

AGENDA
SAN ELIJO JOINT POWERS AUTHORITY
MONDAY JANUARY 12, 2009 AT 9:00 A.M.
SAN ELIJO WATER RECLAMATION FACILITY – CONFERENCE ROOM
2695 MANCHESTER AVENUE
CARDIFF BY THE SEA, CALIFORNIA
AND TELECONFERENCED WITH
4300 WILSON BOULEVARD, SUITE 250
ARLINGTON, VIRGINIA

1. CALL TO ORDER
2. ROLL CALL
3. PLEDGE OF ALLEGIANCE
4. ORAL COMMUNICATIONS (NON-ACTION ITEM)
5. PRESENTATION OF AWARDS

Jose M. Hernandez — 25 Years of Service
Michael D. Dietrich — 20 Years of Service

6. * **CONSENT CALENDAR**
7. * APPROVAL OF MINUTES FOR THE DECEMBER 8, 2008 MEETING
8. * APPROVAL FOR PAYMENT OF WARRANTS AND MONTHLY INVESTMENT REPORTS
9. * SAN ELIJO WATER RECLAMATION FACILITY TREATED EFFLUENT FLOWS – MONTHLY REPORT
10. * SAN ELIJO JOINT POWERS AUTHORITY RECYCLED WATER PROGRAM – MONTHLY REPORT
11. * PROPOSED IMPLEMENTATION PLAN FOR EMPLOYEE INCENTIVE PROGRAM IN ACCORDANCE WITH AMENDED RESOLUTION 2008-06
12. * ITEMS REMOVED FROM CONSENT CALENDAR

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

REGULAR AGENDA

13. ELECTION OF OFFICERS AND SCHEDULE OF BOARD MEETINGS

It is recommended that the Board of Directors:

Discuss and take action as appropriate.

Staff Reference: General Manager, Michael T. Thornton, P.E.

14. ADMINISTRATIVE STAFFING CLASSIFICATION

It is recommended that the Board of Directors:

1. Eliminate the Administrative Resources Supervisor position;
2. Create the Human Resource Administrator position; and
3. Discuss and take action as appropriate.

Staff Reference: Assistant General Manager, Patricia P. Berge, P.E.

15. CONSTRUCTION CONTRACT CHANGE ORDER NO. 2 AND ENGINEERING SERVICES CONTRACT AMENDMENT NO. 2 FOR THE PERFORMANCE OPTIMIZATION OF THE ACTIVATED SLUDGE SYSTEM PROJECT

It is recommended that the Board of Directors:

1. Approve and authorize the General Manager to issue Contract Change Order No. 2 for \$24,680.01 to Orion Construction Corporation for construction services related to the Performance Optimization of the Activated Sludge System Project;
2. Approve and authorize the General Manager to issue Contract Amendment No. 2 for \$32,795.00 to Kennedy/Jenks Consultants for engineering services related to the Performance Optimization of the Activated Sludge System Project; and
3. Discuss and take action as appropriate.

Staff Reference: General Manager, Michael T. Thornton, P.E.

16. DESIGNATION OF BOARD MEMBERS - GENERAL MANAGER PERFORMANCE SUBCOMMITTEE

It is recommended that the Board of Directors:

1. Discuss and take action as appropriate.

Staff Reference: General Manager, Michael T. Thornton, P.E.

17. **GENERAL MANAGER'S REPORT**

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

18. **GENERAL COUNSEL'S REPORT**

It is recommended that the Board of Directors:

1. Discuss and take action as appropriate.

19. **BOARD MEMBER COMMENTS**

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

20. **CLOSED SESSION**

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".

21. **ADJOURNMENT**

The next regular scheduled San Elijo Joint Powers Authority Board Meeting may be February 9, 2009.

NOTICE:

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

The agenda package and materials related to an agenda item submitted after the packet's distribution to the Board is available for public review in the lobby of the SEJPA Administrative Office during normal business hours. Agendas and minutes are available at www.sejpa.org. The SEJPA Board meetings are held on the second Monday of the month, except August.

AFFIDAVIT OF POSTING

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

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

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

Date: January 7, 2009



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

SAN ELIJO JOINT POWERS AUTHORITY
MINUTES OF THE BOARD MEETING
HELD ON DECEMBER 8, 2008
AT THE
SAN ELIJO WATER RECLAMATION FACILITY

Teresa Barth, Chair

Dave Roberts, Vice Chair

A Meeting of the Board of Directors of the San Elijo Joint Powers Authority (SEJPA) was held Monday, December 8, 2008, at 9:00 a.m., at the San Elijo Water Reclamation Facility at 2695 Manchester Avenue, Cardiff by the Sea, California.

1. CALL TO ORDER

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

2. ROLL CALL

Directors Present:

Teresa Barth
Maggie Houlihan
Dave Roberts
Thomas Campbell

Others Present:

General Manager
Assistant General Manager
Finance Manager
Administrative Assistant
Accounting Tech
Administrative Resources Supervisor

Michael Thornton
Patricia "Tish" Berge
Greg Lewis
Monica Blake
Carrie Cook
Chris Marois

SEJPA Counsel:

Procopio, Cory, Hargreaves & Savitch

Gregory Moser

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

Phil Cotton
Larry Watt
Bill Wilson
Mohammad "Mo" Sammak

3. PLEDGE OF ALLEGIANCE

Dave Roberts led the Pledge of Allegiance.

4. ORAL COMMUNICATIONS

None

5. PRESENTATION OF AWARDS

The General Manager, Michael Thornton, announced to the Board of Directors that Christine Marois, SEJPA Administrative Resources Supervisor, was retiring at the end of December. The General Manager presented an award of appreciation to Ms. Marois for her service and dedication to the agency.

6. CONSENT CALENDAR

Board Member Houlihan requested Item Number 14 in the November 10 minutes be edited to read 'purveyors' as opposed to 'purveyor' in the last sentence. Moved by Board Member Houlihan and seconded by Board Member Campbell to approve the Consent Calendar with unanimous vote of approval.

Consent calendar:

Agenda Item No. 7	Approval of Minutes for the November 10, 2008 Meeting
Agenda Item No. 8	Approval for Payment of Warrants and Monthly Investment Report
Agenda Item No. 9	San Elijo Water Reclamation Facility Treated Effluent Flows – Monthly Report
Agenda Item No. 10	San Elijo Joint Powers Authority Recycled Water Program – Monthly Report

11. ITEMS REMOVED FROM CONSENT CALENDAR

None

12. SAN ELIJO JOINT POWERS AUTHORITY (SEJPA) STRATEGIC PLANNING

The General Manager stated that the Strategic Planning Ad Hoc Committee had completed interviews for the selection of a meeting facilitator and that Goates Consulting Group had been selected. The firm interviewed very well and has local experience with the Leucadia Wastewater District. The General Manager reported that he will develop a scope of work with Goates Consulting Group for the workshop that is planned for early January 2009.

13. APPROVE AMENDMENT NO. 1 TO AGREEMENT BETWEEN SAN ELIJO JOINT POWERS AUTHORITY AND INFRASTRUCTURE ENGINEERING CORPORATION

The General Manager presented an amendment to the original engineering agreement to include analyzing the conversion of underutilized wastewater tanks to serve as recycled water storage and flow equalization for the ocean outfall system. Although the existing tanks are significantly smaller in volume than a reservoir, this approach might provide a cost effective interim solution. The amendment would also include incorporating new and previous work performed on demineralization treatment system location requirements, sizing criteria, and utility layouts into the engineering report. Demineralization treatment is being sought for the recycled water program to improve water quality.

Moved by Vice Chair Roberts and seconded by Board Member Houlihan to approve Amendment No. 1 to agreement between San Elijo Joint Powers Authority and Infrastructure Engineering Corporation for professional engineering services for the San Elijo Water reclamation Facility for \$24,600, bringing the agreement to \$58,972. Motion carried with unanimous vote of approval.

14. GENERAL MANAGER'S REPORT

The General Manager stated that SEJPA is supporting grant funding efforts for the City of Encinitas for constructing a new sanitary sewer pump station to replace the aging Olivenhain Pump Station.

The SEJPA is working with the City of Solana Beach to assess the structural condition of the Fletcher Cove Pump Station. An engineering firm is developing a scope of work and fee for conducting a detailed inspection of the structure and developing a repair strategy.

SEJPA has completed a series of meetings with the Santa Fe Irrigation District (SFID) focusing on connecting new customers along the existing recycled water distribution system within the City of Solana Beach. SFID has contracted with an engineering firm to assist in the assessment of each site to facilitate a timely conversion from potable to recycled water for landscape irrigation.

SEJPA worked with the City of Encinitas on developing a list of capital projects for the San Diego Economic Stimulus Proposal. The goal is to have a group of potential projects that could be ready for construction if funding became available.

The General Manager distributed copies of a letter received from Southern California Coastal Water Research Project (SCCWRP) for SEJPA's \$4,500 contribution towards its "Atmospheric Deposition and Harmful Algal Blooms" project.

The General Manager thanked the San Dieguito Water District for its recent publication that highlighted recycled water use in the community and of the District's partnership with the San Elijo Recycled Water Program.

15. GENERAL COUNSEL'S REPORT

None.

16. BOARD MEMBER COMMENTS

Vice Chair Roberts mentioned that there have been some complaints regarding the noise level at the Eden Gardens Pump Station construction. Roberts inquired if the SEJPA is able to assist with these concerns.

Chair Barth attended the ACWA conference and mentioned the state is working on a new policy on recycled water.

17. CLOSED SESSION

The Board of Directors went into closed session pursuant to Government Code Section 54957 with respect to Public Employee Performance Evaluation at 9:20 a.m., and came out of closed session at 9:30 a.m. with the following motion:


18. GENERAL MANAGER EMPLOYMENT AGREEMENT REVIEW

Moved by Vice Chair Roberts and seconded by Board Member Houlihan to approve Resolution No. 2009-04, entitled "Approving Salary and Terms of Employment for its General Manager" that includes Exhibit A, the General Manager Employment Agreement with edits to the job description that will be carried over to the January 12, 2009 Board of Directors meeting for approval. As outlined in Exhibit A, the General Manager's new salary will be \$154,940 annually and a non-base building bonus of \$5,000 will be given. Motion carried with unanimous vote of approval.

19. ADJOURNMENT

The Board of Directors adjourned at 9:32 a.m. The next Board of Directors meeting will be held on Monday, January 12, 2009.

Respectfully submitted,



Michael T. Thornton, P.E.
General Manager

PAYMENT OF WARRANTS

09-01

31-Dec-08

VENDOR	DESCRIPTION OF EXPENSE	AMOUNT
09-01 WARRANTS		
AG Tech, LLC	Biosolids hauling - November	\$10,910.78
A T & T	Alarm service - December	\$380.94
A T & T / MCI	Phone service - November	\$403.45
Airgas West	Equipment rental - lab	\$201.66
Alliant Insurance Service	Life and disability insurance - December 2008	\$1,685.86
Alliant Insurance Service	Life and disability insurance - January 2009	\$1,526.39
American Backflow Prevention	Membership renewal - S. Carr	\$75.00
Aramark	Uniform service - November	\$376.20
Aramark	Uniform service - December	\$112.36
Air Pollution Control District	Permit - Olivenhain P.S.	\$319.00
Arrowhead	Kitchen and lab supplies - November	\$274.26
Atlas Pumping Service	Grease and scum pumping - November	\$269.93
Atlas Pumping Service	Grease and scum pumping - December	\$809.79
Atlas Pumping Service	Grit and screening	\$742.35
BakerCorp	Tank rental - 10/28/08 - 11/13/08 - water reclamation	\$1,229.00
Bay City Electric	Radiator cap and breaker lugs - plant	\$1,111.25
Berge, Patricia	Expense report - meeting	\$40.65
Berge, Patricia	Expense report - retirement luncheon	\$58.79
Best, Best & Krieger	Review of debt service reserve	\$2,546.17
Blake, Monica	Expense report - mileage and office supplies	\$98.86
Boot World	Safety boots - A. Hoch and R. Chea	\$285.72
Brodings	Battery - pump stations	\$94.75
CASA	Conference - M. Thornton and P. Berge	\$850.00
CWEA	Membership renewal - M. Dietrich, T. Hutchinson	\$264.00
CWEA - TCP	Membership renewal - S. Carr	\$132.00
CWEA - TCP	Certificate renewal - R. Chea	\$71.00
CWEA - TCP	Certificate renewal - M. Dietrich	\$66.00
Calolympic Safety	Safety glasses - lab	\$211.26
Career Track	Seminar - G. Lewis	\$299.00
Coast Waste Management, Inc.	Grit and screening - Cardiff p.s.	\$360.00
Complete Office	Office supplies - November	\$64.01
Complete Office	Office supplies - December	\$129.15
Conocophillips Fleet	Vehicle fuel - November	\$783.39
Cook, Carrie	Expense report - mileage	\$10.63
Cor-o-van Records Mgmt. Inc.	Record storage - November	\$783.39
Covad Communications	T-1 service - December	\$359.00
DMV	Safety records	\$20.00
Edco Waste and Recycling Service	Trash and recycling service - November	\$184.01
Ferrellgas	Propane - plant	\$54.04
Filter Belts	Repair parts - plant	\$879.24
Fisher Scientific	Lab supplies - pipet filler red, dish evap, tube cult	\$787.83
Fox Lawson & Associates, LLC	Job description analysis - Human Resources/Electrical	\$975.00
Golden Bell Product	Granular chlorine and odor control - plant	\$571.08
Golden State Overnight	Shipping - monthly reports	\$54.75
Grainger	Knock out plug - all pump stations	\$234.33
Hoch, Adam	Expense report - CWEA meeting	\$20.00
Hoch, Adam	Expense report - electrical meter permit - Cardiff P.S.	\$452.51
Horizon Health	Employee Assistance Program - December	\$334.40
Horizon Health	Training - effective communication at work	\$275.00
ICI Paints	Paint - plant	\$129.30

PAYMENT OF WARRANTS

09-01

31-Dec-08

VENDOR	DESCRIPTION OF EXPENSE	AMOUNT
Infrastructure Engineering Corp	Flow equalization - water reclamation	\$4,321.10
Infrastructure Engineering Corp	Flow equalization - water reclamation	\$2,495.50
Ingersoll Rand	Valve drain, air filter and oil filter - water reclamation	\$726.90
Ingersoll Rand	Air compressor - water reclamation	\$918.96
Ingersoll Rand	Ultra coolant and valve drain - plant	\$548.58
Jani-King	Janitorial service - December	\$882.64
Jani-King	Janitorial supplies	\$421.86
Kennedy/Jenks Consultants	SEJPA - activated sludge	\$23,578.02
Kennedy/Jenks Consultants	Cardiff pump station electrical	\$2,838.96
Konica	Monthly copier maintenance	\$195.43
Lewis, Greg	Expense report - mileage and office supplies	\$141.49
Lewis, Greg	Expense report - holiday luncheon	\$615.88
MBC	Testing - outfall	\$2,115.54
Mdamele.Ilc	Wonderware software trouble shoot	\$582.50
Marois, Chris	Expense report - holiday social with board members	\$56.91
McMaster-Carr	Pipe - plant	\$126.36
Miramar Truck Center	Vehicle maintenance	\$254.80
NCPA	Membership - G. Lewis	\$60.00
New Pig Corporation	Shop rags - plant	\$264.33
O.M.W.D.	Manchester - 10/08 - 11/10	\$25.02
Olin Corp - Chlor Alkali	Sodium hypochlorite - wtr rec and plant - November	\$4,207.27
One Source Distributors, Inc.	A/C unit for a v.f.d. - Moonlight P.S.	\$3,370.69
Orion Construction Corporation	Energy optimization - November	\$10,800.00
PERS - Health	Health - December	\$10,492.96
PERS - Retirement	Retirement premium - 12/07/08	\$11,734.13
PERS - Retirement	Retirement premium - 12/18/08	\$11,509.89
Pacific Pipeline Supply	Nut and bolt set - plant	\$270.24
Pacific Pipeline Supply	Pipes	\$657.92
Peabody Engineering	Bleach tank - water reclamation	\$16,339.79
Petty Cash	Replenish petty cash	\$150.50
Petty Cash	Replenish petty cash	\$200.52
Polydyne, Inc.	Clarifloc - plant and water reclaim	\$9,219.09
Preferred Benefit	Dental insurance - December	\$1,162.51
Probuild	Repair, shop and field supplies	\$437.56
Procopio,Cory,Hargreaves & Savitch	Legal service - general - November	\$1,388.05
RSF Security Systems	Security service - 12/01/2008 - 02/28/2009	\$1,482.00
RSF Security Systems	Patrol service - December	\$465.00
Rotary	Dues - P. Berge	\$125.00
SCAP	Seminar - P. Berge and M. Thornton	\$60.00
SMPMG	Inoculation - Hep A and B	\$150.00
SWRCB Accounting Office	Permits - waste discharge	\$13,480.00
San Diego Cutting	Break and haul away concrete - Cardiff P.S.	\$4,500.00
San Diego Cutting	Dug and installed 25' x 3 drain pipe	\$1,120.00
San Diego Trophy	Award - C. Marois	\$171.32
San Dieguito Water District	Manchester - 09/29 - 10/29	\$1,737.52
San Dieguito Water District	Manchester - 09/29 - 10/29	\$120.95
San Dieguito Water District	Manchester - 09/29 - 10/29	\$6,294.38
San Dieguito Water District	Manchester - 09/22 - 11/24	\$332.70
San Dieguito Water District	Manchester - S. Coast Highway 101 - 09/22 - 11/24	\$55.44
San Elijo Payroll Account	Payroll - 12/05/08	\$65,816.82
San Elijo Payroll Account	Payroll - 12/18/08	\$71,633.70
Santa Fe Irrigation District	Water service - Lomas Santa Fe Dr. - 09/16 - 11/18	\$1,009.29

PAYMENT OF WARRANTS

09-01

31-Dec-08

VENDOR	DESCRIPTION OF EXPENSE	AMOUNT
Santa Fe Irrigation District	Water service - Valley - 10/30 - 11/26	\$30.25
Serpentix	Repair conveyor belt - biosolids building - plant	\$9,112.52
Siemens	Hydrogen peroxide - plant, Cardiff and Olivenhain P.S.	\$5,628.26
Siemens	Hydrogen peroxide - plant, Cardiff and Olivenhain P.S.	\$7,747.88
Skill Path	Training - M. Blake	\$199.00
Smart & Final	Kitchen supplies	\$197.43
Southern California Fleet	Repair sludge tractor	\$214.00
Society for Human Resource	Membership - G. Lewis	\$145.00
Southwest Valve & Equip.	Wall bracket assembly - plant	\$334.04
Special District Leadership	Reference material	\$218.95
Sprint	Cellular phone service	\$680.38
Stitcheree	Safety vest, shirts and hats	\$680.64
TC Construction	Cardiff pump station	\$897.00
T.S. Industrial	Wacker 4in HD trash pump - all pump stations	\$3,637.45
Target Safety	Online safety training	\$1,000.00
Terminix	Pest control - December	\$81.00
Test America	Lab testing - November	\$796.15
Trussell Technologies, Inc	Analysis treatment process	\$1,740.00
UPS	Shipping	\$46.92
Underground Service Alert	Dig alert - November	\$57.00
VWR International, Inc	Lab supplies - borth, tubes, gloves, weigh boat and bottles	\$2,741.50
Von's	SEJPA board members and staff social	\$149.96
WateReuse	Membership	\$663.00
Zep Sales & Service	Lubricant, big-orange, industrial sprayer - plant	\$186.83
Total 09-01 Warrants:		<u>\$361,758.66</u>

SAN ELIJO JOINT POWERS AUTHORITY
PAYMENT OF WARRANTS SUMMARY

31-Dec-08

PAYMENT OF WARRANTS		\$361,758.66
Reference Number	09-01	

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
Finance Manager/Treasurer

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

31-Dec-08

FUNDS ON DEPOSIT WITH	AMOUNT
LOCAL AGENCY INVESTMENT FUND <i>(SEPTEMBER 2008 YIELD 2.77%)</i>	
SELF INSURANCE RESERVE	\$ 300,000.00
RESTRICTED SRF RESERVE	\$ 630,000.00
UNRESTRICTED DEPOSITS	\$ 4,844,689.67
 CALIFORNIA BANK AND TRUST <i>(SEPTEMBER 2008 YIELD 0.10%)</i>	
REGULAR CHECKING	\$ 13,193.60
PAYROLL CHECKING	\$ 5,000.00
 TOTAL RESOURCES	 \$ 5,792,883.27

SAN ELIJO JOINT POWERS AUTHORITY
MEMORANDUM

January 12, 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 month of November 2008. 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).

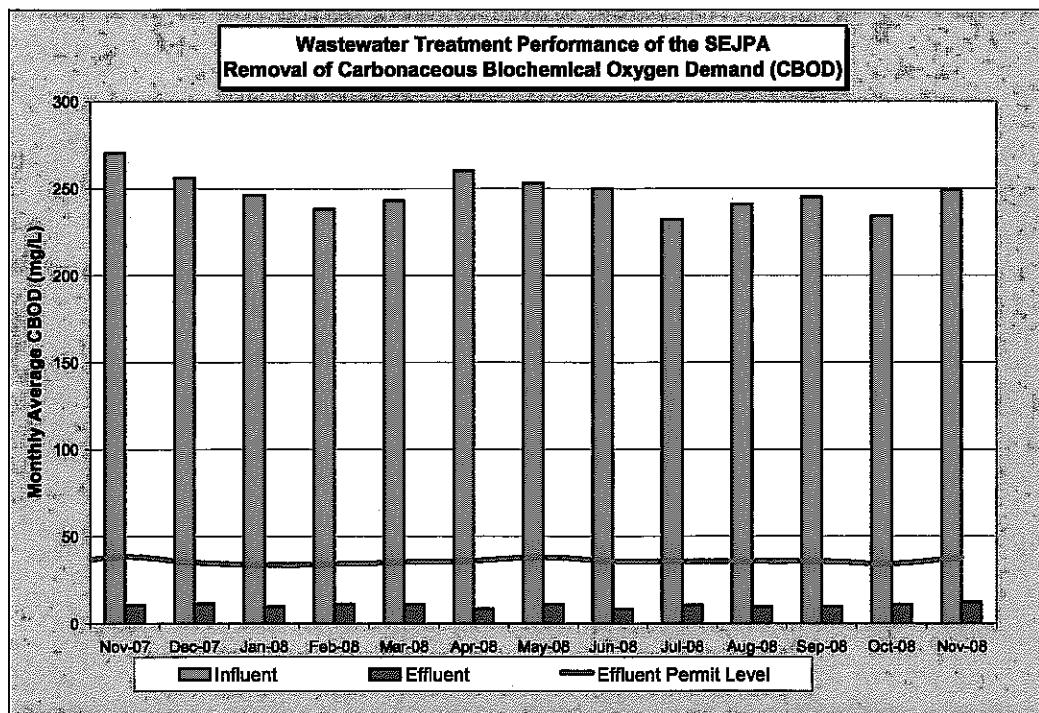


FIGURE 1

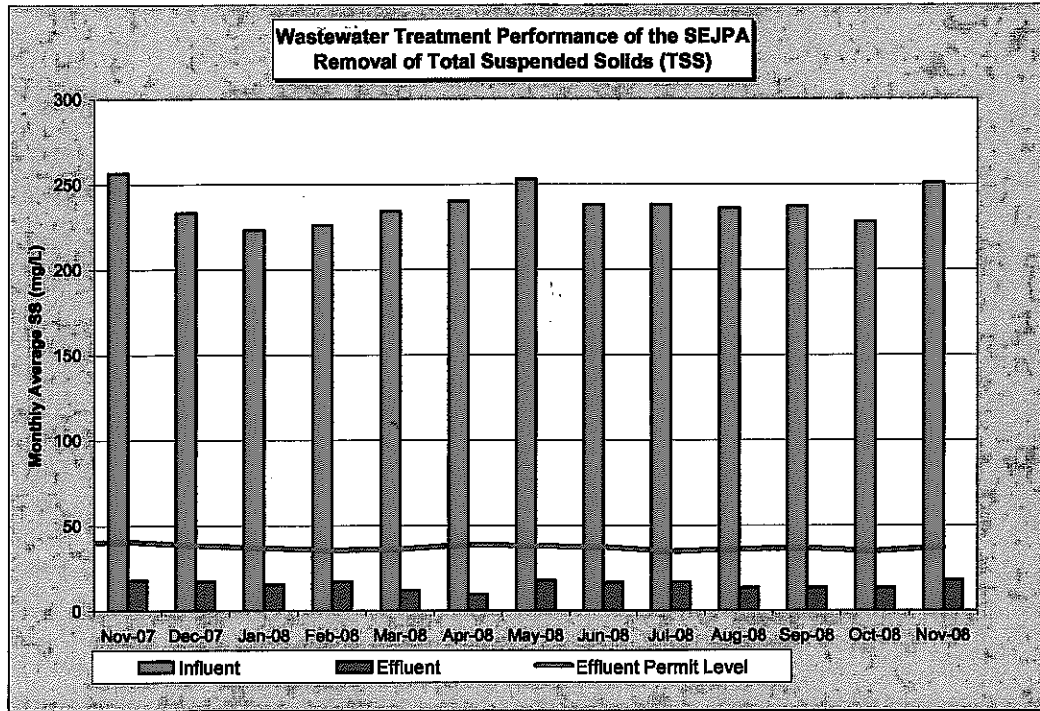


FIGURE 2

Member Agency Flows

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

	November	
	<u>Influent (mgd)</u>	<u>Effluent (mgd)*</u>
Cardiff Sanitary Division	1.511	1.080
City of Solana Beach	1.329	0.950
Rancho Santa Fe SID	<u>0.118</u>	<u>0.084</u>
Total San Elijo WRF Flow	2.958	2.114

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 month of November:


	November (mgd)
Escondido (Average flow rate)	10.3
Escondido (Peak flow rate)	18.1

Connected Equivalent Dwelling Units

The number of EDUs connected for each of the Member Agencies for the month of November is as follows:

	November (EDU)
Cardiff Sanitary Division	8,171
Rancho Santa Fe SID	462
City of Solana Beach	7,428
San Diego (to Solana Beach)	300
Total EDUs to System	16,361

Respectfully submitted,


Michael T. Thornton, P.E.
General Manager

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

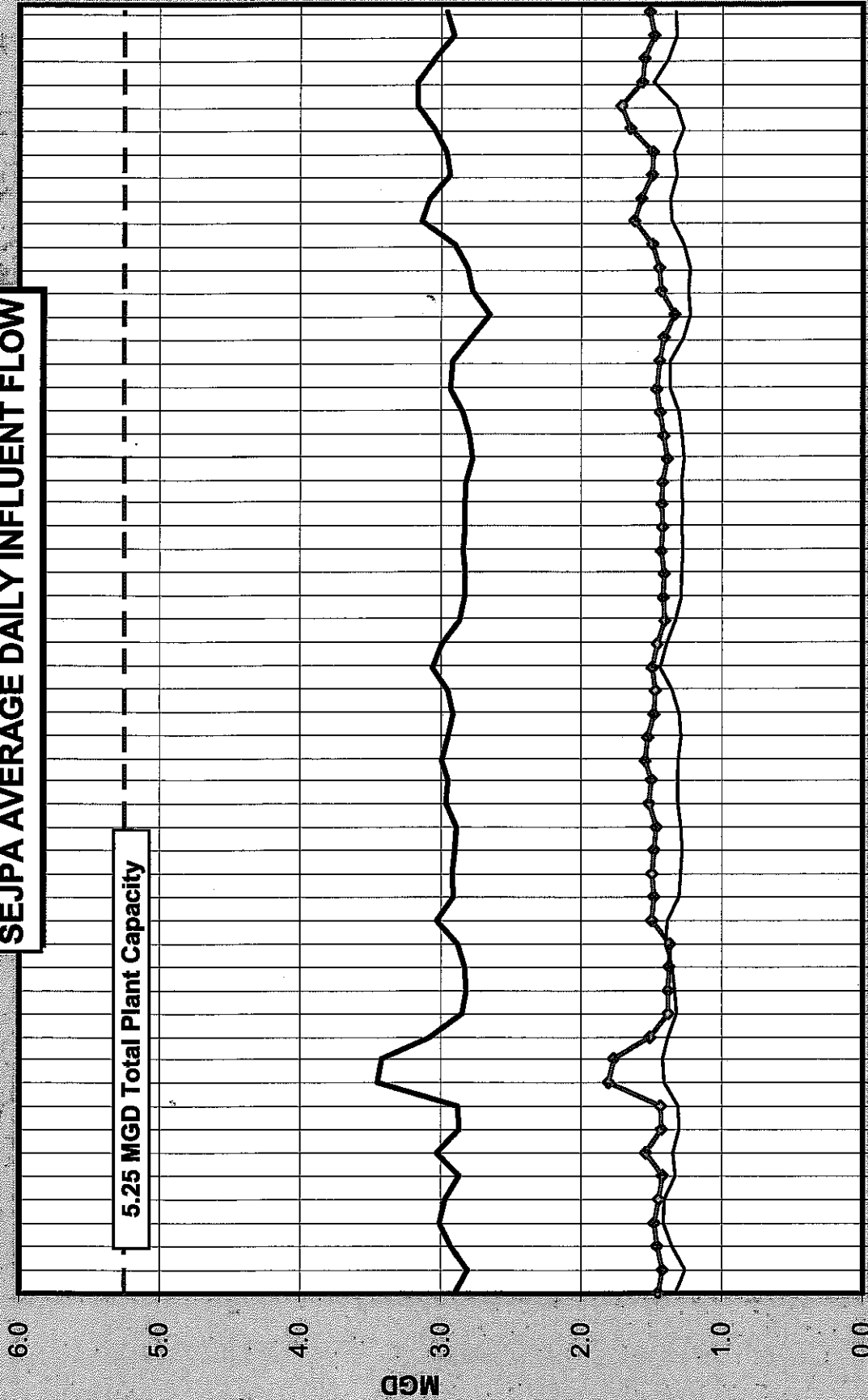
SAN ELIJO WATER RECLAMATION FACILITY MONTHLY REPORT - FLOWS AND EDUS

MONTH	AVERAGE DAILY INFLUENT FLOW RATE (MGD)			AVERAGE DAILY EFFLUENT FLOW RATE (MGD)			CONNECTED EDUs			AVERAGE UNIT INFLUENT FLOW RATE (GALL/EDU/DAY)		
	CSD	RSE/CSD	TOTAL PLANT	CSD	RSE/CSD	TOTAL PLANT	CSD EDUs	RSE/CSD EDUs	TOTAL EDUs	CSD	RSE	TOTAL PLANT
Apr-04	1.450	0.127	1.327	1.261	0.106	1.154	7,910	375	7,659	183	339	173
May-04	1.421	0.127	1.259	0.753	0.667	1.489	7,915	377	7,659	183	337	164
Jun-04	1.458	0.120	1.353	0.684	0.056	0.634	7,917	381	7,659	184	315	177
Jul-04	1.478	0.114	1.414	0.644	0.051	0.616	7,929	383	7,659	186	298	188
Aug-04	1.447	0.116	1.408	0.725	0.057	0.706	7,945	386	7,659	182	301	184
Sep-04	1.420	0.124	1.327	1.038	0.089	0.970	7,961	392	7,659	193	316	179
Oct-04	1.538	0.144	1.346	1.471	0.140	1.287	7,965	395	7,659	189	365	176
Nov-04	1.426	0.131	1.301	1.367	0.138	1.247	7,973	395	7,659	179	370	170
Dec-04	1.433	0.143	1.308	1.459	0.141	1.331	7,976	395	7,659	180	362	171
Jan-05	1.803	0.242	1.409	1.880	0.248	1.469	7,978	396	7,659	226	611	184
Feb-05	1.766	0.229	1.420	1.764	0.234	1.418	7,982	398	7,659	221	575	185
Mar-05	1.509	0.187	1.383	1.625	0.203	1.489	7,988	399	7,659	189	469	181
Apr-05	1.379	0.150	1.320	1.427	0.157	1.388	7,999	403	7,659	173	372	172
May-05	1.381	0.107	1.332	1.525	0.117	1.471	7,993	406	7,659	173	284	174
Jun-05	1.374	0.107	1.349	1.478	0.115	1.451	7,996	409	7,659	172	262	176
Jul-05	1.365	0.115	1.399	1.471	0.125	1.508	8,016	409	7,659	170	281	179
Aug-05	1.494	0.149	1.385	1.515	0.154	1.404	8,020	410	7,659	186	363	183
Sep-05	1.479	0.131	1.302	1.484	0.129	1.308	8,023	416	7,659	184	315	170
Oct-05	1.493	0.134	1.290	1.593	0.146	1.376	8,033	418	7,659	186	321	168
Nov-05	1.480	0.142	1.280	1.485	0.140	1.284	8,034	420	7,659	184	338	167
Dec-05	1.463	0.143	1.288	1.456	0.138	1.282	8,040	421	7,659	182	340	168
Jan-06	1.515	0.139	1.310	1.410	0.129	1.219	8,044	423	7,659	188	329	171
Feb-06	1.499	0.139	1.313	1.268	0.118	1.111	8,044	424	7,659	192	340	171
Mar-06	1.542	0.144	1.309	1.475	0.137	1.252	8,044	424	7,659	182	340	171
Apr-06	1.523	0.139	1.288	1.400	0.128	1.184	8,044	424	7,659	186	328	167
May-06	1.480	0.134	1.299	0.979	0.089	0.859	8,066	429	7,728	183	312	168
Jun-06	1.471	0.130	1.350	0.762	0.068	0.699	8,080	430	7,728	182	302	175
Jul-06	1.490	0.135	1.438	0.719	0.065	0.693	8,087	431	7,728	184	313	186
Aug-06	1.456	0.144	1.392	0.748	0.074	0.715	8,088	432	7,728	180	333	180
Sep-06	1.403	0.138	1.327	0.744	0.074	0.720	8,092	432	7,728	172	319	176
Oct-06	1.414	0.132	1.286	0.943	0.088	0.857	8,092	432	7,728	175	306	166
Nov-06	1.408	0.135	1.284	1.100	0.105	1.003	8,094	434	7,728	174	311	174
Dec-06	1.429	0.138	1.275	1.296	0.126	1.156	8,099	436	7,728	176	317	165
Jan-07	1.419	0.128	1.282	1.205	0.109	1.089	8,100	441	7,728	175	290	166
Feb-07	1.425	0.129	1.277	1.284	0.116	1.150	8,106	441	7,728	175	291	165
Mar-07	1.421	0.118	1.285	1.014	0.085	0.917	8,112	444	7,728	175	266	166
Apr-07	1.386	0.122	1.267	0.868	0.076	0.794	8,115	447	7,728	174	273	164
May-07	1.411	0.106	1.281	0.763	0.058	0.693	8,116	448	7,728	174	237	166
Jun-07	1.438	0.104	1.304	0.697	0.051	0.632	8,117	449	7,728	177	232	169
Jul-07	1.461	0.109	1.364	0.657	0.049	0.613	8,119	450	7,728	180	242	177
Aug-07	1.442	0.110	1.365	0.571	0.044	0.541	8,120	450	7,728	178	244	177
Sep-07	1.410	0.107	1.270	0.596	0.046	0.537	8,124	452	7,728	174	237	164
Oct-07	1.335	0.096	1.222	0.777	0.056	0.712	8,124	452	7,728	164	213	158
Nov-07	1.430	0.113	1.235	1.122	0.088	0.969	8,138	453	7,728	176	250	170
Dec-07	1.443	0.143	1.225	1.380	0.137	1.171	8,144	453	7,728	177	250	169
Jan-08	1.491	0.144	1.268	1.488	0.144	1.266	8,146	454	7,728	183	318	184
Feb-08	1.620	0.162	1.355	1.499	0.150	1.254	8,150	456	7,728	189	356	175
Mar-08	1.569	0.149	1.365	1.261	0.119	1.097	8,151	456	7,728	192	326	177
Apr-08	1.493	0.125	1.318	1.154	0.097	1.019	8,151	456	7,728	183	274	171
May-08	1.487	0.136	1.339	0.755	0.069	0.680	8,153	456	7,728	182	299	173
Jun-08	1.649	0.131	1.270	0.647	0.052	0.498	8,161	456	7,728	202	288	164
Jul-08	1.713	0.131	1.324	0.722	0.055	0.568	8,163	456	7,728	210	274	194
Aug-08	1.562	0.125	1.483	0.608	0.048	0.577	8,165	457	7,728	191	274	192
Sep-08	1.547	0.121	1.378	0.813	0.064	0.724	8,167	459	7,728	189	264	178
Oct-08	1.478	0.111	1.319	0.671	0.051	0.599	8,170	460	7,728	181	242	171
Nov-08	1.511	0.118	1.329	1.080	0.084	0.950	8,171	462	7,728	185	256	172
Dec-08			2.958	2.114						16,361		181

CSD: Carrizo Sanitary Division
RSE/CSD: Ranch Santa Fe Community Services District
SB: Bolana Branch
EDU: Equivalent Dwelling Unit

ASSUMPTIONS: SB average flow includes San Elijo Mills flow of .151 mgd
SB Connected EDUs includes 300 EDUs for the City of San Diego

SEJPA AVERAGE DAILY INFLUENT FLOW



Apr-04
May-04
Jun-04
Jul-04
Aug-04
Sep-04
Oct-04
Nov-04
Dec-04
Jan-05
Feb-05
Mar-05
Apr-05
May-05
Jun-05
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Apr-08
May-08
Jun-08
Jul-08
Aug-08
Sep-08
Oct-08
Nov-08

— TOTAL PLANT - - - PLANT DESIGN CAPACITY —◆— SB

SAN ELIJO JOINT POWERS AUTHORITY
MEMORANDUM

January 12, 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 November 2008, recycled water demand was 72.22 acre-feet (AF), which was met using 72.22 AF of recycled water and 0.00 AF of supplementation with potable water.

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 and this is typically a function of weather. For example, Fiscal Year 2003-04 was an unusually dry year, which resulted in increased recycled water demand and Fiscal Year 2004-05 was an unusually wet year, which resulted in lower recycled water demand.

For the first five months of FY 2008-09, recycled water demand totaled 709 AF, which is slightly more than the demand for the same period one year ago.

Respectfully submitted,



Michael T. Thornton, P.E.
General Manager

MONTHLY RECYCLED WATER DEMAND

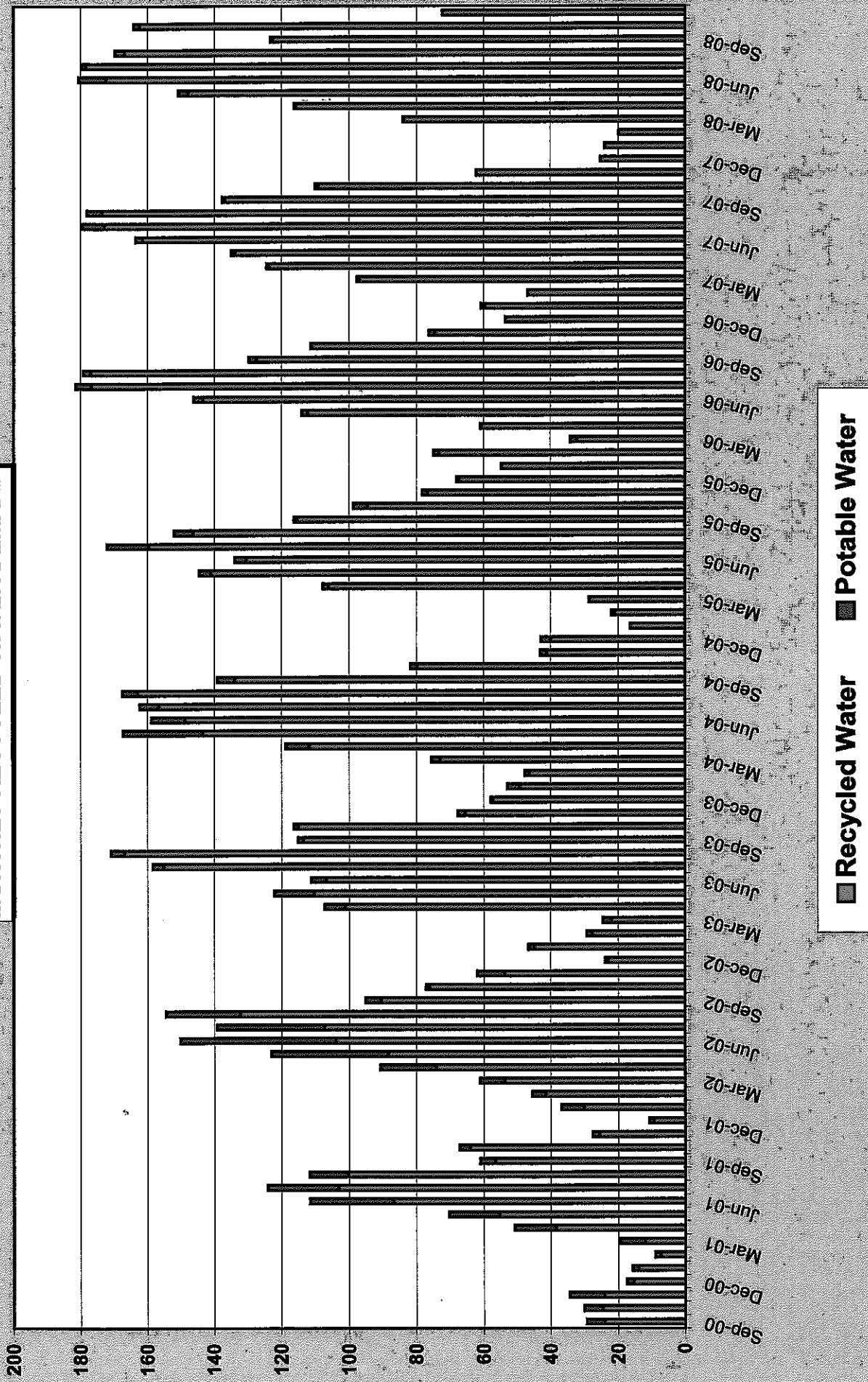


Figure 1

ANNUAL RECYCLED WATER DEMAND

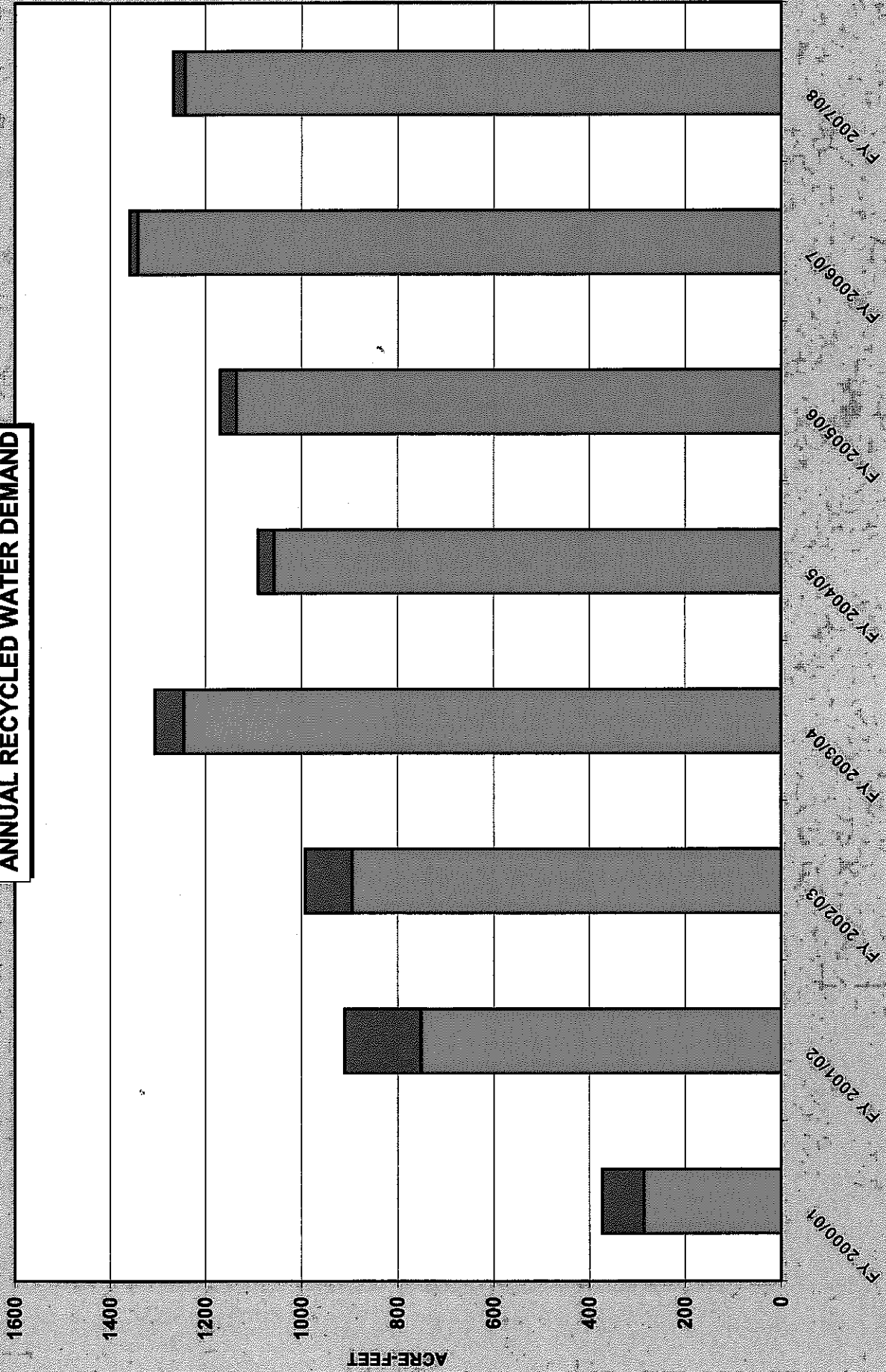


Figure 2

SAN ELIJO JOINT POWERS AUTHORITY
MEMORANDUM

January 12, 2009

TO: Board of Directors
San Elijo Joint Powers Authority

FROM: General Manager

SUBJECT: PROPOSED IMPLEMENTATION PLAN FOR EMPLOYEE INCENTIVE
PROGRAM IN ACCORDANCE WITH AMENDED RESOLUTION 2008-06

RECOMMENDATION

1. Approve Incentive Program Implementation Plan; and
2. Take other action as appropriate.

BACKGROUND

On June 9, 2008, the San Elijo Joint Powers Authority (SEJPA) Board of Directors approved Amended Resolution No. 2008-06, *A Resolution Adopting Salary and Benefits for Fiscal Year 2008-09 and 2009-10*. Resolution 2008-06 includes an Employee Recognition Program designed to provide an opportunity for the SEJPA to recognize employees for individual achievements and agency successes.

DISCUSSION

The Employee Recognition Program includes awards for organizational performance in the areas of environmental performance, safety, and industry recognition. Based on performance for the period January 1, 2008 to December 31, 2008, the SEJPA has achieved the following performance goals:

- o 3,310 days, or 8.6 years, without a lost-day injury
- o No spills at pump stations operated by the SEJPA
- o No violations of the SEJPA's NPDES outfall permit


The resolution identifies that organizational awards apply to all employees employed on the date of award. The resolution, however, does not clarify how the award should be applied to employees serving the agency for a period of time less than the full award performance period.

Management recommends clarifying the program by approving an Incentive Program Implementation Plan. The recommended implementation plan requires that the employee be employed on the date the award is received and that the award is prorated based on the number of months worked in the award winning year. For example, if a new employee was hired in the last month of an award winning year, the employee is eligible for 1/12th or 8.3% of the award amount.

It is therefore recommended that the Board of Directors:

1. Approve Incentive Program Implementation Plan; and
2. Take other action as appropriate.

Respectfully submitted,



Michael T. Thornton, P.E.
General Manager

Attachment: Amended Resolution 2008-06

ATTACHMENT

**AMENDED
RESOLUTION NO. 2008-06**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF
THE SAN ELIJO JOINT POWERS AUTHORITY
ADOPTING SALARY AND BENEFITS
FOR FISCAL YEARS 2008-09 AND 2009-10**

Whereas, since July 1, 1995, the San Elijo Joint Powers Authority (SEJPA) has assumed the administrative functions associated with becoming the direct employer of the individuals working at the San Elijo Water Reclamation Facility; and

Whereas, the Board of Directors has appointed an Ad Hoc Committee of the Board to act as a Labor Relations committee; and

Whereas; the General Manager, Assistant General Manager and the Labor Relations Ad Hoc Committee have reviewed salary and benefit data of comparable service agencies; and

Whereas; the General Manager and Assistant General Manager of the SEJPA have met and conferred in good faith with agency personnel regarding compensation and benefits; and

Whereas; the Employees (Employees) of the SEJPA are a valuable and important part of the organization of the SEJPA and have had the opportunity to meet in the informal input process with the designated SEJPA representatives, the General Manager and Assistant General Manager, on compensation, benefits, and other terms and conditions of employment; and

Whereas, the Board of Directors of the SEJPA is desirous of formally establishing the salary, benefits, and other terms and conditions of employment for Employees for the 2008-09, and 2009-10; and

Now, therefore, be it resolved by the Board of Directors of the SEJPA that the salary, benefits, and other terms and conditions of employment for the employees set forth below are hereby adopted and established as those of the SEJPA, shall remain in effect until further action by the SEJPA Board of Directors, and the San Elijo Joint Powers Authority Employee Handbook be updated as deemed necessary by the General Manager to incorporate these provisions.

SECTION I GENERAL

The provisions of this resolution shall commence on July 1, 2008 and terminate on June 30, 2010.

SECTION II BENEFITS

A. Vacation Leave

Employees accrue vacation leave as follows:

Vacation Increment	Hours of Vacation Leave	Bi-Weekly Accrual Rate	Maximum Accumulation
0-5 years	104	4.00 hours	208 hours
5-10 years	128	4.92 hours	256 hours
10-15 years	152	5.85 hours	304 hours
15+ years	184	7.08 hours	368 hours

Vacation leave for part-time employees is prorated based on the number of hours worked, i.e. an employee who works 30 hours per week would accrue vacation leave at a rate of 75 percent of that rate at which a regular full-time employee accrues vacation leave.

Employees are entitled to accrue vacation leave up to a maximum amount equal to twice the employees' annual accrual rate ("Maximum Accumulation"), after which accrual ceases until the balance of maximum accrued hours falls below the Maximum Accumulation. Upon separation of employment with the SEJPA, accrued vacation benefits that have not been used will be paid to the employee.

Conversion of Vacation Leave to Cash Option I

Annually, on December 1st of each year, an employee may elect to cash-out vacation hours in excess of 72 hours, provided that the employee has used at least 72 hours of vacation time within the previous 12 months. The maximum allowable hours to be cashed-out are equal to the employee's one-year accrual rate. The pay rate will be the employee's hourly wage at the time of the cash-out. Cash-out will be paid on a quarterly basis by the last payday of April, July, October, and January. The election to cash-out vacation hours may not be revoked or modified.

Conversion of Vacation Leave to Cash Option II

An employee may elect to cash-out vacation hours in excess of 72 hours at any time, provided that the employee has used at least 72 hours of vacation time within the previous 12 months, however, the pay rate will be 90 percent of the employee's hourly wage at the time of the cash-out.

Options I and II are both available to employees provided that the employee has accumulated sufficient vacation hours to exercise an option.

B. Holidays

Employees of the San Elijo Joint Powers Authority (SEJPA) receive twelve paid holidays each fiscal year: ten fixed holidays and two floating holidays. Floating holidays for employees hired after the start of the fiscal year are prorated based upon the date of hire. Employees are entitled to pay that is equal to the employee's regularly scheduled hours on any given holiday.

Fixed holidays include:

1. New Year's Day, January 1
2. Martin Luther King, Jr., Third Monday in January
3. President's Day, Third Monday in February
4. Memorial Day, Last Monday in May
5. Independence Day, July 4
6. Labor Day, First Monday in September
7. Veteran's Day, November 11
8. Thanksgiving Day, Fourth Thursday in November
9. Day after Thanksgiving
10. Christmas Day, December 25

C. Sick Leave

Employees accrue sick leave at a rate of eight hours per month accumulated on a bi-weekly basis. The benefit accrual rate for part-time employees will be prorated based on the number of hours worked per week. Sick Leave benefits may be accrued up to a maximum of 1,000 hours after which accrual ceases unless the balance of maximum accrued hours falls below the maximum accrual rate. Except where the law provides otherwise, sick leave benefits may be used only in the case of actual illness or injury of an employee or the employee's spouse, parent, child, domestic partner or child of a domestic partner.

Employees who have accumulated more than 176 hours of sick leave may elect to be paid for any sick leave in excess of 176 hours. The pay rate will be 50 percent of the employee's hourly wage at the time of the cash-out.

Employees who are not terminated for cause and have given the SEJPA fourteen calendar days (beginning on the date the notice is received by the SEJPA) written notice shall be paid for 50 percent (50%) of their accumulated sick leave. Sick leave pay will be calculated based on the employee's rate of pay at the time of the cash-out.

D. Bereavement Leave

Employees may receive three days off with pay for bereavement of an individual who is a member of the employee's immediate family. Upon approval by the General Manager, additional sick leave may be used to supplement the bereavement leave so that a maximum of five days off may be taken in the event of a death of an immediate family member.

Employees may receive one paid full day off to attend the funeral of a relative who is not a member of the employee's immediate family.

Employees may receive four paid hours off to attend the funeral of a friend.

E. Administrative Leave

Exempt employees are exempt from overtime provisions of the Fair Labor Standards Act. In lieu of compensating time off, these employees shall be entitled to take up to five (5) days of administrative leave annually. This leave must be taken in increments of not less than half a day.

F. Health, Dental Insurance and Vision Care Plan

Employees and their dependents are provided a group dental and vision care plan (vision care plan effective calendar year 2009); the employer's contribution for premiums for vision and dental plans shall be an amount each year that is the average of the plans being offered, at the appropriate tier (single, double and family). Eligibility for dental and vision insurance will begin the first of the month following thirty (30) days of employment.

Employees and their dependents are provided with group health insurance coverage under the CalPERS PEMCHA program. Effective July 1, 2008, the employer's contribution for each employee shall be an amount each year that is the average of all health plans CalPERS makes available to the SEJPA, excluding the CalPERS Care Plan, at the appropriate tier (single, double and family). The

employee will pay for any premium cost for coverage that exceeds the average mentioned above. Eligibility for health coverage will begin the first of the month following thirty (30) days of employment.

Employees who meet the applicable eligibility requirements established by the SEJPA shall be provided health, dental and vision insurance for themselves and their dependents, upon request. Flexible contributions allocated to part-time employees are prorated based on the number of hours worked, i.e. an employee who works 30 hours per week would receive 75 percent of the maximum annual contribution.

In lieu of health insurance coverage, eligible employees may elect to receive compensation of twenty-five percent (25%) of the single employee benefit in addition to their regular pay. Employees must show current proof of health insurance coverage under another plan outside of the SEJPA and may be required to periodically show proof upon request. Requests for compensation in lieu of health insurance coverage should be in writing and are subject to review and approval of the General Manager.

Employees hired before July 1, 2008, shall receive a minimum annual contribution of \$8,870 with maximum cash out of \$6,530.

G. Health Care Reimbursement

Employees shall be able to designate dollars for eligible medical, dental, and vision reimbursement. Employees may supplement Plan contributions with tax-exempt dollars through voluntary payroll deduction. Each employee shall assume responsibility for any income tax obligations resulting from participation in the health care reimbursement program.

H. Dependent Care Reimbursement

Employees shall be able to designate dollars for eligible dependent care reimbursement. Employees may supplement Plan contributions with tax-exempt dollars through voluntary payroll deduction. Each employee shall assume responsibility for any income tax obligations resulting from participation in the dependent care reimbursement program.

I. Life and Disability Insurance

The SEJPA provides for its employees life insurance equal to the employee's annual salary. Each employee shall assume responsibility for any income tax obligations resulting from the payment of insurance premiums.

The SEJPA provides for its employees short-term and long-term disability insurances. Each employee shall assume responsibility for any income tax obligations resulting from the payment of insurance premiums and disability compensation received from the disability insurance provider

J. Retirement

The SEJPA shall participate in the California Public Employees' Retirement System (CalPERS) program based on Section 21354.5 and 220042, 2.5% at 55 Full Formula, One-Year Final Compensation for active SEJPA miscellaneous members effective July 1, 2008.

Effective the first pay date of each fiscal year, the employees will contribute a percentage of the SEJPA's employee rate of contribution through payroll deduction and the SEJPA will contribute a percentage of the employee contribution rate in addition to the employer contribution as outlined below.

CalPERS Employee Rate	FY 2008-09	FY 2009-10
Employee Contribution	2.5%	3.2%
SEJPA Contribution	5.5%	4.8%

K. Deferred Compensation Plan

Where the employee voluntarily participates in the SEJPA's deferred compensation plan, the SEJPA shall contribute an equal amount on a matching basis up to four percent (4.0%) of the employee's annual base salary.

L. Uniforms and Safety Equipment

The SEJPA shall provide all laboratory, operations and maintenance employees with uniforms to be worn while on duty and the necessary personal protective equipment as required for their duties. The SEJPA shall provide employees, upon date of hire and yearly thereafter, up to a maximum amount of \$150 to purchase safety shoes/boots required of their position.

M. Tuition Reimbursement

The SEJPA will reimburse approved tuition fees and education material costs expended by employees for successfully completed courses up to \$500 for any one course, and up to a maximum of \$2,000 per employee per fiscal year.

SECTION III. COMPENSATION

A. Employee Compensation

Employees, except the General Manager, shall receive compensation in accordance with the adjusted ranges in the Class and Compensation Schedule. Any employee whose current salary falls below the minimum salary for the new range will be adjusted to a new salary, which is at least the minimum of the new range, effective July 3, 2008.

B. Salary Adjustments

Effective the first pay date in July of each fiscal year, each employee's salary and the Class and Compensation Schedule for all personnel classifications shall be increased by the previous three-year average of the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) for San Diego, not to exceed four percent (4%). The General Manager's salary is excluded from this adjustment as the Board reviews it annually.

The classification and compensation index for Fiscal Year 2008-09 will be as shown on Exhibit A.

SEJPA and its employees acknowledge and agree that during the term of this agreement the SEJPA may implement decisions within its discretion related to implementation of its on-going assessment of the competitiveness of the SEJPA. This means that job classifications and their respective job descriptions may be revised, added or deleted; work and shift hours may be revised; new or revised automation; and new or revised procedures may be implemented. The SEJPA invites employees to provide input on these decisions if they result in a modification of any express provision of the SEJPA's policies and procedures

C. Working Out of Position Specification

Occasionally, an employee is required by the General Manager to assume an "acting" position that is outside his/her job specification. This policy is intended to provide the employee with additional compensation based upon the newly assumed duties.

An employee designated as "acting" by the General Manager, will assume the acting title and associated base salary for the position that he/she is assuming. This title and compensation will continue throughout the duration of the acting period. The General Manager can designate a rate of pay within the range of the assumed position. Under no circumstance will the employee's increased salary exceed the top of the assumed position range.

The needs of the SEJPA will prevail in determining the length of time for which the employee assumes the acting position.

This provision does not apply to the General Manager.

D. Shift Differential

The SEJPA shall pay non-exempt operations and maintenance employees a shift differential of \$1.50 per hour in addition to their base rate of pay for hours assigned to a work shift other than the day shift.

E. Standby Duty

Non-exempt operations and maintenance employees are required to be on standby to respond to emergency situations. Non-exempt operations and maintenance employees on standby are compensated at one hour of their regular hourly rate of pay per day.

F. Call Out

The SEJPA shall compensate, at the rate of time and one-half their regular rate of pay, non-exempt employees who are unexpectedly ordered to report back to duty to perform necessary work following completion of the non-exempt employee's workweek or work-shift and their departure from the site. Non-exempt employees called back under this condition shall receive a minimum of two hours compensation. Call outs on holidays, weekdays or weekends after midnight and before the start of the non-exempt employee's regular shift are compensated at a rate of two times the non-exempt employee's regular hourly rate.

G. Meal Allowance

The SEJPA shall reimburse non-exempt employees a maximum of \$12.00 per meal for food and non-alcoholic beverages when the non-exempt employee is unexpectedly ordered to work due to an emergency for at least two hours overtime beyond the standard work shift.

H. Incentive Program

The Employee Recognition Program is designed to provide an opportunity for the SEJPA to recognize dedicated and loyal employees who contribute to its success.

1. Professional and Technical Achievement

Recognizes employees for their individual accomplishments in the area of work related professional development such as education or technical certification or recognition by a work related professional organization, payable within 45 days of receiving certification or education.

Industry Awards and Professional Certifications - \$500

Associates Degree - \$1,000, Bachelors Degree - \$1,500, Masters Degree - \$2,000

2. Organizational Performance Achievements

Recognizes employees for SEJPA accomplishments related to environmental performance, safety and industry recognition.

Environmental Performance

- Region 9 Regional Water Quality Control Board Performance
 - No more than 5 violations of NPDES requirements - \$250
 - 100% compliance with NPDES requirements - \$1,000
 - 100% compliance with NPDES requirements for 5 consecutive years - \$2,000
- Environmental Performance at Pump Stations
 - No reportable spills from pump stations - \$250
- Period of Performance
 - For FY2008-09, the period of performance will be January 1, 2008 to December 31, 2008, payable in January 2009.
 - For FY2009-10, the period of performance will be January 1, 2009 to December 31, 2009, payable in January 2010.

Safety – Years without a lost-day injury based upon the following schedule.

- 1 year - \$250, 2 years - \$375, 3-4 years - \$500, 5-9 years - \$750, 10-14 years - \$1,000
- As of May 19, 2008, SEJPA employees have had 2,904 continuous days without a lost-day injury. Provided that such performance continues through July 1, 2008, SEJPA shall consider this period in calculating the achievement award due under this schedule. For the purposes of this resolution, the period of time without a lost-day injury shall be calculated from the last date on which a lost-day occurred due to an injury, through December 31 each year, and payable in January.

Industry Awards – Industry organizations may include, but not limited to, American Society of Civil Engineers (ASCE), California Water Environment Association (CWEA), WaterReuse, California Association of Sanitary Agencies (CASA), California Sanitary Risk Management Authority (CSRMA), and Water Environment Federation (WEF), payable within 45 days of receiving award.

- Local Award – 1st place - \$150
- State Award – Honorable Mention, Second, or Third Place - \$200, First Place - \$300

All organizational awards apply to each and every employee employed on the date of award.

Terms and Conditions of Employment

All other terms and conditions of employment are specified in the SEJPA's Employee Handbook.

Competitiveness Assessment Decision

The SEJPA will perform a Classification and Compensation Study and will adjust ranges again January 2010 as appropriate in accordance with the recommendations of the General Manager.

Passed and Adopted by the Board of Directors of the SEJPA this 9th day of June, 2008
by the following vote:

AYES: Directors: Barth, Campbell, Houlihan

NOES: Directors: None

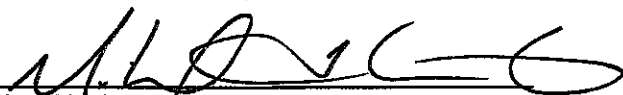
ABSENT: Directors: Roberts

ABSTAIN: Directors: None



Teresa Barth, Chair
SEJPA Board of Directors

Attest:



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

SAN ELIJO JOINT POWERS AUTHORITY
CLASSIFICATION AND COMPENSATION INDEX
 FISCAL YEAR 2008-09

	Full-Time Equivalent (FTE)	Compensation	
		Min. Monthly	Max. Monthly
Accounting Technician	1	\$3,696	\$5,200
Administrative Assistant	1	\$3,332	\$4,689
Administrative Resources Supervisor	1	\$5,973	\$8,405
Assistant General Manager	1	\$8,301	\$11,680
Associate Engineer	1	\$5,525	\$7,775
Electrical/Instrumentations Tech	1	\$5,211	\$7,333
Finance Manager	1	\$7,164	\$10,081
General Manager	1	Under Contract	
Laboratory Series	2		
<i>Laboratory Analyst I</i>		\$3,925	\$5,522
<i>Laboratory Analyst II</i>		\$4,436	\$6,242
<i>Senior Laboratory Analyst</i>		\$5,108	\$7,187
Mechanic Series	3		
<i>Mechanic I</i>		\$3,927	\$5,526
<i>Mechanic II</i>		\$4,516	\$6,355
<i>Senior Mechanic</i>		\$5,194	\$7,308
Wastewater Treatment Operator Series	4		
<i>Operator-In-Training</i>		\$3,415	\$4,805
<i>Operator I</i>		\$3,927	\$5,526
<i>Operator II</i>		\$4,516	\$6,355
Lead Operator	2	\$5,194	\$7,308
Operations Supervisor	1	\$5,973	\$8,405
Chief Plant Operator	1	\$6,869	\$9,665
Water Reclamation Supervisor	1	\$5,973	\$8,405

SAN ELIJO JOINT POWERS AUTHORITY
MEMORANDUM

January 12, 2009

TO: Board of Directors
San Elijo Joint Powers Authority

FROM: General Manager

SUBJECT: ELECTION OF OFFICERS AND SCHEDULE OF BOARD MEETINGS

RECOMMENDATION

It is recommended that the Board of Directors:

1. Discuss and take action as appropriate.

DISCUSSION

The Member Agencies have assigned their representatives to the SEJPA Board. The SEJPA Board must now confirm the officers for the San Elijo Joint Powers Authority for 2009. The monthly meeting dates have been set generally as the second Monday of each month, with no meeting in August. The proposed listing of scheduled meetings for 2009 is attached.

It is therefore recommended that the Board of Directors:

1. Discuss and take action as appropriate.

Respectfully submitted,



Michael T. Thornton, P.E.
General Manager

Attachment: Proposed 2009 Board Meeting Dates

ATTACHMENT

**San Elijo Joint Powers Authority
Board of Directors**

2009 Board Meeting Dates

January 12
February 9
March 9
April 13
May 11
June 8
July 13
August – No Meeting
September 14
October 12
November 9
December 14



SAN ELIJO JOINT POWERS AUTHORITY
MEMORANDUM

January 12, 2009

TO: Board of Directors
San Elijo Joint Powers Authority

FROM: Assistant General Manager

SUBJECT: ADMINISTRATIVE STAFFING CLASSIFICATION

RECOMMENDATION

It is recommended that the Board of Directors:

1. Eliminate the Administrative Resources Supervisor position;
2. Create the Human Resource Administrator position; and
3. Discuss and take action as appropriate.

BACKGROUND

As the result of a planned retirement, the Administrative Resources Supervisor position became vacant in December. This position administers the human resource, safety, and training programs; is a supervisory position with one direct report; and requires 5 years of experience with a Bachelor's degree or equivalent. The current salary range for this non-exempt hourly position is \$71,676 – \$100,860 annually.

DISCUSSION

In preparation for recruitment and to assist in critically analyzing the position and salary range, management hired Fox Lawson & Associates (FLA), a firm specializing in human resources development and employee compensation for government. FLA reviewed the job description and salary range and provided input on both.

Based on the information provided by FLA, an analysis of comparable positions at other special districts, and a review of similar positions at the member agencies, management proposes the elimination of the Administrative Resources Supervisor position and the creation of a Human Resources Administrator position. The Human Resources Administrator position would be a non-supervisory position that would be responsible for human resources, safety, and training functions for the SEJPA.


FISCAL IMPACT

The proposed annual salary for the non-supervisory Human Resources Administrator position is \$54,646 – \$76,893, which is \$23,967 lower than the current approved top-of-range for the Administrative Resources Supervisor position.

It is therefore recommended that the Board of Directors:

1. Eliminate the Administrative Resources Supervisor position;
2. Create the Human Resource Administrator position; and
3. Discuss and take action as appropriate.

Respectfully submitted,



Patricia P. Berge, P.E.
Assistant General Manager

**SAN ELIJO JOINT POWERS AUTHORITY
MEMORANDUM**

January 12, 2009

**TO: Board of Directors
San Elijo Joint Powers Authority**

FROM: General Manager

**SUBJECT: CONSTRUCTION CONTRACT CHANGE ORDER NO. 2 AND ENGINEERING
SERVICES CONTRACT AMENDMENT NO. 2 FOR THE PERFORMANCE
OPTIMIZATION OF THE ACTIVATED SLUDGE SYSTEM PROJECT**

RECOMMENDATION

It is recommended that the Board of Directors:

1. Approve and authorize the General Manager to issue Contract Change Order No. 2 for \$24,680.01 to Orion Construction Corporation for construction services related to the Performance Optimization of the Activated Sludge System Project;
2. Approve and authorize the General Manager to issue Contract Amendment No. 2 for \$32,795.00 to Kennedy/Jenks Consultants for engineering services related to the Performance Optimization of the Activated Sludge System Project; and
3. Discuss and take action, as appropriate.

BACKGROUND

The Performance Optimization of the Activated Sludge System Project was designed to improve the energy efficiency and operational control of the treatment process at the San Elijo Water Reclamation Facility. Energy savings of this project are estimated to be on the order of 800,000 kilowatt hours (KWH) per year. Operational improvements are expected to increase control of the biological treatment process, especially for managing filamentous microorganisms which have been a prevalent treatment nuisance. In addition, the project also included repairing damaged concrete and to replace the failing protective coating system in the primary effluent channels. The approved project budget is \$1,819,000.

DISCUSSION

The construction contract of the Performance Optimization of the Activated Sludge System Project was awarded to Orion Construction Corporation on February 14, 2008. Kennedy/Jenks Consultants is the engineer of record for the project and is providing construction management services. Construction has been completed and the project has now moved into the startup phase. Additional construction work outside of the original contract scope was encountered and is listed as Contract Change Order No. 2 to Orion Construction Corporation for construction services related to the Performance Optimization of the Activated Sludge System Project. This additional work includes the following elements:

1. Time and materials cost to repair Parshall flume in the Primary Effluent Channel, per T&M report. **(\$842.55)**
2. Provide and install 2-1/2" x 2-1/2" x 1" 316 stainless steel spacer blocks for Type 2 Baffles (as defined in the Contract Documents) in Aeration Basins 2 & 3 at every bolt (12" O.C.), per proposal. **(\$3,294.19)**
3. Provide and install two (2) roller-type pipe supports and modify one (1) existing pipe support (northwest corner of blower building) for 16-inch stainless steel air header piping to support new 16-inch butterfly isolation valves, per proposal. **(\$4,568.92)**
4. Time and materials cost to drill and core out the existing anchor bolts for the beams in the primary effluent channel, per T&M report. **(\$4,448.34)**
5. Time and materials cost to remove and replace primary effluent channel cover seat angle, including providing and installing Hilti Anchors and repairing the concrete, per T&M reports. **(\$3,286.74)**
6. Contractor shall upgrade the AC pavement driveway to a concrete driveway per the detail provided in the response to RFI 19 at no additional cost to the Owner. In addition, the Contractor will remove and replace the existing rubber expansion joints located on the 6-inch and 8-inch aeration drop legs in Aeration Basin No. 1 for the cost of \$3,200. In exchange, the Owner will extend the contract time by 30 calendar days, resulting in a contract completion date of October 31, 2008, per Field Memorandum No. 12 and Contractor acceptance letter. **(\$3,200)**
7. Contractor shall provide all programming and testing services required to make necessary modifications to the PLC located in the Recycled Water Building in order to allow for PLC to PLC communications over the new Ethernet network, per proposal. **(\$2,722.77)**
8. Time and materials cost to provide and install and weld 4" x 4" aluminum angle to support existing C-channel and I-beams in the primary effluent channel, per T&M report. **(\$1,735.33)**
9. Time and materials cost to connect power to the ferric chloride pump and the Ultrasonic level sensor located in the ferric chloride containment basin, per T&M report. **(\$1,001.79)**
10. Time and materials cost to remove concrete at the base of the Aeration Basin Effluent Channel in order to install the stop log between Aeration Basin 2 & 3, per T&M report. **(\$1,688.43)**
11. Time and materials cost to configure SCADA computers (1, 2 & 3) during change out of the Recycled Water Building and Operations Building PLCs, per T&M report. **(\$1,701.80)**

12. Time and materials cost incurred by the SEJPA to repair/replace flights in the Primary Sedimentation Basins that were damaged during bypass pumping, per T&M report. **(\$3,810.85 Credit to SEJPA)**

Contract Amendment No. 2 to Kennedy/Jenks Consultants is for engineering and construction management services for this project that were outside of the original project contract. This additional work includes the following elements:

1. Extended construction management services due to an increase in the construction period from 140 working days to over 200 working days. **(\$14,832)**
2. Additional Request for Information (RFI) and submittal reviews beyond Kennedy/Jenks's original scope of work. **(\$12,360)**
3. Additional partial payment request processing due to the extended construction schedule. **(\$659)**
4. Modification of the Programmable Logic Controller (PLC) program that controls the blowers. **(\$1,648)**
5. Extended project management services due to the extended construction schedule. **(\$3,296)**

FINANCIAL IMPACT

The project has \$1,819,000 in approved funding (see Table 1); of which \$1,725,000 has been committed to project contracts. All major elements of the project have been completed and the final phase of the project, system startup, has been initiated. The SEJPA has negotiated a Contract Change Order No. 2 with Orion Construction Corporation for miscellaneous work for a total cost of \$24,680. Similarly, the SEJPA has negotiated a contract amendment with Kennedy/Jenks Consultants for \$32,795 for extended construction management services and for additional system programming. The combined total this new work is \$57,475. The project has approximately \$94,000 in remaining funds. After payment of this new work, the project budget will have \$36,525 in remaining funds.


**TABLE 1
PROJECT BUDGET
PERFORMANCE OPTIMIZATION OF THE ACTIVATED SLUDGE SYSTEM**

<i>ITEM DISCRIPTION</i>	<i>AMOUNT</i>
Preliminary Studies	\$68,000
Performance Optimization Design & Construction Management	\$484,000
Primary Effluent Channel Design & Construction Management	\$33,000
Construction	\$1,140,000
Contingency	\$94,000
Total Approved Budget	\$1,819,000
Current Funds Committed	(\$1,725,000)
Orion Construction Change Order No. 2	(\$24,680)
Kennedy/Jenks Contract Amendment No.2	(\$32,795)
Total Funds Committed	(\$1,782,475)

It is therefore recommended that the Board of Directors:

1. Approve and authorize the General Manager to issue Contract Change Order No. 2 for \$24,680.01 to Orion Construction Corporation for construction services related to the Performance Optimization of the Activated Sludge System Project;
2. Approve and authorize the General Manager to issue Contract Amendment No. 2 for \$32,795.00 to Kennedy/Jenks Consultants for engineering services related to the Performance Optimization of the Activated Sludge System Project; and
3. Discuss and take action, as appropriate.

Respectfully submitted,



Michael T. Thornton, P.E.
General Manager

Attachment 1: Orion Construction Corporation Change Order No. 2 -
Performance Optimization of the Activated Sludge System Project
Attachment 2: Kennedy/Jenks Consultants Contract Amendment No. 2 -
Performance Optimization of the Activated Sludge System Project

ATTACHMENT 1



LETTER OF TRANSMITTAL

TO: San Elijo Joint Powers Authority 2695 Manchester Avenue Cardiff by the Sea, Ca 92007	DATE: 12/23/2008	
	BID/JOB NO.	OUR JOB NO. 2802
Attention: Mike Thornton, General Manager 760-753-6203 ext. 72	RE: SEJPA - Performance Optimization of the Activated Sludge System	

WE ARE SENDING YOU ATTACHED *OR* UNDER SEPARATE COVER VIA Hand Delivered THE FOLLOWING:

- SUBMITTALS BLUELINES DRAWINGS SPECIFICATIONS
 COPY OF LETTER OTHER

COPIES	DATED	NO.	DESCRIPTION
1	12/23/2008	1	Change Order No 2

THESE ARE TRANSMITTED AS CHECKED BELOW:

- FOR APPROVAL APPROVED AS SUBMITTED SUBMIT _____ COPIES
 FOR YOUR USE APPROVED AS NOTED FOR DISTRIBUTION
 AS REQUESTED RETURNED FOR CORRECTIONS RETURN CORRECTED PRINTS

REMARKS:

SIGNED: 
 Heidi Andrews

Copy To: File

To: Heidi Andrews
Orion Construction Corporation
1232 Keystone Way
Vista, CA 92081

Sheet 1 of 2
Date: 19 December 2008
K/J Job No.: 0687101.01
Project: Performance Optimization of the Activated
Sludge System

You are hereby directed to make the herein described changes from the plans and specifications or do the following described work not included in the plans and specifications of this contract. All new work herein described shall be done in accordance with the applicable provisions of the plans and specifications, except as specifically modified by this contract change order.

NOTE: This change order is not effective until approved by the Owner.

By reason of this proposed change 30 calendar days extension of time will be allowed.

The adjusted contract completion date will be **October 31, 2008.**

Total cost of increase of change not to exceed \$ **24,680.01**

Work to be done (Extra Work):


1. Time and materials cost to repair Parshall flume in the Primary Effluent Channel, per the attached T&M report. **(\$842.55)**
2. Provide and install 2-1/2" x 2-1/2" x 1" 316 stainless steel spacer blocks for Type 2 Baffles (as defined in the Contract Documents) in Aeration Basins 2 & 3 at every bolt (12" O.C.), per the attached proposal. **(\$3,294.19)**
3. Provide and install two (2) roller-type pipe supports and modify one (1) existing pipe support (northwest corner of blower building) for 16-inch stainless steel air header piping to support new 16-inch butterfly isolation valves, per the attached proposal. **(\$4,568.92)**
4. Time and materials cost to drill and core out the existing anchor bolts for the beams in the primary effluent channel, per the attached T&M report. **(\$4,448.34)**
5. Time and materials cost to remove and replace primary effluent channel cover seat angle, including providing and installing Hilti Anchors and repairing the concrete, per the attached T&M reports. **(\$3,286.74)**
6. Contractor shall upgrade the AC pavement driveway to a concrete driveway per the detail provided in the response to RFI 19 at no additional cost to the Owner. In addition, the Contractor will remove and replace the existing rubber expansion joints located on the 6-inch and 8-inch aeration drop legs in Aeration Basin No. 1 for the cost of \$3,200. In exchange, the Owner will extend the contract time by 30 calendar days, resulting in a contract completion date of October 31, 2008, per the attached Field Memorandum No. 12 and Contractor acceptance letter. **(\$3,200)**
7. Contractor shall provide all programming and testing services required to make necessary modifications to the PLC located in the Recycled Water Building in order to allow for PLC to PLC communications over the new Ethernet network, per the attached proposal. **(\$2,722.77)**
8. Time and materials cost to provide and install and weld 4" x 4" aluminum angle to support existing C-channel and I-beams in the primary effluent channel, per the attached T&M report. **(\$1,735.33)**
9. Time and materials cost to connect power to the ferric chloride pump and the Ultrasonic level sensor located in the ferric chloride containment basin, per the attached T&M report. **(\$1,001.79)**
10. Time and materials cost to remove concrete at the base of the Aeration Basin Effluent Channel in order to install the stop log between Aeration Basin 2 & 3, per the attached T&M report. **(\$1,688.43)**
11. Time and materials cost to configure SCADA computers (1, 2 & 3) during changeout of the Recycled Water Building and Operations Building PLCs, per the attached T&M report. **(\$1,701.80)**
12. Time and materials cost incurred by the SEJPA to repair/replace flights in the Primary Sedimentation Basins that were damaged during bypass pumping, per the attached T&M report. **(\$-3,810.85)**

Change Order No. 02

Heidi Andrews
Orion Construction Corporation
19 December 2008
Sheet 2 of 2

Submitted by  Title Project Manager Date 12/19/08

We, the undersigned contractor, have given careful consideration to the change proposed and hereby agree. If this change order is approved, we will provide all equipment, furnish all materials, except as may otherwise be noted above, and perform all services necessary for the work above specified, and will accept as full payment therefor the prices shown above.

Accepted by  Title Project Manager
Contractor Orion Construction Corporation Date 12/23/2008
Approved by _____ Title _____
Owner San Elijo Joint Powers Authority Date _____

ATTACHMENT 2

Kennedy/Jenks Consultants

Engineers & Scientists

10920 Via Frontera, Suite 110
San Diego, California 92127
858-676-3620
FAX: 858-676-3625

20 November 2008

Mr. Michael T. Thornton, P.E.
General Manager
San Elijo Joint Powers Authority
2695 Manchester Avenue
Cardiff by the Sea, California 92007-1077

**Subject: Scope and Fee Amendment for Construction Management Services
Performance Optimization of the Activated Sludge System
K/J 0687101.01**

Dear Mr. Thornton:

Kennedy/Jenks proposes scope amendments to the following tasks of the original contract (dated December 11, 2006) and the contract amendment (dated July 20, 2007).

Task 4 – Construction Management

Extended Construction Management Services

As stated in the original contract, construction management services will include submittal reviews, RFI/RFC response, change order response, construction observation, progress pay request review and preparation and project closeout. Our scope of work and estimated level of effort assumed a 150 day construction period, with 75 days of field construction activities. However, due to delays during construction and rework activities by the Contractor, it is estimated that the construction period will extend to 200 working days (December 31, 2008).

The estimated level of effort required to provide these construction management services for the extended contract and unforeseen efforts is 90 hours (coordination, meetings, reviews, and field inspection) for a total of \$14,832.

Additional RFI and Submittal Reviews

There were more submittal and RFI reviews and responses prepared than were originally estimated and budgeted. The original contract assumed 30 submittals and 20 re-submittals, for a total of 50 submittals. However, a total of 60 submittals and re-submittals were received (10 more than were originally budgeted). The original contract assumed that up to 25 RFIs would be submitted by the Contractor on the project. However, due to discrepancies between the as-built

Mr. Michael T. Thornton, P.E.
San Elijo Joint Powers Authority
10 November 2008
Page 2 of 3

drawings and actual field conditions, as well as the Contractor's difficulties associated with upgrading an existing facility, 30 RFIs were submitted by the Contractor on the project (5 more than originally budgeted).

The estimated level of effort required these additional reviews is 75 hours (50 hours for 10 additional submittal reviews and 25 hours for 5 additional RFI reviews) for a total of \$12,360.

Additional Partial Payment Requests.

Also, Kennedy/Jenks originally estimated 4 partial payment requests and 1 final payment request. Due to the extended construction schedule, it is estimated that 7 partial payment requests and 1 final payment request will be received (3 more than originally budgeted).

The estimated level of effort required to review these additional payment requests is 4 hours for a total of \$659.

Task 5 – SCADA Alarm, PLC and HMI Programming

Due to the Contractor's configuration of the new extension rack for the PLC in the RAS/WAS/Blower Building, the PLC and I/O modules needed to be rearranged in order to install the connection cables. This rearrangement resulted in having to change all of the addresses for the I/O modules. Thus, Kennedy/Jenks was required to modify the PLC program, which had already been developed, to incorporate these address changes.

The level of effort required to modify the PLC program due to this field change was 8 hours for a total of \$1,648.

Task 6 – Project Management

Task 6.3 – Management

This task addresses the management responsibilities associated with proper scheduling review, budget control, invoice preparation and coordination with San Elijo and the Kennedy/Jenks project team. Due to the extended construction and project schedule, Kennedy/Jenks has incurred additional hours for managing the project.

The estimated level of effort required to provide these project management services for the extended contract is 20 hours for a total of \$3,296.

Fee Estimates

Kennedy/Jenks proposes to provide the above-described additional scope of services on a time-and materials basis using our January 1, 2008 Rate Schedule for an estimated fee of \$32,795, as summarized in the attached table. This would increase the total authorization from \$483,875 to \$516,670. We will not exceed this budget estimate without prior authorization by the SEJPA.

Should you have any questions regarding this proposal, please do not hesitate to contact me.

Mr. Michael T. Thornton, P.E.
San Elijo Joint Powers Authority
10 November 2008
Page 3 of 3

Very truly yours,

KENNEDY/JENKS CONSULTANTS



Patrick T. Huston, P.E.
Vice President

Attachments: Fee Estimate

Approved By:

SAN ELIJO JOINT POWERS AUTHORITY



Michael T. Thornton, P.E.
General Manager

12-29-08

Date

SAN ELIJO JOINT POWERS AUTHORITY
MEMORANDUM

January 12, 2009

TO: Board of Directors
San Elijo Joint Powers Authority

FROM: General Manager

SUBJECT: DESIGNATION OF BOARD MEMBERS -
GENERAL MANAGER PERFORMANCE SUBCOMMITTEE

RECOMMENDATION

It is recommended that the Board of Directors:

1. Discuss and take action as appropriate.

BACKGROUND

In January 2008, the Board created a General Manager Performance Ad Hoc Committee to meet quarterly with the General Manager for the purpose of facilitating open communications, developing goals, and tracking agency performance. Vice Chair Roberts and Board Member Houlihan were selected to serve on the Ad Hoc Committee. At the September 2008 Board Meeting, Vice Chair Roberts reported that the committee meetings have been very productive and had exceeded his expectations. The Board of Directors made a motion to shift the General Manager Performance Ad Hoc Committee to a standing subcommittee of the Board and that this change was to take effect in January 2009.

DISCUSSION

The Member Agencies have assigned their representatives to the SEJPA Board. The SEJPA Board must now designate two members to serve on the General Manager Performance Subcommittee for 2009.

It is therefore recommended that the Board of Directors:

1. Discuss and take action as appropriate.

Respectfully submitted,



Michael Y. Thornton, P.E.
General Manager

SAN ELIJO JOINT POWERS AUTHORITY
MEMORANDUM

January 12, 2009

TO: Board of Directors
San Elijo Joint Powers Authority

FROM: General Counsel

SUBJECT: GENERAL COUNSEL'S REPORT -
GENERAL MANAGER JOB DESCRIPTION

RECOMMENDATION

It is recommended that the Board of Directors:

1. Approve the General Manager's revised job description and thereby amend Resolution No. 2009-04, to which the description is attached.

BACKGROUND

On December 8, 2008, the Board approved the General Manager Employment Agreement (Agreement) by resolution, including a General Manager Job Description. However, the Board asked for certain revisions to the job description to be presented at the January 2009 Board of Directors regular meeting. Since that time we have worked with the General Manager to revise the description and he is in agreement with the changes presented.

DISCUSSION

The Board of Directors will review these edits, the purpose of which is to improve the clarity of the General Manager Job Description as passed and adopted in Resolution No. 2009-04 on December 8, 2008, and make any changes desired.

It is therefore recommended that the Board of Directors:

1. Discuss and take action to amend the resolution to reflect the revised job description, as appropriate.

Respectfully submitted,



Gregory Moser
General Counsel

Attachment: Resolution No. 2009-04

ATTACHMENT

RESOLUTION NO. 2009-04

**Resolution of the Board of Directors of the San Elijo Joint Powers Authority
Approving Salary and Terms of Employment for its General Manager**

WHEREAS, the Board of Directors of the San Elijo Joint Powers Authority ("SEJPA") is authorized to establish compensation, benefits and terms and conditions of employment for its General Manager, Michael T. Thornton, and

WHEREAS, the Board of Directors Council has completed its annual review of the General Manager's current compensation, benefits package and terms and conditions of employment; and

WHEREAS, the Board of Directors has reviewed the General Manager's performance over the past year and found him to have made satisfactory progress towards his 2008 goals and objectives; and

WHEREAS, the Board of Directors has reviewed and considered the goals and objectives proposed by the General Manager for 2009; and

WHEREAS, the Board of Directors has decided upon the appropriate compensation, benefit package and terms and conditions of employment for the General Manager for the coming year;

NOW, THEREFORE, BE IT RESOLVED:

1. The Employment Agreement, attached hereto as Exhibit A and incorporated herein by reference, is approved to become effective as of December 8, 2008 upon its execution by Michael T. Thornton.

2. All other actions of the Board of Directors inconsistent with the foregoing are hereby rescinded.

PASSED AND ADOPTED at a meeting of the Board of Directors of the San Elijo Joint Powers Authority held on December 8, 2008, by the following vote:

AYES: T. Barth, T. Campbell, M. Houlihan, D. Roberts

NOES

ABSENT:

ABSTAIN:



Chairperson
SEJPA Board of Directors

ATTEST:



Secretary to the Board

GENERAL MANAGER EMPLOYMENT AGREEMENT

THIS GENERAL MANAGER EMPLOYMENT AGREEMENT ("Agreement") is made and entered into effective as of the 8th day of December, 2008, by and between SAN ELIJO JOINT POWERS AUTHORITY, a public entity, ("SEJPA") and MICHAEL T. THORNTON ("Employee" or "General Manager").

RECITALS

WHEREAS, as SEJPA's General Manager, Employee has successfully guided SEJPA in its mission of providing high quality, cost-effective programs of wastewater management and recycled water production and distribution; and

WHEREAS, SEJPA and Employee desire that Employee continue to do so; and

WHEREAS, SEJPA and Employee have reached agreement on the terms and conditions for his employment; and

WHEREAS, Employee commenced employment with SEJPA on October 9, 2000 as Assistant General Manager. He was promoted to the position of General Manager on December 12, 2002.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, it is hereby agreed as follows:

1. Duties:

a. Employee shall serve as General Manager of SEJPA on a full-time basis during the term of this Agreement, as that position is defined in the joint powers agreement establishing SEJPA, and as further described in Exhibit A, hereto, as amended by the SEJPA Board of Directors from time to time. In addition, Employee shall perform those duties which are customarily performed by General Managers of like organizations, and such other duties as the SEJPA Board of Directors may, from time to time, assign to him.

b. During the term of this Agreement, Employee may engage in work outside his regular work schedule at SEJPA, provided that said outside work is not prohibited by Government Code section 1126. Specifically, Employee shall not engage in any employment, activity, or enterprise for compensation which is inconsistent, incompatible, in conflict with, or inimical to his duties as a local agency officer or employee or with the duties, functions, or responsibilities of his appointing power or SEJPA. Further, the Employee shall not perform any work, service, or counsel for compensation outside of his local agency employment where any part of his efforts will be subject to approval by any other officer, employee, board or commission of SEJPA. Prior to undertaking or committing to undertake any such outside work, Employee must inform the Board of Directors in writing of the nature of the outside work and obtain Board consent, which shall not be unreasonably withheld.

2. **Term of Employment:** This Agreement shall commence on December 8, 2008. Employee's employment with SEJPA shall be on an "at-will" basis, and may be terminated by either SEJPA or Employee at any time and for any reason, with or without cause or advance notice. The at-will nature of the employment relationship between SEJPA and Employee shall not be changed or modified except through a writing signed by the Chairperson of SEJPA's Board of Directors.

3. **Termination of Employment:** Should SEJPA terminate Employee, whether with or without cause, SEJPA shall, subject to Employee's signing and returning a full release in a form satisfactory to SEJPA, together with any SEJPA property, pay to Employee a lump sum amount equal to one-half of his annual base salary within 10 working days of the date such release becomes irrevocable by Employee. SEJPA shall, in addition, pay for the full cost of COBRA premiums for coverage for Employee and, if applicable, his spouse (so long as she remains married to Employee) and dependent children who were covered under the SEJPA group health plan on the date of Employee's termination, for a period of six months after the date of termination; provided, however, that SEJPA will only be obligated to pay such COBRA premiums if Employee properly elects and obtains COBRA coverage. The availability, duration and scope of such COBRA coverage will be solely as required by applicable federal law. SEJPA will cease to be obligated to pay Employee's COBRA premiums under this clause (and those for his spouse and dependent children, if applicable) when Employee secures other employment and becomes eligible for health coverage, even if he remains eligible for COBRA coverage. For the purposes of this paragraph, base salary means the base salary in effect at the time of Employee's termination from employment and does not include any incentive increment, vacation, sick leave, pension contributions, health benefits or any other employee benefit.

4. **Compensation**

a. **Base Salary:** Employee will receive a base annual salary of \$154,940, during the first year of this Agreement, and shall be ineligible for any Longevity Pay.

Prior to December 31 of each year of this Agreement, SEJPA will review employee's performance, based upon goals and objectives agreed upon between Employee and the SEJPA Board of Directors, and give employee a written evaluation of his overall achievement of those goals and objectives and management of SEJPA. The Board of Directors will consider Employee's performance when determining whether Employee shall be granted any increases in his base compensation, or any other compensation.

b. **Benefits.** Employee shall be entitled to participate in medical, dental, life and disability insurance plans, cafeteria plan, health care, dependent care reimbursement and deferred compensation plan on the same basis as employees subject to Resolution 2008-06 attached hereto, or any superseding Resolution, except as noted herein. A listing of Employee's benefit and compensation package, including the generally available SEJPA employee benefit plans for which Employee is eligible, during the term of this Agreement, is attached hereto as Exhibit B. This Exhibit B may be updated periodically to reflect changes in Employee's compensation and benefits package from year to year.

c. **Sick and Vacation Leave.** It is the intent of the parties that Employee shall be entitled to at least the same level of sick and vacation leave as other full-time employees of SEJPA, based upon his years of service to SEJPA. Employee shall be entitled to accrue sick and vacation leave at the rates prescribed by Resolution 2008-06, or any superseding Resolution, provided that, notwithstanding the provisions of that resolution: (1) Employee may not take sick or vacation leave in increments of less than one half day; and (2) the calculation of conversion of sick and vacation leave to cash, if any, shall be based upon the Base Salary set forth above, and assume that Employee works a 2080 hour annual schedule. For purposes of this section a full day shall be considered to be 8 hours.

d. **CalPERS Retirement Plan.** Employee shall be entitled to participate in the California Public Employees Retirement System program based on section 21354.4, 2.5% at 55 full formula, as provided in Resolution 2008-06, or any superseding Resolution.

e. **Exceptions to Resolution 2008-06.** To the extent permitted by law, the applicable benefit levels described in Resolution 2008-06 shall not be reduced for Employee during the term of this Agreement, notwithstanding the expiration of that resolution as of July 1, 2010.

f. **Reimbursement of Expenses.** Employee shall be reimbursed for all reasonable, actual necessary expenses incurred in the performance of his duties, in accordance with the adopted policies of SEJPA, except that Employee shall be entitled to an annual car allowance of \$7,200, to compensate and reimburse Employee for all costs of leasing, owning, operating, repairing and maintaining a vehicle available to the Employee for the conduct of his duties.

5. **Withholding of Taxes:** SEJPA will withhold from any monies payable pursuant to this Agreement all federal, state, city or other taxes as may be required by any law, governmental regulation or ruling.

6. **Waiver of Breach:** The waiver by either party, or the failure of either party to claim a breach of any provision of this Agreement, shall not operate or be construed as a waiver of any subsequent breach.

7. **Assignment:** The rights and obligations of the respective parties hereto under this Agreement shall inure to the benefit of and shall be binding upon the heirs, legal representatives, successors and assigns of the parties hereto; provided, however, that this Agreement shall not be assignable by either party without prior written consent of the other party.

8. **Entire Agreement:** This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof and contains all of the covenants and agreements between the parties with respect to said subject matter in any manner whatsoever. Any modification of this Agreement will be effective only if it is in writing and signed by both Employee and the Chairperson of SEJPA Board of Directors.

9. **Governing Law:** This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of California.

10. **Partial Invalidity.** The invalidity of any part or parts of this Agreement shall not destroy the enforceability of the remainder of this Agreement unless such invalidity would defeat a material business purpose of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered the day and year first above written.

SAN ELIJO JOINT POWERS AUTHORITY

By: Teresa Barth
Teresa Barth, Chairperson

EMPLOYEE

Michael T. Thornton
Michael T. Thornton, GENERAL MANAGER

**EXHIBIT A
GENERAL MANAGER JOB DESCRIPTION**

DEFINITION

Under general direction in accordance with policies set forth by the San Elijo Joint Powers Authority ("SEJPA") Board of Directors, this position directs the overall management, planning, engineering, construction, maintenance, and operation of the San Elijo Water Reclamation Facility ("SEWRF"), pumping stations, reservoirs and reclaimed water distribution system, and all other appurtenant facilities operated by SEJPA; operates, maintains and staffs programs and facilities to ensure compliance with all applicable discharge requirements and other pertinent regulations and statutes; and implements and administers personnel, financial and operational policies as set forth by the Board of Directors.

SUPERVISORY DIMENSIONS

Exercises direct supervision over the Assistant General Manager, the Chief Plant Operator, Laboratory, the Finance Manager, the Administrative Services Coordinator and the Associate Engineer.

REPORTS TO: San Elijo Joint Powers Authority Board of Directors

ESSENTIAL DUTIES:

Provides administrative direction and supervision to employees to include: assigning projects and objectives; conducting performance evaluations; developing, motivating, and training; and, hiring, terminating and disciplining.

Approves agendas for presentation to the SEJPA Board; presents briefings, policies, complaints, reports, and recommendations.

Provides direction and assistance to staff members, including management team building and training.

Interacts with citizens regarding a variety of issues; interacts with the media presenting appropriate information on programs, services, and events.

Prepares, reviews, and approves a variety of reports and correspondence.

Reviews and recommends budgets; presents draft budget to SEJPA Board for approval.

Serves as a liaison with external agencies in meetings and regarding a variety of regional issues.

Oversees all management, planning, engineering, construction, maintenance, and operation of SEJPA facilities and infrastructure.

Conducts field visits to wastewater and recycled water facilities.

Is active in the wastewater and recycled water industry and has current knowledge of industry trends and regulations.

Staffs for and directs the operation and maintenance of the wastewater and recycled water facilities so that all applicable discharge requirements and permits are complied with as well as all other pertinent regulations and statutes.

Ensures the efficiency and effectiveness of each department and program.

Maintains all accounting and financial records, operation and maintenance records, safety and personnel records.

Administers personnel, financial and operational policies set forth by the Board of Directors.

Maintains compliance with ethics training laws, per policy of the agency.

Serves as the Appointing Authority for all employment decisions.

Reviews and approves all performance evaluations and merit salary increases.

Adjudicates personnel matters and serves as the final authority on grievances, discipline, policy interpretation, etc.

Establishes and maintains cooperative working relationships in order to foster a team approach.

Prepare and maintain financial reports or oversee the preparation and maintenance of financial reports, yearly operations and maintenance budgets, and accounting and personnel records.

Work varying hours, weekends, and holidays; and respond to 24-hour emergency call-ins.

Travel and attend conferences, meetings or workshops with little or no notice.

Utilize automated systems to generate and access work processing, financial and other information.

GENERAL ACCOUNTABILITIES

Analyze data, charts, logs and reports and draws appropriate conclusions and implement appropriate solutions; ensures fiscal controls and responsibility. Secure staffing and provide direction of entire operation; ensuring compliance with regulations, statutes, policies and procedures; resolution and prevention of personnel problems that may affect productivity; enforcement of disciplinary procedures if necessary; response to public inquiries and problems that may arise; response to emergencies at all hours.

PRINCIPAL ACCOUNTABILITIES

Ensures that applicable discharge requirements are complied with as well as all other pertinent regulations and statutes.

Ensures compliance with applicable local, state and federal laws and regulations;

Ensures that all accounting, financial, personnel, operations, and maintenance records are maintained.

Approves and monitors contracts as set forth in SEJPA's purchasing policy.

Ensures the needs of the projected service area are met by overseeing necessary planning, engineering and construction of capital projects.

CERTIFICATION REQUIREMENT

1. Registration as a Professional Civil Engineer in the State of California.
2. Certification as a Grade V Wastewater Treatment Plant Operator in the State of California is preferred, but not required.

WORK ENVIRONMENT

The employee works under typical office conditions, and the noise level is usually quiet. However, this position manages wastewater facilities and as such can be exposed to loud noises, confined spaces, potentially offensive odors, gases, biological waste, and material associated with wastewater treatment. To provide for a safe work place, the SEJPA provides safety training, personal protective equipment, vaccination shots, and other safety programs.

QUALIFICATIONS

1. Bachelor of Science Degree from an accredited university (Masters Degree Preferred) in the field of Civil Engineering.
2. Registration as a Professional Civil Engineer in the State of California.
3. Ability to pass Authority pre-employment physical examination.
4. Possession of a good driving record and ability to be insured by the Agency's insurance carrier.
5. Read, write, speak and comprehend English.

Note: Failure to maintain a valid California Drive's License constitutes possible cause for termination.

RIGHT TO WORK REQUIREMENT

Must be a United States citizen or possess qualified alien status. Documentation of eligibility to work in U.S. will be required as a condition of employment.

The list of essential job duties contained in this job description is not exhaustive, and may be supplemented as necessary. This position performs other related duties as assigned, some of which may become essential to the position.

EXHIBIT B
LISTING THE GENERAL MANAGER'S COMPENSATION AND BENEFITS FOR
DECEMBER 2008 TO DECEMBER 2009

1. Base Salary: \$154,940.
2. Cash Bonus (non-base building): \$5,000
3. Annual Car Allowance: \$7,200
4. Cell Phone/PDA
5. Laptop Computer
6. Benefits that are currently provided to employees of SEJPA generally:
 - a. PERS Retirement Benefits.
 - b. Participation in the SEJPA 457 Plan and 401a Plan.
 - c. Employee Medical Insurance Benefits (presently through CalPERS).
 - d. Dental and Vision Insurance.
 - e. Employee Assistance Program.
 - f. 8 hours of sick leave per month.
 - g. Vacation and administrative leave as set forth in Resolution 2008-06, or superseding resolutions.
 - h. Life insurance benefits.
 - i. Short term and long term disability benefits.
 - j. Tuition Reimbursement and Professional Seminar costs (subject to general employee policy limits).
 - k. Flexible Spending Accounts.
 - l. Option to convert vacation and sick leave to cash.
 - m. 12 paid holidays per year – 10 as set by SEJPA and 2 floating.