

**AGENDA  
REGULAR BOARD MEETING OF THE  
SAN ELIJO JOINT POWERS AUTHORITY  
NOVEMBER 16, 2021 AT 8:30 A.M.**

The next regular meeting of the San Elijo Joint Powers Authority (SEJPA) will be on Tuesday, December 14, 2021 at 8:30 a.m., PST.

This meeting is being noticed and held virtually pursuant to Government Code section 54953(e)(1). Members of the public will only be allowed to participate in meetings telephonically.

This regular meeting of the San Elijo Joint Powers Authority can be accessed using the phone number listed below:

Dial-In Phone Number: 720-707-2699

Meeting ID: 840-1001-5543

**Public Comment.** Anyone wishing to address the Board of Directors with respect to a particular agenda item is encouraged to submit an email to [hackneyv@sejpa.org](mailto:hackneyv@sejpa.org) by no later than 7:30 a.m. the day of the meeting, November 16, 2021 with the subject line "Request to Provide Public Comment." You may include your public comment in your email and your comments will be read into the record during the Oral Communications/Public Comment Period (Item #4). Please include your name, address, group affiliation (if applicable), and agenda item (if applicable) in your email. Alternatively, you can simply request time to speak during the public comment portion of the Board meeting, and you will be called upon to provide your comment in real-time during the public comment portion of the Board meeting (Item #4). In the email, please include your name, the item you wish to speak about, and the telephone number that you will be calling from so that the Board Chair may invite you to provide your public comment.

Members of the public that wish to provide public comment may also address the Board of Directors in real time via telephone conference for up to 3 minutes during the Oral Communications/Public Comment Period (Item #4). During the Public Comment Period, the Board Chair will invite members of the public that wish to speak to unmute and identify themselves and the matter they wish to speak upon. If multiple persons wish to speak, the Board Chair may request all public speakers first identify themselves to create a list of public speakers, and may thereafter mute all lines and unmute each public speaker one by one for three minutes at a time, in order to allow the identified members of the public to give their public comment in an orderly and uninterrupted manner.

Persons with disabilities that require modifications or accommodations should email [hackneyv@sejpa.org](mailto:hackneyv@sejpa.org) or call 760-753-6203 x71 by no later than 7:30 A.M. the day of the meeting to request reasonable modifications or accommodations consistent with the Americans with Disabilities Act and SEJPA shall promptly work with you to resolve the matter in favor of accessibility.

- 
1. CALL TO ORDER
  2. ROLL CALL
  3. PLEDGE OF ALLEGIANCE
  4. ORAL COMMUNICATIONS/PUBLIC COMMENT PERIOD (NON-ACTION ITEM)
  5. AWARDS AND RECOGNITION

6. \* [AB 316 FINDINGS REGARDING VIRTUAL MEETING \(ACTION ITEM\)](#)

Staff respectfully recommends the Board of Directors discuss and evaluate the information provided in this staff report and, if appropriate, make the following determination by a majority vote:

1. In light of the information provided in this staff report and the corresponding verbal discussion during this Board meeting, the Board of Directors hereby determines pursuant to Government Code 54953(e)(1)(B) and (C) that as a result of the Covid-19 pandemic, meeting in person would present imminent risks to the health or safety of attendees.
2. Discuss and take other action as appropriate, including providing direction to Staff regarding whether to continue holding virtual meetings in December.

7. \* **CONSENT CALENDAR**

8. \* [APPROVAL OF MINUTES FOR OCTOBER 19, 2021 MEETING](#)

9. \* [APPROVAL FOR PAYMENT OF WARRANTS AND MONTHLY INVESTMENT REPORTS](#)

10. \* [WASTEWATER TREATMENT REPORT](#)

11. \* [RECYCLED WATER REPORT](#)

12. \* [REPORTABLE MEETINGS](#)

13. \* [AGREEMENT FOR GROUNDS MAINTENANCE SERVICES](#)

14. \* **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

### 15. EMERGENCY GENERATOR PURCHASE AND INSTALLATION WORK

Staff recommends the Board of Directors make the following findings and authorizations:

1. Make the following FINDINGS AND DECLARATIONS:
  - a. Competitive public bidding of this emergency generator installation work would not result in any advantage to SEJPA or the public;
  - b. The greatest public benefit is served by SEJPA executing a negotiated contract with Morrow-Meadows at the price previously competitively bid by Morrow-Meadows under the PCL contract.
2. Authorize the General Manager to negotiate and execute a deductive change order with PCL Construction to remove the purchase and installation of an emergency power generator;
3. Authorize the General Manager to execute a contract with Morrow-Meadows for the purchase and installation of an emergency generator for an amount not to exceed \$150,000;
4. Discuss and take action as appropriate.

Staff Reference: General Manager

### 16. GENERAL MANAGER'S REPORT

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

### 17. GENERAL COUNSEL'S REPORT

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

### 18. BOARD MEMBER COMMENTS

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

### 19. CLOSED SESSION

*The Board will adjourn to Closed Session to discuss item(s) identified below. Closed Session is not open to the public; however, an opportunity will be provided at this time if members of the public would like to comment on any item listed below. (Three-minute limit.) A closed session may be held at any time during this meeting of the San Elijo Joint Powers Authority for the purposes of discussing potential or pending litigation or other appropriate matters pursuant to the "Ralph M. Brown Act".*

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

20. CONSIDERATION OF GENERAL MANAGER EMPLOYMENT CONTRACT

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

Staff Reference: General Manager

21. ADJOURNMENT

The next regularly scheduled San Elijo Joint Powers Authority Board Meeting will be Tuesday, December 14, 2021 at 8:30 a.m.

NOTICE:

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

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

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 on the SEJPA website at [www.sejpa.org](http://www.sejpa.org), and 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: November 10, 2021



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

SAN ELIJO JOINT POWERS AUTHORITY  
MEMORANDUM

November 16, 2021

TO: Board of Directors  
San Elijo Joint Powers Authority

FROM: General Manager

SUBJECT: AB 361 FINDINGS REGARDING VIRTUAL MEETINGS

RECOMMENDATION

Staff respectfully recommends the Board of Directors discuss and evaluate the information provided in this staff report and, if appropriate, make the following determination by a majority vote:

1. In light of the information provided in this staff report and the corresponding verbal discussion during this Board meeting, the Board of Directors hereby determines pursuant to Government Code 54953(e)(1)(B) and (C) that as a result of the Covid-19 pandemic, meeting in person would present imminent risks to the health or safety of attendees.
2. Discuss and take other action as appropriate, including providing direction to Staff regarding whether to continue holding virtual meetings in December.

BACKGROUND

On March 4, 2020, the Governor declared a state of emergency arising from the Covid-19 pandemic. Assembly Bill No. 361 took effect September 16, 2021. It amends the Brown Act and allows public agencies to utilize telephonic or virtual meetings without compliance with the telephonic agenda provisions of the Brown Act found in Government Code 54953(b)(3) if any of the following circumstances are met:

- (A) The legislative body holds a meeting during a proclaimed state of emergency, and state or local officials have imposed or recommended measures to promote social distancing.
- (B) The legislative body holds a meeting during a proclaimed state of emergency for the purpose of determining, by majority vote, whether as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees.
- (C) The legislative body holds a meeting during a proclaimed state of emergency and has determined, by majority vote, that, as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees.

These circumstances allow agencies to hold entirely virtual board meetings during the current pandemic, while California is in a proclaimed state of emergency. The previous teleconference rules under the Brown Act also remain in place, but are not as flexible.

If a board meeting is held virtually under the new provisions of AB 361, the agenda must still be posted under the appropriate timelines: 72 hours in advance for a regular board meeting, and 24 hours in advance for a special board meeting. The agenda must include the meeting link or dial-in, so that members of the public may access the meeting. Members of the public must be allowed to address the board in real-time during the meeting. Boards can no longer require public comments to be submitted in advance and there must be an opportunity to provide comments in real time.

If a board meets virtually under AB 361, and thereafter wishes to continue meeting virtually during the state of emergency, the board must make findings every 30 days that 1) the board has reconsidered the circumstances of the state of emergency and 2) the state of emergency continues to directly impact the ability of the members to meet safely in person or state or local officials continue to impose or recommend measures to promote social distancing.

## DISCUSSION

California remains in a state of emergency related to the Covid-19 pandemic. State and local officials have phased out most physical distancing requirements, and recommendations relating to social distancing are fairly limited. However, the pandemic is still very much present and continues to threaten lives, and is particularly threatening for persons who are unvaccinated and for those who are considered high-risk, such as persons over 65 or those who are immunocompromised or have underlying health conditions.

The County of San Diego Health and Human Services Agency’s Epidemiology and Immunization Services Branch prepares a Weekly Coronavirus Disease 2019 (COVID-19) Surveillance Report, which is attached to this staff report for the Board’s information and consideration. A screenshot of Table 1 of the November 10, 2021 Report, which includes a Summary of Cases, Deaths, and Outbreaks by Date Reported for San Diego County, is provided below for the Board’s information, so that the Board can review the current and local data and evaluate whether the pandemic continues to directly impact the ability of the Board members to meet safely.

**Table 1. Summary of Cases, Deaths, and Outbreaks by Date Reported**

	10/31 – 11/6/2021	10/24 – 10/30/2021	Cumulative
<b>Cases</b>	3,505 ↓	3,538	374,831
<b>Avg Daily Cases</b>	501 ↓	505	615
<b>Deaths</b>	32 ↓	35	4,250
<b>Outbreaks</b>	32 ↓	38	2,952

As of the date of this staff report, a few members of SEJPA staff have felt ill/not well and have been working remotely where possible out in order to stay safe and to keep one another safe. Out of an abundance of caution, and given the recent Covid-19 data presented above, staff recommends a return to virtual meetings until meeting in person is safe for the health and safety of all Board members, staff and attendees.

#### FINANCIAL IMPACT

None.

#### STAFF RECOMMENDATION

Staff respectfully recommends the Board of Directors discuss and evaluate the information provided in this staff report and, if appropriate, make the following determination by a majority vote:

1. In light of the information provided in this staff report and the corresponding verbal discussion during this Board meeting, the Board of Directors hereby determines pursuant to Government Code 54953(e)(1)(B) and (C) that as a result of the Covid-19 pandemic, meeting in person would present imminent risks to the health or safety of attendees.
2. Discuss and take other action as appropriate, including providing direction to Staff regarding whether to continue holding virtual meetings in December.

Respectfully submitted,



Michael T. Thornton, P.E.  
General Manager

Attachment 1: San Diego County COVID-19 Watch Weekly Coronavirus Disease 2019 (COVID-19) Surveillance Report

# COVID-19 Watch

## Weekly Coronavirus Disease 2019 (COVID-19) Surveillance Report

Prepared by Epidemiology and Immunization Services  
Branch  
[www.sdepi.org](http://www.sdepi.org)

November 10, 2021

**Cases**  
**374,831**

**Deaths**  
**4,250**

**Outbreaks**  
**2,952**

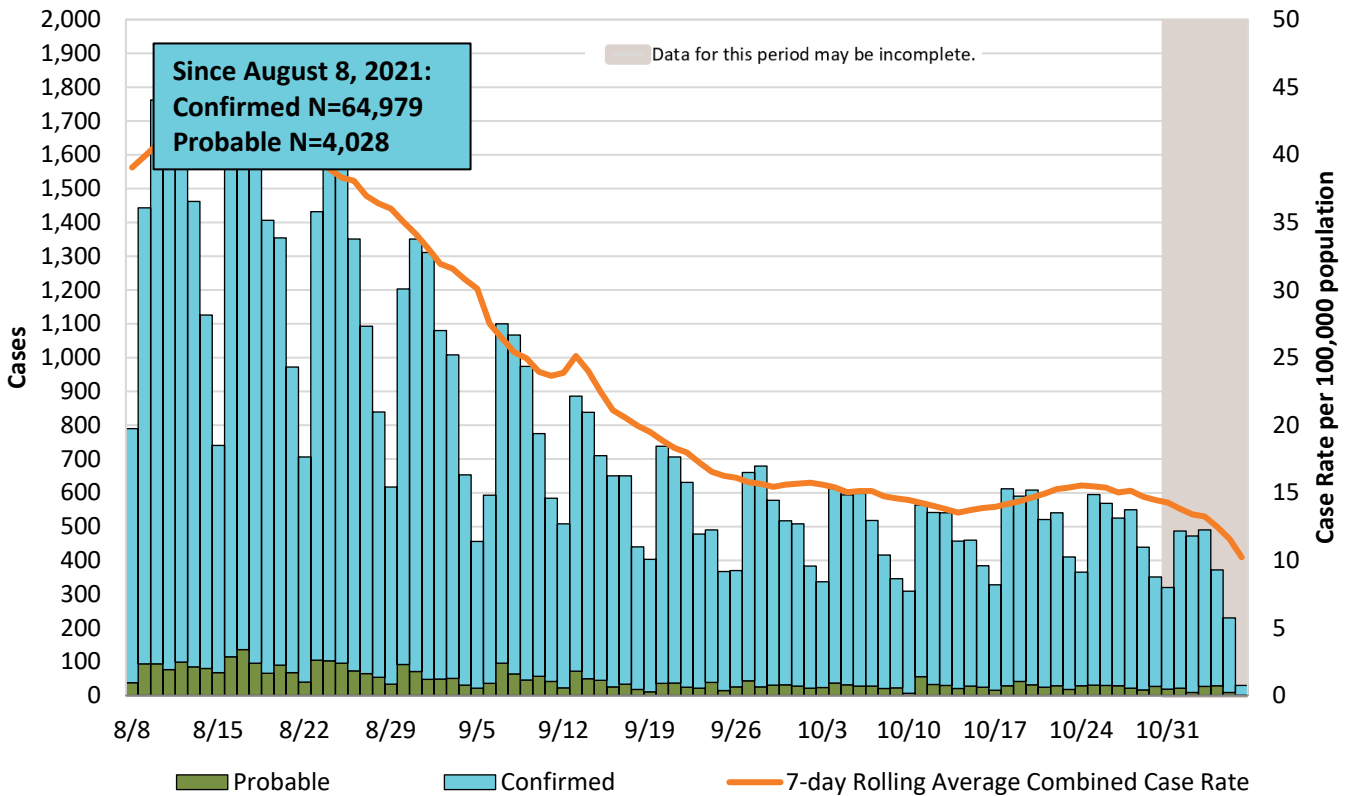
*Data through 11/6/2021*

### Report Content Links

- Page 2: [Summary](#)
- Page 3: [COVID-19 Infections by Vaccination Status](#)
- Page 4: [COVID-19 Hospitalizations by Vaccination Status](#)
- Page 5: [Daily COVID-19 Counts by Vaccination Status – Previous 3 Months](#)
- Page 6: [Weekly COVID-19 Counts by Age – Previous 3 Months](#)
- Page 7: [Selected Characteristics of COVID-19 Cases, Hospitalizations, and Deaths](#)
- Page 8: [Age-Adjusted COVID-19 Case Rates by Race/Ethnicity](#)
- Page 9: [Age-Adjusted COVID-19 Hospitalization Rates by Race/Ethnicity](#)
- Page 10: [Case Rates by Zip Code of Residence](#)
- Page 11: [COVID-19 Potential Exposure Settings  
Community Setting Outbreaks](#)
- Page 12: [Number of Vaccinations Administered and Cumulative Number of Persons Fully Vaccinated  
Percent Fully Vaccinated by Zip Code of Residence](#)
- Page 13: [COVID-19 Vaccinations by Race/Ethnicity and Health Equity](#)
- Page 14: [COVID-19 Cases in Children and Outbreaks in School Settings](#)
- Page 15: [COVID-19 Cases in Schools](#)
- Page 16: [COVID-19 Laboratory Test Positivity Rate – Previous 12 Months  
Emergency Department Data – Previous 12 Months](#)
- Page 17: [COVID-19 Pandemic at a Glance](#)
- Page 18: [Pandemic at a Glance: Summary of COVID-19-associated Deaths](#)



**Figure 1. COVID-19 Confirmed and Probable Cases and 7-Day Rolling Average Case Rate by Date of Illness Onset\*, San Diego County Residents, N=69,007**



\*When onset date is unavailable, specimen collection date, date of death, or date reported is used instead.  
 \*\*Probable cases are antigen positive tests received since August 1, 2020.

**Table 1. Summary of Cases, Deaths, and Outbreaks by Date Reported**

	10/31 – 11/6/2021	10/24 – 10/30/2021	Cumulative
<b>Cases</b>	3,505 ↓	3,538	374,831
<b>Avg Daily Cases</b>	501 ↓	505	615
<b>Deaths</b>	32 ↓	35	4,250
<b>Outbreaks</b>	32 ↓	38	2,952

### COVID-19 Infections by Vaccination Status

Case rate for not fully vaccinated residents is **3 times higher** than fully vaccinated residents

Dates: 10/17-10/23/2021

Not Fully Vaccinated\*  
Case Rate

**24.8**

Fully Vaccinated\*\*  
Case Rate

**8.4**

County Overall  
Case Rate

**14.6**

Figure 2. 7-Day Rolling Average COVID-19 Case Rate by Vaccination Status in San Diego County Residents since March 1, 2021

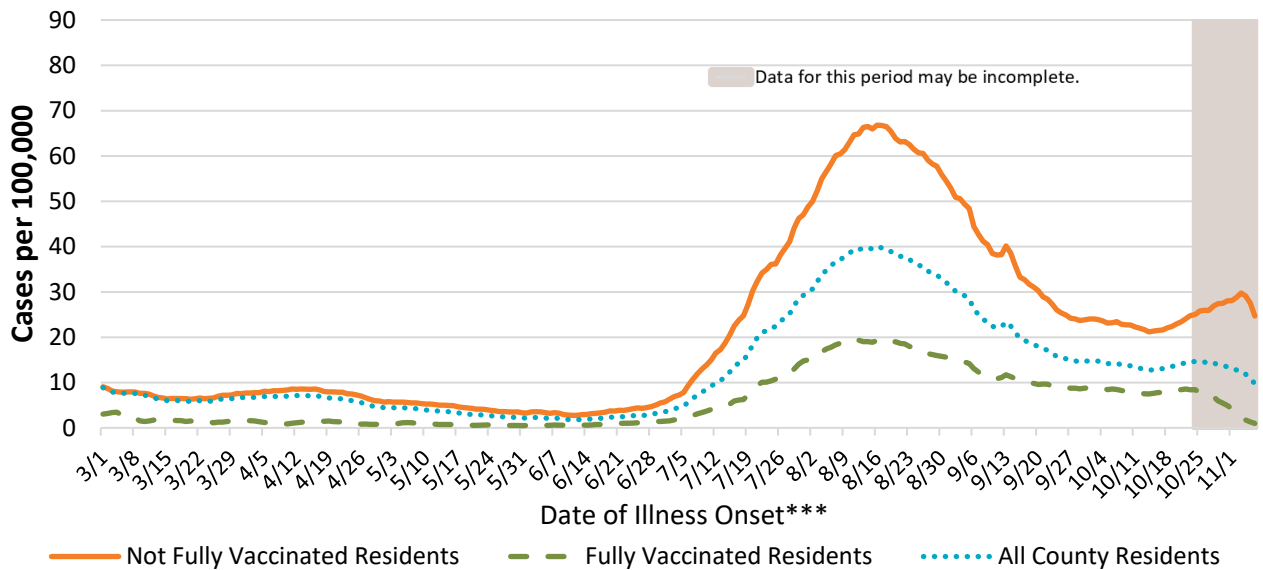


Table 2. COVID-19 Cases Among San Diego County Residents by Vaccination Status Since March 1, 2021

	Not Fully Vaccinated*	Fully Vaccinated**	Total
<b>Cases</b>	83,351 (75.4%)	27,163 (24.6%)	110,514
<b>Hospitalizations</b>	2,793 (93.3%)	201 (6.7%)	2,994
<b>Deaths</b>	457 (84.6%)	83 (15.4%)	540

\*Not fully vaccinated includes individuals with one dose of the two-dose series, no doses, or unknown vaccination status. Individuals who are not yet eligible for the vaccine are also included.

\*\*Cases who first tested positive (based on specimen collection date) greater than or equal to 14 days after receiving the final dose of COVID-19 vaccine.

Percentages are among total cases, hospitalizations, and deaths for the time period.

\*\*\*If case did not have symptoms or illness onset date is unavailable, the earliest of specimen collection date, date of death, or date reported is used instead.

San Diego County Population from SANDAG 2019 Population Estimates (Prepared June 2020) = 3,351,784. The fully vaccinated population for each day is the cumulative number of county residents documented to have received the final dose of COVID-19 vaccine more than 14 days prior to that day. The not fully vaccinated population is the estimated total county population minus the fully vaccinated population.

### COVID-19 Hospitalizations by Vaccination Status

Hospitalization rate for not fully vaccinated residents is **12 times higher** than fully vaccinated residents

Dates: 10/10-10/16/2021

Not Fully Vaccinated\*  
Hospitalization Rate

**0.74**

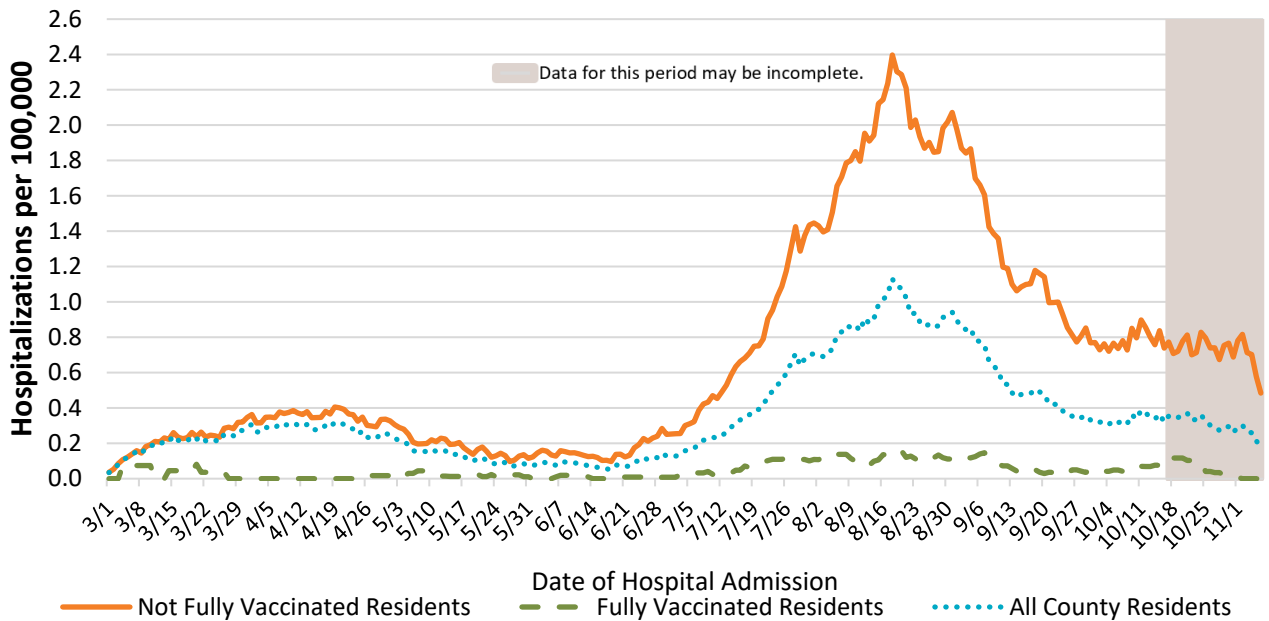
Fully Vaccinated\*\*  
Hospitalization Rate

**0.06**

County Overall  
Hospitalization Rate

**0.32**

Figure 3. 7-Day Rolling Average COVID-19 Hospitalization Rate by Vaccination Status in San Diego County Residents since March 1, 2021

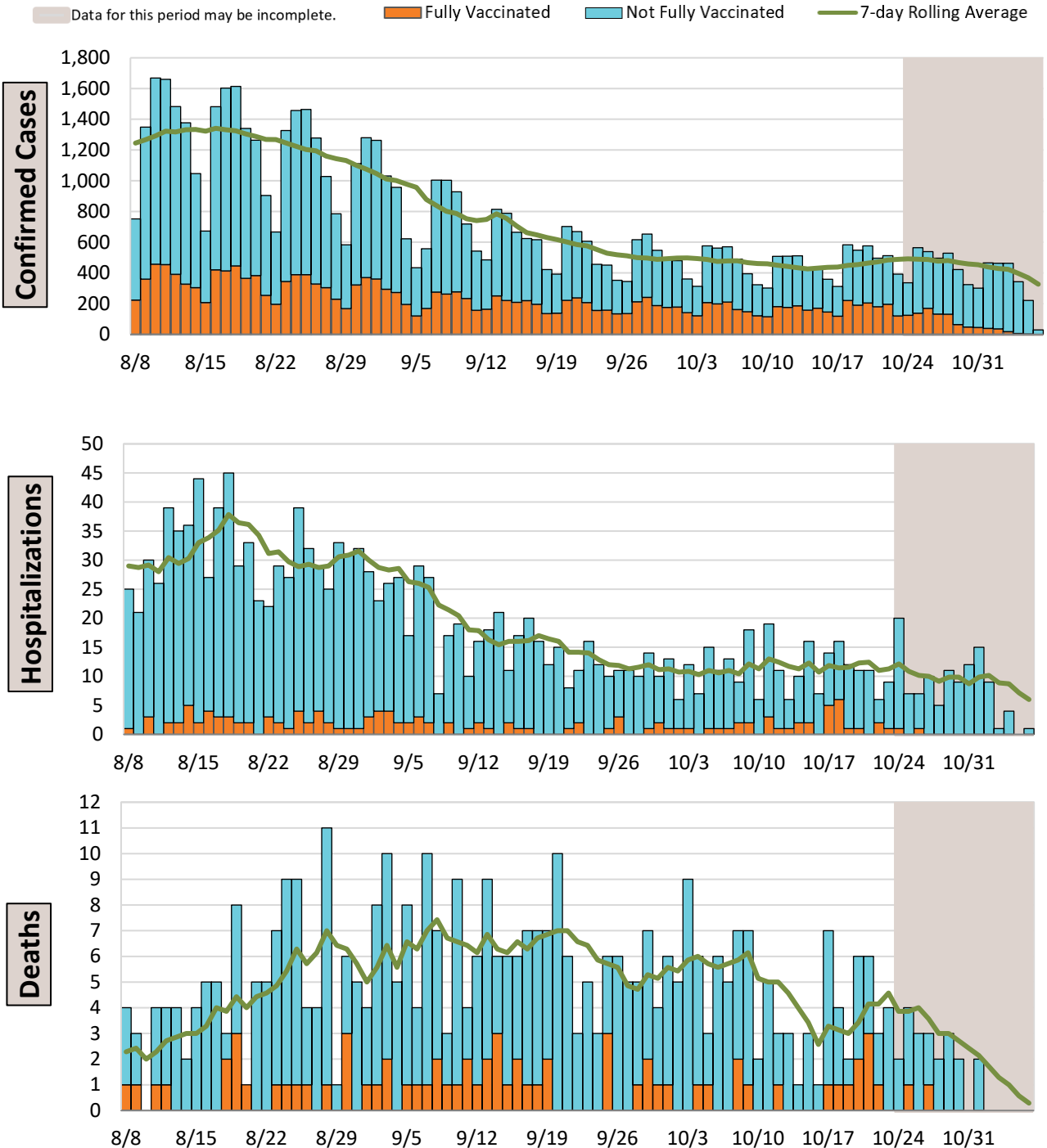


\*Not fully vaccinated includes individuals with one dose of the two-dose series, no doses, or unknown vaccination status. Individuals who are not yet eligible for the vaccine are also included.

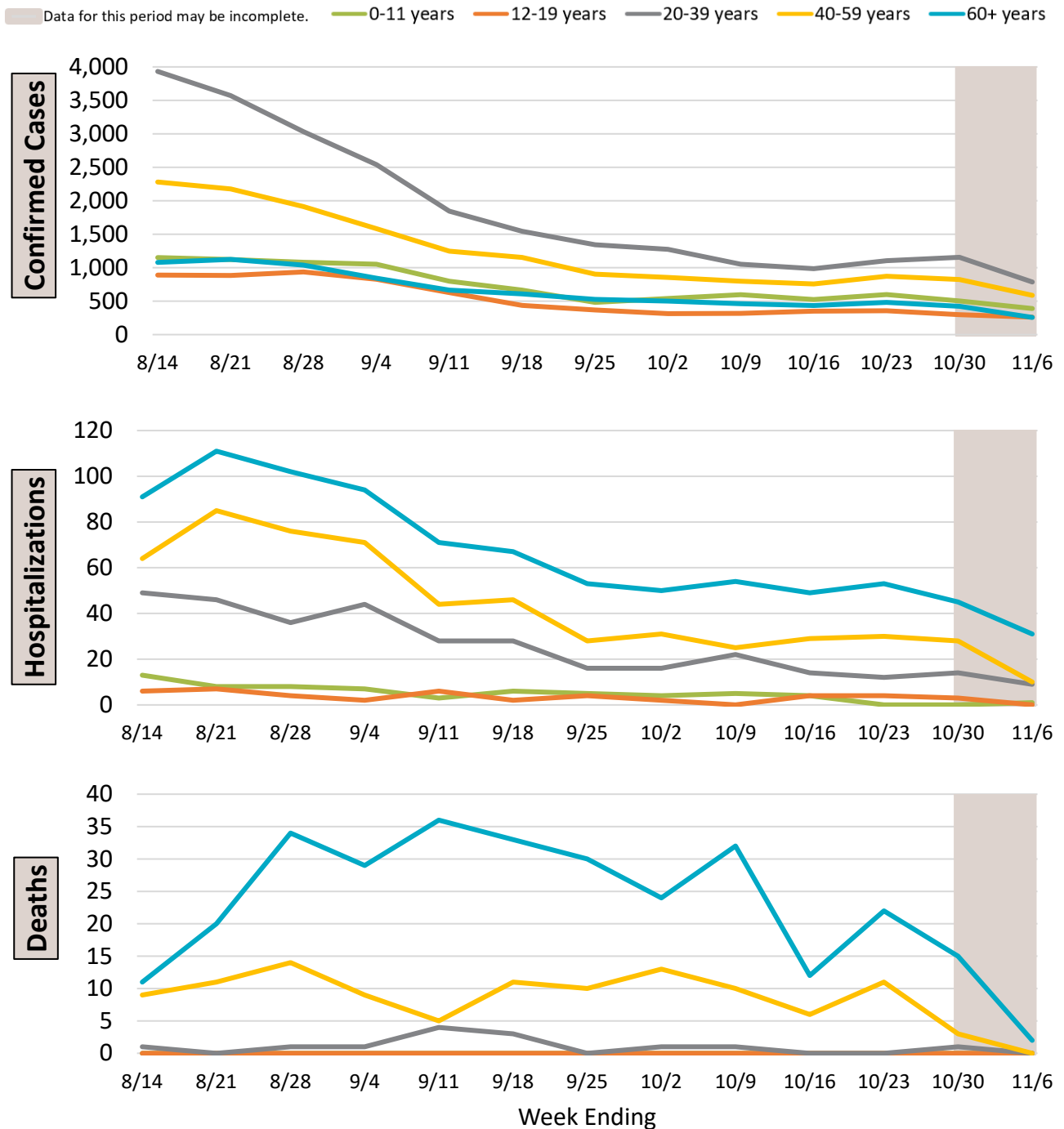
\*\*Cases who first tested positive (based on specimen collection date) greater than or equal to 14 days after receiving the final dose of COVID-19 vaccine.

San Diego County Population from SANDAG 2019 Population Estimates (Prepared June 2020) = 3,351,784. The fully vaccinated population for each day is the cumulative number of county residents documented to have received the final dose of COVID-19 vaccine more than 14 days prior to that day. The not fully vaccinated population is the estimated total county population minus the fully vaccinated population.

### Figures 4-6. Daily COVID-19 Counts by Vaccination Status – Previous 3 Months



**Figures 7-9. Weekly COVID-19 Counts by Age – Previous 3 Months**



### Selected Characteristics of COVID-19 Cases, Hospitalizations, and Deaths

**Table 3. Confirmed Cases by Date Reported, Last Two Weeks vs. Cumulative**

Confirmed Cases		October 24, 2021 – November 6, 2021	February 14, 2020 – November 6, 2021
	Confirmed cases		7,043
Median age		33 years	34 years
Age range		0-100+ years	0-100+ years
Male		3,500 (50%)	182,013 (49%)
Female		3,496 (50%)	190,116 (51%)

**Table 4. Confirmed Hospitalizations by Date of Admission, Last Two Weeks vs. Cumulative**

Hospitalizations		October 24, 2021 – November 6, 2021	February 14, 2020 – November 6, 2021
	Hospitalizations		141 (2%)
Median age		60 years	62 years
Age range		14-100+ years	0-100+ years
Male		70 (50%)	9,793 (54%)
Female		71 (50%)	8,396 (46%)

Sex is unknown for 0 hospitalizations for the last two weeks and for 29 hospitalizations cumulatively.

Note: Percentage hospitalized is calculated based on the total number of cases; information may be unknown in some cases. Hospitalization counts are likely underreported and may increase as additional information is obtained.

**Table 5. Confirmed Deaths by Date of Death, Last Two Weeks vs. Cumulative**

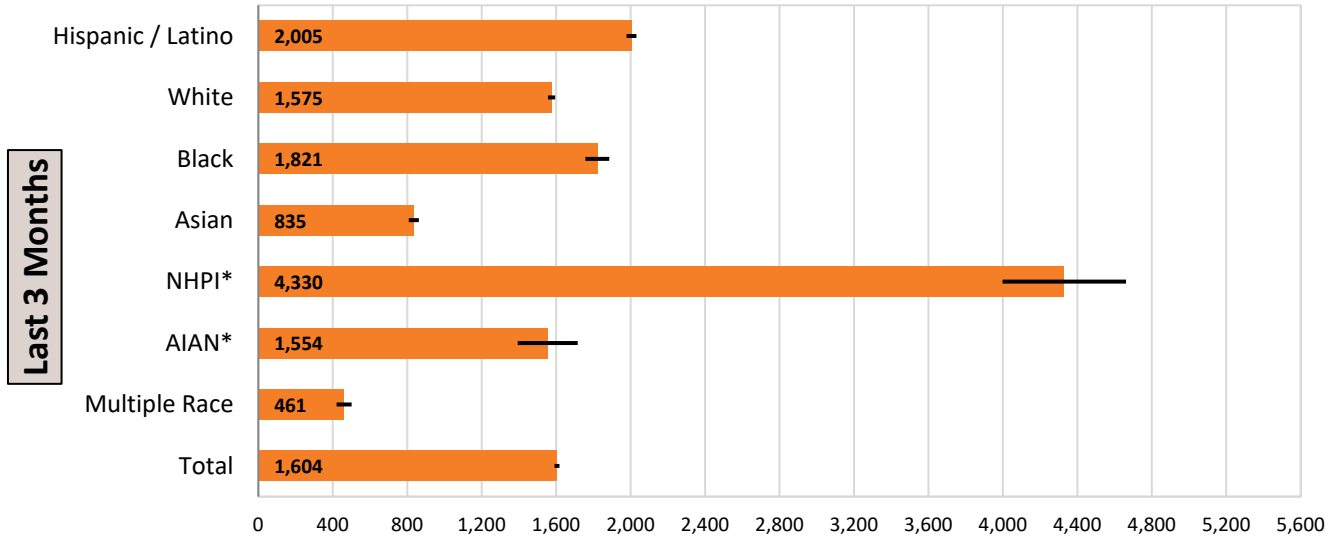
Deaths		October 24, 2021 – November 6, 2021	February 14, 2020 – November 6, 2021
	Deaths		21
Case Fatality Ratio		N/A*	1.1%
Underlying Conditions**		19 (91%)	4,044 (95%)
Median age		74 years	76 years
Age range		32-100+ years	10-100+ years
Male		14 (67%)	2,558 (60%)
Female		7 (33%)	1,692 (40%)

\*Data are incomplete for this time period.

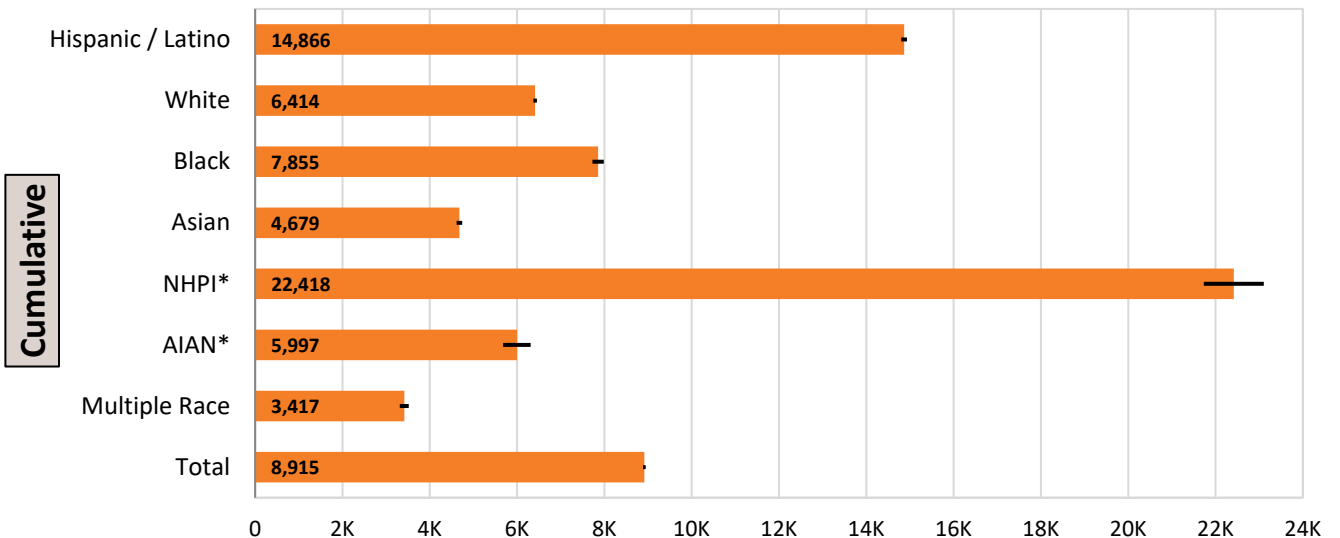
\*\*Refer to the graph on page 18 for more details.

### Age-Adjusted COVID-19 Case Rates by Race/Ethnicity

**Figure 10. Age-Adjusted Rates of Confirmed Cases by Race/Ethnicity, San Diego County Residents**



**Figure 11. Age-Adjusted Rates of Confirmed Cases by Race/Ethnicity, San Diego County Residents**

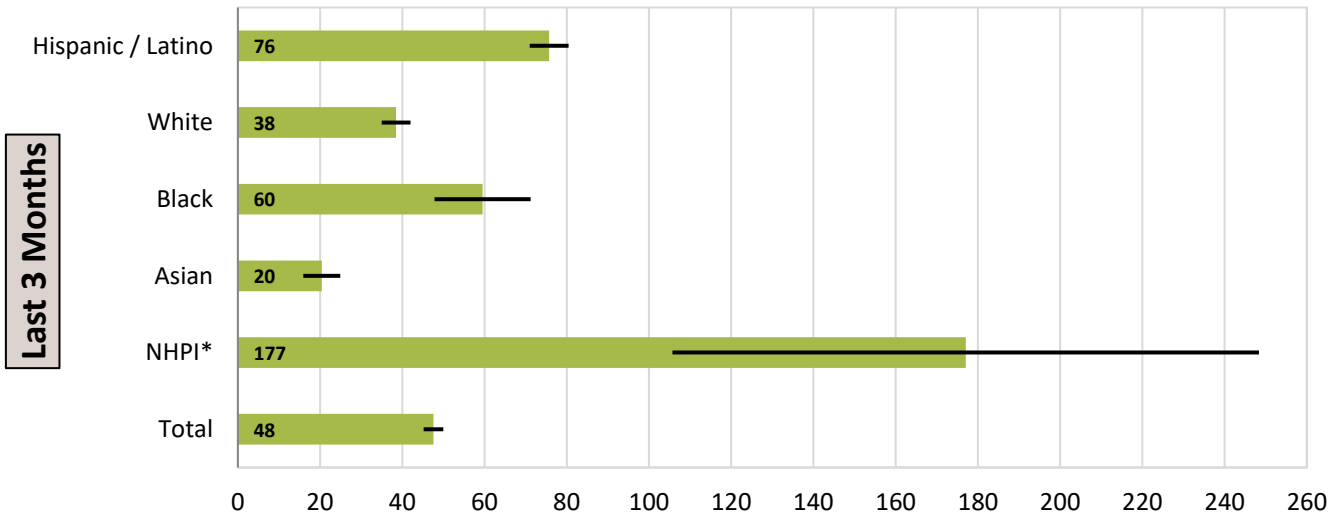


The black lines represent the 95% confidence intervals (error bars). Rates are not calculated for fewer than 20 events.

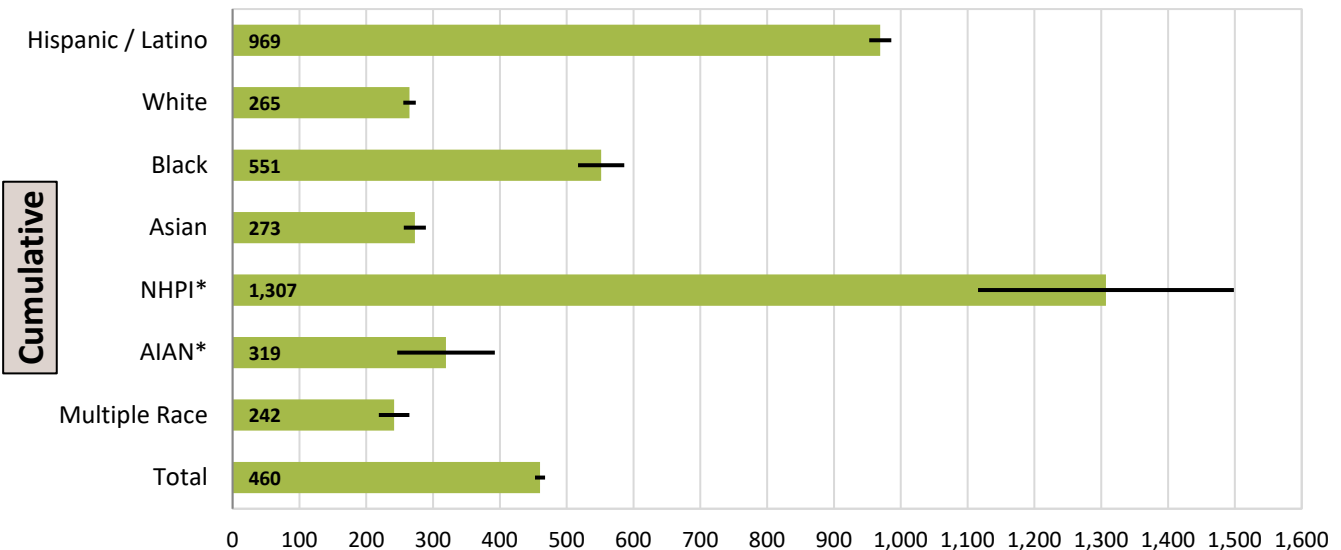
\*NHPI=Native Hawaiian/Pacific Islander, AIAN=American Indian/Alaska Native.

### Age-Adjusted COVID-19 Hospitalization Rates by Race/Ethnicity

**Figure 12. Age-Adjusted Rates of Hospitalizations by Race/Ethnicity, San Diego County Residents**



**Figure 13. Age-Adjusted Rates of Hospitalizations by Race/Ethnicity, San Diego County Residents**



The black lines represent the 95% confidence intervals (error bars).

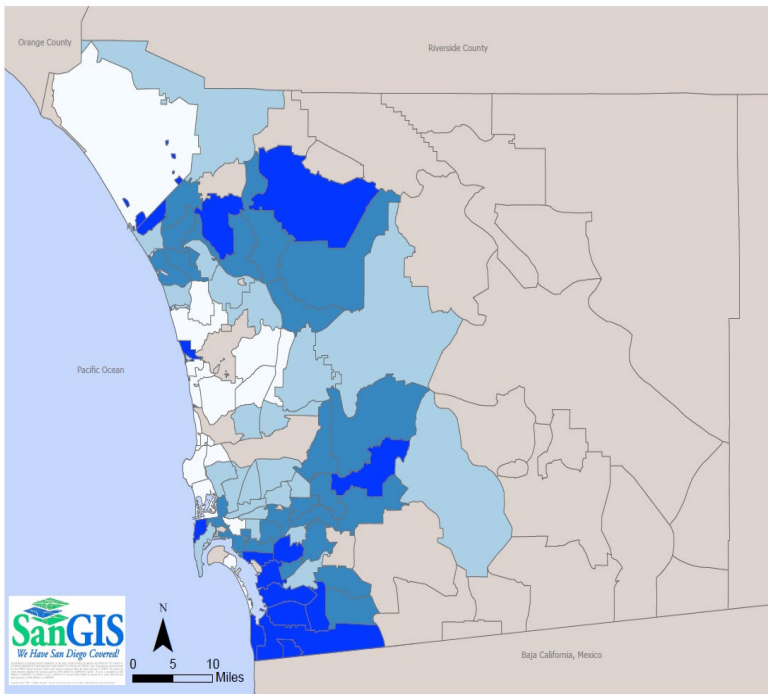
Rates are not calculated for fewer than 20 events. Hospitalization rates were not calculated for the last three months for Multiple Race and AIAN because these categories have fewer than 20 events.

\*NHPI=Native Hawaiian/Pacific Islander, AIAN=American Indian/Alaska Native.

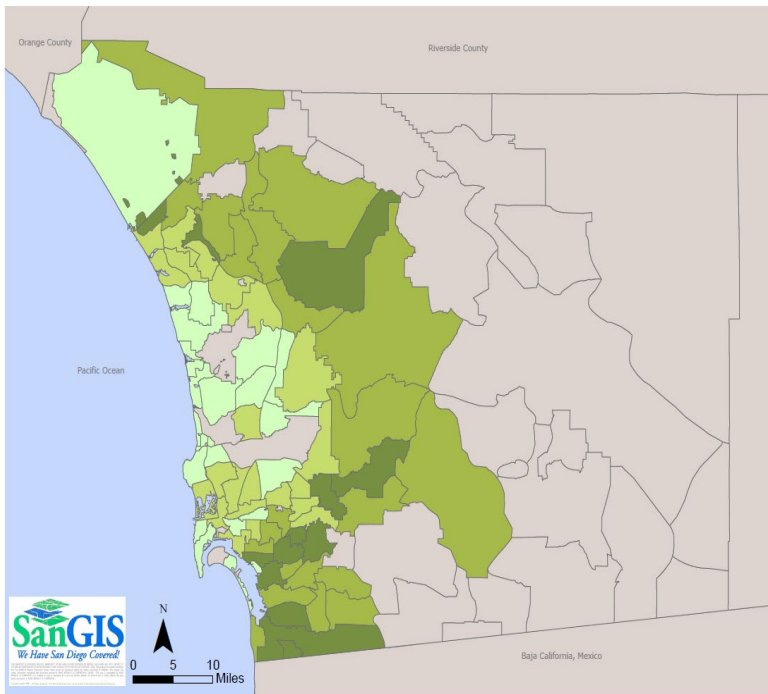
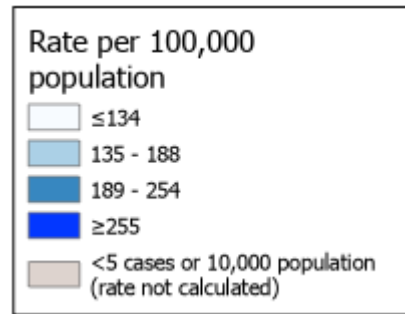


# COVID-19 WATCH

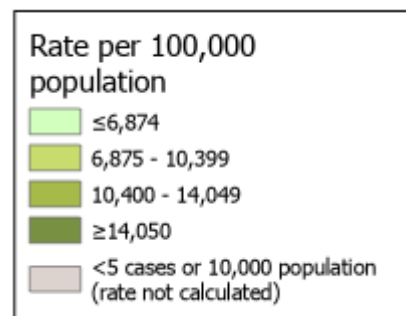
## Weekly Coronavirus Disease 2019 (COVID-19) Surveillance Report



**Figure 14. Confirmed Case Rate by Zip Code of Residence, 10/24/2021-11/6/2021, San Diego County**  
 (Countywide Rate = 210 per 100,000 Population)



**Figure 15. Cumulative Confirmed Case Rate by Zip Code of Residence, San Diego County**  
 (Countywide Rate = 11,183 per 100,000 Population)

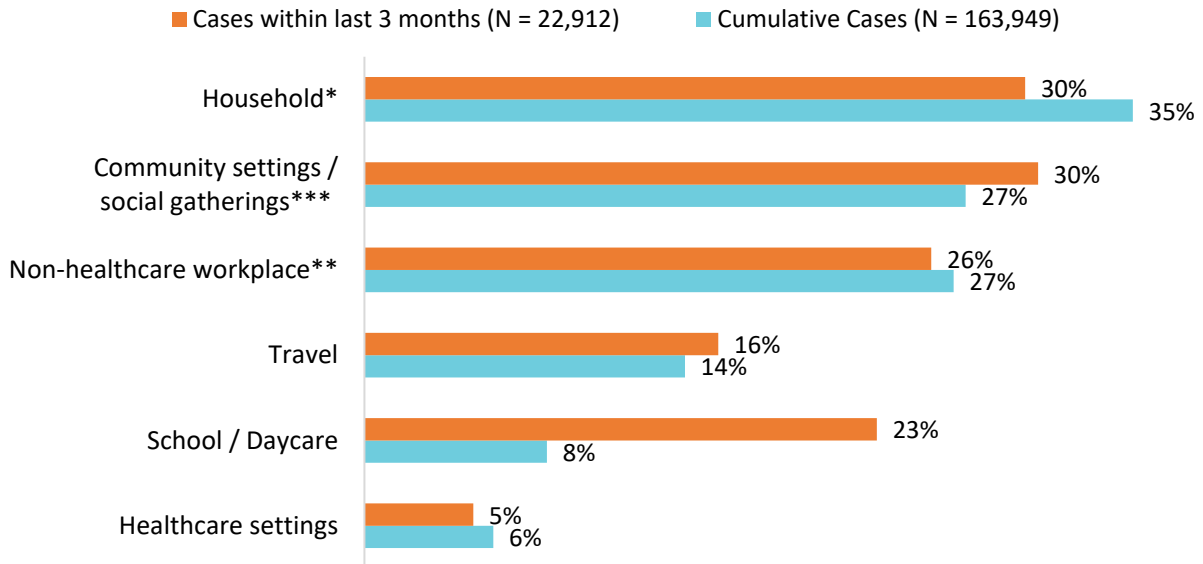


Confirmed COVID-19 Cases by Zip Code

Rates calculated using 2019 population estimates from the San Diego Association of Governments. Rates not calculated for counts under 5 cases or populations less than 10,000. Zip code is zip code of residence, which may not be location of exposure. Case [counts and rates](#) for each zip code are updated routinely on the County of San Diego COVID-19 website.

### COVID-19 Potential Exposure Settings

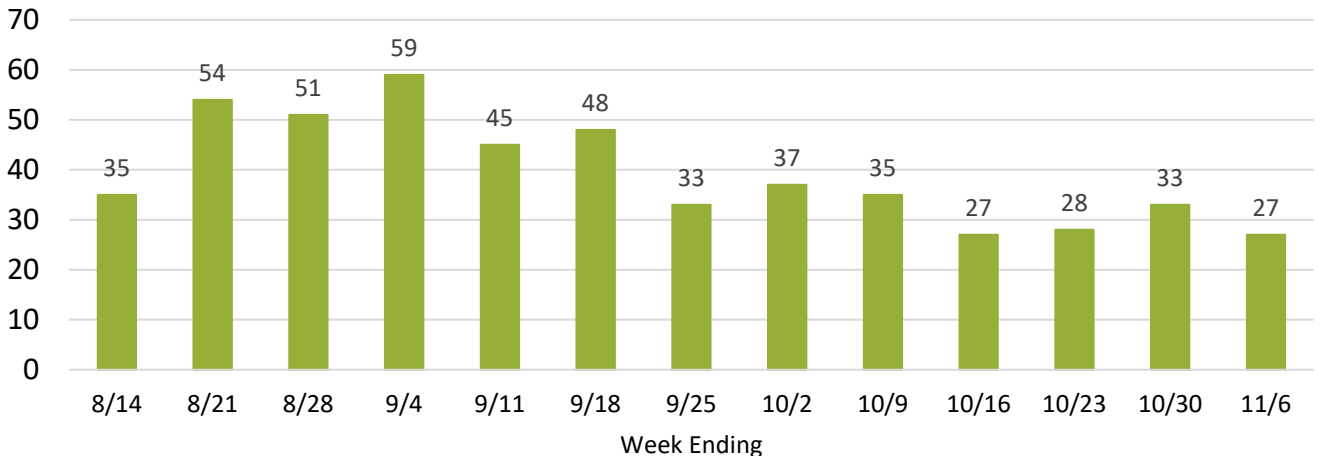
**Figure 16. All Potential Exposure Settings Identified Among Confirmed Cases, San Diego County Residents**



Potential exposure settings are places case-patients visited during their exposure period, not confirmed sources of infection. Persons may be exposed in multiple locations and types of settings, including the household, the workplace, educational settings, other community settings, and during travel. Community settings are defined as indoor or outdoor locations in which cases came within 6 feet of anyone who was not a household member for at least 15 minutes during the 2-14 days prior to symptom onset, even if the case wore a mask or facial covering.

### COVID-19 Community Setting Outbreaks

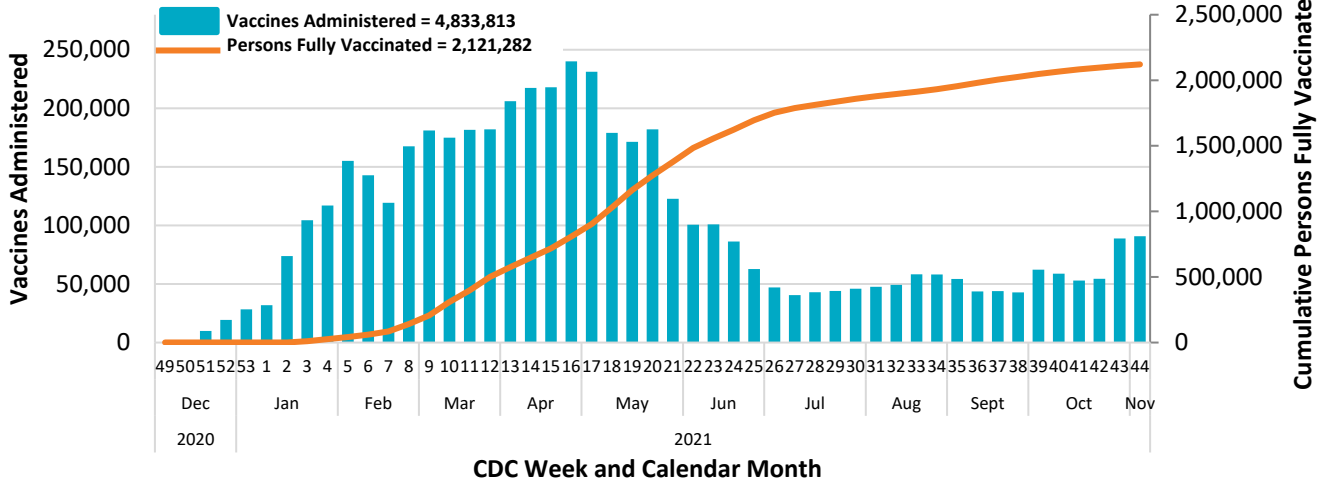
**Figure 17. Community Setting Outbreaks\* by Date Outbreak Confirmed**  
Total Number of Community Outbreaks=512



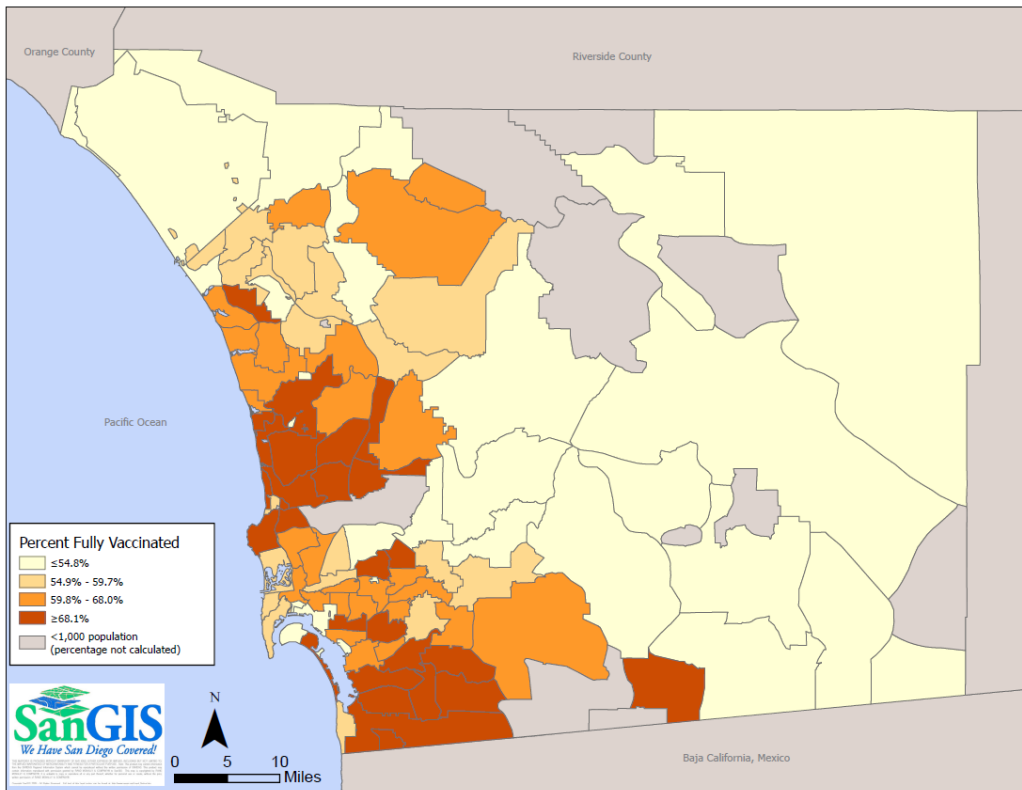
\*Community setting outbreaks are defined as at least three probable or confirmed COVID-19 cases within a 14-day period in people who are epidemiologically-linked in the setting, are from different households, and are not identified as close contacts of each other in any other case investigation. Examples include workplaces, adult and child daycare facilities, K-12 schools and colleges/universities, and day camps.

### COVID-19 Vaccinations

**Figure 18. Number of COVID-19 Vaccinations Administered and Cumulative Number of Persons Fully Vaccinated by Week Among San Diego County Residents**



The bars show vaccines administered, not individuals vaccinated. The line shows the cumulative number of persons fully vaccinated per the dose and schedule regimen for the vaccine received.



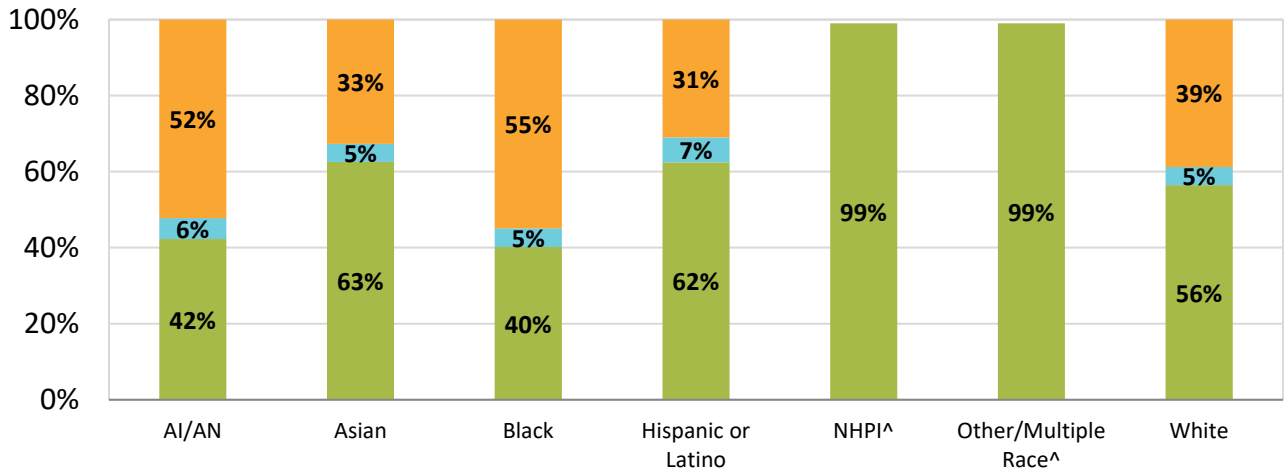
**Figure 19. Percentage of the Total Population of San Diego County Residents Who are Fully Vaccinated, by Zip Code of Residence**

Only includes vaccines that have been recorded in the San Diego Immunization Registry (SDIR). Some healthcare providers, including Veteran’s Affairs, the Department of Defense, some tribal entities, and prisons do not report to SDIR. See this [dashboard](#), updated daily, for more detailed vaccine status information for San Diego County. Data source: San Diego Immunization Registry, SANDAG 2019 Population Estimates (Prepared June 2020).

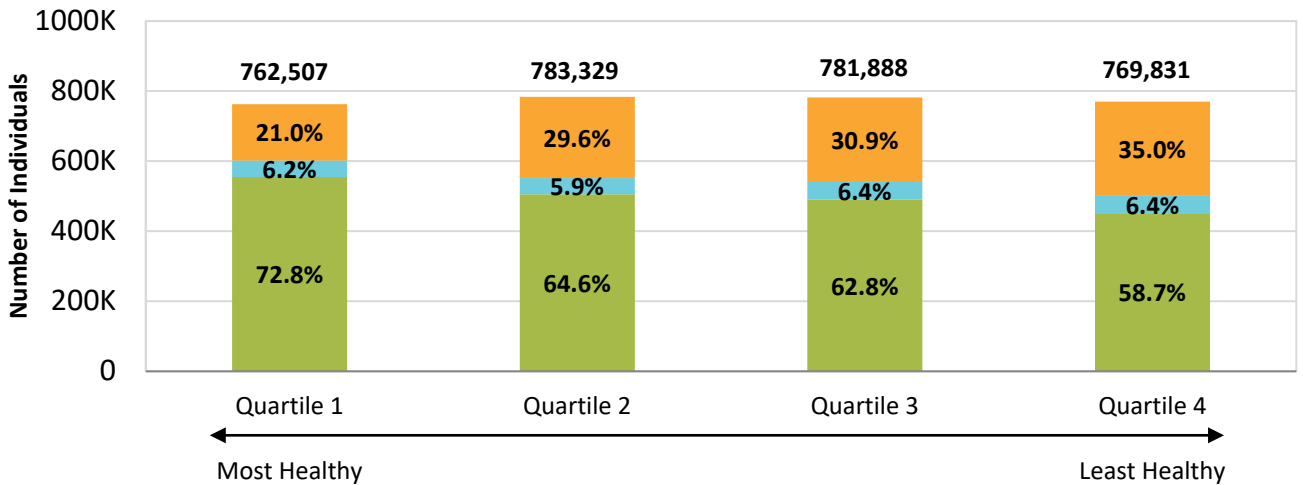
### COVID-19 Vaccinations by Race/Ethnicity and Health Equity

■ Fully Vaccinated ■ Partially Vaccinated ■ Not Vaccinated

**Figure 20. Vaccination Status by Race/Ethnicity, San Diego County Residents Age Five Years and Older**



**Figure 21. Vaccination Progress by Healthy Places Index Quartile,\* San Diego County Residents Age Five Years and Older**



\*The California [Healthy Places Index](#)

<sup>^</sup>The percentage and rate of the population vaccinated with at least one dose of COVID-19 vaccine may approach, or exceed, 99% or 999 per 1,000 San Diego residents aged five years and older. The most recent race/ethnicity populations are 2019 estimates, which may underestimate the current population. When these demographics are analyzed, the population estimates may not reflect social and environmental changes of a community, possibly leading to an under- or overestimate of a population.

Individuals vaccinated by Veterans Affairs or Department of Defense are not included.

COVID-19 vaccine is not approved for those under age five at this time.

Data source: San Diego Immunization Registry, SANDAG 2019 Population Estimates (Prepared June 2020). Total population five years of age and older=3,144,061. Population estimate of 45,505 individuals do not reside in a census tract with a Healthy Places Index score.

Data through  
11/6/2021

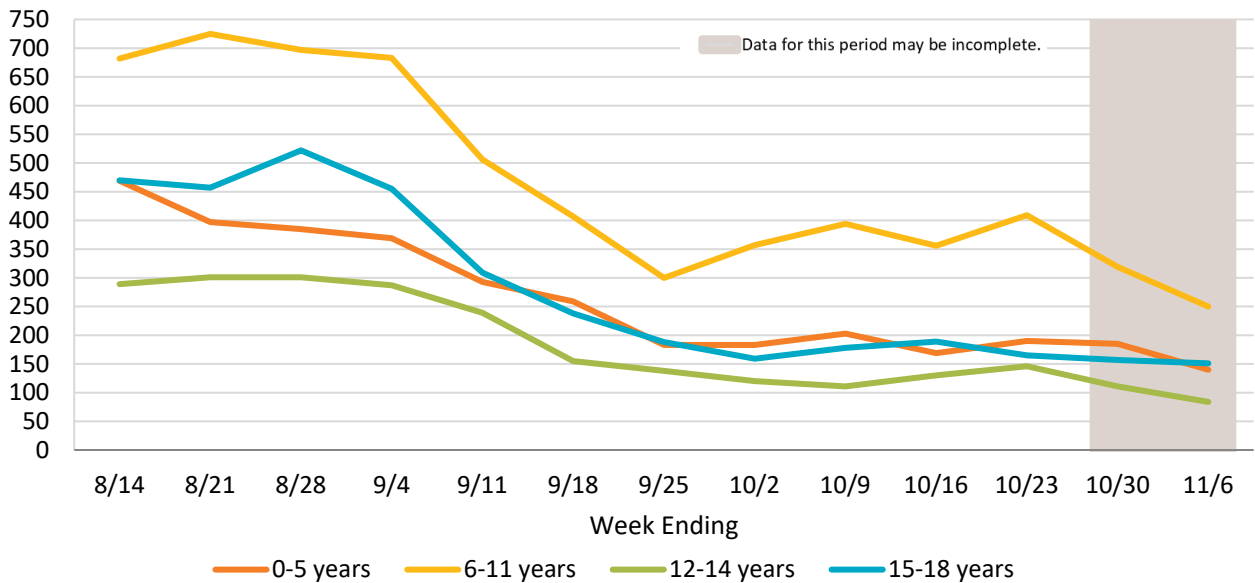
**Epidemiology and Immunization Services Branch**

[www.sdepi.org](http://www.sdepi.org) (619) 692-8499



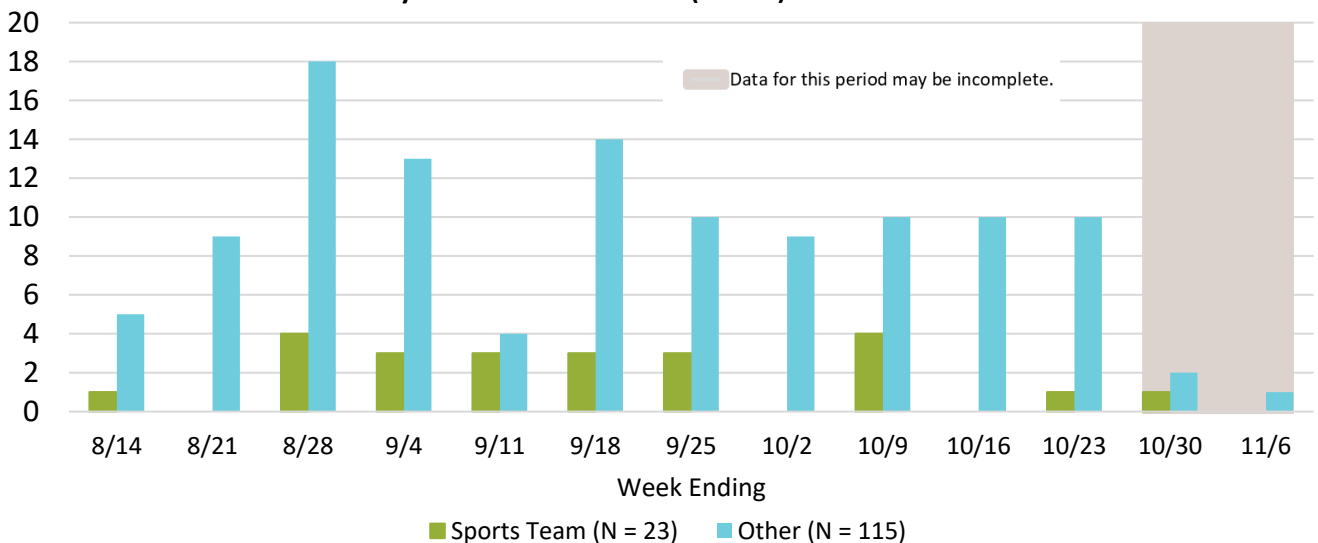
### COVID-19 Cases in Children and Outbreaks in School Settings

**Figure 22. COVID-19 Confirmed Cases for Ages 0-18 Years by Week of Illness Onset,\* San Diego County Residents, N=15,560**



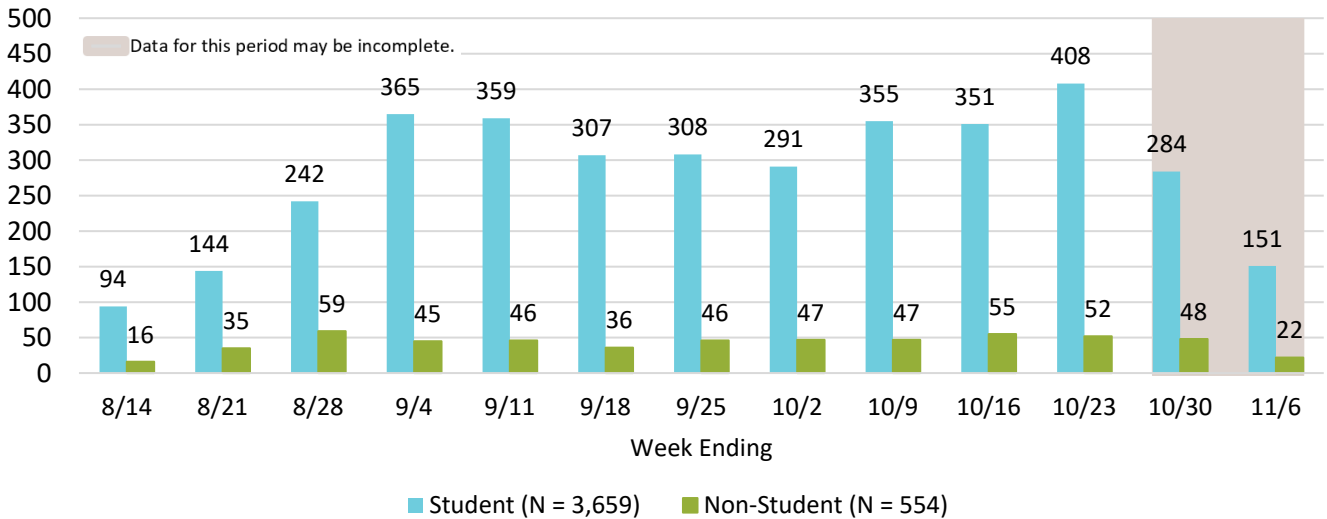
\*When onset date is unavailable, specimen collection date, date of death, or date reported is used instead.

**Figure 23. COVID-19 Outbreaks in School Settings (Tk-12<sup>th</sup> Grade) by Week of Illness Onset (N=138)**



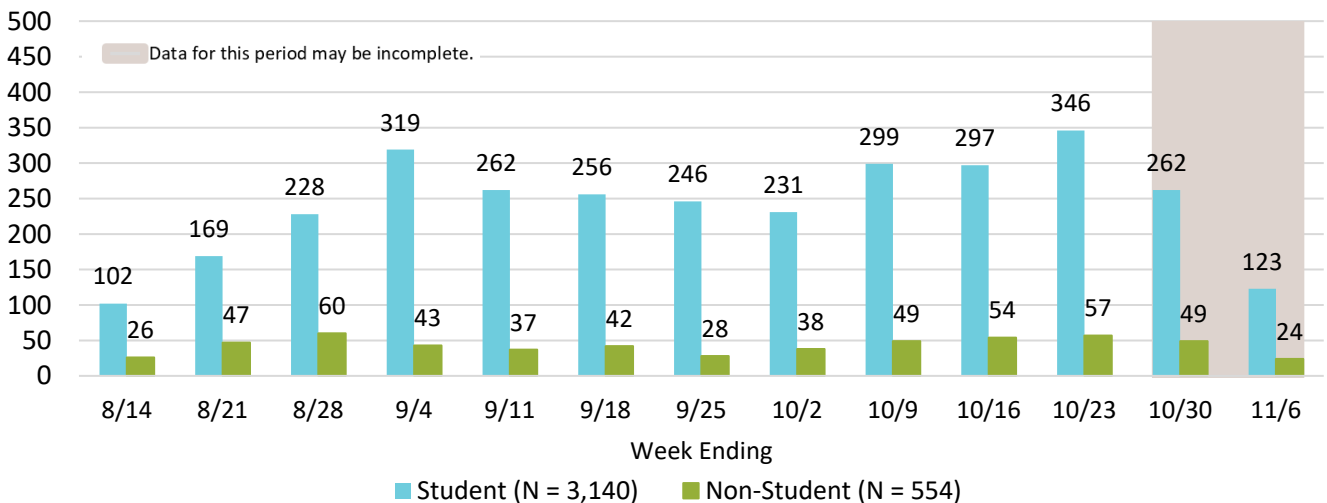
### COVID-19 Cases in Schools

**Figure 24. Confirmed Cases Physically Present at K-12 Schools During Exposure Period\* by Week of Illness Onset\*\*, San Diego County Residents, N=4,213**



\*Cases are among students and non-students physically present at a K-12 school 2-14 days prior to symptom onset (or lab collection date if asymptomatic) with COVID-19.  
\*\*If case did not have symptoms or illness onset date is unavailable, the earliest of specimen collection date, date of death, or date reported is used instead.

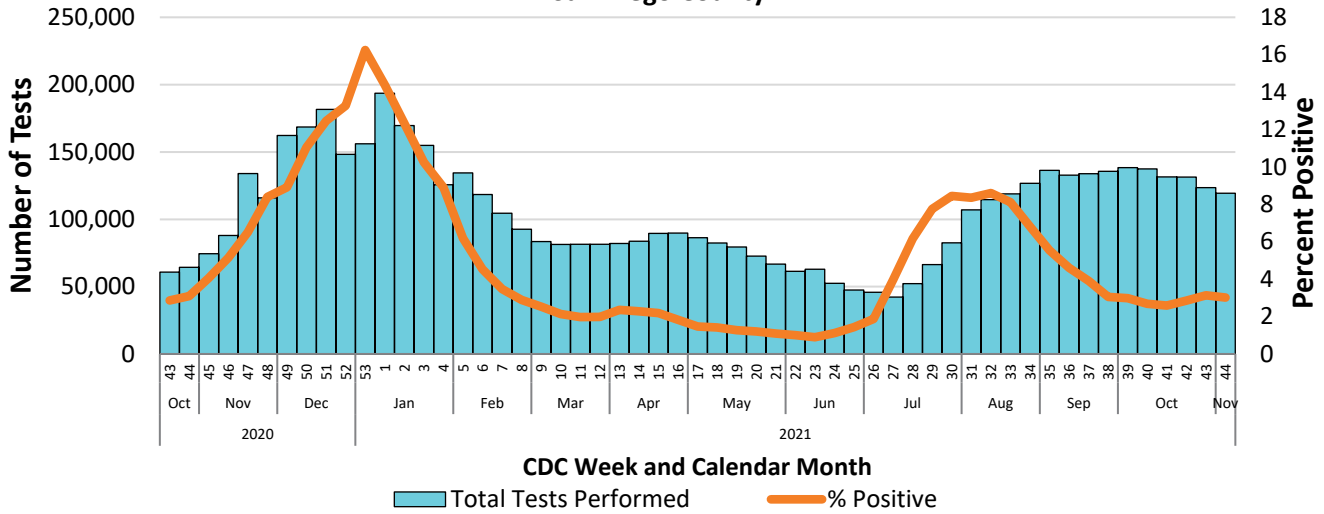
**Figure 25. Confirmed Cases Physically Present at K-12 Schools During Communicable Period\* by Week of Illness Onset\*\*, San Diego County Residents, N=3,694**



\*Cases are among students and non-students physically present at a K-12 school 48 hours prior to symptom onset (or lab collection date if asymptomatic) with COVID-19.  
\*\*If case did not have symptoms or illness onset date is unavailable, the earliest of specimen collection date, date of death, or date reported is used instead.

### COVID-19 Laboratory Test Positivity Rate – Previous 12 Months

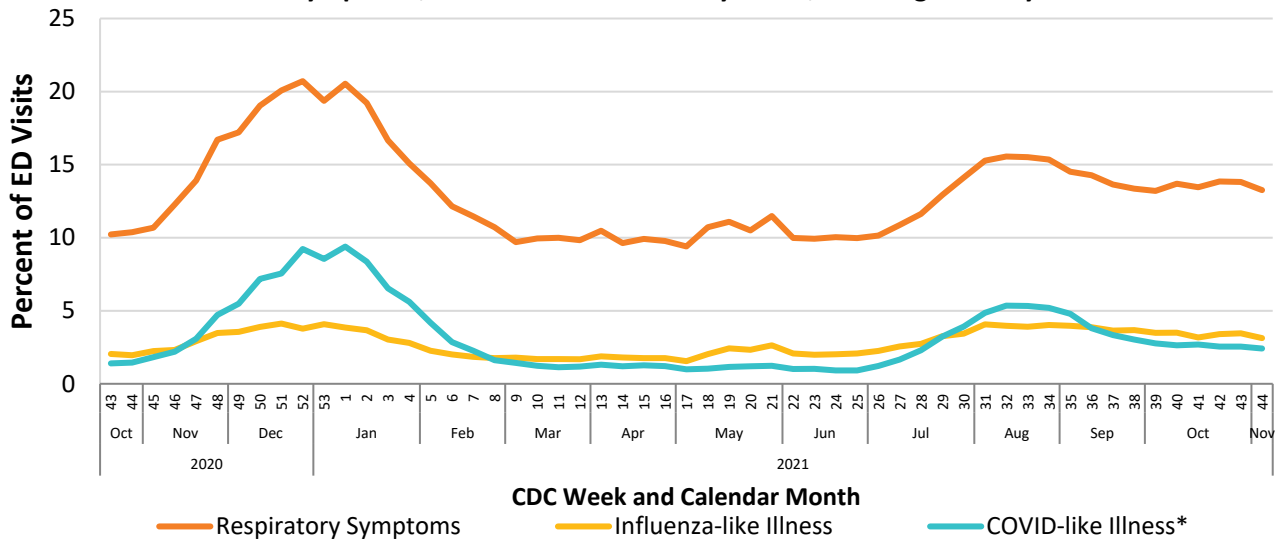
Figure 26. COVID-19 Testing Volume and Positivity by Week of Specimen Collection, San Diego County



Includes PCR tests performed by COSD Public Health, hospital, and reference laboratories and reported via Electronic Laboratory Reporting (ELR) and line lists. Excludes invalid, indeterminate, and unsatisfactory results.

### Emergency Department Data – Previous 12 Months

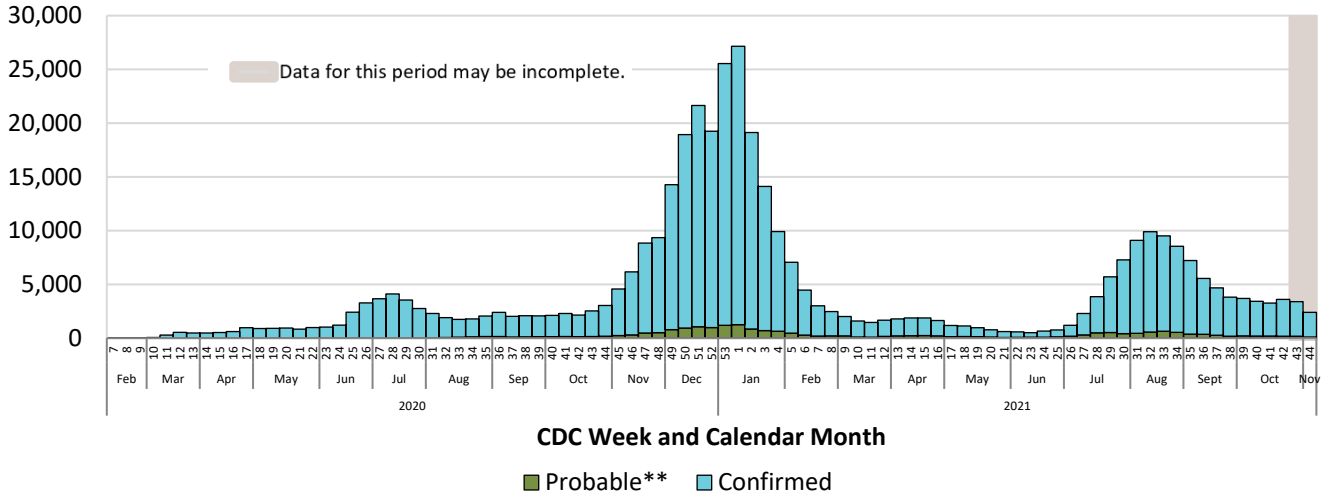
Figure 27. Percent of Emergency Department Visit Chief Complaints for ILI, Respiratory Symptoms, or COVID-like Illness\* by Week, San Diego County



Categories are not mutually exclusive. \*COVID-like Illness includes fever and cough, shortness of breath, or difficulty breathing OR coronavirus diagnostic codes.

### COVID-19 Pandemic at a Glance

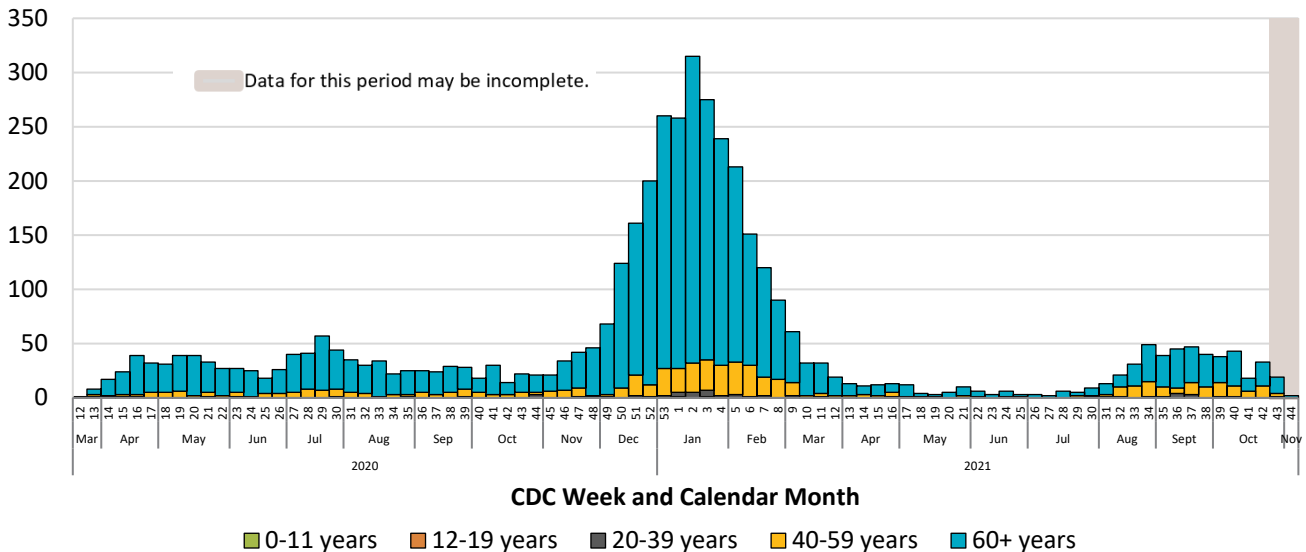
**Figure 28. COVID-19 Confirmed and Probable Cases by Week of Illness Onset\*, San Diego County Residents, N=396,594**



\*When onset date is unavailable, specimen collection date, date of death, or date reported is used instead.

\*\*Probable cases are antigen positive tests received since August 1, 2020.

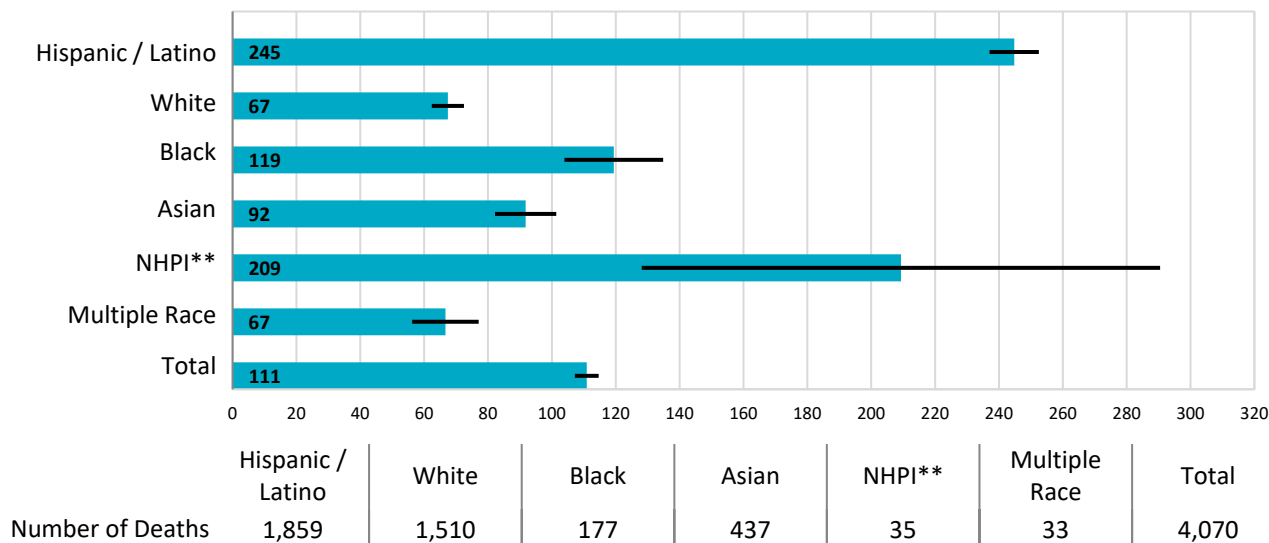
**Figure 29. COVID-19 Deaths by Week of Death San Diego County Residents, N=4,250**





### Pandemic at a Glance: Summary of COVID-19-associated Deaths

**Figure 30. Age-Adjusted Rates of COVID-19-associated Deaths by Race/Ethnicity, San Diego County Residents, N=4,070\***

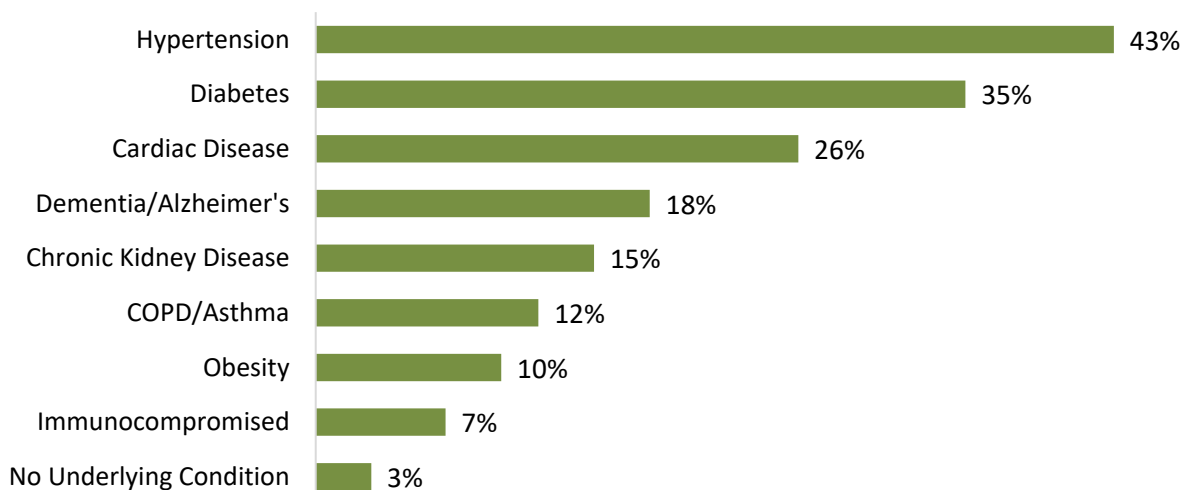


The black lines represent the 95% confidence intervals (error bars). Rates are not calculated for fewer than 20 events.

\*Race/ethnicity are unknown for 180 deaths.

\*\*NHPI=Native Hawaiian/Pacific Islander, AIAN=American Indian/Alaska Native.

**Figure 31. Common Underlying Conditions, COVID-19-associated Deaths**



Persons may have more than one underlying condition. These data are abstracted from death certificates and available medical records and may not reflect a complete list of underlying conditions for each person.

### COVID-19 Watch Data Sources

The following sources of data are used to produce this report:

- **COVID-19 case reports:** Medical providers and laboratories report individual cases of PCR-confirmed and antigen-positive probable COVID-19 via fax or electronic laboratory reporting (ELR) to the County of San Diego Epidemiology Unit.
- **COVID-19 deaths:** The County of San Diego requests that all deaths related to COVID-19 be reported for surveillance purposes. Medical facilities may report these deaths directly to the Epidemiology Unit or they may be identified by the Office of Vital Records through death certificate registration. The Epidemiology Unit compiles the data, and only reports deaths that can be verified by a death certificate.
- **Emergency Department Chief Complaint Data:** Electronic emergency department data are reported to the Epidemiology Unit daily. The number of respiratory chief complaints and the number of total emergency department visits are used to calculate percentages for all respiratory-related visits and visits specific to influenza-like illness and COVID-like illness.
- **COVID-19 outbreaks:**
  - Skilled Nursing Facilities: at least one case of laboratory-confirmed COVID-19 in a resident.
  - Non-SNF Institution/Congregate Settings: At least three probable or confirmed COVID-19 cases within a 14-day period in epidemiologically-linked residents and/or staff.
  - Community settings: At least three probable or confirmed COVID-19 cases within a 14-day period in people who are epidemiologically-linked in the setting, are from different households, and are not identified as close contacts of each other in any other case investigation.
- **COVID-19 vaccinations:** Number of vaccinations registered in the San Diego Immunization Registry (SDIR) by participating providers. Some providers, including the VA, DoD, other military, some tribal, and prisons do not report to SDIR.
- **SANDAG population estimates, vintage 2019:** Rates are calculated using 2019 population estimates from the San Diego Association of Governments. Rates are not calculated for counts under five cases.

The purpose of the weekly **COVID-19 Watch** is to summarize current COVID-19 surveillance in San Diego County.

**Data are preliminary and may change due to delayed reporting and additional information obtained during investigations.**

For information on influenza in San Diego County, please see the weekly [Influenza Watch](#) surveillance report. Additional influenza data and resources and a link to subscribe to the Influenza Watch are available on the Epidemiology Unit [website](#).

SAN ELIJO JOINT POWERS AUTHORITY  
MINUTES OF THE BOARD MEETING  
HELD ON OCTOBER 19, 2021  
AT THE SAN ELIJO WATER CAMPUS

---

Kristi Becker, Chair

Kellie Hinze, Vice Chair

---

A meeting of the Board of Directors of San Elijo Joint Powers Authority (SEJPA) was held Tuesday, October 19, 2021, at 8:30 a.m., at the San Elijo Water Campus.

1. CALL TO ORDER

Chair Becker called the meeting to order at 8:30 a.m.

2. ROLL CALL

*Directors Present:*

Kristi Becker  
Kellie Hinze  
Catherine Blakespear  
David Zito

*Directors Absent:*

None

*Others Present:*

General Manager	Michael Thornton
Director of Operations	Chris Trees
Director of Finance and Administration	Amy Chang
Administrative Coordinator	Vanessa Hackney
Senior Project Manager	Mike Konicke

*SEJPA Counsel:*

Procopio, Cory, Hargreaves & Savitch	Adriana Ochoa
Procopio, Cory, Hargreaves & Savitch	Greg Moser

*City of Encinitas:*

Assistant Director of Public Works Department	Isam Hireish
Assistant City Manager	Jennifer Campbell

*City of Solana Beach:*

City Manager	Greg Wade
Director of Engineering/Public Works	Mohammad "Mo" Sammak

3. PLEDGE OF ALLEGIANCE

General Manager Thornton led the Pledge of Allegiance.

4. ORAL COMMUNICATION

None.

5. AWARDS AND RECOGNITION

None.

6. CONSENT CALENDAR

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

Agenda Item No. 7 Approval of Minutes for the September 21, 2021 Meeting

Agenda Item No. 8 Approval for Payment of Warrants and Monthly Investment Report

Agenda Item No. 9 Wastewater Treatment Report

Agenda Item No. 10 Recycled Water Report

Agenda Item No. 11 Reportable Meetings

Motion carried with the following vote of approval:

AYES: Becker, Hinze, Zito, Blakespear

NOES: None

ABSENT: None

ABSTAIN: None

13. GENERAL MANAGER'S REPORT

General Manager Thornton reported that staff from the 22<sup>nd</sup> AG district has approached SEJPA to gauge our interest to operating the wetlands treatment system that they recently installed to protect the water quality of the San Dieguito River that discharges to Dog Beach. They have asked SEJPA to develop a scope of work and a cost proposal for their consideration. Staff views this request as having potential benefits to SEJPA, 22<sup>nd</sup> AG district, and the coastal areas of Solana Beach and Del Mar. Staff will prepare the requested information and meet with 22<sup>nd</sup> AG district staff to determine next steps in developing this potential opportunity.

14. GENERAL COUNSEL'S REPORT VIRTUAL MEETINGS

Adriana Ochoa stated that AB361, the extension of virtual meetings, has been passed with slightly modified protocols. Adriana invited a discussion from the Board Members on holding future meetings either in person or virtually. The Board expressed their preference to meet in person for future Board Meetings, unless conditions change that present health and safety concerns.

15. BOARD MEMBER COMMENTS

None.

16. CLOSED SESSION

A closed session was held per Government Code Section 54957(b), Public Employee

Employment; Title: General Manager.

17. CONSIDERATION OF GENERAL MANAGER EMPLOYMENT CONTRACT

No action was taken.

18. ADJOURNMENT

The meeting adjourned at 9:03 a.m. The next Board of Directors meeting is scheduled to be held on Tuesday, November 16, 2021 at 8:30 a.m.

Respectfully submitted,

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

Michael T. Thornton, P.E.  
General Manager

SAN ELIJO JOINT POWERS AUTHORITY  
 PAYMENT OF WARRANTS  
 22-11

For the Month of October 2021

Warrant #	Vendor Name	G/L Account	Warrant Description	Amount
40283	Adam Kaye	Services - Professional	Preparation for public communication	\$ 775.00
40284	Allied Storage Containers	Equipment Rental/Lease	20' & 40' Storage containers - 10/01/21-10/31/21	359.89
40285	Susana Arredondo	Postage/Shipping	Employee reimbursement - Postal annex supplies for UPS	18.35
40286	American Water Chemicals, Inc.	Supplies - Chemicals	Antiscalant chemical for RO trains	7,588.93
40287	Bay City Electric Works	Services - Maintenance	Preventative maintenance - Sep	310.00
40288	Boot World, Inc.	Uniforms - Boots	Safety boots - S. Best	189.94
40289	Brenntag Pacific, Inc	Supplies - Chem - Odor	Sodium hydroxide	1,551.58
40290	BrightView Landscapes	Services - Landscape	Grounds maintenance	2,782.00
40291	CDM Smith	Services - Engineering	Engineering services - 08/08/21 - 09/04/21	9,217.00
40292	The Coast News Group	Advertising	Public notice - bids ground maintenance	588.00
40293	CWEA Membership	Dues & Memberships	Certificate renewal - A Simonson	91.00
40294	Del Mar Blue Print	Supplies - Office	Art installation supplies	1,562.28
40295	EDCO Waste & Recycling Service	Utilities - Trash	Sep	279.89
40296	Eurofins Calscience, LLC	Services - Laboratory	Testing water samples	5,797.50
40297	Evoqua Water Technologies	Supplies - Chem - Odor	Bioxide	6,047.29
40298	Forte of San Diego	Supplies - Janitorial	Various supplies	118.57
40299	FRS Environmental	Services - Maintenance	Parts washer service	271.55
40300	Government Finance Officers As	Dues & Memberships	Membership - A. Chang	160.00
40301	Grainger, Inc.	Repair Parts Expense	Electrical connector for main operations building AC unit	9.48
40302	GC Pivotal LLC	Utilities - Internet	T-1 service November	355.24
40303	The Hardwood & Hardware Co.	Supplies - Shop & Field	Various Lumber	1,177.79
40304	Harrington Industrial Plastics	Repair Parts Expense	Odor control recirculation pump parts	3,513.75
40305	Idexx Distribution, Inc.	Supplies - Lab	Enterolert detector strips	1,976.92
40306	JCI Jones Chemicals, Inc	Supplies - Chem - Sodium Hypo	Hypochlorite solution	15,511.53
40307	Kimley-Horn & Associates, Inc.	Services - Professional	Civil engineering services	1,537.50
40308	Liquid Environmental Solution	Services - Grit & Screenings, Grease & Scum	Roll off box delivery, Pumping service - 07/15/21	1,622.00
40309	McMaster-Carr Supply Co.	Shop Tools and Equip., Repair Parts Expense	Various supplies	987.57
40310	MetLife - Group Benefits	Dental/Vision	Dental - Oct	2,052.36
40311	Michael Baker International	Services - Engineering	Plume tracking study at the San Elijo Ocean Outfall	5,180.00
40312	Micro Motion, Inc.	Repair Parts Expense	Cable for stormwater station	4,159.87
40313	MMAASC	Dues & Memberships	Membership - A. Chang	90.00
40314	OneSource Distributors, Inc.	Repair Parts Expense	Solana Beach PS repair parts	94.31
40315	Eric ORiley	Supplies - Safety	Employee reimbursement - prescription safety glasses	300.00
40316	Pacific Pipeline Supply	Repair Parts Expense	URS inlet valve repair parts	799.81
40317	ProBuild Company, LLC	Supplies - Shop & Field	Various supplies	150.29
40318	Rusty Wallis, Inc.	Services - Maintenance	Water softener, tank service, & salt bags	526.09
40319	San Dieguito Water District	Utilities - Water	Water	242.40
40320	San Dieguito Water District	Utilities - Water	Water	878.11
40321	Southwest Valve & Equip.	Supplies - Shop & Field	FEB valve	2,631.26
40322	Thatcher Company of California	Supplies - Chemicals	Aluminum sulfate	5,888.23
40323	Trussell Technologies, Inc	Services - Engineering	Operational support consulting, Services for storm and recycled water quality enhan	7,723.00
40324	Underground Service Alert/SC	Services - Alarm	Safe excavation board fee, Dig alert - Oct	227.59
40325	USA Bluebook	Supplies - Lab	Lab supplies	119.23
40326	Vantagepoint Transfer Agents	EE Deduction Benefits	ICMA - 457	7,372.36
40327	Vantagepoint Transfer Agents	ICMA Retirement	ICMA - 401a	4,289.02
40328	Volt Management Corp	Services - Temp	Internship program and temporary work period ending - 07/09/21 to 09/26/21	11,015.31
40329	VWR International, Inc.	Supplies - Lab	Lab supplies	2,089.79
40330	Western Hose & Gasket	Supplies - Shop & Field	Hoses for plant	508.78
40331	Amy Chang	Accounts Receivable Control	Safety program	45.00
40332	Aquatic Bioassay	Services - Laboratory	Kelp germination & cancelled test	1,325.00
40333	AT & T	Utilities - Telephone	Alarm service - Oct	403.31
40334	Concepcion Yani Barragan	Accounts Receivable Control	Safety program	45.00
40335	Carollo Engineers	Services - Engineering	Standby Generator Design, RW Distribution System Valve Replacement Project	11,530.00
40336	Dale Kreinbring	Accounts Receivable Control	Safety program	45.00
40337	DMV	Services - Other	Safety records 06/01/21 - 09/30/21	17.00
40338	Environmental Express, Inc.	Supplies - Lab	Disposable BOD bottles	562.98
40339	Evantec Scientific	Supplies - Lab	Glucose - glutamic acid	475.83
40340	Firehawk Fire & Safety	Training - Safety	Safety training - fire extinguisher	1,137.85
40341	Hach Company	Supplies - Shop & Field	Instrument parts for aeration basin dissolved oxygen sensor	1,313.48
40342	The Hardwood & Hardware Co.	Supplies - Shop & Field	Various Lumber	245.86
40343	Idexx Distribution, Inc.	Supplies - Lab	Disposable tray & enterolert	3,126.10
40344	Jason Simmons	Dues & Memberships	Certificate renewal - Simmons	215.00
40345	McMaster-Carr Supply Co.	Supplies and Repair Parts Expense	Various supplies	2,534.78
40346	Napa Auto Parts	Repair Parts Expense	Battery	47.29
40347	OneSource Distributors, Inc.	Repair Parts Expense	Electrical breaker & relay parts	1,014.40
40348	Santa Fe Irrigation District	Utilities - Water	Water	4,877.46
40349	San Dieguito Water District	Utilities - Water	Water	183.06
40350	SWRCB	Dues & Memberships	Certificate renewal - Simonson	150.00
40351	Terminix Processing Center	Services - Maintenance	Pest control services	441.00
40352	Vantagepoint Transfer Agents	ICMA Retirement, EE Deduction Benefits	ICMA - 401A, ICMA - 457	11,696.44
40353	Verizon Wireless	Utilities - Telephone	09/11/21 - 10/10/21	493.98
40354	WCT Products	Services - Maintenance	Labor & materials	327.58
40355	WorkPartners Occupational	Services - Medical	Covid - 19 test	285.00
On-line 586	BankCard Center	Supplies - Safety	Various supplies	6,223.21
On-line 587	Fuelman	Fuel	Sep	896.28
On-line 588	Public Employees- Retirement	Retirement Plan - PERS	Retirement - 09/18/21 - 10/01/21	16,398.32
On-line 589	Aflac	EE Deduction Benefits	Supplemental health - Oct	395.64
On-line 590	P.E.R.S.	Medical Insurance - Pers	Health - Oct	24,070.86
On-line 591	Public Employees- Retirement	Retirement Plan - PERS	Retirement - 10/02/21 - 10/15/21	16,423.20
On-line 592	SDG&E	Utilities - Gas & Electric	Gas and electric - 09/10/21 - 10/07/21	84,322.66
	San Elijo Payroll Account	Payroll	Payroll - 10/08/2021	82,288.15
	San Elijo Payroll Account	Payroll	Payroll - 10/22/2021	99,197.35
				<u>\$ 493,492.43</u>

SAN ELIJO JOINT POWERS AUTHORITY

PAYMENT OF WARRANTS SUMMARY

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

PAYMENT OF WARRANTS		\$ 493,492.43
Reference Number	22-11	

I hereby certify that the demands listed and covered by warrants are correct and just to the best of my knowledge, and that the money is available in the proper funds to pay these demands. The cash flows of the SEJPA, including the Member Agency commitment in their operating budgets to support the operations of the SEJPA, are expected to be adequate to meet the SEJPA's obligations over the next six months. I also certify that the SEJPA's investment portfolio complies with the SEJPA's investment policy.



---

Amy Chang  
Director of Finance & Administration

STATEMENT OF FUNDS AVAILABLE FOR PAYMENT OF WARRANTS  
AND INVESTMENT INFORMATION  
As of October 31, 2021

FUNDS ON DEPOSIT WITH	AMOUNT
<b>LOCAL AGENCY INVESTMENT FUND</b> <i>(SEPTEMBER 2021 YIELD 0.206%)</i>	
UNRESTRICTED DEPOSITS	13,377,188.82
<b>CALIFORNIA BANK AND TRUST</b> <i>(OCTOBER 2021 YIELD 0.01%)</i>	
REGULAR CHECKING	1,515,664.82
PAYROLL CHECKING	5,000.00
<b>PARS - TRUSTEE (POST-EMPLOYMENT BENEFITS TRUST)</b> <i>(SEPTEMBER 2021 YIELD -2.72%)</i>	341,021.96
<b>TOTAL RESOURCES</b>	\$ 15,238,875.60



SAN ELIJO JOINT POWERS AUTHORITY  
MEMORANDUM

November 16, 2021

TO: Board of Directors  
San Elijo Joint Powers Authority

FROM: General Manager

SUBJECT: WASTEWATER TREATMENT REPORT

RECOMMENDATION

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

DISCUSSION

Monthly Treatment Plant Performance and Evaluation

Wastewater treatment for the San Elijo Joint Powers Authority (SEJPA) met all National Pollutant Discharge Elimination System (NPDES) ocean effluent limitation requirements for the month of September 2021. The primary indicators of treatment performance include the removal of Carbonaceous Biochemical Oxygen Demand (CBOD) and Total Suspended Solids (TSS). The SEJPA is required to remove a minimum of 85 percent of the CBOD and TSS from the wastewater. Treatment levels for **CBOD** and **TSS** were **98.7** and **99.2** percent removal, respectively, during the month of September.

Exceptional Water Treatment

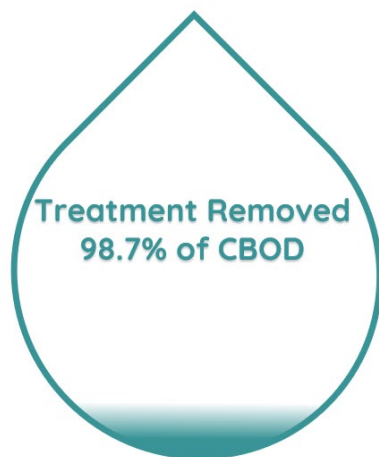
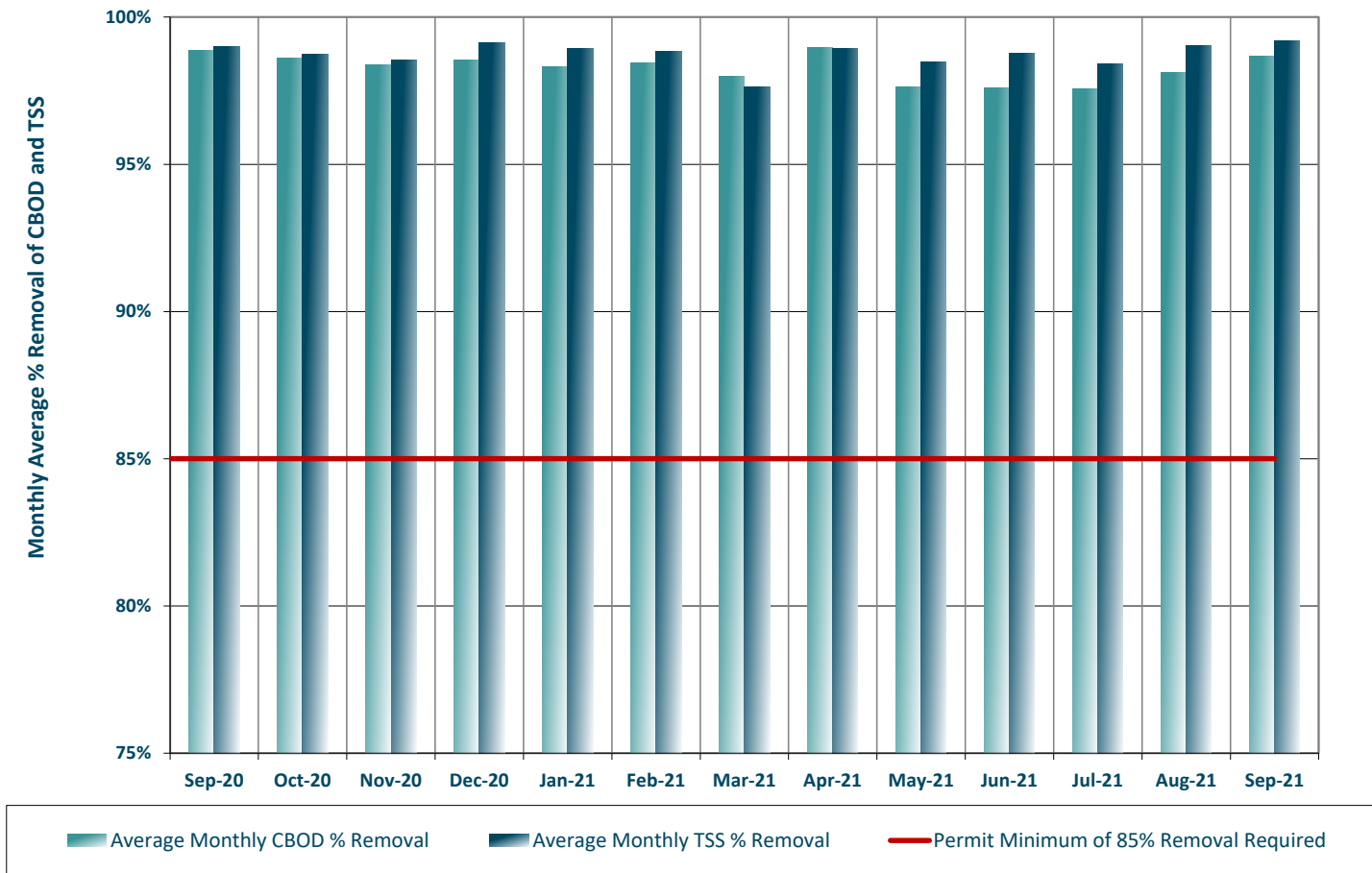


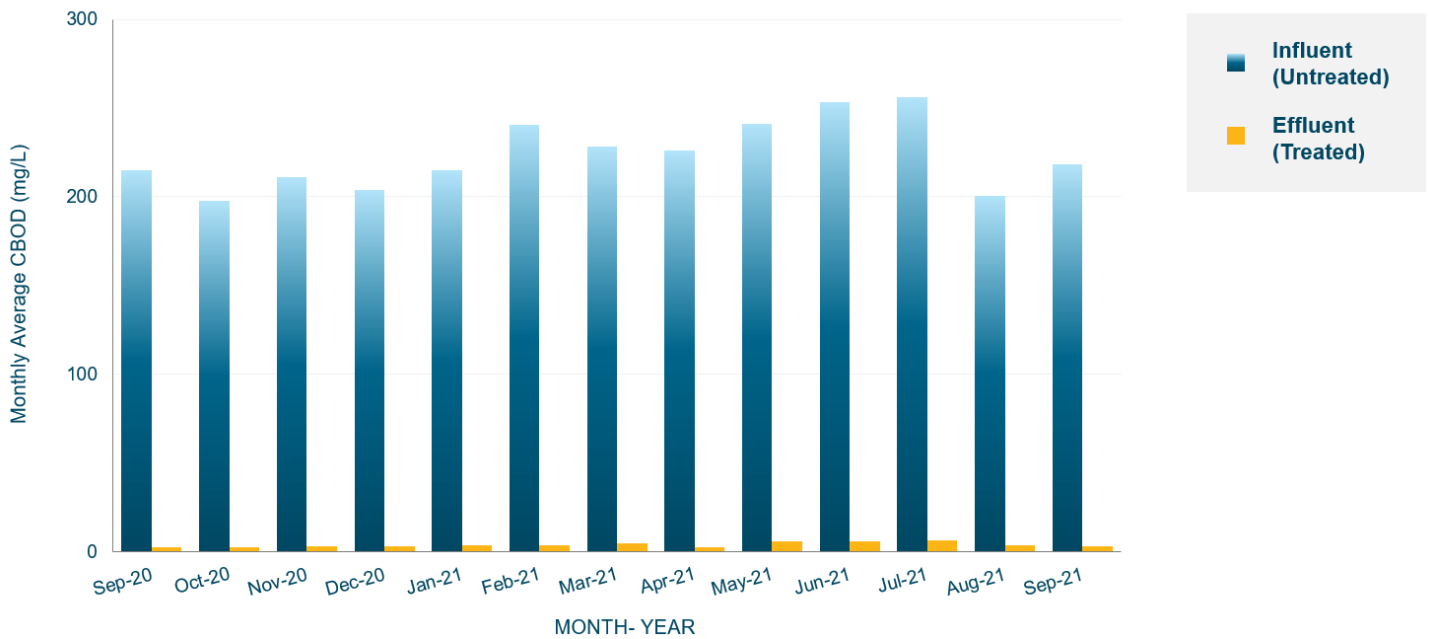
Figure 1 (below) shows historic treatment performance trends for the removal of CBOD and TSS over the last 13 months compared to the permit minimum removal requirement of 85%.

**Figure 1: Wastewater Treatment Performance of the SEJPA % Removal of Carbonaceous Biochemical Oxygen Demand (CBOD) and Total Suspended Solids (TSS)**

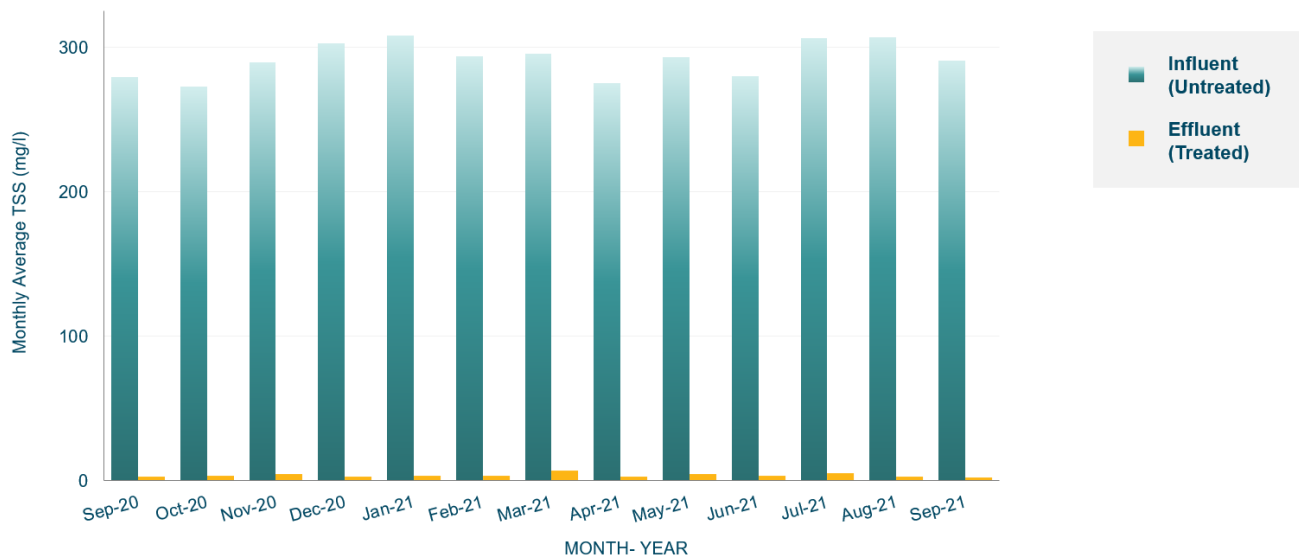


Figures 2 and 3 (below) show historic influent vs effluent CBOD and TSS concentration fluctuations in the strength of the wastewater being received and discharged by the SEJPA.

**FIGURE 2: TREATED EFFLUENT FLOWS REMOVAL OF CBOD**



**FIGURE 3: TREATED EFFLUENT FLOWS REMOVAL OF TSS**



Member Agency Flows

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

**TABLE 1 - INFLUENT AND EFFLUENT FLOWS IN SEPTEMBER**

<b>SEPTEMBER</b>			
	<b>Influent (mgd)</b>	<b>Recycled Water (mgd)</b>	<b>Effluent (mgd)*</b>
<b>Cardiff Sanitary Division</b>	<b>1.153</b>	<b>0.815</b>	<b>0.338</b>
<b>City of Solana Beach</b>	<b>0.948</b>	<b>0.670</b>	<b>0.278</b>
<b>Rancho Santa Fe SID</b>	<b>0.129</b>	<b>0.091</b>	<b>0.038</b>
<b>City of Del Mar</b>	<b>0.353</b>	<b>0.250</b>	<b>0.103</b>
<b>Total San Elijo Water Campus Flow</b>	<b>2.583</b>	<b>1.826</b>	<b>0.757</b>

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

Table 2 (below) presents the historical average and unit influent rates per month for each of the Member Agencies during the past 3 years. It also presents the number of connected Equivalent Dwelling Units (EDUs) for each of the Member Agencies during this same time period.

**TABLE 2 - SAN ELIJO WATER RECLAMATION FACILITY MONTHLY REPORT - FLOWS AND EDUS**

MONTH	AVERAGE DAILY INFLUENT FLOW RATE (MGD)					CONNECTED EDUs					AVERAGE UNIT INFLUENT FLOW RATE (GAL/EDU/DAY)					
	CSD	RSF	CSD	SB	DM	TOTAL PLANT	CSD	RSF	CSD	SB	DM	TOTAL EDUS	CSD	RSF	SB	DM
Jul-18	1.193	0.118	0.933	0.537	2.781	8,478	562	8,083	2,611	19,733	141	210	115	206	141	
Aug-18	1.210	0.119	0.980	0.534	2.843	8,481	563	8,083	2,611	19,737	143	212	121	205	144	
Sep-18	1.230	0.117	0.905	0.341	2.593	8,481	563	8,083	2,611	19,737	145	208	112	131	131	
Oct-18	1.172	0.121	0.897	0.354	2.544	8,481	564	8,083	2,611	19,738	138	215	111	136	129	
Nov-18	1.173	0.121	0.906	0.064	2.264	8,488	565	8,083	2,611	19,746	138	214	112	136	129	
Dec-18	1.264	0.144	0.967	0.244	2.619	8,491	566	8,083	2,611	19,751	149	255	120	136	138	
Jan-19	1.269	0.153	0.975	0.384	2.781	8,491	566	8,083	2,611	19,751	149	271	121	147	141	
Feb-19	1.400	0.173	0.935	0.309	2.817	8,492	566	8,083	2,611	19,752	165	306	116	137	145	
Mar-19	1.200	0.149	0.908	0.340	2.597	8,493	568	8,083	2,611	19,755	141	263	112	132	132	
Apr-19	1.119	0.138	0.887	0.334	2.478	8,494	568	8,083	2,611	19,756	132	243	110	128	125	
May-19	1.125	0.133	0.880	0.361	2.499	8,494	568	8,083	2,611	19,756	132	234	109	138	126	
Jun-19	1.162	0.126	0.903	0.507	2.698	8,504	568	8,083	2,611	19,766	137	222	112	194	136	
Jul-19	1.127	0.128	0.924	0.546	2.725	8,504	568	8,083	2,611	19,766	133	226	114	209	138	
Aug-19	1.148	0.126	0.938	0.567	2.779	8,505	570	8,105	2,612	19,792	135	221	116	217	140	
Sep-19	1.131	0.132	0.918	0.393	2.574	8,507	570	8,105	2,612	19,794	133	232	113	150	130	
Oct-19	1.120	0.124	0.914	0.378	2.536	8,507	571	8,105	2,612	19,795	132	217	113	145	128	
Nov-19	1.230	0.137	0.927	0.437	2.731	8,510	571	8,105	2,612	19,798	145	240	114	172	138	
Dec-19	1.347	0.173	0.946	0.483	2.949	8,516	571	8,105	2,612	19,804	158	303	117	185	149	
Jan-20	1.194	0.163	0.917	0.410	2.684	8,517	571	8,105	2,612	19,805	140	286	113	157	136	
Feb-20	1.176	0.146	0.919	0.352	2.593	8,517	571	8,105	2,612	19,805	138	256	113	135	131	
Mar-20	1.432	0.185	0.907	0.389	2.913	8,519	572	8,105	2,612	19,808	168	324	112	149	147	
Apr-20	1.720	0.231	0.912	0.377	3.240	8,522	572	8,105	2,612	19,811	202	404	113	153	164	
May-20	1.293	0.158	0.853	0.304	2.608	8,523	573	8,105	2,612	19,813	152	276	105	133	132	
Jun-20	1.251	0.164	0.897	0.434	2.746	8,534	576	8,105	2,612	19,826	147	285	111	179	139	
Jul-20	1.231	0.157	0.937	0.548	2.873	8,535	576	8,110	2,616	19,837	144	273	116	222	145	
Aug-20	1.226	0.156	0.950	0.478	2.810	8,540	577	8,110	2,616	19,843	144	271	117	194	142	
Sep-20	1.225	0.151	0.956	0.362	2.694	8,540	578	8,110	2,616	19,844	143	261	118	146	136	
Oct-20	1.197	0.142	0.940	0.316	2.595	8,543	579	8,110	2,616	19,848	140	245	116	128	131	
Nov-20	1.200	0.142	0.927	0.341	2.610	8,543	579	8,110	2,616	19,848	140	245	114	138	131	
Dec-20	1.217	0.141	0.893	0.304	2.555	8,543	579	8,110	2,616	19,848	142	244	110	123	129	
Jan-21	1.238	0.150	0.909	0.323	2.620	8,543	579	8,110	2,616	19,848	145	259	112	129	132	
Feb-21	1.224	0.151	0.926	0.306	2.607	8,548	579	8,110	2,616	19,853	143	261	114	121	131	
Mar-21	1.291	0.160	0.968	0.332	2.751	8,548	579	8,110	2,616	19,853	151	277	119	131	139	
Apr-21	1.232	0.160	0.925	0.320	2.637	8,552	579	8,110	2,616	19,857	144	277	114	129	133	
May-21	1.189	0.157	0.932	0.323	2.601	8,552	579	8,110	2,616	19,857	139	271	115	130	131	
Jun-21	1.218	0.148	0.938	0.358	2.662	8,554	579	8,110	2,616	19,859	142	256	116	145	134	
Jul-21	1.183	0.144	0.972	0.435	2.734	8,554	579	8,124	2,616	19,873	138	249	120	178	138	
Aug-21	1.178	0.150	0.966	0.480	2.774	8,556	579	8,124	2,616	19,875	138	259	119	196	140	
Sep-21	1.153	0.129	0.948	0.353	2.583	8,557	579	8,124	2,616	19,876	135	223	117	144	130	

CSD: Cardiff Sanitary Division

RSF CSD: Ranch Santa Fe Community Service District

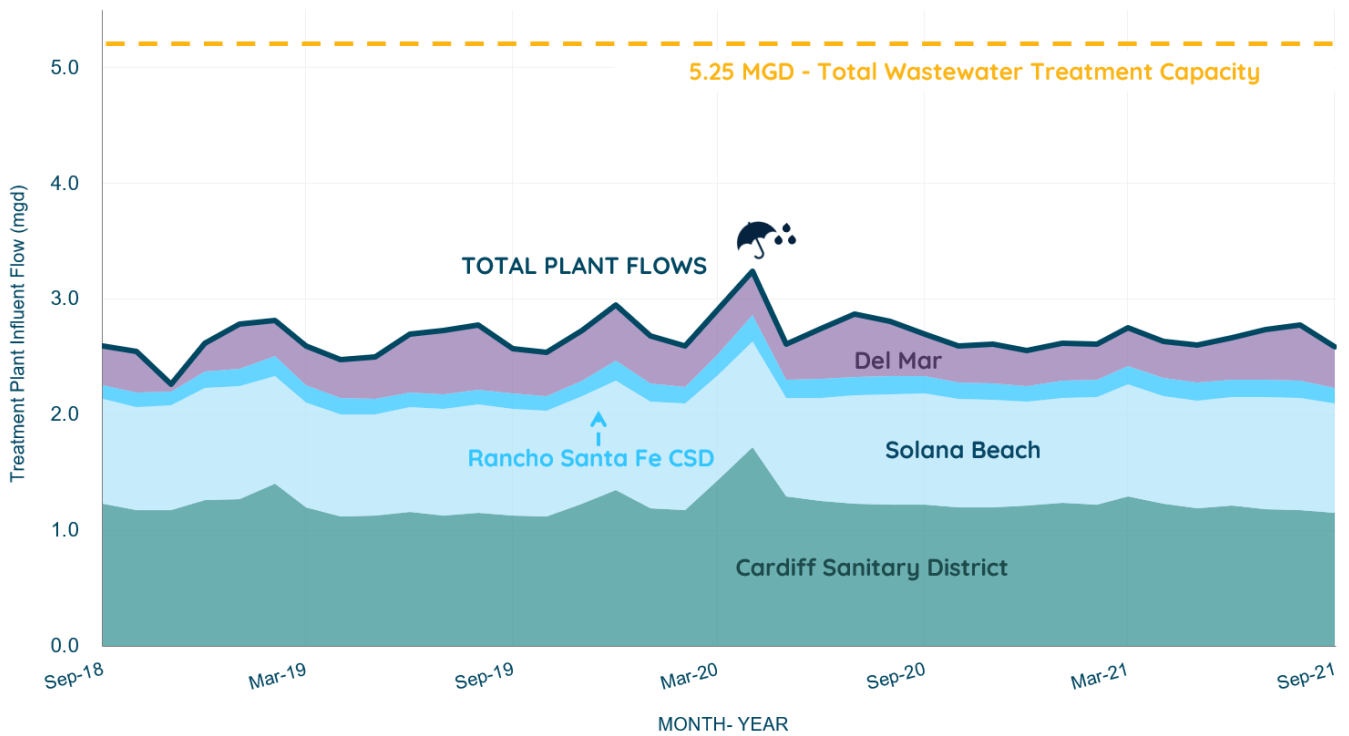
SB: Solana Beach

DM: City of Del Mar

EDU: Equivalent Dwelling Unit

Figure 4 (below) presents the 3-year historical average daily flows per month for each Member Agency. This is to provide a historical overview of the average flow treated for each agency. Also shown in Figure 4 is the total wastewater treatment capacity of the water campus, 5.25 mgd, of which each Member Agency has the right to 2.2 mgd, Rancho Santa Fe Community Service District leases 0.25 mgd, and the City of Del Mar leases 0.60 mgd.

**FIGURE 4: SEJPA AVERAGE DAILY FLOWS OVER THE PAST 3 YEARS**



City of Escondido Flows

The average and peak flow rate for the month of September 2021 from the City of Escondido's Hale Avenue Resource Recovery Facility, which discharges through the San Elijo Ocean Outfall, is reported below in Table 3.

**TABLE 3 - CITY OF ESCONDIDO FLOWS**

	Flow (mgd)
Escondido (Average flow rate)	8.30
Escondido (Peak flow rate)	18.1

Connected Equivalent Dwelling Units

The City of Solana Beach and the City of Del Mar updated the number of connected EDUs that is reported to the SEJPA in July 2021. The City of Encinitas and Rancho Santa Fe CSD report their connected EDUs every month. The number of EDUs connected for each of the Member Agencies and lease agencies is reported in Table 4 below.

**TABLE 4 - CONNECTED EDUs BY AGENCY**

	Connected (EDU)
Cardiff Sanitary Division	8,557
Rancho Santa Fe SID	579
City of Solana Beach	7,787
San Diego (to Solana Beach)	337
City of Del Mar	2,616
<b>Total EDUs to System</b>	<b>19,876</b>

Respectfully submitted,



Michael T. Thornton, P.E.  
General Manager

\*

SAN ELIJO JOINT POWERS AUTHORITY  
MEMORANDUM

November 16, 2021

TO: Board of Directors  
San Elijo Joint Powers Authority

FROM: General Manager

SUBJECT: RECYCLED WATER REPORT

RECOMMENDATION

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

DISCUSSION

*Recycled Water Production*

For the month of September 2021, recycled water demand was 179.3 acre-feet (AF), which was met using 179.3 AF of recycled water and 0.0 AF supplementation with potable water.

September demand was 3.3% below budget expectations of 185 AF due to slightly cooler weather. The total water production for the first three months of FY 2021-22 was slightly below budget (1.6%).

Figure 1 (attached) provides a graphical view of annual recycled water demand spanning the last 10 fiscal years, with the overlay of annual rainfall. Since the recycled water program primarily serves outdoor irrigation, annual demand is reduced during wet periods and increases during times of drought. Figure 2 (attached) shows the monthly recycled water demand for each September for the last ten years to provide a year-over-year comparison. Figure 3 (attached) compares budget versus actual recycled water sales for FY 2021-22.

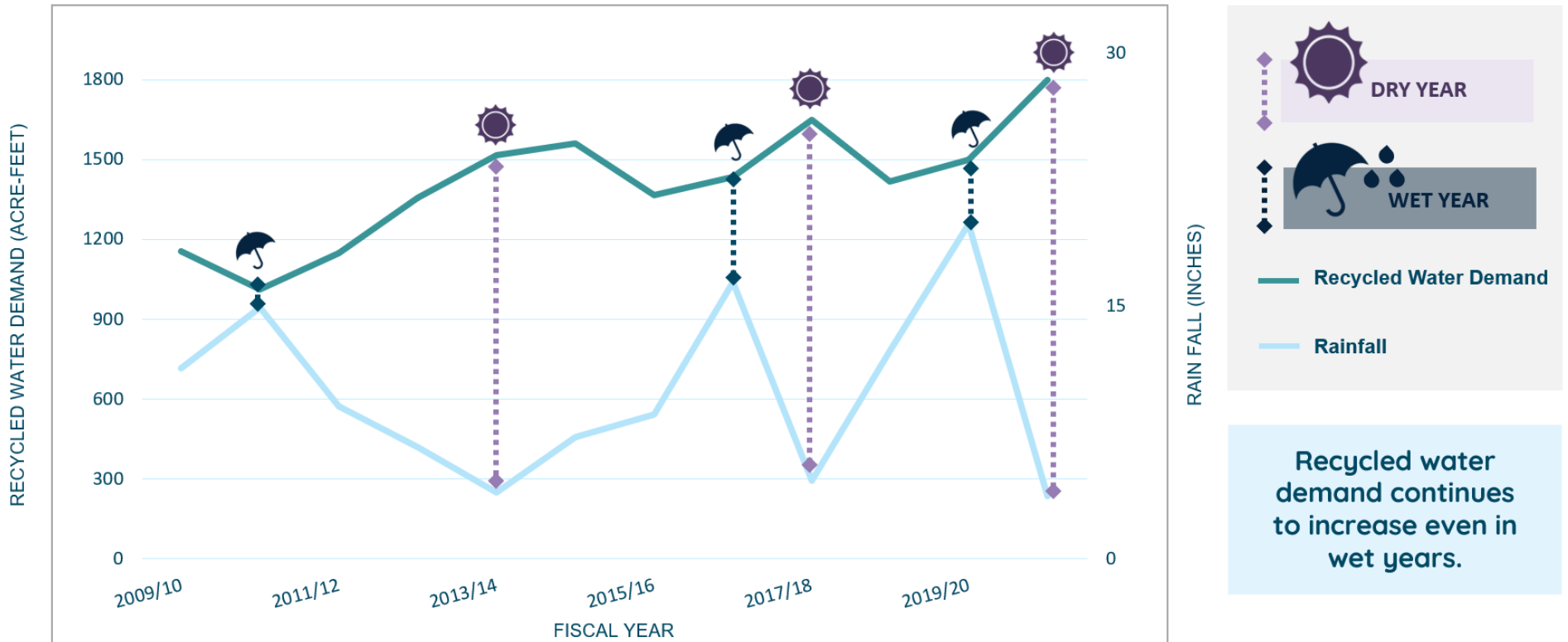
Respectfully submitted,



Michael T. Thornton, P.E.  
General Manager



**FIGURE 1: RECYCLED WATER DEMAND AND RAINFALL COMPARISON**



**DRY YEAR**

**WET YEAR**

Recycled Water Demand

Rainfall

**Recycled water demand continues to increase even in wet years.**

FIGURE 2: SEPTEMBER RECYCLED WATER DEMAND

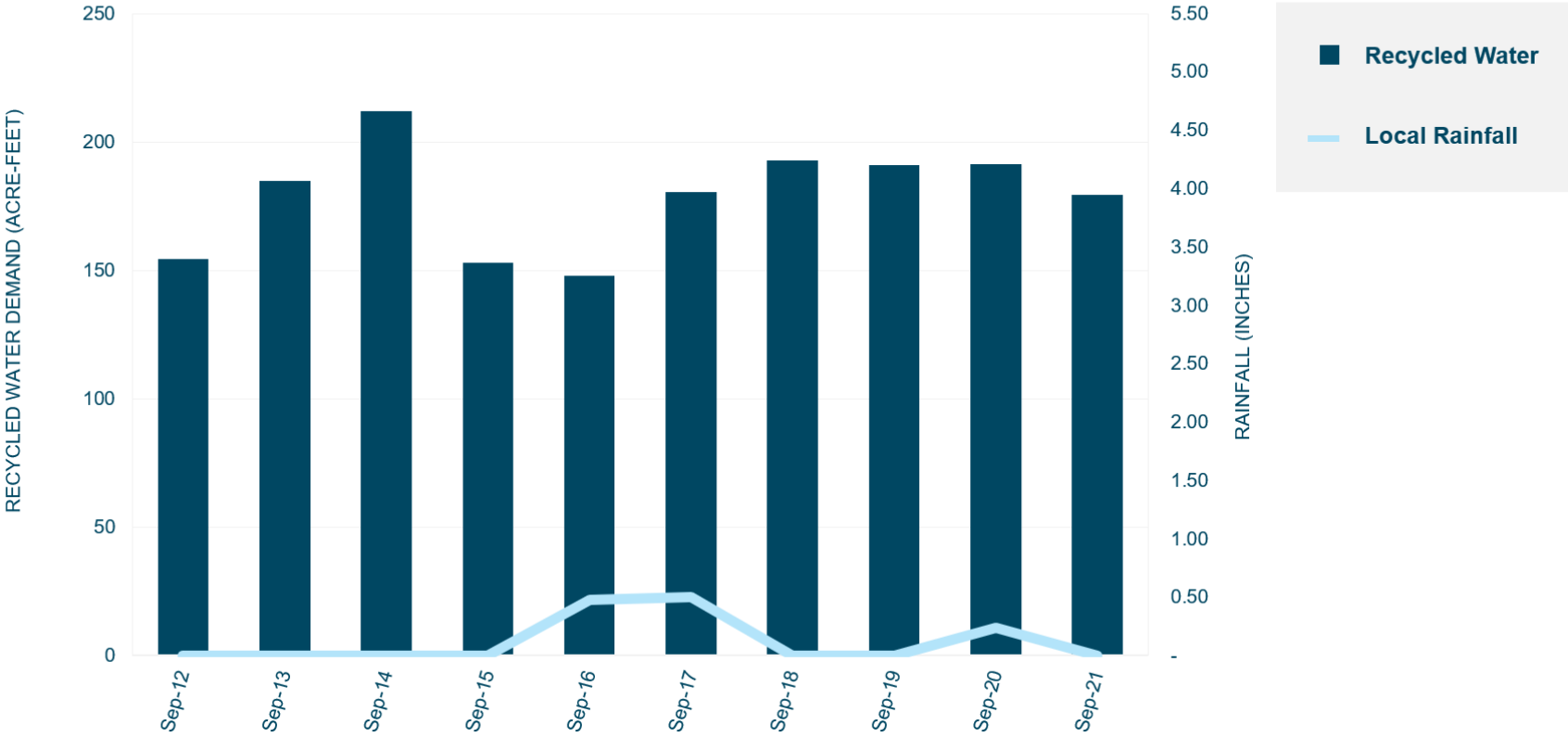
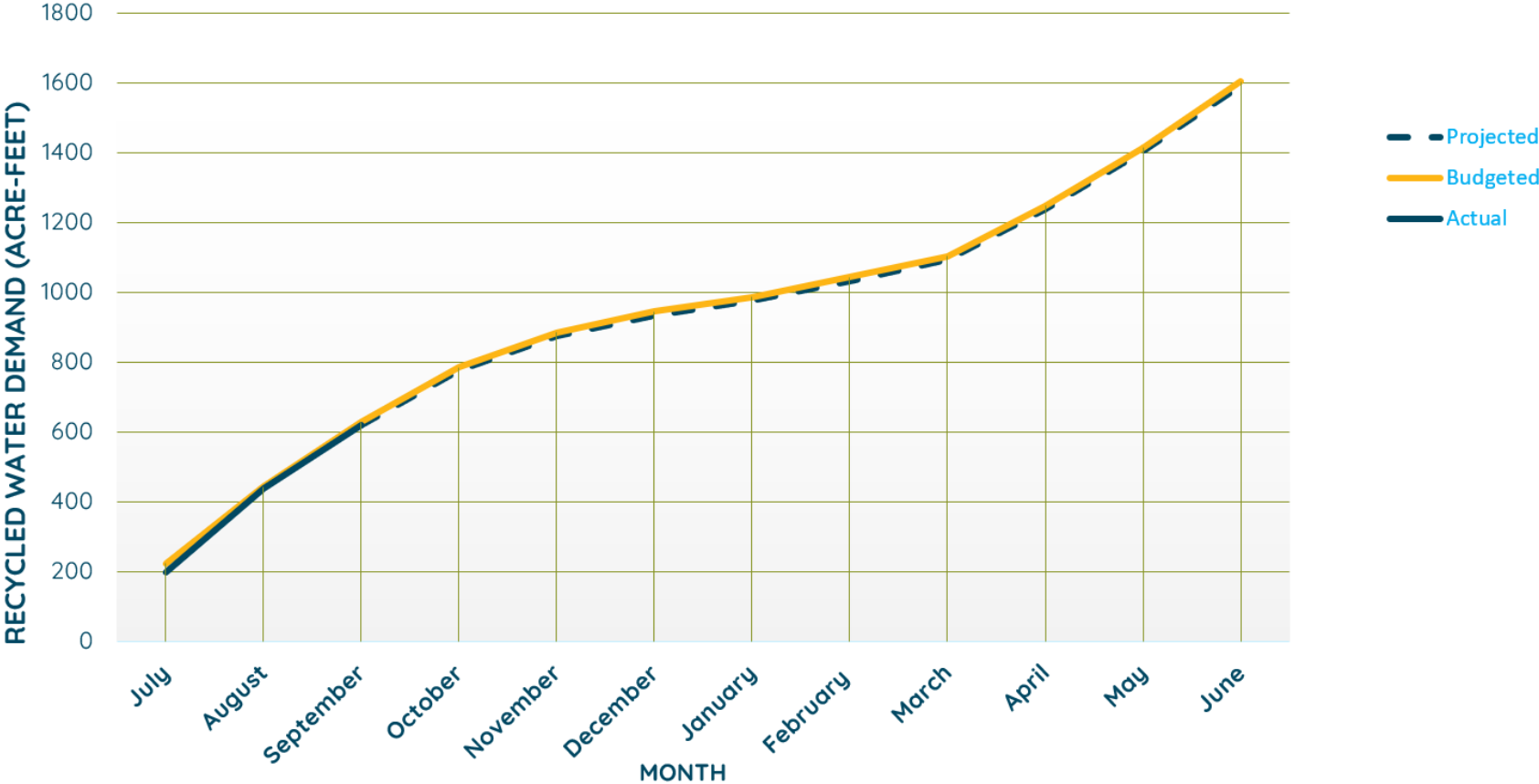


FIGURE 3: FY2020/21 CUMULATIVE DEMAND VS BUDGET



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AGENDA ITEM NO. 12

SAN ELIJO JOINT POWERS AUTHORITY  
MEMORANDUM

November 16, 2021

TO: Board of Directors  
San Elijo Joint Powers Authority

FROM: General Manager

SUBJECT: REPORTABLE MEETINGS

RECOMMENDATION

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

BACKGROUND

The General Manager may meet monthly with one or more Board Members in preparation for the Board Meeting.

DISCUSSION

The General Manager has the following, reportable meetings:

1. Meeting to review Board Meeting Agenda with Board Chair Becker on October 14, 2021.

FINANCIAL IMPACT

Per the SEJPA Restatement Agreement, SEJPA pays the Board Member \$160 for each reportable meeting. These meetings are accounted for in our annual budget.

Respectfully submitted,



Michael T. Thornton, P.E.  
General Manager

SAN ELIJO JOINT POWERS AUTHORITY  
MEMORANDUM

November 16, 2021

TO: Board of Directors  
San Elijo Joint Powers Authority

FROM: General Manager

SUBJECT: AGREEMENT FOR GROUNDS MAINTENANCE SERVICES

RECOMMENDATION

It is recommended that the Board of Directors:

1. Authorize the General Manager to enter into a grounds maintenance service agreement with Excel Landscaping, Inc. for a two-year term. Total agreement amount is not-to-exceed \$100,848; and
2. Discuss and take action as appropriate.

BACKGROUND

In 2020, San Elijo Joint Powers Authority (SEJPA) issued a solicitation for landscape maintenance services and awarded the contract to the lowest responsive and responsible bidder, Brightview Landscape Services. The total contract value for one year was \$33,384 and the contract expired June 30, 2021. In June 2021, this agreement was extended for an additional six months to coincide with the completion of the Water Campus Improvement (WCI) project.

DISCUSSION

Staff solicited bids for grounds maintenance services and held a mandatory job walk on October 6, 2021. Three firms attended the mandatory job walk and bids were received from two qualified companies listed in Table 1. Staff recommends selecting Excel Landscape, Inc. who submitted the lowest responsive and responsible bid. In addition, the information gathered from their current clients provided assurance of their work quality and customer service.

**TABLE 1 – SOLICITATION COMPARISON**

Company	Proposed Annual Service Fee
Brightview (current provider)	\$ 55,200
Excel Landscape, Inc.	\$ 50,424

The previous bid in 2020 excluded certain areas of the property that were under construction, therefore resulting in a lower landscape maintenance cost. With the completion of the WCI project these areas of the site have been added back into the scope of work.

### FINANCIAL IMPACT

The recommended agreement with Excel Landscape, Inc. is for an annual amount not-to-exceed \$50,424. The total agreement amount for two years is not-to-exceed \$100,848. The increase in scope of work was anticipated and included in the FY 2021-22 Budget. The FY 2022-23 budget will be prepared to include funding for this contract as well.

It is recommended that the Board of Directors:

1. Authorize the General Manager to enter into a grounds maintenance service agreement with Excel Landscape, Inc. for a two-year term. Total agreement amount is not-to-exceed \$100,848; and
2. Discuss and take action as appropriate.

Respectfully submitted,



Michael T. Thornton, P.E.  
General Manager

Attachment 1: Excel Landscape, Inc. Bid Submission Form for Grounds Maintenance Services

Attachment 2: General Specifications - Scope of Work

**SAN ELIJO JOINT POWERS AUTHORITY BID SUBMISSION FORM**

PROVISION OF GROUNDS MAINTENANCE SERVICES  
 BID SPECIFICATION SE 2022 GMS

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

Dated: October 21, 2021

This bid, as presented herein, is irrevocable and may not with withdrawn for a period of sixty (60) calendar days after the date set for the opening of bids, except in accordance with the withdrawal of bid provisions in the request for bids.

Provision of ground maintenance services, as outlined in the detailed specification and for the area outlined on the attached map, at the San Elijo Water Reclamation Facility for the period of January 1, 2022 to December 31, 2023.

<u>OPTION NO.</u>	<u>ITEM DESCRIPTION WITH PRICES WRITTEN IN WORDS</u>	<u>TOTAL FIGURES</u>
1	Provision of ground maintenance services.	
	Price per month:	
	<u>Four Thousand Two Hundred Two &amp; 00/100</u> (In Words)	<u>\$ 4,202.00</u> (In Numbers)
	Annual price (monthly price per month x 12 months):	
	<u>Fifty Thousand Four Hundred Twenty Four &amp; 00/100</u> (In Words)	<u>\$ 50,424.00</u> (In Numbers)
	Total Contract Value (monthly price per month x 24 months):	
	<u>One Hundred Thousand Eight Hundred Forty Eight &amp; 00/100</u> (In Words)	<u>\$ 100,848.00</u> (In Numbers)

COSTS INCLUDED IN THE BID

The undersigned bidder declares that the cost for all labor, materials, equipment, taxes and incidentals necessary for the completion of the contract is included in the Total Contract Value

CONTRACTOR REGISTRATION

The bidder shall submit proof of all contractor and subcontractor registrations with the DIR with the bid.

LIST OF SUBCONTRACTORS

The bidder shall provide in the form below the name, California Contractor's license number, and location of place of business of each subcontractor who will perform work or labor or render services to the bidder in the performance of the Work. Attach additional sheets to this

subcontractor listing form if necessary. The bidder may not use any subcontractors not listed in this bid in the performance of the work without prior written consent of the SEJPA.

Subcontractor's Name, Location of Business and Contractor's License Number	Value of Work (\$)	Portion (Type of Work)
No Sub contractors to be used on this job		

CLOSING STATEMENT

In signing below, bidder certifies that its Total Contract Value requests sufficient funds to allow bidder to comply with all applicable laws or regulations governing the labor or services to be provided under the contract.

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

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

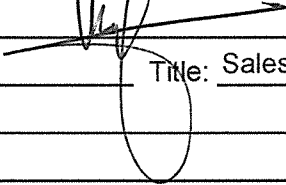
The undersigned has the legal authority to bind the bidder to a contract for the execution of the work described in the request for bids in accordance with this bid proposal.

Addenda: The undersigned acknowledges receipt of the following Addenda numbers:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Signature of Authorized Bidder Representative:  \_\_\_\_\_

Name of Individual (Typed): Marty Fox Title: Sales Manager

Firm Name: Excel Landscape Inc.

Address: 1185 Magnolia Ave. Ste. E-400

City: Corona State: CA Zip: 92879 Telephone: 951-735-9650

Contractor's License Number and Expiration Date: C-27: 694553, August 31, 2022



**GENERAL SPECIFICATIONS**

**1.00 GENERAL REQUIREMENTS**

- 1.01 The facility shall be maintained with a neat, clean appearance, and all work shall be performed in a professional, workmanlike manner using best industry standard, quality equipment and materials.
- 1.02 PROVIDER shall provide the labor, materials, equipment, tools, services and special skills necessary for the provision of grounds and landscape maintenance services, except as otherwise specified hereinafter. The facility shall be maintained to the highest of standards at no less than the frequencies set forth herein.
- 1.03 PROVIDER is hereby required to render and provide landscape and grounds maintenance services including, but not limited to; shaping, trimming and training of shrubs and ground cover plants; fertilization; cultivation; weed control; control of all plant diseases and pests; plant replacement; sweeping; maintenance and repairs of trails, pathways, irrigation and drainage systems, natural drainage features on the site; litter pick up; removal of pet waste; removal of illegal dumps; cleaning of site furnishings, and all other maintenance required to maintain the areas in a safe, attractive and usable condition, and to maintain the plant material in good condition with horticulturally acceptable growth and color.
- 1.04 Upon commencement of work under this AGREEMENT, PROVIDER shall be fully equipped and staffed, thoroughly familiar with AGREEMENT requirements, and prepared to provide all services required. Failure to provide full services from the first day of work under this AGREEMENT may result in deductions from payment.
- 1.05 **PROVIDER shall be responsible to identify, within 60 calendar days, any facility deficiencies which may exist upon commencement of work under this AGREEMENT.** PROVIDER shall provide a detailed list of costs to repair or correct any identified deficiencies. Deficiencies may be corrected at the discretion of the SEJPA, and will be paid as Extra Work.
- 1.06 The PROVIDER recognizes that during the course of this AGREEMENT, other activities and operations may be conducted by the SEJPA and/or SEJPA contracted or authorized parties. These activities may include, but are not be limited to, recreation programs, landscape refurbishment, irrigation system modification or repair, construction and/or storm related operations. The PROVIDER may be required to modify or curtail certain tasks and operations and shall promptly comply with any request by the SEJPA.
- 1.07 PROVIDER shall, during the term of this AGREEMENT, respond to all emergencies, to the satisfaction of the SEJPA, within one (1) hour of notification.
- 1.08 The PROVIDER shall perform a weekly maintenance inspection during daylight hours of all areas within the facility. Such inspection shall be both visual and operational. It shall include operation of all irrigation systems to check for proper condition and reliability. PROVIDER shall take immediate steps to correct any observed irregularities, and submit a written report regarding such circumstances to the SEJPA.

- 1.09 PROVIDER shall clearly identify and equip each vehicle used at said facilities with decals on the exterior right and left front door panels identifying the PROVIDER's name.
- 1.10 PROVIDER shall immediately report to the SEJPA all observations of: graffiti and other vandalism; illegal activities; transient camps; missing or damaged equipment or signs; hazards or potential hazards.

## **2.00 PROVIDER'S DAMAGES**

- 2.01 All damages incurred to existing facilities by the PROVIDER's operation shall be repaired or replaced, by the PROVIDER or by other forces, all at the discretion of the SEJPA, all at the PROVIDER's expense.
- 2.02 All such repairs or replacements, which are directed by the SEJPA to be done by the PROVIDER, shall be completed within the following time limits:
  - A. Irrigation damage shall be repaired or replaced before the next scheduled watering cycle.
  - B. All other damages to landscape, turf or facilities shall be repaired or replaced within five (5) working days.
- 2.03 Damaged trees and shrubs shall be repaired or replaced in accordance with the following maintenance practices:
  - A. Trees: Minor damage such as bark lost from impact of mowing equipment shall be remedied by a qualified tree surgeon or arborist. If damage results in loss or significant compromise to the health or quality of a tree, the damaged tree shall be removed and replaced to comply with the specific instructions of the SEJPA.
  - B. Shrubs: Minor damage may be corrected by appropriate pruning. Major damage shall be corrected by removal and replacement of the shrub.

## **3.00 SAFETY**

- 3.01 PROVIDER agrees to perform all work outlined in this AGREEMENT in such a manner as to meet all accepted standards for safe practices, and to safely store equipment, machines, and materials, etc. related to the work. PROVIDER further agrees to accept the sole responsibility for complying with all City, County, State or Federal requirements at all times so as to protect all persons, including PROVIDER's employees, agents of the SEJPA, vendors, members of the public or others from foreseeable injury, or damage to their property. PROVIDER shall make weekly inspections, and immediately inform the SEJPA of any potential hazards, and keep a log indicating date inspected, findings, and action taken.
- 3.02 It shall be the PROVIDER's responsibility to inspect, and identify, any condition(s) that renders any portion of the facility unsafe, as well as any unsafe practices occurring thereon. The SEJPA shall be notified immediately of any unsafe condition that requires major correction. PROVIDER shall be responsible for making minor corrections including, but not limited to; filling holes in ground, turf or paving; using barricades or traffic cones to alert patrons of the existence of hazards; replacing valve box covers; and the like, so as to protect members of the public or others from injury.

- 3.03 PROVIDER shall notify the SEJPA immediately of any occurrence within the facility of any unusual activity, accident, injury, or persons requiring emergency services and, if so requested, shall prepare a written report thereof to the SEJPA within three (3) calendar days following the occurrence. PROVIDER shall cooperate fully with the SEJPA in the investigation of any such occurrence.

#### **4.00 HOURS AND DAYS OF MAINTENANCE SERVICES**

- 4.01 The basic daily hours of work shall be 8:00 a.m. to 3:00 p.m. which shall be considered normal work hours as may pertain to any other provision of the AGREEMENT.
- 4.02 PROVIDER shall provide staffing to perform the required maintenance services during the prescribed hours and days of the week. Any changes in the days and hours of operation prescribed herein shall be subject to approval by the SEJPA.
- 4.03 **Basic Daily Services shall be completed at/before 3:00 P.M. each day.**
- 4.04 The use of power tools is prohibited daily prior to 8:00 a.m.

#### **5.00 MAINTENANCE SCHEDULES**

- 5.01 The PROVIDER shall, within thirty (30) days after the effective date of this AGREEMENT, submit work schedules to the SEJPA for review and approval. Said work schedules shall identify required operations and delineate the time frames for performance. An ANNUAL CALENDAR shall include all required operations that occur less than monthly. A Routine Operations Schedule shall include all tasks required at least monthly.
- 5.02 The PROVIDER shall submit revised schedules when actual performance differs substantially from planned performance, and from time to time as requested by the SEJPA. Said revisions shall be submitted to the SEJPA for review and approval, within five (5) working days prior to the original or revised scheduled time for the work, whichever is earlier.
- 5.03 The PROVIDER shall notify the SEJPA, whenever a performance of a significant operation will be delayed, omitted, or otherwise rescheduled for any reason. The method of notification, and which operations are deemed significant, shall be at the direction and discretion of the SEJPA.
- 5.04 The PROVIDER is prohibited from any work on site during Board of Directors meetings. Meetings are currently scheduled for the second Monday of each month but subject to change at any time.

#### **6.00 NON-INTERFERENCE - NOISE**

- 6.01 PROVIDER shall not interfere with the public use of the facility and shall conduct its operations as to offer the least possible obstruction and inconvenience to the

public or disruption to the peace and quiet of the area within which the services are performed.

- 6.02 In the event that the PROVIDER's operations must be performed when persons of the public are present, PROVIDER shall courteously inform said persons of any operations that might affect them and, if appropriate, request persons to move out of the work area.
- 6.03 Certain maintenance operations may require limiting or excluding public access to a facility for the public's safety and/or to comply with governing regulations. Public access to facilities **shall not be limited without prior authorization** of the SEJPA, which shall not be unreasonable withheld. PROVIDER shall be responsible for measures necessary to so limit or exclude the public, including but not limited to the posting and removal of required and appropriate signs. All signs shall be subject to the approval of the SEJPA.
- 6.04 PROVIDER shall be subject to local ordinances regarding noise levels with regard to equipment operations. PROVIDER shall not use any power equipment prior to 8:00 a.m. or later than 3:00 p.m. Further, any schedule of such operations may be modified by the SEJPA in order to insure that the public is not unduly impacted by the noise created by such equipment.
- 6.05 PROVIDER's shall use electric or battery-powered leaf blowers. All gas-powered leaf blowers are Prohibited citywide.

## **7.00 PESTICIDE USE**

- 7.01 All work involving the use of pesticides shall be in compliance with all Federal, State and local laws and shall be accomplished by or under the direction of a State of California Licensed Pest Control Operator.
- 7.02 Pesticide applications shall strictly conform to all governing regulations. PROVIDER's staff applying pesticides shall possess all required licenses and certifications.
- 7.03 Records of all operations, including applicators' names, dates, times, methods of application, pesticide formulations, and weather conditions shall be made and retained according to governing regulations.
- 7.04 All pesticides requiring a special permit for use must be registered with the County Agricultural Commissioner's Office and a permit obtained.
- 7.05 PROVIDER shall apply chemicals in a safe manner without any impact to public. Non selective herbicides, such as glyphosate (RoundUp), shall not be used on SEJPA grounds to spot spray in or near turf, ground cover, perennials, color or other sensitive plantings.
- 7.06 PROVIDER shall provide to the SEJPA all Material Safety Data Sheets (MSDS) and current labels for all products and pesticides to be stored and/or used within the SEJPA, annually by January 1 each year and as any changes occur.

- 7.07 PROVIDER shall submit weekly reports to the SEJPA indicating all proposed pesticide applications for the following 7 days, and all pesticide applications completed in the previous 7 days. Chemical Reporting form shall be provided by the SEJPA.
- 7.08 PROVIDER shall post a PUBLIC NOTICE at each entry point 24 hours in advance all applications. The posting shall display the chemical name, date of application, signal word, the PROVIDER's company name, and contact phone number. SEJPA will provide the PUBLIC NOTICE signs for PROVIDERS use.

## **8.00 RECYCLED WATER USE**

- 8.01 This site uses recycled water for irrigation. All work involving the use of recycled water shall be in compliance with all Federal, State and local laws and shall be accomplished by or under the direction of a Certified Recycled Water Site Supervisor.

## **TECHNICAL SPECIFICATIONS**

### **9.00 MOWING**

- 9.01 Mowing operations shall be performed in a workmanlike manner that ensures a smooth surface appearance without scalping or allowing excessive cuttings to remain. Clippings need not be collected unless clippings are excessive and/or visible, or as directed by the SEJPA.
- 9.02 Turf shall be mowed with a reel mower of appropriate size and design for the turf area to be mowed. Mower with catcher shall be available and shall be used to remove clippings as needed.
- 9.03 All turf equipment shall be equipped with turf tires. Equipment shall be properly maintained, clean, adjusted, and sharpened.
- 9.04 To avoid the spread of weeds, diseases and undesired turf types, all mowing equipment shall be thoroughly washed following each mowing operation and prior to being transported to any other site.
- 9.05 Mow turf to 3 to 4 inch or as directed by the SEJPA.
- 9.06 Mowing operations shall be scheduled Monday through Friday (except during Board meetings – see Section 5.04).
- 9.07 Walkways shall be cleaned immediately following each mowing.
- 9.08 Mowing operations shall be scheduled at times of low public use.
- 9.09 Mowing frequency shall be **one (1) time per week all year, and as specified in Paragraph 9.06 and see section 5.04.**

- 9.10 Mowing shall be performed more frequently than specified if needed due to the growth rate of the turf, to avoid removing in excess of 1/3 of the height of the turf in any one mowing, while maintaining the specified mowing heights.

#### **10.00 TURF AND GROUND-COVER EDGING**

- 10.01 All turf edges shall be kept neatly edged. All grass invasions into adjacent areas shall be eliminated.
- 10.02 **String trimmers shall not be used to trim around trees.** Turf and groundcover shall be maintained a minimum of 6 inches from the trunks of trees by use of appropriate chemicals.
- 10.03 A 36-inch diameter circle shall be maintained around young trees with immature bark or caliper of less than 6 inches. Circles may include a watering basin, and/or a 2-inch deep layer of mulch, where appropriate, as directed by the SEJPA. Trees in turf shall be maintained free of basal suckers. Circles shall be kept free of weeds and grasses by use of appropriate chemicals.
- 10.04 Turf and groundcover shall be trimmed or limited around valve boxes, meter boxes, backflow devices, park equipment and other obstacles.
- 10.05 All groundcover and flower bed areas shall be kept neatly edged and free of grass invasion.
- 10.06 Walkways shall be cleaned immediately following each mechanical edging.
- 10.07 **Frequency** of mechanical edging of turf shall be the **one (1) time per week**, all year.
- 10.08 **Frequency** of ground cover edging shall be **one (1) time per every two weeks**, and as needed.

#### **11.00 RENOVATION / DETHATCHING**

- 11.01 Turf renovation shall be done at the direction of the SEJPA, as Extra Work.
- 11.02 Where required, turf renovation may consist of close mowing, aerification, dethatching, topdressing, and the like. Fertilization cycle may be coordinated to coincide with renovation operations.
- 11.03 Prior to the start of renovation operations, the following regular maintenance items shall be accomplished to the satisfaction of the SEJPA:
- A. Weed control shall be current.
  - B. Ruts, holes, low areas that do not drain, settling, and any condition which may be hazardous shall be corrected to provide a smooth, even turf surface.
  - C. Turf grade near pavement or mow strip shall be adjusted to be flush with the adjacent pavement surface.
  - D. Irrigation heads, valve boxes, etc. shall be adjusted, as needed, to proper level relative to turf.
  - E. Irrigation coverage shall be inspected and adjusted.

- 11.04 At the discretion of the SEJPA, turf repairs may require replacement of sod.
- 11.05 Dethatching shall remove all excess thatch to the soil line. Remove dislodged thatch from the site. Close mowing and cleanup of surrounding areas shall immediately follow dethatching.

## **12.00 TURF REPAIR AND RESTORATION**

- 12.01 All damaged, vandalized, bare, or unacceptably thin turf areas shall be corrected by stolonizing, plugging, or sodding as often as needed to re-establish turf to an acceptable quality, as directed by, and to the satisfaction of the SEJPA, at no cost to the SEJPA.
- 12.02 Areas to be so treated shall be prepared as needed to provide an adequate soil condition for turf to establish. Preparation may require, as needed, aeration, dethatching, soil amendment and tilling. Areas shall be fine graded to provide for surface drainage and to match surrounding turf and borders.
- 12.03 Sod, plugs, or stolons to be used and application rate shall be as approved by the SEJPA. All plugs or stolons shall be covered with Kellogg's Topper or approved equal at a rate of (1) cubic foot per 36 square feet.
- 12.04 Repaired areas shall receive supplemental water by hand or portable sprinkler as needed to establish turf.

## **13.00 WATERING AND IRRIGATION**

- 13.01 All landscaped and turf areas shall be irrigated, as required to maintain adequate growth and appearance, with a schedule most conducive to plant growth and intended facility use. The delivery of adequate moisture to the landscaped areas shall include, but not be limited to: hand watering, operation of manual valves, proper utilization of automatic controllers and valves.
- 13.02 PROVIDER shall insure that personnel operating irrigation systems are **fully trained** in all phases of landscape irrigation systems, thoroughly familiar with the particular equipment in use, and fully equipped and capable of performing proper programming and operation of the irrigation systems.
- 13.03 Irrigation systems equipped with controllers may be programmed by PROVIDER, at the direction of the SEJPA.
- 13.04 Consideration in irrigation operation must be given to slope and soil conditions to minimize runoff.
- 13.05 Watering shall be regulated to avoid interference with any use of the facilities, roadways, paving or walks.
- 13.06 Controllers shall be set to operate during the period of lowest wind velocity which would normally occur at night or early morning hours.

- 13.07 Irrigation shall be controlled in such a way as not to cause any excessively wet area which could be damaged by mowing or other traffic.
- 13.08 No irrigation shall be done during periods of measurable rain without prior approval of the SEJPA.
- 13.09 The PROVIDER shall be responsible for replacing all plant materials that die or are permanently damaged due to excessive or insufficient watering.
- 13.10 Hours of watering shall be 9:00 P.M. and 6:00 A.M.

**14.00 IRRIGATION MAINTENANCE, REPAIR, AND TESTING**

- 14.01 The PROVIDER shall provide for irrigation parts, heads, drip lines, and other irrigation system equipment replacements.
- 14.02 All irrigation work, including repairs, replacements, modifications, and new installations, shall conform to SEJPA-standard details.
- 14.03 PROVIDER shall provide labor and equipment for maintenance of the irrigation system including repairs and replacements (whether due to damage, malfunction, vandalism, normal wear, bee infestation or other cause) of all components except the following:
  - A. main lines
  - B. valves (control valves, ball valves and the like, not including quick-couplers)
  - C. pumps
  - D. automatic controllers and appurtenant devices (ET and rain gauge, antenna and the like)
  - E. backflow devices
  - F. pressure regulators
  - G. enclosures, cages, vaults, and boxes (including valve boxes, pull boxes and the like).

These items shall be repaired or replaced by the PROVIDER as Extra Work (or by other forces, at the discretion of the SEJPA), except that, where damage is the fault of PROVIDER's operations or negligence, PROVIDER shall repair or replace the damaged item(s), to the satisfaction of the SEJPA, at no cost to the SEJPA.

- 14.04 PROVIDER shall notify SEJPA of any damaged, deficient or inoperable irrigation component indicating the location, valve station number, problem, size, and type of irrigation equipment.
- 14.05 Repair or replacement of irrigation components that are identified as the PROVIDER's responsibility shall be completed **within two (2) working days** of determining damaged or inoperable irrigation component, or sooner to prevent damage to turf or landscaping, or if the repair is otherwise deemed urgent by the SEJPA.
- 14.06 Replacements of irrigation equipment shall be with originally specified equipment of the same size and quality or current standards as directed by the SEJPA prior to any installation thereof.



- 14.07 PROVIDER's Irrigation Technician shall be **fully trained** in all phases of landscape irrigation systems, thoroughly familiar with the particular equipment in use; and fully equipped and capable of identifying and isolating problems and performing the proper programming, inspection, testing, repair and maintenance of the irrigation systems. All of PROVIDER's personnel working on irrigation systems, shall be appropriately trained and under the direct supervision of a qualified Irrigation Technician.
- 14.08 Prior to testing a system, PROVIDER shall inspect all irrigated areas; note and mark with a flag marker any dry or stressed areas. During the course of the irrigation test, PROVIDER shall determine the cause of the noted deficiency and make needed repairs.
- 14.09 PROVIDER shall sequence controllers to each station to check the function of all facets of the irrigation system.
- 14.10 During irrigation testing PROVIDER shall:
- A. Adjust all sprinkler heads to provide correct coverage, uniform precipitation, prevention of runoff and erosion, and prevention of excessive overspray onto adjacent areas.
  - B. Check for, and correct all leaks, including pipes, risers, seals, turrets, etc.
  - C. Clean, flush, adjust, repair or replace any equipment, head or component that is not functioning to manufacturer's specifications.
  - D. Adjust valves and heads to keep all systems operating at manufacturer's recommended operating pressures. Valve throttling and pressure gauging shall be employed to prevent excessive fogging.
  - E. Check valve boxes and covers. Repair or replace as needed. Replace and secure cover bolts as needed. Keep inside valve boxes clean.
  - F. Check for low-head drainage. Clean, repair or replace malfunctioning or missing anti-drain devices including in-head check devices.
  - G. PROVIDER's staff shall remain on site during all testing or manual watering.
- 14.11 Any unresolved system malfunction, damage, or deficiency shall be reported, including effected valve station(s) and other pertinent details, to the SEJPA. Said reporting may be verbal or in writing at the discretion and to the satisfaction of the SEJPA
- 14.12 **Frequencies of irrigation testing shall be one (1) time per month**, or more frequently if problems or conditions indicate a need.
- 14.13 PROVIDER shall submit **as-built drawings** of all modifications to irrigation systems, including, piping, relocation of equipment or sprinkler heads, replacement of heads with another make or model, changes in nozzling and the like. As-built changes shall be complete to the satisfaction of the SEJPA. As-built drawings shall be made neatly and legibly on a copy of the irrigation drawings supplied by the SEJPA and shall be submitted within 2 working days of completion of the work.
- 14.14 PROVIDER shall perform audits of all irrigation systems and provide reports on forms to be provided by the SEJPA. **Audits shall be performed annually** and as needed following repairs and modifications.

## **15.00 WEED CONTROL**

- 15.01 All areas shall receive diligent control of weeds by employing all industry-recognized, legal methods, as approved by the SEJPA.
- 15.02 All areas shall be kept weed free: such as but not limited to: roadways, curbs, gutter, driveways, parking lots, walkways, patios, drainage structures, expansion joints, and turf, shrub beds, planters, and other landscaped areas.
- 15.03 Non selective herbicides, such as glyphosate (RoundUp), shall not be used on SEJPA grounds to spot spray in or near turf, ground cover, perennials, color or other sensitive plantings.
- 15.04 Chemical applications may be made **as needed**. Unless another method of control is approved by the SEJPA, weeds which grow from, or spread by, underground stolons, tubers, and the like, such as Bermuda Grass, Nutgrass, and Ragweed, shall be controlled using appropriate chemical controls. Said weeds shall not be physically removed until chemical action is complete.
- 15.05 Inspect, spot treat or mechanically remove weeds as necessary. Hand weeding or spot treatment of all areas is to be performed at **least one (1) time per week**. In no case shall any weeds be allowed to flower and produce seed.
- 15.06 Apply appropriate pre-emergent herbicides to prevent germination of known problem weeds. Target weeds shall include but are not limited to Kikuyu, Bermuda, Nutgrass, Crabgrass, Ragweed, Poa, Spurge, Oxalis, annual weeds and grasses.
- 15.07 Pre-emergent herbicide materials to be used shall be as approved by the SEJPA. Materials to be used shall be those best suited to the control of the target weeds in the given planting.
- 15.08 Pre-emergent herbicide applications shall be scheduled to control Poa annua, Crabgrass, and other identified weeds, and shall be made per label instructions for optimum control. Scheduling of pre-emergent herbicide applications shall be reflected on the ANNUAL CALENDAR along with notation identifying material name and target weeds.
- 15.09 Additional pre-emergent herbicide applications shall be made **as required** for optimum control of target weeds, including various problem weeds such as Spurge, Oxalis, and Nutsedges.

## **16.00 TREE, SHRUB AND GROUND COVER MAINTENANCE**

- 16.01 PROVIDER shall maintain trees for pedestrian and vehicular clearances only as directed by the SEJPA.
- 16.02 Trimming and pruning of trees and shrubs for vehicular and pedestrian clearance, visibility, access, plant health and appearance shall be done as needed, but at **least one (1) time per month**.
- 16.03 All pruning and tree tying shall conform to ANSI 300 Standards\* and the specific directions of the SEJPA.

\*ANSI A300 Part 1, Tree Care Operations- Tree, Shrub, and Other Woody Plant Maintenance-Standard Practices Revision 2008, American National Standards Institute, New York, NY

- 16.04 Clearance: Maintain trees to provide a seven (7) foot clearance in areas intended for pedestrian use, and thirteen and a half (13'-6") foot clearance for branches overhanging beyond curb line into the paved section of roadways and parking lots. Lower branching may be appropriate for trees in background and ornamental areas. Prune plant materials where necessary to maintain access and safe vehicular and pedestrian visibility and clearance and to prevent or eliminate hazardous conditions.
- 16.05 Shearing: **Only** those plants specifically designated by the SEJPA shall be sheared. These plants may also require additional thinning to maintain a healthy condition.
- 16.06 Tree pruning shall be performed with the intent of developing healthy, structurally sound trees with natural form and proportion, symmetrical appearance, and proper vertical and horizontal clearance.
- 16.07 Prune shrubs to encourage healthy growth habits, natural form and proportion. Restrict growth of shrubbery to area behind curbs and walkways and within planter beds by pruning. Hedge shears shall not be used as a means of pruning.
- 16.08 Tree stakes, two (2) per tree, shall be CCA or pentachlorophenol treated lodge pole pine. Stakes shall be placed vertically; 8 to 10 inches from the tree trunk; shall not rub against any part of the tree during windy conditions; shall be tied using materials and methods as approved by SEJPA.
- 16.09 Plant ties shall be checked frequently and either retied to prevent girdling or removed along with the stakes when no longer required.
- 16.10 Periodic corrections to tree staking and tying shall be done as needed but at least **one (1) time per month**.
- 16.11 All structural weaknesses such as split crotch or limbs, diseased or decayed limbs, bark or other damage shall be reported to the SEJPA.
- 16.12 Groundcover
- A. Groundcover shall be renovated as needed, but at least **one (1) time per year**. Renovation of groundcover shall include thinning and/or shearing of groundcover; and may include bed cultivating and/or mulching, as appropriate to the species and conditions and as directed by the SEJPA.
  - B. All dead, diseased and unsightly branches, vines or other growth shall be removed as they develop.
  - C. All groundcover areas shall be pruned to maintain neat but natural edges.
  - D. Except as specifically directed by the SEJPA, groundcover plants shall be prevented from climbing buildings, fences, poles, utilities, shrubs, trees, and the like.
- 16.13 Remove all dead shrubs and trees. SEJPA shall be notified 48 hours in advance of the removal of any tree or shrub. Trees to be removed shall have a caliper of

five (5) inches or less measured twelve (12) inches above the ground level. Trees measuring over this caliper may be removed as Extra Work at the discretion of the SEJPA.

- 16.14 All trimmings and debris shall be removed and properly disposed of immediately.
- 16.15 Flowering plants, including, but not limited to, Pelargonium, Gaura, Hemerocallis, Limonium, Tulbaghia, and Strelitzia, shall be maintained free of excessive spent blooms, flower stalks and the like. Plants shall be renovated following peak bloom, and as needed, to produce optimum color production and plant health. Renovation methods and timing shall be as approved by the SEJPA.

## **17.00 MULCHING**

- 17.01 A layer of approved mulch shall be maintained in all trees, shrub, and groundcover areas. Mulch shall be placed in such a manner as to present a neat appearance, cover all bare soil, and not cover plant material or the bases of trees or shrubs.
- 17.02 All areas to receive mulch shall be free of weeds prior to mulching.
- 17.03 Mulch shall be maintained free of weeds, litter and foreign matter.
- 17.04 **Mulch shall be supplied by the PROVIDER and shall be renovated at least one (1) time per year. All areas around buildings and tree base. See Plant map for mulching areas.**
- 17.05 PROVIDER shall supply all equipment and labor required to move mulch from the stock-pile site(s) and place mulch in required areas.
- 17.06 Mulching operation shall be accomplished in a timely manner, so that all material is removed and stock-pile site is left clean and level, all to the satisfaction of the SEJPA.

## **18.00 DISEASE AND PEST CONTROL**

- 18.01 All landscaped areas shall be maintained reasonably free of disease and insects, such as ants, that could cause or promote damage to plant materials including but not limited to trees, shrubs, groundcover and turf.
- 18.02 The SEJPA shall be notified immediately of any disease, insects or unusual conditions that might develop.
- 18.03 A disease control program to prevent all common diseases from causing serious damage shall be provided on an as needed basis. Disease control shall be achieved utilizing materials and rates recommended by a licensed California Pest Control Advisor.
- 18.04 PROVIDER shall eradicate or remove ants, rodents and other pests which the SEJPA deems to be a public hazard or nuisance. PROVIDER shall arrange for and assume the expense of such operations, if not under its immediate capabilities, within a 48-hour period after notification from the SEJPA.

- 18.05 In the case of bees, wasps, and the like, PROVIDER shall immediately notify the SEJPA, and shall take immediate measures to keep the public from inadvertent contact with the swarm, hive, or nest, and shall maintain those measures until the hazard is resolved. SEJPA shall arrange for eradication or removal of bees, wasps, and the like, at SEJPA's expense.
- 18.06 PROVIDER shall be responsible for Gophers and other rodents and shall be eliminated immediately by appropriate, approved exterminating techniques (traps, poison, etc.).
- 18.07 PROVIDER shall be responsible for pest control up to 15 feet above ground in all trees. In taller trees, if pests or disease extends above 15 feet, PROVIDER shall consult the SEJPA and provide a Pest Control Recommendation and a written proposal for Extra Work.
- 18.08 Ants shall be eliminated and kept from tree trunks, tree and shrub basins, edges of concrete paving, trash containers, benches, picnic tables, and any other area or feature where, in the opinion of the SEJPA, the presence of ants constitutes a nuisance.
- 18.09 Frequency of disease and pest control operations shall be **daily as needed**.

#### **19.00 PLANT MATERIALS AND REPLACEMENT**

- 19.01 PROVIDER shall replace at no cost to the SEJPA, any plant materials which fail or are damaged due to the PROVIDER's operations or negligence.
- 19.02 A plant shall be considered to have failed when it has died, or when it exhibits dieback, wilt, fire-blight, trunk damage, decay or other conditions which limit the health of the plant, and which the PROVIDER is unable to correct in a timely manner and to the satisfaction of the SEJPA.
- 19.03 Seasonal dormancy, and senescence and death, which are normal to the life-cycle of a given plant shall not be considered failure.
- 19.04 When a plant or tree fails or dies due to causes that are not the responsibility of the PROVIDER, the SEJPA shall provide replacement material. PROVIDER shall provide labor to plant, establish, and maintain the replacement. PROVIDER's responsibility to provide labor in this case, for any single replacement, shall be no greater than the cost to install a 24" boxed tree.
- 19.05 Plant materials shall conform to the requirements of the Landscape Plan of the area and to ANSI Z60 – 1–2004, "American Standard for Nursery Stock" as to kind, size, age, etc.; to Guideline Specifications for Nursery Tree Quality (Urban Tree Foundation) as to health, vigor, and form; and shall be subject to the approval of the SEJPA.
- 19.06 Plans of record and specifications should be consulted to insure correct identification of species. Substitutions may be allowed but only with the prior written approval of the SEJPA.
- 19.07 Quality

- A. Plants shall be sound, healthy, vigorous, free from plant disease, insect pest or their eggs, and shall have healthy normal root systems and comply with all state and local regulations governing these matters, and shall be free from any noxious weeds.
- B. Plant materials shall be symmetrical, and/or typical for variety and species.
- C. Trees shall not have been topped.
- D. Roots shall not have been allowed to circle or become bound at any stage of growth.
- E. All plant materials must be provided from a licensed nursery and shall be subject to acceptance as to quality by the SEJPA.

19.08 Plant Materials Guarantee

PROVIDER shall replace, at no cost to the SEJPA, any plant materials planted by PROVIDER under this AGREEMENT which fail to establish, grow, live and remain in healthy condition, regardless of the reason for said failure, as follows:

- A. All trees shall be guaranteed for two years from the date of acceptance of the job by the SEJPA.
- B. All shrubs shall be guaranteed for one year from the date of acceptance of the job by the SEJPA.

Nothing in this paragraph shall in any way reduce or remove PROVIDER's responsibility as specified elsewhere in this AGREEMENT.

19.09 Newly planted areas shall receive special attention until plants are established. Adequate water shall be applied to promote normal, healthy growth. Proper berms or basins shall be maintained during the establishment period.

19.10 At the direction of the SEJPA, substitutions or plan modifications may be made, including use of different species, varieties, or quantities of plants. In this case, PROVIDER shall be responsible only for the value of replacement of existing failed or damaged plants and planting as prescribed above. Materials and labor in addition to that value shall be Extra Work.

**20.00 LITTER, LEAF, AND DEBRIS CONTROL**

20.01 Remove all litter, paper, glass, trash, undesirable materials, silt and other accumulated debris from all areas to be maintained, including but not limited to: walkways, roadways, between and around planted areas, steps, planters, slopes, and sand areas.

20.02 Complete policing, litter pick up and supplemental hand sweeping of parking lot edges, corners and other parking lot areas inaccessible to power equipment shall be accomplished to ensure a clean site, compliant with Storm Water best management practices.

20.04 Accumulation of leaves and debris shall be removed, from all landscaped areas except as specifically directed by the SEJPA.

20.05 Raking should not be used in ground cover or mulched areas except to remove heavy accumulation of leaves and debris. When raking is necessary, it should be done lightly, taking care not to damage plants or displace mulch.

20.06 Increases in frequencies of clean-ups for seasonal plant defoliation or clean-up after storms shall be the PROVIDER's responsibility.

**CONTACT PERSON:**

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SAN ELIJO JOINT POWERS AUTHORITY  
MEMORANDUM

November 16, 2021

TO: Board of Directors  
San Elijo Joint Powers Authority

FROM: General Manager

SUBJECT: EMERGENCY GENERATOR PURCHASE AND INSTALLATION WORK

RECOMMENDATION

Staff recommends the Board of Directors make the following findings and authorizations:

1. In light of the facts described in this staff report and presented by staff in this Board Meeting, the Board of Directors hereby makes the following **FINDINGS AND DECLARATIONS**:
  - a. Competitive public bidding of this emergency generator installation work would not result in any advantage to SEJPA or the public;
  - b. The greatest public benefit is served by SEJPA executing a negotiated contract with Morrow-Meadows at the price previously competitively bid by Morrow-Meadows under the PCL contract.
2. Authorize the General Manager to negotiate and execute a deductive change order with PCL Construction to remove the purchase and installation of an emergency power generator;
3. Authorize the General Manager to execute a contract with Morrow-Meadows for the purchase and installation of an emergency generator for an amount not to exceed \$150,000;
4. Discuss and take action as appropriate.

BACKGROUND

The Water Campus Improvements project is substantially complete with only minor items remaining, one of which is the purchase and installation of a dedicated emergency power generator for the new Administration and Operation building. The treatment process and other operational buildings at the Water Campus receive emergency power from an existing generator located onsite.



The Board of Directors approved the purchase of the new generator at the February 16, 2021 Board meeting as part of contract change order Group A with PCL Construction (PCL). However, due to supply chain interruptions related to the pandemic, the generator delivery has been delayed and this work is not expected to be completed before July 2022. Since the contract with PCL is substantially complete, the delay in receiving the generator will require a contract extension and re-mobilization of PCL staff and equipment. This would be an additional cost and submitted as a change order.

## DISCUSSION

Due to the delivery delay of the generator, SEJPA has the option to decline the purchase and installation by PCL and their electrical subcontractor. If SEJPA elects to continue the purchase with PCL, the cost increase is approximately \$28,000 due to extended overhead incurred by the delay and other contractor markup fees.

Another option available is for SEJPA to negotiate and execute a contract directly with PCL's subcontractor (Morrow-Meadows). This will allow the closeout of PCL's contract and avoid \$28,000 in additional costs and fees. Both PCL Construction and Morrow-Meadows support this option, without price change to SEJPA.

SEJPA's controlling law states that contracts for work over \$35,000 must be competitively bid. However, the law also provides that where competitive proposals would not produce any advantage, competitive bidding is not applicable. This principle has been upheld in various California decisions in a variety of situations involving both the purchase of services and products and the construction of public improvements and buildings where it has appeared that competitive bidding would be incongruous or would not result in any advantage to the public entity in efforts to contract for the greatest public benefit.

Since the generator installation work was previously competitively bid by PCL using the prescribed requirements established by the construction agreement with SEJPA, and consistent with existing case law for public contracting in California, both staff and SEJPA legal counsel agree that a negotiated contract with Morrow-Meadows is an acceptable approach. A competitive public bid process would unnecessarily consume staff time and resources, would further delay the installation work, and is unlikely to result in a better bid price, especially given the steady rise in construction bids in the market. There is no advantage to competitively or publicly bidding this work.

Therefore, staff recommends that the Board authorize the General Manager to negotiate a deductive change order with PCL to remove the purchase and installation of the generator from PCL's scope of work and close out PCL's contract; and to execute a contract with Morrow-Meadows for the purchase and installation of the generator at Morrow-Meadows' previously bid price.

## FINANCIAL IMPACT

The financial impact of the staff's recommendation is a zero net-cost increase to the project. The purchase and installation cost will remain as originally estimated (\$150,000), but the contractor of record will be Morrow-Meadows instead of PCL.

## RECOMMENDATION

Staff recommends the Board of Directors make the following findings and authorizations:

1. In light of the facts described in this staff report and presented by staff in this Board meeting, the Board of Directors hereby makes the following **FINDINGS AND DECLARATIONS**:
  - a. Competitive public bidding of this emergency generator installation work would not result in any advantage to SEJPA or the public;
  - b. The greatest public benefit is served by SEJPA executing a negotiated contract with Morrow-Meadows at the price previously competitively bid by Morrow-Meadows under the PCL contract.
2. Authorize the General Manager to negotiate and execute a deductive change order with PCL Construction to remove the purchase and installation of an emergency power generator;
3. Authorize the General Manager to execute a contract with Morrow-Meadows for the purchase and installation of an emergency generator for an amount not to exceed \$150,000;
4. Discuss and take action as appropriate.

Respectfully submitted,



Michael T. Thornton, P.E.  
General Manager