

**SAN ELIJO JOINT POWERS AUTHORITY
MONDAY, SEPTEMBER 14, 2009 AT 8:00 A.M.
SAN ELIJO WATER RECLAMATION FACILITY
CARDIFF BY THE SEA, CALIFORNIA
Phone: (760) 753-6203 Fax: (760) 753-5935**

Michael T. Thornton, P.E.
General Manager

**Board of Directors
General Manager Performance Review
Subcommittee Meeting
Notice & Agenda**

The next meeting of the San Elijo Joint Powers Authority (SEJPA) will be on Monday, September 14, 2009 at 8:00 a.m. in the Conference Room, 2695 Manchester Avenue, Cardiff, CA.

ITEM	ACTION
1. Call to Order	
2. Roll Call	Information
3. Pledge of Allegiance	
4. Closed Session: Government Code Section 54957 with respect to Public Employee Performance Evaluation. Title: General Manager	Information/Motion
5. Adjournment to September 14, 2009 at 9:00 a.m.	Motion

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.

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 Phone: (760) 753-6203 Fax: (760) 753-5935**

Michael T. Thornton, P.E.
 General Manager

**Board of Directors
 Meeting Notice & Agenda**

The next meeting of the San Elijo Joint Powers Authority (SEJPA) will be on Monday, September 14, 2009 at 9:00 am. in the Conference Room, 2695 Manchester Avenue, Cardiff, CA.

ITEM	ACTION
1. Call to Order	
2. Roll Call	Information
3. Pledge of Allegiance	
4. Oral Communications	Information
5. Presentation of Awards	Information
6. Consent Calendar*	Motion
7. * Approval of Minutes for July 13, 2009 Meeting	Motion
8. * Approval for Payment of Warrants & Monthly Investment Reports	Motion
9. * SEWRF Treated Effluent Flows – Monthly Report	Information
10. * SEJPA Recycled Water Program – Monthly Report	Information
11. * San Elijo Ocean Outfall 2008-09 Annual Inspection Report	Information/Motion
12. * San Elijo Joint Powers Authority (SEJPA) Vision & Mission Statements	Information/Motion
13. * Memorandums of Understanding (MOU's) Between the San Elijo Joint Powers Authority and the City of Encinitas and the City of Solana Beach for Pump Station Operation and Maintenance Services	Information/Motion
14. * Update- Recycled Water Retrofit Loan for the Ocean Knoll Elementary School	Information/Motion
15. * Items Removed from the Consent Calendar	Information/Motion
16. Reconciliation of Member Agency's Investment in the Water Reclamation Program	Information/Motion
17. SEJPA Appointment to the Regional Advisory Committee for the San Diego Integrated Regional Water Management Program	Information/Motion
18. Facility Access Agreement With J. Craig Venter Institute For Wastewater Treatment Research	Information/Motion
19. General Manager's Report	Information
20. General Counsel's Report	Information
21. Board Member Comments	Information
22. Closed Session	Information/Motion
23. Adjournment to October 12, 2009 at 9:00 a.m.	Motion

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AGENDA
SAN ELIJO JOINT POWERS AUTHORITY
MONDAY, SEPTEMBER 14, 2009 AT 8:00 A.M.
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

AGENDA

4. CLOSED SESSION

The Board will meet pursuant to Government Code Section 54957 with respect to Public Employee Performance Evaluation. Title: General Manager

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".

5. ADJOURNMENT

The next regular scheduled San Elijo Joint Powers Authority Board Meeting will be September 14, 2009 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.

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AGENDA
SAN ELIJO JOINT POWERS AUTHORITY
MONDAY SEPTEMBER 14, 2009 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
6. * **CONSENT CALENDAR**
7. * APPROVAL OF MINUTES FOR THE JULY 13, 2009 MEETINGS
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. * SAN ELIJO OCEAN OUTFALL 2008-09 ANNUAL INSPECTION REPORT
12. * SAN ELIJO JOINT POWERS AUTHORITY (SEJPA) VISION & MISSION STATEMENTS
13. * MEMORANDUMS OF UNDERSTANDING (MOU's) BETWEEN THE SAN ELIJO JOINT POWERS AUTHORITY AND THE CITY OF ENCINITAS AND THE CITY OF SOLANA BEACH FOR PUMP STATION OPERATION AND MAINTENANCE SERVICES
14. * UPDATE- RECYCLED WATER RETROFIT LOAN FOR THE OCEAN KNOLL ELEMENTARY SCHOOL
15. * ITEMS REMOVED FROM CONSENT CALENDAR

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

REGULAR AGENDA

16. RECONCILIATION OF MEMBER AGENCY'S INVESTMENT IN THE WATER RECLAMATION PROGRAM

It is recommended that the Board of Directors:

1. Discuss and take action as appropriate.

Staff Reference: General Manager, Michael Thornton & Director of Finance/Administration, Gregory Lewis

17. SEJPA APPOINTMENT TO THE REGIONAL ADVISORY COMMITTEE (RAC) FOR THE SAN DIEGO INTEGRATED REGIONAL WATER MANAGEMENT PROGRAM

It is recommended that the Board of Directors:

1. Appoint a member of the SEJPA Board of Directors to serve as the SEJPA's Alternate Member to the Regional Advisory Committee for the San Diego Integrated Regional Water Management Program ; and
2. Discuss and take action as appropriate.

Staff Reference: General Manager, Michael Thornton

18. FACILITY ACCESS AGREEMENT WITH J. CRAIG VENTER INSTITUTE FOR WASTEWATER TREATMENT RESEARCH

It is recommended that the Board of Directors:

1. Authorize the General Manager to execute a facility access agreement with J. Craig Venter Institute for wastewater treatment research; and
2. Discuss and take action as appropriate.

Staff Reference: General Manager, Michael Thornton

19. GENERAL MANAGER'S REPORT

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

20. GENERAL COUNSEL'S REPORT

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

21. 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.

22. CLOSED SESSION

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".

23. ADJOURNMENT

The next regular scheduled San Elijo Joint Powers Authority Board Meeting will be October 12, 2009 at 9:00 a.m.

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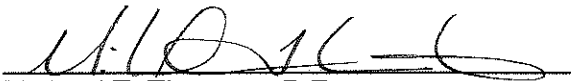
AFFIDAVIT OF POSTING

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 9, 2009



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

SAN ELIJO JOINT POWERS AUTHORITY
MINUTES OF THE BOARD MEETING
HELD ON JULY 13, 2009
AT THE
SAN ELIJO WATER RECLAMATION FACILITY

Dave Roberts, Chair

Maggie Houlihan, Vice Chair

A Meeting of the Board of Directors of the San Elijo Joint Powers Authority (SEJPA) was held Monday, July 13, 2009, at 5:30 pm., at the San Elijo Water Reclamation Facility at 2695 Manchester Avenue, Cardiff by the Sea, California.

1. CALL TO ORDER

Vice Chair Houlihan called the meeting to order at 5:30 pm.

2. ROLL CALL

Directors Present:

Teresa Barth
Thomas Campbell
Maggie Houlihan
Dave Roberts — via phone

Others Present:

General Manager
Director of Finance/Administration
Administrative Assistant

Michael Thornton
Greg Lewis
Monica Blake

SEJPA Counsel:

Procopio, Cory, Hargreaves & Savitch
City of Encinitas, Director of Public Works
City of Solana Beach,
Director of Engineering/Public Works
Kennedy/Jenks Consulting
Winzler & Kelly
Surfrider Foundation

A. Aiko Osugi
Larry Watt
Mohammad "Mo" Sammak
Matt Tebbetts
Mary Grace Pawson
Jared Criscuolo

3. PLEDGE OF ALLEGIANCE

Board Member Barth led the Pledge of Allegiance.

4. ORAL COMMUNICATIONS

Jared Criscuolo of the San Diego Chapter of the Surfrider Foundation voiced the Surfrider's appreciation for the SEJPA's leadership in recycled water and that the agency is considering advanced water treatment and capturing stormwater for reuse. Mr. Criscuolo stated that the SEJPA is setting the standard for recycled water in the San Diego area.

5. PRESENTATION OF AWARDS

None

6. CONSENT CALENDAR

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

Consent Calendar:

Agenda Item No. 7	Approval of Minutes for the June 8, 2009 meetings
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	Authorization for Acceptance and Notice of Completion for Construction of the Cardiff Pump Station Generator and Electrical Improvements Project with Saturn Electric
Agenda Item No. 12	Conceptual Design Report for Flow Equalization and Recycled Water Storage

13. ITEMS REMOVED FROM CONSENT CALENDAR

None

14. SAN ELIJO RECYCLED WATER PROGRAM - 2009 FINANCIAL ASSESSMENT

General Manager Michael Thornton stated that the SEJPA has examined options for improving and expanding its recycled water utility. Various infrastructure improvements were identified to increase the serving capacity and improve water quality and system

reliability. Winzler & Kelly was retained to perform a financial assessment of the program. Four possible expansion scenarios were reviewed with probable financial outcome.

The General Manager stated that treatment improvements are needed for removing salinity from the recycled water to meet requirements of the California Regional Water Quality Control Board (RWQCB).

Board Member Campbell requested further documentation and review of the complete analysis with Member Agency staff. Board Member Campbell also requested memorializing the initial investments/loans by the Member Agencies, and formalizing the pay back terms between the Member Agencies and the SEJPA, including legal counsel review.

Moved by Board Member Campbell and seconded by Board Member Barth to:

1. Accept and file the 2009 Financial Assessment of the Recycled Water Program; and
2. Direct the General Manager to work with the consultants and legal counsel to respond to the issues raised, provide further documentation, and provide the underlying modeling to the member agencies' finance departments for review and with the engineering departments, if they so choose.

Motion carried with unanimous vote of approval.

15. AWARD OF PRELIMINARY DESIGN OF AN ADVANCED WASTEWATER TREATMENT SYSTEM FOR THE SAN ELIJO WATER RECLAMATION FACILITY

In 2008, the SEJPA retained professional engineering services to prepare the conceptual design of new water storage facilities and demineralization treatment improvements at the San Elijo Water Reclamation Facility. It was stated the treatment improvement will address the issues raised by the RWQCB's requirements for salinity control.

General Manager Michael Thornton recommended pursuing a 0.5 million gallon per day (MGD) demineralization facility. Staff budgeted \$910,000 for recycled water capital improvements. This design contract is for preparing the preliminary design and is not to exceed \$136,000.

Moved by Board Member Campbell and seconded by Board Member Barth to:

1. Authorize the Chair to execute an agreement with Kennedy/Jenks Consultants for Preliminary Design of an Advanced Wastewater Treatment System for the San Elijo Water Reclamation Facility.

Motion carried with unanimous vote of approval.

16. MEMORANDUMS OF UNDERSTANDING (MOU's) BETWEEN THE SAN ELIJO JOINT POWERS AUTHORITY AND THE CITY OF ENCINITAS AND THE CITY OF SOLANA BEACH FOR PUMP STATION OPERATION AND MAINTENANCE SERVICES

General Manager Michael Thornton presented an MOU for each participating member agency in which the SEJPA operates and maintains municipal storm water and wastewater utility infrastructure. The staff of each agency worked together to develop the MOU's. The General Manager stated these MOU's will formally document the roles and responsibilities of each party.

Moved by Chair Roberts and seconded by Board Member Barth to:

1. Accept the draft MOU's for review by the SEJPA and Member Agencies.

Motion carried with unanimous vote of approval.

17. RECYCLED WATER RETROFIT LOAN — OCEAN KNOLL ELEMENTARY SCHOOL

General Manager Michael Thornton stated that the Encinitas Union School District (EUSD) and the San Dieguito Water District (SDWD) wish to pursue conversion of the landscape irrigation at Ocean Knoll Elementary School from potable to recycled water with a retrofit loan from the SEJPA to finance the project in an amount not to exceed \$35,000. Additionally, EUSD requested the SEJPA conduct the management and construction of the project.

Moved by Board Member Campbell and seconded by Board Member Barth to:

1. Authorize the Chair to execute a loan with the Encinitas Union School District to convert the Ocean Knoll Elementary School's irrigation system to recycled water; and
2. Authorize the SEJPA to enter into a management and construction agreement to complete the work with full cost recovery.

Motion carried with unanimous vote of approval.

18. GENERAL MANAGER'S REPORT

General Manager, Michael Thornton reported that according to Region Nine Kelp Survey Consortium's *Status of the Kelp Beds 2008*, the kelp off the San Diego coast is stronger and more vibrant than it's been in 50 years.

The General Manager stated the SEJPA would like to go 'paperless' in future board meetings, emailing all agendas to appropriate parties. This process will save the SEJPA money in regard to paper consumption, copier costs, and staff time in printing and delivery. The Board Members agreed to go paperless.

17. GENERAL COUNSEL'S REPORT

None

18. BOARD MEMBER COMMENTS

None

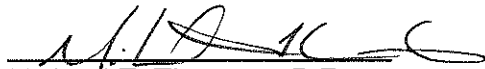
19. CLOSED SESSION

None

20. ADJOURNMENT

The Board of Directors adjourned at 6:40 pm. The next Board of Directors meeting will be held on Monday, September 14, 2009.

Respectfully submitted,



Michael T. Thornton, P.E.
General Manager

PAYMENT OF WARRANTS

10-09

2-Sep-09

VENDOR	DESCRIPTION OF EXPENSE	AMOUNT
10-08 WARRANTS		
AG Tech, LLC	Biosolids hauling - June	\$13,466.03
A T & T	Alarm service - July	\$380.84
A T & T	Alarm service - August	\$380.84
Abcana Industries	Hydrochloric acid - plant and lab	\$728.58
Airgas West	Equipment rental - lab	\$196.27
Airgas West	Equipment rental - lab	\$200.37
Affordable Pipeline Services	Pump out grit and scum - Solana Beach P. S.	\$560.00
Alliant Insurance Service, Inc.	Life and disability insurance - August	\$1,753.60
America Water Works Association	Membership - S. Carr	\$85.00
America Water Works Association	Membership - M. Henke	\$82.00
Aquatic Bioassay	Kelp germination - lab testing	\$960.00
Arizona Instrument	Loaner H2s analyzer - plant	\$210.00
Arizona Instrument	Calibration of the Jerome meter - plant	\$1,320.00
Arrowhead	Kitchen and lab supplies	\$259.89
Atlas Pumping Service	Grease and scum pumping - June	\$277.44
Atlas Pumping Service	Grease and scum pumping - July	\$1,306.28
Atlas Pumping Service	Grease and scum pumping - August	\$277.44
Atlas Pumping Service	Grit and screening - plant - July	\$742.35
Atlas Pumping Service	Picked up trailer - disposal at Arizona	\$2,862.44
Bavco	Backflow supplies - water reclamation	\$570.01
Bay City Electric Works	Hook-up rental generator, plus repairs - San Elijo Hills P. S.	\$1,350.00
Blake, Monica	Expense report - mileage	\$37.22
Boot World, Inc.	Safety boots - A. Simonson	\$117.43
Boot World, Inc.	Safety boots - J. Boyle	\$58.70
CA-NV AWWA	Educational seminar - M. Henke	\$100.00
CSRMA	Workers compensation renewal - 07/01/09 - 07/01/10	\$28,244.00
CWEA - TCP	Certificate renewal - T. Hutchinson	\$115.00
CWEA - TCP	Membership renewal - K. Regnier	\$66.00
California Water Technologies	Ferric chloride - plant	\$5,716.31
Calolympic Safety	Safety glasses	\$22.09
Carr, Scott	Expense report - safety boots	\$66.88
Chea, Ravy	Expense report - mailed lab sample - lab	\$70.33
Coast Waste Management, Inc.	Storm drain cleaning - Cardiff and Solana Beach P.S.	\$371.45
Companion Corporation	Online training	\$300.00
Complete Office	Office supplies - July	\$435.54
Conocophillips Fleet	Vehicle fuel - June	\$1,215.28
Conocophillips Fleet	Vehicle fuel - July	\$993.31
Cor-o-van Records Mgmt., Inc.	Record storage - June	\$119.23
Cor-o-van Records Mgmt., Inc.	Record storage - July	\$61.02
Costco	Membership renewal 2009	\$90.00
County of San Diego, DEH	Permit - Moonlight Beach P. S.	\$296.00
Covad	T-1 service - July	\$359.00
Covad	T-1 service - August	\$359.00
Dave Dennison Co., Inc.	Exhaust fan parts - Solana Beach P. S.	\$286.01
Door Service & Repair, Inc.	Roll-up door for secondary blower building - plant	\$1,598.00
Dudek	Engineering service - recycled water improvement project	\$4,165.80
Edco Waste and Recycling Service	Trash and recycling service - July	\$184.01
Escondido Metal	Parts for grating - plant	\$73.55
Evan's Tire	Vehicle maintenance - brake service	\$497.96
Gierlich - Mitchell, Inc.	Return flow pumps - plant	\$8,270.01
Golden State Overnight	Mailing monthly report - compliance reports	\$87.72

PAYMENT OF WARRANTS

10-09

2-Sep-09

VENDOR	DESCRIPTION OF EXPENSE	AMOUNT
Golden Bell Products	Permith - fly control - plant	\$156.60
Govplace	Symantec endpoint protection - software	\$341.33
Grainger	Adapter, bits, shaft coupler and cables - plant	\$241.57
Grainger	Safety supply - plant	\$22.14
Grainger	Motor, v-belt, and hole plug - ocean outfall	\$169.88
Graphic Products	Yellow vinyl tape - plant and all pump stations	\$240.92
Hach Company	Lab supplies - nutrient buffer and nitrification inhibitor - lab	\$133.04
Harbor Freight Tools	Screwdrivers, bits, brush, hammer, mallet and breaker bars	\$153.21
Harbor Freight Tools	Pipeline supplies - water reclamation and plant	\$65.20
Home Depot	Office supplies	\$85.88
Horizon Health	Employee Assistance Program - July	\$351.12
Horizon Health	Employee Assistance Program - August	\$351.12
Hydrologix	August - grease reduction - Coast Blvd P. S.	\$350.00
Hydrologix	September - grease reduction - Coast Blvd P. S.	\$350.00
Hydro-scape Products, Inc.	Christy riser labels in English and Spanish	\$139.85
Hydro-scape Products, Inc.	Trench shovel and pvc pipe - water reclamation	\$178.40
Hydro-scape Products, Inc.	Tags, labels in English and Spanish, toro bubbler - wtr rec.	\$274.44
Hydro-scape Products, Inc.	Hacksaw, brass ell, brass nip, white marking paint - wtr rec.	\$182.53
JPBL	Ballfield irrigation conversion to recycled water	\$1,675.60
Jani-King	Janitorial service - July	\$882.64
Jani-King	Janitorial service - August	\$882.64
Kennedy/Jenks Consultants	Analyze the electrical emergency power system - Cardiff	\$5,457.18
Kennedy/Jenks Consultants	SEJPA - optimization of the activated sludge system	\$19,502.38
Kennedy/Jenks Consultants	Analyze the electrical emergency power system - Cardiff	\$2,588.00
Konica	Monthly copier maintenance	\$104.11
Konica	Monthly copier maintenance	\$103.74
Lewis, Greg	Expense report - All-Staff lunch	\$57.26
Lewis, Greg	Expense report - table for office and E.A.D. pads - plant	\$259.35
Libert Cassidy Whitmore	Employment relations training - 07/1/09 - 06/30/10	\$2,558.00
MBC	Intensive ocean water monitoring and testing - outfall	\$26,097.89
Merkel & Associates, Inc.	2008/09 ocean outfall inspection - outfall	\$34,800.00
Moyer Instruments, Inc.	Parts for #1 gas boiler - plant	\$566.09
North State Environmental	Transport and dispose hazardous material - plant	\$1,119.11
O.M.W.D.	Manchester - 05/08 - 06/08	\$29.63
O.M.W.D.	Manchester - 06/08 - 07/08	\$32.30
OneSource Distributors, LLC	Parts for plc control panel - Moonlight and Coast Blvd. P.S.	\$1,454.34
Olin	Sodium hypochlorite - water reclamation	\$4,160.92
Olin	Sodium hypochlorite - water reclamation	\$3,767.19
PERS - Health	Health - August	\$11,663.43
PERS - Retirement	Retirement premium - 07/17/09	\$12,309.05
PERS - Retirement	Retirement premium - 07/31/09	\$12,146.61
PERS - Retirement	Retirement premium - 08/14/09	\$12,195.76
Petty Cash	Replenish petty cash	\$187.35
Pacific Pipeline Supply	6 x 3 flange reducer - plant	\$147.35
Pacific Pipeline Supply	Pipeline supplies - Coast Blvd P. S.	\$148.81
Pacific Safety Council	Hazwoper seminar - M. Buckles	\$95.00
Palomar Specialists, Inc.	Backflow certificate and supplies - Solana P.S. and wtr rec.	\$517.00
Pipes Plumbing & Rooter	Clear floor drain in shop - plant	\$80.00
Polydyne, Inc.	Clarifloc - water reclamation	\$1,210.61
Polydyne, Inc.	Odorflow mpox 40 - Olivenhain P. S.	\$420.05
Preferred Benefit	Dental insurance - August	\$1,731.69
Probuild	Repairs, shop and field supplies - June	\$403.55
Procopio	Legal services - general - June	\$1,270.25

PAYMENT OF WARRANTS

10-09

2-Sep-09

VENDOR	DESCRIPTION OF EXPENSE	AMOUNT
Procopio	Legal services - general - July	\$3,135.50
Propulsion Control Engineering	Fuel pump - San Elijo Hills P. S.	\$643.03
RSIS, Inc.	Calibrated flow meters - water reclamation	\$588.00
RTC	Lab supplies - e. coli, simple nutrients and mineral hardness	\$971.80
RTC	Lab supplies - nitrite	\$57.00
Rosemount, Inc.	Differential pressure transmitter - ocean outfall	\$4,023.06
Rohan & Sons, Inc.	Installed condensing fan motor and blade - plant	\$629.38
Rohan & Sons, Inc.	Maintenance service air conditioning units -Olivenhain, plan	\$845.77
SANDPIPA	Liability Insurance Program Renewal - 07/01/09 - 07/01/10	\$56,385.00
SANDPIPA	Property Insurance Premium - 07/01/09 - 07/01/10	\$27,163.00
SCAP	Annual membership due for fiscal 2009/2010	\$2,360.00
SDEA	Seminar - M. Buckles	\$15.00
SHRM	Membership - M. Buckles	\$160.00
SWRCB	State Revolving Fund loan payment	\$834,675.18
San Diego Gas and Electric	Gas and electric - 06/08 - 07/09	\$50,704.87
San Diego Gas and Electric	Cardiff P. S. - 06/09 - 07/09	\$1,610.64
San Dieguito Water District	Manchester - 05/26 - 06/25	\$1,945.15
San Dieguito Water District	Manchester - 05/26 - 06/25	\$148.40
San Dieguito Water District	Manchester - 06/01 - 06/25	\$409.16
San Dieguito Water District	Manchester - 06/01 - 06/25	\$233.20
San Dieguito Water District	Manchester - 06/01 - 06/25	\$617.29
San Dieguito Water District	Manchester - 05/26 - 07/27	\$141.45
San Dieguito Water District	Manchester - 05/26 - 07/27	\$196.80
San Dieguito Water District	Manchester - 06/25 - 07/30	\$2,245.92
San Dieguito Water District	Manchester - 06/25 - 07/31	\$190.80
San Dieguito Water District	Manchester - 06/25 - 07/31	\$460.41
San Dieguito Water District	Manchester - 06/25 - 07/30	\$216.24
San Dieguito Water District	Manchester - 06/25 - 07/30	\$638.86
San Dieguito Water District	S. Coast Highway 101 - 05/26 - 07/27	\$46.27
San Dieguito Water District	2710 Manchester - 05/26 - 07/26	\$164.43
San Elijo Payroll Account	Payroll - 07/17/09	\$67,181.90
San Elijo Payroll Account	Payroll - 07/31/09	\$68,806.92
San Elijo Payroll Account	Payroll - 08/14/09	\$67,098.33
Santa Fe Irrigation District	Water service - Valley - 05/28 - 06/30	\$33.59
Santa Fe Irrigation District	Water service - Valley - 06/30 - 07/31	\$33.59
Santa Fe Irrigation District	Water service - Highland Dr. - 04/15 - 06/16	\$129.58
Santa Fe Irrigation District	Water service - Seabright Ln - 05/09 - 07/09	\$60.21
Santa Fe Irrigation District	Water service - Lomas Santa Fe Dr - 05/18 - 07/15	\$4,966.85
Siemens Water Technologies Corp.	Repair parts - hoses and occlusion ring - water reclamation	\$318.59
Siemens Water Technologies Corp.	Hydrogen peroxide - Olivenhain, Cardiff P. S. and plant	\$7,658.39
Simplex Grinnell	Annual service for fire extinguishers	\$1,155.36
Simplex Grinnell	The proper handling of fire extinguisher training	\$400.00
Smart & Final	Kitchen supplies	\$199.59
Southern California Fleet Service	Vehicle maintenance	\$676.44
Sprint	Cellular phone service	\$656.76
Specialty Seals & Accessories	Refurbish seal - pump #3 - Lomas Santa Fe P. S.	\$244.36
Terminix	Pest control - July	\$81.00
Test America	Lab testing - June	\$100.00
Test America	Lab testing - July	\$1,371.00
Thatcher	Aluminum sulfate - water reclamation	\$3,112.37
Thornton, Michael	Expense report - meeting	\$94.11
Tony Lipka	Electrical safety training and consulting	\$1,500.00
Trussell Technologies, Inc	Treatment process analysis - June	\$8,967.00

PAYMENT OF WARRANTS

10-09

2-Sep-09

VENDOR	DESCRIPTION OF EXPENSE	AMOUNT
UPS	Shipping - lab samples	\$20.36
UPS	Shipping - parts	\$22.64
USA Bluebook	Dwyer submersible level - Coast Blvd. P. S.	\$598.07
Underground Service Alert	Dig alert - June	\$49.50
Underground Service Alert	Dig alert - July	\$55.50
Unifirst Corporation	Uniform service - June	\$223.50
Unifirst Corporation	Uniform service - July	\$149.00
Unifirst Corporation	Uniform service - August	\$74.50
VWR International, Inc	Lab supplies - tubes, green bile, membrane kit, and filters	\$1,006.78
VWR International, Inc	Lab supplies - potass iodide, broth, and wtr reagent	\$654.86
VWR International, Inc	Lab supplies - flask screw cap and latex gloves	\$312.94
VWR International, Inc	Lab supplies - tubes and filter glass	\$570.45
Valley Chain & Gear, Inc.	Parts for pulley - ocean outfall	\$40.37
Weseloh Chevrolet	Vehicle maintenance - brushings and oil change	\$395.65
Western Hose & Gasket	Repair parts - flexwing tank truck hose	\$166.28
Winzler & Kelly	Financial assessment - June	\$1,268.00
Winzler & Kelly	Financial assessment - July	\$3,982.00
	Total 10-08 Warrants:	<u>\$1,482,816.29</u>

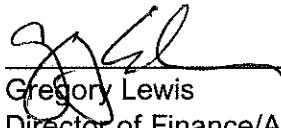
SAN ELIJO JOINT POWERS AUTHORITY

PAYMENT OF WARRANTS SUMMARY

2-Sep-09

PAYMENT OF WARRANTS		\$1,482,816.29
Reference Number	10-09	

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

2-Sep-09

<u>FUNDS ON DEPOSIT WITH</u>	<u>AMOUNT</u>
LOCAL AGENCY INVESTMENT FUND <i>(JUNE 2009 YIELD 1.51%)</i>	
SELF INSURANCE RESERVE	\$ 300,000.00
RESTRICTED SRF RESERVE	\$ 630,000.00
UNRESTRICTED DEPOSITS	\$ 4,851,039.61
 CALIFORNIA BANK AND TRUST <i>(JUNE 2009 YIELD 0.10%)</i>	
REGULAR CHECKING	\$ 70,125.72
PAYROLL CHECKING	\$ 5,000.00
 TOTAL RESOURCES	 \$ 5,856,165.33

SAN ELIJO JOINT POWERS AUTHORITY
MEMORANDUM

September 14, 2009

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 effluent limitation requirements for the months of June and July 2009. The primary indicators of treatment performance include the removal of Carbonaceous Biochemical Oxygen Demand (CBOD) and Total Suspended Solids (TSS). Treatment levels for CBOD and TSS exceeded monthly percent removal requirements (as shown in Figure 1 and Figure 2).

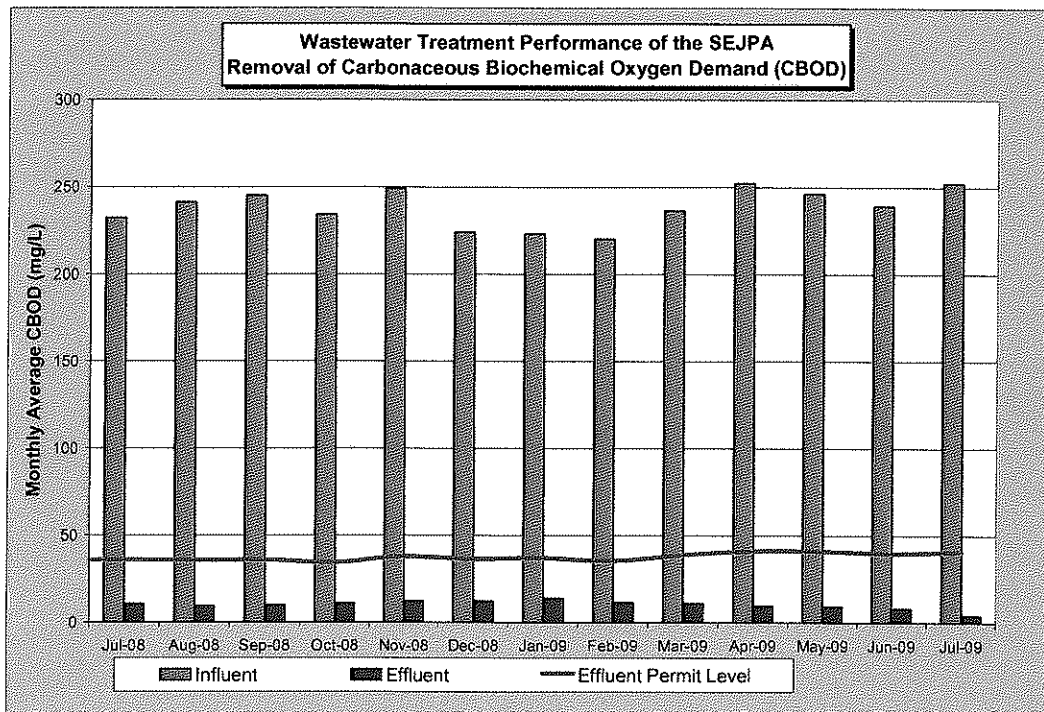


FIGURE 1

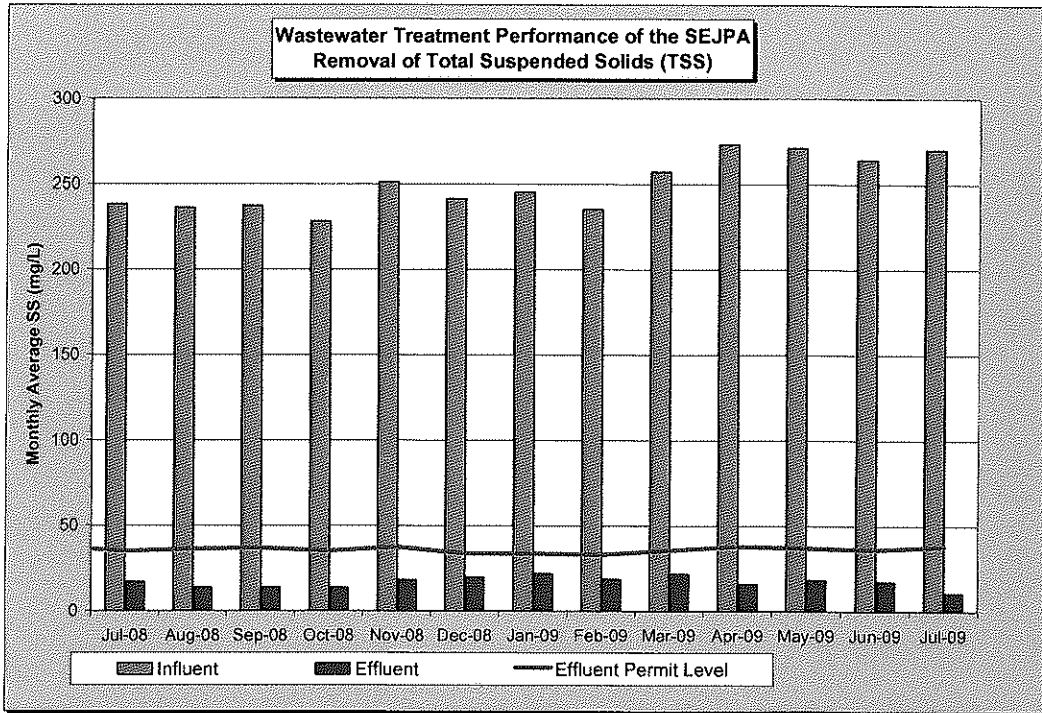


FIGURE 2

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	
	<u>Influent (mgd)</u>	<u>Effluent (mgd)*</u>	<u>Influent (mgd)</u>	<u>Effluent (mgd)*</u>
Cardiff Sanitary Division	1.479	0.712	1.437	0.599
City of Solana Beach	1.319	0.635	1.376	0.573
Rancho Santa Fe SID	<u>0.115</u>	<u>0.056</u>	<u>0.109</u>	<u>0.045</u>
Total San Elijo WRF Flow	2.913	1.403	2.922	1.217

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.

The attached table presents the historical average, maximum, and unit influent and effluent flow rates per month for each of the Member Agencies. It also presents the number of connected Equivalent Dwelling Units (EDUs) for each of the Member Agencies during this same time period.

The attached figure 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 on the figure, 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.

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 flows are reported by the City of Escondido for the months of June and July:

	June (mgd)	July (mgd)
Escondido (Average flow rate)	10.2	9.5
Escondido (Peak flow rate)	18.3	19.8

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	8,185	8,186
Rancho Santa Fe SID	465	467
City of Solana Beach	7,428	7,428
San Diego (to Solana Beach)	300	300
Total EDUs to System	16,378	16,381

Respectfully submitted,



Michael T. Thornton, P.E.
General Manager

Attachments: Table: SEWRF Monthly Report – Flows and EDUs
 Figure: Average Daily Flow

SAN ELIJO WATER RECLAMATION FACILITY MONTHLY REPORT - FLOWS AND EDUS

MONTH	AVERAGE DAILY INFLUENT FLOW RATE (MGD)			AVERAGE DAILY EFFLUENT FLOW RATE (MGD)			TOTAL PLANT			CONNECTED EDUS			AVERAGE UNIT INFLUENT FLOW RATE (GAL/EDU/DAY)			TOTAL PLANT	
	CSD	RSF	SB	CSD	RSF	SB	CSD	RSF	SB	CSD	RSF	SB	CSD	RSF	SB		CSD
Jan-06	1.515	0.139	1.310	1.410	0.129	1.219	2.758	8,044	423	7,659	16,126	188	329	171	184		
Feb-06	1.499	0.139	1.313	1.268	0.118	1.111	2.497	8,044	423	7,659	16,126	186	329	171	183		
Mar-06	1.542	0.144	1.309	1.475	0.137	1.252	2.864	8,044	424	7,659	16,127	192	340	171	186		
Apr-06	1.523	0.139	1.288	1.400	0.128	1.184	2.712	8,044	424	7,728	16,196	189	328	167	182		
May-06	1.480	0.134	1.299	0.979	0.089	0.859	1.927	8,066	429	7,728	16,223	183	312	168	180		
Jun-06	1.471	0.130	1.350	0.762	0.068	0.699	1.529	8,080	430	7,728	16,238	182	302	175	182		
Jul-06	1.490	0.135	1.436	0.719	0.065	0.693	1.477	8,087	431	7,728	16,246	184	313	186	188		
Aug-06	1.456	0.144	1.392	0.748	0.074	0.715	1.537	8,088	432	7,728	16,248	180	333	180	184		
Sep-06	1.403	0.138	1.327	0.744	0.072	0.704	1.520	8,092	432	7,728	16,252	173	319	172	176		
Oct-06	1.414	0.132	1.286	0.943	0.088	0.857	1.888	8,092	432	7,728	16,252	175	306	166	174		
Nov-06	1.408	0.135	1.284	1.100	0.105	1.003	2.208	8,094	434	7,728	16,256	174	311	166	174		
Dec-06	1.429	0.138	1.275	1.296	0.126	1.156	2.578	8,099	436	7,728	16,263	176	317	165	175		
Jan-07	1.419	0.128	1.282	1.205	0.109	1.089	2.403	8,100	441	7,728	16,269	175	290	166	174		
Feb-07	1.425	0.129	1.277	1.284	0.116	1.150	2.550	8,106	443	7,728	16,277	176	291	165	174		
Mar-07	1.421	0.118	1.285	1.014	0.085	0.917	2.016	8,112	444	7,728	16,284	175	266	166	173		
Apr-07	1.386	0.122	1.267	0.868	0.076	0.794	1.738	8,115	447	7,728	16,290	171	273	164	170		
May-07	1.411	0.106	1.281	0.763	0.058	0.693	1.514	8,116	448	7,728	16,292	174	237	166	172		
Jun-07	1.438	0.104	1.304	0.697	0.051	0.632	1.380	8,117	449	7,728	16,294	177	232	169	175		
Jul-07	1.461	0.109	1.364	0.657	0.049	0.613	1.319	8,119	450	7,728	16,297	180	242	177	180		
Aug-07	1.442	0.110	1.365	0.571	0.044	0.541	1.156	8,120	450	7,728	16,298	178	244	177	179		
Sep-07	1.410	0.107	1.270	0.596	0.046	0.537	1.179	8,124	452	7,728	16,303	174	237	164	171		
Oct-07	1.335	0.096	1.222	0.777	0.056	0.712	1.545	8,124	452	7,728	16,303	164	213	158	163		
Nov-07	1.430	0.113	1.235	1.122	0.088	0.969	2.179	8,138	453	7,728	16,318	176	250	160	170		
Dec-07	1.443	0.143	1.225	1.380	0.137	1.171	2.688	8,144	453	7,728	16,324	177	316	159	172		
Jan-08	1.491	0.144	1.268	1.488	0.144	1.266	2.898	8,146	454	7,728	16,327	183	318	164	178		
Feb-08	1.620	0.162	1.355	1.499	0.150	1.254	2.903	8,150	456	7,728	16,334	199	356	175	192		
Mar-08	1.569	0.149	1.365	1.261	0.119	1.097	2.477	8,151	456	7,728	16,335	192	326	177	189		
Apr-08	1.493	0.125	1.318	1.154	0.097	1.019	2.270	8,151	456	7,728	16,335	183	274	171	180		
May-08	1.487	0.136	1.339	0.755	0.069	0.680	1.504	8,153	456	7,728	16,337	182	289	173	181		
Jun-08	1.649	0.131	1.270	0.647	0.052	0.498	1.197	8,161	456	7,728	16,345	202	288	164	187		
Jul-08	1.713	0.131	1.324	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	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	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	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	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	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	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	1.408	0.128	1.171	2.707	8,179	462	7,728	16,369	196	314	172	198		
Mar-09	1.510	0.124	1.307	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	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	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	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	0.599	0.045	0.573	1.217	8,186	467	7,728	16,381	176	234	178	178		

CSD: Cardiff Sanitary Division

RSF CSD: Ranch Santa Fe Community Service District

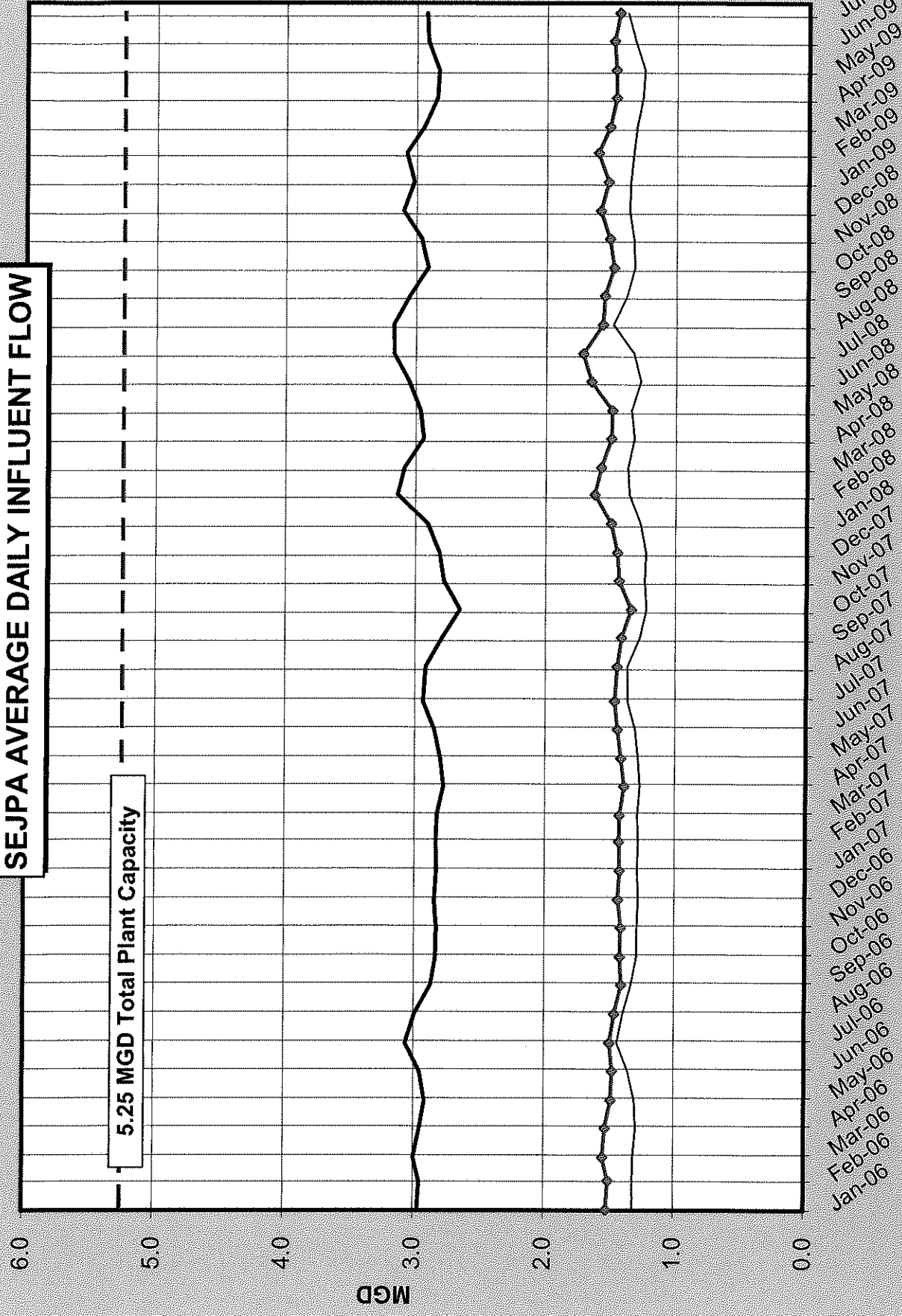
SB: Solana Beach

EDU: Equivalent Dwelling Unit

ASSUMPTIONS: SB average flow includes San Elijo Hills flow of .131 mgd
SB Connected EDUs includes 300 EDUs for the City of San Diego

SEJPA AVERAGE DAILY INFLUENT FLOW

5.25 MGD Total Plant Capacity



TOTAL PLANT
 PLANT DESIGN CAPACITY

◆ SB

*

AGENDA ITEM NO. 10

SAN ELIJO JOINT POWERS AUTHORITY
MEMORANDUM

September 14, 2009

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 2009, recycled water demand was 142.35 acre-feet (AF), which was met using 140.41 AF of recycled water and 1.94 AF of supplementation with potable water. This equates to a blend mix for June of 98.6 percent recycled water and 1.4 percent potable water supplementation.

For the month of July 2009, recycled water demand was 159.43 acre-feet (AF), which was met using 157.16 AF of recycled water and 2.27 AF of supplementation with potable water. This equates to a blend mix for July of 98.6 percent recycled water and 1.4 percent potable water supplementation.

The attached Figure 1 provides monthly supply demands for recycled water since the inception of the program. The program has experienced a steady growth in the customer base that, in general, has translated into steady growth in recycled water demand from year to year. The attached Figure 2 provides a graphical view of annual recycled water demand spanning the last seven 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.

For FY 2008-09, recycled water demand totaled 1321 AF, which the second-highest annual demand for recycled water in the program's history.

Respectfully submitted,



Michael T. Thornton, P.E.
General Manager

MONTHLY RECYCLED WATER DEMAND

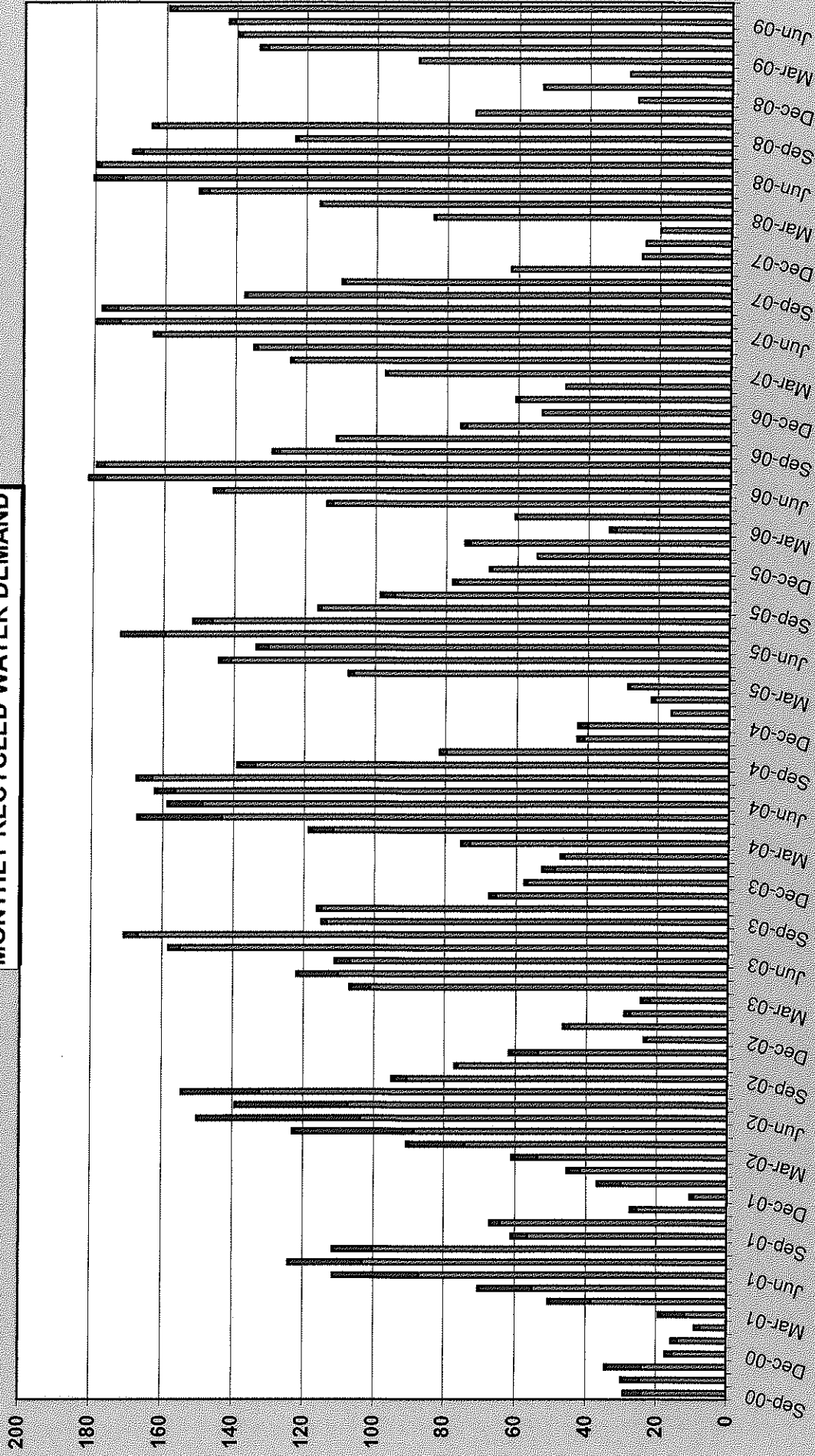


Figure 1

ANNUAL RECYCLED WATER DEMAND

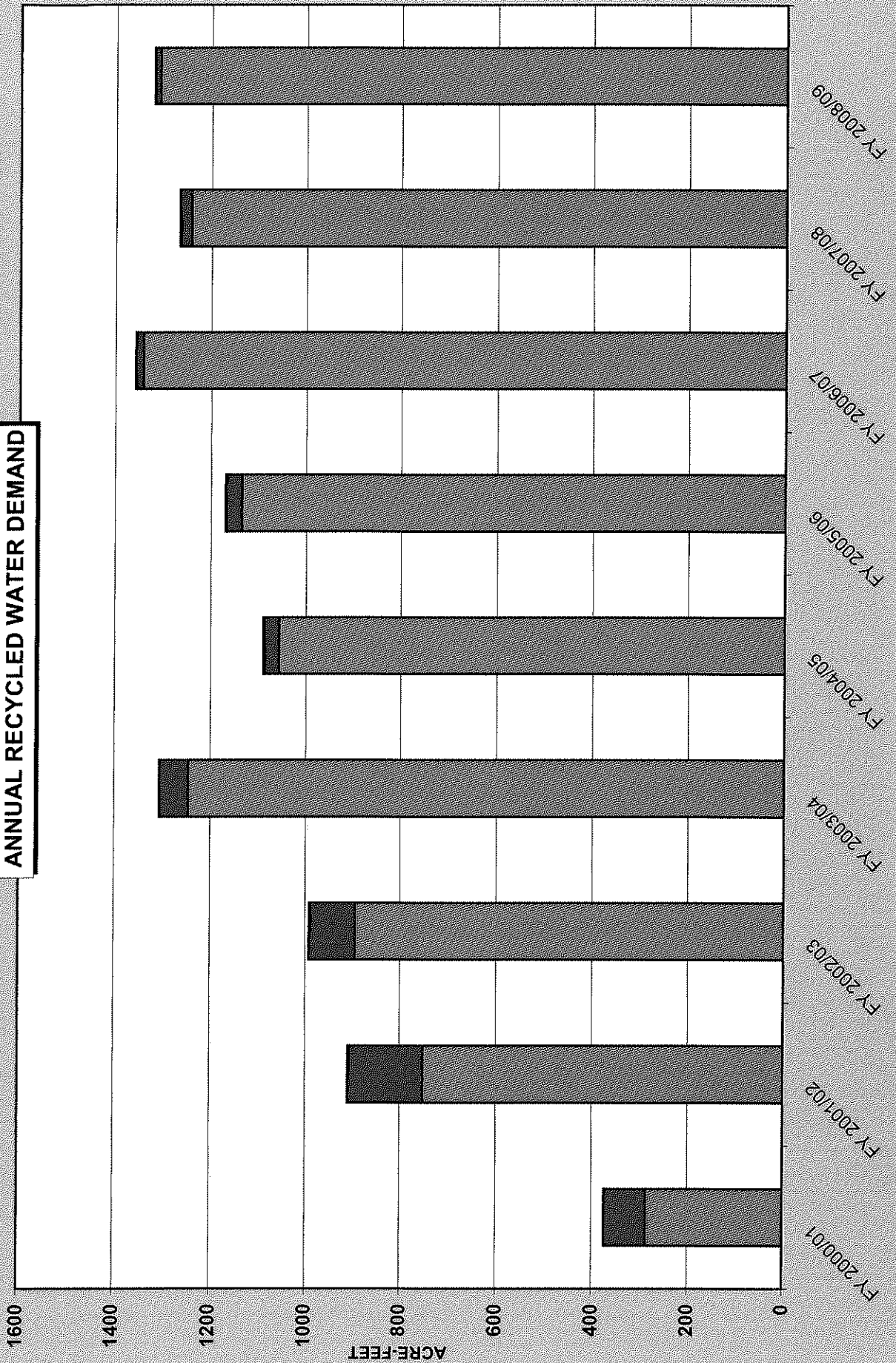


Figure 2

SAN ELIJO JOINT POWERS AUTHORITY
MEMORANDUM

September 14, 2009

TO: Board of Directors
San Elijo Joint Powers Authority

FROM: General Manager

SUBJECT: SAN ELIJO OCEAN OUTFALL 2008-09 ANNUAL INSPECTION REPORT

RECOMMENDATION

It is recommended that the Board of Directors:

1. Accept and File the San Elijo Ocean Outfall Year 2008-09 Annual Inspection Report prepared by Merkel & Associates, Inc.; and
2. Discuss and take action as appropriate.

BACKGROUND

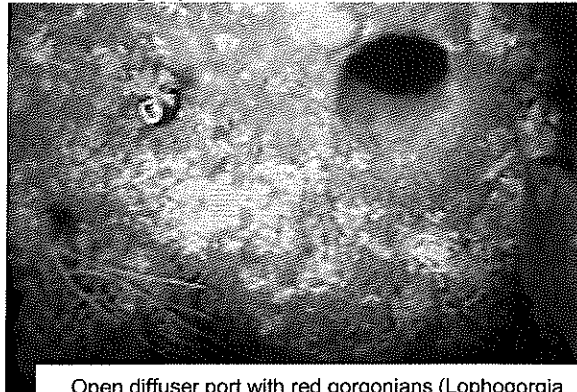
The San Elijo Ocean Outfall was commissioned in 1965 to discharge treated effluent from the San Elijo Water Pollution Control Facility (now named the San Elijo Water Reclamation Facility). The outfall was upgraded and expanded in 1974 to include discharge capacity for the Hale Avenue Resource Recovery Facility. The current length of the outfall is 8,000 feet and the average depth of discharge is 150 feet below mean sea level. 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) has the outfall inspected annually.

DISCUSSION

The SEJPA contracted with Merkel & Associates to complete the 2008-09 annual inspection. Dive operations were conducted between April 16 and June 26, 2009. Diving staff conducted a general overview inspection of the outfall corridor from the 100-foot isobath to burial inshore 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;
- Potential hazards;
- Attrition or the loss of the ballast materials as a result of physical, biological, or geologic processes;

- Scour of the nearby marine sediments;
- Man-made debris;
- Inspection of exposed portholes;
- Evaluation of cathodic protection at exposed anodes;
- Clearing kelp hindering inspection activities or threatening ballast material; and
- Photographic and video documentation.



Open diffuser port with red gorgonians (*Lophogorgia chilensis*) at the edge of port region

Merkel reports that the San Elijo Ocean Outfall was found to be in excellent overall condition. Offshore areas were stable and showed no signs of movement; inshore ballast rock showed no significant signs of movement since the last reballasting project. The outfall showed no signs of spalling (chipping or flaking), rust staining, cracking, and there was no leakage from pipe joints or other locations on the outfall.

The 200 outfall diffusers were inspected and one blocked diffuser was cleared. The outfall has 5 access portholes that have metal covers. These covers use sacrificial zinc anodes for corrosion protection. Only Portholes 1 and 3 were accessible for inspection, as the others were covered by ballast rock. The anodes on Portholes 1 and 3 appear to have 70% remaining life.

SUMMARY AND RECOMMENDATIONS

The following points summarize the major findings of the inspection:

- In general, the San Elijo Ocean Outfall was found to be in excellent overall condition. All areas offshore of Porthole 1 were stable and showed no signs of movement.
- Ballast rock inshore of Porthole 1 showed no significant signs 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 70% remaining life expectancy where these were visible and could be inspected.

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

- Remove misplaced ballast rock covering three of the access portholes on the outfall pipe. This could be completed with experienced divers and a topside crew during the next annual inspection.
- Once exposed, replace zinc anodes on the three portholes that are presently buried in ballast rock. This could be performed during the next annual inspection.
- Complete an ROV survey of the diffuser section of the outfall pipe at least every four years to inspect this deep segment of the pipeline and identify and to the extent possible, clear diffuser port obstructions.
- Monitor for reemergence of support pile cradles and complete structural inspection once these reemerge from the littoral sands.

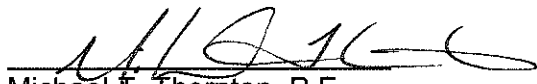
These recommendations are not urgent and can be performed during the 2009-10 annual inspection.

An executive summary of the detailed findings and associated recommendations is attached.

It is therefore recommended that the Board of Directors:

1. Accept the San Elijo Ocean Outfall Year 2008-09 Annual Inspection Report prepared by Merkel & Associates, Inc.; and
2. Discuss and take action as appropriate.

Respectfully submitted,



Michael T. Thornton, P.E.
General Manager

Attachment: San Elijo Ocean Outfall Year 2008-09 Annual Inspection Executive Summary,
Merkel & Associates, Inc., June 2009

ATTACHMENT

SAN ELIJO OCEAN OUTFALL YEAR 2008-09 ANNUAL INSPECTION

*Merkel & Associates, Inc.
June 2009*

EXECUTIVE SUMMARY

Merkel & Associates, Inc. (M&A) performed the Year 2008-09 San Elijo Ocean Outfall annual inspection at the request of the San Elijo Joint Powers Authority (SEJPA) between April 16 and June 26, 2009. 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, including 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. The inspection involved diver examination of the outfall inshore of the 100-ft isobath; ROV examination of the outfall beyond the 100-ft isobath; evaluation of exposed portholes; evaluation of cathodic protection at exposed anodes; cross-section surveys and depth profiling inshore of Station 32+00; and clearing of kelp and debris, including the removal of a railroad-car wheel that had been leaning against the pipeline. In addition, a pile support survey of pile supports 34 and 35 was planned. As in previous years, this survey could not be accomplished due to sand burial of these supports. Photo and video documentation were collected along the entire outfall.

In general, the San Elijo Ocean Outfall was found to be in excellent overall condition. All areas offshore of Porthole 1 were stable and showed no signs of movement. Ballast rock inshore of Porthole 1 showed no significant signs of movement since the last reballasting 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 Portholes 1 and 3 were in good condition and have greater than 70% remaining life expectancy. Anodes on Portholes 2, 4, and 5 could not be inspected due to ballast burial.

To ensure continued structural integrity and environmentally safe operation of the San Elijo Ocean Outfall, the following recommendations should be considered:

1. Portholes 2, 4 and 5 are covered by ballast rock and could not be inspected during this survey. Zinc anodes protecting other portholes were replaced in 2005 as the earlier zinc anodes had been principally consumed. The zinc anodes on the three portholes that are buried were not replaced as a part of this work. For this reason, it is anticipated that these remaining porthole covers are likely unprotected at the present time. It is therefore recommended that these portholes be unburied and that zinc anodes be examined and likely replaced. This action would also assist in providing inspection or emergency access in the future without the significant delays associated with ballast removal at that time.
2. It is recommended that during future inspections, anodes be replaced when they become ineffective against preventing corrosion to pipe and pile structures. SEJPA should continue to perform "rapid-response" overview inspections after periods of extremely high surf or significant seismic events to identify damage and potential for failure due to scour, high-velocity currents, or major seafloor movements. SEJPA should also continue preventive maintenance and detailed annual inspections of the entire pipeline using diver and ROV surveys.

*

AGENDA ITEM NO. 12

SAN ELIJO JOINT POWERS AUTHORITY
MEMORANDUM

September 14, 2009

TO: Board of Directors
San Elijo Joint Powers Authority

FROM: General Manager

SUBJECT: SAN ELIJO JOINT POWERS AUTHORITY (SEJPA) VISION & MISSION
STATEMENTS

RECOMMENDATION

It is recommended that the Board of Directors:

1. Adopt the SEJPA's vision and mission statements; and
2. Discuss and take action as appropriate.

BACKGROUND

In January 2009, Jeff Freedman of Goates Consulting Group led the San Elijo Joint Powers Authority Board of Directors and management team through a strategic planning workshop. The goal of the workshop was to discuss strategic planning, draft a SEJPA vision statement, and create a foundation for future strategic planning efforts. From the workshop, the following draft vision statement as prepared:

“We pursue innovative practices to produce clean water in an environmentally, socially, and fiscally responsible manner.”

The Board of Directors requested management to work with staff to draft a mission statement for consideration by SEJPA Board of Directors at a future regularly scheduled board meeting.

DISCUSSION

With direction from the Board of Directors, staff has developed a draft mission statement to reflect the mission and purpose of the organization. In developing the mission statement, staff reflected on the key outcomes accomplished by the SEJPA's programs. The SEJPA operates seven distinct programs which includes wastewater treatment, laboratory services, ocean outfall operations, pump station operations, recycled water treatment and distribution, stormwater services, and capital programs. The programs are operated to provide safe and reliable public

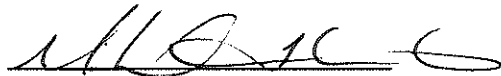
services in a fiscally responsible manner. The outcomes of the programs also have a common theme of protecting the environment and public health. To capture these points, staff suggests the following mission statement for the SEJPA:

"To serve our communities by providing safe and reliable recycled water and wastewater services in order to protect the environment and public health."

It is therefore recommended that the Board of Directors:

1. Adopt the SEJPA's vision and mission statements; and
2. Discuss and take action as appropriate.

Respectfully submitted,



Michael T. Thornton, P.E.
General Manager

SAN ELIJO JOINT POWERS AUTHORITY
MEMORANDUM

September 14, 2009

TO: Board of Directors
San Elijo Joint Powers Authority

FROM: General Manager

SUBJECT: MEMORANDUMS OF UNDERSTANDING (MOU's) BETWEEN THE SAN ELIJO JOINT POWERS AUTHORITY AND THE CITY OF ENCINITAS AND THE CITY OF SOLANA BEACH FOR PUMP STATION OPERATION AND MAINTENANCE SERVICES

RECOMMENDATION

It is recommended that the Board of Directors:

1. Authorize the General Manager to execute the Memorandum of Understanding between the SEJPA and the City of Encinitas for Pump Station Operation and Maintenance Services;
2. Authorize the General Manager to execute the Memorandum of Understanding between the SEJPA and the City of Solana Beach for Pump Station Operation and Maintenance Services;
3. Discuss and take action as appropriate.

BACKGROUND

The Cities of Encinitas and Solana Beach own municipal storm water and wastewater utility infrastructure. Some of this infrastructure is operated and maintained through agreement with the San Elijo Joint Powers Authority (SEJPA). For the cities, the SEJPA operates and maintains the following facilities:

ENCINITAS PUMP STATIONS:	SOLANA BEACH PUMP STATIONS:
Cardiff Wastewater 2690 Manchester Avenue	Eden Gardens Wastewater Corner of Valley Road & Highland Drive
Coast Wastewater 2470 South Hwy. 101	Fletcher Cove Wastewater Corner of Plaza & Highland Drive
Moonlight Beach Wastewater 150 B Street	San Elijo Hills Wastewater 751 Santa Helena Avenue
Moonlight Beach Storm Water UV Treatment 150 B Street	Solana Beach Wastewater 1000 North Rios Avenue
Olivenhain Wastewater 3101 Manchester Avenue	Solana Beach Wastewater Siphon Station 800 Santa Inez
Phoebe Storm Water 1226 North Hwy. 101	

Since its inception, the SEJPA has performed operation and maintenance services for wastewater and storm water infrastructure owned by the Cities of Encinitas and Solana Beach. During this period, the primary agreement between the parties to document and memorialize the operation and maintenance services was the annual SEJPA budget document. Whereas all parties are interested in continuing this operating agreement and would like to formally document the roles and responsibilities of each party, the staff of each agency has worked together to develop a memorandum of understanding (MOU).

DISCUSSION


At the July 2009 SEJPA Board meeting, staff presented the concept of developing a pump station MOU with each member agency. The SEJPA Board of Directors approved moving forward with the MOU, noting it as a good business practice. Since that meeting, the Encinitas City Council and the Solana Beach City Council have approved executing a MOU with the SEJPA.

RECOMMENDATION

It is recommended that the Board of Directors:

1. Authorize the General Manager to execute the Memorandum of Understanding between the SEJPA and the City of Encinitas for Pump Station Operation and Maintenance Services;
2. Authorize the General Manager to execute the Memorandum of Understanding between the SEJPA and the City of Solana Beach for Pump Station Operation and Maintenance Services;
3. Discuss and take action as appropriate.

Respectfully submitted,



Michael T. Thornton, P.E.
General Manager

Attachment 1: Memorandum Of Understanding Between San Elijo Joint Powers Authority And City Of Encinitas For Pump Station Operation And Maintenance Services

Attachment 2: Memorandum Of Understanding Between San Elijo Joint Powers Authority And City Of Solana Beach For Pump Station Operation And Maintenance Services

ATTACHMENT 1

**MEMORANDUM OF UNDERSTANDING BETWEEN
SAN ELIJO JOINT POWERS AUTHORITY
AND CITY OF ENCINITAS FOR
PUMP STATION OPERATION AND MAINTENANCE SERVICES**

This Memorandum of Understanding is entered into as of _____, 2009 by and between the City of Encinitas, hereinafter referred to as CITY, and the San Elijo Joint Powers Authority, hereinafter referred to as SEJPA (collectively referred to as "Parties" and individually referred to as "Party"), with respect to the following facts:

RECITALS

WHEREAS, CITY owns the Olivenhain, Cardiff, Coast and Moonlight Beach Wastewater pump stations and the Moonlight Beach Storm Water UV Treatment Facility and Phoebe Storm Water pump station (collectively referred to as the "Pump Stations" and individually referred to as "Pump Station"), including the force mains associated with such stations, their valves and appurtenances, and certain gravity sewer lines; and

WHEREAS, for purposes of this Memorandum of Understanding, the Pump Stations and related facilities located inside the fencing surrounding Pump Stations, are identified in **Exhibit 1**, City Owned Facilities that are operated and maintained by SEJPA; and

WHEREAS, SEJPA is currently operating and maintaining the Pump Stations to the satisfaction of CITY; and

WHEREAS, CITY desires SEJPA to continue to operate and maintain the Pump Stations, and SEJPA is willing to provide such services, subject to written terms and conditions.

NOW, THEREFORE, in consideration of the mutual promises, obligations and covenants set forth herein, CITY and SEJPA set forth the following Memorandum of Understanding ("MOU").

ARTICLE I: SCOPE OF WORK

The SEJPA shall maintain in good operating condition the equipment at the Pump Stations. Specific services to be provided by SEJPA hereunder are detailed in **Exhibit 2**, Scope of Work for Annual Operation and Maintenance ("O&M") Services. In performing these services, SEJPA shall follow practices consistent with generally accepted technical standards and SEJPA represents that its staff are skilled in the expertise necessary to provide these services.

The SEJPA shall be responsible solely for the operation and maintenance of the Pump Stations as provided by the CITY. While the intent of the SEJPA is to maximize the performance of the existing facilities, SEJPA shall not be liable for any consequential damage or failure caused by the inability of the facilities to handle flows outside of their rated operating range.

ARTICLE II: BUDGETING

A. CITY shall compensate SEJPA for all expenses associated with the operation and maintenance of the Pump Stations, in accordance with annual budgets to be developed and recommended by SEJPA and adopted by CITY.

B. The Pump Stations' budgets shall be based on a fiscal year beginning July 1 and extending through June 30 of the following year, and shall be prepared in accordance with the Restatement of Agreement Between Cardiff Sanitation District and Solana Beach Sanitation District Establishing the San Elijo Joint Powers Authority.

1. The operating and maintenance budgets shall be separate for each Pump Station, and each budget shall include the estimated amount of money required for operation and maintenance including, but not limited to: salaries and benefits, building and equipment maintenance costs, utilities, chemicals, permits and permit amendment costs, accounting and auditing costs, administration costs, legal services, overhead costs, insurance and other costs as required for operation and maintenance in conformance with this MOU.

2. Concurrently with the preparation of the SEJPA Annual Budget, SEJPA shall also prepare a recommended capital budget as part of the annual budget process for the Pump Stations. The capital budget shall be for replacement and rehabilitation efforts which will not affect the designed capacity or operating characteristics of the station(s), to maintain the station(s) reliability, safety and compliance with regulatory requirements.

3. CITY shall be responsible for the planning, design, bidding, construction management and supervision of all capital improvements for the Pump Stations. Under no circumstances shall SEJPA be responsible for the planning, design, bidding, construction management or supervision of such work at either Pump Station. SEJPA shall, however, coordinate the continued operation and maintenance of the Pump Stations as necessary during the course of such construction. CITY shall, before letting any contract for such work, provide a reasonable opportunity to SEJPA to comment on plans for making the proposed improvements as respects operational and maintenance consequences. Any such contract shall require the contractor to name SEJPA as additional insured as to any insurance required of the contractor by the awarding agency and as to which the awarding agency will be insured, provided that SEJPA need not be an insured under any bid, performance or payment bonds required.

C. SEJPA shall forward estimated operating and capital budgets to CITY for review. Until such time as formal approval has been received from CITY, the estimated budgets shall constitute merely proposed budgets, subject to consideration or revision. In the event a recommended budget is not approved, SEJPA shall continue to operate and maintain the Pump Stations using the previous fiscal year budget figures, provided that if no budget is approved prior to the end of the current fiscal year, SEJPA shall have no obligation to continue to provide services hereunder after the close of the fiscal year.

ARTICLE III: COMPENSATION

SEJPA shall bill CITY on a quarterly basis, on July 1, October 1, January 1 and April 1. CITY shall promptly pay for one fourth of the annual cost of operation and maintenance services for the Pump Stations, as approved in the annual operating budget. In the event at the end of any fiscal year, the amount paid by CITY exceeds the amount which should have been charged based upon the actual expenses for the full fiscal year, the excess shall be credited to the CITY for the following fiscal year. In case of underpayment, the CITY shall be billed by the SEJPA for the deficiency.

ARTICLE IV: PERMITTING

Except as otherwise agreed upon by all Parties in writing, CITY shall be responsible for all costs and activities related to the issuance, amendment or renewal authority of any regulatory permit required or which may become required by the State of California, including, but not limited to, the Regional Water Quality Control Board and/or by the government of the United States of America in the operation and/or maintenance of the Pump Stations or any other permits required for the Pump Stations. SEJPA is not responsible for obtaining, renewing, or amending any permit for the Pump Stations. SEJPA shall coordinate with CITY during the preparation of SEJPA's annual Operation & Maintenance Budget, which includes specific line item budget amounts for permits that may be required at the Pump Stations.

ARTICLE V: HOLD HARMLESS

SEJPA and CITY agree to indemnify and hold harmless each other, their officers, officials, contractors and employees from all claims arising out of the performance of services provided for herein except the intentional misconduct of the other party.

ARTICLE VI: DISCLAIMERS

A. SEJPA shall not be responsible for any defects, omissions or errors in the design or construction of the Pump Stations, but only for the exercise of ordinary care in the operation and maintenance of the Pump Stations.

B. In the event of an overflow inside the fence line of a Pump Station, SEJPA will assist the City in containing the spill and repairing the spill source. The City will be responsible for contacting any regulatory agency, per any applicable permitting requirements, within the required notification time specified in any applicable permit or permits, and shall prepare, or cause to be prepared, a written Sanitary Sewer Overflow Report in conformance with all applicable permit requirements.

C. In the event of a regulatory permit violation resulting from operation or maintenance of the Pump Stations, SEJPA shall immediately notify the City. SEJPA shall, within the required notification time, prepare or cause to be prepared, a written report on behalf of CITY. CITY shall review and comment on the content of the written report prior to submittal by SEJPA.

D. CITY shall be responsible for developing and maintaining the Pump Stations' spill response plans required by any regulatory agency, and making current copies of such plans available to SEJPA. SEJPA shall comply with such plans on behalf of CITY as to the Pump Stations; provided that SEJPA shall provide CITY draft spill response plans for such Pump Stations. Except as set forth in this paragraph, however, SEJPA shall have no responsibility for maintaining or carrying out the spill response plans of CITY.

E. SEJPA shall make good faith efforts to comply with all regulatory requirements imposed on the owner which are applicable to the Pump Stations. CITY shall promptly advise SEJPA if or when there are other applicable requirements. CITY shall promptly advise the SEJPA if or when applicable requirements change.

ARTICLE VII: TERMINATION

This MOU shall remain in effect until amended in writing. This MOU may be cancelled by either party upon one hundred eighty (180) days prior written notice.

ARTICLE VIII: NOTICES

A. CITY's point of contact for issues related to the implementation of this MOU is the Public Works Director. SEJPA's point of contact for issues related to the implementation of this MOU is the SEJPA General Manager.

B. All notices, statements, demands, requests, consents, approvals, authorizations, agreements, appointments or designations hereunder shall be given in writing and addressed to:

To CITY: City of Encinitas
Public Works Director
505 South Vulcan Avenue
Encinitas, CA 92024

To SEJPA: San Elijo Joint Powers Authority
General Manager
2695 Manchester Avenue, PO Box 1077
Cardiff by the Sea, CA 92007-7077

ARTICLE IX: MODIFICATIONS

This MOU contains all of the terms and conditions made between the Parties hereto and shall not be altered except by an amendment in writing.

ARTICLE X: GOVERNING LAW

This Memorandum is to be governed by and construed in accordance with the laws of the State of California.

IN WITNESS WHEREOF, the Parties hereto have caused this MOU to be executed as of the day and year first above written.

CITY OF ENCINITAS

By: _____
City Manager

Approved as to form

By: _____
CITY Counsel

SAN ELIJO JOINT POWERS AUTHORITY

By: _____
General Manager

Approved as to form

By: _____
SEJPA Counsel

**EXHIBIT 1
CITY-OWNED FACILITIES
OPERATED AND MAINTAINED BY SAN ELIJO JOINT POWERS AUTHORITY**

- 1) Moonlight Beach Wastewater Pump Station
150 B Street
Encinitas, CA. 92024
- 2) Moonlight Beach Storm Water UV Treatment Facility
150 B Street
Encinitas, CA. 92024
- 3) Phoebe Storm Water Pump Station
1226 North Hwy. 101
Encinitas, CA. 92024
- 4) Coast Wastewater Pump Station
2470 South Hwy. 101
Cardiff, CA. 92007
- 5) Cardiff Wastewater Pump Station
2690 Manchester Avenue
Cardiff, CA. 92007
- 6) Olivenhain Wastewater Pump Station
3101 Manchester Avenue
Cardiff, CA. 92007

EXHIBIT 2
SCOPE OF WORK FOR ANNUAL OPERATION AND MAINTENANCE (“O&M”)
SERVICES

SEJPA Pump Station Responsibilities

- SEJPA operates and maintains pump stations to be in compliance with regulatory permits.
- SEJPA inspects each sanitary sewer pump station daily (including weekends and holidays) to ensure proper pump station operations and site security.
- SEJPA monitors and responds to pump station alarms 24-hours a day (including weekends and holidays) for critical events, such as power failures, high wet wells, losses of flow, and flooded dry wells.
- SEJPA provides visual monitoring of the flow from Cardiff, Olivenhain, and the Cardiff gravity line as it enters the San Elijo Water Reclamation Facility 7 days per week during normal business hours (7am - 4pm).
- SEJPA maintains permits, hazardous material business plans, and Air Pollution Control District (APCD) permits for air treatment systems and emergency power generators.
- Provide technical assistance for design and construction efforts to improve, upgrade, or replace the pump stations.
- Assist the City of Encinitas with collection system interface and operation.
- SEJPA provides, prepares and submits a recommended O&M and Capital Budget annually for each pump station.
- Manage planning, design, bidding, and construction of small-scale CIP projects.
- Provides supervision for consultant, contractor, and vendor access to pump stations.
- Explore asset enhancement/upgrade opportunities for optimizing pump station operation.
- Coordinate with SDG&E on SDG&E projects and planned power outages.

Typical SEJPA Pump Station O&M Procedures

Daily

1. Record hour meter readings of pumps and motors
2. Inspect pumps and electric motors
 - Alternate lead pumps
 - Check operation of motors
 - Flush jacket
 - Check operation of controls as they apply to the station
 - Check mechanical seals
 - Check mechanical and electrical systems for unusual noises, temperatures, and operational readings
 - Inspect pumping system for proper operation (remove blockages from pumps as needed)
 - Inspect dry well sump pump for proper operation (clean debris in sump as needed)
 - Check the ventilation system
 - Check for proper lighting
3. Inspect wet well
4. Inspect engine generator set as per directions on generator clipboard

5. Inspect outside station for security integrity including graffiti, vandalism, and fence tampering
6. Record odor scrubber readings for APCD compliance

Weekly

1. Wash and clean drywell
2. Flush out sump pump
3. Perform yard maintenance and housekeeping as needed
4. Pump down and clean wet well. Hose down walls and scum accumulations

Biweekly

1. Test run emergency power generator for approximately ½ hour

Monthly

1. Test alarms
 - Power failure
 - High dry well
 - High wet well
 - Generator engine online where applied
2. Inspect fire extinguishers
3. Exercise suction and discharge valves
4. Replace all log sheets with new and take utility readings
5. If Diesel day tank is low call for refill

Annually

1. Facilitate APCD Inspection (Facility inspection and review of files and records)
2. Prepare recommendations for repairs and capital improvements to be included in annual budget

ATTACHMENT 2

**MEMORANDUM OF UNDERSTANDING BETWEEN
SAN ELIJO JOINT POWERS AUTHORITY
AND CITY OF SOLANA BEACH FOR
PUMP STATION OPERATION AND MAINTENANCE SERVICES**

This Memorandum of Understanding is entered into as of _____, 2009 by and between the City of Solana Beach, hereinafter referred to as CITY, and the San Elijo Joint Powers Authority, hereinafter referred to as SEJPA (collectively referred to as "Parties" and individually referred to as "Party"), with respect to the following facts:

RECITALS

WHEREAS, CITY owns the Eden Gardens, Fletcher Cove, San Elijo Hills and Solana Beach sewer pump stations and the Inverted Siphon Station (collectively referred to as the "Pump Stations" and individually referred to as "Pump Station"), including the force mains associated with such stations, their valves and appurtenances, and certain gravity sewer lines; and

WHEREAS, for purposes of this Memorandum of Understanding, the Pump Stations and related facilities located inside the fencing surrounding Pump Stations, are identified in **Exhibit 1**, City Owned Facilities that are operated and maintained by SEJPA; and

WHEREAS, SEJPA is currently operating and maintaining the Pump Stations to the satisfaction of CITY; and

WHEREAS, CITY desires SEJPA to continue to operate and maintain the Pump Stations and Siphon Station, and SEJPA is willing to provide such services, subject to written terms and conditions.

NOW, THEREFORE, in consideration of the mutual promises, obligations and covenants set forth herein, CITY and SEJPA set forth the following Memorandum of Understanding ("MOU").

ARTICLE I: SCOPE OF WORK

The SEJPA shall maintain in good operating condition the equipment at the Pump Stations. Specific services to be provided by SEJPA hereunder are detailed in **Exhibit 2**, Scope of Work for Annual Operation and Maintenance ("O&M") Services. In performing these services, SEJPA shall follow practices consistent with generally accepted technical standards and SEJPA represents that its staff are skilled in the expertise necessary to provide these services.

The SEJPA shall be responsible solely for the operation and maintenance of the Pump Stations as provided by the CITY. While the intent of the SEJPA is to maximize the performance of the existing facilities, SEJPA shall not be liable for any consequential damage or failure caused by the inability of the facilities to handle flows outside of their rated operating range.

ARTICLE II: BUDGETING

A. CITY shall compensate SEJPA for all expenses associated with the operation and maintenance of the Pump Stations, in accordance with annual budgets to be developed and recommended by SEJPA and adopted by CITY.

B. The Pump Stations' budgets shall be based on a fiscal year beginning July 1 and extending through June 30 of the following year, and shall be prepared in accordance with the Restatement of Agreement Between Cardiff Sanitation District and Solana Beach Sanitation District Establishing the San Elijo Joint Powers Authority.

1. The operating and maintenance budgets shall be separate for each Pump Station, and each budget shall include the estimated amount of money required for operation and maintenance including, but not limited to: salaries and benefits, building and equipment maintenance costs, utilities, chemicals, permits and permit amendment costs, accounting and auditing costs, administration costs, legal services, overhead costs, insurance and other costs as required for operation and maintenance in conformance with this MOU.

2. Concurrently with the preparation of the SEJPA Annual Budget, SEJPA shall also prepare a recommended capital budget as part of the annual budget process for the Pump Stations. The capital budget shall be for replacement and rehabilitation efforts which will not affect the designed capacity or operating characteristics of the station(s), to maintain the station(s) reliability, safety and compliance with regulatory requirements.

3. CITY shall be responsible for the planning, design, bidding, construction management and supervision of all capital improvements for the Pump Stations. Under no circumstances shall SEJPA be responsible for the planning, design, bidding, construction management or supervision of such work at either Pump Station. SEJPA shall, however, coordinate the continued operation and maintenance of the Pump Stations as necessary during the course of such construction. CITY shall, before letting any contract for such work, provide a reasonable opportunity to SEJPA to comment on plans for making the proposed improvements as respects operational and maintenance consequences. Any such contract shall require the contractor to name SEJPA as additional insured as to any insurance required of the contractor by the awarding agency and as to which the awarding agency will be insured, provided that SEJPA need not be an insured under any bid, performance or payment bonds required.

C. SEJPA shall forward estimated operating and capital budgets to CITY for review. Until such time as formal approval has been received from CITY, the estimated budgets shall constitute merely proposed budgets, subject to consideration or revision. In the event a recommended budget is not approved, SEJPA shall continue to operate and maintain the Pump Stations using the previous fiscal year budget figures, provided that if no budget is approved prior to the end of the current fiscal year, SEJPA shall have no obligation to continue to provide services hereunder after the close of the fiscal year.

ARTICLE III: COMPENSATION

SEJPA shall bill CITY on a quarterly basis, on July 1, October 1, January 1 and April 1. CITY shall promptly pay for one fourth of the annual cost of operation and maintenance services

for the Pump Stations, as approved in the annual operating budget. In the event at the end of any fiscal year, the amount paid by CITY exceeds the amount which should have been charged based upon the actual expenses for the full fiscal year, the excess shall be credited to the CITY for the following fiscal year. In case of underpayment, the CITY shall be billed by the SEJPA for the deficiency.

ARTICLE IV: PERMITTING

Except as otherwise agreed upon by all Parties in writing, CITY shall be responsible for all costs and activities related to the issuance, amendment or renewal authority of any regulatory permit required or which may become required by the State of California, including, but not limited to, the Regional Water Quality Control Board and/or by the government of the United States of America in the operation and/or maintenance of the Pump Stations or any other permits required for the Pump Stations. SEJPA is not responsible for obtaining, renewing, or amending any permit for the Pump Stations. SEJPA shall coordinate with CITY during the preparation of SEJPA's annual Operation & Maintenance Budget, which includes specific line item budget amounts for permits that may be required at the Pump Stations.

ARTICLE V: HOLD HARMLESS

SEJPA and CITY agree to indemnify and hold harmless each other, their officers, officials, contractors and employees from all claims arising out of the performance of services provided for herein except the intentional misconduct of the other party.

ARTICLE VI: DISCLAIMERS

A. SEJPA shall not be responsible for any defects, omissions or errors in the design or construction of the Pump Stations, but only for the exercise of ordinary care in the operation and maintenance of the Pump Stations.

B. In the event of an overflow inside the fence line of a Pump Station, SEJPA will assist the City in containing the spill and repairing the spill source. The City will be responsible for contacting any regulatory agency, per any applicable permitting requirements, within the required notification time specified in any applicable permit or permits, and shall prepare, or cause to be prepared, a written Sanitary Sewer Overflow Report in conformance with all applicable permit requirements.

C. In the event of a regulatory permit violation resulting from operation or maintenance of the Pump Stations, SEJPA shall immediately notify the City. SEJPA shall, within the required notification time, prepare or cause to be prepared, a written report on behalf of CITY. CITY shall review and comment on the content of the written report prior to submittal by SEJPA.

D. CITY shall be responsible for developing and maintaining the Pump Stations' spill response plans required by any regulatory agency, and making current copies of such plans available to SEJPA. SEJPA shall comply with such plans on behalf of CITY as to the Pump Stations; provided that SEJPA shall provide CITY draft spill response plans for such Pump Stations. Except as set forth in this paragraph, however, SEJPA shall have no responsibility for maintaining or carrying out the spill response plans of CITY.

E. SEJPA shall make good faith efforts to comply with all regulatory requirements imposed on the owner which are applicable to the Pump Stations. CITY shall promptly advise SEJPA if or when there are other applicable requirements. CITY shall promptly advise the SEJPA if or when applicable requirements change.

ARTICLE VII: TERMINATION

This MOU shall remain in effect until amended in writing. This MOU may be cancelled by either party upon one hundred eighty (180) days prior written notice.

ARTICLE VIII: NOTICES

A. CITY's point of contact for issues related to the implementation of this MOU is the Public Works Director. SEJPA's point of contact for issues related to the implementation of this MOU is the SEJPA General Manager.

B. All notices, statements, demands, requests, consents, approvals, authorizations, agreements, appointments or designations hereunder shall be given in writing and addressed to:

To CITY: City of Solana Beach
Public Works Director
635 South Highway 101
Solana Beach, CA 92075

To SEJPA: San Elijo Joint Powers Authority
General Manager
2695 Manchester Avenue, PO Box 1077
Cardiff by the Sea, CA 92007-7077

ARTICLE IX: MODIFICATIONS

This MOU contains all of the terms and conditions made between the Parties hereto and shall not be altered except by an amendment in writing.

ARTICLE X: GOVERNING LAW

This Memorandum is to be governed by and construed in accordance with the laws of the State of California.

IN WITNESS WHEREOF, the Parties hereto have caused this MOU to be executed as of the day and year first above written.

CITY OF SOLANA BEACH

SAN ELIJO JOINT POWERS AUTHORITY

By: _____

By: _____

Approved as to form

Approved as to form

By: _____
CITY Counsel

By: _____
SEJPA Counsel

**EXHIBIT 1
CITY-OWNED FACILITIES
OPERATED AND MAINTAINED BY SAN ELIJO JOINT POWERS AUTHORITY**

- 1) Eden Gardens Pump Station
Corner of Valley Road & Highland Drive
Solana Beach CA. 92075

- 2) Fletcher Cove Pump Station
Corner of Plaza & Highland Drive
Solana Beach CA. 92075

- 3) San Elijo Hills Pump Station
751 Santa Helena Avenue
Solana Beach CA. 92075

- 4) Solana Beach Pump Station
1000 North Rios Avenue
Solana Beach CA. 92075

- 5) Solana Beach Siphon Station
Santa Inez (S.E Lagoon East of I-5)
Solana Beach CA. 92075

EXHIBIT 2
SCOPE OF WORK FOR ANNUAL OPERATION AND MAINTENANCE (“O&M”)
SERVICES

SEJPA Pump Station Responsibilities

- SEJPA operates and maintains pump stations to be in compliance with regulatory permits.
- SEJPA inspects each sanitary sewer pump station daily (including weekends and holidays) to ensure proper pump station operations and site security.
- SEJPA monitors and responds to pump station alarms 24-hours a day (including weekends and holidays) for critical events, such as power failures, high wet wells, losses of flow, and flooded dry wells.
- SEJPA provides visual monitoring of the flow from Eden Gardens, Fletcher Cove, San Elijo Hills and Solana Beach Pump Stations as it enters the San Elijo Water Reclamation Facility 7 days per week during normal business hours (7am - 4pm).
- SEJPA maintains permits, hazardous material business plans, and Air Pollution Control District (APCD) permits for air treatment systems and emergency power generators.
- Provide technical assistance for design and construction efforts to improve, upgrade, or replace the pump stations.
- Assist the City of Solana Beach with collection system interface and operation.
- SEJPA provides, prepares and submits a recommended O&M and Capital Budget annually for each pump station.
- Manage planning, design, bidding, and construction of small-scale CIP projects.
- Provides supervision for consultant, contractor, and vendor access to pump stations.
- Explore asset enhancement/upgrade opportunities for optimizing pump station operation.
- Coordinate with SDG&E on SDG&E projects and planned power outages.

Typical SEJPA Pump Station O&M Procedures

Daily

1. Record hour meter readings of pumps and motors
2. Inspect pumps and electric motors
 - Alternate lead pumps
 - Check operation of motors
 - Flush jacket
 - Check operation of controls as they apply to the station
 - Check mechanical seals
 - Check mechanical and electrical systems for unusual noises, temperatures, and operational readings
 - Inspect pumping system for proper operation (remove blockages from pumps as needed)
 - Inspect dry well sump pump for proper operation (clean debris in sump as needed)
 - Check the ventilation system
 - Check for proper lighting

3. Inspect wet well
4. Inspect engine generator set as per directions on generator clipboard
5. Inspect outside station for security integrity including graffiti, vandalism, and fence tampering
6. Record odor scrubber readings for APCD compliance

Weekly

1. Wash and clean drywell
2. Flush out sump pump
3. Perform yard maintenance and housekeeping as needed
4. Pump down and clean wet well. Hose down walls and scum accumulations

Biweekly

1. Test run emergency power generator for approximately ½ hour

Monthly

1. Test alarms
 - Power failure
 - High dry well
 - High wet well
 - Generator engine online where applied
2. Inspect fire extinguishers
3. Exercise suction and discharge valves
4. Replace all log sheets with new and take utility readings
5. If Diesel day tank is low call for refill

Annually

1. Facilitate APCD Inspection (Facility inspection and review of files and records)
2. Prepare recommendations for repairs and capital improvements to be included in annual budget

*

AGENDA ITEM NO. 14

SAN ELIJO JOINT POWERS AUTHORITY
MEMORANDUM

September 14, 2009

TO: Board of Directors
San Elijo Joint Powers Authority

FROM: General Manager

SUBJECT: *UPDATE*- RECYCLED WATER RETROFIT LOAN FOR THE OCEAN KNOLL
ELEMENTARY SCHOOL

RECOMMENDATION

It is recommended that the Board of Directors:

1. Authorize the Chair Person to execute a loan up to \$40,000 with the Encinitas Union School District to convert the Ocean Knoll Elementary School's irrigation system to recycled water; and
2. Discuss and take action as appropriate.

BACKGROUND

The Encinitas Union School District and the San Dieguito Water District (SDWD) support water conservation and to this end are interested in converting the landscape irrigation at Ocean Knoll Elementary School from potable to recycled water. The school is estimated to use up to 10 acre feet annually (AF/Y) or more than 3 million gallons per year and the site is located adjacent to existing SEJPA recycled water infrastructure.

DISCUSSION

At the July 2009 SEJPA Board meeting, staff presented a loan request by the Encinitas Union School District of \$35,000 for a term of 10 years. Since that meeting, it has been determined that the total cost of the project may be up to \$40,000. The school district has requested that the total loan amount be increased from \$35,000 to \$40,000. In addition, it has been requested to reduce the term of the loan from ten years to one year. The agreed interest rate will remain at 4.5 percent.


FINANCIAL IMPACT

Funds for this loan are available in the Water Reclamation Fund. The interest rate on the proposed loan is competitive with market rates and higher than the current interest rate that the Water Reclamation Fund is receiving.

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

1. Authorize the Chair Person to execute a loan up to \$40,000 with the Encinitas Union School District to convert the Ocean Knoll Elementary School's irrigation system to recycled water; and
2. Discuss and take action as appropriate.

Respectfully submitted,



Michael T. Thornton, P.E.
General Manager

Attachment: Retrofit Loan Agreement with Encinitas Union School District – Ocean Knoll Elementary School

AGREEMENT FOR REIMBURSEMENT OF COSTS OF RECYCLED WATER FACILITIES

This Agreement is made and entered into this ____ day of _____, 2009 by and between the SAN ELIJO JOINT POWERS AUTHORITY, a joint powers authority comprised of the City of Encinitas and the City of Solana Beach, hereinafter referred to as SEJPA, the SAN DIEGUITO WATER DISTRICT, hereinafter referred to as Water Purveyor, and OCEAN KNOLL ELEMENTARY SCHOOL OF THE ENCINITAS UNION SCHOOL DISTRICT, hereinafter referred to as Water User.

RECITALS

WHEREAS, SEJPA treats wastewater and operates the San Elijo Water Reclamation Facility to produce recycled water for non-potable water uses;

WHEREAS, SEJPA and the Water Purveyor have entered into an Agreement (Recycled Water Sales Agreement) providing for the production and delivery of recycled water to Water User for non-potable water uses;

WHEREAS, Water User desires to purchase recycled water from the Water Purveyor for non-potable water uses;

WHEREAS, Water User must make certain alterations and improvements in and to its onsite water distribution system (hereinafter referred to as retrofit work) in order to accept and use recycled water for non-potable water uses;

WHEREAS, Water User agrees to use the recycled water in accordance with the Water Purveyor's rules and regulations for recycled water; and

WHEREAS, SEJPA desires to provide financial assistance to Water User with respect to the retrofit work to encourage and facilitate the purchase of SEJPA's recycled water in particular and the use of recycled water in general as an important supplemental water source to meet the growing water demands of San Diego County.

AGREEMENT

NOW, THEREFORE, in consideration of these Recitals and the mutual covenants contained herein, SEJPA, Water Purveyor, and Water User agree as follows:

1. Reimbursement of Costs of Retrofit Work. SEJPA shall perform or contract out all labor to retrofit Water User's facilities. Water user agrees that these costs plus all materials to retrofit the facilities shall be combined to calculate the total cost to retrofit Water User's facilities. The aggregate amount shall not exceed **\$40,000**. All work shall be by **December 31, 2009**.

Water User shall also permit the Water Purveyor and the SEJPA access to all portions of its property affected by the retrofit work for the purpose of inspecting work quality; adherence to design description, drawing, and code compliance; and verifying completion of work.

2. Repayment by Water User of Retrofit Work. Water User shall repay to SEJPA the aggregate amount of the retrofit work costs together with interest on the unpaid amount. The interest rate on the unpaid amount shall be **4.5% per year**. All payments shall be credited first on interest due and the remainder on principal; and interest shall thereupon cease upon the principal so credited. A repayment schedule is attached as **Exhibit A**. The first payment is due 30 days after completion of the project.

Water User may prepay to SEJPA some or all of the principal and interest due under this Agreement at any time without any prepayment charge or penalty.

3. Installation, Ownership, Operation and Maintenance of Retrofit Facilities. Water User will hold SEJPA, staff employed by SEJPA, Water Purveyor, and staff employed by Water Purveyor, harmless for any assistance or guidance provided by SEJPA staff that result in a faulty design, construction, or operating system. Water User is solely responsible for all work performed on their property. SEJPA will not have any ownership interest in or to the retrofit work or any other property of Water User by reason of the terms and provisions of this Agreement.
4. Dispute Resolution. In the event that a dispute shall arise with regard to the interpretation, application, or enforcement of this Agreement, any party may initiate informal dispute resolution as follows:
 - a. Demand: Any party may, in writing, make a demand on the other party or parties for informal dispute resolution;
 - b. At least one meeting: Within 30 days of the date of mailing of such notice, at least one informal dispute resolution meeting shall be held and attended by a representative of each of the parties involved in the dispute. Such additional meetings and time extensions shall occur as the parties may agree to at the time.
 - c. Litigation: The foregoing dispute resolution process shall be informal and non-binding. The parties, at their option, may involve the services of a professional mediator but shall not be obligated to do so. Any party may file litigation to interpret, enforce, or apply the terms of this Agreement provided that either (1) informal dispute resolution has been invoked and at least one meeting has been held as described above, or (2) informal dispute resolution has been invoked in writing, and through no fault of the party seeking to commence litigation, 30 days has expired and the other party or parties have been unable or unwilling to attend informal dispute resolution.

It is the intent of the parties to have at least one informal meeting to attempt to resolve any differences before any party resorts to litigation.

5. Applicable Law. This Agreement is entered into in the State of California and California law shall apply to the interpretation and construction of all of its provisions.
6. Attorney's Fees. If any arbitration proceeding or action at law is brought to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and litigation expenses in addition to statutory costs and any other relief to which the prevailing party may be entitled.

7. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors in interest, assigns, and personal representatives. Water User, and its assigns, successors in interest, and personal representatives, agree to disclose the terms and conditions of this Agreement to their respective successors in interest and assignees prior to the date of transfer.
8. Entire Agreement. This Agreement constitutes the entire understanding between the parties hereto with respect to the subject matter hereof superseding all negotiations, prior discussions and preliminary agreements and understandings, written or oral. This Agreement shall not be amended, except by written consent of the parties hereto, 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 valid and binding on the parties hereto.
9. Notices. Notices required or permitted under this Agreement shall be sufficiently given if in writing and if either served personally upon the party to whom it is directed or by deposit in the United States mail, postage prepaid, certified, return receipt requested, addressed to the parties at the following addresses:
- a. SEJPA Michael T. Thornton, P.E.
General Manager
San Elijo Joint Powers Authority
2695 Manchester Avenue
Cardiff, CA 92007
- b. Water Purveyor Larry Watt
General Manager
San Dieguito Water District
505 South Vulcan Avenue
Encinitas, CA 92024
- c. Water User Gerry Devitt
Ocean Knoll Elementary School,
Encinitas Union School District
910 Melba Road
Encinitas, CA 92024-3999
10. Precedence. In the event that any of the terms, provisions, or conditions of this Agreement conflict with or are otherwise inconsistent with the terms of the Recycled Water Sales Agreement, the terms, provisions and conditions of the Recycled Water Sales Agreement shall govern.

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

ATTEST:

SAN ELIJO JOINT POWERS AUTHORITY

By: _____
David Roberts
SEJPA Chair of the Board

Date: _____

SAN ELIJO JOINT POWERS AUTHORITY

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

Date: _____

SAN DIEGUITO WATER DISTRICT

By: _____
Larry Watt
General Manager

Date: _____

OCEAN KNOLL ELEMENTARY SCHOOL

By: _____

Date: _____

Ocean Knoll Elementary School,
Encinitas Union School District
910 Melba Road
Encinitas, CA 92024-3999

EXHIBIT A

OCEAN KNOLL ELEMENTARY SCHOOL
 ENCINITAS UNION SCHOOL DISTRICT
 910 MELBA ROAD
 ENCINITAS, CA 92024-3999

PRINCIPAL \$40,000.00
 INTEREST 4.50%
 TERM 12 MONTHLY PAYMENTS
 1 YEAR
 PAYMENT \$3,415.14 PER MONTH

PERIOD	PERIOD PAYMENT	INTEREST	PRINCIPAL	END BALANCE	TOTAL PAYMENT TO DATE
1	3,415.14	150.00	3,265.14	36,734.86	3,415.14
2	3,415.14	137.76	3,277.39	33,457.47	6,830.28
3	3,415.14	125.47	3,289.68	30,167.80	10,245.42
4	3,415.14	113.13	3,302.01	26,865.79	13,660.56
5	3,415.14	100.75	3,314.39	23,551.39	17,075.70
6	3,415.14	88.32	3,326.82	20,224.57	20,490.85
7	3,415.14	75.84	3,339.30	16,885.27	23,905.99
8	3,415.14	63.32	3,351.82	13,533.45	27,321.13
9	3,415.14	50.75	3,364.39	10,169.06	30,736.27
10	3,415.14	38.13	3,377.01	6,792.05	34,151.41
11	3,415.14	25.47	3,389.67	3,402.38	37,566.55
12	3,415.14	12.76	3,402.38	(0.00)	40,981.69

SAN ELIJO JOINT POWERS AUTHORITY
MEMORANDUM

September 14, 2009

TO: Board of Directors
San Elijo Joint Powers Authority

FROM: General Manager &
Director of Finance/Administration

SUBJECT: RECONCILIATION OF MEMBER AGENCY'S INVESTMENT IN THE WATER
RECLAMATION PROGRAM

RECOMMENDATION

It is recommended that the Board of Directors:

1. Discuss and take action as appropriate.

BACKGROUND

At the July 2009 Board meeting, Winzler & Kelly presented a financial study of the San Elijo Joint Powers Authority recycled water program to assess the program's ability to carry new infrastructure debt. During the discussion, the Board of Directors requested that staff meet with member agency staff regarding the historical contributions made by the two member agencies to the water reclamation program. Staff was then to report the findings to the Board of Directors.

DISCUSSION

SEJPA staff met with staff from both member agencies and reviewed the annual contributions made by each member agency and recorded by the SEJPA for the water reclamation upgrade. The review was performed in two parts. The first part was for capital contributions made for the studies, design, and construction of the water reclamation facilities (Attachment 1). The second part was for operating costs and State Revolving Loan payments made during the early years of the Water Reclamation Program (Attachment 2).

Upon reviewing the financial information, all parties concurred that the contributions made by the member agencies total \$4,577,754.40 or \$2,288,877.20 per member agency.

At this point in time, it may be appropriate to begin discussions on the reimbursement of funds to the member agencies, including the timing and structure of the reimbursement. As presented in the Winzler & Kelly study, it appears feasible for the Water Reclamation Program to be repaying this debt in or around 2018, with the debt being paid in full within 6 to 8 years. Table 1 presents a

possible payment schedule that would allow the SEJPA to repay the member agencies in concert with the final payments of the existing SRF loan. A non-linear payment schedule would allow the SEJPA to begin making payments to the member agencies within eight years and is designed not to be over-taxing to the program. In FY 2021-22, the SEJPA will have completed payment on the \$12.6 million SRF loan, which will allow the agency to increase the payment value, if the SEJPA Board of Directors so choose.

TABLE 1
SEJPA Water Reclamation Program
Member Agency Repayment Schedule

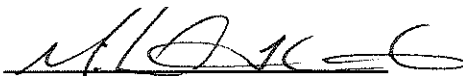
Payment No.	Year	Cardiff	Solana Beach	Total
1.	FY 2017-18	\$38,877	\$38,877	\$77,754
2.	FY 2018-19	\$50,000	\$50,000	\$100,000
3.	FY 2019-20	\$100,000	\$100,000	\$200,000
4.	FY 2020-21*	\$100,000	\$100,000	\$200,000
5.	FY 2021-22	\$500,000	\$500,000	\$1,000,000
6.	FY 2022-23	\$500,000	\$500,000	\$1,000,000
7.	FY 2023-24	\$500,000	\$500,000	\$1,000,000
8.	FY 2024-25	\$500,000	\$500,000	\$1,000,000
Total		\$2,288,877	\$2,288,877	\$4,577,754

* \$12.6 million SRF loan paid off in FY2020-21.

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



Gregory Lewis
 Director of Finance/Administration

Attachment 1: Recycled Water Program Contributions & Expenditures
 Attachment 2: Recycled Water Program Operations & Debt Service

ATTACHMENT 1

**RECYCLED WATER PROGRAM
CONTRIBUTIONS & EXPENDITURES**

		Cardiff	Solana Beach	SRF LOAN	B of R Grant	Totals
fy92	Contrib	29,674	29,674			59,348
	Expend	<u>31,158</u>	<u>31,158</u>			<u>62,316</u>
	bal.	(1,484)	(1,484)			(2,968)
fy93	Contrib	0	0			0
	Expend	<u>18,752</u>	<u>18,752</u>			<u>37,504</u>
	bal.	(20,236)	(20,236)			(40,472)
fy94	Contrib	195,687	195,687			391,374
	Expend	<u>278,172</u>	<u>278,172</u>			<u>556,344</u>
	bal.	(102,721)	(102,721)			(205,442)
fy95 *	Contrib	624,639	624,639			1,249,278
	Expend	<u>575,305</u>	<u>575,305</u>			<u>1,150,609</u>
	bal.	(53,387)	(53,387)			(106,773)
fy96	Contrib	304,000	304,000			608,000
	Expend	<u>237,864</u>	<u>237,864</u>			<u>475,728</u>
	bal.	12,750	12,750			25,499
fy97	Contrib	100,000	100,000			200,000
	Expend	<u>81,929</u>	<u>81,929</u>			<u>163,858</u>
	bal.	30,821	30,821			61,641
fy98	Contrib	180,000	180,000			360,000
	Expend	<u>117,802</u>	<u>117,802</u>			<u>235,604</u>
	bal.	93,019	93,019			186,037
fy99	Contrib	0	0	7,566,485		7,566,485
	Expend	0	0	<u>8,109,263</u>		<u>8,109,263</u>
	bal.	93,019	93,019	(542,778)		(356,741)
fy00	Contrib	218,815	218,815	5,067,037		5,504,667
	Expend	0	0	<u>4,416,979</u>		<u>4,416,979</u>
	bal.	311,834	311,834	107,280		730,947
fy01	Contrib	0	0		3,875,000	3,875,000
	Expend	0	0	<u>107,280</u>	<u>3,875,000</u>	<u>3,982,280</u>
	bal.	311,834	311,834	0	0	623,667
fy02	Contrib	0	0		244,986	244,986
	Expend	0	0		<u>244,986</u>	<u>244,986</u>
Total	Contrib	1,652,815	1,652,815	12,633,522	4,119,986	20,059,138
	Expend	0	0	<u>12,633,522</u>	<u>4,119,986</u>	<u>16,753,508</u>
	bal.	1,652,815	1,652,815	0	0	3,305,630

* \$50k trans to cc3 def'd

ATTACHMENT 2

**RECYCLED WATER PROGRAM
OPERATIONS & DEBT SERVICE**

Date	Cardiff	Solana Beach	Total	Description
6/30/2000	95,406.00	95,406.00	190,812.00	o & m
6/30/2001	114,302.00	114,302.00	228,604.00	o & m
8/14/2001	417,457.10	417,457.10	834,914.20	srf loan
6/30/2002	(114,334.00)	(114,334.00)	(228,668.00)	refund
8/15/2002	417,457.10	417,457.10	834,914.20	srf loan
12/31/2003	65,000.00	65,000.00	130,000.00	w.r. study
3/31/2003	(339,816.00)	(339,816.00)	(679,632.00)	refund
6/30/2003	(19,410.00)	(19,410.00)	(38,820.00)	refund
	<u>\$ 636,062.20</u>	<u>\$ 636,062.20</u>	<u>\$ 1,272,124.40</u>	

SAN ELIJO JOINT POWERS AUTHORITY
MEMORANDUM

September 14, 2009

TO: Board of Directors
San Elijo Joint Powers Authority

FROM: General Manager

SUBJECT: SEJPA APPOINTMENT TO THE REGIONAL ADVISORY COMMITTEE (RAC)
FOR THE SAN DIEGO INTEGRATED REGIONAL WATER MANAGEMENT
PROGRAM

RECOMMENDATION

It is recommended that the Board of Directors:

1. Appoint a member of the SEJPA Board of Directors to serve as the SEJPA's Alternate Member to the Regional Advisory Committee for the San Diego Integrated Regional Water Management Program; and
2. Discuss and take action as appropriate.

BACKGROUND

Integrated Regional Water Management (IRWM) planning was derived from Proposition 50 which was passed by California voters in November 2002, authorizing \$3.4 billion general obligation bonds to fund a variety of specified water and wetlands projects. It set aside \$380 million for IRWM related grants. Prop 50 is jointly administered by the California Department of Water Resources and the State Water Resources Control Board.

IRWM planning represents a fundamental transition in how the State looks at water resource management. The State recognizes that there is a need to consider a broader range of resource management issues, competing water demands, improving water supply reliability, and adding new financing options.

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

The San Diego Integrated Regional Water Management Plan is being prepared to coordinate water resource management efforts and to enable the San Diego Region to apply and compete for grants tied to IRWM Planning.

The San Diego IRWM planning process is being conducted by Regional Water Management Group (RWMG) which includes the City of San Diego, County of San Diego, and the San Diego County Water Authority and the Regional Advisory Committee (RAC). The RAC has twenty-five members providing expertise in the areas of water supply, wastewater, recycled water, storm water and urban runoff, natural resources, and environmental stewardship.

The RWMG and RAC developed the following mission statement for IRWM planning within the Region:

To develop and implement an integrated strategy to guide the San Diego Region toward protecting, managing, and developing reliable and sustainable water resources. Through a stakeholder-driven process and adaptive process, the Region can develop solutions to water-related issues and conflicts that are economically and environmentally preferable, and that provide equitable resource protection for the entire Region.

DISCUSSION

The SEJPA General Manager serves on the RAC to provide guidance and expertise in the areas of wastewater and recycled water to the IRWM plan. The RAC helps determine how local projects will be prioritized within the IRWM Plan and selected for future funding. The RAC is intended as a transitional advisory body, and will eventually be replaced by a long-term institutional structure. However, until a long-term structure is created, the RAC plays a vital role in the planning and implementation process. Therefore, at the August 2009 San Diego IRWM meeting, it was requested that all RAC members add an alternate member. The purpose of the alternate member is to ensure that the RAC has adequate continuity and the necessary meeting attendance to conduct committee business. Currently, the RAC operates on a bi-monthly meeting schedule. Attachment 1 provides a list of the meetings for 2009 and Attachment 2 is a list of RAC members.

It is therefore recommended that the Board of Directors:

1. Appoint a member of the SEJPA Board of Directors to serve as the SEJPA's Alternate Member to the Regional Advisory Committee for the San Diego Integrated Regional Water Management Program; and
2. Discuss and take action as appropriate.

Respectfully submitted,



Michael T. Thornton, P.E.
General Manager

Attachment 1: Future Meeting Dates for 2009

Attachment 2: RAC Members

ATTACHMENT 1

SAN DIEGO
Integrated Regional Water Management

RAC future meeting schedule

Date	Time	Location
October 14, 2009	9 am – 11:30 am	San Diego County Water Authority
December 9, 2009	9 am – 11:30 am	San Diego County Water Authority

ATTACHMENT 2



Regional Advisory Committee (RAC) Members

Updated August 28, 2008

Regional Water Management Group

- Kathleen Flannery, CAO Project Manager, County of San Diego (chair)
- Ken Weinberg, Director of Water Resources, San Diego County Water Authority
- Marsi Steirer, Deputy Director of Water Policy and Strategic Planning, City of San Diego

Retail Water Entities

- Susan Varty, President of Board of Directors, Olivenhain Municipal Water District
- Mark Rogers, General Manager, Sweetwater Authority [A: Rick Alexander, Sweetwater Authority]
- Mark Weston, General Manager, Helix Water District [A: Mark Umphres, Helix Water District]
- Keith Lewinger, General Manager, Fallbrook Public Utility District
- Michael Bardin, General Manager, Santa Fe Irrigation District

Natural Resources and Watersheds

- Doug Gibson, Executive Director, San Elijo Lagoon Conservancy
- Judy Mitchell, District Coordinator, Mission Resource Conservation District [A: Jason Giessow, Mission Resource Conservation District]
- Craig Adams, Executive Director, San Dieguito River Valley Conservancy
- Rob Hutsel, Executive Director, San Diego River Park Foundation
- Chris Basilevac, Project Director, The Nature Conservancy [A: Kathy Viatella, The Nature Conservancy]
- Shirley Inniken, Project Coordinator, Southern California Wetlands Recovery Project

Water Quality

Wastewater / Recycled Water

- Neal Brown, Director of Engineering and Planning, Padre Dam Municipal Water District
- Mike Thornton, General Manager, San Elijo Joint Powers Authority

Storm Water

- Kirk Ammerman, Principal Civil Engineer, City of Chula Vista
- Katherine Weldon, Program Administrator, City of Encinitas

Members At Large

- Shelby Tucker, Regional Planner, San Diego Association of Governments (SANDAG)
- Rich Pyle, San Diego Regional Chamber of Commerce
- Linda Flournoy, Sustainability Consultant, Planning & Engineering for Sustainability
- Dr. Richard Wright, Professor Emeritus of Geography, SDSU & Board Member, SD Regional Water Quality Control Board [A: Terressa Whitaker, SDSU]
- Michael Connolly, Councilman, Campo Kumeyaay Nation [A: Melisa Estes, Campo Kumeyaay Nation]
- Eric Larson, Executive Director, Farm Bureau of San Diego County
- Karen Franz, Watershed Monitoring Program Director, San Diego Coastkeeper

Total Number of Members – 25

Note: [A] indicates alternate.



Regional Advisory Committee (RAC) Members

Updated August 28, 2008

Interested Parties to the RAC

- Alicia Stewart, City of San Marcos
- Alyson Watson, RMC Water & Environment
- Anna Aljabiry, California Department of Water Resources
- Bill Steele, U.S. Bureau of Reclamation
- Bruce Posthumus, San Diego Regional Water Quality Control Board
- Carl Morrison, Morrison Associates
- Cecilia Tipton, County of San Diego
- Chang Lee, California Department of Water Resources
- Claudio Fassardi, Noble Consultants
- Connie Gallippi
- Cynthia Mallett, City of Oceanside
- Dana Frieauf, San Diego County Water Authority
- Dave Gibson, San Diego Regional Water Quality Control Board
- David Kahler, County of San Diego
- Daniel Cozad, Integrated Planning and Management, Inc
- Doug Paul
- Elyse Lowe, City of San Diego
- Fran Spivy-Weber
- Geoffrey D. Smith, MA, The Escondido Creek Conservancy (TECC)
- Gloria Carrillo
- Grace Chan, Metropolitan Water District of Southern California
- Greg Krzys, U.S. Bureau of Reclamation
- Greg Mayer, City of Vista
- Ivanka Todt
- James Alexy
- Jason Uhley, County of Riverside
- Jeff Stephenson, San Diego County Water Authority
- Jim Barrett, City of San Diego
- Jim Bennett, County of San Diego
- Jim Peugh
- John Anderson, San Diego Regional Water Quality Control Board
- Jyo Purohit, Sparkers, Inc.
- Kate Hanley, San Diego Coastkeeper
- Kelly Hendrickson, San Diego Zoological Society
- Kyrsten Burr-Rosenthal, City of San Diego
- Larry Johnson, Campo / Lake Morena Planning Group
- Laura Lindenmayer, Brown and Caldwell
- Laurie Walsh, San Diego Regional Water Quality Control Board
- Leslie Ann Woollenweber, San Dieguito River Valley Conservancy
- Mandy Rodriguez, Olivenhain Municipal Water District
- Maria Carpio-Obeso, San Diego Regional Water Quality Control Board
- Marilyn Thoms, County of Orange



Regional Advisory Committee (RAC) Members

Updated August 28, 2008

Interested Parties to the RAC (continued)

- Marty Leavitt, Resource Conservation District of Greater San Diego County
- Mary Anne Skorpanich, County of Orange
- Mary Niez, County of San Diego
- Matt Rahn, San Diego State University
- Meleah Ashford, Ashford Engineering
- Melody Sees
- Nancy Appel, County of San Diego
- Norman Shopay, California Department of Water Resources
- Perry Louck, Rancho California Water District
- Persephene St. Charles, RMC Water & Environment
- Rashid Surraya, City of San Diego
- Robert LaRosa
- Robin Badger, San Diego Zoological Society
- Rob Roy, La Jolla Band of Luiseño Indians
- Ron Kaufmann, City of San Diego
- Rosalyn Stewart, RMC Water & Environment
- Sara Agahi, County of San Diego
- Scott Couch, San Diego Regional Water Quality Control Board
- Shala Farahnak, San Diego Regional Water Quality Control Board
- Steve Arakawa, Metropolitan Water District of Southern California
- Terressa Whitaker, San Diego State University
- Tina Pierce, Port of San Diego
- Tom Richardson, RMC Water & Environment
- Tom Scaglione
- Tracie Billington, California Department of Water Resources
- Zach Principe, The Nature Conservancy



Regional Advisory Committee (RAC) Members

Updated August 28, 2008

Regional Water Management Group Staff

County of San Diego

- Jon Van Rhyn, Water Quality Program Manager, Watershed Protection Program, Department of Public Works
- Sheri McPherson, Environmental Health Specialist III, Watershed Protection Program, Department of Public Works

San Diego County Water Authority

- Toby Roy, Water Resources Manager, Water Resources Department
- Mark Stadler, Principal Water Resources Specialist, Water Resources Department
- Maria Mariscal, Senior Water Resources Specialist, Water Resources Department

City of San Diego

- Jeffery Pasek, Watershed Manager, Water Resources and Planning Division, Water Department
- Cathy Pieroni, Senior Water Resources Specialist, Water Resources and Planning Division, Water Department
- Kent McConnell, Water Policy and Legislative Analyst, Water Resources and Planning Division, Water Department

Regional Water Management Group Consultant Team

RMC Water and Environment

- Tom Richardson, Principal, SD IRWM Project Leader
- Alyson Watson, Senior Project Manager
- Persephene St. Charles, Senior Project Manager
- Rosalyn Stewart, Project Manager
- Amanda Schmidt, Project Engineer

SAN ELIJO JOINT POWERS AUTHORITY
MEMORANDUM

September 14, 2009

TO: Board of Directors
San Elijo Joint Powers Authority

FROM: General Manager

SUBJECT: FACILITY ACCESS AGREEMENT WITH J. CRAIG VENTER INSTITUTE FOR
WASTEWATER TREATMENT RESEARCH

RECOMMENDATION

It is recommended that the Board of Directors:

1. Authorize the General Manager to execute a facility access agreement with J. Craig Venter Institute for wastewater treatment research; and
2. Discuss and take action as appropriate.

BACKGROUND

J. Craig Venter Institute (JCVI) is a not-for-profit institute that conducts scientific research in genomic medicine, infectious disease, environmental genomic analysis, clean energy, and synthetic biology. The Institute employs over 400 people, with offices in La Jolla, California and Rockville, Maryland.

JCVI is currently investigating new treatment techniques that may advance the knowledge of treating wastewater and that may lead to new, more energy efficient treatment systems. Currently, research has provided positive results but has been limited to laboratory scale applications.

DISCUSSION

JCVI desires to develop a facility access agreement with the SEJPA for the purpose of continuing their efforts in the research and development of new wastewater treatment processes. JCVI has met with staff from the SEJPA to discuss the possibility of developing working relationships and limited resource sharing to further this research effort. From these discussions, it was suggested that a step approach towards developing a working relationship would be most practical. The first step would be to enter into a facility access agreement that would allow JCVI access to sewage samples, public record water quality data, and limited assistance with basic laboratory analyses.

If this first step is successful to both parties, and if the initial testing is positive, then JCVI will approach the SEJPA to request expanding the facility access agreement to include conducting scientific work within the SEJPA laboratory.

The potential benefit to the SEJPA and its rate-payers is that the new gains in treatment may ultimately reduce treatment and biosolids disposal costs as well as provide a reduction in carbon emissions during treatment processes. If there are achievements or other aspects of the relationship that deserve public recognition, JCVI and SEJPA will collaboratively prepare and present such information to the appropriate audiences.

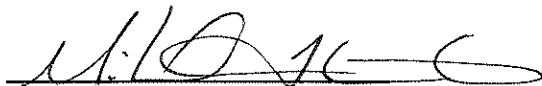
Attachment 1 is the proposed agreement for the SEJPA Board of Director's consideration. The agreement has been reviewed and approved by SEJPA legal counsel.

RECOMMENDATION

It is recommended that the Board of Directors:

1. Authorize the General Manager to execute a facility access agreement with J. Craig Venter Institute for wastewater treatment research; and
2. Discuss and take action as appropriate.

Respectfully submitted,



Michael T. Thornton, P.E.
General Manager

Attachment 1: Facility Access Agreement between the SEJPA and J. Craig Venter Institute

ATTACHMENT 1

ONSITE FACILITY ACCESS AGREEMENT

THIS AGREEMENT is by and between the J. Craig Venter Institute (“JCVI”), a not-for-profit research institute, and the San Elijo Joint Powers Authority (“SEJPA”), located at 2695 Manchester Avenue, Cardiff by the Sea, CA 92007.

RELATIONSHIP: JCVI requests access to the San Elijo Water Reclamation Facility located at 2695 Manchester Avenue, Cardiff by the Sea, CA (hereinafter “Facility”) for the purpose of collecting sewage samples to be used for research at JCVI’s laboratory. The purpose of the research is to evaluate new waste treatment technology. Such technology may ultimately benefit the SEJPA’s rate-payers by lowering treatment and biosolids disposal costs as well as provide a reduction in carbon emissions during treatment processes while recovering energy from waste products. The samples will initially be used to determine if this technology can be scaled to 100 gallons or greater, and may provide the basis for new treatment processes with the potential to: 1) increase onsite electricity production, therefore requiring less energy to be purchased for treatment; 2) decrease the quantities of sludge and secondary biomass that must be treated, dewatered and disposed of off-site; and 3) lower greenhouse gas emissions by converting energy contained in waste directly to electricity instead of generating excess methane that must be combusted outside of co-generation.

At present, JCVI scientists desire from SEJPA the following:

- Access to public record water quality and effluent data that are regularly produced by the Facility.
- Assistance with collecting 20-gallon sludge and/or primary clarifier samples on a bi-monthly and/or weekly basis.

ANTICIPATED FUTURE RELATIONSHIP: When it is ready to test the feasibility of a larger microbial fuel cell system (100-gallons or more), JCVI desires on-site access to the Facility for the purpose of utilizing sewage samples (primary effluent and sludge) in unused laboratory space at the Facility in order to advance its research and to evaluate the potential application of an MFC system as a waste treatment technology. The testing of a 100-gallon MFC at the Facility will only proceed if a 20-gallon system is deemed successful by JCVI and SEJPA evaluation standards. If there are achievements or other aspects of the relationship that deserve public recognition, JCVI and SEJPA will collaboratively prepare and present such information to the appropriate audiences.

Thus, for the period of this contract, the parties agree to the following terms and conditions for access to the Facility:

ACCESS TO THE FACILITY: JCVI’s use of the Facility and access to premises shall be on dates and times mutually agreed upon by the parties. The SEJPA will provide access to the public record water quality and effluent data regularly produced by the Facility. The SEJPA will collect and dispose (if needed) of sludge and other wastewater samples for JCVI. This support will be requested in advance, and it is understood that such support will only be provided at times that are deemed convenient by SEJPA personnel. Access to the Facility by JCVI employees will only take place during normal Facility hours: Monday through Friday, 7:00 am to 3:30 pm. There will be no holiday or weekend access.

SAFE AND PROPER USE OF FACILITIES: The parties acknowledge and agree that it is imperative to follow all safety precautions while at the Facility and that all due care and caution will be undertaken by any JCVI employees granted Facility access. While at the Facility, JCVI employees are required to follow all health and safety policies of the SEJPA.

LEVEL OF WORK: All activities conducted by JCVI at the Facility shall be carried out in a manner consistent with SEJPA policies and procedures. At no time can the work being performed by JCVI be in violation of state or federal laws, and all work must be within allowances of the existing SEJPA operating permits. All wastewater effluent samples collected from JCVI equipment will be analyzed offsite at the expense of JCVI unless Facility personnel are available to do that analysis as part of their routine BOD testing.

PREREQUISITE SKILLS AND TRAINING: JCVI acknowledges that any JCVI employee granted on-site access has the requisite knowledge and training in biosafety precautions for the purposes of visiting the Facility. All JCVI employees agree to follow all directions and/or instructions of Facility personnel and any policies and procedures in place for the Facility.

RISK FACTORS: The parties agree and acknowledge that on-site access to the Facility involves risks such as, but not limited to, the following:

1. Personal injury
2. Property damage
3. Waste spills

Each of these identified risks may result from access to the Facility itself. SEJPA is not aware of any condition in, on, or about the Facility that constitutes a hazard to the safety of any JCVI employee other than those hazards and dangerous conditions typically associated with a sewage treatment facility, or any conditions or hazards that violate any governmental law or ordinance intended to protect human health and safety.

ASSUMPTION OF RISK: Subject to the terms contained in this paragraph, JCVI assumes all risks that may arise out of access to the Facility by any JCVI employee, except those that are the result of any negligence on the part of the SEJPA or failure on the part of SEJPA, its agents, owners and operators, to disclose any known risks or hazards or to comply with any applicable law or regulation.

INDEMNIFICATION: SEJPA shall indemnify, defend, and hold harmless JCVI, its officers, agents and employees, from and against any claims, damages, costs, expenses, or liabilities (collectively "Claims") arising out of or in any way connected with this Agreement including, without limitation, Claims for loss or damage to any property, or for death or injury to any person or persons but only in proportion to and to the extent that such Claims arise from the negligent or intentional acts or omissions of SEJPA, its officers, agents, partners, member agencies, or employees. JCVI shall indemnify, defend and hold harmless SEJPA, its officers, agents, partners, member agencies, and employees, from and against any Claims arising out of or in any way connected with this Agreement including, without limitation, Claims for loss or damage to any property, or for death or injury to any person or persons but only in proportion to and to the extent that such Claims arise from the negligent or intentional acts or omissions of JCVI, its officers, agents, partners, member agencies, or employees.

INSURANCE: Each party, at its sole cost and expense, shall insure its activities in connection with this Agreement, including but not limited to premises liability and workers compensation. If any claim is or is reasonably anticipated to be presented to JCVI as a result of access to the Facility, JCVI shall provide prompt and timely notice to SEJPA.

COSTS: SEJPA shall not charge JCVI for access to the Facility. JCVI shall be responsible for its costs related to the collection of sewage samples under this Agreement.

COMPLIANCE: SEJPA warrants that it is in compliance with all applicable federal, state and local laws related to the operation of the Facility.

TERM AND TERMINATION: Both SEJPA and JCVI recognize that this Agreement can be terminated by either party 'at will' with 72 hours notice. This Agreement will be valid for the duration of one year beginning September 1, 2009 and ending September 1, 2010 or until the JCVI research team desires to utilize the SEJPA laboratory facility as has been generously offered, at which time a revised contract will be executed between the parties.

NOTICE: Any notice to be provided under this Agreement shall be duly provided if directed to either party as follows:

If to SEJPA: Michael T. Thornton
General Manager
San Elijo Joint Powers Authority
2695 Manchester Avenue
Cardiff by the Sea, CA 92007
Fax: 760-753-5935

If to JCVI: Dr. Robert Friedman
Deputy Director for California
J. Craig Venter Institute
10355 Science Center Drive
San Diego, CA 92121
Fax: 858-200-1881

w/ copy to JCVI Legal
9704 Medical Center Drive
Rockville, MD 20850
Fax: 301-795-7052

MISCELLANEOUS: This agreement constitutes the entire Agreement between the parties relating to use of the Facility and supersedes any previous agreements or understandings. Unless stated herein, no other relationship or rights (either express or implied) are granted by the parties. This Agreement shall be construed according to the laws of the State of California.

IN WITNESS WHEREOF, the parties have executed this Facility Use Agreement as of the date first written above.

SAN ELIJO JOINT POWERS AUTHORITY

J. CRAIG VENTER INSTITUTE, INC.

Signature: _____

Signature: _____

Name: _____

Name: Dr. Robert Friedman

Title: _____

Title: Deputy Director for California

Date: _____

Date: _____

SAN ELIJO JOINT POWERS AUTHORITY
MEMORANDUM

September 14, 2009

TO: Board of Directors
San Elijo Joint Powers Authority

FROM: General Manager

SUBJECT: General Manager's Report

PERFORMANCE OPTIMIZATION OF THE ACTIVATED SLUDGE SYSTEM PROJECT

In April 2009, the San Elijo Joint Powers Authority (SEJPA) completed the construction of the final component of a four year project to reduce energy use, increase operational efficiency, and improve water quality at the San Elijo Water Reclamation Facility. This four year effort exemplifies the SEJPA's commitment to sustainability and cost effective operations. The total cost of the project was roughly \$1.9 million and since its full implementation measurable performance improvements have been gained in both water quality and energy efficiency. Project highlights include:


- Energy savings on the order of 800,000 kilowatt hours (KWH) per year
- Reduced carbon footprint as a result of less energy use
- Energy cost savings of \$100,000 or more per year
- Improved effluent water quality
- Slight reduction in chemical use

In addition to avoided energy costs, the SEJPA was successful in receiving grant funding of \$70,486 from SDG&E. Staff is preparing a detailed project report to be presented to the Board of Directors.

WATERREUSE CALIFORNIA 2010 STATE CONFERENCE

The WaterReuse Association advocates for beneficial and efficient use of water resources and is a leading voice for reclamation, recycling, reuse, and desalination. The 2010 state conference will be held in San Diego from March 7-9, 2010. The conference provides access to the top experts, newest technologies, critical legislative and regulatory updates, and presentations on current industry projects. The SEJPA Board of Directors and staff from the Member Agencies may find attending this conference beneficial to their understanding of recycled water and how it may help our communities achieve a sustainable water supply.

Respectfully submitted,



Michael T. Thornton, P.E.
General Manager