

AGENDA
SAN ELIJO JOINT POWERS AUTHORITY
TUESDAY, SEPTEMBER 15, 2020 AT 8:30 AM

The next regular meeting of the San Elijo Joint Powers Authority (SEJPA) will be on Tuesday, September 15, 2020 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: 952-4869-2389

Public Comments (including oral communication and agenda item related topics must be submitted via email to hackneyv@sejpa.org not later than 7:30 a.m. the day of the meeting, September 15, 2020. 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.

-
1. CALL TO ORDER
 2. ROLL CALL
 3. PLEDGE OF ALLEGIANCE
 4. ORAL COMMUNICATIONS (NON-ACTION ITEM)
 5. AWARDS AND RECOGNITION
 6. * **CONSENT CALENDAR**
 7. * [APPROVAL OF MINUTES FOR JULY 13, 2020 MEETING](#)
 8. * [APPROVAL FOR PAYMENT OF WARRANTS AND MONTHLY INVESTMENT REPORTS](#)
 - 9a. * [SAN ELIJO WATER CAMPUS TREATED FLOWS – MONTHLY REPORT - JUNE](#)
 - 9b. * [SAN ELIJO WATER CAMPUS TREATED FLOWS – MONTHLY REPORT - JULY](#)
 - 10a.* [SAN ELIJO WATER RECYCLING PROGRAM – MONTHLY REPORT - JUNE](#)
 - 10b.* [SAN ELIJO WATER RECYCLING PROGRAM – MONTHLY REPORT - JULY](#)
 11. * [CONSTRUCTION COMPLETION – BOILER REPLACEMENT PROJECT](#)
 12. * [CONSTRUCTION COMPLETION – SCADA UPGRADE PROJECT](#)

13. * 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

14. [WATER CAMPUS IMPROVEMENT PROJECT – STAGE 2 LEASE-PURCHASE AGREEMENT AMENDMENT](#)

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

Staff Reference: General Manager

15. [PROPOSED SOLAR PHOTOVOLTAIC SYSTEM LOCATED AT THE SAN ELIJO WATER CAMPUS](#)

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

Staff Reference: General Manager

16. [RECOMMENDED UPDATE TO THE SAN ELIJO JOINT POWERS AUTHORITY RESTATEMENT OF AGREEMENT BETWEEN CARDIFF SANITATION DISTRICT AND SOLANA BEACH SANITATION DISTRICT ESTABLISHING THE SAN ELIJO JOINT POWERS AUTHORITY](#)

1. Review the Recommended Restatement of the Joint Powers Authority Agreement; and
2. Discuss and take action as appropriate.

Staff Reference: General Manager

17. GENERAL MANAGER'S REPORT

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

18. GENERAL COUNSEL'S REPORT

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

19. BOARD MEMBER COMMENTS

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

20. ADJOURNMENT

The next regularly scheduled San Elijo Joint Powers Authority Board Meeting will be Tuesday, October 20, 2020 at 8:30 a.m.

NOTICE:

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

The agenda package and materials related to an agenda item submitted after the packet's distribution to the Board is available for public review in the lobby of the SEJPA Administrative Office during normal business hours. Agendas and minutes are available at www.sejpa.org. The SEJPA Board meetings are held on the third Tuesday of each month, with no scheduled meetings in 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: September 10, 2020



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

SAN ELIJO JOINT POWERS AUTHORITY
MINUTES OF THE BOARD MEETING
HELD ON JULY 13, 2020
VIA VIDEO CONFERENCE

Jody Hubbard, Chair

Kristi Becker, Vice Chair

A meeting of the Board of Directors of San Elijo Joint Powers Authority (SEJPA) was held Monday, July 13, 2020, at 8:30 a.m., via a public web conference.

1. CALL TO ORDER

Chair Hubbard called the meeting to order at 8:32 a.m.

2. ROLL CALL

Directors Present:

Jody Hubbard
Kristi Becker
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	Tracie Stender
--------------------------------------	----------------

City of Encinitas:

Assistant City Manager	Mark Delin
Director of Public Works	Carl Quiram
Assistant Director/Assistant General Manager	Isam Hireish

City of Solana Beach:

Assistant City Manager	Dan King
------------------------	----------

3. PLEDGE OF ALLEGIANCE

General Manager Thornton led the Pledge of Allegiance.

4. ORAL COMMUNICATIONS

None

5. AWARDS AND RECOGNITION

None

6. CONSENT CALENDAR

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

Agenda Item No. 7	Approval of Minutes for the June 8, 2020 Meeting
Agenda Item No. 8	Approval for Payment of Warrants and Monthly Investment Report
Agenda Item No. 9	San Elijo Water Campus Treated Effluent Flows – Monthly Report
Agenda Item No. 10	San Elijo Water Recycling Program – Monthly Report

Motion carried with the following vote of approval:

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

11. ITEMS REMOVED FROM CONSENT CALENDAR

None

12. PROFESSIONAL SERVICE AGREEMENT FOR RECYCLED WATER SYSTEM DISTRIBUTION AND STORAGE ANALYSIS

Director of Operations, Christopher Trees stated San Elijo Joint Powers Authority owns and operates a recycled water utility that provides recycled water to multiple water purveyors in north San Diego County. SEJPA has been working with local cities and agencies to expand the recycling program.

SEJPA has identified potential improvements to deliver recycled water from the San Elijo Water Campus to its northern distribution system which includes recycled water storage at Wiegand tank and Oak Crest tank. Also within this service area is the Wanket tank, which is a potable water reservoir that has been offline for more than a decade. Refurbishing the Wanket tank and connecting it the SEJPA recycled water distribution system could significantly increase the storage capacity and allow the SEJPA more operational flexibility during wet weather events.

To evaluate the different storage options, SEJPA requested professional engineering proposals, three proposals were received from reputable engineering companies. After review of the technical proposals it was determined that Infrastructure Engineering Corporation showed the greatest depth of knowledge of the system and issues being investigated and their proposal provided the best value to the agency.

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

1. Authorize the General Manager to enter into a professional services agreement with Infrastructure Engineering Corporation in the amount of \$52,365; and
2. Discuss and take action as appropriate.

Motion carried with the following vote of approval:

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

13. CAPITAL IMPROVEMENT PROGRAM UPDATE

Senior Project Manager, Michael Konicke stated that in 2017, the San Elijo Joint Powers Authority commenced a phased capital improvement program. The capital improvement projects were identified in the 2015 Facility Plan, then bundled into four phases to prioritize capital spending, streamline project delivery, minimize community impacts, and reduce cost through economies of scale.

Phase I has been completed with a construction cost of \$14.7 million.

Phase II of the Capital Program has a construction budget of \$23.3 million and consists of multiple projects, including the Electrical System Improvements (completed in 2018), Encinitas Ranch Recycled Water Expansion (completed in 2019), Supervisory Control and Data Acquisition Upgrades, and Water Campus Improvement Project. The Supervisory Control and Data Acquisition Upgrades project is substantially complete. The Water Campus Improvement project is divided into two components to manage risk associated with the COVID-19 pandemic. The first component broke ground in June 2020 and consists of project elements that required construction during the dry weather season. The second component is expected to begin in September 2020.

Phase III, the Solids Treatment Improvements, is in the pre-design phase. From pre-design, a recommend project or projects will move forward into full design and construction documents. This work is expected to commence in the last quarter of 2020, based on staffing resources.

Phase IV consists of Resource Recovery and Reuse projects, including stormwater capture and reuse, solar power generation, potable reuse, and other sustainability-focused projects. Currently, staff is pursuing the integration of solar and stormwater capture/reuse into the Water Campus Improvement Project. Staff will present information on these efforts at future Board meetings. In addition, staff is pursuing grant funding and multi-agency collaboration to help fund and advance these projects.

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

14. DISCUSS CHANGING BOARD MEETING SCHEDULE FOR 2020

General Manager Thornton stated that the SEJPA Board meeting schedule has been generally set as 8:30 a.m. on the second Monday of each month. For calendar year 2020, COVID-19 and other circumstances have disrupted this meeting schedule, providing an opportunity to evaluate the schedule. Moving the regular meeting date to the third Tuesday of the month would achieve the greatest efficiencies and minimize the need for staff to work on weekends.

Moved by Chair Hubbard and seconded by Vice Chair Becker to:

1. Adopt the recommended remaining 2020 Regularly Scheduled Board Meeting dates.

Motion carried with the following vote of approval:

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

15. GENERAL MANAGER'S REPORT

General Manager Thornton discussed the SEJPA Formation Agreement, last updated in 2008. There is need to update the agreement to reflect current operating conditions, recognize new legislation, and review the agreement to improve purchasing and budgeting process. It is anticipated that the recommended updates will be presented to the Board at the next Board Meeting, September 2020.

General Manager Thornton stated that SEJPA is in discussion with San Diego State University Engineering Department to collaborate on a project to monitor for early outbreak detection by evaluating the persistence of the COVID-19 virus in wastewater.

18. GENERAL COUNSEL'S REPORT

None

19. BOARD MEMBER COMMENTS

None

23. ADJOURNMENT

The meeting adjourned at 9:28 a.m. The next Board of Directors meeting is schedule to be held on Tuesday, September 15, 2020 at 8:30 a.m.

Respectfully submitted,



Michael T. Thornton, P.E.
General Manager

SAN ELIJO JOINT POWERS AUTHORITY
PAYMENT OF WARRANTS
20-9

For the Month of July and August 2020

Warrant #	Vendor Name	G/L Account	Warrant Description	Amount
38624	Void			\$ -
38625	North County Transit District	Licenses	Annual fee	1,060.70
38626	Advanced Air & Vacuum	Services - Maintenance	Compressor	1,633.84
38627	Alliant Insurance Services	Insurance - Property	Annual premium - 07/01/20 - 07/01/21	2,394.00
38628	Alliant Insurance Services	Insurance - Liability	Annual premium - 07/01/20 - 07/01/21	683.00
38629	Allied Storage Containers	Equipment Rental/Lease	Storage containers	274.76
38630	Aquatic Bioassay	Services - Laboratory	Chronic Toxicity Testing	2,450.00
38631	AT&T	Utilities - Telephone	Phone service - 05/13/20 - 06/12/20	392.67
38632	AT&T	Utilities - Telephone	Alarm service - Jun	399.60
38633	Badger Meter, Inc.	Repair Parts Expense	Cell battery kit and meter	1,519.11
38634	James Barnett	Repair Parts Expense and Accounts Receivable Control	Employee reimbursement - Health and wellness, repair parts	795.56
38635	Boot World, Inc.	Uniforms - Boots	Employee reimbursement - Safety boots (4)	726.06
38636	Brenntag Pacific, Inc	Supplies - Chem - Odor	Sodium hydroxide	2,087.22
38637	California Water Technologies	Supplies - Chem - Ferric Chlo	Ferric chloride	6,238.80
38638	Carollo Engineers	Services - Engineering	ARC flash and protection study	14,832.20
38639	Carrie Cook	Supplies - Office	Guide for onboarding	35.00
38640	Corodata	Rent	Record storage - May	99.06
38641	CS-Amsco	Repair Parts Expense	Lever	494.97
38642	CA Sanitation Risk Mgmt Auth.	Workers Comp. Insurance	WC payroll audit	71.00
38643	Dale Kreinbring	Accounts Receivable Control	Employee reimbursement - Health and wellness	60.00
38644	DMV	Services - Other	Safety records - 05/01/20 - 05/31/20	1.00
38645	EATON Corporation	Services - Maintenance	Troubleshoot ATS unit	3,465.00
38646	EDCO Waste & Recycling Service	Utilities - Trash	May	257.48
38647	ERA	Supplies - Lab	Various supplies	2,556.47
38648	Eurofins Calscience, Inc.	Services - Laboratory	Testing water samples	700.50
38649	Evantec Scientific	Supplies - Lab	Various supplies	1,264.00
38650	Forte of San Diego	Services - Janitorial	Jul service, additional deep cleaning	3,610.00
38651	Fuscoe Engineering	Services - Professional	WCI Project	800.00
38652	Grainger, Inc.	Supplies - Shop & Field	Pipe cement and primer	82.76
38653	Unifirst First Aid Corp	Supplies - Safety	First aid supplies and gloves	631.93
38654	GLS US	Postage/Shipping	Shipping fee for water samples	24.63
38655	GC Pivotal LLC	Utilities - Internet	T-1 service - Aug	355.24
38656	Hardy Diagnostics	Supplies - Lab	Various supplies	2,218.67
38657	Harrington Industrial Plastics	Repair Parts Expense	Valves	3,989.99
38658	HASA Inc.	Supplies - Chemicals	Muriatic acid	839.57
38659	Michael Henke	Dues & Memberships and Accounts Receivable	Employee reimbursement - Health and wellness, grade 2 & 4 certifications	258.00
38660	Hoch Consulting, APC	Services - Professional	Grant administration - 11/01/19 - 04/30/20	10,187.50
38661	Idexx Distribution, Inc.	Supplies - Lab	Quanti-trays	868.44
38662	Industrial Metal Supply	Repair Parts Expense	Shear steel plate	614.19
38663	Jason Simmons	Accounts Receivable Control	Employee reimbursement - Health and wellness	60.00
38664	Jody Hubbard	Board Expense	Board meeting prep	800.00
38665	Kennedy/Jenks Consultants	Services - Engineering	Preconstruction support	2,992.50
38666	Kimley-Horn & Associates, Inc.	Services - Professional	Caltrans trail and entrance	42,799.72
38667	Lee Michael Konicke	Accounts Receivable Control	Employee reimbursement - Health and wellness	60.00
38668	Casey Larsen	Accounts Receivable Control	Employee reimbursement - Health and wellness	60.00
38669	Liquid Environmental Solution	Services - Grease & Scum	Grease and scum pumping	832.32
38670	McMaster-Carr Supply Co.	Repair Parts Expense	Various shop tools and repair parts	2,179.28
38671	MetLife - Group Benefits	Dental/Vision	Dental - Jul	1,021.95
38672	Olin Corp - Chlor Alkali	Supplies - Chem - Sodium Hypo	Sodium hypochlorite	10,639.20
38673	Olivenhain Municipal Water Dis	Rent & Maintenance	Pipeline rental payment - May & Jun, Wiegand Reservoir Zona Gale - 4th Qtr FY 2019-20	30,098.66
38674	Pacific Green Landscape	Services - Landscape	Jun	2,625.00
38675	Pacific Pipeline Supply	Repair Parts Expense	Valve, handle, and adapter	855.54
38676	PCL Construction Services PCL	Services - Contractors	GMP-1 Lease Purchase Agreement Installment - 1 & 2 of 5	1,894,682.00
38677	Polydyne Inc.	Supplies - Chem - Polymer	Clarifloc WE-007	2,949.86
38678	Preferred Benefit Insurance	Dental/Vision	Vision - Jun	299.30
38679	ProBuild Company, LLC	Supplies - Shop & Field & Safety	Repair parts and supplies	968.05
38680	Procopio Cory Hargreaves	Services - Legal	General - May	9,832.50
38681	Roesling Nakamura Terada Archi	Services - Professional	Building improvement	55,210.50
38682	Rohan & Sons, Inc	Repair Parts Expense	Air conditioning expansion valve and installation	4,542.00
38683	Rusty Wallis, Inc.	Repair Parts Expense	Water softener, tank service, and salt bags	169.60
38684	Santa Fe Irrigation District	Utilities - Water	Apr and May	1,493.58
38685	Santa Fe Irrigation District	SFID Distribution Pipeline	Pipeline purchase payment - May	1,020.66
38686	San Dieguito Water District	Utilities - Water	Recycled water	4,333.42
38687	San Dieguito Water District	Utilities - Water	Recycled water	1,379.73
38688	Sloan Electric Company	Repair Parts Expense	Explosion proof motor	481.20
38689	Southwest Valve & Equip.	Repair Parts Expense	Cast iron pedestal	1,267.14
38690	Stellar Scientific, LLC	Capital Outlay	Gravity convection laboratory oven	2,463.70
38691	Terminix Processing Center	Services - Maintenance	Apr and May	377.00
38692	Thatcher Company of California	Supplies - Chemicals	Citric acid	2,039.92
38693	Michael Thornton	Accounts Receivable Control	Employee reimbursement - Health and wellness	60.00
38694	Technology Integration Group	Services - Maintenance	Copier	64.03
38695	Tyler Cook	Accounts Receivable Control	Employee reimbursement - Health and wellness	60.00
38696	Unifirst Corporation	Uniform Services & Safety Supplies	Uniform service and gloves	999.30
38697	UPS	Postage/Shipping	Shipping lab samples	217.04
38698	Underground Service Alert/SC	Services - Alarm	Safe excavation board and June dig alert	262.89
38699	USA Bluebook	Supplies - Lab	Various supplies	1,222.92
38700	Vallecitos Water District	Employee Assistance Program	Employee assistance program	677.88
38701	Vanessa Hackney	Accounts Receivable Control	Employee reimbursement - Health and wellness	60.00
38702	Vantagepoint Transfer Agents	EE Deduction Benefits	ICMA - 457	12,497.64
38703	Vantagepoint Transfer Agents	ICMA Retirement	ICMA - 401a	3,745.78
38704	Vantagepoint Transfer Agents	ICMA Retirement	ICMA - 401a	3,712.57
38705	VELLAB	Lab Equipment & Supplies	Oven and digital water bath for lab	3,011.80
38706	Verizon Wireless	Utilities - Telephone	05/11/20 - 06/11/20	391.83
38707	Verizon Wireless	Utilities - Telephone	Cell phone - 05/08/20 - 06/07/20	1,026.36
38708	Void			-
38709	Volt Management Corp	Services - Temp	Internship program - 03/29/20 to 06/28/20	22,559.46
38710	Void			-
38711	VWR International, Inc.	Supplies - Lab	Lab supplies	3,283.11
38712	Encinitas Ford	Vehicles	Ford F-150 super cab	32,398.74

SAN ELIJO JOINT POWERS AUTHORITY
PAYMENT OF WARRANTS
20-9

For the Month of July and August 2020

Warrant #	Vendor Name	G/L Account	Warrant Description	Amount
38713	WageWorks	Payroll Processing Fees	Admin and compliance fee	128.75
38714	WCT Prodstuts	Shop Tools and Equip.	New line locator	6,005.99
38715	WM Corporate Services, Inc.	Services - Grit & Screenings	10 yard roll-off	2,960.72
38716	Women Leading Government	Dues & Memberships	Membership - A. Chang	50.00
38717	PCL Construction Services PCL	Services - Contractors	GMP-1 Lease Purchase Agreement Installment - 3 of 5	947,341.00
38718	Alliant Insurance Services	Insurance - Property & Liability	Annual premium	911.46
38719	AMPCO Safey Tools	Shop Tools and Equip.	Various wrenches, hammers, and sockets	4,505.15
38720	AT&T	Utilities - Telephone	Phone service - 06/13/20 - 07/12/20	422.56
38721	AT&T	Utilities - Telephone	Alarm service - Jul	399.60
38722	Bergelectric	Services - Maintenance	Headworks wash press disconnects	2,885.00
38723	Boot World, Inc.	Uniforms - Boots	Employee reimbursement - Safety boots (3)	574.51
38724	Brenntag Pacific, Inc	Supplies - Chemicals	Sodium tripolyphosphate	1,995.27
38725	Corodata	Rent	Record storage - Jun	95.77
38726	CA Sanitation Risk Mgmt Auth.	Insurance - Property	Property insurance premium - 07/01/20 - 07/01/21	42,808.00
38727	CA Sanitation Risk Mgmt Auth.	Workers Comp. Insurance	WC pooled deposit - 07/01/20 - 07/01/21	42,252.00
38728	Denali Water Solutions LLC	Services - Biosolids Hauling	May & Jun	31,049.27
38729	DMV	Services - Other	Safety records - 06/01/20 - 06/30/20	4.00
38730	EDCO Waste & Recycling Service	Utilities - Trash	Jun	257.48
38731	Fisher Scientific	Supplies - Chemicals	Sodium dodecylbenzenesulf	215.16
38732	GHE Repair Service, Inc.	Services - Maintenance	Annual service, door gasket and pressure gauge	906.45
38733	Grainger, Inc.	Supplies - Shop & Field	Pipe cement, primer, and oscilloscope	1,824.36
38734	Hartzell Air Movement	Repair Parts Expense	Bearings and sealmaster	715.59
38735	Helix Environmental Planning	Services - Professional	Caltrans multi-use path	23,277.72
38736	Kennedy/Jenks Consultants	Services - Engineering	Admin support service and preconstruction	1,555.00
38737	Kimley-Horn & Associates, Inc.	Services - Professional	Stormwater capture and reuse	23,500.00
38738	McMaster-Carr Supply Co.	Repair Parts Expense & Supplies	Various repair parts and supplies	690.85
38739	MetLife - Group Benefits	Dental/Vision	Dental - Aug	1,077.69
38740	Preferred Benefit Insurance	Dental/Vision	Vision - Jul	299.30
38741	Procopio Cory Hargreaves	Services - Legal	General - Jun	12,937.50
38742	Roesling Nakamura Terada Archi	Services - Professional	Building improvements	17,199.94
38743	Rusty Wallis, Inc.	Repair Parts Expense	Water softener, tank services, and salt bags	201.97
38744	Santa Fe Irrigation District	Utilities - Water	05/02/20 - 07/01/20	562.00
38745	Santa Fe Irrigation District	SFID Distribution Pipeline	Pipeline purchase payment - Jun	1,192.15
38746	SCST, LLC	Services - Engineering	WCI Project	256.00
38747	San Dieguito Water District	Utilities - Water	Recycled water	1,036.07
38748	Smart & Final	Supplies - Office	Kitchen and office supplies	446.82
38749	SpeedTech Lights Inc	Vehicle Maintenance	Emergency lights	728.97
38750	State Lands Commission	Fees - Permits	New lease application - PRC#7882.9	2,525.00
38751	State Water Resources Control	SRF Loan	Loan payment	834,675.23
38752	Terminix Processing Center	Services - Maintenance	Jun	441.00
38753	Thatcher Company of California	Supplies - Chemicals	Aluminum sulfate	5,866.75
38754	UPS	Postage/Shipping	Shipping parts	210.70
38755	Vantagepoint Transfer Agents	EE Deduction Benefits	ICMA - 457	12,467.59
38756	Vantagepoint Transfer Agents	ICMA Retirement	ICMA - 401a	3,787.34
38757	Vantagepoint Transfer Agents	ICMA Retirement	ICMA - 401a	3,788.52
38758	Veolia ES Technical Solutions	Fees - Disposal	Lab disposal	60.23
38759	Verizon Wireless	Utilities - Telephone	06/11/20 - 07/10/20	400.16
38760	Verizon Wireless	Utilities - Telephone	Cell phone and equipment - 06/08/20 - 07/07/20	5,214.95
38761	Volt Management Corp	Services - Temp	Internship program - 06/05/20 and 06/12/20	484.38
38762	WageWorks	Payroll Processing Fees	Admin and compliance fee	128.75
38763	Water Systems Consulting, Inc.	Services - Professional	Strategic communications	13,378.75
38764	WM Corporate Services, Inc.	Services - Grit & Screenings	10 yard roll-off	1,066.06
38765	Allied Storage Containers	Equipment Rental/Lease	Storage container - 07/01/20 - 07/31/20	274.76
38766	American Radio	Shop Tools and Equip.	Portable radios	930.05
38767	Bay City Electric Works	Services - Maintenance	Preventative maintenance - Generators	9,171.00
38768	BlackBurn MFG Co.	Supplies - Shop & Field	Purple solvent	456.53
38769	Boot World, Inc.	Uniforms - Boots	Employee reimbursement - Safety boots (1)	181.67
38770	Brax Process and Pump Equip.	Repair Parts Expense	Union and connection kit	490.26
38771	Burns & McDonnell Engineering	Services - Engineering	Stormwater round 2 grant application	7,000.00
38772	California Water Technologies	Supplies - Chem - Ferric Chlo	Ferric chloride	6,131.29
38773	Void			-
38774	City of Encinitas	IT support and licenses	IT support and licenses - Jul and Aug	16,259.96
38775	Forte of San Diego	Services and Supplies - Janitorial	Services and supplies - Aug	1,582.44
38776	GC Pivotal LLC	Utilities - Internet	T-1 service - Sep	355.24
38777	Hardy Diagnostics	Supplies - Lab	Lab supplies	1,668.78
38778	Idexx Distribution, Inc.	Supplies - Lab	Lab supplies	4,105.62
38779	Lee's Lock & Safe	Repair Parts Expense	Master padlocks	238.88
38780	Liquid Environmental Solution	Services - Grit & Screenings	Roll-off box - Inside building	1,250.00
38781	McMaster-Carr Supply Co.	Repair Parts Expense	Industrial hardware and repair parts	2,473.26
38782	The Nyhart Company	Service - Accounting	GASB 75 - OPEB actuarial	1,800.00
38783	Olin Corp - Chlor Alkali	Supplies - Chem - Sodium Hypo	Sodium hypochlorite	3,776.92
38784	Olivenhain Municipal Water Dis	Rent	Pipeline rental payment - Jul	15,390.00
38785	OneSource Distributors, Inc.	Repair Parts Expense	Overload relay	591.78
38786	Pacific Pipeline Supply	Repair Parts Expense	Lube and PVC pipe	895.62
38787	PCL Construction Services PCL	Services - Contractors	GMP-1 Lease Purchase Agreement Installment - 4 of 5	947,341.00
38788	Polydyne Inc.	Supplies - Chem - Polymer	Clarifloc WE-007	11,799.44
38789	ProBuild Company, LLC	COVID19-Supplies-Equipment	Repair parts, shop and field supplies	1,562.73
38790	Michael Thornton	COVID19-Supplies-Equipment	Employee reimbursement - Water Reuse Conference, computer monitor and supplies	18.94
38791	Technology Integration Group	Services - Maintenance	Copier	74.77
38792	Unifirst Corporation	Services - Uniforms	Uniform service, jackets, hats, beanies	522.52
38793	Underground Service Alert/SC	Services - Alarm	Safe excavation board and dig alert - Jul	231.54
38794	USA Bluebook	Supplies - Lab	Turbidity, pipet tips, and COD	716.51
38795	USP Technologies	Supplies - Chem - Odor	Calcium nitrate	12,867.57
38796	Vantagepoint Transfer Agents	EE Deduction Benefits	ICMA - 457	6,330.65
38797	Vantagepoint Transfer Agents	ICMA Retirement	ICMA - 401a	3,782.56
38798	Vaughn Irrigation Services, In	Services - Maintenance	Float valve controls	837.95
38799	Void			-
38800	Volt Management Corp	Services - Temp	Internship program - 05/31/20 to 08/18/2020	12,012.80
38801	VWR International, Inc.	Supplies - Lab	Lab supplies	1,080.46

SAN ELIJO JOINT POWERS AUTHORITY
PAYMENT OF WARRANTS
20-9

For the Month of July and August 2020

Warrant #	Vendor Name	G/L Account	Warrant Description	Amount
38802	WageWorks	Payroll Processing Fees	Admin and compliance fee	128.75
38803	Water Environment Federation	Dues & Memberships	Membership - C. Trees	332.00
38804	Western Hose & Gasket	Repair Parts Expense	Lineman hose	807.82
On-line 415	Fuelman	Fuel	May & Jun	4,395.90
On-line 416	Home Depot Credit Services	Safety Supplies and Repair Parts	Bathroom water heater, tools, supplies, parts	1,733.22
On-line 417	P.E.R.S.	Medical Insurance - Pers	Health - Jul	21,337.20
On-line 418	Public Employees- Retirement	Retirement Plan - PERS	Retirement - 06/13/20 - 06/26/20	14,429.10
On-line 419	Public Employees- Retirement	Retirement Plan - PERS	Retirement - 05/30/20 - 06/12/20	14,382.31
On-line 420	ReadyRefresh	Supplies - Lab	Kitchen and lab supplies	447.34
On-line 421	San Diego Gas & Electric	Utilities - Gas & Electric	Gas and electric -05/05/20 - 06/04/20	62,935.27
On-line 422	Sun Life Financial	Life Insurance/Disability	Life and disability insurance - Jun & Jul	3,408.00
On-line 423	Aflac	EE Deduction Benefits	Aflac - Jul	626.76
On-line 424	BankCard Center	Vehicle Maintenance and COVID-19 Supplies	Parts, supplies, and tools	22,586.25
On-line 425	Home Depot Credit Services	COVID19-Supplies-Equipment	Tools, parts, and supplies	460.76
On-line 426	P.E.R.S.	Medical Insurance - Pers	Health - Aug	21,523.84
On-line 427	Public Employees- Retirement	Retirement Plan - PERS	Retirement - 07/11/20 - 07/24/20	15,262.80
On-line 428	Public Employees- Retirement	Retirement Plan - PERS	Retirement - 06/27/20 - 07/01/20	15,145.53
On-line 429	ReadyRefresh	Supplies - Lab	Kitchen and lab supplies	467.32
On-line 430	San Diego Gas & Electric	Utilities - Gas & Electric	Gas and electric - 06/04/20 - 07/07/20	67,053.42
On-line 431	Sun Life Financial	Life Insurance/Disability	Life and disability insurance - Aug	1,723.06
On-line 432	Aflac	EE Deduction Benefits	Aflac - Aug	417.84
On-line 433	Calpers	Retirement Plan - PERS	Annual unfunded liability - Plan identifier 1932	227,266.00
On-line 434	Calpers	Retirement Plan - PERS	Annual unfunded liability - Plan identifier 23261	1,060.00
On-line 435	Calpers	Retirement Plan - PERS	Annual unfunded liability - Plan identifier 26431	1,309.00
On-line 436	Calpers	Retirement Plan - PERS	1959 survivor - Rate plan identifier #1932	348.00
On-line 437	Calpers	Retirement Plan - PERS	1959 survivor - Rate plan identifier - 23261	49.30
On-line 438	Calpers	Retirement Plan - PERS	1959 survivor - Rate plan identifier -#26431	333.50
On-line 439	Fuelman	Fuel	Jul	714.59
On-line 440	Public Employees- Retirement	Retirement Plan - PERS	Retirement - 07/25/20 - 08/07/20	15,245.19
On-line 441	San Diego Gas & Electric	Utilities - Gas & Electric	Gas and electric - 07/07/20 - 08/05/20	69,827.15
	San Elijo Payroll Account	Payroll	Payroll - 07/03/2019	75,004.34
	San Elijo Payroll Account	Payroll	Payroll - 07/17/2019	93,057.38
	San Elijo Payroll Account	Payroll	Payroll - 07/31/2019	76,372.43
	San Elijo Payroll Account	Payroll	Payroll - 08/14/2020	76,100.29
	San Elijo Payroll Account	Payroll	Payroll - 08/28/2020	77,783.50
				<u>\$ 6,349,802.74</u>

SAN ELIJO JOINT POWERS AUTHORITY

PAYMENT OF WARRANTS SUMMARY

**For the Month of July and August 2020
As of August 31, 2020**

PAYMENT OF WARRANTS	\$ 6,349,802.74
Reference Number	20-9

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 August 31, 2020

FUNDS ON DEPOSIT WITH	AMOUNT
LOCAL AGENCY INVESTMENT FUND	
<i>(JULY 2020 YIELD 0.92%)</i>	
RESTRICTED SRF RESERVE	\$ 630,000.00
UNRESTRICTED DEPOSITS	4,183,580.96
CALIFORNIA BANK AND TRUST	
<i>(AUGUST 2020 YIELD 0.01%)</i>	
REGULAR CHECKING	2,079,185.83
PAYROLL CHECKING	5,000.00
UNION BANK - TRUSTEE (BOND FUNDS)	
BLACKROCK	329,177.94
<i>(AUGUST 2020 YIELD 0.05%)</i>	
LAIF	15,018,099.38
<i>(JULY 2020 YIELD 0.92%)</i>	
PARS - TRUSTEE (POST-EMPLOYMENT BENEFITS TRUST)	54,223.16
<i>(JULY 2020 YIELD 3.26%)</i>	
TOTAL RESOURCES	\$ 22,299,267.27

SAN ELIJO JOINT POWERS AUTHORITY
MEMORANDUM

September 15, 2020

TO: Board of Directors
San Elijo Joint Powers Authority

FROM: General Manager

SUBJECT: SAN ELIJO WATER CAMPUS TREATED EFFLUENT FLOWS –
MONTHLY REPORT

RECOMMENDATION

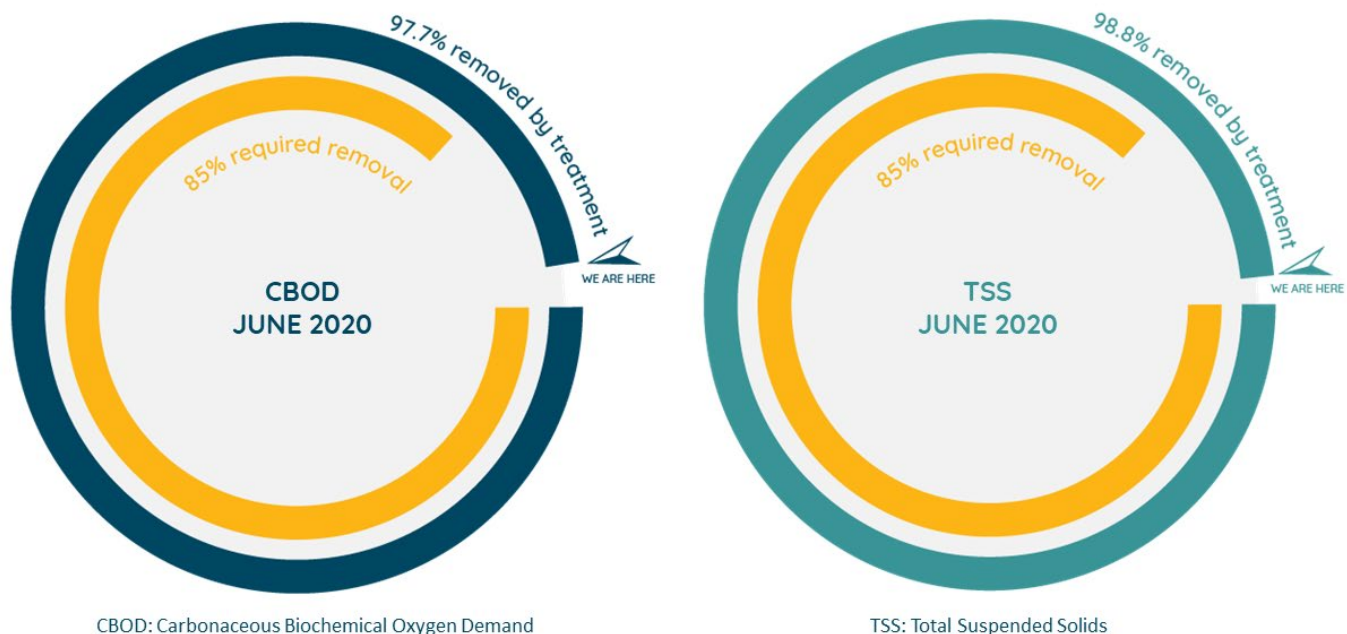
No action required. This memorandum is submitted for information only.

DISCUSSION

Monthly Treatment Plant Performance and Evaluation

Wastewater treatment for the San Elijo Joint Powers Authority (SEJPA) met all National Pollutant Discharge Elimination System (NPDES) ocean effluent limitation requirements for the month of June 2020. The primary indicators of treatment performance include the removal of Carbonaceous Biochemical Oxygen Demand (CBOD) and Total Suspended Solids (TSS). The SEJPA is required to remove a minimum of 85 percent of the CBOD and TSS from the wastewater. Treatment levels for **CBOD** and **TSS** were **97.7** and **98.8** percent removal, respectively (as shown in Figure 1).

FIGURE 1: REMOVAL OF CBOD AND TSS BY WASTEWATER TREATMENT (%)



Figures 2 and 3 (below) show historic treatment performance trends for the removal of CBOD and TSS over the last 13 months. Influent CBOD and TSS can fluctuate based on the strength of the wastewater being received by the SEJPA. Rain events often result in rainwater entering into the sewer system which can dilute both CBOD and TSS. The COVID19 pandemic appears to have resulted in reduced wastewater strength (as measured by CBOD and TSS) likely due to reduced hotel occupancy and bar/restaurant use.

FIGURE 2: TREATED EFFLUENT FLOWS REMOVAL OF CBOD

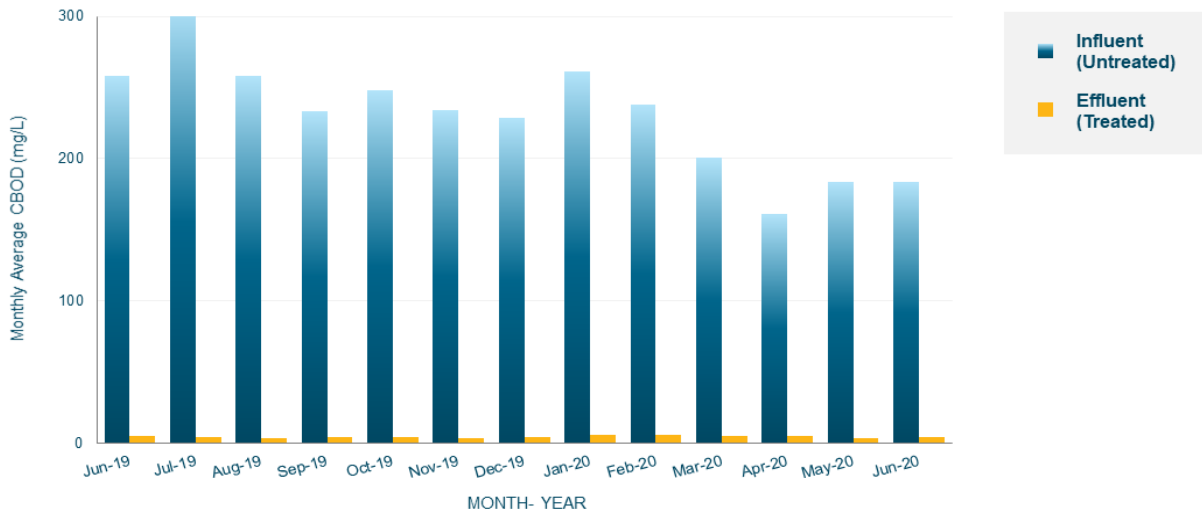
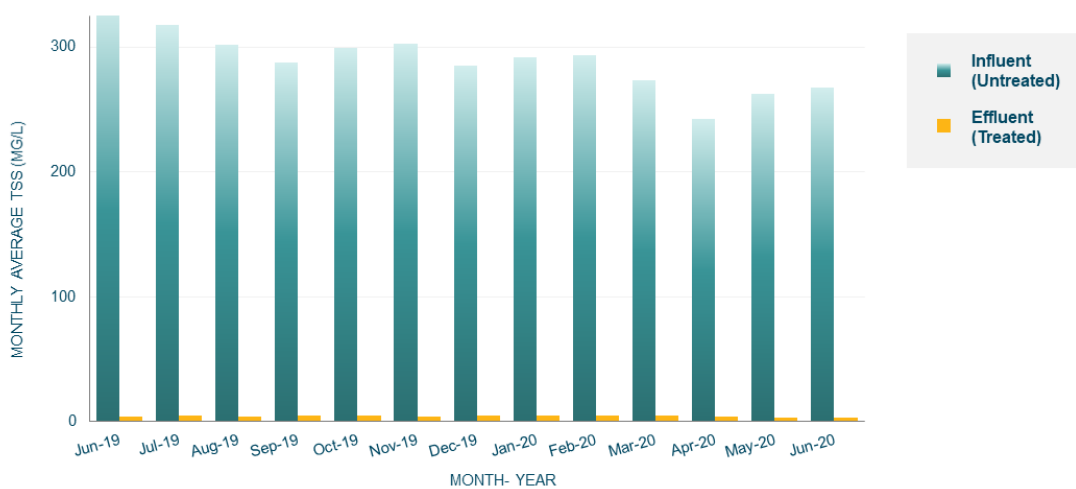


FIGURE 3: TREATED EFFLUENT FLOWS REMOVAL OF TSS



Member Agency Flows

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

TABLE 1 – INFLUENT AND EFFLUENT FLOWS IN JUNE

JUNE			
	Influent (mgd)	Recycled Water (mgd)	Effluent (mgd)*
Cardiff Sanitary Division	1.251	0.913	0.338
City of Solana Beach	0.897	0.655	0.242
Rancho Santa Fe SID	0.164	0.119	0.045
City of Del Mar	0.434	0.317	0.117
Total San Elijo Water Campus Flow	2.746	2.004	0.742

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

Table 2 (below) presents the historical daily average and unit influent flow 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 the same time period.

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

	AVERAGE DAILY INFLUENT FLOW RATE (MGD)					CONNECTED EDUs					AVERAGE UNIT INFLUENT FLOW RATE (GAL/EDU/DAY)					
MONTH	CSD	RSF	CSD	SB	DM	TOTAL PLANT	CSD EDUS	RSF CSD EDUS	SB EDUS	DM	TOTAL EDUS	CSD	RSF	SB	DM	TOTAL PLANT
Jun-17	1.241	0.134	1.032	0.000	2.407	2,407	8,420	551	8,049	1,716	18,737	147	243	128	0	141
Jul-17	1.267	0.130	1.083	0.000	2.480	2,480	8,421	551	8,061	1,716	18,749	150	236	134	0	146
Aug-17	1.262	0.139	1.051	0.000	2.452	2,452	8,423	553	8,061	1,716	18,753	150	251	130	0	144
Sep-17	1.264	0.130	1.006	0.000	2.400	2,400	8,427	555	8,061	1,716	18,759	150	234	125	0	141
Oct-17	1.242	0.123	0.977	0.000	2.342	2,342	8,431	555	8,061	1,716	18,763	147	222	121	0	137
Nov-17	1.257	0.131	0.983	0.000	2.371	2,371	8,431	554	8,061	1,716	18,762	149	237	122	0	139
Dec-17	1.248	0.125	1.014	0.000	2.387	2,387	8,431	554	8,061	1,716	18,762	148	226	126	0	140
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

CSD: Cardiff Sanitary Division

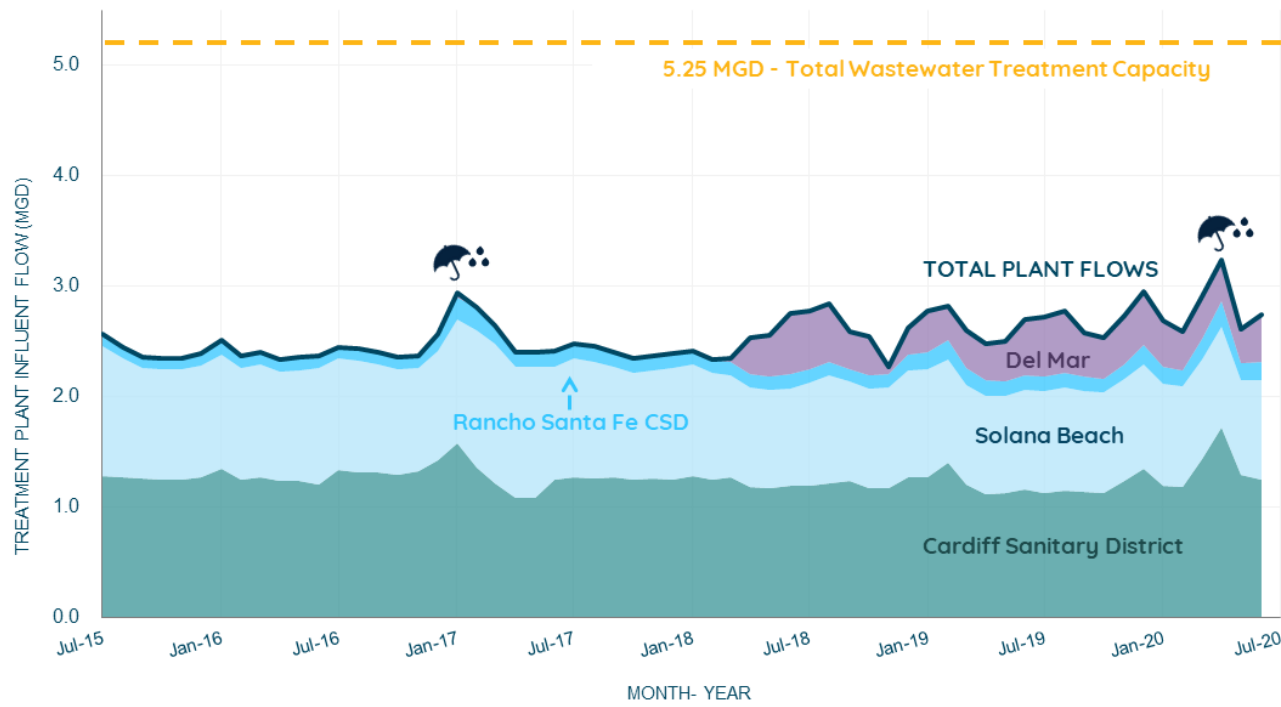
RSF CSD: Ranch Santa Fe Community Service District

SB: Solana Beach

DM: City of Del Mar

Figure 4 (below) presents the 5-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 5 YEARS



City of Escondido Flows

The average and peak flow rate for the month of June 2020 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)	9.28
Escondido (Peak flow rate)	18.4

Connected Equivalent Dwelling Units

The City of Solana Beach and the City of Del Mar updated the connected EDUs number that is reported to the SEJPA in September 2019. 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	8,534
Rancho Santa Fe SID	576
City of Solana Beach	7,768
San Diego (to Solana Beach)	337
City of Del Mar	2,612
Total EDUs to System	19,827

Respectfully submitted,



Michael T. Thornton, P.E.
General Manager

SAN ELIJO JOINT POWERS AUTHORITY
MEMORANDUM

September 15, 2020

TO: Board of Directors
San Elijo Joint Powers Authority

FROM: General Manager

SUBJECT: SAN ELIJO WATER CAMPUS TREATED EFFLUENT FLOWS – MONTHLY REPORT

RECOMMENDATION

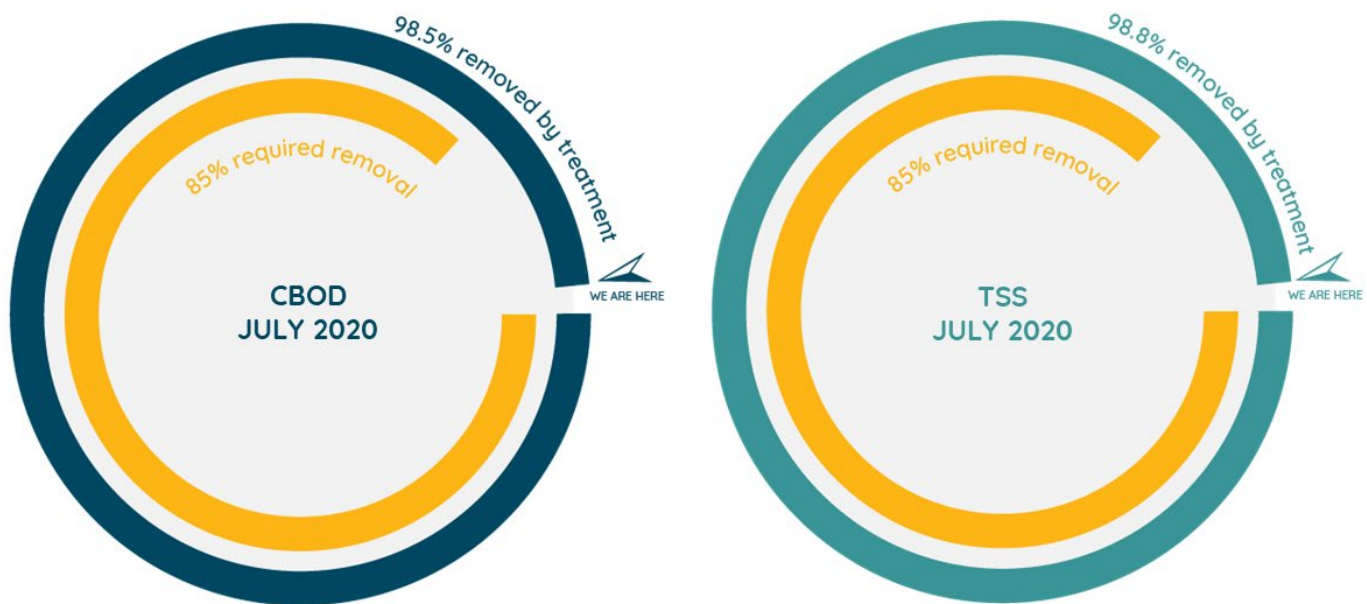
No action required. This memorandum is submitted for information only.

DISCUSSION

Monthly Treatment Plant Performance and Evaluation

Wastewater treatment for the San Elijo Joint Powers Authority (SEJPA) met all National Pollutant Discharge Elimination System (NPDES) ocean effluent limitation requirements for the month of July 2020. 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 **98.5** and **98.8** percent removal, respectively (as shown in Figure 1).

FIGURE 1: REMOVAL OF CBOD AND TSS BY WASTEWATER TREATMENT (%)



CBOD: Carbonaceous Biochemical Oxygen Demand

TSS: Total Suspended Solids

Figures 2 and 3 (below) show historic treatment performance trends for the removal of CBOD and TSS over the last 13 months. Influent CBOD and TSS can fluctuate based on the strength of the wastewater being received by the SEJPA. Rain events often result in rainwater entering into the sewer system which can dilute both CBOD and TSS. The COVID19 pandemic appears to have resulted in reduced wastewater strength (as measured by CBOD and TSS) likely due to reduced hotel occupancy and bar/restaurant. use.

FIGURE 2: TREATED EFFLUENT FLOWS REMOVAL OF CBOD

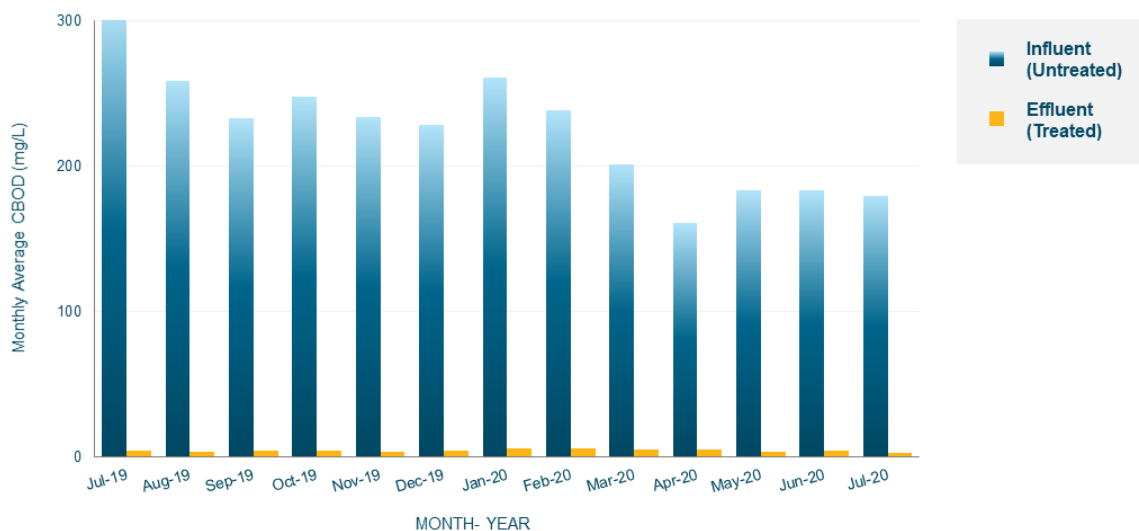
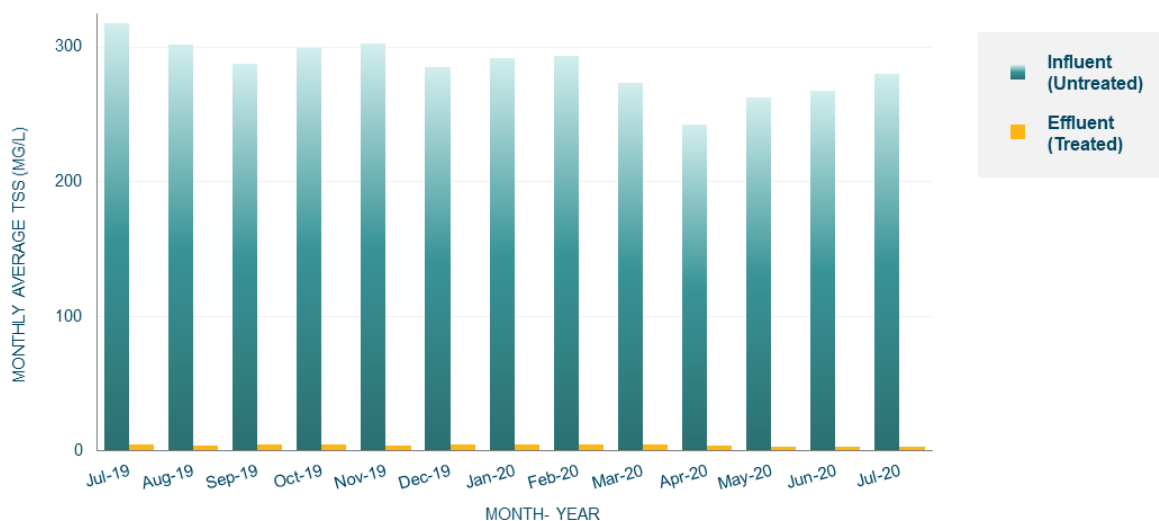


FIGURE 3: TREATED EFFLUENT FLOWS REMOVAL OF TSS



Member Agency Flows

Table 1 (below) presents the influent and effluent flows for the month of July. 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 JULY

JULY			
	Influent (mgd)	Recycled Water (mgd)	Effluent (mgd)*
Cardiff Sanitary Division	1.231	0.831	0.400
City of Solana Beach	0.937	0.633	0.304
Rancho Santa Fe SID	0.157	0.106	0.051
City of Del Mar	0.548	0.370	0.178
Total San Elijo Water Campus Flow	2.873	1.940	0.933

* 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 CAMPUS MONTHLY REPORT - FLOWS AND EDUS

	AVERAGE DAILY INFLUENT FLOW RATE (MGD)					CONNECTED EDUs					AVERAGE UNIT INFLUENT FLOW RATE (GAL/EDU/DAY)						
MONTH	CSD	RSF	CSD	SB	DM	TOTAL PLANT	CSD EDUS	RSF	CSD	SB	DM	TOTAL EDUS	CSD	RSF	SB	DM	TOTAL PLANT
Jul-17	1.267	0.130	1.083	0.000	2.480	8,421	551	8,061	1,716	18,749	150	236	134	0	146		
Aug-17	1.262	0.139	1.051	0.000	2.452	8,423	553	8,061	1,716	18,753	150	251	130	0	144		
Sep-17	1.264	0.130	1.006	0.000	2.400	8,427	555	8,061	1,716	18,759	150	234	125	0	141		
Oct-17	1.242	0.123	0.977	0.000	2.342	8,431	555	8,061	1,716	18,763	147	222	121	0	137		
Nov-17	1.257	0.131	0.983	0.000	2.371	8,431	554	8,061	1,716	18,762	149	237	122	0	139		
Dec-17	1.248	0.125	1.014	0.000	2.387	8,431	554	8,061	1,716	18,762	148	226	126	0	140		
Jan-18	1.276	0.125	1.015	0.000	2.416	8,435	555	8,061	1,716	18,767	151	225	126	0	142		
Feb-18	1.249	0.118	0.968	0.000	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	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	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	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	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	8,478	562	8,083	2,611	19,733	141	210	115	206	141		
Aug-18	1.210	0.119	0.980	0.534	2.843	8,481	563	8,083	2,611	19,737	143	212	121	205	144		
Sep-18	1.230	0.117	0.905	0.341	2.593	8,481	563	8,083	2,611	19,737	145	208	112	131	131		
Oct-18	1.172	0.121	0.897	0.354	2.544	8,481	564	8,083	2,611	19,738	138	215	111	136	129		
Nov-18	1.173	0.121	0.906	0.064	2.264	8,488	565	8,083	2,611	19,746	138	214	112	136	129		
Dec-18	1.264	0.144	0.967	0.244	2.619	8,491	566	8,083	2,611	19,751	149	255	120	136	138		
Jan-19	1.269	0.153	0.975	0.384	2.781	8,491	566	8,083	2,611	19,751	149	271	121	147	141		
Feb-19	1.400	0.173	0.935	0.309	2.817	8,492	566	8,083	2,611	19,752	165	306	116	137	145		
Mar-19	1.200	0.149	0.908	0.340	2.597	8,493	568	8,083	2,611	19,755	141	263	112	132	132		
Apr-19	1.119	0.138	0.887	0.334	2.478	8,494	568	8,083	2,611	19,756	132	243	110	128	125		
May-19	1.125	0.133	0.880	0.361	2.499	8,494	568	8,083	2,611	19,756	132	234	109	138	126		
Jun-19	1.162	0.126	0.903	0.507	2.698	8,504	568	8,083	2,611	19,766	137	222	112	194	136		
Jul-19	1.127	0.128	0.924	0.546	2.725	8,504	568	8,083	2,611	19,766	133	226	114	209	138		
Aug-19	1.148	0.126	0.938	0.567	2.779	8,505	570	8,105	2,612	19,792	135	221	116	217	140		
Sep-19	1.131	0.132	0.918	0.393	2.574	8,507	570	8,105	2,612	19,794	133	232	113	150	130		
Oct-19	1.120	0.124	0.914	0.378	2.536	8,507	571	8,105	2,612	19,795	132	217	113	145	128		
Nov-19	1.230	0.137	0.927	0.437	2.731	8,510	571	8,105	2,612	19,798	145	240	114	172	138		
Dec-19	1.347	0.173	0.946	0.483	2.949	8,516	571	8,105	2,612	19,804	158	303	117	185	149		
Jan-20	1.194	0.163	0.917	0.410	2.684	8,517	571	8,105	2,612	19,805	140	286	113	157	136		
Feb-20	1.176	0.146	0.919	0.352	2.593	8,517	571	8,105	2,612	19,805	138	256	113	135	131		
Mar-20	1.432	0.185	0.907	0.389	2.913	8,519	572	8,105	2,612	19,808	168	324	112	149	147		
Apr-20	1.720	0.231	0.912	0.377	3.240	8,522	572	8,105	2,612	19,811	202	404	113	153	164		
May-20	1.293	0.158	0.853	0.304	2.608	8,523	573	8,105	2,612	19,813	152	276	105	133	132		
Jun-20	1.251	0.164	0.897	0.434	2.746	8,534	576	8,105	2,612	19,826	147	285	111	179	139		
Jul-20	1.231	0.157	0.937	0.548	2.873	8,535	576	8,110	2,616	19,837	144	273	116	222	145		

CSD: Cardiff Sanitary Division

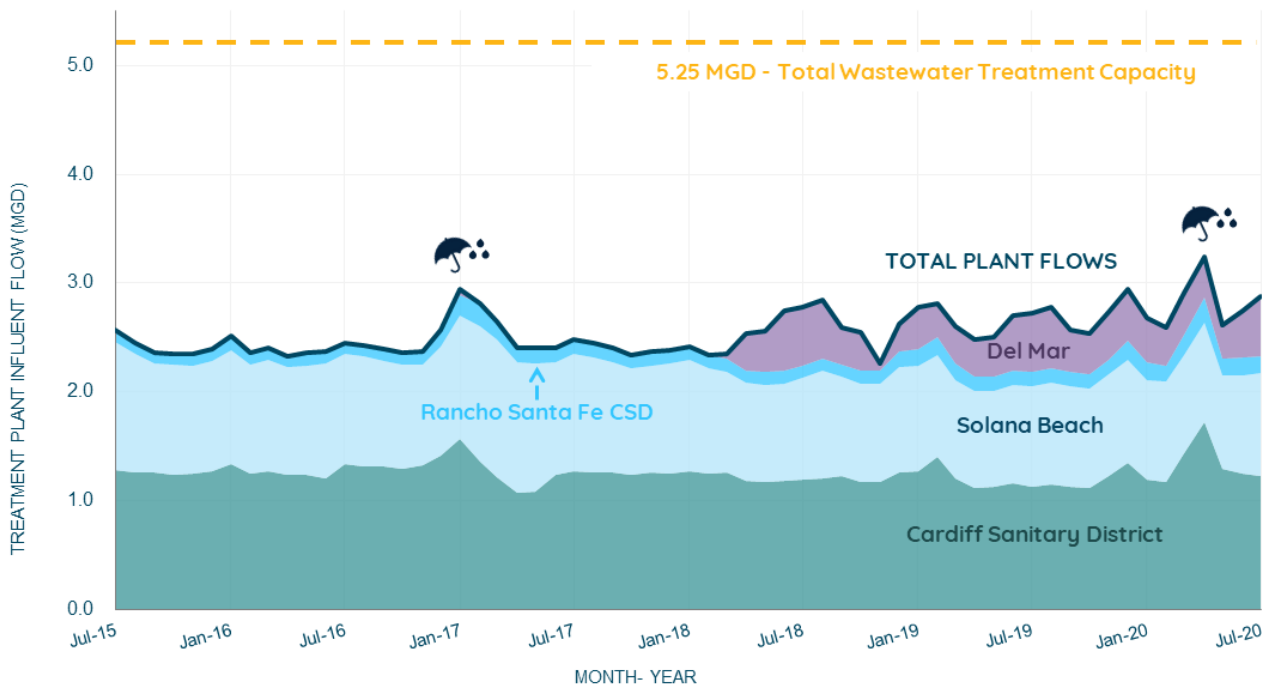
RSF CSD: Ranch Santa Fe Community Service District

SB: Solana Beach

DM: City of Del Mar

Figure 4 (below) presents the 5-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 5 YEARS



City of Escondido Flows

The average and peak flow rate for the month of July 2020 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. Escondido was conducting peak flow testing on their land outfall during July and so they exceeded their capacity allowance of 20.15 mgd for a short period during the test.

TABLE 3 - CITY OF ESCONDIDO FLOWS

	Flow (mgd)
Escondido (Average flow rate)	8.66
Escondido (Peak flow rate)	23.5

Connected Equivalent Dwelling Units

The City of Solana Beach and the City of Del Mar updated the connected EDUs number 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	8,535
Rancho Santa Fe SID	576
City of Solana Beach	7,773
San Diego (to Solana Beach)	337
City of Del Mar	2,616
Total EDUs to System	19,837

Respectfully submitted,



Michael T. Thornton, P.E.
General Manager

SAN ELIJO JOINT POWERS AUTHORITY
MEMORANDUM

September 15, 2020

TO: Board of Directors
San Elijo Joint Powers Authority

FROM: General Manager

SUBJECT: SAN ELIJO WATER RECYCLING PROGRAM – MONTHLY REPORT

RECOMMENDATION

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

DISCUSSION

Recycled Water Production

For the month of June 2020, recycled water demand was 207.35 acre-feet (AF), which was met using 204.71 AF of recycled water and 2.64 AF supplementation with potable water. This is the highest June demand on record since the program began operation.

June demand was 2.9% above budget expectations of 201 AF. The total water production for FY 2019-20 ended slightly below budget (8.5%) at 1,504 AF for the full Fiscal Year. This is the fourth highest fiscal year total since the program began and is impressive considering that the Water Campus recorded almost 20-inches of rainfall during the fiscal year.

Figure 1 (attached) provides a graphical view of annual recycled water demand spanning the last 10 fiscal years, with the overlay of annual rainfall. Since the recycled water program primarily serves outdoor irrigation, annual demand is reduced during wet periods and increases during times of drought. Figure 2 (attached) shows the monthly recycled water demand for each June for the last ten years to provide a year-over-year comparison. Figure 3 (attached) compares budget versus actual recycled water sales for FY 2019-20.

Respectfully submitted,



Michael T. Thornton, P.E.
General Manager

FIGURE 1: RECYCLED WATER DEMAND AND RAINFALL COMPARISON

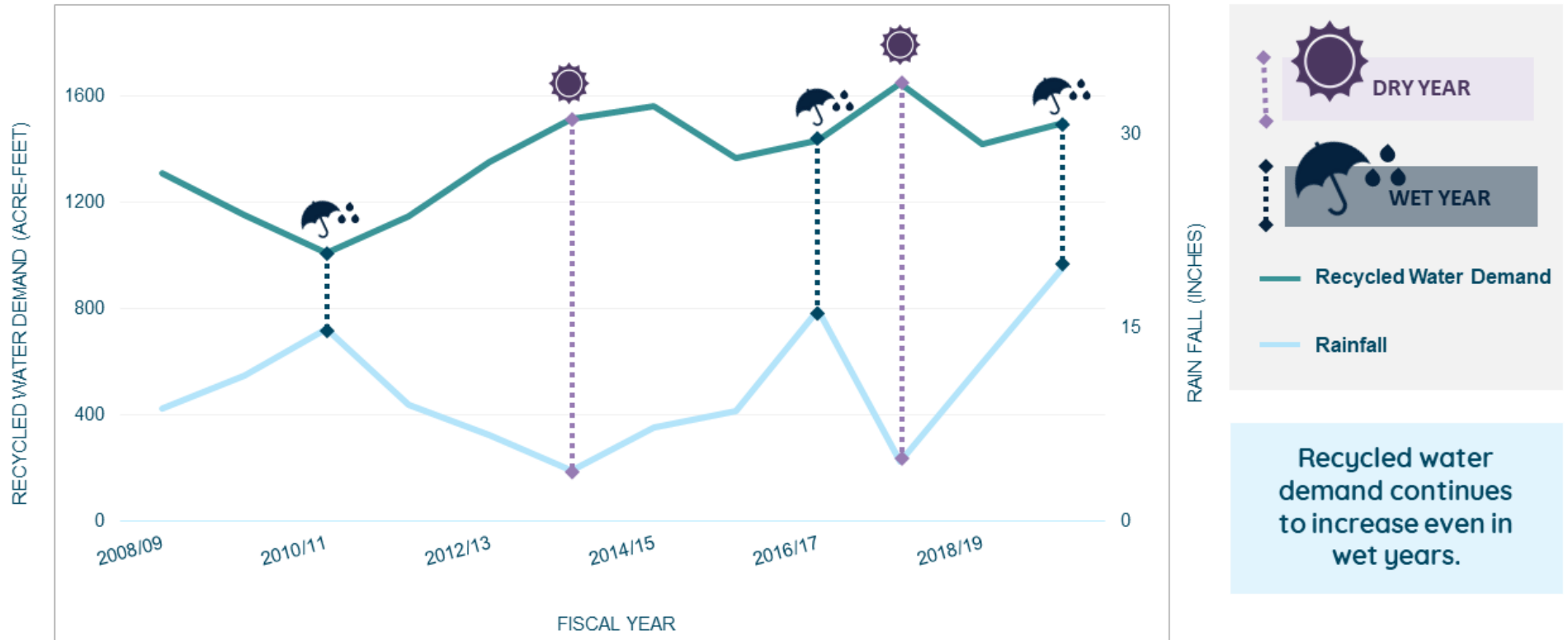


FIGURE 2: JUNE RECYCLED WATER DEMAND

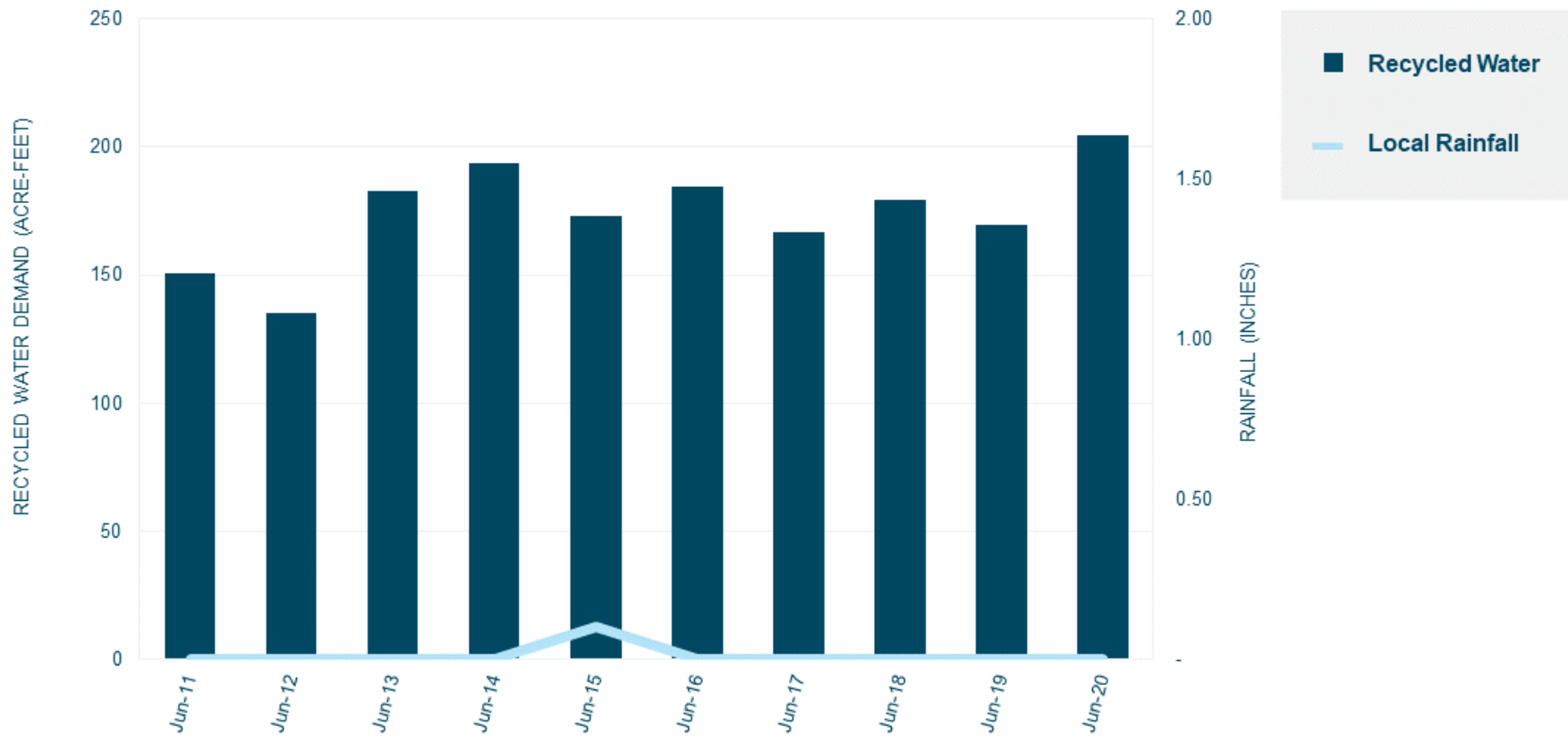
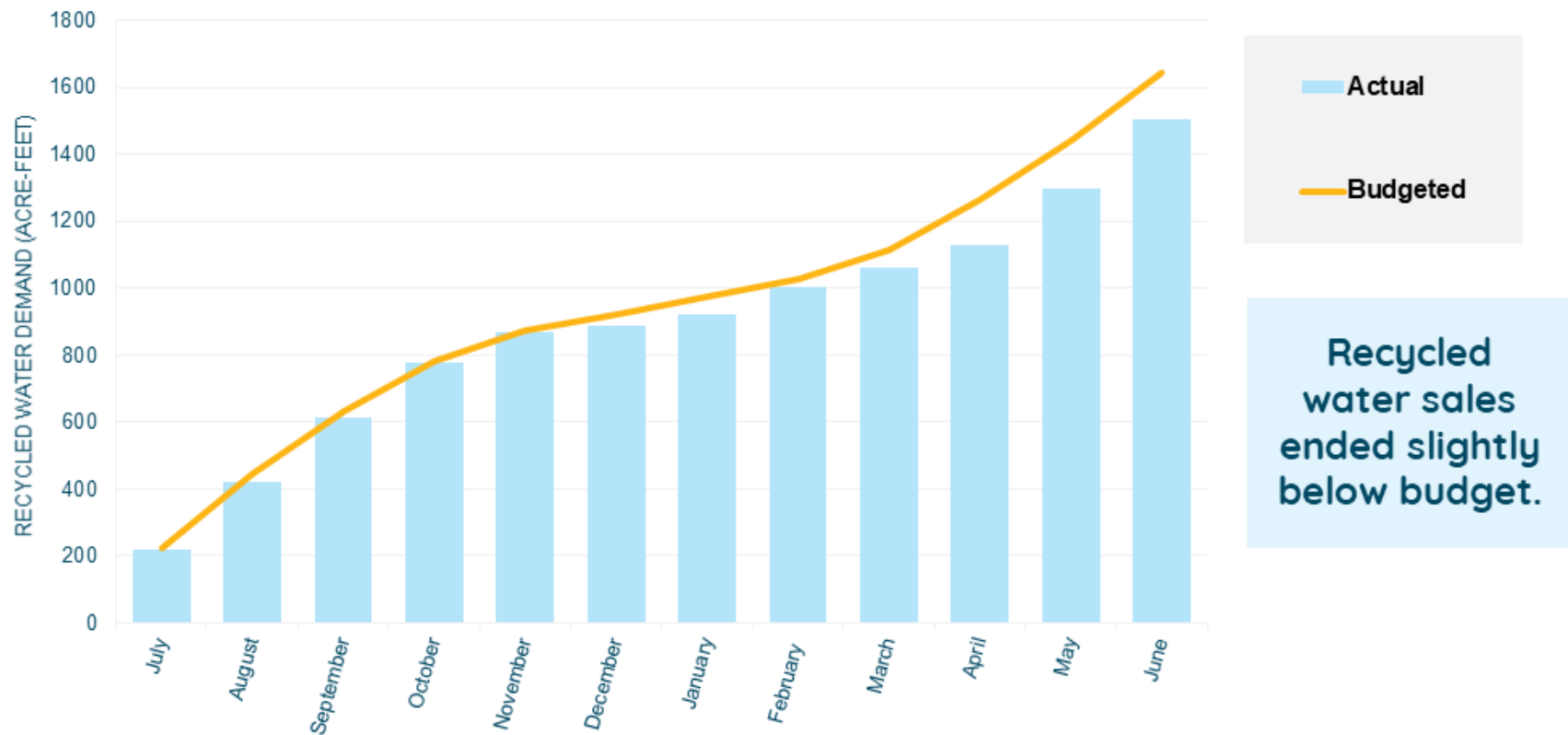


FIGURE 3: FY2019/20 CUMULATIVE DEMAND VS BUDGET



SAN ELIJO JOINT POWERS AUTHORITY
MEMORANDUM

September 15, 2020

TO: Board of Directors
San Elijo Joint Powers Authority

FROM: General Manager

SUBJECT: SAN ELIJO WATER RECYCLING PROGRAM – MONTHLY REPORT

RECOMMENDATION

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

DISCUSSION

Recycled Water Production

For the month of July 2020, recycled water demand was 206.7 acre-feet (AF), which was met using 206.4 AF of recycled water and 0.3 AF supplementation with potable water.

July demand was 3.8% below budget expectations of 215 AF. The total water production for FY 2020-21 is slightly below budget (3.8%) for the first month.

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 July 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

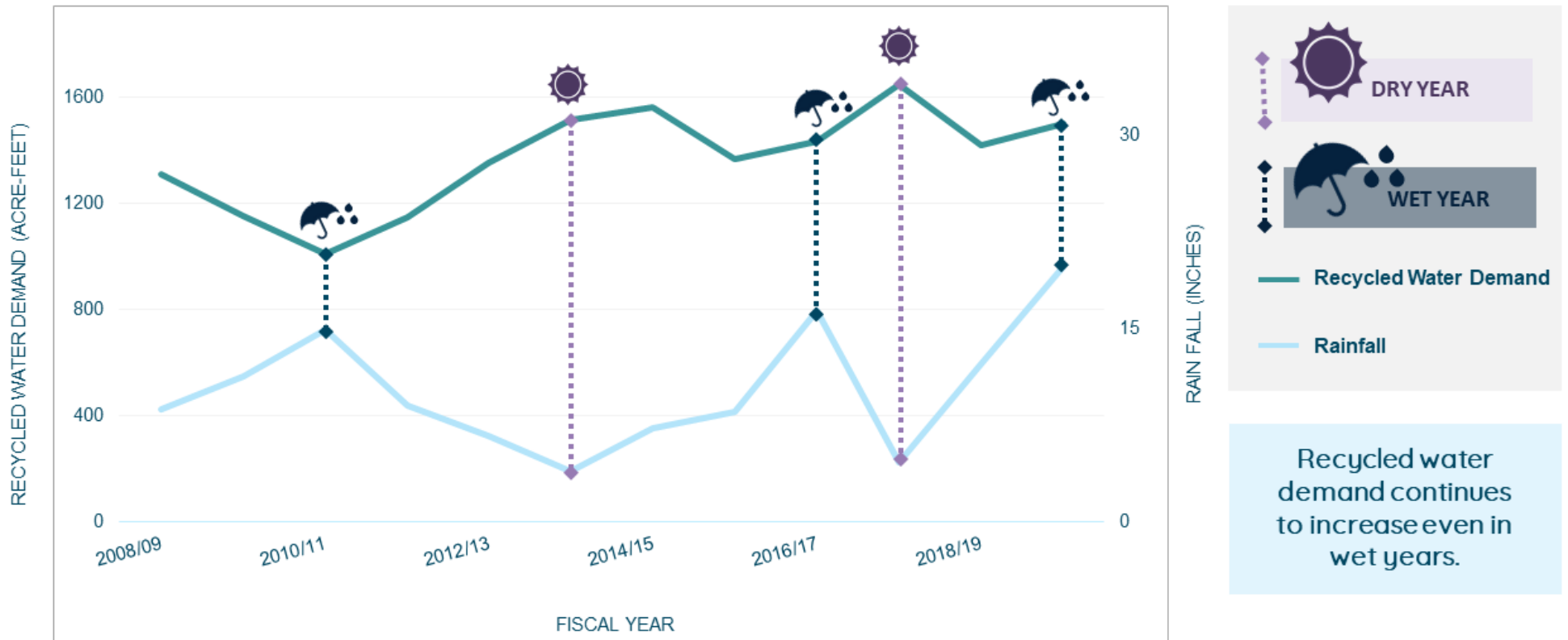


FIGURE 2: JULY RECYCLED WATER DEMAND

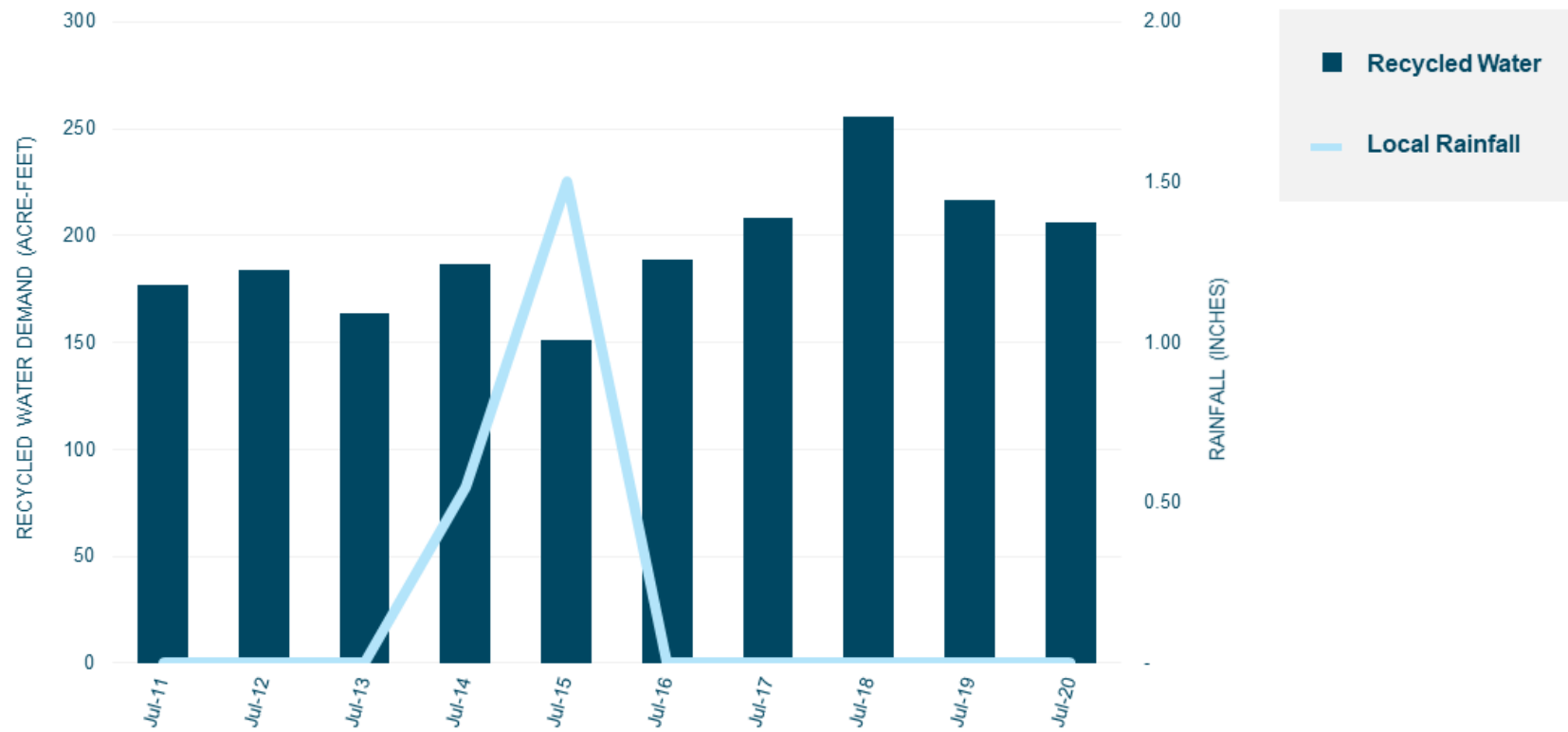
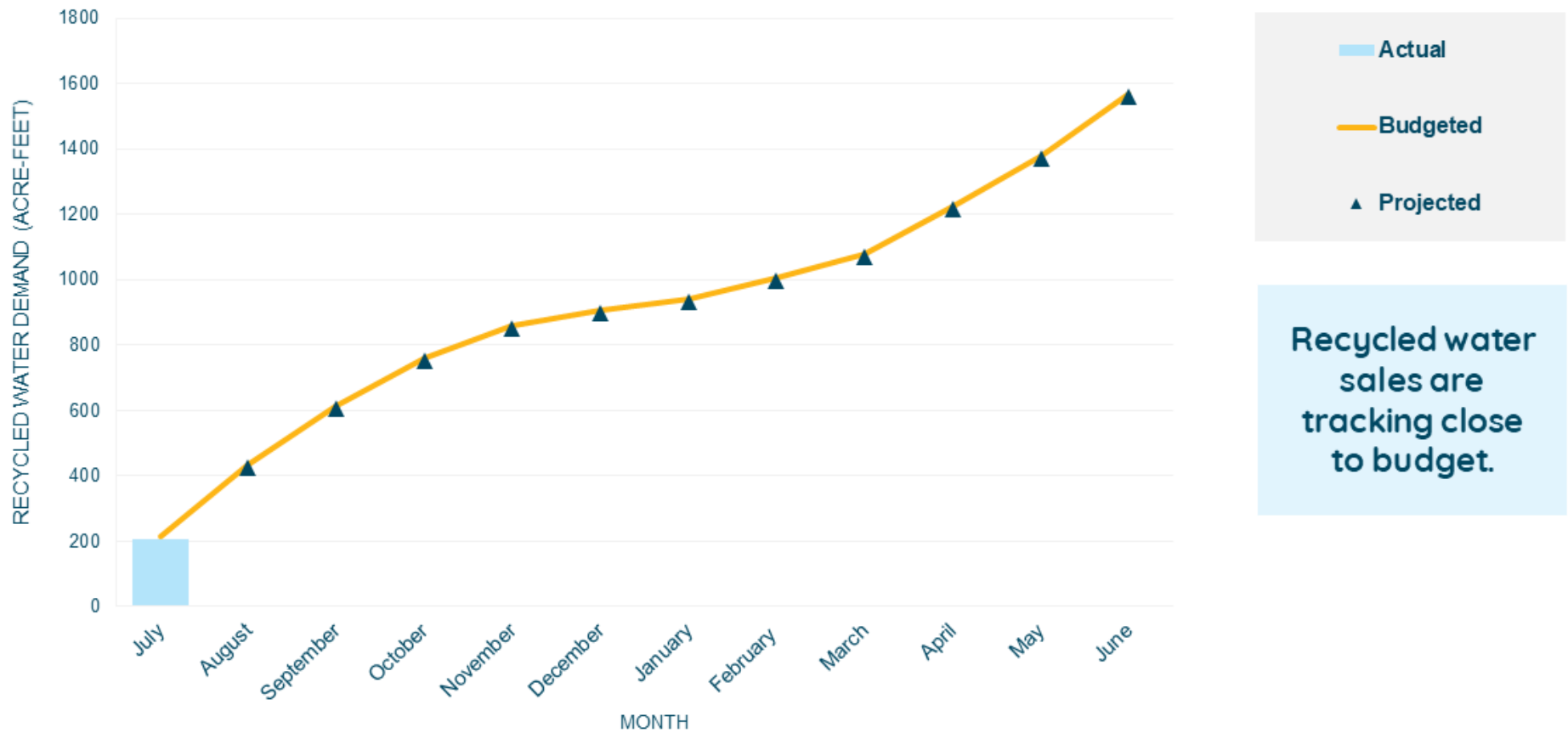


FIGURE 3: FY2020/21 CUMULATIVE DEMAND VS BUDGET



SAN ELIJO JOINT POWERS AUTHORITY
MEMORANDUM

September 15, 2020

TO: Board of Directors
San Elijo Joint Powers Authority

FROM: General Manager

SUBJECT: CONSTRUCTION COMPLETION – BOILER REPLACEMENT PROJECT

RECOMMENDATION

It is recommended that the Board of Directors:

1. Authorize the General Manager to accept the Boiler Replacement Project on behalf of the SEJPA and file a Notice of Completion with the County Recorder's office; and
2. Discuss and take action as appropriate.

BACKGROUND

The San Elijo Joint Powers Authority (SEJPA) owns and operates the San Elijo Water Campus which includes 5.25 million gallons per day (mgd) wastewater treatment and 3.02 mgd water recycling facility. As part of the wastewater treatment process, solid material is separated from the water using a series of tanks and pumps. The removed solids are treated anaerobically in accordance with 40 CFR Part 503 (Standards for the Use or Disposal of Sewage Sludge). The process produces approximately 300 wet tons of Class B biosolids per month, which are transported to Arizona for land application.

The anaerobic treatment process requires the digested sludge to remain above 95 degrees Fahrenheit (F) to be effective and to comply with regulatory requirements of 40 CFR Part 503. The SEJPA treatment process utilizes methane gas, that is produced in the anaerobic digestion process, as fuel for boilers that provide heat to maintain the required sludge temperature. The digester gas is a renewable energy supply; however, it is corrosive and can cause deterioration in the boiler chamber during the combustion process. The 2015 Facility Plan recommended replacing and/or upgrading this equipment as it was nearing the end of its projected useful life.

DISCUSSION

On October 14, 2019, the Boiler Replacement project was advertised for public bidding on PlanetBids. Bids were accepted electronically on PlanetBids on November 7, 2019. Four bids were received with the lowest bid of \$192,946; the average and highest bids were \$270,260 and \$315,654, respectively.

On November 18, 2019, the Board authorized the General Manager to award the Boiler Replacement Project to the low bidder, California Boiler, Inc. Due to COVID-19 the delivery and installation of the new boiler was delayed from the originally scheduled April 2020 to July 2020. Installation and startup of the new system was completed on August 18, 2020.

FINANCIAL IMPACT

The overall recommended construction budget for this project was \$241,941 which includes \$7,700 for Engineering during construction, \$19,300 for Construction Management and Inspection, and \$21,995 for contingency. The construction contract for the Boiler Replacement Project was \$192,946.

Funding for the project is in the Capital Program, Phase 3 – Solids Treatment Improvements. The project was completed with one change order request in the amount of \$2,160 that is currently being negotiated by staff. Construction Management and Engineering was completed by SEJPA staff resulting in savings of \$27,000. In addition, only \$2,160 of the \$21,995 in contingency was required for unforeseen field condition. Overall, the project was completed at \$46,835 or 19% below the overall project budget. Remaining funds will be reallocated to future Solids Treatment improvements.

Project Elements	Budget	Actual
Construction	\$192,946	\$195,106
CM & Engineering	27,000	0
Contingency (10%)	21,995	
Total	\$241,941	\$195,106

It is therefore recommended that the Board of Directors:

1. Authorize the General Manager to accept the Boiler Replacement Project on behalf of SEJPA and file a Notice of Completion with the County Recorder's office; and
2. Discuss and take action as appropriate.

Respectfully submitted,



Michael T. Thornton, P.E.
General Manager

SAN ELIJO JOINT POWERS AUTHORITY
MEMORANDUM

September 15, 2020

TO: Board of Directors
San Elijo Joint Powers Authority

FROM: General Manager

SUBJECT: CONSTRUCTION COMPLETION – SCADA UPGRADE PROJECT

RECOMMENDATION

It is recommended that the Board of Directors:

1. Authorize the General Manager to accept the 2018 SCADA Upgrade Project on behalf of the SEJPA and record the Notice of Completion; and
2. Discuss and take action as appropriate.

BACKGROUND

San Elijo Joint Powers Authority (SEJPA) uses a Supervisory Control and Data Acquisition (SCADA) system to monitor and control water treatment, distribution, and storage processes. The SCADA system is comprised of computer hardware and software, which communicate by fiber optics, private cellular network, and wireless radio links to convey information, alarms, and operational direction. The system allows staff to monitor facility operations and performance in real-time, either onsite or remotely. Treatment operators utilize SCADA to adjust pump speeds; open and close valves; monitor flows, tank levels, and pump discharge pressures; observe water quality measurements, detect system problems, and perform other duties 24 hours a day. The SCADA system provides for reliable and efficient operation of the treatment and conveyance systems.

In November 2017, the Board authorized the General Manager to enter into an agreement with Carollo Engineers to provide engineering services for the SCADA Upgrade project to develop technical specifications and other documents necessary to publicly bid the SCADA project contract. The main elements of the project included new hardware, software, programming, equipment installation, system testing and commissioning, warranty, training, and support services. Hardware includes servers, data historians, monitors, programmable logic controllers, and equipment panels. SCADA software includes Wonderware System Platform, Historian, Galaxy, VMWare, and Windows Server operating system licenses to replace 11 workstations with remote terminals. Programming, hardware/software, and equipment installation were performed at six functional areas within the San Elijo Water Reclamation Facility and at five wastewater pump stations located within the cities of Encinitas and Solana Beach. Cybersecurity enhancements included developing a system program and written plan to follow the guidelines,

requirements, and standards outlined in the latest version of the NIST Cybersecurity Framework and provide a comprehensive cybersecurity plan to help identify, protect, detect, respond, and recover from cyber threats. The lowest responsive/responsible bid for the project was \$560,000 from Tesco Controls, Inc. and the project was awarded at the September 2018 Board meeting.

DISCUSSION

The project has been completed despite several unfortunate delays in execution. In March 2019, the original hardware was damaged during shipment to SEJPA that delayed hardware installation until October 2019. Following the initial onsite installation and programming, COVID-19 interrupted onsite work, which further slowed work progress. Throughout all of the setbacks, Tesco has remained committed to the project and continued diligent efforts to complete the installation to the satisfaction of the SEJPA.

FINANCIAL IMPACT

The SCADA project construction contract was \$560,000 and awarded to Tesco Controls, Inc. in September 2018. Construction was completed with one change order to Tesco for \$39,714. The original amount for construction management and engineering during construction was \$63,200. Due to the extended length of time required to complete the project, one change order for construction management was awarded to Carollo for \$22,444. Funding for both change orders was from project contingency.

Overall, the project was complete within the total budget of \$685,520, with approximately \$162 in unspent contingency funding. The project was completed using funds from the 2017 Clean Water Bond.

Project Elements	Budget	Actual
Construction	\$560,000	\$599,714
CM & Engineering	63,200	85,644
Contingency (10%)	62,320	
Total	\$685,520	\$685,358

It is recommended that the Board of Directors:

1. Authorize the General Manager to accept the SCADA Upgrade Project on behalf of the SEJPA and record the Notice of Completion; and
2. Discuss and take action as appropriate.

Respectfully submitted,



Michael T. Thornton, P.E.
General Manager

SAN ELIJO JOINT POWERS AUTHORITY
MEMORANDUM

September 15, 2020

TO: Board of Directors
San Elijo Joint Powers Authority

FROM: General Manager

SUBJECT: WATER CAMPUS IMPROVEMENT PROJECT – STAGE 2 LEASE-
PURCHASE AGREEMENT AMENDMENT

RECOMMENDATION

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

BACKGROUND

San Elijo Joint Powers Authority (SEJPA) has completed the design, environmental clearance, and permitting phase of the Water Campus Improvement Project. The project was approved by the Board in March 2020 for a total construction cost of \$18,410,000, subject to the finalization of contract terms. Staff developed a two-phase project delivery method to deal with the uncertainty associated with the COVID-19 pandemic. The revised delivery separated the project into two distinct construction packages, each with a separate guaranteed maximum price (GMP). Phase 1 (GMP-1) includes rough grading, installing dewatering wells, undergrounding the regional storm culvert, and construction of underground site utilities. Figure 1 shows the general location of Phase 1 construction, which commenced in May and is nearing completion.

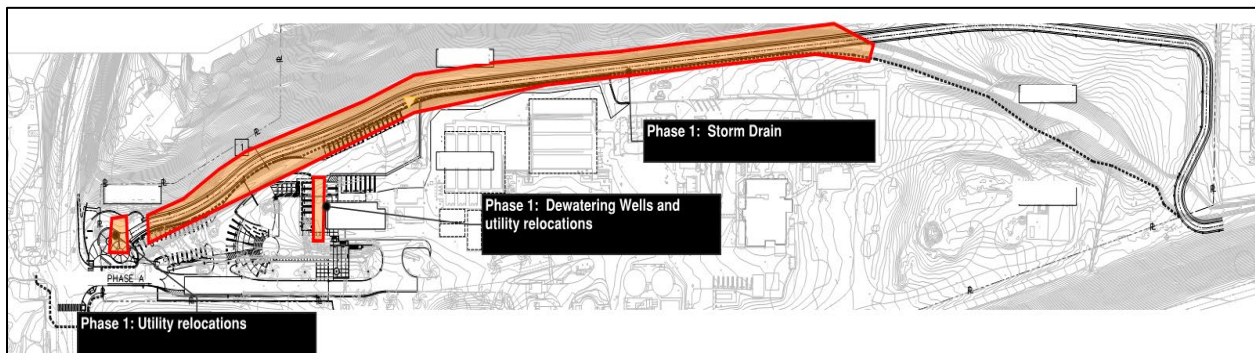


Figure 1. Phase 1 Construction



Figure 2. Contractor installed approximately 1,000 linear feet of three 5-foot diameter storm-drain pipes, which will be located under the new bike/pedestrian path.

Phase 2 (GMP-2) includes the construction of the multi-use path, administration/operations building, parking lots, security fencing, and Manchester traffic signal and right-of-way improvements (Figure 3). The phased approach allowed critical storm drain and deep utility work to be completed in the dry season, while allowing the opportunity to rebid building and site improvement elements to include COVID-19 preventative measures and final permit requirements.

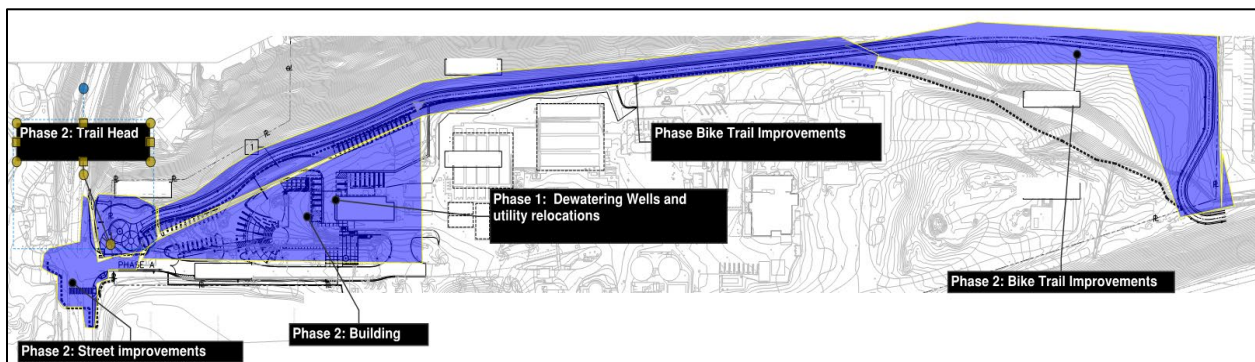


Figure 3. Phase 2 Construction

DISCUSSION

The contractor completed the rebidding of GMP-2 in July 2020, and the results initially exceeded the budget allotment of \$18,410,000. The contractor, SEJPA staff, and the design team conducted value engineering and design reviews to reach a final guaranteed maximum price that achieved the overall project budget goal. Staff worked with legal counsel to complete the Lease-Purchase Agreement, which includes both GMP-1 and GMP-2 for a total of \$18,409,269. As the project contract value was within the Board approved value, the General Manager executed the agreement on August 18, 2020 and preconstruction activities for Phase 2 (GMP-2) are underway.

FINANCIAL IMPACT

There are no additional costs associated with this staff report. The project is proceeding on budget and schedule. Figure 4 provides the overall project budget and Figure 5 provides project funding sources.

PROJECT BUDGET	
WATER CAMPUS IMPROVEMENT PROJECT	
Item	Budget
<i>CONSTRUCTION</i>	
Building and Site Improvements	\$ 12,795,269
Multi-use Path	\$ 5,400,000
Sub Total	\$ 18,195,269
Construction Contingency (scope gap)	\$ 214,000
GMP Total	\$ 18,409,269
Owner Contingency	\$ 915,731
Total	\$ 19,325,000
<i>CONSTRUCTION FEES & SUPPORT SERVICES</i>	
CM/Engineering/Environmental Compliance	\$ 720,000
City of Encinitas Permits/Inspection Fees	\$ 400,000
San Diego Regional Water Quality Control Board	\$ 150,000
Grand Total	\$ 20,595,000

Figure 4. Project Budget

PROJECT FUNDING SOURCES			
WATER CAMPUS IMPROVEMENT PROJECT			
<i>SOURCE</i>		<i>ORIGINAL Mar-20</i>	<i>REVISED May-20</i>
Clean Water Bonds	\$	15,000,000	\$ 15,000,000
Capital Cash	\$	1,520,000	\$ 195,000
Caltrans	\$	4,200,000	\$ 5,400,000
Total	\$	20,720,000	\$ 20,595,000

Figure 5. Project Funding Sources

RECOMMENDATION

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

Respectfully submitted,



Michael T. Thornton, P.E.
General Manager

ATTACHMENT 1: STAGE 2 LEASE-PURCHASE AGREEMENT AMENDMENT

**SAN ELIJO JOINT POWERS AUTHORITY
BUILDING AND SITE IMPROVEMENTS PROJECT
STAGE 2, PHASE 2 AMENDMENT TO
LEASE/PURCHASE AGREEMENT**

GMP-2

This Stage 2, Phase 2 Amendment ("**GMP-2 Amendment**") to the Public Capital Improvement Lease/Purchase Agreement entered into on March 27, 2019, is hereby made and entered into on August 14, 2020, by and between the San Elijo Joint Powers Authority ("**SEJPA**" or "**Lessor**") and P C L Construction Services, Inc. P C L Construction Inc. Joint Venture. ("**Lessee**"). Lessor and Lessee are collectively referred to herein as "**Parties**" or individually as "**Party**".

RECITALS

WHEREAS, on or about March 27, 2019, the Parties entered into the Public Capital Improvement Lease/Purchase Agreement ("**Lease**") in order to finance the construction of public capital improvements to be delivered by Lessee in two stages: (1) Stage 1 Design Services, and (2) Stage 2 Construction Services;

WHEREAS, the Stage 1 Design Services have been completed and all costs incurred by Lessee for Stage 1 Design Services have been paid in full by Lessor;

WHEREAS, on March 9, 2020, the SEJPA Board of Directors authorized the General Manager to amend the Lease for a Guaranteed Maximum Price of \$18,410,000, subject to finalization of the terms of the amendment;

WHEREAS, in light of the impact of the COVID-19 pandemic, Lessor and Lessee met and conferred and together determined that Stage 2 Construction Services should be phased in order to comply with certain state and local orders and in order to ensure that construction moves forward in a manner that (1) protects the health and safety of employees under Lessor's control from the increased threat of exposure that comes from working in close proximity to one another, (2) protects the health and safety of SEJPA's onsite staff, including its certified wastewater operators, from the increased threat of exposure that comes with allowing third party contractors onsite to perform work, and (3) protects SEJPA's wastewater operations;

WHEREAS, on May 4, 2020, the SEJPA Board of Directors authorized the Stage 2, Phase 1 Amendment ("**GMP-1 Amendment**") to the Lease for certain bike path and culvert relocation work, including building storm drain system, dewatering, and utility relocations work and Lessor has since completed that work to the satisfaction of SEJPA pursuant to the terms in the Lease, including the General Conditions;

WHEREAS, SEJPA is prepared to issue a Notice to Proceed for Lessee to commence with Stage 2, Phase 2 Construction Services, which shall generally include construction of the remaining capital improvements contemplated by the Lease for the Guaranteed Maximum Price set forth herein ("**GMP-2**"); and

WHEREAS, the Parties desire to enter into this GMP-2 Amendment in order to incorporate into the Lease the terms and conditions necessary and appropriate for Stage 2, Phase 2 Construction Services and to reflect the Parties' agreement to date, with all other terms and conditions, articles, obligations, rights and provisions of the Lease and GMP-1 Amendment not in conflict with this GMP-2 Amendment to remain in full force and effect;

NOW THEREFORE, the Lessor and Lessee agree to amend the Lease as follows:

Article 4

Project Delivery Services

Section 4.1 (Project Delivery Services) shall include the following:

4.1.3 The Parties have agreed on the project scope, schedule and a GMP for Stage 2, Phase 2 Construction Services ("**Phase 2**"), and Lessor is prepared to issue a Notice to Proceed for Lessee to commence with this work. The Phase 2 Mark-up Percentages are set forth in Attachment A.2-2; the Phase 2 Scope of Services are identified in Attachment B.2-2; the Phase 2 Schedule is Summarized in Attachment C.2-2, and the Phase 2 GMP and corresponding Installment Payments are summarized in Attachment D.2-2, attached hereto.

Section 4.2 (Guaranteed Maximum Price) shall include the following:

4.2.2 Guaranteed Maximum Price, Stage 2, Phase 2. GMP-2 shall not exceed thirteen million, six hundred seventy-two thousand, five hundred sixty-three dollars and zero cents (\$13,672,563.00) The Parties agree this amount, like GMP-1, was reached through arm's length negotiations and together with GMP-1 will fully compensate Lessee for the fair market value of the Capital Improvements. Any costs, fees or other expenses incurred by Lessee in the construction of the Phase 2 Capital Improvements, however unforeseen, that are in excess of GMP-2 shall be borne exclusively by Lessee, and Lessor shall have no liability whatsoever for any such additional amounts. Lessee understands that fees and/or expenses include, but are not limited to, costs, fees, and/or expenses incurred by Lessee relating to or caused by the current COVID-19 pandemic and Lessor shall have no liability whatsoever for such additional amounts.

Article 17

Security

Section 17.1 (Security for Performance) shall include the following:

17.1.2 The amount of the performance security for Phase 2 Construction Services shall be 100% of the total amounts payable by the terms of this GMP-2 Amendment, as set forth in Attachment D.2-2. Security for Phase 2 shall be delivered by Lessee to Lessor on the date of execution of this GMP-2 Amendment.

Attachments

The following attachments are included herewith and incorporated in to the Lease:

- A.2-2: Stage 2, Phase 2 Mark-up Percentages
- B.2-2: Stage 2, Phase 2 Construction Services Scope of Work
- C.2-2: Schedule for Stage 2, Phase 2 Construction Services
- D.2-2: Schedule of Installment Payments for Stage 2, Phase 2 Construction Services and GMP
- E-2: Stage 2, Phase 2 Workers' Compensation Insurance Certificate
- F-2: Stage 2, Phase 2 Designation of Subcontractors
- G-2: Form of Performance Bond (Phase 2)
- H-2: Form of Payment Bond (Phase 2)

IN WITNESS HEREOF, BY SIGNING BELOW THE PARTIES HERETO 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

Date: 08/18/2020

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

PCL CONSTRUCTION SERVICES PCL
CONSTRUCTION INC. JOINT VENTURE

Date: 08/18/2020

By: Jennifer Farnham (Sign)
Jennifer Farnham
Area Manager
By: Mike McKinney
Mike McKinney
President

License No: 1043503
License Classification: A
License Expiration: 08/31/2020

ATTACHMENT A.2-2
Stage 2, Phase 2 Mark-up Percentages

- Overhead = 3.50%
- Profit = 3.50%
- Subcontractor Mark-up = 5.00%

ATTACHMENT B.2-2
Stage 2, Phase 2 Construction Services Scope of Work

See following pages

ATTACHMENT B.2-2

Stage 2, Phase 2 Construction Services Scope of Work

Construction Services Scope of Work:

The construction services scope of work includes the below contract documents which is further clarified by the included attachments "Clarification and Assumptions" and "Basis of Design" documents.

DRAWINGS

Pages 1-210	SEJPA Building Program Project – Plan check resubmittal	June 5, 2020
Pages 1-13	SEJPA Building Project Civil drawings: – Approved Permit Set	May 21, 2020
Pages 1-48	SEJPA Multi-Use Path –Approved Permit Set	May 21, 2020

ADDENDUMS

Pages 1-17	GMP-2 Addendum #1 – GMP-2 VE and Coordination changes	Aug 14, 2020

SPECIFICATIONS

Pages 1-1363	Specifications	May 22, 2020

GEOTECHNICAL REPORTS

Pages 1-614	Geotechnical Investigation by SCST, LLC	Jan 30, 2019

Clarifications and Exclusions.

1. No special testing or inspections (including reinforcing or structural/miscellaneous steel work is included
2. City and Utility Fees for inspections and testing are not included
3. Building permit and plan check Fees are excluded.
4. Consumption of temporary utilities (water and power) are by SEJPA.
5. Asbestos removal scope is not defined and therefore excluded.
6. FF&E items such as chairs, desk, computers, furniture, etc are not included.
7. Any lab testing on stormwater required per the project's SWPPP is by SEJPA.
8. Soil Import required for this project will be provided by the adjacent Caltrans project.
9. The following scopes are excluded:
 - a. Supply and installation of generator
 - b. AV equipment
 - c. Window blinds
 - d. Site wall planting walls ("green wall")



San Elijo Joint Powers Authority-Administration Building & Multi Purpose Trails

Updated Aug 14 2020

The estimate, as presented, is based on the documents listed in the attached document list, with specific qualifications and clarifications.

		Included	Excluded		Phase 1	Phase 2
DIVISION 1						
General						
1	General Liability Insurance	X			X	X
2	All Risk/Builder's Risk Insurance	X			X	X
3	Subcontractor's Bond/Subguard	X			X	X
4	General Conditions costs estimated for this estimate are based starting Phase 2 starting in Aug 2020	X			X	X
5	Prevailing wage rates	X			X	X
6	Hazardous material abatement		X			
7	Design Fees (architectural, engineering and consultants)		X			
8	Building Permits and Plan Check Fees		X			
9	Utility Company fees (if any)		X			
10	Temporary utility consumption costs		X			
11	All Testing and Inspection		X			
12	Design Contingency		X			
13	Commissioning fees		X			
14	Governmental fees and assessments		X			
15	Site Security service guards		X			
16	LEED Certifications		X			
17	Saturday work and nighttime shutdowns are required as part of this project	X			X	X
DIVISION 2						
Site Construction						
1	Temporary dewatering wells	X			X	
1B	Permanent dewatering wells (3) piping and electrical	X				X
2	Erosion Control per SWPPP drawing 13 of 13 by Fuscoe and drawing EC-02 to EC-04 by Kimley & Horn	X			X	
3	Streep sweeping as required	X			X	X
4	Fence and gate materials manufactured by Greenfield Fence.	X				X
5	Fence height is at 6'-0"	X				X
6	Landscape at Multi-use trail consists of native wild flower hydroseed and mulch in lieu of plant material per LS-01	X				X
7	Irrigation system at Multi-use trail will be spray system in lieu of drip	X				X
8	SWPPP water sample testing if require is by SEJPA		X			
9	Soil import. Soil will be imported to site by the adjacent Caltrans project		X			
10	Shoring of adjacent Chorine Contact tank. Per RNT's design this is not required		X			
11	Pavers per 10/AS-404 based on slate tile installed over concrete base	X				X
12	Geogrid and gravel under building foundation		X			
DIVISION 3						
Concrete						
1	East building wall is Colored Concrete or sand blasting. All other building walls and site retaining walls to be standard grey concrete.	X				X
DIVISION 4						
Masonry						
1	Masonry at Trash yard	X				X
DIVISION 5						



San Elijo Joint Powers Authority-Administration Building & Multi Purpose Trails

Updated Aug 14 2020

The estimate, as presented, is based on the documents listed in the attached document list, with specific qualifications and clarifications.

		Included	Excluded		Phase 1	Phase 2
Metals						
1	All exterior galvanized steel to be field painted	X				X
DIVISION 6						
Wood & Plastics						
1	The gluelam dia-grid will be prefinished per specifications	X				X
2	The bullpen millwork is excluded		X			
DIVISION 7						
Thermal & Moisture Protection						
1	Fireproofing not required per the drawings		X			
2	Waterproofing at trailhead site walls not included		X			
3	Sheet waterproofing included at roof deck	X				X
4	2nd level roof deck pedestals and pavers		X			
DIVISION 8						
Doors & windows						
1	Interior storefront is clear anodized. Exterior alum storefront and curtainwall to have class 1 dark bronze anodized finish with 10 year warranty.	X				X
2	East exterior vertical shade baffles will be Arcadia-Flex system in lieu of the specified Aerofoil by Dexone	X				X
3	Office sliders doors 108A & 114A based on CRL LSWM6BS LAGUNA SERIES SLIDER	X				X
DIVISION 9						
Finishes						
1	Drywall level 4	X				X
2	Plaster dash finish typical and smooth finish at boardroom	X				X
3	Wood wall panel at Board Room are excluded		X			
4	Baffle ceiling at Hallway 1-None Shown on A-201		X			
5	Casework and countertops at Bullpen room #113		X			
6	Ceiling at kitchen area will be ACT-1 with flat installation in lieu of sloped design	X				X
7	Waterproofing at floor tile in wet areas	X				X
8	Accent wall tiles		X			
DIVISION 10						
Specialties						
1	Phenolic core toilet partitions with floor mounted and overhead braced	X				X
2	Electric hand dryer	X				X
3	(1) 30' tall Aluminum flag pole by Interstate Pole Industries	X				X
DIVISION 11						
Equipment						
1	Not Used		X			
DIVISION 12						
Furnishings						
1	Horizontal blinds at exterior windows		X			X
2	Interior window blinds		X			



San Elijo Joint Powers Authority-Administration Building & Multi Purpose Trails

Updated Aug 14 2020

The estimate, as presented, is based on the documents listed in the attached document list, with specific qualifications and clarifications.

		Included	Excluded		Phase 1	Phase 2
3	Lab casework, countertops and equipment for future Lab		X			
DIVISION 14 Elevator						
1	Elevator is based on OTIS elevator design. Travel distance: 13'-6" Capacity: 3,500 lbs No. of Stop: 3 ((2) fronts & (1) back)	X				X
2	Standard manufacturer elevator cab finish	X				X
DIVISION 15 Fire Protection						
1	Fire Protection	X				X
DIVISION 15 Plumbing						
1	Plumbing	X				X
DIVISION 15 HVAC						
1	HVAC	X				X
DIVISION 16 Electrical						
1	Infrastructure for EV Charging Stations	X				X
2	EV Charging Equipment		X			
3	An allowance of \$179,100 for low voltage system, that consists of security system, data/communication, card reader and intrusion system	X				X
4	Conduits for AV equipment	X				X
4	Audio/visual equipment and wiring is excluded		X			
6	PV System and Carports		X			
7	Concrete pad, conduits, feeders, ATS, and switchgear interface for future Generator	X				X
8	Generator		X			
VE/ALTERNATIVES INCLUDED IN GMP						
1	Delete geogrid and gravel under building	X				X
2	Alternative light fixture package VE included	X				X
3	VE changes per GMP-2 Addendum 1 dated Aug 14, 2020	X				X
4	Add piping wax tape and restraint joints per RFI #09	X				X
5	Unforeseen Conditions demolition from Phase #1 = \$12,425	X				X
OWNER ALLOWANCE INCLUDED IN GMP						
1	Recycled Water filling Station = \$20,000	X				X
2	Power Connection to Traffic Signal = \$15,000	X				X
3	Lunch Room Window = \$0 * funds transferred to Direct Costs	X				X
4	Audio Visual Equipment = \$0 *Scope by Owner	X				X
5	Plan Check Comment Revision = \$0 *Funds Used in Direct Costs based on rebid pricing on updated drawings.	X				X
6	Unforeseen conditions for Solana Beach FM = \$15,000	X				X

ATTACHMENT C.2-2
Schedule for Stage 2, Phase 2 Construction Services

See following pages

San Elijo Joint Powers Authority - June 2020 Update						Classic Schedule Layout				22-Jul-20 11:46						
Activity ID		Activity Name		Original Duration	Remaining Duration	Start	Finish	2020		2021		2022				
								Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1
San Elijo Joint Powers Authority - June 2020 Upda				775	320	14-Feb-20 A	21-Oct-21	21-Oct-21, San Elijo Joint Powers								
Milestones				368	310	04-May-20 A	21-Oct-21	21-Oct-21, Milestones								
Phase 1				121	0	04-May-20 A	29-Oct-20	29-Oct-20, Phase 1								
See Phase 1 Amendment																
Phase 2				0	0	03-Aug-20	03-Aug-20									
M0-120	SEJPA Issues NTP for Phase 2	0	0	19-Aug-20												
Multi-Use Path				73	73	04-Feb-21	19-May-21	19-May-21, Multi-Use Path								
M0-140	Completion Not Including Traffic Signal	0	0		04-Feb-21*	Completion Not Including Traffic Signal										
M0-150	Substantial Completion	0	0		21-Apr-21	Substantial Completion										
M0-160	Final Completion	0	0		19-May-21*	Final Completion										
Administration Building				31	31	08-Sep-21	21-Oct-21	21-Oct-21, Administration Building								
M0-170	Building Ready for Owner FF&E	0	0		08-Sep-21	Building Ready for Owner FF&E										
M0-180	Building Substantial Completion	0	0		23-Sep-21	Building Substantial Completion										
M0-190	Building Final Completion	0	0		21-Oct-21*	Building Final Completion										
Permits				436	0	14-Feb-20 A	29-May-20 A	29-May-20 A, Permits								
Multi-Use Path Grading				43	0	14-Feb-20 A	29-May-20 A	29-May-20 A, Multi-Use Path Grading								
P0-110	City Returns Grading Plans w/ Comments	0	0	14-Feb-20 A		City Returns Grading Plans w/ Comments										
P0-130	Civil Consultants Revise Per City Comments	10	0	17-Feb-20 A	17-Apr-20 A	Civil Consultants Revise Per City Comments										
P0-150	Second Submission to City and Issuance of Permit	10	0	20-Apr-20 A	29-May-20 A	Second Submission to City and Issuance of Permit										
Building Grading				436	0	14-Feb-20 A	29-May-20 A	29-May-20 A, Building Grading								
P0-100	City Returns Grading Plans w/ Comments	0	0	14-Feb-20 A		City Returns Grading Plans w/ Comments										
P0-120	Civil Consultants Revise Per City Comments	10	0	17-Feb-20 A	17-Apr-20 A	Civil Consultants Revise Per City Comments										
P0-140	Second Submission to City and Issuance of Permit	29	0	20-Apr-20 A	29-May-20 A	Second Submission to City and Issuance of Permit										
Weather Days				7	7	15-Sep-21	23-Sep-21	23-Sep-21, Weather Days								
W0-100	Weather Days	7	7	15-Sep-21	23-Sep-21	Weather Days										
Construction Support				210	180	05-May-20 A	05-Apr-21	05-Apr-21, Construction Support								
Phase 1				75	55	05-May-20 A	05-Oct-20	05-Oct-20, Phase 1								
Contractor Procurement				4	0	05-May-20 A	27-May-20 A	27-May-20 A, Contractor Procurement								
CS-110	Procure Survey & Pothole Trades	4	0	05-May-20 A	27-May-20 A	Procure Survey & Pothole Trades										
CS-100	Procure Early Start Trades	4	0	14-May-20 A	22-May-20 A	Procure Early Start Trades										
Site Utilities				28	0	19-May-20 A	25-Jun-20 A	25-Jun-20 A, Site Utilities								
CS-120	Develop Site Utility Submittals	3	0	19-May-20 A	20-May-20 A	Develop Site Utility Submittals										
CS-130	Site Utilities Submittal Review	3	0	20-May-20 A	10-Jun-20 A	Site Utilities Submittal Review										
CS-500	Procure Fittings	3	0	11-Jun-20 A	25-Jun-20 A	Procure Fittings										
Cleanout Reinforcement				30	4	19-May-20 A	23-Jul-20	23-Jul-20, Cleanout Reinforcement								
CS-150	Develop Reinforcement Submittal	10	0	19-May-20 A	02-Jun-20 A	Develop Reinforcement Submittal										
CS-160	Reinforcement Submittal Review	5	0	03-Jun-20 A	18-Jun-20 A	Reinforcement Submittal Review										
CS-180	Procure Reinforcement	4	4	20-Jul-20 A	23-Jul-20	Procure Reinforcement										
Cistern				50	55	08-Jun-20 A	05-Oct-20	05-Oct-20, Cistern								
CS-140	Develop Cistern Submittal	15	0	08-Jun-20 A	19-Jun-20 A	Develop Cistern Submittal										
CS-170	Cistern Submittal Review	10	0	22-Jun-20 A	30-Jun-20 A	Cistern Submittal Review										
CS-190	Cistern Procurement	50	55	06-Jul-20 A	05-Oct-20	Cistern Procurement										
Phase 2				210	180	01-Jun-20 A	05-Apr-21	05-Apr-21, Phase 2								
Remaining Level of Effort						Remaining Work						Milestone				
Actual Work						Critical Remaining Work						Summary				
Page 1 of 8						TASK filter: All Activities						© Oracle Corporation				

San Elijo Joint Powers Authority - June 2020 Update					Classic Schedule Layout				22-Jul-20 11:46															
Activity ID		Activity Name		Original Duration	Remaining Duration	Start	Finish	2020		2021		2022												
								Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1								
		Traffic Light		155	155	24-Aug-20	05-Apr-21	05-Apr-21, Traffic Light																
		CS-350	Develop Traffic Light Submittal	25	25	24-Aug-20	28-Sep-20	Develop Traffic Light Submittal																
		CS-360	Traffic Light Architect Review	5	5	29-Sep-20	05-Oct-20	Traffic Light Architect Review																
		CS-370	Traffic Light City Review	25	25	06-Oct-20	09-Nov-20	Traffic Light City Review																
		CS-400	Traffic Light Procurement	100	100	10-Nov-20	05-Apr-21	Traffic Light Procurement																
	Phase 1 Construction		111	73	01-Jun-20 A	29-Oct-20	29-Oct-20, Phase 1 Construction																	
	Mobilization		5	0	01-Jun-20 A	05-Jun-20 A	05-Jun-20 A, Mobilization																	
	MP-120	Install Site Fencing	3	0	01-Jun-20 A	02-Jun-20 A	Install Site Fencing																	
	MP-110	Setup PCL Office	5	0	01-Jun-20 A	03-Jun-20 A	Setup PCL Office																	
	MP-100	Survey & Pothole Site	2	0	04-Jun-20 A	05-Jun-20 A	Survey & Pothole Site																	
	Dewatering		27	0	15-Jun-20 A	17-Jul-20 A	17-Jul-20 A, Dewatering																	
	Dewatering Wells		27	0	15-Jun-20 A	17-Jul-20 A	17-Jul-20 A, Dewatering Wells																	
	PH1-1590	Potholed Site for Water Table	2	0	15-Jun-20 A	16-Jun-20 A	Potholed Site for Water Table																	
	PH1-1600	Coordinated 3EA Additional Wells	8	0	17-Jun-20 A	26-Jun-20 A	Coordinated 3EA Additional Wells																	
	PH1-1060	Rig Setup	1	0	29-Jun-20 A	29-Jun-20 A	Rig Setup																	
	PH1-1170	Install & Flush Wells	4	0	29-Jun-20 A	02-Jul-20 A	Install & Flush Wells																	
	PH1-1190	Draw Down Water Table	5	0	09-Jul-20 A	17-Jul-20 A	Draw Down Water Table																	
	Dewatering - Supplemental Utilities		18	0	29-Jun-20 A	09-Jul-20 A	09-Jul-20 A, Dewatering - Supplemental Utilities																	
	PH1-1070	Sawcut Discharge Trench	1	0	29-Jun-20 A	29-Jun-20 A	Sawcut Discharge Trench																	
	PH1-1100	Excavate Discharge Trench	1	0	29-Jun-20 A	08-Jul-20 A	Excavate Discharge Trench																	
	PH1-1140	Terminate Electrical at Skid	1	0	30-Jun-20 A	30-Jun-20 A	Terminate Electrical at Skid																	
	PH1-1120	Install Water Discharge Piping	1	0	06-Jul-20 A	08-Jul-20 A	Install Water Discharge Piping																	
	PH1-1130	Connect Wier Tank	1	0	08-Jul-20 A	09-Jul-20 A	Connect Wier Tank																	
	Sitework		103	73	03-Jun-20 A	29-Oct-20	29-Oct-20, Sitework																	
	Facility Entrance / Trailhead		28	31	15-Jul-20 A	31-Aug-20	31-Aug-20, Facility Entrance / Trailhead																	
	PH1-1200	Install SS Line Under (E) Culvert (At Trailhead)	5	5	15-Jul-20 A	24-Jul-20	Install SS Line Under (E) Culvert (At Trailhead)																	
	PH1-1230	Install Backflows / Hydrant	8	8	20-Aug-20	31-Aug-20	Install Backflows / Hydrant																	
	General		77	39	03-Jun-20 A	23-Sep-20	23-Sep-20, General																	
	PH1-1000	Relocate Existing Gate Power/Data	5	0	03-Jun-20 A	10-Jun-20 A	Relocate Existing Gate Power/Data																	
	PH1-1020	Demo / Clear & Grub Building Footprint / Concrete	3	0	18-Jun-20 A	22-Jun-20 A	Demo / Clear & Grub Building Footprint / Concrete																	
	PH1-1010	Demo (E) Pump Station & Partial Concrete Ditch	3	0	19-Jun-20 A	22-Jun-20 A	Demo (E) Pump Station & Partial Concrete Ditch																	
	PH1-1030	Escondido FM - Replace Partial Line (South End)	2	0	24-Jun-20 A	25-Jun-20 A	Escondido FM - Replace Partial Line (South End)																	
	PH1-1050	Escondido/Solana FM - Pothole & Verify POC	1	1	30-Jul-20	30-Jul-20	Escondido/Solana FM - Pothole & Verify POC																	
	PH1-1220	Escondido/Solana FM - Install New FM Lines	10	10	31-Jul-20	13-Aug-20	Escondido/Solana FM - Install New FM Lines																	
	PH1-1080	Escondido/Solana FM - Procure Fittings	5	5	31-Jul-20	06-Aug-20	Escondido/Solana FM - Procure Fittings																	
PH1-1260	Escondido/Solana FM - Shutdown & Cutover	1	1	14-Aug-20	14-Aug-20	Escondido/Solana FM - Shutdown & Cutover																		
PH1-1270	Escondido/Solana FM - Backfill Line	3	3	17-Aug-20	19-Aug-20	Escondido/Solana FM - Backfill Line																		
PH1-1340	Install SD Lines 20 - 25	10	10	10-Sep-20	23-Sep-20	Install SD Lines 20 - 25																		
Cistern Sitework		17	17	02-Oct-20	26-Oct-20	26-Oct-20, Cistern Sitework																		
PH1-1480	Excavate & Prep Grade	2	2	02-Oct-20	05-Oct-20	Excavate & Prep Grade																		
PH1-1490	Install Cistern (HMP-1) & Backfill	15	15	06-Oct-20	26-Oct-20	Install Cistern (HMP-1) & Backfill																		
PH1-1530	Connect SD to HMP-1	2	2	23-Oct-20	26-Oct-20	Connect SD to HMP-1																		
North Basin		8	8	20-Oct-20	29-Oct-20	29-Oct-20, North Basin																		
PH1-1510	Sawcut & Remove Curb / Asphalt	3	3	20-Oct-20	22-Oct-20	Sawcut & Remove Curb / Asphalt																		
PH1-1520	Install SD Line & Hydrodynamic Separator	5	5	23-Oct-20	29-Oct-20	Install SD Line & Hydrodynamic Separator																		
Building Sitework		22	22	17-Aug-20	16-Sep-20	16-Sep-20, Building Sitework																		
Pad Excavation		22	22	17-Aug-20	16-Sep-20	16-Sep-20, Pad Excavation																		
PH1-1330	Building - Excavate To Pad / Existing FM Lines	5	5	17-Aug-20	21-Aug-20	Building - Excavate To Pad / Existing FM Lines																		
<div><div></div> Remaining Level of Effort</div> <div><div></div> Actual Work</div>					<div><div></div> Remaining Work</div> <div><div></div> Critical Remaining Work</div> <div><div></div> Milestone</div> <div><div></div> Summary</div>					Page 3 of 8					TASK filter: All Activities					© Oracle Corporation				

San Elijo Joint Powers Authority - June 2020 Update						Classic Schedule Layout				22-Jul-20 11:46						
Activity ID		Activity Name		Original Duration	Remaining Duration	Start	Finish	2020				2021			2022	
								Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1
		PH1-1370	Building - Remove/Grout Abandoned FM Lines	5	5	24-Aug-20	28-Aug-20									
		PH1-1420	Building - Backfill & Complete Rough Grade of Bui	3	3	10-Sep-20	14-Sep-20									
		PH1-1440	Building - Certify Building Pad	2	2	15-Sep-20	16-Sep-20									
		Relocate RW Line		13	13	21-Aug-20	09-Sep-20									
		PH1-1090	RW Line - Pothole & Verify POC's	1	1	21-Aug-20	21-Aug-20									
		PH1-1150	RW Line - Procure Fittings	5	5	24-Aug-20	28-Aug-20									
		PH1-1300	RW Line - Install Line	5	5	31-Aug-20	04-Sep-20									
		PH1-1310	RW Line - Remove Existing Line	2	2	08-Sep-20	09-Sep-20									
		Pipe Culvert		65	65	23-Jun-20 A	19-Oct-20									
		Culvert Prep		20	20	23-Jun-20 A	14-Aug-20									
		PH1-1040	Remove Existing Culvert (South)	6	0	23-Jun-20 A	02-Jul-20 A									
		PH1-1210	Rough Grade & Install Base (Pre 7/17 Incident)	10	0	08-Jul-20 A	17-Jul-20 A									
		PH1-1550	Remove Water From Culvert From 7/17 Incident	2	2	20-Jul-20	21-Jul-20									
		PH1-1570	Regrade & Remediate Culvert (7/17 Incident)	10	10	22-Jul-20	04-Aug-20									
		PH1-1180	Install SS & FW Sleeves	3	3	27-Jul-20	29-Jul-20									
		PH1-1580	Remove Existing Culvert (North)	5	5	10-Aug-20	14-Aug-20									
		Cleanouts & Structures		58	56	21-Jul-20 A	08-Oct-20									
		PH1-1610	Grade & Base at Transition Structure	5	0	21-Jul-20 A	21-Jul-20 A									
		PH1-1240	FRP Cleanout Foundation (STA: 300)	3	3	22-Jul-20	24-Jul-20									
		PH1-1250	FRP Cleanout Walls & Lid (STA: 300)	5	5	27-Jul-20	31-Jul-20									
		PH1-1320	FRP Cleanout (STA: 303)	7	7	13-Aug-20	21-Aug-20									
		PH1-1390	FRP Cleanout (STA 309)	7	7	27-Aug-20	04-Sep-20									
		PH1-1430	FRP Channel Slope Extension / Wing Wall	15	15	08-Sep-20	28-Sep-20									
		PH1-1500	Install Railing	8	8	29-Sep-20	08-Oct-20									
		Pipe & Backfill		55	55	03-Aug-20	19-Oct-20									
		PH1-1280	Install HDPE Pipes (STA: 300 to 305)	10	10	03-Aug-20	14-Aug-20									
		PH1-1350	Place Slurry/Base (STA: 300 to 305)	5	5	17-Aug-20	21-Aug-20									
		PH1-1360	Install HDPE Pipes - (STA: 305 to 310)	10	10	17-Aug-20	28-Aug-20									
		PH1-1380	Adjust Exising Utility Structures to Grade	5	5	24-Aug-20	28-Aug-20									
		PH1-1410	Install HDPE Pipes (STA: 310 to Completion)	10	10	31-Aug-20	14-Sep-20									
		PH1-1400	Place Slurry - (STA: 305+0.00 to Completion)	5	5	15-Sep-20	21-Sep-20									
		PH1-1450	Place Base	10	10	22-Sep-20	05-Oct-20									
		PH1-1460	Clear & Grub North Multi Use Trail	3	3	01-Oct-20	05-Oct-20									
		PH1-1470	Backfill & Rough Grade	10	10	06-Oct-20	19-Oct-20									
		Phase 2 Construction		253	253	15-Sep-20	14-Sep-21									
		Sitework		91	91	15-Sep-20	25-Jan-21									
		General Site		18	18	15-Sep-20	08-Oct-20									
		SW-100	Demo / Clear & Grub	3	3	15-Sep-20	17-Sep-20									
		SW-110	Survey for Rough Grading	1	1	18-Sep-20	18-Sep-20									
		SW-120	Rough Grade Site	4	4	21-Sep-20	24-Sep-20									
		SW-130	Install FW Line & Hydrant	10	10	25-Sep-20	08-Oct-20									
		Building Sitework		48	48	13-Nov-20	25-Jan-21									
		SW-140	Install Adjacent SD & SS	10	10	13-Nov-20	30-Nov-20									
		SW-150	Backfill Foundation Walls	6	6	18-Jan-21	25-Jan-21									
		Foundations & Building Structure		95	95	29-Sep-20	12-Feb-21									
		BS-100	Install Deep Utilities Under Footing / Encase	5	5	29-Sep-20	05-Oct-20									
		BS-110	FRP Footings / Elevator Pit	15	15	06-Oct-20	26-Oct-20									
<div><div></div> Remaining Level of Effort</div> <div><div></div> Remaining Work</div> <div><div></div> Actual Work</div> <div><div></div> Critical Remaining Work</div>						Page 4 of 8						TASK filter: All Activities				
												© Oracle Corporation				

San Elijo Joint Powers Authority - June 2020 Update					Classic Schedule Layout										22-Jul-20 11:46								
Activity ID		Activity Name	Original Duration	Remaining Duration	Start	Finish	2020				2021				2022								
							Q1		Q2		Q3		Q4		Q1		Q2		Q3		Q4		Q1
<div></div>	BS-120	FRP Foundation Wall - Pour #1	7	7	27-Oct-20	04-Nov-20								<div></div> FRP Foundation Wall - Pour #1									
	BS-140	FRP Foundation Wall - Pour #2	7	7	04-Nov-20	12-Nov-20								<div></div> FRP Foundation Wall - Pour #2									
	BS-150	Install Underslab MEPFP	7	7	05-Nov-20	13-Nov-20								<div></div> Install Underslab MEPFP									
	BS-160	Foundation Wall Cure	10	10	13-Nov-20	30-Nov-20								<div></div> Foundation Wall Cure									
	BS-180	Waterproof Foundation Walls & Inspect	5	5	13-Nov-20	19-Nov-20								<div></div> Waterproof Foundation Walls & Inspect									
	BS-190	Place Sand / Vapor Barrier	5	5	16-Nov-20	20-Nov-20								<div></div> Place Sand / Vapor Barrier									
	BS-200	FRP Slab on Grade	5	5	23-Nov-20	01-Dec-20								<div></div> FRP Slab on Grade									
	BS-220	Install Structural Steel and Decking	15	15	03-Dec-20	23-Dec-20								<div></div> Install Structural Steel and Decking									
	BS-240	Level 2 SOMD MEPFP Deck Inserts	5	5	24-Dec-20	31-Dec-20								<div></div> Level 2 SOMD MEPFP Deck Inserts									
	BS-250	FRP Level 2 SOMD	5	5	04-Jan-21	08-Jan-21								<div></div> FRP Level 2 SOMD									
	BS-260	Install Roof Penetrations/Curbs	10	10	11-Jan-21	22-Jan-21								<div></div> Install Roof Penetrations/Curbs									
	BS-270	SOMD Deck Cure	5	5	11-Jan-21	15-Jan-21								<div></div> SOMD Deck Cure									
	BS-280	Roof Building	15	15	25-Jan-21	12-Feb-21								<div></div> Roof Building									
	Radius Retaining Wall		33	33	27-Oct-20	14-Dec-20								<div></div> 14-Dec-20, Radius Retaining Wall									
	BS-130	FRP Retaining Wall #1 & #2 Footing	5	5	27-Oct-20	02-Nov-20								<div></div> FRP Retaining Wall #1 & #2 Footing									
	BS-170	FRP Retaining Wall #1 & #2	8	8	13-Nov-20	24-Nov-20								<div></div> FRP Retaining Wall #1 & #2									
	BS-210	Install Waterproofing / Retaining Wall Drainage	8	8	25-Nov-20	08-Dec-20								<div></div> Install Waterproofing / Retaining Wall Drainage									
	BS-230	Backfill / Grade Radius Drive Aisle	4	4	09-Dec-20	14-Dec-20								<div></div> Backfill / Grade Radius Drive Aisle									
	Exteriors Building Envelope		115	115	26-Jan-21	08-Jul-21								<div></div> 08-Jul-21, Exteriors Building Envelope									
	EE-100	Install Scaffolding	7	7	26-Jan-21	03-Feb-21								<div></div> Install Scaffolding									
	EE-110	Frame Exterior Walls	20	20	04-Feb-21	04-Mar-21								<div></div> Frame Exterior Walls									
	EE-120	Densglass Exterior	15	15	05-Mar-21	25-Mar-21								<div></div> Densglass Exterior									
	EE-130	Lath/Plaster Exterior	25	25	26-Mar-21	29-Apr-21								<div></div> Lath/Plaster Exterior									
	EE-140	Install Exterior Metal Panel System	15	15	30-Apr-21	20-May-21								<div></div> Install Exterior Metal Panel System									
	EE-150	Dismantle Scaffolding - North / West Elevation	3	3	30-Apr-21	04-May-21								<div></div> Dismantle Scaffolding - North / West Elevation									
	EE-160	Install Glazing System	20	20	07-May-21	04-Jun-21								<div></div> Install Glazing System									
	EE-170	Install Exterior Fins	10	10	07-Jun-21	18-Jun-21								<div></div> Install Exterior Fins									
	EE-180	Install Exterior Building Lighting	5	5	21-Jun-21	25-Jun-21								<div></div> Install Exterior Building Lighting									
	EE-190	Install Building Signage	5	5	28-Jun-21	02-Jul-21								<div></div> Install Building Signage									
	EE-200	Dismantle Scaffolding - South / East Elevation	3	3	06-Jul-21	08-Jul-21								<div></div> Dismantle Scaffolding - South / East Elevation									
	Interior Rough-ins & Finishes		169	169	11-Jan-21	08-Sep-21								<div></div> 08-Sep-21, Interior Rough-ins & Finishes									
	First Floor Interiors		149	149	11-Jan-21	10-Aug-21								<div></div> 10-Aug-21, First Floor Interiors									
	IF-100	Lay-Out Interior Walls	2	2	11-Jan-21	12-Jan-21								<div></div> Lay-Out Interior Walls									
	IF-110	Install Overhead MEPFP	20	20	13-Jan-21	09-Feb-21								<div></div> Install Overhead MEPFP									
	IF-140	Frame Interior Walls	12	12	03-Feb-21	19-Feb-21								<div></div> Frame Interior Walls									
	IF-160	Rough-In MEP Walls	10	10	12-Feb-21	26-Feb-21								<div></div> Rough-In MEP Walls									
	IF-170	First Side Drywall	7	7	22-Feb-21	02-Mar-21								<div></div> First Side Drywall									
	IF-190	Insulate Walls	2	2	03-Mar-21	04-Mar-21								<div></div> Insulate Walls									
	IF-200	Two Side Drywall	7	7	05-Mar-21	15-Mar-21								<div></div> Two Side Drywall									
	IF-220	Frame Ceilings	4	4	16-Mar-21	19-Mar-21								<div></div> Frame Ceilings									
	IF-250	Rough-In Ceilings	3	3	22-Mar-21	24-Mar-21								<div></div> Rough-In Ceilings									
	IF-260	Drywall Ceilings	3	3	25-Mar-21	29-Mar-21								<div></div> Drywall Ceilings									
	IF-270	Tape/Finish Drywall	12	12	30-Mar-21	14-Apr-21								<div></div> Tape/Finish Drywall									
	IF-320	Prime/First Coat Paint	7	7	15-Apr-21	23-Apr-21								<div></div> Prime/First Coat Paint									
	IF-330	Install Ceiling Grid	5	5	26-Apr-21	30-Apr-21								<div></div> Install Ceiling Grid									
	IF-350	Install Ceiling Grid Finishes	5	5	03-May-21	07-May-21								<div></div> Install Ceiling Grid Finishes									
	IF-360	Install Casework	15	15	10-May-21	28-May-21								<div></div> Install Casework									

Remaining Level of Effort Actual Work Remaining Work Critical Remaining Work Milestone Summary

Page 5 of 8

TASK filter: All Activities

© Oracle Corporation

San Elijo Joint Powers Authority - June 2020 Update				Classic Schedule Layout								22-Jul-20 11:46			
Activity ID	Activity Name	Original Duration	Remaining Duration	Start	Finish	2020				2021				2022	
						Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	
<div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div>	HS-440	Install Planter Walls	8	8	29-Jul-21	09-Aug-21									<div></div> Install Planter Walls
	HS-450	Install Base / Site Concrete / Pavers	8	8	10-Aug-21	19-Aug-21									<div></div> Install Base / Site Concrete / Pavers
	Paving Area 7		10	10	17-Aug-21	30-Aug-21									<div></div> 30-Aug-21, Paving Area 7
	HS-460	Install Curb / Gutter	3	3	17-Aug-21	19-Aug-21									<div></div> Install Curb / Gutter
	HS-480	Place Base	3	3	20-Aug-21	24-Aug-21									<div></div> Place Base
	HS-490	Place PCC / AC Paving	4	4	25-Aug-21	30-Aug-21									<div></div> Place PCC / AC Paving
	Multi-Use Path Construction		66	66	20-Oct-20	25-Jan-21									<div></div> 25-Jan-21, Multi-Use Path Construction
	Fence		26	26	20-Oct-20	24-Nov-20									<div></div> 24-Nov-20, Fence
	MU-110	Install Fencing (STA: 30+00 to STA: 42+00)	15	15	20-Oct-20	09-Nov-20									<div></div> Install Fencing (STA: 30+00 to STA: 42+00)
	MU-130	Install Retaining Wal / Continuous Footing	15	15	21-Oct-20	10-Nov-20									<div></div> Install Retaining Wall / Continuous Footing
	MU-160	Install Fencing (STA: 22+00 to STA: 30+00)	10	10	11-Nov-20	24-Nov-20									<div></div> Install Fencing (STA: 22+00 to STA: 30+00)
	Bike/Walk Path		66	66	20-Oct-20	25-Jan-21									<div></div> 25-Jan-21, Bike/Walk Path
	MU-100	Survey Walk/Bike Trail Grading	1	1	20-Oct-20	20-Oct-20									<div></div> Survey Walk/Bike Trail Grading
	MU-120	Install Underground Electrical / Footings	10	10	21-Oct-20	03-Nov-20									<div></div> Install Underground Electrical / Footings
	MU-140	Install Light Poles	5	5	04-Nov-20	10-Nov-20									<div></div> Install Light Poles
	MU-150	Fine Grade Walk/Bike Trail	4	4	11-Nov-20	16-Nov-20									<div></div> Fine Grade Walk/Bike Trail
	MU-170	Install Headers, 6" Base & Asphalt Paving	20	20	25-Nov-20	24-Dec-20									<div></div> Install Headers, 6" Base & Asphalt Paving
	MU-180	Install Irrigation & Landscaping	20	20	11-Dec-20	11-Jan-21									<div></div> Install Irrigation & Landscaping
	MU-190	Install Decomposed Granite	10	10	18-Dec-20	04-Jan-21									<div></div> Install Decomposed Granite
	MU-200	Punch List	10	10	12-Jan-21	25-Jan-21									<div></div> Punch List
Project Closeout		128	128	22-Apr-21	21-Oct-21										<div></div> 21-Oct-21, Project Closeout
PC-100	Multi Use Path - Submit O&M's, As-Builts, Warrar	20	20	22-Apr-21	19-May-21										<div></div> Multi Use Path - Submit O&M's, As-Builts, Warranties, Etc.
PC-110	Building - Submit O&M's, As-Builts, Warranties, E	20	20	24-Sep-21	21-Oct-21										<div></div> Building - Submit O&M's, As-Built
<div></div> Remaining Level of Effort <div></div> Remaining Work <div></div> Actual Work <div></div> Critical Remaining Work				Page 8 of 8								TASK filter: All Activities			
												© Oracle Corporation			

ATTACHMENT D.2-2

Schedule of Installment Payments for Stage 2, Phase 2 Construction Services and GMP-2 Amount and Summary Breakdown


ATTACHMENT D.2-2		
Schedule of Installment Payments for Phase 2 Construction Services: GMP-2		
Payment #	Payment Date	Lease Amount
1	Wednesday, September 30, 2020	\$976,612
2	Friday, October 30, 2020	\$976,612
3	Monday, November 30, 2020	\$976,612
4	Thursday, December 31, 2020	\$976,612
5	Sunday, January 31, 2021	\$976,612
6	Sunday, February 28, 2021	\$976,612
7	Wednesday, March 31, 2021	\$976,612
8	Friday, April 30, 2021	\$976,612
9	Sunday, May 30, 2021	\$976,612
10	Wednesday, June 30, 2021	\$976,612
11	Saturday, July 31, 2021	\$976,612
12	Tuesday, August 31, 2021	\$976,612
13	Thursday, September 30, 2021	\$976,612
Final Payment	Final Completion - 2-part payment per General Conditions Article 14.3	\$976,612
	Total	\$13,672,563
	GMP-2 Contract amount	13,672,563

ATTACHMENT E-2
Stage 2, Phase 2 Workers' Compensation Insurance Certificate

Sections 1860 and 1861 of the California Labor Code require every contractor to whom a public works contract is awarded to sign and file with the awarding body the following statement:

"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 to undertake self-insurance in accordance with provisions of that Code, and I will comply with such provisions before commencing the performance of the Work of this Contract."

Dated: 08/18/2020

By: 
President
Title: _____

[End of Workers' Compensation Insurance Certificate]

ATTACHMENT F-2

Stage 2, Phase 2 Designation of Subcontractors

Subcontractor	Trade	Business License	Expiration	DIR	Expiration
Keller North America, Inc.	Dewatering System	482246	11/30/2021	1000006388	6/30/2022
Adkan Engineers	Surveying	NA	NA	1000001712	6/30/2021
Ground Service Technology, Inc.	SWPPP	847034	9/30/2020	1000008918	6/30/2021
Pacific Coast Cleaning, Inc.	FINAL CLEANUP	830651	11/30/2021	1000007074	6/30/2022
Sierra Pacific West, Inc.	DEMOLITION	597852	7/31/2022	1000003683	6/30/2021
Ahrens Mechanical	SITE UTILITIES	957287	2/28/2021	1000000554	6/30/2022
Minegar Concrete Inc	SITE CONCRETE	1002276	3/31/2021	1000029244	6/30/2021
RAP	ASPHALT PAVING & PAVEMENT MARKING	880956	6/30/2021	1000002968	6/30/2022
Dreamscape	LANDSCAPING/SITE FURNISHING/DG PAVING	715757	11/30/2021	1000039620	6/30/2021
Greenfield Fence Inc	FENCES & GATES	568973	3/31/2021	1000002047	6/30/2023
PSSI	CONCRETE & REINFORCING STEEL	427349	7/31/2021	1000004388	6/30/2023
PSG	REINFORCING STEEL	997880	10/31/2020	1000004101	6/30/2021
New Dimension	MASONRY	630794	10/31/2021	1000001513	6/30/2022
West Coast Iron	STRUCTURAL STEEL & MSIC METAL	574017	7/31/2021	1000000414	6/30/2022
PVI	WOODWORK & CASEWORK	924362	10/31/2020	1000002597	6/30/2021
Angelus Waterproofing	WATERPROOFING & PEDESTAL PAVER	461100	8/31/2022	1000006870	6/30/2021
Buxcon	FLASHING & SHEET METAL & TUBULAR SKYLIGHTS	831448	1/31/2022	1000000401	6/30/2021
Golden State Roofing	ROOF	941468	12/31/2021	1000001624	6/30/2023
CMS	DOORS, FRAMES & HARDWARE	871262	9/30/2020	1000005814	6/30/2021
Sun Pacific Glazing	GLASS & GLAZING	777178	9/30/2020	1000013937	6/30/2022
Inland Overhead	SECTIONAL OVERHEAD DOOR	492369	5/31/2022	1000017098	6/30/2021
Nevell Group	PLASTER & DRYWALL & INSULATION	816857	1/31/2021	1000000074	6/30/2022
Inland Pacific*	TILE	780298	6/30/2022	1000000911	6/30/2022
Advanced Acoustic Contractors Inc	ACOUSTICAL CEILING	797369	7/31/2021	1000006647	6/30/2023
Howard Rug	FLOORING	592207	4/30/2022	1000019976	6/30/2021
Vasquez	PAINT	560999	8/31/2021	1000002710	6/30/2021
Surfacing Solutions	POLISHED CONCRETE FLOOR	555537	8/31/2020	1000008158	6/30/2022
Stumbaugh	TOILET PARTITIONS & ACC & LOCKER	288724	4/30/2022	1000004145	6/30/2022
Clear Signs	SIGNAGE	745954	2/28/2022	1000008174	6/30/2021
Otis	ELEVATOR	7031	11/30/2021	1000003571	6/30/2021
Jackson & Blanc	PLUMBING & HVAC	188961	9/30/2020	1000003943	6/30/2022
Arrow Automatic	FIRE PROTECTION	422176	5/31/2022	1000011841	6/30/2021
Morrow-Meadows Corporation	ELECTRICAL & LOW VOLTAGE	230813	6/30/2022	1000000078	6/30/2021
HMS	TRAFFIC SIGNAL	765590	7/31/2021	1000000923	6/30/2022

ATTACHMENT G-2
Stage 2, Phase 2 Performance Bond

BOND NO. 6356509, 107272887, K40195269

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS: That

WHEREAS, the San Elijo Joint Powers Authority (SEJPA)
(hereinafter designated as OWNER) on August 12 20 20
awarded to PCL Construction Services PCL Construction a Joint Venture
(hereinafter designated as the PRINCIPAL) a contract for the work described as follows: San Elijo Water Reclamation Building and Site Improvements Project, Stage 2, Phase 2, GMP-2 Amendment

WHEREAS, said Principal is required under the terms of said contract to furnish a bond for the faithful performance of said contract; San Elijo Water Reclamation Building and Site Improvements Project, Stage 2, Phase 2, GMP-2 Amendment

NOW THEREFORE, We, the Principal and Fidelity and Deposit Company of Maryland,
Travelers Casualty and Surety Company of America, Federal Insurance Company

as Surety, are held and firmly bound unto the OWNER in the penal sum of Thirteen Million Six Hundred Seventy Two Thousand Five Hundred Sixty Three and 00/100

Dollars (\$ 13,672,563.00) lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT if the above bounden Principal, his or its hers, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements, in the said contract and any alteration thereof made as therein provided, on his or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the OWNER, its officers and agents, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and virtue and Principal and Surety, in the event suit is brought on this bond, will pay to OWNER such reasonable attorneys' fees and costs as shall be fixed by the court.


As a condition precedent to the satisfactory completion of the Contract, the above obligation in the said amount shall remain in effect for a period of one (1) year after the date of final payment by the OWNER of the Work undertaken pursuant to the Contract, during which time if the above bounden Principal, his or its heirs, executors, administrators, successors, or assigns shall fail to make full, complete, and satisfactory repair and replacements or totally protect the OWNER from loss of damage made evident during said period of one year from the date of acceptance of the Work, and resulting from or caused by defective materials and/or faulty workmanship in the prosecution of the work done, the above obligation in the said amount shall remain in full force and effect. However, notwithstanding anything in this paragraph to the contrary, the obligation of the

Surety hereunder shall continue in effect so long as any obligation of the Principal remains.

And the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the Work to be performed thereunder or the specifications accompany the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or additions to the terms of the contract or to the Work or to the specifications. The Surety hereby waives the provisions of Sections 2819 and 2845 of the Civil Code of the State of California.

As a part of the obligation secured hereby and in addition to the amount specified therefor, Surety shall pay all costs and reasonable expenses and fees, including reasonable attorneys' fees and court costs, incurred by OWNER in successfully enforcing any and all obligations, hereunder all to be taxed as costs and included in any judgment rendered.

IN WITNESS WHEREOF, 1 identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named, on the 14th day of August A.D. 2020.

(Seal)	<div><div>Principal</div><div>See Attachment "A"</div><div>Signature for Principal</div><div>Title</div></div>
(Seal)	<div><div>Fidelity and Deposit Company of Maryland</div><div>Surety Travelers Casualty and Surety Company of America</div><div>Federal Insurance Company</div><div></div><div>Signature for Surety Susan A. Welsh</div><div>Attorney-in-Fact</div><div>Title</div></div>

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

Notary Public

NOTE:

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

Page 13 of 17

Attachment "A"

To be attached to and form part of
Performance Bond # 6356509, 107272887, K40195269
for

San Elijo Water Reclamation Building and Site Improvements Project,
Stage 2, Phase 2, GMP-2 Amendment

Signed, sealed and dated on this 14th day of August, 2020.

**PCL Construction Services PCL Construction a Joint Venture,
as represented by PCL Construction Services, Inc.**



Principal Signature

**PCL Construction Services PCL Construction a Joint Venture,
as represented by PCL Construction, Inc.**



Principal Signature

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

State of Illinois

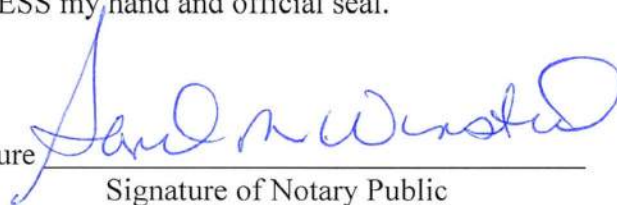
County of Cook

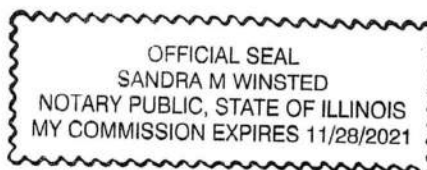
On 14th day of August, 2020, before me, Sandra M. Winsted, Notary Public, personally appeared Susan A. Welsh who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature


Signature of Notary Public



**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by **Robert D. Murray, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Sandra M. WINSTED, Diane M. O'LEARY, Susan A. WELSH, Judith A. LUCKY-EFTIMOV, James B. MCTAGGART, Debra J. DOYLE, Sandra M. NOWAK, Jessica B. DEMPSEY, Christina L. SANDOVAL, Kristin L. HANNIGAN and Samantha CHIERICI, all of Chicago, Illinois**, EACH, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland, and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland, in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 8th day of April, A.D. 2020.



**ATTEST:
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

A handwritten signature in dark ink, appearing to read 'Robert D. Murray', is written over a horizontal line.

By: *Robert D. Murray*
Vice President

A handwritten signature in dark ink, appearing to read 'Dawn E. Brown', is written over a horizontal line.

By: *Dawn E. Brown*
Secretary

**State of Maryland
County of Baltimore**

On this 8th day of April, A.D. 2020, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



A handwritten signature in dark ink, appearing to read 'Constance A. Dunn', is written over a horizontal line.

Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2023

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by **Robert D. Murray, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Sandra M. WINSTED, Diane M. O'LEARY, Susan A. WELSH, Judith A. LUCKY-EFTIMOV, James B. MCTAGGART, Debra J. DOYLE, Sandra M. NOWAK, Jessica B. DEMPSEY, Christina L. SANDOVAL, Kristin L HANNIGAN and Samantha CHIERICI, all of Chicago, Illinois**, EACH, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland, and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland, in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 8th day of April, A.D. 2020.



ATTEST:
**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

By: Robert D. Murray
Vice President

By: Dawn E. Brown
Secretary

**State of Maryland
County of Baltimore**

On this 8th day of April, A.D. 2020, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2023



Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Susan A. Welsh** of **Chicago** Illinois, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **3rd** day of **February**, 2017.



State of Connecticut

City of Hartford ss.

By: _____

Robert L. Raney
Robert L. Raney, Senior Vice President

On this the **3rd** day of **February**, 2017, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, 2021



Marie C. Tetreault
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this

14 day of *August* 2020



Kevin E. Hughes
Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.

Power of Attorney

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company

Westchester Fire Insurance Company | ACE American Insurance Company

Know All by These Presents, that **FEDERAL INSURANCE COMPANY**, an Indiana corporation, **VIGILANT INSURANCE COMPANY**, a New York corporation, **PACIFIC INDEMNITY COMPANY**, a Wisconsin corporation, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** corporations of the Commonwealth of Pennsylvania, do each hereby constitute and appoint **Samantha Chierici, Jessica B. Dempsey, Debra J. Doyle, Derek J. Elston, Kristin L. Hannigan, Jennifer L. Jakaitis, Andrew Marks, James B. McTaggart, Judith A. Lucky-Eftimov, Sandra M. Nowak, Diane M. O'Leary, Nicholas Pantazis, Christina L. Sandoval, Bartlomiej Siepierski, Christopher P. Troha, Aerie Walton, Susan A. Welsh and Sandra M. Winsted** of Chicago, Illinois

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** have each executed and attested these presents and affixed their corporate seals on this 16th day of **January, 2020**.

Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

Stephen M. Haney

Stephen M. Haney, Vice President



STATE OF NEW JERSEY
County of Hunterdon

SS.

On this 16th day of **January, 2020** before me, a Notary Public of New Jersey, personally came **Dawn M. Chloros** and **Stephen M. Haney**, to me known to be Assistant Secretary and Vice President, respectively, of **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY**, the companies which executed the foregoing Power of Attorney, and the said **Dawn M. Chloros** and **Stephen M. Haney**, being by me duly sworn, severally and each for herself and himself did depose and say that they are Assistant Secretary and Vice President, respectively, of **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** and know the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that their signatures as such officers were duly affixed and subscribed by like authority.

Notarial Seal



KATHERINE J. ADELAAR
NOTARY PUBLIC OF NEW JERSEY
No. 2316685
Commission Expires July 16, 2024

Katherine J. Adelaar

Notary Public

CERTIFICATION

Resolutions adopted by the Boards of Directors of **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY** on August 30, 2016; **WESTCHESTER FIRE INSURANCE COMPANY** on December 11, 2006; and **ACE AMERICAN INSURANCE COMPANY** on March 20, 2009:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, **Dawn M. Chloros**, Assistant Secretary of **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** (the "Companies") do hereby certify that

- (i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
- (ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this

8/14/2020



Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:

Telephone (908) 903-3493

Fax (908) 903-3656

e-mail: surety@chubb.com

ATTACHMENT H-2
Stage 2, Phase 2 Payment Bond

BOND NO. 6356509, 107272887, K40195269

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: That

WHEREAS, the PCL Construction Services PCL Construction a Joint Venture
(hereinafter designated as OWNER) on August 12 20 20
awarded to PCL Construction Services PCL Construction a Joint Venture
(hereinafter designated as the PRINCIPAL) a contract for the work described as follows: San Elijo Water Reclamation Building and Site Improvements Project, Stage 2, Phase 2, GMP-2 Amendment

WHEREAS, said Principal is required by California Civil Code section 9550 to furnish a bond in connection with said contract;

NOW THEREFORE, We, the Principal and Fidelity and Deposit Company of Maryland,
Travelers Casualty and Surety Company of America, Federal Insurance Company

as Surety, are held and firmly bound unto the OWNER in the penal sum of Thirteen Million Six Hundred Seventy Two Thousand Five Hundred Sixty Three and 00/100
Dollars (\$ 13,672,563.00) lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT if said principal, hers/his/its subcontractors, heirs, executors, administrators, successors, or assigns, shall fail to pay any of the persons named in Section 9554 of the California Civil Code, or amounts due under the Unemployment Insurance Code with respect to work or labor performed under the contract, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the contractor and subcontractors pursuant to Section 13020 of the Unemployment Insurance Code with respect to the work and labor, the surety or sureties will pay for the same in an amount not exceeding the sum hereinabove specified, and also, in case suit is brought upon this bond, a reasonable attorney's fee, to be fixed by the court.

This Bond shall inure to the benefit of any of the persons named in Section 9554 of the California Civil Code, so as to give a right of action to such persons or their assigns in any suit brought upon this bond.

It is further stipulated and agreed that the Surety on this bond shall not be exonerated or released from the obligation of this bond by any change, extension of time for performance, addition, alteration or modification in, to, or of any contract, Plans, specifications, or agreement pertaining or relating to any scheme or work of improvement hereinabove described or pertaining or relating to the furnishing of labor, materials, or equipment therefor, nor by any change or modification of any terms of payment or extension of the time for any payment pertaining or

relating to any scheme or work of improvement hereinabove described, nor by any rescission or attempted rescission of the contract, agreement or bond, nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement or under the bond, nor by any fraud practiced by any person other than the claimant seeking to recover on the bond and that his bond be construed most strongly against the surety and in favor of all persons for whose benefit such bond is given, by reason of any breach of contract between the OWNER and CONTRACTOR or on the part of any obligee named in such bond, but the sole conditions of recovery shall be that claimant is a person described in Section 9554 of the California Civil Code, and has not been paid the full amount of his claim and that Surety does hereby waive notice of any such change, extension of time, addition, alteration or modification herein mentioned. The Surety hereby waives the provisions of Sections 2819 and 2845 of the Civil Code of the State of California.

This bond shall remain in full force and effect for one year after the date of final payment under the Contract, unless otherwise provided by law.

IN WITNESS WHEREOF this instrument has been duly executed by the Principal and Surety above named, on the 14th day of August, 2020

(Seal)	<u>Principal</u> See Attachment "B" <hr/> Signature for Principal Title
(Seal)	<u>Fidelity and Deposit Company of Maryland</u> <u>Surety</u> <u>Travelers Casualty and Surety Company of America</u> <u>Federal Insurance Company</u>  Signature for Surety Title Susan A. Welsh Attorney-in-Fact

CALIFORNIA ALL PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA)
) SS:
COUNTY OF _____)

On _____, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Notary Public

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

Notary Public

Page 17 of 17

Attachment "B"

To be attached to and form part of
Payment Bond # 6356509, 107272887, K40195269
for

San Elijo Water Reclamation Building and Site Improvements Project,
Stage 2, Phase 2, GMP-2 Amendment

Signed, sealed and dated on this 14th day of August, 2020.

**PCL Construction Services PCL Construction a Joint Venture,
as represented by PCL Construction Services, Inc.**



Principal Signature

**PCL Construction Services PCL Construction a Joint Venture,
as represented by PCL Construction, Inc.**



Principal Signature

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

State of Illinois

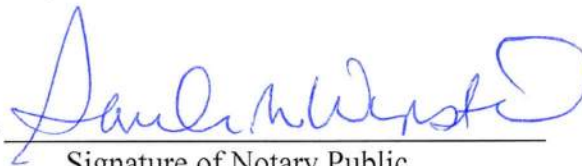
County of Cook

On 14th day of August, 2020, before me, Sandra M. Winsted, Notary Public, personally appeared Susan A. Welsh who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

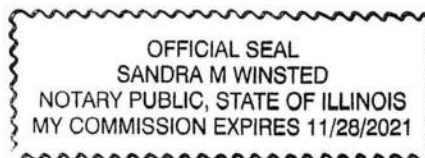
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature



Signature of Notary Public



**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by **Robert D. Murray, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Sandra M. WINSTED, Diane M. O'LEARY, Susan A. WELSH, Judith A. LUCKY-EFTIMOV, James B. MCTAGGART, Debra J. DOYLE, Sandra M. NOWAK, Jessica B. DEMPSEY, Christina L. SANDOVAL, Kristin L HANNIGAN and Samantha CHIERICI, all of Chicago, Illinois**, EACH, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland, and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland, in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 8th day of April, A.D. 2020.



ATTEST:
**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

By: *Robert D. Murray*
Vice President

By: *Dawn E. Brown*
Secretary

**State of Maryland
County of Baltimore**

On this 8th day of April, A.D. 2020, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2023

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Secretary of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 14 day of August 2020



Brian M. Hodges

By: Brian M. Hodges
Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
www.reportsfclaims@zurichna.com
800-626-4577



Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Susan A. Welsh** of **Chicago** Illinois, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.


IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **3rd** day of **February**, 2017.



State of Connecticut

City of Hartford ss.

By:



Robert L. Raney, Senior Vice President

On this the **3rd** day of **February**, 2017, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, 2021




Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this

14 day of **August** 2020




Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.

Power of Attorney

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company
Westchester Fire Insurance Company | ACE American Insurance Company

Know All by These Presents, that FEDERAL INSURANCE COMPANY, an Indiana corporation, VIGILANT INSURANCE COMPANY, a New York corporation, PACIFIC INDEMNITY COMPANY, a Wisconsin corporation, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY corporations of the Commonwealth of Pennsylvania, do each hereby constitute and appoint Samantha Chierici, Jessica B. Dempsey, Debra J. Doyle, Derek J. Elston, Kristin L. Hannigan, Jennifer L. Jakaitis, Andrew Marks, James B. McTaggart, Judith A. Lucky-Eftimov, Sandra M. Nowak, Diane M. O'Leary, Nicholas Pantazis, Christina L. Sandoval, Bartłomiej Siepierski, Christopher P. Troha, Aerie Walton, Susan A. Welsh and Sandra M. Winsted of Chicago, Illinois

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY have each executed and attested these presents and affixed their corporate seals on this 16th day of January, 2020.

Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

Stephen M. Haney

Stephen M. Haney, Vice President



STATE OF NEW JERSEY

County of Hunterdon

SS.

On this 16th day of January, 2020 before me, a Notary Public of New Jersey, personally came Dawn M. Chloros and Stephen M. Haney, to me known to be Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros and Stephen M. Haney, being by me duly sworn, severally and each for herself and himself did depose and say that they are Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY and know the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that their signatures as such officers were duly affixed and subscribed by like authority.

Notarial Seal



KATHERINE J. ADELAAR
NOTARY PUBLIC OF NEW JERSEY
No. 2316685
Commission Expires July 16, 2024

Katherine J. Adelaar

Notary Public

CERTIFICATION

Resolutions adopted by the Boards of Directors of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY on August 30, 2016; WESTCHESTER FIRE INSURANCE COMPANY on December 11, 2006; and ACE AMERICAN INSURANCE COMPANY on March 20, 2009:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, Dawn M. Chloros, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY (the "Companies") do hereby certify that

- (i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
- (ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this

8/14/2020



Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:

Telephone (908) 903-3493

Fax (908) 903-3656

e-mail: surety@chubb.com

SAN ELIJO JOINT POWERS AUTHORITY
MEMORANDUM

September 15, 2020

TO: Board of Directors
San Elijo Joint Powers Authority

FROM: General Manager

SUBJECT: PROPOSED SOLAR PHOTOVOLTAIC SYSTEM LOCATED AT THE SAN
ELIJO WATER CAMPUS

RECOMMENDATION

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

BACKGROUND

The responsible use of natural resources is integral to the mission and vision of the San Elijo Joint Powers Authority (SEJPA). The San Elijo Water Campus uses a substantial quantity of electricity (approximately 3,300 megawatt-hours annually) to treat wastewater, produce and distribute recycled water, and for other onsite operational needs.

Looking forward, it is reasonable to forecast that energy cost and consumption for the SEJPA will trend higher. Influencing factors for this may include regulatory requirements for new treatment standards, increased demand for recycled water, and the pursuit of water purification treatment and distribution, as well as projected energy rate increases by the utility provider, San Diego Gas and Electric (SDG&E).

DISCUSSION

In an effort to stabilize future energy costs and to increase the use of renewable energy, staff is seeking to develop a solar photovoltaic (PV) project at the San Elijo Water Campus. The proposed design would produce approximately 620 kilowatts (kW) of solar power, which equates to approximately 25% of the average daily demand of the Campus. The PV project is designed to be large enough to attract third-party construction and financing through a Power Purchase Agreement, adding the financial benefit of tax credits that further lowers the project cost. The preferred timing is to integrate the PV project with ongoing site construction, to provide potential cost savings associated with electrical conduit trenching and asphalt repair.

According to the National Renewable Energy Laboratory, Power Purchase Agreements (PPA's) are a financing mechanism that state and local government entities can use to acquire clean, renewable energy. The PPA financing model is a "third-party" ownership model, which requires a separate, taxable entity ("system owner") to procure, install, and operate the solar PV system on a consumer's premises (i.e., the government agency). The government agency enters into a long-term contract (typically referred to as the PPA) to purchase 100% of the electricity generated by the system from the system owner. The system owner is often a third-party investor ("tax investor") who provides investment capital to the project in return for tax benefits. For our proposed project, PPA financing benefits include:

1. No up-front cost
2. Ability for the tax-exempt entity to benefit from federal tax incentives through lower rates
3. A predictable cost of electricity during the PPA term
4. Simplified design and permitting process
5. No maintenance responsibilities for the term of the PPA

Government Code Section 4217.10 et seq. provides authority to public agencies to select and contract with qualified energy services companies, to develop and construct energy efficiency, conservation, and alternative energy projects under a single contract. Contracts may be awarded on the basis of the experience of the Contractor, the type of technology employed by the Contractor, the cost to the local agency, and any other relevant considerations, provided that the project delivers net cost savings to the public agency. This legislation was created to remove economic barriers to the adoption of energy conservation measures and alternative energy projects by public agencies.

To select the preferred firm to develop and finance the PV project, staff implemented a competitive selection process that considered the following factors:

- System design and flexibility
- Financing and procurement options
- Ability to meet SEJPA engineering, materials, and site requirements
- Quality and relevance of past work
- Local presence, coastal installation history, and references

Staff hosted site walks, conducted team interviews, responded to information requests, and gathered proposals from interested firms. After consideration of qualifications and project approach, staff has selected IGS Solar as the preferred firm to finance and construct the PV project utilizing a Power Purchase Agreement.

Next Steps

Developing the project in accordance with Government Code Section 4217.10 et seq., requires the following steps by SEJPA:

1. Provide a 2-week public notice in advance of a regularly scheduled meeting to inform the public that the Board is considering a PPA
2. Make a "best interests" and "cost benefit" finding in a Resolution of the Board of Directors
3. Approve staff to execute the PPA and Site Lease Agreement and proceed with the project, assuming final design and contract terms are acceptable

IGS Solar submitted their best and final proposal to construct, operate, and maintain the solar PV system, which is currently under review by our third-party energy consultant, Sage Energy Consulting. If the final proposal meets all requirements of Government Code Section 4217.10 et seq., and achieves our desired financial and operational terms, then this PPA will be reviewed by legal counsel and presented to the Board at the next regular Board meeting for approval consideration.

FINANCIAL IMPACT

Informational item only. The intent of the solar project is to develop renewable energy that will provide long term benefits to SEJPA.

RECOMMENDATION

No action required. This memorandum is submitted for information only. It is anticipated that staff will provide a PPA for Board approval consideration at the October 2020 Board meeting.

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

September 15, 2020

TO: Board of Directors
San Elijo Joint Powers Authority

FROM: General Manager and General Counsel

SUBJECT: RECOMMENDED UPDATE TO THE SAN ELIJO JOINT POWERS
AUTHORITY RESTATEMENT OF AGREEMENT BETWEEN CARDIFF
SANITATION DISTRICT AND SOLANA BEACH SANITATION DISTRICT
ESTABLISHING THE SAN ELIJO JOINT POWERS AUTHORITY

RECOMMENDATION

It is recommended that the Board of Directors:

1. Review the Recommended Restatement of the Joint Powers Authority Agreement; and
2. Discuss and take action as appropriate.

BACKGROUND

San Elijo Joint Powers Authority (SEJPA) is a joint exercise of powers authority organized and existing under and by virtue of California Government Code section 6500 et seq. (Title 1, Division 7, Chapter 5, Article 1). In 1963, Cardiff Sanitation District and Solana Beach Sanitation District originally approved a joint powers agreement under which wastewater conveyance, treatment, and disposal facilities were constructed. This agreement is commonly referred to as the "Basic Agreement." The governing board at that time was the San Diego County Board of Supervisors. The Basic Agreement was superseded by the "Agreement Between Cardiff Sanitation District and Solana Beach Sanitation District Establishing A Joint Powers Authority for The Operation, Maintenance, Construction, Upgrade and Expansion of a Joint Sewage System," dated June 17, 1987, reflecting the incorporation of the City of Encinitas and the City of Solana Beach and conversion of the sanitation districts to subsidiary districts. The governing board also changed to elected council members of the two cities, through appointment by each of the respective city councils.

The joint powers agreement was amended a number of times between 1989 and 2005, and in 2008, SEJPA adopted a "Restatement of Agreement between Cardiff Sanitation District and Solana Beach Sanitation District Establishing the San Elijo Joint Powers Authority" (Restatement) in order to incorporate prior amendments into a single document, update the

agreement between the member agencies, and clarify and supplement the duties and responsibilities of SEJPA and the member agencies.

Staff and General Counsel have conferred about amending the 2008 Restatement in order to account for new laws and updated information. General Counsel has prepared draft language for the SEJPA Board of Directors, which amends the 2008 Restatement in the areas described below. If the SEJPA Board of Directors approves, the next step will be to circulate proposed revisions to the City Managers and City Attorneys for both member agencies for their review. Ultimately, the City Councils for both Encinitas and Solana Beach will have to approve the amended Restatement at a duly noticed public meeting in order to make the amendment effective. (See, Restatement, Section 13.6.)

Within 30 days after the effective date of the amendment, SEJPA must cause two copies of a notice of the amendment to be prepared and filed with the Secretary of State, who will forward a copy to the Controller. (Gov. Code, § 6503.5.) SEJPA must also file a copy of the full text of the original joint powers agreement, and all amendments thereto, with the Controller, and with San Diego LAFCO. (Gov. Code, § 6503.6.)

DISCUSSION

It has been more than a decade since the Restatement has been updated. Staff and legal counsel have reviewed the Restatement and have provided a list of proposed changes to reflect current operating conditions of SEJPA, improve purchasing and budgeting, and to recognize new legislation that impacts the agency.

Summary of Proposed Changes

Section 3.4 – General Manager.

- *Revise to Chief Executive Officer/General Manager.*
- *Raise General Manager authority to execute contracts up to \$50,000 from \$35,000.*
- *Current language sets aggregate expenditures limit of \$75,000 for urgent maintenance or repair work necessary to protect public health and the environment. It is proposed to delete expense limit and replace with requirement to comply with section 22050 of the Public Contract Code*

Sections 4.7 – Allocation of costs between member agencies for casualty losses/liabilities.

- *Change liabilities in excess of insurance payouts based on three-year average flow instead of one-year average.*
- *Add a section for uninsured claims and how to handle.*

Section 4.9 – AB 1912 compliance.

- *Add a section for how to address unfunded pension liabilities in the event of SEJPA dissolution or member agency withdrawal.*

Section 6.4 – Allocation of O&M costs between member agencies.

- *Revise billing structure to use three-year average flow instead of one-year average.*

Section 6.5 – SEJPA Funds.

- *Current language directs SEJPA to maintain a Wastewater Operations & Maintenance fund, a Water Reclamation fund, and a Capital Improvement fund. Propose to update this section to allow the Board of Directors to establish other funds by resolution for future consideration of additional funds as needed.*

Section 6.6 – Capital Reserve Fund.

- *Add language to include other public entities on the basis of leased capacity.*

Section 7.1 – Capacity Rights & Section 9.2 – Previous Agreements.

- *Current language acknowledges that SEJPA provides Rancho Santa Fe CSD leased capacity which is supplied equally from capacity of each member agency. Propose to update this section to add comparable language incorporating Del Mar leased capacity.*

Section 9.5 – Del Mar Agreement.

- *Add language to include Del Mar wastewater agreement administered by SEJPA.*

Section 9.6 – Recycled Water Agreements.

- *Add language to include recycled water sales agreements administered by SEJPA.*

FINANCIAL IMPACT

There is no financial impact associated with the recommended Board actions.

RECOMMENDATION

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

1. Review the Recommended Restatement of the Joint Powers Authority Agreement; and
2. Discuss and take action as appropriate.

Respectfully submitted,



General Manager



General Counsel

Attachment 1: DRAFT – First Amended Restatement of Agreement between Cardiff Sanitation District and Solana Beach Sanitation District Establishing the San Elijo Joint Powers Authority - Redlined

Attachment 2: DRAFT – First Amended Restatement of Agreement between Cardiff Sanitation District and Solana Beach Sanitation District Establishing the San Elijo Joint Powers Authority - Clean

**FIRST AMENDED RESTATEMENT OF
AGREEMENT BETWEEN CARDIFF SANITATION DISTRICT
AND SOLANA BEACH SANITATION DISTRICT
ESTABLISHING THE SAN ELIJO JOINT POWERS AUTHORITY**

This amended agreement is entered into this _____ day of _____, 2008, 2020 by and between the City of Encinitas, as successor to the Cardiff Sanitation District, a county sanitation district, and the City of Solana Beach, as successor to the Solana Beach Sanitation District, a county sanitation district, (hereinafter the City of Encinitas and the City of Solana Beach shall be referred to as the “**parties**” or “**Member Agencies**”), pursuant to the laws of the State of California.

RECITALS

A. The Cardiff Sanitation District and the Solana Beach Sanitation District jointly constructed and operated a water pollution control facility known as the San Elijo Water Pollution Control Facility, pursuant to a joint powers agreement, commonly referred to as the “**Basic Agreement.**”

B. The Basic Agreement was superseded by the “Agreement Between Cardiff Sanitation District and Solana Beach Sanitation District Establishing A Joint Powers Authority For The Operation, Maintenance, Construction, Upgrade and Expansion Of A Joint Sewage System,” dated June 17, 1987: (the “Joint Powers Agreement”). That ~~agreement~~Joint Powers Agreement created the San Elijo Joint Powers Authority (hereinafter “**SEJPA**”~~);~~”) as a separate public entity with the power to own, operate, maintain and upgrade the San Elijo Water Pollution Control Facility. Under the terms of that agreement, SEJPA was empowered to exercise the authority of the sanitation districts to provide for the transmission, collection, treatment, disposal of sewage and wastewater, and to develop water reclamation facilities, and was vested with all of their rights, obligations, liabilities and duties.

C. Upon the dissolution and merger of the Solana Beach Sanitation District with the City of Solana Beach on July 1, 1990, and the dissolution and merger of the Cardiff Sanitation District with the City of Encinitas on October 18, 2001, these cities became entitled to continue to exercise the rights of the county sanitation districts in accordance with Government Code

Sections 56886, 57461 and 57462, with respect to the provision of sewer service pursuant to the contracts under which the San Elijo Joint Powers Authority was created and operated.

D. The ~~agreement establishing the SEJPA~~Joint Powers Agreement was amended a number of times between 1989 and ~~2005~~2008. It is the intent of the parties to supersede the June ~~1987 agreement, as so amended,~~2008 amendment to the Joint Powers Agreement by the adoption of this “First Amended Restatement of Agreement Between Cardiff Sanitation District and Solana Beach Sanitation District Establishing the San Elijo Joint Powers Authority,[”]” (hereinafter the “**Agreement.**”[”]”). The purpose of this Agreement is to ~~incorporate prior amendments into a single document,~~ update the Joint Powers Agreement, ~~and to clarify and supplement the duties and responsibilities of SEJPA and the parties.~~

In consideration of these recitals and the mutual covenants contained herein, the Member Agencies agree as follows:

ARTICLE 1

DEFINITIONS

Section 1.1. For the purposes of this ~~agreement~~Agreement, the words and terms defined in this Article have the meaning established by this Article, unless from the context of the paragraph, sentence, phrase or clause in which the word or term appears it is evident that a different meaning is intended. Unless otherwise defined, the words or terms used in this ~~agreement~~Agreement shall have their customary and common meanings.

Section 1.2. “**Act**” means the Joint Exercise of Powers Act, Title 1, Division 7, Chapter 5, (commencing with Section 6500) of the California Government Code.

Section 1.3. “**Joint System**” means the San Elijo Water ~~Pollution Control~~ FacilityCampus, consisting of the land, the ~~sewage treatment plant~~San Elijo Water Pollution Control Facility, the Escondido Regulator Structure and the San Elijo Ocean Outfall, as well as the San Elijo Water Reclamation Facility, the Oak Crest and Lomas Santa Fe Reservoirs, Encinitas Ranch and Lomas Santa Fe Booster Pump ~~Station~~Stations and the associated recycled water distribution systems.

Section 1.4. “**Joint Facilities**” means the Joint System together with all other facilities, improvements, land and other works acquired, installed, operated, or maintained by SEJPA pursuant to this agreement.

Section 1.5. “**MGD**” means million gallons per day. Unless otherwise specified, the term MGD is used in reference to treatment capacity determined by average daily dry weather flow.

Section 1.6. “**Member Agency**” means either the City of Solana Beach, as successor to the Solana Beach Sanitation District, or the City of Encinitas, as successor to the Cardiff Sanitation District. When used in the plural, the term shall mean both cities.

Section 1.7. “**Person**” means person, corporation, partnership, joint venture, public entities, or unincorporated association of any type or nature.

Section 1.8. “~~Plant~~**SEJPA**” means the San Elijo Joint Powers Authority created by this Agreement.

Section 1.9. “**Transmission facilities**” means sewers, pipes, manholes, force mains, laterals, pump stations, meters and other improvements for the collection or transmission of sewage, wastewater or reclaimed water.

Section 1.10. “**Water Campus**” is a term used to refer generally to the San Elijo Water Pollution Control Facility and San Elijo Water Reclamation Facility, also referred to as the Joint System, and may include either the Joint System or the Joint Facilities, depending upon the context of the sentence in which the term is used.

~~Section 1.9. “SEJPA” means the San Elijo Joint Powers Authority created by this Agreement.~~

~~Section 1.10. “Transmission facilities” means sewers, pipes, force mains, laterals, pump stations, meters and other improvements for the collection or transmission of sewage, wastewater or reclaimed water.~~

ARTICLE 2

CREATION OF AUTHORITY/ SEJPA BOARD

Section 2.1. This Agreement is made pursuant to the Act, providing for the joint exercise of powers common to the Member Agencies. The purpose of this Agreement is to establish a single agency authorized to manage, operate, maintain and expand the PlantWater Campus for the treatment ~~and~~ disposal and recycling of ~~sewage or~~ wastewater, stormwater and ground water for beneficial reuse to reduce the region’s dependency on imported water, which includes treatment, storage, transmission, sale ~~and disposal~~ of recycled water and purified water

and the necessary disposal or recycling of residual liquids and solids, and to determine the joint and separate obligations of the Member Agencies ~~concerning the transmission, treatment, disposal and reclamation of sewage and wastewater within~~for the ~~respective service territories~~fulfillment of these services and other services as directed and approved by the ~~Member Agencies~~agency's Board of Directors.

Section 2.2. The San Elijo Joint Powers Authority (~~"SEJPA"~~) is hereby created. The San Elijo Joint Powers Authority is a public entity, separate and apart from the Member Agencies.

Section 2.3. Organization of SEJPA Board

(a) ~~The~~SEJPA shall be governed by a Board consisting of four members. Two members of ~~the~~ SEJPA Board shall be members of the City Council of the City of Solana Beach and two members shall be members of the City Council of the City of Encinitas. Each Member Agency may appoint an alternate to serve in the absence of a regular member of ~~the~~SEJPA Board, who must also be a council member or an employee of the Member Agency.

(b) Each member of ~~the~~SEJPA Board shall serve a term determined by the appointing authority. A member may serve any number of consecutive terms. A member or alternate member shall be disqualified to serve on ~~the~~SEJPA Board if the member ceases to hold office on the city council of the appointing Member Agency, or in the case of an employee alternate, ceases to be an employee of the appointing Member Agency. Alternate members, if any, shall serve at the pleasure of the appointing authority. Each Member Agency shall provide written notice to SEJPA of any appointments made, and of any vacancies which may occur. However, the Board of SEJPA shall have the power to determine when a vacancy exists, in accordance with Government Code Section 1770, *et seq.*, for the purposes of conducting its business and notifying the Member Agencies of the need for an appointment.

(c) Each member of ~~the~~SEJPA Board may receive compensation for each day of service to the joint powers authority, as defined by resolution adopted by ~~the~~SEJPA Board. The rate of compensation, total per diem and annual compensation available, and compensable services established by such resolution shall not exceed the limits set forth in Water Code Sections 20201 and 20202. Such a resolution may be effective upon its adoption, but shall in no event have retroactive effect. It shall provide compensation of not less than the amount of \$160.00 per meeting for each regular, adjourned or special meeting of ~~the~~SEJPA Board.

Members shall also be reimbursed for actual and necessary expenses for travel and meetings as authorized by ~~the~~ SEJPA Board.

Section 2.4. Meetings of ~~the~~ SEJPA Board

(a) Annually, ~~the~~ SEJPA Board shall establish the time, date and place of its regular meetings; provided however, that ~~the~~ SEJPA Board shall hold at least one regular meeting every two months.

(b) All meetings of ~~the~~ SEJPA Board shall be noticed, called, held, and conducted in accordance with the Ralph M. Brown Act.

(c) ~~The~~ SEJPA Board shall keep minutes of all meetings, except for authorized closed sessions. The minutes shall be prepared as soon as practicable after each meeting of ~~the~~ SEJPA Board and a copy shall be delivered to each member of the Member Agencies, and to their respective city managers.

Section 2.5. Voting; Tie Votes

(a) Each member of ~~the~~ SEJPA Board shall have one vote. When a regular member of ~~the~~ SEJPA Board is absent, the regular member of ~~the~~ SEJPA Board of the same Member Agency shall be entitled to cast a vote on behalf of the absent member.

(b) Three members shall constitute a quorum for the transaction of business except that less than a quorum may adjourn any meeting from time to time. The existence of a quorum shall be determined based on the number of members present.

(c) The affirmative vote of three members of ~~the~~ SEJPA Board shall be required for any action of ~~the~~ SEJPA Board.

(d) Whenever, after consideration of a matter for two meetings, ~~the~~ SEJPA Board is unable to decide the matter because of a tie vote, the issue shall be referred to the City Councils of the Member Agencies for resolution within 45 days, except as otherwise provided in Sections 4.7 and 6 of this Agreement.

(e) ~~The~~ SEJPA Board may adopt, amend or repeal by-laws, rules or regulations for the conduct of its meetings and other business.

(f) The voting procedures established by this section, including the ability of one member to cast a vote on behalf of another member from the same Member Agency under the described circumstances, shall only apply to duly noticed regular and special meetings of ~~the~~

SEJPA Board. The voting procedures established by this section shall not apply to any standing or ad hoc committee of SEJPA.

ARTICLE 3

OFFICERS AND EMPLOYEES OF SEJPA BOARD

Section 3.1. Election of Officers

(a) By the second meeting of each calendar year, ~~the~~ SEJPA Board shall appoint a chairperson and vice-chairperson and shall establish the time and place for its regular meetings. The chairperson shall conduct and may call meetings of ~~the~~ SEJPA Board, adopt resolutions and ordinances, and execute contracts and other documents, and take such other actions as may be legally required or authorized by ~~the~~ SEJPA Board on behalf of the joint powers authority.

(b) The vice-chairperson shall act and perform all of the chairperson's duties in the absence of the chairperson. ~~Section 3.2. Secretary~~

Section 3.2. Secretary

(a) The general manager of ~~the~~ SEJPA will serve as the secretary to the Board. The Board may appoint any deputy secretaries as may be necessary or convenient. The secretary shall be responsible for preparing the minutes of ~~the~~ SEJPA Board, attesting to the signatures of the chairperson, vice-chairperson, or general manager on all resolutions, ordinances, contracts or other documents, and keeping all files and records of ~~the~~ SEJPA.

(b) The secretary shall cause a copy of this Agreement, and all amendments, to be filed with the Secretary of State pursuant to the Act.

(c) The secretary of ~~the~~ SEJPA is designated as the official for service of process or other documents on ~~the~~ SEJPA, and is authorized to accept service of process or other documents on behalf of ~~the~~ SEJPA, together with any deputy secretaries, if so authorized by ~~the~~ SEJPA Board.

Section 3.3. Treasurer; Auditor

(a) ~~The~~ SEJPA Board may appoint the general manager or other qualified officer, employee, or consultant of ~~the~~ SEJPA as treasurer, pursuant to the provisions of Section 6506.6 of the Act.

(b) The treasurer shall be the depository and shall have custody of all of the accounts, funds and money of ~~the~~ SEJPA from whatever source.

(c) The treasurer shall have the duties established by Sections 6505 and 6505.5 of the Act. SEJPA shall contract with a certified public accountant to perform the annual audit.

(d) Pursuant to Section 6505.1 of the Act, the treasurer shall have charge of, handle and have access to all accounts, funds and money of ~~the~~ SEJPA and all records of ~~the~~ SEJPA relating thereto. The secretary shall have charge of, handle and have access to all other records of ~~the~~ SEJPA.

(e) ~~The~~ SEJPA Board shall establish the amount of the official bond required of the treasurer and general manager. The premium of the bond shall be a proper charge against SEJPA. SEJPA may obtain a master bond to satisfy these requirements.

Section 3.4. General Manager

(a) ~~The~~ SEJPA Board shall appoint a general manager of SEJPA. The general manager will serve as the chief executive officer (CEO) and will be a qualified, registered engineer, or a qualified, registered designee of an engineering firm with experience in managing ~~sewage and~~ wastewater treatment and water reclamation facilities.

(b) The general manager shall be responsible for the administrative operations of ~~the~~ SEJPA under the direction and control of ~~the~~ SEJPA Board. The general manager shall be responsible for the effective functioning of ~~the~~ SEJPA and the physical facilities owned and operated by ~~the~~ SEJPA.

(c) The general manager shall have the following powers in addition to those powers necessary and proper to the effective administration of ~~the~~ SEJPA, and not by way limitation on those powers:

(1) To participate in the design of and supervise the construction of any improvements to, or expansion of, ~~the~~ SEJPA facilities authorized or contemplated by this agreement, or future improvements and expansions authorized by the Board of Directors;

(2) To the extent permitted by law, execute any contract for capital costs, costs of special services, equipment, materials, supplies, maintenance or repair that involves an expenditure by ~~the~~ SEJPA of \$50,000 or less ~~than \$35,000~~; or any contract with any consultant ~~(except for consultants to perform the duties of the auditor or treasurer)~~ for services, the cost of which is included in the budget for the then current fiscal year, and which involve an expenditure by ~~the SEJPA of less than \$35,000~~; SEJPA of \$50,000 or less; however, the Board of

Directors must authorize contracts with consultants to perform the duties of the auditor or treasurer.

(3) To employ and approve payroll for all personnel of ~~the~~ SEJPA required for administration, maintenance and operation of the Joint Facilities and all other employees authorized by ~~the~~ SEJPA's budget or by ~~the~~ SEJPA Board;

(4) To expend funds of ~~the~~ SEJPA and enter into contracts, ~~not exceeding in the aggregate expenditures on behalf of \$75,000 of funds of the~~ SEJPA, whenever required for urgent ~~sewer~~ maintenance or repair work or in the event of any emergency to keep the Joint Facilities in operation or to restore them to operating condition. Following the exercise of this authority, the general manager shall make the report required by section 22050 of the Public Contract Code regarding the necessity of the actions taken. For the purposes of this authorization, urgent ~~sewer~~ maintenance or repair work and emergency work is that required as a result of a physical condition of ~~the Plant~~ SEJPA owned infrastructure or any of the Joint Facilities which threatens the public health or safety or the environment, and requires immediate remedial action in order to avoid the threat to the public health or safety or to the environment;

(5) To approve demands for payments by ~~the~~ SEJPA of ~~\$35~~50,000 or less, provided such demands are made pursuant to a valid contract to which ~~the~~ SEJPA is a party, or are demands for payment for items for which funds have been approved in the adopted SEJPA budget;

(6) To prepare and submit to ~~the~~ SEJPA Board, in time for revision and adoption by it prior to June 30 of each year, the annual budget for the next succeeding fiscal year referred to in Section 6.1;

(7) To apply for all permits, licenses, or approvals necessary for operation of the Joint Facilities from any local, state or federal government or agency with jurisdiction over the facilities of ~~the~~ SEJPA, and to file all reports required by any local, state or federal government or agency with jurisdiction over the facilities of ~~the~~ SEJPA, unless otherwise directed to the contrary by ~~the~~ SEJPA Board; and

(8) Generally to supervise the acquisition, construction, management, maintenance and operation of the Joint Facilities.

(9) To process, investigate, respond to and resolve claims filed against SEJPA, and to settle claims in amounts not exceeding \$50,000 (or the maximum amount

authorized pursuant to Government Code section 935.4), provided that ~~the~~ SEJPA Board may, by resolution, reduce the settlement authority of the general manager.

(d) The general manager shall perform such other duties as may be delegated by ~~the~~ SEJPA Board, and shall report to ~~the~~ SEJPA Board at such times and concerning such matters as ~~the~~ SEJPA Board may require.

(e) The general manager shall on an ongoing basis inform the city manager of each party of the operation of ~~the~~ SEJPA and of the decisions of the general manager in operating and administering ~~the~~ SEJPA which affect the Member Agencies.

Section 3.5. General Counsel

(a) ~~The~~ SEJPA Board shall appoint General Counsel of SEJPA on such terms and conditions as it may see fit. General Counsel shall be a person or firm with experience with public law and the operations of utilities.

(b) General Counsel shall advise SEJPA officials in all legal matters pertaining to SEJPA business. General Counsel shall frame all ordinances and resolutions required by the Board. General Counsel shall perform other legal services as required from time to time by the Board. Notwithstanding the foregoing, ~~the~~ SEJPA Board may also retain Special Counsel, as needed.

Section 3.6. Other Employees and Consultants

(a) ~~The~~ SEJPA Board shall have the power to appoint and employ such other employees, consultants, advisers and independent contractors as may be necessary for the purposes of this Agreement.

(b) Except as expressly approved by ~~the~~ SEJPA Board, none of the officers, agents, or employees directly employed by ~~the~~ SEJPA Board shall be deemed, by reason of their employment by ~~the~~ SEJPA to be employed by either Member Agency, or by reason of their employment by ~~the~~ SEJPA to be subject to any of the requirements of either Member Agency.

ARTICLE 4

POWERS

Section 4.1. ~~The~~ SEJPA shall exercise, in a manner provided in this agreement, the powers common to each of the county sanitation districts organized under Health & Safety Code

section 4700, *et seq.* (which created this joint powers authority) as necessary to ~~the~~ accomplishment of accomplish the purposes of this Agreement.

As provided in the Act, SEJPA shall be a public entity separate from the Member Agencies. ~~The~~ SEJPA shall have the power to finance, acquire, construct, manage, maintain and operate the Joint Facilities.

In exercising its powers hereunder, ~~the~~ SEJPA shall use its best efforts to maximize water reclamation, storm water capture and reuse, beneficial use of biogas and re-use of biosolids.

Section 4.2. ~~The~~ SEJPA shall have the authority to finance, construct, acquire, manage, operate and maintain any improvements or facilities necessary to upgrade the Joint Facilities.

Section 4.3. ~~The~~ SEJPA shall have the authority to finance, construct, acquire, manage, operate and maintain any improvements or facilities necessary to expand the treatment capacity of the ~~Plant~~ Joint System in order to provide wastewater, stormwater, water reuse treatment capacity necessary to serve the continuing needs of the property within areas served by the Member Agencies and such other territories as it may, by contract or otherwise, be authorized to serve.

Section 4.4. ~~The~~ SEJPA is, in its own name, authorized to do all acts necessary for the exercise of the foregoing powers, including, but not limited to, any or all of the following:

- (a) To make and enter into contracts.
- (b) To employ agents, employees, advisors, consultants and independent contractors.
- (c) To acquire, construct, manage, maintain or operate any buildings, works, or improvements.
- (d) To acquire, hold or dispose of property.
- (e) To sue and be sued in its own name.
- (f) To incur debts, liabilities or obligations, provided that no debt, liability or obligation shall constitute a debt, liability or obligation of either Member Agency, except to the extent required by law.
- (g) To apply for, accept, receive and disburse grants, loans and other aid from any agency of the United States of America or of the State of California.
- (h) To purchase insurance, including, but not limited to, general liability, property and worker's compensation insurance.

(i) To invest any money in the treasury pursuant to Section 6505.5 of the Act that is not required for the immediate necessities of ~~the~~ SEJPA, as ~~the~~ SEJPA determines is advisable, in the same manner and upon the same conditions as local agencies, pursuant to Section 53601 of the Government Code of the State.

(j) To carry out and enforce all the provisions of this Agreement.

(k) To act as lead agency for purposes of the California Environmental Quality Act with regard to any upgrade or expansion of the Joint Facilities.

(l) To establish charges and fees for sewage treatment and other services provided by ~~the~~ SEJPA.

Section 4.5. ~~The~~ SEJPA shall have the power to issue revenue bonds under the Act, commencing with Section 6540, the Revenue Bond Act of 1941, commencing with Section 51300 of the Government Code, the Mello-Roos Community Facilities Act, commencing with Government Code Section 53330, or other provisions of law applicable to joint powers authorities, or to finance Joint Facilities expansion or upgrade by any other revenue-based financing method which either Member Agency is authorized to use.

Section 4.6. ~~The~~ SEJPA is authorized to charge to each Member Agency its proportionate or contracted share of the maintenance, operation, financing, construction, acquisition or expansion of the Joint Facilities, or the debt service on any revenue bonds. The Member Agencies agree to levy within their respective service areas service, stand-by, annexation, connection and other fees and charges as authorized by law as may be necessary to pay the charges established by ~~the~~ SEJPA.

Section 4.7. All casualty losses resulting from claims for damages or litigation, and all related attorneys' fees, investigative fees, and other expenses, shall be deemed included within the operation and maintenance expenses of the Joint Facilities and shall be processed, investigated, and resolved by SEJPA. SEJPA shall bill, and the Member Agencies shall pay for such casualty losses and related expenses in proportion to their average daily flow in the Joint System for the prior three calendar years as part of their regular operation and maintenance expense payments pursuant to Sections 6.7 and 6.8 of this Agreement, unless said loss or expense is solely the result of actions by one member agency, in which case that member agency shall be solely responsible for payment of loss or expense.

Section 4.8. The powers of ~~the~~ SEJPA shall be exercised in the manner provided in the Act, in the applicable revenue bond laws, in the Federal Water Pollution Control Act, and in the Porter-Cologne Water Quality Control Act; and, except for those powers set forth in any Bond Law and in Article 2 of the Act, as the same now reads or may be hereafter amended, shall be subject, to the extent required by Section 6509 of the Act, to the restrictions upon the manner of exercising such powers that are imposed upon County Sanitation Districts in the exercise of similar powers.

Section 4.9. Unless otherwise specified by resolution of the Member Agency passed in connection with the issuance of bonds or other financing methods for the financing or refinancing of improvements, the debts, liabilities and obligations of ~~the~~ SEJPA shall not be the debts, liabilities and obligations of either Member Agency-, except as may be specifically provided for in California Government Code Section 895.2, as amended or supplemented, and as required by Government Code Section 6508.1 and set forth in this section.

(a) Member Agency Liabilities under Government Code Section 895.2. The parties further agree as follows: (i) pursuant to California Government Code Section 895.4, in the event the parties, or either of them, are held liable for the acts or omissions of SEJPA caused by a negligent or wrongful act or omission occurring in the performance of this Agreement; or (ii) in the case of any other liability incurred by SEJPA during the course of its existence to a third party, other than the public pension liabilities addressed in subsection (b); then, with respect to (i) and (ii) the parties shall discharge any such liability from payments to be made to SEJPA by each of the parties in proportion to each party's contribution to SEJPA's facility or facilities to which the liability is or is alleged to be attributable, unless otherwise agreed; provided (A) the foregoing contribution from the Member Agencies shall be required only to the extent SEJPA does not have insurance coverage for such liability. Each Member Agency shall indemnify, defend and hold harmless the other Member Agency from any such liability in excess of its proportionate share. Whether or not insurance coverage is available, the Authority shall be responsible, in the first instance, for responding to any claims or actions brought against it, and/or against one or both of the Member Agencies, on behalf of itself, and the Member Agencies involved, which shall fully cooperate with SEJPA in its defense of such claims or actions. The cooperation of the parties involved shall also include, upon the request of SEJPA, providing financial support during its defense of any claim or action under this subparagraph.

Upon the final disposition of any claim or action to which this subparagraph applies, each Member Agency shall indemnify, defend and hold harmless the other Member Agency from any such liability in excess of its proportionate shares.

(b) Liability for Public Retirement System Costs (increased PERS, Unfunded “UAL” liability and OPEB (retiree) costs). In the event of withdrawal of either Member Agency or the dissolution, cessation of operations, or termination of participation in a public retirement system of or by SEJPA, unless otherwise unanimously agreed, each member agency shall assume responsibility for its share of any unfunded public retirement system liability. Each Member Agency shall negotiate in good faith to enter into a contract with the board of the public retirement system to fund its share of unfunded public retirement system liability annual obligations by: (i) making annual contributions; or (ii) making a lump-sum payment; or (iii) providing for payment by any other actuarially sound payment method. Each Member Agency agrees to defend and indemnify the other, and SEJPA, against any claim that it has not timely met its legally required notice or funding obligations in the manner agreed upon herein, including the cost of any arbitration resulting from a dispute arising under Government Code §§ 6508.2 or 20575.

(c) Notice to Public Retirement System. Prior to filing any notice of termination to a public retirement system or a decision to dissolve SEJPA, cease its operations, SEJPA shall provide a copy of this agreement to the public retirement system or systems in which SEJPA participates, as required by Government Code section 6508.2. In addition, upon approval of this amended Agreement, SEJPA shall provide a copy to the public retirement system or systems in which SEJPA participates, as required by Government Code section 6508.2

Section 4.10. ~~The~~ SEJPA is hereby designated lead agency for the purposes of the California Environmental Quality Act as it applies to all undertakings for expansion or upgrade of the Joint Facilities, unless otherwise agreed by the Member Agencies.

Section 4.11. ~~The~~ SEJPA may allow either Member Agency to conduct temporary operations, provided that: (1) such Member Agency agrees to defend, indemnify and hold harmless both ~~the~~ SEJPA and the other Member Agency against any costs, damages, or liabilities arising out of such operations involving the Joint Facilities; and (2) SEJPA determines that such use will not be injurious to, nor interfere with the lawful operation of the Joint Facilities; and (3) the Member Agency bears any and all costs which SEJPA may incur which arise out of such

operations. The Board of SEJPA may authorize the general manager to permit such operations on such terms and conditions as it may specify.

ARTICLE 5

METHODS OF PROCEDURE: CAPITAL COSTS

Section 5.1. The Member Agencies previously conveyed their respective property interests in the ~~Plant~~Joint System to ~~the~~ SEJPA, together with rights of access over, across, and through any real property owned by the Member Agencies necessary for the operation of the ~~Plant~~Joint Facilities. All real or personal property, facilities, improvements, fixtures or other property interests necessary for operation, maintenance, upgrade, or expansions of the Joint Facilities shall be acquired in the name of ~~the~~ SEJPA.

Section 5.2. The Member Agencies previously transferred all records, accounts, funds and money relating to the Joint Facilities to SEJPA.

Section 5.3. ~~The~~ SEJPA is responsible for operation and maintenance of the Joint Facilities. Either Member Agency may contract with ~~the~~ SEJPA to perform operation and maintenance of the transmission and collection systems, or other non-Joint Facilities of the Member Agency, provided that all costs and liabilities incurred by SEJPA, its employees, officers or agents, arising out of SEJPA's operation or maintenance of such systems or facilities for one Member Agency shall be discharged by payment by such Member Agency; and further provided that such Member Agency shall defend, indemnify and hold harmless the other Member Agency from all liabilities arising out of SEJPA's operation or maintenance of such systems or facilities.

Section 5.4 ~~—Work.~~ If work is performed by one Member Agency at the request of ~~the~~ SEJPA for ~~the~~ SEJPA, ~~the~~then SEJPA shall hold harmless, defend, and indemnify ~~said~~the Member Agency ~~performing the work.~~

Section 5.5. SEJPA may undertake all steps and procedures necessary to plan, finance, construct and operate any upgrade or expansion of the Joint Facilities, as approved by ~~the~~ SEJPA Board, including, but not limited to, preparation of plans and specifications; acquisition of permits, licenses, rights-of-way and land, construction, issuance of bonds, acceptance of grants and any other activity necessary or convenient to the accomplishment of the project.

ARTICLE 6

BUDGET; ADMINISTRATION MAINTENANCE AND OPERATION COSTS; ~~AND OTHER COSTS AFTER COMPLETION OF CONSTRUCTION OF THE PROJECT~~

Section 6.1. ~~The~~ SEJPA Board shall adopt a budget for administration, maintenance and operation costs, capital costs, costs of special services, capital reserve expenses (if any) and bond interest and redemption expenses (if any) annually prior to June 30 of each year. If ~~the~~ SEJPA Board fails to adopt a budget by June 30 of any year (i.e., the end of the agency's fiscal year), SEJPA shall continue to operate using the budget approved for administration, maintenance and operation costs, bond interest and redemption expenses, and other non-discretionary spending, for the preceding year, and until such time as a budget is approved. The Member Agencies shall be obligated to continue to make timely payments to SEJPA based upon such prior year's budgeted amounts until such time as a budget is approved by ~~the~~ SEJPA Board.

Section 6.2. ~~The~~ SEJPA shall cause to be kept accurate and correct books of account, showing in detail the capital costs, costs of special services, maintenance and operation costs, and planning and construction costs of the Joint Facilities and all financial transactions of ~~the~~ SEJPA relating to the Joint Facilities, which books of account shall correctly show any receipts and also any costs, expenses or charges paid or to be paid by all or any of the Member Agencies hereunder, and also records of the ~~sewagewastewater~~ flow from each of the Member Agencies or other users, together with the strength of effluent delivered from each of the Member Agencies or other users. Said books and records shall be open to inspection at all times during normal business hours by any representative of the Member Agencies, or by any accountant or other person authorized by the Member Agencies to inspect said books or records.

Section 6.3. After adoption of the annual budget prior to June 30 of each year, pursuant to Section 6.1, ~~the~~ SEJPA shall furnish to each of the Member Agencies an estimate of the total annual maintenance and operation costs, capital costs, costs of special services, capital reserve expenses (if any), bond interest and redemption expenses (if any), and the proportion thereof allocated to each Member Agency for the ensuing fiscal year.

Section 6.4. Each Member Agency, and other public entity using the ~~Plant~~Joint Facilities, shall provide facilities to meter or measure the total of all wastewater, grease, sludge, sediment, or other material discharged or delivered to the Joint Facilities, including equipment to

facilitate the monitoring of the characteristics of the material so discharged by such agency. Meters or measuring devices shall be read, waste characteristics established, and the charges based thereon determined as often as required for each Member Agency to make the deposits in the maintenance and operation fund of ~~the~~ SEJPA. The allocation of maintenance and operational costs between the Member Agencies for wastewater treatment and/or disposal will be based on the average daily flows and may be also be based, in part, upon the strength of effluent delivered from each of the Member Agencies or other users, as reported to ~~the~~ SEJPA Board monthly, for the three calendar ~~year~~years ending prior to the beginning of each fiscal year. The methodology to be used for allocation of costs based on the effluent delivered by the Member Agencies shall be included in and adopted as part of the annual budget approved by the Member Agencies. Dischargers utilizing the San Elijo Ocean Outfall for disposal of flows which are not treated at the San Elijo Water Pollution Control Facility will not be charged for wastewater treatment operations, but will be required to pay for operation and maintenance of the outfall. Dischargers solely utilizing the ~~plants~~facilities' solids handling, treatment, and/or disposal, will be charged based on a case-by-case basis determined by the general manager.

Section 6.5. ~~The~~ SEJPA shall maintain a Wastewater Operation & Maintenance fund, a Water Reclamation fund, and a Capital Improvement fund. The Board of Directors may establish other funds by resolution. All monies in these funds shall be paid out for the administration, maintenance and operation costs of the Joint Facilities, upon approval of demands for payment by the general manager, or ~~the~~ SEJPA Board as provided in this Agreement, and in accordance with Section 6505.5 of the Act.

Section 6.6. ~~The~~ SEJPA shall establish a Capital Reserve Fund. The annual capital reserve expenses of ~~the~~ SEJPA for each component of the Joint Facilities shall be allocated by ~~the~~ SEJPA to the Member Agencies on the basis of equal capacity ownership, and to other public entities on the basis of leased capacity. All moneys received in payment of capital reserve expenses shall be paid out as directed by ~~the~~ SEJPA Board and upon approval of demands for payment by the general manager, as provided in this Agreement, and in accordance with Section 6505.5 of the Act.

Section 6.7. Each Member Agency agrees to pay ~~the~~ SEJPA its allocated share of the total estimated annual costs and expenses of ~~the~~ SEJPA in periodic payments within 30 days. ~~The~~ SEJPA shall submit to each Member Agency a final detailed statement of the final costs and

expenses for the fiscal year, allocated in the same manner as estimated expenses were allocated, within 30 days after completion of the fiscal year end audit, whereupon final adjustments of debits and credits shall be made by ~~the~~ SEJPA. If the amount of any allocated share of any estimated item of expense due from a Member Agency was less than the final allocation of such item to the Member Agency, the Member Agency shall forthwith pay the difference to SEJPA. If the amount of any allocated share of any estimated items of expense due from Member Agency was in excess of the final allocation of such item to that Member Agency, SEJPA shall credit such excess to the appropriate account of such agency.

Section 6.8. Each Member Agency shall provide the funds required to be paid by it to ~~the~~ SEJPA under this Agreement, from any source of funds legally available for such purposes, subject only to the limitations of the Porter-Cologne Water Quality Control Act and the Federal Water Pollution Control Act.

ARTICLE 7
CAPACITY RIGHTS

Section 7.1.

(a) Based upon completion of expansion as described in the 1989 agreement between the parties, each Member Agency has a right to 50 percent of the available wastewater treatment capacity of the PlantJoint System (equal to 2.625 MGD each, as of the date of this Agreement). However, to the extent a portion of this capacity is leased to the Rancho Santa Fe Community Services District and the City of Del Mar, the parties agree that such demands shall be supplied equally from the capacity of each Member Agency. Nothing in this section shall be construed to grant any rights to the Rancho Santa Fe Community Services District or the City of Del Mar.

(b) Neither Member Agency shall issue sewer treatment commitments, availability letters, or permits totaling more than 100 percent of its allocated capacity rights. ~~The~~ SEJPA shall meter the amount of sewagewastewater from each Member Agency being treated~~-at,~~ transported, recycled or disposed of by the PlantJoint Facilities. When~~the~~ SEJPA finds that a Member Agency is utilizing 75 percent or more of its maximum capacity rights, SEJPA shall immediately notify the Member Agency in writing. The Member Agency shall immediately take steps to reduce its use ~~of the Plant~~ so as to be within its maximum capacity rights. If a Member Agency is unable to reduce its use of the PlantJoint Facilities, it shall either;

1. Purchase or lease capacity from the other Member Agency, at a price negotiated between the Member Agencies, if the other Member Agency has surplus or unused capacity rights; or

2. At its own expense, provide for modifications to pumping and conveyance or treatment facilities so as to accommodate its excess use of the PlantJoint Facilities.

Should any party fail to comply with the provisions of this Section, SEJPA may take any necessary action under Section 7.3 or Section 7.5.

Section 7.2. Transfers.

Either Member Agency may contract with any person, firm, association, corporation or public agency for any portion of its maximum capacity rights under this Agreement, but no such contract shall relieve the Member Agency of any of its obligations under this Agreement.

Either Member Agency may sell any portion of its maximum capacity to the other Member Agency. Upon such sale, ~~the~~ SEJPA Board will adjust the maximum capacity of the Member Agencies to reflect the sale.

Section 7.3. At no time shall the flow to or into the PlantJoint System from a Member Agency exceed the party's capacity rights. ~~The~~ SEJPA shall have the power to limit the sewagewastewater treatment commitments, availability letters or permits, or the sewage flowing to or into the PlantJoint System from a party to the capacity rights of that party. ~~The~~ SEJPA shall have the power to prohibit the discharge ~~to~~into the PlantJoint System of any substance in a concentration which exceeds the maximum limit that may have been established by resolution or ordinance of ~~the~~ SEJPA, or of either party, as necessary to safeguard the sewagewastewater treatment processes ~~of the Plant. The~~and to meet disposal or recycling regulatory requirements. SEJPA shall cause the combined effluent treatment of the PlantJoint System to be monitored, as well as the combined discharge, to determine whether federal and/or state discharge requirements or permit limits are being met. In addition, ~~the~~ SEJPA shall cause the effluent of each Member Agency to be monitored. If the combined effluent of the PlantJoint System, at the point of ultimate discharge into the receiving water, fails at any time to meet all discharge requirements or permit limits, the Member Agency responsible for each violation shall be solely responsible for any fines or penalties levied or criminal sanctions imposed. In this regard, the Member Agency responsible for any such violation shall hold harmless ~~the~~ SEJPA and the non-violating Member Agency from all liability and damages, fines or penalties, incurred by them or any of them as a direct and proximate result of such violation, including, but not limited to, legal, engineering and administrative expenses, and direct or indirect damages incurred by ~~the~~ SEJPA or any non-violating Member Agency as a result of a cease and desist order, or court injunction from any state or federal agency restricting construction within the jurisdictional limits of ~~the~~ SEJPA or the Member Agency. Upon notification of any such violation, the Member Agency in violation shall take prompt, corrective action as necessary to meet said discharge requirements or permit limits.

Section 7.4. The Member Agencies agree that ~~the~~ SEJPA shall be empowered, in any case in which ~~the~~ SEJPA is a party, to a grant contract with the State of California or the United States of America, to impose to the extent permitted by law on each of the Member Agencies, the duty of compliance with all conditions in such grant contract, and each Member Agency agrees to comply with such conditions by enactment of appropriate ordinances, regulations or otherwise.

Section 7.5. Each Member Agency, as required by law, shall adopt and maintain a uniform industrial waste ordinance that will establish criteria for, and restrictions on, the nature and quality of industrial waste discharged either directly or indirectly ~~intoto~~ the ~~Plant. The~~Joint Facilities. SEJPA, acting through the general manager with the approval of ~~the~~ SEJPA Board, shall be responsible for the design, implementation and operation of a program for inspection and monitoring all industrial waste produced in each Member Agency and discharge into the ~~Plant~~Joint Facilities, including field inspection employees of ~~the~~ SEJPA. The industrial waste ordinance of each Member Agency will authorize field inspection employees of ~~the~~ SEJPA to act as enforcement agents of the Member Agency with power to inspect and issue notices for violations of such ordinance; provided that all actual prosecutions for violations of such ordinances (including, without limitation, levying of fines, disconnection of discharge lines, and civil and criminal court actions) shall be the exclusive responsibility of the respective parties. All costs and expenses of ~~the~~ SEJPA under this section shall be allocated by ~~the~~ SEJPA to the parties on the basis of the actual costs incurred for each party and as a part of maintenance and operation costs provided for in Section 6.3.

Section 7.6. Each Member Agency, and any other agency using the ~~plant~~Joint Facilities, shall adopt and enforce ordinances, resolutions, rules and regulations, regulating the type and condition of sewage ~~and,~~ wastewater or other discharge permitted to be discharged into the transmission facilities under the control of the Member Agency or other agency, and shall prohibit users of every kind and nature from discharging any sewage, wastewater ~~or storm water which,~~ stormwater or other materials that would be detrimental to the Joint Facilities or any part thereof. Each Member Agency, and any other agency, shall comply with all applicable laws of the United States, the State of California, or any other ~~city~~entity having jurisdiction over the collection, transmission, treatment and disposal of sewage, wastewater or ~~storm~~

~~water~~stormwater. For the purposes of this Section, laws shall include statutes, ordinances or regulations duly adopted by a regulatory agency of the United States or the State of California.

Section 7.7. To the maximum extent practicable, no party to this Agreement shall permit excessive uncontrolled infiltration of surface or ~~storm-water~~stormwater into the Joint Facilities or its transmission facilities.

Section 7.8—~~The~~ SEJPA is hereby authorized to take any and all legal or equitable actions, including, but not limited to seeking injunctive relief or specific performance, as necessary to enforce this Agreement.

ARTICLE 8

RIGHT TO EXPAND

Section 8.1. Notwithstanding anything in this Agreement to the contrary, if ~~the~~ SEJPA fails to expand the ~~Plant~~Joint System to meet the service needs of a Member Agency, either Member Agency may undertake any expansion to the Joint Facilities deemed necessary by the Member Agency to provide service within the service territory of the Member Agency. The party undertaking the expansion shall be responsible for all costs associated with such expansion and shall be entitled to all capacity resulting from the expansion.

ARTICLE 9

PREVIOUS AGREEMENTS

Section 9.1. Prior agreements between the Member Agencies shall be of no force and effect after the date of this Agreement, except insofar as it defined the rights and obligations of the parties with regard to the Joint System prior to the date of this Agreement. Such prior agreements may be used to interpret this Agreement as it pertains to the operation, maintenance and ownership of the Joint System.

Section 9.2. The Agreement between the Rancho Santa Fe Community Services District, SEJPA, and the Cardiff and Solana Beach Sanitation Districts for treatment and disposal of 0.25 MGD of sewage, as most recently amended ~~through January 3, 1994~~on July 1, 2016, shall be administered by SEJPA on behalf of the Member Agencies.

Section 9.3. SEJPA is hereby delegated the duties and assigned the rights of the Cardiff Sanitation District and the Solana Beach Sanitation District, and either or both of them under the Agreement between Buena, Cardiff, Fairbanks Ranch, Rancho Santa Fe, Solana Beach, and

Whispering Palms Sanitation Districts; regarding a Joint Sewage Collection and Transmission Operation Center dated November 17, 1981.

Section 9.4. ~~The~~ SEJPA shall administer the San Elijo Ocean Outfall Agreement dated October 4, 2000, and as amended from time to time, between ~~the~~ SEJPA and the City of Escondido.

Section 9.5. The Agreement between the City of Del Mar and SEJPA for wastewater treatment and disposal or recycling of 0.60 MGD of wastewater dated July 1, 2014, and as amended from time to time, shall be administered by SEJPA on behalf of the Member Agencies.

Section 9.6. The recycled water agreements between SEJPA and San Dieguito Water District, Santa Fe Irrigation District, City of Del Mar, Olivenhain Municipal Water District, Encinitas Ranch Golf Authority which have been executed and subsequently amended from time to time, shall be administered by SEJPA on behalf of the Member Agencies.

ARTICLE 10

OBLIGATION FOR TRANSMISSION SYSTEM

Section 10.1. Each Member Agency shall be responsible for the maintenance, operation, expansion and installation of all transmission facilities located within the service territory of the Member Agency. A Member Agency may delegate this responsibility to ~~the~~ SEJPA; provided, however, that the Member Agency shall remain responsible for all costs and liabilities arising out of the assumption of this responsibility by SEJPA.

Section 10.2. The Member Agencies shall share the maintenance and operating costs of any transmission facility, not part of the Joint Facilities, used jointly by both parties, in proportion to the actual use by the respective parties.

Section 10.3. Meters used to measure the flow from a Member Agency to the Joint Facilities shall be operated and maintained as part of the Joint Facilities.

ARTICLE 11

RECLAIMED WATER AND OTHER BY-PRODUCTS

Section 11.1. All water (wastewater, ground water, reclaimed water, stormwater, or other), biosolids and other by-products of the Joint Facilities operation shall be the property of ~~the~~ SEJPA.

Section 11.2. ~~The~~ SEJPA may sell any ~~reclaimed~~recycled water, purified water, stormwater, groundwater, biosolids other byproducts of the Joint ~~System~~Facilities.

Section 11.3. Before selling ~~reclaimed~~recycled water, purified water, stormwater, groundwater, biosolids or other byproduct to any person other than a Member Agency, ~~the~~ SEJPA shall offer the product to the Member Agencies. The Member Agencies shall have 60 days to accept the offer.

ARTICLE 12

TERMINATION

Section 12.1. This Agreement shall continue until terminated by an agreement executed by the parties, such agreement being authorized by a four-fifths vote of the governing body of each Member Agency. Such agreement shall provide for the disposition of the assets and liabilities of SEJPA.

Section 12.2. Notwithstanding section 12.1, either Member Agency may terminate this Agreement by giving the other party not less than 12 months written notice of its intent to withdraw from SEJPA. In such event, the withdrawing party shall remain liable for payment of its pro rata share of any debts or legal obligations of ~~the~~ SEJPA which are outstanding at the time of withdrawal, including but not limited to obligations to repay any loan, grant or other indebtedness incurred for the purpose of developing or constructing any wastewater or water recycling facility. The withdrawing party shall also be responsible for any and all costs or expenses of the non-withdrawing party incurred as a result of the termination, such as the costs of permit modifications to maintain Joint Facilities' operations or obtaining lenders' consents to modify obligees on outstanding grants, leases or loans. The withdrawing party may transfer its interests in the assets of SEJPA to any other public agency with authority to operate a wastewater and water recycling facility, provided that: (1) the non-withdrawing party shall have a right of first refusal ~~to~~ acquire the assets of the withdrawing party on terms and conditions no less favorable than those on which the withdrawing party is transferring the assets to another public agency; and (2) the transferee shall either have no right to manage or govern the operations of the wastewater or water recycling facilities (i.e., the non-withdrawing party shall have sole right and responsibility for management and governance of the operations of the Joint Facilities) following the transfer, or the terms and conditions of the transfer affecting the operations of the Joint Facilities (-including the transferee's proposed governance rights, if any) shall be

acceptable to and approved by the non-withdrawing party. The non-withdrawing party shall have a reasonable period of time to exercise its rights under this paragraph.

ARTICLE 13

MISCELLANEOUS PROVISIONS

Section 13.1. Notices required to be given to any party under this agreement shall be delivered either personally or by first class mail, postage pre-paid, addressed as follows:

City of Solana Beach

City Manager

635 S. Highway 101

Solana Beach, California 92075

City of Encinitas

City Manager

505 S Vulcan Ave

Encinitas, California 92024

provided that either party may give notice, in writing, of a different address to which notices shall be given in the future.

Section 13.2. Each party to this Agreement shall, to the maximum extent feasible, prohibit the Joint Facilities from being used for any purpose other than the treatment, disposal or reclamation of wastewater, groundwater or stormwater, unless such other use is lawful and mutually agreed to by the parties to this Agreement, in writing, to be in their best interests.

In the event that any portion of the Joint Facilities is used for such other purposes, any lease payments, rents, or other income derived from such use shall inure to the benefit of ~~the~~ SEJPA.

Section 13.3. Time is of the essence in this agreement.

Section 13.4. Whenever this Agreement requires consent or approval, such consent or approval shall not be unreasonably withheld.

Section 13.5. This Agreement shall be governed by the laws of the State of California.

Section 13.6. This Agreement may be amended at any time, or from time to time, except as limited by contract with the holders of bonds issued by ~~the~~ SEJPA, or by applicable regulations or laws of any jurisdiction having authority, by one or more supplemental agreements executed by all the parties, either as required in order to carry out any of the provisions of this Agreement or for any other purpose, including, without limitation, adjustment of capacity rights or addition of new parties (including any legal entities or taxing areas heretofore or hereafter created) in pursuance of the purposes of this Agreement.

Section 13.7. Should any part, term, or provision of this Agreement be decided by the courts to be illegal or in conflict with any law of the State, or otherwise be rendered unenforceable or ineffectual, the validity of the remaining portions or provisions shall not be affected thereby.

Section 13.8. This Agreement shall be binding upon and shall inure to the benefit of the successors of the Member Agencies. No party may assign any right or obligation hereunder without the written consent of the other Member Agencies.

Section 13.9. Either Member Agency may amend or modify its service territory at any time, provided however, that no modification shall alter the capacity rights of a Member Agency or include the service territory of the other Member Agency without the consent of the other Member Agency and an amendment to this Agreement.

IN WITNESS WHEREOF, the parties hereto have, by resolution, caused this Agreement to be executed on the day and year set opposite the name of each of the parties.

City of Solana Beach, as successor to the
SOLANA BEACH SANITATION DISTRICT

DATED: _____

ATTEST:

City Clerk

APPROVED AS TO FORM

City Attorney

City of Encinitas, as successor to the
CARDIFF SANITATION DISTRICT

DATED: _____

ATTEST:

City Clerk

APPROVED AS TO FORM

City Attorney

**FIRST AMENDED RESTATEMENT OF
AGREEMENT BETWEEN CARDIFF SANITATION DISTRICT
AND SOLANA BEACH SANITATION DISTRICT
ESTABLISHING THE SAN ELIJO JOINT POWERS AUTHORITY**

This amended agreement is entered into this _____ day of _____, 2020 by and between the City of Encinitas, as successor to the Cardiff Sanitation District, a county sanitation district, and the City of Solana Beach, as successor to the Solana Beach Sanitation District, a county sanitation district (hereinafter the City of Encinitas and the City of Solana Beach shall be referred to as the “**parties**” or “**Member Agencies**”), pursuant to the laws of the State of California.

RECITALS

A. The Cardiff Sanitation District and the Solana Beach Sanitation District jointly constructed and operated a water pollution control facility known as the San Elijo Water Pollution Control Facility, pursuant to a joint powers agreement, commonly referred to as the “**Basic Agreement**.”

B. The Basic Agreement was superseded by the “Agreement Between Cardiff Sanitation District and Solana Beach Sanitation District Establishing A Joint Powers Authority For The Operation, Maintenance, Construction, Upgrade and Expansion Of A Joint Sewage System,” dated June 17, 1987 (the “**Joint Powers Agreement**”). That Joint Powers Agreement created the San Elijo Joint Powers Authority (hereinafter “**SEJPA**”) as a separate public entity with the power to own, operate, maintain and upgrade the San Elijo Water Pollution Control Facility. Under the terms of that agreement, SEJPA was empowered to exercise the authority of the sanitation districts to provide for the transmission, collection, treatment, disposal of sewage and wastewater, and to develop water reclamation facilities, and was vested with all of their rights, obligations, liabilities and duties.

C. Upon the dissolution and merger of the Solana Beach Sanitation District with the City of Solana Beach on July 1, 1990, and the dissolution and merger of the Cardiff Sanitation District with the City of Encinitas on October 18, 2001, these cities became entitled to continue to exercise the rights of the county sanitation districts in accordance with Government Code

Sections 56886, 57461 and 57462, with respect to the provision of sewer service pursuant to the contracts under which the San Elijo Joint Powers Authority was created and operated.

D. The Joint Powers Agreement was amended a number of times between 1989 and 2008. It is the intent of the parties to supersede the June 2008 amendment to the Joint Powers Agreement by the adoption of this “First Amended Restatement of Agreement Between Cardiff Sanitation District and Solana Beach Sanitation District Establishing the San Elijo Joint Powers Authority” (hereinafter the “**Agreement**”). The purpose of this Agreement is to update the Joint Powers Agreement.

In consideration of these recitals and the mutual covenants contained herein, the Member Agencies agree as follows:

ARTICLE 1

DEFINITIONS

Section 1.1. For the purposes of this Agreement, the words and terms defined in this Article have the meaning established by this Article, unless from the context of the paragraph, sentence, phrase or clause in which the word or term appears it is evident that a different meaning is intended. Unless otherwise defined, the words or terms used in this Agreement shall have their customary and common meanings.

Section 1.2. “**Act**” means the Joint Exercise of Powers Act, Title 1, Division 7, Chapter 5, (commencing with Section 6500) of the California Government Code.

Section 1.3. “**Joint System**” means the San Elijo Water Campus, consisting of the land, the San Elijo Water Pollution Control Facility, the Escondido Regulator Structure and the San Elijo Ocean Outfall, as well as the San Elijo Water Reclamation Facility, the Oak Crest and Lomas Santa Fe Reservoirs, Encinitas Ranch and Lomas Santa Fe Booster Pump Stations and the associated recycled water distribution systems.

Section 1.4. “**Joint Facilities**” means the Joint System together with all other facilities, improvements, land and other works acquired, installed, operated, or maintained by SEJPA pursuant to this agreement.

Section 1.5. “**MGD**” means million gallons per day. Unless otherwise specified, the term MGD is used in reference to treatment capacity determined by average daily dry weather flow.

Section 1.6. “**Member Agency**” means either the City of Solana Beach, as successor to the Solana Beach Sanitation District, or the City of Encinitas, as successor to the Cardiff Sanitation District. When used in the plural, the term shall mean both cities.

Section 1.7. “**Person**” means person, corporation, partnership, joint venture, public entities, or unincorporated association of any type or nature.

Section 1.8. “**SEJPA**” means the San Elijo Joint Powers Authority created by this Agreement.

Section 1.9. “**Transmission facilities**” means sewers, pipes, manholes, force mains, laterals, pump stations, meters and other improvements for the collection or transmission of sewage, wastewater or reclaimed water.

Section 1.10. “**Water Campus**” is a term used to refer generally to the San Elijo Water Pollution Control Facility and San Elijo Water Reclamation Facility, also referred to as the Joint System, and may include either the Joint System or the Joint Facilities, depending upon the context of the sentence in which the term is used.

ARTICLE 2

CREATION OF AUTHORITY/ SEJPA BOARD

Section 2.1. This Agreement is made pursuant to the Act, providing for the joint exercise of powers common to the Member Agencies. The purpose of this Agreement is to establish a single agency authorized to manage, operate, maintain and expand the Water Campus for the treatment, disposal and recycling of wastewater, stormwater and ground water for beneficial reuse to reduce the region’s dependency on imported water, which includes treatment, storage, transmission, sale of recycled water and purified water and the necessary disposal or recycling of residual liquids and solids, and to determine the joint and separate obligations of the Member Agencies for the fulfillment of these services and other services as directed and approved by the agency’s Board of Directors.

Section 2.2. The San Elijo Joint Powers Authority is hereby created. The San Elijo Joint Powers Authority is a public entity, separate and apart from the Member Agencies.

Section 2.3. Organization of SEJPA Board

(a) SEJPA shall be governed by a Board consisting of four members. Two members of SEJPA Board shall be members of the City Council of the City of Solana Beach and two

members shall be members of the City Council of the City of Encinitas. Each Member Agency may appoint an alternate to serve in the absence of a regular member of SEJPA Board, who must also be a council member or an employee of the Member Agency.

(b) Each member of SEJPA Board shall serve a term determined by the appointing authority. A member may serve any number of consecutive terms. A member or alternate member shall be disqualified to serve on SEJPA Board if the member ceases to hold office on the city council of the appointing Member Agency, or in the case of an employee alternate, ceases to be an employee of the appointing Member Agency. Alternate members, if any, shall serve at the pleasure of the appointing authority. Each Member Agency shall provide written notice to SEJPA of any appointments made, and of any vacancies which may occur. However, the Board of SEJPA shall have the power to determine when a vacancy exists, in accordance with Government Code Section 1770 *et seq.*, for the purposes of conducting its business and notifying the Member Agencies of the need for an appointment.

(c) Each member of SEJPA Board may receive compensation for each day of service to the joint powers authority, as defined by resolution adopted by SEJPA Board. The rate of compensation, total per diem and annual compensation available, and compensable services established by such resolution shall not exceed the limits set forth in Water Code Sections 20201 and 20202. Such a resolution may be effective upon its adoption, but shall in no event have retroactive effect. It shall provide compensation of not less than the amount of \$160.00 per meeting for each regular, adjourned or special meeting of SEJPA Board. Members shall also be reimbursed for actual and necessary expenses for travel and meetings as authorized by SEJPA Board.

Section 2.4. Meetings of SEJPA Board

(a) Annually, SEJPA Board shall establish the time, date and place of its regular meetings; provided however, that SEJPA Board shall hold at least one regular meeting every two months.

(b) All meetings of SEJPA Board shall be noticed, called, held, and conducted in accordance with the Ralph M. Brown Act.

(c) SEJPA Board shall keep minutes of all meetings, except for authorized closed sessions. The minutes shall be prepared as soon as practicable after each meeting of SEJPA

Board and a copy shall be delivered to each member of the Member Agencies, and to their respective city managers.

Section 2.5. Voting; Tie Votes

(a) Each member of SEJPA Board shall have one vote. When a regular member of SEJPA Board is absent, the regular member of SEJPA Board of the same Member Agency shall be entitled to cast a vote on behalf of the absent member.

(b) Three members shall constitute a quorum for the transaction of business except that less than a quorum may adjourn any meeting from time to time. The existence of a quorum shall be determined based on the number of members present.

(c) The affirmative vote of three members of SEJPA Board shall be required for any action of SEJPA Board.

(d) Whenever, after consideration of a matter for two meetings, SEJPA Board is unable to decide the matter because of a tie vote, the issue shall be referred to the City Councils of the Member Agencies for resolution within 45 days, except as otherwise provided in Sections 4.7 and 6 of this Agreement.

(e) SEJPA Board may adopt, amend or repeal by-laws, rules or regulations for the conduct of its meetings and other business.

(f) The voting procedures established by this section, including the ability of one member to cast a vote on behalf of another member from the same Member Agency under the described circumstances, shall only apply to duly noticed regular and special meetings of SEJPA Board. The voting procedures established by this section shall not apply to any standing or ad hoc committee of SEJPA.

ARTICLE 3

OFFICERS AND EMPLOYEES OF SEJPA BOARD

Section 3.1. Election of Officers

(a) By the second meeting of each calendar year, SEJPA Board shall appoint a chairperson and vice-chairperson and shall establish the time and place for its regular meetings. The chairperson shall conduct and may call meetings of SEJPA Board, adopt resolutions and ordinances, and execute contracts and other documents, and take such other actions as may be legally required or authorized by SEJPA Board on behalf of the joint powers authority.

(b) The vice-chairperson shall act and perform all of the chairperson's duties in the absence of the chairperson.

Section 3.2. Secretary

(a) The general manager of SEJPA will serve as the secretary to the Board. The Board may appoint any deputy secretaries as may be necessary or convenient. The secretary shall be responsible for preparing the minutes of SEJPA Board, attesting to the signatures of the chairperson, vice-chairperson, or general manager on all resolutions, ordinances, contracts or other documents, and keeping all files and records of SEJPA.

(b) The secretary shall cause a copy of this Agreement, and all amendments, to be filed with the Secretary of State pursuant to the Act.

(c) The secretary of SEJPA is designated as the official for service of process or other documents on SEJPA, and is authorized to accept service of process or other documents on behalf of SEJPA, together with any deputy secretaries, if so authorized by SEJPA Board.

Section 3.3. Treasurer; Auditor

(a) SEJPA Board may appoint the general manager or other qualified officer, employee, or consultant of SEJPA as treasurer, pursuant to the provisions of Section 6506.6 of the Act.

(b) The treasurer shall be the depository and shall have custody of all of the accounts, funds and money of SEJPA from whatever source.

(c) The treasurer shall have the duties established by Sections 6505 and 6505.5 of the Act. SEJPA shall contract with a certified public accountant to perform the annual audit.

(d) Pursuant to Section 6505.1 of the Act, the treasurer shall have charge of, handle and have access to all accounts, funds and money of SEJPA and all records of SEJPA relating thereto. The secretary shall have charge of, handle and have access to all other records of SEJPA.

(e) SEJPA Board shall establish the amount of the official bond required of the treasurer and general manager. The premium of the bond shall be a proper charge against SEJPA. SEJPA may obtain a master bond to satisfy these requirements.

Section 3.4. General Manager

(a) SEJPA Board shall appoint a general manager of SEJPA. The general manager will serve as the chief executive officer (CEO) and will be a qualified, registered engineer, or a qualified, registered designee of an engineering firm with experience in managing wastewater treatment and water reclamation facilities.

(b) The general manager shall be responsible for the administrative operations of SEJPA under the direction and control of SEJPA Board. The general manager shall be responsible for the effective functioning of SEJPA and the physical facilities owned and operated by SEJPA.

(c) The general manager shall have the following powers in addition to those powers necessary and proper to the effective administration of SEJPA, and not by way limitation on those powers:

(1) To participate in the design of and supervise the construction of any improvements to, or expansion of, SEJPA facilities authorized or contemplated by this agreement, or future improvements and expansions authorized by the Board of Directors;

(2) To the extent permitted by law, execute any contract for capital costs, costs of special services, equipment, materials, supplies, maintenance or repair that involves an expenditure by SEJPA of \$50,000 or less; or any contract with any consultant for services, the cost of which is included in the budget for the then current fiscal year, and which involve an expenditure by SEJPA of \$50,000 or less; however, the Board of Directors must authorize contracts with consultants to perform the duties of the auditor or treasurer.

(3) To employ and approve payroll for all personnel of SEJPA required for administration, maintenance and operation of the Joint Facilities and all other employees authorized by SEJPA's budget or by SEJPA Board;

(4) To expend funds of SEJPA and enter into contracts on behalf of SEJPA whenever required for urgent maintenance or repair work or in the event of any emergency to keep the Joint Facilities in operation or to restore them to operating condition. Following the exercise of this authority, the general manager shall make the report required by section 22050 of the Public Contract Code regarding the necessity of the actions taken. For the purposes of this authorization, urgent maintenance or repair work and emergency work is that required as a result of a physical condition of SEJPA owned infrastructure or any of the Joint

Facilities which threatens the public health or safety or the environment, and requires immediate remedial action in order to avoid the threat to the public health or safety or to the environment;

(5) To approve demands for payments by SEJPA of \$50,000 or less, provided such demands are made pursuant to a valid contract to which SEJPA is a party, or are demands for payment for items for which funds have been approved in the adopted SEJPA budget;

(6) To prepare and submit to SEJPA Board, in time for revision and adoption by it prior to June 30 of each year, the annual budget for the next succeeding fiscal year referred to in Section 6.1;

(7) To apply for all permits, licenses, or approvals necessary for operation of the Joint Facilities from any local, state or federal government or agency with jurisdiction over the facilities of SEJPA, and to file all reports required by any local, state or federal government or agency with jurisdiction over the facilities of SEJPA, unless otherwise directed to the contrary by SEJPA Board; and

(8) Generally to supervise the acquisition, construction, management, maintenance and operation of the Joint Facilities.

(9) To process, investigate, respond to and resolve claims filed against SEJPA, and to settle claims in amounts not exceeding \$50,000 (or the maximum amount authorized pursuant to Government Code section 935.4), provided that SEJPA Board may, by resolution, reduce the settlement authority of the general manager.

(d) The general manager shall perform such other duties as may be delegated by SEJPA Board, and shall report to SEJPA Board at such times and concerning such matters as SEJPA Board may require.

(e) The general manager shall on an ongoing basis inform the city manager of each party of the operation of SEJPA and of the decisions of the general manager in operating and administering SEJPA which affect the Member Agencies.

Section 3.5. General Counsel

(a) SEJPA Board shall appoint General Counsel of SEJPA on such terms and conditions as it may see fit. General Counsel shall be a person or firm with experience with public law and the operations of utilities.

(b) General Counsel shall advise SEJPA officials in all legal matters pertaining to SEJPA business. General Counsel shall frame all ordinances and resolutions required by the Board. General Counsel shall perform other legal services as required from time to time by the Board. Notwithstanding the foregoing, SEJPA Board may also retain Special Counsel, as needed.

Section 3.6. Other Employees and Consultants

(a) SEJPA Board shall have the power to appoint and employ such other employees, consultants, advisers and independent contractors as may be necessary for the purposes of this Agreement.

(b) Except as expressly approved by SEJPA Board, none of the officers, agents, or employees directly employed by SEJPA Board shall be deemed, by reason of their employment by SEJPA to be employed by either Member Agency, or by reason of their employment by SEJPA to be subject to any of the requirements of either Member Agency.

ARTICLE 4

POWERS

Section 4.1. SEJPA shall exercise, in a manner provided in this agreement, the powers common to each of the county sanitation districts organized under Health & Safety Code section 4700 *et seq.* (which created this joint powers authority) as necessary to accomplish the purposes of this Agreement.

As provided in the Act, SEJPA shall be a public entity separate from the Member Agencies. SEJPA shall have the power to finance, acquire, construct, manage, maintain and operate the Joint Facilities.

In exercising its powers hereunder, SEJPA shall use its best efforts to maximize water reclamation, storm water capture and reuse, beneficial use of biogas and re-use of biosolids.

Section 4.2. SEJPA shall have the authority to finance, construct, acquire, manage, operate and maintain any improvements or facilities necessary to upgrade the Joint Facilities.

Section 4.3. SEJPA shall have the authority to finance, construct, acquire, manage, operate and maintain any improvements or facilities necessary to expand the treatment capacity of the Joint System in order to provide wastewater, stormwater, water reuse treatment capacity necessary to serve the continuing needs of the property within areas served by the Member Agencies and such other territories as it may, by contract or otherwise, be authorized to serve.

Section 4.4. SEJPA is, in its own name, authorized to do all acts necessary for the exercise of the foregoing powers, including, but not limited to, any or all of the following:

- (a) To make and enter into contracts.
- (b) To employ agents, employees, advisors, consultants and independent contractors.
- (c) To acquire, construct, manage, maintain or operate any buildings, works, or improvements.
- (d) To acquire, hold or dispose of property.
- (e) To sue and be sued in its own name.
- (f) To incur debts, liabilities or obligations, provided that no debt, liability or obligation shall constitute a debt, liability or obligation of either Member Agency, except to the extent required by law.
- (g) To apply for, accept, receive and disburse grants, loans and other aid from any agency of the United States of America or of the State of California.
- (h) To purchase insurance, including, but not limited to, general liability, property and worker's compensation insurance.
- (i) To invest any money in the treasury pursuant to Section 6505.5 of the Act that is not required for the immediate necessities of SEJPA, as SEJPA determines is advisable, in the same manner and upon the same conditions as local agencies, pursuant to Section 53601 of the Government Code of the State.
- (j) To carry out and enforce all the provisions of this Agreement.
- (k) To act as lead agency for purposes of the California Environmental Quality Act with regard to any upgrade or expansion of the Joint Facilities.
- (l) To establish charges and fees for sewage treatment and other services provided by SEJPA.

Section 4.5. SEJPA shall have the power to issue revenue bonds under the Act, commencing with Section 6540, the Revenue Bond Act of 1941, commencing with Section 51300 of the Government Code, the Mello-Roos Community Facilities Act, commencing with Government Code Section 53330, or other provisions of law applicable to joint powers authorities, or to finance Joint Facilities expansion or upgrade by any other revenue-based financing method which either Member Agency is authorized to use.

Section 4.6. SEJPA is authorized to charge to each Member Agency its proportionate or contracted share of the maintenance, operation, financing, construction, acquisition or expansion of the Joint Facilities, or the debt service on any revenue bonds. The Member Agencies agree to levy within their respective service areas service, stand-by, annexation, connection and other fees and charges as authorized by law as may be necessary to pay the charges established by SEJPA.

Section 4.7. All casualty losses resulting from claims for damages or litigation, and all related attorneys' fees, investigative fees, and other expenses, shall be deemed included within the operation and maintenance expenses of the Joint Facilities and shall be processed, investigated, and resolved by SEJPA. SEJPA shall bill, and the Member Agencies shall pay for such casualty losses and related expenses in proportion to their average daily flow in the Joint System for the prior three calendar years as part of their regular operation and maintenance expense payments pursuant to Sections 6.7 and 6.8 of this Agreement, unless said loss or expense is solely the result of actions by one member agency, in which case that member agency shall be solely responsible for payment of loss or expense.

Section 4.8. The powers of SEJPA shall be exercised in the manner provided in the Act, in the applicable revenue bond laws, in the Federal Water Pollution Control Act, and in the Porter-Cologne Water Quality Control Act; and, except for those powers set forth in any Bond Law and in Article 2 of the Act, as the same now reads or may be hereafter amended, shall be subject, to the extent required by Section 6509 of the Act, to the restrictions upon the manner of exercising such powers that are imposed upon County Sanitation Districts in the exercise of similar powers.

Section 4.9. Unless otherwise specified by resolution of the Member Agency passed in connection with the issuance of bonds or other financing methods for the financing or refinancing of improvements, the debts, liabilities and obligations of SEJPA shall not be the debts, liabilities and obligations of either Member Agency, except as may be specifically provided for in California Government Code Section 895.2, as amended or supplemented, and as required by Government Code Section 6508.1 and set forth in this section.

(a) Member Agency Liabilities under Government Code Section 895.2. The parties further agree as follows: (i) pursuant to California Government Code Section 895.4, in the event the parties, or either of them, are held liable for the acts or omissions of SEJPA caused by a

negligent or wrongful act or omission occurring in the performance of this Agreement; or (ii) in the case of any other liability incurred by SEJPA during the course of its existence to a third party, other than the public pension liabilities addressed in subsection (b); then, with respect to (i) and (ii) the parties shall discharge any such liability from payments to be made to SEJPA by each of the parties in proportion to each party's contribution to SEJPA's facility or facilities to which the liability is or is alleged to be attributable, unless otherwise agreed; provided (A) the foregoing contribution from the Member Agencies shall be required only to the extent SEJPA does not have insurance coverage for such liability. Each Member Agency shall indemnify, defend and hold harmless the other Member Agency from any such liability in excess of its proportionate share. Whether or not insurance coverage is available, the Authority shall be responsible, in the first instance, for responding to any claims or actions brought against it, and/or against one or both of the Member Agencies, on behalf of itself, and the Member Agencies involved, which shall fully cooperate with SEJPA in its defense of such claims or actions. The cooperation of the parties involved shall also include, upon the request of SEJPA, providing financial support during its defense of any claim or action under this subparagraph. Upon the final disposition of any claim or action to which this subparagraph applies, each Member Agency shall indemnify, defend and hold harmless the other Member Agency from any such liability in excess of its proportionate shares.

(b) Liability for Public Retirement System Costs (increased PERS, Unfunded "UAL" liability and OPEB (retiree) costs). In the event of withdrawal of either Member Agency or the dissolution, cessation of operations, or termination of participation in a public retirement system of or by SEJPA, unless otherwise unanimously agreed, each member agency shall assume responsibility for its share of any unfunded public retirement system liability. Each Member Agency shall negotiate in good faith to enter into a contract with the board of the public retirement system to fund its share of unfunded public retirement system liability annual obligations by: (i) making annual contributions; or (ii) making a lump-sum payment; or (iii) providing for payment by any other actuarially sound payment method. Each Member Agency agrees to defend and indemnify the other, and SEJPA, against any claim that it has not timely met its legally required notice or funding obligations in the manner agreed upon herein, including the cost of any arbitration resulting from a dispute arising under Government Code §§ 6508.2 or 20575.

(c) Notice to Public Retirement System. Prior to filing any notice of termination to a public retirement system or a decision to dissolve SEJPA, cease its operations, SEJPA shall provide a copy of this agreement to the public retirement system or systems in which SEJPA participates, as required by Government Code section 6508.2. In addition, upon approval of this amended Agreement, SEJPA shall provide a copy to the public retirement system or systems in which SEJPA participates, as required by Government Code section 6508.2

Section 4.10. SEJPA is hereby designated lead agency for the purposes of the California Environmental Quality Act as it applies to all undertakings for expansion or upgrade of the Joint Facilities, unless otherwise agreed by the Member Agencies.

Section 4.11. SEJPA may allow either Member Agency to conduct temporary operations, provided that: (1) such Member Agency agrees to defend, indemnify and hold harmless both SEJPA and the other Member Agency against any costs, damages, or liabilities arising out of such operations involving the Joint Facilities; and (2) SEJPA determines that such use will not be injurious to, nor interfere with the lawful operation of the Joint Facilities; and (3) the Member Agency bears any and all costs which SEJPA may incur which arise out of such operations. The Board of SEJPA may authorize the general manager to permit such operations on such terms and conditions as it may specify.

ARTICLE 5

METHODS OF PROCEDURE: CAPITAL COSTS

Section 5.1. The Member Agencies previously conveyed their respective property interests in the Joint System to SEJPA, together with rights of access over, across, and through any real property owned by the Member Agencies necessary for the operation of the Joint Facilities. All real or personal property, facilities, improvements, fixtures or other property interests necessary for operation, maintenance, upgrade, or expansions of the Joint Facilities shall be acquired in the name of SEJPA.

Section 5.2. The Member Agencies previously transferred all records, accounts, funds and money relating to the Joint Facilities to SEJPA.

Section 5.3. SEJPA is responsible for operation and maintenance of the Joint Facilities. Either Member Agency may contract with SEJPA to perform operation and maintenance of the transmission and collection systems, or other non-Joint Facilities of the Member Agency, provided that all costs and liabilities incurred by SEJPA, its employees, officers or agents,

arising out of SEJPA's operation or maintenance of such systems or facilities for one Member Agency shall be discharged by payment by such Member Agency; and further provided that such Member Agency shall defend, indemnify and hold harmless the other Member Agency from all liabilities arising out of SEJPA's operation or maintenance of such systems or facilities.

Section 5.4. If work is performed by one Member Agency at the request of SEJPA for SEJPA, then SEJPA shall hold harmless, defend, and indemnify the Member Agency performing the work.

Section 5.5. SEJPA may undertake all steps and procedures necessary to plan, finance, construct and operate any upgrade or expansion of the Joint Facilities, as approved by SEJPA Board, including, but not limited to, preparation of plans and specifications; acquisition of permits, licenses, rights-of-way and land, construction, issuance of bonds, acceptance of grants and any other activity necessary or convenient to the accomplishment of the project.

ARTICLE 6

BUDGET; ADMINISTRATION MAINTENANCE AND OPERATION COSTS; AND OTHER COSTS

Section 6.1. SEJPA Board shall adopt a budget for administration, maintenance and operation costs, capital costs, costs of special services, capital reserve expenses (if any) and bond interest and redemption expenses (if any) annually prior to June 30 of each year. If SEJPA Board fails to adopt a budget by June 30 of any year (i.e., the end of the agency's fiscal year), SEJPA shall continue to operate using the budget approved for administration, maintenance and operation costs, bond interest and redemption expenses, and other non-discretionary spending, for the preceding year, and until such time as a budget is approved. The Member Agencies shall be obligated to continue to make timely payments to SEJPA based upon such prior year's budgeted amounts until such time as a budget is approved by SEJPA Board.

Section 6.2. SEJPA shall cause to be kept accurate and correct books of account, showing in detail the capital costs, costs of special services, maintenance and operation costs, and planning and construction costs of the Joint Facilities and all financial transactions of SEJPA relating to the Joint Facilities, which books of account shall correctly show any receipts and also any costs, expenses or charges paid or to be paid by all or any of the Member Agencies hereunder, and also records of the wastewater flow from each of the Member Agencies or other users, together with the strength of effluent delivered from each of the Member Agencies or other users. Said books and records shall be open to inspection at all times during normal business hours by any representative of the Member Agencies, or by any accountant or other person authorized by the Member Agencies to inspect said books or records.

Section 6.3. After adoption of the annual budget prior to June 30 of each year, pursuant to Section 6.1, SEJPA shall furnish to each of the Member Agencies an estimate of the total annual maintenance and operation costs, capital costs, costs of special services, capital reserve expenses (if any), bond interest and redemption expenses (if any), and the proportion thereof allocated to each Member Agency for the ensuing fiscal year.

Section 6.4. Each Member Agency, and other public entity using the Joint Facilities, shall provide facilities to meter or measure the total of all wastewater, grease, sludge, sediment, or other material discharged or delivered to the Joint Facilities, including equipment to facilitate the monitoring of the characteristics of the material so discharged by such agency. Meters or

measuring devices shall be read, waste characteristics established, and the charges based thereon determined as often as required for each Member Agency to make the deposits in the maintenance and operation fund of SEJPA. The allocation of maintenance and operational costs between the Member Agencies for wastewater treatment and/or disposal will be based on the average daily flows and may be also be based, in part, upon the strength of effluent delivered from each of the Member Agencies or other users, as reported to SEJPA Board monthly, for the three calendar years ending prior to the beginning of each fiscal year. The methodology to be used for allocation of costs based on the effluent delivered by the Member Agencies shall be included in and adopted as part of the annual budget approved by the Member Agencies. Dischargers utilizing the San Elijo Ocean Outfall for disposal of flows which are not treated at the San Elijo Water Pollution Control Facility will not be charged for wastewater treatment operations, but will be required to pay for operation and maintenance of the outfall. Dischargers solely utilizing the facilities' solids handling, treatment, and/or disposal, will be charged based on a case-by-case basis determined by the general manager.

Section 6.5. SEJPA shall maintain a Wastewater Operation & Maintenance fund, a Water Reclamation fund, and a Capital Improvement fund. The Board of Directors may establish other funds by resolution. All monies in these funds shall be paid out for the administration, maintenance and operation costs of the Joint Facilities, upon approval of demands for payment by the general manager, or SEJPA Board as provided in this Agreement, and in accordance with Section 6505.5 of the Act.

Section 6.6. SEJPA shall establish a Capital Reserve Fund. The annual capital reserve expenses of SEJPA for each component of the Joint Facilities shall be allocated by SEJPA to the Member Agencies on the basis of capacity ownership, and to other public entities on the basis of leased capacity. All moneys received in payment of capital reserve expenses shall be paid out as directed by SEJPA Board and upon approval of demands for payment by the general manager, as provided in this Agreement, and in accordance with Section 6505.5 of the Act.

Section 6.7. Each Member Agency agrees to pay SEJPA its allocated share of the total estimated annual costs and expenses of SEJPA in periodic payments within 30 days. SEJPA shall submit to each Member Agency a final detailed statement of the final costs and expenses for the fiscal year, allocated in the same manner as estimated expenses were allocated, within 30 days after completion of the fiscal year end audit, whereupon final adjustments of debits and

credits shall be made by SEJPA. If the amount of any allocated share of any estimated item of expense due from a Member Agency was less than the final allocation of such item to the Member Agency, the Member Agency shall forthwith pay the difference to SEJPA. If the amount of any allocated share of any estimated items of expense due from Member Agency was in excess of the final allocation of such item to that Member Agency, SEJPA shall credit such excess to the appropriate account of such agency.

Section 6.8. Each Member Agency shall provide the funds required to be paid by it to SEJPA under this Agreement, from any source of funds legally available for such purposes, subject only to the limitations of the Porter-Cologne Water Quality Control Act and the Federal Water Pollution Control Act.

ARTICLE 7

CAPACITY RIGHTS

Section 7.1.

(a) Based upon completion of expansion as described in the 1989 agreement between the parties, each Member Agency has a right to 50 percent of the available wastewater treatment capacity of the Joint System (equal to 2.625 MGD each, as of the date of this Agreement). However, to the extent a portion of this capacity is leased to the Rancho Santa Fe Community Services District and the City of Del Mar, the parties agree that such demands shall be supplied equally from the capacity of each Member Agency. Nothing in this section shall be construed to grant any rights to the Rancho Santa Fe Community Services District or the City of Del Mar.

(b) Neither Member Agency shall issue sewer treatment commitments, availability letters, or permits totaling more than 100 percent of its allocated capacity rights. SEJPA shall meter the amount of wastewater from each Member Agency being treated, transported, recycled or disposed of by the Joint Facilities. When SEJPA finds that a Member Agency is utilizing 75 percent or more of its maximum capacity rights, SEJPA shall immediately notify the Member Agency in writing. The Member Agency shall immediately take steps to reduce its use so as to be within its maximum capacity rights. If a Member Agency is unable to reduce its use of the Joint Facilities, it shall either;

1. Purchase or lease capacity from the other Member Agency, at a price negotiated between the Member Agencies, if the other Member Agency has surplus or unused capacity rights; or

2. At its own expense, provide for modifications to pumping and conveyance or treatment facilities so as to accommodate its excess use of the Joint Facilities.

Should any party fail to comply with the provisions of this Section, SEJPA may take any necessary action under Section 7.3 or Section 7.5.

Section 7.2. Transfers.

Either Member Agency may contract with any person, firm, association, corporation or public agency for any portion of its maximum capacity rights under this Agreement, but no such contract shall relieve the Member Agency of any of its obligations under this Agreement.

Either Member Agency may sell any portion of its maximum capacity to the other Member Agency. Upon such sale, SEJPA Board will adjust the maximum capacity of the Member Agencies to reflect the sale.

Section 7.3. At no time shall the flow to or into the Joint System from a Member Agency exceed the party's capacity rights. SEJPA shall have the power to limit the wastewater treatment commitments, availability letters or permits, or the sewage flowing to or into the Joint System from a party to the capacity rights of that party. SEJPA shall have the power to prohibit the discharge into the Joint System of any substance in a concentration which exceeds the maximum limit that may have been established by resolution or ordinance of SEJPA, or of either party, as necessary to safeguard the wastewater treatment processes and to meet disposal or recycling regulatory requirements. SEJPA shall cause the combined effluent treatment of the Joint System to be monitored, as well as the combined discharge, to determine whether federal and/or state discharge requirements or permit limits are being met. In addition, SEJPA shall cause the effluent of each Member Agency to be monitored. If the combined effluent of the Joint System, at the point of ultimate discharge into the receiving water, fails at any time to meet all discharge requirements or permit limits, the Member Agency responsible for each violation shall be solely responsible for any fines or penalties levied or criminal sanctions imposed. In this regard, the Member Agency responsible for any such violation shall hold harmless SEJPA and the non-violating Member Agency from all liability and damages, fines or penalties, incurred by them or any of them as a direct and proximate result of such violation, including, but not limited

to, legal, engineering and administrative expenses, and direct or indirect damages incurred by SEJPA or any non-violating Member Agency as a result of a cease and desist order, or court injunction from any state or federal agency restricting construction within the jurisdictional limits of SEJPA or the Member Agency. Upon notification of any such violation, the Member Agency in violation shall take prompt, corrective action as necessary to meet said discharge requirements or permit limits.

Section 7.4. The Member Agencies agree that SEJPA shall be empowered, in any case in which SEJPA is a party, to a grant contract with the State of California or the United States of America, to impose to the extent permitted by law on each of the Member Agencies, the duty of compliance with all conditions in such grant contract, and each Member Agency agrees to comply with such conditions by enactment of appropriate ordinances, regulations or otherwise.

Section 7.5. Each Member Agency, as required by law, shall adopt and maintain a uniform industrial waste ordinance that will establish criteria for, and restrictions on, the nature and quality of industrial waste discharged either directly or indirectly to the Joint Facilities. SEJPA, acting through the general manager with the approval of SEJPA Board, shall be responsible for the design, implementation and operation of a program for inspection and monitoring all industrial waste produced in each Member Agency and discharge into the Joint Facilities, including field inspection employees of SEJPA. The industrial waste ordinance of each Member Agency will authorize field inspection employees of SEJPA to act as enforcement agents of the Member Agency with power to inspect and issue notices for violations of such ordinance; provided that all actual prosecutions for violations of such ordinances (including, without limitation, levying of fines, disconnection of discharge lines, and civil and criminal court actions) shall be the exclusive responsibility of the respective parties. All costs and expenses of SEJPA under this section shall be allocated by SEJPA to the parties on the basis of the actual costs incurred for each party and as a part of maintenance and operation costs provided for in Section 6.3.

Section 7.6. Each Member Agency, and any other agency using the Joint Facilities, shall adopt and enforce ordinances, resolutions, rules and regulations, regulating the type and condition of sewage, wastewater or other discharge permitted to be discharged into the transmission facilities under the control of the Member Agency or other agency, and shall prohibit users of every kind and nature from discharging any sewage, wastewater, stormwater or

other materials that would be detrimental to the Joint Facilities or any part thereof. Each Member Agency, and any other agency, shall comply with all applicable laws of the United States, the State of California, or any other entity having jurisdiction over the collection, transmission, treatment and disposal of sewage, wastewater or stormwater. For the purposes of this Section, laws shall include statutes, ordinances or regulations duly adopted by a regulatory agency of the United States or the State of California.

Section 7.7. To the maximum extent practicable, no party to this Agreement shall permit excessive uncontrolled infiltration of surface or stormwater into the Joint Facilities or its transmission facilities.

Section 7.8. SEJPA is hereby authorized to take any and all legal or equitable actions, including, but not limited to seeking injunctive relief or specific performance, as necessary to enforce this Agreement.

ARTICLE 8

RIGHT TO EXPAND

Section 8.1. Notwithstanding anything in this Agreement to the contrary, if SEJPA fails to expand the Joint System to meet the service needs of a Member Agency, either Member Agency may undertake any expansion to the Joint Facilities deemed necessary by the Member Agency to provide service within the service territory of the Member Agency. The party undertaking the expansion shall be responsible for all costs associated with such expansion and shall be entitled to all capacity resulting from the expansion.

ARTICLE 9

PREVIOUS AGREEMENTS

Section 9.1. Prior agreements between the Member Agencies shall be of no force and effect after the date of this Agreement, except insofar as it defined the rights and obligations of the parties with regard to the Joint System prior to the date of this Agreement. Such prior agreements may be used to interpret this Agreement as it pertains to the operation, maintenance and ownership of the Joint System.

Section 9.2. The Agreement between the Rancho Santa Fe Community Services District, SEJPA, and the Cardiff and Solana Beach Sanitation Districts for treatment and disposal

of 0.25 MGD of sewage, as most recently amended on July 1, 2016, shall be administered by SEJPA on behalf of the Member Agencies.

Section 9.3. SEJPA is hereby delegated the duties and assigned the rights of the Cardiff Sanitation District and the Solana Beach Sanitation District, and either or both of them under the Agreement between Buena, Cardiff, Fairbanks Ranch, Rancho Santa Fe, Solana Beach, and Whispering Palms Sanitation Districts; regarding a Joint Sewage Collection and Transmission Operation Center dated November 17, 1981.

Section 9.4. SEJPA shall administer the San Elijo Ocean Outfall Agreement dated October 4, 2000, and as amended from time to time, between SEJPA and the City of Escondido.

Section 9.5. The Agreement between the City of Del Mar and SEJPA for wastewater treatment and disposal or recycling of 0.60 MGD of wastewater dated July 1, 2014, and as amended from time to time, shall be administered by SEJPA on behalf of the Member Agencies.

Section 9.6. The recycled water agreements between SEJPA and San Dieguito Water District, Santa Fe Irrigation District, City of Del Mar, Olivenhain Municipal Water District, Encinitas Ranch Golf Authority which have been executed and subsequently amended from time to time, shall be administered by SEJPA on behalf of the Member Agencies.

ARTICLE 10

OBLIGATION FOR TRANSMISSION SYSTEM

Section 10.1. Each Member Agency shall be responsible for the maintenance, operation, expansion and installation of all transmission facilities located within the service territory of the Member Agency. A Member Agency may delegate this responsibility to SEJPA; provided, however, that the Member Agency shall remain responsible for all costs and liabilities arising out of the assumption of this responsibility by SEJPA.

Section 10.2. The Member Agencies shall share the maintenance and operating costs of any transmission facility, not part of the Joint Facilities, used jointly by both parties, in proportion to the actual use by the respective parties.

Section 10.3. Meters used to measure the flow from a Member Agency to the Joint Facilities shall be operated and maintained as part of the Joint Facilities.

ARTICLE 11

RECLAIMED WATER AND OTHER BY-PRODUCTS

Section 11.1. All water (wastewater, ground water, reclaimed water, stormwater, or other), biosolids and other by-products of the Joint Facilities operation shall be the property of SEJPA.

Section 11.2. SEJPA may sell any recycled water, purified water, stormwater, groundwater, biosolids other byproducts of the Joint Facilities.

Section 11.3. Before selling recycled water, purified water, stormwater, groundwater, biosolids or other byproduct to any person other than a Member Agency, SEJPA shall offer the product to the Member Agencies. The Member Agencies shall have 60 days to accept the offer.

ARTICLE 12

TERMINATION

Section 12.1. This Agreement shall continue until terminated by an agreement executed by the parties, such agreement being authorized by a four-fifths vote of the governing body of each Member Agency. Such agreement shall provide for the disposition of the assets and liabilities of SEJPA.

Section 12.2. Notwithstanding section 12.1, either Member Agency may terminate this Agreement by giving the other party not less than 12 months written notice of its intent to withdraw from SEJPA. In such event, the withdrawing party shall remain liable for payment of its pro rata share of any debts or legal obligations of SEJPA which are outstanding at the time of withdrawal, including but not limited to obligations to repay any loan, grant or other indebtedness incurred for the purpose of developing or constructing any wastewater or water recycling facility. The withdrawing party shall also be responsible for any and all costs or expenses of the non-withdrawing party incurred as a result of the termination, such as the costs of permit modifications to maintain Joint Facilities' operations or obtaining lenders' consents to modify obligees on outstanding grants, leases or loans. The withdrawing party may transfer its interests in the assets of SEJPA to any other public agency with authority to operate a wastewater and water recycling facility, provided that: (1) the non-withdrawing party shall have a right of first refusal to acquire the assets of the withdrawing party on terms and conditions no less favorable than those on which the withdrawing party is transferring the assets to another public

agency; and (2) the transferee shall either have no right to manage or govern the operations of the wastewater or water recycling facilities (i.e., the non-withdrawing party shall have sole right and responsibility for management and governance of the operations of the Joint Facilities) following the transfer, or the terms and conditions of the transfer affecting the operations of the Joint Facilities (including the transferee's proposed governance rights, if any) shall be acceptable to and approved by the non-withdrawing party. The non-withdrawing party shall have a reasonable period of time to exercise its rights under this paragraph.

ARTICLE 13

MISCELLANEOUS PROVISIONS

Section 13.1. Notices required to be given to any party under this agreement shall be delivered either personally or by first class mail, postage pre-paid, addressed as follows:

City of Solana Beach	City of Encinitas
City Manager	City Manager
635 S. Highway 101	505 S Vulcan Ave
Solana Beach, California 92075	Encinitas, California 92024

provided that either party may give notice, in writing, of a different address to which notices shall be given in the future.

Section 13.2. Each party to this Agreement shall, to the maximum extent feasible, prohibit the Joint Facilities from being used for any purpose other than the treatment, disposal or reclamation of wastewater, groundwater or stormwater, unless such other use is lawful and mutually agreed to by the parties to this Agreement, in writing, to be in their best interests.

In the event that any portion of the Joint Facilities is used for such other purposes, any lease payments, rents, or other income derived from such use shall inure to the benefit of SEJPA.

Section 13.3. Time is of the essence in this agreement.

Section 13.4. Whenever this Agreement requires consent or approval, such consent or approval shall not be unreasonably withheld.

Section 13.5. This Agreement shall be governed by the laws of the State of California.

Section 13.6. This Agreement may be amended at any time, or from time to time, except as limited by contract with the holders of bonds issued by SEJPA, or by applicable regulations or laws of any jurisdiction having authority, by one or more supplemental agreements executed by all the parties, either as required in order to carry out any of the provisions of this Agreement or

for any other purpose, including, without limitation, adjustment of capacity rights or addition of new parties (including any legal entities or taxing areas heretofore or hereafter created) in pursuance of the purposes of this Agreement.

Section 13.7. Should any part, term, or provision of this Agreement be decided by the courts to be illegal or in conflict with any law of the State, or otherwise be rendered unenforceable or ineffectual, the validity of the remaining portions or provisions shall not be affected thereby.

Section 13.8. This Agreement shall be binding upon and shall inure to the benefit of the successors of the Member Agencies. No party may assign any right or obligation hereunder without the written consent of the other Member Agencies.

Section 13.9. Either Member Agency may amend or modify its service territory at any time, provided however, that no modification shall alter the capacity rights of a Member Agency or include the service territory of the other Member Agency without the consent of the other Member Agency and an amendment to this Agreement.

IN WITNESS WHEREOF, the parties hereto have, by resolution, caused this Agreement to be executed on the day and year set opposite the name of each of the parties.

City of Solana Beach, as successor to the
SOLANA BEACH SANITATION DISTRICT

DATED: _____

ATTEST:

City Clerk

APPROVED AS TO FORM

City Attorney

City of Encinitas, as successor to the
CARDIFF SANITATION DISTRICT

DATED: _____

ATTEST:

City Clerk

APPROVED AS TO FORM

City Attorney