

**AGENDA**  
**SAN ELIJO JOINT POWERS AUTHORITY**  
**WEDNESDAY, JANUARY 10, 2018 AT 8:00 AM**  
**SAN ELIJO WATER RECLAMATION FACILITY – CONFERENCE ROOM**  
**2695 MANCHESTER AVENUE**  
**CARDIFF BY THE SEA, CALIFORNIA**

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1. CALL TO ORDER
2. ROLL CALL
3. PLEDGE OF ALLEGIANCE
4. ORAL COMMUNICATIONS (NON-ACTION ITEM)
5. PRESENTATION OF AWARDS  
  
None
6. \* **CONSENT CALENDAR**
7. \* APPROVAL OF MINUTES FOR DECEMBER 11, 2017 MEETING
8. \* APPROVAL FOR PAYMENT OF WARRANTS AND MONTHLY INVESTMENT REPORTS
9. \* SAN ELIJO WATER RECLAMATION FACILITY TREATED EFFLUENT FLOWS – MONTHLY REPORT
10. \* SAN ELIJO JOINT POWERS AUTHORITY RECYCLED WATER PROGRAM – MONTHLY REPORT
11. \* 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**

12. **ELECTION OF OFFICERS AND SCHEDULE OF BOARD MEETINGS**

1. Appoint the Chairperson and Vice Chairperson for the 2018 SEJPA Board of Directors;
2. Select the regular meeting place and time for 2018; and
3. Discuss and take action as appropriate.

Staff Reference: Director of Finance and Administration

13. **RECYCLED WATER COST OF SERVICE AND PROPOSED WHOLESALE RATE INCREASE FOR FISCAL YEARS 2018-19, 2019-20, AND 2020-21**

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

Staff Reference: General Manager

14. **AWARD CONTRACT FOR CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) SUPPORT**

1. Approve Professional Service Agreement with Helix Environmental Planning for CEQA Support for an amount not to exceed \$88,400; and
2. Discuss and take action as appropriate.

Staff Reference: General Manager

15. **GENERAL MANAGER'S REPORT**

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

16. **GENERAL COUNSEL'S REPORT**

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

17. **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.

18. **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, Public Employee Performance Evaluation: General Manager.

19. CONSIDERATION OF GENERAL MANAGER EMPLOYMENT COMPENSATION

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

20. ADJOURNMENT

The next regularly scheduled San Elijo Joint Powers Authority Board Meeting will be Monday, February 12, 2018 at 9:00 a.m.

NOTICE:

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

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

AFFIDAVIT OF POSTING

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

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

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

Date: January 4, 2018



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

SAN ELIJO JOINT POWERS AUTHORITY  
MINUTES OF THE BOARD MEETING  
HELD ON DECEMBER 11, 2017  
AT THE  
SAN ELIJO WATER RECLAMATION FACILITY

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Ginger Marshall, Chair

Tasha Boerner Horvath, Vice Chair

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A meeting of the Board of Directors of the San Elijo Joint Powers Authority (SEJPA) was held Monday, December 11, 2017, at 9:00 a.m., at the San Elijo Water Reclamation Facility at 2695 Manchester Avenue, Cardiff by the Sea, California.

1. CALL TO ORDER

Vice Chair Boerner Horvath called the meeting to order at 9:03 a.m.

2. ROLL CALL

*Directors Present:*

Tasha Boerner Horvath  
David Zito  
Joe Mosca

*Directors Absent:*

Ginger Marshall

*Others Present:*

General Manager  
Director of Operations  
Director of Finance & Administration  
Associate Engineer  
Administrative Assistant/Board Clerk

Michael Thornton  
Chris Trees  
Paul Kinkel  
Mike Konicke  
Jennifer Basco

*SEJPA Counsel:*

Procopio, Cory, Hargreaves & Savitch

Greg Moser

*City of Solana Beach:*

City Manager  
Director of Engineering/Public Works

Greg Wade  
Mohammad "Mo" Sammak

*City of Encinitas:*

Public Works Management Analyst

Bill Wilson

3. PLEDGE OF ALLEGIANCE

Vice Chair Boerner Horvath led the Pledge of Allegiance.

4. ORAL COMMUNICATIONS

None

5. PRESENTATION OF AWARDS

None

6. CONSENT CALENDAR

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

Agenda Item No. 7      Approval of Minutes for the November 13, 2017 Meeting

Agenda Item No. 9      San Elijo Water Reclamation Facility Treated Effluent  
Flows – Monthly Report

Agenda Item No. 10     San Elijo Joint Powers Authority Recycled Water Program  
– Monthly Report

Motion carried with the following vote of approval:

AYES:            Boerner Horvath, Zito, Mosca  
NOES            None  
ABSENT:        Marshall  
ABSTAIN:       None

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

Motion carried with the following vote of approval:

AYES:            Boerner Horvath, Zito  
NOES:            None  
ABSENT:        Marshall  
ABSTAIN:       Mosca

11. ITEMS REMOVED FROM CONSENT CALENDAR

None

12. CAPITAL IMPROVEMENT PROGRAM UPDATE

General Manager Thornton provided status updates on the various projects in SEJPA's Capital Improvement Program. Phase I of the CIP is currently in construction and includes the Land Outfall Replacement, Preliminary Treatment Upgrades, and Odor Control Improvements. Phase I projects have a construction budget of \$13.7 million, which are currently tracking on budget, and are scheduled to be completed in 2018. Phase II is currently in the design and permitting stage, and consists primarily of a bundle of projects referred to as the Building and Site Improvements Program, as well as IRWM recycled water pipelines, electrical upgrades to Motor Control Center No. 2, and improvements to the SCADA system. Phase III, the Solids Treatment Project, is currently in the pre-design phase. Phase IV consists of Resource Recovery and Reuse

projects including water storage, process optimization, and energy efficiency projects. This phase is in early stages of research and development. Mr. Thornton stated that staff is focused on Phase I and II projects at this time. Revenue from the sale of the 2017 Clean Water Bonds, combined with current and future cash contributions for capital projects, is the basis for the SEJPA Capital Improvement Program.

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

13. 2017 YEAR IN REVIEW – RECOGNIZING AGENCY ACHIEVEMENTS AND SUCCESSES

General Manager Thornton presented highlights of the SEJPA's accomplishments and successes for calendar year 2017. Included in the highlights were the agency's permit compliance record, safety record and implementation of new safety program, public outreach events and engagements, financial results and capital financing, and collaborations with other government agencies.

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

14. GENERAL MANAGER'S REPORT

None

15. GENERAL COUNSEL'S REPORT

None

16. BOARD MEMBER COMMENTS

Board Member Zito, Vice Chair Boerner Horvath, and Board Member Mosca thanked the General Manager for a good year.

17. CLOSED SESSION

The Board of Directors adjourned to closed session at 9:50 a.m., pursuant to Government Code Section 54957: Employee Performance Evaluation. Title: General Manager.

The Board of Directors came out of closed session at 10:12 a.m., with no reportable action.

18. CONSIDERATION OF GENERAL MANAGER EMPLOYMENT COMPENSATION

Moved by Board Member Zito and seconded by Vice Chair Boerner Horvath to:

1. Continue discussion and possible action regarding General Manager's employment contract and/or compensation to the January 2018 Board of Director's meeting.

Motion carried with the following vote of approval:

AYES: Boerner Horvath, Zito, Mosca  
NOES: None  
ABSENT: Marshall  
ABSTAIN: None

19. ADJOURNMENT

The meeting adjourned at 10:15 a.m. The next Board of Directors meeting will be held on January 10, 2018 at 8 a.m.

Respectfully submitted,

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

Michael T. Thornton, P.E.  
General Manager

**SAN ELIJO JOINT POWERS AUTHORITY****PAYMENT OF WARRANTS****18-01****For the Months of November and December 2017**

<b>Warrant #</b>	<b>Vendor Name</b>	<b>G/L Account</b>	<b>Warrant Description</b>	<b>Amount</b>
35103	Void	Void	Void	Void
35104	Affordable Drain Service, Inc.	Services - Maintenance	Vactor service for secondary pump tank	2,280.00
35105	Aflac	EE Deduction Benefits	Aflac - December	643.60
35106	Atlas Pumping Service Inc.	Services - Grease & Scum	Grease and scum pumping	554.88
35107	BankCard Center	Various	Motor, IT Security, fuel, fees, and office supplies	1,929.25
35108	BJ's Rentals	Equipment Rental/Lease	Boom	449.31
35109	Boot World, Inc.	Uniforms - Boots	Safety boots	369.21
35110	Brenntag Pacific, Inc.	Supplies - Chemicals	Sodium Hydroxide	2,764.44
35111	Chevron & Texaco Business Card	Fuel	November	129.99
35112	Coast Waste Management, Inc.	Services - Grit & Screenings	Roll-off	3,770.01
35113	Complete Office	Supplies - Office	Office supplies	136.14
35114	Dudek & Associates	Services - Professional	Encinitas Ranch Recycled Water expansion	14,160.00
35115	EDCO Waste & Recycling Service	Utilities - Trash	November	242.75
35116	Forte of San Diego	Supplies - Janitorial	Janitorial supplies	475.90
35117	Global Capacity	Utilities - Internet	T-1 service - January	296.03
35118	Kennedy/Jenks Consultants	Services - Engineering	Land Ocean Outfall	11,917.75
35119	The Lawton Group	Services - Intern Program	Week worked - 11/20/17 - 11/26/17	439.56
35120	Marine Taxonomic Services, Ltd.	Services - Contractors	Offshore water sampling	434.00
35121	McMaster-Carr Supply Co.	Supplies - Safety; Repair Parts	Safety supplies and repair parts	364.13
35122	Napa Auto Parts	Vehicle Maintenance	Battery	170.16
35123	Pacific Green Landscape	Services - Landscape	Replace plastic valve and shut-off valve	747.75
35124	Public Employees - Retirement	Retirement Plan - PERS	Retirement - 11/18/17 - 12/01/17	12,100.62
35125	ProBuild Company, LLC	Minor Equip - Shop & Field	Tools	395.19
35126	Roesling Nakamura Terada Architects	Services - Professional	Building improvements	33,044.00
35127	Santa Fe Irrigation District	Utilities - Water	Recycled water	1,310.50
35128	Michael Thornton	Supplies - Safety	Safety equipment reimbursement	272.00
35129	Toyotalift, Inc.	Services - Maintenance	Starter	645.27
35130	Unifirst Corporation	Services - Uniforms	Uniform service	567.31
35131	Underground Service Alert/SC	Services - Alarm	Dig alert - November	194.80
35132	USA Bluebook	Repair Parts Expense	Float switch hook mount	171.44
35133	Vantagepoint Transfer Agents	EE Deduction Benefits	ICMA - 457	6,525.79
35134	Vantagepoint Transfer Agents	ICMA Retirement	ICMA - 401a	3,120.10
35135	VWR International, Inc.	Supplies - Lab	Laboratory supplies	1,276.42
35136	Abila	Licenses	Accounting software license	1,033.00
35137	Ag Tech, LLC	Services - Biosolids Hauling	Biosolids hauling - November	13,139.32
35138	Aquatic Bioassay	Services - Laboratory	Water sample testing	405.00
35139	Arizona Instrument	Services - Maintenance	Recal, battery, and sensor	1,585.37
35140	Asbury Environmental Services	Fees - Disposal	Shop towels	199.57
35141	AT&T	Utilities - Telephone	Phone service - 11/13/17 - 12/12/17	379.99
35142	AT&T	Utilities - Telephone	Alarm service - December	398.48
35143	Atlas Pumping Service Inc.	Services - Grease & Scum	Grease and scum pumping	554.88
35144	BankCard Center	Vehicle Maintenance	Security, meetings, parts, and safety supplies	2,921.34
35145	Black & Veatch	Services - Engineering/CM	Land outfall replacement; solids treatment process	119,811.49
35146	Brenntag Pacific, Inc.	Supplies - Chemicals	Citric Acid	2,339.33
35147	Brithinee Electric	Repair Parts Expense	Grit pump #1	805.97
35148	Chevron & Texaco Business Card	Fuel	Fuel - December	997.84
35149	Complete Office	Supplies - Office	Office supplies, toner	306.39
35150	Corodata	Rent	Record storage - November	83.81
35151	D&H Water Systems	Repair Parts Expense	Motor	323.36
35152	Dudek & Associates	Services - Professional	Preliminary treatment upgrades; SWAP project	17,462.21
35153	Encina Wastewater Authority	Service - EWA Support	Resource sharing - HR and safety	2,224.39
35154	Evantec Lab Supply	Supplies - Lab	Laboratory supplies	1,809.53
35155	J.R. Filanc Construction Co.	Services - Contractors	Land outfall replacement project	413,073.55
35156	Fisher Scientific	Supplies - Lab	Laboratory supplies	924.17
35157	Forte of San Diego	Services - Janitorial	January	1,000.00
35158	Hach Company	Supplies - Chemicals	Standard solution	434.09
35159	Harbor Freight Tools	Supplies - Shop & Field	Tools, gloves, and shop supplies	243.73
35160	Home Depot Credit Services	Supplies - Safety	Shop, safety, and office supplies	417.42
35161	Hydro Gate, LLC	Capital Outlay	18" x 18" cast iron gate long stem	1,311.32
35162	Kemira Water Solutions, Inc.	Supplies - Chemicals	Ferric Chloride	3,945.91



**SAN ELIJO JOINT POWERS AUTHORITY****PAYMENT OF WARRANTS****18-01****For the Months of November and December 2017**

<b>Warrant #</b>	<b>Vendor Name</b>	<b>G/L Account</b>	<b>Warrant Description</b>	<b>Amount</b>
35163	Lawson Products Inc.	Repair Parts Expense	Nuts and bolts	958.02
35164	The Lawton Group	Services - Intern Program	Week worked - 11/27/2017- 12/04/2017	586.08
35165	McMaster-Carr Supply Co.	Minor Equip - Shop & Field	Plumbing parts and vacuum pump	1,162.43
35166	Midas Shop	Vehicle Maintenance	Tires and alignment	480.37
35167	Olin Corp - Chlor Alkali	Supplies - Chemicals	Sodium Hypochlorite	2,822.70
35168	Olivenhain Municipal Water District	Rent	Pipe repayment - November	5,899.50
35169	Pacific Green Landscape	Services - Landscape	December	2,625.00
35170	Pacific Pipeline Supply	Repair Parts Expense	Plumbing parts	690.40
35171	P.E.R.S.	Medical Insurance - PERS	Health - January	23,013.03
35172	Public Employees - Retirement	Retirement Plan - PERS	Retirement - 12/02/17 - 12/15/17	12,052.06
35173	Physis	Services - Laboratory	Testing water samples	2,600.00
35174	Preferred Benefit Insurance	Dental/Vision	Vision - December	301.50
35175	Procopio Cory Hargreaves	Services - Legal	Labor & employment; General	2,762.50
35176	Right-Of-Way Engineering	Services - Engineering	Westerly slope survey	2,625.00
35177	Rohan & Sons, Inc.	Services - Maintenance	Air conditioning and heating service	385.00
35178	Rusty Wallis, Inc.	Services - Maintenance	Water softener, salt bags, and tanks	130.86
35179	Santa Fe Irrigation District	SFID Distribution Pipeline	Pipeline purchase payment - November	1,039.50
35180	San Diego Gas & Electric	Utilities - Gas & Electric	Gas and electric -11/02/17 - 12/04/17	55,585.59
35181	San Dieguito Water District	Utilities - Water	Recycled water	1,694.36
35182	San Dieguito Water District	Utilities - Water	Recycled water	5,549.25
35183	Smart & Final	Supplies - Office	Kitchen supplies	200.22
35184	Sun Life Financial	Life Insurance/Disability	Life and disability insurance - January	1,538.23
35185	SWRCB	Fees - Permits	SEWRF Permit - 07/01/17 - 06/30/18	21,204.00
35186	SWRCB	Fees - Permits	Recycled Water Permit - 07/01/17 - 06/30/18	14,929.00
35187	T.S. Industrial Supply	Repair Parts Expense	Plumbing parts, hose, and clamps	643.58
35188	Terminix Processing Center	Services - Maintenance	Pest control	225.00
35189	Michael Thornton	CSRMA Wellness Program	Health and wellness	60.00
35190	Technology Integration Group	Services - Maintenance	Copier	87.85
35191	Toyotalift, Inc.	Vehicle Maintenance	Forklift fan	510.18
35192	Christopher A. Trees	Subsistence - Travel	Meeting and water sampling	69.87
35193	Unifirst Corporation	Services - Uniforms	Uniform service	365.57
35194	Vantagepoint Transfer Agents	EE Deduction Benefits	ICMA - 457	6,281.10
35195	Vantagepoint Transfer Agents	ICMA Retirement	ICMA - 401a	3,094.69
35196	Verizon Wireless	Utilities - Telephone	11/11/17 - 12/10/17	281.32
35197	Verizon Wireless	Utilities - Telephone	Cell phone service - 11/08/17 - 12/07/17	777.57
35198	WageWorks	Payroll Processing Fees	Admin and compliance fee - November	123.50
35199	Water Environment Federation	Dues & Memberships	Agency membership	320.00
	San Elijo Payroll Account	Payroll	Payroll - 12/08/2017	66,176.18
	San Elijo Payroll Account	Payroll	Payroll - 12/22/2017	63,305.50
				<u><u>\$ 993,186.27</u></u>

SAN ELIJO JOINT POWERS AUTHORITY

PAYMENT OF WARRANTS SUMMARY

**For the Months of November and December 2017  
As of December 27, 2017**

PAYMENT OF WARRANTS	\$ 993,186.27
Reference Number	18-01

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



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Paul F. Kinkel  
Director of Finance & Administration

STATEMENT OF FUNDS AVAILABLE FOR PAYMENT OF WARRANTS  
AND INVESTMENT INFORMATION  
As of December 27, 2017

FUNDS ON DEPOSIT WITH	AMOUNT
<b>LOCAL AGENCY INVESTMENT FUND</b>	
<i>(NOVEMBER 2017 YIELD 1.172%)</i>	
RESTRICTED SRF RESERVE	\$ 630,000.00
UNRESTRICTED DEPOSITS	\$ 12,577,936.71
<b>CALIFORNIA BANK AND TRUST</b>	
<i>(NOVEMBER 2017 YIELD 0.01%)</i>	
REGULAR CHECKING	\$ 111,617.57
PAYROLL CHECKING	\$ 5,000.00
<b>UNION BANK - TRUSTEE (BOND FUNDS)</b>	
BLACKROCK <i>(NOVEMBER 2017 YIELD 0.96%)</i>	\$ 625,391.94
LAIF <i>(NOVEMBER 2017 YIELD 1.172%)</i>	\$ 22,158,604.62
<b>TOTAL RESOURCES</b>	<b>\$ 36,108,550.84</b>

SAN ELIJO JOINT POWERS AUTHORITY  
MEMORANDUM

January 10, 2018

TO: Board of Directors  
San Elijo Joint Powers Authority

FROM: General Manager

SUBJECT: SAN ELIJO WATER RECLAMATION FACILITY TREATED EFFLUENT FLOWS  
– MONTHLY REPORT

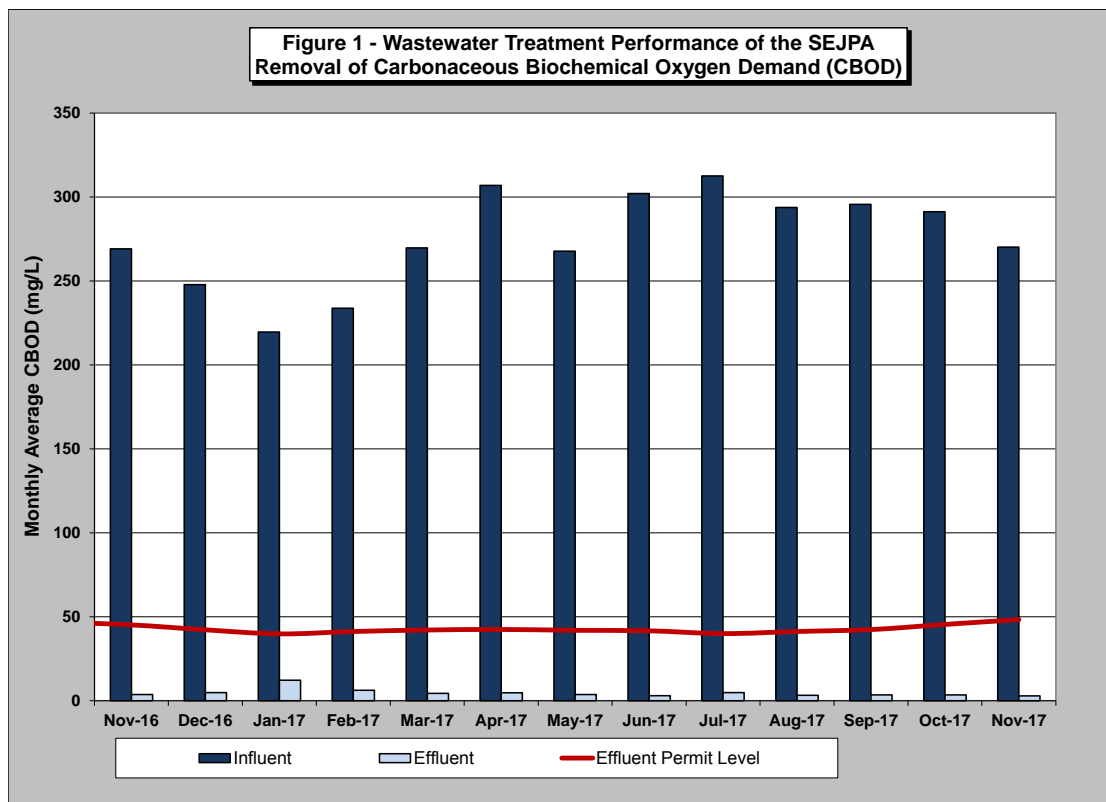
RECOMMENDATION

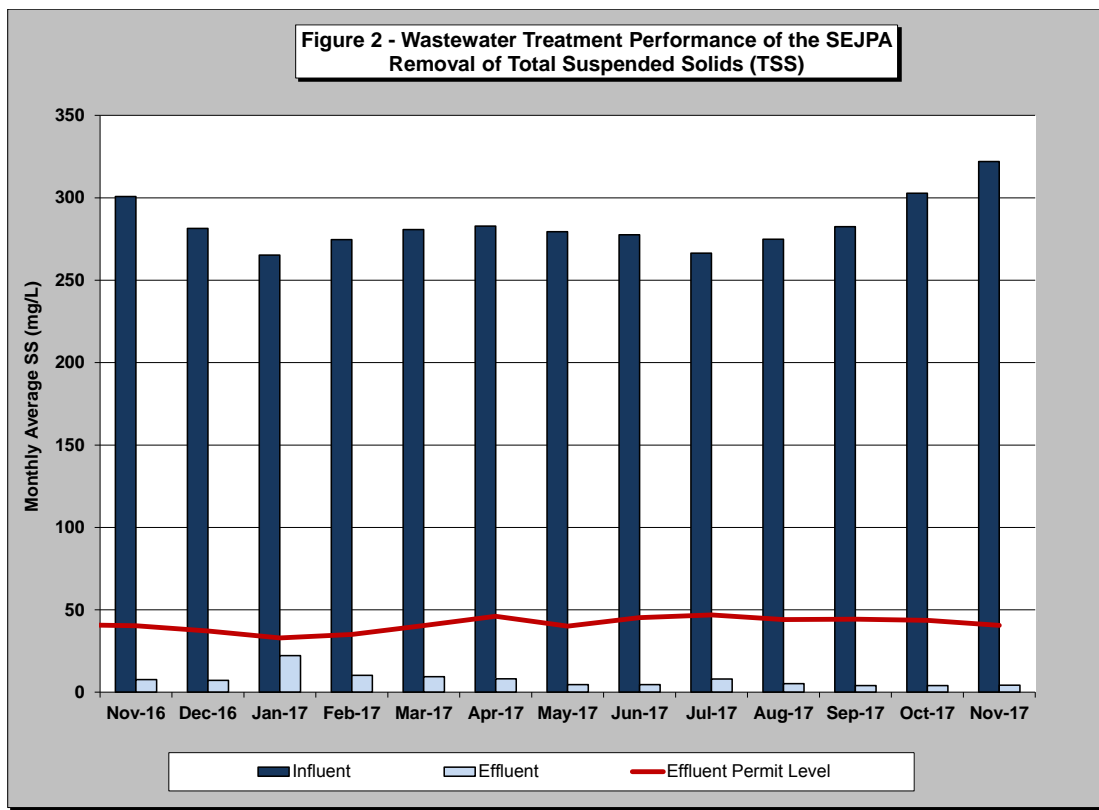
No action required. This memorandum is submitted for information only.

DISCUSSION

Monthly Treatment Plant Performance and Evaluation

Wastewater treatment for the San Elijo Joint Powers Authority (SEJPA) met all National Pollutant Discharge Elimination System (NPDES) ocean effluent limitation requirements for the month of November 2017. 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 98.9 and 98.7 percent removal, respectively, (as shown in Figure 1 and Figure 2).





### Member Agency Flows

Presented below are the influent and effluent flows for the month of November. Average daily influent flows were recorded for each Member Agency. Total effluent flow was calculated for the San Elijo Water Reclamation Facility. January 2017 was the first month that the City of Del Mar pumped flow to SEJPA. However, due to the treatment process upset and high influent flows associated with the January rain events, the flow was diverted back to San Diego JPA Metro. Currently, the City of Del Mar is in the process of eliminating high salinity infiltration that is occurring at a few manholes near the beach. High salinity wastewater can negatively impact the biological treatment and water recycling process. Upon the completion of these repairs, the SEJPA will begin receiving wastewater flows from Del Mar.

	November	
	<u>Influent (mgd)</u>	<u>Effluent (mgd)*</u>
Cardiff Sanitary Division	1.257	0.661
City of Solana Beach	0.983	0.517
Rancho Santa Fe SID	0.131	0.069
City of Del Mar	0.000	0.000
<b>Total San Elijo WRF Flow</b>	<b>2.371</b>	<b>1.247</b>

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

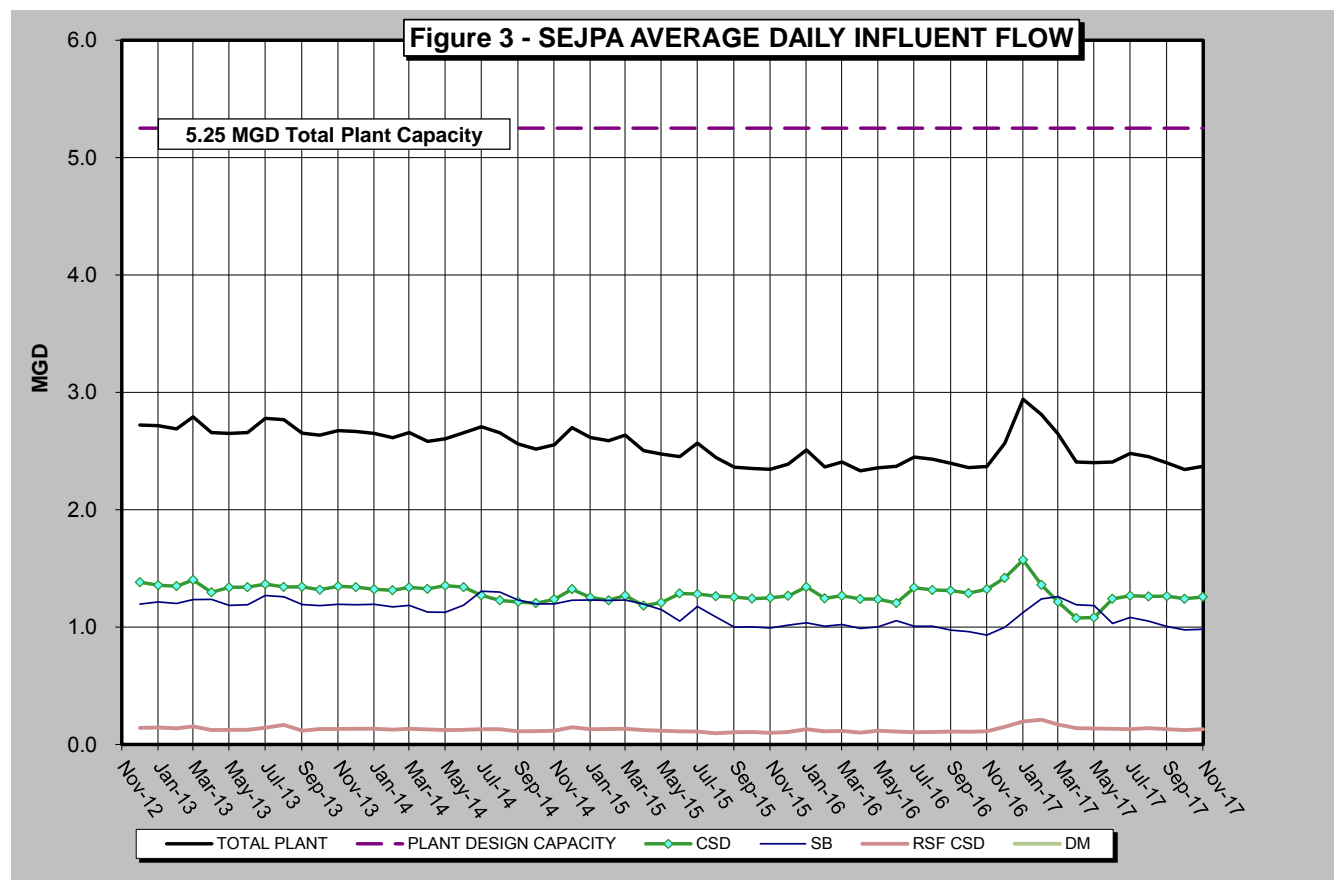
Table 1 (below) presents the historical average, maximum, and unit influent and effluent flow rates per month for each of the Member Agencies during the past 5 years. It also presents the number of connected Equivalent Dwelling Units (EDUs) for each of the Member Agencies during this same time period.

**TABLE 1 - SAN ELIJO WATER RECLAMATION FACILITY MONTHLY REPORT - FLOWS AND EDUS**

MONTH	AVERAGE DAILY INFLUENT FLOW RATE (MGD)					AVERAGE DAILY EFFLUENT FLOW RATE (MGD)					CONNECTED EDUs					AVERAGE UNIT INFLUENT FLOW RATE (GAL/EDU/DAY)							
	CSD	RSF	CSD	SB	DM	TOTAL PLANT	CSD	RSF	CSD	SB	DM	TOTAL PLANT	CSD EDUS	RSF EDUS	CSD EDUS	SB EDUS	DM	TOTAL EDUS	CSD	RSF	SB	DM	TOTAL PLANT
Dec-12	1.383	0.141	1.197			2.721	1.261	0.129	1.091			2.481	8,300	490	7,728			16,518	167	288	155		165
Jan-13	1.357	0.145	1.215			2.717	1.155	0.124	1.034			2.313	8,300	490	7,728			16,518	163	296	157		164
Feb-13	1.349	0.138	1.201			2.688	1.048	0.108	0.933			2.089	8,301	490	7,728			16,519	163	282	155		163
Mar-13	1.402	0.154	1.235			2.791	0.905	0.100	0.797			1.802	8,302	493	7,728			16,521	169	314	160		169
Apr-13	1.297	0.124	1.237			2.658	0.531	0.051	0.506			1.088	8,304	493	7,728			16,523	156	253	160		161
May-13	1.339	0.126	1.185			2.650	0.376	0.036	0.333			0.745	8,304	493	7,728			16,525	161	256	153		160
Jun-13	1.341	0.126	1.190			2.657	0.269	0.025	0.239			0.533	8,307	493	7,728			16,528	161	256	154		161
Jul-13	1.366	0.144	1.269			2.779	0.482	0.050	0.448			0.980	8,309	493	7,728			16,530	164	292	164		168
Aug-13	1.342	0.168	1.258			2.768	0.380	0.048	0.356			0.784	8,311	494	7,728			16,533	161	340	163		167
Sep-13	1.343	0.117	1.193			2.653	0.403	0.036	0.358			0.797	8,311	494	7,728			16,533	162	237	154		160
Oct-13	1.319	0.132	1.184			2.635	0.629	0.063	0.565			1.257	8,314	494	7,728			16,536	159	267	153		159
Nov-13	1.348	0.133	1.194			2.675	0.932	0.092	0.826			1.850	8,315	494	7,728			16,537	162	270	155		162
Dec-13	1.341	0.134	1.191			2.666	1.030	0.103	0.915			2.048	8,316	494	7,728			16,538	161	272	154		161
Jan-14	1.322	0.135	1.194			2.651	0.851	0.087	0.768			1.706	8,318	495	7,728			16,541	159	273	155		160
Feb-14	1.314	0.127	1.172			2.613	0.954	0.093	0.851			1.898	8,323	495	7,728			16,546	158	257	152		158
Mar-14	1.339	0.134	1.185			2.658	0.858	0.086	0.760			1.704	8,324	496	7,728			16,548	161	270	153		161
Apr-14	1.326	0.128	1.128			2.582	0.449	0.043	0.382			0.874	8,328	498	7,728			16,554	159	257	146		156
May-14	1.353	0.124	1.127			2.604	0.159	0.015	0.132			0.306	8,333	498	7,728			16,559	162	249	146		157
Jun-14	1.341	0.126	1.188			2.655	0.207	0.020	0.183			0.410	8,333	498	7,728			16,559	161	253	154		160
Jul-14	1.271	0.130	1.307			2.708	0.232	0.024	0.239			0.495	8,338	499	7,728			16,565	152	261	169		163
Aug-14	1.228	0.130	1.298			2.656	0.227	0.024	0.239			0.490	8,345	500	7,728			16,573	147	260	168		160
Sep-14	1.215	0.113	1.232			2.560	0.211	0.019	0.214			0.444	8,351	500	7,728			16,579	145	226	159		154
Oct-14	1.204	0.114	1.198			2.516	0.394	0.038	0.392			0.824	8,353	500	7,728			16,581	144	228	155		152
Nov-14	1.237	0.118	1.198			2.553	0.667	0.063	0.646			1.376	8,354	502	7,728			16,584	148	235	155		154
Dec-14	1.323	0.147	1.229			2.699	1.163	0.129	1.081			2.373	8,355	502	7,728			16,585	158	293	159		163
Jan-15	1.253	0.130	1.232			2.615	0.984	0.102	0.967			2.053	8,359	503	7,977			16,838	150	259	154		155
Feb-15	1.229	0.132	1.228			2.589	0.757	0.081	0.757			1.595	8,361	504	7,977			16,841	147	262	154		154
Mar-15	1.269	0.135	1.231			2.635	0.583	0.062	0.566			1.211	8,365	504	7,977			16,846	152	268	154		156
Apr-15	1.183	0.124	1.196			2.503	0.350	0.036	0.354			0.740	8,366	504	7,977			16,847	141	246	150		149
May-15	1.209	0.117	1.149			2.475	0.545	0.053	0.518			1.116	8,367	505	7,977			16,848	144	232	144		147
Jun-15	1.287	0.113	1.052			2.452	0.362	0.032	0.296			0.690	8,369	506	7,977			16,852	154	224	132		146
Jul-15	1.282	0.110	1.176			2.568	0.392	0.034	0.359			0.785	8,370	510	8,003			16,883	153	216	147		152
Aug-15	1.264	0.095	1.087			2.446	0.315	0.023	0.271			0.609	8,371	510	8,003			16,884	151	186	136		145
Sep-15	1.256	0.105	1.001			2.362	0.457	0.038	0.364			0.859	8,372	511	8,003			16,885	150	206	125		140
Oct-15	1.243	0.106	1.002			2.351	0.681	0.058	0.549			1.288	8,373	511	8,003			16,886	148	208	125		139
Nov-15	1.250	0.100	0.994			2.344	0.792	0.063	0.630			1.485	8,376	511	8,003			16,889	149	196	124		139
Dec-15	1.266	0.107	1.016			2.389	0.971	0.082	0.780			1.833	8,377	511	8,003			16,891	151	210	127		141
Jan-16	1.342	0.131	1.037			2.510	1.189	0.116	0.918			2.223	8,380	511	8,003			16,894	160	257	130		149
Feb-16	1.245	0.112	1.008			2.365	0.780	0.070	0.631			1.481	8,383	512	8,003			16,897	149	219	126		140
Mar-16	1.267	0.116	1.023			2.406	0.763	0.070	0.616			1.449	8,388	512	8,003			16,903	151	227	128		142
Apr-16	1.240	0.102	0.990			2.332	0.675	0.055	0.539			1.269	8,389	512	8,003			16,904	148	199	124		138
May-16	1.238	0.117	1.002			2.357	0.505	0.048	0.409			0.962	8,389	512	8,003			16,904	148	229	125		139
Jun-16	1.205	0.111	1.055			2.371	0.362	0.033	0.317			0.712	8,390	514	8,003			16,907	144	216	132		140
Jul-16	1.336	0.105	1.008			2.449	0.586	0.046	0.442			1.074	8,392	514	8,020			16,926	159	204	126		145
Aug-16	1.317	0.107	1.007			2.431	0.647	0.053	0.495			1.195	8,393	516	8,020			16,929	157	207	126		144
Sep-16	1.311	0.110	0.975			2.396	0.601	0.050	0.447			1.098	8,394	516	8,020			16,930	156	213	122		142
Oct-16	1.289	0.108	0.962			2.359	0.521	0.043	0.389			0.953	8,397	517	8,020			16,933	154	209	120		139
Nov-16	1.323	0.113	0.932			2.368	0.730	0.062	0.514			1.306	8,403	517	8,020			16,940	157	219	116		140
Dec-16	1.419	0.150	0.998			2.567	1.179	0.125	0.829			2.133	8,406	549	8,020			16,975	169	273	124		151
Jan-17	1.572	0.197	1.125	0.047		2.941	1.489	0.186	1.066	0.045		2.786	8,409	549	8,020	1,716		18,694	187	359	140	142	157
Feb-17	1.361	0.211	1.240	0.000		2.812	1.236	0.192	1.126	0.000		2.554	8,409	549	8,020	1,716		18,694	162	384	155	0	166
Mar-17	1.215	0.170	1.261	0.000		2.646	0.856	0.120	0.889	0.000		1.865											

CSD: Cardiff Sanitary Division

Figure 3 (below) presents the 5-year historical average daily flows per month for each Member Agency. This is to provide a historical overview of the average treated flow by each agency. Also shown in Figure 3 is the total wastewater treatment capacity of the plant, 5.25 mgd, of which each Member Agency has the right to 2.2 mgd, Rancho Santa Fe Community Service District leases 0.25 mgd, and the City of Del Mar leases 0.60 mgd.



### City of Escondido Flows

The average and peak flow rate for the month of November 2017 from the City of Escondido's Hale Avenue Resource Recovery Facility, which discharges through the San Elijo Ocean Outfall, is reported below.

	<b>Flow (mgd)</b>
Escondido (Average flow rate)	9.64
Escondido (Peak flow rate)	17.9

### Connected Equivalent Dwelling Units

The City of Solana Beach updated the connected EDUs number that is reported to the SEJPA in July 2017. The City of Encinitas and Rancho Santa Fe CSD report their connected EDUs every month. The City of Del Mar reported their connected EDUs in March 2017; however, flows have been diverted to the San Diego Metro JPA due to high salinity which is planned to be resolved by the end of 2017. The number of EDUs connected for each of the Member Agencies is as follows:

	<b>Connected (EDU)</b>
Cardiff Sanitary Division	8,431
Rancho Santa Fe SID	554
City of Solana Beach	7,724
San Diego (to Solana Beach)	337
City of Del Mar	1,716
<b>Total EDUs to System</b>	<b>18,762</b>

Respectfully submitted,



Michael T. Thornton, P.E.  
General Manager



SAN ELIJO JOINT POWERS AUTHORITY  
MEMORANDUM

January 10, 2018

TO: Board of Directors  
San Elijo Joint Powers Authority

FROM: General Manager

SUBJECT: SAN ELIJO WATER RECLAMATION PROGRAM – MONTHLY REPORT

RECOMMENDATION

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

DISCUSSION

*Recycled Water Production*

For the month of November 2017, recycled water demand was 101.07 acre-feet (AF), which was met using 101.07 AF of recycled water and 0.0 AF of supplementation with potable water.

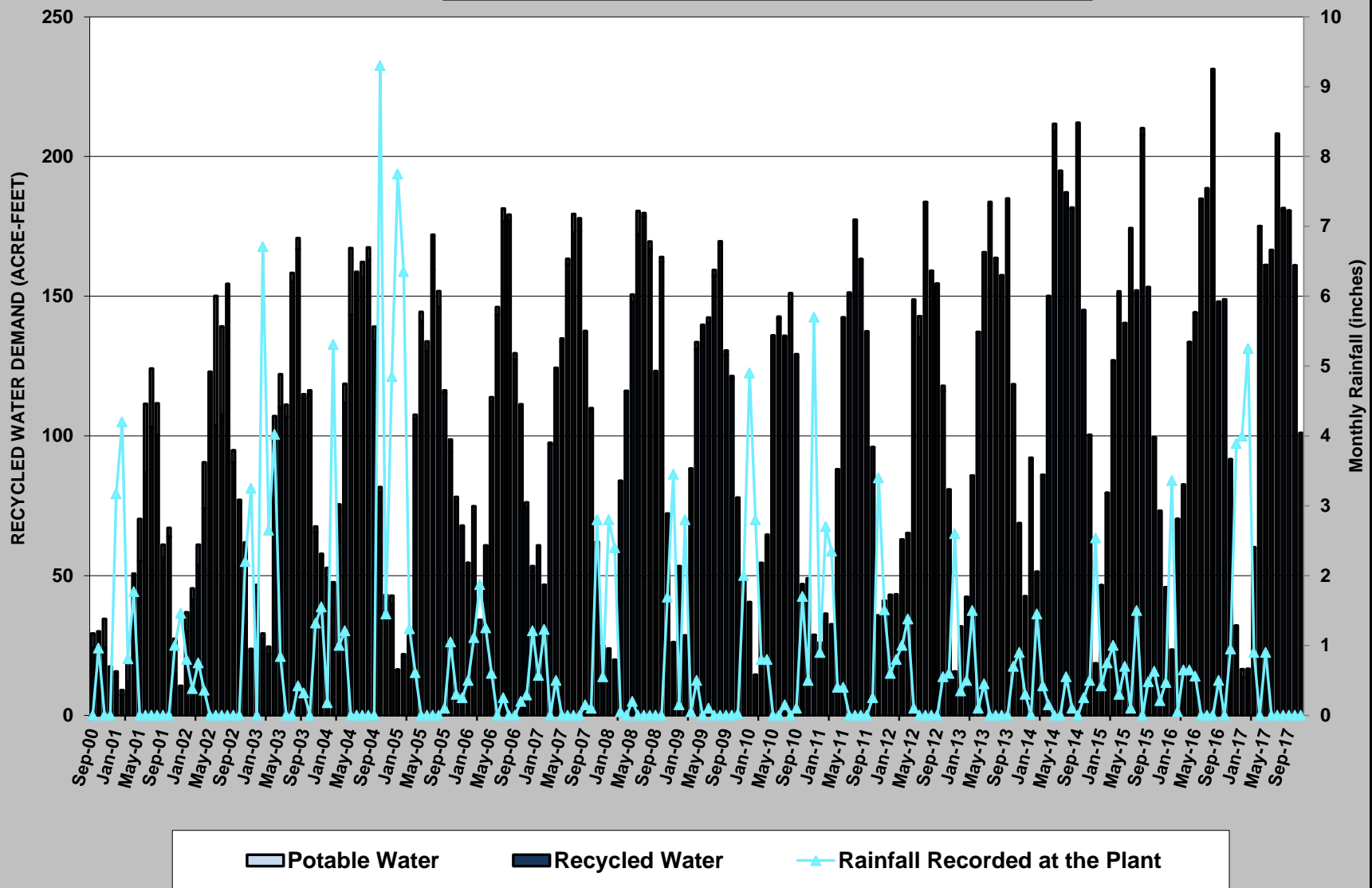
Figure 1 (attached) provides monthly demands for recycled water since deliveries began in September 2000. Figure 2 (attached) provides a graphical view of annual recycled water demand spanning the last seventeen (17) fiscal years. Figure 3 (attached) shows the monthly recycled water demand for each November since the program began. Figure 4 (attached) compares budget versus actual recycled water sales for FY 2017-18; currently sales are trending above budget.

Respectfully submitted,

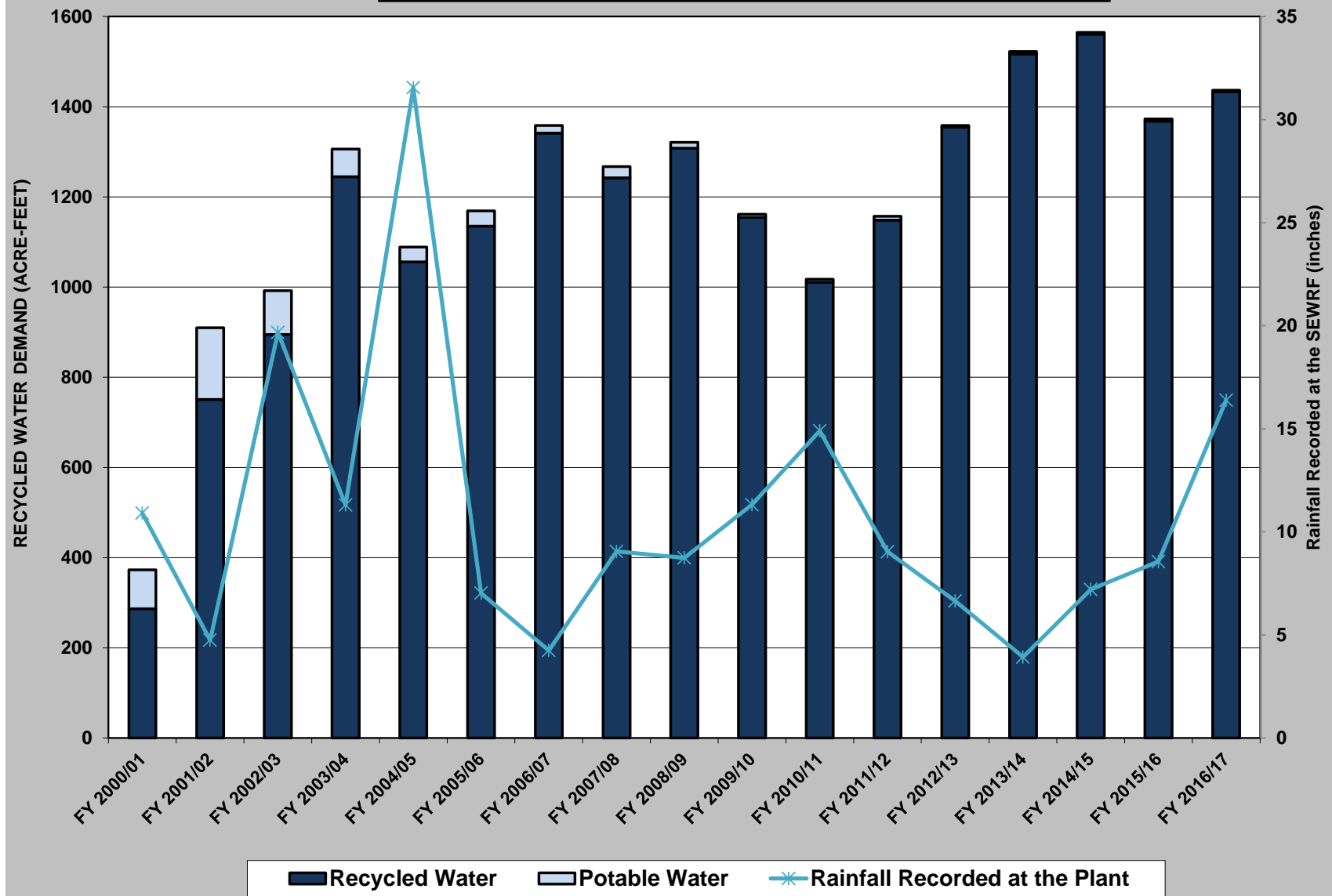


Michael T. Thornton, P.E.  
General Manager

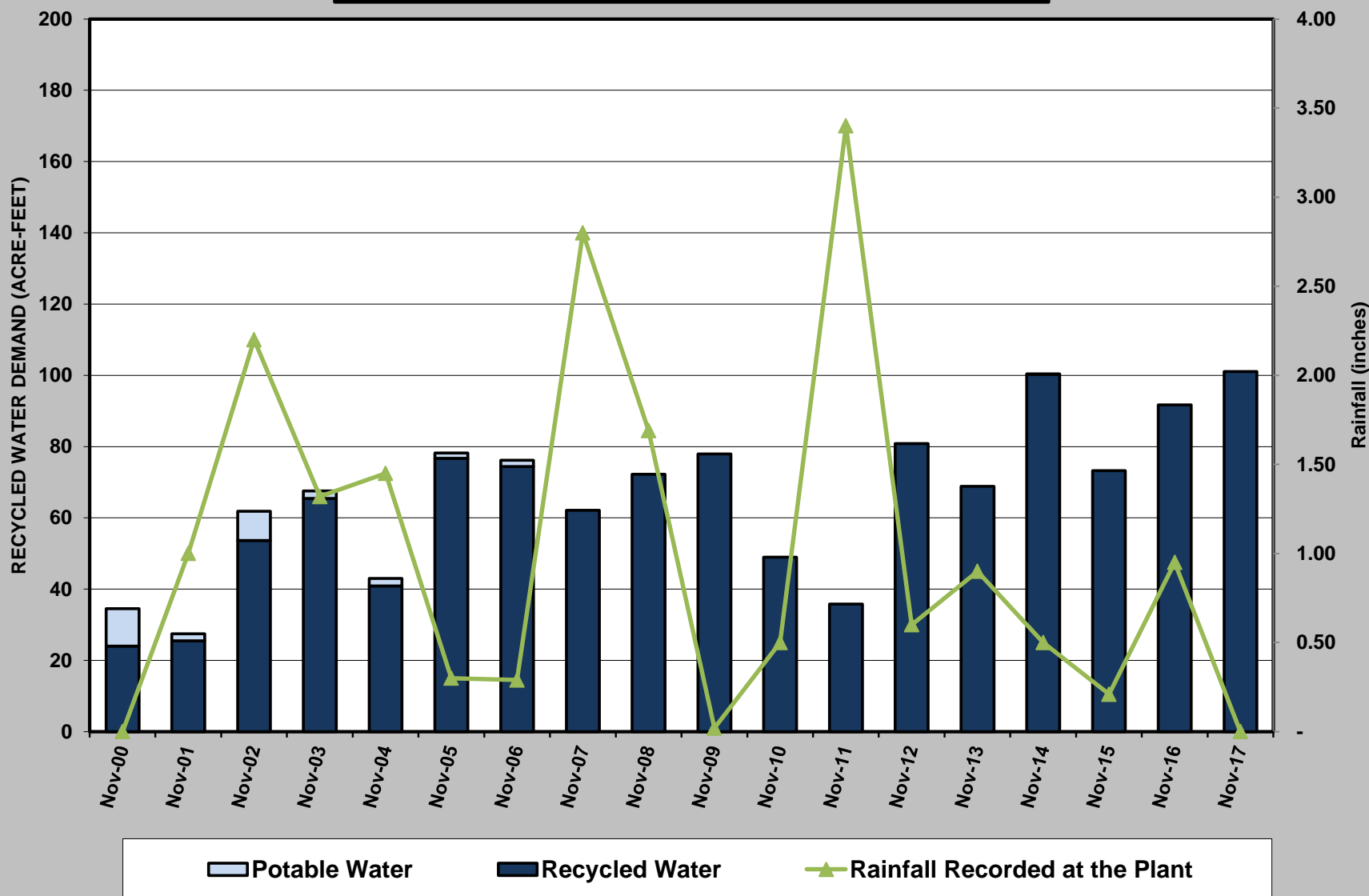
**Figure 1 - MONTHLY RECYCLED WATER DEMAND**



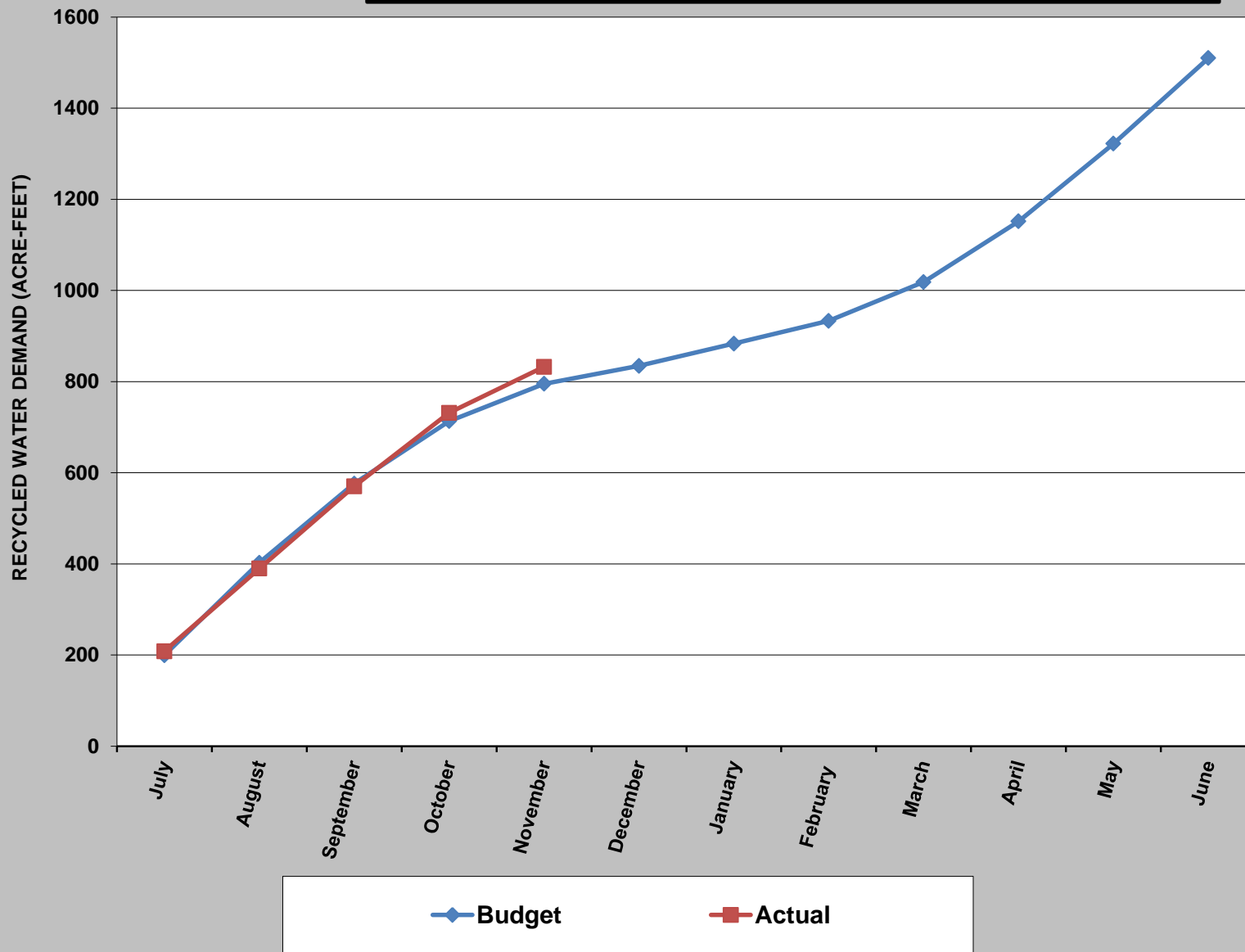
**Figure 2 - RECYCLED WATER DEMAND by FISCAL YEAR**



**Figure 3 - NOVEMBER RECYCLED WATER DEMAND**



**Figure 4 - RECYCLED WATER DEMAND BUDGET vs ACTUAL**



SAN ELIJO JOINT POWERS AUTHORITY  
MEMORANDUM

January 10, 2018

TO: Board of Directors  
San Elijo Joint Powers Authority

FROM: Director of Finance and Administration

SUBJECT: ELECTION OF OFFICERS AND SCHEDULE OF BOARD MEETINGS

RECOMMENDATION

It is recommended that the Board of Directors:

1. Appoint the Chairperson and Vice Chairperson for the 2018 SEJPA Board of Directors;
2. Select the regular meeting place and time for 2018; and
3. Discuss and take action as appropriate.

DISCUSSION

In accordance with Article 3 of the San Elijo Joint Powers Authority (SEJPA) Restatement of Agreement between the Cardiff Sanitation District and the Solana Beach Sanitation District establishing the SEJPA, the SEJPA Board is required to appoint a chairperson and vice chairperson, and establish the time and place for its regular meeting by the second meeting of each calendar year. Historically, these appointments occur in January with an annual term. The SEJPA's regular meeting schedule has been generally set as 9:00 a.m. on the second Monday of each month, with no meeting in August. It is proposed that we follow this schedule for 2018. The regular meetings have been held at the San Elijo Water Reclamation Facility, located at 2695 Manchester Avenue, Cardiff-by-the-Sea, CA 92007. The proposed scheduled meetings for 2018 is attached.

It is therefore recommended that the Board of Directors:

1. Appoint the Chairperson and Vice Chairperson for the 2018 SEJPA Board of Directors;
2. Select the regular meeting place and time for 2018; and
3. Discuss and take action as appropriate.

Respectfully submitted,



Paul F. Kinkel  
Director of Finance and Administration

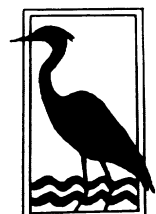
Attachment: Proposed 2018 Board Meeting Dates

# BOARD OF DIRECTORS

San Elijo Joint Powers Authority

## PROPOSED 2018 BOARD MEETING DATES

January 10  
February 12  
March 12  
April 9  
May 14  
June 11  
July 9  
August – No Meeting  
September 10  
October 8  
Tuesday, November 13  
December 10



SAN ELIJO JOINT POWERS AUTHORITY  
MEMORANDUM

January 10, 2018

TO: Board of Directors  
San Elijo Joint Powers Authority

FROM: General Manager

SUBJECT: RECYCLED WATER COST OF SERVICE AND PROPOSED WHOLESALE  
RATE INCREASE FOR FISCAL YEARS 2018-19, 2019-20, AND 2020-21

RECOMMENDATION

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

BACKGROUND

The San Elijo Joint Powers Authority (SEJPA) owns and operates a utility that wholesales recycled water to four water purveyors; Santa Fe Irrigation District (SFID), San Dieguito Water District (SDWD), Olivenhain Municipal Water District (OMWD), and the City of Del Mar; and also has an interruptible service agreement directly with the Encinitas Ranch Golf Authority (ERGA). The agreement between the SEJPA and the water purveyors provides the allowance for annual price increases as prescribed through a cost of service methodology.

In 2016, the SEJPA retained Raftelis Financial Consultants (RFC) to review the financial performance of the Recycled Water Program and prepare a cost of service report. The report provides the basis for the cost of recycled water service, which was developed through a detailed review of current and estimated future expenses (operational, capital, debt, and reserve requirements) and provided recommended water rate increases for Fiscal Year Ending (FYE) 2017 through 2020. Based on the financial conditions of the recycled water program in FYE 2016, the report recommended that recycled water rates increase at 4% annually.

In September 2016, the SEJPA Board approved a rate increase of 4% annually for FYE 2017 and FYE 2018, with the recommendation that the recycled water rates be re-evaluated before FYE 2019.



## DISCUSSION

Staff is in the process of updating the cost of service model using the actual financial results for FYE 2016 and 2017, budget information for FYE 2018, and revenue/expense forecasts for the future years. The updated information includes estimated acre-feet per year (AFY) for each of the water purveyors, inflation factors, operating expenses, capital expenses, debt service, and funding reserve goals.

Staff has scheduled meetings with each of the water purveyors to review the financial model data and assumptions prior to final modeling and third party review by RFC. Upon completion of modeling, the cost of service report will be prepared that summarizes the basis of the model, provides financial forecasting, and recommends future recycled water rate increases. Staff anticipates that the final report will be presented to the Board for public discussion in April 2018, and then returned in May 2018 for Board approval consideration.

## FINANCIAL IMPACT

There is no financial impact with this staff report.

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

Respectfully submitted,

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

Michael T. Thornton, P.E.  
General Manager

SAN ELIJO JOINT POWERS AUTHORITY  
MEMORANDUM

January 10, 2018

TO: Board of Directors  
San Elijo Joint Powers Authority

FROM: General Manager

SUBJECT: AWARD CONTRACT FOR CALIFORNIA ENVIRONMENTAL QUALITY ACT  
(CEQA) SUPPORT

RECOMMENDATION

It is recommended that the Board of Directors:

1. Approve Professional Service Agreement with Helix Environmental Planning for CEQA Support for an amount not to exceed \$88,400; and
2. Discuss and take action as appropriate.

BACKGROUND

At the April 2016 meeting, the Board adopted the proposed Mitigated Negative Declaration (MND) for the San Elijo Water Reclamation Facility (SEWRF) capital upgrades. The MND included 10 discrete projects at the facility, including the Preliminary Treatment Upgrades and Odor Control Improvements project that are currently under construction. The purpose of the MND and the Initial Study Checklist was to determine any potentially significant impacts associated with the proposed projects, and to incorporate mitigation measures as necessary.

The MND was distributed February 12, 2016 through March 14, 2016 for a 30-day public review period. No substantive comments were received that changed the determination of impacts or mitigation measures and concerns raised were addressed by the SEJPA.

DISCUSSION

Subsequent to the adopted April 2016 SEWRF Upgrades MND, staff has identified additional project components and changes to original envisioned projects that will likely require the existing environmental documents to be reviewed and updated. The four major components include: (1) a new round-about on Manchester Ave at the entrance to the SEWRF; (2) the North Coast Corridor Program (NCC)/Caltrans bike path through the SEWRF; (3) additional photovoltaic solar at the SEWRF; and (4) storm water and/or recycled water retention facilities being considered at the SEWRF.

The SEJPA engaged HELIX Environmental Planning to develop a scope of services and fee for completing the necessary environmental review and CEQA support. SEJPA selected Helix based on their ongoing performance with the SEJPA on the Land Outfall Replacement and Preliminary Treatment and Odor Control Improvement projects. In addition, Helix has in-depth knowledge of the NCC Program through their work on that project's Environmental Impact Report/Environmental Impact Statement (EIR/EIS).

The scope of services (attached) requested from HELIX includes reviewing existing environmental documents, providing recommendations to incorporate changes, and implementing necessary revisions (and/or new documents) to satisfy the requirements of CEQA. This work includes preparing a new MND for the proposed Manchester roundabout and revising existing MND's through an addendum process to capture changes or additions to the proposed bike path, solar, and storm water and/or recycled water retention facilities.

### FINANCIAL IMPACT

The SEJPA capital program has adequate funding for the award of the proposed professional service agreement with Helix Environmental Planning for CEQA Support for an amount not to exceed \$88,400.

It is therefore recommended that the Board of Directors:

1. Approve Professional Service Agreement with Helix Environmental Planning for CEQA Support for an amount not to exceed \$88,400; and
2. Discuss and take action as appropriate.

Respectfully submitted,



Michael T. Thornton  
General Manager

Attachment 1: Helix Proposal dated December 22, 2017

Note: The San Elijo Water Reclamation Facility Upgrades – Final Mitigated Negative Declaration is posted on the SEJPA website at the following link: [www.sejpa.org](http://www.sejpa.org) under Capital Projects/Public Notices.

## ATTACHMENT 1

**HELIX Environmental Planning, Inc.**  
7578 El Cajon Boulevard  
La Mesa, CA 91942  
619.462.1515 tel  
619.462.0552 fax  
www.helixepi.com



December 22, 2017

Michael T. Thornton, P.E.  
General Manager  
San Elijo Joint Powers Authority  
2695 Manchester Avenue  
Cardiff by the Sea, CA 92007-7077

**Subject: Letter Agreement/Proposal to Provide As-Needed Environmental Consulting Services to the San Elijo Joint Powers Authority**

Dear Mr. Thornton:

HELIX Environmental Planning, Inc. (HELIX) is pleased to submit this letter agreement/ proposal (Agreement) to San Elijo Joint Powers Authority (SEJPA; Client) to provide environmental consulting services for the SEJPA Building and Site Improvements Program (project). The services will provide SEJPA with support during California Environmental Quality Act (CEQA) review and regulatory permitting for the project.

Six major project components requiring environmental support have been identified at this time:

- 1) A new roundabout in Manchester Ave at the entrance to the WRF;
- 2) A new bike path connecting the Caltrans Interstate 5 North Coast Corridor (I-5 NCC) Public Works Plan/Transportation and Resource Enhancement Program (PWP/TREP) bike path through portions of the WRF;
- 3) Buildings reconfiguration at the WRF;
- 4) PV solar reconfiguration at the WRF;
- 5) A storm water retention facility conceptually planned in the northern portion of the WRF; and
- 6) New storage reservoirs at the WRF.

We understand that more details on each of these components are forthcoming as the project advances in the planning and design phase. In preparing the scope of services, HELIX reviewed available design drawings for the new round-about and bike path, in addition to previous environmental documents prepared for related projects, including the I-5 NCC PWP/TREP, Recycled Water Pipeline and Facility Upgrades Project Mitigated Negative Declaration (MND), and San Elijo Water Reclamation Facility Upgrades Project MND.

After review of available information and discussions with your team, our proposed approach incorporates several key assumptions and generally takes a conservative tact given the early phases of planning and design. Optional tasks are provided in the event that the conservative assumptions do not hold true and an alternative course can be taken with regard to environmental review and permitting.

Our general approach and rationale for the scope of services is as follows:

**MND for Manchester Roundabout** – Based on the current design, the roundabout may require encroachment into jurisdictional wetlands on the property immediately east of the WRF, which would constitute a potentially significant impact under CEQA and require mitigation and regulatory permitting. Therefore, a conservative approach is taken to assume an MND for the project component. Technical analysis is expected to be required in the subject areas of biological resources, cultural resources, air quality/greenhouse gas, and construction noise. In the event that the design can be modified to avoid the wetland impacts, an optional task is provided for a CEQA Categorical Exemption.

**Addendum to WRF Upgrades MND for Bike Path, Buildings Reconfiguration, PV Solar Reconfiguration, and Storm Water Retention Facility** – The components will occur within the WRF grounds and areas previously analyzed in the WRF Upgrades MND. An Addendum is proposed for CEQA review of these components. In the unexpected event that the design of any one of these components results in a new significant impact not already addressed in the WRF Upgrades MND, then the component will be addressed in the MND being prepared for the Manchester Roundabout.

**Addendum to Recycled Water Pipelines and Facility Upgrades MND for Reservoir/Storage** – Reuse storage components within the WRF grounds were addressed in this MND. Assuming the new reservoir and storage needs substantially differ from that described in the MND, then Addendum is proposed for CEQA review of this component. If the new reservoir and storage needs do not substantially differ, then no additional CEQA review should be required. In the unexpected event that the design of this component results in a new significant impact not already addressed in the Recycled Water Pipelines and Facility Upgrades MND, then the component will be addressed in the MND being prepared for the Manchester Roundabout.

**Regulatory Permitting for Manchester Roundabout, Bike Path, and Storm Water Retention Facility** – Based on information available regarding the design of these components, activities could be required within areas under regulatory agency jurisdiction. Specifically, the roundabout may require encroachment impacts into jurisdictional wetlands on the property immediately east of the WRF, and the bike path and storm water retention facility could require encroachment impacts into the main concrete channel that runs through the WRF.

The scope of services reflecting this approach is detailed below.

#### **SCOPE OF SERVICES – CEQA REVIEW TASKS**

##### **Task 1: Draft Initial Study/Mitigated Negative Declaration – Manchester Roundabout**

HELIX will prepare an Initial Study/Mitigated Negative Declaration (IS/MND), pursuant to CEQA, in support of the project. The IS/MND will include a description of the project, an IS checklist, and supporting figures. The IS checklist will include detailed discussions of environmental resource or issue areas that may be significantly affected by the project, as well as measures to mitigate those impacts to less than significant levels, as applicable. In addition, brief explanations of why the project would not result in significant effects on other issues would be provided.

As noted earlier, HELIX will incorporate information and analysis from previous technical reports and environmental documents as applicable. Focused technical analysis will be provided in the subject areas of biological resources, cultural resources, air quality/GHG, and construction noise, as follows:

*Biological Resources Assessment*

HELIX will rely on previous biological resources documents for this task, but will complete an updated general biological survey and concise letter report to support CEQA review for the project. HELIX will conduct a general biological survey to verify vegetation communities/habitat types; assess the suitability of habitat for special-status plant and animal species; map potential jurisdictional waters and wetlands; and identify other sensitive biological resources present or with potential to occur. The survey will include the approximate improvement areas and additional areas within 50 feet surrounding the impact areas to account for potential changes in design, staging, and/or storage areas. The results of the general biological survey and jurisdictional delineation will be documented in a biological resources letter report to be appended to the MND.

*Cultural Resources Assessment*

HELIX will rely on previous cultural resources documents for this task, but will complete an updated records search and field survey, and will prepare a concise letter report to support CEQA review for the project. This scope includes the following: obtain an updated records search from the South Coastal Information Center; contact the Native American Heritage Commission (NAHC) for a Sacred Lands File search and list of Native American contacts; contact the local Native American community, as identified by the NAHC; review historic maps and aerial photographs of the project area; conduct a field survey of the project sites, include a Native American monitor during the fieldwork (the Native American monitor would be subcontracted to HELIX); and prepare a cultural resources survey letter report detailing the methods and results of the study, as well as recommendations. SEJPA will be responsible for conducting the required Native American outreach to comply with Assembly Bill 52, although HELIX will provide support services to the SEJPA for this process, if requested.

*Air Quality Modeling*

HELIX will estimate the emissions of criteria pollutants, including GHG emissions, generated during construction and future operations of the project using the California Emissions Estimator Model (CalEEMod). The results of the criteria pollutant and GHG emissions analyses will be presented in the Air Quality and GHG sections of the CEQA compliance document prepared for the project, with supporting data included as an appendix to the CEQA document. No stand-alone technical report or memorandum will be prepared.

*Construction Noise Modeling*

HELIX will estimate construction-related noise levels and assess potential impacts related on nearby noise-sensitive land uses and sensitive biological habitat. The results of the construction noise analysis will be incorporated into the Noise section of the CEQA compliance document, with supporting data included as an appendix to the CEQA document. No stand-alone technical report or memorandum will be prepared.

HELIX will prepare an electronic copy of a screencheck Draft IS/MND for Client review. Upon incorporation of appropriate revisions (which are assumed to be minimal, not requiring new or substantially revised analysis), HELIX will produce up to 5 printed copies of a public review version of the document for distribution and up to 20 CDs. If additional copies are requested, HELIX would be reimbursed for the cost of their reproduction. An electronic copy also will be provided to SEJPA.

HELIX will prepare a Notice of Intent (NOI) to Adopt a Mitigated Negative Declaration for review and approval by SEJPA. HELIX will distribute the Public Review Draft IS/MND, including the required deliverables to the State Clearinghouse. HELIX will prepare a Notice of Completion (NOC) and submit 15 CDs containing the Draft IS/MND along with 15 Summary Forms to the State Clearinghouse. SEJPA will be responsible for providing a distribution list, filing the NOI at the County Clerk, and placing newspaper advertisements. County Clerk filing fees are not included in this Agreement.

**Task 2: Final MND – Manchester Roundabout**

In consultation with Client, HELIX will respond to comments received on the content of the Draft MND/IS during public review of the document. For the purposes of this cost estimate, responses are assumed to require a maximum of 16 hours of professional staff time.

HELIX will prepare a Mitigation Monitoring and Reporting Program (MMRP) concurrent with the preparation of the Final MND. The responses and revisions to the Draft MND (as needed) will be incorporated into the final document. One set of revisions will be completed prior to finalizing the deliverables. HELIX will produce up to 5 printed copies and 20 CDs of the Final MND, along with an electronic copy. If additional copies are requested, HELIX will be reimbursed by Client for the cost of their reproduction.

HELIX will be responsible for the distribution of the Final MND. HELIX will prepare the Notice of Determination (NOD) for review and approval by the City. The City will be responsible for placing newspaper advertisements and filing/submitting the NOD at the County Clerk and the State Clearinghouse within five days after adoption of the Final MND. County Clerk and California Department of Fish and Wildlife CEQA filing fees are not included in this Agreement.

**Task 3: Addendum – Bike Path, Buildings Reconfiguration, PV Solar Reconfiguration, and Storm Water Retention Facility at WRF**

The components will occur within the WRF grounds and areas previously analyzed in the WRF Upgrades MND. An Addendum is proposed for CEQA review of these components. In the unexpected event that the design of any one of these components results in a new significant impact not already addressed in the WRF Upgrades MND, then the component will be addressed in the MND being prepared for the Manchester Roundabout.

**Task 4: Addendum – Reservoir/Storage at WRF**

Reuse storage components within the WRF grounds were addressed in this MND. Assuming the new reservoir and storage needs substantially differ from that described in the MND, then Addendum is proposed for CEQA review of this component. If the new reservoir and storage needs do not substantially differ, then no additional CEQA review should be required. In the unexpected event that the design of this component results in a new significant impact not already addressed in the Recycled Water Pipelines and Facility Upgrades MND, then the component will be addressed in the MND being prepared for the Manchester Roundabout.

**Task 5: Meetings**

HELIX's Project Manager will attend up to two meetings during the contract period, if requested. For purposes of this proposal, HELIX has assumed that each project meeting and public hearing will require four hours of time (including preparation and travel). No presentations or presentation materials will be required of HELIX for any of these meetings. If additional meeting time is requested, a budget augment would be required.

**Task 6: Project Management**

Management responsibilities will include communication with the project team and the City; coordination of HELIX technical staff; invoicing; tracking budgets; and reviewing schedule progress. For cost-estimating purposes, it is assumed that the Final MND will be certified within six months after notice to proceed, and that project management will average four hours per month or 24 total hours of the HELIX Project Manager's time during CEQA review tasks. It is assumed that, once initiated, HELIX's work will not be put on hold by others. Stopping and starting work could result in inefficiencies and extra costs.

**SCOPE OF SERVICES – REGULATORY PERMITTING TASKS**

**Task 7: Preparation and Submittal of Regulatory Permit Applications – Manchester Roundabout, Bike Path, and Storm Water Retention Facility**

HELIX will complete the following tasks expected to be required as part of the regulatory permitting for the project:

*Agency Pre-application Meetings*

If strategically aligned with the project goals, HELIX will assist the Client in coordinating and attending pre-application meetings with the USACE, CDFW, RWQCB and/or CCC to discuss the project, present the jurisdictional delineation findings, and establish the course for project permitting. HELIX has assumed preparation and attendance of meetings under this task with Client, project team, City and/or agencies, which are anticipated to be up to four hours each (including travel time) and will not exceed a total of 20 hours for HELIX's Principal Regulatory Specialist or Principal Biologist. If the Client requests additional services that expend this budget, an amendment to HELIX's scope and fee may be required.

*Preliminary Jurisdictional Determination (PJD)*

HELIX will prepare a standard PJD form that will serve as a stand-alone summary of USACE jurisdiction within the site. The PJD will allow for a more streamlined review process by the USACE. HELIX will complete the required forms and figures depicting potential USACE jurisdiction and proposed impacts.

*CWA Section 404 Permit*

Based on the information available to HELIX, it is assumed that the project could qualify under Nationwide Permit (NWP) 14 (Linear Transportation Projects) or alternative NWP instrument issued by the USACE. This task assumes that notification could be required by the USACE for the activities covered under the NWP. HELIX will prepare the following draft materials as part of the 404 permit: cover letter, Pre-Construction Notification, PJD, mitigation proposal, and supporting information. HELIX will also compile documentation for Endangered Species Act compliance (e.g., Biological Resources Report/HMP Consistency), National Historic Preservation Act Section 106 compliance (e.g., Cultural Resources



Technical Report), CEQA documentation, and a complete description of the project. This task assumes that a Standard Individual Permit would not be required by the USACE based on the amount of proposed discharge, dredge, and fill activities. If, after confirming the impact amount and consulting with the USACE during pre-application meetings, it is determined that a Standard Individual Permit will be necessary, an amendment to HELIX's scope and fee will be required.

*CWA Section 401 Request for Water Quality Certification*

Based on information available to HELIX, it is assumed that the project will require the preparation and submittal of a 401 Water Quality Certification application to the RWQCB for impacts to waters of the State. No isolated waters of the State subject to Waste Discharge Requirements pursuant to the State Porter-Cologne Water Quality Control Act are expected to occur at the project site or be impacted by the project activities. Issuance of a 401 certification by the RWQCB or demonstration that the RWQCB did not take action on the certification request is a material part of fulfilling the conditions of the CWA Section 404 Nationwide Permit. HELIX will prepare the following draft materials as part of the 401 certification request: cover letter, Request for Water Quality Certification application form, PJD, mitigation proposal, and supporting information. HELIX will also compile the CEQA documentation, Water Quality Management Plan (WQMP) prepared by others, Hydrology and Hydraulics Study (if applicable) prepared by others, Storm Water Pollution Prevention Plan (if available) prepared by others, and detailed description and plans for Best Management Practices, which will also be included in the submittal. A standard application fee is also required by the RWQCB. HELIX assumes that a check for the required fee will be provided by the Client for submittal to the RWQCB.

*California Fish and Game Code Section 1602 Notification of Lake or Streambed Alteration.*

Based on information available to HELIX, it is assumed that the project will require the preparation and submittal of a Notification of Lake or Streambed Alteration for a standard 5-year Section 1602 Streambed Alteration Agreement. HELIX will prepare the following draft materials as part of the 1602 agreement request: cover letter, Notification of Lake or Streambed Alteration application form, mitigation proposal, and supporting information. HELIX will compile biological resources documentation for California Endangered Species Act (CESA) compliance (e.g., Biological Resources Report/HMP Consistency) and CEQA documentation, which will be required by the CDFW before the 1602 agreement can be issued. A standard application fee is also required by the CDFW. HELIX assumes that a check for the required fee will be provided by the Client for submittal to the CDFW.

*Coastal Development Permit*

Based on information available to HELIX, the project will require the preparation and submittal of a Coastal Development Permit (CDP) application to the California Coastal Commission. HELIX will support SEJPA in the preparation of draft materials as part of the CDP request, including: cover letter, CDP application form, coastal consistency analysis, public noticing documentation, mitigation proposal, and supporting information. HELIX will compile biological resources documentation for CEQA documentation, which will be required by the CCC before the CDP can be issued. A standard application fee is also required by the CCC. HELIX assumes that a check for the required fee will be provided by the Client for submittal to the CCC.

**Task 8: Support during Processing of Regulatory Permits – Manchester Roundabout, Bike Path, and Storm Water Retention Facility**

Once permit applications are submitted to the appropriate regulatory agencies, HELIX will provide project management and support to the Client during agency processing of permit application materials. HELIX will serve as the primary point of contact for the regulatory agencies and will lead coordination efforts on behalf of the Client. Specific support tasks expected to be provided by HELIX include performing outreach to the agencies via phone and e-mail correspondence; coordinating with Client regarding additional information needs during permit processing; preparing additional information in response to agency comments; and attendance at meetings and hearings. For the purposes of providing this cost estimate, HELIX has assumed up to 50 hours of Principal Regulatory Specialist and GIS time to support the Client during coordination of permit processing under this task. Only the number of hours expended will be billed; if the Client requests additional services that expend this budget, an amendment to HELIX's scope and fee will be required.

**SCOPE OF SERVICES – OPTIONAL TASKS**

**Task 9: Categorical Exemption – Manchester Roundabout**

If it is determined that an MND is not required because of design modifications or otherwise for the Manchester roundabout, then HELIX will assist SEJPA in the preparation and processing of a Categorical Exemption (CE) for the project. The CE will include preparation of the required form and supporting information, including figures. HELIX will assist SEJPA in finalizing the CE and filing the Notice of Exemption (NOE) with the County Clerk and State.

**ASSUMPTIONS AND ADDITIONAL LIMITATIONS ON SCOPE OF SERVICES**

- HELIX will be provided with current available digital baseline data and project plans for producing all maps and graphics, which should be submitted in one of the following formats: .dxf, .dwg (AutoCAD), .dgn (Microstation), .shp (ArcView shapefiles), .gdb (ArcGIS geodatabase) or .kmz (Google Earth). In some cases, .pdf files will be acceptable.
- HELIX will be provided with additional requested information regarding the project description and the project site as needed to support the Draft MND/IS and Addenda analyses.
- Once preparation of the preliminary versions of the Draft MND/IS and Addenda has begun, no changes to the project design or other technical studies provided to HELIX will occur such that substantive revisions to the Draft MND/IS or Addenda, re-modeling of any analysis, or additional field visits will be required.
- Technical reports other than those identified in the above HELIX scope of services, if required by the City or other responsible agency for the project to complete, are not included. Technical studies provided to HELIX by others will include analysis in a sufficient level of detail to support the Draft MND/IS impact analysis and compliance with City guidelines.
- The scope assumes draft technical reports will be revised up to two times in response to Client comments in preparing the final technical reports. If required, additional revisions to technical reports may necessitate an amendment to HELIX's scope and fee.
- Regulatory permitting tasks assume wetlands permitting with the USACE, RWQCB, CDFW, and City and/or Coastal Commission only for issues related to environmental. A single permit package is assumed for the roundabout, bike path, and retention facility components. Separate packages for

each component are not expected to be required and therefore not included. Endangered Species Act consultation and permitting with the U.S. Fish and Wildlife Service (USFWS) is not expected based on the information available to HELIX at this time and is therefore not included.

## SCHEDULE

HELIX will work with Client in a timely and professional manner in accordance with the Terms and Conditions attached and incorporated herein by reference as Exhibit A. These Terms and Conditions are a material part of this Agreement.

## COST ESTIMATE AND PAYMENT PROCEDURES

HELIX is pleased to submit this cost estimate not to exceed \$88,400 if required Tasks 1-8 are authorized or \$48,400 if Optional Task 9 is required in place of required Tasks 1-2, which is provided below in a breakdown by Task. All work shall be invoiced on a time and materials basis pursuant to the Schedule of Fees provided herein as Exhibit B. Payment terms are net 30 days pursuant to the Terms and Conditions provided in Exhibit A.

<b>TASK NUMBER</b>	<b>TASK NAME</b>	<b>COST</b>
<b>CEQA Review Tasks</b>		
1	Draft Initial Study/Mitigated Negative Declaration – Manchester Roundabout	\$16,000
	Biological Resources Assessment	\$5,000
	Cultural Resources Assessment	\$5,000
	Air Quality Modeling	\$3,500
	Construction Noise Modeling	\$5,000
2	Final Mitigated Negative Declaration– Manchester Roundabout	\$7,000
3	Addendum – Bike Path, Buildings Reconfiguration, PV Solar Reconfiguration, and Storm Water Retention Facility at WRF	\$8,000
4	Addendum – Reservoir/Storage at WRF	\$8,000
5	Meetings	\$4,500
6	Project Management	<u>\$5,500</u>
	<b>Subtotal CEQA Tasks</b>	<b>\$67,500</b>
<b>Regulatory Permitting Tasks</b>		
7	Preparation & Submittal of Regulatory Permit Applications – Manchester Roundabout, Bike Path, and Storm Water Retention Facility	\$9,900
8	Support during Regulatory Permit Processing– Manchester Roundabout, Bike Path, and Storm Water Retention Facility	<u>\$11,000</u>
	<b>Subtotal Permitting Tasks</b>	<b>\$20,900</b>
	<b>TOTAL</b>	<b>88,400</b>
<b>Optional Tasks</b>		
9	Categorical Exemption – Manchester Roundabout	<u>\$1,500</u>
	<b>Subtotal Optional Tasks</b>	<b>\$1,500</b>

#### **EXECUTION OF AGREEMENT**

This quote is good for 30 days from the date of this letter. This Agreement will become a contract upon HELIX's receipt of this original, which has been signed by an authorized representative of the Client.

We look forward to working with you on this project. If you have any questions concerning this Agreement, please call Tim Belzman or me at (619) 462-1515.

Sincerely,



Karl Osmundson  
Principal Biologist / Biology Group Manager

Enclosures:     Exhibit A, Terms and Conditions  
                     Exhibit B, Schedule of Fees

I hereby authorize HELIX to continue work in accordance with this Agreement and the attached Terms and Conditions and Schedule of Fees.

**San Elijo Joint Powers Authority**

A \_\_\_\_ corporation, OR a \_\_\_\_ limited liability company, OR a \_\_\_\_ general partnership OR a \_\_\_\_ limited partnership (select one).

Signed by: \_\_\_\_\_ Printed: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

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To expedite Agreement processing, please provide the following information for this contract:

**Project Manager**

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
(if different  
from p.1) \_\_\_\_\_  
Phone: \_\_\_\_\_  
Email: \_\_\_\_\_

**Accounts Payable**

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
(if different  
from p.1) \_\_\_\_\_  
Phone: \_\_\_\_\_  
Fax: \_\_\_\_\_  
Email: \_\_\_\_\_

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SEJPA Building and Site Improvement Program

Please mail or fax (619-462-0552) to Kanika McDougall, Senior Accounting Manager.

If using your own contract format, please attach and return this Agreement.

## **EXHIBIT A TERMS AND CONDITIONS**



The following Terms and Conditions are made a part of the letter agreement/proposal (Agreement) between HELIX and Client and supersede any conflicting Terms and Conditions proposed by Client, unless HELIX agrees to such Terms and Conditions in writing.

### **ARTICLE 1. SCOPE OF WORK AND STANDARD OF PERFORMANCE**

HELIX will perform the work outlined in the Agreement and any services approved by Client under Article 3 (the Services). HELIX will strive to perform the Services in a manner consistent with that level of care and skill ordinarily exercised by reputable members of HELIX's profession practicing at the time under similar conditions in the geographic area of Client's project. HELIX makes no other representation, expressed or implied, nor no other warranty or guarantee under this Agreement or in any report, opinion or document provided hereunder.

### **ARTICLE 2. COMPENSATION**

Client agrees to pay HELIX compensation for the Services in accordance with the rates set forth in Exhibit B. HELIX shall invoice Client monthly or as otherwise agreed. Client agrees to pay HELIX within thirty (30) days of the date of invoice. If payment is not paid when due, then such sum shall bear interest at 1½ percent per month on the unpaid balance, not to exceed the maximum legal rate of interest.

### **ARTICLE 3. CHANGES AND ADDITIONAL WORK**

Client may request or HELIX may recommend or request, verbally or in writing, a change in the scope in excess of or in addition to the Services ("additional work"). As soon as practical after such request or recommendation, HELIX shall forward to Client a proposal of the costs for such additional work and any adjustment to the payment schedule and time for performance. Client shall approve or disapprove the proposal, in writing. If approved, HELIX shall perform the extra work in accordance with the Terms and Conditions herein.

Notwithstanding the foregoing, however, if Client verbally approves the extra work and HELIX has performed the same, then Client agrees to pay HELIX the amount and pursuant to the payment schedule as set forth in its proposal.

### **ARTICLE 4. LIMITATION OF LIABILITY**

Recognizing the relative risks and benefits of the project for which the Services are being performed, Client agrees to limit the liability of HELIX, its directors, officers, employees, agents and subcontractors for any and all injuries, claims, losses, expenses or damages (including incidental or consequential damages) arising out of or in any way related to the Services or the project hereunder, to the lesser of (a) fifty thousand dollars (\$50,000) or (b) the total compensation for the Services hereunder. Such liability includes HELIX's negligence, errors or omissions, strict liability and breach of contract or warranty. Any claim against HELIX hereunder shall be brought within one (1) year of the completion of the Services herein.

### **ARTICLE 5. TERMINATION**

Either party may terminate this Agreement, either in whole or in part, without cause, by giving the other party thirty (30) days written notice. In such event, Client will pay HELIX for all work performed by it prior to the notice of termination.

In the event of a default, the non-defaulting party shall give the defaulting party ten (10) days' written notice of default. "Default" includes Client's failure to pay HELIX sums due, including additional work pursuant to Article 3. The defaulting party's failure to cure the breach within said ten- (10-) day period shall constitute a material breach of this Agreement and termination of the Agreement.

### **ARTICLE 6. SUSPENSION OF WORK**

Client may suspend the Services, in whole or in part, by giving HELIX reasonable, written notice specifying the work to be suspended. Upon receipt of notice, HELIX shall suspend the work requested and Client shall pay for all Services through the date of suspension and any costs incurred by HELIX in suspending the work.

Thereafter, Client may notify HELIX of its intent to recommence the suspended Services. HELIX will promptly provide Client with any adjusted costs and schedule and, upon Client approval, HELIX shall recommence the Services previously suspended.

### **ARTICLE 7. PROPRIETARY INFORMATION**

HELIX agrees not to disclose to any third person, nor use for the benefit of anyone other than Client, any data, records, financial information or other confidential or proprietary information, marked as such in writing, arising out of or related to the performance of the Services (Proprietary Information). Client similarly agrees not to disclose to any third person, nor use for the benefit of anyone, Proprietary Information of HELIX.

### **ARTICLE 8. COMPLIANCE WITH LAWS**

HELIX shall comply with and observe applicable federal, state and local laws, ordinances, rules, and regulations having jurisdiction over HELIX or the performance of the Services in effect during the term of this Agreement.

### **ARTICLE 9. FORCE MAJEURE**

Client will grant extensions of time and increase the compensation to HELIX to the extent that HELIX's performance hereof is delayed due to an uncontrollable force. The term "uncontrollable force" shall mean any cause beyond the control of HELIX making it impracticable or unable to perform such obligation, including but not limited to natural catastrophes, restraint by court order or public authority and action or nonaction by, or inability to obtain the necessary authorizations or approvals from, any governmental agency or authority which, by exercise of due diligence, HELIX (a) could not reasonably have been expected to obtain or (b) has been unable to overcome. HELIX will notify Client immediately of any such delay or anticipated delay, and Client will extend the date of performance for a period equal to the time lost by reason of the delay and will make an equitable adjustment to the compensation in Article 2.

## **ARTICLE 10. INSURANCE**

HELIX maintains the following insurance: (a) Workers' Compensation insurance – statutory limits; (b) Comprehensive Automobile Insurance – combined bodily injury and property damage limit of one million dollars (\$1,000,000) each occurrence; (c) Comprehensive General Liability Insurance – combined bodily/personal injury and property damage limit of one million dollars (\$1,000,000); (d) Professional Liability & Contractors Pollution Legal Liability – limit of one million dollars (\$1,000,000) each occurrence; (e) Excess Umbrella Liability – limit of two million dollars (\$2,000,000) each occurrence. Upon Client's request, HELIX will furnish evidence that such insurances are in effect. If additional coverage or increased limits of liability is desired, Client may make such request prior to the start of work. HELIX will attempt to obtain the requested coverage or limits, and Client agrees to pay for any additional costs of insurance within ten (10) days of the date of invoice.

## **ARTICLE 11. AVAILABILITY OF LAND, DATA AND DIFFERING SITE CONDITIONS** (for contracts involving field or construction services)

Client shall furnish the site or obtain access to any site not owned by Client. Client shall notify HELIX of any encumbrances or restrictions specifically related to use of the site with which HELIX must comply in performing the Services. Client will obtain in a timely manner and pay for any fees or charges associated with site access or the encumbrances. Client shall furnish HELIX with a current legal description of the lands upon which the Services are to be performed and Client's interest therein as necessary for giving notice of or filing a mechanic's lien against such lands.

HELIX may rely upon the accuracy of the data contained in Reports and Drawings furnished to it by Client or Client's engineer. Reports and Drawings are defined as (a) reports of explorations and tests of subsurface conditions at or contiguous to the site that have been used by the engineer in documents provided to HELIX; and (b) drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (including underground facilities) that Client or Client's engineer has used in preparing documents provided to HELIX.

If HELIX believes that any subsurface or physical conditions at or contiguous to the site that are uncovered or revealed either (a) is of such a nature as to establish that data on which HELIX is entitled to rely as provided above is materially inaccurate; or (b) is of such a nature as to require a change in the contract; or (c) differs materially from that shown or indicated in documents provided to HELIX by Client or others; or (d) is of an unusual nature and differs materially from conditions ordinarily encountered in work of the character provided for in this contract, then HELIX shall promptly, after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any work in connection therewith (except in the event of an emergency), notify Client or its engineer in writing about such conditions. Thereafter, Client or Client's engineer will investigate the conditions. If the existence of the differing site conditions causes an increase in HELIX's cost of or time required for performance of the work, HELIX will receive an equitable adjustment to the contract price and schedule.

HELIX will not be responsible for any hazardous environmental conditions uncovered or revealed at the site. If such conditions are encountered, HELIX shall immediately stop all work and notify Client or Client's engineer. HELIX shall not be required to resume work in connection with such conditions until Client has obtained any required permits and advised HELIX in writing of such conditions and any affected area is or has been rendered safe for the resumption of work; or has specified any special conditions under which such work may be resumed safely; and HELIX shall receive an adjustment to the contract schedule and price accordingly.

## **ARTICLE 12. GOVERNING LAW AND ARBITRATION**

This Agreement shall be governed by, and construed in accordance with, the laws of the State of California. Any controversy or claim arising out of or relating to this Agreement shall be settled by binding arbitration administered by and pursuant to the Commercial Rules of the American Arbitration Association then in effect. Any such proceedings shall take place in San Diego, California. In any action or proceeding hereunder, the prevailing party shall be entitled to recover attorneys' fees, filing fees, expert witness fees and other costs of arbitration or suit.

## **ARTICLE 13. NOTICES**

Any notice from one party to another shall be in writing and delivered personally, by facsimile or by United States mail, registered or certified, return receipt requested, postage fully pre-paid, to the addresses as set forth in the Agreement to the attention of the signatory of this Agreement.

Any notice shall be deemed delivered upon personal service or, if mailed, on the delivery date or attempted delivery date shown on the return receipt. If any party changes its address, such party shall notify the other party as provided in this article.

## **ARTICLE 14. MISCELLANEOUS**

**14.1 Successors and Assigns:** This Agreement is binding upon and shall inure to the benefit of the parties and their respective successors-in-interest, assigns and transferees. Neither party can assign this Agreement without the prior written consent of the other party.

**14.2 Counterparts:** This Agreement may be signed in two or more counterparts, each of which shall constitute an original, but all of which shall be one in the same document.

With the Agreement, these Terms and Conditions and any attached Exhibits constitute the complete and entire contract between the parties and supersedes any previous communications, representations or agreement, whether oral or written, with respect to the subject matter hereof.

## EXHIBIT B SCHEDULE OF FEES

### Consulting Services

Consulting services performed by HELIX typically include, but are not necessarily limited to, office, field, meetings, hearings and travel time. Consulting services for expert witness review, deposition, and/or testimony will be provided at one and one-half times our professional rates.

### Direct Costs

Certain identifiable direct costs will be charged to the project at cost plus ten percent. Examples of direct costs include subconsultants, vehicle or equipment rentals, airplane and train fares, parking, per diem and lodging, mileage, communications, reproduction, and supplies. A 4-wheel drive premium will be charged at \$25.00 per project day. There will be additional charges for plotting, color printing, aerial photographs and GPS services.

### Payment

Invoices will be submitted monthly. Payment on invoices is due within thirty days of receipt. If payment is not paid when due, then such sum shall bear interest at 1 ½ % per month on the unpaid balance, not to exceed the maximum legal rate of interest.

### Professional Rates

Current hourly rates for consulting services:

Principal	\$210.00-225.00
Principal Planner	\$195.00-225.00
Principal Biologist	\$180.00-220.00
Principal Permitting Specialist	\$170.00-215.00
Principal Acoustician	\$180.00-195.00
Sr. Fisheries Scientist	\$200.00-220.00
Sr. Project Manager I-III	\$130.00-190.00
Sr. Air Quality Specialist	\$155.00-180.00
Sr. Environmental Specialist	\$150.00-170.00
Noise/Air Quality Specialist	\$145.00
Environmental Specialist I-III	\$85.00-150.00
Environmental Compliance Specialist	\$105.00
Project Manager I-III	\$110.00-160.00
Archaeology Field Director	\$90.00
Staff Archaeologist	\$65.00 - \$80.00
Archaeology Field Crew	\$75.00
Sr. Archaeologist	\$150.00-155.00
Historian	\$70.00-125.00
Environmental Planner I-III	\$90.00-115.00
Environmental Analyst	\$65.00-75.00
Sr. Scientist	\$120.00-180.00
Biologist I-V	\$75.00-120.00
Assistant Biologist	\$50.00-60.00
Sr. GIS Specialist	\$120.00-160.00
GIS Specialist I-III	\$75.00-105.00
GIS Technician	\$50.00-60.00
Graphics	\$110.00
Document Coordinator	\$80.00
Technical Editor	\$70.00-90.00
Operations Manager	\$100.00
Word Processor I-III	\$65.00-80.00
Clerical	\$65.00

Rates are subject to change on a yearly basis