

**AGENDA  
SAN ELIJO JOINT POWERS AUTHORITY  
TUESDAY, JUNE 15, 2021 AT 8:30 AM**

The next regular meeting of the San Elijo Joint Powers Authority (SEJPA) will be on Tuesday, June 15, 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: 991 4390 2345

Public Comments may be submitted via email to [hackneyv@sejpa.org](mailto:hackneyv@sejpa.org) by no later than 7:30 a.m. the day of the meeting, June 15, 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  
California Water Environmental Association, Plant of the Year Award
  6. \* **CONSENT CALENDAR**
  7. \* [APPROVAL OF MINUTES FOR MAY 18, 2021 MEETING](#)
  8. \* [APPROVAL FOR PAYMENT OF WARRANTS AND MONTHLY INVESTMENT REPORTS](#)
  9. \* [WASTEWATER TREATMENT REPORT](#)
  10. \* [RECYCLED WATER REPORT](#)
  11. \* [LANDSCAPE MAINTENANCE SERVICES AGREEMENT EXTENSION](#)
  12. \* [JANITORIAL SERVICES AGREEMENT EXTENSION](#)
  13. \* [AWARD OF CONTRACT FOR PROCUREMENT OF SODIUM HYPOCHLORITE](#)
  14. \* [AWARD OF CONTRACT FOR GREASE AND SCUM AND GRIT AND SCREENINGS REMOVAL AND DISPOSAL SERVICES](#)
  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](#)

16. \* 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**

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

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 services agreement with Hoch Consulting for grant administration support for an amount not to exceed \$38,565;
3. Professional services agreement with Helix Consulting for CEQA, NEPA, and Environmental Services for an amount not to exceed \$101,900;
4. Professional services agreement with Kimley Horn & Associates for engineering services for an amount not to exceed \$86,000;
5. Professional services agreement with Trussell Technologies for engineering services for an amount not to exceed \$74,276;
6. Professional services agreement with The Nature Collective for educational services for an amount not to exceed \$80,000;
7. Discuss and take action as appropriate.

Staff Reference: General Manager

18. GENERAL MANAGER'S REPORT

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

19. GENERAL COUNSEL'S REPORT

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

20. BOARD MEMBER COMMENTS

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

21. CLOSED SESSION

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

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

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

22. CONSIDERATION OF GENERAL MANAGER EMPLOYMENT COMPENSATION

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

Staff Reference: General Manager

23. ADJOURNMENT

The next regularly scheduled San Elijo Joint Powers Authority Board Meeting will be Tuesday, August 17, 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](http://www.sejpa.org). The SEJPA Board meetings are held on the third Tuesday of each month, with no scheduled meetings in August.

AFFIDAVIT OF POSTING

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

San Elijo Water 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: June 10, 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 MAY 18, 2021  
VIA VIDEO CONFERENCE

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Kristi Becker, Chair

Kellie Hinze, Vice Chair

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A meeting of the Board of Directors of San Elijo Joint Powers Authority (SEJPA) was held Tuesday, May 18, 2021, at 8:30 a.m., via a public web conference.

1. CALL TO ORDER

Chair Becker called the meeting to order at 8:30 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 Director of Public Works Department	Isam Hireish
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*City of Solana Beach:*

City Manager	Greg Wade
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*City of Del Mar:*

Public Works Director/City Engineer	Joe Bride
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3. PLEDGE OF ALLEGIANCE

General Manager Thornton led the Pledge of Allegiance.

4. ORAL COMMUNICATION

None.

5. AWARDS AND RECOGNITION

None.

6. CONSENT CALENDAR

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

Agenda Item No. 7	Approval of Minutes for the April 20, 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	San Elijo Joint Powers Authority Fiscal Year 2021-22 Recommended Budget Update
Agenda Item No. 12	Appointment of the San Elijo Joint Powers Authority Auditor

Motion carried with the following vote of approval:

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

14. SAN ELIJO JOINT POWERS AUTHORITY RECYCLED WATER PROGRAM – PROPOSED WHOLESALE AGREEMENT AMENDMENT

General Manager Thornton stated that the San Elijo Joint Powers Authority (SEJPA) operates a recycled water utility that sells recycled water to four water purveyors; Santa Fe Irrigation District (SFID), San Dieguito Water District (SDWD), Olivenhain Municipal Water District (OMWD) and the City of Del Mar. SEJPA has individual wholesale water agreements with each water purveyor that includes pricing structure, water quality, and minimum purchase volume.

SEJPA executed the original wholesale agreement with SFID approximately 24 years ago, the current agreement amendment is set to expire on June 30, 2021. Staff has met with representatives from SFID to prepare the Sixth Amendment.

This proposed amendment with SFID extends the term of the Agreement to June 30, 2031 with price increases of no less than 2% and no more than 5% based on a cost-of-service methodology. It is substantially similar to the fifth agreement amendment with the most material change being the reduction of the guaranteed minimum annual purchase volume from 450 AFY to 375 AFY.

SFID is scheduled to present the proposed agreement to their Board of Directors for consideration on May 20, 2021. Approval of this amendment will be consistent with other purveyor's agreements and correspond with the proposed Cost of Service Study.

Moved by Board Member Zito and seconded by Vice Chair Hinze to:

1. Authorize the General Manager to execute a Sixth Amendment to the Agreement for Sale of Reclaimed Water to the Santa Fe Irrigation District by the San Elijo Joint Powers Authority, subject to the General Manager's final negotiations with the District and General Counsel's final review; and
2. 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

15. RECYCLED WATER COST OF SERVICE AND PROPOSED WHOLESALE RATES AND RESERVE POLICY

Director of Finance and Administration, Amy Chang, stated that in 2020, San Elijo Joint Powers Authority (SEJPA) retained Carollo Engineers (Carollo) to conduct the 2021 Recycled Water Rate Study (Study). The purpose of this Study is to assess SEJPA's current recycled water wholesale rates, financial metrics, and recycled water demands and provide rate recommendations for FYE 2022 through 2026.

At the March 2021 SEJPA Board meeting, staff presented the recycled water cost-of-service and capital improvement program (CIP) workshop and received Board direction to incorporate a revised and formalized reserve policy and a 10-year capital improvement plan in the draft cost-of-service study.

At the April 2021 SEJPA Board meeting, staff presented the Study prepared by Carollo and discussed the recommended 3.9% annual rate increases for the non-interruptible customers through FYE 2026 coupled with financing approximately half of the expected CIP expense (\$5.5 million) which provided the optimal financial plan.

Staff has discussed the Study and associated rate increase with the water purveyors served by the recycled water utility. The recommendation is a 3.9% annual rate increase for FY 2021-22, FY 2022-23, FY 2023-24, FY 2024-25, and FY 2025-26, and \$5.5 million debt financing, with the consideration to reduce the rate increase if the reserve fund level exceeds 75% of the reserve policy requirements on or after July 1, 2024.

The proposed 3.9% rate increases coupled with PAYGO and \$5.5 million debt financing will result in adequate funding for the recycled water utility for the 5-year period, FYE 2022 through FYE 2026.

Moved by Board Member Zito with modification to item 3, being that if conditions are met to decrease the annual rate increase, the decision shall be brought to the Board for approval, and seconded by Chair Becker to:

1. Accept and file the Carollo Engineers Recycled Water Rate Study;
2. Approve 3.9% annual Recycled Water Rate increase to Santa Fe Irrigation District (SFID), San Dieguito Water District (SDWD), Olivenhain Municipal Water District (OMWD), and the City of Del Mar beginning July 1, 2021, July 1, 2022, July 1, 2023, July 1, 2024, and again beginning July 1, 2025;
3. Authorize the General Manager to decrease annual rate increase if San Elijo Joint Powers Authority's recycled water reserve fund exceeds 75% of the Recycled Water Reserve Fund Policy requirements on or after July 1, 2024;
4. Adopt the Resolution of the Board of Directors of the San Elijo Joint Powers Authority Establishing the Recycled Water Reserve Fund Policy; and
5. 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

16. WATER CAMPUS IMPROVEMENT PROJECT UPDATE

Senior Project Manager, Michael Konicke, stated San Elijo Joint Powers Authority (SEJPA) is currently in construction of the Water Campus Improvements (WCI) project. The Water Campus Improvements are approximately 70% complete and trending on schedule and budget.

In March 2020, the Board of Directors approved a professional services contract with Atlas (formerly Southern California Soils & Testing) to provide geotechnical, testing, and inspection services for \$119,609.

During construction, unforeseen conditions were encountered that required additional testing and inspection work by Atlas. The conditions included abandoned utilities, unstable soils, and higher than anticipated groundwater levels. Additionally, Atlas provided services required for the Caltrans' multi-use path that were not identified initially by the engineer of record but were required by the City inspector.

The proposed cost for the additional services is \$54,801, and is available in the Construction Fees and Support Services budget.

Moved by Vice Chair Hinze and seconded by Board Member Zito to:

1. Authorize the General Manager to amend the professional services agreement with Atlas for additional geotechnical, test, and inspection services in the amount of \$54,801; and



2. 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

17. CLIMATE CHANGE ACTION PLAN

General Manager Thornton stated that the San Elijo Joint Powers Authority (SEJPA) seeks to develop its Climate Change Action Plan (CCAP) as a communication tool with its elected Board of Directors, the communities and local government agencies it serves, and the regulatory community.

The CCAP is intended to provide guidance and transparency to the SEJPA's strategy for planning and adapting to climate change. The CCAP will be submitted to the Regional Water Quality Control Board in compliance with Special Studies Requirement VI.A of RWQCB Order No. R9-2018-0003. To address the requirements of this Order, the CCAP summarizes:

- Potential Climate Change Effects: Projected climate change effects and their impact on SEJPA and tributary wastewater facilities if current climate change trends continue
- Greenhouse Gas Emissions (GHG): Address GHG emissions, identify reduction goals, and achieve those reduction goals
- Planning Process for Addressing Climate Change: Steps taken or planned, to address projected climate change effects and GHG Emissions
- Implementation: The process and schedule for updating the CCAP and support studies, financing issues, and any required climate related NPDES permit revisions

In the near future, SEJPA treatment facilities and processes are not projected to be impacted by climate-related effects. Nonetheless, climate change has represented an important planning consideration in implementing improvements at SEJPA.

It is required that SEJPA CCAP include a proposed schedule for updating the CCAP as more information on climate change and its effects become more available. SEJPA proposes to complete an update to this CCAP by the earlier of the following:

- As required by the RWQCB in an update or amendment to Order No. R9-2018-0003
- As directed by the SEJPA Board of Directors
- By the end of the succeeding NPDES permit term (anticipated to be May 31, 2028)

The CCAP will serve as an overarching guide that leads to continual improvement and advancements in GHG reduction and climate change adaptation.

Moved by Chair Becker and seconded by Board Member Zito to:

1. Accept and File the San Elijo Water Campus Climate Change Action Plan; and
2. 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 a meeting with Board Chair Becker in preparation for the May Board Meeting, announced that the General Manager Performance Evaluation will occur at the June Board Meeting during a closed session, and that the San Elijo Joint Powers Authority Restatement is expected to be brought to the Member Agencies' City Councils for approval. Once approved, it will be sent to the State for filing. General Manager Thornton also stated that some staff members will be attending the California Water Environment Associate Annual Virtual Conference in June.

17. GENERAL COUNSEL'S REPORT

Adriana Ochoa stated that it is anticipated that the provision allowing for virtual public board meetings will continue for the remainder of the year, however there may be allowances for in person meetings in the near future.

18. BOARD MEMBER COMMENTS

Board Member Blakespear requested staff to bring an agenda item to the Board to report on SEJPA facilities' energy outputs for the Board to vote on an option to opt into a 100% renewable option.

19. CLOSED SESSION

None.

20. ADJOURNMENT

The meeting adjourned at 9:17 a.m. The next Board of Directors meeting is scheduled to be held on Tuesday, June 15, 2021 at 8:30 a.m.

Respectfully submitted,



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Michael T. Thornton, P.E.  
General Manager

**SAN ELIJO JOINT POWERS AUTHORITY**  
**PAYMENT OF WARRANTS**  
**21-06**  
**For the Month of May 2021**

Warrant #	Vendor Name	G/L Account	Warrant Description	Amount
39638	Void	Void	Void	\$ -
39639	AT&T	Utilities - Telephone	Phone service - 03/13/21 - 04/12/21	453.25
39640	James Barnett	Dues & Memberships	CWEA membership - J. Barnett	192.00
39641	BrightView Landscapes	Services - Landscape	May	2,782.00
39642	California Water Technologies	Supplies - Chem - Ferric Chlo	Ferric chloride	6,303.04
39643	EDCO Waste & Recycling Service	Utilities - Trash	Apr	274.16
39644	City of Encinitas	Service - IT Support	Admin network - May	7,956.75
39645	City of Encinitas	Licenses	Zoom - May	39.98
39646	City of Encinitas	Licenses	Duo - May	30.00
39647	ERA	Supplies - Laboratory	Source water microbe, Enterococci, Wastewater	938.53
39648	Eurofins Calscience, LLC	Services - Laboratory	Testing water samples	207.00
39649	FRS Environmental	Services - Maintenance	Parts washer service	271.55
39650	GC Pivotal LLC	Utilities - Internet	T-1 service - Jun	355.24
39651	Hardy Diagnostics	Supplies - Laboratory	Various supplies	1,019.76
39652	Idexx Distribution, Inc.	Supplies - Laboratory	Various supplies	3,458.39
39653	Lawson Products Inc.	Supplies - Shop & Field	Industrial hardware	268.80
39654	McMaster-Carr Supply Co.	Supplies - Shop & Field	Industrial hardware	288.62
39655	Olin Corp - Chlor Alkali	Supplies - Chem - Sodium Hypo	Sodium hypochlorite	3,761.30
39656	Eric ORiley	Supplies - Laboratory	Employee reimbursement - Distilled water	18.54
39657	Pacific Pipeline Supply	Repair Parts Expense	Weld, nut and gasket	1,348.25
39658	PCL Construction Services PCL	Services - Contractors	WCI project	1,162,600.72
39659	Quality Microscope Service	Services - Maintenance	Preventative maintenance service	150.00
39660	San Dieguito Water District	Utilities - Water (Suppl.)	Water and recycled water	2,491.77
39661	Smart & Final	COVID19-Supplies-Equipment	Supplies	583.16
39662	Southern California Fleet Ser.	Vehicle Maintenance	PM service and grease	755.93
39663	State Water Resources Control	Dues & Memberships	Certificate - S. Best	150.00
39664	Thatcher Company of California	Supplies - Chemicals	Aluminum sulfate	5,904.32
39665	Technology Integration Group	Services - Maintenance	Copier	88.58
39666	Unifirst Corporation	Services - Uniforms	Uniform service	298.90
39667	UPS	Postage/Shipping	Mailing parts	207.58
39668	Underground Service Alert/SC	Services - Alarm	Safe excavation board and dig alert - May	272.14
39669	USA Bluebook	Repair Parts Expense & Supplies	Digester recirc pump, turbimeter, 15 ft cable, various supplies	7,405.00
39670	Vantagepoint Transfer Agents	EE Deduction Benefits	ICMA - 457	6,888.42
39671	Vantagepoint Transfer Agents	ICMA Retirement	ICMA - 401a	4,123.67
39672	Void	Void	Void	-
39673	Volt Management Corp	Services - Temp	Internship program - 03/26/21 to 04/25/21	8,267.87
39674	VWR International, Inc.	Supplies - Laboratory	Various supplies	600.90
39675	Affordable Drain Services	Services - Maintenance	Emergency drain cleanup	228.00
39676	Allied Storage Containers	Equipment Rental/Lease	20' and 40' storage containers - 05/01/21 - 05/31/21	274.76
39677	Aquatic Bioassay	Services - Laboratory	Kelp germination	1,050.00
39678	AT&T	Utilities - Telephone	Phone service - 04/13/21 - 05/12/21	453.25
39679	AT&T	Utilities - Telephone	Alarm service - May	403.31
39680	Bay City Electric Works	Services - Maintenance	Preventative maintenance - Generator	310.00
39681	BK Valves & Equipment, Inc	Repair Parts Expense	Dual disc wafer check valve	3,603.80
39682	Black & Veatch	Services - Engineering	Preliminary Design - Solids Dewatering System	51,512.50
39683	Brenntag Pacific, Inc	Supplies - Chem - Odor	Sodium hydroxide	1,121.60
39684	California State Lands Commiss	Fees - Permits	Staff project charges - 10/01/20 - 12/31/20	1,911.09
39685	Carollo Engineers	Services - Engineering & Professional	Arc Flash Study, RW cost of service rate study	38,181.35
39686	City National Bank	AWT Note	Loan agreement #11-020	74,076.57
39687	Corodata	Rent	Record storage - Apr	98.02
39688	Denali Water Solutions LLC	Services - Biosolids Hauling	Apr	19,111.17
39689	DMV	Services - Other	Safety records - 04/01/21 - 04/30/21	2.00
39690	Environmental Express, Inc.	Supplies - Laboratory	Various supplies	449.54
39691	Forte of San Diego	Services - Janitorial	Jun	1,000.00
39692	Fusco Engineering	Services - Professional	Industrial stormwater pollution prevention plan	397.50
39693	George & Krogh Welding, Inc.	Services - Maintenance	Fab pipe spool for pump	2,000.00
39694	gacon	Services - Professional	Labor compliance for WRF LID project	738.50
39695	Gierlich Mitchell, Inc.	Repair Parts Expense	F-22 Attachment links	829.68
39696	Golden Bell Products	Supplies - Chemicals	Lift station degreaser	460.63
39697	Grainger, Inc.	Repair Parts Expense	Strainer	457.32
39698	Hardy Diagnostics	Supplies - Laboratory	Various supplies	669.21
39699	Harrington Industrial Plastics	Repair Parts Expense	FTI pumps and parts, 24" top disk for AWP	3,530.11
39700	Helix Environmental Planning	Services - Professional	WCI project	3,108.87
39701	Infrastructure Engineering	Services - Engineering	Recycled water storage & conveyance system evaluation	12,277.75
39702	Julia Agustin	Subsistence - Travel/Rm & Bd	Reimbursement - Mileage and FedEx	45.05
39703	Kimley-Horn & Associates, Inc.	Services - Professional	WCI project	9,049.24
39704	Lanco Plumbing	Services - Contractors	Rerouting 1-1/2 gas line and replumb to equipment	4,600.00
39705	Lawson Products Inc.	Shop Tools, Equip, Supplies	Various tools and shop supplies	447.44
39706	Void	Void	Void	-
39707	Liquid Environmental Solution	Services - Grease & Scum	Grease and scum pumping	3,884.16
39708	McMaster-Carr Supply Co.	Repair Parts Expense & Supplies	Various repair parts and supplies	488.26
39709	MetLife - Group Benefits	Dental/Vision	Dental - Jun	2,005.96
39710	Michael Baker International	Services - Engineering	Plume Tracking study	29,582.64
39711	Michael R. Welch, Ph.D., P.E.	Services - Professional	Plume Tracking Monitoring	13,600.00
39712	Mobile Speed Screens, Inc.	Repair Parts Expense	Screen door and hardware	249.00
39713	Nazarene Engineering	Services - Engineering	WCI project	2,000.00
39714	Oasis Palm Nursery, Inc.	Services - Landscape	Spring service - Phoenix Canary Date Palms	925.00
39715	Olin Corp - Chlor Alkali	Supplies - Chem - Sodium Hypo	Sodium hypochlorite	3,833.15
39716	Olivenhain Municipal Water Dis	Rent & Lobbying Services	Pipeline rental payment - Apr, lobbying services	20,096.67
39717	PCL Construction Services PCL	Services - Contractors	WCI project	976,612.00
39718	Peerless Materials Co., LLC	Supplies - Shop & Field	Shop towels	429.28
39719	ProBuild Company, LLC	Supplies - Shop & Field	Supplies and repair parts	577.27
39720	Procopio Cory Hargreaves	Services - Legal	Mar - Apr	9,628.00
39721	Roesling Nakamura Terada Archi	Services - Professional	WCI project	19,653.25
39722	Sage Energy Consulting	Services - Professional	WCI project	7,376.25
39723	Santa Fe Irrigation District	Utilities - Water	Water and recycled water	451.97
39724	Santa Fe Irrigation District	SFID Distribution Pipeline	Pipeline purchase payment - Apr	1,511.36
39725	San Dieguito Water District	Utilities - Water	Water and recycled water	60.00
39726	San Dieguito Water District	Utilities - Water	Water and recycled water	1,102.43

**SAN ELIJO JOINT POWERS AUTHORITY**  
**PAYMENT OF WARRANTS**  
**21-06**

**For the Month of May 2021**

<b>Warrant #</b>	<b>Vendor Name</b>	<b>G/L Account</b>	<b>Warrant Description</b>	<b>Amount</b>
39727	Aaron Simonson	Accounts Receivable Control	Health and wellness - A. Simonson	60.00
39728	Terminix Processing Center	Services - Maintenance	Pest control service - Apr	441.00
39729	Thatcher Company of California	Supplies - Chemicals	Aluminum sulfate, citric acid	8,985.55
39730	Technology Integration Group	Services - Maintenance	Copier	88.80
39731	Christopher A. Trees	Accounts Receivable Control	Health and wellness - C. Trees	60.00
39732	Trussell Technologies, Inc	Services - Engineering	Operations plan update and training	1,723.00
39733	Unifirst Corporation	Services - Uniforms	Uniform service	261.03
39734	UPS	Postage/Shipping	Shipping fees	1.08
39735	USA Bluebook	Supplies - Laboratory	Various supplies	1,241.59
39736	Vanessa Hackney	Supplies - Office	Kitchen supplies	114.55
39737	Vantagepoint Transfer Agents	EE Deduction Benefits	ICMA - 457	6,937.85
39738	Vantagepoint Transfer Agents	ICMA Retirement	ICMA - 401a	4,052.79
39739	Verizon Wireless	Utilities - Telephone	Cell phone service - 04/08/21 - 05/07/21	1,216.15
39740	Void	Void	Void	-
39741	Volt Management Corp	Services - Temp	Internship program - 01/17/21 to 05/09/21	6,708.39
39742	VWR International, Inc.	Supplies - Laboratory	Various supplies	1,307.55
39743	WageWorks	Payroll Processing Fees	Admin and Compliance - Apr	134.00
39744	Willdan Financial Services	Services - Accounting	Arbitrage review - 2011 Refunding Revenue Bonds	500.00
39745	WM Corporate Services, Inc.	Services - Grit & Screenings	10 yd roll off - 04/01/21 - 04/30/21	1,590.05
On-line 517	Fuelman	Fuel	Apr	1,165.22
On-line 518	P.E.R.S.	Medical Insurance - Pers	Health - Apr	24,155.85
On-line 519	Public Employees- Retirement	Retirement Plan - PERS	Public employees - Retirement	16,242.24
On-line 520	San Diego Gas & Electric	Utilities - Gas & Electric	Gas and electric - 03/09/21 - 04/09/21	64,986.50
On-line 521	Aflac	EE Deduction Benefits	Aflac - May	417.84
On-line 522	Public Employees- Retirement	Retirement Plan - PERS	Retirement - 05/01/21 - 05/14/21	16,026.98
On-line 523	San Diego Gas & Electric	Utilities - Gas & Electric	Gas and electric - 04/09/21 - 05/07/21	68,633.29
On-line 524	Sun Life Financial	Life Insurance/Disability	Life and disability insurance - June	1,796.52
	San Elijo Payroll Account	Payroll	Payroll - 05/07/2021	81,379.86
	San Elijo Payroll Account	Payroll	Payroll - 05/21/2021	78,725.74
				<u><u>\$ 2,946,174.45</u></u>

SAN ELIJO JOINT POWERS AUTHORITY

PAYMENT OF WARRANTS SUMMARY

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

PAYMENT OF WARRANTS		\$ 2,946,174.45
Reference Number	21-06	

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 May 31, 2021

FUNDS ON DEPOSIT WITH	AMOUNT
<b>LOCAL AGENCY INVESTMENT FUND</b>	
<i>(APRIL 2021 YIELD 0.339%)</i>	
RESTRICTED SRF RESERVE	\$ -
UNRESTRICTED DEPOSITS	13,357,964.53
<b>CALIFORNIA BANK AND TRUST</b>	
<i>(MAY 2021 YIELD 0.01%)</i>	
REGULAR CHECKING	657,154.69
PAYROLL CHECKING	5,000.00
<b>UNION BANK - TRUSTEE (BOND FUNDS)</b>	
BLACKROCK	1,163,180.28
<i>(MAY 2021 YIELD 0.02%)</i>	
LAIF	598,261.96
<i>(APRIL 2021 YIELD 0.339%)</i>	
<b>PARS - TRUSTEE (POST-EMPLOYMENT BENEFITS TRUST)</b>	339,182.35
<i>(APRIL 2021 YIELD 2.81%)</i>	
<b>TOTAL RESOURCES</b>	<u>\$ 16,120,743.81</u>

SAN ELIJO JOINT POWERS AUTHORITY  
MEMORANDUM

June 15, 2021

TO: Board of Directors  
San Elijo Joint Powers Authority

FROM: General Manager

SUBJECT: WASTEWATER TREATMENT REPORT

RECOMMENDATION

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

DISCUSSION

Monthly Treatment Plant Performance and Evaluation

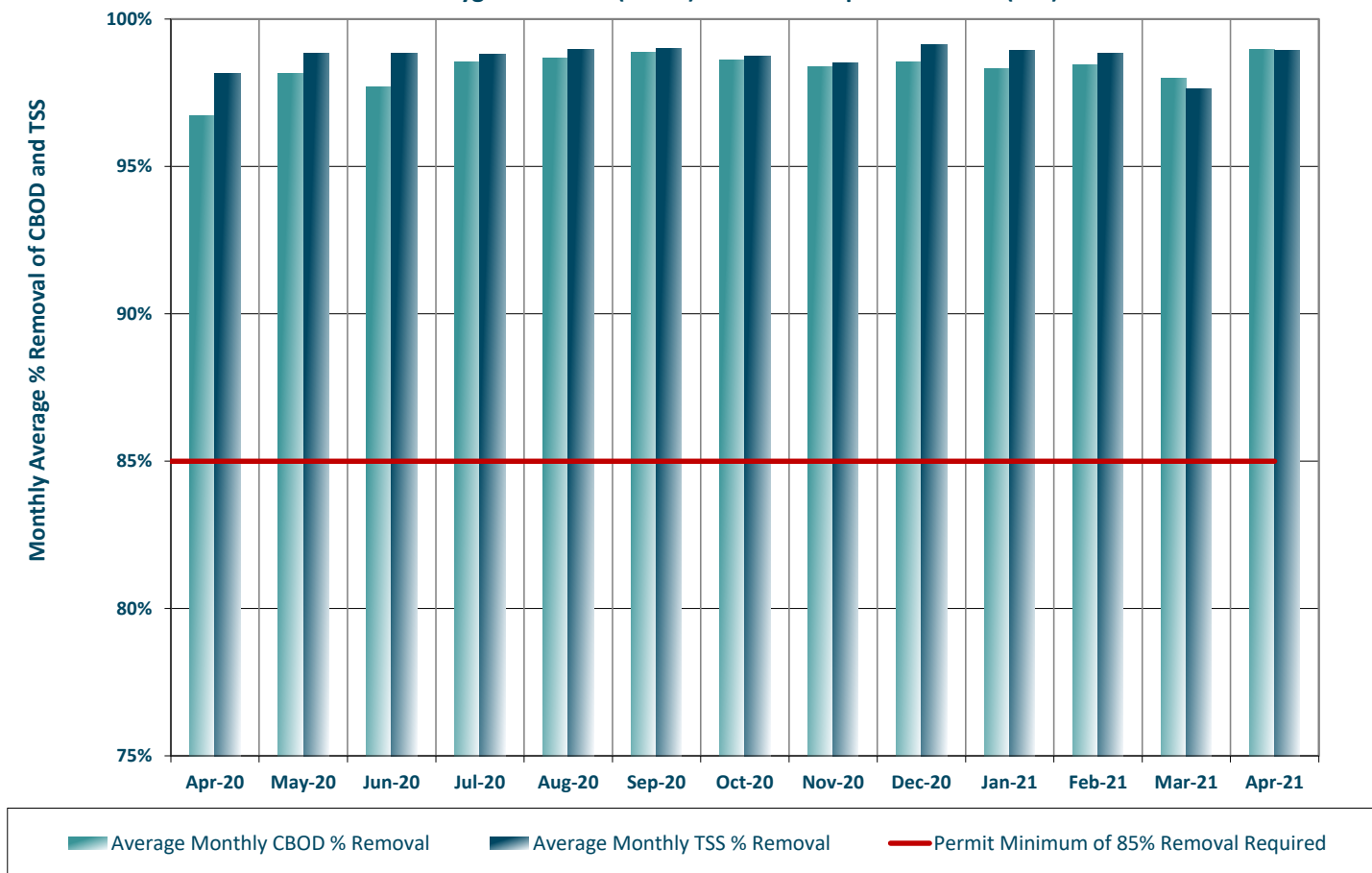
Wastewater treatment for the San Elijo Joint Powers Authority (SEJPA) met all National Pollutant Discharge Elimination System (NPDES) ocean effluent limitation requirements for the month of April 2021. The primary indicators of treatment performance include the removal of Carbonaceous Biochemical Oxygen 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 **99.0** and **98.9** percent removal, respectively, during the month of April.

## 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

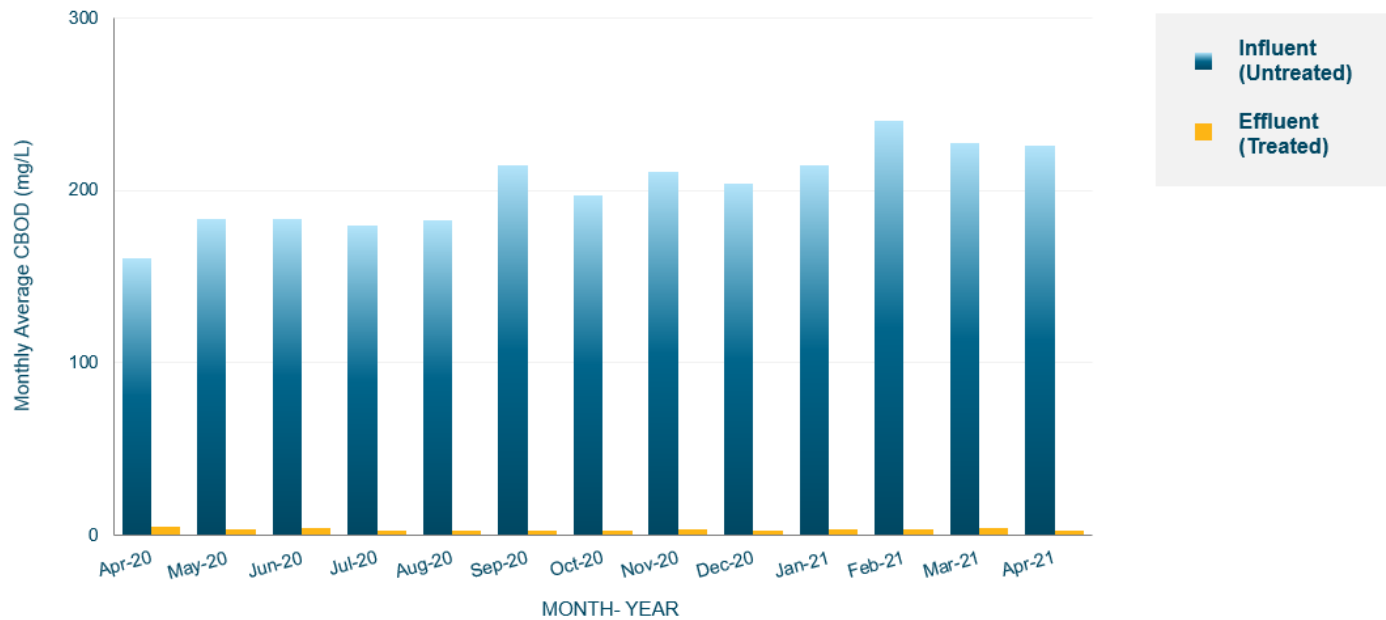
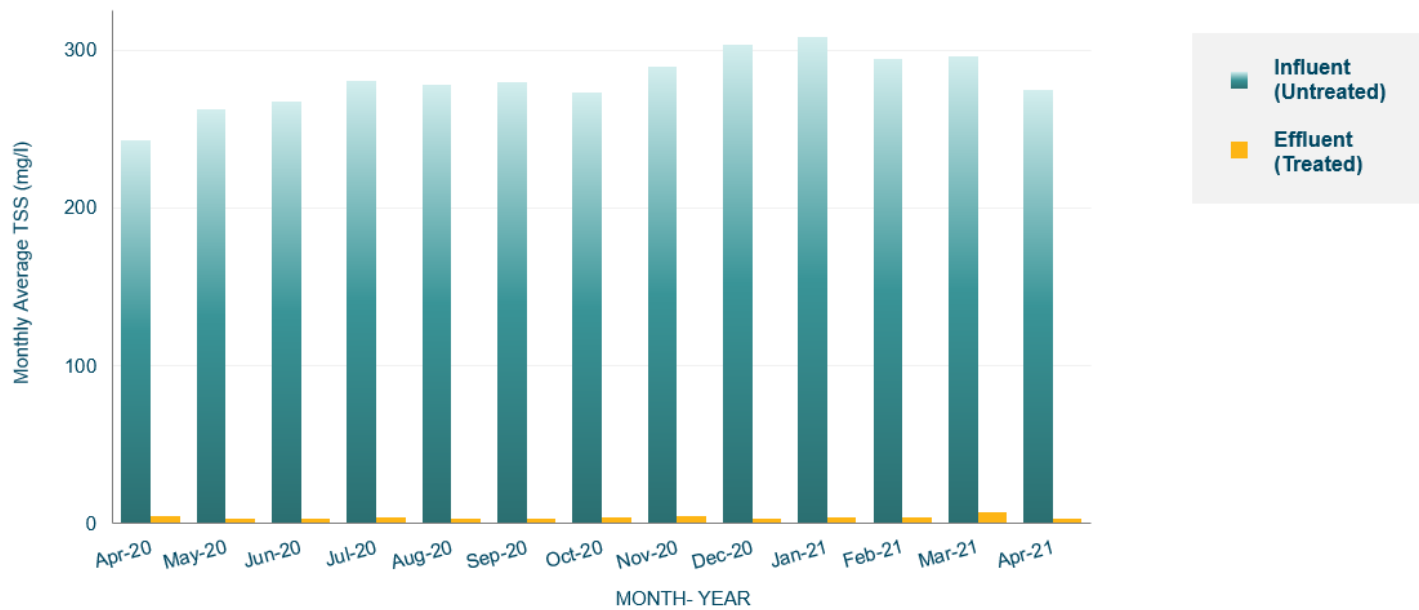


FIGURE 3: TREATED EFFLUENT FLOWS REMOVAL OF TSS



## Member Agency Flows

Table 1 (below) presents the influent and effluent flows for the month of April. 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 APRIL**

APRIL			
	Influent (mgd)	Recycled Water (mgd)	Effluent (mgd)*
Cardiff Sanitary Division	1.232	0.901	0.331
City of Solana Beach	0.925	0.677	0.248
Rancho Santa Fe SID	0.160	0.117	0.043
City of Del Mar	0.320	0.234	0.086
<b>Total San Elijo Water Campus Flow</b>	<b>2.637</b>	<b>1.929</b>	<b>0.708</b>

\* 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)						
	CSD	RSF	CSD	SB	DM	TOTAL PLANT	CSD EDUS	RSF EDUS	CSD EDUS	SB EDUS	DM	TOTAL EDUS	CSD	RSF	SB	DM	TOTAL PLANT
Jan-18	1.276	0.125	1.015	0.000	2.416	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	2.335	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	2.348	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	2.537	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	2.558	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	2.749	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	2.781	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	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	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	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	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	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	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	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	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	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	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	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	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	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	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	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	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	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	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	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	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	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	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	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	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	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	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	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	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	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	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	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	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	2.637	8,552	579	8,110	2,616	19,857	144	277	114	129	133	

CSD: Cardiff Sanitary Division

RSF CSD: Ranch Santa Fe Community Service District

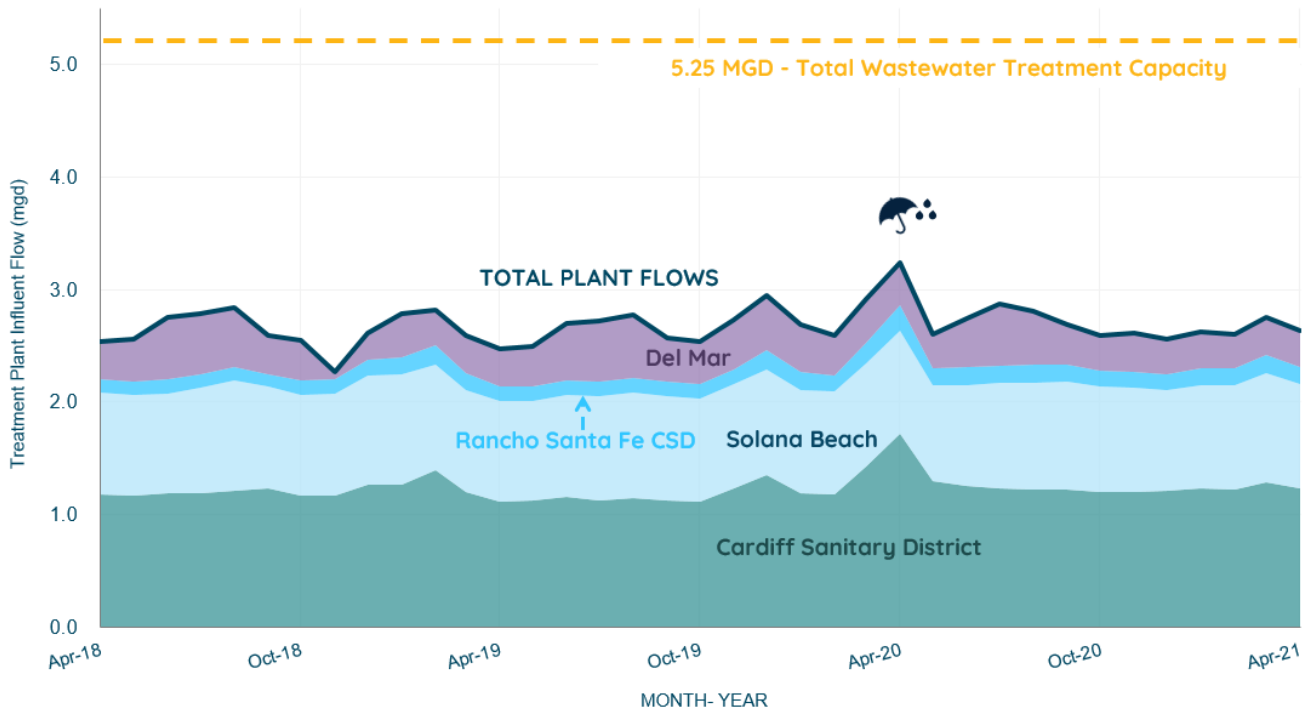
SB: Solana Beach

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 April 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)	10.7
Escondido (Peak flow rate)	20.1

### 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.

**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
<b>Total EDUs to System</b>	<b>19,857</b>

Respectfully submitted,



Michael T. Thornton, P.E.  
General Manager

SAN ELIJO JOINT POWERS AUTHORITY  
MEMORANDUM

June 15, 2021

TO: Board of Directors  
San Elijo Joint Powers Authority

FROM: General Manager

SUBJECT: RECYCLED WATER REPORT

RECOMMENDATION

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

DISCUSSION

*Recycled Water Production*

For the month of April 2021, recycled water demand was 157.2 acre-feet (AF), which was met using 157.2 AF of recycled water and 0.0 AF supplementation with potable water.

April demand was 8.2% above budget expectations of 145 AF due to the relatively warm, dry weather. The total water production for FY 2020-21 is 14.7% above budget for the first ten 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 April 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

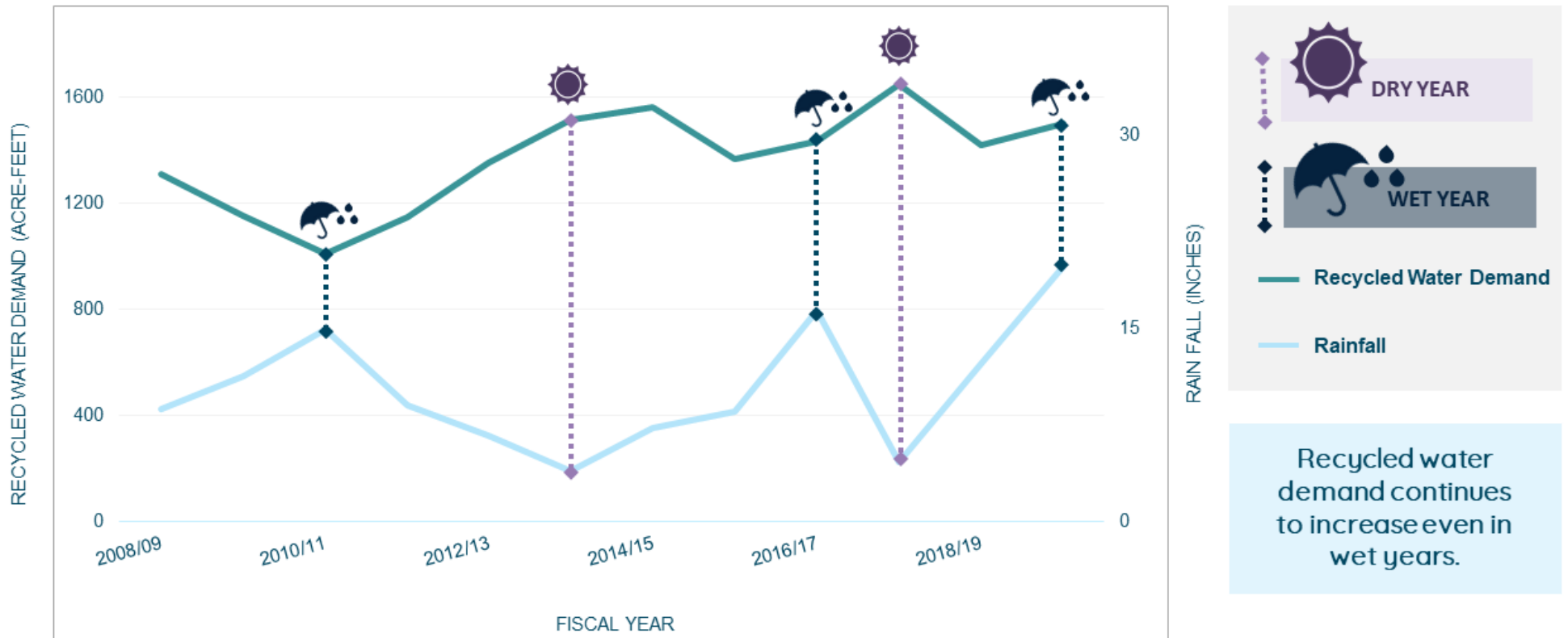
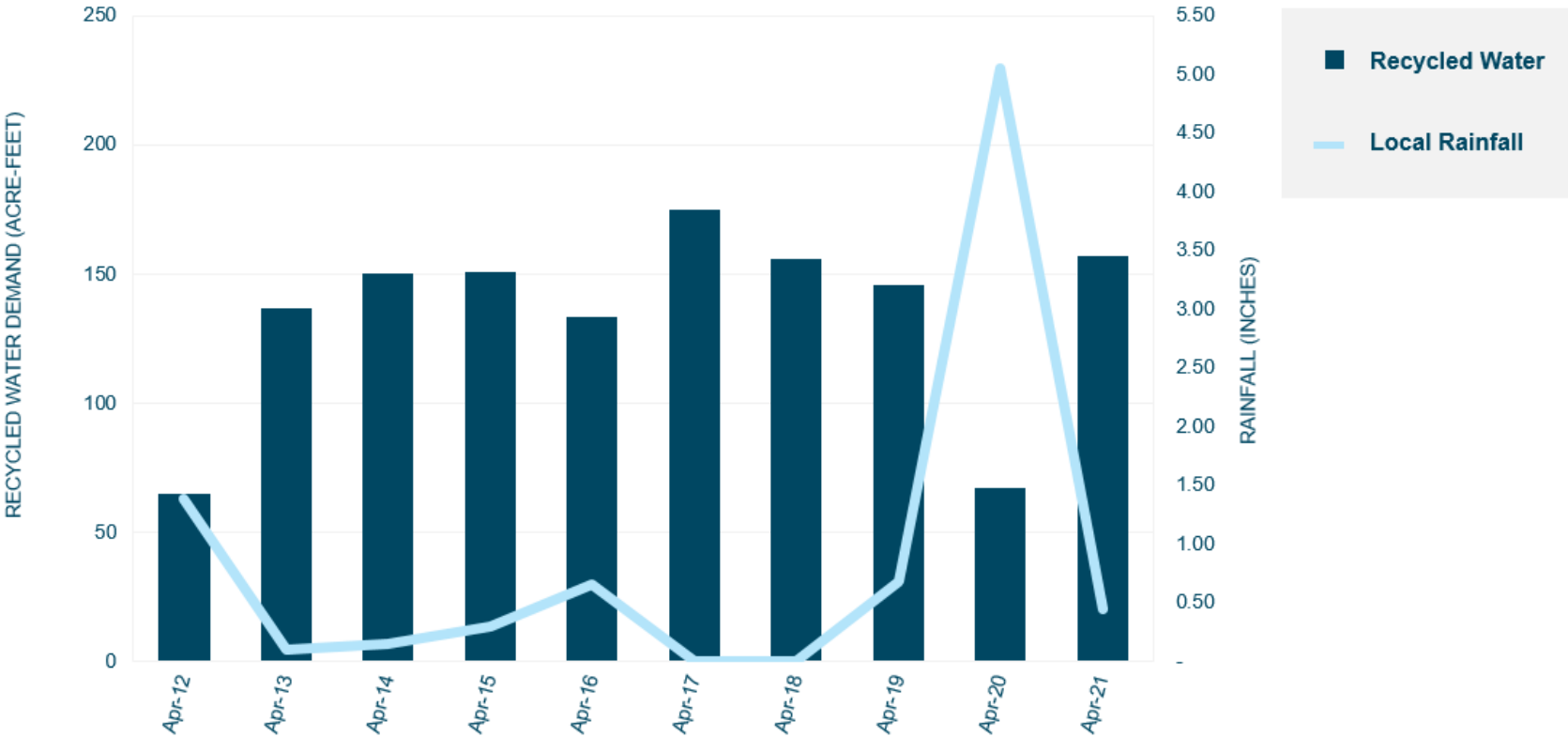
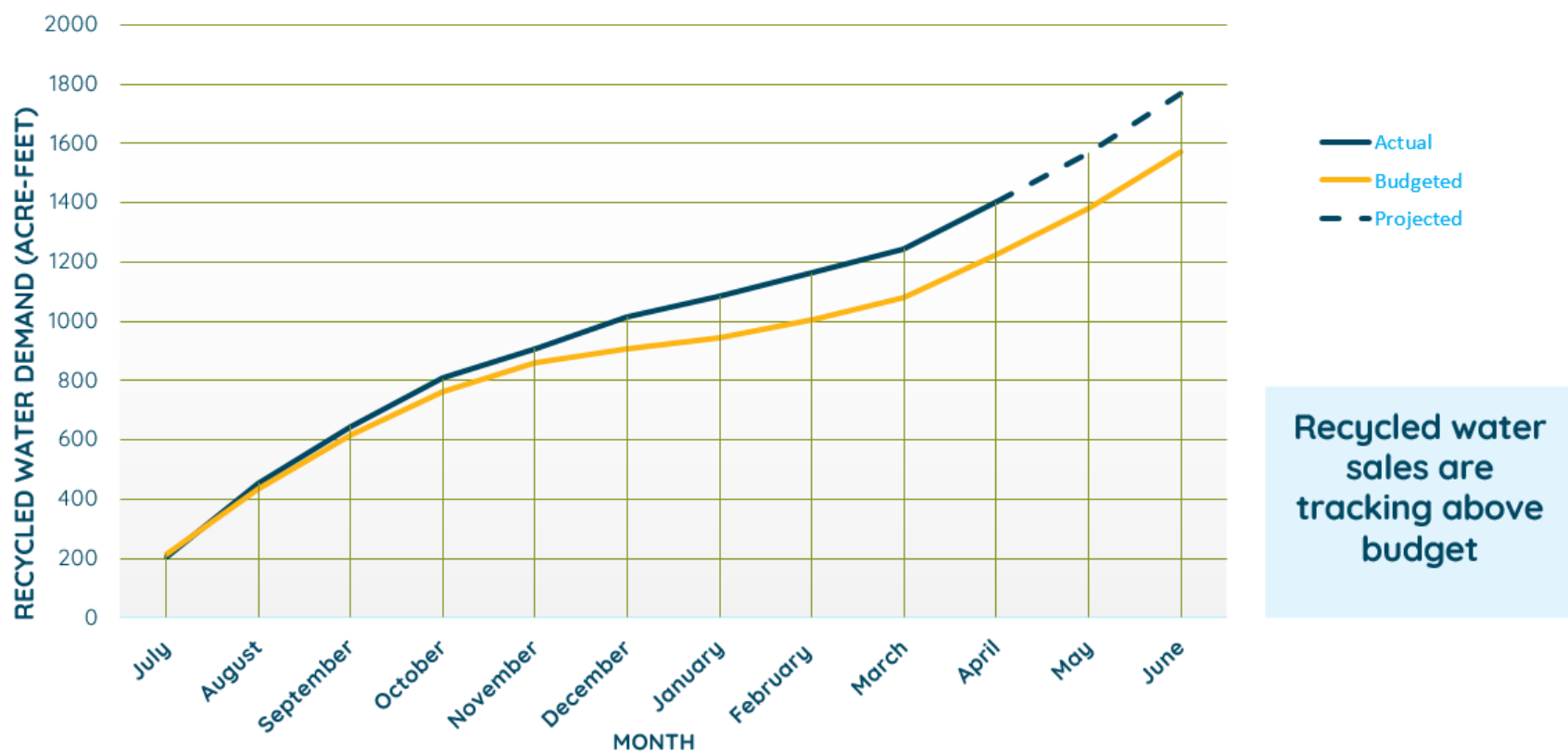


FIGURE 2: APRIL RECYCLED WATER DEMAND





**FIGURE 3: FY2020/21 CUMULATIVE DEMAND VS BUDGET**



SAN ELIJO JOINT POWERS AUTHORITY  
MEMORANDUM

June 15, 2021

TO: Board of Directors  
San Elijo Joint Powers Authority

FROM: General Manager

SUBJECT: LANDSCAPE MAINTENANCE SERVICES AGREEMENT EXTENSION

RECOMMENDATION

It is recommended that the Board of Directors:

1. Authorize the General Manager to extend the service agreement with Brightview Landscape Services for landscape maintenance services for an amount not to exceed \$16,692; and
2. Discuss and take action as appropriate.

BACKGROUND

In 2020, San Elijo Joint Powers Authority (SEJPA) issued a solicitation for landscape maintenance services and awarded the contract to the lowest responsive and responsible bidder, Brightview Landscape Services. The total contract value for one year was \$33,384 and the contract expires June 30, 2021.

DISCUSSION

Staff recommends extending the current landscape agreement for an additional 6 months due to the ongoing construction of the Water Campus Improvement (WCI) project. Upon completion of the WCI project, which is expected in October 2021, staff will publicly bid the landscape contract including new landscaping associated with the WCI project. This approach will provide for more accurate bid results as the proposing firms will be able to walk the site and visually inspect the proposed scope of work.

FISCAL IMPACT

Staff has negotiated with the current vendor to provide services at the current rate of \$2,782 per month for a total of \$16,692 to extend the current agreement to December 31, 2021. Funding for the landscape maintenance service is in the SEJPA FY 2021-22 Recommended Budget.

It is therefore recommended that the Board of Directors:

1. Authorize the General Manager to extend the service agreement with Brightview Landscape Services for landscape maintenance services for an amount not to exceed \$16,692; 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

June 15, 2021

TO: Board of Directors  
San Elijo Joint Powers Authority

FROM: General Manager

SUBJECT: JANITORIAL SERVICES AGREEMENT EXTENSION

RECOMMENDATION

It is recommended that the Board of Directors:

1. Authorize the General Manager to extend the service agreement with CALY, LLC dba Forte of San Diego for janitorial maintenance service for an amount not to exceed \$6,000; and
2. Discuss and take action as appropriate.

BACKGROUND

In 2015, San Elijo Joint Powers Authority (SEJPA) issued a solicitation for janitorial maintenance service and awarded to the lowest responsive and responsible bidder, Forte of San Diego. The service agreement was for a one-year contract with the option to extend for up to five one-year terms. The total contract value for one year is \$12,000 and the contract expires June 30, 2021.

DISCUSSION

Staff seeks to extend the current janitorial maintenance agreement for an additional 6 months due to the ongoing construction of the Water Campus Improvement (WCI) project. The WCI project includes a new administration and operations building which will substantially change the scope of services required from the janitorial service provider. Due to the short time period between the expiration of the current janitorial maintenance service agreement on June 30, 2021 and the anticipated WCI project completion date in October 2021, staff recommends extending the current agreement through December 31, 2021 to allow time to clearly identify the scope of work when the project is substantially complete in order to issue a solicitation to obtain the best value for needed services. This approach will streamline administrative time and provide a more efficient bidding process.

## FISCAL IMPACT

Staff has negotiated with the current vendor to provide services at the current rate of \$1,000 per month for a total of \$6,000 to extend the current agreement to December 31, 2021. Funding for the janitorial maintenance service is in SEJPA's Recommended Budget for FY 2021-22.

It is therefore recommended that the Board of Directors:

1. Authorize the General Manager to extend the service agreement with CALY, LLC dba Forte of San Diego for janitorial maintenance service for an amount not to exceed \$6,000; and
2. Discuss and take action as appropriate.

Respectfully submitted,

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

Michael T. Thornton, P.E.  
General Manager

SAN ELIJO JOINT POWERS AUTHORITY  
MEMORANDUM

June 15, 2021

TO: Board of Directors  
San Elijo Joint Powers Authority

FROM: General Manager

SUBJECT: AWARD OF CONTRACT FOR PROCUREMENT OF SODIUM HYPOCHLORITE

RECOMMENDATION

It is recommended that the Board of Directors:

1. Authorize the General Manager to enter into an agreement with Jones Chemical, Inc. for the procurement of Sodium Hypochlorite for an amount not to exceed \$80,000; and
2. Discuss and take action as appropriate.

BACKGROUND

San Elijo Joint Powers Authority (SEJPA) and Encina Wastewater Authority (EWA) operate water pollution control facilities and water reclamation facilities in north coastal San Diego County. Over the last several years, the agencies have partnered to identify opportunities to share resources, collaborate on mutual aid, and create efficiencies to reduce costs and improve service.

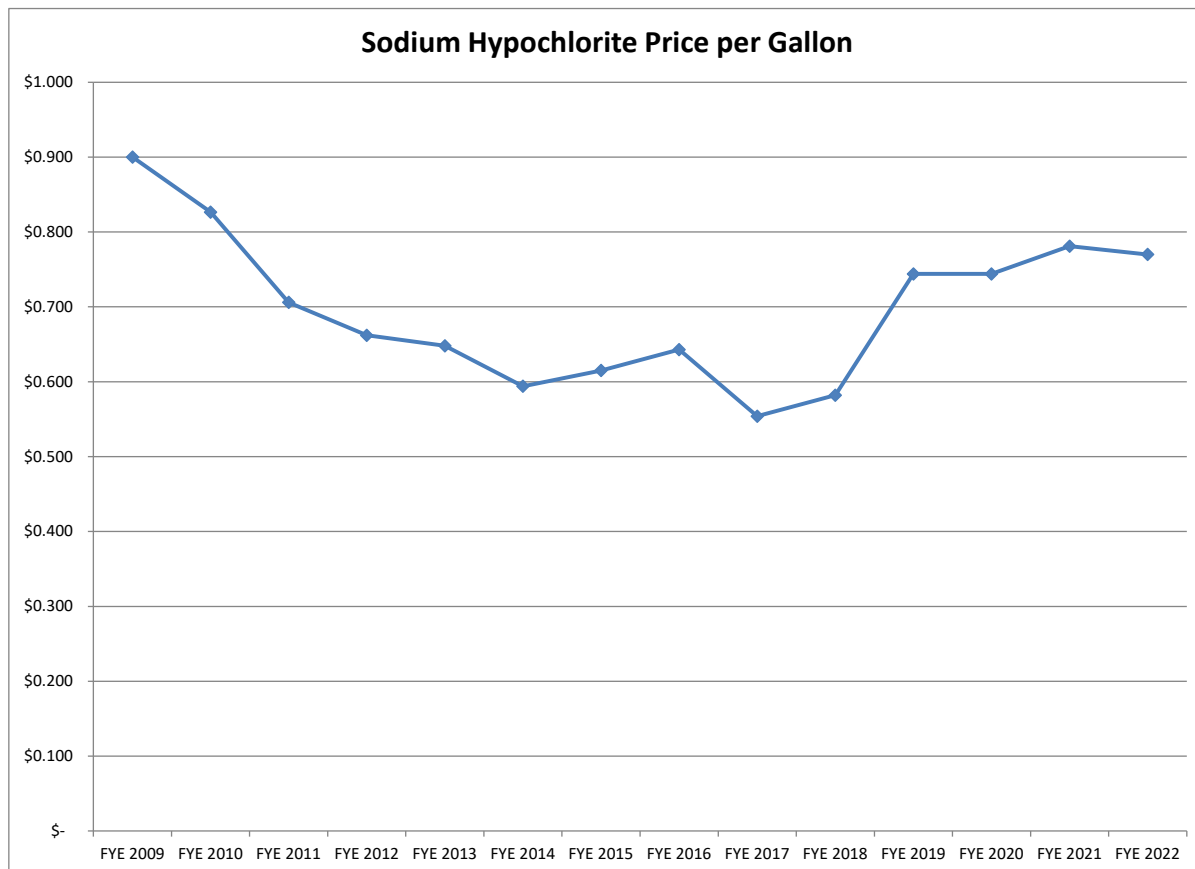
In 2016, EWA and SEJPA examined opportunities to reduce cost through bulk purchasing of supplies and services. Staff identified two chemicals (Sodium Hypochlorite and Ferric Chloride) that are common to the operation of both agencies and that are purchased in large quantities, usually through multi-year contracts. Sodium Hypochlorite was jointly bid in 2018 as a one-year term with two additional one-year optional terms. The final optional extension was exercised in 2020.

DISCUSSION

SEJPA and EWA staff prepared a bid solicitation for Sodium Hypochlorite, which was advertised electronically on Planet Bids and bids were received on April 29, 2021. The bids received were as follows:

Company	Bid Results
Jones Chemical Incorporated	\$0.77 per gallon
UNIVAR	No Bid

Jones Chemical, Inc submitted the low bid proposal with a unit cost of \$0.77 per gallon, which is slightly lower than the current contract price that is set to expire June 30, 2021. Based on SEJPA review of the bids and discussions with industry representatives, raw materials and manufacturing costs for sodium hypochlorite have increased significantly since 2018, when the SEJPA/EWA last bid sodium hypochlorite. Historically, the unit price of \$0.77 is within the range that the SEJPA has received over the last ten years. The contract appears to have stabilized recently (as shown is Figure 1 – Sodium Hypochlorite Price per Gallon).



## FISCAL IMPACT

The FY 2021-22 Recommended Budget includes \$80,000 for sodium hypochlorite. The largest use of sodium hypochlorite in the treatment process is for disinfection of recycled water. The annual use of sodium Hypochlorite can vary based on the volume of recycled water sold. Based on typical usage over the past 5-years, estimated actual cost for FY 2021-22 is forecast between \$60,000 and \$80,000.

It is therefore recommended that the Board of Directors:

1. Authorize the General Manager to enter into an agreement with Jones Chemical, Inc. for the procurement of Sodium Hypochlorite for an amount not to exceed \$80,000; and
2. Discuss and take action as appropriate.

Respectfully submitted,

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

Michael T. Thornton, P.E.  
General Manager

Attachment 1: Procurement and Delivery of Sodium Hypochlorite Bid Form from Jones Chemical, Inc.



## Attachment 1

This form is required.

Failure to submit a bid upon this form shall constitute grounds for rejection of the bid.

~~~ BEGIN COST BID FORM ~~~

### BID FORM

TO: SAN ELIJO JOINT POWERS AUTHORITY  
2695 MANCHESTER AVE.  
CARDIFF BY THE SEA, CA 92007

FOR: FURNISH AND DELIVER SODIUM HYPOCHLORITE FOR THE ENCINA WATER  
POLLUTION CONTROL FACILITY, THE CARLSBAD WATER RECLAMATION  
FACILITY AND THE SAN ELIJO WATER RECLAMATION FACILITY

UNDERSIGNED, AS BIDDER, HEREBY AGREES AND DECLARES THAT:

#### A. BID IRREVOCABLE FOR SIXTY DAYS

This bid, as presented herein, is irrevocable, and may not be withdrawn for a period of sixty days after the date set for the opening of bids.

#### B. SCHEDULE OF PRICES

All prices quoted are F.O.B. JOB SITE furnished and delivered with all applicable taxes, excluding applicable sales taxes, and with all applicable patent rights or royalties. FREIGHT AND FULL INSURANCE SHALL BE PAID BY THE BIDDER to the job site. The Contractor may add an additional amount for applicable sales taxes on its invoices to the Owner.

#### C. PRICE OF THIS BID

\$ 0.77 (Price Includes California Mill Assessment) Price per gallon of Sodium Hypochlorite (12.5% solution)  
(Written in Figures)

\$ Seventy-Seven Cents Per Gallon (Price Includes California Mill Assessment)  
(Written in Words)

#### D. COSTS INCLUDED IN PRECEDING BID

The undersigned declares that the cost for all labor, materials, equipment, and incidentals, excluding applicable sales tax, necessary for the following is included in the Lump Sum Price of this Bid Proposal: FURNISHING AND DELIVERY OF SODIUM HYPOCHLORITE IN CONFORMANCE WITH APPLICABLE SAFETY ORDERS.

<Continued on Next Page>

**E. COMPANY DATA**

Legal name of bidder: JCI Jones Chemicals Inc.

The full names and residences of all persons and parties interested in the foregoing Bid Proposal as principals are as follows:

(NOTICE: Give first and last names in full; in case of corporation, give names of President, Secretary, Treasurer, and Manager, and in case of partnerships and joint ventures, give names and Post Office addresses of all the individual members.)

Jeffrey W. Jones, Chief Executive Officer

Jeffrey R.W. Jones, President & Treasurer

Ryan C. Jones, President & Chief Operating Officer

Susan M. Jones, Chief Administrative Officer

Angela L. Marvin, CPA, Chief Financial Officer

James M. Hartman, Esq., Corporate Secretary & General Counsel

Business address: \_\_\_\_\_

1401 Del Amo Blvd.

Torrance, CA 90501

Telephone 310-523-1629

Facsimile 310-523-2944

Contact Tim Ross

Email tross@jcichem.com

<Continued on Next Page>

**F. CLOSING STATEMENT**

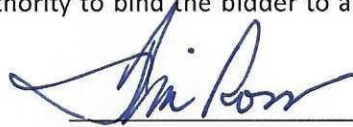
In signing below, bidder certifies that its total bid amount requests sufficient funds to allow Contractor to comply with all applicable laws or regulations governing the goods and services to be provided under the contract. Furthermore, Contractor hereby indemnifies Owner for liabilities and penalties for violations of Labor Code Section 2810.

In conformance with current requirements of Section 1861 of the Labor Code of the State of California, the undersigned confirms the following as his certification:

I am aware of the provisions of Section 3700 of the Labor Code, which requires every employer to be insured against liability for workers' compensation or undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

The undersigned has the legal authority to bind the bidder to a contract for the execution of the work object of this Bid.

Respectfully submitted by:  
(Signature)



I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this statement was executed on

April 28, 20 21

at JCI, Torrance, California.

Clearly printed name:

Tim Ross

Position:

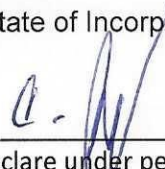
Vice President West Coast, Branch Manager

Seal:

Corporate Address:  
1765 Ringling Blvd. Sarasota, FL 34236

State of Incorporation: New York

Co-signed or attested:  
(Signature)



I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this statement was executed on

April 28, 20 21

at JCI, Torrance, California.

Clearly printed name

Cris Blomgren

Sales Coordinator / Office Manager

~~~END COST BID FORM~~~

SAN ELIJO JOINT POWERS AUTHORITY  
MEMORANDUM

June 15, 2021

TO: Board of Directors  
San Elijo Joint Powers Authority

FROM: General Manager

SUBJECT: AWARD OF CONTRACT FOR GREASE AND SCUM AND GRIT AND  
SCREENINGS REMOVAL AND DISPOSAL SERVICES

RECOMMENDATION

It is recommended that the Board of Directors:

1. Authorize the General Manager to enter into a two-year agreement with Liquid Environmental Solutions for Grease and Scum Pumping services and Grit and Screenings Removal and Disposal services for an amount not to exceed \$120,213; and
2. Discuss and take action as appropriate.

BACKGROUND

As part of the San Elijo Joint Powers Authority (SEJPA) wastewater treatment, grease/scum and grit/screens material are removed from the water as part of the cleaning process. This material is stored onsite and when adequate volume has accumulated the material is hauled off-site for landfill disposal. The transfer and hauling operation is performed under contract by a third party using specialized trucks and equipment. Staff generally solicits bids for these service every two years, and the contracts include an option to extend for an additional two years. The most recent contract period ends on June 30, 2021.

DISCUSSION

Staff issued public solicitations on Planet Bids for (1) grease and scum removal and disposal services and (2) for grit and screenings removal and disposal services. Both solicitations were for a two-year contract term (July 1, 2021 to June 30, 2023). The bid period ended on June 4, 2021, and each item received only one bid, from the same company (Liquid Environmental Solutions, Inc.).

| Bid Package                         | Company                                 | Bid Results<br>Year 1 | Bid Results<br>Year 2 | Two Year<br>Total |
|-------------------------------------|---|-----------------------|-----------------------|-------------------|
| Grease and Scum<br>Pumping Services | Liquid Environmental<br>Solutions, Inc. | \$36,976              | \$36,976              | \$73,953          |
| Grit and Screenings<br>Removal      | Liquid Environmental<br>Solutions, Inc. | \$23,130              | \$23,130              | \$46,260          |
| Total Contract Amount               |   |                       |                       | \$120,213         |

Liquid Environmental Solutions is the current vendor for these services and has been providing good service, with no safety or performance issues, for the past two years.

#### FISCAL IMPACT

Adequate funding for both the grease and scum and grit and screenings removal and disposal are included in the SEJPA FY 2021-22 Recommended Budget. Staff will budget accordingly in the FY 2022-23 Recommended Budget to complete the second year of this contract.

It is therefore recommended that the Board of Directors:

1. Authorize the General Manager to enter into a two-year agreement with Liquid Environmental Solutions for Grease and Scum Pumping services and Grit and Screenings Removal and Disposal services for an amount not to exceed \$120,213; and
2. Discuss and take action as appropriate.

Respectfully submitted,



Michael T. Thornton, P.E.  
General Manager

- Attachment 1: Grease and Scum Pumping Bid form from Liquid Environmental Solutions
- Attachment 2: Grit and Screenings Removal and Disposal Bid Form from Liquid Environmental Solutions

**SAN ELIJO JOINT POWERS AUTHORITY BID SUBMISSION FORM**  
**Annual Contract for Provision of Grease and Scum Pumping**  
**and Disposal Services**  
**Specification Number 2018-GRS**

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

Dated: 06/02/2021

Bid Items (Bid on Both):

Provision of pumping and disposal services, as outlined in the detailed specification, to the San Elijo Water Reclamation Facility for the period of July 1, 2021 to June 30, 2023, with the option for an additional two (2) years at the request of the SEJPA.

| <u>BID<br/>ITEM</u> | <u>SITE</u>            | <u>ITEM DESCRIPTION WITH<br/>PRICES WRITTEN IN WORDS</u>   | <u>TOTAL<br/>FIGURES</u>     |
|---------------------|------------------------|--|------------------------------|
| 1                   |                        | Pump and collect   |                              |
| 1a                  | WRF                    | Pump and collect 1,500 gallons of grease and scum from one (1) below-grade tank, once a week, or as requested by the Chief Plant Operator. |                              |
|                     |                        | Price per pump and collect:<br>Two hundred forty five dollars<br>(In Words)  | \$ 245.00<br>(In Numbers)    |
|                     |                        | Annual price (52 weeks x price per pump & collect):<br>Twelve thousand seven hundred and forty dollars<br>(In Words)                       | \$ 12,740.00<br>(In Numbers) |
| 2                   | On site storage<br>WRF | Contractor must furnish and maintain one 4,500-gallon enclosed trailer on site at all times.   |                              |
|                     |                        | Price per enclosed trailer:<br>Ninety two dollars<br>(In Words)  | \$ 92.00<br>(In Numbers)     |
|                     |                        | Annual price (52 weeks x price per enclosed trailer):<br>Four thousand seven hundred eighty four dollars<br>(In Words)                     | \$ 4,784.00<br>(In Numbers)  |
| 3                   | Hauling                |  |                              |

WRF

The grease and scum will be disposed of four (4) to six (6) trips per year, or as requested by the Chief Plant Operator to an approved disposal site. Round trip cost for one (1) trailer from plant to disposal and return.

Price per round trip:

Two thousand two hundred ten dollars

(In Words)

\$ 2,210.00

(In Numbers)

Annual price (6 trips x price per round trip):

Thirteen thousand two hundred sixty dollars

(In Words)

\$ 13,260.00

(In Numbers)

4 Tipping Fee

The grease and scum will be disposed of four (4) to six (6) trips per year, or as requested by the Plant Superintendent to an approved disposal site. Tipping fee for one 10-to-12-ton trailer disposal to landfill.

Price per ton:

Eighty six dollars

(In Words)

\$ 86.00

(In Numbers)

Annual price (6 trips x price per ton x 10 to 12-ton trailer):

Six thousand one hundred ninety two dollars

(In Words)

\$ 6,192.00

(In Numbers)

*Total Bid Items 1, 2, 3 & 4*

Contract Price:

Thirty six thousand nine hundred seventy six dollars

(In Words)

\$ 36,976.00

(In Numbers)

*Note: Bid Item includes all labor, fuel, fees, and other costs related to transportation.*

**SAN ELIJO JOINT POWERS AUTHORITY BID SUBMISSION FORM**  
**ANNUAL SUPPLY CONTRACT FOR PROVISION OF GRIT AND SCREENINGS REMOVAL AND DISPOSAL**

**BID SPECIFICATION SE 2021 GSR**

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

Dated: 06/02/2021

Provision of approved Grit and Screenings Removal and Disposal, as outlined in the detailed specification, to the San Elijo Water Reclamation Facility for the period of July 1, 2021 to June 30, 2023, with the option of an additional two (2) year contract at the request of the SEJPA.

| OPTION<br>NO. | APPROXIMATE<br>QUANTITY | ITEM DESCRIPTION WITH<br>PRICES WRITTEN IN WORDS  | TOTAL<br>FIGURES                    |
|---------------|-------------------------|---|-------------------------------------|
| 1             |                         | Remove 100 cubic yards per year (total) of screenings and 150 cubic yards per year (total) of grit - once every three weeks or as requested by the Plant Superintendent, and disposed of at an approved disposal site. The approximate range of solids content for the screenings and grit is 20% to 30%, respectively. |                                     |
|               |                         | Price per pickup including shipping and 8.0% tax:   |                                     |
|               |                         | <u>One thousand two hundred eighty five dollars</u><br>(In Words)   | <u>\$ 1,285.00</u><br>(In Numbers)  |
|               |                         | Contract price (18 pickups x per pickup price):   |                                     |
|               |                         | <u>Twenty three thousand one hundred thirty dollars</u><br>(In Words)   | <u>\$ 23,130.00</u><br>(In Numbers) |

Signature of Authorized Bidder Representative: 

Name of Individual (Typed): Bill Anderson

Title: Operations Manager

Firm Name: Liquid Environmental Solutions of CA, LLC.

Address: 12740 Vigilante Rd.

City: Lakeside

State: CA

Zip: 92040

Telephone: 619-334-8061



SAN ELIJO JOINT POWERS AUTHORITY  
MEMORANDUM

June 15, 2021

TO: Board of Directors  
San Elijo Joint Powers Authority

FROM: Director of Finance and Administration

SUBJECT: 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

RECOMMENDATION

It is recommended that the Board of Directors:

1. Adopt Resolution No. 2021-05, Resolution Approving the San Elijo Joint Powers Authority Operating and Capital Improvement Budgets for Fiscal Year 2021-22;
2. Adopt Resolution No. 2021-06, Resolution Approving the San Elijo Joint Powers Authority Investment Policy and Guidelines and Appointment of Amy Chang as SEJPA Treasurer;
3. Authorize SEJPA Treasurer to deposit any surplus FY 2020-21 budgeted funds not expended or otherwise encumbered by June 30, 2021 into the SEJPA PARS Public Agencies Post-Employment Benefits Trust Program; and
4. Discuss and take action as appropriate.

BACKGROUND

In April 2021, Staff presented the FY 2021-22 Recommended Budget to the Board of Directors for public review and comment. In addition, staff met with both Member Agencies staff as well as discussed the recommended budget with other government agencies that utilize SEJPA's services.

At the April 2021 Board meeting, staff also received Board direction for the allowance to move from a one-year budget to a two-year budget cycle. In researching this option further, legal counsel identified that the SEJPA Restatement Agreement will need to be modified to reflect this change. The SEJPA Restatement Agreement is currently being updated and the allowance for both one-year and two-year budget cycles will be included.

In May 2021, Staff informed the Board of Directors that SEJPA has not received any proposed changes from the Member Agencies or other participating government agencies, as well as no public comments. Staff also stated that the budget would be presented to the Board of Directors for adoption at the June meeting along with the investment policy and appointment of SEJPA Treasurer for FY 2021-22.

## DISCUSSION

### *FY 2021-22 Budget*

The FY 2021-22 Budget is anticipated to be adequate to fulfill the mission of SEJPA. This budget consists of \$8,003,113 operating costs, \$1,509,278 debt service, and \$2,235,000 capital projects for a total budget of \$11,747,391. Wastewater and disposal services are the largest programs by cost having a budget of \$9,124,198. These programs include operations and maintenance for wastewater, laboratory, ocean outfall, and pump stations, as well as capital and debt service expenses. Recycled Water, which includes operations and maintenance, as well as capital and debt service expenses, has a recommended budget of \$2,556,753. SEJPA provides its Member Agencies with stormwater, urban runoff, and emergency generator services that have a total recommended budget of \$66,440.

The total recommended operating budget for FY 2021-22 is \$8,003,113, which includes of the following:

| <u>Program</u>                                      | <u>Recommended<br/>Budget<br/>2021-22</u> |
|---|---|
| Wastewater Treatment                                | \$ 3,202,668                              |
| Laboratory Services                                 | 841,210                                   |
| Ocean Outfall                                       | 1,103,408                                 |
| Cardiff Sanitary Division Pump Stations             | 296,008                                   |
| Encinitas Sanitary Division Pump Stations           | 151,184                                   |
| City of Encinitas Urban and Stormwater Services     | 35,048                                    |
| City of Solana Beach Pump Stations                  | 418,351                                   |
| City of Solana Beach Generator Maintenance Services | 14,111                                    |
| City of Del Mar Pump Station                        | 57,425                                    |
| Recycled Water                                      | 1,883,700                                 |
| Total Operating Costs                               | <u>\$ 8,003,113</u>                       |

The recommended FY 2021-22 Capital Improvement Program request is \$2,235,000, which is comprised of the following:

| <b>Program</b>                           | <b>Recommended<br/>Budget<br/>2021-22</b> |
|--|---|
| Wastewater Treatment                     | \$ 1,240,000                              |
| Ocean Outfall                            | 120,000                                   |
| Encinitas Sanitary Division Pump Station | 375,000                                   |
| Water Reclamation                        | 500,000                                   |
| Total Capital Cost                       | <u>\$ 2,235,000</u>                       |

Debt Service for FY 2021-22 is \$1,509,278; and includes \$1,336,225 for Wastewater and \$173,053 for Recycled Water.

The recommended FY 2021-22 Budget is now ready for Board consideration for adoption as presented in the attached Resolution No. 2021-05.

#### *Investment Policy*

State law requires that the Investment Policy be reviewed and adopted annually. No changes are recommended to SEJPA's investment policy at this time. SEJPA's investment policy allows for investment in the State Local Agency Investment Fund (LAIF) and in the San Diego County Investment Pool. These two tools have been the basis of all investment activity since SEJPA became independent from the County of San Diego.

In addition, State law requires that a SEJPA Treasurer be appointed annually. The current SEJPA Treasurer is Amy Chang, Director of Finance and Administration. The General Manager recommends reappointing Amy Chang as SEJPA's Treasurer.

#### *Public Agencies Post-Employment Benefits Trust Funding*

On August 20, 2018, the Board adopted the PARS Public Agencies Post-Employment Benefits Trust (Trust) program for the purpose of pre-funding pension obligations and/or OPEB obligations, and appointed the General Manager or his successor or designee as the Plan Administrator for the PARS program. This program is an irrevocable, locally controlled trust that is dedicated to either pension expense or OPEB expense. It provides investment flexibility (conservative to aggressive), control over the contribution from the Trust to CalPERS Unfunded Actuarial Liability (UAL), and easier monitoring of investment performance.

Funding an irrevocable trust will provide restricted funds that may be used at the Board's discretion to smooth pension expense that can fluctuate due to changes in investment market conditions and CalPERS policies, in addition to making additional contributions to reduce the UAL or pre-fund the OPEB liability in the future. The Trust's investments will be invested pursuant to a Board investment policy rather than CalPERS investment policy.

As SEJPA nears the completion of FY 2020-21, Staff anticipates finishing the year more than \$800,000 under budget. This amount is largely from the unspent contract budget for the plume tracking study schedule adjustment due to the pandemic and the multi-year on-call engineering services that are carried forward to the FY 2021-22 budget. Staff recommends applying approximately \$200,000 of the unspent operational funds not related to the carried forward budget to PARS. Funding PARS will increase the current irrevocable trust balance that may be used at the Board's discretion to reduce the UAL or CalPERS pension expense to manage annual cash demands.

It is therefore recommended that the Board of Directors:

1. Adopt Resolution No. 2021-05, Resolution Approving the San Elijo Joint Powers Authority Operating and Capital Improvement Budgets for Fiscal Year 2020-21;
2. Adopt Resolution No. 2021-06, Resolution Approving the San Elijo Joint Powers Authority Investment Policy and Guidelines and Appointment of Amy Chang as SEJPA Treasurer;
3. Authorize SEJPA Treasurer to deposit any surplus FY 2020-21 budgeted funds not expended or otherwise encumbered by June 30, 2021 into the SEJPA PARS Public Agencies Post-Employment Benefits Trust Program; and
4. Discuss and take action as appropriate.

Respectfully submitted,



---

Amy Chang  
Director of Finance and Administration

Attachment 1: Resolution No. 2021-05, "Resolution Approving the San Elijo Joint Powers Authority Operating and Capital Improvement Budgets for Fiscal Year 2021-22"

Attachment 2: Resolution No. 2021-06, "Resolution Approving the San Elijo Joint Powers Authority Investment Policy and Guidelines and Appointment of SEJPA Treasurer"

**RESOLUTION NO. 2021-05**

**RESOLUTION APPROVING THE SAN ELIJO JOINT POWERS AUTHORITY  
OPERATING AND CAPITAL IMPROVEMENT BUDGETS  
FOR FISCAL YEAR 2021-22**

WHEREAS, the San Elijo Joint Powers Authority (SEJPA) General Manager has submitted for the consideration of the SEJPA Board of Directors proposed SEJPA Operating and Capital Projects Budgets for Fiscal Year 2021-22;

NOW, THEREFORE, THE BOARD OF DIRECTORS OF THE SAN ELIJO JOINT POWERS AUTHORITY HEREBY RESOLVES AS FOLLOWS:

1. The Board of Directors has reviewed the Recommended Operating Budgets and Capital Projects Budget, and the funds included herein for the period of July 1, 2021 through June 30, 2022 and hereby finds that such budgets, as reviewed, are sound plans for the financing of required SEJPA operations and capital improvements during Fiscal Year 2021-22. Such budgets are hereby adopted.

|  |                      |
|--|----------------------|
| San Elijo JPA Operations and Maintenance Fund  | \$ 7,455,638         |
| San Elijo JPA Water Reclamation Operating Fund | 2,056,753            |
| San Elijo JPA Capital Projects Fund            | 2,235,000            |
| Total  | <u>\$ 11,747,391</u> |

2. The Board of Directors authorizes carrying forward unexpended capital project appropriations and encumbered operating funds for the Fiscal Year 2021-22.
3. The Board of Directors authorizes the SEJPA Treasurer to deposit any surplus FY 2021-22 budgeted funds, meaning appropriated funds that are not expended or otherwise encumbered by June 30, 2022, into the SEJPA PARS Public Agencies Post-Employments Benefits Trust Program.

PASSED AND ADOPTED this 15<sup>th</sup> day of June, 2021, by the following vote:

|            |               |
|------------|---------------|
| Ayes:      | Boardmembers: |
| Noes:      | Boardmembers: |
| Abstained: | Boardmembers: |
| Absent:    | Boardmembers: |

Attest:

Signature: \_\_\_\_\_  
Kristi Becker, Chairperson  
San Elijo Joint Powers Authority Board of Directors

Signature: \_\_\_\_\_  
Michael T. Thornton, P.E.  
Secretary

**RESOLUTION NO. 2021-06**

**RESOLUTION APPROVING THE SAN ELIJO JOINT POWERS AUTHORITY  
INVESTMENT POLICY AND GUIDELINES AND  
APPOINTMENT OF SEJPA TREASURER**

WHEREAS, the San Elijo Joint Powers Authority (SEJPA) General Manager has submitted for the consideration of SEJPA's Board of Directors, the proposed SEJPA Investment Policy and Guidelines;

NOW, THEREFORE, THE BOARD OF DIRECTORS OF THE SAN ELIJO JOINT POWERS AUTHORITY HEREBY RESOLVES AS FOLLOWS:

1. SEJPA's Treasurer has prepared an Investment Policy and Guidelines, attached hereto as Exhibit A, and incorporated herein by reference as if set forth in full. In order to comply with prudent financial management practices, these guidelines are reviewed and approved on an annual basis in conjunction with the annual budget adoption.
2. The policy is intended to provide guidelines for the prudent investment of SEJPA's temporary idle cash and outline the policies for maximizing the efficiency of SEJPA's cash management system.
3. The investment goal is to enhance the economic condition of SEJPA while insuring the safety of funds invested.
4. The assignment of Amy Chang as SEJPA Treasurer for the 2021-22 fiscal year.
5. The Board of Directors of the San Elijo Joint Powers Authority does hereby approve the Investment Policy and Guidelines attached hereto as Exhibit A.

PASSED AND ADOPTED at a regular meeting of the Board of Directors of the San Elijo Joint Powers Authority, California, held on this 15<sup>th</sup> day of June, 2021 by the following vote:

|            |               |
|------------|---------------|
| Ayes:      | Boardmembers: |
| Noes:      | Boardmembers: |
| Abstained: | Boardmembers: |
| Absent:    | Boardmembers: |

Attest:

Signature: \_\_\_\_\_  
Kristi Becker, Chairperson  
San Elijo Joint Powers Authority Board of Directors

Signature: \_\_\_\_\_  
Michael T. Thornton, P.E.  
Secretary

**EXHIBIT A  
TO  
RESOLUTION NO. 2021-06**

**SAN ELIJO JOINT POWERS AUTHORITY  
INVESTMENT POLICY AND GUIDELINES AND  
APPOINTMENT OF SEJPA TREASURER**

1. PURPOSE

This Statement is intended to provide guidelines for the prudent investment of the San Elijo Joint Powers Authority's (SEJPA) temporary idle cash, and outline the policies for maximizing the efficiency of SEJPA's cash management system. The investment goal is to enhance the economic condition of SEJPA while insuring the safety of funds invested.

2. OBJECTIVE

SEJPA's cash management system is designed to accurately monitor and forecast expenditures and revenues, thus enabling SEJPA to invest funds to the fullest extent possible. SEJPA attempts to obtain the highest yield on its investments consistent with the criteria established for safety and liquidity.

3. POLICY

SEJPA's Treasurer is responsible for investing the surplus funds in SEJPA Treasury in accordance with the California Government Code, Sections 53600 et seq. and 53635 et seq. SEJPA makes investments in accordance with California Government Code 53600.3, which states "all governing bodies of local agencies or persons authorized to make investment decisions on behalf of those local agencies investing public funds pursuant to this chapter are trustees and therefore fiduciaries subject to the prudent investor standard. When investing, reinvesting, purchasing, acquiring, exchanging, selling, or managing public funds, a trustee shall act with care, skill, prudence, and diligence under the circumstances then prevailing, including, but not limited to, the general economic conditions and the anticipated needs of the agency, that a prudent person acting in a like capacity and familiarity with those matters would use in the conduct of funds of a like character and with like aims, to safeguard the principal and maintain the liquidity needs of the agency. Within the limitations of this section and considering individual investments as part of an overall strategy, investments may be acquired as authorized by law."

The three principal factors of safety, liquidity and yield are to be taken into consideration when making investment decisions.

- A) Safety. Safety and the minimizing of risk associated with investing refer to attempts to reduce the potential for loss of principal, interest or a combination of the two. SEJPA invests only in those instruments that are considered very safe.
- B) Liquidity. Liquidity refers to the ability to convert an investment to cash promptly with a minimum risk of losing some portion of principal or interest. A portion of the portfolio should be maintained in liquid short-term securities which can be converted to cash, if necessary, to meet disbursement requirements.
- C) Yield. Yield is the average annual return on an investment based on the interest rate, price,

and length of time to maturity. SEJPA attempts to obtain the highest yield possible, provided that the basic criteria of safety and liquidity have been met.

#### 4. INVESTMENT INSTRUMENTS

SEJPA may invest in the following instruments under the guidelines as provided herein:

- A) Local Agency Investment Fund (LAIF). Investment of funds in the California LAIF which allows the State Treasurer to invest through the Pooled Money Investment Account. Maximum investment is subject to state regulation.
- B) County of San Diego County Treasury. Investment of funds in the Treasury of the County of San Diego that allows the County Treasurer to invest through the Pooled Money Investment Account.

#### 5. SAFEKEEPING

All investments of SEJPA shall have the San Elijo Joint Powers Authority as registered owner or shall be kept in the custody of SEJPA or by a qualified safekeeping institution.

#### 6. INVESTMENT REPORTS

- A) SEJPA's Treasurer shall submit a monthly investment report to SEJPA's General Manager Board of Directors containing the following information:
  - Financial institution
  - Type of investment
  - Amount of deposit
  - Rate of interest
- B) SEJPA's Treasurer shall annually render a Statement of Investment Policy to the Board of Directors.

#### 7. INVESTMENT OF BOND FUNDS

In accordance with Government Code Section 53601, moneys held by a trustee or fiscal agent and pledged to the payment or security of bonds, may be invested in accordance with the statutory provisions governing the issuance of those bonds, ordinance, resolution, or indenture of trust.

\* \* \* End of Policy \* \* \*



SAN ELIJO JOINT POWERS AUTHORITY  
MEMORANDUM

June 15, 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 STORMWATER CAPTURE AND REUSE, AND EXECUTE SUPPORTING PROFESSIONAL SERVICE AGREEMENTS

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 \$1,195,000 for Stormwater Capture and Reuse;
2. Professional services agreement with Hoch Consulting for grant administration support for an amount not to exceed \$38,565;
3. Professional services agreement with Helix Consulting for CEQA, NEPA, and Environmental Services for an amount not to exceed \$101,900;
4. Professional services agreement with Kimley Horn & Associates for engineering services for an amount not to exceed \$86,000;
5. Professional services agreement with Trussell Technologies for engineering services for an amount not to exceed \$74,276;
6. Professional services agreement with The Nature Collective for educational services for an amount not to exceed \$80,000;
7. 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.

California IRWM grant funding was originally derived from Proposition 50, the Water Security, Clean Drinking Water, Coastal and Beach Protection Act of 2002. Since then, California voters approved Proposition 84 (The Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act) in 2006 and then Proposition 1 (Water Quality, Supply, and Infrastructure Improvement Act) in 2014, both of which provide funding for IRWM grants.

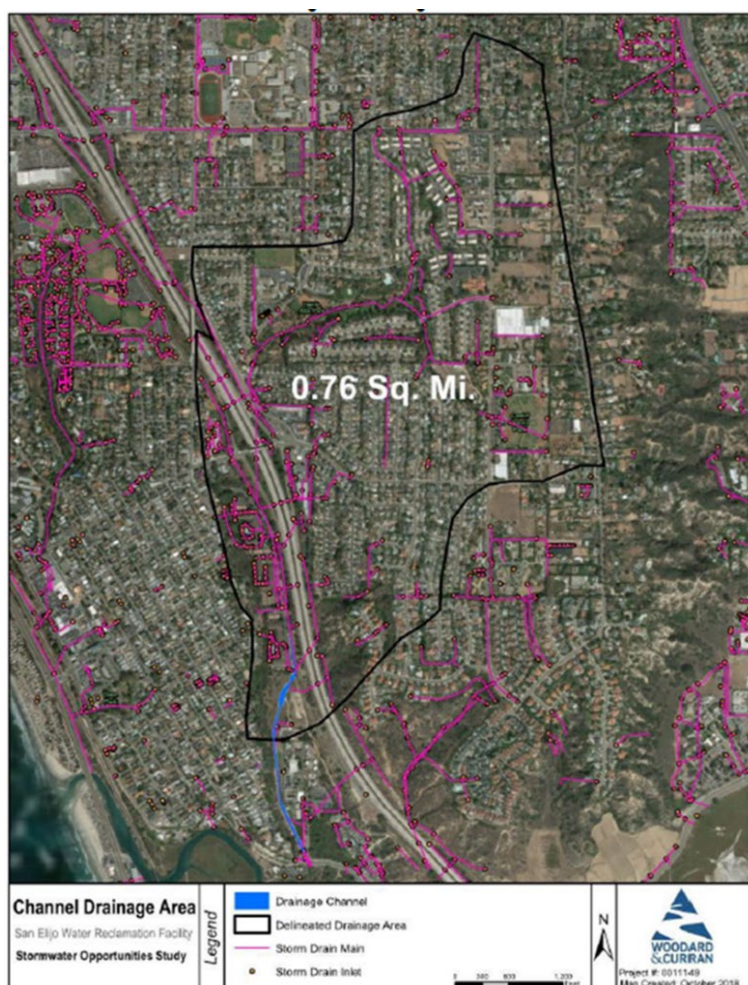
The IRWM planning process is a local water management approach embraced by the Governor, DWR, and the State Water Resources Control Board. It is aimed at securing long-term water supply reliability within California by first recognizing the inter-connectivity of water supplies and the environment, then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

## DISCUSSION

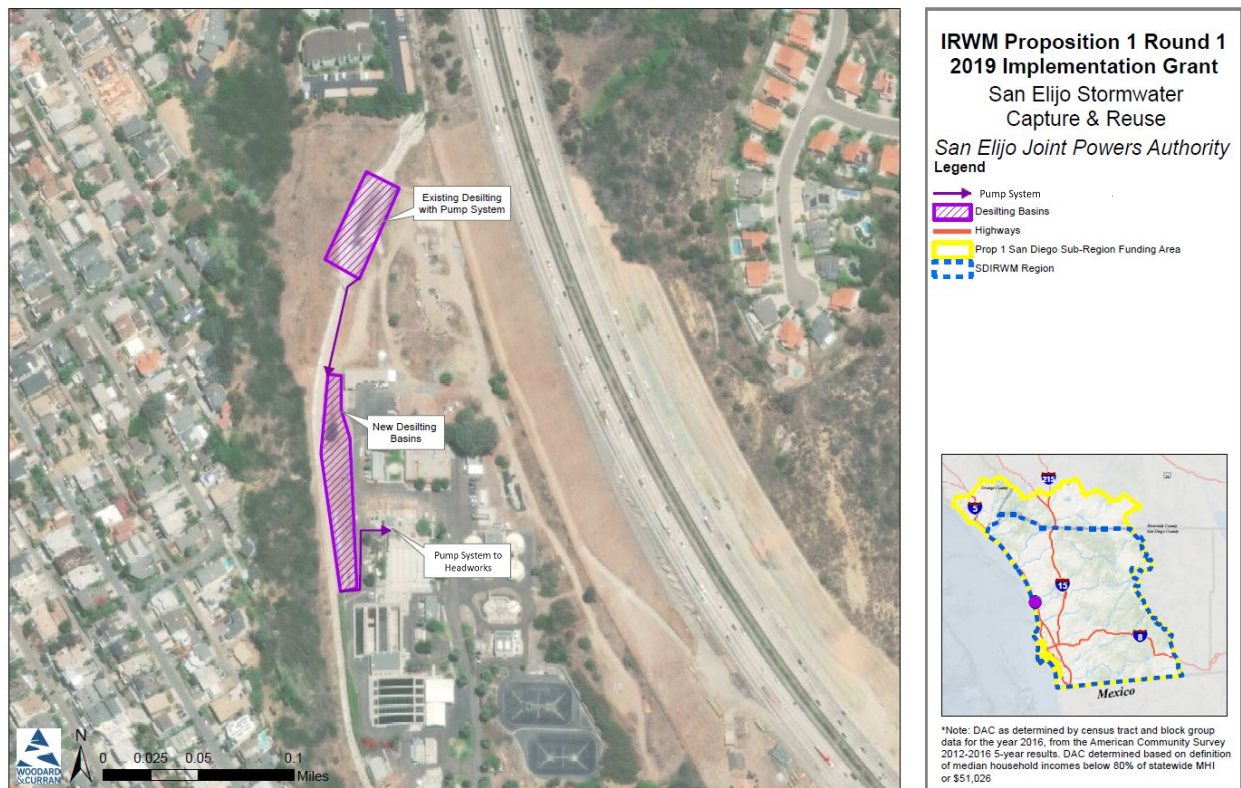
In 2019, SEJPA pursued Proposition 1, IRWM, grant funding for stormwater capture, reuse, and watershed education at the San Elijo Water Campus. Through a competitive selection process, the project was awarded \$1,195,000. Key attributes of the project included developing new recycled water supply, reducing stormwater related pollution, and providing water education aimed at 5<sup>th</sup> through 12<sup>th</sup> grade students.

The proposed Stormwater Capture and Reuse project couples existing stormwater, wastewater, and recycled water infrastructure with new 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 to learn how natural and engineered systems purify water.

The project will capture stormwater and urban runoff from approximately 486 acres (0.76 sq. mi.) within the community of Cardiff-by-the-Sea and redirect the water for treatment and reuse at the San Elijo Water Campus



(Figure 1). Stormwater and urban runoff can carry bacteria, sediment, and other pollutants to downstream receiving waters. For this project, the receiving water is the San Elijo Lagoon, which is a Clean Water Act section 303(d) listed impaired water body for bacteria, sediment, and total suspended solids. The project will provide water quality benefits to the lagoon, as well as provide source water for recycling by SEJPA. This grant will fund the first phase of a potential multi-phased project aimed at improving the management of stormwater as a resource.



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.

To complete the engineering and environmental clearance, as well as to fund grant administration and educational services, staff recommends awarding professional service agreements with the following firms:

| <b>Firm</b>                    | <b>Service &amp; Fee</b>                                    | <b>Selection Criteria</b>   |
|--------------------------------|---|---|
| Hoch Consulting                | Grant Admin. Support<br>\$38,565                            | Currently providing similar grant support to SEJPA for Prop. 84 IRWM grant and has unique understanding of the proposed grant as Hoch assisted in the development of the IRWM LPS agreement.  |
| Helix Consulting               | CEQA, NEPA, & Environmental Monitoring Support<br>\$101,900 | Developed the previous CEQA amendment for the WCI project that includes elements of this project; has existing experience with the biological, archeological, and other requirements of the project site. Development of NEPA documentation will allow SEJPA to seek federal grant funding for this project and other recently completed recycled water infrastructure. |
| Kimley Horn & Associates (KHA) | Civil Engineering<br>\$86,000                               | As the Engineer of Record for the connecting downstream stormwater system, KHA has unique understanding of the stormwater system that this project will connect to and utilities within the project site.   |
| Trussell Technologies          | Process Engineering<br>\$74,276                             | Process engineer to assess impacts and to develop mitigating actions for the acceptance of stormwater and urban runoff to the wastewater treatment process. Trussell Technologies is currently serving SEJPA on treatment process optimization and identifying improvements to advance treatment to potable reuse standards.  |
| Nature Collective              | Educational Outreach<br>\$80,000                            | The Nature Collective teamed with SEJPA in the pursuit of this grant, participated in the grant interview process, and will serve as an educational partner to local schools including schools that serve disadvantage communities.   |

## FINANCIAL IMPACT

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. Funding nexus is that this project will be providing new source water for recycling and process engineering related to the project will provide technical insights towards potable reuse.

## 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 \$1,195,000 for Stormwater Capture and Reuse;
2. Professional services agreement with Hoch Consulting for grant administration support for an amount not to exceed \$38,565;
3. Professional services agreement with Helix Consulting for CEQA, NEPA, and Environmental Services for an amount not to exceed \$101,900;
4. Professional services agreement with Kimley Horn & Associates for engineering services for an amount not to exceed \$86,000;
5. Professional services agreement with Trussell Technologies for engineering services for an amount not to exceed \$74,276;
6. Professional services agreement with The Nature Collective for educational services for an amount not to exceed \$80,000;
7. 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   |
| Attachment 3: | Proposal - Helix Consulting for CEQA, NEPA, and Environmental |
| Attachment 4: | Proposal - Kimley Horn & Associates for engineering           |
| Attachment 5: | Proposal - Trussell Technologies for engineering services     |
| Attachment 6: | Professional services agreement with The Nature Collective    |



**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 1-1-7-80075**  
(AGREEMENT NO. 1-1-7-80075)

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 (1-1-7-80075): **San Elijo Stormwater Capture and Reuse**

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 **\$1,195,000**.
- 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

San Diego County Water Authority

Mike Konicke  
Senior Project Manager  
2695 Manchester Avenue  
Cardiff by the Sea, CA 92007-7077  
Phone: (760) 753-6203 x77  
Email: konickem@sejpa.org

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 7: San Elijo Stormwater Capture and Reuse****IMPLEMENTING AGENCY: San Elijo Joint Powers Authority (SEJPA)**

**PROJECT DESCRIPTION:** This project involves construction of stormwater capture and reuse improvements in SEJPA's service area, including upgrades at the San Elijo Water Reclamation Facility (SEWRF), desilting basin improvements to reduce sediment transportation into the San Elijo Lagoon, and education and outreach for storm water pollution prevention conducted at the SEWRF and San Elijo Lagoon.

The project will install improvements to divert and treat stormwater from the regional stormwater channel that runs along the SEWRF and will treat stormwater runoff from the site. The regional stormwater channel collects stormwater from a 0.78 square mile watershed that discharges directly into the San Elijo Lagoon. The project will construct desilting basins and vegetated earthen basins to remove trash, sediment, and nutrients. The treated stormwater will be diverted to the SEWRF headworks for final treatment, filtration, and recycling. The stormwater flow diversion will include pumps to move stormwater through approximately 450 ft of 4-inch pipe from the existing channel to a concrete desilting structure, then into the desilting and vegetated earthen basins, before entering the SEWRF. Work includes the construction and installation of new preliminary treatment to improve debris screening and trash removal, construction of new concrete channels to increase hydraulic capacity, construction of new emergency overflow protection, and improved system automation. The project will capture and treat approximately 19 acre-feet per year of stormwater that will be treated for recycled use, offsetting potable water supplies.

This project also includes educational outreach activities to local students and educators to better understand impacts of pollutants to the environment and to reclaiming stormwater, and actions that the students and their families can take to prevent stormwater pollution.

**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

An Addendum to a Mitigated Negative Declaration was filed with San Diego County in January of 2019 for this project. Prepare letter stating no legal challenges (or addressing legal challenges).

**Deliverables:**

- All completed CEQA documents as required
- Legal Challenges Letter

Task 6: Permitting

Obtain necessary permits. Completed permits include a San Diego Regional Water Quality Control Board Section 401 permit and a US Army Corps of Engineers Section 404 permit.

**Deliverables:**

- Permits as required

Task 7: Design

Prepare design plans and specifications for the project.

**Deliverables:**

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

Task 8: Project Monitoring Plan

Develop and submit a Project Monitoring Plan per Paragraph 16 for DWR’s review and approval.

**Deliverables:**

- Project Monitoring Plan

**Budget Category (d): Construction/Implementation**

Task 9: Contract Services

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

Contracting for the Preliminary Treatment Upgrades portion of the project is complete and not

included in this task. The Signage and Messaging portion of the project will be directly implemented by the project partner.

**Deliverables:**

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

Task 10: Construction Administration

This task includes managing contractor submittal review, answering requests for information, and issuing work directives. A full-time engineering construction observer will be on site for the duration of the 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. Construction administration is underway for the Preliminary Treatment Upgrades portion of the project and is not included in this task.

**Deliverables:**

- DWR Certificate of Project Completion
- Record Drawings

Task 11: Construction

Construction activities are outlined below.

11(a): Preliminary Treatment Upgrades – Construction includes mobilization, demobilization, post-construction asphalt restoration, start-up programming, commissioning of new screening and dewatering equipment. This task includes replacing existing 19-millimeter (mm) bar screens with 6-mm step-screens; construction of rock and heavy debris catch basin; installation of new washing and dewatering equipment for efficient disposal of screening material; installation of process monitoring equipment; and development of SCADA interface for system automation and control.

11(b): Desilting Basins & Pumping System – Construction includes mobilization and demobilization, construction of approximately 450 feet long by 20 feet wide desilting and earthen vegetated basins (ranging in depth from 3 to 6 feet), and cleanup. Construction of approximately 450 feet of 4-inch pipe to regional stormwater channel and pump diversion system.

11(c): Signage and Messaging – Install permanent signage at the San Elijo bike/pedestrian path and at the Nature Center to teach the value of diverting stormwater and making it part of the drinking water supply, in addition to the benefits of reduced pollutant loading to the San Elijo Lagoon. Drafts of permanent signage will be submitted to DWR prior to installation. The Nature Collective will provide educational field trips to the San Elijo Lagoon for approximately 2,000 students and educators annually for a period of two years to educate on stormwater pollution impacts on the environment.

**Deliverables:**

- Photographic Documentation of Progress
- Display board layout (PDF)
- Watershed curriculum with stormwater capture lesson
- Draft of Permanent Signage



**EXHIBIT B****BUDGET****PROPOSITION 1 ROUND 1 SAN DIEGO IRWM IMPLEMENTATION GRANT****PROJECT 7: San Elijo Stormwater Capture and Reuse****Implementing Agency: San Elijo Joint Powers Authority**

Project directly serves a need of a Disadvantaged Community: No

| <b>BUDGET CATEGORY</b> |   | <b>Grant Amount</b> | <b>Required<br/>Cost Share:<br/>Non-State<br/>Fund Source*</b> | <b>Other Cost<br/>Share*</b> | <b>Total Cost</b>  |
|------------------------|---|---------------------|--|------------------------------|--------------------|
| a                      | Project Administration  | \$105,820           | \$0  | \$0                          | <b>\$105,820</b>   |
| b                      | Land Purchase / Easement  | \$0                 | \$0  | \$0                          | <b>\$0</b>         |
| c                      | Planning / Design / Engineering<br>/Environmental Documentation | \$137,832           | \$0  | \$772,263                    | <b>\$910,095</b>   |
| d                      | Construction / Implementation                                   | \$951,348           | \$3,072,837  | \$0                          | <b>\$4,024,185</b> |
| <b>TOTAL COSTS</b>     |   | <b>\$1,195,000</b>  | <b>\$3,072,837</b>   | <b>\$772,263</b>             | <b>\$5,040,100</b> |

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: San Elijo Joint Powers Authority CIP Funds and The Nature Collective staff time.

**EXHIBIT C****SCHEDULE****PROPOSITION 1 ROUND 1 SAN DIEGO IRWM IMPLEMENTATION GRANT****PROJECT 7: San Elijo Stormwater Capture and Reuse**

|   |  | <b>Start Date</b> | <b>End Date</b> |
|---|--|-------------------|-----------------|
| a | Project Administration   | 5/4/2020          | 11/1/2022       |
| b | Land Purchase / Easement                                       | N/A               | N/A             |
| c | Planning / Design / Engineering / Environmental Documentation* | 6/1/2015          | 6/1/2021        |
| d | Construction / Implementation**                                | 1/1/2016          | 8/1/2022        |

\*Category c activities that take place prior to the grant award date count toward other cost share and will not be reimbursed with grant funds.

\*\*All planning and design tasks will be completed prior to construction/implementation activities commence. Overlap between Category c and d activities is due to the project's multiple components. The first construction phase (preliminary treatment upgrades) started 1/1/16, with match costs for the project incurred beginning 1/1/16. All CEQA documents will be completed prior to implementation activities.

**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 7: San Elijo Stormwater Capture and Reuse

**Sponsor Agency:** San Elijo Joint Powers Authority

**Agency Address:** 2695 Manchester Ave, Cardiff, CA 92007

**Project Location:** The San Elijo Water Reclamation Facility and the San Elijo Lagoon in the City of Encinitas (33.01555556, -117.27333333)



#### IRWM Proposition 1 Round 1 2019 Implementation Grant San Elijo Stormwater Capture & Reuse San Elijo Joint Powers Authority Legend

- Gravity Pipeline
- Desilting Basins
- Highways
- Prop 1 San Diego Sub-Region Funding Area
- SDIRWM Region



\*Note: DAC as determined by census tract and block group data for the year 2016, from the American Community Survey 2012-2016 5-year results. DAC determined based on definition of median household incomes below 80% of statewide MHI or \$51,026

**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/](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](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".



Hoch Consulting  
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Oceanside, CA 92054  
(tel.) 858-922-7998  
[kburr@hochconsulting.com](mailto:kburr@hochconsulting.com)  
[www.hochconsulting.com](http://www.hochconsulting.com)

May 18, 2021

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

**Subject: Proposal to Provide Grant Administration Support Services for the IRWM Prop 1 Round 1 Project 7 – San Elijo Stormwater Capture & Reuse 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 7 - San Elijo Stormwater Capture & Reuse Project. It is our understanding that final execution of the 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 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– Project Monitoring Report**

Under Task B 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; Respond to SDCWA/DWR comment

Deliverable: 1 Project Monitoring Report



### **Task C – Quarterly Progress Reports & Invoices**

Task C 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; Respond to SDCWA/DWR comment and prepare revisions as needed.

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

### **Task D – 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; Prepare PowerPoint presentation for SEJPA to present to IRWM GAP RAC meeting, as needed.

Deliverable: 1 Project Completion Report

### **Task E– Post Performance Reports**

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

Deliverable: 1 Post Project Report for the first year of post-performance reporting (anticipated to be 2024)

### **Optional Task F – 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 7 is anticipated to begin March 2021 and wrap up with submittal of the Project Completion Report by November 2022. We will continue to provide support for three (3) months thereafter to respond to any comments received from DWR on the report, through February 2023.

Hoch understands that project construction will be completed by August 2022, per the original LPS Agreement between SDCWA and SEJPA.

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 reporting support for the first reporting year of 2024 (does not include 2025, and 2026). The following schedule is proposed to complete grant administration support services for Prop 1 Round 1 Project 7, per Table 1.



**Table 1: Schedule**

| Task   | Task Title                            | Estimated Completion Date(s)            |
|--------|---------------------------------------|---|
| Task A | Project Management/Oversight          | March 2021 - February 29, 2023          |
| Task B | Project Monitoring Report             | April - May 30, 2021                    |
| Task C | 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            |
|        |                                       | Retention Report & Inv. – February 2023 |
| Task D | Project Completion Report             | November 1, 2022                        |
| Task E | First Annual Post-Performance Report  | July 2024                               |

**III. FEE PROPOSAL**

Hoch Consulting proposes to perform the scope of services on a time and material basis not to exceed **\$38,560** as detailed in Table 2. Grant amendments are not included in this fee proposal. An hourly rate schedule is included in Table 3.

**Table 2: Fee Proposal**

| Classification |                                 | Principal Project Manager | Associate Engineer | Mgmt Analyst | Hours      | Total               |
|----------------|---------------------------------|---------------------------|--------------------|--------------|------------|---------------------|
| Hourly Rate    |                                 | \$180                     | \$135              | \$125        |            |                     |
| Task A         | Project Management              | 48                        | 0                  | 24           | 72         | \$ 11,640.00        |
| Task B         | Project Monitoring Report       | 11                        | 0                  | 25           | 36         | \$ 5,105.00         |
| Task C         | Quarterly Reports & Invoicing   | 14                        | 0                  | 42           | 56         | \$ 7,770.00         |
| Task E         | Project Completion Report       | 20                        | 10                 | 35           | 65         | \$ 9,325.00         |
| Task F         | Annual Post Performance Reports | 10                        | 5                  | 18           | 33         | \$ 4,725.00         |
| <b>Total:</b>  |                                 | <b>103</b>                | <b>15</b>          | <b>144</b>   | <b>262</b> | <b>\$ 38,565.00</b> |

**Table 3: Hourly Rates**

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





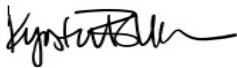
#### IV. ASSUMPTIONS AND EXCLUSIONS

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 management or implementation of any aspect of the construction project as funded by the Prop 1 Round 1 grant.

Hoch understands that SEJPA intends to procure the first year of grant support services at **\$16,800**, with the option to extend the contract to allow continuation of support services through project completion and the anticipated post annual reporting schedule, ending 2024.

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

Sincerely,  
HOCH CONSULTING



Kyrsten Burr  
Principal Project Manager



**HELIX Environmental Planning, Inc.**  
7578 El Cajon Boulevard  
La Mesa, CA 91942  
619.462.1515 tel  
619.462.0552 fax  
www.helixepi.com



May 19, 2021

Mike Konicke, LEED AP  
San Elijo Joint Powers Authority  
2695 Manchester Avenue  
Cardiff by the Sea, CA 92007-7077

**Subject: Letter Proposal/Agreement to Provide Environmental Consulting Services for the San Elijo Joint Powers Authority Water Campus Stormwater Capture and Use Phases 1 and 2 Addendum and Encinitas Ranch Recycled Water Projects**

Dear Mike:

HELIX Environmental Planning, Inc. (HELIX) is submitting this letter proposal to the San Elijo Joint Powers Authority (Client; San Elijo) to provide environmental consulting services for the San Elijo Joint Powers Authority Water Campus Stormwater Capture and Use Phases 1 and 2 Project (project).

HELIX understands that various water quality improvements are planned at San Elijo's Water Reclamation Facility (WRF), referred to herein as the Water Campus, generally in areas that have been previously studied for San Elijo's WRF Upgrades project, including development of the multi-use trail that is currently being constructed. These improvements are being implemented in two phases: Phase 1 and Phase 2. Phase 1 is being undertaken as a pilot project to inform efficiencies and functions of Phase 2. Phase 1 diverts stormwater from the on-site concrete flood channel at the existing concrete desiltation basin to a series of holding ponds to allow sediment to settle out and then conveys water to the expanded headworks that will augment reclaimed water produced for recycled water. Phase 2 will replace Phase 1 by diverting stormwater from the concrete channel and redirecting the flow into a new groundwater infiltration basin for storage and then extraction for advanced treatment and distribution as recycled water. The Phase 1 and Phase 2 activities will be confined within existing disturbed and developed areas within the Water Campus.

HELIX also understands that San Elijo is seeking federal funding from the Bureau of Reclamation (BOR) and that National Environmental Policy Act (NEPA) compliance documentation is likely to be required for the BOR funding action. BOR funding is being sought after for both the Stormwater Capture and Use Phase 1 and Phase 2 activities, in addition to San Elijo's Encinitas Ranch Recycled Water (ERRW) project.

The scope of services proposed herein will provide San Elijo with support preparing a third addendum to the California Environmental Quality Act (CEQA) document addressing the water quality improvements of the Water Campus Stormwater Capture and Use Phases 1 and 2. The scope of services will further provide support for NEPA compliance for both the Stormwater Capture and Use Phases 1 and 2, and the ERRW in coordinating funding with the BOR.

## SCOPE OF SERVICES

- Task 1 3<sup>rd</sup> Addendum to Air Quality/Greenhouse Gas Technical Memorandum. HELIX will prepare an updated technical memorandum identifying any changes to levels of criteria pollutant and greenhouse gas emissions estimated to occur as a result of project construction, primarily due to the expected grading required for the Phase 2 infiltration basin. The assumptions used in the previous technical memorandum are still valid, but will need to be supplemented with new construction equipment and schedule assumptions. HELIX will prepare a draft technical memorandum for review by Client. Based on Client comments and direction received on the draft memorandum, HELIX will prepare a final memorandum to be incorporated into the 3<sup>rd</sup> CEQA Addendum (Task 4).
- Task 2 3<sup>rd</sup> Addendum to Biological Resources Technical Report. HELIX will prepare an updated biological resources technical report to support the 3<sup>rd</sup> CEQA Addendum. This report will rely on HELIX's ongoing construction monitoring site visits and will focus on the locations of project components not specifically addressed in the previous documentation (i.e., the infiltration basin location). HELIX will prepare a draft technical report for review by Client. HELIX will revise the draft report based on a single set of Client comments and prepare the final report to be incorporated into the 3<sup>rd</sup> CEQA Addendum (Task 4).
- Task 3 3<sup>rd</sup> Addendum to Cultural Resources Technical Report. HELIX will prepare an updated cultural resources technical report to support the 3<sup>rd</sup> CEQA Addendum. This report will rely on previous surveys and records search results. As with biological resources, the report will focus on the locations of project components not specifically addressed in the previous documentation (i.e., the infiltration basin location). HELIX will prepare a draft technical report for review by Client. HELIX will revise the draft report based on a single set of Client comments and prepare the final report to be incorporated into the 3<sup>rd</sup> CEQA Addendum (Task 4).
- Task 4 3<sup>rd</sup> CEQA Addendum. Based on information provided to HELIX by San Elijo, the revised project will occur within areas previously analyzed in the April 2016 Final Mitigated Negative Declaration (MND) for the San Elijo WRF Upgrades and subsequent 1<sup>st</sup> and 2<sup>nd</sup> CEQA Addenda. HELIX will prepare a 3<sup>rd</sup> Addendum to the Final MND to satisfy the requirements of the CEQA. This task also includes time for HELIX's Principal Planner to participate in as-needed meetings with San Elijo. It is assumed that none of the conditions specified in Section 15162 of the CEQA Guidelines exist which would require the preparation of a Subsequent MND or Environmental Impact Report, and the 3<sup>rd</sup> CEQA Addendum will document as such. Specifically, the discussion will be written to conclude that none of the following conditions exist:
1. Substantial changes in the proposed project which require major revisions of the previous documentation due to new significant effects or a substantial increase in the severity of previously identified significant impacts;
  2. Substantial changes in the circumstances under which the project will be undertaken which require major revisions of the previous documentation due to new significant effects or a substantial increase in the severity of previously identified significant impacts; or

3. New information of substantial importance, which was not or could not be known at the time the previous documents were prepared.

The 3<sup>rd</sup> CEQA Addendum will include the following sections, as standard pursuant to CEQA: Introduction, Background, Project Description, Environmental Analysis, and Determination. HELIX will provide an electronic copy of the draft 3<sup>rd</sup> CEQA Addendum (in Microsoft Word and Adobe Acrobat PDF format) to San Elijo for review and comment. Following revisions (which are anticipated to be minor and not require new analysis or substantial revisions), HELIX will provide San Elijo with a final electronic copy (in Adobe Acrobat PDF format) of the 3<sup>rd</sup> Addendum. In the unexpected event that the proposed project will result in a new significant impact not already addressed in the WRF Upgrades MND or the 1<sup>st</sup> or 2<sup>nd</sup> Addenda, then HELIX will notify San Elijo and provide a recommendation of the appropriate CEQA document to prepare for the project (which will require a contact amendment).

**Task 5 NEPA Environmental Assessment (EA) Stormwater Capture and Use Phases 1 and 2**

HELIX will prepare the preliminary Draft Environmental Assessment (EA) in accordance with the Department of the Interior (DOI) 516 Department Manual 14 Managing the NEPA Process, U.S. Bureau of Reclamation (BOR). The EA will include a discussion of environmental issue areas affected by the project and a brief discussion of critical environmental issues—such as Indian Trust Assets, Indian sacred sites, environmental justice, cultural resources, and threatened and endangered species is necessary to demonstrate that they have been considered, even if there are no impacts or only minor impacts. It is assumed the EA will only address the Proposed Action and No Action Alternative. It is assumed that an electronic version of the Preliminary Draft EA will be provided to the Client for review prior to submittal to the BOR. It is assumed that up to five hard copies would be provided to the BOR for review.

*Draft EA.* HELIX will prepare the Draft EA based on comments received from the Client/BOR. It is assumed that an electronic version will be provided to the BOR prior to preparation of the Public Review Draft EA. It is assumed that up to five hard copies will be required for the Draft EA. It is assumed that the BOR is responsible for all public notices and distribution of copies of the Draft EA.

*Preliminary Final EA.* HELIX will prepare the Preliminary Final EA based on public comments received on the Draft EA. The level of effort that will be required for responses to comments and EA revisions is unpredictable, but for cost-estimating purposes, It is also assumed that responses to comments and changed EA pages will be provided electronically to Client/BOR staff. It is assumed that up to five hard copies would be provided to the BOR for review.

*Final EA/FONSI.* HELIX will prepare the Final EA based on comments received from the Client/BOR. HELIX will also prepare the Finding of No Significant Impact (FONSI). It is assumed that the BOR is responsible for all public notices and distribution of copies of the Final EA. It is assumed that up to BOR hard copies will be required for the Final EA.

**Task 6 NEPA Documentation for Encinitas Ranch Recycled Water** It is understood that CEQA Plus documentation may have been previously prepared by others to usher the ERRW project through the State Revolving Fund process. HELIX proposes to assist the Client in identifying the CEQA Plus documentation and providing a review for the purpose of assisting the Client in obtaining the appropriate BOR NEPA approvals for Phase II of the project (Task 6a). In the event that HELIX is not able to obtain the CEQA Plus documentation and/or it is determined by BOR to lack the sufficient analysis or detail to obtain the appropriate project approvals, HELIX would prepare an EA for the ERRW (task 6b). The subtasks involved in preparing an EA are identified in Task 5. It is noted due to the more complex nature of this project, in the event that an EA is required, HELIX has assumed an additional 12 hours of project management (six hours per month).

## SCHEDULE

HELIX will work with Client in a timely and professional manner in accordance with the Terms and Conditions attached and incorporated herein by reference as Exhibit A. These Terms and Conditions are a material part of this Agreement. Table 1 below provides an estimated schedule for the CEQA related task assuming a May 1, 2021 start date. This schedule is subject to change once tasks are underway and depending upon the study findings.

| Table 1: Estimated Schedule                                  |                        |
|--|------------------------|
| Task   | Completion Date (2021) |
| Notice to Proceed  | June 15                |
| Draft 3 <sup>rd</sup> Addendum Technical Reports (4-6 weeks) | August 30              |
| Client Review (2 weeks)                                      | September 15           |
| Final 3 <sup>rd</sup> Addendum Technical Reports (2 weeks)   | September 30           |
| Draft 3 <sup>rd</sup> CEQA Addendum (4-6 weeks)              | October 14             |
| Client Review (2 weeks)                                      | October 28             |
| Final 3 <sup>rd</sup> CEQA Addendum (2 weeks)                | November 12            |

## COST ESTIMATE AND PAYMENT PROCEDURES

HELIX submits this cost estimate not to exceed \$101,900, which is provided below in a breakdown by task. All work shall be invoiced on a time-and-materials basis pursuant to Exhibit B, Schedule of Fees. Payment terms are net 30 days pursuant to the Terms and Conditions referenced herein.

| TASK NO. | TASK NAME   | COST             |
|----------|---|------------------|
| 1        | 3 <sup>rd</sup> Addendum to Air Quality / Greenhouse Gas Technical Memorandum | \$5,900          |
| 2        | 3 <sup>rd</sup> Addendum to Biological Resources Technical Report             | \$7,400          |
| 3        | 3 <sup>rd</sup> Addendum to Cultural Resources Technical Report               | \$8,200          |
| 4        | 3 <sup>rd</sup> CEQA Addendum   | \$13,200         |
| 5        | EA for Stormwater Capture and Use Phase I and II                              | \$30,600         |
| 6a       | CEQA Plus Documentation Research/Review                                       | \$1,300          |
| 6b       | EA Encinitas Ranch Recycled Water   | <u>\$35,300</u>  |
| TOTAL    |   | <b>\$101,900</b> |

## ASSUMPTIONS AND LIMITATIONS

The following assumptions and limitations are a material component of this agreement.

- Client will provide HELIX with current available digital baseline data and project plans for producing all maps and graphics, which should be submitted in one of the following formats: .dxf, .dwg (AutoCAD), .dgn (Microstation), .shp (ArcView shapefiles), .gdb (ArcGIS geodatabase) or .kmz (Google Earth). In some cases, .pdf files will be acceptable.
- Costs associated with additional fieldwork, reporting, technical studies, CEQA documentation, agency coordination, permit processing, and other services not specifically described above within Tasks 1-4 ("additional work") are not included within the scope of services required of HELIX under this Agreement.
- HELIX will be provided with additional requested information regarding the project description and the project site as needed to support the Addenda analyses.
- Once preparation of the preliminary versions of the technical studies and Addenda has begun, no changes to the project design or other technical studies provided to HELIX will occur such that substantive revisions to the Addenda, re-modeling of any analysis, or additional field visits will be required.

## EXECUTION OF AGREEMENT

This quote is good for 30 days from the date of this letter. This Agreement will become a contract upon HELIX's receipt of this original, including any Exhibits, signed by an authorized representative of Client.

We look forward to working with you on this project. If you have any questions concerning this Agreement, please call Tim Belzman or me at (619) 462-1515.

Sincerely,



Karl Osmundson  
Principal Biologist / Biology Group Manager

Enclosures:     Exhibit A, Terms and Conditions  
                     Exhibit B, Schedule of Fees

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I hereby authorize HELIX to begin work in accordance with this Agreement and the attached Terms and Conditions and Schedule of Fees.

**SAN ELIJO JOINT POWERS AUTHORITY**

A \_\_\_\_ corporation, OR a \_\_\_\_ limited liability company, OR a \_\_\_\_ general partnership or limited partnership (select one).

Signed by: \_\_\_\_\_ Printed: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

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To expedite Agreement processing, please provide the following information for this contract:

| <u>Project Manager</u>                               | <u>Accounts Payable</u>                              |
|--|--|
| Name: _____  | Contact/Name: _____                                  |
| Address<br>(if different<br>from p.1) _____<br>_____ | Address<br>(if different<br>from p.1) _____<br>_____ |
| Phone: _____   | Phone: _____   |
| Email: _____   | Fax: _____   |
|  | Email: _____   |

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San Elijo Joint Powers Authority Water Campus Addendum

Please mail or fax (619-462-0552) to Kanika McDougall, Senior Accounting Manager.

If using your own contract format, please attach and return with this Agreement.

The following Terms and Conditions are made a part of the letter agreement/proposal (Agreement) between HELIX and Client and supersede any conflicting Terms and Conditions proposed by Client, unless HELIX agrees to such Terms and Conditions in writing.

**ARTICLE 1. SCOPE OF WORK AND STANDARD OF PERFORMANCE**

HELIX will perform the work outlined in the Agreement and any services approved by Client under Article 3 (the Services). HELIX will strive to perform the Services in a manner consistent with that level of care and skill ordinarily exercised by reputable members of HELIX's profession practicing at the time under similar conditions in the geographic area of Client's project. HELIX makes no other representation, expressed or implied, nor no other warranty or guarantee under this Agreement or in any report, opinion or document provided hereunder.

**ARTICLE 2. COMPENSATION**

Client agrees to pay HELIX compensation for the Services in accordance with the rates set forth in Exhibit B. HELIX shall invoice Client monthly or as otherwise agreed. Client agrees to pay HELIX within thirty (30) days of the date of invoice. If payment is not paid when due, then such sum shall bear interest at 1½ percent per month on the unpaid balance, not to exceed the maximum legal rate of interest.

**ARTICLE 3. CHANGES AND ADDITIONAL WORK**

Client may request or HELIX may recommend or request, verbally or in writing, a change in the scope in excess of or in addition to the Services ("additional work"). As soon as practical after such request or recommendation, HELIX shall forward to Client a proposal of the costs for such additional work and any adjustment to the payment schedule and time for performance. Client shall approve or disapprove the proposal, in writing. If approved, HELIX shall perform the extra work in accordance with the Terms and Conditions herein.

Notwithstanding the foregoing, however, if Client verbally approves the extra work and HELIX has performed the same, then Client agrees to pay HELIX the amount and pursuant to the payment schedule as set forth in its proposal.

**ARTICLE 4. LIMITATION OF LIABILITY**

Recognizing the relative risks and benefits of the project for which the Services are being performed, Client agrees to limit the liability of HELIX, its directors, officers, employees, agents and subcontractors for any and all injuries, claims, losses, expenses or damages (including incidental or consequential damages) arising out of or in any way related to the Services or the project hereunder, to the lesser of (a) fifty thousand dollars (\$50,000) or (b) the total compensation for the Services hereunder. Such liability includes HELIX's negligence, errors or omissions, strict liability and breach of contract or warranty. Any claim against HELIX hereunder shall be brought within one (1) year of the completion of the Services herein.

**ARTICLE 5. TERMINATION**

Either party may terminate this Agreement, either in whole or in part, without cause, by giving the other party thirty (30) days written notice. In such event, Client will pay HELIX for all work performed by it prior to the notice of termination.

In the event of a default, the non-defaulting party shall give the defaulting party ten (10) days' written notice of default. "Default" includes Client's failure to pay HELIX sums due, including additional work pursuant to Article 3. The defaulting party's failure to cure the breach within said ten- (10-) day period shall constitute a material breach of this Agreement and termination of the Agreement.

**ARTICLE 6. SUSPENSION OF WORK**

Client may suspend the Services, in whole or in part, by giving HELIX reasonable, written notice specifying the work to be suspended. Upon receipt of notice, HELIX shall suspend the work requested and Client shall pay for all Services through the date of suspension and any costs incurred by HELIX in suspending the work.

Thereafter, Client may notify HELIX of its intent to recommence the suspended Services. HELIX will promptly provide Client with any adjusted costs and schedule and, upon Client approval, HELIX shall recommence the Services previously suspended.

**ARTICLE 7. PROPRIETARY INFORMATION**

HELIX agrees not to disclose to any third person, nor use for the benefit of anyone other than Client, any data, records, financial information or other confidential or proprietary information, marked as such in writing, arising out of or related to the performance of the Services (Proprietary Information). Client similarly agrees not to disclose to any third person, nor use for the benefit of anyone, Proprietary Information of HELIX.

**ARTICLE 8. COMPLIANCE WITH LAWS**

HELIX shall comply with and observe applicable federal, state and local laws, ordinances, rules, and regulations having jurisdiction over HELIX or the performance of the Services in effect during the term of this Agreement.

**ARTICLE 9. FORCE MAJEURE**

Client will grant extensions of time and increase the compensation to HELIX to the extent that HELIX's performance hereof is delayed due to an uncontrollable force. The term "uncontrollable force" shall mean any cause beyond the control of HELIX making it impracticable or unable to perform such obligation, including but not limited to natural catastrophes, restraint by court order or public authority and action or nonaction by, or inability to obtain the necessary authorizations or approvals from, any governmental agency or authority which, by exercise of due diligence, HELIX (a) could not reasonably have been expected to obtain or (b) has been unable to overcome. HELIX will notify Client immediately of any such delay or anticipated delay, and Client will extend the date of performance for a period equal to the time lost by reason of the delay and will make an equitable adjustment to the compensation in Article 2.



## **ARTICLE 10. INSURANCE**

HELIX maintains the following insurance: (a) Workers' Compensation insurance – statutory limits; (b) Comprehensive Automobile Insurance – combined bodily injury and property damage limit of one million dollars (\$1,000,000) each occurrence; (c) Comprehensive General Liability Insurance – combined bodily/personal injury and property damage limit of one million dollars (\$1,000,000); (d) Professional Liability & Contractors Pollution Legal Liability – limit of one million dollars (\$1,000,000) each occurrence; (e) Excess Umbrella Liability – limit of two million dollars (\$2,000,000) each occurrence. Upon Client's request, HELIX will furnish evidence that such insurances are in effect. If additional coverage or increased limits of liability is desired, Client may make such request prior to the start of work. HELIX will attempt to obtain the requested coverage or limits, and Client agrees to pay for any additional costs of insurance within ten (10) days of the date of invoice.

## **ARTICLE 11. AVAILABILITY OF LAND, DATA AND DIFFERING SITE CONDITIONS** (for contracts involving field or construction services)

Client shall furnish the site or obtain access to any site not owned by Client. Client shall notify HELIX of any encumbrances or restrictions specifically related to use of the site with which HELIX must comply in performing the Services. Client will obtain in a timely manner and pay for any fees or charges associated with site access or the encumbrances. Client shall furnish HELIX with a current legal description of the lands upon which the Services are to be performed and Client's interest therein as necessary for giving notice of or filing a mechanic's lien against such lands.

HELIX may rely upon the accuracy of the data contained in Reports and Drawings furnished to it by Client or Client's engineer. Reports and Drawings are defined as (a) reports of explorations and tests of subsurface conditions at or contiguous to the site that have been used by the engineer in documents provided to HELIX; and (b) drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (including underground facilities) that Client or Client's engineer has used in preparing documents provided to HELIX.

If HELIX believes that any subsurface or physical conditions at or contiguous to the site that are uncovered or revealed either (a) is of such a nature as to establish that data on which HELIX is entitled to rely as provided above is materially inaccurate; or (b) is of such a nature as to require a change in the contract; or (c) differs materially from that shown or indicated in documents provided to HELIX by Client or others; or (d) is of an unusual nature and differs materially from conditions ordinarily encountered in work of the character provided for in this contract, then HELIX shall promptly, after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any work in connection therewith (except in the event of an emergency), notify Client or its engineer in writing about such conditions. Thereafter, Client or Client's engineer will investigate the conditions. If the existence of the differing site conditions causes an increase in HELIX's cost of or time required for performance of the work, HELIX will receive an equitable adjustment to the contract price and schedule.

HELIX will not be responsible for any hazardous environmental conditions uncovered or revealed at the site. If such conditions are encountered, HELIX shall immediately stop all work and notify Client or Client's engineer. HELIX shall not be required to resume work in connection with such conditions until Client has obtained any required permits and advised HELIX in writing of such conditions and any affected area is or has been rendered safe for the resumption of work; or has specified any special conditions under which such work may be resumed safely; and HELIX shall receive an adjustment to the contract schedule and price accordingly.

## **ARTICLE 12. GOVERNING LAW AND ARBITRATION**

This Agreement shall be governed by, and construed in accordance with, the laws of the State of California. Any controversy or claim arising out of or relating to this Agreement shall be settled by binding arbitration administered by and pursuant to the Commercial Rules of the American Arbitration Association then in effect. Any such proceedings shall take place in San Diego, California. In any action or proceeding hereunder, the prevailing party shall be entitled to recover attorneys' fees, filing fees, expert witness fees and other costs of arbitration or suit.

## **ARTICLE 13. NOTICES**

Any notice from one party to another shall be in writing and delivered personally, by facsimile or by United States mail, registered or certified, return receipt requested, postage fully pre-paid, to the addresses as set forth in the Agreement to the attention of the signatory of this Agreement.

Any notice shall be deemed delivered upon personal service or, if mailed, on the delivery date or attempted delivery date shown on the return receipt. If any party changes its address, such party shall notify the other party as provided in this article.

## **ARTICLE 14. MISCELLANEOUS**

**14.1 Successors and Assigns:** This Agreement is binding upon and shall inure to the benefit of the parties and their respective successors-in-interest, assigns and transferees. Neither party can assign this Agreement without the prior written consent of the other party.

**14.2 Counterparts:** This Agreement may be signed in two or more counterparts, each of which shall constitute an original, but all of which shall be one in the same document.

With the Agreement, these Terms and Conditions and any attached Exhibits constitute the complete and entire contract between the parties and supersedes any previous communications, representations or agreement, whether oral or written, with respect to the subject matter hereof.

### CONSULTING SERVICES

Consulting services performed by HELIX typically include, but are not necessarily limited to, office, field, meetings, hearings and travel time. Consulting services for expert witness review, deposition, and/or testimony will be provided at one and one-half times our professional rates.

### DIRECT COSTS

Certain identifiable direct costs will be charged to the project at cost plus ten percent. Examples of direct costs include subconsultants, vehicle or equipment rentals, airplane and train fares, parking, per diem and lodging, mileage, communications, reproduction, and supplies. A 4-wheel drive premium will be charged at \$25 per project day. There will be additional charges for plotting, color printing, aerial photographs and GPS services.

### PAYMENT

Invoices will be submitted monthly. Payment on invoices is due within thirty days of receipt. If payment is not paid when due, then such sum shall bear interest at 1 ½ % per month on the unpaid balance, not to exceed the maximum legal rate of interest.

### PROFESSIONAL RATES

Current hourly rates for consulting services:

|                                     |            |
|-------------------------------------|------------|
| Principal                           | \$225-250  |
| Principal Acoustician               | \$180-205  |
| Principal Biologist                 | \$190-225  |
| Principal Landscape Architect       | \$160-190  |
| Principal Permitting Specialist     | \$170-220  |
| Principal Planner                   | \$200-235  |
| Principal Regulatory Specialist     | \$190-225  |
| Senior Project Manager I-III        | \$150-200  |
| Senior Air Quality Specialist       | \$155-180  |
| Senior Environmental Specialist     | \$130-170  |
| Senior Fisheries Scientist          | \$200-230  |
| Senior Noise/Air Quality Specialist | \$150-180  |
| Noise/Air Quality Specialist        | \$115-145  |
| Environmental Specialist I-III      | \$85-125   |
| Environmental Compliance Analyst    | \$70       |
| Environmental Compliance Specialist | \$75-125   |
| Project Manager I-III               | \$120-175  |
| Assistant Project Manager           | \$100-120  |
| Archaeology Field Director          | \$110      |
| Staff Archaeologist                 | \$80-115   |
| Senior Archaeologist                | \$120-170  |
| Architectural Historian             | \$100-130  |
| Environmental Planner I-III         | \$95-120   |
| Environmental Analyst               | \$65-75    |
| Landscape Architect                 | \$110-125  |
| Senior Landscape Architect          | \$130-160  |
| Landscape Planner I-III             | \$95-115   |
| Sr. Scientist                       | \$130-165  |
| Biologist I-V                       | \$85-130   |
| Assistant Biologist                 | \$60       |
| Senior GIS Specialist               | \$125-165  |
| GIS Specialist I-III                | \$75-120   |
| Graphics                            | \$115      |
| Technical Editor                    | \$90-100   |
| Operations Manager                  | \$105- 120 |
| Word Processor I-III                | \$65-85    |
| Clerical                            | \$60-75    |

*Rates are subject to change on a yearly basis*



June 2, 2021

Mr. Mike Konicke  
San Elijo Joint Powers Authority  
2695 Manchester Avenue  
Cardiff, California 92007

Re: Proposal for Civil Engineering Services – Stormwater Capture and Reuse Project  
Amendment – Design Update, Structural, Electrical Plans and Construction Phase Services

Kimley-Horn and Associates, Inc. ("Kimley-Horn" or "Consultant") is pleased to submit this amendment to San Elijo Joint Powers Authority ("San Elijo JPA" or "Client") to provide additional services for Stormwater Capture and Reuse within the San Elijo Water Reclamation Facility ("SEWRF") property.

### ***Project Understanding***

It is our understanding that San Elijo JPA would like to have Kimley-Horn update the current design for the Stormwater Pumps Stations that include shifting the location of the upstream pump station, provide detailed electrical drawings, structural drawings for the wall, and Force Main Connection routing to support the stormwater capture and reuse project. Construction phase services are also added to the scope of work.

### ***Scope of Services***

Kimley-Horn will provide the services specifically set forth below.

#### ***Task 1 – Pump Station No. 1 Revised Location and Force Main Revisions***

Kimley-Horn will revise the location of Pump Station No. 1 to locate the pump station just downstream of the large existing sediment basin wall. The updates are based on the concept markup provided by San Elijo JPA on 5/11/21. The pump station will be located within the concrete channel embankment and the Force Main piping will run along the channel concrete. Details for the pump station and channel side slope reconstruction will be updated. Anchorage details for surface mounted pipe will be prepared. The intent is to create a sump area just downstream of the existing wall with a new wall. Pumps will be located within this sump area and anchored to the channel floor. This approach will eliminate the need for a separate wet well.

Force Main Connection details (1 sheet) will be prepared to indicate the connection details to the plant headworks and A-Basin. This will include details for stubbing pipe up and over walls and into the basins, anchorage to walls, pipe material. Force Main Connection locations and methods of connection will be reviewed for the plant headworks and A-Basin during a site visit.

The Pump Station No. 1 Gravity Piping will be updated to eliminate the sediment capture box and route the flow into a rock swale for sediment/erosion control. Swale will connect to the downstream treatment basin by either a pipe and riser or a weir and down drain (to be determined).

One site visit and up to two coordination meetings are included in this task.

***Task 2 –Electrical Supply and Connection Details***

Kimley-Horn will attend one site visit to review the electrical connection locations and determine pump control panel placement for both pumps. The purpose will be to observe the existing power available at the two buildings, review panels and potential for adding a circuit and breaker for the new pump stations and verify conduit runs locations. Coordination with Carollo Engineering to understand the available electrical supply is included.

Kimley-Horn will prepare electrical plans and details for the installation of two stormwater pump station control panels and connections to the existing system electrical. PI&D drawings will be prepared for each pump station including a local service disconnect at the pump station location. Conduit and conductor schedules will be prepared. A communication pathway for conduit from the pump station controls to the San Elijo SCADA system will be identified.

Electrical drawings will be prepared (6 sheets assumed) to indicate conduit sizing, runs, single line diagram, panel schedule, control panel location and connection details. Project specifications will be shown on the plans.

***Task 3 –Structural Details***

Kimley-Horn will prepare structural details for the new wall to be placed in the channel downstream of the existing sediment basin wall. The purpose of the wall is to create the sump area for desilted water to pond where it can be pumped out by the new pumps.

**Task 1-3 - Deliverables:**

- 100% Plans

***Task 4 – Bidding and Construction Phase Services***

Kimley-Horn will provide construction phase services for the installation and startup of the stormwater pump stations. This effort will include bidding support to San Elijo during the project including response to bidder's inquiries and updating the plans to prepare a conformed set of plans for construction. This task also includes review of shop drawings and submittals from the contractor to verify intent with the plans (10 submittals assumed). Construction RFIs will be reviewed and responded to (up to 15 RFIs assumed). Kimley-Horn will attend up to two (2) construction meetings during construction and pump station startup. Upon completion of the construction, Kimley-Horn will prepare one set of updated plans (Record Drawings) based upon contractor redlines provided. Up to 60 hours are assumed for this task.

**Task 4 - Deliverables:**

- Bid list
- Response to Bidder's inquiries
- Conformed Drawings
- Record Drawings
- Submittal Review

- RFI Responses

#### **Task 5 – Field Condition Assessment**

Kimley-Horn will provide engineering support to San Elijo JPA for items that may arise during the stormwater capture project and construction of the other on-going improvements at the site including the trail project currently under construction. This task is intended to provide services that are needed that are outside of Tasks 1-4 above and resolve unforeseen issues that may arise during design.

#### **Task 6 – Value Engineering**

Kimley-Horn will coordinate with San Elijo and the contractor to develop value engineering solutions/alternatives to the package type pump station at the upstream sediment basin. This alternative may consist of studying the feasibility of a gravity flow option from the sediment basin to the stormwater treatment basin.

#### **Task 7 – Potholing**

Kimley-Horn will coordinate with AIRX to provide potholing of existing utilities within the San Elijo Property to determine depth and location of potential conflicts for the pipe crossings. Up to 10 potholes are assumed.

#### **Task 7 - Deliverables:**

- Pothole Report and Exhibit

#### **Information Provided by Client**

Kimley-Horn shall be entitled to rely on the completeness and accuracy of all information provided by the Client or the Client's consultants or representatives. The Client shall provide all information requested by Kimley-Horn during the project, including but not limited to the following:

- Plant piping record drawings near headworks and A-Basin.

#### **Assumptions**

- Assume no City of Encinitas processing or permitting is required for electrical or potholing.
- Assume minor consolidated comments on 100% plan submittal. No major design change comments are assumed.
- Assume pump power will tie into the existing building power supply and existing building panels have room for pump station breakers. No panel upgrades and assumed.
- Assume control panel layout and details will be per packaged lift station system control panel provider.
- Assume no stand-alone project specifications books will be required.

#### **Schedule**

We will provide our services as expeditiously as practicable with the goal of meeting the agreed upon schedule.

### Fee and Expenses

Kimley-Horn will perform the services listed below on a Time and Materials basis according to the attached rate schedule.

| <b>Task</b>   |   |                     |
|---------------|---|---------------------|
| <b>Task 1</b> | <b>Pump Station No. 1 Revised Location and FM Revisions</b> | <b>\$15,000</b>     |
| <b>Task 2</b> | <b>Electrical Supply and Details</b>                        | <b>\$25,000</b>     |
| <b>Task 3</b> | <b>Structural Details</b>                                   | <b>\$7,000</b>      |
| <b>Task 4</b> | <b>Bidding and Construction Phase Services</b>              | <b>\$15,000</b>     |
| <b>Task 5</b> | <b>Field Condition Assessment</b>                           | <b>\$12,000</b>     |
| <b>Task 6</b> | <b>Value Engineering</b>                                    | <b>\$4,500</b>      |
| <b>Task 7</b> | <b>Potholing</b>  | <b>\$7,000</b>      |
|               | <b>Expenses</b>   | <b><u>\$500</u></b> |
|               | <b>Total, Tasks 1 thru 7 including Expenses</b>             | <b>\$86,000</b>     |

Direct reimbursable expenses such as express delivery services, fees, air travel, subconsultant costs, and other direct expenses will be billed at cost. All permitting, application, and similar project fees will be paid directly by the Client. Should the Client request Kimley-Horn to advance any such project fees on the Client's behalf, a separate invoice for such fees will be immediately issued to and paid by the Client. Reimbursable expenses will be invoiced based upon expenses incurred.

Payment will be due within 30 days of your receipt of the invoice and should include the invoice number and Kimley-Horn project number.

### Closure

In addition to the matters set forth herein, our Agreement shall include and be subject to, and only to, the attached Standard Provisions, which are incorporated by reference. As used in the Standard Provisions, "Consultant" shall refer to Kimley-Horn and Associates, Inc., and "Client" shall refer to San Elijo Joint Powers Authority.

Kimley-Horn, in an effort to expedite invoices and reduce paper waste, submits invoices via email in an Adobe PDF format. We can also provide a paper copy via regular mail if requested. Please include the invoice number and Kimley-Horn project number with all payments. Please provide the following information:

Please email all invoices to \_\_\_\_\_

Please copy \_\_\_\_\_

If you concur in all the foregoing and wish to direct us to proceed with the services, please have authorized persons execute both copies of this Agreement in the spaces provided below, retain one copy, and return the other to us. We will commence services only after we have received a fully-executed agreement. Fees and times stated in this Agreement are valid for sixty (60) days after the date of this letter.


To ensure proper set up of your projects so that we can get started, please complete and return with the signed copy of this Agreement the attached Request for Information. Failure to supply this information could result in delay in starting work on your project.

We appreciate the opportunity to provide these services to you. Please contact me if you have any questions.

Very truly yours,

KIMLEY-HORN AND ASSOCIATES, INC.

By:   
Sam McWhorter, PE C61788  
Senior Project Manager

  
Dennis Landaal, PE  
Senior Vice President

cc: Mike Konicke, SEJPA, Mark Araujo, Kirk Ammerman, Kimley-Horn

**San Elijo Joint Powers Authority**

By:

\_\_\_\_\_, General Manager

\_\_\_\_\_

(Date)

\_\_\_\_\_

(Print or Type Name)

\_\_\_\_\_

(Email Address)

Attest:

\_\_\_\_\_, Secretary/Assistant Secretary

\_\_\_\_\_

(Print or Type Name)

Client's Federal Tax ID: \_\_\_\_\_

Client's Business License No.: \_\_\_\_\_

Client's Street Address: \_\_\_\_\_

\_\_\_\_\_

Attachment – Request for Information

Attachment – Standard Provisions



### Request for Information

*Please return this information with your signed contract; failure to provide this information could result in delay in starting your project*

#### Client Identification

|                               |       |                          |                 |                          |                    |
|-------------------------------|-------|--------------------------|-----------------|--------------------------|--------------------|
| Full, Legal Name of Client    |       |                          |                 |                          |                    |
| Mailing Address for Invoices  |       |                          |                 |                          |                    |
| Contact for Billing Inquiries |       |                          |                 |                          |                    |
| Contact's Phone and e-mail    |       |                          |                 |                          |                    |
| Client is (check one)         | Owner | <input type="checkbox"/> | Agent for Owner | <input type="checkbox"/> | Unrelated to Owner |

#### Property Identification

|                                     | Parcel 1 | Parcel 2 | Parcel 3 | Parcel 4 |
|-------------------------------------|----------|----------|----------|----------|
| Street Address                      |          |          |          |          |
| County in which Property is Located |          |          |          |          |
| Tax Assessor's Number(s)            |          |          |          |          |

#### Property Owner Identification

|                          | Owner 1 | Owner 2 | Owner 3 | Owner 4 |
|--------------------------|---------|---------|---------|---------|
| Owner(s) Name            |         |         |         |         |
| Owner(s) Mailing Address |         |         |         |         |
| Owner's Phone No.        |         |         |         |         |
| Owner of Which Parcel #? |         |         |         |         |

#### Project Funding Identification – List Funding Sources for the Project

|  |
|--|
|  |
|  |
|  |
|  |
|  |

*Attach additional sheets if there are more than 4 parcels or more than 4 owners*

## KIMLEY-HORN AND ASSOCIATES, INC.

### STANDARD PROVISIONS

(1) **Consultant's Scope of Services and Additional Services.** The Consultant's undertaking to perform professional services extends only to the services specifically described in this Agreement. However, if requested by the Client and agreed to by the Consultant, the Consultant will perform Additional Services, which shall be governed by these provisions. Unless otherwise agreed to in writing, the Client shall pay the Consultant for any Additional Services an amount based upon the Consultant's then-current hourly rates plus an amount to cover certain direct expenses including telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage. Other direct expenses will be billed at 1.10 times cost.

(2) **Client's Responsibilities.** In addition to other responsibilities described herein or imposed by law, the Client shall:

- (a) Designate in writing a person to act as its representative with respect to this Agreement, such person having complete authority to transmit instructions, receive information, and make or interpret the Client's decisions.
- (b) Provide all information and criteria as to the Client's requirements, objectives, and expectations for the project including all numerical criteria that are to be met and all standards of development, design, or construction.
- (c) Provide to the Consultant all previous studies, plans, or other documents pertaining to the project and all new data reasonably necessary in the Consultant's opinion, such as site survey and engineering data, environmental impact assessments or statements, upon all of which the Consultant may rely.
- (d) Arrange for access to the site and other private or public property as required for the Consultant to provide its services.
- (e) Review all documents or oral reports presented by the Consultant and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of the Consultant.
- (f) Furnish approvals and permits from governmental authorities having jurisdiction over the project and approvals and consents from other parties as may be necessary for completion of the Consultant's services.
- (g) Cause to be provided such independent accounting, legal, insurance, cost estimating and overall feasibility services as the Client may require.
- (h) Give prompt written notice to the Consultant whenever the Client becomes aware of any development that affects the scope, timing, or payment of the Consultant's services or any defect or noncompliance in any aspect of the project.
- (i) Bear all costs incidental to the responsibilities of the Client.

(3) **Period of Services.** Unless otherwise stated herein, the Consultant will begin work timely after receipt of a properly executed copy of this Agreement and any required retainer amount. This Agreement is made in anticipation of conditions permitting continuous and orderly progress through completion of the services. Times for performance shall be extended as necessary for delays or suspensions due to circumstances that the Consultant does not control. If such delay or suspension extends for more than six months (cumulatively), Consultant's compensation shall be renegotiated.

(4) **Method of Payment.** Compensation shall be paid to the Consultant in accordance with the following provisions:

- (a) Invoices will be submitted periodically for services performed and expenses incurred. Invoices are due and payable upon presentation. Client shall pay Consultant a time-price differential of one and one-half percent (1.5%) of the outstanding amount of each invoice that is overdue for more than 30 days. The Client shall also pay any applicable sales tax. All retainers will be held by the Consultant for the duration of the project and applied against the final invoice. If the Client fails to make any payment due to the Consultant under this or any other agreement within 30 days after presentation, the Consultant may, after giving notice to the Client, suspend services and withhold deliverables until all amounts due are paid in full and may commence proceedings, including recording liens, to secure its right to payment under this Agreement.
- (b) If the Client relies on payment or proceeds from a third party to pay Consultant and Client does not pay Consultant's invoice within 60 days of receipt, Consultant may communicate directly with such third party to secure payment.
- (c) If the Client objects to an invoice, it must advise the Consultant in writing giving its reasons within 14 days of receipt of the invoice or the Client's objections will be waived, and the invoice shall conclusively be deemed due and owing. If the Client objects to only a portion of the invoice, payment for all other portions remains due within 25 days of receipt.
- (d) The Client agrees that the payment to the Consultant is not subject to any contingency or condition. The Consultant may negotiate payment of any check tendered by the Client, even if the words "in full satisfaction" or words intended to have similar effect appear on the check without such negotiation being an accord and satisfaction of any disputed debt and without prejudicing any right of the Consultant to collect additional amounts from the Client.

(5) **Use of Documents.** All documents, including but not limited to drawings, specifications, reports, and data or programs stored electronically, prepared by the Consultant are related exclusively to the services described in this Agreement, and may be used only if the Client has satisfied all of its obligations under this Agreement. They are not intended or represented to be suitable for use, partial use or reuse by the Client or others on extensions of this project or on any other project. Any modifications made by the Client to any of the Consultant's documents, or any use, partial use or reuse of the documents without written authorization or adaptation by the Consultant will be at the Client's sole

risk and without liability to the Consultant, and the Client shall indemnify, defend and hold the Consultant harmless from all claims, damages, losses and expenses, including but not limited to attorneys' fees, resulting therefrom. The Consultant's electronic files and source code developed in the development of application code remain the property of the Consultant and shall be provided to the Client only if expressly provided for in this Agreement. Any electronic files not containing an electronic seal are provided only for the convenience of the Client, and use of them is at the Client's sole risk. In the case of any defects in the electronic files or any discrepancies between them and the hardcopy of the documents prepared by the Consultant, the hardcopy shall govern. Because data stored in electronic media format can deteriorate or be modified without the Consultant's authorization, the Client has 60 days to perform acceptance tests, after which it shall be deemed to have accepted the data.

(6) **Opinions of Cost.** Because the Consultant does not control the cost of labor, materials, equipment or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any opinions rendered as to costs, including but not limited to opinions as to the costs of construction and materials, shall be made on the basis of its experience and represent its judgment as an experienced and qualified professional, familiar with the industry. The Consultant cannot and does not guarantee that proposals, bids or actual costs will not vary from its opinions of cost. If the Client wishes greater assurance as to the amount of any cost, it shall employ an independent cost estimator. Consultant's services required to bring costs within any limitation established by the Client will be paid for as Additional Services.

(7) **Termination.** The obligation to provide further services under this Agreement may be terminated by either party upon seven days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party, or upon thirty days' written notice for the convenience of the terminating party. If any change occurs in the ownership of the Client, the Consultant shall have the right to immediately terminate this Agreement. In the event of any termination, the Consultant shall be paid for all services rendered and expenses incurred to the effective date of termination, and other reasonable expenses incurred by the Consultant as a result of such termination. If the Consultant's compensation is a fixed fee, the amount payable for services will be a proportional amount of the total fee based on the ratio of the amount of the services performed, as reasonably determined by the Consultant, to the total amount of services which were to have been performed.

(8) **Insurance.** The Consultant carries Workers' Compensation insurance, professional liability insurance, and general liability insurance. If the Client directs the Consultant to obtain increased insurance coverage, the Consultant will take out such additional insurance, if obtainable, at the Client's expense.

(9) **Standard of Care.** The standard of care applicable to Consultant's services will be the degree of care and skill ordinarily exercised by consultants performing the same or similar services in the same locality at the time the services are provided. No warranty, express or implied, is made or intended by the Consultant's undertaking herein or its performance of services, and it is agreed that the Consultant is not a fiduciary with respect to the Client.

(10) **LIMITATION OF LIABILITY.** In recognition of the relative risks and benefits of the Project to the Client and the Consultant, the risks have been allocated such that the Client agrees, to the fullest extent of the law, and notwithstanding any other provisions of this Agreement or the existence of applicable insurance coverage, that the total liability, in the aggregate, of the Consultant and the Consultant's officers, directors, employees, agents, and subconsultants to the Client or to anyone claiming by, through or under the Client, for any and all claims, losses, costs or damages whatsoever arising out of, resulting from or in any way related to the services under this Agreement from any cause or causes, including but not limited to, the negligence, professional errors or omissions, strict liability or breach of contract or any warranty, express or implied, of the Consultant or the Consultant's officers, directors, employees, agents, and subconsultants, shall not exceed twice the total compensation received by the Consultant under this Agreement or \$50,000, whichever is greater. Higher limits of liability may be negotiated for additional fee. Under no circumstances shall the Consultant be liable for extra costs or other consequences due to changed conditions, or for costs related to the failure of contractors to perform work in accordance with the plans and specifications. This Section 10 is intended solely to limit the remedies available to the Client or those claiming by or through the Client, and nothing in this Section 10 shall require the Client to indemnify the Consultant.

(11) **Mutual Waiver of Consequential Damages.** In no event shall either party be liable to the other for any consequential, incidental, punitive, or indirect damages including but not limited to loss of income or loss of profits.

(12) **Certifications.** The Consultant shall not be required to execute certifications or third-party reliance letters that are inaccurate, that relate to facts of which the Consultant does not have actual knowledge, or that would cause the Consultant to violate applicable rules of professional responsibility.

(13) **Dispute Resolution.** All claims by the Client arising out of this Agreement or its breach shall be submitted first to mediation in accordance with the Construction Industry Mediation Procedures of the American Arbitration Association as a condition precedent to litigation. Any mediation or civil action by Client must be commenced within one year of the accrual of the cause of action asserted but in no event later than allowed by applicable statutes.

(14) **Hazardous Substances and Conditions.** In no event shall Consultant be a custodian, transporter, handler, arranger, contractor, or remediator with respect to hazardous substances and conditions. Consultant's services will be limited to professional analysis, recommendations, and reporting, including, when agreed to, plans and specifications for isolation, removal, or remediation. The Consultant shall notify the Client of hazardous substances or conditions not contemplated in the scope of services of which the Consultant actually becomes aware. Upon such notice by the Consultant, the Consultant may stop affected portions of its services until the hazardous substance or condition is eliminated.

(15) **Construction Phase Services.**

(a) If the Consultant's services include the preparation of documents to be used for construction and the Consultant is not retained to make periodic site visits, the Client assumes all responsibility for interpretation of the documents and for construction observation, and the Client waives any claims against the Consultant in any way connected thereto.

(b) If the Consultant provides construction phase services, the Consultant shall have no responsibility for any contractor's means, methods, techniques, equipment choice and usage, sequence, schedule, safety programs, or safety practices, nor shall Consultant have any authority or responsibility to stop or direct the work of any contractor. The Consultant's visits will be for the purpose of endeavoring to provide the Client a greater degree of confidence that the completed work of its contractors will generally conform to the construction documents prepared by the Consultant. Consultant neither guarantees the performance of contractors, nor assumes responsibility for any contractor's failure to perform its work in accordance with the contract documents.

(c) The Consultant is not responsible for any duties assigned to the design professional in the construction contract that are not expressly provided for in this Agreement. The Client agrees that each contract with any contractor shall state that the contractor shall be solely responsible for job site safety and for its means and methods; that the contractor shall indemnify the Client and the Consultant for all claims and liability arising out of job site accidents; and that the Client and the Consultant shall be made additional insureds under the contractor's general liability insurance policy.

(16) **No Third-Party Beneficiaries; Assignment and Subcontracting.** This Agreement gives no rights or benefits to anyone other than the Client and the Consultant, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole benefit of the Client and the Consultant. The Client shall not assign or transfer any rights under or interest in this Agreement, or any claim arising out of the performance of services by Consultant, without the written consent of the Consultant. The Consultant reserves the right to augment its staff with subconsultants as it deems appropriate due to project logistics, schedules, or market conditions. If the Consultant exercises this right, the Consultant will maintain the agreed-upon billing rates for services identified in the contract, regardless of whether the services are provided by in-house employees, contract employees, or independent subconsultants.

(17) **Confidentiality.** The Client consents to the use and dissemination by the Consultant of photographs of the project and to the use by the Consultant of facts, data and information obtained by the Consultant in the performance of its services. If, however, any facts, data or information are specifically identified in writing by the Client as confidential, the Consultant shall use reasonable care to maintain the confidentiality of that material.

(18) **Miscellaneous Provisions.** This Agreement is to be governed by the law of the State of California. This Agreement contains the entire and fully integrated agreement between the parties and supersedes all prior and contemporaneous negotiations, representations, agreements or understandings, whether written or oral. Except as provided in Section 1, this Agreement can be supplemented or amended only by a written document executed by both parties. Provided, however, that any conflicting or additional terms on any purchase order issued by the Client shall be void and are hereby expressly rejected by the Consultant. Any provision in this Agreement that is unenforceable shall be ineffective to the extent of such unenforceability without invalidating the remaining provisions. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

## **Kimley-Horn and Associates, Inc.**

### **Hourly Labor Rate Schedule**

| <b>Classification</b>           | <b><i>Rate</i></b> |
|---------------------------------|--------------------|
| <b>Analyst</b>                  | \$130              |
| <b>Professional I</b>           | \$160              |
| <b>Professional II</b>          | \$190              |
| <b>Senior Professional I</b>    | \$230              |
| <b>Senior Professional II</b>   | \$260              |
| <b>Senior Technical Support</b> | \$145              |
| <b>Support Staff</b>            | \$105              |
| <b>Technical Support</b>        | \$115              |



April 6, 2021

San Elijo Joint Powers Authority  
Michael Thornton  
2695 Manchester Avenue  
Cardiff by the Sea, California 92007

**Subject: Proposal for Stormwater-Recycled Water Quality Enhancement and Storage Evaluation**

Dear Mr. Thornton,

We respectfully request your consideration of the enclosed proposal to develop and evaluate approaches to integrate recycled water into SEJPA's stormwater capture and reuse projects currently underway.

Sincerely yours,

A handwritten signature in blue ink, reading "R. Trussell". The signature is fluid and cursive, with the first name "R." and the last name "Trussell" clearly distinguishable.

R. Shane Trussell, Ph.D., P.E., BCEE  
President, Trussell Technologies, Inc.  
shanet@trusselltech.com

Cc. Chris Trees, SEJPA  
Eileen Idica, Trussell Technologies

## San Elijo Joint Powers Authority

### Stormwater-Recycled Water Quality Enhancement and Storage Evaluation

The San Elijo Joint Powers Authority (SEJPA) is implementing a stormwater capture and reuse project onsite at the San Elijo Water Reclamation Facility (SEWRF) in two phases. Phase 1 would capture and treat approximately 19 AFY of stormwater for use as recycled water. Phase 2 would involve increased stormwater capture, an infiltration basin, storage in the groundwater basin, and then extraction via wells for further use to offset potable water demands. The SEJPA is interested in integrating recycled water into these stormwater capture and reuse projects to allow for an increase of approximately 150 AFY of recycled water supply for use by existing and new communities. This project is expected to accomplish this by enhancing recycled water quality and increasing storage capacity to serve time-varying demands.

### SCOPE OF WORK

#### Task 1 – Identify Water Quality Requirements for Recycled Water Storage in Groundwater Aquifer

In order to use the groundwater aquifer for storage of recycled water along with stormwater, certain water quality requirements will need to be met to ensure (1) that the aquifer is not adversely degraded, and (2) compliance with the Regional Water Quality Control Board (RWQCB) limitations. Trussell anticipates that recycled water undergoing complete nitrification with partial denitrification or full advanced treatment (membrane filtration, reverse osmosis, and advanced oxidation) would meet the requirements for recharge. As part of this task, Trussell will identify each controlling water quality requirement and the associated reasons.

#### Task 2 – Develop Approaches to Meet Water Quality Requirements for Storage

This task will develop the approaches for how modifications can be made at the SEWRF to enable storage of recycled water in the groundwater aquifer. Two options are anticipated to be developed:

- Option 1: Upgrade to Nitrification-Denitrification
- Option 2: Addition of UV/AOP to the tail-end of existing SEWRF non-nitrified secondary process, MF, and RO systems to achieve full advanced treatment water quality. This option may also include modifications to increase MF and RO capacity without upstream nitrification-denitrification.

Each option will be evaluated in the context of SEWRF production capacities that can be realized reasonably with the existing onsite infrastructure, taking into account the increased supply provided by stormwater capture and the wastewater flows that are not currently reused. Desktop modeling will be utilized for each option (e.g., GPS-X secondary biological process modeling, RO modeling), along with wastewater treatment process knowledge, to accurately estimate effluent water quality and additional equipment needed. Planning-level cost estimates (capital, annual operations and maintenance) will be provided for each option. Trussell will present the results of Tasks 1 and 2 in a progress meeting with the SEJPA.

#### Task 3 – Identify Benefits to the Recycled Water Treatment and Overall System

To fully understand and compare the advantages and disadvantages of the two options above, Trussell will develop a matrix of benefits for each. This matrix is anticipated to include:

- Existing membrane filtration (MF) system capacity
- Potential to treat all recycled water with MF membranes and eliminate the use of sand filters
- Enhancements to recycled water quality (e.g., coliform, TSS, turbidity, TDS)
- Existing chlorine contact basin capacity with conversion to free chlorine
- Potential to eliminate time-of-use restrictions for recycled water
- Optimization of existing assets (e.g., equipping existing spare aeration basins)

- Recycled water production increase
- Treatment robustness (e.g., high influent TDS events)
- Readiness for future potable reuse

#### Task 4 – Draft and Final TM

Trussell will document the work of Tasks 1 through 3 and the resulting recommended approach in a draft and final technical memorandum. This task includes meeting to discuss the evaluation and draft technical memorandum.

### SCHEDULE

The duration of this scope of work is anticipated to be fourteen (14) weeks, which includes two (2) weeks for SEJPA review of the draft TM.

### BUDGET

The estimated budget to complete this scope of work is \$74,276 based on time and materials. A cost breakdown is provided in the table below.

| Task No.     | Staff Classification   | Trussell Technologies  |                       |                        |            |                         | Total Labor Hours | Total Cost          |
|--------------|--|------------------------|-----------------------|------------------------|------------|-------------------------|-------------------|---------------------|
|              |  | Principal Engineer III | Principal Engineer II | Supervising Engineer I | Engineer I | Senior Office Manager I |                   |                     |
|              | Hourly Billing Rate  | \$288                  | \$261                 | \$220                  | \$153      | \$131                   |                   |                     |
| <b>1</b>     | <b>Identify Water Quality Requirements for Recycled Water Storage in Groundwater Aquifer</b> | 4                      | 2                     | 2                      | 8          | 0                       | 48                | \$ 9,224.00         |
| 1.1          | Water Quality Requirements   | 4                      | 2                     | 2                      | 8          |                         |                   | \$ 9,224.00         |
| <b>2</b>     | <b>Develop Approaches to Meet Water Quality Requirements for Storage</b>                     | 22                     | 26                    | 50                     | 80         | 2                       | 180               | \$ 36,624.00        |
| 2.1          | Option 1 Development (use of NDN)  | 6                      | 4                     | 20                     | 8          |                         |                   | \$ 8,396.00         |
| 2.2          | Option 2 Development (use of FAT)  | 6                      | 8                     | 4                      | 32         |                         |                   | \$ 9,592.00         |
| 2.3          | Planning-level Cost Estimates (Capital, O&M)   | 6                      | 12                    | 20                     | 32         |                         |                   | \$ 14,156.00        |
| 2.4          | Progress Meeting   | 4                      | 2                     | 6                      | 8          | 2                       |                   | \$ 4,480.00         |
| <b>3</b>     | <b>Identify Benefits to Recycled Water Treatment and Overall System</b>                      | 6                      | 4                     | 16                     | 0          | 0                       |                   | \$ 6,292.00         |
| 3.1          | Develop Matrix of Benefits   | 6                      | 4                     | 16                     |            |                         |                   | \$ 6,292.00         |
| <b>4</b>     | <b>Draft and Final TM</b>  | 10                     | 14                    | 28                     | 60         | 2                       |                   | \$ 22,136.00        |
| 4.1          | Draft TM   | 4                      | 6                     | 12                     | 40         |                         |                   | \$ 11,478.00        |
| 4.2          | Final TM   | 2                      | 4                     | 8                      | 12         |                         |                   | \$ 5,216.00         |
| 4.3          | Review Meeting   | 4                      | 4                     | 8                      | 8          | 2                       |                   | \$ 5,442.00         |
| <b>TOTAL</b> |  | <b>42</b>              | <b>46</b>             | <b>96</b>              | <b>148</b> | <b>4</b>                | <b>228</b>        | <b>\$ 74,276.00</b> |



**PROFESSIONAL SERVICES AGREEMENT  
BETWEEN SAN ELIJO JOINT POWERS AUTHORITY  
AND THE NATURE COLLECTIVE  
FOR EDUCATIONAL SERVICES**

This Professional Services Agreement (“**Agreement**”) is made on this 15<sup>th</sup> day of June, 2021, (“**Effective Date**”) between SAN ELIJO JOINT POWERS AUTHORITY (“**SEJPA**”), and THE NATURE COLLECTIVE (“**CONSULTANT**”), an independent CONSULTANT, with a principal place of business in Encinitas, California.

**SECTION 1 SERVICES TO BE PERFORMED BY CONSULTANT**

1.01 CONSULTANT will perform the deliverables within the scope described in **Attachment A**. CONSULTANT will provide SEJPA with periodic reports regarding the progress of services performed, at SEJPA’s request. Any changes to the scope of services or timeframes identified in **Attachment A** must be authorized by SEJPA in writing and shall be set forth as an amendment to this Agreement.

1.02 CONSULTANT will determine the method, details, and means of performing the above-described services.

**SECTION 2 TERM OF CONTRACT**

2.01 This Agreement will become effective on the date stated above, and will continue in effect until the earlier of the completion of services provided for in this Agreement, June 15, 2023 or until terminated as provided in this Agreement.

**SECTION 3 COMPENSATION**

3.01 Compensation for all work performed under this Agreement, including labor, equipment, materials and services which CONSULTANT is obligated to perform, including all applicable taxes, for the services described in **Attachment A** shall not exceed Eighty Thousand Dollars (\$80,000.00). This amount shall not be exceeded unless there is a change in scope of work, and agreed to in writing by both parties, and set forth in an amendment to this Agreement. Such amendment shall identify any change in compensation as a result of the change in scope of work. CONSULTANT and SEJPA agree that this fee was arrived at through arm’s length negotiations between the parties. SEJPA shall make payments to CONSULTANT in response to duly submitted invoices in accordance with this Section as a part of the Proposition 1 Round 1 Grant funding.

3.02 Prepayments will not be made, at any time, during the execution of this Agreement. CONSULTANT shall submit monthly invoices to SEJPA for payments. Such invoices shall represent the value of the items delivered or services provided during the billing period. Such invoices shall be prepared in such form and supported by documentation as SEJPA may reasonably require including a brief narrative description of the work performed.

## Attachment 6

3.03 Payment shall be made by SEJPA to CONSULTANT within forty-five (45) days of receipt of an approved invoice. The amount of this payment will be less any amounts previously paid on the account.

3.04 SEJPA shall review each invoice as soon as practicable after receipt for the purpose of determining whether the invoice should be approved as a proper payment request. SEJPA shall return to CONSULTANT any invoice determined not to be a proper payment request as soon as practicable. The returned payment request shall include a written explanation setting forth the reasons why the payment request is not proper, and a proposed revised invoice amount, if any, that SEJPA believes to be the proper amount.

3.05 If CONSULTANT accepts the proposed revised invoice prepared by SEJPA, CONSULTANT shall provide written notification to SEJPA's designated representative that CONSULTANT accepts the proposed revised invoice, and the revised invoice shall be deemed received on the same business day CONSULTANT's written notification is received. SEJPA shall thereafter have 45 days to make payment on the revised invoice.

3.06 All invoices shall be made in writing and must be delivered via email to [apsejpa@sejpa.org](mailto:apsejpa@sejpa.org). All payments shall be delivered U.S. mail to the address below:

Payment mailing address:  
San Elijo Joint Powers Authority  
P.O. Box 1077  
Cardiff by the Sea, CA 92007  
Attention: Accounts Receivable

### SECTION 4 LEGAL RELATIONS

4.01 CONSULTANT and its employee(s) are engaged in an independent CONSULTANT relationship with SEJPA in performing all work, duties and obligations hereunder. SEJPA shall not exercise any control or direction over the methods by which CONSULTANT shall perform its work and functions. SEJPA's sole interest and responsibility is to ensure that the services covered by this Agreement are performed and rendered in a competent, satisfactory and legal manner. The parties agree that no work, act, commission or omission of CONSULTANT or its employee(s) pursuant to this Agreement shall be construed to make CONSULTANT or its employee(s) the agent, employee or servant of SEJPA. CONSULTANT and its employee(s) are not entitled to receive from SEJPA vacation pay, sick leave, retirement benefits, Social Security, workers' compensation, disability benefits, unemployment benefits or any other employee benefit of any kind.

4.02 CONSULTANT shall be solely responsible for paying all federal and state employment and income taxes, for carrying workers' compensation insurance and for otherwise complying with all other employment law requirements with respect to CONSULTANT or its employee(s).

4.03 To the maximum extent allowable by law, CONSULTANT agrees to indemnify, defend and hold SEJPA harmless from any and all liability, damages or losses (including attorneys' fees, costs, penalties and fines) SEJPA suffers as a result of (a) CONSULTANT's

## **Attachment 6**

failure to meet its obligations under Section 4.02, or (b) a third party's designation of CONSULTANT or its employee as an employee of SEJPA, regardless of any actual or alleged negligence by SEJPA.

4.04 CONSULTANT will perform all services under this Agreement in good faith and in the best interests of SEJPA. In performing the services specified in this Agreement, CONSULTANT agrees to comply with all laws, rules, regulations and ordinances, whether federal, state or local, and any and all SEJPA policies, procedures, departmental rules and other directives applicable to the services to be performed and provided by SEJPA's Project Manager to CONSULTANT, including, but not limited to, SEJPA's CONSULTANT Safety Policies and Procedures. Any changes to SEJPA policies and procedures that relate to CONSULTANT will be provided to CONSULTANT in writing. CONSULTANT agrees to review such policies, procedures, rules and directives the contents of which CONSULTANT will be deemed to have knowledge.

4.05 CONSULTANT shall ensure that any report generated under this Agreement complies with California Government Code section 7550.

### SECTION 5 N/A

### SECTION 6 PROJECT TEAM

6.01 SEJPA has a primary interest in maintaining the individual services of the following key project team members:

1. Doug Gibson, Executive Director

6.02 No member of the project team shall be removed from the project team or reassigned by CONSULTANT without prior approval of SEJPA. Such approval shall not be unreasonably withheld or delayed. CONSULTANT shall be required to immediately inform SEJPA should any of the key members become unavailable. The credentials for substitutes for key project members must be submitted to SEJPA for review and approval. An interview may also be required if so desired by SEJPA.

### SECTION 7 CONSULTANT OBLIGATIONS AND REPRESENTATIONS

7.01 CONSULTANT may represent, perform services for, and contract with as many additional clients, persons, or companies as CONSULTANT, in its sole discretion, sees fit.

7.02 CONSULTANT will supply all tools materials, and equipment required to perform the services under this Agreement.

7.03 CONSULTANT represents that its employee(s) has the qualifications and skills necessary to perform the services under this Agreement in a competent, professional manner, without the advice or direction of SEJPA. This means CONSULTANT is able to fulfill the requirements of this Agreement. Failure to perform all the services required under this Agreement constitutes a material breach of the Agreement. CONSULTANT has complete and sole discretion for the manner in which the work under this Agreement will be performed.

## Attachment 6

Acceptance by SEJPA of reports, and incidental professional work or materials furnished hereunder, shall not in any way relieve CONSULTANT of responsibility for the technical adequacy of its work. Neither SEJPA's acceptance of, nor payment for, any of the services shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

7.04 To the maximum extent allowable by law, CONSULTANT agrees to indemnify, defend, and hold SEJPA and its Member Agencies (to include the City of Solana Beach and the City of Encinitas) and each of their respective officials, officers, directors, employees, agents and volunteers (collectively referred to as the "**Indemnified Parties**") free and harmless from all claims, demands, losses, costs, expenses, obligations, liabilities, damages, recoveries, and deficiencies, including interest, penalties, attorneys' fees, and costs (collectively referred to as "**Liabilities**") that such entities or persons may incur that arise out of, pertain to, or relate to the CONSULTANT's performance of obligations under this Agreement, or to CONSULTANT's negligence, recklessness, or willful misconduct, or a breach by CONSULTANT of any representation or agreement contained in this Agreement. CONSULTANT's indemnification, hold harmless and defense obligation shall apply to acts or omissions by CONSULTANT's officers, officials, directors, employees, subCONSULTANTS, agents, representatives, volunteers, successors, assigns or anyone for whom CONSULTANT is legally responsible. CONSULTANT's indemnification, hold harmless, and defense obligation shall apply regardless of any negligence of Indemnified Parties, except to the extent caused by the sole or active negligence or willful misconduct of the Indemnified Parties.

7.04.1 CONSULTANT shall cooperate with and do whatever is necessary to protect Indemnified Parties from any such Liabilities.

7.04.2 CONSULTANT shall defend Indemnified Parties, at CONSULTANT's own cost, expense and risk, from any and all such aforesaid Liabilities asserted in claims, demands, actions, causes of action, arbitration, mediations or other proceedings of any kind that may be brought or instituted against Indemnified Parties. CONSULTANT and Indemnified Parties shall be jointly represented by legal counsel, unless there is a conflict of interest, and CONSULTANT shall pay Indemnified Parties' reasonable attorneys' fees and costs as they are incurred. Indemnified Parties shall be consulted regarding, and approve, the selection of legal counsel. Should separate legal counsel be necessary for Indemnified Parties, as determined by SEJPA, CONSULTANT shall pay for the reasonable attorneys' fees and costs including expert witness fees, as such fees and costs are incurred and within thirty (30) days of receipt of an invoice, for Indemnified Parties' legal counsel in addition to CONSULTANT's own legal fees and costs. In all circumstances, Indemnified Parties reserve the right to retain their own attorneys. CONSULTANT shall not agree without Indemnified Parties' prior written consent to any settlement on behalf of Indemnified Parties. The cost to defend charged to CONSULTANT shall not exceed the CONSULTANT's proportionate percentage of fault, except that in the event that one or more defendants is unable to pay its share of defense costs due to bankruptcy or dissolution of the business, CONSULTANT must meet and confer with the other parties regarding unpaid defense costs.

## **Attachment 6**

7.04.3 If CONSULTANT is obligated to defend Indemnified Parties pursuant to this Article 7, Section 7.04, and fails to do so after reasonable notice from SEJPA, Indemnified Parties may defend themselves and/or settle such claims, suit or assertion, and CONSULTANT shall pay to Indemnified Parties any and all Liabilities incurred in relationship with Indemnified Parties' defense and/or settlement of such proceeding.

7.04.4 CONSULTANT shall pay and satisfy any judgment, award, liability or decree that may be awarded, imposed or rendered against Indemnified Parties as a result of any claims, demands, suits, actions, causes of action, arbitrations, mediations or other proceedings whether legal, administrative or otherwise, including any settlement related thereto.

7.04.5 CONSULTANT's indemnification, hold harmless and defense obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for CONSULTANT, sub CONSULTANT, supplier or other person under workers' compensation acts, disability acts or other employee acts or the insurance required by this Agreement. CONSULTANT's indemnification, hold harmless and defense obligation shall not be restricted to insurance proceeds, if any, received by CONSULTANT or Indemnified Parties. Provision of insurance coverage as required by this Agreement shall not affect CONSULTANT's indemnity obligations.

7.04.6 CONSULTANT's indemnification, hold harmless and defense obligation shall survive the termination or expiration of this Agreement.

### **SECTION 8 SEJPA OBLIGATIONS**

8.01 SEJPA agrees to comply with all reasonable requests of CONSULTANT and provide access to all documents reasonably necessary to the performance of CONSULTANT's duties under this Agreement.

8.02 SEJPA agrees to furnish space on SEJPA premises for use by CONSULTANT while performing the above-described services

### **SECTION 9 INSURANCE**

9.01 CONSULTANT shall procure and maintain in full force and effect for the duration of this Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by CONSULTANT, its agents, representatives, employees or sub CONSULTANTS. Insurance policies shall be on an occurrence basis, and coverage shall be at least as broad and in the minimum amounts as follows:

9.01.1 California Workers' Compensation Insurance, as required by the State of California, with statutory limits.

## Attachment 6

9.01.2 General Liability Insurance [occurrence form CG 0001], covering bodily injury, personal injury and property damage with a combined single limit of no less than One Million Dollars (\$1,000,000) per occurrence, and a minimum annual aggregate of Two Million Dollars (\$2,000,000). If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be two times the required occurrence limit.

9.01.3 Automobile Liability Insurance [form number CA 0001, covering code 1 (any auto)] covering bodily injury and property damage, with a combined single limit of no less than One Million Dollars (\$1,000,000) per claim for bodily injury and property damage.

9.01.4 Employer's Liability Insurance with a combined single limit of no less than One Million Dollars (\$1,000,000) per claim for bodily injury or disease.

### 9.02 The following are required provisions:

9.02.1 CONSULTANT will provide additional insured insurance coverage and policy endorsements for SEJPA, its Member Agencies (to include the City of Solana Beach and the City of Encinitas), and each of their respective officers, officials, directors, employees, volunteers or agents (collectively referred to as the "**Insured Parties**") under the general liability and automobile liability policies. The coverage shall contain no special limitations on the scope of protection afforded to the Insured Parties. General liability coverage can be provided in the form of an endorsement to CONSULTANT's insurance (at least as broad as ISO Form CG 20 10, 11 85, or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).

9.02.2 CONSULTANT's insurance shall be primary insurance as respects Insured Parties, and each of them. Any insurance, self-insurance or other coverage maintained by Insured Parties shall be excess of CONSULTANT's insurance and shall not contribute to it.

9.02.3 Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to Insured Parties.

9.02.4 CONSULTANT'S insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of insurer's liability.

9.02.5 Liability insurance shall include indemnification against loss from liability imposed by law upon, or assumed under contract by, CONSULTANT or its sub CONSULTANTS for damages on account of bodily injury, including death resulting therefrom, suffered or alleged to have been

## **Attachment 6**

suffered by any person or persons, other than employees, resulting from the performance or execution of this Agreement by CONSULTANT or its sub CONSULTANTS.

9.02.6 Liability insurance shall cover accidents arising out of the use and operation of owned, non-owned and hired automobiles, trucks and/or other mobile equipment.

9.02.7 Each insurance policy required by this Agreement shall be endorsed to state that coverage shall not be cancelled or materially modified by the insured or insurer without thirty (30) days prior written notice by certified mail to SEJPA.

9.02.8 All policies shall specifically cover any contractual liability incurred hereunder.

9.03 CONSULTANT hereby agrees to waive rights of subrogation which any insurer of CONSULTANT may acquire from CONSULTANT by virtue of the payment of any loss. CONSULTANT agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of Insured Parties for all work performed by CONSULTANT, its employees, agents and sub CONSULTANTS.

9.04 Insurance will be purchased from insurance companies with a current A.M. Best's rating of no less than A:VII, unless otherwise agreed to in writing by SEJPA.

9.05 Any deductibles or self-insured retention limits must be disclosed to and approved by SEJPA prior to the execution of this Agreement. At the option of SEJPA, either: the insurer shall reduce or eliminate such deductibles as respects the Insured Parties; or CONSULTANT shall provide a financial guarantee satisfactory to SEJPA guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

9.06 CONSULTANT will furnish SEJPA with certificates of insurance prior to the commencement of work under this Agreement, and as may be periodically requested by SEJPA. CONSULTANT shall include all endorsements necessary to comply with this Agreement, including additional insured endorsements, signed by the insurer's representative. Such evidence shall include confirmation that coverage includes or has been modified to include all provisions required by this Agreement. CONSULTANT shall, upon request of SEJPA at any time, deliver to SEJPA complete, certified copies of the policies of insurance, including endorsements, and receipts for payment or premiums thereon, required by this Agreement. Failure to obtain the required documents prior to the work beginning shall not waive CONSULTANT's obligation to provide them.

9.07 If any of the required coverages expire during the term of this Agreement, CONSULTANT shall deliver the renewal certificate(s) including the general liability and auto liability additional insured endorsements to SEJPA at least ten (10) days prior to the expiration date.

## **Attachment 6**

9.08 In the event that CONSULTANT employs sub CONSULTANTs to perform any portion of the services to be performed pursuant to this Agreement, it shall be CONSULTANT's responsibility to require and confirm that each sub CONSULTANT meets the minimum insurance requirements specified in this Agreement.

9.09 Claims Made Policies. If any of the required policies provide coverage on a claims-made basis:

9.09.1 The Retroactive Date must be shown and must be before the date of the Agreement or the beginning of contract work.

9.09.2 Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.

9.09.3 If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the CONSULTANT must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

### **SECTION 10 CONFLICT OF INTEREST**

10.01 Upon the award of this Agreement and periodically thereafter, CONSULTANT may be required to complete and file with SEJPA a Conflict of Interest form, to be provided to CONSULTANT by SEJPA.

### **SECTION 11 ASSIGNMENTS/SUBCONSULTANTS**

11.01 Neither this Agreement nor any duties or obligations under this Agreement may be assigned or subcontracted by CONSULTANT without the prior written consent of SEJPA. SEJPA has entered into this Agreement in order to receive the professional services of CONSULTANT. SEJPA shall have the right to approve any sub CONSULTANT agreements, in addition to the written consent required by this Section. The provisions of this Agreement shall apply to any approved sub CONSULTANT to CONSULTANT.

### **SECTION 12 SAFETY**

12.01 CONSULTANT shall be solely and completely responsible for the safety of all CONSULTANT personnel, including personnel of any sub CONSULTANTs, during performance of the services. CONSULTANT shall fully comply with all laws, rules, regulations and ordinances relating to safety of the public and workers, whether federal, state or local. CONSULTANT shall also comply with all contract provisions and SEJPA's policies, procedures, departmental rules and other directives, as provided by SEJPA's Project Manager to CONSULTANT, relating to the safety of the public and workers, including, but not limited to, SEJPA's CONSULTANT Safety Policies and Procedures and any project specific requirements.



## **Attachment 6**

### **SECTION 13 TERMINATION OF AGREEMENT**

13.01 Termination for Default. If CONSULTANT defaults in the performance of this Agreement or materially breaches any of its provisions, SEJPA may immediately terminate this Agreement by giving written notification to the breaching party. Termination will take effect immediately on receipt of notice by the breaching party or five (5) days after mailing of notice, whichever occurs first. For the purposes of this paragraph, material breach of this Agreement includes, but is not limited to, the following:

13.01.1 CONSULTANT's failure to complete the services specified in Section 2 of this Agreement.

13.01.2 CONSULTANT's material breach of any representation or term contained in this Agreement.

13.02 Termination for Convenience. Either party may terminate this Agreement without cause upon thirty (30) days written notice.

13.03 Compensation Upon Termination. Upon termination by either party under Sections 13.01 or 13.02 above, SEJPA will pay to CONSULTANT any outstanding service fees minus any costs reasonably incurred by SEJPA related to CONSULTANT's services under this Agreement prior to effective date of termination.

### **SECTION 14 PROPRIETARY RIGHTS AND CONFIDENTIALITY**

14.01 Any written, printed, graphic, or electronically or magnetically recorded information furnished by SEJPA for CONSULTANT's use are the sole property of SEJPA. This proprietary information includes, but is not limited to, customer requirements, customer lists, marketing information, and information concerning SEJPA employees, products, services, prices, operations, and subsidiaries.

14.02 All original drawings, diskettes, and other copies of documents and materials developed for the Project, including detailed calculations, shall be furnished to and become the property of SEJPA.

14.03 CONSULTANT and its employee(s) will keep this confidential information in the strictest confidence, and will not disclose it by any means to any person except with SEJPA approval, and only to the extent necessary to perform the services under this Agreement. This prohibition also applies to CONSULTANT's employees, agents, and sub CONSULTANTS. On termination of this Agreement, CONSULTANT will promptly return any confidential information in its possession to SEJPA.

### **SECTION 15 GENERAL PROVISIONS**

15.01 Notices. Any notices required to be given under this Agreement by either party to the other may be affected by email, or by personal delivery in writing or by mail, first class, registered or certified, postage prepaid with return receipt requested. Mailed notices must be addressed to the parties at the addresses below, but each party may change the address by giving

## Attachment 6

written notice in accordance with this paragraph. Emailed notices will be deemed communicated via same-day if sent before 5:00 p.m. Pacific Time. Notices delivered personally will be deemed communicated as of actual receipt; mailed notices will be deemed communicated as of the day of receipt or the fifth (5<sup>th</sup>) day after mailing, whichever occurs first.

To SEJPA: San Elijo Joint Powers Authority  
Attention: Michael Thornton  
2695 Manchester Avenue  
Cardiff-By-The-Sea, CA 92007  
Thornton@sejpa.org

To CONSULTANT: The Nature Collective  
Attention: Doug Gibson  
[Doug@thenaturecollective.org](mailto:Doug@thenaturecollective.org)

15.02 Entire Agreement. This Agreement contains the entire understanding between the parties hereto with respect to the subject matter hereof, and supersedes all prior and contemporaneous agreements and understandings, inducements, or conditions, express or implied, oral or written, except as herein contained. The express terms hereof control and supersede any course of performance and/or usage of the trade inconsistent with any of the terms hereof. This Agreement may not be modified or amended other than by an agreement in writing signed by the parties.

15.03 Severability. If any non-material provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will continue in full force and effect without being impaired or invalidated in any way.

15.04 Attorney's Fees. If any legal action, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing party will be entitled to reasonable attorneys' fees, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which that party may be entitled.

15.05 Patent and Copyright Indemnity. CONSULTANT represents that it knows of no allegations, claims, or threatened claims that the materials, services, hardware or software ("**CONSULTANT Products**") provided to SEJPA under this Agreement infringe any patent, copyright or other proprietary right. CONSULTANT shall defend, indemnify and hold harmless SEJPA from and against all losses, claims, damages, liabilities, costs expenses and amounts (collectively, "**Losses**") arising out of or in connection with an assertion that any CONSULTANT Products or the use thereof, infringe any patent, copyright or other proprietary right of any third party. SEJPA will: (1) notify CONSULTANT promptly of such claim, suit or assertion; (2) permit CONSULTANT to defend, compromise, or settle the claim; and, (3) provide, on a reasonable basis, information to enable CONSULTANT to do so. CONSULTANT shall not agree without SEJPA's prior written consent to any settlement which would require SEJPA to pay money or perform some affirmative act in order to continue using CONSULTANT Products.

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15.05.1 If CONSULTANT is obligated to defend SEJPA pursuant to this Section 15.05 and fails to do so after reasonable notice from SEJPA, SEJPA may defend itself and/or settle such proceeding, and CONSULTANT shall pay to SEJPA any and all losses, damages and expenses (including attorney's fees and costs) incurred in relationship with SEJPA's defense and/or settlement of such proceeding.

15.05.2 In the case of any such claim of infringement, CONSULTANT shall either, at its option, (1) procure for SEJPA the right to continue using CONSULTANT Products; or (2) replace or modify CONSULTANT Products so that they become non-infringing, but equivalent in functionality and performance.

15.05.3 Notwithstanding this Section 15.05, SEJPA retains the right and ability to defend itself, at its own expense, against any claims that CONSULTANT Products infringe any patent, copyright, or other intellectual property right.

15.05.4 All provisions of Section 7.04, including the subsections thereunder, shall apply to CONSULTANT's obligation pursuant to this Section 15.05.

15.06 Audits. If this Agreement involves an expenditure of public funds in excess of Ten Thousand Dollars (\$10,000), the Agreement is subject to examination and audit of the State Auditor, at the request of SEJPA or as part of any audit of SEJPA, for a period of three (3) years after final payment under the Agreement. CONSULTANT shall cooperate with SEJPA, including any authorized representative of SEJPA, regarding such audit at no charge to SEJPA.

15.07 Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original, but all of which together shall constitute one and the same agreement, and the signature of any party to any counterpart shall be deemed a signature to, and may be appended to, any other counterpart. A faxed, .pdf, or other electronic copy of the fully executed original version of this Agreement shall have the same legal effect as an executed original for all purposes. Electronic signatures shall be acceptable and shall have the same legal effect as an original signature.

15.08 Provisions Required by Law. Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein, and the Agreement shall be read and enforced as though they were included herein. If through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the request of either party, the Agreement shall forthwith be physically amended to make such insertion.

15.09 Governing Law. This Agreement and all questions relating to its validity, interpretation, performance, and enforcement (including, without limitation, provisions concerning limitations of actions), shall be governed by and construed in accordance with the laws of the State of California, notwithstanding any conflict-of-laws doctrines of such state or

## Attachment 6

other jurisdiction to the contrary and without the aid of any canon, custom, or rule of law requiring construction against the draftsman.

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

15.11 Signature Authority. SEJPA and CONSULTANT do covenant that the individual executing this Agreement on their behalf is a person duly authorized and empowered to execute this Agreement for such party.

**BY SIGNING BELOW THE PARTIES VOLUNTARILY ENTER INTO THIS AGREEMENT AND ACKNOWLEDGE THAT THEY HAVE READ AND UNDERSTAND THE TERMS SET FORTH HEREIN AND AGREE TO BE BOUND THEREBY**

**SAN ELIJO JOINT POWERS AUTHORITY: CONSULTANT:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

## **Attachment 6**

### **Attachment A – Scope of Work**

For a term of two years, The Nature Collective will provide educational field trips to the San Elijo Lagoon for approximately 2,000 students and educators annually (approximately 80 class/year) to educate on stormwater capture and reuse for community benefit, along with protection of stormwater quality and pollution impacts on the environment. The Nature Collective will also introduce a pilot for high school students to visit SEWRF along with the lagoon field trip to discuss the similarities and difference between natural and engineered treatment systems. The Nature Collective will teach the value of clean stormwater for the local drinking water supply and to protect the health of the watershed through signage at the Nature Center. Through this effort, the community will better understand sources of pollutants, pollutants impacts to the environment and to reclaiming stormwater, and actions that the students and their families can take to prevent stormwater pollution.