

AGENDA
SAN ELIJO JOINT POWERS AUTHORITY
MONDAY SEPTEMBER 10, 2012 AT 9:00 AM
SAN ELIJO WATER RECLAMATION FACILITY – CONFERENCE ROOM
2695 MANCHESTER AVENUE
CARDIFF BY THE SEA, CALIFORNIA

1. CALL TO ORDER
2. ROLL CALL
3. PLEDGE OF ALLEGIANCE
4. ORAL COMMUNICATIONS (NON-ACTION ITEM)
5. PRESENTATION OF AWARDS – Michael Piper — 10 Years of Service
6. * **CONSENT CALENDAR**
7. * APPROVAL OF MINUTES FOR THE JULY 09, 2012 MEETING
8. * APPROVAL FOR PAYMENT OF WARRANTS AND MONTHLY INVESTMENT REPORTS
9. * SAN ELIJO WATER RECLAMATION FACILITY TREATED EFFLUENT FLOWS – MONTHLY REPORT
10. * SAN ELIJO JOINT POWERS AUTHORITY RECYCLED WATER PROGRAM – MONTHLY REPORT
11. * NEW SECOND TIER PLAN (SECTION 20475: DIFFERENT LEVEL OF BENEFITS PROVIDED FOR NEW EMPLOYEES; SECTION 21353 2% @ 60 FULL FORMULA AND SECTION 20037 THREE-YEAR FINAL COMPENSATION
12. * ITEMS REMOVED FROM CONSENT CALENDAR

Items on the Consent Calendar are routine matters and there will be no discussion unless an item is removed from the Consent Calendar. Items removed by a "Request to Speak" form from the public will be handled immediately following adoption of the Consent Calendar. Items removed by a Board Member will be handled as directed by the Board.

REGULAR AGENDA

13. SAN ELIJO OCEAN OUTFALL 2012 ANNUAL INSPECTION REPORT

It is recommended that the Board of Directors:

1. Accept and File the San Elijo Ocean Outfall Year 2012 Annual Inspection Report prepared by Marine Taxonomic Services, LTS.; and

2. Discuss and take action as appropriate.

Staff Reference: General Manager

14. RECYCLED WATER WHOLESALE AGREEMENT WITH OLIVENHAIN MUNICIPAL WATER DISTRICT

1. Authorize the General Manager to Execute the attached recycled water wholesale agreement with the Olivenhain Municipal Water District; and
2. Discuss and take action as appropriate.

Staff Reference: General Manager

15. STATE BUDGET DECISION TO SUSPEND MANDATED PORTIONS OF THE BROWN ACT

1. Discuss and take action, as appropriate.

Staff Reference: General Manager

16. GENERAL MANAGER'S REPORT

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

17. GENERAL COUNSEL'S REPORT

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

18. 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.

19. CLOSED SESSION

None

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

20. ADJOURNMENT

The next regularly scheduled San Elijo Joint Powers Authority Board Meeting will be October 8, 2012 at 9:00 a.m.

NOTICE:

The San Elijo Joint Powers Authority's open and public meetings meet 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 second Monday of the month, except 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 Reclamation Facility, 2695 Manchester Avenue, Cardiff, California
City of Encinitas, 505 South Vulcan Avenue, Encinitas, California
City of Solana Beach, 635 South Highway 101, Solana Beach, California

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

Date: September 5, 2012



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

SAN ELIJO JOINT POWERS AUTHORITY
MINUTES OF THE BOARD MEETING
HELD ON JULY 9, 2012
AT THE
SAN ELIJO WATER RECLAMATION FACILITY

Teresa Barth, Chair

David Roberts, Vice Chair

A Meeting of the Board of Directors of the San Elijo Joint Powers Authority (SEJPA) was held Monday, July 9, 2012, at 9:00 a.m., at the San Elijo Water Reclamation Facility at 2695 Manchester Avenue, Cardiff by the Sea, California.

1. CALL TO ORDER

Chair Barth called the meeting to order at 9:00 a.m.

2. ROLL CALL

Directors Present:

Teresa Barth
Thomas M. Campbell
David W. Roberts
Mark Muir

Others Present:

General Manager
Director of Finance/Administration
Director of Operations
Administrative Assistant
Accounting Technician
Safety/HR Administrator

Michael Thornton
Greg Lewis
Christopher Trees
Monica Blake
Carrie Cook
Marisa Buckles

SEJPA Counsel:

Procopio, Cory, Hargreaves & Savitch

Greg Moser

City of Encinitas,
Public Works Management Analyst
City of Solana Beach,
Director of Engineering/Public Works

Bill Wilson

Mohammad "Mo" Sammak

St. Francis Court HOA
Lomas Santa Fe Country Club
General Manager

Al Evans & Frank Warner

Paul Devine

3. PLEDGE OF ALLEGIANCE

Vice Chair Roberts led the Pledge of Allegiance.

Board Member Muir arrived at 9:02 a.m.

4. ORAL COMMUNICATIONS

Al Evans, homeowner from the St. Francis Court HOA, addressed the Board regarding his concerns for future recycled water rate increases. He stated that cost increases between the SEJPA and the Santa Fe Irrigation District should be based on actual costs incurred. He supports the two districts working on preparing a new wholesale contract which takes this into consideration.

5. PRESENTATION OF AWARDS

None

6. CONSENT CALENDAR

Moved by Vice Chair Roberts and seconded by Board Member Campbell to approve the Consent Calendar with unanimous vote of approval.

Consent Calendar:

Agenda Item No. 7	Approval of Minutes for the June 11, 2012 meeting
Agenda Item No. 8	Approval for Payment of Warrants and Monthly Investment Report
Agenda Item No. 9	San Elijo Water Reclamation Facility Treated Effluent Flows – Monthly Report
Agenda Item No. 10	San Elijo Joint Powers Authority Recycled Water Program – Monthly Report
Agenda Item No. 11	General Manager Employment Agreement for July 1, 2012 Through June 30, 2014
Agenda Item No. 12	Professional Services Contract for Construction Management and As-Needed Staff Extension Resources
Agenda Item No. 13	Annual Kelp Monitoring Reports

14. ITEMS REMOVED FROM CONSENT CALENDAR

None

15. WHOLESALE PRICING OF RECYCLED WATER BY THE SAN ELIJO JOINT POWERS AUTHORITY

The General Manager delivered a brief report on the wholesale pricing structure of the San Elijo Joint Powers Authority (SEJPA). In the staff report, he stated that the SEJPA sells recycled water on a wholesale basis to three water purveyors; Santa Fe Irrigation District (SFID), San Dieguito Water District (SDWD), the City of Del Mar, as well as sells recycled water directly to the Encinitas Ranch Golf Authority (ERGA). All have agreements with the SEJPA which are unique in design to meet the needs of the individual purveyor and the SEJPA. The General Manager stated that two years ago SFID and the SEJPA negotiated an amendment to their wholesale agreement that increased SFID's minimum purchase volume and established a 5% annual rate increase for a two year period. This amendment will expire at the end of 2012 and the SEJPA and SFID are working on a new amendment.

The SEJPA has retained the consulting firm GHD to perform a third-party financial evaluation of the recycled water program. The goal of this effort is to evaluate current revenue and expenditure streams of the program, establish a fair and meaningful basis for a repair and replacement reserve, and develop rate structure recommendations to provide reasonable revenue to cover costs, including debt service, operational costs and reserves. This would be more of a "cost-of-service" model as compared to the existing price indexing method. The General Manager anticipates that a draft version of the findings will be presented to the Board of Directors later this year.

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

Board Member Muir made a motion to pull Item No. 11 from the Consent Calendar for reconsideration. Board Member Campbell seconded the motion. Board Member Muir asked what the net increase is on the General Manager's Employment Agreement.

General Manager Michael Thornton reported that the net pay increase is approximately 0.5%. The General Manager stated that vacation time was also increased by about one week.

Vice Chair Roberts made a motion to re-approve Item No. 11. Chair Barth seconded the motion.

Motion carried with unanimous vote of approval.

16. RESOURCE SHARING EVALUATION BETWEEN THE SAN ELIJO JOINT POWERS AUTHORITY AND THE ENCINA WASTEWATER AUTHORITY

The General Manager stated that the SEJPA and the Encina Wastewater Authority (EWA) are both public agencies providing wastewater treatment service in north coastal San Diego County. SEJPA Director Mark Muir requested that an evaluation be conducted to assess potential operational efficiencies and cost reductions that could be obtained through agency resource sharing or consolidation.

Board Member Muir stated that an ad hoc committee between the two agencies could be formed to conduct an analysis to see if there are opportunities that would benefit both agencies.

Board Member Campbell suggested an initial step of both General Managers composing a memorandum on the subject and report back to the Board.

Vice Chair Roberts stated that he wanted to be clear that the SEJPA was just looking at possibilities, not that there would necessarily be a merger of the two agencies. He wanted to be sure that the benefits outweigh the costs in this process.

The General Manager stated a joint memorandum that provides a cursory review of the potential benefits and risks of this concept could be prepared by September or October. The memorandum could then be presented to the Board of Directors of both agencies for consideration and direction.

Chair Barth stated that this would all be pending the Encina Board's interest. The EWA's next Board meeting is July 25, 2012.

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

17. GENERAL MANAGER'S REPORT

The General Manager reported that in May the recycled water treatment system exceeded the 7-day geometric mean of 2.2 MPN for total coliform. This occurrence was due to the cleaning and maintenance of equipment at the plant and was promptly addressed. No further issues have been noted.

The General Manager also stated that the construction company for the Olivenhain Pump Station Project pumped ground water into the city's sewer system on June 22 through June 26, 2012. The contractor did this without permission and without testing it first. The ground water was extremely high in total dissolved solids, (TDS), impacting both the wastewater treatment and water recycling facility. Potable water was added to the recycled water system to dilute the TDS concentrations to acceptable levels. The event was reported to the Regional Water Quality Control Board.

The General Manager reported that the SEJPA was recently inspected by the Environmental Protection Agency (EPA) and the California Regional Water Quality Control Board. The detailed inspection resulted in the highest rating attainable, "Satisfactory."

The General Manager noted that the California Association of Sanitation Agencies (CASA) is holding their annual conference in Monterey, California, on August 8th through the 11th. The main topics this year are recycled water, wastewater discharge, and marine life protection act (MLPA) initiative.

18. GENERAL COUNSEL'S REPORT

General Counsel Greg Moser stated that AB 2398, the Recycled Water Act was pulled by its author and therefore will not be considered this year, but will be a 2-year bill because of the complexities.

19. BOARD MEMBER COMMENTS

None

18. CLOSED SESSION

None

19. ADJOURNMENT

The Board of Directors adjourned at 9:45 a.m. The next Board of Directors meeting will be held on September 10, 2012.

Respectfully submitted,



Michael T. Thornton, P.E.
General Manager

PAYMENT OF WARRANTS

12-09 & 13-09

31-Aug-12

VENDOR	DESCRIPTION OF EXPENSE	AMOUNT
<u>12-09 Warrants</u>		
AG Tech, LLC	Biosolids hauling - May	\$10,046.58
AG Tech, LLC	Biosolids hauling - June	\$8,546.33
AT&T	Alarm service - July	\$381.63
AT&T	Phone service - 05/13/12 - 06/12/12	\$369.38
AT&T	Phone service - 06/13/12 - 07/12/12	\$371.35
AT&T - Eden Garden	DSL - 05/20/12 - 06/19/12	\$73.20
AT&T - Olivenhain	DSL - 05/10/12 - 06/09/12	\$74.11
AT&T - Olivenhain	DSL - 06/10/12 - 07/09/12	\$72.73
AWWA	Membership - M. Henke	\$98.00
Abcana Industries	Hydrochloric acid - plant	\$433.39
Airgas	Sensors	\$551.93
Alliant Insurance Services, Inc.	Physical damage policy - 07/01/12 - 07/01/13	\$1,557.01
Applied Industrial Technologies	Repair parts - Moonlight Beach P. S.	\$119.77
Arrowhead	Kitchen and lab supplies	\$300.42
Atlas Pumping Service	Grease and scum pumping - June	\$3,745.08
Atlas Pumping Service	Grease and scum pumping - July	\$473.96
Automation Direct	Cable keypad to drive	\$643.00
BankCard Center	Safety supplies & printing	\$2,430.45
Barracuda Networks, Inc.	Network - back-up servers - July	\$50.00
Bay City Electric Works	Perform preventative maintenance on generators - all P. S.	\$2,372.50
Bay City Electric Works	Serviced motor - Moonlight Beach PS	\$993.50
Blake, Monica	Expense report - mileage	\$34.06
Boot World, Inc.	Safety boots - K. Regnier	\$126.05
Boot World, Inc.	Safety boots - A. Simonson	\$145.44
Brenntag Pacific, Inc.	Sodium Hydroxide - odor control - plant	\$1,410.90
Broding's Battery Warehouse	Batteries - stand-by generators	\$200.20
Buckles, Marisa	Expense report - mileage and training	\$52.44
CASA	CASA conference registration	\$425.00
CA-NV Section AWWA	Recycled water education seminar - M. Piper	\$110.00
CS-Amsco	Eccentric plug valve & digester piping manifold	\$10,364.88
CSRMA	Property Insurance - 07/01/12 - 06/30/13	\$18,767.56
CSRMA	Worker's Compensation - 07/01/12 - 06/30/13	\$6,118.00
California Water Technologies	Ferric chloride - plant	\$5,957.24
Calscience Environmental Lab	Lab testing	\$173.00
Calscience Environmental Lab	Lab testing	\$570.00
Coast Waste Management, Inc.	Grit and screening - storm drains	\$574.34
Complete Office	Office supplies	\$107.15
Corodata	Record storage - June	\$67.54
County of San Diego, DEH	Permit - Moonlight Beach Pump Station	\$292.00
DC Frost	Magazine bags for heliclean	\$466.84
DMV	Safety record	\$13.00
DMV	Safety record	\$1.00
Dudek & Associates	Engineering service - GIS modeling-recycled water system	\$5,040.00
EDCO Waste & Recycling	Trash service - June	\$187.77
Electric Motor Specialists	Motor repair-Moonlight P. S.	\$3,426.69
Electric Motor Specialists	Motor Repair-Moonlight P.S. & Plant	\$4,579.25
Escondido Metal Supply	Sales tax not on invoice	\$4.19
Ferguson Waterworks	Repair parts - plant	\$271.00
Ferguson Waterworks	Repair part for - digester - plant	\$178.17
Ferguson Waterworks	Bolts & gaskets-chopper pump, gate valves-digester	\$1,621.91
Filter Belts	Repair part - belt press - plant	\$1,085.33

PAYMENT OF WARRANTS

12-09 & 13-09

31-Aug-12

VENDOR	DESCRIPTION OF EXPENSE	AMOUNT
Fred Pryor Seminars	Seminar - M. Buckles	\$79.00
GHD Inc.	Recycled water rate study - water reclamation	\$1,128.00
Gierlich Mitchell, Inc.	Repair parts - plant	\$8,593.52
Golden State Overnight	Mailing monthly compliance reports	\$33.86
Grainger, Inc.	Breaker lockout & batteries - pump stations	\$720.58
Guardian	Dental - July	\$1,362.21
HACH	Nitraveer & nitrogen stock - lab	\$276.98
Hardy Diagnostics	Lab supplies - lab	\$671.33
Health and Human Resource	Employee assistance program - July	\$334.40
Hoch Consulting	Electrical Upgrades Project	\$2,937.50
Hoch Consulting	AWT Project	\$5,781.25
Hoch Consulting	Professional services	\$2,906.25
Home Depot Credit Services	Shop and field supplies	\$187.69
Hydroscape Products, Inc.	Plumbing parts - water reclamation	\$974.56
JCI Jones Chemicals, Inc.	Hypochlorite - bleach	\$3,193.49
JCI Jones Chemicals, Inc.	Hypochlorite - bleach	\$3,329.20
Jani-King	Janitorial service - July	\$882.64
Kaman Industrial Technologies	Repair parts - belt press - plant	\$657.86
Kennedy/Jenks Consultants	Recycled water demineralization project	\$16,774.50
Kennedy/Jenks Consultants	Recycled water demineralization project	\$38,517.92
Konica	Monthly copier maintenance	\$95.78
Leaf & Cole, LLP	Auditor fee	\$500.00
Marine Taxonomic Services	Ocean offshore monitoring - outfall	\$740.00
McMaster-Carr Supply Co.	Repair parts - plant	\$205.69
McMaster-Carr Supply Co.	Repair parts - plant	\$96.22
Medlin & Associates, Inc.	Gnatcatcher - noise mitigation monitoring - plant	\$1,652.00
MegaPath Inc.	T-1 service - July	\$278.13
Nash Fabricators	Repair parts - plant	\$200.00
Nash Fabricators	Repair part - plant	\$993.74
Nash Fabricators	Repair parts - plant	\$605.12
North State Environmental	Transport and disposal fee	\$322.84
OMWD	Manchester - 05/07/12 - 06/07/12	\$52.54
One Source Distributors, Inc.	Electrical supplies - plant	\$431.34
PERS - Health	Health - July	\$17,772.42
PERS - Retirement	Retirement premium - 06/29/12	\$15,675.90
PERS - Retirement	Retirement premium - 07/13/12	\$15,894.50
Pacific Green Landscape	Landscape service - June	\$1,150.00
Pacific Safety Center	Confined space training - N. Talbot	\$149.00
Pestguard Termite & Pest	Pest control - May	\$288.00
Pestguard Termite & Pest	Pest control - June	\$288.00
Piper, Michael	Expense report - safety boots	\$94.00
Preferred Benefits Insurance	Vision insurance - July	\$299.43
Probuild	Repairs, shop and field supplies	\$767.65
Probuild	Repairs, shop and field supplies	\$245.90
Postmaster	Stamps	\$418.00
Procopio,Cory,Hargreaves	General - legal services - June	\$3,474.00
Quality Equipment Sales	Service and refurbishing microscope - lab	\$260.00
Rain For Rent, Inc.	Hose and pipe rental - 06/13/12 - 07/10/12 - Olivenhain	\$154.39
Rain For Rent, Inc.	Hose and pipe rental - 05/16/12 - 06/12/12 - Olivenhain	\$154.39
Rain For Rent, Inc.	By-pass pumping sys. rental 04/08/12-05/05/12 Olivenhain	\$3,102.36
Rising Tide Partners	Consulting services	\$987.00
Rohan & Sons, Inc.	Installed new air conditioning unit - plant	\$6,457.00
San Diego Gas & Electric	New meter - plant	\$26.64
San Diego Gas & Electric	New meter - plant	\$26.64

PAYMENT OF WARRANTS

12-09 & 13-09

31-Aug-12

VENDOR	DESCRIPTION OF EXPENSE	AMOUNT
San Diego Gas & Electric	Gas & electric - 05/07/12 - 06/06/12	\$39,757.42
San Diego Gas & Electric	Gas & electric - 06/06/12 - 07/06/12	\$39,872.25
San Diego Gas & Electric	Gas & electric - 06/07/12 - 07/08/12 - Cardiff	\$1,417.16
San Diego Gas & Electric	Gas & electric - 06/07/12 - 07/09/12 - Valley	\$1,967.36
San Dieguito Water District	Manchester RWM 1 - 05/31/12 - 06/28/12	\$134.50
San Dieguito Water District	Manchester RWM 3 - 05/31/12 - 06/28/12	\$24.21
San Dieguito Water District	Manchester RWM 4 - 05/31/12 - 06/28/12	\$156.02
San Dieguito Water District	Manchester RWM 5 - 05/31/12 - 06/28/12	\$414.26
San Dieguito Water District	Manchester RWM 6 - 05/31/12 - 06/28/12	\$3,203.79
San Dieguito Water District	Manchester - 03/26/12 - 05/21/12	\$168.94
San Elijo Payroll Account	Payroll - 06/29/12	\$71,943.05
Santa Fe Irrigation District	Highland Dr. - 04/17/12 - 06/19/12	\$196.96
Santa Fe Irrigation District	Valley - 05/30/12 - 06/28/12	\$110.83
Santa Fe Irrigation District	Seabright Ln - 05/02/12 - 07/03/12	\$66.96
Saturn Electric	Electrical upgrades - capital project - June	\$4,500.00
Sigma-Aldrich RTC	Lab supplies - lab	\$96.25
Southern Contracting Company	Electrical upgrades - capital project - June	\$44,527.73
Specialty Seals & Accessories	Refurbish mechanical seal - Moonlight Beach P. S.	\$852.68
Sprint	Cellular phone service - May and June	\$606.28
Sun Life Financial	Life and disability insurance - July	\$1,297.87
Terminix Processing Center	Pest control - June	\$81.00
Terra Renewal	Biosolids hauling - May	\$1,998.13
Terra Renewal	Biosolids hauling - June	\$3,043.25
Trees, Christopher	Expense report - office supplies	\$100.80
Tri-City Medical Center	Medical services	\$663.00
Trussell Technologies, Inc.	Engineering service - water reclamation	\$1,358.00
Trussell Technologies, Inc.	Engineering services - AWT design support	\$3,492.00
UPS	Mailing parts - plant	\$23.15
USA Bluebook	Lab supplies - lab & recycled water	\$5,713.91
Underground Service Alert	Dig alert - June	\$40.50
Unifirst Corporation	Uniform service - June	\$174.18
Unifirst Corporation	Uniform service - July	\$177.68
VWR International, Inc.	Lab supplies - lab, outfall, operations & recycled water	\$1,855.35
Vaughn's Industrial Repair	Pump rebuild, bowl assembly, columns, shafts - Plant	\$13,776.53
W.M. Lyles Co.	Construction-AWT Project-May & June	\$238,583.20
Wright Express FSC	Fuel - June	\$1,707.86
Total 12-09 Warrants		\$743,379.69

PAYMENT OF WARRANTS
12-09 & 13-09
31-Aug-12

VENDOR	DESCRIPTION OF EXPENSE	AMOUNT
<u>13-09 Warrants</u>		
AG Tech, LLC	Biosolids hauling - July	\$9,913.58
AT&T	Alarm service - August	\$381.63
AT&T - Eden Gardens	DSL - 06/20/12 - 07/19/12	\$73.17
AT&T - Olivenhain	DSL - 07/10/12 - 08/09/12	\$72.65
Abcana Industries	Hydrochloric acid - plant	\$463.18
Action Chemical Co.	X-40 degreaser	\$138.91
Airgas	Compressed gas & propane	\$210.85
Aquatic Bioassay	Lab testing	\$960.00
Arrowhead	Kitchen and lab supplies	\$186.29
Atlas Crane Service	Set pump & motor - plant	\$230.00
Atlas Pumping Service	Grease and scum pumping - large bin	\$1,297.23
Atlas Pumping Service	Grease and scum pumping - July	\$277.44
Atlas Pumping Service	Grease and scum pumping - August	\$277.44
Atlas Pumping Service	Grease and scum pumping - August	\$554.88
Atlas Pumping Service	Grit and Screening - large bin	\$742.35
BJ's Rentals	Skidsteer brush attachment	\$137.78
BankCard Center	Printing, education, safety & supplies	\$1,405.74
Barracuda Networks, Inc.	Network - back-up servers - August	\$50.00
Bavco Backflow & Valve Co.	Watts repair kit - Moonlight Beach Pump Station	\$59.34
Bavco Backflow & Valve Co.	Backflow device - Solana Beach Pump Station	\$273.57
Blake, Monica	Expense report - mileage	\$37.95
Brenntag Pacific, Inc.	Sodium Hydroxide - odor control - plant	\$1,578.49
Buckles, Marisa	Expense report-mileage, ee's appreciation & safety lunches	\$133.51
CS-Amsco	Shut off valves - digester	\$3,234.31
CWEA	Certificate - mechanical technologist - K. Regnier	\$80.00
CWEA	Membership - R. Chea	\$140.00
California Utility Equipment	Line locator transmitter - recycled water	\$4,340.39
California Water Technologies	Ferric chloride - plant	\$5,865.75
Calscience Environmental Lab	Lab testing	\$1,322.00
Calscience Environmental Lab	Lab testing	\$1,223.00
Calscience Environmental Lab	Lab testing	\$819.00
Carlsbad Village Lock & Key	SDG&E keys	\$181.59
Coast Waste Management, Inc.	Grit and screening - storm drains	\$738.35
Complete Office	Office supplies	\$119.42
Consolidated Electrical Dist.	Cut tool & cover - plant	\$179.48
Corodata	Record storage - July	\$69.79
Costco	Membership	\$110.00
DMV	Safety records	\$2.00
Domain Registry of America	5-year renewal	\$120.00
EDCO Waste & Recycling	Trash service - July	\$191.77
Ferguson Waterworks	Repair parts - FEB - plant	\$921.26
Filter Belts	Lower belt - plant	\$841.73
General Chemical	Aluminum sulfite	\$2,576.50
Golden Bell Products	Lift station degreaser	\$200.42
Golden State Overnight	Mailing monthly compliance reports & lab samples	\$93.03
Golden State Overnight	Mailing payment to CWSRF	\$16.67
Government Finance Officers Assn	Membership - G. Lewis	\$160.00
Grainger, Inc.	Socket set	\$108.18
Grainger, Inc.	Electrical supplies & tools - plant	\$774.61
Graphic Products	Yellow vinyl tape - plant & all pump stations	\$267.35
Guardian	Dental - August	\$1,362.21

PAYMENT OF WARRANTS

12-09 & 13-09

31-Aug-12

VENDOR	DESCRIPTION OF EXPENSE	AMOUNT
Harrington Industrial Plastics	Plumbing parts - ferric line	\$381.39
Health and Human Resource	Employee assistance program - August	\$334.40
Hernandez, Joe	Expense report - callout	\$39.48
Hoch Consulting	Electrical Upgrades Project	\$5,156.25
Hoch Consulting	AWT Project	\$4,718.75
Hoch Consulting	Professional services	\$906.25
Jani-King	Janitorial service - August	\$882.64
Jani-King	Janitorial supplies	\$444.79
John Deere Landscapes, Inc.	Plumbing supplies & sprinklers	\$362.27
Kaman Industrial Technologies	Single phase motor - Fletcher Cove PS	\$434.44
Konica	Monthly copier maintenance	\$68.47
Larsen, Casey	Expense report - mileage & electrical supplies	\$163.75
Leaf & Cole, LLP	Auditor fee	\$4,950.00
Liebert Cassidy Whitmore	Annual training program 07/01/12 - 06/30/13	\$2,686.00
Marine Taxonomic Services	Ocean offshore monitoring - outfall	\$740.00
Marine Taxonomic Services	Outfall inspection & maintenance	\$14,000.00
Marine Taxonomic Services	Ocean offshore monitoring	\$740.00
MBC Applied Environmental	Annual survey & report - Region 9 kelp beds	\$5,684.00
McMaster-Carr Supply Co.	Repair parts & safety equipment - plant	\$315.97
Medlin & Associates, Inc.	Gnatcatcher - noise mitigation monitoring - plant	\$2,065.00
MegaPath Inc.	T-1 service - August	\$278.13
Midas Shop	Vehicle maintenance - 5 vehicles	\$214.79
Napa Auto Parts	V-belt - digester #2	\$25.84
OMWD	Manchester - 06/07/12 - 07/09/12	\$52.54
Olin Corp.	Sodium hypochlorite - bleach	\$3,080.59
Olin Corp.	Sodium hypochlorite - bleach	\$2,992.46
One Source Distributors, Inc.	Electrical supplies - Lomas Santa Fe PS	\$671.68
PERS - Health	Health - August	\$17,751.21
PERS - Health	Health - September	\$17,730.01
PERS - Retirement	Retirement premium - 07/20/12	\$16,143.64
PERS - Retirement	Retirement premium - 08/03/12	\$16,186.68
PERS - Retirement	Retirement premium - 8/17/12	\$16,127.65
Pacific Green Landscape	Landscape service - July	\$1,150.00
Pacific Green Landscape	Landscape service - August	\$1,150.00
Pacific Pipeline Supply	Replacement parts - Plant & recycled water	\$176.45
Pacific Pipeline Supply	Replacement parts - Olivenhain, Solana Beach & water rec	\$321.75
Pacific Safety Center	CPR, First Aid, AED training - N. Talbot	\$59.00
Parada Painting, Inc.	Water reclamation - painting & coating	\$6,850.00
Pestguard Termite & Pest	Pest control - June	\$288.00
Piper, Michael	Expense report - mileage	\$67.79
Preferred Benefits Insurance	Vision insurance - August	\$299.43
Probuild	Repairs, shop and field supplies	\$197.37
Polydyne Inc.	Clarifloc @ WE-007 - plant	\$10,408.65
Procopio, Cory, Hargreaves	General - legal services - July	\$2,479.50
RSF Security Systems	Security - 09.01.12 - 11.30.12	\$1,413.00
Rain For Rent, Inc.	Hose and pipe rental - 07/11/12 - 08/07/12 - Olivenhain	\$154.39
SCAP	Annual membership	\$2,360.00
SHRM	Membership - M. Buckles	\$180.00
San Diego Gas & Electric	Gas & electric - plant	\$3,727.46
San Diego Gas & Electric	Gas & electric - plant	\$10,055.78
San Diego Gas & Electric	Gas & electric - 07/06/12 - 08/08/12	\$34,622.77
San Diego Gas & Electric	Gas & electric - 07/08/12 - 08/06/12 - Cardiff	\$1,358.59
San Diego Gas & Electric	Gas & electric - 07/09/12 - 08/07/12 - Valley	\$2,061.97
San Dieguito Water District	Manchester RWM 1 - 06/28/12 - 07/31/12	\$172.16

PAYMENT OF WARRANTS

12-09 & 13-09

31-Aug-12

VENDOR	DESCRIPTION OF EXPENSE	AMOUNT
San Dieguito Water District	Manchester RWM 3 - 06/28/12 - 07/31/12	\$271.69
San Dieguito Water District	Manchester RWM 4 - 06/28/12 - 07/31/12	\$306.66
San Dieguito Water District	Manchester RWM 5 - 06/28/12 - 07/31/12	\$457.30
San Dieguito Water District	Manchester RWM 6 - 06/28/12 - 07/31/12	\$4,088.80
San Dieguito Water District	Manchester RWM 10 - 06/28/12 - 07/31/12	\$607.94
San Dieguito Water District	S. Coast Highway 101 - 05/21/12 - 07/23/12	\$41.89
San Dieguito Water District	Cardiff - 05/21/12 - 07/23/12	\$195.49
San Dieguito Water District	Manchester 3212 - 05/21/12 - 07/23/12	\$168.94
San Dieguito Water District	Manchester 6071 - 05/21/12 - 07/23/12	\$265.01
San Elijo Payroll Account	Payroll - 07/13/12	\$80,402.60
San Elijo Payroll Account	Payroll - 07/27/12	\$79,424.82
San Elijo Payroll Account	Payroll - 08/10/12	\$76,874.97
San Elijo Payroll Account	Payroll 08/24/12	\$74,790.77
SimplexGrinnell	Annual fire extinguishers service	\$1,105.04
SimplexGrinnell	Fire extinguisher training	\$400.00
Smart & Final	Kitchen supplies	\$58.07
Sommer Fence & Tennis	Gate repair - ground loop sensors	\$250.00
Sommer Fence & Tennis	Gate repair - straighten & brackets	\$900.00
Southern Contracting Company	Electrical upgrades - capital project - July	\$35,780.11
Sprint	Cellular phone service - July	\$603.73
State Water Resources Control	Operator-in-training certificate - N Talbot	\$170.00
State Water Resources Control	State Revolving Fund annual payment	\$834,675.18
Sun Life Financial	Life and disability insurance - August	\$1,336.54
Talbot, Nick	Expense report - Propane tanks	\$53.85
Terminix Processing Center	Pest control - July	\$81.00
Terminix Processing Center	Pest control - August	\$81.00
Terra Renewal	Biosolids hauling - July	\$3,055.56
Test America	Lab testing	\$414.75
Tri-City Medical Center	Medical services	\$71.00
USA Bluebook	Lab supplies	\$254.29
USA Bluebook	Repair parts - Outfall & pump stations	\$2,617.91
USA Bluebook	Shop & field supplies	\$222.16
USA Bluebook	Submersible pump - water reclamation	\$239.96
Underground Service Alert	Dig alert - July	\$112.50
Unifirst Corporation	Uniform service - July	\$87.09
Unifirst Corporation	Uniform service - July	\$174.18
Unifirst Corporation	Uniform service - August	\$87.09
Unifirst Corporation	Uniform service - August	\$93.26
Valley Chain & Gear, Inc.	Digester #2 - belts	\$428.34
Wright Express FSC	Fuel - July	\$983.04
Total 13-09 Warrants		<u>\$1,463,630.45</u>
Total 12-09 Warrants and 13-09 Warrants		<u>\$2,207,010.14</u>

SAN ELIJO JOINT POWERS AUTHORITY

PAYMENT OF WARRANTS SUMMARY

31-Aug-12

PAYMENT OF WARRANTS		\$2,207,010.14
Reference Number	12-09 & 13-09	

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.



Gregory Lewis
Director of Finance/Administration
Treasurer

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

31-Aug-12

<u>FUNDS ON DEPOSIT WITH</u>	<u>AMOUNT</u>
LOCAL AGENCY INVESTMENT FUND	
<i>(JULY 2012 YIELD 0.37%)</i>	
SELF INSURANCE RESERVE	\$ 300,000.00
RESTRICTED SRF RESERVE	\$ 630,000.00
UNRESTRICTED DEPOSITS	\$ 4,610,326.26
ADVANCED WATER TREATMENT LOAN PROCEEDS	\$ 2,000,000.00
CALIFORNIA BANK AND TRUST	
<i>(JULY 2012 YIELD 0.05%)</i>	
REGULAR CHECKING	\$ 110,526.34
PAYROLL CHECKING	\$ 5,000.00
TOTAL RESOURCES	\$ 7,655,852.60

*

SAN ELIJO JOINT POWERS AUTHORITY
MEMORANDUM

September 10, 2012

TO: Board of Directors
San Elijo Joint Powers Authority

FROM: General Manager

SUBJECT: SAN ELIJO WATER RECLAMATION FACILITY 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 NPDES ocean effluent limitation requirements for the months of June and July 2012. 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 98.3 percent and 96.7 percent, respectively, for June and 98.0 percent and 94.4 percent, respectively, for July (as shown in Figure 1 and Figure 2).

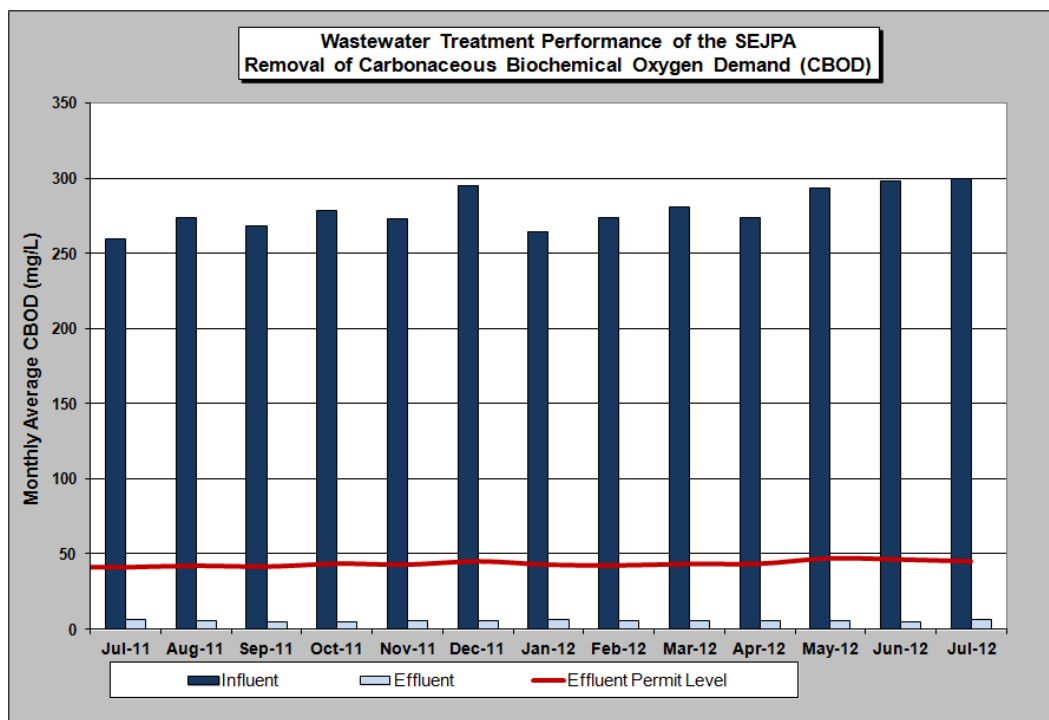


FIGURE 1

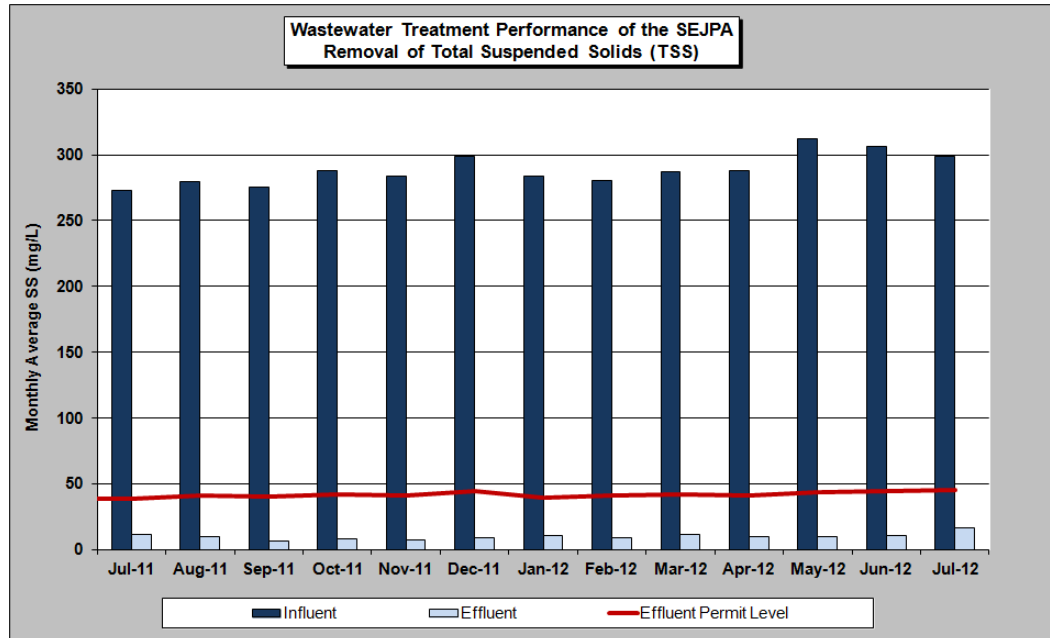


FIGURE 2

Member Agency Flows

Presented below are the influent and effluent flows for the months of June and July. Average daily influent flows were recorded for each Member Agency. Total effluent flow was recorded for the San Elijo Water Reclamation Facility.

	June		July	
	Influent (mgd)	Effluent (mgd)*	Influent (mgd)	Effluent (mgd)*
Cardiff Sanitary Division	1.365	0.547	1.372	0.457
City of Solana Beach	1.237	0.496	1.296	0.431
Rancho Santa Fe SID	0.143	0.057	0.126	0.042
Total San Elijo WRF Flow	2.745	1.100	2.794	0.930

Notes: As of July 1995, Rancho Santa Fe Community Services District (CSD) combined SID #2 and SID #3 into one Sewer Improvement District (SID).

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

Table 1 (below) presents the historical average, maximum, and unit influent and effluent flow rates per month for each of the Member Agencies since July 2008. It also presents the number of connected Equivalent Dwelling Units (EDUs) for each of the Member Agencies during this same time period.

Figure 3 (below) presents the historical average daily flows per month for each Member Agency. This is to provide a historical overview of the average treated flow by each agency. As shown in the figure, the average treated flow typically ranges between 2.9 and 3.1 million gallons per day (mgd). Also shown in Figure 3 is the total wastewater treatment capacity of the plant, 5.25 mgd, of which each Member Agency has the right to 2.5 mgd, and Rancho Santa Fe Community Service District has the right to 0.25 mgd.

SAN ELIJO WATER RECLAMATION FACILITY MONTHLY REPORT - FLOWS AND EDUS

MONTH	AVERAGE DAILY INFLUENT FLOW RATE (MGD)				AVERAGE DAILY EFFLUENT FLOW RATE (MGD)				CONNECTED EDUs				AVERAGE UNIT INFLUENT FLOW RATE (GAL/EDU/DAY)			
	CSD	RSF CSD	SB	TOTAL PLANT	CSD	RSF CSD	SB	TOTAL PLANT	CSD EDUS	RSF CSD EDUS	SB EDUS	TOTAL EDUS	CSD	RSF	SB	TOTAL PLANT
Jul-08	1.713	0.131	1.324	3.168	0.722	0.055	0.558	1.335	8,163	456	7,728	16,347	210	288	171	194
Aug-08	1.562	0.125	1.483	3.170	0.608	0.048	0.577	1.233	8,165	457	7,728	16,350	191	274	192	194
Sep-08	1.547	0.121	1.378	3.046	0.813	0.064	0.724	1.601	8,167	459	7,728	16,354	189	264	178	186
Oct-08	1.478	0.111	1.319	2.908	0.671	0.051	0.599	1.321	8,170	460	7,728	16,358	181	242	171	178
Nov-08	1.511	0.118	1.329	2.958	1.080	0.084	0.950	2.114	8,171	462	7,728	16,361	185	256	172	181
Dec-08	1.580	0.156	1.362	3.098	1.446	0.143	1.246	2.835	8,172	462	7,728	16,362	193	338	176	189
Jan-09	1.522	0.141	1.354	3.017	1.256	0.116	1.117	2.489	8,177	462	7,728	16,367	186	306	175	184
Feb-09	1.599	0.145	1.330	3.074	1.408	0.128	1.171	2.707	8,179	462	7,728	16,369	196	314	172	188
Mar-09	1.510	0.124	1.307	2.941	1.030	0.085	0.892	2.007	8,180	463	7,728	16,371	185	268	169	180
Apr-09	1.463	0.116	1.262	2.841	0.731	0.058	0.630	1.419	8,183	463	7,728	16,374	179	251	163	174
May-09	1.465	0.117	1.247	2.829	0.712	0.057	0.606	1.375	8,185	464	7,728	16,377	179	252	161	173
Jun-09	1.479	0.115	1.319	2.913	0.712	0.056	0.635	1.403	8,185	465	7,728	16,378	181	248	171	178
Jul-09	1.437	0.109	1.376	2.922	0.599	0.045	0.573	1.217	8,186	467	7,728	16,381	176	234	178	178
Aug-09	1.431	0.113	1.419	2.963	0.603	0.047	0.598	1.248	8,186	467	7,728	16,381	175	242	184	181
Sep-09	1.404	0.108	1.346	2.858	0.690	0.053	0.661	1.404	8,187	468	7,728	16,383	171	231	174	174
Oct-09	1.375	0.108	1.332	2.815	0.744	0.058	0.721	1.523	8,187	468	7,728	16,383	168	231	172	172
Nov-09	1.366	0.111	1.323	2.800	0.843	0.069	0.816	1.728	8,189	469	7,728	16,386	167	237	171	171
Dec-09	1.401	0.127	1.322	2.850	1.149	0.104	1.084	2.337	8,193	469	7,728	16,390	171	271	171	174
Jan-10	1.532	0.155	1.372	3.059	1.271	0.128	1.138	2.537	8,196	472	7,728	16,396	187	329	178	187
Feb-10	1.487	0.148	1.382	3.017	1.371	0.136	1.274	2.781	8,197	474	7,728	16,399	181	313	179	184
Mar-10	1.455	0.145	1.398	2.998	1.108	0.110	1.064	2.282	8,198	474	7,728	16,400	177	306	181	183
Apr-10	1.451	0.137	1.391	2.979	1.058	0.100	1.014	2.172	8,198	474	7,728	16,400	177	289	180	182
May-10	1.379	0.128	1.385	2.892	0.672	0.063	0.675	1.410	8,201	474	7,728	16,403	168	270	179	176
Jun-10	1.437	0.122	1.453	3.012	0.650	0.055	0.657	1.362	8,202	474	7,728	16,404	175	258	188	184
Jul-10	1.375	0.119	1.466	2.960	0.694	0.061	0.740	1.495	8,204	475	7,728	16,407	168	251	190	180
Aug-10	1.366	0.125	1.451	2.942	0.585	0.053	0.621	1.259	8,205	475	7,728	16,408	166	263	188	179
Sep-10	1.346	0.114	1.342	2.802	0.627	0.053	0.626	1.306	8,207	475	7,728	16,410	164	240	174	171
Oct-10	1.413	0.123	1.311	2.847	1.177	0.102	1.092	2.371	8,207	477	7,728	16,412	172	258	170	173
Nov-10	1.399	0.117	1.297	2.813	1.090	0.091	1.011	2.192	8,209	478	7,728	16,415	170	245	168	171
Dec-10	1.605	0.215	1.375	3.195	1.417	0.189	1.214	2.820	8,212	478	7,728	16,418	195	450	178	195
Jan-11	1.452	0.158	1.338	2.948	1.272	0.139	1.172	2.583	8,227	478	7,728	16,433	176	331	173	179
Feb-11	1.413	0.156	1.339	2.908	1.176	0.130	1.114	2.420	8,228	480	7,728	16,436	172	325	173	177
Mar-11	1.387	0.208	1.343	2.938	1.186	0.178	1.148	2.512	8,229	480	7,728	16,437	169	434	174	179
Apr-11	1.320	0.181	1.323	2.824	0.867	0.118	0.869	1.854	8,248	482	7,728	16,458	160	376	171	172
May-11	1.327	0.162	1.320	2.809	0.564	0.069	0.561	1.194	8,248	483	7,728	16,459	161	336	171	171
Jun-11	1.343	0.156	1.390	2.889	0.545	0.063	0.564	1.172	8,249	483	7,728	16,460	163	323	180	176
Jul-11	1.293	0.151	1.430	2.874	0.425	0.050	0.470	0.945	8,250	484	7,728	16,462	157	312	185	175
Aug-11	1.292	0.150	1.405	2.847	0.479	0.056	0.521	1.056	8,252	485	7,728	16,465	157	310	182	173
Sep-11	1.262	0.146	1.333	2.741	0.564	0.066	0.596	1.226	8,254	486	7,728	16,468	153	301	172	166
Oct-11	1.260	0.142	1.303	2.705	0.730	0.082	0.755	1.567	8,260	486	7,728	16,474	153	292	169	164
Nov-11	1.338	0.167	1.307	2.812	1.099	0.137	1.074	2.310	8,261	486	7,728	16,475	162	344	169	171
Dec-11	1.299	0.164	1.305	2.768	1.103	0.139	1.108	2.350	8,264	487	7,728	16,479	157	337	169	168
Jan-12	1.291	0.145	1.303	2.739	1.032	0.116	1.042	2.190	8,266	488	7,728	16,482	160	232	169	166
Feb-12	1.259	0.137	1.283	2.679	1.006	0.109	1.025	2.140	8,268	488	7,728	16,484	152	281	166	163
Mar-12	1.313	0.153	1.255	2.721	0.968	0.113	0.925	2.006	8,269	488	7,728	16,485	159	314	162	165
Apr-12	1.348	0.145	1.209	2.702	0.906	0.097	0.813	1.816	8,278	488	7,728	16,494	163	297	156	164
May-12	1.333	0.150	1.211	2.694	0.577	0.065	0.525	1.167	8,280	488	7,728	16,496	161	308	157	163
Jun-12	1.365	0.143	1.237	2.745	0.547	0.057	0.496	1.100	8,284	489	7,728	16,501	165	293	160	166
Jul-12	1.372	0.126	1.296	2.794	0.457	0.042	0.431	0.930	8,289	489	7,728	16,506	166	258	168	169

CSD: Cardiff Sanitary Division

RSF CSD: Ranch Santa Fe Community Service District

SB: Solana Beach

EDU: Equivalent Dwelling Unit

ASSUMPTIONS: SB average flow includes San Elijo Hills flow of 0.131 mgd

SB Connected EDUs includes 300 EDUs for the City of San Diego

TABLE 1

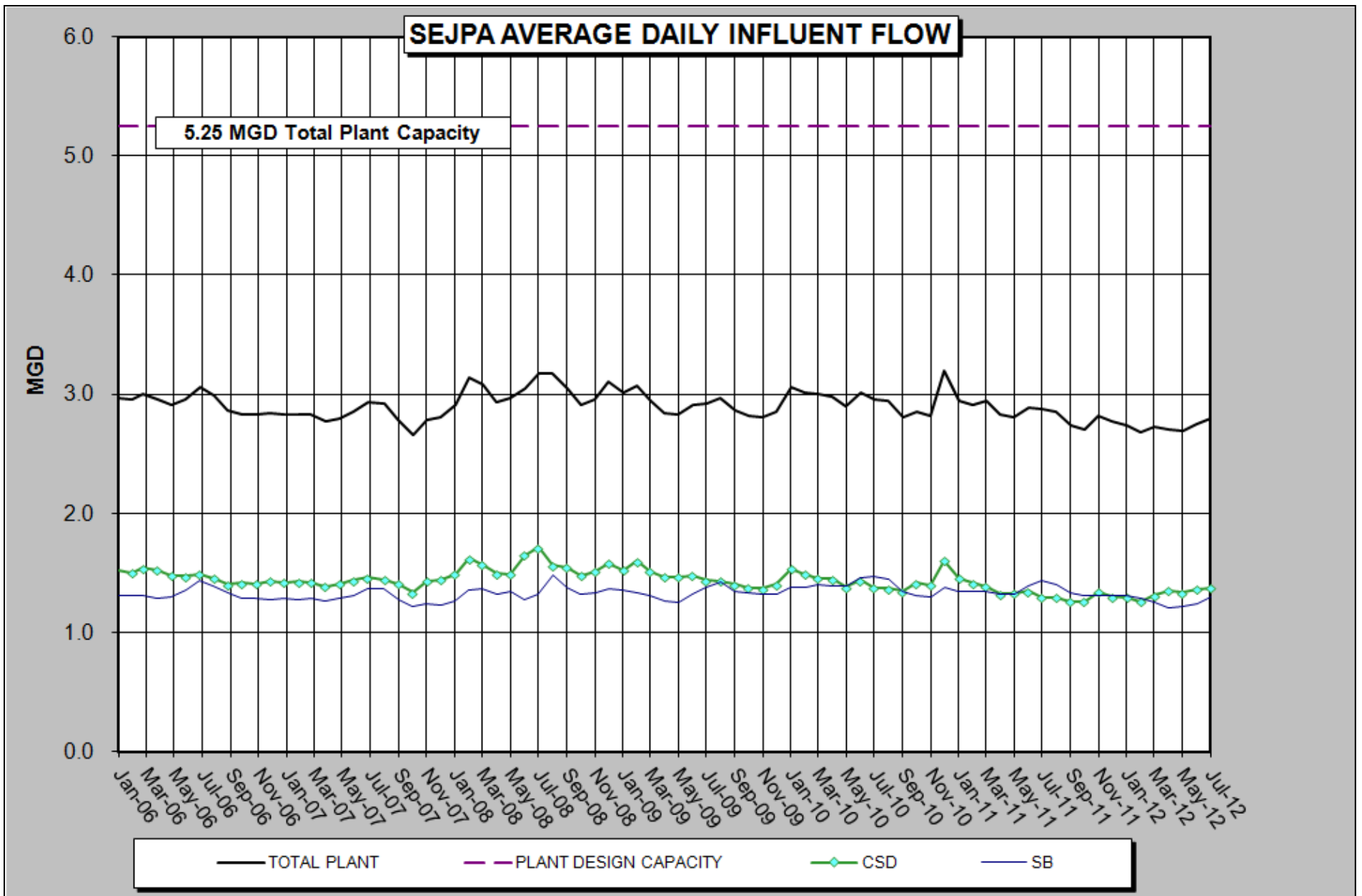


Figure 3

City of Escondido Flows

The average and peak flow rate from the City of Escondido's Hale Avenue Resource Recovery Facility, which discharges through the San Elijo Ocean Outfall, is reported below. The following average flow rate and peak flow rate is reported by the City of Escondido for the months of June and July.

	June (mgd)	July (mgd)
Escondido (Average flow rate)	9.2	8.9
Escondido (Peak flow rate)	18.1	17.7

Connected Equivalent Dwelling Units

The number of EDUs connected for each of the Member Agencies for the months of June and July are as follows:

	June (EDU)	July (EDU)
Cardiff Sanitary Division	8,284	8,289
Rancho Santa Fe SID	489	489
City of Solana Beach	7,428	7,428
San Diego (to Solana Beach)	300	300
Total EDUs to System	16,501	16,506

Respectfully submitted,



Michael T. Thornton, P.E.
General Manager

SAN ELIJO JOINT POWERS AUTHORITY
MEMORANDUM

September 10, 2012

TO: Board of Directors
San Elijo Joint Powers Authority

FROM: General Manager

SUBJECT: SAN ELIJO WATER RECLAMATION PROGRAM – MONTHLY REPORT

RECOMMENDATION

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

DISCUSSION

Recycled Water Production

For the month of June 2012, recycled water demand was 142.85 acre-feet (AF), which was met using 135.19 AF of recycled water and 7.66 AF of supplementation with potable water. This equates to a blend mix for June of 94.6 percent recycled water and 5.4 percent potable water supplementation. Higher than normal potable water supplementation in June was caused by the treatment plant upset due to groundwater pumping that was discussed during the July Board meeting.

For the month of July 2012, recycled water demand was 183.75 acre-feet (AF), which was met using 183.55 AF of recycled water and 0.20 AF of supplementation with potable water. This equates to a blend mix for July of 99.9 percent recycled water and 0.1 percent potable water supplementation. This recycled water demand for July was the highest on record since the program began in 2000.

Figure 1 (attached) provides monthly supply demands for recycled water over the last five years. Figure 2 (attached) provides a graphical view of annual recycled water demand spanning the last twelve fiscal years. Recycled water demand can fluctuate from year to year, which is typically a function of weather. For example, Fiscal Year 2003-04, an unusually dry year, resulted in increased recycled water demand; and Fiscal Year 2004-05, an unusually wet year, resulted in lower recycled water demand.

Respectfully submitted,



Michael T. Thornton, P.E.
General Manager

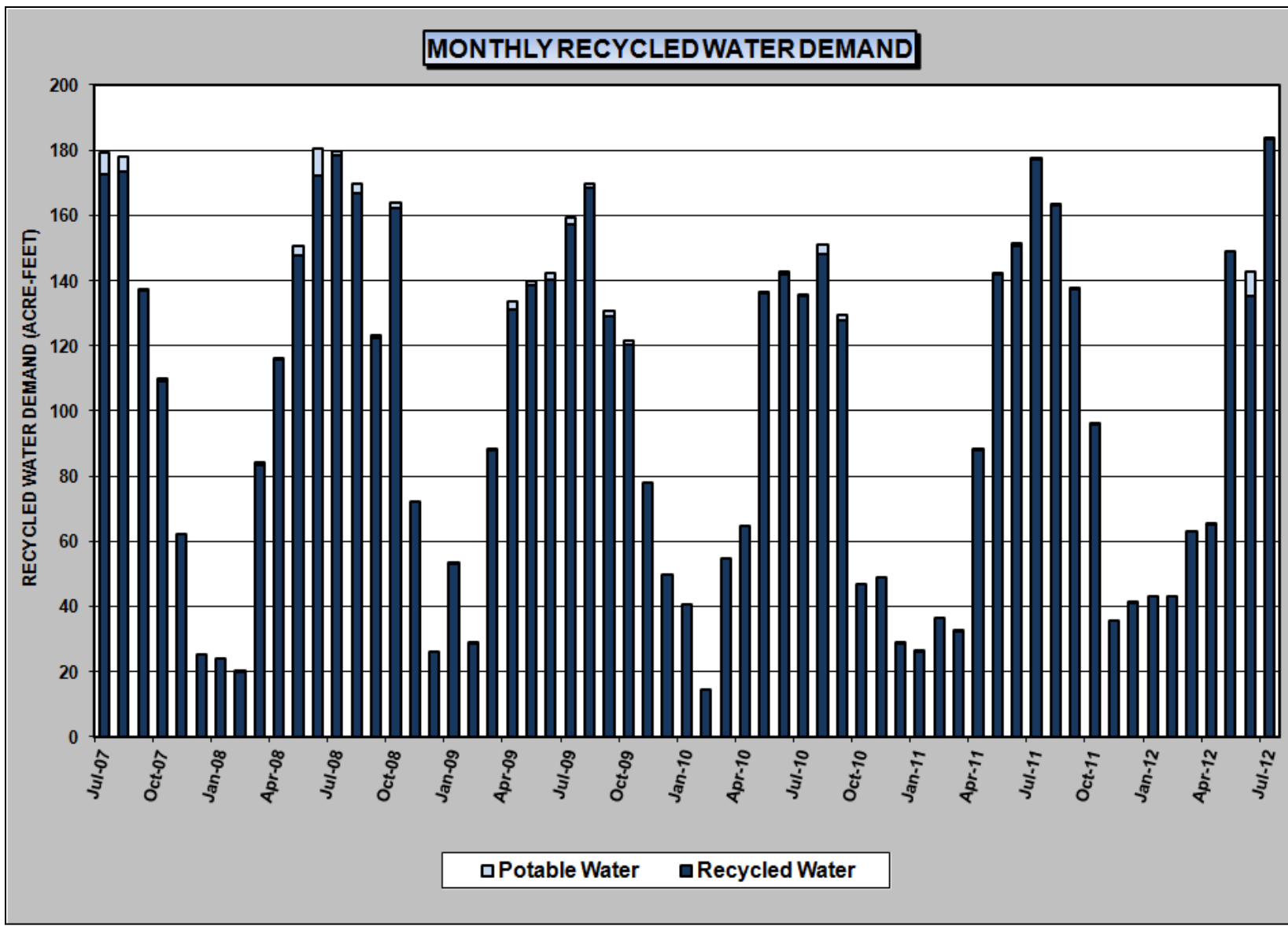


Figure 1

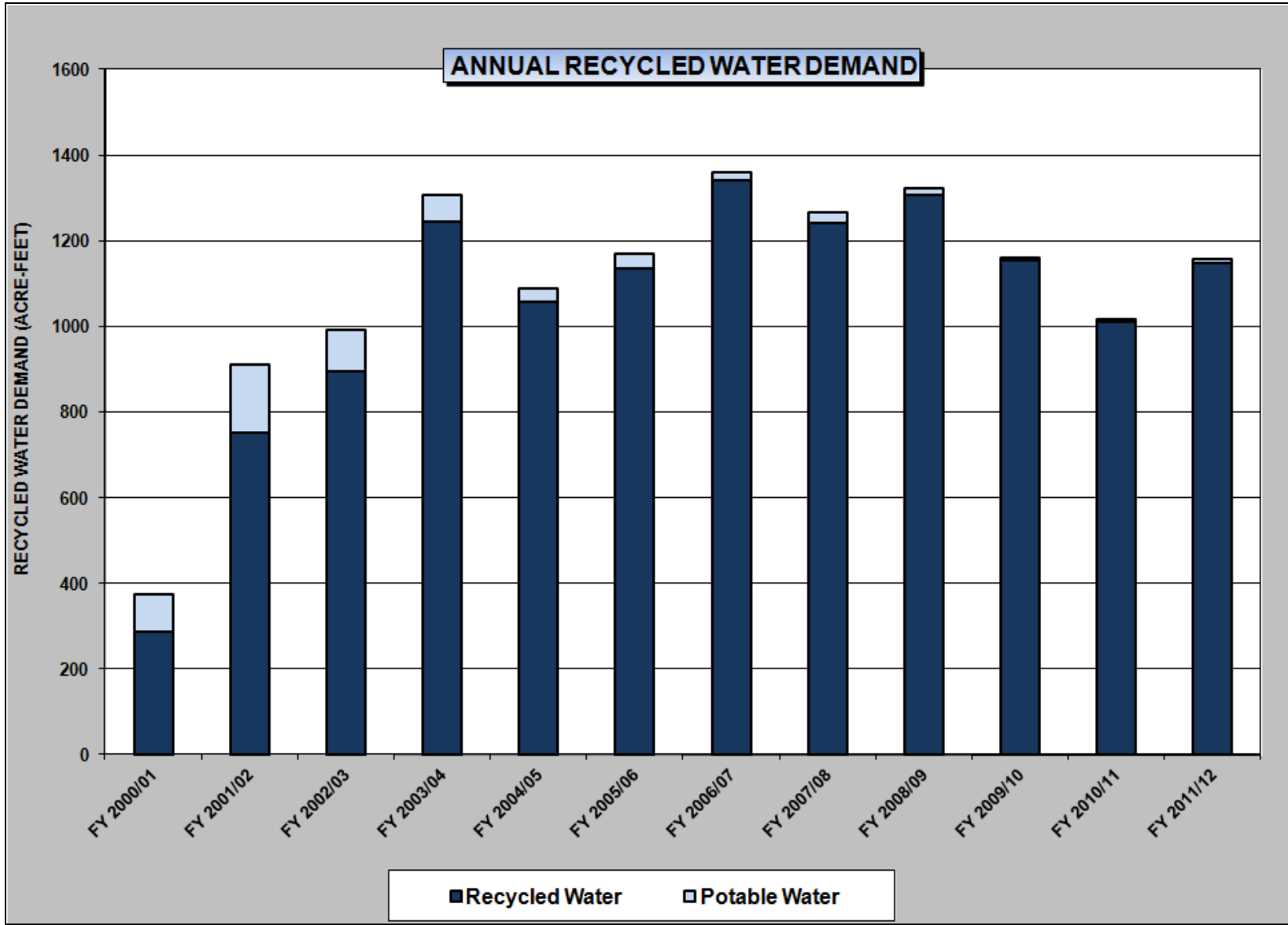


Figure 2

SAN ELIJO JOINT POWERS AUTHORITY
MEMORANDUM

September 10, 2012

TO: Board of Directors
San Elijo Joint Powers Authority

FROM: General Manager

SUBJECT: New Second Tier Plan (Section 20475: Different Level of Benefits Provided for New Employees; Section 21353 2% @ 60 Full Formula and Section 20037 Three-Year Final Compensation)

RECOMMENDATION

It is recommended that the Board of Directors:

1. Adopt CalPERS Resolution of Intention to Approve an Amendment to the Contract Between the Board of Administration California Public Employees' Retirement System and the Board of Directors, San Elijo Joint Powers Authority; and
2. Discuss and take action, as appropriate.

DISCUSSION

At the SEJPA Board Meeting on June 11, 2012, the Board approved the terms of the new four year SEJPA Employee Labor Agreement, which is effective July 1, 2012 to June 30, 2016. One of the provisions of the new Agreement was to reduce pension benefits for new employees hired after June 30, 2012. The CalPERS contract will be amended to include Section 20475 (Different Level of Benefits) for new Miscellaneous Members of the Public Employees' Retirement System, Section 21353 (2% @ 60 Full Formula), and Section 20037 (Three-Year Final Compensation) and will be applicable to all SEJPA employees entering membership for the first time in the miscellaneous classification after June 30, 2012.

Attached is a Resolution of Intention, the proposed amendment to the contract between CalPERS and the SEJPA, an actuarial summary of the costs under the new contract, and the summary of major provisions of the new plan added for new employees added to the contract.

CalPERS requires that an agency adopt a resolution of intention to amend the contract between CalPERS and the agency. Government Code Section 7507 requires that the future annual costs or benefit changed to a proposed CalPERS contract be made public at a public meeting at least two weeks prior to the adoption of the final resolution.

At this time, the required public notice is being given and the only action requested of the Board of Directors is to adopt the Resolution of Intention for adding a second tier pension system for new employees of the SEJPA.

FINANCIAL IMPACT

CalPERS Resolution Section 20475 provides reduced pension benefits for new employees hired after June 30, 2012. The SEJPA shall participate in the CalPERS program based on Section 21353, 2% @ 60 Full Formula and Section 20037, Three Year Average Final Compensation for active SEJPA miscellaneous members hired after June 30, 2012. Employees shall pay the full employee portion of 7 percent. The lower benefit payout will result in a lower contribution rate for the SEJPA in the future as new employees enter the SEJPA workforce. In the current year, the employer rate for the 2.5% @ 55 is 15.956%, and the employer rate for the new 2% @ 60 is 7.846%.

It is therefore recommended that the Board of Directors:

1. Adopt CalPERS Resolution of Intention to Approve an Amendment to the Contract Between the Board of Administration California Public Employees' Retirement System and the Board of Directors, San Elijo Joint Powers Authority; and
2. Discuss and take action, as appropriate.

Respectfully submitted,



Michael T. Thornton, P.E.
General Manager

Attachment: CalPERS Resolution to Approve an Amendment to Contract Between the Board of Administration California Public Employees' Retirement System and the Board of Directors San Elijo Joint Powers Authority

**RESOLUTION OF INTENTION
TO APPROVE AN AMENDMENT TO CONTRACT
BETWEEN THE
BOARD OF ADMINISTRATION
CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM
AND THE
BOARD OF DIRECTORS
SAN ELIJO JOINT POWERS AUTHORITY**

WHEREAS, the Public Employees' Retirement Law permits the participation of public agencies and their employees in the Public Employees' Retirement System by the execution of a contract, and sets forth the procedure by which said public agencies may elect to subject themselves and their employees to amendments to said Law; and

WHEREAS, one of the steps in the procedures to amend this contract is the adoption by the governing body of the public agency of a resolution giving notice of its intention to approve an amendment to said contract, which resolution shall contain a summary of the change proposed in said contract; and

WHEREAS, the following is a statement of the proposed change:

To provide Section 20475 (Different Level of Benefits).
Section 21353 (2% @ 60 Full formula) and Section 20037
(Three-Year Final Compensation) are applicable to local
miscellaneous members entering membership for the first
time in the miscellaneous classification after the effective
date of this amendment to contract.

NOW, THEREFORE, BE IT RESOLVED that the governing body of the above agency does hereby give notice of intention to approve an amendment to the contract between said public agency and the Board of Administration of the Public Employees' Retirement System, a copy of said amendment being attached hereto, as an "Exhibit" and by this reference made a part hereof.

By: _____
Presiding Officer

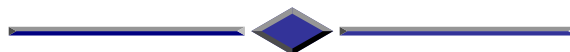
Title

Date adopted and approved



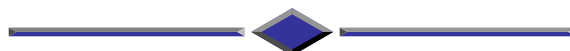
EXHIBIT

California
Public Employees' Retirement System



AMENDMENT TO CONTRACT

Between the
Board of Administration
California Public Employees' Retirement System
and the
Board of Directors
San Elijo Joint Powers Authority



The Board of Administration, California Public Employees' Retirement System, hereinafter referred to as Board, and the governing body of the above public agency, hereinafter referred to as Public Agency, having entered into a contract effective September 23, 1995, and witnessed September 14, 1995, and as amended effective June 30, 1997, January 1, 2002, May 10, 2002, July 2, 2005 and June 14, 2008 which provides for participation of Public Agency in said System, Board and Public Agency hereby agree as follows:

- A. Paragraphs 1 through 11 are hereby stricken from said contract as executed effective June 14, 2008, and hereby replaced by the following paragraphs numbered 1 through 13 inclusive:
 1. All words and terms used herein which are defined in the Public Employees' Retirement Law shall have the meaning as defined therein unless otherwise specifically provided. "Normal retirement age" shall mean age 55 for local miscellaneous members entering membership in the miscellaneous classification on or prior to the effective date of this amendment to contract and age 60 for local miscellaneous members entering membership for the first time in the miscellaneous classification after the effective date of this amendment to contract.

2. Public Agency shall participate in the Public Employees' Retirement System from and after September 23, 1995 making its employees as hereinafter provided, members of said System subject to all provisions of the Public Employees' Retirement Law except such as apply only on election of a contracting agency and are not provided for herein and to all amendments to said Law hereafter enacted except those, which by express provisions thereof, apply only on the election of a contracting agency.
3. Public Agency agrees to indemnify, defend and hold harmless the California Public Employees' Retirement System (CalPERS) and its trustees, agents and employees, the CalPERS Board of Administration, and the California Public Employees' Retirement Fund from any claims, demands, actions, losses, liabilities, damages, judgments, expenses and costs, including but not limited to interest, penalties and attorneys fees that may arise as a result of any of the following:
 - (a) Public Agency's election to provide retirement benefits, provisions or formulas under this Contract that are different than the retirement benefits, provisions or formulas provided under the Public Agency's prior non-CalPERS retirement program.
 - (b) Public Agency's election to amend this Contract to provide retirement benefits, provisions or formulas that are different than existing retirement benefits, provisions or formulas.
 - (c) Public Agency's agreement with a third party other than CalPERS to provide retirement benefits, provisions, or formulas that are different than the retirement benefits, provisions or formulas provided under this Contract and provided for under the California Public Employees' Retirement Law.
 - (d) Public Agency's election to file for bankruptcy under Chapter 9 (commencing with section 901) of Title 11 of the United States Bankruptcy Code and/or Public Agency's election to reject this Contract with the CalPERS Board of Administration pursuant to section 365, of Title 11, of the United States Bankruptcy Code or any similar provision of law.
 - (e) Public Agency's election to assign this Contract without the prior written consent of the CalPERS' Board of Administration.
 - (f) The termination of this Contract either voluntarily by request of Public Agency or involuntarily pursuant to the Public Employees' Retirement Law.

- (g) Changes sponsored by Public Agency in existing retirement benefits, provisions or formulas made as a result of amendments, additions or deletions to California statute or to the California Constitution.
- 4. Employees of Public Agency in the following classes shall become members of said Retirement System except such in each such class as are excluded by law or this agreement:
 - a. Employees other than local safety members (herein referred to as local miscellaneous members).
- 5. In addition to the classes of employees excluded from membership by said Retirement Law, the following classes of employees shall not become members of said Retirement System:
 - a. **MEMBERS OF THE GOVERNING BODY AND;**
 - b. **SAFETY MEMBERS.**
- 6. The percentage of final compensation to be provided for each year of credited prior and current service as a local miscellaneous member in employment before and not on or after July 2, 2005 shall be determined in accordance with Section 21354 of said Retirement Law (2% at age 55 Full).
- 7. The percentage of final compensation to be provided for each year of credited prior and current service as a local miscellaneous member in employment on or after July 2, 2005 and not entering membership for the first time in the miscellaneous classification after the effective date of this amendment to contract shall be determined in accordance with Section 21354.4 of said Retirement Law (2.5% at age 55 Full).
- 8. The percentage of final compensation to be provided for each year of credited current service as a local miscellaneous member entering membership for the first time in the miscellaneous classification after the effective date of this amendment to contract shall be determined in accordance with Section 21353 of said Retirement Law (2% at age 60 Full).
- 9. Public Agency elected and elects to be subject to the following optional provisions:
 - a. Section 20938 (Limit Prior Service to Members Employed on Contract Date).
 - b. Section 21574 (Fourth Level of 1959 Survivor Benefits).

- c. Section 21024 (Military Service Credit as Public Service).
 - d. Section 20042 (One-Year Final Compensation) for local miscellaneous members entering membership on or prior to the effective date of this amendment to contract.
 - e. Section 20475 (Different Level of Benefits). Section 21353 (2% @ 60 Full formula) and Section 20037 (Three-Year Final Compensation) are applicable to local miscellaneous members entering membership for the first time in the miscellaneous classification after the effective date of this amendment to contract.
10. Public Agency shall contribute to said Retirement System the contributions determined by actuarial valuations of prior and future service liability with respect to local miscellaneous members of said Retirement System.
11. Public Agency shall also contribute to said Retirement System as follows:
- a. Contributions required per covered member on account of the 1959 Survivor Benefits provided under Section 21574.5 of said Retirement Law. (Subject to annual change.) In addition, all assets and liabilities of Public Agency and its employees shall be pooled in a single account, based on term insurance rates, for survivors of all local miscellaneous members.
 - b. A reasonable amount, as fixed by the Board, payable in one installment within 60 days of date of contract to cover the costs of administering said System as it affects the employees of Public Agency, not including the costs of special valuations or of the periodic investigation and valuations required by law.
 - c. A reasonable amount, as fixed by the Board, payable in one installment as the occasions arise, to cover the costs of special valuations on account of employees of Public Agency, and costs of the periodic investigation and valuations required by law.
12. Contributions required of Public Agency and its employees shall be subject to adjustment by Board on account of amendments to the Public Employees' Retirement Law, and on account of the experience under the Retirement System as determined by the periodic investigation and valuation required by said Retirement Law.

13. Contributions required of Public Agency and its employees shall be paid by Public Agency to the Retirement System within fifteen days after the end of the period to which said contributions refer or as may be prescribed by Board regulation. If more or less than the correct amount of contributions is paid for any period, proper adjustment shall be made in connection with subsequent remittances. Adjustments on account of errors in contributions required of any employee may be made by direct payments between the employee and the Board.

B. This amendment shall be effective on the _____ day of _____, _____.

BOARD OF ADMINISTRATION
PUBLIC EMPLOYEES' RETIREMENT SYSTEM

BOARD OF DIRECTORS
SAN ELIJO JOINT POWERS
AUTHORITY

BY _____
KAREN DE FRANK, CHIEF
CUSTOMER ACCOUNT SERVICES DIVISION
PUBLIC EMPLOYEES' RETIREMENT SYSTEM

BY _____
PRESIDING OFFICER

Witness Date

Attest:

Clerk



California Public Employees' Retirement System
Actuarial Office
 P.O. Box 942709
 Sacramento, CA 94229-2709
 TTY: (916) 795-3240
 (888) 225-7377 phone • (916) 795-2744 fax
www.calpers.ca.gov

June 22, 2012

CALPERS ID: 1650430914
 Employer Name: SAN ELIJO JOINT POWERS AUTHORITY
 Rate Plan: MISCELLANEOUS PLAN

Re: New Second Tier Plan (Section 20475: Different Level of Benefits Provided for New Employees; Section 21353 2%@60 Full Formula and Section 20037 Three-Year Final Compensation)

Dear Requestor:

In the table below, we show your 2012-2013 employer contribution rates before and after opening a second tier.

Of the five rate components, the first three are specific to the pool to which the plan belongs and the last two are specific to your agency. However, the Phase out of Normal Cost Difference will normally be 0% beginning with rates established for 2010-2011, so it has no impact from that time on.

The Side Fund will continue to be paid off by the first tier plan since all the past service on which it is based belongs to those current members who will continue in the first tier. The scheduled dollar amounts payable will continue as before. However, because newly hired members will be covered by the second tier, the number of members and payroll in the first tier will (after several years) gradually decline. The Amortization of Side Fund rate component is the dollars needed to pay off the side fund divided by the payroll. So as long as the Side Fund remains, **the first tier rate will increase as its payroll decreases**. The first tier side fund is scheduled to be paid off after 10 years from June 30, 2012.

Therefore, in determining the employer contributions savings, Amortization of Side Fund should be excluded. For your agency, the ultimate annual employer savings equals the difference between the Normal Cost and Surcharges rates times the second tier payroll. For 2012-2013 the Normal Cost and Surcharges percentage savings is $(8.780\% + 0.607\%) - (6.640\% + 0.000\%) = 2.747\%$. **The ultimate employer annual dollar savings is about 2.7% of the second tier fiscal year payroll.**

The Risk Pool's Payment on Amortization Bases is a temporary adjustment to the pool's contribution to "get the pool back on schedule". This temporary adjustment varies in amount and duration from pool to pool.

As of June 30, 2010	Existing Plan	New Second Tier Plan
	2.5%@55	2%@60 for newly hired members
2012-2013 Employer Contribution Rate:		
Risk Pool's Net Employer Normal Cost	8.780%	6.640%
Risk Pool's Payment on Amortization Bases	4.527%	1.206%
One-Year Final Compensation	0.607%	0.000%
Phase out of Normal Cost Difference	0.000%	0.000%
Amortization of Side Fund	2.042%	0.000%
Total Employer Contribution Rate	15.956%	7.846%
2012-2013 Employee Contribution Rate	8.000%	7.000%

To initiate an amendment to the contract, please follow the Contract Amendment Report process on MyCalPERS with our Retirement Contract Services Unit, indicating your wish to contract for Section 20475 (Different Level of Benefits) and identifying the group(s) to which the benefit reduction applies.

The information is based on the June 30, 2010 annual valuation and is good until June 30, 2013. Note, however, that your rate after June 30, 2013 could change substantially. If your agency has not taken action to amend its contract by June 30, 2013, **you must contact the Retirement Contract Services Unit for an updated cost analysis.**

In sections 20463 (b) and (c), the California Public Employees' Retirement Law requires the governing body of a public agency within five days of receipt of the contract amendment cost analysis, to provide each employee organization with a copy of the analysis. If this cost analysis was requested by an employee organization, the employee organization is also required within five days of receipt of the analysis, to provide a copy of the analysis to the public agency.

The June 30, 2010 Section 2 Risk Pool actuarial valuation report applicable to your new second tier plan can be viewed on the following website:

<http://www.calpers.ca.gov/index.jsp?bc=/employer/actuarial-gasb/risk-pooling/valuation-reports.xml>

If you have questions, please call (888) CalPERS (225-7377).



NANCY E. CAMPBELL, ASA, MAAA
Enrolled Actuary
Supervising Pension Actuary, CalPERS

CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM

Actuarial and Employer Services Branch
Public Agency Contract Services
(888) CalPERS (225-7377)

SUMMARY OF MAJOR PROVISIONS

2% @ 60 Formula (Section 21353)
Local Miscellaneous Members

SERVICE RETIREMENT

To be eligible for service retirement, a member must be at least age 50 and have five years of CalPERS credited service. There is no compulsory retirement age.

The monthly retirement allowance is determined by age at retirement, years of service credit and final compensation. The basic benefit is 2% of final compensation for each year of credited service upon retirement at age 60. If retirement is earlier than age 60, the percentage of final compensation decreases for each quarter year of attained age to 1.092% at age 50. If retirement is deferred beyond age 60, the percentage of final compensation increases for each quarter year of attained age to 2.418% at age 63.

Final compensation is the average monthly pay rate during the last consecutive 36 months of employment, or 12 months if provided by the employer's contract, unless the member designates a different period of 36 or 12 consecutive months when the average pay rate was higher.

DISABILITY RETIREMENT

Members substantially incapacitated from performing the usual duties for the position for his/her current employer, and from performing the usual duties of the position for other CalPERS covered employers (including State agencies, schools, and local public agencies), and where similar positions with these other employers with reasonably comparable in pay, benefits, and promotional opportunities are not available, would be eligible for disability retirement provided they have at least five years of service credit. The monthly retirement allowance is 1.8% of final compensation for each year of service. The maximum percentage for members who have between 10.000 and 18.518 years of service credit is one-third of their final compensation. If the member is eligible for service retirement the member will receive the highest allowance payable, service or disability. If provided by the employer's contract, the benefit would be a minimum of 30% of final compensation for the first five years of service credit, plus 1% for each additional year of service to a maximum benefit of 50% of final compensation.

INDUSTRIAL DISABILITY RETIREMENT

If provided by the employer's contract, members permanently incapacitated from performing their duties, as defined above under Disability Retirement, and the disability is a result of a job-related injury or illness may receive an Industrial Disability Retirement benefit equal to 50% of their final compensation. If provided in the employer's contract and the member is totally disabled, the disability retirement allowance would equal 75% of final compensation in lieu of the disability retirement allowance otherwise provided. If the member is eligible for service retirement, the service retirement allowance is payable. The total allowance cannot exceed 90% of final compensation.

PRE-RETIREMENT DEATH BENEFITS

Basic Death Benefit: This benefit is a refund of the member's contributions plus interest and up to six months' pay (one month's salary rate for each year of current service to a maximum of six months).

1957 Survivor Benefit: An eligible beneficiary may elect to receive either the Basic Death Benefit or the 1957 Survivor Benefit. The 1957 Survivor Benefit provides a monthly allowance equal to one-half of the highest service retirement allowance the member would have received had he/she retired on the date of death. The 1957 Survivor Benefit is payable to the surviving spouse or registered domestic partner until death or to eligible unmarried children until age 18.

1959 Survivor Benefit: (If provided by the employer's contract and the member is not covered under social security.) A surviving spouse or registered domestic partner and eligible children may receive a monthly allowance as determine by the level of coverage. This benefit is payable in addition to the Basic Death Benefit or 1957 Survivor Benefit. Children are eligible if under age 22 and unmarried.

Pre-Retirement Optional Settlement 2 Death Benefit: (If provided by the employer's contract.) The spouse or registered domestic partner of a deceased member, who was eligible to retire for service at the time of death, may to elect to receive the Pre-Retirement Optional Settlement 2 Death Benefit in lieu of the lump sum Basic Death Benefit. The benefit is a monthly allowance equal to the amount the member would have received if he/she had retired for service on the date of death and elected Optional Settlement 2, the highest monthly allowance a member can leave a spouse or registered domestic partner.

COST-OF-LIVING ADJUSTMENTS

The cost of living allowance increases are limited to a maximum of 2% compounded annually unless the employer's contract provides a 3, 4, or 5% increase.

DEATH AFTER RETIREMENT

The lump sum death benefit is \$500 (or \$600, \$2,000, \$3,000, \$4,000 or \$5,000 if provided by the employer's contract) regardless of the retirement plan chosen by the member at the time of retirement.

TERMINATION OF EMPLOYMENT

Members who have separated from employment may elect to leave their contributions on deposit or request a refund of contributions and interest. Those who leave their contributions on deposit may apply at a later date for a monthly retirement allowance if the minimum service and age requirements are met. Members who request a refund of their contributions terminate their membership and are not eligible for any future benefits unless they return to CalPERS membership.

EMPLOYEE CONTRIBUTIONS

Miscellaneous members covered by the 2% @ 60 formula contribute 7% of reportable earnings. Those covered under a modified formula (coordinated with Social Security) do not contribute on the first \$133.33 earned.

The employer also contributes toward the cost of the benefits. The amount contributed by the employer for current service retirement benefits generally exceeds the cost to the employee. In addition, the employer bears the entire cost of prior service benefits (the period of time before the employer provided retirement coverage under CalPERS). All employer contribution rates are subject to adjustment by the CalPERS Board of Administration.

SAN ELIJO JOINT POWERS AUTHORITY
MEMORANDUM

September 10, 2012

TO: Board of Directors
San Elijo Joint Powers Authority

FROM: General Manager

SUBJECT: SAN ELIJO OCEAN OUTFALL 2012 ANNUAL INSPECTION REPORT

RECOMMENDATION

It is recommended that the Board of Directors:

1. Accept and File the San Elijo Ocean Outfall Year 2012 Annual Inspection Report prepared by Marine Taxonomic Services, LTS.; and
2. Discuss and take action as appropriate.

BACKGROUND

The San Elijo Ocean Outfall was commissioned in 1965 to discharge treated effluent from the San Elijo Water Pollution Control Facility (now named the San Elijo Water Reclamation Facility). The outfall was upgraded and expanded in 1974 to include discharge capacity for the City of Escondido's Hale Avenue Resource Recovery Facility. The length of the outfall is 8,000 feet with an end depth of approximately 150 feet below mean sea level. The diffuser section of pipe is composed of 1,176 feet of 48-inch pipe with 200 individual 2-inch diameter diffuser ports. The discharge of treated wastewater to the ocean is subject to strict environmental regulations that stipulate dilution requirements, distance from shore, and depth of water for which the effluent is discharged. To ensure that the ocean outfall is in sound operating condition and that environmental regulations are being met, the San Elijo Joint Powers Authority (SEJPA) inspects the outfall annually.

DISCUSSION

The SEJPA contracted with Marine Taxonomic Services, LTD (MTS) to complete the 2012 annual inspection. Dive operations were conducted between July 3 and 6, 2012. Diving staff conducted a general inspection of the outfall corridor from approximately the 100-foot depth level to burial inshore. Inspection activity was attentive to the following:

- Evidence of surface failure of exposed concrete;
- Cracks or other deficiencies in the outfall;
- Joint integrity;
- Leaks or evidence of degradation;

- Attrition or the loss of the ballast materials as a result of physical, biological, or geologic processes;
- Scour of the nearby marine sediments;
- Inspection of exposed portholes and pile supports;
- Evaluation of cathodic protection at exposed anodes; and
- Clearing kelp that hindered inspection activities or threatened ballast material.

MTS reports that the San Elijo Ocean Outfall was found to be in excellent overall condition. Offshore areas of the outfall were stable and showed no signs of ballast movement; inshore ballast rock showed no significant signs of movement since the last reballasting project (2003). The outfall showed no signs of spalling, cracking, or other deficiencies in the concrete pipe. All observed joints were in alignment with no evidence of leaks. Anodes were in good condition and have greater than 60% remaining life expectancy. The near shore inspection revealed kelp growth on the pipeline and the surrounding ballast. The kelp was cleared to minimize the threat of ballast movement from the considerable buoyancy of the kelp.

The outfall was constructed with five access portholes that have metal covers. These covers use sacrificial zinc anodes for corrosion protection. The anodes on Portholes 1, 2, 3, 4, and 5 appear to have considerable mass remaining. The anode last installed was on porthole 4 in 2011.

During each annual inspection, efforts are made to inspect the 35 pile supports that secure the inshore section of the ocean outfall. Typically, these pile supports are covered by sand and cannot be inspected. This year, ten of the supports were exposed allowing inspection to be conducted. All anodes on the accessible pile supports are in excellent working order.

SUMMARY AND RECOMMENDATIONS

The following points summarize the major findings of this outfall inspection:

- In general, the San Elijo Ocean Outfall was found to be in excellent overall condition.
- Ballast rock shows no significant sign of movement since the last reballasting project.
- The outfall showed no signs of spalling, rust staining, or cracking and there was no leakage observed from pipe joints or any other location on the outfall.
- Anodes were in good condition and have greater than 60% remaining life expectancy where these were visible and could be inspected.
- Overgrown kelp that was starting to lift ballast from the pipeline was completely removed from over the pipeline.
- The ten exposed pile supports surveyed during this inspection were found to have excellent cathodic protection.

The following items are recommendations for continued structural integrity and environmentally safe operation of the San Elijo Ocean Outfall:

- Complete a Remote Operated Vehicle (ROV) survey of the diffuser section of the outfall pipe at least every two years.
- Continue to cut all kelp on the pipeline and ballast pile so further ballast is not moved away from the pipeline.
- Monitor and inspect all visible pile support structures annually.

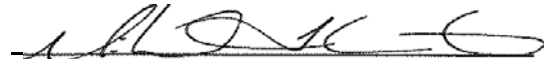
- Continue to perform “rapid response” overview inspections after periods of extremely high surf or earthquakes in order to identify damage and potential for failure due to scour, high-velocity currents, or major seafloor movement.
- During future inspections, anodes should be replaced when they become ineffective against preventing corrosion to pipe and pile structures.
- Continue preventative maintenance and detailed inspections of the pipeline using diver and ROV surveys.

The full report and a video of the dive inspection is on file in the SEJPA office and available for review.

It is therefore recommended that the Board of Directors:

1. Accept and file the San Elijo Ocean Outfall Year 2012 Annual Inspection Report prepared by Marine Taxonomic Services, LTD.; and
2. Discuss and take action as appropriate.

Respectfully submitted,



Michael T. Thornton, P.E.
General Manager

Attachments: San Elijo Ocean Outfall Year 2012 Annual Inspection Project Summary,
Marine Taxonomic Services, LTD., July 2012



Project Summary

Dear Client:

Marine Taxonomic Services, Ltd. (MTS) performed the Year 2012 San Elijo Ocean Outfall annual inspection at the request of the San Elijo Joint Powers Authority (SEJPA) in July 2012. MTS is an environmental consulting firm committed to providing innovative solutions to help our clients create valuable scientific knowledge while promoting growth in a sustainable manner. MTS provides its clients with a full range of services in marine environments along with technical dive and inspection services. The inspection involved diver examination of the outfall inshore of the 100-ft isobath, evaluation of all 5 portholes, evaluation of cathodic protection at exposed anodes on portholes, cross-section surveys and depth profiling inshore of Station 32+00 at 100 foot intervals, pile support survey of all exposed pile supports, and clearing of kelp.

Photo and video documentation were collected along the entire outfall portion that was surveyed. The purpose of the inspection was to look for evidence of spalling of the exposed concrete surfaces, cracks or other signs of wear or degradation of the outfall structure. This includes inspecting joint integrity for leaks or evidence of degradation, inspecting diffuser flow, evaluating for other potential hazards and checking attrition or the loss of efficacy of the pipe ballast material.

In general, the San Elijo Ocean Outfall was found to be in excellent overall condition. All areas of the pipeline that are ballasted were stable and showed no significant signs of movement since the last re-ballasting project. The outfall showed no signs of spalling, rust staining, or cracking and there was no leakage detected from pipe joints or any other locations on the outfall. Anodes on the exposed portholes were in good condition and have greater than 60% remaining life expectancy. The pile support section of the outfall has been partially covered with shifting sands from last year's inspection. All pile supports that are currently visible are cathodically protected and have no broken anodes.

SAN ELIJO JOINT POWERS AUTHORITY
MEMORANDUM

September 10, 2012

TO: Board of Directors
San Elijo Joint Powers Authority

FROM: General Manager

SUBJECT: RECYCLED WATER WHOLESAL AGREEMENT WITH OLIVENHAIN
MUNICIPAL WATER DISTRICT

RECOMMENDATION

It is recommended that the Board of Directors:

1. Authorize the General Manager to Execute the attached recycled water wholesale agreement with the Olivenhain Municipal Water District; and
2. Discuss and take action as appropriate.

BACKGROUND

The San Elijo Joint Powers Authority (SEJPA) owns and operates the San Elijo Water Reclamation Facility that provides recycled water to three water purveyors; Santa Fe Irrigation District (SFID), San Dieguito Water District (SDWD), and the City of Del Mar, as well as sells recycled water directly to the Encinitas Ranch Golf Authority (ERGA). The San Elijo Water Reclamation Facility (SEWRF) has the capacity to produce approximately 3 million gallons per day (MGD), or more than 1,600 acre-feet per year (AFY) of recycled water. The SEWRF is currently operating at production levels closer to 1,100 AFY to 1,250 AFY. Therefore, the facility has capacity to serve new customers.

The Olivenhain Municipal Water District (OMWD) operates its own recycled water program and is actively developing a network of recycled water distribution pipelines and reservoirs throughout its service district. OMWD views recycled water as an important component of a diversified water portfolio and as a locally produced and sustainable water supply. OMWD produces recycled water at its 4S Ranch Water Reclamation Facility that serves the northeastern portion of their district and purchases recycled water wholesale from Vallecitos Water District and the City of San Diego.

OMWD and the SEJPA are member agencies of the North San Diego County Regional Recycled Water Project which is focused on identifying new local and regional recycled water projects that will provide additional water supplies to the local water agencies beyond what they could utilize individually. This effort has helped identify new opportunities between OMWD and the SEJPA to expand recycled water use cost effectively within our region including water customers in both the City of Encinitas and the City of Solana Beach.

DISCUSSION

The SEJPA has been in discussions with OMWD in regards to developing a wholesale purchase agreement for water deliveries in the northern portion of the City of Encinitas. The SEJPA has excess production capacity at its water reclamation facility and OMWD has expressed interest in purchasing recycled water that this excess capacity can produce. From these discussions, the following Principles of Understanding have been proposed:

- Term of the agreement is for 20 years with termination allowances by both parties,
- OMWD shall pay the construction costs associated with connecting the SEJPA delivery pipeline to OMWD's distribution system,
- OMWD shall be responsible for all connecting infrastructure to the end customer, and
- SEJPA will provide OMWD an infrastructure credit for distribution infrastructure that OMWD owns and operates.

FISCAL IMPACT

The proposed wholesale agreement provides a minimum annual purchase volume of 25 acre-feet (AF) at a rate of \$1,193 per AF (which is approximately 85% of OMWD's potable water cost), minus an infrastructure credit \$450 per AF for distribution facilities owned and operated by OMWD. It is anticipated that this agreement will likely develop into 50 AF to 100 AF of new recycled water sales for the SEJPA. In addition, the agreement defines future water rate increases bound between 2% to 5% annually, based on cost of service needs of the SEJPA Recycled Water Program. Therefore, assuming that the average wholesale volume sold is 65 AF and water rates escalate at an average annual rate of 3%, then it is reasonable to expect the financial value of this agreement through the year 2020 at approximately \$450,000.

As presented in previous staff reports, developing new recycled water sales are paramount to developing a financially robust recycled water program. Currently, the water reclamation facility is operating at less than full capacity, thus providing the opportunity to execute the proposed wholesale agreement at terms that are acceptable to both OMWD and the SEJPA.

It is therefore recommended that the Board of Directors:

1. Authorize the General Manager to Execute the attached recycled water wholesale agreement with the Olivenhain Municipal Water District; and
2. Discuss and take action as appropriate.

Respectfully submitted,



Michael T. Thornton, P.E.
General Manager

Attachment: AGREEMENT FOR SALE OF RECYCLED WATER BETWEEN SAN ELIJO JOINT POWERS AUTHORITY AND OLIVENHAIN MUNICIPAL WATER DISTRICT

**AGREEMENT FOR SALE OF RECYCLED WATER BETWEEN SAN
ELIJO JOINT POWERS AUTHORITY AND OLIVENHAIN MUNICIPAL
WATER DISTRICT**

This Agreement is entered into by and between Olivenhain Municipal Water District, a Municipal Water District organized and operating pursuant to Water Code Sections 71000 *et seq.* (hereinafter “OMWD”) and San Elijo Joint Powers Authority, a joint powers authority organized and operating pursuant to Government Code Sections 6500 *et seq.*, (hereinafter “SEJPA”), (collectively “the Parties”).

RECITALS

1. SEJPA owns and operates the San Elijo Water Reclamation Facility (SEWRF), which has the capacity to produce approximately 3 million gallons per day (MGD) of recycled water from collected and treated wastewater.
2. OMWD continues to construct recycled water facilities capable of delivering recycled water to a variety of projects within its service area.
3. OMWD and SEJPA wish to enter into an Agreement for OMWD to purchase recycled water from SEJPA for resale to customers of OMWD within OMWD’s service territory.
4. SEJPA has agreed to deliver at least 25 acre-feet per year of Title 22 tertiary recycled water to OMWD meeting all applicable federal, state and local standards for irrigation and resale by OMWD, including without limitation, the California Department of Public Health standards for irrigation and resale by OMWD in accordance with all terms of this Agreement.
5. The Parties acknowledge that delivery of the recycled water volume outlined in this Agreement is contingent upon the construction of facilities connecting the SEJPA delivery pipeline to OMWD’s distribution system, for which OMWD will bear all costs.

COVENANTS

1. Construction of Interconnection. OMWD will be responsible for all construction costs associated with connection of the SEJPA delivery pipeline to OMWD's distribution system. The schedule to construct the interconnection will begin no sooner than September 2012 and will be completed no later than April 2013.

2. Master Flow Meter. A master recycled water flow meter shall be installed by OMWD in a location mutually agreeable to the Parties to measure the quantity of recycled water supplied to OMWD by SEJPA. OMWD shall own the master recycled water flow meter and shall be responsible for operating, maintaining, calibrating, and reading on a routine basis the master recycled water flow meter. OMWD shall read and report to SEJPA the meter results no less than once per month and shall provide copies of calibration results on an annual basis. SEJPA shall deliver recycled water to OMWD to the mutually agreed upon location of the master recycled water flow meter and shall have no responsibility or obligation to deliver recycled water beyond the master recycled water flow meter location. OMWD is solely responsible for all connecting infrastructure to the end customer downstream of the master recycled water flow meter.

3. Quantities of Recycled Water to be Purchased. During the term of this Agreement, OMWD agrees to purchase, and SEJPA agrees to deliver to the OMWD recycled water distribution system, provided SEWRF influent flows are sufficient and adequate effluent is available, a minimum amount of 25 acre feet of recycled water per year. The year is hereby defined as beginning on January 1 and ending on December 31. There is no maximum limit to this Agreement, though both parties expect ultimate annual usage to total between 50 acre feet and 100 acre feet per year.

4. Interruption of Delivery of Recycled Water. Notwithstanding the provisions of section 3 above, the Parties understand and agree that there shall be no liability to SEJPA to supply recycled water, or obligation of OMWD to purchase for day-to-day interruptions in

delivery of recycled water due to plant emergencies requiring plant shut down and repairs associated with acts of God, permit compliance, orders by regulatory bodies or judicial courts, and/or equipment breakdowns, or substantial maintenance activities. SEJPA shall make good faith efforts to resume delivery of recycled water in a timely manner after completing the necessary efforts to restore the operation of the SEWRF. If recycled water delivery is discontinued for more than seven (7) consecutive days, then SEJPA shall provide OMWD a time schedule indicating when delivery is expected to resume. If SEJPA is unable to resume recycled water delivery in a time schedule acceptable to OMWD, OMWD may terminate this Agreement with no further obligation upon sixty (60) days' written notice thereof to SEJPA.

5. Treatment Standards. SEJPA shall treat the recycled water from the SEWRF in conformance with, inter alia, the water quality requirements provided by Title 22, Division 4, of the California Code of Regulations ("CCR"), section 60304, "Use of recycled water for irrigation." SEJPA shall use its best good faith efforts to ensure that said recycled water meets the foregoing CCR Title 22 standards; however, SEJPA does not guarantee or warrant the quality of the recycled water provided OMWD or subsequent users. Both Parties understand that the presence of dissolved minerals in the recycled water is measured as total dissolved solids ("TDS") and other substances in higher concentrations can be deleterious to the plants irrigated with such water. Both Parties agree that SEJPA's failure to supply recycled water in accordance with Title 22 or with TDS concentration of less than 1000 milligrams per liter (mg/L), as determined in conformance with the methodology specified in the SEWRF Waste Discharge Permit, will be grounds for OMWD to suspend its obligation to accept and pay for recycled water from SEJPA until quality is restored to less than 1000 mg/L TDS. Both parties agree that SEJPA's failure to supply OMWD with recycled water that complies with all applicable federal, state and local standards for irrigation and resale will be grounds for OMWD, in its sole discretion, to terminate this Agreement, or for OMWD to suspend its obligation to accept and pay for the recycled water from SEJPA until water quality is restored to levels in compliance with said regulations.

6. Recycled Water Delivery Pressure. Recycled water delivered by SEJPA to the OMWD distribution system shall be delivered at a pressure equivalent to a minimum hydraulic grade line of 330 feet, including all pipeline head loss, with an operational hydraulic grade line goal of 370 feet to maximize operational flexibility. Insufficient hydraulic grade line is not a reason to consider either party in default of this agreement.

7. Compliance with Regulatory Requirements. OMWD agrees to comply with all applicable recycled water distribution regulations issued and/or mandated by the State of California Department of Public Health (CDPH), the County of San Diego Department of Environmental Health (DEH), and the California Regional Water Quality Control Board, San Diego Region (RWQCB). OMWD shall be responsible for ensuring that all users of recycled water within OMWD's jurisdiction shall be in compliance with OMWD's discharge order issued by the RWQCB, and that all users shall be made to comply with OMWD's most recent recycled water rules and regulations.

8. Price of Recycled Water. OMWD shall purchase, in accordance with Section 3, disinfected, tertiary-treated recycled water from SEJPA according to the schedule below. Purchase prices will incorporate a credit to OMWD of \$450 per acre foot of recycled water purchased during the term of this Agreement in recognition of OMWD's infrastructure investments in accordance with Section 1 and Section 2.

- a. From July 1, 2012 through June 30, 2013, OMWD shall purchase from SEJPA recycled water as measured at the master recycled water flow meter at a rate of \$1,193 per acre foot, minus the infrastructure credit of \$450 per acre foot, for a net rate of \$743 per acre foot.
- b. From July 1, 2013 through June 30, 2014, OMWD shall purchase from SEJPA recycled water as measured at the master recycled water flow meter at a rate of \$1,253 per acre foot, minus the infrastructure credit of \$450 per acre foot, for a net rate of \$803 per acre foot.

- c. From July 1, 2014 through June 30, 2020, the rate charged by SEJPA to OMWD for recycled water shall escalate at a rate no less than 2% annually and no greater than 5% annually as prescribed through a cost-of-service model. In the event the parties do not reach an agreement on the applicable rate by July 1, a rate increase of three percent (3%) shall go into effect through June 30 of the following year provided that either party may (1) initiate arbitration to determine if a different increase between two percent (2%) and five percent (5%) is appropriate for the applicable July 1 to June 30 time period, or (2) terminate the agreement upon one (1) years' written notice to the other party. In the event either party initiates arbitration, the Parties shall bear their own costs and fees incurred related to such arbitration.
- d. For the period beginning July 1, 2020 through the remaining term of the Agreement, a mutually agreeable pricing structure for recycled water shall be determined by the Parties in accordance with Section 14 of this Agreement.

In recognition of OMWD's administrative and operational costs, SEJPA shall have no claim to monthly bills, meter fees or capacity fees collected by OMWD from end customers.

9. Terms of Payment. OMWD shall provide a usage statement to the SEJPA on a monthly or bi-monthly basis for the amount of water delivered through the Master Meter. If OMWD purchases less than 25 acre-feet during an annual period ending December 31, then an additional invoice shall be issued for the remaining water required to reach the minimum purchase volume of 25 acre-feet. OMWD agrees to pay SEJPA for such purchases within forty-five (45) days of invoice receipt. In the event that payment is more than forty-five (45) days in arrears, SEJPA reserves the right to stop delivery of recycled water until payment is made and/or charge interest of one percent (1%) per month on delinquent amounts.

10. Right to Sell to Others. In the event that OMWD fails to purchase the minimum quantities of recycled water as required in Section 3 of this Agreement, SEJPA shall have the absolute right and discretion to sell the unused recycled water to other parties.

11. Access to Records. The Parties shall each keep proper books and records in which complete and correct entries shall be made of all recycled water delivered to OMWD throughout the duration of this Agreement. These books and records shall, upon written request, be subject to inspection by any duly authorized representative of each party and of the RWQCB within ten (10) business days after receipt of such request.

12. Notices. All letters, statements, or notices required pursuant to this Agreement shall be deemed effective upon receipt when personally served, transmitted by facsimile machine, or sent certified mail, return receipt requested, to the following addresses or facsimile numbers:

To: "SEJPA"

San Elijo Joint Powers Authority
Attention: Michael T. Thornton, General Manager
2695 Manchester Avenue
PO Box 1077
Cardiff by the Sea, CA 92007
Facsimile No. (760) 753-5935

To: "OMWD"

Olivenhain Municipal Water District
Attention: Kimberly A. Thorner, General Manager
1966 Olivenhain Road
Encinitas, CA 92024
Facsimile No. (760) 753-6466

13. Assignment. This Agreement or any interest therein or any monies due or that are to become due thereunder shall not be assigned, hypothecated, or otherwise disposed of without the prior written consent of both Parties to this Agreement, which consent shall not be unreasonably withheld.

14. Term of Agreement. The term of this Agreement shall be twenty (20) years from the effective date, subject to the rights of the Parties to an earlier termination as provided in this Agreement. Prior to July 1, 2020, the Parties will evaluate the pricing structure and other terms of the Agreement as requested by either party, with mutually agreeable amendments to enter into effect July 1, 2020 through the duration of the 20-year term. In the event the parties do not reach an agreement on the applicable pricing structure by July 1, 2020, an annual rate increase of three percent (3%) shall go into effect commencing July 1, 2020 through the duration of the 20-year term provided that either party may, within thirty (30) calendar days after the July 1, 2020 deadline either (1) initiate arbitration or mediation to determine if a different pricing structure is appropriate or (2) terminate the Agreement upon one (1) years' written notice. In the event either party initiates arbitration or mediation, the Parties shall bear their own costs and fees incurred related to such arbitration or mediation. This Agreement shall continue in force from year to year after the initial 20-year term until either party gives one (1) year's written notice to the other of its intention to terminate or renegotiate the Agreement. This Agreement shall terminate one (1) year from the date upon which such written notice is received unless the Parties agree otherwise in writing. The parties further acknowledge that OMWD is pursuing the conversion of its Wanket Tank to recycled water and the completion of recycled water to Village Park. Both parties agree that the completion of the conversion of OMWD's Wanket Tank to recycled water will be considered a trigger event in this Agreement whereby the parties may re-evaluate both price and quantity of water delivered under this contract by mutually agreeable amendment. The re-evaluation of the price of water delivered under this Agreement shall be based on a cost-of-service analysis.

15. Early Termination. If at any time during the term of this Agreement, recycled water in compliance with the standards referenced herein cannot lawfully be used by OMWD for the purposes intended by this Agreement, because of government regulations now in effect or hereinafter imposed, or, if OMWD should for any reason breach its obligations under this Agreement in any material respect, including, but not limited to, failure to pay for recycled

water as required, failure to accept recycled water as required, failure to maintain facilities, or other substantial failure, SEJPA may terminate this Agreement with no further obligation by giving sixty (60) days' written notice thereof to OMWD. During said sixty (60) day period, OMWD shall have the opportunity to cure the breach in the Agreement before termination occurs. In the event SEJPA refuses to deliver recycled water to OMWD in conformance with this Agreement for any reason, or if SEJPA fails to deliver recycled water that complies with all applicable federal, state and local standards required for OMWD's intended use of the recycled water, OMWD may terminate this Agreement with no further obligation upon sixty (60) days' written notice thereof to SEJPA.

16. Entire Agreement. This Agreement constitutes the entire understanding between the Parties with respect to the subject matter hereof superseding all negotiations, prior discussions, agreements, and understandings, written or oral. This Agreement shall not be amended, except by written consent of the Parties, and no waiver of any rights under this Agreement shall be binding unless it is in writing signed by the party waiving such rights. In the event any provision of this Agreement shall be held to be invalid and unenforceable, the other provisions of this Agreement shall be held to be valid and binding on the Parties.

17. Binding Effect. This Agreement shall be binding upon the Parties and their respective successors in interest, permitted assigns, executors, administrators, and personal representatives.

18. Indemnification. SEJPA agrees, to the fullest extent permitted by law, to indemnify and hold OMWD, its directors, officers, employees, or authorized volunteers harmless from any damage, liability, or cost (including attorney's fees and costs of defense) arising from, related to or in any way connected with this Agreement to the extent caused by SEJPA's willful misconduct or negligent acts, errors, or omissions, including such willful misconduct or negligent acts, errors, or omissions by subcontractors or others for whom SEJPA is legally liable. OMWD agrees, to the fullest extent permitted by law, to indemnify and hold

SEJPA, its directors, officers, employees, or authorized volunteers harmless from any damage, liability, or cost (including attorney's fees and costs of defense) arising from, related to, or in any way connected with this Agreement to the extent caused by OMWD's willful misconduct or negligent acts, errors, or omissions, including such willful misconduct or negligent acts, errors, or omissions by subcontractors or others for whom OMWD is legally liable.

19. Venue. In the event of any legal or equitable proceeding to enforce or interpret the terms or conditions of this Agreement, the Parties agree that venue shall lie only in the courts in or nearest to the North County Judicial District, County of San Diego, State of California. In the event of a dispute under this Agreement, no party shall be deemed to be the party who caused the uncertainty to exist and the prescriptions of Civil Code Section 1654 shall not be applicable to such dispute under this Agreement.

20. Dispute Resolution. In the event of a dispute relating to this Agreement, both Parties agree to use their best efforts to informally resolve the dispute without filing litigation. Accordingly, except as provided in section 14 hereof, the Parties agree to submit any claim, controversy or dispute arising out of or relating to this Agreement or the relationship created by this Agreement to non-binding mediation before bringing a claim, controversy or dispute in a court or before any other tribunal. The mediation is to be conducted by either an individual mediator or a mediator appointed by mediation services mutually agreeable to the Parties. The mediation shall take place at a time and location which is also mutually agreeable; provided; however, in no event shall the mediation occur later than ninety (90) days after either Party notifies the other of its desire to have a dispute placed before a mediator, unless the time period is extended by a written agreement of the Parties. The costs and expenses of mediation, including compensation and expenses of the mediator (and except for the attorneys fees incurred by either party), is to be shared by the Parties equally. If the parties are unable to resolve the claim, controversy or dispute within ninety (90) days after the date either Party provides the other notice of mediation, then either Party may bring and initiate a legal

proceeding to resolve the claim, controversy or dispute unless the time period is extended by a written agreement of the Parties.

21. Effective Date. The effective date of this Agreement executed in counterparts in Encinitas, California, within the North County Judicial District, County of San Diego, State of California, is _____. This Agreement may be executed in counterparts, each of which shall constitute an original, but all of which together shall constitute one and the same agreement, and the signature of any party to any counterpart shall be deemed a signature to, and may be appended to, any other counterpart.

Dated: _____

Olivenhain Municipal Water District,
a public agency

By: _____

Kimberly A. Thorner
General Manager

Dated: _____

San Elijo Joint Powers Authority,
a public agency

By: _____

Michael T. Thornton
General Manager

SAN ELIJO JOINT POWERS AUTHORITY
MEMORANDUM

September 10, 2012

TO: Board of Directors
San Elijo Joint Powers Authority

FROM: General Manager

SUBJECT: State Budget Decision to Suspend Mandated Portions of the Brown Act

RECOMMENDATION

It is recommended that the Board of Directors:

1. Discuss and take action, as appropriate.

BACKGROUND

The 2012-13 State Budget was approved by the Governor on June 27, 2012. The section of this budget, Item No. 8885-295-0001 of AB 1464, pertaining to portions of the Brown Act, has been suspended in order for the State to avoid having to reimburse local agencies for these state mandates. These mandates affect the open meeting and open records provisions of the Brown Act. One effect of the bill is that many State mandates requiring reimbursements to local agencies were suspended, including, the posting of meeting agenda notices required pursuant to the Brown Act. On that same date, in order to save up to \$20 million per year, the Governor also signed budget trailer bill SB 1006 extending the suspensions through FY 2014/2015.

DISCUSSION

Under existing law, the State is prohibited from imposing mandates without funding them (so called unfunded mandates). Therefore, the impact of AB 1464 and SB 1006 (collectively the "new law") effectively serves to suspend the Brown Act requirement that local agencies post meeting agenda notices, and allow members of the public to address the Board on specific agenda items and items of interest within the subject matter jurisdiction of the Board, and state the public's right to such comment on the agenda.

The Board of Directors requested that Staff return with an agenda item affirming the SEJPA's intent to continue complying with the requirements of the Brown Act despite any effort by the State to suspend reimbursement for related costs. Attached is a draft resolution which, if adopted, would formally establish the SEJPA's policy to do so.

FISCAL IMPACT

None. The SEJPA already complies with the Brown Act and has received no reimbursement from the state for these mandates in recent years. Overall, the historic cost to the SEJPA associated with compliance with Brown Act requirements have been minor and do not justify the accounting cost for seeking reimbursement by the State.

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

1. Discuss and take action, as appropriate.

Respectfully submitted,



Michael T. Thornton, P.E.
General Manager

Attachment: Resolution No. 2013-01

RESOLUTION NO. 2013-01

RESOLUTION AFFIRMING THAT THE SAN ELIJO JOINT POWERS AUTHORITY SHALL CONTINUE TO COMPLY WITH EVERY REQUIREMENT OF THE BROWN ACT DESPITE THE STATE'S SUSPENSION OF REIMBURSEMENT FOR COSTS RELATED TO COMPLIANCE WITH REQUIREMENTS CONTAINED THEREIN FOR FISCAL REASONS

WHEREAS, on June 27, 2012 the Governor signed AB 1464 and SB 1006 (collectively the "new law") into law which together effectively serves to suspend reimbursement to local agencies (such as San Elijo Joint Powers Authority) for costs related to compliance with requirements of the Brown Act such as the posting of meeting agendas through FY 2014-15;

WHEREAS, the State is required to reimburse local governments for costs related to compliance with certain requirements of the Brown Act (state mandates) such as the posting of meeting agendas;

WHEREAS, the suspension of the above mentioned mandates under the Brown Act prevent San Elijo Joint Powers Authority from obtaining reimbursement for its costs of providing statutory notice and complying with certain requirements in relation to the Act's closed session provisions;

WHEREAS, transparency and open government in San Elijo Joint Powers Authority remains a fundamental principle that shall not be compromised despite the State's suspension of reimbursement for costs related to compliance with requirements contained in the Brown Act for fiscal reasons; and

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the San Elijo Joint Powers Authority shall continue to comply with every requirement of the Brown Act despite the State's suspension of reimbursement for costs related to compliance with requirements contained therein for fiscal reasons.

PASSED AND ADOPTED at a regular meeting of the Board of Directors of the San Elijo Joint Powers Authority, California, held on this 10th day of September, 2012 by the following vote:

AYES: Boardmembers:

NOES: Boardmembers:

ABSENT: Boardmembers:

ABSTAIN: Boardmembers:

Teresa Barth, Chairperson
SEJPA Board of Directors

ATTEST:

Michael T. Thornton, P.E.
Secretary of the Board