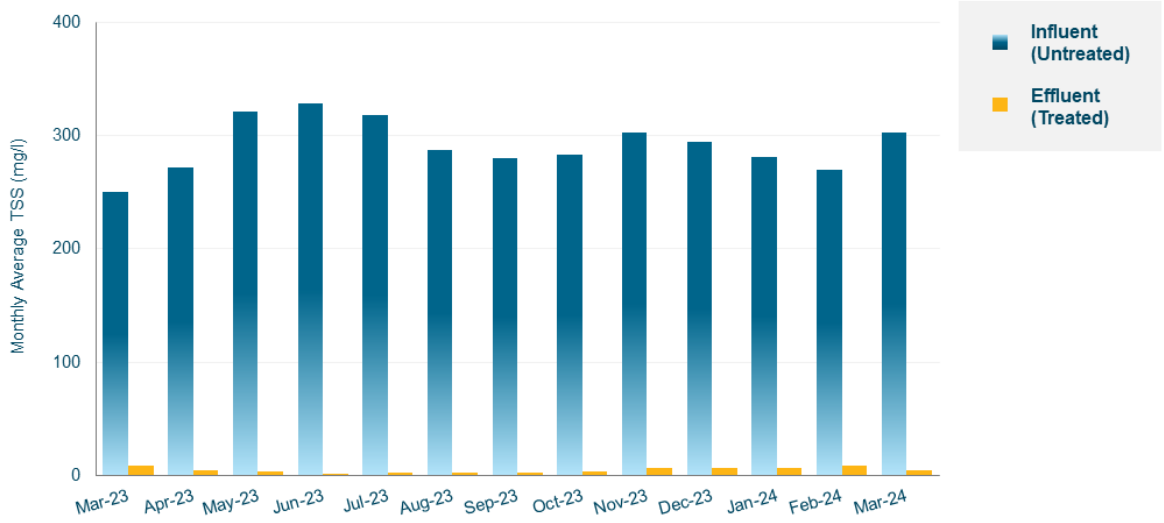
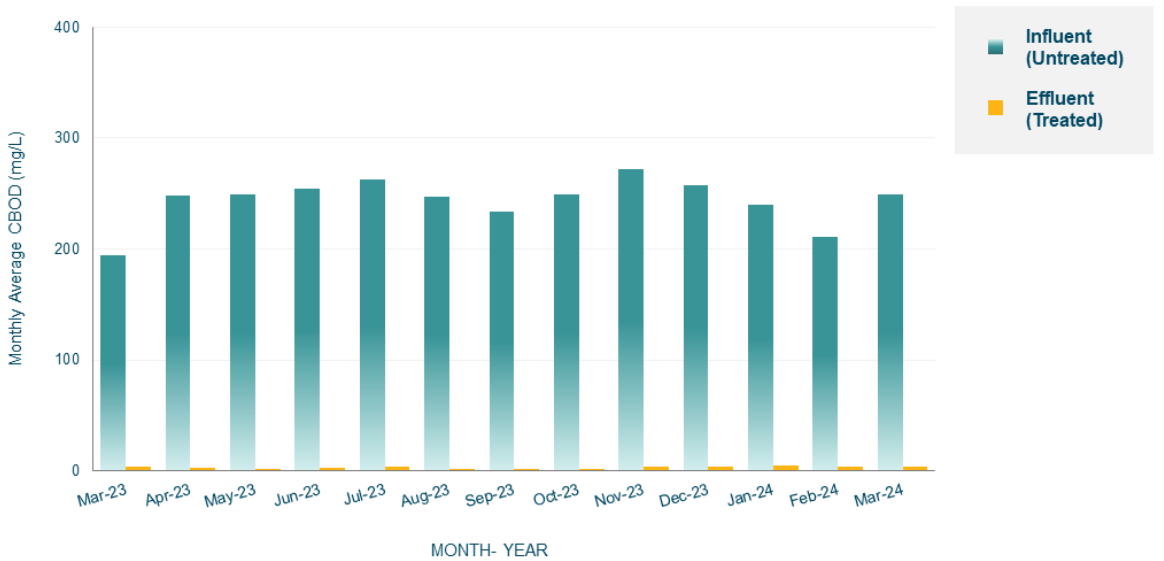


FIGURE 3: TREATED EFFLUENT FLOWS REMOVAL OF CBOD



Member Agency Flows

Table 1 (below) presents the influent and effluent flows for the month of March. Average daily influent flows were recorded for each contributing agency. In March, about 25% of the incoming flow was repurposed as recycled water with the remaining flow discharged to the ocean.

TABLE 1 - INFLUENT AND EFFLUENT FLOWS IN MARCH

MARCH			
	Influent (mad)	Recycled Water (mad)	Effluent (mad)*
Cardiff Sanitaru Division	1.395	0.343	1.052
Citu of Solana Beach	1.061	0.261	0.800
Rancho Santa Fe SID	0.200	0.049	0.151
Citu of Del Mar	0.352	0.086	0.266
Total San Elijo Water Campus Flow	3.008	0.739	2.269

* 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 contributing agency during the past 3 years. It also presents the number of connected Equivalent Dwelling Units (EDUs) for each agency 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
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	1.185	0.144	0.891	0.413	2.633	8,557	586	8,142	2,616	19,901	136	282	109	171	132
Jul-23	1.160	0.146	0.949	0.446	2.701	8,557	586	8,166	2,616	19,925	136	249	116	182	136
Aug-23	1.242	0.177	0.954	0.494	2.867	8,559	586	8,166	2,622	19,933	145	302	117	200	144
Sep-23	1.161	0.161	0.885	0.371	2.578	8,559	586	8,166	2,622	19,933	136	275	108	152	129
Oct-23	1.125	0.163	0.870	0.308	2.466	8,559	587	8,166	2,622	19,934	131	278	107	125	124
Nov-23	1.246	0.186	0.961	0.409	2.802	8,559	588	8,166	2,622	19,935	146	317	118	149	141
Dec-23	1.313	0.173	1.011	0.377	2.874	8,559	588	8,166	2,622	19,935	153	294	124	133	144
Jan-24	1.416	0.190	1.055	0.380	3.041	8,569	588	8,166	2,622	19,945	165	323	129	134	152
Feb-24	1.788	0.256	1.099	0.422	3.565	8,569	588	8,166	2,622	19,945	209	436	135	151	179
Mar-24	1.395	0.200	1.061	0.352	3.008	8,616	588	8,166	2,639	20,009	162	340	130	125	150

CSD: Cardiff Sanitary Division

RSF: Ranch Santa Fe Community Service District

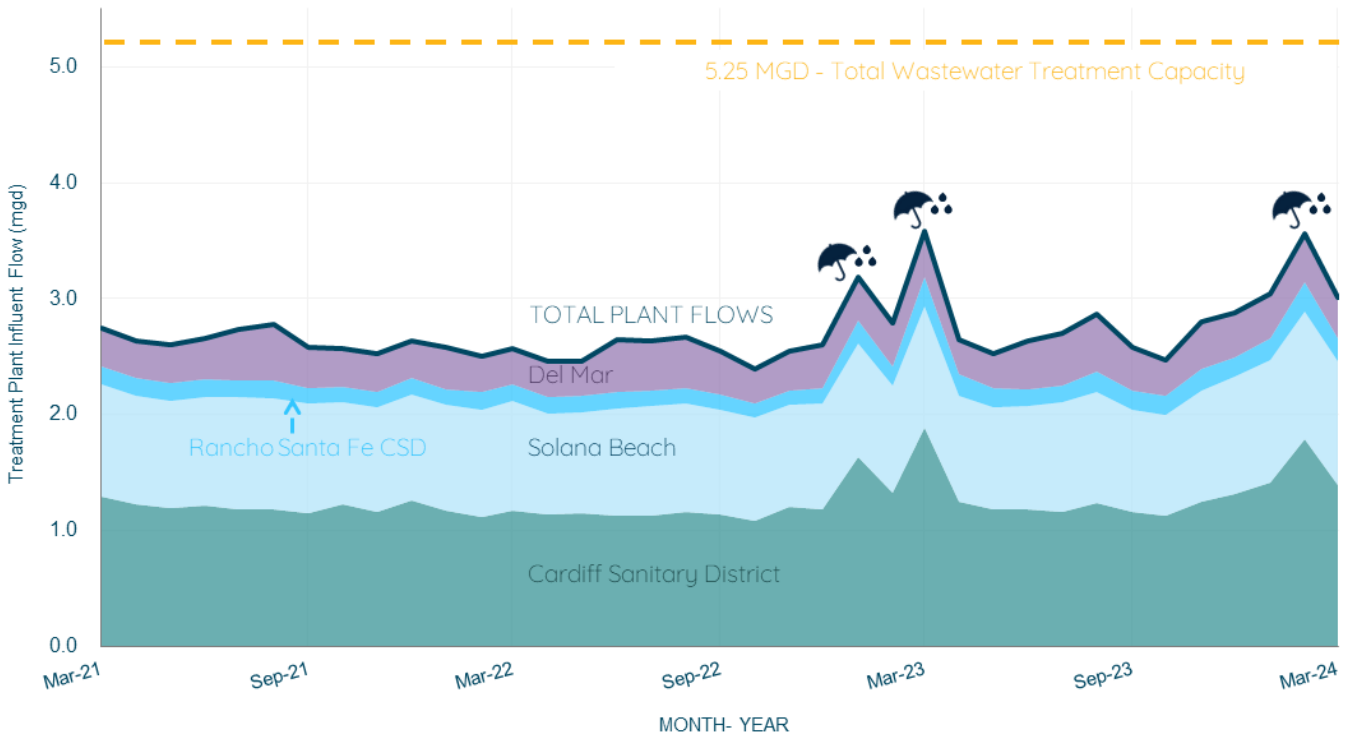
SB: Solana Beach

DM: City of Del Mar

EDU: Equivalent Dwelling Unit

Figure 4 (below) presents the 3-year historical average daily flows per month for each contributing 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 the Cities of Encinitas and Solana Beach 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 March 2024 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)	12.2
Escondido (Peak flow rate)	18.2

Connected Equivalent Dwelling Units

The City of Solana Beach updated the number of connected EDUs that are reported to the SEJPA in August 2023. The number of connected EDUs for City of Del Mar was updated in March 2024. City of Encinitas updated their connected EDU report in March 2024. The Rancho Santa Fe CSD updates 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	8,616
Rancho Santa Fe SID	588
City of Solana Beach	7,829
San Diego (to Solana Beach)	337
City of Del Mar	2,639
Total EDUs to System	20,009

Respectfully submitted,



Michael T. Thornton, P.E.
General Manager

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AGENDA ITEM NO. 10

SAN ELIJO JOINT POWERS AUTHORITY
MEMORANDUM

May 21, 2024

TO: Board of Directors
San Elijo Joint Powers Authority

FROM: General Manager

SUBJECT: RECYCLED WATER REPORT - MARCH

RECOMMENDATION

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

DISCUSSION

Recycled Water Production

For the month of March 2024, recycled water demand was 62.2 acre-feet (AF), which was met using 62.0 AF of recycled water and 0.2 AF of supplemental water. March demand met budget expectations of 62 AF.

For the first nine months of FY 2023-24, total recycled water production was 1040 AF, which is below budget by 9.8%.

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 March for the last ten years to provide a year-over-year comparison. Figure 3 (attached) compares budget versus actual recycled water sales for FY 2023-24.

Respectfully submitted,



Michael T. Thornton, P.E.
General Manager

FIGURE 1: RECYCLED WATER DEMAND AND RAINFALL COMPARISON

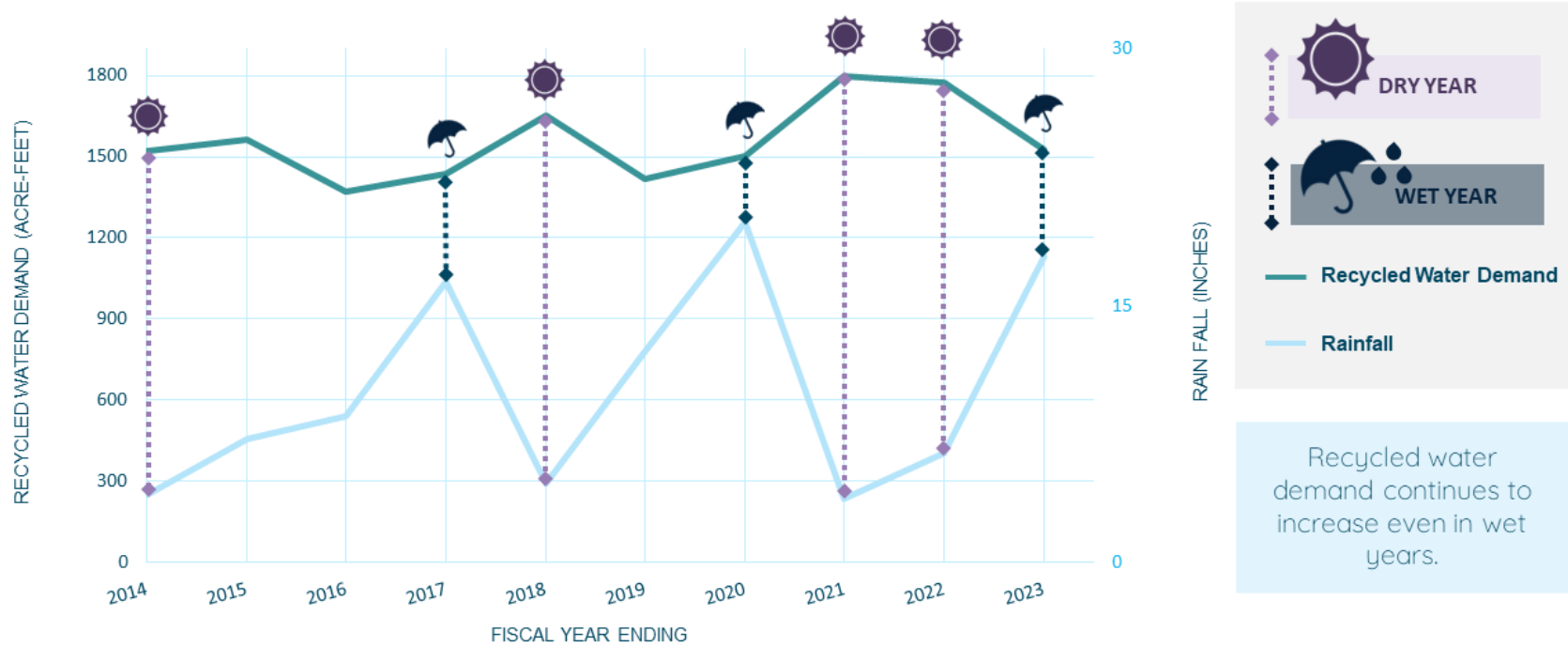


FIGURE 3: MARCH RECYCLED WATER DEMAND

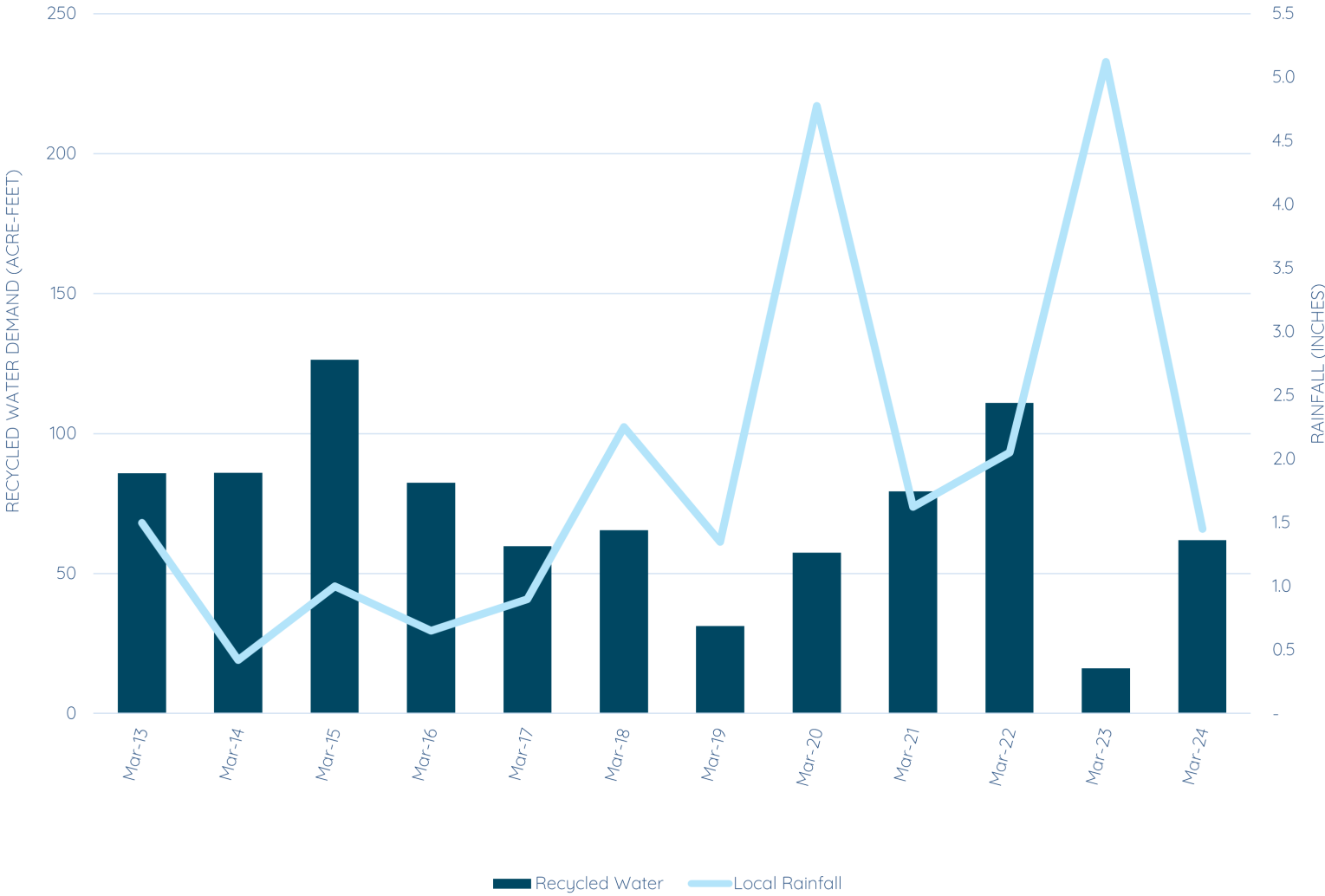
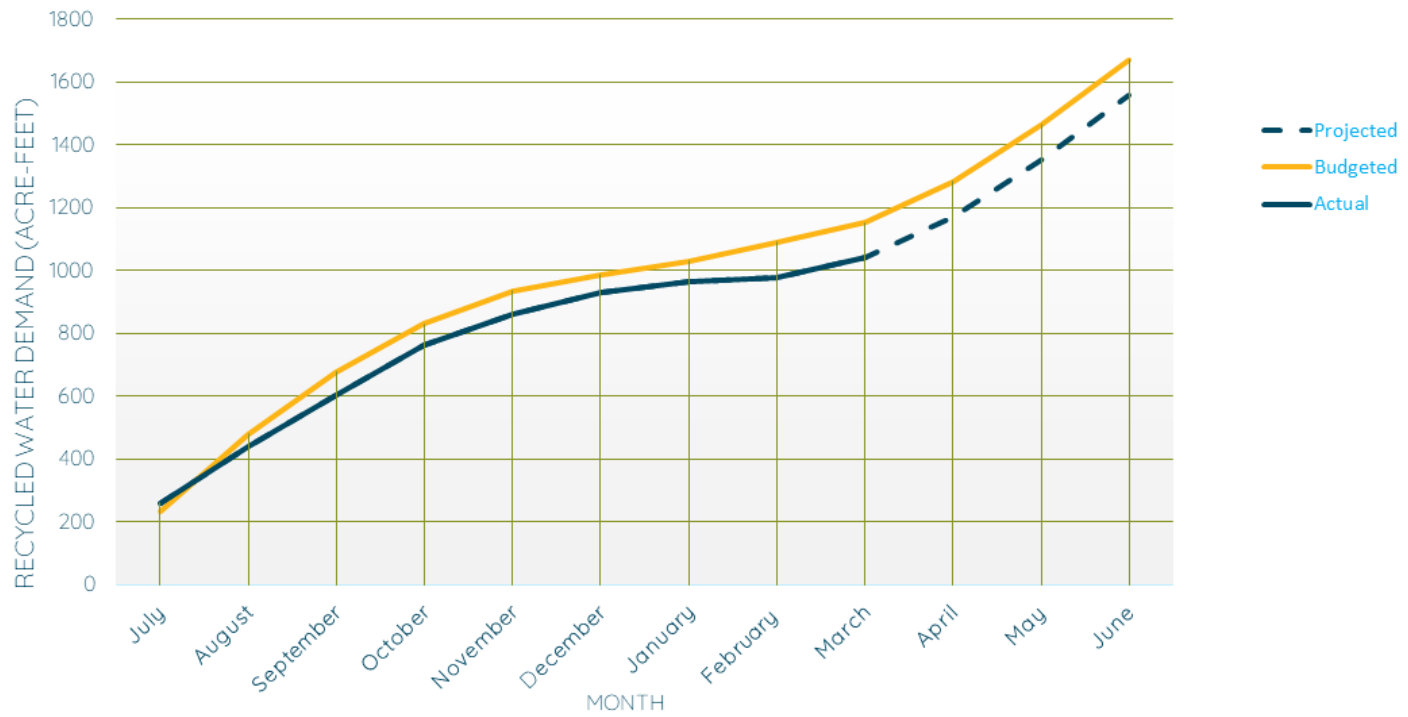


FIGURE 3: FY2023/24 CUMULATIVE DEMAND VS BUDGET



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AGENDA ITEM NO. 11

SAN ELIJO JOINT POWERS AUTHORITY
MEMORANDUM

May 21, 2024

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 Hinze on April 15, 2024.

FINANCIAL IMPACT

Per the SEJPA Restatement Agreement, SEJPA offers the Board Member \$160 for each reportable meeting, which the Board Member may choose to accept or reject. These meetings are accounted for in our annual budget.

Respectfully submitted,



Michael T. Thornton, P.E.
General Manager

SAN ELIJO JOINT POWERS AUTHORITY
MEMORANDUM

May 21, 2024

TO: Board of Directors
San Elijo Joint Powers Authority

FROM: General Manager

SUBJECT: APPROVE BIOSOLIDS HAULING AND REUSE AGREEMENT

RECOMMENDATION

It is recommended that the Board of Directors:

1. Authorize the General Manager to enter into a 3-year agreement with Ag Tech LLC for the procurement of Biosolids Hauling and Reuse for an amount not to exceed \$900,000; and
2. Discuss and take action as appropriate.

BACKGROUND

Biosolids are created during the wastewater treatment process by removing solid material from the water, concentrating, digesting, and drying that material. The resulting biosolids can be used to condition soil and fertilize crops or vegetation. Land application occurs through surface spreading, tilling, or injection below the surface. SEJPA, along with many other Southern California wastewater facilities, rely on contractors to transport and land apply biosolids to farms in Yuma County, Arizona. Biosolids recycling in Yuma Arizona has been found to be a cost-effective option for treatment facilities in the San Diego area, due to shorter travel time and lower demand when compared to similar options north of Los Angeles in Kern County or San Bernardino County.

DISCUSSION

SEJPA initiated a bid solicitation for biosolids hauling and reuse, which was advertised on February 29, 2024, with bids received by April 18, 2024. The bids received are summarized as follows:

- Ag Tech, LLC: \$62.50 per ton (receiving site is in Yuma County, AZ)
- Denali Water Solutions: \$76.66 per ton (receiving site is in Yuma County, AZ)
- Synagro: \$117.80 per ton (receiving site is in Kern and San Bernardino Counties, CA)

Ag Tech, LLC presented the lowest bid at \$62.50 per ton. The bid solicitation allowed for incorporation of a diesel fuel price adjustment mechanism to mitigate the risks associated with fuel price fluctuations, which is in addition to the unit base bid. The fuel price at the date of the submitted proposals forms the baseline and will adjust monthly based on an industry index that will vary the hauling cost per ton as fuel prices go up and down during the contract period. For example, if fuel prices decrease below the baseline, then the cost to SEJPA will decrease accordingly. The agreement term is from July 1, 2024, to June 30, 2027.

FISCAL IMPACT

The proposed agreement is for 3 years, with a total not-to-exceed sum of \$900,000. This allocation breaks down to \$275,000 annually at the base unit price, with an additional \$25,000 yearly provision for diesel fuel price contingencies.

The year-over-year cost increase from the previous year is approximately 21%. However, it's worth noting that SEJPA secured the previous contract during a favorable market period for a five-year term, thus adjusting to current market pricing was anticipated.

In the FY 2024-25 Recommended Budget, \$307,500 has been earmarked for biosolids hauling and reuse. This allocation is expected to sufficiently cover associated expenses, including the diesel fuel price adjustment.

RECOMMENDATION

It is therefore recommended that the Board of Directors:

1. Authorize the General Manager to enter into a 3-year agreement with Ag Tech LLC for the procurement of Biosolids Hauling and Reuse for an amount not to exceed \$900,000; and
2. Discuss and take action as appropriate.

Respectfully submitted,



Michael T. Thornton, P.E.
General Manager

Attachment 1: Ag Tech LLC Bid Submission for Biosolids Hauling and Reuse (Disposal) Services



AG TECH LLC.

3895 W. County 19th St Somerton, Arizona 85350

Phone: 928-287-4588 Email: ryanu@agtechllc.net

To: San Elijo Joint Powers Authority
2695 Manchester Avenue
Cardiff by the Sea, California 92007

18 April 2024
via Electronic Submittal

RE: BIOSOLIDS HAULING AND REUSE (DISPOSAL) SERVICES
SPECIFICATION NUMBER SE 2024-BH

Subject: PROPOSAL

No one understands the mission of the daily challenges, the rigorous demands, and the significance of the contributions of their personnel and management teams than your current partner, AgTech. We have provided support and service San Elijo Joint Powers Authority. We are here now as San Elijo Joint Powers Authority strives for efficiency and continued responsible and modern solutions for biosolids management. We believe our track record speaks for itself and that no other company understands your needs more than us, because of our years working together.

AgTech and Western Express Transporters, Inc. (Western) are all subsidiary companies of Magan's, a family-owned enterprise that has managed biosolids for well over 30 years now. We currently operate over 80 trucks providing Biosolids Management Services to Water Districts and Municipalities throughout Southern California, creating solutions specific to our customer's needs. We would be happy to offer our continued services to the San Elijo Joint Powers Authority.

Our private trucking company Western Express Transporters, Inc. is in current compliance with regulations. All Westerns Trucks and equipment are company owned and operated by DOT certified drivers. We would never subject our clients to the unpredictable and questionable compliance and performance standards of sub-haulers, negating all risk and maintaining a "Zero" liability standard for all our clients.

AgTech is our 6,300-acre farm located in Yuma Arizona where we produce foliage crops through the established and effective management of Biosolids. Our crops return exceptional yields and produce a high nutrient product which we supply to the livestock feed industry. Supplemental to the needs of San Elijo Joint Powers Authority, we also provide for the further treatment of biosolids through proprietary "Lime Stabilization" techniques. Each load of either "sub-class B" biosolids or qualified "sewage sludge" that

arrives at our facility is immediately treated, monitored, and tested and is prepared for "Land Application" within 24 hours of its arrival. As the leader in our industry, we firmly believe that the practice of landfilling or composting of "sub-class B" biosolids is an irresponsible disposition of a renewable resource that can create a public safety issue through the leaching of pathogens into underground water sources and the release of "greenhouse" gases into the air we breathe.

AgTech is pleased to respond to the San Elijo Joint Powers Authority Request for Bids for Land Application Recycling options for Biosolids Management. In hopes of securing this opportunity, we have included our completed Proposal including the requested forms and attachments. We have also included our work plan to beneficially re-use the solids generated at our biosolids management sites and facilities.

AgTech has many years of proven experience in providing comprehensive biosolids management services on behalf of several large metropolitan wastewater agencies including the Orange County Sanitation District (OCSD), Los Angeles County Sanitation Districts, City of Los Angeles, Valencia WRP, Goleta Sanitation District, City of Beaumont, City of San Diego, City of Colton, City of Escondido, City of Santa Barbara, the County of Ventura (Moorpark Wastewater & Calabasas Treatment plants), City of Somerton, Arizona and the City of Yuma, Arizona and have operated similar type services requested in this RFP for these municipal agencies successfully for over 30 years.

AgTech has permitted over 6,300 acres for biosolids land application in Arizona. These sites have been actively engaged in receiving and incorporating biosolids since June 2003. Our Yuma, Arizona farm has been successfully receiving Biosolids since 1977 and has contracted with South Yuma County Landfill as further back-up in the unlikely event that unforeseen issues arise at our Treatment Facility and land application sites.

1. Introduction

AgTech and its sister company Western Express Transporter's Inc., appreciate the opportunity to propose to the San Elijo Joint Powers Authority for Biosolids Management and assure the San Elijo Joint Powers Authority that we can continue to meet all the requirements of the Request for Proposal SE 2024-BH. AgTech has been providing biosolids and other organic residuals reuse services at its farm sites in Arizona since 1977.

AgTech has already assessed and profiled suitable agricultural land sites, obtained all necessary regulatory permits, refined an efficient operating program, provided experienced hauling services, exhibited flexibility in coordinated loading windows, achieved compliance with federal, state, and local regulations, and maintained an exceptional recordkeeping and reporting history.

AgTech, and its sister companies, collectively employ approximately 120 employees who are directly involved in the biosolids management activities, including corporate management, site operations management, regulatory compliance, monitoring and reporting, transportation, and mechanical support. All told, our company probably has more experience than any other permitted Arizona/California operator in the safe and cost-effective use of biosolids as a source of valuable plant nutrients in agriculture. As a family-run operation, AgTech prides itself on its track record of continual, unfaltering service to many publicly owned treatment agencies including San Elijo Joint Powers Authority. A list of municipal customer contracts, including contact information, has been provided with this proposal with our hope that you will reach out to them to obtain their thoughts on our performance.

1.1 The following are AgTech's key personnel proposed to perform the work in the specified tasks and include major areas of subcontract work.

Key Personnel	Specified Task (including subcontractor work)
Betty Magan	Owner, communicating with municipalities staff, presides over all of the day-to-day operations, negotiating new hauls and rates and presides over the transportation operations
Ryan Unruh	AgTech GM oversees Yuma ranch operations, crop rotation planning and management to biosolids application, regulatory monitoring, & compliance verification
Laurie Smith	Providing financial analysis and accounting & financial systems controls, regulatory monitoring, programs developer

Kurt Wyrick	Responsible for the accounting operations, communicating with municipalities staff, assistance in negotiating hauls and rates and assists in the transportation
Josh Wamsley	AgTech Compliance/Operations Manager, Compliance reporting and HR
Randy Bash	Western GM, oversees biosolids hauling, communicating with plant managers, loaders and inspectors, & outreach
Kevin Good	Western Operations Manager - Dispatching and driver compliances (DMV, DOT & FMCSA)
Chad Farrell	AgTech, oversees all of the administrative & compliance functions and Information Management Systems

2. Firm Experience

2.1 Experience and References

The following information describes AgTech's experience in performing work of a similar nature to that solicited in this RFP and highlights the participation in such work by the key personnel proposed for assignment to the Scope of Work/Technical Specifications.

AgTech has been providing biosolids and other organic residuals reuse services at its farm site since 1977. Our company has more experience than any other permitted Arizona/California operator in safely and effectively using organic residuals.

Our company prides itself on its track record of continual, unfaltering service to dozens of publicly owned treatment agencies including:

- **OCSD** – Land application and chemical stabilization of biosolids in Kings and Kern County from 1997 through 2003. Land application of biosolids, and occasional landfilling in Yuma County, Arizona from 2003, and still currently operating in Yuma County Arizona. Twenty+ total years of service.
- **LACSD** – Land application and chemical stabilization of an average of 35 loads per week from Carson and to Kings and Kern County from 1994 through April 2012. Additionally, 20 loads per week from Valencia from 2000 to April 2012. Eighteen total years of service.
- **Mission Springs** - Chemical Lime stabilization and land application of

biosolids in Yuma County from 2015 to 2023. Four total years of service.

- **Ventura Moorpark** – Chemical stabilization and land application of biosolids in Kern County from 2003 to 2016, Thirteen total years of service.
- **Santa Barbara** – Chemical stabilization and land application of biosolids in Kern County from 2011.
- **City of Big Bear** – Class B land application of biosolids, in Yuma County, Arizona producing Class B biosolids beginning in 2018.
- **City of San Diego** – Class B land application of biosolids, in Yuma County, Arizona producing Class B biosolids. Five total years of service.
- **Goleta Sanitary District-** - Chemical stabilization and land application of biosolids in Kern County from 2000 and still currently operating. 18 total years of service.
- **City of Colton** – Class B land application of biosolids in Yuma County. Five total years of service.
- **City of Calexico** – Class B land application of biosolids, in Yuma County, Arizona producing Class B biosolids from 2016 to 2023. Eight total years of service.
- **Calabasas** – Chemical stabilization and land application of biosolids in Kern County from 2011 to 2012. Two years of service.
- **Encina** – Class A distribution.
- **San Elijo** – Class B land application of biosolids, in Yuma County, Arizona producing Class B biosolids..
- **City of Somerton** – Generating Class B biosolids for Land application in Yuma, AZ.
- **City of Escondido-** Generating Class B biosolids for Land application in Yuma, AZ.

- **City of Yuma**-sub surface injection for over 30 years at our AgTech Farm.

2.1 Specific Generator Information

Please see attached Statement of Qualifications and References

3. Scope of Services

3.1 Biosolids Management Proposal for the San Elijo Joint Powers Authority

AgTech and Western Express Transporters team proposes the "Land Application of the Class B Biosolids produced by the San Elijo Joint Powers Authority for the beneficial reuse as a soil amendment for our agricultural activities. We have a very environmentally responsible operation specifically designed to take advantage of the valuable plant nutrients found in biosolids. Once the material is received it will immediately be land applied to registered and approved application sites within the boundaries of our farm. AgTech will continue its biosolids management program that has successfully hauled and beneficially reused biosolids through land application and incorporation of the biosolids into approved farmland located in Yuma County Arizona to grow animal feed crops.

AgTech's 6,300 acres of permitted Arizona site has the capacity to reuse 100%+ of the biosolids produced by the San Elijo Joint Powers Authority as well as AgTech's other municipal customers that beneficially use our Arizona land application site. This ensures that the project will be viable now and well into the future as the San Elijo Joint Powers Authority continues to serve its ratepayers.

AgTech shares the San Elijo Joint Powers Authority's goal to strive to recycle the valuable plant nutrients, micronutrients and organic matter found in biosolids whenever possible, but understands the need to have landfilling available as a backup option. In the event that the San Elijo Joint Powers Authority directs AgTech to landfill its biosolids, AgTech has entered into a biosolids landfilling agreement with South Yuma County Landfill. These landfills will easily accommodate the peak production of the San Elijo Joint Powers Authority biosolids that may require to be landfilled as a result of increased biosolids production.

AgTech already owns the necessary primary and backup equipment to continue to manage the land application activities being proposed in this response to the San Elijo Joint Powers Authority. AgTech's current inventory of off-road equipment, tractors, trailers, and other machinery is sufficient to easily accommodate more than the present daily volume. The equipment to service the San Elijo Joint Powers Authority's contract will be staged at AgTech's existing facilities in Yuma, AZ.

AgTech is committed to using best management practices and compliance with regulations while providing biosolids services to municipal wastewater treatment facilities.

AgTech has adopted the procedures and guidelines found in both the California Water Environment Association (CWEA) Code of Good Practice and the National Biosolids Partnership (NBP) Code of Good Practice to continuously improve its biosolids management practices.

AgTech recognizes that safety is an extremely important part of any biosolids management plan. The success of our Arizona biosolids management program is a direct result of our working together with our generators to find ways to minimize our potential for adverse impacts on our stakeholders. We continue to strive to avoid creating any nuisances, including dust, odors, vectors, and offensive visual impacts at all biosolids management sites in accordance with the San Elijo Joint Powers Authority's Biosolids Contractor Requirements.

Transportation

AgTech will continue its record of providing years of successful biosolids management experience to the San Elijo Joint Powers Authority. AgTech fully understands the importance of uninterrupted service where biosolids hauling is concerned and takes that partnership responsibility very seriously. All transportation of the biosolids from each of the facilities will continue to be provided through subcontracts with Western Express Transporter's, Inc. Each company has a dedicated fleet of on-road equipment specifically designed for the needs of the San Elijo Joint Powers Authority biosolids transportation. Together, both of these companies own and operate a combined fleet of 80+ Freightliners. The San Elijo Joint Powers Authority biosolids will be transported in watertight bottom dump, end dump, and live-bottom trailers with retractable, intact tarp covers, all of which have already been inspected and approved for use. This large amount of equipment will ensure uninterrupted service of the San Elijo Joint Powers Authority facility. The standard tractor and trailer configuration can easily accommodate 25 to 27 tons of material per load. Each of these companies has a proven reputation for quality service and is in good business standing with AgTech. On a daily basis, the trucking manager routes truck drivers to the scheduled site. The factors that influence routing include traffic (accidents, road construction), weather, location of residences, potential for dust, and school bus routes.

Regulatory Compliance

AgTech exceeds industry standards as it relates to biosolids land application programs. AgTech complies with all state or local policies and ordinances. AgTech is committed to conforming to the NBP's Code of Good Practice. AgTech will continue to partner with the San Elijo Joint Powers Authority and conform to other applicable good practices, BTS procedures for tracking biosolids, reporting and record keeping, regulatory compliance, proactive maintenance, self-imposed requirements, public outreach and documentation, participation in audits and any required corrective actions, and preventive actions for all inspection findings, training and emergency preparedness plans, and other elements that may have procedural and cost implications for AgTech. AgTech will cooperate with all

periodic inspections and audits by the San Elijo Joint Powers Authority and the NBP's EMS auditors.

AgTech welcomes The San Elijo Joint Powers Authority inspection of the trucks and trailers. AgTech will keep all trucks and trailers clean (i.e., washed between loadings), free of rips in the tarps, have the tarps cover the entire load, and maintain spill-prevention baffles, etc. AgTech has its own facilities necessary to wash trucks between loadings.

- Emergency preparedness kits will continue to be required by AgTech to be onboard all Western Express Transporter's, Inc., trucks at all times.
- Drivers for AgTech are required to comply with The San Elijo Joint Powers Authority loading procedures, Department of Transportation (DOT) regulations, and provision and implementation of emergency response plans.
- Any federal, state or local fees related to hauling, such as road use fees, and any fines incurred by hauling operations as well as costs associated with releases will be the responsibility of AgTech except for "over-weight" issues.
- AgTech's drivers will conduct themselves in a professional and courteous manner. AgTech dispatchers will continue to relay important training and other communications from The San Elijo Joint Powers Authority to drivers promptly.

3.2 Quality Controls

The following information describes the methods that AgTech will use to ensure quality control as well as budget and schedule control for the Scope of Work/Technical Specifications.

AgTech has a close working relationship with the municipalities it works with and that helps to ensure a team spirit. AgTech has in place personnel with integrity and confidence to perform the daily activities to meet its customers' needs and has developed a system of tracking loads and documenting such activity.

AgTech's selection of Project Siting options carefully considered factors such as proximity to the San Elijo Joint Powers Authority and too sensitive receptors, surrounding land use type, history of site, potential issues on hauling route to site, and future plans for proposed management site.

The Yuma County land application sites and landfill facility have been carefully chosen to provide The San Elijo Joint Powers Authority with the closest possible, yet remote, environmentally sensitive, sustainable, and cost-effective options for the management of biosolids. Biosolids use in Yuma County is an agriculture-dominated county that appreciates the agronomic and economic benefits of biosolids to its farmers. Land application of qualified biosolids is expected to be viable for the foreseeable future, and it

is unlikely that the State of Arizona will amend its biosolids-friendly regulations in Article 10. In fact, the AgTech site has been cited by EPA in past literature as a case study site that showed the agricultural benefits of the use of biosolids.

The land application and landfill sites proposed for use are very remote; over a mile from any residence or sensitive receptors. The roads used for transportation of biosolids are major interstates (Interstate 8) thus not (typically) subject to stop-and-go traffic in residential areas. The surrounding land uses are predominantly agricultural and are accustomed to typical scents generated from agriculture soil amendments.

We Will,

- ✓ Comply with all applicable federal, state, and local requirements regarding transportation, storage, and use or disposal of biosolids away from the facility.
- ✓ Manage biosolids in a manner that meets the applicable standards for their intended use or disposal.
- ✓ Develop and continue to update our attached BMP to ensure that we have an effective ongoing biosolids operation.
- ✓ Enhance our monitoring of biosolids with management practices.
- ✓ Require good housekeeping practices for our biosolids transport, and during land application or disposal operations.
- ✓ Develop response plans for unanticipated events such as inclement weather, spills, and equipment malfunctions.
- ✓ Commit to sustainable, environmentally acceptable biosolids management practices and operations.
- ✓ Prepare and implement a plan for preventive maintenance for equipment used to manage biosolids and wastewater solids.
- ✓ Seek continual improvement in all aspects of biosolids management.
- ✓ Provide methods of effective communication with stakeholders and interested citizens.

3.3 Technical Proposal

Nitrogen rich materials can be both effectively and responsibly re-used in a beneficial manner as a soil amendment in the production of foliage crops for the livestock industry. We encourage the San Elijo Joint Powers Authority to continue this alternative solution for the beneficial re-use of its Class B Biosolids.

3.4 See Bid Submission Form

4. Financial Statements N/A

5. Implementation

5.1 Implementation schedule

Once a Notice to Proceed is issued, AgTech will coordinate with San Elijo JPA the date of mobilization of trailers to the Facility, which can be within 72 hours of notice. AgTech has received from ADEQ Notice of Acceptance for San Elijo biosolids, please see ADEQ acceptance.

6. Equipment Assignment

Please see Equipment attachment

7. Regulatory Requirements

7.1 Permits

Please see ADEQ Notice of Acceptance-Biosolids Application Registration

AgTech remains a qualified and capable contractor ready and willing to provide biosolids management services that conform to The San Elijo Joint Powers Authority biosolids management goals and policies set forth in the RFP's scope of work.

Site	Permitting Agency	Expiration Date
AgTech	ADEQ	N/A
South Yuma County Landfill	ADEQ, EPA, AIR QUALITY COUNTY PERMIT, SPECIAL WASTE FACILITY	N/A
Republic Services Copper Mountain Landfill	ADEQ,EPA,AIR QUALITY CONTROL PERMIT, SPECIAL WASTE FACILITY	N/A
AZB2022-001- AZB096424	ADEQ	2027

- AgTech holds and maintains all valid federal, state, and local permits, licenses, and other approved legally required documentation to operate a program for the beneficial re-use of biosolids through "Lime Stabilization", "Land application", "Sub-Surface Injection" or the dispose of biosolids into designated landfills.
- AgTech will assign the hauling to Western Express Transporters, Inc. AgTech acknowledges that it will be accountable and responsible to provide, either with its own resources or through subcontractors, suitable staff and equipment for the job that will conform.
- AgTech will continue to comply with all applicable federal, state, and local laws, rules, regulations, and pronouncements associated with land application or the landfill of biosolids.
- AgTech will continue to maintain identified fail-safe back-up sites in Yuma

VEH #	DESCRIPTION	VIN #	STATE	REG EXP	COMPANY
128	1998 FRHT 2 AX	1FUKCMDA4WP713356	CA VP71467	7/31/2019	WET
135	2000 FRHT 3 AX	1FUYTMEB4YHF03163	AZ	12/31/2015	AG TECH
140	2004 FRHT 3 AX	1FUJBBCV14LM15634	CA UP19462	7/31/2020	WET
141	2004 FRHT 3 AX	1FUJBBCV34LM15635	CA UP19455	7/31/2019	WET
142	2004 FRHT 3 AX	1FUJBBCV54LM15636	CA UP19456	7/31/2019	WET
143	2004 FRHT 3 AX	1FUJBBCV74LM15637	CA UP19457	7/31/2019	WET
144	2004 FRHT 3 AX	1FUJBBCV94LM15638	CA UP19458	7/31/2019	WET
146	2004 FRHT 3 AX	1FUJBBCV74LM15640	CA UP19460	7/31/2018	WET
147	2004 FRHT 3 AX	1FUJBBCV94LM15641	CA WP38038	7/31/2019	WET
150	2005 FRHT 2 AX	1FUBA5CV95DN74296	CA WP28032	7/31/2018	WET
151	2005 FRHT 2 AX	1FUBA5CV15DU30705	CA WP28033	7/31/2018	WET
152 TT	1995 FRHT 3 AX	1FUYDMDB18H841879	CA UP49668	7/31/2018	WET
153	2006 FRHT 2 AX	1FUBA5CV96DW38056	CA XP61377	7/31/2023	WET
154	2006 FRHT 2 AX	1FUBA5CV06DW38057	CA UP61361	7/31/2019	WET
155	2007 VOLV 3 AX	4V4NC9UG11N323409	AZ	12/31/2015	AG TECH
156	2007 FRHT 3 AX	1FUJBBCV67LV93818	CA UP 82152	7/31/2020	WET
157	2006 FRHT 3 AX	1FUJBBCV87LV93819	CA UP82153	7/31/2020	WET
158	2007 FRHT 3 AX	1FUJBBCV47LV93820	CA UP82154	7/31/2020	WET
159	2007 FRHT 2 AX	1FUBA5CV77LW67271	CA	7/31/2015	WET
160	2007 FRHT 2 AX	1FUBA5CV77LW67272	CA	7/31/2015	WET
161	2007 FRHT 2 AX	1FUBA5CV97LW67273	CA	7/31/2015	WET
162	2007 FRHT 2 AX	1FUBA5CV07LW67274	CA	7/31/2015	WET
162	2006 FRHT 3 AX	1FUJF0CV06DW09495	AZ 7TB242	2/29/2024	AG TECH
163	2007 FRHT 2 AX	1FUBA5CV27LW67275	CA	7/31/2016	WET
163 V	2003 VOLV 3 AX	4V4NC9THX3N344353	AZ	12/31/2015	AG TECH
164 V	2003 VOLV 3 AX	4V4NC9TH13N344354	AZ	12/31/2015	AG TECH
165	2009 FRHT 3 AX	1FUJBBCV79LAE4789	CA VP07247	7/31/2020	WET
165 V	2003 VOLV 3 AX	4V4NC9TH63N344351	AZ	12/31/2015	AG TECH
166	2009 FRHT 3 AX	1FUJBBCV39LAE4790	CA VP44349	7/31/2023	WET
166 V	2003 VOLV 3 AX	4V4NC9TH83N344352	AZ	12/31/2015	AG TECH
167	2009 FRHT 3 AX	1FUJBBCV59LAE4791	CA VP07249	7/31/2023	WET
167 V	2003 VOLV 3 AX	4V4NC9TH33N344355	AZ	12/31/2015	AG TECH
168	2009 FRHT 2 AX	1FUBA5CV29DAE4797	CA VP07414	7/31/2020	WET
169	2009 FRHT 2 AX	1FUBA5CV9DAE4798	CA VP07415	7/31/2020	WET
170	2009 FRHT 2 AX	1FUBA5CV99DAL2103	CA VP07416	7/31/2022	WET
171	2009 FRHT 3 AX	1FUJBBCV49DAE4792	CA YP18371	7/31/2023	WET
172	2009 FRHT 3 AX	1FUJBBCV69DAE4793	CA VP07418	7/31/2023	WET
173	2009 FRHT 3 AX	1FUJBBCV89DAE4794	CA VP07419	7/31/2023	WET
174	2009 FRHT 3 AX	1FUJA6CV49DAA7171	CA VP36576	7/31/2023	WET
175	2009 FRHT 3 AX	1FUJA6CV69DAA7172	CA VP36577	7/31/2023	WET
176	2009 FRHT 3 AX	1FUJA6CV89DAA7173	CA VP36578	7/31/2023	WET
177	2007 FRHT 2 AX	1FUBA5CV67LW67277	CA WP16731	12/31/2017	WET

178	2009 FRHT 2 AX	1FUBA5CV39LAE4796	CA WP16730	7/31/2020	WET
180	2005 FRHT 2 AX	1FUBA5CV05DN74293	CA	7/31/2016	WET
181	2009 FRHT 2 AX	1FUBA5CVI9LAE4795	CA VP93039	7/31/2022	WET
182	2010 FRHT 3 AX	1FUJGLDV4ASAU7332	CA VP51706	7/31/2023	WET
183	2010 FRHT 3 AX	1FUJGLDV6ASAU7333	CA XP61381	7/31/2023	WET
184	2010 FRHT 2 AX	1FUBGEDV6ASAT4923	CA VP51787	7/31/2023	WET
185	2010 FRHT 2 AX	1FUBGEDV8ASAT4924	CA VP51788	7/31/2023	WET
186	2010 FRHT 2 AX	1FUBGEDVXASAT4925	CA VP51789	7/31/2023	WET
187	2005 FRHT 2 AX	1FUBA5CV25DU30700	CA	7/31/2016	WET
188	2005 FRHT 3 AX	1FUJA6CV05DN85375	CA VP71472	8/15/2022	WET
189	2005 FRHT 3 AX	1FUJA6CVX5DN86906	CA VP71473	1/31/2023	WET
190	2005 FRHT 3 AX	1FUJA6CV15DN86907	CA VP71474	7/31/2022	WET
191	2005 FRHT 3 AX	1FUJA6CV85DN85379	CA VP71475	7/31/2022	WET
192 V	2003 VOLV 3 AX	4V4NC9UG53N343424	CA	7/31/2016	WET
193	2013 FRHT 2 AX	1FUBGDDV5DSBY2477	CA VP92983	7/31/2023	WET
194	2013 FRHT 2 AX	3AKBGDDV7DSBY2480	CA VP92984	7/31/2023	WET
195	2013 FRHT 3 AX	1FUJGEDB7DSBV5850	CA VP92985	7/31/2023	WET
196	2013 FRHT 3 AX	3AKJGEDV7DSBV5863	CA VP92982	7/31/2023	WET
197	2005 FRHT 2 AX	1FUBA5CV25DN74294	CA	7/31/2016	WET
198	2011 FRHT 2 AX	1FUBGDDVIBSBB0832	CA WP19520	7/31/2023	WET
201	2016 FRHT 2 AX	3AKBGDDV6GSHU1456	CA WP71561	7/31/2023	WET
202	2016 FRHT 2 AX	3AKBGDDV8GSHU1457	CA WP71562	7/31/2023	WET
203	2016 FRHT 2 AX	3AKBGDDVXGSHU1458	CA WP71630	7/31/2023	WET
204	2016 FRHT 2 AX	3AKBGDDVIGSHU1459	CA WP71631	7/31/2023	WET
205	2016 FRHT 2 AX	3AKBGDDV8GHSU1460	CA WP71632	7/31/2023	WET
206	2018 FRHT 2 AX	3AKBGDDV9JSJS1639	CA WP96049	7/31/2023	WET
207	2018 FRHT 2 AX	3AKBGDDV5JSJY4561	CA YP87305	7/31/2023	WET
208	2018 FRHT 2 AX	3AKBGDDV7JSJY4562	CA XP13400	7/31/2023	WET
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210	2022 FRHT 2 AX	3AKBHKDV3NSNC1960	CA XP35671	7/31/2023	WET
211	2022 FRHT 2 AX	3AKBHKDV5NSNC1961	CA YP35672	7/31/2023	WET
212	2016 FRHT 2 AX	3AKBGADV3GSGS4853	CA YP81910	7/31/2023	WET
213	2016 FRHT 2 AX	3AKBGADV6GSGS4846	CA YP87317	7/31/2024	WET
214	2024 FRHT 2 AX	3AKBHKDV1RSVJ7237	CA ZP04914	7/31/2024	WET
214	2024 FRHT 2 AX	3AKBHKDV3RSVJ7238	CA ZP04915	7/31/2024	WET
216	2024 FRHT 2 AX	3AKBHKDV5RSVJ7239	CA ZP04916	7/31/2024	WET
300	2000 FRHT 2 AX	1FV3E6ACXYHG06940	CA CP83939	7/31/2020	WET
301	2016 FRHT 3 AX	3AKJGEDV8GSHU1461	CA WP71563	7/31/2023	WET
302	2016 FRHT 3 AX	3AKJGEDVXGHSU1462	CA WP71564	7/31/2023	WET
303	2016 FRHT 3 AX	3AKJGEDVIGSHU1463	CA WP71565	7/31/2023	WET
304	2016 FRHT 3 AX	3AKJGEDV3GSHU1464	CA ZP04917	7/31/2024	WET
305	2016 FRHT 3 AX	3AKJGEDV5GSHU1465	CA WP71634	7/31/2023	WET
306	2017 FRHT 3 AX	3AKJGEDVXHSDJ3614	CA WP75179	7/31/2023	WET
307	2019 FRHT 3 AX	3AKJHHDV2KSKF6197	CA YP87306	7/31/2023	WET

308	2017 FRHT 3 AX	3AKGGEDRXIHSHC1237	CA XP27270	7/31/2023	WET
309	2014 FRHT 3 AX	3AKJGBDV9ESFR6538	CA XP43980	7/31/2023	WET
310	2014 FRHT 3 AX	IFUJGBDV2ELFL3180	CA XP43981	7/31/2023	WET
311	2014 FRHT 3 AX	IFUJGBDV6ELFL3182	CA XP43982	7/31/2023	WET
312	2020 FRHT 3 AX	3AKJHLDVKLSMC4429	CA XP44031	7/31/2023	WET
313	2020 FRHT 3 AX	3AKJGEDV6LDMJ0535	CA XP61302	7/31/2023	WET
314	2020 FRHT 3 AX	3AKJGEDV8LDMJ0536	CA XP61303	7/31/2023	WET
315	2020 FRHT 3 AX	3AKJGEDVXLDMJ0537	CA XP61304	7/31/2023	WET
316	2020 FRHT 3 AX	3AKJGEDVILDMJ0538	CA XP61305	7/31/2023	WET
317	2020 FRHT 3 AX	3AKJGEDV3LDMJ0539	CA XP61306	7/31/2023	WET
318	2020 FRHT 3 AX	3AKJGEDVXLDMJ0540	CA XP61345	7/31/2023	WET
319	2020 FRHT 3 AX	3AKJHLDV8MSML6374	CA XP61352	7/31/2023	WET
320	2015 FRHT 3 AX	3AKJGEDV9PSFX8091	CA XP61369	7/31/2023	WET
321	2015 FRHT 3 AX	3AKJGEDV2FSGA1982	CA XP61370	7/31/2023	WET
322	2017 FRHT 3 AX	3AKJGEDV7HDHP4750	CA XP61373	7/31/2023	WET
323	2015 FRHT 3 AX	3AKJGEDV3FSFX8104	CA YP81908	7/31/2023	WET
324	2017 FRHT 3 AX	3AKJGBDVIHSHR5569	CA YP81909	7/31/2023	WET
325	2024 FRHT 3 AX	3AKJHLDV1RDUS8774	CA YP81984	7/31/2023	WET
326	2024 FRHT 3 AX	3AKJHLDV3RDUS8775	CA YP81985	7/31/2023	WET
327	2024 FRHT 3 AX	3AKJHLDV5RDUS8776	CA YP 81986	7/31/2023	WET
328	2024 FRHT 3 AX	3AKJHLDV7RDUS8777	CA YP81987	7/31/2023	WET
329	2024 FRHT 3 AX	3AKJHLDV0RDUS8779	CA YP81988	7/31/2023	WET
330	2024 FRHT 3 AX	3AKJHLDV7RDUS8780	CA YP81989	7/31/2023	WET
331	2024 FRHT 3 AX	3AKJHLDV9RDUS8778	CA YP81993	7/31/2023	WET
332	2024 FRHT 3 AX	3AKJHLDV9RDUS8781	CA YP81994	7/31/2023	WET
333	2024 FRHT 3 AX	3AKJHLDV0RDUS8782	CA YP81995	7/31/2023	WET
334	2024 FRHT 3 AX	3AKJHLDV6RDUS8783	CA YP87276	7/31/2023	WET
335	2024 FRHT 3 AX	3AKJHLDV6RDUS8784	CA YP87277	7/31/2023	WET
336	2024 FRHT 3 AX	3AKJHLDV6RDUS8785	CA YP87278	7/31/2023	WET
337	2024 FRHT 3 AX	3AKJHLDV8RDUS8786	CA YP87282	7/31/2023	WET
338	2024 FRHT 3 AX	3AKJHLDV1RDUS8788	CA YP87283	7/31/2023	WET
339	2024 FRHT 3 AX	3AKJHLDVXRUS8790	CA YP87284	7/31/2023	WET
400	2014 FRHT 2 AX	IFVACWDT1EHFN7776	CA EP06653	7/31/2023	WET

TRAILER #	VIN #	LIC PLATE #	REGISTRATION	COMPANY	
END DUMP			EXPIRE DATE		
37	1E9DM39256T316447	CA 4LA1334	6/30/2019	WET	
111	1E90H39216T316395	AZ 53282N	PERM	WET	
116	1T91F3928W1247269	AZ N53592	PERM	AG TECH	
117	1T91E 3925W1245250	AZ N53594	PERM		NEED
118	1T91E3927W1247251	AZ N53624	PERM	AG TECH	
119	1T9E3929W1247252	AZ N53593	PERM	AG TECH	
128	1PMA14226X5001671	AZ N53591	PERM	AG TECH	NEED NEW COPY
129	1PMA1422541026855	AZ N20134	PERM	AG TECH	
130	1E9DM39237T316514	CA 4MB8462	8/31/2022	WET	
139 TANK	B32229	AZ 78654N	PERM	AG TECH	
140	1E9ED39223L185915	CA 4ED8120	5/31/2018	WET	
141	1E9ED39203L185914	CA 4ED8121	5/31/2021	WET	PLATE#DIFF
142	1E9ED39293L185913	CA 4ED8122	5/31/2018	WET	
143	1E9ED39273L185912	CA 4ED8123	5/31/2018	WET	
144	1E9ED39253L185911	CA 4ED8124	5/31/2018	WET	
145	1E9DM39254T316042	CA 4NZ9912	9/30/2025	WET	
146	1E9ED39273L185909	CA 4KS7831	5/31/2018	WET	
147	1E9ED392X4L185999	CA 4DN9523	12/31/2018	WET	
148	48X1F392821002083	CA 4FB9861	5/31/2019	WET	
152	1E9DM392X6T316315	CA 4GY3721	12/31/2015	WET	
156	1E9DM392X7T316543	CA 4JS6621	7/31/2021	WET	
157	1E9DM39267T316541	CA 4JS6622	7/31/2016	WET	
158	4E7AA3920AATA2667	CA 4VB4784	PERM	WET	
159	4E7AA3924AATA2655	CA 4VB4785	PERM	WET	
160	4E7AA3925AATA2650	CA 4VB4786	PERM	WET	
161	4E7AA3928AATA2660	CA 4VB4787	PERM	WET	
171	1E9DM39259T316923	CA 4LJ1051	10/31/2018	AG TECH	
172	1E9DM39259T316924	CA 4LJ1052	12/31/2018	AG TECH	
200	1E9EE36202L185747	OK 4596DT	PERMANENT	AG TECH	
201	1E9EE38222L185748	OK 4573DT	PERMANENT	AG TECH	
202	1E9EE38272L185749	OK 4595DT	PERMANENT	AG TECH	
203	1E9EE38242L185752	OK 9804EA	PERMANENT	AG TECH	
204	1E9EE38262L185753	AZ 24387N	PERM	AG TECH	
205	1E9EE3828L185754	OK 9802EA	PERMANENT	AG TECH	
206	1E9EE382X2L185755	OK 9803EA	PERMANENT	AG TECH	
207	1E9ED38262L185805	OK 7630EG	PERMANENT	AG TECH	NEED NEW
208	1E9ED38282L185806	OK 7633EG	PERMANENT	AG TECH	NEED NEW
209	1E9ED38233L185925	AZ PO3541	PERM	AG TECH	
210	1E9ED38264L185953	AZ N04946	PERM	AG TECH	
211	1T91E3925W1247250	AZ		AG TECH	
212	1E9ED38247L185444	AZ B484255	PERM	AG TECH	
213	1E9EC382X7L185445	AZ 90844N	PERM	AG TECH	
214	1E9EC38217L185446	AZ S28309	PERM	WET	
215	1E9EC38268L185542	AZ S80549	PERM		NEED
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PNEUMATICS					
3Q1A				WET	
3Q1B				WET	
4Q1A			6/30/2025	WET	

401B			6/30/2025	WET	
402A			6/30/2025		
402B			6/30/2025		
BOTTOM DUMP				WET	
				WET	
1018A	AG98A418XMFCB8388	CA 1VK4785	PERM	WET	
1018B	AG9BC4280MFCB8389	CA 4AL4766	PERM	WET	
1020A	AG9BA4181MFCB8392	CA 4AL4765	PERM	WET	
1020B	AG9BC4287MFCB8387	CA 1VP5434	PERM	WET	
1021A	AG9EA4185MFCB8394	CA 1VK4787	PERM	WET	
1021B	AG9BC4286MFCB8395	CA 4JJ1410	PERM	WET	
1022A	8771804A	CA 1VZ3003	PERM	WET	
1022B	8771804B	CA 1VG5662	PERM	WET	
1023A	2740516A	CA VU7048	PERM	WET	NEED
1023B	3740525B	CA VU7067	PERM	WET	NEED
1205A	1A9134735X0074998	CA 4LP3801	10/31/2017	WET	
1205B	1A9234767X0074998	CA 4LP3803	11/30/2017	WET	
1206A	1A9225826H0074187	CA 1WL9372	12/31/2016	WET	
1206B	1A9125812H0074187	CA1WX3053	12/31/2016	WET	
1208A	1A913792920074601	CA 1WZ3973	12/31/2016	WET	
1208B	1A923793220074601	CA 1WZ3974	12/31/2016	WET	
1209A	1A913794720074601	CA 4FX6770	12/31/2021	WET	
1209B	1A923795020074601	CA 4FX6771	12/31/2021	WET	
1210A	1A914015340074204	CA 4DY4516	3/31/2019	WET	
1210B	1A924016740074204	CA 4DY4517	3/31/2019	WET	
1211A	1A914017140074204	CA 4DY4518	3/31/2024	WET	
1211B	1A924018540074204	CA 4MF2399	3/31/2024	WET	
1212A	1A924020440074204	CA 4DY4521	3/31/2019	WET	
1212B	1A914019X40074204	CA 4DY4520	3/31/2019	WET	
1214A	1A91381422074801	CA 1WZ4026	12/31/2016	WET	
1214B	1A923815620074801	CA 1WZ4027	12/31/2016	WET	
1215A	1A91382622074801	CA1WZ4085	12/31/2016	WET	
1215B	1A923827620074801	CA 1WZ4086	12/31/2016	WET	NEED
1219A	1A913877120074001	CA 4CG1009	1/31/2012	WET	
1219B	1A923878520074001	CA 4NL6691	PERM	WET	
1220A	1A913879X20074001	CA 4CG1011	PERM	WET	
1220B	1A923880420074001	CA 4CG1012	PERM	WET	
1221A	1A913937730074002	CA 4CY8614	11/30/2022	WET	
1221B	1A923939030074002	CA 4CY8615	PERM	WET	
1222A	1A913939530074002	CA 4CY8848	12/31/2017	WET	
1222B	1A923940X30074002	CA 4CY8849	12/31/2017	WET	
1223A	1A913941430074002	CA 4CY8881	PERM	WET	
1223B	1A923942830074002	CA 4CY8882	PERM	WET	
1224A	1A913961340074703	CA 4DY3351	8/31/2018	WET	
1224B	1A923962740074703	CA 4DY3350	8/31/2018	WET	
1225A	1A913963540074803	CA 4DS2858	9/30/2018	WET	
1225B	1A923964940074803	CA 4DS2859	9/30/2018	WET	
1226A	1A913965340074803	CA 4KS7886	PERM	WET	

1226B	1A923966740074803	CA 4KS7887	12/31/2018	WET	
1227A	1A9133813W0074097	CA 1WD5263	11/30/2017		
1227B	1A9233827W0074097	CA 1WD5264	11/30/2017	WET	
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1204A	1A9134753X0074998	CA 4LV5403	10/31/2022		
1204B	1A9234749X0074998	CA 4LP3802	10/31/2022	WET	
				WET	
1232A	1A914040250074504	CA 4EX9300	5/31/2024	WET	
1232B	1A924041650074504	CA 4EX9301	5/31/2024	WET	
1233A	1A914042050074504	CA 4EX9334	6/30/2024	WET	
1233B	1A924043450074504	CA 4EX9335	6/30/2024	WET	
1234A	1A914044950074504	CA 4EX9627	7/31/2024	WET	
1234B	1A924045250074504	CA 4EX9628	7/31/2024	WET	
1235A	1A914093650074105	CA 4FC4524	1/31/2020	WET	
1235B	1A924094X50074105	CA 4FC4525	1/31/2020	WET	
1236A	1A914095450074105	CA 4FC4546	1/31/2020	WET	NEED
1236B	1A924096850074105	CA 4FC4547	1/31/2020	WET	NEED
1237A	1A914097250074105	CA 4FR9996	2/28/2020		
1237B	1A924098650074105	CA 4FR9997	2/28/2020		
1238A				WET	
1238B				WET	
1239A	1A914393870074806	CA 4FU7833	8/31/2021	WET	
1239B	1A924394170074806	CA 4HR8164	8/31/2021	WET	
1240A	1A914395670074806	CA 4FU7845	8/31/2021	WET	
1240B	1A924396X70074806	CA 4FU7846	8/31/2021	WET	
1241A	1A914556480074007	CA 4MH9673	2/28/2023	WET	
1241B	1A924557880074007	CA 4HZ1797	2/28/2023	WET	
1242A	1A914558280074007	CA 4HZ1798	2/28/2023	WET	
1242B	1A924559680074007	CA 4HZ1799	2/28/2023	WET	
1243A	1A914560180074007	CA 4NZ2641	2/28/2023	WET	
1243B	1A924561580074007	CA 4NZ2766	2/28/2023	WET	
1244A	1A914601590074908	CA 4JU4617	10/31/2023	WET	
1244B	1A924602990074908	CA 4NN2997	10/31/2023	WET	
1245A	1A914603390074908	CA 4JN6506	10/31/2023	WET	
1245B	1A924604790074908	CA 4JN6508	10/31/2023	WET	
1246A	1A914605190074908	CA 4JY9632	11/30/2018	WET	SAME 1
1246B	1A924606590074908	CA 4JY9633	11/30/2023	WET	SAME 2
1247A	1A914607X90074908	CA 4JY9643	11/30/2023	WET	SAME 1
1247B	1A924602990074908	CA 4JU4616	11/30/2023	WET	SAME 2
1248A	1A9133794W0074097	CA 1WD5256	11/30/2022	WET	
1248B	1A9233809W0074097	CA 1WD5257	11/30/2022	WET	
1249A	1A9133794W0074097	CA 1WD5256	11/30/2017		
1249B	1A9233809W0074097	CA 1WD5257	11/30/2017		
1604A					
1604B					
1605A				WET	
1605B				WET	
1802A	7771802A	CA 1UL9680	PERM	SMT	
1802B	7771802B	CA 4LE6220	PERM	SMT	
1902A	H182	CA 4FX6780	PERM	WET	
1902B	H184	CA 4FX6783	PERM	WET	EXPIRED
FLAT BED 124	1PTF71TR6V9003719	CA 4HJ7800	PERM	WET	

County, AZ for land Application.

8. Agreement/ Reliability

AgTech has read the San Elijo's bid documents for Biosolid hauling and reuse services and has responded in the submitted bid proposal.

The only exception is that AgTech requests a fuel adjustment. Please see below.

8.2 Fuel Adjustment

Pricing under this agreement is subject to a fuel adjustment based on the U.S. Department of Energy, Energy Information Administration (EIA) California Retail On-Highway Diesel Price Index (Index Values). Monthly adjustments to the compensation rates listed above will be calculated as follows:

Distance Multiplier X (EIA fuel cost per Gallon – Base Fuel Price) X Tons of Biosolids Managed

For Biosolids managed under this agreement, the Distance Multiplier referred to above shall be 2.9 and the Base Fuel Price will reflect the EIA fuel cost for the month preceding the RFP submittal due date.

On a monthly basis, Contractor will compare the EIA Index to the Fuel Cost Adjustment Formula. If the formula allows for an adjustment per ton, such a monetary charge will be applied to the tons of Biosolids managed for the applicable billing period. Any increases or decreases to the established compensation rates will be submitted in the billing period for which the increase or decrease occurred.

7. ADEQ Notice of Acceptance



Katie Hobbs
Governor

ARIZONA DEPARTMENT OF ENVIRONMENTAL QUALITY



Notice of Acceptance - Biosolids Application Registration

3/28/2024

Josh Wamsley
Ag Tech LLC

Re: LTF 103057; Land Application Site Registration for Ag Tech LLC, Somerton Farm

Dear Josh Wamsley:

The Arizona Department of Environmental Quality (ADEQ) received the above referenced request for registration on [Date of Registration]. Upon reviewing this material, ADEQ has determined under A.A.C R18-9-1004 that your submittal is complete, and your registration has been accepted. Please be advised that this registration is valid only for biosolids generated by City of Colton, City of El Centro, City of San Diego, City of Somerton, City of Yuma, City of Yuma – Desert Dunes, Cocopah Bend RV Resort, Eastern Municipal District, Moreno Valley, Eastern Municipal District – Perris Valley, Eastern Municipal District San Jacinto, Eastern Municipal District Temecula Valley, Escondido, Olivenhain Municipal Water District, Orange County Sanitation District Plant 1, & 2, San Bernardino WRP, Calexico, EWA, EWAB, SEJPA, and Western Municipal; to be land applied on the named fields at the following coordinates:

Field Number	Latitude	Longitude	Acres	Township
(DU-1) J-1	32.54911111	-114.6795833	120	10S 24W 24
(DU-11) J-11	32.54186111	-114.6536389	120	10S 24W 19
(DU-2) J-2	32.54177778	-114.6795278	120	10S 24W 24
(DU-3) J-3	32.53452778	-114.6795278	120	10S W24 25
(DU-8) J-8	32.54183333	-114.6623333	120	10S 24W 19
(DU-9) J-9	32.53455556	-114.6623056	120	10S W24 30
J-10	32.54919444	-114.6537222	120	10S 24W 19
J-4	32.54913889	-114.6709444	120	10S 24W 24
J-5	32.54180556	-114.6709444	120	10S 24W 24
J-6	32.5345	-114.6709444	120	10S W24 25

J-7	32.54916667	-114.6623889	120	10S 24W 19
(DU-12) J-12	32.53455556	-114.6536389	120	10S W24 30
(DU-13) J-13	32.52733333	-114.6535833	120	10S W24 30
J-14	32.53766667	-114.6623056	120	10S W24 30
YM 6-1	32.519861	-114.627194	120	10S 23W 33
YM 6-2	32.519778	-114.618694	120	10S 23W 33
YM 6-2B	32.514639	-114.6185	60	10S 23W 33
YM 6-3	32.523417	-114.61	120	10S 23W 34
YM 6-4	32.516167	-114.609944	120	10S 23W 34
YM 6-5	32.527139	-114.601361	120	10S 23W 27
YM 6-6	32.51975	-114.601417	120	10S 23W 34
YM 6-7	32.512528	-114.601333	120	10S 23W 34
YM 6-8	32.5235	-114.59275	120	10S 23W 28
YM 6-9	32.51625	-114.592694	120	10S 23W 35
YM 6-10	32.508917	-114.592639	120	10S 23W 35
YM 6-11	32.527361	-114.584139	120	10S 23W 26
YM 6-12	32.520028	-114.584167	120	10S 23W 35
YM 6-13	32.512694	-114.584139	120	10S 23W 35
YM 6-14	32.505417	-114.584056	120	11S 23W 02
YM 6-15	32.523667	-114.575472	120	10S 23W 25
YM 6-16	32.516417	-114.575417	120	10S 23W 36
YM 6-17	32.509111	-114.575361	120	10S 23W 36
YM 6-18	32.501889	-114.575389	120	11S 23W 01
YM 6-19	32.531056	-114.567083	120	11S 23W 25
YM 6-20	32.52375	-114.567056	120	11S 23W 25
YM 6-21	32.516472	-114.566917	120	11S 23W 36
YM 6-22	32.509194	-114.566861	120	11S 23W 36
YM 6-23	32.501972	-114.566833	120	10S 23W 01

As the registered land applicator, you are required to comply with all applicable provisions as established in A.A.C. Title 18, Chapter 9, Article 10, titled "Disposal, use, and Transportation of Biosolids," for each land application site.

Please be advised that your annual report is due on or before February 19, 2025, and each subsequent year (A.A.C. R18-9-1014). Required forms and more information on land application of biosolids in Arizona can be found on the ADEQ website (www.azdeq.gov) by entering search terms, such as "Biosolids Annual Report Form", into the search bar in the upper right-hand corner of your screen.

Thank you for your attention to AZPDES compliance. If you have any questions about this letter please contact me at (602) 771-1440 or by email biosolids@azdeq.gov.

Sincerely,

DocuSigned by:



B6C32B26FF2F421...

Chris Montague-Breakwell

AZPDES Surface Water Permits Unit

Surface Water Section, Water Quality Division

3/28/2024

BID SUBMISSION FORM

**PROVISION OF BIOSOLIDS HAULING AND REUSE (DISPOSAL) SERVICES
SPECIFICATION NUMBER SE 2024-BH**

TO: Michael T. Thornton, P.E., General Manager
San Elijo Joint Powers Authority
2695 Manchester Avenue
Cardiff, CA 92007

Dated: 04-18-24

Provision of approved Biosolids Hauling and Reuse (Disposal) Services, as outlined in the detailed specification, to the San Elijo Water Campus for the period of July 1, 2024 to June 30, 2027.

<u>OPTION NO.</u>	<u>APPROXIMATE QUANTITY</u>	<u>ITEM DESCRIPTION WITH PRICES WRITTEN IN WORDS</u>	<u>TOTAL FIGURES</u>
1		Price per wet ton for <u>Preferred</u> Reuse Disposal Site Including hauling: <u>Sixty Two dollars and fifty cents</u> (In Words)	\$ <u>62.⁵⁰</u> (In Numbers)
2		Price per wet ton for <u>Alternate</u> Reuse Disposal Site Including hauling: <u>Eighty Two dollars and fifty cents</u> (In Words)	\$ <u>82.⁵⁰</u> (In Numbers)
3		Price per wet ton for Yuma County Landfill Site, excluding tipping fees Including hauling: <u>fifty dollars and zero cents</u> (In Words)	\$ <u>50.⁰⁰</u> (In Numbers)

THE ONLY EXCEPTIONS FROM THE SPECIFICATIONS ARE:

Signature of Authorized Bidder Representative: Ryan Urah

Name of Individual (Typed): Ryan Urah Title: Manager

Firm Name: AgTech LLC.

Address: 3895 W. County 19th St. Somerton, AZ 85350

**STATEMENT OF
QUALIFICATIONS AND REFERENCES**

**PROVISION OF BIOSOLIDS HAULING AND REUSE (DISPOSAL) SERVICES
SPECIFICATION NUMBER SE 2024-BH**

Proposing Contractor shall submit the number of years engaged in providing services included within the scope of the bid specifications under the present business name: _____

AgTech LLC

List and describe fully the last three contracts performed by your firm that demonstrate your ability to provide the supplies, equipment, or services included with the scope of the bid specifications. Attach additional pages if required. The Authority reserves the right to contact each of the references listed for additional information regarding your firm's qualifications.

Reference No. 1

Customer Name: Orange County Sanitation District

Contact Individual: Cindy Kellucci Phone No.: 714-593-7156

Address: 10844 Ellis Avenue Fountain Valley CA 92708

Contract Amount: 5.2 Million Year: Estimated Annually 2024

Description of supplies, equipment, or services provided: _____

Hauling and management of class B Biosolids

Reference No. 2

Customer Name: City of Escondido

Contact Individual: John Del Fante Phone No.: 760-839-6290

Address: 1521 South Hale Avenue Escondido CA 92029

Contract Amount: 750 K Year: Estimated Annually 2024

Description of supplies, equipment, or services provided: _____

Hauling and management of class B Biosolids

Reference No. 3

Customer Name: City of San Diego

Contact Individual: Neil R. Mohr Phone No.: 619-449-9026

Address: 8514 Mast Blvd SanTec CA 92071

Contract Amount: 7 Million Year: Estimated Annually 2024

Description of supplies, equipment, or services provided: _____

Hauling and management of class B Biosolids

 04-17-24
Signature of Authorized Bidder Representative

COMPLIANCE WITH THE IMMIGRATION REFORM AND
CONTROL ACT OF 1986 (8 U.S.C. § 1324)

As a condition of submitting a bid for the Project, bidders are required to verify whether or not they have been fined or otherwise penalized within the past three (3) years for failing to obtain and/or maintain valid Employment Eligibility ("I-9") forms for employees pursuant to the Immigration Reform and Control Act of 1986 (the "Act"). The bidder shall check the appropriate box below, sign and date this page, and submit it to the San Elijo Joint Powers Authority (SEJPA) as part of their bid package.


Failure to properly submit this completed form shall result in the possible rejection of the bid as being non-responsive, in the SEJPA's sole discretion. In the event a bidder has been fined or otherwise penalized within the past three (3) years, the SEJPA reserves the right, in its sole discretion, to reject the bid as being non-responsive. In the event the SEJPA awards a contract to a bidder and subsequently discovers that the bidder was fined or otherwise penalized for failing to obtain and/or maintain valid I-9 forms within the past three (3) years and failed to disclose such information, the SEJPA shall have the right, in its sole discretion, to immediately terminate the contract and award the bid to the next lowest bidder, or re-bid the project. The SEJPA reserves the right to recover from the bidder any costs and/or damages sustained by the SEJPA as the result of having to terminate the bidder from the Project and/or re-award the contract due to the bidder's failure to disclose previous I-9 violations.

ALL BIDDERS MUST CHECK ONE OF THE BOXES BELOW AND SIGN:


- Within the past three (3) years, bidder HAS been fined or otherwise penalized for failing to obtain and/or maintain valid I-9 forms for its employees.
- Within the past three (3) years, bidder HAS NOT been fined or otherwise penalized for failing to obtain and/or maintain valid I-9 forms for its employees.



Bidder's Signature



Company



Date

SAN ELIJO JOINT POWERS AUTHORITY
MEMORANDUM

May 21, 2024

TO: Board of Directors
San Elijo Joint Powers Authority

FROM: General Manager

SUBJECT: SAN ELIJO JOINT POWERS AUTHORITY PROFESSIONAL SERVICES
AGREEMENT FOR AUDITING SERVICES FOR FY 2023-24 AND FY 2024-25

RECOMMENDATION

It is recommended that the Board of Directors:

1. Authorize the General Manager to amend the agreement with Leaf & Cole LLP for financial statement auditing services for an additional two years (FY 2023-24 and FY 2024-25) for an amount not-to-exceed \$57,850; and
2. Discuss and take action as appropriate.

BACKGROUND

State law requires that special districts have an annual, independent audit conducted by the county auditor or a certified public accountant. This information is to be filed with the State Controller’s Office.

In November 2004, the SEJPA Board of Directors adopted Resolution No. 2005-01, a resolution of the Board of Directors, Establishing a Policy for the Selection of Auditors. This policy requires periodic review, and possible rotation of the agency’s financial audit firm. The intent of the policy was to ensure a high-quality audit, and to provide an appropriate degree of auditor independence so that public trust in the agency’s management and finances can be maintained.

SEJPA policy states that the “SEJPA Board of Directors shall review whether to rotate auditing firms at least every 5 years. As part of that review, the agency shall seek proposals from qualified auditing firms. Current auditing firms will not be disqualified, provided they do not propose to assign an auditing partner with lead, review or coordinating responsibility to audit SEJPA’s finances who has had such responsibility in any of the previous three or more fiscal years.

DISCUSSION

On May 18, 2021, SEJPA entered into an agreement with Leaf & Cole, LLP to provide financial statement auditing services for the three years ended June 30, 2021, 2022, and 2023, with an option to renew for the following two years. Leaf & Cole, LLP has satisfactorily and timely performed these auditing services for the first three years. It is recommended that SEJPA exercise the option to extend these auditing services for the additional two years, ending June 30, 2024 and 2025. As such, total auditing services provided by Leaf & Cole, LLP, will cover a combined five-year period, which is in compliance with SEJPA's Resolution No. 2005-01.

FISCAL IMPACT

Funding for these services is available in the current operating budget and has been included in the Recommended Budget for FY 2024-25.

RECOMMENDATION

It is therefore recommended that the Board of Directors:

1. Authorize the General Manager to amend the agreement with Leaf & Cole LLP for financial statement auditing services for an additional two years (FY 2023-24 and FY 2024-25) for an amount not-to-exceed \$57,850; and
2. Discuss and take action as appropriate.

Respectfully submitted,



Michael T. Thornton, P.E.
General Manager

Attachment 1: Amendment 2 with Leaf & Cole, LLP

Attachment 2: Leaf & Cole, LLP Engagement Letter

Attachment 1

**AMENDMENT 2 TO
PROFESSIONAL SERVICES AGREEMENT BETWEEN SAN ELIJO JOINT POWERS
AUTHORITY AND LEAF & COLE, LLP
FOR FINANCIAL STATEMENT AUDIT SERVICES**

This **AMENDMENT 2** is made and entered into on this 21st day of May 2024, by and between the San Elijo Joint Powers Authority, hereinafter referred to as "AUTHORITY", and Leaf & Cole, LLP, hereinafter referred to as "CONSULTANT".

WITNESSETH:

WHEREAS, on May 18, 2021, AUTHORITY entered into an Agreement with CONSULTANT for Financial Statement Auditing Services;

WHEREAS, on October 1, 2021, AUTHORITY entered into Amendment 1 to the Agreement for CONSULTANT to provide additional financial services in an amount to not exceed \$10,500;

WHEREAS, AUTHORITY desires and CONSULTANT is willing to provide additional auditing services, for an additional two years (years ended June 30, 2024 and 2025), in amounts not exceed \$26,875, and \$28,228, respectively;

NOW THEREFORE, AUTHORITY and CONSULTANT agree to add Section 2.02 of the AGREEMENT as follows:

2.02 This Agreement will be extended for two additional years; for the years ended June 30, 2024, and 2025, in accordance with the option to extend provision in section 2.01. **Attachment B** may contain further instruction regarding the required timeline of performance.

NOW THEREFORE, AUTHORITY and CONSULTANT agree to amend Section 3.01 of the AGREEMENT as follows:

3.01 Compensation for all work performed under this Agreement, including labor, equipment, materials and services which CONSULTANT is obligated to perform, including all applicable taxes, for the services described in Attachment A, shall not exceed the maximum price of \$18,925 for the 2021 engagement, and with the 2022 and 2023 engagements set at \$19,493 and \$20,078, respectively. Amendment 1 will add \$10,500 to the 2021 engagement for additional services. The maximum price for services performed, as described in **Attachment B**, for engagement years 2024 and 2025 will be \$28,200 and \$29,650, respectively. These amounts shall not be exceeded by more than \$1,000 unless there is a change in scope of work, and agreed to in writing by both parties, and set forth in an amendment to this Agreement. CONSULTANT and SEJPA agree that this fee was arrived at through arm's length negotiations between the parties.

All other provisions of the AGREEMENT shall remain unchanged.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed the day and year first above written.

SAN ELIJO JOINT POWERS AUTHORITY

Leaf & Cole, LLP

By: _____
Michael T. Thornton
General Manager

By: _____
Michael Zizzi
Partner



Leaf & Cole, LLP
Certified Public Accountants
A Partnership of Professional Corporations

April 26, 2024

To the Board of Directors and Management
San Elijo Joint Powers Authority
Post Office Box 1077
Cardiff by the Sea, California 92007-7077

We are pleased to confirm our understanding of the services we are to provide San Elijo Joint Powers Authority for the years ended June 30, 2024 and 2025.

Audit Scope and Objectives

We will audit the statement of net position as of June 30, 2024 and 2025, and the related statements of revenues, expenses and changes in net position, and the statement of cash flows for the years then ended, as well as the remaining fund information and the disclosures, which collectively comprise the basic financial statements of San Elijo Joint Powers Authority. Accounting standards generally accepted in the United States of America (GAAP) provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement San Elijo Joint Powers Authority's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to San Elijo Joint Powers Authority's RSI in accordance with auditing standards generally accepted in the United States of America (GAAS). These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by GAAP and will be subjected to certain limited procedures, but will not be audited:

1. Management's Discussion and Analysis
2. Schedule of Plan's Proportionate Share of the Net Pension Liability and Related Ratios
3. Schedule of Contributions to the Pension Plan
4. Schedule of Changes in the District's Net OPEB Liability and Related Ratios

We have also been engaged to report on supplementary information other than RSI that accompanies San Elijo Joint Powers Authority's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying account and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with GAAS, and we will provide an opinion on it in relation to the financial statements as a whole in a report combined with our auditor's on the financial statements:

1. Combining Schedule of Net Position
2. Combining Schedule of Revenues, Expenses and Changes in Net Position
3. Combining Schedule of Cash Flows
4. Operating Budget Comparison Schedule - Wastewater
5. Operating Budget Comparison Schedule - Recycled

The objectives of our audit are to obtain reasonable assurance as to whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, issue an auditor's report that includes our opinion about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP, and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements.

Auditor's Responsibilities for the Audit of the Financial Statements

We will conduct our audit in accordance with GAAS and will include tests of your accounting records and other procedures we consider necessary to enable us to express such an opinion. As part of an audit in accordance with GAAS, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that comes to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that rise substantial doubt about the government's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, tests of the physical existence of inventories, and direct confirmation of receivables and certain assets and liabilities by correspondence with selected customers, creditors, and financial institutions. We will also request written representations from your attorneys as part of the engagement.

We may, from time to time and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidential agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

Our audit of the financial statements does not relieve you of your responsibilities.

Audit Procedures - Internal Control

We will obtain an understanding of the government and its environment, including the system of internal control, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. An audit is not designed to provide assurance on internal control or to identify deficiencies in internal control. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards.

We have identified the following significant risk(s) of material misstatements as part of our audit planning:

- Cash and cash equivalents
- Due from government agencies and revenue recognition
- Capital assets
- Long-term debt
- Net pension liability
- Net OPEB obligation
- Management override
- Net Position

Audit Procedures - Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of San Elijo Joint Powers Authority's compliance with the provisions of applicable laws, regulations, contracts, and agreements. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion.

Responsibilities of Management for the Financial Statements

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for designing, implementing, and maintaining internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including monitoring ongoing activities; for the selection and application of accounting principles; and for the preparation and fair presentation of the financial statements in conformity with accounting principles generally accepted in the United States of America with the oversight of those charged with governance.

Management is responsible for making drafts of financial statements, all financial records, and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidy ledgers); and for the evaluation of whether there are any conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for the 12 months after the financial statements date or shortly thereafter (for example, within an additional three months if currently known). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) additional information that we may request for the purpose of the audit; and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about the financial statements and related matters.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws and regulations.

You are responsible for the preparation of the supplementary information in conformity with accounting principles generally accepted in the United States of America (GAAP). You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon or make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. Your responsibilities include acknowledging to us in the representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Other Services

We will also prepare the financial statements of San Elijo Joint Powers Authority in conformity with accounting principles generally accepted in the United States of America based on information provided by you.

We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statement services previously defined. We, in our sole professional judgement, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

You agree to assume all management responsibilities for the financial statement preparation services and any other nonattest services we provide; oversee the services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of the services; and accept responsibility for them.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

The audit documentation for this engagement is the property of Leaf & Cole, LLP and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner any Authoritative regulator or its designee. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Leaf & Cole, LLP's personnel. Furthermore, upon request, we may provide copies of selected audit documentation to any Authoritative regulator or its designee. The Authoritative regulator or its designee may intend or decide to distribute the copies or information contained therein to others, including other governmental agencies.

Michael J. Zizzi is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it. We expect to begin our audit on approximately September 1, 2024 and to issue our reports no later than December 31, 2024.

Our fee for these services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel copies, telephone, confirmation service provider fees, etc.) except that we agree that our gross fee, including expenses will not exceed \$26,875 plus any time spent addressing the implementation of specific accounting pronouncements as well as auditing construction in progress will be billed at our standard hourly rates, fees for 2025 are estimated at \$28,225 plus the other specific items. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account become 60 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

Reporting

We will issue a written report upon completion of our audit of San Elijo Joint Powers Authority’s financial statements. Our report will be addressed to the Board of Directors of San Elijo Joint Powers Authority. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor’s report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or withdraw from this engagement.

We appreciate the opportunity to be of service to San Elijo Joint Powers Authority and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the original of this letter and return it to us.

Very truly yours,

LEAF & COLE, LLP



Michael J. Zizzi

RESPONSE:

This letter correctly sets forth the understanding of San Elijo Joint Powers Authority.

Management Signature and Title

Date

Governance Signature and Title

Date

*

SAN ELIJO JOINT POWERS AUTHORITY
MEMORANDUM

May 21, 2024

TO: Board of Directors
San Elijo Joint Powers Authority

FROM: General Manager

SUBJECT: RECYCLED WATER PROGRAM - PROPOSED WHOLESALE AGREEMENT
AMENDMENT

RECOMMENDATION

It is recommended that the Board of Directors:

1. Authorize the General Manager to execute a Fourth Amendment to the Agreement for Sale of Reclaimed Water to the San Dieguito Water District by the San Elijo Joint Powers Authority; and
2. Discuss and take action as appropriate.

BACKGROUND

The San Elijo Joint Powers Authority (SEJPA) manages a recycled water utility, supplying 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/22nd District Agricultural Association. Additionally, SEJPA has an interruptible service agreement directly with the Encinitas Ranch Golf Authority (ERGA). These purveyors then distribute the recycled water to end customers. SEJPA primarily owns the recycled water infrastructure, including treatment facilities, storage, and pipelines. On the other hand, the water districts typically own only the recycled water meters used to measure customer usage and provide administrative services such as billing. SEJPA collaborates closely with the water purveyors to ensure seamless utility and customer service, as well as to comply with regulatory quality control and oversight requirements.

SEJPA has individual wholesale water agreements with each water purveyor, encompassing pricing structures, water quality standards, and minimum purchase volumes. Most of these agreements were established in the mid-1990s using an "index pricing method" to determine the price of recycled water. In 2013, these agreements were amended to adopt a consistent structure for each agency based on cost-of-service principles. This approach has proven successful in meeting program revenue requirements at the lowest feasible cost, maintaining consistency among wholesale customers.

DISCUSSION

SEJPA staff have engaged in discussions with representatives from SDWD to develop the proposed fourth amendment to the Agreement for Sale of Reclaimed Water. The proposed amendment (attached) extends the agreement's terms to June 30, 2030, while retaining the minimum purchase volume at 300 acre-feet annually. It also allows for future price adjustments via a cost-of-service methodology approved by the SEJPA Board of Directors during a publicly held meeting.

FINANCIAL IMPACT

Approving the proposed Fourth Amendment will not have a direct financial impact. The current Third Amendment facilitates recycled water service between SDWD and SEJPA on a year-to-year basis. However, the Fourth Amendment strengthens the commitment to long-term service by extending the agreement's term to June 30, 2030. This extension is viewed favorably by credit agencies such as Standard & Poor and Fitch when assessing SEJPA's bond rating.

RECOMMENDATION

It is recommended that the Board of Directors:

1. Authorize the General Manager to execute a Fourth Amendment to the Agreement for Sale of Reclaimed Water to the San Dieguito Water District by the San Elijo Joint Powers Authority.
2. Discuss and take appropriate action.

Respectfully submitted,



Michael T. Thornton, P.E.
General Manager

Attachment 1: Fourth Amendment to the Agreement for Sale of Reclaimed Water to the San Dieguito Water District by the San Elijo Joint Powers Authority

**FOURTH AMENDMENT TO THE AGREEMENT FOR SALE OF
RECLAIMED WATER TO THE SAN DIEGUITO WATER DISTRICT
BY THE SAN ELIJO JOINT POWERS AUTHORITY**

This Fourth Amendment ("**Fourth Amendment**") to the Agreement for Sale of Reclaimed Water to the San Dieguito Water District by the San Elijo Joint Powers Authority ("**Agreement**") is made and entered into this _____ day of _____ 2024, by and between the parties to that Agreement, the San Elijo Joint Powers Authority, a joint powers authority, hereinafter referred to as the "**San Elijo JPA**," and the San Dieguito Water District, a California irrigation district, hereinafter referred to as the "**Reclaimed Water Purveyor**."

RECITALS

WHEREAS, the San Elijo JPA and the Reclaimed Water Purveyor have entered into the Agreement dated March 26, 1997, with a first amendment dated August 23, 2000, a second amendment dated December 12, 2013, and a third amendment dated December 12, 2020 for the sale of reclaimed water by the San Elijo JPA to the Reclaimed Water Purveyor; together, the Agreement with all amendments are hereinafter referred to as the **Purveyor Agreement**; and

WHEREAS, the parties are interested in amending the terms of the Purveyor Agreement to extend its term beyond June 30, 2030 and adjust the cost of reclaimed water to the Reclaimed Water Purveyor pursuant to Section 11 of the Purveyor Agreement,

WHEREAS, the parties are also interested in amending the terms of the Purveyor Agreement to revise the quantity of reclaimed water to be delivered pursuant to Section 4 of the Purveyor Agreement;

NOW, THEREFORE, in consideration of these recitals and the mutual covenants contained herein, and notwithstanding anything to the contrary in the Purveyor Agreement, the San Elijo JPA and Reclaimed Water Purveyor agree as follows:

AGREEMENT

1. The provisions of this Fourth Amendment shall apply to the sale of reclaimed water by the San Elijo JPA to the Reclaimed Water Purveyor commencing July 1, 2025, through June 30, 2030, and shall continue thereafter from year to year on the same terms and conditions as provided herein unless terminated as provided in the Purveyor Agreement or otherwise amended by the parties.

2. The San Elijo JPA and Reclaimed Water Purveyor agree to amend Section 11 - Price of Reclaimed Water of the AGREEMENT as follows:

Beginning July 1, 2025, the cost of reclaimed water charged by the JPA to the Reclaimed Water Purveyor shall increase each July 1 pursuant to the terms of this Fourth Amendment.

For the period spanning July 1, 2025 through June 30, 2030, and each year thereafter, until or unless otherwise amended by the parties or terminated by either party with no less than one (1) years' written notice, the price of reclaimed water delivered pursuant to the Purveyor Agreement shall be determined by San Elijo JPA based on a cost-of-service analysis prepared by San Elijo JPA and approved at an open and public meeting.

3. For the term of this Fourth Amendment, and each year thereafter, until or unless otherwise amended by the parties or terminated by either party with no less than one (1) years' written notice, the Reclaimed Water Purveyor agrees to purchase from the San Elijo JPA no less than three hundred (300) acre-feet (AF) of reclaimed water for Fiscal Year 2024-25 through Fiscal Year 2029-30. In the event Reclaimed Water Purveyor fails to accept the minimum 300 AF per year, Reclaimed Water Purveyor agrees to pay for the difference between the AF accepted by the Reclaimed Water Purveyor during the fiscal year and the minimum 300 AF at the applicable reclaimed water rate stated in this Fourth Amendment.

4. The terms of this Fourth Amendment shall supersede any conflicting term in the Purveyor Agreement. The terms and conditions of the Purveyor Agreement not otherwise affected by this Fourth Amendment shall continue and shall remain in full force and effect until the parties execute a written amendment or until either party terminates the Purveyor Agreement with no less than one (1) years' written notice.

IN WITNESS WHEREOF, the parties hereto have caused this Fourth Amendment to be executed and be effective on the date first mentioned above.

SAN ELIJO JOINT POWERS AUTHORITY SAN DIEGUITO WATER DISTRICT

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

By: _____
Isam Hireish,
General Manager

Date: _____

Date: _____

*

AGENDA ITEM NO. 16

SAN ELIJO JOINT POWERS AUTHORITY
MEMORANDUM

May 21, 2024

TO: Board of Directors
San Elijo Joint Powers Authority

FROM: General Manager

SUBJECT: SAN ELIJO JOINT POWERS AUTHORITY FISCAL YEAR 2024-25
RECOMMENDED BUDGET UPDATE

RECOMMENDATION

It is recommended that the Board of Directors:

1. Discuss and take action as appropriate.

BACKGROUND

Each year, the San Elijo Joint Powers Authority (SEJPA) prepares a recommended budget for the upcoming fiscal year. This budget was presented to the Board in April, and became a public document for comments and suggested changes by the Board, Member Agencies, the public, and other government agencies that receive services from the SEJPA. In addition, the budget has been reviewed with staff from both Member Agencies and with other government agencies that utilize SEJPA services.

DISCUSSION

At the April 2024 SEJPA Board meeting, staff presented the FY 2024-25 Recommended Budget to the Board of Directors for public review and comment. In addition, the budget has been provided to staff of both Member Agencies as well as other government agencies that utilize SEJPA's services.

To date, the SEJPA has not received any proposed changes from the Member Agencies or other participating government agencies, as well as no public comments.

The budget will be presented to the Board of Directors for adoption at the June meeting along with the investment policy and appointment of SEJPA Treasurer for FY 2024-25.

RECOMMENDATION

It is therefore recommended that the Board of Directors:

1. 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

SAN ELIJO JOINT POWERS AUTHORITY
MEMORANDUM

May 21, 2024

TO: Board of Directors
San Elijo Joint Powers Authority

FROM: General Manager

SUBJECT: TRUSSELL TECHNOLOGIES RESEARCH PRESENTATION

RECOMMENDATION

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

BACKGROUND

In 2022, the San Elijo Joint Powers Authority (SEJPA) received two unsolicited proposals regarding the leasing of laboratory and potentially office space at the San Elijo Water Campus. Both proposals aimed at conducting water-related research and education, addressing pertinent issues in the water and wastewater sector, as well as contributing to public health and environmental enhancement.

During the June 2022 Board meeting, staff recommended pursuing a lease agreement with Trussell Technologies, citing their proposed research's alignment with SEJPA's focus on potable reuse. This research not only promises benefits for other public agencies and the state of California but also opens doors to additional research, education, and grant opportunities at the Water Campus. Consequently, the Board approved a laboratory lease agreement with Trussell Technologies..

DISCUSSION:

Representatives from Trussell Technologies will deliver a brief presentation on their research at the San Elijo Water Campus and its potential advantages for the water industry.

Respectfully submitted,



Michael T. Thornton, P.E.
General Manager

SAN ELIJO JOINT POWERS AUTHORITY
MEMORANDUM

May 21, 2024

TO: Board of Directors
San Elijo Joint Powers Authority

FROM: Director of Infrastructure and Sustainability

SUBJECT: RATIFY AND AUTHORIZE CHANGE ORDERS FOR THE MOONLIGHT
BEACH PUMP STATION CONSTRUCTION CONTRACT

RECOMMENDATION

It is recommended that the Board of Directors:

1. Ratify Contract Change Order No. 1 (increase contract value by \$39,000 and 0 days) and Contract Change Order No. 3 (increase \$4,463.93 and 0 days), previously executed under General Manager's signing authority;
2. Authorize the General Manager to execute Contract Change Order No. 4 (CCO No. 4) with Ahrens Mechanical in an amount of \$74,703 for additional construction services at the Moonlight Beach Pump Station; and
3. 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 was publicly bid and SEJPA awarded a contract to the lowest, responsive bidder, Ahrens Mechanical in August 2024 in the amount of \$1,570,000.

The Project is budgeted at \$2.3 million, funded through capital cash contributions from the Encinitas Sanitary Division over fiscal years, 2021-22, 2022-23, 2023-24, and 2024-25.

DISCUSSION

SEJPA authorized CCO No. 1 (\$39,000) to assist in-house staff with installation of control valves at the San Elijo Water Campus, leveraging contractor resources to support urgent work on the recycled water pump station. This change order is funded from the Recycled Water Program.

Administrative note, CCO No. 2 was not executed as the contemplated scope of work was rolled into subsequent CCO No. 4.

SEJPA authorized CCO No. 3 (\$4,463.90 and no days) for upgrade of electrical disconnect switches to Type 316 stainless steel, to match similar electrical components and to improve corrosion resistance in this critical facility.

CCO No. 4 (net increase of \$74,703 and 10 days extension) will amend contractor's scope to accomplish the following additional work at the Moonlight Beach Pump Station:

- Installation of new isolation valves on existing Pump 1, 2, and 3, suction pipes – SEJPA has previously purchased the valves under capital outlay and will leverage contractor's resources and timing of wetwell rehabilitation work to complete this work. Cost of additional work will be \$20,566.43.
- Installation of a protective "cured-in-place pipe liner" (CIPP Liner) on the influent pipe between the onsite splitter box and the wetwell. This work was bid as an optional item and SEJPA is recommending the work be completed while the wetwell is offline during this project work. Cost of additional work will be \$29,022.75.
- Installation of moisture sensor components in the existing variable frequency drives and additional, dedicated conduits and wiring for pump controls to ensure compatibility with the new non-clog, drypit submersible pumps (total of 4). Cost of additional work is \$25,113.78.

SEJPA worked with the engineering team and consultant construction manager (CDM Smith) to review the contract changes and Ahrens' change order proposal. The change order level of effort and costs were determined to be fair and reasonable for the requested work. This CCO No. 4 will increase the contract value by \$74,703 and add 10 calendar days to the contract duration.

FINANCIAL IMPACT

The Moonlight Beach Pump Station project is currently budgeted at \$2.3 million, including \$360,000 in contingency and will be fully funded by the Encinitas Sanitary Division through capital cash contributions in fiscal years 2021-22, 2022-23, 2023-24, and 2024-25. Upon execution of CCO No. 4, the total Moonlight Beach Pump Station construction change orders to date will be \$79,166.90 (excluding CCO#1 that is funded through the Recycled Water Program), representing 5% of the original construction value. Approval of staff's recommendation will reduce contingency funds to \$283,833 for the remainder of the project. No additional funding is needed at this time.

RECOMMENDATION

It is recommended that the Board of Directors:

1. Ratify Contract Change Order No. 1 (increase contract value by \$39,000 and 0 days) and Contract Change Order No. 3 (increase \$4,463.93 and 0 days), previously executed under General Manager's signing authority;
2. Authorize the General Manager to execute Contract Change Order No. 4 (CCO No. 4) with Ahrens Mechanical in an amount of \$74,703 for additional construction services at the Moonlight Beach Pump Station; and
3. Discuss and take action as appropriate.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "T. Falk", is positioned above a horizontal line.

Thomas C. Falk, P.E., PMP
Director of Infrastructure and Sustainability

SAN ELIJO JOINT POWERS AUTHORITY
MEMORANDUM

May 21, 2024

TO: Board of Directors
San Elijo Joint Powers Authority

FROM: Director of Infrastructure and Sustainability

SUBJECT: RATIFY AND AUTHORIZE CHANGE ORDERS FOR THE BIOSOLIDS
DEWATERING FACILITY IMPROVEMENT PROJECT

RECOMMENDATION

It is recommended that the Board of Directors:

1. Ratify Contract Change Order No. 3 (increase contract value by \$8,882 and 0 days) and Contract Change Order No. 4 (increase contract value by \$18,317 and 0 days), previously executed under General Manager's signing authority;
2. Authorize the General Manager to execute Contract Change Order No. 5 in an amount not-to-exceed \$60,000 for additional construction services related to the Biosolids Dewatering Facility Improvements project; and
3. Discuss and take action as appropriate.

BACKGROUND

The Biosolids Dewatering Facilities Improvements Project (Biosolids Project) consists of two major components – (1) replacement of the aging biosolids dewatering equipment, polymer system, electrical systems, and biosolids handling systems, and rehabilitation of the dewatering building and ancillary systems and structures; (2) replacement of Main Switchboard No. 2 (MS-2) which feeds secondary, tertiary, Advanced Water Purification (AWP), and solids treatment processes. The biosolids facility and MS-2 were originally constructed in 1991 and are approaching the end of their service life and the building is exhibiting extensive deterioration.

The project was publicly bid and SEJPA awarded a contract to lowest, responsive bidder, GSE Construction, Inc. (GSE) in January 2023 in the amount of \$8,687,200.

SEJPA authorized CCO No. 1 and CCO No. 2 (cumulatively increasing contract value by \$48,900 and 125 calendar days) for additional work associated with upsizing MS-2 capacity.

DISCUSSION

CCO No.3 (net increase of \$8,882) and CCO No.4 (net increase of \$18,317) authorized necessary changes to the project including:

- Revisions to the new dewatering control panel (BIO-PLC-02) to provide components compatible with existing SCADA architecture and preferred system integration;
- Revised power and control wiring for equipment deleted from the project;
- Increased capacity of underground pull section (UGPS) per requirements of San Diego Gas and Electric (SDG&E); and
- Reduced (cost deduct) mechanical system insulation.

CCO No.5 will increase contractor's scope for installation of pumps feeding the dewatering system. The Biosolids Project replaces equipment, electrical gear, and control systems within the Dewatering Building. The scope, as-bid, excluded work on ancillary equipment, in particular the dewatering feed pumps that are physically located in the Digester Area. The dewatering feed pumps deliver digested sludge from the digesters to the dewatering equipment in the Dewatering Building. These pumps, originally installed in 1992 have been identified for priority replacement in SEJPA's asset management program. SEJPA procured the pumps and variable frequency drives (VFD) through capital outlay. SEJPA requested that GSE provide additional services to install the replacement pumps and VFDs. Furthermore, by coordinating the replacement of the dewatering pumps with ongoing dewatering facility improvements, SEJPA can relocate the VFDs to the Dewatering Building, to a location that is more protective for this electrical equipment and more efficient for access.

SEJPA worked with the design engineer, Black & Veatch (B&V), to define the scope for the additional work. GSE's change order proposal was reviewed by B&V and the project construction manager (Valley CM). The change order level of effort and costs were determined to be fair and reasonable for the requested work. This CCO No.5 will increase the contract value by up to \$60,000 and add 0 calendar days to the contract duration.

FISCAL IMPACT

The Biosolids Project budgeted at \$11.2 million, including \$1.02 million in contingency, is fully funded from Wastewater Capital Program. Upon executing CCO No.5, the total construction change orders to date will be \$136,099, representing 1.6% of the original construction value. Approval of staff's recommendation will reduce contingency funds to \$883,901 for the remainder of the project. No additional capital appropriations are needed at this time.

RECOMMENDATION

It is therefore recommended that the Board of Directors:

1. Ratify Contract Change Order No. 3 (increase contract value by \$8,882 and 0 days) and Contract Change Order No. 4 (increase contract value by \$18,317 and 0 days), previously executed under General Manager's signing authority;
2. Authorize the General Manager to execute Contract Change Order No. 5 in an amount not-to-exceed \$60,000 for additional construction services related to the Biosolids Dewatering Facility Improvements project; and
3. Discuss and take action as appropriate.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "T. Falk", is written over a horizontal line.

Thomas C. Falk, P.E., PMP
Director of Infrastructure and Sustainability