

**AGENDA
SAN ELIJO JOINT POWERS AUTHORITY
TUESDAY, AUGUST 17, 2021 AT 8:30 AM**

The next regular meeting of the San Elijo Joint Powers Authority (SEJPA) will be on Tuesday, August 17, 2021 at 8:30 a.m., PST.

Pursuant to the State of California Executive Order N-29-20 and the amended County Health Orders, members of the public will only be allowed to participate in meetings telephonically.

This regular meeting of the San Elijo Joint Powers Authority can be accessed using the phone number listed below:

Dial-In Phone Number: 669-900-9128

Meeting ID: 943-7534-5799

Public Comments may be submitted via email to hackneyv@sejpa.org by no later than 7:30 a.m. the day of the meeting, August 17, 2021. These comments will be read into the record during the oral communications. Please include your name, address, group affiliation, subject, and question or comment in your email.

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1. CALL TO ORDER
 2. ROLL CALL
 3. PLEDGE OF ALLEGIANCE
 4. PUBLIC COMMENTS (NON-ACTION ITEM)
 5. AWARDS AND RECOGNITION
James Barnett, Mechanical Technician, 5 Years of Service
 6. * **CONSENT CALENDAR**
 7. * [APPROVAL OF MINUTES FOR JUNE 15, 2021 MEETING](#)
 - 8a. * [APPROVAL FOR PAYMENT OF WARRANTS AND MONTHLY INVESTMENT REPORTS – JUNE](#)
 - 8b. * [APPROVAL FOR PAYMENT OF WARRANTS AND MONTHLY INVESTMENT REPORTS – JULY](#)
 - 9a. * [WASTEWATER TREATMENT REPORT - MAY](#)
 - 9b. * [WASTEWATER TREATMENT REPORT - JUNE](#)
 - 10a.* [RECYCLED WATER REPORT - MAY](#)
 - 10b.* [RECYCLED WATER REPORT - JUNE](#)
 11. * [REPORTABLE MEETINGS](#)

12. * 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

13. ACCEPT AND EXECUTE PROPOSITION 1, INTEGRATED REGIONAL WATER MANAGEMENT (IRWM), GRANT AGREEMENT FOR RECYCLED WATER INFRASTRUCTURE, AND EXECUTE SUPPORTING PROFESSIONAL SERVICE AGREEMENT

Authorize the General Manager to execute the following agreements:

1. Proposition 1, IRWM, Local Project sponsor Agreement with San Diego County Water Authority for Grant Funding of \$2,820,000 for Recycled Water Infrastructure (Project 1-1-6-80074);
2. Professional services agreement with Hoch Consulting for grant administration support for an amount not to exceed \$132,060;
3. Discuss and take action as appropriate.

Staff Reference: General Manager

14. WATER CAMPUS IMPROVEMENT PROJECT UPDATE

1. Authorize the General Manager to execute change orders with PCL Construction in the amount of \$373,251 from project contingency; and
2. Discuss and take action as appropriate.

Staff Reference: General Manager

15. ACCEPT SOLIDS DEWATERING PRELIMINARY DESIGN REPORT AND AWARD OF ENGINEERING DESIGN SERVICES CONTRACT

1. Accept and file the Solids Dewatering Preliminary Design Report;
2. Authorize the General Manager to execute an Engineering Agreement with Black & Veatch for Design of the Solids Dewatering System for an amount not to exceed \$498,646; and
3. Discuss and take action as appropriate.

Staff Reference: General Manager

16. CONSIDERATION OF GENERAL MANAGER COMPENSATION

General Manager's contract states General Manager is eligible for a performance-based bonus of up to \$10,000, for the period of July 1, 2020 through June 30, 2021. The item was inadvertently omitted from the June Board Meeting so it is being brought to the Board for consideration and approval at the August Board Meeting:

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

Staff Reference: General Manager

17. GENERAL MANAGER'S REPORT

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

18. GENERAL COUNSEL'S REPORT

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

19. 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.

20. 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 Employment, Title: General Manager, and Government Code Section 54957.6(a), Designated Representative: Michael Thornton

21. ADJOURNMENT

The next regularly scheduled San Elijo Joint Powers Authority Board Meeting will be Tuesday, September 21, 2021 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 is available for public review in the lobby of the SEJPA Administrative Office during normal business hours. Agendas and minutes are available at www.sejpa.org. The SEJPA Board meetings are held on the third Tuesday of each month, with no scheduled meetings in July.

AFFIDAVIT OF POSTING

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

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

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

Date: August 12, 2021

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

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

SAN ELIJO JOINT POWERS AUTHORITY
MINUTES OF THE BOARD MEETING
HELD ON JUNE 15, 2021
VIA VIDEO CONFERENCE

Kristi Becker, Chair

Kellie Hinze, Vice Chair

A meeting of the Board of Directors of San Elijo Joint Powers Authority (SEJPA) was held Tuesday, June 15, 2021, at 8:30 a.m., via a public web conference.

1. CALL TO ORDER

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

2. ROLL CALL

Directors Present:

Kristi Becker
Kellie Hinze
Catherine Blakespear
David Zito

Directors Absent:

None

Others Present:

General Manager	Michael Thornton
Director of Operations	Chris Trees
Director of Finance and Administration	Amy Chang
Administrative Coordinator	Vanessa Hackney
Senior Project Manager	Mike Konicke

SEJPA Counsel:

Procopio, Cory, Hargreaves & Savitch	Adriana Ochoa
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City of Encinitas:

Assistant City Manager	Mark Delin
Assistant Director of Public Works Department	Isam Hireish

City of Solana Beach:

City Manager	Greg Wade
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City of Del Mar:

Public Works Director/City Engineer	Joe Bride
Director of Engineering/Public Works	Mohammad "Mo" Sammak

3. PLEDGE OF ALLEGIANCE

General Manager Thornton led the Pledge of Allegiance.

4. ORAL COMMUNICATION

General Manager Thornton asked to have Item No. 22 removed from the Agenda and brought back during the August Board Meeting.

5. AWARDS AND RECOGNITION

Brian Peck with the California Water Environment Association presented San Elijo Joint Powers Authority with the Medium Sized Plant of the Year Award.

6. CONSENT CALENDAR

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

Agenda Item No. 7	Approval of Minutes for the May 18, 2021 Meeting
Agenda Item No. 8	Approval for Payment of Warrants and Monthly Investment Report
Agenda Item No. 9	Wastewater Treatment Report
Agenda Item No. 10	Recycled Water Report
Agenda Item No. 11	Landscape Maintenance Services Agreement Extension
Agenda Item No. 12	Janitorial Services Agreement Extension
Agenda Item No. 13	Award of Contract for Procurement of Sodium Hypochlorite
Agenda Item No. 14	Award of Contract for Grease and Scum and Grit and Screenings Removal and Disposal Services
Agenda Item No. 15	Adoption of the San Elijo Joint Powers Authority Fiscal Year 2021-22 Budget, Investment Policy, Appointment of Treasurer, and Authorize Public Agencies Post-Employment Benefits Trust Funding

Motion carried with the following vote of approval:

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

17. ACCEPT AND EXECUTE PROPOSITION 1, INTEGRATED REGIONAL WATER MANAGEMENT (IRWM), GRANT AGREEMENT FOR STORMWATER CAPTURE AND REUSE, AND EXECUTE SUPPORTING PROFESSIONAL AGREEMENTS

General Manager Thornton stated Integrated Regional Water Management (IRWM) is aimed at developing long-term water supply reliability, improving water quality, and protecting natural resources in California. The Statewide IRWM Program is supported by

bond funding provided by the California Department of Water Resources (DWR) to fund competitive grants for projects that improve water resource management.

In 2019, SEJPA pursued Proposition 1, IRWM, grant funding for stormwater capture, reuse, and watershed education at the San Elijo Water Campus and the project was awarded \$1,195,000.

The proposed Stormwater Capture and Reuse project couples existing stormwater, wastewater, and recycled water infrastructure with proposed infrastructure to capture and divert approximately 7 million gallons annually of stormwater/urban runoff for treatment and reuse. In addition, SEJPA will partner with The Nature Collective for education services focused on healthy watersheds, stormwater pollution prevention, and tours of both the San Elijo Lagoon and the San Elijo Water Campus.

The project will capture stormwater and urban runoff from approximately 486 acres within the community of Cardiff-by-the-Sea and redirect the water for treatment and reuse at the San Elijo Water Campus.

Project components will include the improvement of existing wastewater and stormwater infrastructure and the construction of new detention basins, pumping systems, screening and desilting systems, and conveyance pipelines to capture, treat, and convey the water for reuse as irrigation and industrial water.

The financial impact of staff recommendations is \$380,741 for engineering, environmental, educational, and grant administration support. The State has conditionally approved approximately \$300,000 of the \$380,741 for grant reimbursement. Remaining costs not funded by the IRWM grant, estimated at approximately \$81,000, will be funded by the Recycled Water Program.

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

Authorize the General Manager to execute the following Agreements:

1. Proposition 1, IRWM, Local Project Sponsor Agreement with San Diego County Water Authority for Grant Funding of \$1,195,000 for Stormwater Capture and Reuse;
2. Professional service agreement with Hoch Consulting for grant administration support for an amount not to exceed \$38,565;
3. Professional service agreement with Helix Consulting for CEQA, NEPA, and Environmental Services for an amount not to exceed \$101,900;
4. Professional service agreement with Kimley Horn & Associates for engineering services for an amount not to exceed \$86,000;
5. Professional service agreement with Trussell Technologies for engineering services for an amount not to exceed \$74,276;
6. Professional service agreement with The Nature Collective for educational services for an amount not to exceed \$80,000;
7. Discuss and take action as appropriate.

Motion carried with the following vote of approval:

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

18. GENERAL MANAGER'S REPORT

General Manager Thornton reported that SEJPA is in the process of acquiring its first residential recycled water customer located on the border of Rancho Santa Fe and Solana Beach. The customer funded construction is set to begin this summer with completion expected by the end of 2021.

Currently, the SEJPA Restatement Agreement has been approved by the City of Encinitas and will be heard for approval at the Solana Beach City Council meeting in July. Once approved by both member agencies, it will be filed at the local and state levels where it becomes official.

Construction of the bike and pedestrian path through the San Elijo Water Campus is underway. This element is part of the North Coast Corridor Project and is being permitted and constructed by SEJPA and funded by Caltrans. The project cost is forecasted to be \$5.4 million dollars, which SEJPA and Caltrans have agreed to and are memorializing in a construction funding agreement amendment.

Staff is planning for a ribbon cutting event in October for the completion of the Water Campus Improvement project. Staff is considering having this ribbon cutting at the October Board meeting, with a larger open house event planned for Spring of 2022, when Caltrans opens the multi-use path.

Staff is evaluating the community choice power plans for our 12 electric service meters located in Solana Beach and Encinitas. Consistent with SEJPA's commitment to protecting the environment and conserve natural resources, staff anticipates converting all 12 meters to 100% renewable energy.

19. GENERAL COUNSEL'S REPORT

Adriana Ochoa stated that the Governor's executive order allowing for virtual public board meetings is set to expire on September 30, 2021.

20. BOARD MEMBER COMMENTS

None.

21. CLOSED SESSION

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

22. CONSIDERATION OF GENERAL MANAGER EMPLOYMENT COMPENSATION

Item moved to August Board Meeting.

23. ADJOURNMENT

The meeting adjourned at 10:15 a.m. The next Board of Directors meeting is scheduled to be held on Tuesday, August 17, 2021 at 8:30 a.m.

Respectfully submitted,

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

Michael T. Thornton, P.E.
General Manager

SAN ELIJO JOINT POWERS AUTHORITY
PAYMENT OF WARRANTS
21-07

For the Month of June 2021

Warrant #	Vendor Name	G/L Account	Warrant Description	Amount
39746	A-B-CPR & First Aid Training	Training - Safety	CPR, AED, first aid training	2,000.00
39747	A-Check Global	Preemployment Screening	New employee background screening	5.00
39748	Allied Storage Containers	Equipment Rental/Lease	Storage containers	274.76
39749	Asbury Environmental Services	Fees - Disposal	Oil waste disposal	215.00
39750	American Water Chemicals, Inc.	Supplies - Chemicals	Tote of antiscalant	7,478.93
39751	Boot World, Inc.	Uniforms - Boots	Safety boots - D. McGinness	194.81
39752	Brax Process and Pump Equip.	Repair Parts Expense	Drive replacement - Belt press #2	5,181.52
39753	BrightView Landscapes	Services - Landscape	June	2,782.00
39754	Burns & McDonnell Engineering	Services - Professional	Stormwater capture concept design service through 03/31/21	23,988.45
39755	California Water Technologies	Supplies - Chem - Ferric Chlo	Ferric chloride	6,400.19
39756	County of San Diego	Fees - Permits	Unified program facility permit - Olivenhain pump station	565.00
39757	D&H Water Systems	Repair Parts Expense	Micro motors	783.28
39758	D & R Crane, Inc.	Services - Maintenance	Preventative maintenance service	1,920.00
39759	EDCO Waste & Recycling Service	Utilities - Trash	May	265.16
39760	ERA	Supplies - Laboratory	Various supplies	254.61
39761	Eurofins Calscience, LLC	Services - Laboratory	Testing water samples	1,709.00
39762	GEM Site Development LLC	Services - Contractors	Excavate and replace 4" and 8" gate valve and 8" tee	10,927.00
39763	Government Finance Officers As	Dues & Memberships	Membership - A. Chang	160.00
39764	GLS US	Postage/Shipping	Shipping fee for water samples	159.69
39765	GC Pivotal LLC	Utilities - Internet	T-1 service - July	355.24
39766	Hardy Diagnostics	Supplies - Laboratory	Various supplies	1,367.86
39767	Jason Simmons	Seminars/Education	Employee tuition reimbursement - Spring 2021	555.50
39768	Lawson Products Inc.	Supplies - Shop & Field	Various shop supplies	627.34
39769	McMaster-Carr Supply Co.	Repair Parts Expense	Various repair parts and supplies	1,008.24
39770	Eric Oriley	Seminars/Education	Employee tuition reimbursement - Spring 2021	490.77
39771	Pacific Pipeline Supply	Shop Tools and Equip.	Pressure regulator	907.69
39772	Cashier - Vanessa Hackney	Supplies - Office	Replenish petty cash	101.55
39773	Polydyne Inc.	Supplies - Chem - Polymer	Clarifloc C0378, Clarifloc WE-007	13,040.80
39774	Preferred Benefit Insurance	Dental/Vision	Vision insurance premium - May	322.30
39775	ProBuild Company, LLC	Repair Parts Expense	Repair parts	82.62
39776	Rusty Wallis, Inc.	Services - Maintenance	Water softener, tank service, and salt bags	189.65
39777	Santa Fe Irrigation District	SFID Distribution Pipeline	Pipeline purchase payment - May	1,489.67
39778	Southern Counties Lubricants	Repair Parts Expense	Oil	576.79
39779	San Dieguito Water District	Utilities - Water	Water and recycled water	53.64
39780	San Dieguito Water District	Utilities - Water	Water and recycled water	1,192.49
39781	Sloan Electric Company	Repair Parts Expense	5hp motor	919.19
39782	Test America Laboratories	Services - Laboratory	Testing water samples	306.50
39783	Unifirst Corporation	Services - Uniforms	Uniform laundry service	206.98
39784	UPS	Postage/Shipping	Shipping parts	44.09
39785	Underground Service Alert/SC	Services - Alarm	Safe excavation board and dig alert - Jun	229.24
39786	USA Bluebook	Supplies - Laboratory	Various supplies	811.40
39787	United States Treasury	Direct Salaries and Wages	Payroll tax adjustment	1,107.34
39788	Vantagepoint Transfer Agents	EE Deduction Benefits	ICMA - 457 contribution	6,937.85
39789	Vantagepoint Transfer Agents	ICMA Retirement	ICMA - 401A contribution	4,090.15
39790	Verizon Wireless	Utilities - Telephone	Pump station service - 04/11/21 - 05/10/21	410.13
39792	Volt Management Corp	Services - Temp	Internship program - Period end 04/23/21 thru 05/23/21	5,386.92
39793	VWR International, Inc.	Supplies - Laboratory	Various supplies	1,649.57
39794	Water Systems Consulting, Inc.	Services - Professional	Communication and public outreach support	21,451.25
39795	West Coast Arborists, Inc	Services - Landscape	Tree maintenance services	100.00
39796	WM Corporate Services, Inc.	Services - Grit & Screenings	Fee and trip charge	397.23
39797	WorkPartners Occupational	Services - Medical	Employee COVID-19 test	475.00
39798	A-B-CPR & First Aid Training	Supplies - Safety	Compact defibrillator	6,767.69
39799	A-Check Global	Preemployment Screening	New employee background screening	452.00
39800	Asbury Environmental Services	Fees - Disposal	Oil waste disposal	227.80
39801	AT & T	Utilities - Telephone	Alarm service - June	403.31
39802	Best Buy	Capital Outlay	Two refrigerators for new building	7,316.15
39803	Brenntag Pacific, Inc	Supplies - Chem - Odor	Sodium hydroxide	957.74
39804	Burns & McDonnell Engineering	Services - Professional	Stormwater capture concept design service, dry weather and stormwa	13,078.73
39805	Carrie Cook	Supplies - Office	Employee reimbursement - Printer cartridges	72.06
39806	Corodata	Rent	Record storage - May	101.29
39807	Fisher Scientific	Shop Tools and Equip.	Orion Triode probe for laboratory	356.30
39808	Forté of San Diego	Services - Janitorial	July	1,000.00
39809	Hardy Diagnostics	Supplies - Laboratory	Various supplies	1,291.40
39810	Troemner, LLC	Repair Parts Expense	Ultra class analytical wt.	143.48
39811	Hoch Consulting, APC	Services - Professional	IRWM Prop 84 RD 4 and Prop 1 Rd 1 grant admin	15,240.00
39812	Idexx Distribution, Inc.	Supplies - Laboratory	Various supplies	1,810.45
39813	Lee Michael Konicke	Accounts Receivable Control	Employee reimbursement - Health and wellness (replace check)	60.00
39814	Liquid Environmental Solution	Services - Grit & Screenings, Grease & Scum	Grease and scum pumping, roll-off box delivery	2,359.76
39815	Olin Corp - Chlor Alkali	Supplies - Chem - Sodium Hypo	Sodium hypochlorite	3,886.26
39816	Olivenhain Municipal Water Dis	Rent, Services - Maintenance	Pipeline rental payment - May, Wiegand Zona Gale - 4th Qtr FY 20/21	17,156.66
39817	OneSource Distributors, Inc.	Repair Parts Expense	RAS - Blower area PLC upgrades	3,955.72
39818	ProBuild Company, LLC	Shop Tools and Equip.	Barrier, field tools, and pump	352.32
39819	Santa Fe Irrigation District	Utilities - Water	Water and recycled water	2,862.45
39820	San Dieguito Water District	Utilities - Water	Water and recycled water	1,276.05
39821	Stellar Scientific, LLC	Capital Outlay	Thermoelectric cooled incubator	5,267.42
39822	Terminix Processing Center	Services - Maintenance	Pest control service - May	441.00
39823	Unifirst Corporation	Services - Uniforms	Uniform laundry service	205.20
39824	UPS	Postage/Shipping	Shipping parts	129.93
39825	USA Bluebook	Supplies - Laboratory	Various supplies	3,078.47
39826	Vantagepoint Transfer Agents	EE Deduction Benefits	ICMA - 457 contribution	6,986.03
39827	Vantagepoint Transfer Agents	ICMA Retirement	ICMA - 401A contribution	4,138.93
39828	Verizon Wireless	Utilities - Telephone	Cell phone service - 05/08/21 - 06/07/21	1,237.83
39829	Volt Management Corp	Services - Temp	Internship program - Period end - 05/28/21 thru 06/06/21	2,926.17
39830	VWR International, Inc.	Supplies - Laboratory	Various supplies	355.79
39831	WageWorks	Payroll Processing Fees	Admin and compliance fee - May	134.00
39832	WM Corporate Services, Inc.	Services - Grit & Screenings	10 yd rolloff - 05/01/21 - 05/31/21	1,621.41
39833	PCL Construction Services PCL	Services - Contractors	WCI project	1,022,561.24
39834	MetLife - Group Benefits	Dental/Vision	Dental insurance premium - July	2,022.00
On-line 525	BankCard Center	Supplies - Safety, COVID-19	Shop, field, office supplies and repair parts	12,179.24

SAN ELIJO JOINT POWERS AUTHORITY
PAYMENT OF WARRANTS
21-07

For the Month of June 2021

Warrant #	Vendor Name	G/L Account	Warrant Description	Amount
On-line 526	Fuelman	Fuel	May	750.84
On-line 527	Home Depot Credit Services	Supplies - Shop & Field	Tools, equipment and supplies	290.12
On-line 528	P.E.R.S.	Medical Insurance - Pers	Health insurance premium - June	20,930.67
On-line 529	Public Employees- Retirement	Retirement Plan - PERS	Retirement - 05/15/21 - 05/28/21	16,026.98
On-line 530	ReadyRefresh	Supplies - Laboratory	Various supplies	479.86
On-line 531	Aflac	EE Deduction Benefits	Supplement insurance - June	417.84
On-line 532	BankCard Center	Capital Outlay, Supplies - Laboratory	Supplies, licenses, and parts	5,567.42
On-line 533	Home Depot Credit Services	Supplies - Shop & Field	Tools, equipment and supplies	203.65
On-line 534	Void			-
On-line 535	P.E.R.S.	Medical Insurance - Pers	Health insurance premium - July	21,871.88
On-line 536	Public Employees- Retirement	Retirement Plan - PERS	Retirement - 05/29/21 - 06/11/21	16,245.14
On-line 537	Sun Life Financial	Life Insurance/Disability	Life and disability insurance premium - July	1,826.75
	San Elijo Payroll Account	Payroll	Payroll - 06/04/2021	80,535.49
	San Elijo Payroll Account	Payroll	Payroll - 06/18/2021	80,383.56
				<u><u>\$ 1,522,091.87</u></u>

SAN ELIJO JOINT POWERS AUTHORITY

PAYMENT OF WARRANTS SUMMARY

**For the Month of June 2021
As of June 30, 2021**

PAYMENT OF WARRANTS	\$ 1,522,091.87
Reference Number	21-07

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



Amy Chang
Director of Finance & Administration

STATEMENT OF FUNDS AVAILABLE FOR PAYMENT OF WARRANTS
AND INVESTMENT INFORMATION
As of June 30, 2021

FUNDS ON DEPOSIT WITH	AMOUNT
LOCAL AGENCY INVESTMENT FUND <i>(JUNE 2021 YIELD 0.262%)</i>	
UNRESTRICTED DEPOSITS	13,357,964.53
CALIFORNIA BANK AND TRUST <i>(JUNE 2021 YIELD 0.01%)</i>	
REGULAR CHECKING	2,573,704.57
PAYROLL CHECKING	93,094.25
PARS - TRUSTEE (POST-EMPLOYMENT BENEFITS TRUST) <i>(JUNE 2021 YIELD 1.15%)</i>	345,309.74
TOTAL RESOURCES	<u>\$ 16,370,073.09</u>

SAN ELIJO JOINT POWERS AUTHORITY

PAYMENT OF WARRANTS

22-08

For the Month of July 2021

Warrant #	Vendor Name	G/L Account	Warrant Description	Amount
38889	Alliant Insurance Services, Inc	Insurance - Auto	Annual insurance premium	2,739.00
38890	AT&T	Utilities - Telephone	Phone service - 06/12/21 - 07/12/21	450.40
38891	Atlas	Services - Engineering	WCI project	3,471.50
38892	Bay City Electric Works	Services - Maintenance	Preventative generator maintenance	9,171.00
38893	Void			-
38894	Black & Veatch	Services - Engineering	Preliminary design - Solids dewatering system	25,845.25
38895	Burns & McDonnell Engineering	Services - Professional	Dry weather & stormwater mgmt and diversions service thru 6/30/2021	547.90
38896	Carollo Engineers	Services - Engineering	Arc flash study, Facility plan update service thru 06/30/2021	22,854.39
38897	CA Sanitation Risk Mgmt Auth.	Workers Comp. Insurance	Annual insurance premium	50,767.00
38898	CA Sanitation Risk Mgmt Auth.	Insurance - Property	Annual insurance premium	60,115.29
38899	Cummins Sales and Service	Repair Parts Expense	Plant generator parts	151.51
38900	Denali Water Solutions LLC	Services - Biosolids Hauling	June	17,957.57
38901	City of Encinitas	Licenses	Duo - July	30.00
38902	City of Encinitas	Licenses	Zoom - July	39.98
38903	City of Encinitas	Service - IT Support	Admin network - July	7,956.75
38904	ERA	Supplies - Laboratory	Quality assurance testing	1,217.77
38905	gafcon	Services - Professional	WCI project	195.00
38906	GSM Filtration Inc.	Repair Parts Expense	Clip ins	2,190.00
38907	Hach Company	Capital Outlay	Pre CI2 analyzer	5,458.01
38908	Hardy Diagnostics	Supplies - Laboratory	Various supplies	669.21
38909	Harrington Industrial Plastics	Repair Parts Expense	Pipe P/E CPVC	503.63
38910	Helix Environmental Planning	Services - Professional	WCI project	1,356.70
38911	Idexx Distribution, Inc.	Supplies - Laboratory	Various supplies	1,112.31
38912	Kimley-Horn & Associates, Inc.	Services - Professional	WCI project	40,541.98
38913	Lawson Products Inc.	Supplies - Shop & Field	Various supplies	337.83
38914	Void			-
38915	McMaster-Carr Supply Co.	Repair Parts Expense, Supplies - Shop & Field	Repair parts and supplies	422.06
38916	Sun Life Financial	Life Insurance/Disability	Insurance premium - August	1,914.85
38917	Michael Baker International	Services - Engineering	Plume tracking study service thru 07/04/2021	6,397.50
38918	Michael R. Welch, Ph.D., P.E.	Services - Professional	As-needed regulatory support services - July	11,560.00
38919	PCL Construction Services PCL	Services - Contractors	WCI project	976,612.00
38920	Michael Piper	Fuel	Employee reimbursement - Fuel for recycled water truck	65.27
38921	Procopio Cory Hargreaves	Services - Legal	June	6,958.02
38922	Sage Energy Consulting	Services - Professional	WCI project	5,835.00
38923	Void			-
38924	Santa Fe Irrigation District	Utilities - Water	Seabright - 05/15/21-07/15/21	87.70
38925	San Dieguito Water District	Utilities - Water	Water and recycled water	1,470.34
38926	UPS	Postage/Shipping	Parts shipping fee	137.79
38927	USA Bluebook	Repair Parts Expense, Tools, Laboratory Supplies	Various supplies	2,743.31
38928	Verizon Wireless	Utilities - Telephone	Pump station service - 6/11/21 - 07/10/21	937.89
38929	Verizon Wireless	Utilities - Telephone	Cell phone service - 06/08/21 - 07/07/21	2,542.73
38930	Volt Management Corp	Services - Temp	Internship program - Period end 07/04/21 to 07/18/21	6,998.56
38931	VWR International, Inc.	Supplies - Laboratory	Various supplies	60.30
38932	Water Systems Consulting, Inc.	Services - Professional	Communications and public outreach	1,345.00
38933-38934	Void			-
39835	Advanced Air & Vacuum	Services - Maintenance	Compressor service	485.00
39836	Affordable Drain Services	Services - Maintenance	Jett/Vac truck	962.50
39837	Alliant Insurance Services	Insurance - Liability	Annual insurance premium	717.00
39838	Aquatic Bioassay	Services - Laboratory	Kelp germination	3,150.00
39839	Susana Arredondo	Accounts Receivable Control	Reimbursement - Safety & Health and wellness	105.00
39840	AT&T	Utilities - Telephone	Phone service - 05/13/21 - 06/12/21	453.25
39841	Atlas	Services - Engineering	WCI project	30,225.50
39842	Automation Direct	Repair Parts Expense	Hammond enclosure and subpanel	5,296.99
39843	James Barnett	Accounts Receivable Control	Safety program	45.00
39844	Scott Best	Accounts Receivable Control	Reimbursement - Safety & Health and wellness	105.00
39845	Black & Veatch	Services - Engineering	Preliminary design - Solids dewatering system	36,436.25
39846	Boot World, Inc.	Uniforms - Boots	Safety boots - J. Garcia, M. Henke	358.75
39847	John Boyle	Accounts Receivable Control	Safety program	45.00
39848	Brax Process and Pump Equip.	Repair Parts Expense	Gear motor with gasket	1,235.35
39849	California State Lands Commiss	Fees - Permits	04/01/21 - 05/31/21	349.60
39850	California Water Technologies	Supplies - Chem - Ferric Chlo	Ferric chloride	6,182.26
39851	California Boiler	Services - Maintenance	Boiler maintenance	1,600.00
39852	Carollo Engineers	Services - Engineering	Arc flash study service thru 05/31/21	23,788.53
39853	CDM Smith	Services - Engineering	As needed service thru 06/05/21	8,180.00
39854	Carrie Cook	Accounts Receivable Control	Safety program	45.00
39855	County of San Diego	Fees - Permits	Unified program facility permit San Elijo Water Reclamation Facility	5,958.00
39856	Dale Kreinbring	Accounts Receivable Control	Reimbursement - Health and wellness	60.00
39857	David Aponte	Accounts Receivable Control	Safety program	45.00
39858	Denali Water Solutions LLC	Services - Biosolids Hauling	May	19,113.25
39859	Devin McGinness	Accounts Receivable Control	Reimbursement - Safety & Health and wellness	105.00
39860	Didra Felix	Accounts Receivable Control	Safety program	45.00
39861	EDCO Waste & Recycling Service	Utilities - Trash	June	279.89
39862	City of Encinitas	Service - IT Support	Admin network - June	7,956.75
39863	City of Encinitas	Licenses	Zoom - June	39.98
39864	City of Encinitas	Licenses	Duo - June	30.00
39865	ERA	Supplies - Laboratory	Various supplies	752.65
39866	Eurofins Calscience, LLC	Services - Laboratory	Testing water samples	650.00
39867	Evoqua Water Technologies	Supplies - Chem - Odor	Bioxide	17,102.61
39868	Flo-Systems, Inc.	Capital Outlay	Bare pump	11,598.21
39869	Frankie Abeyta	Accounts Receivable Control	Reimbursement - Safety & Health and wellness	105.00
39870	Fuscoe Engineering	Services - Professional	Industrial stormwater pollution prevention plan - April	318.00
39871	gafcon	Services - Professional	Labor compliance - March & April	1,526.00
39872	Jose Garcia	Accounts Receivable Control	Reimbursement - Safety & Health and wellness	105.00
39873	Grainger, Inc.	Repair Parts Expense	Various repair parts	852.69
39874	GLS US	Postage/Shipping	Shipping fee for lab samples	39.51
39875	Hach Company	Services - Maintenance	Instrument service	18,880.00
39876	Hardy Diagnostics	Supplies - Laboratory	Various supplies	1,309.46
39877	Helix Environmental Planning	Services - Professional	WCI project	484.53
39878	Michael Henke	Accounts Receivable Control	Reimbursement - Safety & Health and wellness	105.00
39879	Todd Hutchinson	Accounts Receivable Control	Safety program	45.00
39880	Jason Simmons	Accounts Receivable Control, Vehicle Maintenance	Reimbursement - Safety & Health and wellness, lab truck wash	154.99
39881	Julia Agustin	Accounts Receivable Control	Safety program	45.00
39882	Kimley-Horn & Associates, Inc.	Services - Professional	WCI project	952.43
39883	Lee Michael Konicke	Accounts Receivable Control	Safety program	45.00
39884	Casey Larsen	Accounts Receivable Control	Reimbursement - Safety & Health and wellness	105.00
39885	Lawson Products Inc.	Supplies - Shop & Field	Various tools and products	166.41

**SAN ELIJO JOINT POWERS AUTHORITY
PAYMENT OF WARRANTS
22-08**

For the Month of July 2021

Warrant #	Vendor Name	G/L Account	Warrant Description	Amount
39886	Liquid Environmental Solution	Services - Grease & Scum	Grease trap disposal	277.44
39887	Marine Taxonomic Services, LTD	Services - Contractors	Water quality monitoring	2,390.00
39888	McMaster-Carr Supply Co.	Repair Parts Expense	Various parts	923.34
39889	Michael Baker International	Services - Engineering	Plume tracking study service thru 05/30/2021	5,360.00
39890	Nth Generation	Services - Professional	Network architecture	31,252.66
39891	Oasis Palm Nursery, Inc.	Services - Landscape	Spring Service	925.00
39892	Olin Corp - Chlor Alkali	Supplies - Chem - Sodium Hypo	Sodium hypochlorite	7,496.04
39893	Eric ORiley	Accounts Receivable Control	Safety program	45.00
39894	Michael Piper	Accounts Receivable Control	Reimbursement - Safety & Health and wellness	105.00
39895	Polydyne Inc.	Supplies - Chem - Polymer	Clarifloc WE-007	11,799.44
39896	ProBuild Company, LLC	Repair Parts Expense, Supplies - Shop & Field	Various parts and supplies	615.03
39897	Procopio Cory Hargreaves	Services - Legal	Services thru 05/31/21	5,289.50
39898	Roesling Nakamura Terada Archi	Services - Professional	WCI project	20,334.00
39899	Rohan & Sons, Inc	Services - Maintenance	Biannual service, install new air conditioning	6,917.00
39900	RSF Security Systems	Services - Alarm	Security - 06/01/21 - 08/31/21	1,455.00
39901	Rusty Wallis, Inc.	Supplies - Ground Breaking	Water softener, tank service and salt bags	339.88
39902	Samantha Collins	Accounts Receivable Control	Safety program	45.00
39903	Sage Energy Consulting	Services - Professional	WCI project	3,905.00
39904	San Dieguito Water District	Utilities - Water (Suppl.)	1190 Oakcrest Park - #080338	908.81
39905	Aaron Simonson	Accounts Receivable Control	Safety program	45.00
39906	Southern California Fleet Ser.	Vehicle Maintenance	Shop supplies	1,375.92
39907	Thatcher Company of California	Supplies - Chemicals	Aluminum sulfate	5,920.42
39908	Michael Thornton	Supplies - Office, Accounts Receivable Control	Office furniture, Reimbursement - Safety & Health and wellness - M. Thornton	420.00
39909	Technology Integration Group	Services - Maintenance	Copier	84.89
39910	Christopher A. Trees	Subsistence - Meals, Accounts Receivable Control	Reimbursement for lunch meeting, Safety program	122.08
39911	Trussell Technologies, Inc	Services - Engineering	Operations Plans Training - 04/01/21 - 05/31/21	2,803.50
39912	Tyler Cook	Accounts Receivable Control	Reimbursement - Safety & Health and wellness	105.00
39913	Unifirst Corporation	Services - Uniforms	Uniform laundry service	214.79
39914	UPS	Postage/Shipping	Parts shipping fee	130.35
39915	USA Bluebook	Shop Tools and Equip., Repair Parts Expense	Various supplies	596.72
39916	Vantagepoint Transfer Agents	EE Deduction Benefits	ICMA - 457 contribution	6,868.26
39917	Vantagepoint Transfer Agents	ICMA Retirement	ICMA - 401A contribution	4,008.98
39918	Daniel Verdon	Accounts Receivable Control	Reimbursement - Safety & Health and wellness	105.00
39919	Verizon Wireless	Utilities - Telephone	Pump station service - 05/11/21 - 06/10/21	410.13
39920	Vista Analytical Laboratory	Services - Laboratory	Water sampling - 3rd Qtr 2021	1,920.00
39921	Volt Management Corp	Services - Temp	Internship program - Period end 06/04/21 - 06/20/21	7,070.34
39922	VWR International, Inc.	Supplies - Laboratory	Various supplies	1,197.83
39923	Water Systems Consulting, Inc.	Services - Professional	Communications and public outreach	600.00
39924-39961	Void			-
39962	ABBA Pump Parts & Service	Capital Outlay, Repair Parts Expense	Pump station repair parts	18,636.00
39963	Allied Storage Containers	Equipment Rental/Lease	Storage containers	629.26
39964	Amy Chang	Accounts Receivable Control	Reimbursement - Health and wellness	60.00
39965	Aquatic Bioassay	Services - Laboratory	Toxicity testing	1,050.00
39966	AT & T	Utilities - Telephone	Alarm service - July	403.31
39967	Black & Veatch	Services - Engineering	Preliminary design - Solids dewatering system	31,125.00
39968	BrightView Landscapes	Services - Landscape	July	2,782.00
39969	Burns & McDonnell Engineering	Services - Professional	Dry weather & stormwater mgmt and diversions service thru 6/12/2021	1,952.63
39970	Corodata	Rent	Record storage - June	98.25
39972	Forte of San Diego	Services - Janitorial	Supplies	716.20
39973	GC Pivotal LLC	Utilities - Internet	T-1 service - August	355.24
39974	Hach Company	Capital Outlay	Wipers, hardware, probe, controller	9,889.00
39975	Harbor Freight Tools	Shop Tools and Equip.	Tools	950.12
39976	Hardy Diagnostics	Supplies - Laboratory	Various supplies	350.55
39977	Liquid Environmental Solution	Services - Grease & Scum	Grease and scum pumping	1,625.44
39978	McMaster-Carr Supply Co.	Repair Parts Expense, Supplies - Shop & Field	Various parts and supplies	1,994.36
39979	North County Transit District	Licenses	Annual license fee	1,079.92
39980	Olivenhain Municipal Water Dis	Rent	Pipeline rental payment - June	15,435.00
39981	OneSource Distributors, Inc.	Repair Parts Expense	Software products	6,445.79
39982	Pacific Pipeline Supply	Repair Parts Expense	Various repair parts	3,735.90
39983	Michael Piper	Fuel	Employee reimbursement - Reclaim truck gas	74.22
39984	Preferred Benefit Insurance	Dental/Vision	Vision insurance premium - June	277.10
39985	Santa Fe Irrigation District	Utilities - Water (Suppl.)	Highland Dr - 05/01/21 - 07/01/21	271.87
39986	Santa Fe Irrigation District	SFID Distribution Pipeline	Pipeline purchase - June	1,603.31
39987	San Dieguito Water District	Utilities - Water	Water and recycled water	1,344.17
39988	State Water Resources Control	Dues & Memberships	Certificate - E. O'Riley	60.00
39989	Terminix Processing Center	Services - Maintenance	Pest control service - June	441.00
39990	Thatcher Company of California	Supplies - Chemicals	Aluminum sulfate	5,915.05
39991	UPS	Postage/Shipping	Parts shipping fee	236.25
39992	Underground Service Alert/SC	Services - Alarm	Dig alert and safe excavation board - July	242.44
39993	USA Bluebook	Supplies - Laboratory	Various supplies	615.85
39994	Vantagepoint Transfer Agents	ICMA Retirement, EE Deduction Benefits	ICMA - 401A & 457 contribution	10,952.08
39995	Volt Management Corp	Services - Temp	Internship program - Period end 05/02/21 to 07/02/21	3,459.41
39996	VWR International, Inc.	Supplies - Laboratory	Various supplies	1,027.46
39997	Water Systems Consulting, Inc.	Services - Professional	Communications and public outreach	600.00
40043	MetLife - Group Benefits	Dental/Vision	Dental insurance premium - August	2,022.00
On-line 538	BankCard Center	Supplies - Office	Office supplies and repair parts	4,034.84
On-line 539	Fuelman	Fuel	June	852.45
On-line 540	Public Employees- Retirement	Retirement Plan - PERS	Retirement - 06/12/21 - 06/25/21	16,363.63
On-line 541	ReadyRefresh	Supplies - Lab	Distilled water	673.06
On-line 542	SDG&E	Utilities - Gas & Electric	Various locations - 05/08/21 - 06/08/21	72,761.59
On-line 543	Board of Equalization	Accrued Sales Tax Payable	Sales tax - 04/01/21 - 06/30/21	110.00
On-line 544	Aflac	EE Deduction Benefits	Supplemental insurance premium - July	626.76
On-line 545	BankCard Center	Supplies - Office	Office supplies and repair parts	11,575.96
On-line 546	Calpers	Accrued Liabilities	1959 survivor - Rate plan identifier - 1932	288.00
On-line 547	Calpers	Accrued Liabilities	1959 survivor - Rate plan identifier - 26431	331.20
On-line 548	Calpers	Accrued Liabilities	1959 survivor - Rate plan identifier - 23261	28.80
On-line 549	Calpers	Retirement Plan - PERS	Annual unfunded liability - Plan identifier 1932	23,009.25
On-line 550	Calpers	Retirement Plan - PERS	Annual unfunded liability - Plan identifier 23261	149.42
On-line 551	Calpers	Retirement Plan - PERS	Annual unfunded liability - Plan identifier 26431	169.42
On-line 552	Fuelman	Fuel	July	348.27
On-line 553	SunLife	EE Deduction Benefits	Dental - August	1,914.85
On-line 554	P.E.R.S.	Medical Insurance - Pers	Health insurance premium - August	21,874.35
On-line 555	Public Employees- Retirement	Retirement Plan - PERS	Retirement - 06/26/21 - 07/09/21	15,962.19
On-line 556	Void			-
On-line 557	Calpers	Retirement Plan - PERS	Unfunded annual liability	247,296.91
On-line 558	Fuelman	Fuel	July	613.58

SAN ELIJO JOINT POWERS AUTHORITY
 PAYMENT OF WARRANTS
 22-08

For the Month of July 2021

Warrant #	Vendor Name	G/L Account	Warrant Description	Amount
On-line 559	Void			-
On-line 560	ReadyRefresh	Supplies - Lab	Distilled water	730.49
On-line 561	SDG&E	Utilities - Gas & Electric	150 B St. - 05/08/21 - 06/08/21	2,761.19
On-line 562	SDG&E	Utilities - Gas & Electric	Various locations - 06/10/21 - 07/09/21	81,080.75
	San Elijo Payroll Account	Payroll	Payroll - 07/02/2021	88,927.72
	San Elijo Payroll Account	Payroll	Payroll - 07/16/2021	79,717.91
	San Elijo Payroll Account	Payroll	Payroll - 07/23/2021	37,912.74
	San Elijo Payroll Account	Payroll	Payroll - 07/30/2021	94,661.79
				<u>2,558,125.29</u>

SAN ELIJO JOINT POWERS AUTHORITY

PAYMENT OF WARRANTS SUMMARY

**For the Month of July 2021
As of July 31, 2021**

PAYMENT OF WARRANTS	\$ 2,558,125.29
Reference Number	22-08

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



Amy Chang
Director of Finance & Administration

STATEMENT OF FUNDS AVAILABLE FOR PAYMENT OF WARRANTS
AND INVESTMENT INFORMATION
As of July 31, 2021

FUNDS ON DEPOSIT WITH	AMOUNT
<hr/>	
LOCAL AGENCY INVESTMENT FUND <i>(JUNE 2021 YIELD 0.262%)</i>	
UNRESTRICTED DEPOSITS	13,369,167.16
CALIFORNIA BANK AND TRUST <i>(JULY 2021 YIELD 0.01%)</i>	
REGULAR CHECKING	2,940,059.74
PAYROLL CHECKING	4,964.00
PARS - TRUSTEE (POST-EMPLOYMENT BENEFITS TRUST) <i>(JUNE 2021 YIELD 1.15%)</i>	345,309.74
TOTAL RESOURCES	<hr/> \$ 16,659,500.64 <hr/>

SAN ELIJO JOINT POWERS AUTHORITY
MEMORANDUM

August 17, 2021

TO: Board of Directors
San Elijo Joint Powers Authority

FROM: General Manager

SUBJECT: WASTEWATER TREATMENT REPORT - MAY

RECOMMENDATION

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

DISCUSSION

Monthly Treatment Plant Performance and Evaluation

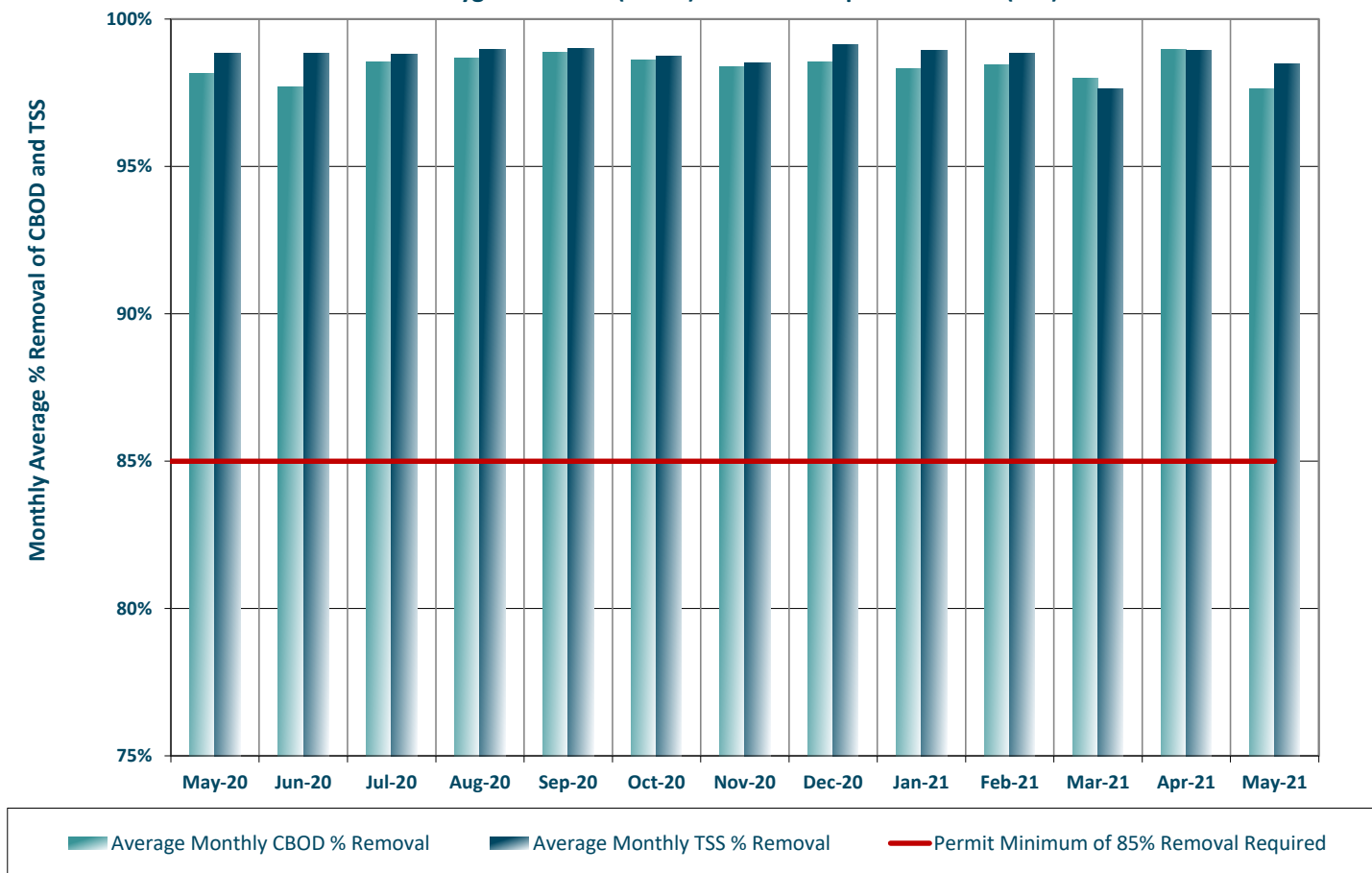
Wastewater treatment for the San Elijo Joint Powers Authority (SEJPA) met all National Pollutant Discharge Elimination System (NPDES) ocean effluent limitation requirements for the month of May 2021. The primary indicators of treatment performance include the removal of Carbonaceous Biochemical Oxygen Demand (CBOD) and Total Suspended Solids (TSS). The SEJPA is required to remove a minimum of 85 percent of the CBOD and TSS from the wastewater. Treatment levels for **CBOD** and **TSS** were **97.6** and **98.5** percent removal, respectively, during the month of May.

Exceptional Water Treatment



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

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



Figures 2 and 3 (below) show historic influent vs effluent CBOD and TSS concentration fluctuations in the strength of the wastewater being received and discharged by the SEJPA. Rain events often result in rainwater entering into the sewer system which can dilute both CBOD and TSS.

FIGURE 2: TREATED EFFLUENT FLOWS REMOVAL OF CBOD

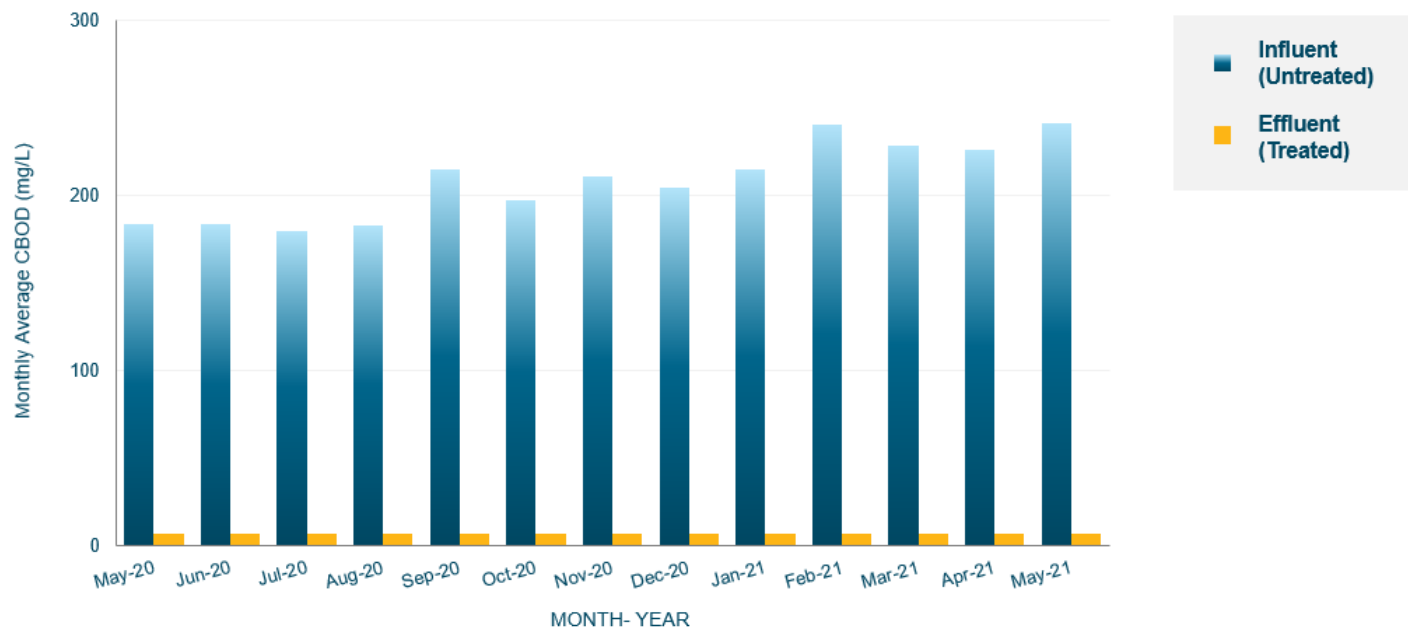
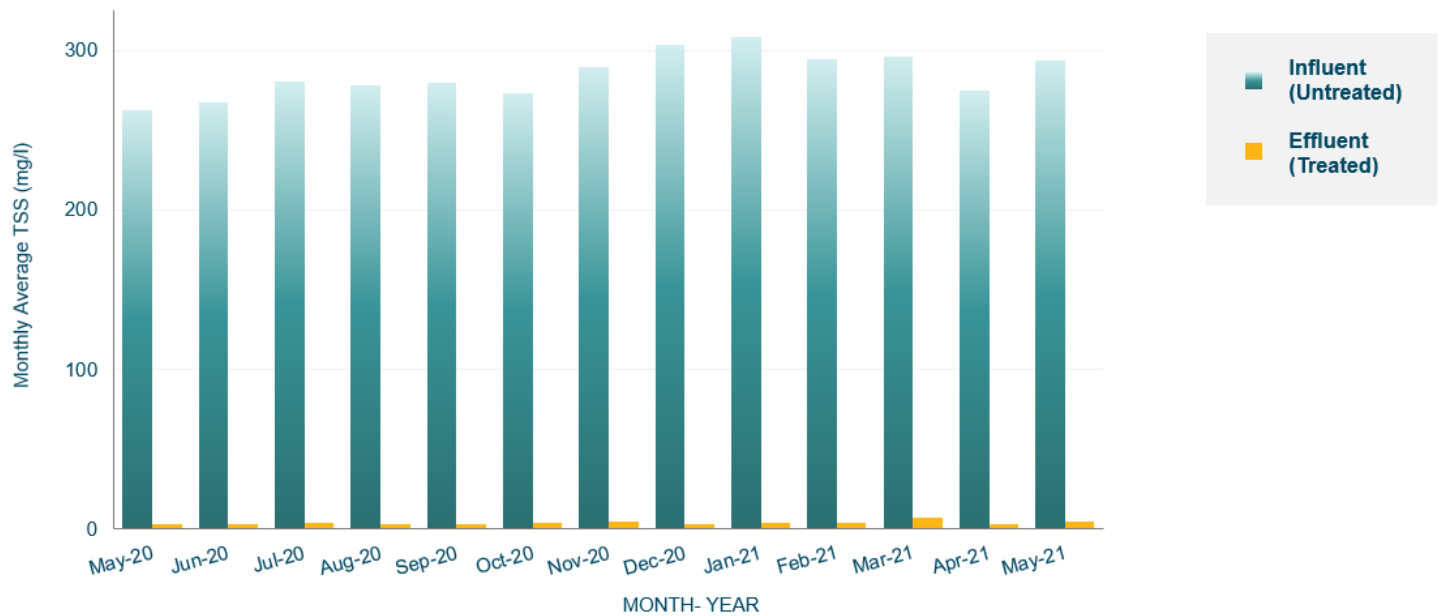


FIGURE 3: TREATED EFFLUENT FLOWS REMOVAL OF TSS



Member Agency Flows

Table 1 (below) presents the influent and effluent flows for the month of May. Average daily influent flows were recorded for each Member Agency. Total effluent flow was calculated for the San Elijo Water Campus.

TABLE 1 - INFLUENT AND EFFLUENT FLOWS IN MAY

MAY			
	Influent (mgd)	Recycled Water (mgd)	Effluent (mgd)*
Cardiff Sanitary Division	1.189	0.913	0.276
City of Solana Beach	0.932	0.716	0.216
Rancho Santa Fe SID	0.157	0.120	0.037
City of Del Mar	0.323	0.248	0.075
Total San Elijo Water Campus Flow	2.601	1.997	0.604

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

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

TABLE 2 - SAN ELIJO WATER RECLAMATION FACILITY MONTHLY REPORT - FLOWS AND EDUS

	AVERAGE DAILY INFLUENT FLOW RATE (MGD)					CONNECTED EDUs					AVERAGE UNIT INFLUENT FLOW RATE (GAL/EDU/DAY)						
MONTH	CSD	RSF	CSD	SB	DM	TOTAL PLANT	CSD EDUS	RSF EDUS	CSD	SB	DM	TOTAL EDUS	CSD	RSF	SB	DM	TOTAL PLANT
Jan-18	1.276	0.125	1.015	0.000	0.000	2.416	8,435	555	8,061	1,716		18,767	151	225	126	0	142
Feb-18	1.249	0.118	0.968	0.000	0.000	2.335	8,441	555	8,061	1,716		18,773	148	213	120	0	137
Mar-18	1.265	0.122	0.922	0.039	0.000	2.348	8,451	555	8,061	1,716		18,782	150	220	114	149	125
Apr-18	1.184	0.115	0.901	0.337	0.000	2.537	8,451	559	8,061	1,716		18,786	140	206	112	129	135
May-18	1.173	0.119	0.890	0.376	0.000	2.558	8,461	562	8,061	1,716		18,799	139	212	110	144	136
Jun-18	1.188	0.124	0.888	0.549	0.000	2.749	8,466	562	8,061	1,716		18,804	140	221	110	210	146
Jul-18	1.193	0.118	0.933	0.537	0.000	2.781	8,478	562	8,083	2,611		19,733	141	210	115	206	141
Aug-18	1.210	0.119	0.980	0.534	0.000	2.843	8,481	563	8,083	2,611		19,737	143	212	121	205	144
Sep-18	1.230	0.117	0.905	0.341	0.000	2.593	8,481	563	8,083	2,611		19,737	145	208	112	131	131
Oct-18	1.172	0.121	0.897	0.354	0.000	2.544	8,481	564	8,083	2,611		19,738	138	215	111	136	129
Nov-18	1.173	0.121	0.906	0.064	0.000	2.264	8,488	565	8,083	2,611		19,746	138	214	112	136	129
Dec-18	1.264	0.144	0.967	0.244	0.000	2.619	8,491	566	8,083	2,611		19,751	149	255	120	136	138
Jan-19	1.269	0.153	0.975	0.384	0.000	2.781	8,491	566	8,083	2,611		19,751	149	271	121	147	141
Feb-19	1.400	0.173	0.935	0.309	0.000	2.817	8,492	566	8,083	2,611		19,752	165	306	116	137	145
Mar-19	1.200	0.149	0.908	0.340	0.000	2.597	8,493	568	8,083	2,611		19,755	141	263	112	132	132
Apr-19	1.119	0.138	0.887	0.334	0.000	2.478	8,494	568	8,083	2,611		19,756	132	243	110	128	125
May-19	1.125	0.133	0.880	0.361	0.000	2.499	8,494	568	8,083	2,611		19,756	132	234	109	138	126
Jun-19	1.162	0.126	0.903	0.507	0.000	2.698	8,504	568	8,083	2,611		19,766	137	222	112	194	136
Jul-19	1.127	0.128	0.924	0.546	0.000	2.725	8,504	568	8,083	2,611		19,766	133	226	114	209	138
Aug-19	1.148	0.126	0.938	0.567	0.000	2.779	8,505	570	8,105	2,612		19,792	135	221	116	217	140
Sep-19	1.131	0.132	0.918	0.393	0.000	2.574	8,507	570	8,105	2,612		19,794	133	232	113	150	130
Oct-19	1.120	0.124	0.914	0.378	0.000	2.536	8,507	571	8,105	2,612		19,795	132	217	113	145	128
Nov-19	1.230	0.137	0.927	0.437	0.000	2.731	8,510	571	8,105	2,612		19,798	145	240	114	172	138
Dec-19	1.347	0.173	0.946	0.483	0.000	2.949	8,516	571	8,105	2,612		19,804	158	303	117	185	149
Jan-20	1.194	0.163	0.917	0.410	0.000	2.684	8,517	571	8,105	2,612		19,805	140	286	113	157	136
Feb-20	1.176	0.146	0.919	0.352	0.000	2.593	8,517	571	8,105	2,612		19,805	138	256	113	135	131
Mar-20	1.432	0.185	0.907	0.389	0.000	2.913	8,519	572	8,105	2,612		19,808	168	324	112	149	147
Apr-20	1.720	0.231	0.912	0.377	0.000	3.240	8,522	572	8,105	2,612		19,811	202	404	113	153	164
May-20	1.293	0.158	0.853	0.304	0.000	2.608	8,523	573	8,105	2,612		19,813	152	276	105	133	132
Jun-20	1.251	0.164	0.897	0.434	0.000	2.746	8,534	576	8,105	2,612		19,826	147	285	111	179	139
Jul-20	1.231	0.157	0.937	0.548	0.000	2.873	8,535	576	8,110	2,616		19,837	144	273	116	222	145
Aug-20	1.226	0.156	0.950	0.478	0.000	2.810	8,540	577	8,110	2,616		19,843	144	271	117	194	142
Sep-20	1.225	0.151	0.956	0.362	0.000	2.694	8,540	578	8,110	2,616		19,844	143	261	118	146	136
Oct-20	1.197	0.142	0.940	0.316	0.000	2.595	8,543	579	8,110	2,616		19,848	140	245	116	128	131
Nov-20	1.200	0.142	0.927	0.341	0.000	2.610	8,543	579	8,110	2,616		19,848	140	245	114	138	131
Dec-20	1.217	0.141	0.893	0.304	0.000	2.555	8,543	579	8,110	2,616		19,848	142	244	110	123	129
Jan-21	1.238	0.150	0.909	0.323	0.000	2.620	8,543	579	8,110	2,616		19,848	145	259	112	129	132
Feb-21	1.224	0.151	0.926	0.306	0.000	2.607	8,548	579	8,110	2,616		19,853	143	261	114	121	131
Mar-21	1.291	0.160	0.968	0.332	0.000	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	0.000	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	0.000	2.601	8,552	579	8,110	2,616		19,857	139	271	115	130	131

CSD: Cardiff Sanitary Division

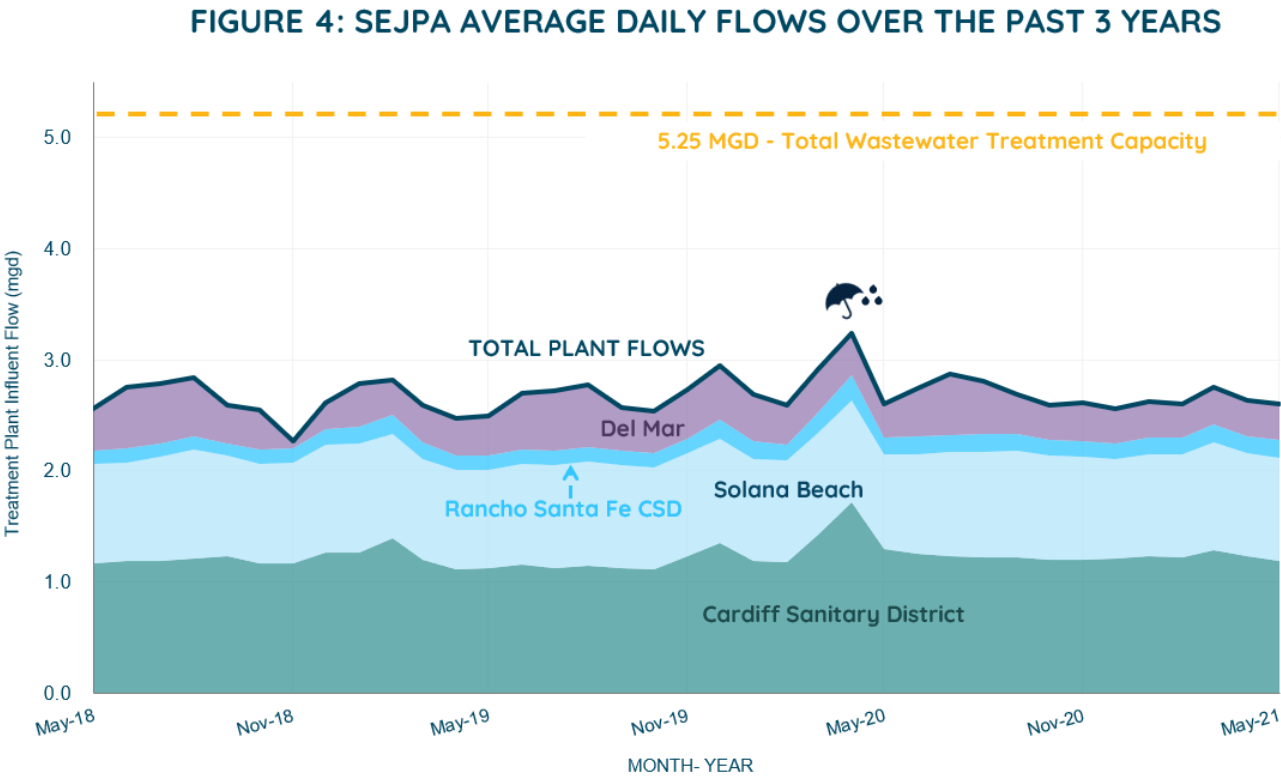
RSF CSD: Ranch Santa Fe Community Service District

SB: Solana Beach

DM: City of Del Mar

EDU: Equivalent Dwelling Unit

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



City of Escondido Flows

The average and peak flow rate for the month of May 2021 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)	8.92
Escondido (Peak flow rate)	18.5

Connected Equivalent Dwelling Units

The City of Solana Beach and the City of Del Mar updated the number of connected EDUs that is reported to the SEJPA in July 2020. The City of Encinitas and Rancho Santa Fe CSD report their connected EDUs every month. The number of EDUs connected for each of the Member Agencies and lease agencies is reported in Table 4 below. There was no change in the number of connected EDUs from the month of April.

TABLE 4 - CONNECTED EDUs BY AGENCY

	Connected (EDU)
Cardiff Sanitary Division	8,552
Rancho Santa Fe SID	579
City of Solana Beach	7,773
San Diego (to Solana Beach)	337
City of Del Mar	2,616
Total EDUs to System	19,857

Respectfully submitted,



Michael T. Thornton, P.E.
General Manager

SAN ELIJO JOINT POWERS AUTHORITY
MEMORANDUM

August 17, 2021

TO: Board of Directors
San Elijo Joint Powers Authority

FROM: General Manager

SUBJECT: WASTEWATER TREATMENT REPORT - JUNE

RECOMMENDATION

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

DISCUSSION

Monthly Treatment Plant Performance and Evaluation

Wastewater treatment for the San Elijo Joint Powers Authority (SEJPA) met all National Pollutant Discharge Elimination System (NPDES) ocean effluent limitation requirements for the month of June 2021. The primary indicators of treatment performance include the removal of Carbonaceous Biochemical Oxygen Demand (CBOD) and Total Suspended Solids (TSS). The SEJPA is required to remove a minimum of 85 percent of the CBOD and TSS from the wastewater. Treatment levels for **CBOD** and **TSS** were **97.6** and **98.8** percent removal, respectively, during the month of June.

Exceptional Water Treatment

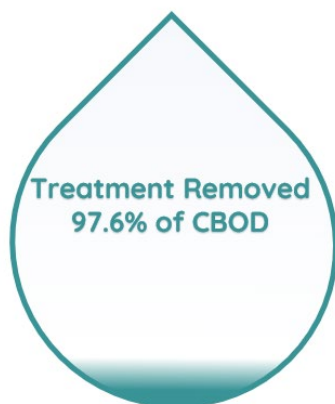
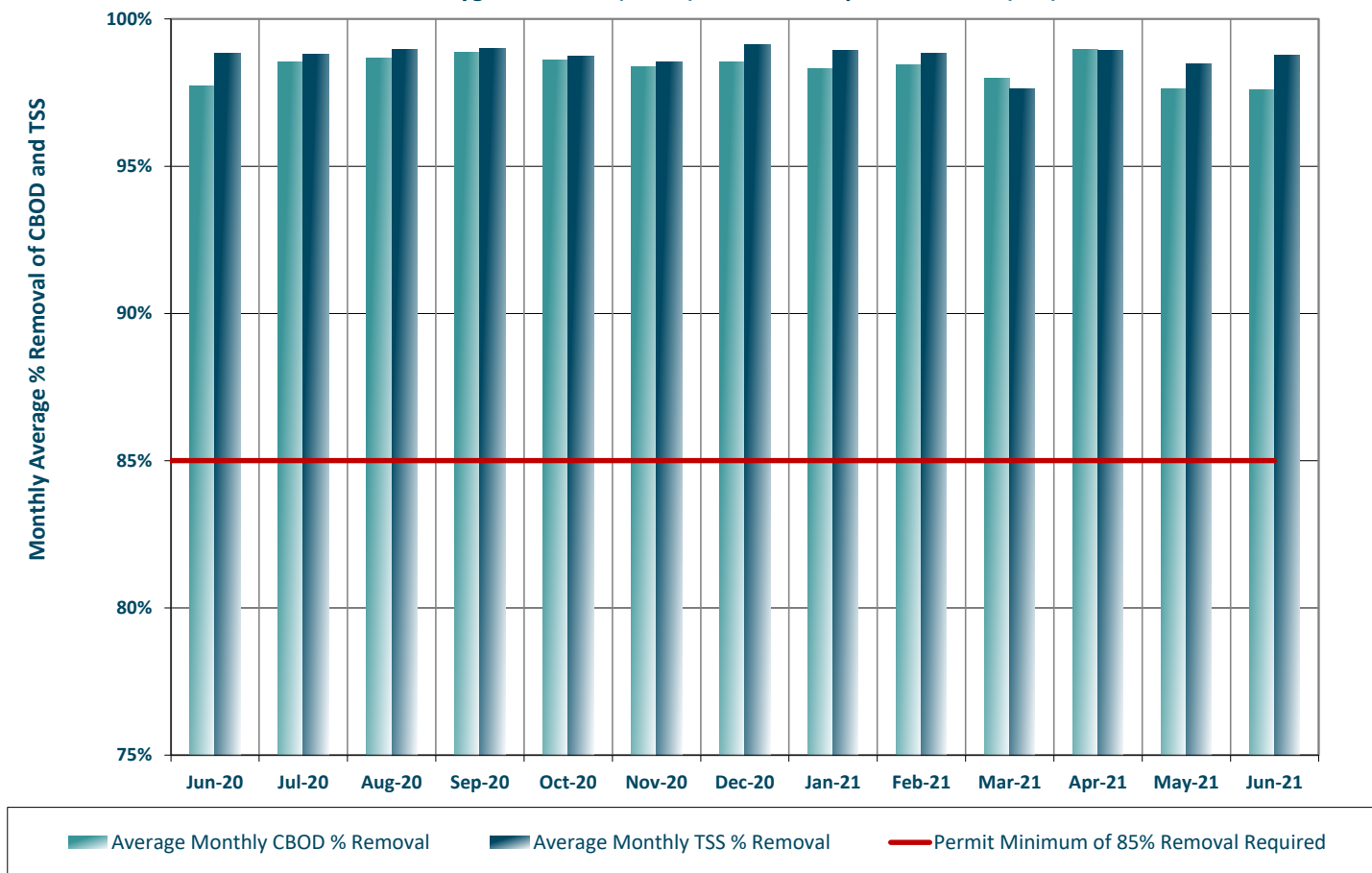


Figure 1 (below) shows historic treatment performance trends for the removal of CBOD and TSS over the last 13 months compared to the permit minimum removal requirement of 85%.

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



Figures 2 and 3 (below) show historic influent vs effluent CBOD and TSS concentration fluctuations in the strength of the wastewater being received and discharged by the SEJPA. Rain events often result in rainwater entering into the sewer system which can dilute both CBOD and TSS.

FIGURE 2: TREATED EFFLUENT FLOWS REMOVAL OF CBOD

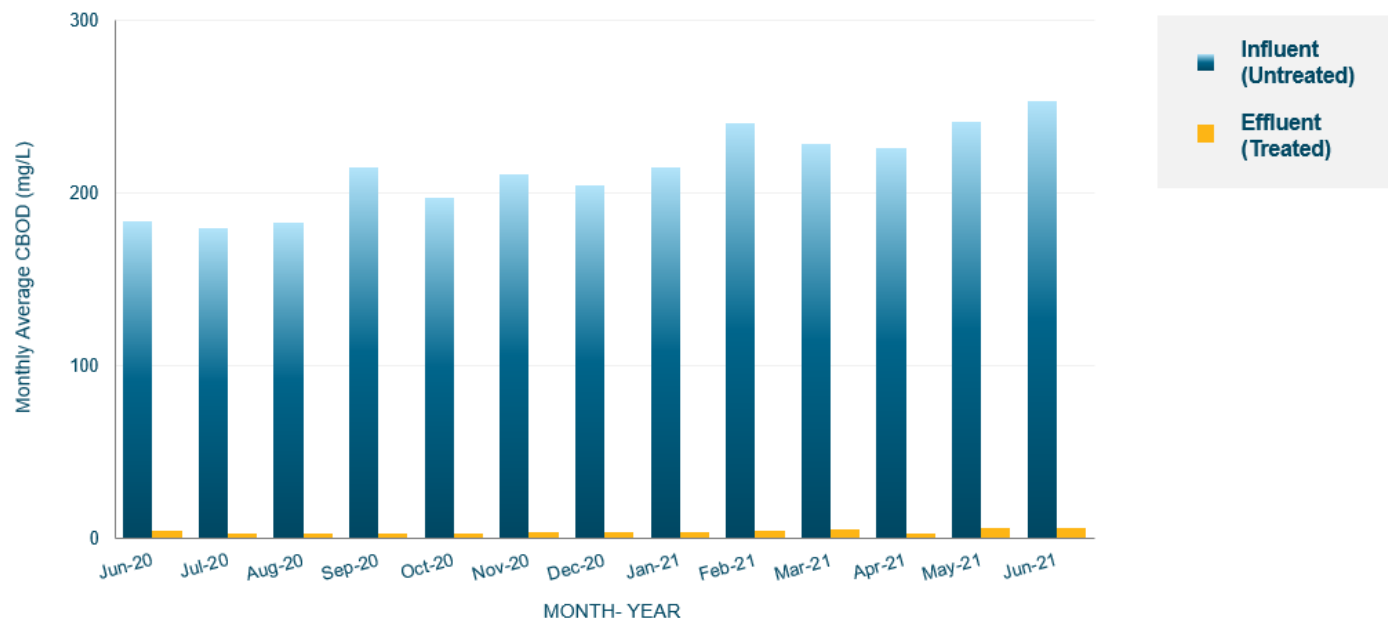
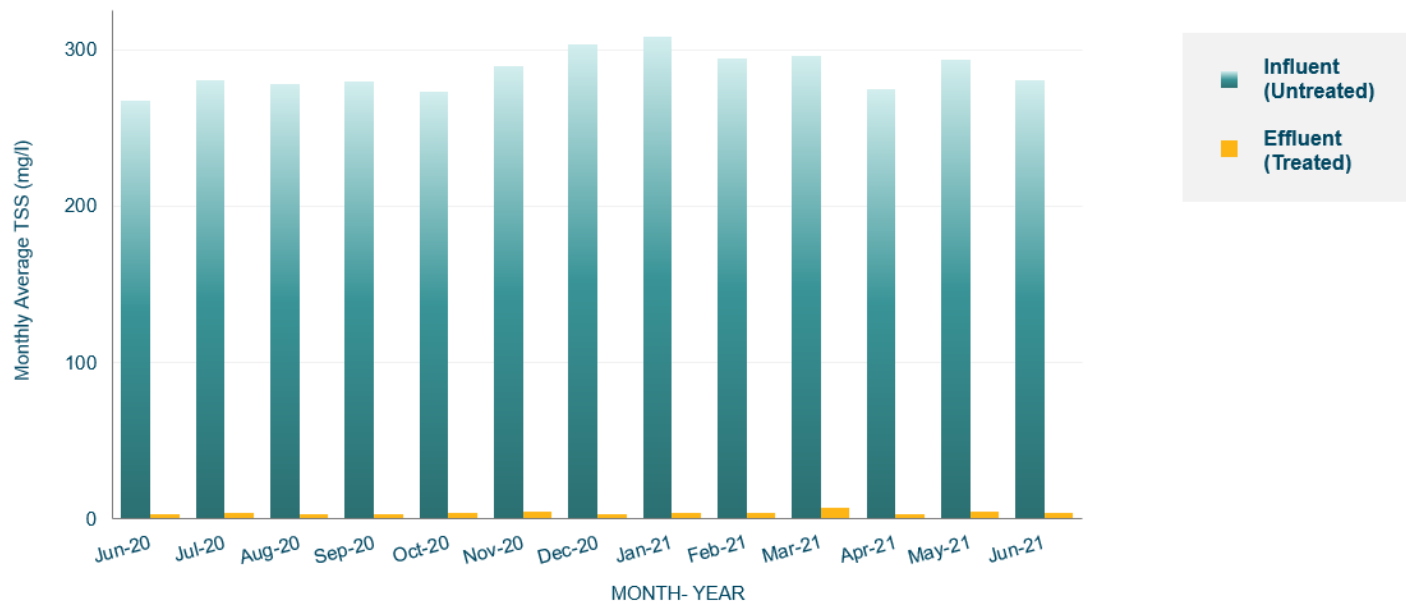


FIGURE 3: TREATED EFFLUENT FLOWS REMOVAL OF TSS



Member Agency Flows

Table 1 (below) presents the influent and effluent flows for the month of June. Average daily influent flows were recorded for each Member Agency. Total effluent flow was calculated for the San Elijo Water Campus.

TABLE 1 – INFLUENT AND EFFLUENT FLOWS IN JUNE

JUNE			
	Influent (mgd)	Recycled Water (mgd)	Effluent (mgd)*
Cardiff Sanitary Division	1.218	0.735	0.483
City of Solana Beach	0.938	0.566	0.372
Rancho Santa Fe SID	0.148	0.089	0.059
City of Del Mar	0.358	0.216	0.142
Total San Elijo Water Campus Flow	2.662	1.606	1.056

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

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

TABLE 2 - SAN ELIJO WATER RECLAMATION FACILITY MONTHLY REPORT - FLOWS AND EDUS

	AVERAGE DAILY INFLUENT FLOW RATE (MGD)						CONNECTED EDUs					AVERAGE UNIT INFLUENT FLOW RATE (GAL/EDU/DAY)					
MONTH	CSD	RSF	CSD	SB	DM	TOTAL PLANT	CSD	RSF	CSD	SB	DM	TOTAL EDUS	CSD	RSF	SB	DM	TOTAL PLANT
Jul-18	1.193	0.118	0.933	0.537	2.781		8,478	562	8,083	2,611	19,733		141	210	115	206	141
Aug-18	1.210	0.119	0.980	0.534	2.843		8,481	563	8,083	2,611	19,737		143	212	121	205	144
Sep-18	1.230	0.117	0.905	0.341	2.593		8,481	563	8,083	2,611	19,737		145	208	112	131	131
Oct-18	1.172	0.121	0.897	0.354	2.544		8,481	564	8,083	2,611	19,738		138	215	111	136	129
Nov-18	1.173	0.121	0.906	0.064	2.264		8,488	565	8,083	2,611	19,746		138	214	112	136	129
Dec-18	1.264	0.144	0.967	0.244	2.619		8,491	566	8,083	2,611	19,751		149	255	120	136	138
Jan-19	1.269	0.153	0.975	0.384	2.781		8,491	566	8,083	2,611	19,751		149	271	121	147	141
Feb-19	1.400	0.173	0.935	0.309	2.817		8,492	566	8,083	2,611	19,752		165	306	116	137	145
Mar-19	1.200	0.149	0.908	0.340	2.597		8,493	568	8,083	2,611	19,755		141	263	112	132	132
Apr-19	1.119	0.138	0.887	0.334	2.478		8,494	568	8,083	2,611	19,756		132	243	110	128	125
May-19	1.125	0.133	0.880	0.361	2.499		8,494	568	8,083	2,611	19,756		132	234	109	138	126
Jun-19	1.162	0.126	0.903	0.507	2.698		8,504	568	8,083	2,611	19,766		137	222	112	194	136
Jul-19	1.127	0.128	0.924	0.546	2.725		8,504	568	8,083	2,611	19,766		133	226	114	209	138
Aug-19	1.148	0.126	0.938	0.567	2.779		8,505	570	8,105	2,612	19,792		135	221	116	217	140
Sep-19	1.131	0.132	0.918	0.393	2.574		8,507	570	8,105	2,612	19,794		133	232	113	150	130
Oct-19	1.120	0.124	0.914	0.378	2.536		8,507	571	8,105	2,612	19,795		132	217	113	145	128
Nov-19	1.230	0.137	0.927	0.437	2.731		8,510	571	8,105	2,612	19,798		145	240	114	172	138
Dec-19	1.347	0.173	0.946	0.483	2.949		8,516	571	8,105	2,612	19,804		158	303	117	185	149
Jan-20	1.194	0.163	0.917	0.410	2.684		8,517	571	8,105	2,612	19,805		140	286	113	157	136
Feb-20	1.176	0.146	0.919	0.352	2.593		8,517	571	8,105	2,612	19,805		138	256	113	135	131
Mar-20	1.432	0.185	0.907	0.389	2.913		8,519	572	8,105	2,612	19,808		168	324	112	149	147
Apr-20	1.720	0.231	0.912	0.377	3.240		8,522	572	8,105	2,612	19,811		202	404	113	153	164
May-20	1.293	0.158	0.853	0.304	2.608		8,523	573	8,105	2,612	19,813		152	276	105	133	132
Jun-20	1.251	0.164	0.897	0.434	2.746		8,534	576	8,105	2,612	19,826		147	285	111	179	139
Jul-20	1.231	0.157	0.937	0.548	2.873		8,535	576	8,110	2,616	19,837		144	273	116	222	145
Aug-20	1.226	0.156	0.950	0.478	2.810		8,540	577	8,110	2,616	19,843		144	271	117	194	142
Sep-20	1.225	0.151	0.956	0.362	2.694		8,540	578	8,110	2,616	19,844		143	261	118	146	136
Oct-20	1.197	0.142	0.940	0.316	2.595		8,543	579	8,110	2,616	19,848		140	245	116	128	131
Nov-20	1.200	0.142	0.927	0.341	2.610		8,543	579	8,110	2,616	19,848		140	245	114	138	131
Dec-20	1.217	0.141	0.893	0.304	2.555		8,543	579	8,110	2,616	19,848		142	244	110	123	129
Jan-21	1.238	0.150	0.909	0.323	2.620		8,543	579	8,110	2,616	19,848		145	259	112	129	132
Feb-21	1.224	0.151	0.926	0.306	2.607		8,548	579	8,110	2,616	19,853		143	261	114	121	131
Mar-21	1.291	0.160	0.968	0.332	2.751		8,548	579	8,110	2,616	19,853		151	277	119	131	139
Apr-21	1.232	0.160	0.925	0.320	2.637		8,552	579	8,110	2,616	19,857		144	277	114	129	133
May-21	1.189	0.157	0.932	0.323	2.601		8,552	579	8,110	2,616	19,857		139	271	115	130	131
Jun-21	1.218	0.148	0.938	0.358	2.662		8,554	579	8,110	2,616	19,859		142	256	116	145	134

CSD: Cardiff Sanitary Division

RSF CSD: Ranch Santa Fe Community Service District

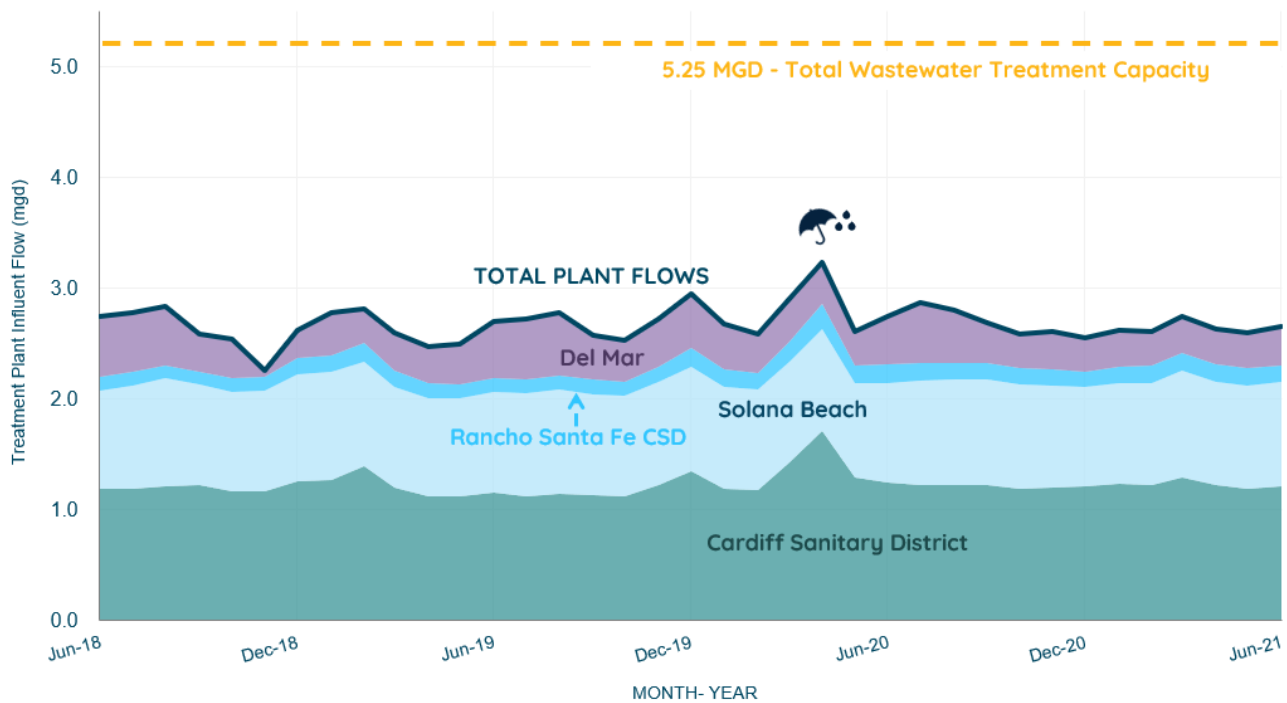
SB: Solana Beach

DM: City of Del Mar

EDU: Equivalent Dwelling Unit

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

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



City of Escondido Flows

The average and peak flow rate for the month of June 2021 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)	8.37
Escondido (Peak flow rate)	18.5

Connected Equivalent Dwelling Units

The City of Solana Beach and the City of Del Mar updated the number of connected EDUs that is reported to the SEJPA in July 2020. The City of Encinitas and Rancho Santa Fe CSD report their connected EDUs every month. The number of EDUs connected for each of the Member Agencies and lease agencies is reported in Table 4 below. There was no change in the number of connected EDUs from the month of April.

TABLE 4 - CONNECTED EDUs BY AGENCY

	Connected (EDU)
Cardiff Sanitary Division	8,554
Rancho Santa Fe SID	579
City of Solana Beach	7,773
San Diego (to Solana Beach)	337
City of Del Mar	2,616
Total EDUs to System	19,859

Respectfully submitted,



Michael T. Thornton, P.E.
General Manager

SAN ELIJO JOINT POWERS AUTHORITY
MEMORANDUM

August 17, 2021

TO: Board of Directors
San Elijo Joint Powers Authority

FROM: General Manager

SUBJECT: RECYCLED WATER REPORT - MAY

RECOMMENDATION

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

DISCUSSION

Recycled Water Production

For the month of May 2021, recycled water demand was 196.4 acre-feet (AF), which was met using 196.4 AF of recycled water and 0.0 AF supplementation with potable water.

May demand was 24.8% above budget expectations of 157 AF due to the relatively warm, dry weather. The total water production for FY 2020-21 is 15.8% above budget for the first eleven months.

Figure 1 (attached) provides a graphical view of annual recycled water demand spanning the last 10 fiscal years, with the overlay of annual rainfall. Since the recycled water program primarily serves outdoor irrigation, annual demand is reduced during wet periods and increases during times of drought. Figure 2 (attached) shows the monthly recycled water demand for each May for the last ten years to provide a year-over-year comparison. Figure 3 (attached) compares budget versus actual recycled water sales for FY 2020-21.

Respectfully submitted,



Michael T. Thornton, P.E.
General Manager

FIGURE 1: RECYCLED WATER DEMAND AND RAINFALL COMPARISON

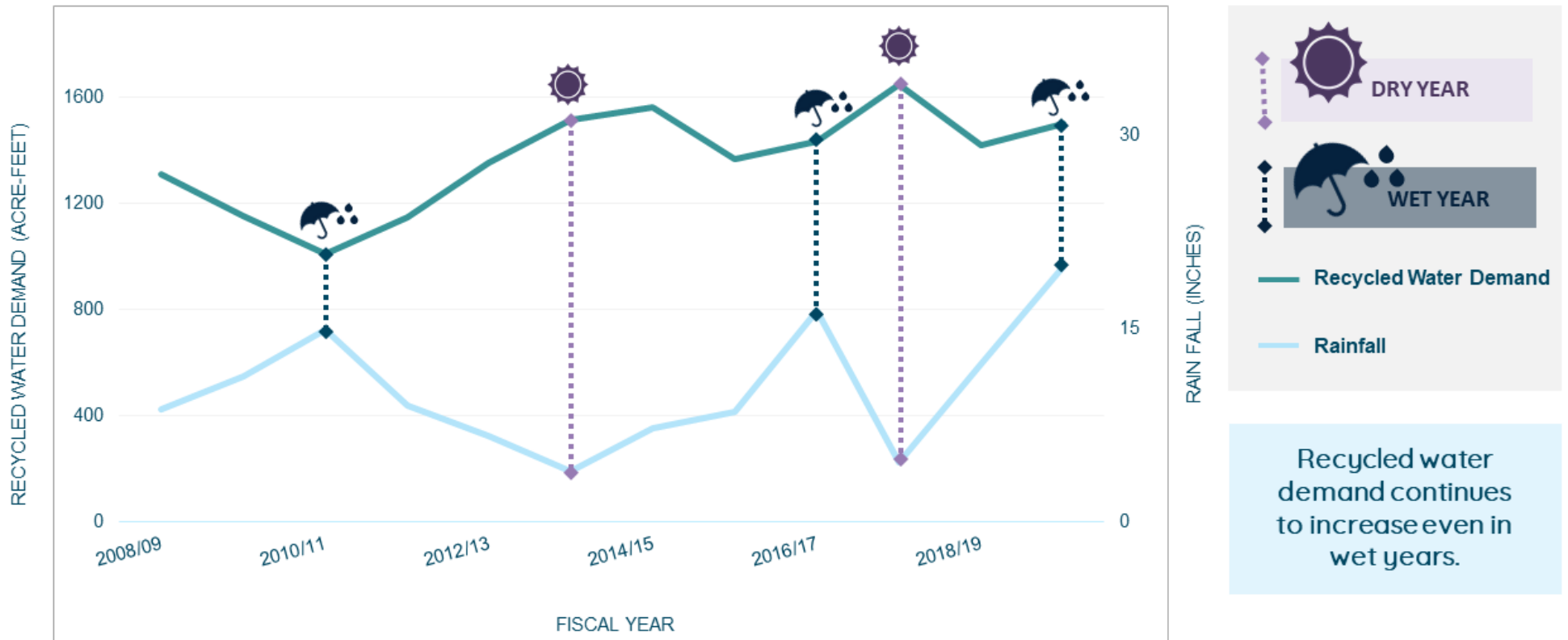


FIGURE 2: MAY RECYCLED WATER DEMAND

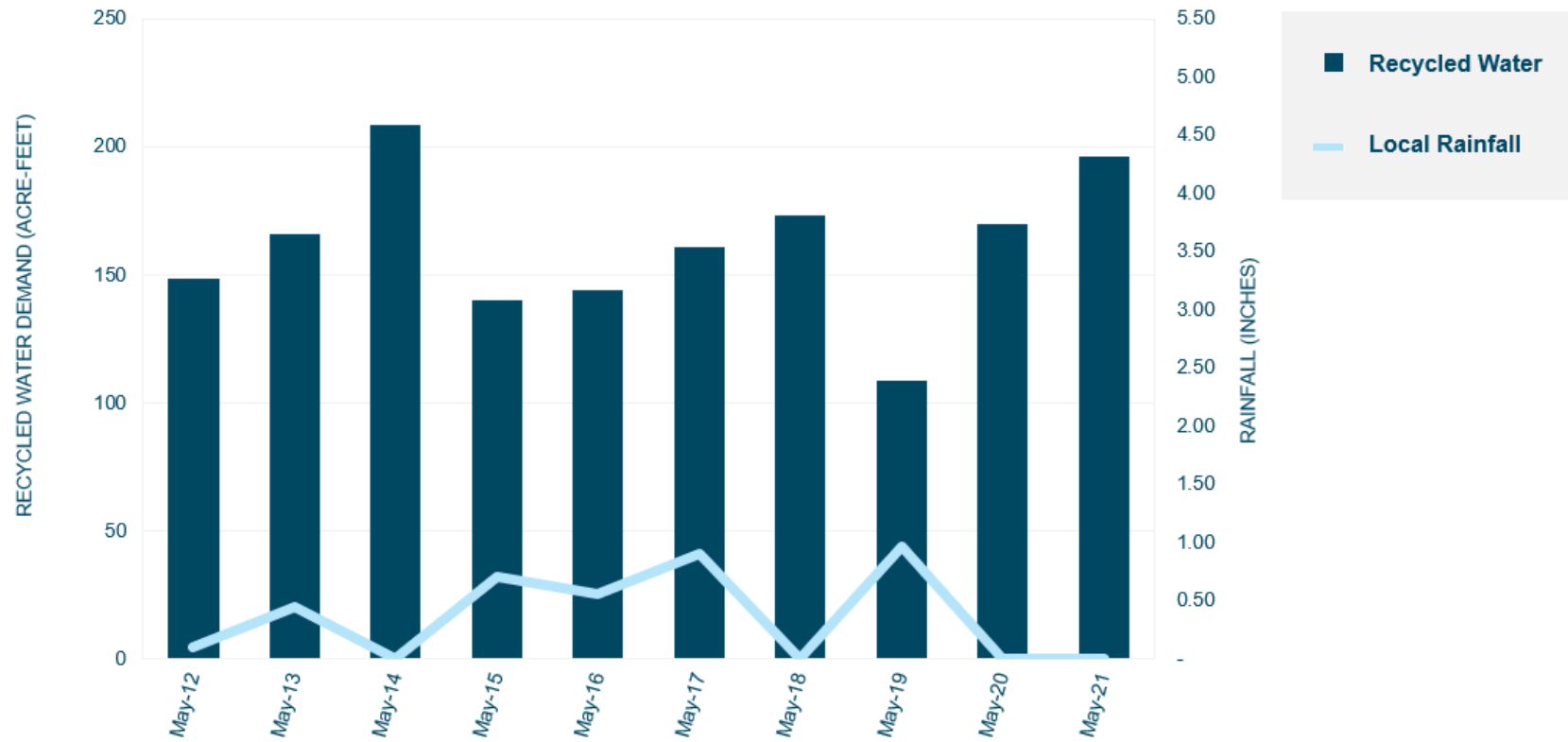
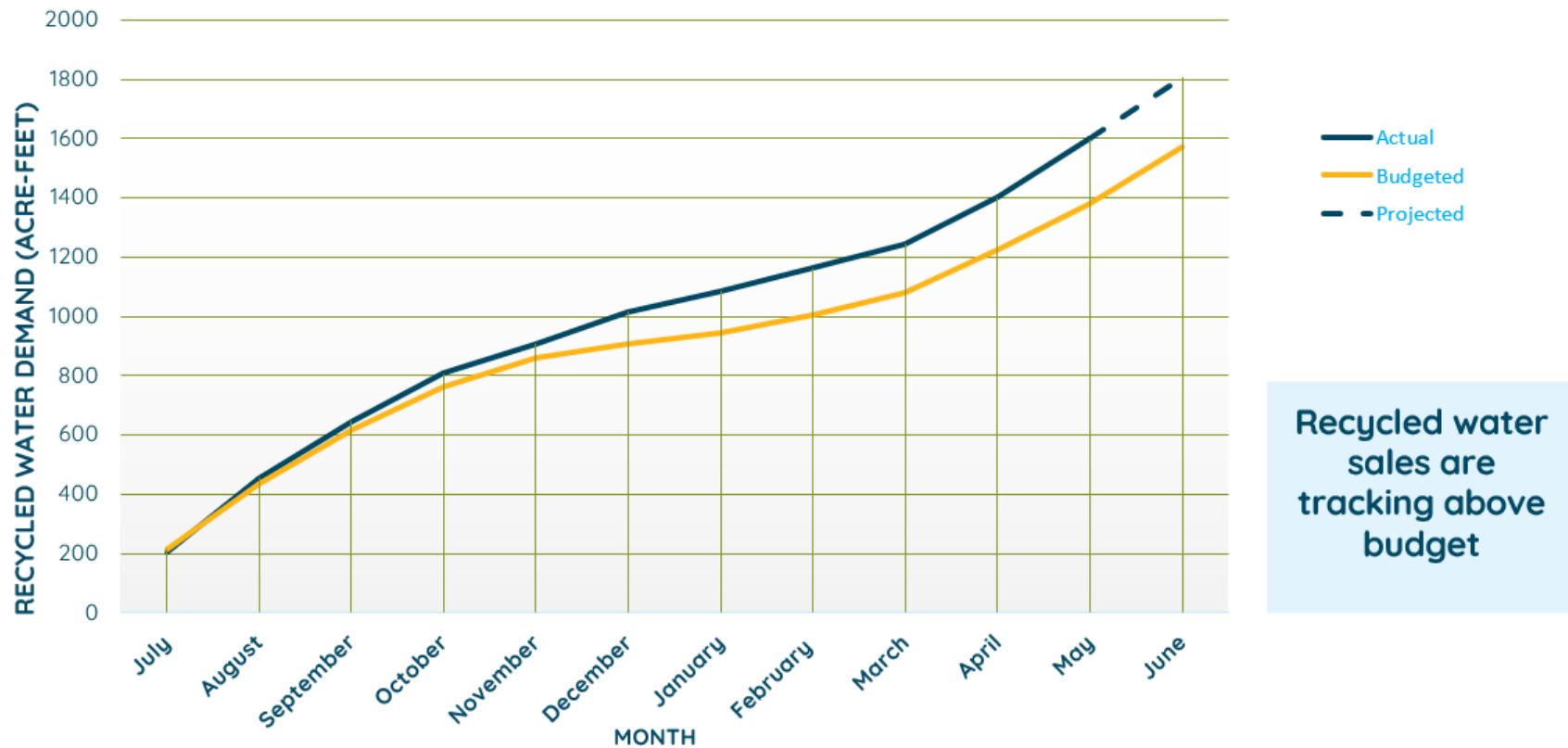


FIGURE 3: FY2020/21 CUMULATIVE DEMAND VS BUDGET



SAN ELIJO JOINT POWERS AUTHORITY
MEMORANDUM

August 17, 2021

TO: Board of Directors
San Elijo Joint Powers Authority

FROM: General Manager

SUBJECT: RECYCLED WATER REPORT - JUNE

RECOMMENDATION

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

DISCUSSION

Recycled Water Production

For the month of June 2021, recycled water demand was 200.7 acre-feet (AF), which was met using 199.5 AF of recycled water and 1.2 AF supplementation with potable water.

June demand was 5.9% above budget expectations of 189 AF due to the relatively warm, dry weather. The recycled water sales for Fiscal Year 2020-21 was 1799 AF or 14.6% above budgeted sales.

Figure 1 (attached) provides a graphical view of annual recycled water demand spanning the last 10 fiscal years, with the overlay of annual rainfall. Since the recycled water program primarily serves outdoor irrigation, annual demand is reduced during wet periods and increases during times of drought. Figure 2 (attached) shows the monthly recycled water demand for each June for the last ten years to provide a year-over-year comparison. Figure 3 (attached) compares budget versus actual recycled water sales for FY 2020-21.

Respectfully submitted,



Michael T. Thornton, P.E.
General Manager

FIGURE 1: RECYCLED WATER DEMAND AND RAINFALL COMPARISON

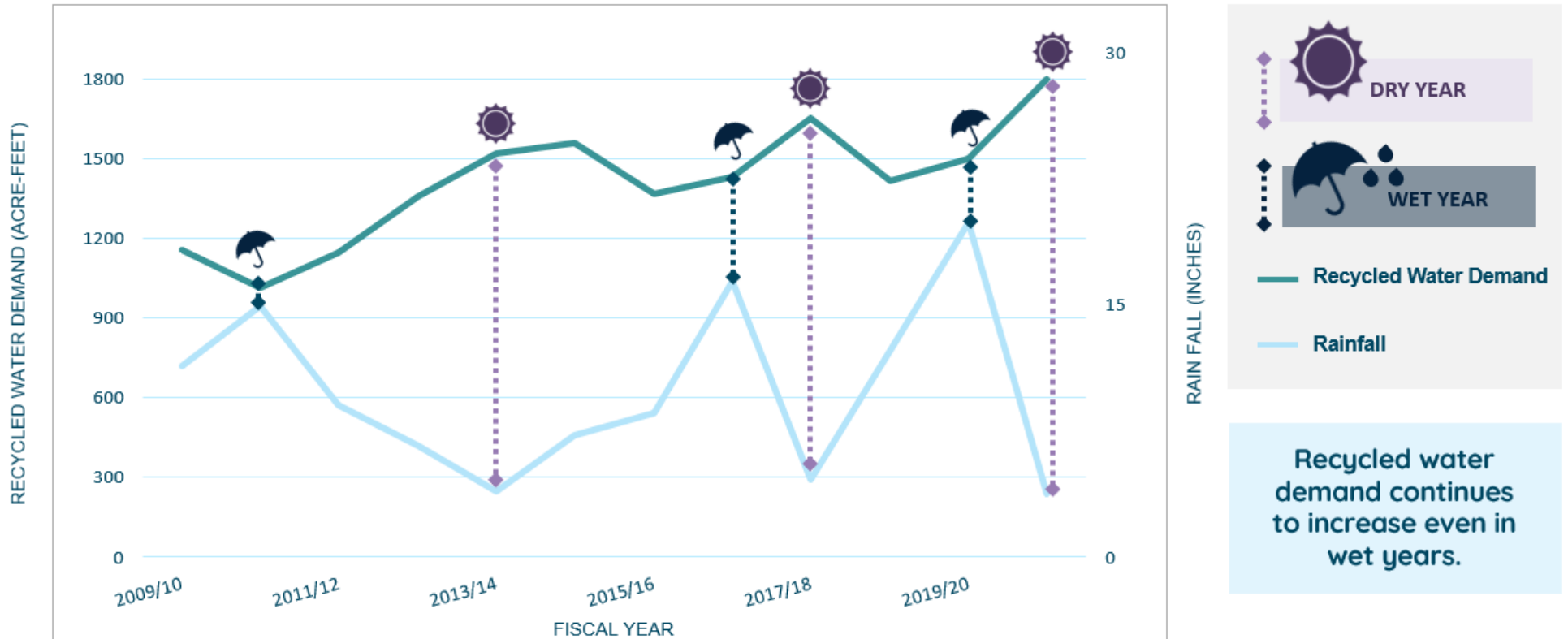


FIGURE 2: JUNE RECYCLED WATER DEMAND

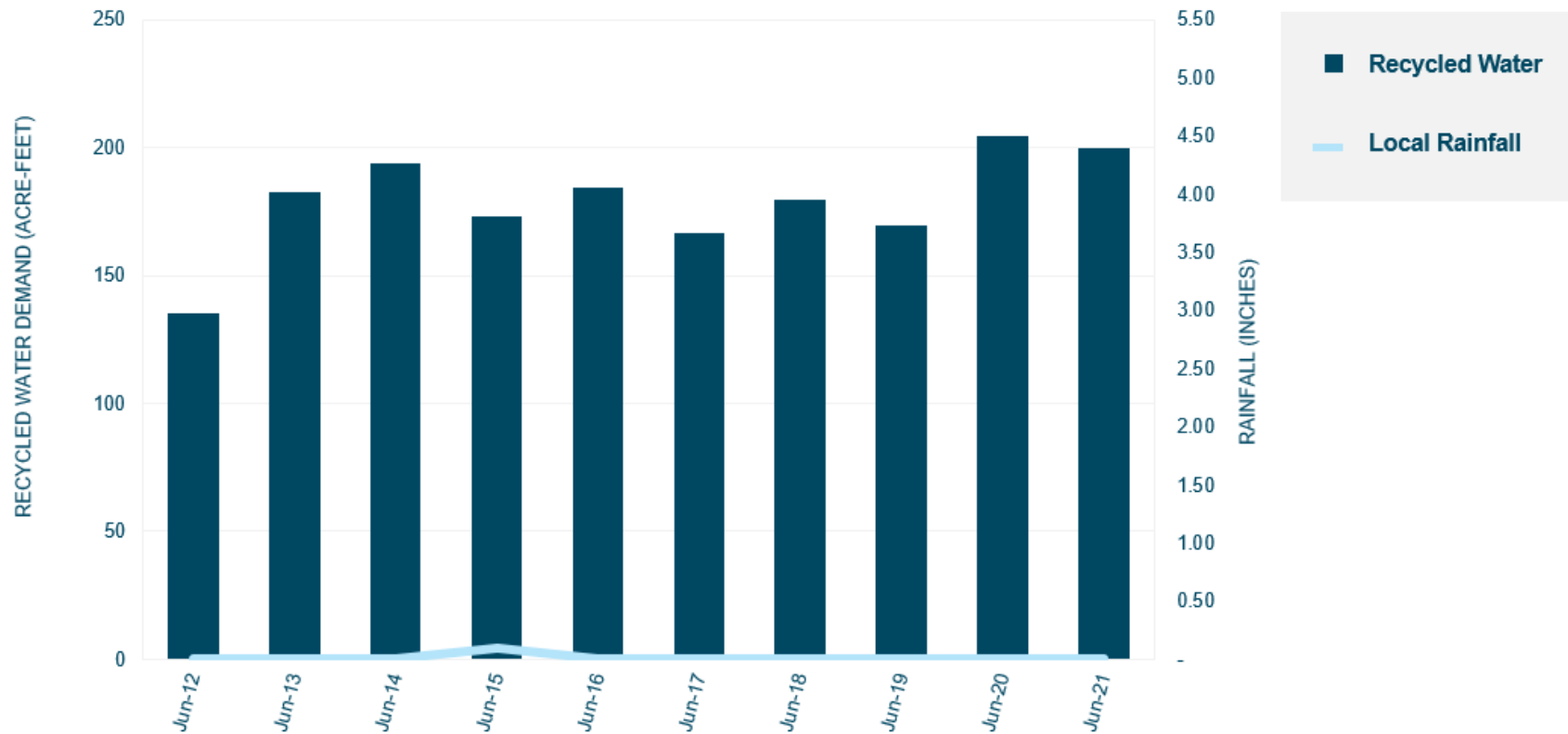
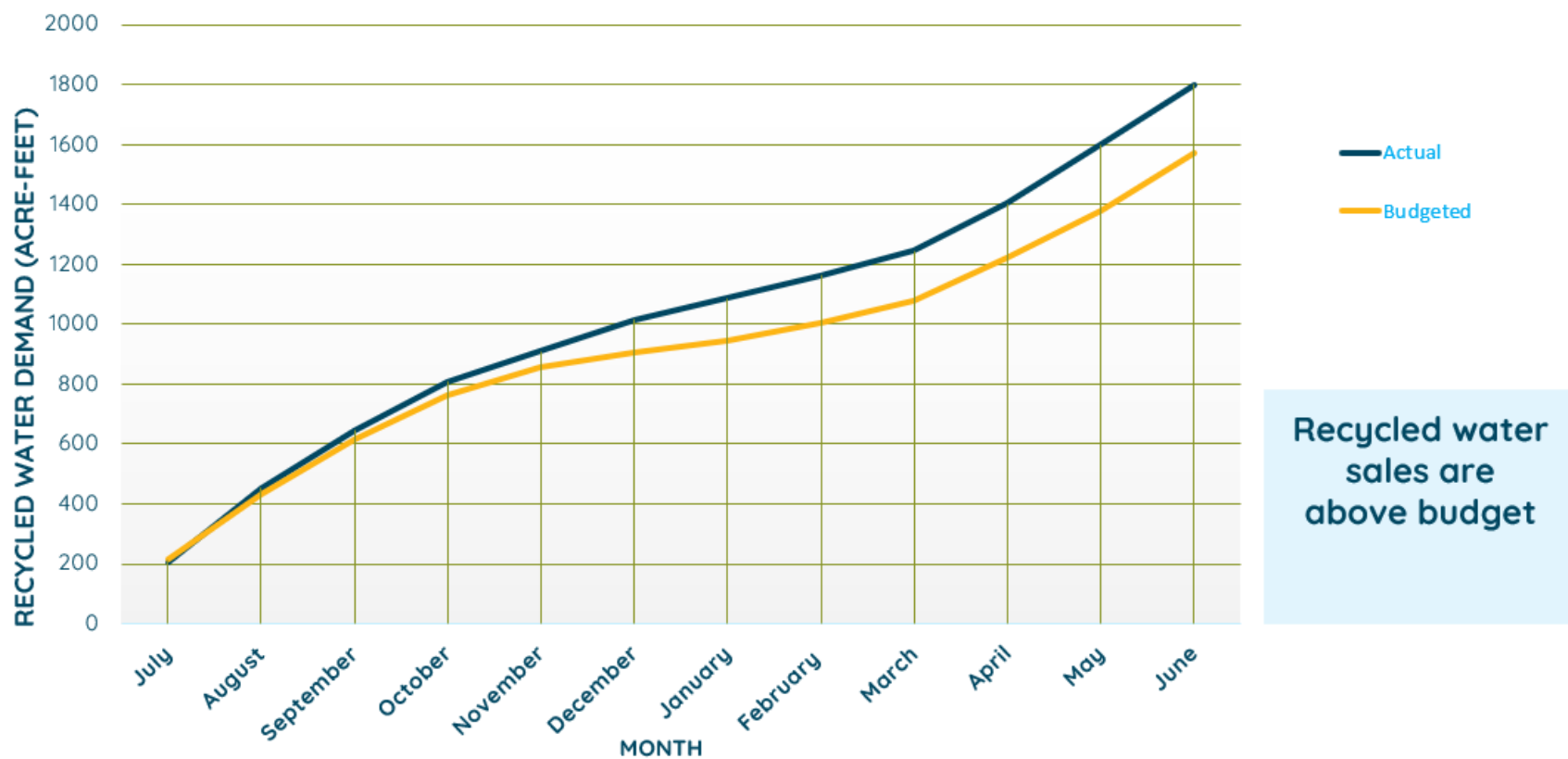


FIGURE 3: FY2020/21 CUMULATIVE DEMAND VS BUDGET



*

AGENDA ITEM NO. 11

SAN ELIJO JOINT POWERS AUTHORITY
MEMORANDUM

August 17, 2021

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 may meet monthly with one or more Board Members in preparation for the Board Meeting.

DISCUSSION

The General Manager has the following, reportable meetings:

1. Meeting with Board Chair Becker on June 10, 2021

FINANCIAL IMPACT

Per the SEJPA Restatement Agreement, SEJPA pays the Board Member \$160 for each reportable meeting. This month the financial impact of this staff report is \$160. These meetings are accounted for in our annual budget.

Respectfully submitted,



Michael T. Thornton, P.E.
General Manager

SAN ELIJO JOINT POWERS AUTHORITY
MEMORANDUM

August 19, 2021

TO: Board of Directors
San Elijo Joint Powers Authority

FROM: General Manager

SUBJECT: ACCEPT AND EXECUTE PROPOSITION 1, INTEGRATED REGIONAL WATER MANAGEMENT (IRWM), GRANT AGREEMENT FOR RECYCLED WATER INFRASTRUCTURE, AND EXECUTE SUPPORTING PROFESSIONAL SERVICE AGREEMENT

RECOMMENDATION

Authorize the General Manager to execute the following agreements:

1. Proposition 1, IRWM, Local Project Sponsor Agreement with San Diego County Water Authority for Grant Funding of \$2,820,000 for Recycled Water Infrastructure (Project 1-1-6-80074);
2. Professional services agreement with Hoch Consulting for grant administration support for an amount not to exceed \$132,060;
3. Discuss and take action as appropriate.

BACKGROUND

Integrated Regional Water Management (IRWM) is aimed at developing long-term water supply reliability, improving water quality, and protecting natural resources in California. The Statewide IRWM Program is supported by bond funding provided by the California Department of Water Resources (DWR) to fund competitive grants for projects that improve water resource management.

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

DISCUSSION

In 2019, SEJPA lead a multi-agency pursuit for Proposition 1, IRWM, grant funding for recycled water infrastructure within the service areas of SEJPA, Olivenhain Municipal Water District, and the City of Oceanside. Through a competitive selection process, the project was awarded

\$2,820,000. The project will implement a series of recycled water conveyance and storage reservoir improvements to expand and maximize recycled water storage, distribution, and use across service areas of multiple water purveyors.

This project has three components, described in detail below. The Project will result in approximately 80 million gallons per year of recycled water supply for mostly landscape and agricultural irrigation customers, which will diversify the local water supply and offset potable water use.

SEJPA Project Component 6.1: Recycled Water Storage & Pumping System Expansion

includes construction of 0.25 million gallon recycled water storage constructed at San Elijo Water Campus for finished water storage prior to distribution and the expansion of the existing distribution pump station to increase peak demand deliveries between three offsite system reservoirs.

City of Oceanside Project Component 6.2: Recycled Water Pipeline: North El Camino Real

– This will replace the existing 10-inch recycled water main with a larger main from the Oceanside San Luis Rey Water Reclamation Facility (SLRWRF) south on El Camino Real to the Fire Mountain neighborhood to serve current and new customers. The recycled water pipeline will extend east on North River Road from SLRWRF to Douglas Drive, south on Douglas Drive (including a crossing of the San Luis Rey River) and continue south on El Camino Real to Fire Mountain. The project will install approximately 36,100 linear feet of new pipeline and deliver over 200 AFY recycled water.

Olivenhain Water Project Component 6.3: Recycled Water Pipeline: South El Camino Real

– Construct approximately 3,700 linear feet of 6-inch pipe along South El Camino Real, from Calle Ryan to Manchester Avenue, within the City of Encinitas. The extension will serve 45 AFY of recycled water to nine customers for irrigation.

SEJPA served as the lead agency for this grant pursuit and will continue to serve as the grant administrator for the project team (SEJPA, Olivenhain Water, and the City of Oceanside). The project team recommends the selection of Hoch Consulting for Grant Administration Support for a 3-year term for \$132,060. Hoch Consulting is currently providing similar grant support to SEJPA and the City of Oceanside for IRWM grants and provides a strong understanding of the IRWM grant reporting requirements.

FINANCIAL IMPACT

Each project partner is responsible for the cost and completion of its project components. The City of Oceanside has the largest project cost estimated at \$9.8 million, followed by Olivenhain Water project cost estimated at \$1.4 million, and SEJPA project cost estimated at \$1.3 million.

Grant funding for the project partners is as follows:

Project Partner	Grant Funding
City of Oceanside	\$1,450,000
Olivenhain Water	\$750,000
SEJPA	\$620,000
TOTAL	\$2,820,000

Cost sharing for grant administration support services will be based on the grant value received by each project partner (51% Oceanside, 27% OMWD, 22% SEJPA). The recommended professional service agreement for grant support services totals \$132,060 for a 3-year term, or approximately \$44,020 per year. Cost sharing by the project partners for this effort is shown below in dollars:

Project Partner	Grant Support Cost Sharing
City of Oceanside	\$22,450 per year
Olivenhain Water	11,885 per year
SEJPA	\$9,685 per year
TOTAL	\$44,020 per year*

*Total agreement value not to exceed \$132,060 for 3-year term.

The financial impact of staff's recommendation is \$44,020 per year for a three-year period with the SEJPA being reimbursed \$34,335 per year by the project partners. The net annual financial impact is estimated at \$9,685 for the SEJPA, which will be funded by the Recycled Water Program that directly benefits from the grant.

At a future SEJPA Board meeting, staff will present engineering, construction management, and construction related contracts for the design and construction of the Recycled Water Storage & Pumping System Expansion Project, which this grant will fund at a total value of \$620,000. This project was identified to increase system supply delivery and improve operational performance with an estimated construction cost of \$1.3 million and was included in the 2021 Recycled Water Cost of Service Study.

RECOMMENDATION

Authorize the General Manager to execute the following agreements:

1. Proposition 1, IRWM, Local Project Sponsor Agreement with San Diego County Water Authority for Grant Funding of \$2,820,000 for Recycled Water Infrastructure (Project 1-1-6-80074);
2. Professional services agreement with Hoch Consulting for grant administration support for an amount not to exceed \$132,060;
3. Discuss and take action as appropriate.

Respectfully submitted,



Michael Thornton, P.E.
General Manager

Attachment 1: Proposition 1, IRWM, Local Project Sponsor Agreement

Attachment 2: Proposal - Hoch Consulting for grant administration support

**LOCAL PROJECT SPONSOR AGREEMENT BETWEEN THE SAN DIEGO COUNTY WATER
AUTHORITY AND SAN ELIJO JOINT POWERS AUTHORITY FOR THE INTEGRATED REGIONAL
WATER MANAGEMENT PROGRAM RELATED TO THE PROPOSITION 1 ROUND 1 INTEGRATED
REGIONAL WATER MANAGEMENT (IRWM) IMPLEMENTATION GRANT**

PROJECT 1-1-6-80074
(AGREEMENT NO. 1-1-6-80074)

This Agreement between the San Diego County Water Authority (Water Authority/Grantee), a county water authority, and San Elijo Joint Powers Authority (SEJPA), a Local Project Sponsor (LPS), sets forth the understanding of the Water Authority and the LPS (collectively Parties) for distribution of a grant award from the State of California Department of Water Resources (State).

RECITALS:

- 1) WHEREAS, in November 2014, California voters approved Proposition 1, the Water Quality, Supply, and Infrastructure Improvement Act of 2014, providing \$510 million in Integrated Regional Water Management to support projects included in State-approved and adopted Integrated Regional Water Management (IRWM) Plans, and
- 2) WHEREAS, to qualify for IRWM funding from Proposition 1, an IRWM planning region must have an IRWM Plan that is consistent with Water Code section 10530 et. seq. and been approved by the State, and the 2019 San Diego IRWM Plan has met those requirements, and
- 3) WHEREAS, since June of 2005, the City of San Diego, County of San Diego, and Water Authority have jointly operated as a Regional Water Management Group (RWMG) under successive Memoranda of Understanding (MOU) for purposes that include division of responsibilities regarding the IRWM Plan and for administration of IRWM grant monies awarded to the San Diego IRWM Region by the State, and
- 4) WHEREAS, on December 15, 2020, the RWMG executed a new MOU for the San Diego IRWM Plan and Grant Program for calendar years 2021 through 2025, replacing prior MOUs and any amendments, reaffirming the respective roles of each party, including the Water Authority as the responsible party for administration of IRWM grant monies.

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

- 1) **DEFINITIONS.** The following words and terms, unless otherwise defined, shall mean:
 - A. LPS means Local Project Sponsor. A LPS is a proponent of an individual project that will be funded as part of the IRWM Program from the State. The role of the LPS could be performed by entities such as the Water Authority, County of San Diego, City of San Diego, a Water Authority member agency, a municipality, a joint powers authority, a local public agency, a non-profit 501(c)(3) or a Native American tribe. The LPS for this Agreement is San Elijo Joint Powers Authority (SEJPA).
 - B. Grantee and Water Authority mean the San Diego County Water Authority.
 - C. Grant Agreement means Grant Agreement No. 4600013830 between the San Diego County Water Authority and the State of California, Department of Water Resources dated April 9, 2021, for the disbursement of \$15,336,336 in grant funds, and is available upon request.

D. Project (1-1-6-80074): **North County Recycled Water Project**

E. Agreement means this Local Project Sponsor Agreement between the Water Authority and the LPS for the performance of the Project and receipt of the grant funds allocated for that Project.

F. Grant/Grant funds/Grant funding/Grant amount means the funding awarded to the Project from the State under the Grant Agreement.

- 2) TERM OF AGREEMENT. The term of this Agreement begins on June 27, 2020, and terminates upon final payment plus three (3) years unless otherwise terminated or amended as provided in this Agreement. However, all work described in Exhibit A (Work Plan) must be completed by the date reflected in Exhibit C (Schedule) or by **September 30, 2025, whichever is sooner.**
- 3) GRANT AMOUNT. The maximum grant funds payable by this Agreement shall not exceed **\$2,820,000.**
- 4) COST SHARE. Cost Share is the amount needed to fund the project above the Grant amount. The LPS is to provide a minimum of 50% of total project costs, unless eligible to be waived, reflected as "Required Cost Share: Non-state Fund Source", as set forth in Exhibit B (Budget). Required Cost Share may include Eligible Project Costs directly related to Exhibit A incurred after January 1, 2015. A change in the Project's total costs may change the required Cost Share.

Other Cost Share is the amount necessary to fund the Project above the Grant amount and Required Cost Share. Other Cost Share will not be reviewed by the Water Authority or the State for invoicing purposes; however, the LPS is required to maintain all financial records associated with the Project in accordance with Exhibit H (State and Water Authority Audit Document Requirements for the LPS).

- 5) LPS RESPONSIBILITIES. LPS and its representatives shall:
 - A. Faithfully and expeditiously perform or cause to be performed all work as described in Exhibit A and in accordance with Exhibits B and C. LPS shall be responsible for oversight, compliance, and operations and maintenance of Project(s) identified in this Agreement.
 - B. LPS or its representatives shall perform regular inspections of any construction work in progress.
 - C. Accept and agree to comply with all terms, provisions, conditions, and written commitments of this Agreement, including all incorporated documents, and to fulfill all assurances, declarations, representations, and statements made by LPS in the application, documents, amendments, and communications filed in support of its request for funding.
 - D. Comply with all applicable California, federal, and local laws and regulations to execute this Agreement and implement the Project.
 - E. Fulfill its obligations under the Agreement and be responsible for the performance of the Project.
 - F. Obtain any and all permits, licenses, and approvals required for performing any work under this Agreement, including those necessary to perform design, construction, or operation and maintenance of the Project. LPS shall provide copies of permits and approvals to the Water Authority.
 - G. Be solely responsible for design, construction, and operation and maintenance of projects within Exhibit A (Work Plan). Review or approval of plans, specifications, bid documents or other construction documents by the State is solely for the purpose of proper administration of funds by the State, or the Water Authority, and shall not be deemed to relieve or restrict responsibilities of LPS under this Agreement.

- H. Be solely responsible for all work and for persons or entities engaged in work performed pursuant to this Agreement, including, but not limited to, contractors, subcontractors, suppliers, and providers of services. The LPS shall be responsible for any and all disputes arising out of its contracts for work on the Project, including but not limited to payment disputes with contractors and subcontractors. The Water Authority will not mediate disputes between the LPS and any other entity concerning responsibility for performance of work.
- I. LPS shall fulfill its obligations in a manner that is consistent with this Agreement, the Grant Agreement (4600013830), and the IRWM Program.
- J. LPS shall reimburse the Water Authority for grant administration services costs as provided in Exhibit J through the term of this Agreement, three years after final payment, as prescribed in Paragraph 2, "Term of Agreement."
- K. The LPS has reviewed and shall demonstrate compliance with all eligibility criteria as set forth on pages 9-11, inclusive, of the 2019 IRWM Implementation Grant Program (Program) Guidelines (2019 Guidelines). The 2019 IRWM Program Guidelines are available here: [Guidelines https://water.ca.gov/Work-With-Us/Grants-And-Loans/IRWM-Grant-Programs/Proposition-1/Implementation-Grants](https://water.ca.gov/Work-With-Us/Grants-And-Loans/IRWM-Grant-Programs/Proposition-1/Implementation-Grants)

6) GENERAL CONDITIONS.

- A. Unless exempt as per the 2019 IRWM Implementation Grant Proposal Solicitation Package, project(s) that are subject to the California Environmental Quality Act (CEQA) including final land purchases, shall not be included in this Agreement until the CEQA process is completed and all permits necessary to begin construction are acquired. Projects providing at least 75% of benefits to a disadvantaged community (DAC), economically distressed area (EDA), and/or Tribe (based on population or geography), or projects implemented by Tribes will be exempt from this requirement.
 - i. Such projects are included in the Agreement as a placeholder. Placeholder projects are not eligible for grant reimbursement and may not submit invoices to DWR until such time as they are fully included in the Agreement.
 - ii. Placeholder projects that complete CEQA and/or acquire permits (necessary to begin construction) within eighteen (18) months of the agreement execution date will be amended into the agreement. At the end of the eighteen (18)-month term, any placeholder projects that fail to complete CEQA and/or acquire permits will be deleted from the Agreement. The total grant award will be reduced by the amount of the deleted project(s). Replacement projects will not be allowed. Reduced amount will be made available to the respective Funding Area in future funding rounds on a competitive basis. Deleted placeholder projects will not be eligible to receive any grant reimbursement under this Agreement; however, such project could be eligible under the next round of grant solicitation.
- B. The Water Authority shall have no obligation to disburse money for the Project under this Agreement until the LPS has satisfied the following conditions (if applicable):
 - i. For the term of this Agreement, the LPS shall submit quarterly Progress Reports which may accompany an invoice and all invoice backup documentation (\$0 invoices are acceptable). The quarterly Progress Report shall be submitted no later than the fifteenth day of the month following the end of the Calendar Quarter (i.e. reports are due April 15, July 15, October 15, and January 15) and all other deliverables as required by Paragraph 15, "Submission of Reports" and Exhibit A (Work Plan).

- ii. Prior to the commencement of construction or implementation activities, if applicable, the LPS shall cause to be submitted to the State, via the Water Authority, the following:
 - 1. Final plans and specifications certified, signed and stamped by a California Registered Civil Engineer (or equivalent registered professional, as appropriate) to certify compliance for the approved Project, as listed in Exhibit A of this Agreement.
 - 2. Work that is subject to the California Environmental Quality Act (CEQA) (including final land purchases) shall not proceed under this Agreement until the following actions are performed:
 - a) The LPS submits to the Water Authority all applicable environmental permits, as indicated on the Environmental Information Form to the State,
 - b) Documents that satisfy the CEQA process are received by the State, via the Water Authority,
 - c) The State has completed its CEQA process as a Responsible Agency, and
 - d) The LPS receives written notification from the State via the Water Authority of concurrence with the Lead Agency's CEQA documents (s) and State's notice of verification of environmental permit submittal.

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

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

7) DISBURSEMENT OF GRANT FUNDS FROM THE STATE VIA THE WATER AUTHORITY.

Pursuant to Paragraph 9 "Method of Payment for Reimbursement" and subject to the availability of funds disbursed to the Water Authority by the State, the Water Authority will release to the LPS, through normal Water Authority processes, the grant reimbursement amount approved by and received from the State for reimbursement to the LPS. Notwithstanding any other provision of this Agreement, no disbursement shall be required at any time or in any manner which is in violation of, or in conflict with, federal or state laws, rules, or regulations, or which may require any rebates to the federal government, or any loss of tax-free status on state bonds, pursuant to any federal statute or regulation. Any and all money disbursed to the LPS under this Agreement and all interest earned by the LPS shall be used solely to pay Eligible Project Costs.

- 8) ELIGIBLE PROJECT COST. The LPS shall apply State grant funds received only to Eligible Project Costs in accordance with applicable provisions of the law and Exhibit B (Budget). Eligible Project Costs include the reasonable costs of studies, engineering, design, land and easement acquisition and associated legal fees, preparation of environmental documentation, environmental mitigations, monitoring, and project construction. Reimbursable administrative expenses are the necessary

costs incidental but directly related to the Project included in this Agreement. Costs incurred after June 26, 2020, may be eligible for reimbursement.

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

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

- 9) **METHOD OF PAYMENT FOR REIMBURSEMENT.** After the disbursement requirements in Paragraph 6, "General Conditions" are met, the Water Authority will disburse the whole or portions of State grant funding received from the State to the LPS, following receipt from the LPS of an electronic invoice transmitted via the Water Authority's IRWM grants webtool (or other methods as directed by the Water Authority) for costs incurred, including Cost Share, and timely Quarterly Progress Reports as required by Paragraph 15, "Submission of Reports." Payment will be made no more frequently than quarterly in arrears, upon receipt of an invoice bearing the LPS Agreement number. Quarterly Progress Reports must accompany an invoice (\$0 invoices are acceptable) and shall be submitted within 15 days following the end of the quarter (i.e., invoices are due April 15, July 15, October 15, and January 15). The Water Authority will notify the LPS, in a timely manner, whenever, upon review of an invoice, the Water Authority or the State determines that any portion or portions of the costs claimed are not eligible costs or are not supported by documentation or receipts acceptable to the State. The LPS may, within fifteen (15) calendar days of the date of receipt of such notice, submit additional documentation to the Water Authority to cure such deficiency(ies). If the LPS fails to submit adequate documentation curing the deficiency(ies), the

Water Authority or State will adjust the pending invoice by the amount of ineligible or unapproved costs.

Invoices submitted by the LPS shall include the following information:

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

All invoices submitted shall be accurate and signed under penalty of law. Any and all costs submitted pursuant to this Agreement shall only be for the tasks set forth herein. The LPS shall not submit any invoice containing costs that are ineligible or have been reimbursed from other funding sources unless required and specifically noted as such (i.e., cost share). Any eligible costs for which the LPS is seeking reimbursement shall not be reimbursed from any other source. Double or multiple billing for time, services, or any other eligible cost is illegal and constitutes fraud. Any suspected occurrences of fraud, forgery, embezzlement, theft, or any other misuse of public funds may result in suspension of disbursements of grant funds and/or termination of this Agreement requiring the repayment of all funds disbursed hereunder plus interest. Additionally, the State and the Water Authority may request an audit pursuant to Exhibit D, Standard Conditions, Paragraph D.5, "Audits", and refer the matter to the Attorney General's Office or the appropriate district attorney's office for criminal prosecution or the imposition of civil liability. (Civ. Code, §§ 1572-1573; Pen. Code, §§ 470, 487-489.)

- 10) ADVANCED PAYMENT. Water Code section 10551 authorizes advanced payment by the State for projects included and implemented in an applicable Integrated Regional Water Management Plan, and when the project proponent is a nonprofit organization; a disadvantaged community (DAC); or the project benefits a DAC. If a project is awarded less than \$1,000,000 in grant funds, the project proponent may receive an advanced payment of fifty (50) percent of the grant award; the remaining fifty (50) percent of the grant award will be reimbursed in arrears after the advanced funds of a budget category have been fully expended. Within thirty (30) calendar days of execution of the

Agreement, the LPS may provide the Water Authority an Advanced Payment Request. Advanced Payment Requests received thirty-one (31) calendar days after the execution of this Agreement will not be eligible to receive an advanced payment.

A. LPS requesting the advanced payment shall include:

- i. Descriptive information of the Project with an update on Project status.
- ii. Identification as to whether the LPS, or any of its local project proponents (LPP) are nonprofit organizations or a DAC, or whether the Project benefits a DAC.
- iii. A detailed Funding Plan which includes how the advanced payment will be expended (in terms of workplan, budget, and schedule) within a timeframe agreed upon by the Water Authority and the LPS. The Funding Plan must clearly identify the total budget (at Budget Category Level) for the Project clearly showing the portion of advanced payment and reimbursement funds.
- iv. Any other information that the Water Authority may deem necessary.

B. Upon review and approval of the Advanced Payment Request submitted to the State by the Water Authority on behalf of the LPS, the State will authorize release of grant funds in the fully requested amount for the qualified Project to the Water Authority, and the Water Authority will release the funds to the LPS. Based on the Project's Funding Plan and other considerations, the State may determine it is not prudent to advance the full request in a single disbursement. In such a case, the State and the Water Authority will develop a "Disbursement Schedule" to disburse funds in installments. This Disbursement Schedule may change based on the Project's ongoing compliance with the Advanced Payment requirements and the Project's cash flow needs.

C. Once the Advanced Payment Request is authorized by the State, the LPS shall submit to the Water Authority an Advanced Payment Invoice(s) for the initial amount based on the "Disbursement Schedule" to the Water Authority's IRWM grants webtool (or other methods as directed by the Water Authority) with signature and date of the LPS's Project Manager, as indicated in Paragraph 25, "Project Managers." The Water Authority shall be responsible for the timely distribution of the advanced funds to the LPS. The Advanced Payment Invoice(s) shall be submitted on forms provided by the Water Authority and shall meet the following format requirements:

- i. Invoice shall contain the date of the invoice, the time period covered by the invoice, and the total amount due.
- ii. Invoice shall be itemized based on the budget categories specified in Exhibit B (Budget).
- iii. The Water Authority will notify the LPS, in a timely manner, when, upon review of an Advance Payment Invoice, the State determines that any portion or portions of the costs claimed are not eligible costs. The LPS may, within fifteen (15) calendar days of the date of receipt of such notice, submit additional documentation to cure such deficiency(ies).
- iv. On a quarterly basis, the LPS will submit an Accountability Report to the Water Authority that demonstrates how actual expenditures compare with the scheduled budget. The Accountability Report shall include the following information:
 1. An itemization of how advanced funds have been spent to date (Expenditure Report), including documentation that supports the disbursements (e.g., contractor invoices, receipts, personnel hours, etc.). Accountability Reports shall be itemized based on the budget categories (i.e., tasks) specified in Exhibit B.

2. An updated Accountability Report including an updated Funding Plan that depicts how the remaining advanced funds will be expended and the activities and deliverables associated with the advanced funds within the timeframe agreed upon by DWR and the LPS when the advanced payment request was approved.
 3. Documentation that the funds were placed in a non-interest bearing account, including the dates of deposits and withdrawals from that account.
 4. Proof of distribution of advanced funds to LPS(s), if applicable.
 - v. The Water Authority will notify the LPS, in a timely manner, when, upon review of the Accountability Report, the State determines that any portion of the expenditures claimed are not eligible costs. The LPS may, within fifteen (15) calendar days of the date of receipt of such notice, submit additional documentation to cure such deficiency(ies). If costs are not consistent with the tasks in Exhibit A, the claim will be rejected and the costs removed from the Accountability Report.
 - D. Once the LPS has spent all advanced funds in a budget category, then the method of payment will revert to the reimbursement process for that budget category specified in Paragraph 9, "Method of Payment for Reimbursement."
- 11) REPAYMENT OF ADVANCES. The Water Authority may demand repayment from the LPS of all or any portion of the advanced funding along with interest at the California general obligation bond interest rate at the time the Water Authority notifies the LPS, as directed by the State, and take any other action that it deems necessary to protect its interests for the following conditions:
- A. The Project is not being implemented in accordance with the provisions of the Agreement.
 - B. The LPS has failed in any other respect to comply with the provisions of this Agreement, and if the LPS does not remedy any such failure to the Water Authority's satisfaction.
 - C. Failure by the LPS to submit complete and accurate quarterly Accountability Reports by the required due dates, unless otherwise approved by the Water Authority.
 - D. Failure to deposit funds in a non-interest-bearing account.
 - E. Use of Advance Payment funds for ineligible expenses and/or activities not consistent with this Agreement.
 - F. Inappropriate use of funds, as deemed by the Water Authority and/or the State.
 - G. Repayment amounts may also include:
 - i. Actual costs incurred which are not consistent with the activities presented in Exhibit A, not supported, or are ineligible.
 - ii. Advanced funds which are not fully expended by Project completion, notwithstanding Water Code section 10551(c)(4). Unused grant funds shall be returned to the Water Authority within thirty (30) calendar days.

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

12) WITHHOLDING OF DISBURSEMENTS BY THE WATER AUTHORITY.

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

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

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

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

Should an event of default occur, the Water Authority shall provide a notice of default to the LPS and shall give the LPS at least ten (10) calendar days to cure the default with notice established pursuant to Paragraph 22, "Notices." If the LPS fails to cure the default within the time prescribed by the Water Authority, the Water Authority may do any of the following:

- i. Declare the funding be immediately repaid, with interest, which shall be equal to State of California general obligation bond interest rate in effect at the time of the default.
- ii. Terminate any obligation to make future payments to the LPS.
- iii. Terminate this Agreement.
- iv. Take any other action that it deems necessary to protect its interests.

14) CONTINUING ELIGIBILITY. The LPS shall meet the following ongoing requirement(s) and all eligibility criteria outlined in the 2019 Guidelines to remain eligible to receive Grant funds:

- A. An urban water supplier that receives Grant funds pursuant to this Agreement shall maintain compliance with the Urban Water Management Planning Act (UWMP; Wat. Code, § 10610 et seq.) and Sustainable Water Use and Demand Reduction (Wat. Code, § 10608 et seq.) as set forth on page 11 of the 2019 Guidelines and as stated on page 22 of the Proposal Solicitation Package, available online at: <https://water.ca.gov/Work-With-Us/Grants-And-Loans/IRWM-Grant-Programs/Proposition-1/Implementation-Grants>.
- B. An agricultural water supplier receiving Grant funds shall comply with Sustainable Water Use and Demand Reduction requirements outlined in Water Code section 10608, et seq. and have their Agricultural Water Management Plan (AWMP) deemed consistent by the State. To maintain eligibility and continue funding disbursements, an agricultural water supply shall have their 2015 AWMP identified on the State's website. For more information, visit the website listed in Appendix A in the 2019 Guidelines.
- C. A surface water diverter receiving Grant funds shall maintain compliance with diversion reporting requirements as outlined in Water Code section 5100 et. seq.
- D. If applicable, the LPS shall demonstrate compliance with the Sustainable Groundwater Management Act (SGMA) set forth on page 10 of the 2019 Guidelines.
- E. If the LPS has been designated as a monitoring entity under the California Statewide Groundwater Elevation Monitoring (CASGEM) Program, the LPS shall maintain reporting compliance, as required by Water Code section 10932 and the CASGEM Program.
- F. The LPS shall adhere to the protocols developed pursuant to The Open and Transparent Water Data Act (Wat. Code, § 12406, et seq.) for data sharing, transparency, documentation, and quality control.

15) SUBMISSION OF REPORTS. The submittal and approval of all reports is a requirement for the successful completion of this Agreement. Reports shall meet generally accepted professional standards for technical reporting and shall be proofread for content, numerical accuracy, spelling, and grammar prior to submittal to the Water Authority. All reports shall be submitted to the Water Authority's Project Manager and shall be submitted via the Water Authority's IRWM grants webtool (or other methods subsequently directed in writing). If requested, the LPS shall provide within 5 business days any additional requested information deemed necessary by the Water Authority for the approval of reports. Reports shall be presented in the formats described in the applicable portion of Exhibit F (Report Formats and Requirements). The timely submittal of reports is a requirement for initial and continued disbursement of Grant funds. Submittal and subsequent approval by the State of a Project Completion Report is a requirement for the release of any funds retained for the Project.

- A. Quarterly Progress Reports: The LPS shall submit quarterly Progress Reports to meet the Water Authority's requirement for disbursement of Grant funds. Progress Reports shall be uploaded via the Water Authority's IRWM grants webtool (or other methods subsequently directed in writing). Progress Reports shall, in part, provide a brief description of the work

performed, the LPS's activities, milestones achieved, meetings held and/or attended, any accomplishments and any problems encountered in the performance of the work under this Agreement during the reporting period. The first Progress Report must accompany an invoice (\$0 invoices are acceptable) and shall be submitted within fifteen (15) days following the end of the Calendar Quarter.

- B. Accountability Report: The LPS shall prepare and submit to the Water Authority an Accountability Report with the quarterly Progress Report if the LPS received an advanced payment, consistent with the provisions in Paragraph 10, "Advanced Payment."
- C. Project Completion Report: The LPS shall prepare and submit to the Water Authority a Project Completion Report for the Project (or a Component Completion Report, if a Project has multiple Components) within sixty (60) calendar days of Project/Component completion in the format outlined in Exhibit F.
- D. Post-Performance Reports: The LPS shall prepare and submit to the Water Authority Post-Performance Reports within sixty (60) calendar days after the first operational year of the Project has elapsed. This record keeping and reporting process shall be repeated annually for a total of three (3) years after the Project begins operation.

16) OPERATION AND MAINTENANCE OF PROJECT. For the useful life of construction and implementation projects and in consideration of the Grant funding made available by the State via the Water Authority, the LPS agrees to ensure or cause to be performed the commencement and continued operation of the Project, and shall ensure or cause the Project to be operated in an efficient and economical manner; shall ensure all repairs, renewals, and replacements necessary to the efficient operation of the same are provided; and shall ensure or cause the same to be maintained in as good and efficient condition as upon its construction, ordinary and reasonable wear and depreciation excepted. The Water Authority shall not be liable for any cost of such maintenance, management, or operation. The LPS or their successors may, with the written approval of the Water Authority, transfer this responsibility to use, manage, and maintain the property. For purposes of this Agreement, "useful life" means period during which an asset, property, or activity is expected to be usable for the purpose it was acquired or implemented; "operation costs" include direct costs incurred for material and labor needed for operations, utilities, insurance, and similar expenses, and "maintenance costs" include ordinary repairs and replacements of a recurring nature necessary for capital assets and basic structures and the expenditure of funds necessary to replace or reconstruct capital assets or basic structures. Refusal by the LPS to ensure operation and maintenance of the Projects in accordance with this provision may, at the option of the Water Authority, be considered a breach of this Agreement and may be treated as default under Paragraph 13, "Default Provisions."

17) MONITORING PLAN REQUIREMENTS. A Monitoring Plan shall be submitted to the Water Authority prior to disbursement of Grant funds for construction or monitoring activities. The Monitoring Plan should incorporate Post-Performance Monitoring Report requirements as defined and listed in Exhibit F, and follow the guidance provided in Exhibit I (Project Monitoring Plan Guidance).

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

19) INDEMNIFICATION.

- A. To the fullest extent permitted by law, the LPS shall:
 - i. immediately defend, and
 - ii. indemnify the Water Authority, the State, and their directors, officers, and employees from and against all liabilities including, regardless of nature or type arising out of or resulting from LPS' performance of services under this agreement including but not limited to any claims or damages arising from planning, design, construction, maintenance and/or, or any negligent or wrongful act or omission of the LPS or LPS' officers, employees, agents, or subcontractors and in any breach of this Agreement. Liabilities subject to the duties to defend and indemnify include, without limitation all claims, losses, damages, penalties, fines, and judgments; associated investigation and administrative expenses; defense costs, including but not limited to reasonable attorneys' fees; court costs; and costs of alternative dispute resolution. The LPS' obligation to indemnify applies unless it is adjudicated that its liability was caused by the sole negligence or willful misconduct of an indemnified party. If it is finally adjudicated that liability is caused by the comparative active negligence or willful misconduct of an indemnified party, the LPS indemnification obligation shall be reduced in proportion to the established comparative liability of the indemnified party.
- B. The duty to defend is a separate and distinct obligation from the LPS's duty to indemnify. The LPS shall be obligated to defend, in all legal, equitable, administrative, or special proceedings, with counsel approved by the Water Authority and State, the Water Authority and State, their directors, officers, and employees, immediately upon tender to the LPS of the claim in any form or at any stage of an action or proceeding, whether or not liability is established. An allegation or determination of comparative active negligence or willful misconduct by an indemnified party does not relieve the LPS from its separate and distinct obligation to defend Water Authority and State. The obligation to defend extends through final judgment, including exhaustion of any appeals.
- C. The review, acceptance or approval of the LPS's work or work product by any indemnified party shall not affect, relieve or reduce the LPS's indemnification or defense obligations. This Paragraph survives completion of the services or the termination of this contract. The provisions of this Paragraph are not limited by and do not affect the provisions of this contract relating to insurance.

20) INSURANCE:

- A. The LPS shall procure and maintain Insurance and Bonds as required in the Grant Agreement with the State until Project completion.
- B. The LPS shall procure and maintain during the period of performance of this Agreement insurance from insurance companies admitted doing business in the State of California, as set forth in this Paragraph or as additionally required by supplemental condition. An approved combination of pooled and self-insurance coverage is an acceptable alternative for General Liability coverage. This policy shall be primary insurance as to the Water Authority so that any other coverage held by the Water Authority shall not contribute to any loss under the LPS' insurance. Coverage may be provided by a combination of primary and excess insurance policies, provided all insurers meet the requirements of this Paragraph.
- C. All insurance shall cover occurrences during the coverage period.

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

i. The following insurance and limits are required for the agreement:

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

E. The insurance policies shall be endorsed as follows:

- i. For the general commercial liability as well as excess or umbrella insurance covering risks within the scope of that type of insurance, the San Diego County Water Authority, its directors, officers, employees and agents and the State of California, its directors, officers, employees and agents are included as additional insureds with regards to liability and defense of suits or claims arising from the operations, products and activities performed by or on behalf of the Named Insured. The LPS's insurance applies separately to each insured, including insureds added pursuant to this Paragraph, against whom claim is made or suit is brought except with respect to the policy limits of liability. The inclusion of any person or entity as an insured shall not affect any right which the person or entity would have as a claimant if not so included. Any failure of the named insureds to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the insureds added pursuant to this Paragraph. The additional insured endorsement shall provide coverage at least as broad as ISO form CG 20 10 11 85.
- ii. The LPS insurance shall be primary. Any other insurance or self-insurance available to the Water Authority or persons stated in Paragraph 20.E.i. shall be in excess of and shall not contribute to the Contractor's insurance.
- iii. The insurance shall not be canceled or materially reduced in coverage except after 30 days prior written notice receipted delivery has been given to the Water Authority, except 10 days' notice shall be allowed for non-payment of premium.

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

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

H. Additional Insured: All Consultants/Contractors performing the scope of work on behalf of the LPS shall name the Water Authority and State (including their directors, officers, employees, and agents) as an additional insured on their Commercial General Liability policy and the policy shall be endorsed with use of an ISO form CG 20 10 10 93 or equivalent.

21) NOTIFICATION OF WATER AUTHORITY. The LPS shall promptly notify the Water Authority, in writing, of the following items:

- A. Events or proposed changes that could affect the scope, budget, or work performed under this Agreement. The LPS agrees that no substantial change in the scope of the Project will be

undertaken until written notice of the proposed change has been provided to the Water Authority and the Water Authority has given written approval for such change. Substantial changes generally include changes to the scope of work, schedule or term, and budget.

- B. Any public or media event publicizing the accomplishments and/or results of this Agreement and provide the opportunity for attendance and participation by the Water Authority' and State's representatives. The LPS shall make such notification at least thirty (30) calendar days prior to the event.
- C. Discovery of any potential archaeological or historical resource. Should a potential archaeological or historical resource be discovered during construction, the LPS agrees that all work in the area of the find shall cease until a qualified archaeologist has evaluated the situation and made recommendations regarding preservation of the resource, and the Water Authority in consultation with the State has determined what actions should be taken to protect and preserve the resource. The LPS agrees to implement appropriate actions as directed by the Water Authority.
- D. The initiation of any litigation or the threat of litigation against the LPS or an LPS regarding the Project or which may affect the Project in any way.
- E. Applicable to construction projects only: Final inspection of the completed work on the Project by a Registered Professional (Civil Engineer, Engineering Geologist, or other State approved certified/licensed Professional), in accordance with Exhibit D. The LPS shall notify the Water Authority's Project Manager of the inspection date at least thirty (30) calendar days prior to the inspection in order to provide the Water Authority and State the opportunity to participate in the inspection.

22) NOTICES. Any notice, demand, request, consent, or approval that either party desires or is required to give to the other party under this Agreement shall be in writing. Notices may be transmitted by any of the following means:

- A. By delivery in person.
- B. By certified U.S. mail, return receipt requested, postage prepaid.
- C. By "overnight" delivery service; provided that next-business-day delivery is requested by the sender.
- D. By electronic means.
- E. Notices delivered in person will be deemed effective immediately on receipt (or refusal of delivery or receipt). Notices sent by certified mail will be deemed effective given ten (10) calendar days after the date deposited with the U.S. Postal Service. Notices sent by overnight delivery service will be deemed effective one business day after the date deposited with the delivery service. Notices sent electronically will be effective on the date of transmission, which is documented in writing. Notices shall be sent to the addresses listed below. Either party may, by written notice to the other, designate a different address that shall be substituted for the one below.

23) PERFORMANCE EVALUATION. Upon completion of this Agreement, the LPS's performance may be evaluated by the Water Authority and a copy of the evaluation placed in the Water Authority's file and a copy sent to the LPS.

24) GRANT FUNDING REALLOCATION. Grant funding awarded to the Project may be reallocated to one or more projects if one of the conditions stated in the *IRWM Administrative Policy and Procedures for Reallocation of Grant Funding* has been met. The LPS confirms it has reviewed the

policy and will abide by its terms, such policy available at: <http://www.sdirwmp.org/agreements-policies>.

25) **PROJECT MANAGERS.** Either Party may change its Project Manager upon written notice to the other Party. The Water Authority's Project Manager shall be its representative for the administration of this Agreement and shall have full authority to act on behalf of the Water Authority, including the authority to execute all payment requests. The LPS Project Manager shall be its representative for the administration of this Agreement and shall have full authority to act on behalf of the LPS, including the authority to execute all payment requests, demand, request, consent, or approval that either Party desires or is required to give to the other Party under this Agreement in writing. The Project Managers during the term of this Agreement are as follows:

San Elijo Joint Powers Authority

Christopher A. Trees, PE
Director of Operations
2695 Manchester Avenue
Cardiff by the Sea, CA 92007-7077
Phone: (760) 753-6203 x70
Email: Treesc@sejpa.org

San Diego County Water Authority

Loisa O. Burton
San Diego IRWM Program Grants Administrator
4677 Overland Ave
San Diego, CA 92123
Phone: (858) 522-6739
Email: lburton@sdewa.org

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

- Exhibit A Work Plan
- Exhibit B Budget
- Exhibit C Schedule
- Exhibit D Standard Conditions
- Exhibit E Local Project Sponsor Agency Designation and Project Location
- Exhibit F Report Formats and Requirements
- Exhibit G Requirements for Data Submittal
- Exhibit H State and Water Authority Audit Document Requirements for the LPS
- Exhibit I Project Monitoring Plan Guidance
- Exhibit J Reimbursement to the Water Authority for Grant Administration Services Costs

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

SAN DIEGO COUNTY WATER AUTHORITY Approved as to form and legality:

By: _____
Kelley Gage
Director of Water Resources

By: _____
Anna Brathwaite
Assistant General Counsel

Date: _____

Date: _____

SAN ELIJO JOINT POWERS AUTHORITY

Approved as to form and legality:

By: _____
Michael T. Thornton
General Manager

By: _____
Greg Moser
General Counsel

Date: _____

Date: _____

EXHIBIT A**WORK PLAN****PROPOSITION 1 ROUND 1 SAN DIEGO IRWM IMPLEMENTATION GRANT****PROJECT 6: North County Recycled Water Project****IMPLEMENTING AGENCY: San Elijo Joint Powers Authority (SEJPA)**

PROJECT DESCRIPTION: The project will implement a series of recycled water conveyance and storage reservoir improvements to expand and maximize recycled water storage, distribution, and use across service areas of multiple water purveyors. Approximately 39,880 linear feet of new pipeline will be constructed, an existing distribution pump station will be expanded by up to 1,200 gallons per minute (gpm), and a 0.25 million-gallon recycled water storage will be constructed at the San Elijo Water Reclamation Facility (SEWRF). This project has three components, described in detail below. The Project will result in approximately 245 acre-feet per year (AFY) of recycled water supply for mostly landscape and agricultural irrigation customers, which will offset potable use.

Component 6.1: Recycled Water Storage and Pumping System Expansion – Project includes construction of a 0.25 million gallon recycled water storage constructed at SEWRF for finished water storage, prior to distribution and expansion of the existing distribution pump station to increase peak demand deliveries.

Existing distribution pump station capacity will be increased with the construction of 150 horsepower pump motor, 1,200 gpm vertical turbine pump, approximately 80 linear feet of 12-inch diameter ductile iron connecting piping, 12-inch diameter gate and check valves, altitude valves, and other electrical, SCADA, and appurtenances necessary for automated control and operation to move water efficiently between the existing three offsite system reservoirs.

Component 6.2: Recycled Water Pipeline: North El Camino Real – This will replace the existing 10-inch recycled water main with a larger main from the San Luis Rey Water Reclamation Facility (SLRWRF) south on El Camino Real to the Fire Mountain neighborhood to serve current and new customers. The recycled water pipeline will extend east on North River Road from SLRWRF to Douglas Drive, south on Douglas Drive (including a crossing of the San Luis Rey River) and continue south on El Camino Real to Fire Mountain. This system will install approximately 36,100 linear feet of new pipeline and deliver over 200 AFY recycled water.

Component 6.3: Recycled Water Pipeline: South El Camino Real – Construct approximately 3,700 linear feet of 6-inch pipe along South El Camino Real, from Calle Ryan to Manchester Avenue, within the City of Encinitas. The extension will serve 45 AFY of recycled water to nine customers for irrigation.

Budget Category (a): Project Administration**Task 1: Project Management**

Manage contract with Grantee including compliance with grant requirements, and preparation and submission of supporting grant documents. Prepare invoices including relevant supporting documentation for submittal to DWR via Grantee. This task also includes administrative responsibilities associated with the project such as coordinating with partnering agencies and managing consultants/contractors.

Deliverables:

- Invoices and associated backup documentation

Task 2: Reporting

Prepare progress reports detailing work completed during reporting period as outlined in Exhibit F of this Agreement. Submit reports to DWR, via Grantee.

Prepare a Project Completion Report and submit to DWR, via Grantee, no later than 90 days after project completion for DWR Project Manager's comment and review. The report shall be prepared and presented in accordance with guidance as outlined in Exhibit F.

Deliverables:

- Quarterly Project Progress Reports
- Project Completion Report
- Documentation (e.g., photo) of "Acknowledgment of Credit" per Standard Condition D.2

Budget Category (b): Land Purchase/Easement**Task 3: Land Purchase** – Not Applicable**Budget Category (c): Planning/Design/Engineering/Environmental Documentation****Task 4: Feasibility Studies** – Not Applicable**Task 5: CEQA Documentation**

The SEJPA filed a Notice of Determination for a Mitigated Negative Declaration (MND) for Component 6.1, Recycled Water Storage and Pumping System Expansion with San Diego County in May 2016.

The City of Oceanside filed an Environmental Impact Report (EIR) for Component 6.2, Recycled Water Pipeline: North El Camino Real with San Diego County in February 2016. An Addendum was prepared in 2019.

The Olivenhain MWD filed a Notice of Determination for an MND for Component 6.3, Recycled Water Pipeline: South El Camino Real with San Diego County in March 2020.

Prepare letters stating no legal challenges (or addressing legal challenges).

Deliverables:

- All completed CEQA documents as required
- Legal Challenge Letter

Task 6: Permitting

Obtain necessary permits. Component 6.1 does not require permits. Component 6.2 has obtained permits necessary to begin construction, including a City of Oceanside Right of Way Permit. Additional encroachment and access permits will be required for construction of segments of pipeline later in the schedule and will be obtained in a timely manner. Component 6.3 may require additional permits.

Deliverables:

- Permits as required

Task 7: Design

Complete design plans and specifications for Components 6.1 and 6.3, including geotechnical investigations, topographic survey, preliminary cost estimates, preliminary design reports, final design plans and specifications. Note that design for Component 6.2 is complete and not part of this project.

Deliverables:

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

Task 8: Project Monitoring Plan

Prior to disbursement of State funds for construction or monitoring activities, develop and submit a Project Monitoring Plan per Paragraph 16 for DWR's review and approval.

Deliverables:

- Project Monitoring Plan

Budget Category (d): Construction/Implementation

Task 9: Contract Services – Not Applicable. Work will be completed in-house.

Task 10: Construction Administration

This task includes managing contractor submittal review, answering requests for information, and issuing work directives. A full-time engineering construction observer will be on site for the duration of the project. Construction observer duties include documenting of pre-construction conditions, daily construction diary, preparing change orders, addressing questions of contractors on site, reviewing/ updating project schedule, reviewing contractor log submittals and pay requests, forecasting cash flow, notifying contractor if work is not acceptable. Upon completing the project, the DWR Certificate of Project Completion and record drawings will be provided to DWR.

Deliverables:

- DWR Certificate of Project Completion
- Record Drawings

Task 11: Construction

Construction activities are outlined below.

11(a): Component 6.1: Recycled Water Storage and Pumping System Expansion – Construction will involve the installation of a 0.25-million-gallon recycled water storage concrete tank and expansion of an existing distribution pump station. This task also includes site preparation and excavation, construction of the tank, installation of approximately 80 feet of 12" ductile iron pipes and valves, pump, motor, electrical, instrumentation, and appurtenances to connect to SEJPA's recycled water system.

11(b): Component 6.2: Recycled Water Pipeline: North El Camino Real – Construction will involve the installation of approximately 2,700 linear feet of 10" PVC pipeline, approximately 14,400 linear feet of 12" PVC, and approximately 19,000 linear feet of 16" PVC. Pipeline installation will include trenching along roadway rights-of-way, installation of pipe, testing, backfill and compaction, and restoration to pre-construction conditions.

11(c): Component 6.3: Recycled Water Pipeline: South El Camino Real – Construction will involve the installation of approximately 3,700 linear feet of 6" PVC pipeline in addition to traffic control. Pipeline installation will include mobilization of equipment, trenching and shoring, installation of the pipelines, backfill and compaction, and restoration to pre-construction conditions.

Deliverables:

- Photographic Documentation of Progress

EXHIBIT B**BUDGET****PROPOSITION 1 ROUND 1 SAN DIEGO IRWM IMPLEMENTATION GRANT****PROJECT 6: North County Recycled Water Project****Implementing Agency: San Elijo Joint Powers Authority (SEJPA)**

Project directly serves a need of a Disadvantaged Community: No

BUDGET CATEGORY		Grant Amount	Required Cost Share: Non-State Fund Source*	Other Cost Share*	Total Cost
a	Project Administration	\$25,000	\$0	\$62,620	\$87,620
b	Land Purchase / Easement	\$0	\$0	\$0	\$0
c	Planning / Design / Engineering / Environmental Documentation	\$0	\$242,900	\$53,935	\$296,835
d	Construction / Implementation	\$2,795,000	\$6,059,700	\$3,365,986	\$12,220,686
TOTAL COSTS		\$2,820,000	\$6,302,600	\$3,482,541	\$12,605,141

NOTES:

Eligible costs for each Budget Category will only be approved for reimbursement and Cost Share for the work completed within the date ranges listed in Exhibit C.

*Sources of Other Cost Share: SEJPA, City of Oceanside, and Olivenhain MWD CIP funds.

EXHIBIT C**SCHEDULE****PROPOSITION 1 ROUND 1 SAN DIEGO IRWM IMPLEMENTATION GRANT****PROJECT 6: North County Recycled Water Project**

BUDGET CATEGORY		Start Date	End Date
a	Project Administration	5/1/2020	2/29/2024
b	Land Purchase / Easement	N/A	N/A
c	Planning / Design / Engineering / Environmental Documentation	8/1/2015	12/31/2021
d	Construction / Implementation*	9/1/2020*	11/30/2023

*Construction tasks will not be initiated until design tasks are complete; the overlap between Category c and d activities is due to ongoing design for subtask 1, which will not begin construction until 9/1/2022.

EXHIBIT D**STANDARD CONDITIONS****D.1. ACCOUNTING AND DEPOSIT OF FUNDING DISBURSEMENT:**

- A. **Separate Accounting of Funding Disbursements and Interest Records:** Local Project Sponsor shall account for the money disbursed pursuant to this Local Project Sponsor Agreement separately from all other LPS funds. LPS shall maintain audit and accounting procedures that are in accordance with generally accepted accounting principles and practices, consistently applied. LPS shall keep complete and accurate records of all receipts and disbursements on expenditures of such funds. LPS shall require its contractors or subcontractors to maintain books, records, and other documents pertinent to their work in accordance with generally accepted accounting principles and practices. Records are subject to inspection by the Water Authority and the State at any and all reasonable times.
- B. **Fiscal Management Systems and Accounting Standards:** The LPS agrees that, at a minimum, its fiscal control and accounting procedures will be sufficient to permit tracing of grant funds to a level of expenditure adequate to establish that such funds have not been used in violation of state law, this Agreement or the Proposition 1, Integrated Regional Water Management (IRWM) Implementation Grant Agreement 4600013830.
- C. **Disposition of Money Disbursed:** All money disbursed pursuant to this Agreement shall be deposited, administered, and accounted for pursuant to the provisions of applicable law, and be placed in a non-interest-bearing account.
- D. **Remittance of Unexpended Funds:** LPS shall remit to the Water Authority any unexpended funds that were disbursed to the LPS under this Agreement and were not used to pay Eligible Project Costs within a period of thirty (30) calendar days from the final disbursement from the Water Authority to the LPS of funds or, within fifteen (15) calendar days of the expiration of the Agreement, whichever comes first.

D.2. ACKNOWLEDGEMENT OF CREDIT AND SIGNAGE: LPS shall include appropriate acknowledgement of credit to the State for its support when promoting the Project or using any data and/or information developed under this Agreement. Signage shall be posted in a prominent location at Project site(s) (if applicable) or at the LPS's headquarters and shall include the Department of Water Resources color logo and the following disclosure statement: "Funding for this project has been provided in full or in part from the Water Quality, Supply, and Infrastructure Improvement Act of 2014 and through an agreement with the State Department of Water Resources." The LPS shall also include in each of its contracts for work under this Agreement a provision that incorporates the requirements stated within this Paragraph.

D.3. AMENDMENT: This Agreement may be amended at any time by mutual agreement of the Parties, except insofar as any proposed amendments are in any way contrary to applicable law. Requests by the LPS for amendments must be in writing stating the amendment request and the reason for the request. Requests solely for a time extension must be submitted at least 120 days prior to the work completion date set forth in Paragraph 2, "Term of Agreement." Any other request for an amendment must be submitted at least 180 days prior to the work completion date set forth in Paragraph 2, "Term of Agreement." Water Authority shall have no obligation to agree to an amendment.

D.4. AMERICANS WITH DISABILITIES ACT: By signing this Agreement, LPS assures the Water Authority and the State that it complies with the Americans with Disabilities Act (ADA) of 1990, (42 U.S.C. § 12101 et seq.), which prohibits discrimination on the

basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.

- D.5. AUDITS: The State or the Water Authority reserve the right to conduct an audit at any time between the execution of this Agreement and the completion of the Project, with the costs of such audit borne by the Water Authority or the State. After completion of the Project, the State or the Water Authority may require Grantee to conduct a final audit to the State's specifications, at the LPS' expense, such audit to be conducted by and a report prepared by an independent Certified Public Accountant. Failure or refusal by LPS to comply with this provision shall be considered a breach of this Agreement, and the Water Authority or the State may elect to pursue any remedies provided in Paragraph 13, "Default Provisions", or take any other action it deems necessary to protect its interests. The LPS agrees it shall return any audit disallowances to the Water Authority for transmittal to the State.

Pursuant to Government Code section 8546.7, the LPS shall be subject to the examination and audit by the State and the Water Authority for a period of three (3) years after final payment under Grant Agreement 4600013830 with respect of all matters connected with this Agreement, including but not limited to, the cost of administering this Agreement. All records of LPS or its contractor or subcontractors shall be preserved for this purpose for at least three (3) years after Grant Agreement 4600013830 is completed by the State and the Water Authority. If an audit reveals any impropriety, the Bureau of State Audits or the State Controller's Office may conduct a full audit of any or all of the Grantee's activities. (Water Code, § 79708(b).) Please see Exhibit H of this Agreement (State and Water Authority Audit Document Requirements) and Cost Share guidelines for a listing of documents/records that the State Auditors and the Water Authority may need to review in case of an audit.

- D.6. BUDGET CONTINGENCY: If the State Budget Act of the current year covered under this Agreement does not appropriate sufficient funds for this program, this Agreement shall be of no force and effect. This provision shall be construed as a condition precedent to the obligation of State and the Water Authority to make any payments under this Agreement. In this event, the Water Authority shall have no liability to pay any funds whatsoever to the LPS or to furnish any other considerations under this Agreement and the LPS shall not be obligated to perform any provisions of this Agreement. Nothing in this Agreement shall be construed to provide LPS with a right of priority for payment over any other LPS. If funding for any fiscal year after the current year covered by this Agreement is reduced or deleted by the State's Budget Act, by Executive Order, or by order of the Department of Finance, the Water Authority shall have the option to either cancel this Agreement with no liability occurring to the Water Authority, State, or offer a LPS Agreement amendment to LPS to reflect the reduced amount.
- D.7. CALIFORNIA CONSERVATION CORPS: LPS may use the services of the California Conservation Corps or other community conservation corps as defined in Public Resources Code section 14507.5.
- D.8. CEQA: Activities funded under this Grant agreement, regardless of funding source, must be in compliance with the California Environmental Quality Act (CEQA). (Pub. Resources Code, § 21000 et seq.) Any work that is subject to CEQA and funded under this Agreement shall not proceed until documents that satisfy the CEQA process are received by the Water Authority's Project Manager and the State has completed its CEQA compliance. Work funded under this Agreement that is subject

to a CEQA document shall not proceed until and unless approved by the State (Department of Water Resources). Such approval is fully discretionary and shall constitute a condition precedent to any work for which it is required. If CEQA compliance by the LPS is not complete at the time the Water Authority signs this Agreement, once the State has considered the environmental documents, it may decide to require changes, alterations, or other mitigation to the Project; or to not fund the Project. Should the State decide to not fund the Project, this Agreement shall be terminated in accordance with Paragraph 13, "Default Provisions."

- D.9. CHILD SUPPORT COMPLIANCE ACT: The LPS acknowledges in accordance with Public Contract Code section 7110, that:
- A. The LPS recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Family Code section 5200 et seq.; and
 - B. The LPS, to the best of its knowledge, is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.
- D.10. CLAIMS DISPUTE: Any claim that the LPS may have regarding performance of this Agreement including, but not limited to, claims for additional compensation or extension of time, shall be submitted to the IRWM San Diego Program Manager within fifteen (15) days of the LPS's knowledge of the claim. The Water Authority and the LPS shall then attempt to negotiate a resolution of such claim and process an amendment to this Agreement to implement the terms of any such resolution.
- D.11. COMPETITIVE BIDDING AND PROCUREMENTS: LPS contracts with other entities for the acquisition of goods and services and construction of public works with funds provided by State, via the Water Authority, under this Agreement must be in writing and shall comply with all applicable laws and regulations regarding the securing of competitive bids and undertaking competitive negotiations. If the LPS does not have a written policy to award contracts through a competitive bidding or sole source process, the Department of General Services' *State Contracting Manual* rules must be followed and are available at: <https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/State-Contracting>.
- D.12. COMPUTER SOFTWARE: LPS certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Agreement for the acquisition, operation, or maintenance of computer software in violation of copyright laws.
- D.13. CONFLICT OF INTEREST: All participants are subject to State and Federal conflict of interest laws. Failure to comply with these laws, including business and financial disclosure provisions, will result in the application being rejected and any subsequent contract being declared void. Other legal action may also be taken. Applicable statutes include, but are not limited to, Government Code section 1090 and Public Contract Code sections 10410 and 10411, for State conflict of interest requirements.
- A. Current State Employees: No State officer or employee shall engage in any employment, activity, or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any State agency, unless the employment, activity, or enterprise is required as a

condition of regular State employment. No State officer or employee shall contract on his or her own behalf as an independent contractor with any State agency to provide goods or services.

- B. Former State Employees: For the two-year period from the date he or she left State employment, no former State officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements, or any part of the decision-making process relevant to the contract while employed in any capacity by any State agency. For the twelve-month period from the date he or she left State employment, no former State officer or employee may enter into a contract with any State agency if he or she was employed by that State agency in a policy-making position in the same general subject area as the proposed contract within the twelve-month period prior to his or her leaving State service.
 - C. Employees of the LPS: Employees of the LPS shall comply with all applicable provisions of law pertaining to conflicts of interest, including but not limited to any applicable conflict of interest provisions of the California Political Reform Act. (Gov. Code, § 87100 et seq.)
 - D. Employees and Consultants to the LPS: Individuals working on behalf of a LPS may be required to file a Statement of Economic Interests (Fair Political Practices Commission Form 700) if it is determined that an individual is a consultant for Political Reform Act purposes.
- D.14. DELIVERY OF INFORMATION, REPORTS, AND DATA: LPS agrees to expeditiously provide throughout the term of this Agreement, such reports, data, information, and certifications as may be reasonably required by the Water Authority and the State.
- D.15. DISPOSITION OF EQUIPMENT: LPS shall provide the Water Authority, not less than forty-five (45) calendar days prior to submission of the final invoice, an itemized inventory of equipment purchased with funds provided by State, via the Water Authority. The inventory shall include all items with a current estimated fair market value of more than \$5,000.00 per item. Within seventy-five (75) calendar days of receipt of such inventory, the Water Authority shall provide LPS with a list of the items on the inventory that State will take title to. All other items shall become the property of LPS. The Water Authority shall arrange for delivery, from the LPS to the State, of items the State takes title to. Cost of transportation, if any, shall be borne by the State.
- D.16. DRUG-FREE WORKPLACE CERTIFICATION: Certification of Compliance: By signing this Agreement, the LPS, its contractors or subcontractors hereby certify, under penalty of perjury under the laws of State of California, are in compliance with the requirements of the Drug-Free Workplace Act of 1990 (Gov. Code, § 8350 et seq.) and have or will provide a drug-free workplace by taking the following actions:
- A. Publish a statement notifying employees, contractors, and subcontractors that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees, contractors, or subcontractors for violations, as required by Government Code section 8355.
 - B. Establish a Drug-Free Awareness Program, as required by Government Code section 8355 to inform employees, contractors, or subcontractors about all of the following:
 - i. The dangers of drug abuse in the workplace,
 - ii. The LPS' policy of maintaining a drug-free workplace,

- iii. Any available counseling, rehabilitation, and employee assistance programs, and
 - iv. Penalties that may be imposed upon employees, contractors, and subcontractors for drug abuse violations.
- C. Provide, as required by Government Code section 8355, that every employee, contractor, and/or subcontractor who works under this Agreement:
 - i. Will receive a copy of the LPS' drug-free policy statement, and
 - ii. Will agree to abide by terms of the LPS' condition of employment, contract or subcontract.
- D.17. EASEMENTS: Where the LPS acquires property in fee title or funds improvements to real property already owned in fee by the LPS using State funds provided via the Water Authority through this Agreement, an appropriate easement or other title restriction providing for floodplain preservation and agricultural and/or wildlife habitat conservation for the subject property in perpetuity, approved by the State and the Water Authority, shall be conveyed to a regulatory or trustee agency or conservation group acceptable to the State and the Water Authority. The easement or other title restriction must be in first position ahead of any recorded mortgage or lien on the property unless this requirement is waived by the State and the Water Authority.

Where the LPS acquires an easement under this Agreement, the LPS agrees to monitor and enforce the terms of the easement, unless the easement is subsequently transferred to another land management or conservation organization or entity with State and Water Authority permission, at which time monitoring and enforcement responsibilities will transfer to the new easement owner.

Failure to provide an easement acceptable to the State and Water Authority may result in termination of this Agreement.
- D.18. FINAL INSPECTIONS AND CERTIFICATION OF REGISTERED PROFESSIONAL: Upon completion of the Project, LPS shall provide for a final inspection and certification by a California Registered Professional (i.e., Professional Civil Engineer, Engineering Geologist), that the Project has been completed in accordance with submitted final plans and specifications and any modifications thereto and in accordance with this Grant agreement.
- D.19. GOVERNING LAW: This agreement is governed by and shall be interpreted in accordance with the laws of the State of California.
- D.20. INCOME RESTRICTIONS: The LPS agrees that any refunds, rebates, credits, or other amounts (including any interest thereon) accruing to or received by the LPS under this Agreement shall be paid by the LPS to the Water Authority for remitting to the State, to the extent that they are properly allocable to costs for which the LPS has been reimbursed under this Agreement. The LPS shall also include in each of its contracts for work under this Agreement a provision that incorporates the requirements stated within this Paragraph.
- D.21. INDEPENDENT CAPACITY: LPS, and the agents and employees of the LPS, in the performance of this Agreement, shall act in an independent capacity and not as officers, employees, or agents of the State or the Water Authority.
- D.22. INSPECTION OF BOOKS, RECORDS, AND REPORTS: During regular office hours, each of the parties hereto and their duly authorized representatives shall have the right to inspect and to make copies of any books, records, or reports of either party pertaining to this Agreement or matters related hereto. Each of the parties hereto

shall maintain and shall make available at all times for such inspection accurate records of all its costs, disbursements, and receipts with respect to its activities under this Agreement. Failure or refusal by the LPS to comply with this provision shall be considered a breach of this Agreement, and the State and Water Authority may withhold disbursements to the LPS or take any other action it deems necessary to protect its interests.

- D.23. INSPECTIONS OF PROJECT BY STATE AND THE WATER AUTHORITY: The State and the Water Authority shall have the right to inspect the work being performed at any and all reasonable times during the term of this Agreement. This right shall extend to any subcontracts, and the LPS shall include provisions ensuring such access in all its contracts or subcontracts entered into pursuant to its Agreement with the Water Authority.
- D.24. LABOR CODE COMPLIANCE: The LPS agrees to be bound by all the provisions of the Labor Code regarding prevailing wages and shall monitor all contracts subject to reimbursement from this Agreement to assure that the prevailing wage provisions of the Labor Code are being met. Current Department of Industrial Relations (DIR) requirements may be found at: <http://www.dir.ca.gov/lcp.asp>. For more information, please refer to DIR's Public Works Manual at: <https://www.dir.ca.gov/dlse/PWManualCombined.pdf>. The LPS affirms that it is aware of the provisions of section 3700 of the Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance, and the LPS affirms that it will comply with such provisions before commencing the performance of the work under this Agreement and will make its contractors and subcontractors aware of this provision.
- D.25. MODIFICATION OF OVERALL WORK PLAN: At the request of the LPS, or when found to be necessary by the Water Authority and the LPS agrees, the Water Authority will forward any requests for non-material changes to Exhibits A, B, and C which concern the budget and schedule to the State. The State may, at its sole discretion, approve those non-material changes, and upon such approval, such changes will be made herein without formal amendment to this Agreement. Non-material changes with respect to the budget are changes that only result in reallocation of the budget and will not result in an increase in the amount of the Grant. Non-material changes with respect to the Project schedule are changes that will not extend the term of this Agreement. Requests for non-material changes to the budget and schedule must be submitted by the LPS to the Water Authority in writing and are not effective unless and until specifically approved by the State, via the Water Authority, in writing.
- D.26. NONDISCRIMINATION: During the performance of this Agreement, the LPS and its contractors or subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex (gender), sexual orientation, gender identity, race, color, ancestry, religion, creed, national origin (including language use restriction), pregnancy, physical disability (including HIV and AIDS), mental disability, medical condition (cancer/genetic characteristics), age (over 40), marital/domestic partner status, and denial of medical and family care leave or pregnancy disability leave. The LPS and its contractors or subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. The LPS and its contractors or subcontractors shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code, § 12990.) and the

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

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

- D.33. REMEDIES NOT EXCLUSIVE: The use by either Party of any remedy specified herein for the enforcement of this Agreement is not exclusive and shall not deprive the Party using such remedy of, or limit the application of, any other remedy provided by law.
- D.34. RETENTION: The State shall withhold ten percent (10%) of the funds, for each project, until the project is complete, and a Final Project Report is approved and accepted by DWR. If a project has multiple Components (within a project), at the State's discretion and upon a written request by the LPS, any retained amount attributable to a single component may be released when that component is complete and the Final Component Completion Report is approved. Upon approval of the Final Project Report and/or Final Component Completion Report, any retained amounts due to the LPS will be promptly disbursed to the Grantee, without interest, for prompt payment to the LPS.
- D.35. RIGHTS IN DATA: LPS agrees that all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes and other written or graphic work produced in the performance of this Grant agreement shall be made available to the Water Authority and the State, and shall be in the public domain to the extent to which release of such materials is required under the California Public Records Act. (Gov. Code, § 6250 et seq.) LPS may disclose, disseminate and use in whole or in part, any final form data and information received, collected and developed under this Agreement, subject to appropriate acknowledgement of credit to the State for financial support. The LPS shall not utilize the materials for any profit-making venture or sell or grant rights to a third party who intends to do so. The State and Water Authority shall have the right to use any data described in this Paragraph for any public purpose.
- D.36. SEVERABILITY: Should any portion of this Agreement be determined to be void or unenforceable, such shall be severed from the whole and the Agreement shall continue as modified.
- D.37. SUSPENSION OF PAYMENTS: This Agreement may be subject to suspension of payments or termination, or both if the State or Water Authority determines that:
A. The LPS, its contractors, or subcontractors have made a false certification, or
B. The LPS, its contractors, or subcontractors violates the certification by failing to carry out the requirements noted in this Agreement.
- D.38. SUCCESSORS AND ASSIGNS: This Agreement and all of its provisions shall apply to and bind the successors and assigns of the parties. No assignment or transfer of this Agreement or any part thereof, rights hereunder, or interest herein by the LPS shall be valid unless and until it is approved by Water Authority made subject to such reasonable terms and conditions as the Water Authority may impose.
- D.39. TERMINATION BY LPS: Subject to State and Water Authority approval which may be reasonably withheld, the LPS may terminate this Agreement and be relieved of contractual obligations. In doing so, the LPS must provide a reason(s) for termination. The LPS must submit all progress reports summarizing accomplishments up until termination date.
- D.40. TERMINATION FOR CAUSE: Subject to the right to cure under Paragraph 13, "Default Provisions," the Water Authority may terminate this Agreement and be relieved of any payments should the LPS fail to perform the requirements of this

Agreement at the time and in the manner herein, provided including but not limited to reasons of default under Paragraph 13, "Default Provisions."

- D.41. TERMINATION WITHOUT CAUSE: The Water Authority may terminate this Agreement without cause on 30 days' advance written notice. The LPS shall be reimbursed for all reasonable expenses incurred up to the date of termination.
- D.42. THIRD PARTY BENEFICIARIES: The parties to this Agreement do not intend to create rights in, or grant remedies to, any third party as a beneficiary of this Agreement, or any duty, covenant, obligation or understanding established herein.
- D.43. TIMELINESS: Time is of the essence in this Agreement.
- D.44. TRAVEL – DAC, EDA, TRIBES PROJECT: Travel is only an eligible reimbursable expense for projects providing at least 75% of benefits to DACs, EDAs, and/or Tribes (based on population or geographic area). Only ground transportation and lodging are eligible for grant reimbursement. Per diem costs will not be eligible for grant reimbursement. Any reimbursement for necessary travel shall be at rates not to exceed those set by the California Department of Human Resources. These rates may be found at: <http://www.calhr.ca.gov/employees/Pages/travel-reimbursements.aspx>. Reimbursement will be at the State travel amounts that are current as of the date costs are incurred. No travel outside of the IRWM region shall be reimbursed unless prior written authorization is obtained from the State, via the Water Authority.
- D.45. UNION ORGANIZING: The LPS, by signing this Agreement, hereby acknowledges the applicability of Government Code sections 16645 through 16649 to this Agreement. Furthermore, the LPS, by signing this Agreement, hereby certifies that:
- A. No State funds disbursed by this Agreement will be used to assist, promote, or deter union organizing.
 - B. The LPS shall account for State funds disbursed for a specific expenditure by this Agreement to show those funds were allocated to that expenditure.
 - C. The LPS shall, where State funds are not designated as described in (B) above, allocate, on a pro rata basis, all disbursements that support the program.
 - D. If the LPS makes expenditures to assist, promote, or deter union organizing, the LPS will maintain records sufficient to show that no State funds were used for those expenditures and that the LPS shall provide those records to the State Attorney General, via the Water Authority, upon request.
- D.46. VENUE: The Water Authority and the LPS hereby agree that any action arising out of this Agreement shall be filed and maintained in the Superior Court in and for the County of Sacramento, California, or in the United States District Court in and for the Eastern District of California. The LPS hereby waives any existing sovereign immunity for the purposes of this Agreement.
- D.47. WAIVER OF RIGHTS: None of the provisions of this Agreement shall be deemed waived unless expressly waived in writing. It is the intention of the parties hereto that from time to time either party may waive any of its rights under this Agreement unless contrary to law. Any waiver by either party of rights arising in connection with this Agreement shall not be deemed to be a waiver with respect to any other rights or matters, and such provisions shall continue in full force and effect.

- D.48. WORKERS' COMPENSATION: LPS affirms that it is aware of the provisions of §3700 of the Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and LPS affirms that it will comply with such provisions before commencing the performance of the work under this LPS Agreement and will make its contractors and subcontractors aware of this provision.

EXHIBIT E

LOCAL PROJECT SPONSOR AGENCY DESIGNATION AND PROJECT LOCATION

The Water Authority has designated San Elijo Joint Powers Authority (SEJPA) as the Local Project Sponsor (LPS) for its Project, the North County Recycled Water Project, according to the roles of the participating agencies identified in the IRWM Plan. As the assigned LPS, SEJPA may act on behalf of the Water Authority for the purposes of management, oversight, compliance, and operations and maintenance of its Project. The LPS and Project are identified below with a map and coordinates of Project location.

Local Project Sponsor Agency Designation

Sponsored Project: Project 6: North County Recycled Water Project

Sponsor Agency: San Elijo Joint Powers Authority

Agency Address: 2695 Manchester Ave, Cardiff, CA 92007

Project Location: Multiple locations in northern San Diego County, including the cities of Encinitas and Oceanside (33.01555556, -117.27333333)

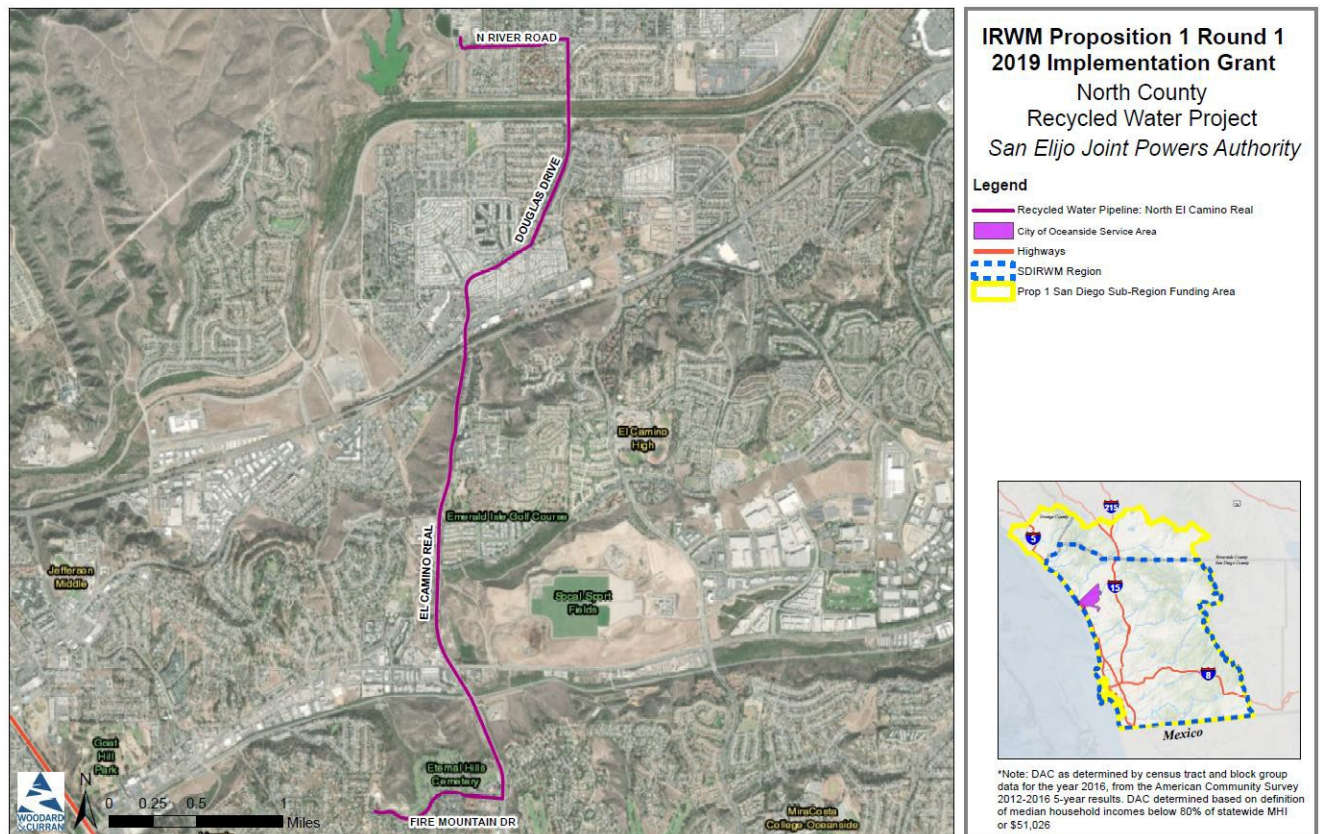


EXHIBIT F

REPORT FORMATS AND REQUIREMENTS

The following reporting formats should be utilized. Please obtain Water Authority approval prior to submitting a report in an alternative format.

PROGRESS REPORTS

Progress reports shall generally use the following format. This format and report contents may be modified by the Water Authority as necessary to effectively communicate information. For each project, discuss the following, as organized in Exhibit A:

- Percent complete
- Discussion of work accomplished during the reporting period
- Milestones or deliverables completed/submitted during the reporting period
- Meetings held or attended
- Scheduling concerns and issues encountered that may delay completion of the task
- Budget projections for grant share for the next two quarters
- Work anticipated for the next reporting period
- Photo documentation, as appropriate
- Any schedule or budget modifications approved by DWR during the reporting period

PROJECT COMPLETION REPORT

The Project Completion Report (or a Component Completion Report, if a Project has multiple Components) shall generally use the following format provided below for each project after completion.

Executive Summary

The Executive Summary should include a brief summary of project information and include the following items:

- Brief description of work proposed to be done in the original Grant application
- List any official amendments to this Agreement, with a short description of the amendment

Reports and/or Products

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

- A copy of any final technical report or study, produced for or utilized in this Project as described in the Exhibit A
- Electronic copies of any data collected, not previously submitted
- Discussion of problems that occurred during the work and how those problems were resolved
- Final project schedule showing actual progress versus planned progress as shown in Exhibit C

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

- Record drawings
- Final geodetic survey information
- Project photos

Cost & Disposition of Funds

A list showing:

- Summary of Project costs including the following items:
 - Accounting of the cost of project expenditure;
 - Include all internal and external costs not previously disclosed (i.e., additional cost share); and
 - A discussion of factors that positively or negatively affected the project cost and any deviation from the original Project cost estimate.

Additional Information

- Benefits derived from the Project, with quantification of such benefits provided
- If applicable, Certification from a California Registered Professional (Civil Engineer or Geologist, as appropriate), consistent with Exhibit D, that the project was conducted in accordance with the approved Work Plan in Exhibit A and any approved amendments thereto
- Submittal schedule for the Post-Performance Report

POST-PERFORMANCE REPORT

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

Reports and/or products

- Header including the following:
 - LPS Name
 - Implementing Agency (if different from LPS)
 - Grant Agreement Number and LPS Agreement Nos.
 - Project Name
 - Funding grant source (i.e., 2019 Proposition 1 IRWM Implementation Grant)
 - Report number
- Post-Performance Report schedule
- Time period of the annual report (e.g., January 2018 through December 2018)
- Project Description Summary
- Discussion of the project benefits
- An assessment of any differences between the expected versus actual project benefits as stated in the original application. Where applicable, the reporting should include quantitative metrics (e.g., new acre-feet of water produced that year, etc.).
- Summary of any additional costs and/or benefits deriving from the project since its completion, if applicable
- Any additional information relevant to or generated by the continued operation of the project

EXHIBIT G

REQUIREMENTS FOR DATA SUBMITTAL

Surface and Groundwater Quality Data:

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

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

If a project's Work Plan contains a groundwater ambient monitoring element, groundwater quality monitoring data shall be submitted to the State for inclusion in the State Water Resources Control Board's Groundwater Ambient Monitoring and Assessment (GAMA) Program. Information on the GAMA Program can be obtained at: https://www.waterboards.ca.gov/water_issues/programs/gama/. If further information is required, the LPS can contact the State Water Resources Control Board (SWRCB) GAMA Program. A listing of SWRCB staff involved in the GAMA program can be found at: https://www.waterboards.ca.gov/water_issues/programs/gama/contact.shtml.

Groundwater Level Data

For each project that collects groundwater level data, the LPS will need to submit this data to DWR's Water Data Library (WDL), and report on the Progress Reports with a narrative description of data submittal activities included in project reports, as described in Exhibit F (Report Formats and Requirements). Information regarding the WDL and in what format to submit data in can be found at: <http://www.water.ca.gov/waterdatalibrary/>.

EXHIBIT H

STATE AND WATER AUTHORITY AUDIT DOCUMENT REQUIREMENTS FOR THE LPS

The following provides a list of documents typically required by State Auditors or the Water Authority and general guidelines for the Local Project Sponsor (Agency). List of documents pertains to both State funding and the Local Project Sponsor's Cost Share and details the documents/records that State Auditors and the Water Authority would need to review in the event this Agreement is audited. The Local Project Sponsor should ensure that such records are maintained for the Project.

State and Water Authority Audit Document Requirements

Internal Controls

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

State Funding:

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

Contracts:

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

Invoices:

1. Invoices from vendors and subcontractors for expenditures submitted to the State via the Water Authority for payments under this Agreement.
2. Documentation linking subcontractor invoices to State reimbursement, requests and related Grant Agreement budget line items.
3. Reimbursement requests submitted to the State, via Water Authority, under this Agreement.

Cash Documents:

1. Receipts (copies of warrants) showing payments received from the State via the Water Authority.

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

Accounting Records:

1. Ledgers showing entries for funding receipts and cash disbursements.
2. Ledgers showing receipts and cash disbursement entries of other funding sources.
3. Bridging documents that tie the general ledger to requests for LPS Agreement reimbursement.

Administration Costs:

1. Supporting documents showing the calculation of administration costs.

Personnel:

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

Project Files:

1. All supporting documentation maintained in Project files.
2. All LPS Agreement related correspondence.

EXHIBIT I

PROJECT MONITORING PLAN GUIDANCE

Introduction

For each project contained in Exhibit A, please include a brief description of the project (maximum ~150 words) including project location, implementation elements, need for the project (what problem will the project address) and responds to the requirements listed below.

Project Monitoring Plan Requirements

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

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

EXHIBIT J

REIMBURSEMENT TO THE WATER AUTHORITY FOR GRANT ADMINISTRATION SERVICES COSTS

As the responsible party for IRWM grant contract administration, the Water Authority manages the Proposition 1 Implementation Grant through its Grant Agreement with the State and its individual Agreements with LPS, ensuring each Project is implemented accordingly. As such, the Water Authority's Grant Administration Program (GAP) performs necessary grants administration services that include: compiling, finalizing and submitting quarterly reports, invoices, deliverables, completion reports, and retention release requests; processing agreement amendment requests and resulting agreement amendments; responding to questions and requests for information and resolving issues; and performing other grants administration tasks deemed necessary to lawfully fulfill and responsibly execute its agreements with the State and LPS.

The following scope of work, estimated billing rates, and billing and payment method for reimbursement by the LPS to the Water Authority for incurred GAP costs are in force beyond September 30, 2025, or when otherwise deemed necessary and agreed upon by both Parties, through the termination of this Agreement (i.e. three years after final payment, as stated in Paragraph 2, "Term of Agreement").

1. Grant Administration Costs: Scope of Work

- a) **Agreement Administration:** This task includes grants administration work involved in administering the Grant Agreement, LPS Agreements, and any subsequent agreement amendments. This task also includes work related to disseminating Grant Program compliance information to the Project Manager responsible for implementing the Project; tracking and monitoring of all agreement requirements; and obtaining and retaining evidence of compliance, such as CEQA/NEPA documents, equipment inventory, reports, deliverables, and etc.
- b) **Invoice and Report Processing:** This task includes GAP serving as the lead in the quarterly review of and submitting to the State as one package: invoices and supporting documentation that ensure costs eligibility, agreement compliance, and budget adherence; progress reports that ensure work is performed according to agreement; and a Grant Administration progress report that summarizes grant administration efforts and activities of the previous quarter. Work includes responding to questions and requests for information and managing issues; preparing and submitting a Grant Program completion report; and receiving, reviewing and submitting to the State annual post-performance reports received from LPS.
- c) **Budget Updating and Monitoring:** This task includes updating and monitoring the Grant program budget through the life of the Grant Program, Project budgets, and the monitoring and tracking of reported Project expenditures and cost reimbursements received from the State and disbursed to LPS.
- d) **Grant Web Tool/Grants Management System Site Monitoring and Maintenance:** This task includes GAP monitoring and maintenance of the Water Authority's IRWM Web Tool/Grants Management System to provide LPS an internet-based method of submitting Project invoices, progress reports, deliverables and other requested information, as needed, for GAP processing and uploading to the State's GRanTS website, the official records repository for the State's grant-funded projects.
- e) **Coordination:** This task involves progress reporting on Grant program financial status and Project progress, agreements and amendments to the State, the RWMG, and the

Regional Advisory Group, as necessary. Work under this task also includes facilitating LPS meetings and providing any other coordination as needed.

- f) **Post-performance reporting support:** This task involves monitoring, review, and submittal to the State of the required annual Project post-performance reports prepared and provided to the Water Authority by the LPS. Review may include discussion, clarifying questions, and/or necessary edits pertaining to report contents. Monitoring ensures reports are filed according to schedule and include required information.
- g) **Audit support:** This task includes assisting the LPS in responding to the State in case of an audit. This work includes coordination between the State and the LPS and submittal of documentation supporting reimbursement requests, deliverables and other required reports as previously submitted by the LPS.

2. Grant Administration Costs: Billing Rate

Costs for Grant Administration Program services are based on the following estimated loaded hourly rate-ranges:

Senior Management Analyst	\$80 - \$100 per hour
Management Analyst	\$70 - \$90 per hour
Assistant Management Analyst	\$65 - \$85 per hour

These rates are estimates and subject to change.

3. Grant Administration Costs: Billing and Payment Method

- a) The Water Authority shall provide an invoice(s) to the LPS, which includes the number of labor hours charged by classification, a brief description of work performed, and the total costs incurred.
- b) All invoices will be sent to the attention of the Project Manager.
- c) Invoices must be paid to the Water Authority within 30 calendar days of invoice date. Invoice payment shall be sent to the address indicated on the invoice and must include the Project number.
- d) If a LPS fails to make timely payment, a delinquent charge of two percent (2%) of the delinquent invoice amount for each month, or portion thereof that the payment remains delinquent, shall apply. If the delinquency does not exceed five (5) business days, the charge shall be equal to one percent (1) of the delinquent invoice amount.
- e) If a LPS fails to make a payment, the LPS shall be in default of the Agreement in accordance with Paragraph 13, "Default Provisions".



May 18, 2021

Mr. Mike Thornton
General Manager
San Elijo Joint Powers Authority
295 Manchester Avenue
Cardiff by the Sea, CA 92117

Hoch Consulting
804 Pier View Way, Suite 100
Oceanside, CA 92054
(tel.) 858-922-7998
kburr@hochconsulting.com
www.hochconsulting.com

Subject: Proposal to Provide Grant Administration Support Services for the IRWM Prop 1 Round 1 - Project 6 – North County Recycled Water Project

Dear Mr. Thornton,

Thank you for the opportunity to submit this proposal to provide grant administration support services to San Elijo Joint Powers Authority (SEJPA) for the Integrated Regional Watershed Management (IRWM) Prop 1 Round 1 Project 6 - North County Recycled Water Project. This integrated project includes two project partners – referred to as Local Project Partners (LPPs) – the City of Oceanside and the Olivenhain Municipal Water District. It is our understanding that final execution of the IRWM Prop 1 Round 1 master grant agreement between the Department of Water Resources (DWR) and the San Diego County Water Authority (SDCWA) is anticipated by early March 2021 and that the Local Project Sponsor (LPS) Agreement between the SDCWA and SEJPA will be executed shortly thereafter. Hoch Consulting has developed the following scope of services, schedule, and fee proposal for the provision of grant administration support services for this project.

I. SCOPE OF WORK

Task A – Project Management

Project Management is anticipated to include LPS Agreement coordination and execution; SDCWA IRWM RAC quarterly grant meeting attendance; Project deliverable schedule tracking and submittal; coordination and status meetings with SEJPA staff; Project coordination with SDCWA; Environmental concurrence monitoring/reporting; Schedule/budget oversight; Project deliverables review/approval coordination; Labor Compliance Program review, coordination and reporting; Annual expenditure projections; Development of master tracking workbook (budget, schedule, deliverables); SharePoint/file updates and maintenance; Project closeout efforts; Client communication and meetings on project status.

Deliverables: monthly or quarterly PM status reports

Task B– LPP Agreements

Task B includes LPP Agreement coordination and execution with two LPPs; Document template development; Facilitation of partner agency adoption process, as needed.

Deliverable: 2 LPP Agreements



Task C – Project Monitoring Report

Under Task C Hoch Consulting will compile, review, analyze baseline conditions; Identify and describe monitoring system; Develop performance metrics, tracking mechanism; Prepare project maps; Report preparation, client review, QA/QC; Submittal to SDCWA/DWR webtool; and respond to SDCWA/DWR comment.

Deliverable: 1 Project Monitoring Report

Task D – Quarterly Progress Reports & Invoices

Task D includes reporting schedule development; Data/information/expenditure and back up document collection from partners; Cost table updates; Report preparation, client review, QA/QC; DWR Invoice preparation and backup documentation annotation; Submittal to SDCWA/DWR webtool; Master budget tracking and update; and responding to SDCWA/DWR comment and prepare revisions as needed.

Deliverable: 12 Quarterly Reports and Invoices; 1 Final Report and Invoice for Retention

Task E – Project Completion Report

Under Task E, Hoch Consulting will compile deliverables (reports, studies, etc.); Prepare project maps, as needed; Budget and expenditure analysis; Project benefit analysis; Project schedule analysis; Deliverable summary; Draft & Final Report Preparation, client review; respond to SDCWA/DWR comment; QA/QC; and Prepare PowerPoint presentation for SEJPA to present to IRWM GAP RAC meeting, as needed.

Deliverable: 1 Project Completion Report

Task F– Post Performance Reports

Hoch Consulting will develop Project Benefits reporting section; Develop Additional Costs section; Develop metrics reporting (from project monitoring plan); Analysis of metrics; Report preparation; Client review; QA/QC; Upload to IRWM webtool; and respond to comments from SDCWA / DWR.

Deliverable: 3 Post Project Reports

Optional Task G – Grant Amendments, as needed only (not included in scope or fee proposal)

If needed, Hoch Consulting will develop amended scope, budget, schedule adjustment, as needed; Prepare and submit grant amendment packet to SDCWA /DWR; Coordinate with SDCWA /DWR to obtain approval of request; Amendment Client review; QA/QC; Submittal to SDCWA/DWR webtool; Prepare updates to PMP, as needed.

Deliverable – As Needed Grant Amendment Packages

II. SCHEDULE

Hoch Consulting understands that active grant administration for Project 6 is anticipated to begin June 2021 and end with submittal of the Project Completion Report by February 2024. Hoch Consulting will continue to provide support for three (3) months thereafter to respond to any comments received from DWR on the report through May 2024.

Hoch understands that the construction schedule shown in Table 1 is reflective of the schedule included in the original LPS Agreement between SDCWA and SEJPA, and that this schedule will be maintained by



SEJPA and its project partners.

Three (3) post project performance reports must be submitted to DWR 90 days after the first, second and third operational year has elapsed from the date of project completion, as determined by DWR. Annual post-performance support in 2025, 2026, and 2027 is included in the schedule below.

Table 1: Construction Schedule

Construction Schedule - Subtasks	Partner	Start	End	months
Task 11.1 Recycled Storage & Pumping Expansion	SEJPA	9/1/2020	10/30/2023	37
Task 11.2 RW Pipeline: North El Camino Real	Oceanside	9/1/2020	12/31/2021	16
Task 11.3 RW Pipeline: South El Camino Real	OMWD	12/21/2021	6/30/2022	6

Hoch Consulting proposes the following estimated schedule to complete grant administration services for Prop 1 Round 1 Project 6 per Table 2:

Table 2: Schedule

Task	Title	Estimated Completion Date(s)
Task A	Project Management/Oversight	June 2021 - May 30, 2024
Task B	LPP Agreement Coordination & Execution	March - June 30, 2021
Task C	Project Monitoring Report	April - May 30, 2021
Task D	Quarterly Progress Reports & Invoices	QR1 & Inv1 - May 15, 2021
		QR2 & Inv2 - August 15, 2021
		QR3 & Inv3 - November 15, 2021
		QR4 & Inv4 - February 15, 2022
		QR5 & Inv5 - May 15, 2022
		QR6 & Inv6 - August 15, 2022
		QR7 & Inv7 - November 15, 2022
		QR8 & Inv8 - February 15, 2023
		QR9 & Inv9 - May 15, 2023
		QR10 & Inv10 - August 15, 2023
		QR11 & Inv11- November 15, 2023
		QR12 & Inv12 - February 15, 2024
		Retention Report & Inv.– February 2024
Task E	Project Completion Report	November 2023 -February 29, 2024
Task F	Annual Post Performance Reports	July 2025; July 2026, July 2027



III. FEE PROPOSAL

Hoch Consulting proposes to perform the scope of services on a time and material basis not to exceed **\$132,060** as detailed in Table 3. Grant amendment preparation and processing is not included in this fee proposal. An hourly rate schedule is included in Table 4.

Table 3: Fee Proposal

Classification		Principal Project Manager	Associate Engineer	Mgmt Analyst	Total
Hourly Rate		\$ 180	\$ 135	\$ 125	
Task A	Project Management	100	80	0	\$ 28,800.00
Task B	LPP Agreements	50	16	25	\$ 14,285.00
Task C	Project Monitoring Report	10	20	10	\$ 5,750.00
Task D	Quarterly Progress Reports & Invoices	60	200	155	\$ 57,175.00
Task E	Project Completion Report	20	35	32	\$ 12,325.00
Task F	up to 3 Annual Post Performance Report	30	45	18	\$ 13,725.00
Total:		270	396	240	\$ 132,060.00

Table 4: Hourly Rates

Project Staff/Title	Hourly Rate
Kyrsten Burr / Principal Project Manager	\$180
Allison Ribachonek/ Project Engineer	\$135
Scott Iwamoto/Management Analyst	\$125

IV. ASSUMPTIONS AND EXCLUSIONS

Hoch assumes that SEJPA is responsible for meeting all parts of the schedule as shown in the LPS agreement between SDCWA and SEJPA. Hoch is not responsible for the management or implementation of any aspect of the construction projects as funded by the Prop 1 Round 1 grant.

Hoch understands that SEJPA intends to procure the first year of grant support services at **\$44,000**, with the option to extend the contract to allow continuation of support services through project completion and the three year anticipated post annual reporting schedule, ending 2027.

We greatly appreciate the opportunity submit this proposal to provide grant administration support services. If you have any questions, please do not hesitate to contact me.

Sincerely,
HOCH CONSULTING



Kyrsten Burr
Principal Project Manager



SAN ELIJO JOINT POWERS AUTHORITY
MEMORANDUM

August 17, 2021

TO: Board of Directors
San Elijo Joint Powers Authority

FROM: General Manager

SUBJECT: WATER CAMPUS IMPROVEMENT PROJECT UPDATE

RECOMMENDATION

It is recommended that the Board of Directors:

1. Authorize the General Manager to execute change orders with PCL Construction in the amount of \$373,251 from project contingency; and
2. Discuss and take action as appropriate.

BACKGROUND

San Elijo Joint Powers Authority (SEJPA) is currently constructing the Water Campus Improvement (WCI) project. The project commenced in Spring 2020 and completion is scheduled for October 2021. The WCI will provide a broad array of benefits to both SEJPA and the community including road safety improvements, a bicycle and pedestrian trail, public parking and future EV charging stations, stormwater flood mitigation and water quality improvements, solar energy system, and a host of facility improvements. The project has qualified for \$370,000 in grant funding and will receive up to \$5.4 million from Caltrans for transportation-related improvements. The 0.6-megawatt solar photovoltaic (PV) power system is being designed, constructed, and financed through a power purchase agreement with REC Solar and delivered as an integrated element of the WCI project.

Project Summary Table Water Campus Improvement Project (WCI)	
Construction Duration	June 2020 - Oct 2021 (16 months)
Budget	\$20.6 Million
Delivery Method	Construction Manager at Risk (CMAR)
Contractor	PCL Construction
Architect	Roesling, Nakamura, Terada (RNT)
Engineers of Record	Kimley-Horn and Associates, Fuscoe Engineering
Owners Representative	Kennedy Jenks Consultants
Environmental Documentation & Monitoring	Helix
Geotechnical, Material Testing & Specialty Inspection	Atlas

Table 1. Project Summary Table

Regulatory, environmental, and coastal development permit approvals were obtained in 2019. The general contractor was selected through a competitive proposal process, and the project was awarded to PCL Construction in March 2020. The construction agreement was then modified to include COVID-19 contract language, allowing the project to proceed while reducing pandemic-related risk to both SEJPA and PCL Construction. As a result of these modifications, the project contract was developed as two separate elements (Phase 1 and Phase 2) within one construction agreement.

The phased approach allowed storm channel and deep underground utility work to be completed during the dry season, while allowing the opportunity to rebid building and site improvement elements to include COVID-19 preventative measures and final permit requirements. Phase 1 was substantially completed in October 2020. Phase 2 construction is currently underway and includes the multi-use path, administration/operations building, public parking, security fencing, site landscaping, and Manchester traffic signal and right-of-way improvements.



Figure 1. Project Schedule Milestones

DISCUSSION

The Water Campus Improvement project is approximately 85% complete and trending on schedule and budget. The project team continues to demonstrate a culture of safety, permit compliance, collaboration, and quality. The project has no reportable safety incidents or permit violations to date.

Major work milestones include:

- Traffic signal and pedestrian crossing work commenced
- Exterior elements, glass and doors installed
- Exterior HVAC equipment delivered and set
- SDG&E electrical service connections in progress
- Solar PV system 90% design completed
- Building height certification submitted



Figure 2. Building exterior, glass and doors complete

The project budget includes an owner contingency line item of \$915,731 for unforeseen conditions and owner-directed changes to the Water Campus Improvement project. The Board previously authorized \$200,000 for Change Order A which included unforeseen conditions associated with building foundation construction and underground utilities, and \$342,480 for Change Order B that included the backup power, audio/visual system, solar PV sitework, and structural steel and rebar changes.

Staff is seeking approval to utilize the remaining owner contingency for Water Campus Improvement items including:

- SDG&E electrical service revisions
- Additional grading at entrance and pedestrian crossing
- Security system
- Electric Vehicle (EV) charging stations
- Furniture, Fixtures, and Equipment (FF&E)
- Any remaining unforeseen conditions prior to completion

During the design phase, San Diego Gas and Electric (SDG&E) approved a plan to obtain electrical service for the new administration and operations building from an existing onsite transformer. At the pre-construction meeting with SDG&E staff, they identified an issue with the approved plan which required a revision to the electrical interconnection, and an additional design and approval process. SDG&E worked closely with SEJPA staff to revise the service connection and approve the updated design, but ultimately the costs for this additional effort are the responsibility of the SEJPA.

The project also includes the realignment of the entryway to the facility and construction of a pedestrian crossing, both of which are located above a concrete culvert for the regional storm drain system. The shallow elevation of the existing culvert has created impediments to construction requiring additional design and extra construction work to resolve. The area is surrounded by an environmentally sensitive area which limits potential grading solutions, but the team is currently working to resolve these issues cost effectively.

In addition, our security consultant recommended security scope revisions including access points, motion detectors, and security cameras which were not included in the original design. SEJPA facilities require robust security systems to protect critical water infrastructure from potential outside threats and staff recommends the implementation of the security improvements.

Staff also proposes to use owner contingency funds to procure and install the electric vehicle (EV) charging stations. The WCI project was designed and approved as an “EV-ready” facility, and costs for the wiring to parking areas and interconnection to the new electrical room were included in the construction contract. In order to provide EV charging upon project completion, staff recommends including the installation of the chargers during construction.

Finally, staff recommends using remaining owner contingency funds to purchase the furniture, fixtures, and equipment (FF&E) necessary for the new facility. The FF&E scope was competitively bid and selected based on low bidder to procure, deliver, and assemble these items prior to building occupancy.



Figure 3. Multi-Use Path Trailhead and Public Parking Under Construction

FINANCIAL IMPACT

The Water Campus Improvement project is proceeding on budget and schedule. The proposed change order cost for Group C is \$373,251 and includes electrical service changes, additional grading work, security system installation, EV charging stations, FF&E, and an allowance for remaining unforeseen conditions. Upon Board approval of this request, Group C change orders will increase the total use of owner contingency to the full-budgeted amount of \$915,731. The overall project budget is detailed in Table 3 below, with approximately \$17.4 million spent to date.

Additionally, staff was successful in obtaining \$370,000 in grant funding for stormwater treatment improvements that have been incorporated into the project to protect downstream water quality. The grant funding is provided by the California Department of Water Resources, Proposition 84, Integrated Regional Water Management. Due to the uncertainty of securing the grant, this funding was not included in the original project budget but provides a source of additional contingency funds if needed.

Water Campus Improvement Project	
Owner Contingency Budget (5%)	Amount
Budget	\$ 915,731
Change Order Group A (Approved)	200,000
Change Order Group B (Approved)	342,480
Change Order Group C (Pending)	373,251
Total Pending Change Order Cost	915,731
Remaining Contingency Funding	\$ -

Table 2. Project Change Orders

WATER CAMPUS IMPROVEMENT PROJECT					
PROJECT BUDGET					
Item	Budget	Spent	% Budget	Est at Completion	
CONSTRUCTION					
Building and Site Improvements	\$ 12,795,269				
Multi-use Path	5,400,000				
Sub Total	\$ 18,195,269	\$ 15,763,250	87%	\$	18,195,269
Construction Contingency (scope gap)	214,000	146,000	68%		214,000
GMP Total	\$ 18,409,269	\$ 15,909,250	86%	\$	18,409,269
Owner Contingency (5%)	915,731	542,480	59%		915,731
Total	\$ 19,325,000	\$ 16,451,730	85%	\$	19,325,000
CONSTRUCTION FEES & SUPPORT SERVICES					
Engineering/Construction Management	\$ 319,155	\$ 198,655	62%	\$	319,155
Inspection/Testing	145,400	146,727	101%		174,410
IT/Comm/Security Integration	124,245	-	0%		124,245
Environmental Monitoring & Compliance Reporting	131,200	63,121	48%		122,500
Total	\$ 720,000	\$ 408,503	57%	\$	749,806
City of Encinitas Permits/Inspection Fees	400,000	257,645	64%		317,645
San Diego Regional Water Quality Control Board	150,000	149,500	100%		149,500
Grand Total	\$ 20,595,000	\$ 17,267,378	84%	\$	20,541,951

Table 3. Project Budget

It is therefore recommended that the Board of Directors:

1. Authorize the General Manager to execute change orders with PCL Construction in the amount of \$373,251 from project contingency; and
2. Discuss and take action as appropriate.

Respectfully submitted,

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

Michael T. Thornton, P.E.
General Manager

SAN ELIJO JOINT POWERS AUTHORITY
MEMORANDUM

August 17, 2021

TO: Board of Directors
San Elijo Joint Powers Authority

FROM: General Manager

SUBJECT: ACCEPT SOLIDS DEWATERING PRELIMINARY DESIGN REPORT AND
AWARD OF ENGINEERING DESIGN SERVICES CONTRACT

RECOMMENDATION

It is recommended that the Board of Directors:

1. Accept and file the Solids Dewatering Preliminary Design Report;
2. Authorize the General Manager to execute an Engineering Agreement with Black & Veatch for Design of the Solids Dewatering System for an amount not to exceed \$498,464; and
3. Discuss and take action as appropriate.

BACKGROUND

As part of wastewater treatment, solid material is separated from the water through a series of chemical, biological, and physical processes. This material, which is in a thickened liquid form, is pumped to the solids treatment system for additional biological treatment to reduce organics, destroy pathogens, and minimize odors. The final step in this process is to dewater the material, now called biosolids, prior to hauling offsite for beneficial use as fertilizer. The biosolids are tested to ensure compliance with 40 CFR Part 503 (Standards for the Use or Disposal of Sewage Sludge). The San Elijo Water Campus produces approximately 300 wet tons of biosolids per month.

In 2015, SEJPA completed a facility master plan (Facility Plan) that provided a general evaluation of the wastewater treatment and ocean outfall system, providing guidance and recommendations for replacing aging infrastructure. Included in this effort were recommendations for replacing and upgrading the solids treatment infrastructure.

In 2017, staff pursued a comprehensive evaluation of the solids dewatering system. The project was publicly advertised, and four firms submitted proposals, all of which exhibited a strong comprehension of project needs. The proposal that provided the best combination of qualifications, project understanding, and value-based approach was submitted by Black & Veatch. In September 2017, the SEJPA Board of Directors awarded a professional service agreement to Black & Veatch for conducting the prescribed work and submitting it within a

Solids Treatment Definition report. Field work and data analysis was completed in 2018 and equipment demonstrations were completed in 2019, with the final report submitted in 2020.

With the completion of the Solid Treatment Definition report, staff commenced preparation of the preliminary design with Black & Veatch in 2021 for replacing and upgrading key solid treatment systems.

DISCUSSION

Black & Veatch has completed the preliminary design report (PDR) for the solids dewatering system and biosolids building rehabilitation. The PDR provides clarity on the best treatment technology considering performance as well as capital and operational costs. In addition, the report considers alternatives for integrating the improvements into the existing facilities to identify best value solutions.

The report outlines the requirements for replacing dewatering equipment that has reached the end of its service life, improving the solids loading system, replacing corroded structural steel, and rehabilitating the solids dewatering building. The Project also includes new electrical power switchgear, instrumentation and controls, chemical storage and dosing systems, and odor control improvements. The final report can be reviewed online at:

https://sejpa.org/images/San_Elijo_Water_Reclamation_Facility_Sludge_Dewatering_Facilities_Upgrade.pdf

Black & Veatch has provided an engineering scope and fee proposal for the final design that will provide plans and specifications suitable for bidding the construction work. In addition, they propose to provide support services during bidding and evaluation of proposals from qualified construction firms. As the design is prepared and finalized prior to bidding, the probable construction cost will be further refined. Below is the proposed project schedule from final design to startup and performance testing.

Final Design & Construction Documents	September 2021 – April 2022
Public Advertising & Bidding Opening	May – July 2022
Contract Award	September 2022
Construction Completion	October 2022 – December 2023
Startup & Performance Testing	January – March 2024

FINANCIAL IMPACT

The negotiated fee for completing the final design and specifications for the dewatering facility is \$498,464. The project will be funded by the Wastewater Capital Program which has a fund balance of approximately \$7.01 million.

It is therefore recommended that the Board of Directors:

1. Accept and file the Solids Dewatering Preliminary Design report;
2. Authorize the General Manager to execute an Engineering Agreement with Black & Veatch for Final Design of the Solids Dewatering System for an amount not to exceed \$498,464; and
3. Discuss and take action as appropriate.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'M. Thornton', with a long horizontal flourish extending to the right.

Michael T. Thornton, P.E.
General Manager

Attachment 1: Black & Veatch Design Services Proposal

Scope of Services

BACKGROUND

The San Elijo Joint Powers Authority (SEJPA) owns and operates the San Elijo Water Reclamation Facility (SEWRF). In 2020 Black & Veatch Corporation (Black & Veatch) completed a Solids Treatment Project Analysis (Project) to estimate current and future solids quantities, review and screen technology alternatives for needed improvements, and develop a business case analysis for future improvements.

The Project provided recommendations for system upgrades that enable SEJPA to meet a level of service reliability consistent with Board and industry expectations as well as meet current and anticipated future regulatory requirements. The Project also identified improvements that will enhance operational efficiency and reduce operating costs.

As shown in Executive Summary Table ES-7 of the Project, improvements to the existing dissolved air floatation (DAF), dewatering, and polymer storage and feed facilities were identified to be most critical and recommended for immediate implementation (i.e. begin design within 1 year).

The improvements to DAF and its ancillary facilities will be completed by SEJPA as part of routine maintenance.

Black & Veatch developed the basis of design for the Sludge Dewatering Facilities Upgrades and will complete the Preliminary Design Report in July 2021.

Under this scope of services SEJPA will retain Black & Veatch to provide engineering services for detailed design of the dewatering, polymer storage, and feed facilities upgrades.

The scope of services and assumptions under each task are described as follows:

TASK 1 – PROJECT MANAGEMENT, ADMINISTRATION AND MEETINGS

Task 1.1 – Project Management and Administration

Consultant will perform typical project management duties for the duration of the project (design phase and bid phase), including regular correspondence with SEJPA, oversight of the project team, monitoring of the project finances and schedule, and resolution assistance. It's anticipated the duration for design phase of the project will be 7 months, followed by 1 month of bid phase.

The following will be performed as part of this Task.

- Project schedule and updates – Consultant will develop a baseline project schedule in Microsoft (MS) Project at the onset of the project; the baseline schedule will include key design submittal milestones, and SEJPA submittal review periods (2-weeks). Schedule updates will be submitted in a PDF format within 1- week of each design submittal (Baseline + two updates).
- Monthly progress reports – Consultant will prepare monthly progress reports included as an attachment to the monthly billing indicating general work efforts performed.
- Project Management – Consultant shall provide overall project management to ensure all aspects of the project are proceeding as planned and keeping SEJPA abreast of the project status and execution. This effort includes providing budget updates with each monthly billing.

- Out of scope work – Consultant will notify SEJPA of any out of scope items and obtain SEJPA approval prior to proceeding with any out of scope work.

Task 1.2 – Meetings

Consultant will participate in the following meetings. Kick-off and comment review meetings are assumed to be conducted in person (unless otherwise directed by SEJPA due to COVID-19 concerns), and the progress meetings and bi-weekly calls will be conducted, utilizing Microsoft (MS) Teams. Consultant will prepare agendas, presentations, handouts and meeting minutes when required.

- One project kickoff meeting (2-hour duration) – Will be attended by the Project Director (PD), Project Manager (PM), and Engineering Manager (EM).
- Two comment review meetings (2-hour duration, each), after submittal of the 70% and 100% design packages – Will be attended by the PD, PM, and EM. It is also assumed that the lead structural, electrical, and I&C engineer will attend the 70% design comment review meeting in person.
- Progress meetings (1 hour duration, each) – Up to two (2) progress meetings will be held to discuss/inform SEJPA of major design elements and progress. Meetings will be held to present current information and design approach and to gain SEJPA concurrence prior to proceeding. Meetings will be attended by PM, EM and other discipline leads as applicable.
- Bi-weekly progress conference calls (1/2-hour duration, each) – Black & Veatch will participate in bi-weekly conference calls with SEJPA. Calls will be held to discuss project progress, design decisions, engineering results, request items, schedule, budget and other pertinent information required to maintain design momentum. Calls are anticipated to last 30 minutes and will be attended by the PM and EM.

TASK 2 – DESIGN AND PREPARATION OF CONTRACT DOCUMENTS

Black & Veatch will develop detailed design of the dewatering, polymer storage, and feed facilities upgrades, including:

- Replacement of the existing belt filter presses (BFPs) with new centrifuges with operating platforms and monorail systems and installation of associated piping and appurtenances. The existing BFP supports, washwater curbs, mezzanine level, and stairs will be demolished. The existing access ladder from the mezzanine level to the upper roof will be removed, and a new exterior ladder from the grade level to the lower roof will be installed.
- Replacement of the existing screw conveyor and associated hopper with new screw conveyors (an Inclined Conveyor for each centrifuge unit, an Intermediate Conveyor, a Main Conveyor, and a potential Standby Conveyor) and live bottom bin equipped with truck distribution conveyor with gates. Modifications to the truck loading area structure, as required to support the new live bottom bin.
- Replacement of the existing truck scale with a longer low-profile truck scale that can accommodate the entire truck to stay on the scale, while the trailer position is adjusted during sludge loading, to allow for continuous monitoring. The existing concrete slab will be extended to accommodate the longer scale and approach ramps. The washdown area and the trench drain system will be modified to accommodate the new scale.
- Rehabilitation and improvements to the existing Dewatering Building, including:
 - Removal of the existing double door (existing opening to be closed off) and addition of two new double doors at South Wall.
 - Replacement of all other existing doors with new doors.

- Replacement of the existing skylights (in place) with new removable type.
- Resurfacing and recoating of steel framing and other metal components, interior, and exterior surfaces of the building (including the outdoor hopper area).
- Improvements to the ventilation and odor control systems, including removal of the existing exhaust fans, addition of an air supply fan for the Dewatering Room, replacement of the existing air conditioning unit (for the Electrical Room) with a new unit, and routing of foul air lines from the centrifuge units to the existing Odor Reduction Facility (ORF) No. 2.
- Replacement of the screened louvers with new windows (except for the opening to be utilized for ducting of the new air handling unit).
- Upgrades to the existing polymer feed and storage facilities, including:
 - A new outdoor polymer storage area with configuration suitable for a tote and forklift access and integration of the feed pump area within the containment. A metal canopy shade will be provided for sunshade. The existing polymer storage area will be demolished.
 - Replacement of the existing feeder blenders (for both thickening and dewatering processes) with a PLC based system.
- Electrical improvements associated with the upgrades as described above, including:
 - Replacement of the existing MCC-H (in place) with a new single bus MCC.
 - Replacement of the existing Switchgear (SWGR) MS-2 with a new unit to be installed in the existing storage room in the Chlorination Building.
 - Relocation of existing VC-2 to achieve the minimum clearance from the front of new MCC-H to side of VC-2 for NEC compliance.
- Instrumentation and control improvements associated with the upgrades as described above, including addition of an Allen-Bradley Compact Logix PLC to be used to expand the Bio Solids control capabilities.

Consultant will prepare Contract Documents (plans and specifications) for construction of the project as described under Task 2.1.

Task 2.1 – Design and Preparation of Contract Documents

Black & Veatch will provide design engineering services and develop contract documents for construction of the improvements noted above.

The following items are assumed for this task:

- Recommend and specify the type and quality of equipment and construction materials required for the project.
- Complete designs, drawings, and specifications to the standard level of care that contractors can determine manufacturing and construction work requirements.
- Prepare calculations as required for design of equipment, material selection, and preparation of construction drawings.
- Submittals of technical specifications (Division 16 format) and drawings will be provided (see below for a list of submittal packages and a preliminary list of drawings).

- Design review meetings as described under Task 1.2.
- Existing record drawings in PDFs provided by the SEJPA will be used as backgrounds for the demolition drawings. Demolition drawings will be supplemented with photographs to illustrate the existing equipment, piping, and appurtenances to be demolished. The record drawings will also be utilized to create new backgrounds in AutoCAD, representing the conditions after the completion of the demolition work, which will then be used to show the proposed improvements.
- Disciplines required include general, civil, architectural, structural, building mechanical, process mechanical, electrical, and instrumentation and control (see below for general description of work by each discipline).

Submittal Packages

A total of three submittals will be prepared – 70% and 100% for SEJPA review and comments, and a third containing the final documents for bid.

The 70% and 100% submittals will consist of the following:

- Drawings – electronic pdf file
- Specifications – electronic pdf file
- SEJPA Front-End Documents – electronic file with track changes

The final submittal will include:

- Drawings – electronic pdf file
- Specifications – electronic pdf file
- Electronic AutoCAD files of the drawings
- Electronic MS Word files of the specifications

Prior to issuance of each design level submittal, Black & Veatch will perform a quality control review (QCR). QCRs will be documented and filed per Black & Veatch's internal quality management system (QMS) requirements and can be made available to SEJPA upon request. QCR comments will be incorporated into the documents prior to submittal to SEJPA.

For the purpose of this proposal, it is assumed that the drawings shown in the preliminary drawing list in Appendix A will be provided and included in the overall set of drawings defined in the scope of services.

It is assumed that technical specifications Division 1 through 16 and special provisions, as shown in the preliminary specification list in Appendix B, will be developed for construction of the recommended improvements, including equipment and other materials, work to be performed by the Contractor, work constraints and construction sequencing, temporally facilities, and other requirements. It is assumed that SEJPA will provide a template (in MS Word) for the front-end sections, including but not limited to the Notice Inviting Bids, Bid Form/Schedule, etc., for Black & Veatch to review and edit with project specific information. SEJPA will review the edited front-end sections and incorporate them into the Contract Documents.

General Description of Work by Discipline

The following includes a description of the work anticipated with each discipline for the project.

- **General/Civil**
 - Development of a project location map, sheet list, abbreviations list, general notes, and an overall site plan, indicating the location of the existing Dewatering Building and ancillary facilities.

- It is assumed that the existing yard piping between the dewatering feed pumps and the Dewatering Building will be re-utilized (i.e. no new below-grade piping to be installed) and potholing will not be required.
- It is assumed that land surveying will be provided only for the polymer storage and dewatered cake truck loading area (west of the Dewatering Building).
- Development of specifications for temporary facilities required to maintain operations of the dewatering facilities during construction.
- A value engineering study will not be required.

■ Architectural

- Removal of the existing double door and addition of two new double doors at South Wall.
- Replacement of all other existing doors with new doors.
- Replacement of the existing skylights (in place) with new removable type.
- Replacement of the screened louvers with new windows (except for the opening to be utilized for ducting of the new air handling unit).
- Removal of the existing access ladder from the mezzanine level to the upper roof, and installation of a new exterior ladder from the grade level to the lower roof.
- It is assumed that architectural improvements, except for door replacement, will not be required for the new SWGR MS-2 Room in the Chlorination Building.
- It is assumed that Title 24 forms will not be required.

■ Structural

- Design of structural improvements required for demolition of the existing BFPs and installation of new centrifuges, associated operating platforms, and monorail systems (e.g. demolition of the mezzanine level, staircase and handrails, supporting the new equipment loads, etc.).
- It is assumed that the existing truck loading structure will be re-used with minor structural modifications to support the new live bottom bin.
- It is assumed that design of the new screw conveyor supports will be provided by the conveyor supplier. Black & Veatch will develop performance specifications, including conceptual layout, elevation, and other related information to specify the structural design requirements.
- Design of structural improvements associated with polymer storage and feed area upgrades.
- Design for pipe support systems for new or improved piping systems greater than 12-inches in diameter, if any, will also be included.
- It is assumed that no new openings will be made in the existing roof or walls, except for the two new double doors at South Wall and the modified wall penetration location for the new Main Conveyor.
- It is assumed that replacement of the existing skylights will not require structural modifications (i.e. similar weight, not requiring roof analysis or re-framing).
- Based on review of the available geotechnical reports, design for seismic liquefaction will not be required.

■ **Building Mechanical**

- Addition of an air supply fan for the existing Dewatering Building.
- Replacement of the existing air conditioning unit with a new split system consisting of an air-cooled condensing unit and a refrigerant coil installed in an air handling unit.
- Addition of a new emergency fixture at the polymer storage and feed facility. Water required for polymer feed system will be served by non-potable (plant effluent) water (to be designed under process mechanical).
- Fire protection systems will not be required in the building.

■ **Process Mechanical**

- Process mechanical improvements include the equipment, piping, valves, and appurtenances associated with the dewatering, dewatered cake conveyance, and polymer storage and feed facilities upgrades. This item also includes design of piping and piping connections, as well as coating of all necessary components. Demolition drawings will also be provided.
- Routing of new foul air piping from the centrifuge units to ORF No. 2. It is assumed that the existing scrubber vessel will be reused.
- It is assumed that pipe support systems for new or improved piping systems equal to or less than 12-inches in diameter will be designed by the Contractor (pipe support systems for new or improved piping systems greater than 12-inches in diameter will be designed by Black & Veatch; see structural scope of work).
- New polymer feed pumps will be provided for both DAF and dewatering polymer feed systems.
- The polymer storage system will remain as a tote system (i.e. no new bulk tanks).
- It is assumed that SEJPA will handle air permit modifications associated with odor control modifications (i.e. permitting assistance beyond providing design information being developed under Task 2.1 will not be required). Permitting assistance could be provided as additional services, if needed.
- It is assumed that the existing digested sludge feed pumps will be replaced with new units by SEJPA (outside of this Project).

■ **Electrical**

- Design of electrical improvements to provide power required for the equipment associated with the aforementioned improvements. Design documents will include one-line diagrams; electrical site, power and lighting plans; schematics and diagrams; electrical details; and specifications. Demolition one-lines will also be provided.
- Replacement of the existing light fixtures within the Dewatering Building.
- Replacement of the existing MCC-H (in place) with a new single bus MCC.
- Replacement of the existing SWGR MS-2 with a new unit to be installed in the existing storage room in the Chlorination Building.
- Relocation of existing VC-2 to achieve the minimum clearance from the front of new MCC-H to side of VC-2 for NEC compliance.

- Coordination with SDG&E, as required, for replacement of the SWGR MS-2.

■ Instrumentation and Controls

- Further development of piping and instrumentation diagrams (P&ID) and related control drawings for the equipment and ancillary items. Instrumentation for the systems will be selected and specified. Black & Veatch will also prepare control descriptions, I/O lists, and specify vendor packaged control equipment associated with the facility improvements.
- It is assumed that the system integration will be performed by SEJPA.
- It is assumed that expansion of communication network outside of the Dewatering Building will not be required (i.e. no fiber run).
- It is assumed that detailed wiring diagrams, such as loop diagrams or detailed panel wiring diagrams, will not be required for the contract documents.

Task 2.3 – Opinion of Probable Construction Cost (OPCC)

Opinions of probable construction cost will be prepared for the proposed improvements (by Black & Veatch's subconsultant). OPCCs will be prepared for the 70% and the 100% design submittal packages (two total). Each OPCC will be submitted within two (2) weeks of the design submittal date to allow for final determination of the construction cost matching the project elements contained in the submittal. All opinions of probable construction costs developed will follow the recommendations of the Association for the Advancement of Cost Engineering (AACE) International Recommended Practice No. 18R with regard to methodology and accuracy. Since Engineer has no control over the cost of labor, material, or equipment furnished by others not under contract to Engineer, Engineer's opinion of probable cost for construction of the work will be made on the basis of experience and qualifications as an Engineer. Engineer does not guarantee or warranty that proposals, bids, or actual project costs will not vary from Engineer's opinions of probable cost. The cost opinion level of accuracy presented by Engineer will be in accordance with accepted industry guidelines and as defined by AACE. The cost opinion will be of Class 2 and Class 1 accuracy for the 70% and 100% OPCC, respectively.

TASK 3 – BID PHASE

Task 3.1 – Bid Phase Services

Black & Veatch will provide the following services during the bid phase:

- Pre-Bid Meeting - Attend the pre-bid meeting (virtual or in-person, 1-hour duration), including assisting SEJPA in preparation of the meeting agenda.
- Bidder Questions - Provide technical support relative to bidder questions and prepare a response to questions during the bidding period.
- Bid Addenda - Assist SEJPA in preparing responses and contract document updates for up to two (2) technical bid addenda. The updated information will be provided to the SEJPA for incorporation into the official addenda issued by the SEJPA. An allocation of up to eighty (80) hours is assumed for Black & Veatch's coordination effort in the base scope of services. If additional effort is found to be needed, Black & Veatch will discuss with SEJPA before proceeding, so it can be determined if additional services are required.
- It is assumed that a conformed to bid documents will not be provided as part of this task. If the conformed documents are deemed to be required based on the extent of the modifications via addenda, they could be provided as part of the construction phase support services (i.e. under a separate contract).

APPENDIX A – PRELIMINARY DRAWING LIST

Preliminary Drawing List

SHEET	DRAWING	DESCRIPTION	70%	100%	FINAL
1	G-001	Cover Sheet and Vicinity Map	■	■	■
2	G-002	Sheet List	■	■	■
3	G-003	General Notes	■	■	■
4	G-004	Legends, General Symbols, and Abbreviations	■	■	■
5	G-005	Process Flow Diagram	■	■	■
6	C-001	Overall Site Plan	■	■	■
7	C-002	Truck Loading, Polymer Storage and Feed	■	■	■
8	D-001	Dewatering Building - Plans	■	■	■
9	D-002	Dewatering Building - Sections	■	■	■
10	D-003	Dewatering Building – Photos and Details	■	■	■
11	D-004	Dewatering Building – Photos and Details	■	■	■
12	D-005	Truck Loading and Polymer Storage – Plan and Section	■	■	■
13	D-006	Truck Loading and Polymer Storage – Photos and Details	■	■	■
14	A-001	Life Safety Plans and Building Code Analysis	■	■	■
15	A-002	Dewatering Building Floor Plan	■	■	■
16	A-003	Roof Plan and Details	■	■	■
17	A-004	Schedules and Details	■	■	■
18	A-005	Miscellaneous Details	■	■	■
19	S-001	Dewatering Building – Plan	■	■	■
20	S-002	Dewatering Building – Sections and Details	■	■	■
21	S-003	Dewatering Building – Sections and Details	■	■	■
22	S-004	Truck Loading – Plan	■	■	■
23	S-005	Truck Loading – Sections	■	■	■
24	S-006	Polymer Storage and Feed – Plan	■	■	■
25	S-007	Polymer Storage and Feed – Sections	■	■	■
26	S-008	South Wall Door Modifications	■	■	■
27	SD-001	Structural Notes	■	■	■
28	SD-002	Structural Loading Criteria	■	■	■
29	SD-003	Structural Legends and Abbreviations	■	■	■
30	SD-004	Standard Concrete Reinforcement Details	■	■	■
31	SD-005	Guardrail and Handrailing Detail	■	■	■
32	SD-006	Typical Details	■	■	■
33	SD-007	Typical Details	■	■	■
34	M-001	Dewatering Building and Odor Reduction Facility - Plans	■	■	■
35	M-002	Dewatering Building and Odor Reduction Facility - Section	■	■	■
36	M-003	Truck Loading – Plan	■	■	■
37	M-004	Truck Loading – Sections	■	■	■
38	M-005	Polymer Storage and Feed – Plan	■	■	■

SHEET	DRAWING	DESCRIPTION	70%	100%	FINAL
39	M-006	Polymer Storage and Feed – Sections	■	■	■
40	M-007	Mechanical Details	■	■	■
41	M-008	Mechanical Details	■	■	■
42	M-009	Mechanical Details		■	■
43	P-001	Plumbing - Legend, Abbreviations, and General Notes	■	■	■
44	P-002	Polymer Storage Feed - Plan	■	■	■
45	P-003	Details and Schedules	■	■	■
46	H-001	HVAC - Legend, Abbreviations and General Notes	■	■	■
47	H-002	Dewatering Building – Floor Plan	■	■	■
48	H-003	Switchgear MS-2 Room – Floor Plan	■	■	■
49	H-004	Schedules, Sequence of Operation and Details	■	■	■
50	E-001	Legend	■	■	■
51	E-002	Abbreviations and Notes	■	■	■
52	E-003	Power Distribution Functional Diagram	■	■	■
53	E-004	Site Plan	■	■	■
54	E-005	Ductbank Schedule	■	■	■
55	E-006	Demolition One-Line Diagrams	■	■	■
56	E-007	One-Line Diagrams	■	■	■
57	E-008	One-Line Diagrams	■	■	■
58	E-009	Schematics	■	■	■
59	E-010	Dewatering Building Power Plan	■	■	■
60	E-011	Dewatering Building Lighting Plans	■	■	■
61	E-012	Chlorination Building – Demolition and Power Plan	■	■	■
62	E-013	Miscellaneous Power Plans	■	■	■
63	E-014	Panelboard and Lighting Fixture Schedules	■	■	■
64	E-015	Miscellaneous Details		■	■
65	I-001	P&ID – Legend & Abbreviations	■	■	■
66	I-002	P&ID – Legend & Abbreviations	■	■	■
67	I-003	P&ID – Legend & Abbreviations	■	■	■
68	I-004	Control Block Diagram - Legend & Abbreviations	■	■	■
69	I-005	P&ID – Dewatering Feed Pumps	■	■	■
70	I-006	P&ID – Thickening Polymer Storage and Feed	■	■	■
71	I-007	P&ID – Dewatering Polymer Storage and Feed	■	■	■
72	I-008	P&ID – Dewatering Centrifuge No. 1	■	■	■
73	I-009	P&ID – Dewatering Centrifuge No. 2	■	■	■
74	I-010	P&ID – Dewatered Cake Conveyor and Truck Loading 1	■	■	■
75	I-011	P&ID – Dewatered Cake Conveyor and Truck Loading 2	■	■	■
76	I-012	P&ID – Ventilation and Odor Control System	■	■	■
77	I-013	Control System Block Diagram	■	■	■
78	I-014	Instrument Installation Details	■	■	■

SHEET	DRAWING	DESCRIPTION	70%	100%	FINAL
79	I-015	Enclosure Details			

APPENDIX B – PRELIMINARY SPECIFICATION LIST

Preliminary Specification List

SPEC NO.	DESCRIPTION	70%	100%	FINAL
Division 1	General Requirements			
01015	Work Covered by Contract Documents			
01025	Progress Payment Procedures			
01070	Abbreviations and Acronyms			
01080	Construction Sequencing & Work Constraints			
01300	Submittals Procedures			
01310	Construction Progress Schedule			
01320	Construction Progress Documentation			
01380	Photographic Documentation			
01400	Quality Control			
01450	Code Required Special Inspections and Procedures			
01500	Temporary Facilities and Controls			
01510	Bypass of Dewatering Facility			
01610	General Equipment Stipulations			
01611	Meteorological and Seismic Design Criteria			
01612	Product Delivery Requirements			
01614	Product Storage and Handling Requirements			
01615	Equipment and Valve Identification			
01620	Equipment Schedule			
01630	Pipeline Schedule			
01650	Commissioning			
01820	Demonstration and Training			
Division 2	Site Work			
02050	Demolition			
02200	Excavation and Fill for Structures			
02512	Asphalt Paving			
Division 3	Concrete			
03100	Concrete Forming			
03200	Concrete Reinforcing			
03250	Concrete Joints and Accessories			
03300	Cast-in-Place Concrete			
03350A	Concrete Placing			
03350B	Concrete Finishing			

SPEC NO.	DESCRIPTION	70%	100%	FINAL
03350C	Concrete Curing	■	■	■
03600	Grouting	■	■	■
03920	Concrete Surface Repair		■	■
03930	Concrete Crack Repair		■	■
Division 4	Masonry – Not Used			
Division 5	Metals			
05120	Structural Cast Steel Components		■	■
05520	Handrailing, Guardrailing, and Ladders	■	■	■
05550	Anchorage in Concrete and Masonry	■	■	■
05990	Structural and Miscellaneous Metals	■	■	■
Division 6	Wood and Plastics	■	■	■
06743	Fiberglass Reinforced Plastic Gratings	■	■	■
06745	Fiberglass Reinforced Plastic Railings	■	■	■
Division 7	Thermal and Moisture Protection – Not Used			
Division 8	Doors and Windows			
08050	Basic Window Materials and Methods	■	■	■
08110	Steel Doors and Frames			
08520	Windows	■	■	■
08600	Skylights	■	■	■
Division 9				
09886	Elastomeric High Solids Urethane Lining Systems	■	■	■
09920	Painting	■	■	■
09940	Protective Coatings	■	■	■
Division 10	Specialties			
10882	Truck Scale	■	■	■
Division 11	Equipment			
11060	Equipment Installation	■	■	■
11350	Dewatering Equipment	■	■	■
11357	Odor Control Dampers	■	■	■
11720	Polymer Feed Systems	■	■	■
Division 12	Furnishings – Not Used			

SPEC NO.	DESCRIPTION	70%	100%	FINAL
Division 13	Special Construction			
13500	Instrumentation and Control System	■	■	■
13500A	Instrument Device Schedule	■	■	■
13530	Programmable Logic Controllers	■	■	■
13530A	Input/Output Listing	■	■	■
13550	Software Control Block Descriptions	■	■	■
13561	Panel Mounted Instruments	■	■	■
13562	Flow Instruments	■	■	■
13563	Pressure and Level Instruments	■	■	■
13564	Process Analytical Instruments	■	■	■
13565	Temperature Instruments	■	■	■
13566	Miscellaneous Instruments	■	■	■
13570	Panels, Consoles, and Appurtenances	■	■	■
13750	Tightness Testing of Structures	■	■	■
Division 14	Conveying			
14552	Screw Conveyors	■	■	■
14622	Monorail Electric Wire Rope Hoist	■	■	■
Division 15	Mechanical			
15010	Valve Installation	■	■	■
15020	Miscellaneous Piping and Accessories Installation	■	■	■
15050	Basic Mechanical Building Systems Materials and Methods	■	■	■
15060	Miscellaneous Piping and Pipe Accessories	■	■	■
15061	Ductile Iron Pipe	■	■	■
15064	Stainless Steel Pipe and Alloy Pipe, Tubing, and Accessories	■	■	■
15066	Fiberglass Reinforced Pipe	■	■	■
15067	Miscellaneous Plastic Pipe, Tubing, and Accessories	■	■	■
15070	Copper Tubing and Accessories	■	■	■
15091	Miscellaneous Ball Valves	■	■	■
15092	Industrial Butterfly Valves	■	■	■
15093	Check Valves	■	■	■
15102	Eccentric Plug Valves	■	■	■
15105	Knife Gate Valves			
15130	Pressure Gauges	■	■	■
15140	Pipe Supports	■	■	■
15180	Valve and Gate Actuators	■	■	■
15250	Mechanical Insulation	■	■	■
15500	Heating, Ventilating, and Air Conditioning	■	■	■
15650	Refrigeration Systems	■	■	■

SPEC NO.	DESCRIPTION	70%	100%	FINAL
15880	Air Distribution Systems	■	■	■
15990	Testing, Adjusting, and Balancing	■	■	■
Division 16	Electrical			
16050	Electrical	■	■	■
16100	Electrical Equipment Installation	■	■	■
16125	Electrical Equipment Enclosure	■	■	■
16220	Common Motor Requirements for Process Equipment	■	■	■
16346	Low-Voltage Switchgear	■	■	■
16480	600 Volt Class Motor Control Centers	■	■	■

Fee Proposal

PHASE/Task (Billing Rate, \$\$,Hr.)		Project Director	Sr. Project Manager	Admin	Engineering Manager	Civil Engineer	Civil Director/QC	Structural Director/QC	Structural Sr. Engineer	Structural Engineer	Architect Director/QC	Senior Architect	Architect	Bldg Mech Director/QC	Bldg Mech Engineer	Proc Mech Director/QC	Proc Mech Sr. Engineer	Proc Mech Engineer	Chem Feed Director/QC	Chem Feed Sr. Engineer	Chem Feed Engineer	Electrical Director/QC	Electrical Sr. Engineer	Electrical Engineer	Electrical Sr. Technician
		\$300.00	\$270.00	\$100.00	\$200.00	\$130.00	\$210.00	\$210.00	\$200.00	\$155.00	\$205.00	\$170.00	\$155.00	\$210.00	\$155.00	\$210.00	\$170.00	\$125.00	\$215.00	\$190.00	\$145.00	\$220.00	\$210.00	\$155.00	\$120.00
WORK BREAKDOWN STRUCTURE	PHASE																								
Task 1 - Project Management, Administration and Meetings	1000																								
Task 1.1 - Project Management and Administration	1100	-	18	4	10	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Task 1.2 - Meetings & Workshops	1200	8	24	4	28	6	-	-	4	-	-	-	4	-	4	-	4	-	-	4	-	-	4	-	-
Task 2 - Design and Preparation of Contract Documents	2000																								
Task 2.1 - Design and Preparation of Contract Documents	2100																								
70% Design Submittal	2110	2	10	8	48	120	20	10	108	90	12	18	36	12	81	12	60	48	2	4	48	6	2	84	46
100% Design Submittal	2120	2	10	8	32	96	10	4	31	26	16	16	24	12	81	10	30	30	2	2	20	10	12	134	37
Final Documents for Bid	2130	-	6	8	16	80	8	1	16	13	1	1	16	5	20	4	12	18	2	2	12	2	-	26	9
Task 2.2 - Opinion of Probable Construction Cost (OPCC)	2200																								
70% Design Submittal	2210	-	2	-	8	-	-	-	-	-	-	-	-	-	1	-	1	-	-	1	-	-	-	2	-
100% Design Submittal	2220	-	2	-	4	-	-	-	-	-	-	-	-	-	1	-	1	-	-	1	-	-	-	2	-
Task 3 - Bid Phase Services	3000	-	4	4	8	2	-	-	4	4	-	-	2	-	4	-	-	10	-	-	4	-	-	8	-
Total, Hours		12	76	36	154	304	38	15	163	133	29	35	82	29	192	26	108	106	6	14	84	18	18	256	92
Total, Billings		\$ 3,600	\$ 20,520	\$ 3,600	\$ 30,800	\$ 39,520	\$ 7,980	\$ 3,150	\$ 32,600	\$ 20,615	\$ 5,945	\$ 5,950	\$ 12,710	\$ 6,090	\$ 29,760	\$ 5,460	\$ 18,360	\$ 13,250	\$ 1,290	\$ 2,660	\$ 12,180	\$ 3,960	\$ 3,780	\$ 39,680	\$ 11,040

PHASE/Task (Billing Rate, \$\$,Hr.)		Electrical Technician	I&C Director/QC	I&C Sr. Engineer	I&C Engineer	I&C Technician	Process Director	Process Sr. Engineer	CAD Coordinator	CAD Technician	Finance	Project Controls	Geotech Sr. Engineer	SUBTOTAL, hours	SUBTOTAL, Billings \$	EXPENSES	KARN Engineering and Surveying, Inc. (Surveying)	Cumming (Estimating)	SUBTOTAL, SUBCONTRACTS with 5% Markup	TOTAL Billings
		\$85.00	\$230.00	\$195.00	\$120.00	\$125.00	\$265.00	\$200.00	\$150.00	\$85.00	\$120.00	\$125.00	\$225.00							
WORK BREAKDOWN STRUCTURE	PHASE																			
Task 1 - Project Management, Administration and Meetings	1000																			
Task 1.1 - Project Management and Administration	1100	-	-	-	-	-	-	-	-	-	22	18	-	72	\$ 12,150	\$ -			\$ -	\$ 12,150
Task 1.2 - Meetings & Workshops	1200	-	-	4	-	-	4	4	-	-	-	-	-	106	\$ 22,620	\$ 1,500			\$ -	\$ 24,120
Task 2 - Design and Preparation of Contract Documents	2000																			
Task 2.1 - Design and Preparation of Contract Documents	2100																			
70% Design Submittal	2110	19	15	73	149	-	10	6	66	225	-	-	8	1,458	\$ 216,313	\$ -	\$ 3,900		\$ 4,095	\$ 220,408
100% Design Submittal	2120	24	20	26	46	6	6	2	34	180	-	-	-	999	\$ 145,886	\$ -			\$ -	\$ 145,886
Final Documents for Bid	2130	4	1	10	18	3	2	-	14	60	-	-	-	390	\$ 56,181	\$ -			\$ -	\$ 56,181
Task 2.2 - Opinion of Probable Construction Cost (OPCC)	2200																			
70% Design Submittal	2210	-	-	1	-	-	-	2	-	-	-	-	-	18	\$ 3,560	\$ -		\$ 12,160	\$ 12,768	\$ 16,328
100% Design Submittal	2220	-	-	1	-	-	-	2	-	-	-	-	-	14	\$ 2,760	\$ -		\$ 7,410	\$ 7,781	\$ 10,541
Task 3 - Bid Phase Services	3000	-	-	2	6	4	2	4	2	10	-	-	-	84	\$ 12,850	\$ -			\$ -	\$ 12,850
Total, Hours		47	36	117	219	13	24	20	116	475	22	18	8	3,141						
Total, Billings		\$ 3,995	\$ 8,280	\$ 22,815	\$ 26,280	\$ 1,625	\$ 6,360	\$ 4,000	\$ 17,400	\$ 40,375	\$ 2,640	\$ 2,250	\$ 1,800		\$ 472,320	\$ 1,500	\$ 4,095	\$ 20,549	\$ 24,644	\$ 498,464

Schedule

PROJECT EXECUTION SCHEDULE
SLUDGE DEWATERING FACILITIES UPGRADES - DETAILED DESIGN SERVICES
BLACK & VEATCH

