



Oceano Community Services District

1655 Front Street, P.O. Box 599, Oceano, CA 93475

(805) 481-6730

FAX (805) 481-6836

AGENDA BOARD OF DIRECTORS MEETING

1655 Front Street
6:30 P.M.

April 22, 2009

Oceano
Wednesday

BOARD MEMBERS

Barbara J. Mann, President
Vern Dahl, Director
Mary K. Lucey, Director

Jim Hill, Vice President
Pamela Dean, Director

SECRETARY TO THE BOARD

Kevin D. Walsh
Interim General Manager

DEPUTY SECRETARY TO THE BOARD

Gina A. Davis
Administrative Assistant

FIRE CHIEF

Chief Mike Hubert

UTILITY OPERATIONS SUPERVISOR

Philip T. Davis

ALL ITEMS APPEARING ON THE AGENDA ARE SUBJECT TO BOARD ACTION

1. Roll Call
2. Flag Salute
3. Public Comment *
Any member of the public may address the Board on any item of interest within the jurisdiction of the Board. The Board will listen to all communications; however, in compliance with the Brown Act, the Board cannot act on items not on the agenda.
4. Board Member Items/Discussion *
5. Review and Approval of Minutes
 - a. April 08, 2009 (Regular)
6. Reports *
 - a. Administrative Assistant
 - b. Utility Operations Supervisor
7. Fire Items
None

8. Utility Items

- a. Cleaning and Inspection of District Sewer and Water Lines
Continual Disclosure of the Emergency declared by the Board of Directors
Concerning the Cleaning and Inspection of the District Sewer and Water Mains
- b. Grant Writer Selection
Consider recommendation of IGM to provide direction to Staff.

9. Administrative Items

- a. Presentation by Ron Levy, Moss, Levy, Hartzheim of District Audit for the Fiscal Year Ended June 30, 2007

10. Reports of District Representatives *

This item gives the President and Board Members the opportunity to present reports to other members regarding committees, commissions, boards, or special projects on which they may be participating.

a. PRESIDENT BARBARA MANN

- (1) SLOCSO 04 15 2009
- (2) Fire Committee 04 21 2009
- (3) Other

b. VICE PRESIDENT JIM HILL

- (1) SSLOCSO 04 15 2009
- (2) Finance Committee 04 15 2009
- (3) Water/Codification Comm 04 15 2009
- (4) Other

c. DIRECTOR VERN DAHL

- (1) Zones 1/1A None
- (2) ALUC 04 15 2009
- (3) OAC 04 20 2009
- (4) Other

d. DIRECTOR PAMELA DEAN *

- (1) Fire Committee 04 21 2009
- (2) Finance Committee 04 15 2009
- (3) Water/Codification Comm 04 15 2009
- (4) Other

e. DIRECTOR MARY LUCEY *

- (1) Other

11. Interim General Manager Items/Discussion *
 - a. General Manager Recruitment *
Update regarding Recruitment of a new General Manager
 - b. 2009-2010 Board Goals *
Update regarding progress to date on 2009-2010 goals
 - c. Water and Sewer Master Plans and Water and Sewer Rate Studies *
Update regarding current status of these projects
 - d. Fire Consolidation *
Update regarding fire consolidation
 - e. Muni-Temps *
Use of Muni-Temps' remaining hours for Audit and Budget support
 - f. DRI Funded Sewer Replacement/Rehabilitation Project *
Status Report by IGM

12. **CLOSED SESSIONS**
 - a. CONFERENCE WITH LEGAL COUNSEL – CONTRACTOR EVALUATION *
CLOSED SESSION – A closed session pursuant to Government Code Section 54957(b)(1) to evaluate performance of District Legal Counsel.
 - b. PUBLIC EMPLOYMENT *
CLOSED SESSION – A closed session pursuant to Government Code Section 54957(B)(1) to consider the appointment or employment of a public employee. The position under consideration is the General Manager.
 - c. PUBLIC EMPLOYMENT *
CLOSED SESSION – A closed session pursuant to Government Code Section 64957.6 to meet and confer with the District's designated representative to consider compensation and benefits to its represented employees. The District's designated representative is Interim General Manager, Kevin Walsh. Under consideration is the Fire Department's MOU.
 - d. CONFERENCE WITH REAL PROPERTY NEGOTIATOR – WATER RIGHTS AGREEMENT *
CLOSED SESSION – A closed session pursuant to Government Code Section 54956.8 to meet with the agency's negotiator concerning property negotiations and to grant authority regarding terms. The property involved is an interest in the District's water entitlements.

13. Board Member Discussion *
14. Consideration of Warrants
15. Public Comment *
16. Written Communications
(Correspondence for the Board Received After Preparation of this Agenda is Presented by the Interim General Manager)

Adjournment

* Oral Presentation/Discussion

ALL ITEMS APPEARING ON THE AGENDA ARE SUBJECT TO BOARD ACTION

Consistent with the American with Disabilities Act and California Government Code §54954.2 requests for disability related modification or accommodation, including auxiliary aids or services, may be made by a person with a disability who requires the modification or accommodation in order to participate at the referenced public meeting by contacting the District General Manager or Administrative Assistant at 805-481-6730.

**P.O. Box 599/Oceano, CA 93475
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**OCEANO COMMUNITY SERVICES DISTRICT
BOARD OF DIRECTORS MEETING MINUTES**

Wednesday

April 8, 2009

Oceano

The Meeting was called to order by Vice President Hill at 6:30 P.M.

1. Roll Call

Present: Vice President Hill, Director Dahl, Director Dean, Director Lucey

Absent: President Mann

Staff Present: Gina A. Davis, Deputy Secretary to the Board/Administrative Assistant;
Craig Angello, Fire Captain; Alex Simas, District Legal Counsel

Staff Absent: Kevin D. Walsh, Secretary to the Board/General Manager, Philip T. Davis,
Utility Operations Supervisor

2. Flag Salute

Vice President Hill led the flag salute.

3. Public Comment

None

4. Board Member Items/Discussion

Director Dean reminded Oceano residents that Clean-Up Week in Oceano was April 20-24, 2009.

Director Lucey stated the Personnel Committee Meeting will held April 28, 2009 at 6:30 pm in the Oceano Board Room.

5. Review and Approval of Minutes

a. March 25, 2009 (Regular)

After a request for public comment, none being given, upon motion by Director Dean, and second by Director Dahl, the Minutes of March 25, 2009, were unanimously approved, 4-0, President Mann absent.

6. Reports

a. Brian Hascall, Commander, Oceano Sheriff's South Station

Commander Hascall reported there were two break-ins at the Smoker's Hutt located at 671 W. Tefft Street in Nipomo; arrested three juveniles and one adult after an informant came forward.

On March 29, 2009, an 18-year old female appeared to be intoxicated on Norswing and Monroe. The female was with two males; one of the males, Andrew Gibbs of Nipomo was arrested after giving an officer a false name. Once placed into the back of the patrol car, Mr. Gibbs kicked out the side window along with bending the back door. Commander Hascall stated Andrew Gibbs is being held in the County Jail on \$185,000 bail.

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Commander Hascall stated six juvenile subjects have been arrested for graffiti; Sheriff's Gang Task Force believes an assault that occurred one night later is connected, and is currently investigating that connection.

He stated there were two armed robberies that occurred in Nipomo. The first one was on Tefft Street in Nipomo; an elderly man was beaten, and his wallet was stolen. Nights later in front of the Elk's Lodge in Oceano, a drug deal was taking place Christopher Davis, and 18-year old man from Nipomo was arrested for both crimes.

Commander Hascall stated on April 4, 2009, a female called police as she was being followed by a man in a white van. Police later caught up with Larue Morales, a transient living in his white. Mr. Morales was arrested for annoying a child under the age of 18, and City of Grover Beach and Arroyo Grande are currently investigating if he is the same man that police received reports about in March of 2009.

Director Lucey asked Commander Hascall to inform the Oceano residents of the website that contains registered sex offenders along with their pictures and how many were in the Oceano. Commander Hascall stated the easiest way to find the *Megan's Law Website*, a website that has all sexually violent predators in a zip code, is to go the Google and do a search for Megan's Law. He stated that Oceano has approximately 36 listed on the website.

Director Lucey stated she had noticed the homeless camp on Cienaga had been taken apart and she was wondering where the people that were living there had been moved too. Commander Hascall stated the Sheriff's Department had received a complaint from a business owner on Cienaga regarding the homeless camp, and when the deputy arrived, they found the living condition highly unsanitary. The owners of the property were contacted in Paso Robles, and stated they wanted them removed. The Sheriff's Department gave the transients adequate time to remove themselves and their belongings, at which point the owners came and cleared off the property along with the debris. Commander Hascall stated it is still under investigation as to the location of the transients.

b. Fire Department Operations

Captain Angello reported on the fire operations for March, 2009.

7. Fire Items

None.

8. Utility Items

a. Cleaning and Inspection of District Sewer and Water Lines

VP Hill presented the item.

Therefore, after a request for public comment, (none being given), upon motion by Director Lucey, second by Director Dahl, and on the following roll call, to wit:

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AYES: Director Lucey, Director Dahl, Director Dean, VP Hill

NOES: None

ABSENT: President Mann

The Board unanimously approved the continuance of the Declaration of Emergency, 4-0, with President Mann absent.

b. CDBG-Funded Earthquake Damage Project

AA Davis presented item, and stated the recommended action before the Board is to approve Change Order 3 totaling \$4,605.78.

Director Lucey asked if the estimate originally given at the start of this project was still close to being accurate or have there been a lot of change orders approved. Director Dean stated that all change orders are presented to the Board, and for this project she feels the change orders have been minimal.

Director Dahl stated R. Baker Construction Company is the same company that when the San Simeon Earthquake occurred put a truck in the middle of town for clean-up and never charged the Community of Oceano.

Therefore, after a request for public comment, (none being given), upon motion by Director Dean, second by Director Dahl, and on the following roll call, to wit:

AYES: Director Dean, Director Dahl, Director Lucey, VP Hill

NOES: None

ABSENT: President Mann

The Board unanimously approved the Change Order 3 in the amount of \$4,605.78, 4-0, with President Mann absent.

9. Administrative Items

None

10. Reports of District Representatives

a. PRESIDENT BARBARA MANN

Absent

**OCEANO COMMUNITY SERVICES DISTRICT
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b. VICE PRESIDENT JIM HILL

VP Hill reported on the meeting of the SSLOCSD held on April 1, 2009, and stated new centrifuge equipment purchase was authorized as the old one was leased and beginning to fail. Also, Trunk Sewer Accessibility Project progress payment #3 was approved.

VP Hill stated the Board authorized a new chemical tank, which was major budget item 23. It was necessary to replace the tank as the previous tank was bulging and starting to fail.

He stated the Bio-Solids Lagoon Lining, which is a pro-active response where a red rock lining now exists; they will replace that with a more permanent lining that allows removal of materials by a front loader or other equipment without disturbing the bottom of the lagoon.

c. DIRECTOR VERN DAHL

Director Dahl stated he had attended the ethics training presented by the ALUC, and it was interesting to receive the training from a different perspective.

d. DIRECTOR PAMELA DEAN

Director Dean reported on the Fire Committee meeting held on April 7, 2009, and stated Fire Captain Bova is still working on the grant application for a Type 1 Fire Engine. She stated Captain Bova's estimated the new engine would be \$470,000 and he will be presenting this grant to the Board on April 22, 2009. Captain Bova was directed to confirm the amount of the matching funds with Dave Mathe, Arroyo Grande Fire Department, who has been assisting with the grant application.

Director Dean stated as a reminder, the Board does require the NIMS training for all District employees, and the Board Directors before the District is eligible to receive any grants.

Director Dean reported that at the Fire Consolidation meeting held on April 7, 2009, the Committee will not be making any changes to the current Code as a new International Fire Code (IFC) will be released on July 1, 2009, and the Board will have 180 days to adopt the new IFC. Chief Hubert reported that if changes are required, they must go before the Board of Supervisors for approval, and if no action is taken before the 180 days has expired then the new codes are automatically adopted.

The Committee discussed Code Enforcement, and if the consolidation of the three fire departments goes through, one goal would be to have a Code Enforcement Fire Inspector. This would generate revenue and also provide a person to inspect structures that are possible hazards. This would allow the clean-up process for Oceano to happen at a swifter pace as well as make the Community a safer place to live.

**OCEANO COMMUNITY SERVICES DISTRICT
BOARD OF DIRECTORS MEETING MINUTES**

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e. DIRECTOR MARY LUCEY

Director Lucey reported on the Personnel Committee held on March 30, 2009, and stated a review of the sub-contractors happened as it is necessary to have these figures for the passing of the annual budget. She stated the Committee reviewed contract for District Legal Counsel, Kirk & Simas, but was unable to review the contract District Engineer, The Wallace Group, as she did not receive all the paperwork.

Director Lucey stated the Committee will be reviewing the District's personnel policies and procedures for each department to verify the District has consistencies when it comes to the different procedures, for example the hiring of the new employee. She feels the Personnel Committee is an important part of the District, and stated they have a lot of work to complete for the codification.

Director Lucey stated at the meeting dated March 25, 2009, the District declared of a State of Economic Emergency; when a district passes a Declaration State of emergency certain steps need to occur. She stated she would appreciate an update as to what steps the District and staff are taking on the item.

VP Hill asked DLC Simas if the State of Economic Emergency that was passed at the last meeting had to be voted on at every meeting until it is no longer needed. DLC Simas stated it was not necessary to vote every meeting as he is not aware of any legal requirement to distribute it to neither the County of San Luis Obispo nor the State of California. Director Lucey stated that she feels it would be best for the District to inform the County, State and newspapers of the economic crisis that has been declared in the Community of Oceano. DLC Simas stated after he had researched declaring an economic state of emergency, he found nothing that legally gives the District any precedence to receive funding for this type of emergency as it would in a state of emergency for a natural disaster.

Director Lucey stated her concern the Board had received drafts of the 2009-10 budget and 2006-07 audit, but these two items were not on the agenda. AA Davis stated those items were part the IGM's Friday Letter; they were placed there for the Board's review, and should the Board have any questions or concerns to call the IGM. AA Davis stated Mr. Levy of Moss, Levy & Hartzhiem would be making a presentation of the finalized audit for the fiscal year ended June 30, 2007 on April 22, 2009.

11. General Manager Items/Discussion

None

14. Consideration of Warrants

Thereafter, after a request for public comment (none being given), upon the motion by Director Dean, second by Director Dahl, the Board approved the warrants by unanimous voice vote , 4-0, with President Mann absent.

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12. AA Davis stated there was an error on item 12; the discussion will be regarding the position of General Manager not Interim General Manager as stated.

The Board adjourned to Closed Session at 7:28 P.M.

The Board returned to Open Session at 8:21 P.M.

DLC Simas stated the Board met in Closed Session to consider the appointment or employment of a public employee. The position under consideration is General Manager. He stated the Board received a report, and directed staff to reinstitute the recruitment process with a unanimous voice vote of 4-0, with President Mann absent.

13. Board Member Discussion

Director Lucey inquired about the information she had received regarding the appeal in the Bookout case. DLC Simas stated he received information from Adam Daner; District's Legal Counsel in the Bookout case stating the District was part of this Appeal. Director Lucey asked DLC if this Appeal would take up staff and DLC's time as the original lawsuit did. DLC Simas stated that it should not as the only way the decision could be overturned is if the two judges in the original case the evidence or the laws themselves incorrectly.

15. Public Comment
None

16. Written Communications
None

The meeting was adjourned by VP Hill at 8:32 P.M.

Kevin Walsh, Secretary to the Board



Oceano Community Services District

1655 Front Street, P.O. Box 599, Oceano, CA 93475

(805) 481-6730

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April 22, 2009

TO: Board of Directors, OCSD

FROM: Kevin D. Walsh, General Manager

SUBJECT: CLEANING AND INSPECTION OF DISTRICT SEWER AND WATER LINES

Public Contracts Code Section 22050(c)(1) requires that if the governing body orders any action after the emergency has been declared, the governing body shall review the emergency action at its next regularly-scheduled meeting and at every regularly-scheduled meeting thereafter until the action is terminated, to determine, by four-fifths vote, that there is need to continue the action.

THE RECOMMENDED ACTION BEFORE YOUR BOARD is to: by Board discussion, public comment, motion, second, and roll call vote, determine, by four-fifths vote, that there is a need to continue the action.

Agenda Item 04 22 2009 8.a.



Oceano Community Services District

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DATE: April 22, 2009
TO: Board of Directors, OCSD
FROM: Kevin D. Walsh, Interim General Manager
SUBJECT: **GRANT WRITING ASSISTANCE**

Background

At the April 8, 2009 Board meeting, I was authorized to obtain proposals to assist the District in obtaining federal stimulus money. The way the formal Board motion was worded was that we would "secure dedicated grant writer specialists with proven track records of securing government generated funds". Direction was given to bring back proposals at the next meeting.

Discussion

I informed contacted four firms that do this type of work. Each have submitted a response to the request for a proposal.

John Wallace Group
CH2M-Hill Engineers
Kennedy- Jenks Engineers
Randall Funding and Development

Because of the two week time frame, there was not time to do a formal request for proposals (RFP), so the responses are quite varied as to form, length, and level of detail. However, all four firms were given the same information, basically:

- 1) That the Oceano Community Services District is responsible for water, wastewater collection (not treatment), fire, parks (minor), garbage, and street lighting.
- 2) That we are working on the SRF Water projects now through Public Health, but the desire is to explore and obtain funding under other section/provisions of the ARRA (aka stimulus bill).
- 3) That other possible areas would include the Clean Water SRF, which may be the conduit for the stimulus money in California for wastewater.

Agenda Item 04 22 2009 9. b.

T:\Agendas\BdMtgAgendas\2009\0422-Grant Writing Assistance

- 4) That there may be other portions of the ARRA that might apply to Oceano. For example there may be a provision for help with a city/community general fund. There may also be a street lighting section.
- 5) That if their firm was interested in this work, I would need a scope and fee.

Representatives from each of the firms were invited to attend the meeting.

THE RECOMMENDED ACTION BEFORE YOUR BOARD is to: Review the proposals, ask questions of the representatives that have attended the meeting, and give direction to staff.

Agenda Item 04 22 2009 9.b.

Grant Writing Training - GrantWrlngUSA.com - For gov't and nonprofit personnel. Beginners and advanced welcom Sponsored Link < >

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1 of 199 Older

Grant Research/Writing for OCSD Inbox X

Doug Groshart to Kevin, John show details 5:06 PM (45 minutes ago) Reply

Good evening, Kevin --

John and I have discussed your request for assistance in researching and writing grants for OCSD and we are grateful for the opportunity to propose on this scope. While we do not have anything in writing to present at this time, if you'd like to include us in the discussion as a possibility for use as a local option, please feel free. As you know, we are already under contract with the District and have in-depth knowledge of the District's needs. In addition to this District-specific knowledge, we also have considerable experience in-house with grant writing. In short, we are up to the task if you and the Board are looking for a known, local commodity with no transition/learning curve required. If the Board prefers to go with someone other than us, please be certain that we will be ready, willing, and able to assist them in any capacity at your direction.

Thanks again for the opportunity to assist you and OCSD

Regards,

Doug Groshart, P.E.
SENIOR MECHANICAL ENGINEER

WALLACE GROUP
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1 of 199 Older

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Kevin Walsh

Set status here

Cindy Winter

Alex Simas

Bnan

Don Spagnolo

Doug Groshart

Enc Soderin

Gina Davis

John Wallace

Meredith Clement

Ryan Fothergill

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Kennedy/Jenks Consultants
Engineers & Scientists

1000 South Hill Road, Suite 200
Ventura, California 93003
805-658-0607
FAX: 805-650-1522

15 April 2009

Mr. Kevin Walsh
Oceano Community Services District
1655 Front Street
Oceano, CA 93457

Subject: Proposal for Professional Services
Grant Support Services, Oceano Community Services District

Dear Mr. Walsh:

Kennedy/Jenks Consultants (Kennedy/Jenks) is pleased to submit this proposal for providing professional services for grant support services to the Oceano Community Services District. Kennedy/Jenks has staff with extensive experience in grant management and grant application preparation. The planning staff at Kennedy/Jenks are complimented by a diverse engineering group. The combination of planning and engineering staff make it possible for Kennedy/Jenks to prepare the necessary technical documents to support a competitive grant application. The Kennedy/Jenks team has experience in the full range of potential grant applications and grant administration activities including developing subgrant agreements, negotiating favorable grant terms, and coordinating with project partners to submit materials necessary for grant applications.

If this proposal meets with your approval, please sign where noted below and return a copy to our office to serve as our authorization.

Thank you for considering us for this work. Please feel free to contact Meredith Clement at (805) 658-0607 with any questions.

Very truly yours,

KENNEDY/JENKS CONSULTANTS, INC.

Jeff Savard, P.E.
Vice President

Meredith Clement
Water Resources Project Manager

Enclosures

AUTHORIZATION:

OCEANO COMMUNITY SERVICES DISTRICT

By: _____
(Signature)

(Print Name)

Title: _____

Date: _____

Related Experience

For funding opportunities related to power, watershed management, water and wastewater treatment and reclamation, flood control, and environmental restoration, we provide funding assistance services to numerous municipal agencies throughout the western U.S. including the following California agencies:

- ◆ City of Simi Valley, CA – MWD Local Resources Program
- ◆ City of Camarillo, CA – MWD Local Resources Program
- ◆ West Valley Water District, CA – Proposition 50 program
- ◆ City of Rialto, CA – Proposition 50 program
- ◆ City of Colton, CA – Proposition 50 program
- ◆ Camrosa Water District, CA – AB 303 program
- ◆ San Bernardino Valley Water Conservation District, CA – Proposition 13 program
- ◆ San Bernardino Valley Municipal Water District, CA – Proposition 50 IRWMP Step 2 Implementation Grant – Economic Analysis
- ◆ Calleguas Municipal Water District, CA –
 - Proposition 13 Watershed Protection Program
 - Proposition 50 Desalination
 - Proposition 50 IRWMP Step 1 Implementation Grant
 - SWRCB Consolidated Grants Program Pre-Application and Full Application
- ◆ Stockton East Water District, CA – Proposition 13 program
- ◆ City of Palo Alto, CA – Proposition 50 Recycled Water program
- ◆ City of San Leandro, CA – Proposition 50 Recycled Water Program Planning and Construction Grant
- ◆ City of Redwood City, CA – Proposition 50 program
- ◆ City of Downey, CA – Proposition 13 program

- ◆ Goleta Water District, CA – Proposition 13 program
- ◆ City of San Buenaventura, CA – State Revolving Fund
- ◆ Western Municipal Water District, CA –
 - Proposition 50 Integrated Regional Water Management Program Planning Grant
 - DPH Proposition 50 Chapter 4b Pre-application
 - Proposition 50 Desalination Grant
 - SWRCB Proposition 40; Consolidated Grants Program Pre-Application and Full Application
 - Proposition 50 IRWMP Step 2 Implementation Grant – Project-Specific submittal
- ◆ Elsinore Valley Municipal Water District, CA –
 - Proposition 50 Recycled Water Program Planning Grant for 2 sub areas and Construction Grant for 3rd sub area
 - AB303 Local Groundwater Assistance Grant Application
- ◆ North Coast County Water District – Proposition 50 Recycled Water Program Planning and Construction Grant
- ◆ Castaic Lake Water Agency, CA –
 - U.S. Bureau of Reclamation Title XVI of PL 102-575
 - U.S. Army Corps of Engineers
- ◆ City of Oxnard, CA –
 - MWD Local Resources Program (2 applications)
 - Proposition 13
 - CALFED programs
- ◆ Calaveras County Water District – Vallecitos Regional Wastewater Project – State Revolving Fund
- ◆ Squaw Valley Public Service District – Water Resources Evaluation – State Proposition 204 Grant (K/J Prepared Application & Negotiated with DWR)
- ◆ Port Hueneme Water Agency, CA – U.S. Bureau of Reclamation Title XVI of PL 102-575
- ◆ City of Santa Monica, CA – MWD Local Projects Program
- ◆ City of Coachella, CA – Safe Drinking Water Bond Act Loan
- ◆ City of Calexico, CA – Border Environmental Coordination Commission Loan
- ◆ Lawrence Livermore National Laboratories, CA – General funding assistance
- ◆ Camrosa Water District, CA – AB 303 program

- ◆ City of San Buenaventura, CA – State Revolving Fund
- ◆ Watersheds Coalition of Ventura County, CA – Proposition 50 IRWMP Step 2 Implementation Grant – Economic Analysis
- ◆ Kern County Water Agency, Improvement District 4 – Water Security Funding
- ◆ McCloud Community Services District, CA -
 - SWRCB Small Communities Grant
 - SRF Loan
 - USDA RD – Utilities Grant/Loan
 - US Economic Development Agency
 - State of California Line Item Budget
 - California Community Development Block Grant
- ◆ Nevada County – SRF Loan & Supplemental Bank Loan
- ◆ City of Willows – USDA RD Utilities Grant/Loan

Specific funding assistance services include:

- ◆ **Program Development Services:** Kennedy/Jenks Consultants works closely with you to mold your project components to maximize eligibility under various funding programs.
- ◆ **Legislative Coordination:** Kennedy/Jenks Consultants develops legislative language and bills to authorize and appropriate funds for your project at the state and federal levels.
- ◆ **Grant Application:** Kennedy/Jenks Consultants prepares grant applications for state and federal programs.
- ◆ **Regulatory Agency Liaison:** Kennedy/Jenks Consultants provides interpretive services to explain to members of the regulatory community the attributes of your project, with the goal of gaining them as project proponents.
- ◆ **Documentation Support Services:** Kennedy/Jenks Consultants crafts application materials, project brochures, graphical elements, mapping, financial, cost benefit analysis and other appropriate supporting documentation.

As leaders in the analysis and tracking of federal and state programs, our engineers and scientists also provide leadership and participation in WESTCAS, NWRA, National Watershed Coalition, and other water industry associations.

Project References

Western Municipal Water District (WMWD), Proposition 50 IRWMP Planning Grant Preparation and Administration

Kennedy/Jenks successfully prepared a \$500,000 Proposition 50 planning grant application to fund development of a Water Use Efficiency Master Plan and Integrated Regional Water Management Plan for WMWD. Kennedy/Jenks also assisted the agency in grant fund administration. Examples of other recent successful WMWD grant assistance include:

- ◆ Preparation of project description for Riverside/Corona Feeder Regional Pipeline Project and cost-benefit economic analysis for submittal to Santa Ana Watershed Project Authority's (SAWPA) Proposition 50 \$25 million Implementation Grant
- ◆ Preparation of grant application for SWRCB Consolidated Grants Program (Proposition 40) for the WMWD Chino II Desalter Ultimate Expansion from 14 to 18 MGD - \$5 million
- ◆ Preparation of US Bureau of Reclamation Water Use efficiency grant application

Reference: Jack Safely
Director of Water Resources
Western Municipal Water District
951-789-5041
jsafely@wmwd.com

Watersheds Coalition Ventura County Proposition 50 Implementation Grant

The Watersheds Coalition of Ventura County is a consortium of local cities, retail and wholesale water agencies, sanitation districts, County of Ventura, and non-governmental agencies interested in promoting and implementing integrated regional planning efforts. Kennedy/Jenks assisted the Watersheds Coalition Ventura County with their successful application for a \$25 million Proposition 50 Round 1 Implementation Grant from the SWRCB. Kennedy/Jenks performs tasks related to grant management, including preparation of invoices, progress reports, and coordination/submittal of deliverables to the SWRCB. Other tasks include preparation of project schedules, arranging SWRCB site visits, and other communication with the SWRCB.

Reference: Sue Hughes
Government Affairs
Ventura County
805-654-3836
Susan.Hughes@ventura.org

East Contra Costa IRWMP and Northern Santa Cruz County IRWMP

Both the Contra Costa Water District and the Community Foundation of Santa Cruz County are utilizing a Grant Administration Website developed by Kennedy/Jenks. Kennedy/Jenks coordinated with both these clients and utilized knowledge of grant requirements to customize the grant administration tool. Both these agencies have internal staff that acts as project directors. Kennedy/Jenks provided training on use of the website for the project directors who also act as the website administrators as well as training to Project Partners who utilize the website.

References:

Tim Carson	Andrea Flores
Community Foundation of Santa Cruz County	Contra Costa Water District
831-477-0800 x 201	925-688-8283
tim@cfsc.org	aflores@ccwater.com

Project Team

Short biographies for Key Staff appear below.

Mary Lou Cotton

Ms. Cotton has over 16 years of water resource experience, specifically in conducting water resource planning and management programs including surface water and groundwater investigations; water conservation planning and management; utility (water, recycled water, wastewater, and stormwater) infrastructure management, master planning and design studies; water quality and hazardous waste investigations.

Related Experience:

- ◆ Upper Santa Clara River, IRWMP Project Manager
- ◆ Multiple Clients, Department of Water Resources Water Use Efficiency Grant applications

Alan Zelenka

Mr. Zelenka is the Energy Services Leader with Kennedy/Jenks Consultants and brings over 23 years of diversified experience in the planning, evaluation, development, permitting and construction of conservation and power projects. Mr. Zelenka has also evaluated the feasibility of numerous renewable resource projects, including: digester/landfill-gas-to-electricity, hydroelectric, solar PV, wind, geothermal, fuel cells, microturbines and natural gas combustion turbines.

Related Experience:

- ◆ Poseidon Resources, Climate Action Plan for Carlsbad Desalination Project

- ◆ Oregon Association of Clean Water Agencies, Energy Independence Project

Meredith Clement

Meredith Clement has over 11 years of consulting experience on projects throughout California. Meredith has special expertise with water planning including integrated regional water management plans, grant applications for public works projects, urban planning, and environmental compliance documentation.

Related Experience:

- ◆ Upper Santa Clara River IRWMP, Deputy Project Manager
- ◆ Watersheds Coalition Ventura County, Grant Administrator Prop 50
- ◆ Western Municipal Water District, Local Resources Program Grants
- ◆ Multiple Clients, Drinking Water and Clean Water State Revolving Fund applications

Bob Tran, P.E.

Mr. Tran has broad experience in the planning and design of public works projects, with particular emphasis in water projects. Mr. Tran has extensive experience with water projects in Southern California.

Related Experience:

- ◆ Western Municipal Water District, Metropolitan Water District Local Resources Program Grant
- ◆ Western Municipal Water District Grant Applications, Department of Water Resources Local Groundwater Assistance Grant
- ◆ Western Municipal Water District, Clean Water State Revolving Fund applications

Allison Evans, AICP

Allison Evans is a Certified Planner with the American Institute of Certified Planners (AICP) and specializes in permitting and compliance issues for public works projects. Allison's recent project work includes preparation of integrated water resource planning studies, grant application preparation, and grant management.

Related Experience:

- ◆ Watersheds Coalition Ventura County, Grant Assistant Prop 50 IRWMP
- ◆ Antelope Valley IRWMP, Grant Application Author/Plan Author
- ◆ Upper Santa Clara River IRWMP, Section Author
- ◆ Multiple Clients, Department of Water Resources Water Use Efficiency Grant applications

Lauren Everett

Lauren Everett is a Water Resources Specialist, with experience in environmental and regulatory compliance providing research and technical support for a diverse range of water resource and watershed related projects. Lauren's project work includes integrated regional water management plans, California Environmental Quality Act analyses, water resource studies, State Water Project transfers, groundwater banking programs, water supply assessments, and pipeline construction projects.

Related Experience:

- ◆ Antelope Valley IRWMP, Grant Application Project Manager/Plan Project Manager
- ◆ Upper Santa Clara River IRWMP, Section Author
- ◆ Watersheds Coalition Ventura County, Grant Application Author

Sachi Itagaki, P.E.

Ms. Itagaki has over 21 years of water resources and civil engineering experience, specifically in conducting water resource planning and management programs including surface water and groundwater investigations. In addition, she has led many efforts to obtain project funding, particularly from State of California grant sources for groundwater studies and recharge facility construction, recycled water, integrated regional water management planning and implementation, and drinking water quality improvements projects.

Related Experience:

- ◆ Watersheds Coalition Ventura County, Proposition 50 Step 2 Grant Application
- ◆ Elsinore Valley Municipal Water District, State Revolving Fund Application, Local Groundwater Assistance Program Grant Application
- ◆ Calleguas Municipal Water District, Proposition 50 Water Desalination Project Grant Application

Proposed Services

Kennedy/Jenks proposes assisting Oceano Community Services District (CSD) with monitoring state and federal funding opportunities, identifying appropriate projects for grant applications, and providing as needed services in refining materials needed for grant and loan applications.

This scope of work is for as needed grant support services for the period May 2009 through May 2010.

Grant Program Monitoring

This task is for monitoring state and federal grant programs such as those administered by the State Water Resources Control Board, Regional Water Quality Control Boards, Department of Public Health, California Energy Commission, Department of Water Resources, and the U.S. Environmental Protection Agency. As part of this effort, we will provide you with bi-monthly updates as to the status of the various State and Federal activities related to funding programs. The intent is to provide you with the succinct information you need in working with elected officials, member agencies, and the community, while freeing you up from the drudgery of sorting through multiple news articles and websites to find grant funding information. Updates will be tailored to the specific needs of Oceano CSD.

Identification of Projects for Grant Funding

Kennedy/Jenks will review relevant Oceano CSD planning documents (e.g., sewer master plans, water master plans) to identify potential projects eligible for grant funding. Following document review, Kennedy/Jenks proposes a kick-off meeting with Oceano CSD staff to develop an initial list of candidate projects for grant funding. The list will include information on project description, project status (status of environmental compliance, status of plans and specifications), and project schedule. Kennedy/Jenks proposes three additional meetings, to be held quarterly, to update the candidate project list.

As Needed/Optional Task - Grant Application Assistance

This task includes supporting Oceano CSD in preparation of specific grant applications. Because no specific grants have been identified at this time, this task being proposed as an optional task. Depending on the extent of services needed to prepare a specific application, this task could require additional budget.

Grant application assistance could include completion of grant applications on behalf of Oceano CSD or providing support (e.g., preparing select materials, reviewing and refining materials) for those applications where Oceano CSD would prefer to take the lead in preparing a grant application.

Schedule and Fee

We are prepared to initiate this effort immediately following receipt of a notice to proceed. Assuming a May 6, 2009 notice-to-proceed date, Kennedy/Jenks will meet with you to discuss your potential project grant funding opportunities by May 20, 2009. Work under this authorization will continue through May 31, 2010, unless otherwise extended by mutual agreement.

We propose to perform the above-described scope of services on a time-and-expense reimbursement basis in accordance with our Schedule of Charges dated January 1, 2009 attached. Invoices will be submitted on a monthly basis, which list actual costs and expenses. Based on our estimate of services required, we

propose a budget of \$30,000, which will not be exceeded without prior authorization from Oceano CSD. We will notify you prior to expenditure of 80 percent of the budget if the need for a budget increase is anticipated.

Terms and Conditions

This proposal is based on current projections of staff availability and costs and, therefore, is valid for 90 days following the date of this letter.

To assure a clear understanding of all matters related to our mutual responsibilities, the attached Standard Conditions dated January 1, 2007 are made a part of our agreement. We have found these terms to be appropriate for use with agreements for the provision of engineering and scientific services, and accordingly, should any conflict exist between the attached terms and the form of any purchase order or confirmation issued, the terms of this proposal and the attached Standard Conditions shall prevail in the absence of our express written agreement.

Client/Address: Oceano Community Services District
1655 Front Street
Oceano, CA 93457

Kennedy/Jenks Consultants

Contract/Proposal Date: 15 April 2009

Schedule of Charges

January 1, 2009

Personnel Compensation

Classification	Hourly Rate
CAD-Technician	\$95
Designer-Senior Technician	\$125
Engineer-Scientist-Specialist 2	\$120
Engineer-Scientist-Specialist 3	\$135
Engineer-Scientist-Specialist 4	\$150
Engineer-Scientist-Specialist 5	\$165
Engineer-Scientist-Specialist 6	\$185
Engineer-Scientist-Specialist 7	\$210
Engineer-Scientist-Specialist 8	\$220
Engineer-Scientist-Specialist 9	\$225
Project Administrator	\$85
Administrative Assistant	\$70
Aide	\$55

In addition to the above Hourly Rates, a three percent Communications Surcharge will be added to Personnel Compensation for normal and incidental copies, communications and postage.

Direct Expenses

Reimbursement for direct expenses, as listed below, incurred in connection with the work, will be at cost plus ten percent for items such as:

- Maps, photographs, reproductions, printing, equipment rental, and special supplies related to the work.
- Consultants, soils engineers, surveyors, contractors, and other outside services.
- Rented vehicles, local public transportation and taxis, travel and subsistence.
- Specific telecommunications and delivery charges.
- Special fees, insurance, permits, and licenses applicable to the work.
- Outside computer processing, computation, and proprietary programs purchased for the work.

Reimbursement for vehicles used in connection with the work will be at the federally approved mileage rates or at a negotiated monthly rate.

Reimbursement for use of computerized drafting systems (CAD), geographical information systems (GIS), and other specialized software and hardware will be at the rate of \$12 per hour.

Rates for professional staff for legal proceedings or as expert witnesses will be at rates one and one-half times the Hourly Rates specified above.

Other in-house charges for prints and reproductions, equipment usage, laboratory analyses, etc. will be at standard company rates.

Excise and gross receipts taxes, if any, will be added as a direct expense.

The foregoing Schedule of Charges is incorporated into the agreement for the services provided, effective January 1, 2009 through December 31, 2009. After December 31, 2009, invoices will reflect the Schedule of Charges currently in effect.

Client: Oceano Community Services District

Contract/Proposal Date: 15 April 2009

Standard Conditions

January 1, 2007

CLIENT and KENNEDY/JENKS CONSULTANTS, INC. ("CONSULTANT") agree that the following provisions shall be a part of their agreement.

1. **TERMS OF PAYMENT.** CLIENT will be invoiced at the end of the first billing period following commencement of work and at the end of each billing period thereafter. Payment in full of an invoice must be received by CONSULTANT within thirty (30) days of the date of such invoice.
2. **EFFECT OF INVOICE.** The work performed shall be deemed approved and accepted by CLIENT as and when invoiced unless CLIENT objects within fifteen (15) days of invoice date by written notice specifically stating the details in which CLIENT believes such work is incomplete or defective, and the invoice amount(s) in dispute. CLIENT shall pay undisputed amounts as provided for in the preceding paragraph.
3. **INTEREST; SUSPENSION OF WORK.** Failure of CLIENT to make full payment of an invoice so that it is received by CONSULTANT within said thirty (30) days of the date thereof subjects the amount overdue to a delinquent account charge of one percent (1%) of the invoice amount per month, compounded monthly, but not to exceed the maximum rate permitted by law. Failure of CLIENT to submit full payment of an invoice within thirty (30) days of the date thereof subjects this agreement and the work herein contemplated to suspension or termination at CONSULTANT's discretion.
4. **ADVANCE PAYMENT; WITHHOLDING OF WORK PRODUCT.** CONSULTANT reserves the right to require payment in advance for work it estimates will be done during a given billing period. CONSULTANT, without any liability to CLIENT, reserves the right to withhold any services and work products herein contemplated pending payment of CLIENT's outstanding indebtedness or advance payment as required by CONSULTANT. Where work is performed on a reimbursable basis, budget may be increased by amendment to complete the scope of work. CONSULTANT is not obligated to provide services in excess of the authorized budget.
5. **STANDARD OF CARE.** CONSULTANT's services performed under this agreement will be performed in a manner consistent with the care and skill ordinarily exercised by members of the profession practicing under similar conditions at the same time and in the same or similar locality. When the findings and recommendations of CONSULTANT are based on information supplied by CLIENT and others, such findings and recommendations are correct to the best of CONSULTANT's knowledge and belief. No warranty, express or implied, is made or intended by this agreement, or by the foregoing statement of the applicable standard of care, or by providing consulting services or by furnishing oral or written reports of findings made. No entity other than CLIENT or CONSULTANT shall be construed as a beneficiary to this Agreement.
6. **INSURANCE COVERAGE.** CONSULTANT is protected by Worker's Compensation insurance as required by applicable state laws and will maintain employer's liability coverage. During the performance of this agreement CONSULTANT will maintain professional liability insurance with a limit of \$1 million on a claims made, annual aggregate basis, and commercial general liability and automobile liability insurance each with a limit of not less than \$1 million on an occurrence basis.
7. **ALLOCATION OF RISK.** CLIENT and CONSULTANT have discussed the risks associated with this project and the extent to which those risks should be shared by CLIENT and by CONSULTANT, and have agreed:
 - (a) To the fullest extent permitted by law, CLIENT agrees to limit the liability of CONSULTANT, its officers, employees, and subcontractors to CLIENT, all landowners, contractors, subcontractors, lenders, suppliers, manufacturers, third parties, and their employees such that the total aggregate liability, including all attorneys fees and costs shall not exceed \$50,000.00 or the total fees paid for CONSULTANT's services on this project, whichever is greater. (b) All damages such as loss of use, profits, anticipated profits, and the like losses are consequential damages for which CONSULTANT is not liable. (c) CLIENT shall give written notice to CONSULTANT of any claim of negligent act, error or omission within one (1) year after the completion of the work performed by CONSULTANT. Failure to give notice herein required shall constitute a waiver of said claim by CLIENT.
8. **SERVICES DURING CONSTRUCTION.** Any construction inspection or testing provided by CONSULTANT is for the purpose of determining compliance by contractors with the functional provisions of project documents only. CLIENT agrees that CONSULTANT will have no inspection responsibilities at the jobsite except to the extent specifically provided for in the agreed upon scope of work. CONSULTANT shall not be held in any way to guarantee any contractor's work, nor to assume responsibility for means, methods or appliances used by any contractor nor to assume responsibility for a contractor's compliance with laws and regulations or for contractor's errors, omissions, or defective work. CLIENT agrees that in accordance with generally accepted construction practices, the construction contractor will be required to assume sole and complete responsibility for jobsite conditions during the course of construction of the project, including safety of all persons and property and that this responsibility shall be continuous and not be limited to normal working hours. CLIENT agrees to require in all construction contracts for the project, provisions that CLIENT and CONSULTANT shall be defended and indemnified by the contractor and its subcontractors and named additional insureds on contractor's and subcontractor's insurance. Any statements of estimated construction costs furnished by CONSULTANT are based on professional opinions and judgment, and CONSULTANT will not be responsible for fluctuations in construction costs.
9. **SERVICES BY CLIENT.** CLIENT will provide access to site of work, obtain all permits, provide all legal services in connection with the project, and provide environmental impact reports and energy assessments unless specifically included in the scope of work. CLIENT shall pay the costs of checking and inspection fees, zoning application fees, soils engineering fees, testing fees, surveying fees, and all other fees, permits, bond premiums, and all other charges not specifically covered by the scope of work. CLIENT shall designate to CONSULTANT the location of all subsurface utility lines and other subsurface man-made objects (in this agreement collectively called "buried utilities") within the boundaries of the jobsite. CONSULTANT will conduct at CLIENT's expense such additional research as in CONSULTANT's professional opinion is appropriate to attempt to verify the location of buried utilities at the jobsite, but CLIENT shall remain responsible for the accurate designation of their location and, shall indemnify, defend, and hold CONSULTANT harmless from any claims or loss arising from the failure to accurately locate buried utilities.
10. **COMPLIANCE WITH LAWS.** CLIENT and CONSULTANT shall each use reasonable care in its efforts to comply with laws, codes, ordinances and regulations in force at the time of the performance by each under this agreement, insofar as such laws are applicable to a party's performance. Unless otherwise provided for in the scope of work of this agreement or by law, the responsibility for making any disclosures or reports to any third party, for notifying all governmental authorities of the discovery of hazardous materials on the jobsite, and for taking corrective, remedial, or mitigative action shall be solely that of CLIENT. It is CONSULTANT's belief that the work is not subject to California Prevailing Wage Law, unless expressly identified as such within the scope of work. Should it be alleged or determined that some or all of the work is subject to California's Prevailing Wage Law, then CLIENT shall reimburse CONSULTANT for the additional costs associated with CONSULTANT complying with those laws.

11. **USE OF DOCUMENTS.** Drawings, reports, writings and other original documents (documents) furnished by CONSULTANT are for the exclusive use of CLIENT and CONSULTANT retains all Intellectual property rights including copyrights. Documents are furnished to CLIENT upon CLIENT's specific agreement that it assumes all liability resulting from the further distribution of such documents, or any portion of them, and that CLIENT will indemnify CONSULTANT and hold it harmless against any claims associated with the unauthorized use of such documents. In no event will CLIENT or any person acting on its behalf edit, abridge, or modify any document prepared by CONSULTANT without CONSULTANT's express written consent.
12. **ELECTRONIC OR MAGNETIC DATA.** Documents provided by CONSULTANT in electronic or magnetic formats are provided under the following conditions unless detailed otherwise in the scope of work or by a written amendment. Documents are provided in CONSULTANT's standard software formats. CLIENT recognizes that electronic or magnetic data and its transmission can be easily damaged, may not be compatible with CLIENT'S software formats and systems, may develop inaccuracies during conversion or use, and may contain viruses or other destructive programs, and that software and hardware operating systems may become obsolete. As a condition of delivery of electronic or magnetic data, CLIENT agrees to defend indemnify and hold CONSULTANT, its subconsultants, agents and employees harmless from and against all claims, loss, damages, expense and liability arising from or connected with its use, reuse, misuse, modification or misinterpretation. In no event shall CONSULTANT be liable for any loss of use, profit or any other damage.
13. **TERMINATION.** This agreement may be terminated by either party by written notice should the other party fail substantially to perform its obligations under this agreement and continue such default after the expiration of a seven (7) day notice period. Either party may terminate this agreement without necessity of cause upon the expiration of a thirty (30) day notice period. If this agreement is terminated by CLIENT in the absence of default by CONSULTANT, CONSULTANT shall be paid for services performed and costs incurred by it prior to its receipt of notice of termination from CLIENT, including reimbursement for direct expenses due, plus an additional amount, not to exceed ten percent (10%) of charges incurred to the termination notice date, to cover services to orderly close the work and prepare project files and documentation, plus any additional direct expenses incurred by CONSULTANT including but not limited to cancellation fees or charges. CONSULTANT will use reasonable efforts to minimize such additional charges.
14. **PRECEDENCE OF CONDITIONS.** Should any conflict exist between the terms herein and the terms of any purchase order or confirmation issued by CLIENT, the terms of these Standard Conditions shall prevail in the absence of CONSULTANT's express written agreement to the contrary.
15. **ASSIGNMENT: SUBCONTRACTING.** Neither CLIENT nor CONSULTANT shall assign any of its rights including a right to sue, or delegate its duties under this agreement without the written consent of the other.
16. **FORCE MAJEURE.** Any delay or default in the performance of any obligation of CONSULTANT under this agreement resulting from any cause(s) beyond CONSULTANT's reasonable control shall not be deemed a breach of this agreement. The occurrence of any such event shall suspend the obligations of CONSULTANT as long as performance is delayed or prevented thereby, and the fees due hereunder shall be equitably adjusted.
17. **MERGER: WAIVER: SURVIVAL.** This agreement constitutes the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations and/or agreements, written or oral. One or more waiver of any term, condition or other provision of this agreement by either party shall not be construed as a waiver of a subsequent breach of the same or any other provision. Any provision hereof which is legally deemed void or unenforceable shall not void this entire agreement and all other provisions shall survive and be enforceable.
18. **APPLICABLE LAW.** This agreement shall be interpreted and enforced according to the laws of the State of California. In the case of invalidity or unenforceability of any provision or portion thereof, the provision shall be rewritten and enforced to the maximum extent permitted by law to accomplish as near as possible the intent of the original provision. Nothing herein shall be construed to provide for indemnification against damages arising from a party's gross negligence or willful misconduct.



CH2MHILL

CH2M HILL
325 E. Hillcrest Drive,
Suite 125
Thousand Oaks, CA 91360
Tel 805-371-7817
Fax 805-371-7818

April 15, 2009

Kevin Walsh
Interim General Manager
Oceano Community Services District
P.O. Box 599
1655 Front Street
Oceano, CA 93475-0599

Subject: Grant and Loan Funding Advisory Services

Dear Kevin:

CH2M HILL is pleased to provide the Oceano Community Services District (District) with grant and loan funding advisory services. CH2M HILL seeks to assist the District in augmenting existing District revenues with alternative regional, state, and federal sources.

The CH2M HILL team possesses extensive grant and loan research and writing expertise on local, state, and federal levels (see attachment entitled "Grant Applications - Submitted by Kathy Caldwell). CH2M HILL understands existing and new grant and loan programs, program guidelines, and evaluation criteria. Importantly, CH2M HILL has strong, long-term working relationships with funding agency staff and is familiar with the processes, which would improve the chances that the District's projects proposed for funding receive full consideration. Kathy Caldwell will be the Project Manager.

Scope of Work

Federal Economic Recovery Stimulus Package - CH2M HILL will assist the District in identifying appropriate funding sources and approaches presented by the 2009 Economic Recovery Stimulus Package (American Recovery and Reinvestment Plan, S 336 - ARRP), and future Federal Stimulus money should it become available, that matches District project funding needs. CH2M HILL will provide follow-up to ARRP applications already submitted by the District to the California Department of Public Health for SRF funding. CH2M HILL will provide information that focuses on the funds disbursement process, pre-application or application requirements, potential grant to loan ratios, evaluation criteria, and timetables and deadlines.

CH2M HILL will provide the District with regular email updates (1 to 2 per month) from various sources including CH2M HILL staff in Washington D.C. and Sacramento on actions by federal and state agencies regarding the federal stimulus package funding opportunities,

Agenda 04 22 09 9.b.

workshops, program guidelines, and application packages. Email communications will be supplemented with telephone and conference call communications when appropriate.

Deliverable: Regular updates via email on 2009 economic stimulus package funding opportunities and future Federal Stimulus funding until state disbursement processes are established or until the budget for this work is exhausted.

Other Funding Sources - The CH2M HILL team will identify potential financial assistance sources including, the federal economic stimulus funding and funding from regional, state, and federal sources. The funding sources will be recorded on a Master Funding List with information including specific funding programs, sponsoring agencies, eligible project types, funds available, and other details such as deadlines, links to guidelines, matching funds required, maximum amounts, contact information, etc. The Master Funding List will be updated with new funding sources, when sources become available.

The CH2M HILL team will explore funding sources including the following:

- California Department of Public Health Safe Drinking Water State Revolving Fund
- California State Water Resources Control Board's State Revolving Fund, Wastewater Construction Program, Water Recycling Program, Watershed Protection Program, or Groundwater Improvement and Protections Program
- California Propositions 84 and 1E
- California Department of Water Resources Local Groundwater Assistance (AB 303) Program
- California State Energy Commission, Energy Grant Programs
- United States Bureau of Reclamation (USBR) Title XVI Program, Water Conservation Field Services Program, and Challenge Grant Program
- U. S. Department of Health Services, Homeland Security Grant Program, United States Army Corps of Engineers (future Water Resources Development Act)

CH2M HILL will advise the District on appropriate matches of eligible projects to available funding sources. Communications on this topic will be conducted by email, conference calls, or in-person. The regularity and form of communications will be determined by the client and guided by budget considerations.

Deliverables: Master Funding List to be delivered to client via email two weeks after Notice to Proceed. Master List will be updated and re-distributed to client when a significant amount of new information is available (approximately once per month until the budget for this work is exhausted).

Meeting with District Staff - CH2M HILL will be available to meet in-person with District staff to provide them with information and knowledge regarding funding sources and program updates. Potential topics at this meeting could include local/state/federal/private funding sources, objectives and requirement of each funding source, project types that would match funding sources, funding guidelines and evaluation criteria, stakeholder

involvement, keys to success, important dates and deadlines, contact information on CH2M HILL staff, and upcoming agency funding workshops.

Deliverable: One meeting two hours in length with District staff in Oceano to provide information on funding sources, to share information about potential projects and develop strategies for seeking funding.

Estimated Schedule and Budget

CH2M HILL estimates that we can complete our services within one year after receiving your notice to proceed. While the specific scope of services and tasks necessary to complete the work will vary based on funding agency requirements and other factors beyond our control, we estimate that we can complete the work for a not-to-exceed maximum budget of \$20,000. We will monitor our expenditures and alert you in advance if we anticipate reaching the budget ceiling. We will not continue work once the budget ceiling is reached without your written authorization to continue.

Authorization to Proceed

You can authorize us to proceed with this work by issuing us a purchase order or other contractual authorization referring to this letter. The contractual terms and conditions governing this work will be as agreed upon in the Professional Services Agreement between CH2M HILL and the District dated April 16, 2009 (copy attached).

If you have any questions or require further assistance, please contact Kathy Caldwell at 213-228-8235 or by e-mail at Kathy.Caldwell@CH2M.com. Thank you for this opportunity to be of continued service to the District and we look forward to hearing from you.

Sincerely,

CH2M HILL


Terry Foreman
Vice President

c: Kathy Caldwell/CH2M HILL



STANDARD AGREEMENT FOR PROFESSIONAL SERVICES

CH2M HILL'S OFFICE ADDRESS: 325 East Hillcrest Drive, Suite 125, Thousand Oaks, CA 91360

CH2M HILL'S PROJECT NO.: _____

PROJECT NAME: Oceano CSD Grant Funding Services

CLIENT: Oceano Community Services District

CLIENT'S ADDRESS: 1655 Front Street, Oceano, CA 93445

CLIENT requests and authorizes CH2M HILL, INC. (hereinafter "CH2M HILL") to perform the following Services:

Scope of Services

To provide the Oceano Community Services District (District) with grant and loan funding advisory services. CH2M HILL seeks to assist the District in augmenting existing District revenues with alternative regional, state, and federal sources.

CH2M HILL will assist the District in identifying appropriate funding sources and approaches presented by the 2009 Economic Recovery Stimulus Package (American Recovery and Reinvestment Plan, S 336 - ARRP), and future Federal Stimulus money should it become available, that matches District project funding needs.

The CH2M HILL team will identify potential financial assistance sources including funding from regional, state, and federal sources to be presented on a Master Funding List.

CH2M HILL will be available to meet in-person with District staff to provide them with information and knowledge regarding funding sources and program updates.

Compensation

Compensation by CLIENT to CH2M HILL will be on the basis of time and materials.

Budget: \$20,000.00 (not to exceed)

Other Terms

Services covered by this AGREEMENT will be performed in accordance with the Provisions and any attachments or schedules. This AGREEMENT supersedes all prior agreements and understandings and may only be changed by written amendment executed by both parties.

CLIENT:

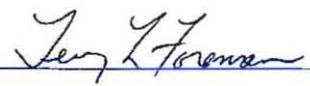
Signature _____

Name (printed) _____

Title _____

Date _____

CH2M HILL, INC.:

Signature 

Name (printed) Terry L. Foreman

Title Vice President

Date April 15, 2009

PROVISIONS

1. Authorization to Proceed

Execution of this AGREEMENT by CLIENT will be authorization for CH2M HILL to proceed with the Services, unless otherwise provided for in this AGREEMENT.

2. Salary Costs

CH2M HILL's and its affiliated companies' Salary Costs, when the basis of compensation, are the amount of wages or salaries paid CH2M HILL employees for work directly performed on the Project plus a percentage applied to all such wages or salaries to cover all payroll-related taxes, payments, premiums, and benefits.

3. Per Diem Rates

CH2M HILL's and its affiliated companies' Per Diem Rates, when the basis of compensation, are those hourly or daily rates charged for work performed on the Project by CH2M HILL employees. These rates are contained in the COMPENSATION section on Page 1 and are subject to a 4% annual calendar year escalation/adjustment.

4. Subcontracts and Direct Expenses

When Services are performed on a cost reimbursement basis, a markup of _____ percent will be applied to subcontracts and outside services and a markup of _____ percent will be applied to Direct Expenses. For purposes of this AGREEMENT, Direct Expenses are defined to include those necessary costs and charges incurred for the Project including, but not limited to: (1) the direct costs of transportation, meals, lodging, shipping, equipment and supplies; (2) CH2M HILL's current standard rate charges for direct use of CH2M HILL's vehicles, laboratory test and analysis, and certain field equipment; and (3) CH2M HILL's standard project charges for computing systems, and health and safety requirements of OSHA.

All sales, use, value added, business transfer, gross receipts, or other similar taxes will be added to CH2M HILL's compensation when invoicing CLIENT.

5. Cost Opinions

Any cost opinions or Project economic evaluations provided by CH2M HILL will be on a basis of experience and judgment, but, since CH2M HILL has no control over market conditions or bidding procedures, CH2M HILL cannot warrant that bids, ultimate construction cost, or Project economics will not vary from these opinions.

6. Standard of Care

The standard of care applicable to CH2M HILL's services will be the degree of skill and diligence normally employed by professional engineers or consultants performing the same or similar services at the time CH2M HILL's services are performed. CH2M HILL will re-perform any services not meeting this standard without additional compensation.

7. Termination

This AGREEMENT may be terminated for convenience on 30 days written notice or if either party fails substantially to perform through no fault of the other and does not commence correction of such nonperformance within 5 days of written notice and diligently complete the correction thereafter. On termination, CH2M HILL will be paid for all authorized work performed up to the termination date plus termination expenses, such as, but not limited to, reassignment of personnel, subcontract termination costs, and related closeout costs.

8. Payment to CH2M HILL

Monthly invoices will be issued by CH2M HILL for all Services performed under this AGREEMENT. CLIENT shall pay each invoice within 30 days. Interest at a rate of 1-1/2 percent per month will be charged on all past-due amounts.

In the event of a disputed billing, only that disputed portion will be withheld from payment, and the undisputed portion will be paid. CLIENT will exercise reasonableness in disputing any bill or

portion thereof. No interest will accrue on any disputed portion of the billing until mutually resolved.

9. Limitation of Liability

CH2M HILL's liability for CLIENT's damages will, in the aggregate, not exceed \$100,000. This Provision takes precedence over any conflicting Provision of this AGREEMENT or any document incorporated into it or referenced by it. In no event shall CH2M HILL, its affiliated corporations, officers, employees, or any of its subcontractors be liable for any incidental, indirect, special, punitive, economic or consequential damages, including but not limited to loss of revenue or profits, suffered or incurred by CLIENT or any of its agents, including other contractors engaged at the project site, as a result of this Agreement or CH2M HILL's performance or non-performance of services pursuant to this Agreement.

Limitations of liability provided herein will apply whether CH2M HILL's liability arises under breach of contract or warranty; tort, including negligence; strict liability; statutory liability; or any other cause of action, and shall include CH2M HILL's officers, affiliated corporations, employees, and subcontractors.

10. Severability and Survival

If any of the provisions contained in this AGREEMENT are held illegal, invalid or unenforceable, the other provisions shall remain in full effect. Limitations of liability shall survive termination of this AGREEMENT for any cause.

11. No Third Party Beneficiaries

This AGREEMENT gives no rights or benefits to anyone other than CLIENT and CH2M HILL and has no third party beneficiaries except as provided in Provision 10.

12. Materials and Samples

Any items, substances, materials, or samples removed from the Project site for testing, analysis, or other evaluation will be returned to the Project site unless agreed to otherwise. CLIENT recognizes and agrees that CH2M HILL is acting as a bailee and at no time assumes title to said items, substances, materials, or samples. CLIENT recognizes that CH2M HILL assumes no risk and/or liability for a waste or hazardous waste site originated by other than CH2M HILL.

13. Assignments

Neither party shall have the power to or will assign any of the duties or rights or any claim arising out of or related to this AGREEMENT, whether arising in tort, contract or otherwise, without the written consent of the other party. Any unauthorized assignment is void and unenforceable.

14. Integration

This AGREEMENT incorporates all previous communications and negotiations and constitutes the entire agreement of the parties. If CLIENT issues a Purchase Order in conjunction with performance of the Services, general or standard terms and conditions on the Purchase Order do not apply to this AGREEMENT.

15. Force Majeure

If performance of the Services is affected by causes beyond CH2M HILL's reasonable control, project schedule and compensation shall be equitably adjusted.

16. Dispute Resolution

The parties will use their best efforts to resolve amicably any dispute, including use of alternative dispute resolution options.

17. Changes

CLIENT may make or approve changes within the general Scope of Services in this AGREEMENT. If such changes affect CH2M HILL's cost of or time required for performance of the services, an equitable adjustment will be made through an amendment to this AGREEMENT.

Oceano CSD Grant Funding Services

Total Price Detail



Chargeable Tasks, All Budgets, without Budget Subtotals, without Period
Subtotals, without Estimating Frequency Subtotals

Description	Per Diem Code	Unit	Quantity	Rate	Price
Top Task 01 -					
Task 01.01 - Grant & Loan Funding					
Administrative/Accounting	19	HOURS	31	93.00	2,883.00
Associate Engineer/Scientist/Planner	7	HOURS	20	154.00	3,080.00
Senior Project Manager/Senior Technologist	4	HOURS	56	206.00	11,536.00
Technical Editor/Doc Pubs	7	HOURS	6	154.00	924.00
			Subtotal for Labor		18,423.00
			Subtotal for Labor and Overhead		18,423.00
Hotel/Meals		DOLLARS	340	1.00	340.00
Mileage		MILES	340	0.55	187.00
			Subtotal for Travel		527.00
			Subtotal for Costs		18,950.00
Markups on Travel					52.70
			Subtotal for Markups		52.70
Project Contingency					950.14
			Subtotal for Bottom Line Markups		950.14
			Subtotal for 01.01 - Grant & Loan Funding		19,952.84
			Subtotal for 01		19,952.84
			Grand Total		19,952.84

Grant Applications - Submitted by Kathy Caldwell

Agency	Project	Type of Grant	Award
Santa Barbara Countywide Integrated Regional Water Management Proposition 50, Round 2 Grant	15 integrated regional projects (types of projects include recycled water, infrastructure replacement and efficiency, ASR, environmental restoration and protection, wastewater treatment, flood protection, and drinking water treatment)	Proposition 50, Chapter 8 (2008)	\$25 million (SWRCB)
Eastern Municipal Water District	Perris Water Filtration Plant Expansion and State Water Project Pipeline Project	Proposition 50, Chapter 4b (2006)	\$12 million from Department of Health Services
West Basin Municipal Water District	Seawater Barrier Water Conservation Project	DWR Groundwater Storage Construction Grant (2003)	\$6.5 million
West Basin Municipal Water District	Restroom Retrofit Project	Proposition 50, Chapter 7 (2005)	\$294,824
Otay Water District	Recycled Water 30-Inch Transmission Line, 450-1 Reservoir, and 680-1 Pump Station	Proposition 50, Chapter 4 (2005)	\$4 million
Glendale Water Department	Chromium 6 Pilot Facilities Project	Proposition 50, Chapter 6b (2006)	\$2 million
Southern California Drinking Water Strategy Group/Mono Lake Committee	Southern California Regional Drinking Water Quality Plan (Metropolitan Water District of Southern California, San Diego County Water Authority, Mojave Water Agency, Inland Empire Utilities Agency /Chino Basin, Cucamonga Valley Water District, Los Angeles Department of Water and Power, Long Beach Water Department)	Prop 50, CALFED Drinking Water Quality Program (2004)	\$250,000
Crescenta Valley Water District	Emergency Water Supply Interconnection between Los Angeles Department of Water and Power, Coachella Valley Water District, and Foothill Municipal Water District Project	Proposition 50, Chapter 3, 2004 Ranked #2 on priority list	\$461,760
Crescenta Valley Water District	Verdugo Basin Geophysical Evaluation Project	Proposition 50, Chapter 8/AB 303 Local Groundwater Assistance Funds (2003)	\$150,000

Agency	Project	Type of Grant	Award
Crescenta Valley Water District	Verdugo Basin Recharge and Conjunctive Use Feasibility Study	AB 303 2002-03	\$250,000
Crescenta Valley Water District	Verdugo Basin Evaluation and Monitoring Wells	AB 303 2001-02	\$200,000
Long Beach Water Department	Long Beach Ocean Water Desalination Plant	Prop 13 – Qualified for Water Recycling Construction Program Priority Projects List (2002)	No grant amount awarded – this placed the agency on the priority list.
Long Beach Water Department	El Dorado Lake Recycling	Prop 13 – Qualified for Water Recycling Construction Program Priority Projects List (2002)	No grant amount awarded – this placed the agency on the priority list.
Long Beach Water Department	Recycling System Expansion	Prop 13 – Qualified for Water Recycling Construction Program Priority Projects List (2002)	No grant amount awarded – this placed the agency on the priority list.
Three Valleys Municipal Water District	Walnut Valley Water District Groundwater Infrastructure	Prop 13 grant through MWD – 2001	Application later withdrawn by agency
Three Valleys Municipal Water District	Spadra Basin Injection/Extraction Well	Prop 13 grant through MWD – 2001	Application later withdrawn by agency.
Three Valleys Municipal Water District	Live Oak Basin Pilot Project – infrastructure for groundwater project	Prop 13 grant through MWD – 2001	Application later withdrawn by agency.
Monte Vista Water District	System Vulnerability Assessment	Environmental Protection Agency – 2002	\$150,000
Water Facilities Authority	System Vulnerability Assessment	Environmental Protection Agency – 2002	Approximately. \$150,000
Long Beach Water Department	System Vulnerability Assessment	Environmental Protection Agency – 2002	Approximately. \$150,000
City of Torrance	System Vulnerability Assessment	Environmental Protection Agency – 2002	Approximately. \$150,000
Glendale Water & Power	System Vulnerability Assessment	Environmental Protection Agency – 2002	Approximately. \$150,000

Randall Funding & Development, Inc.

Strengthening
Communities Together

Contents

1. Foreward
2. About Randall Funding
3. GrantsMatch Search Engine
4. Grant Writing Process
5. Awards
6. Company Biography
7. Pricing
8. References

Appendix

1. Insurance Certificate

Submitted By

Randall Funding & Development, Inc.
6400 Hollis Street, Suite 2
Emeryville, CA 94608

Contact: Daniel J. Randall
Title: Chairman & CEO

Phone: 510-985-8410
Fax: 510-428-9209

Website:
www.randallddevelopment.com

Response to:
Kevin Walsh
Interim General Manager
The Oceano Community Services
District

Grant Writing/Research

Date of Submission

04/02/09 at 9:00 a.m. local time

Agenda 04 20 09 9.b.

Randall Funding & Development, Inc.

6400 Hollis Street, Suite 2 Emeryville, California 94608
Telephone 510.985.8410 Fax 510.428.9209

ABOUT RANDALL FUNDING

Randall Funding & Development, Inc. was founded in 2001 and has since grown into one of the largest and most successful grant writing/research firms in the United States. The company's corporate headquarters are located in Emeryville, California. Randall Funding has extensive experience researching, identifying and preparing all types of federal, state, corporate and foundation grant applications. In the past seven years, the company has procured more than \$500 million for its clients.

Critical to any grant writing service is the ability to quickly identify and sort through thousands of grant opportunities. That is why Randall Funding has spent several years developing its GrantsMatch search engine. Type in the keyword "education" and the system will automatically display education-related funding opportunities translated into an understandable and easy-to-use format. The system is updated daily by members of our research department and currently contains more than 3,000 funding opportunities.

Our funding advisors add another layer of professional support to the grant writing process. Whether it is preparing an initial onsite needs assessment, technical reviews of grant applications, or identifying the types of matching fund and corporate sponsorship opportunities available, Randall Funding is a full-service operation. Each grant application is reviewed by a separate team of advisors. These reviews range from narrative content to individual requirements of each grant application such as the format of appendixes and even such mundane issues as presentation, spacing, and delivery requirements.

Our team of writers is also unparalleled in the industry. Many have doctorate degrees and average 10 years of experience. Moreover, they work directly with everyone involved in the process of putting together a grant application and know all the pitfalls involved. We prepare hundreds of grant applications on an annual basis. The company's in-house grant-writing manual with everything from how to manage timelines to organizing disparate elements of each grant application is the result of years of experience. We also provide grant writing seminars upon request. These seminars are extremely useful to anyone new to the grant writing process or interested in improving their grant writing skills.

The company's website www.randallddevelopment.com is an additional interactive tool providing timely information. The firm is flexible and fast-paced. We can write grants on a "one-off basis," establish or work in conjunction with other grant writers, or provide answers to commonly asked questions that arise from the grant-writing process. We strive to provide the ultimate in client satisfaction. Our record of award-winning grants is both broad-based and verifiable.

GRANT WRITING PROCESS

Randall Funding has a tested grant writing process. All writers are assigned based on their ability and experience, and are supervised by both a manager and funding advisor. Such oversight ensures that the timeline is followed throughout the process. This is a key factor in preparing a quality grant application. In the past, a 90-day response time was considered the average turnaround. Now complete applications are frequently requested within 45 days from the grant announcement and some even come with tighter, 30-day limits. This makes following an established grant writing procedure essential.

The first step is the **grant proposal development**. After a grant has been identified and validated as being an appropriate funding source a copy of the RFP or announcement is provided to the client. Next a funding advisor from Randall Funding will contact the client to discuss the terms and conditions of the grant to make sure all parties understand the financial and program requirements. If matching funds are required (either cash or in-kind) we provide guidance on how to best obtain these funds. Following these discussions, if the client wishes to move forward with the grant, a letter is sent to Randall Funding authorizing us to begin work.

Within 48 hours of receiving authorization to begin work on a grant application a program design meeting will be scheduled. The **program design process** begins with answers to preliminary questions the client might have and, if necessary, our research staff will be brought in to provide additional information. The writer assigned to the project will have already analyzed the grant requirements and prepared strategies to guide the design process prior to the initial meeting. Randall Funding will present a list of basic information required to complete the grant application, including but not limited to contact names and addresses, statistical data, and planning reports. We will also work to create a preliminary budget plan that can be refined as work on the grant proceeds.

Our writing process provides for **continued coordination** among all parties involved to ensure we are accurately portraying the program for which funding is requested. In addition, the following company guidelines are vigorously adhered to:

- In depth understanding of the evaluation process: In addition to shorter response times, many funders are placing a greater emphasis on accountability. In other words, the evaluation component of most grant applications is required to be extremely clear and concise. We are experts at this complex requirement.
- Consistent approach: All of our writers follow a consistent methodology throughout the grant writing process. This ensures that no important steps are missed and yields long-term relationships based on successful grant applications.
- Efficient use of time: Time is of the essence throughout the proposal development and our writers will not take up staff time with questions that can be found through simple research (population, structure of local government, etc.).

GRANT AWARDS

In the past seven years, Randall Funding has helped raise more than \$500 million for its clients from various federal, state, corporate and foundation agencies. Provided below is a partial list of successful grant applications prepared by our staff.

Education:

Transition to Teaching	\$1,596,755	Tobacco Use Prevention	\$465,129
Character Education	\$2,292,804	Cesar Chavez After School	\$125,800
Smaller Learning Communities	\$6,803,780	Youth Mentoring	\$597,946
School Health	\$450,000	Early Reading First	\$1,630,058

Environmental:

Solar City Initiative	\$399,556	Great Outdoors	\$450,000
Lead-Based Paint Control	\$3,416,713	Land & Water Use	\$200,000
Urban Forests	\$56,900	Pesticide Misuse	\$34,607
Hazardous Waste Removal	\$200,000	Pedestrian/Bicycle Safety	\$800,000

Justice:

Adult Drug Court	\$300,000	Justice Assistance	\$477,541
Weed & Seed	\$250,000	Drug Free Communities	\$399,676
Transitional Housing	\$875,000	Life Skills for Prisoners	\$455,898
Battered Women's Shelter	\$1,100,000	Domestic Violence	\$255,000

Public Safety:

Safe Routes to School	\$328,500	Edward Byrne Memorial	\$342,052
Universal Hiring	\$1,500,000	Interop Communications	\$2,700,000
Assistance to Firefighters	\$177,468	HIV Prevention	\$1,217,600
Homeland Security	\$322,468	Fire Prevention & Safety	\$913,632

Miscellaneous:

National Leadership	\$960,595	Refugee Families	\$9,930
Rubberized Asphalt	\$20,660	Language Preservation	\$447,888
Golf: Good of the Game	\$15,000	Advanced Nursing	\$689,746
Homeless Veterans	\$876,000	Continuum of Care	\$516,592

PRICING

Our pricing is quoted at:

1. Monthly Research Fee: \$300 per month. Includes Provision of GrantsMatch Software.
2. Grant Writing Fee: \$2,500 per grant written.
3. Award Bonus: A flat \$1,500 for any we write and win in excess of \$100,000.

Our contracts are all based on 30 days termination without cause. This means that our contract is effectively a 30 day to 30 day contract.

We further provide one free grant seminar on any subject involving grant writing/research, grants management, single audit, etc.

* Please note: There is an award bonus of \$1,500 for any successful grant application prepared by Randall Funding. The company shares this bonus with its writers, which allows for both the attraction and retention of the best and most qualified grant writers nationwide.

Dan Randall
CEO
Randall Funding & Development, Inc.

Date : 04/02/09

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3 B. The principal representative of Contractor shall be:

4
5 Daniel J. Randall, Chairman
6 Randall Funding & Development, Inc.
7 6400 Hollis Street, Suite 2
8 Emeryville, CA 94608
9

10 C. Formal notices, demands and communications to be given hereunder by
11 either party shall be made in writing by personal delivery or mail,
12 registered or certified, postage prepaid.
13

14 D. If either party changes its representative or the address at which to receive
15 notice, demand or communication hereunder, it shall give notice of such
16 change within five (5) working days of said change. (Working days shall
17 be defined as Monday through Friday for purposes of this Agreement.)
18

19 **III. Objective**
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21 A. The objective of this Agreement is for Contractor to identify and procure
22 funding for the District.
23

24 **IV. Description of Work**
25

26 District hereby engages Contractor, and Contractor accepts such engagement, to
27 perform the services set forth in the "Scope of Services" in Section V below.
28 Contractor shall perform and complete, in a manner satisfactory to District, all
29 work and services described herein. District Representative, or the
30 Representative's designee, shall have the right to review and inspect the work
31 during the course of its performance at such times as may be specified by the
32 Representative.
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34 **V. Scope of Services**
35

36 **A. General Description**
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38 Contractor agrees to provide grant writing and funding services on behalf
39 of the District. Contractor agrees to provide any and all services required
40 to effectively achieve the objective of this Agreement. Any work
41 conducted outside the scope of this Agreement is subject to additional fees
42 and no such additional work shall be undertaken except pursuant to an
43 amendment to this Agreement signed by both parties.
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1 distributed in any way. Any modification of the materials or use of
2 the materials for any other purpose is a violation of Contractor's
3 copyright and other proprietary rights. The use of any such
4 material on any other web site or computer network without
5 Contractor's written consent is strictly prohibited. User use of the
6 trademarks, service marks and trade names on this web site in any
7 manner other than as authorized in these terms and conditions, or
8 as authorized in writing by Contractor, is strictly prohibited.
9

10 **3. Downloaded Software**

11 If User downloads software from this website, the software and all
12 files, images and data relating to the software will be licensed to
13 User by Contractor. User does not own the downloaded software,
14 and Contractor does not transfer ownership of the Software to
15 User. Contractor retains full ownership of and title to the
16 downloaded software and all intellectual property rights related to
17 the software. User may not redistribute, sell, decompile, reverse
18 engineer, disassemble, or otherwise reduce the software to a
19 human-perceivable form. Software that is downloaded from this
20 web site is subject to United States export control laws. If User
21 downloads software from this web site, User represents and
22 warrants to Contractor that User is not acting in violation of those
23 laws.
24

25 **4. Submissions**

26 All comments, suggestions, graphics, ideas (including product and
27 advertising ideas), and other information or materials User submits
28 to Contractor through this web site will become and remain the
29 exclusive property of Contractor, including any future rights
30 associated with such submissions, even if these Terms of Use are
31 later modified or terminated. This means that User disclaims any
32 proprietary rights in such submissions, and User acknowledges
33 Contractor's unrestricted right to use them (or materials or ideas
34 similar to them) in any medium, now and in the future, without
35 notice, compensation or other obligation to User or any other
36 person. It also means Contractor has no obligation to keep Users
37 submissions confidential.
38

39 **5. Geographic Scope of Site**

40 Contractor controls and operates this web site from within the
41 United States of America. Unless otherwise specified on or by this
42 web site, this web site is intended to promote only those Contractor
43 products that are sold by Contractor in the United States and its
44 territories, and Contractor makes no representation that the
45 materials in this web site or the products described thereby are
46 appropriate or available for use in other locations. All visitors to

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7. Operation of the Web Site - Disclaimer

Contractor endeavors to maintain the GrantsMatch web site and its operation, but is not, and cannot be, responsible for the results of any defects that may exist in the web site or its operation. As to the operation of the web site, Contractor expressly disclaims all warranties of any kind, whether express or implied, including, but not limited to all implied warranties of merchantability or fitness for a particular purpose, title and non-infringement. Contractor makes no warranty that (i) the operation of the web site will meet the user's requirements; (ii) access to the web site will be uninterrupted, timely, secure, free of viruses, worms, trojan horses or other harmful components, or free of defects or errors; (iii) the results that may be obtained from the use of the web site will be accurate or reliable; or (iv) defects will be corrected. User (and not Contractor) assumes the entire cost of all servicing, repair, or correction that may be necessary for User's computer equipment and software as a result of any viruses, errors or any other problems whatsoever User may have as a result of visiting this web site.

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8. Limitation of Liability

Under no circumstances shall Contractor be liable for any damages or injury, including any direct, special, incidental, consequential, punitive or other damages, that may result from the use of, or the inability to use, the GrantsMatch web site or any materials in this site, whether in an action of contract, negligence or other tortious action, arising out of or in connection with the use or performance of the website or information available in the web site. Contractor shall not be liable even if Contractor or a Contractor authorized representative has been advised of the possibility of such damages. These include but are not limited to damages or injury caused by error, omission, interruption, defect, failure of performance, delay in operation or transmission, line failure or computer virus, worm, trojan horse or other harmful component.

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9. Limitations as to Paragraphs 8, 9 and 10

Applicable law may not allow the exclusion of certain warranties or the limitation or exclusion of liability for incidental or consequential damages. Accordingly, some of the above limitations or exclusions may not apply to User. However, in no event shall Contractor's total liability to User for damages, losses, and causes of action (whether in contract, or including, but not limited to, negligence, or otherwise) exceed the amount paid by User, if any, for accessing this site.

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F. Information Provision

1. As soon as possible, and in all cases prior to District’s authorization to prepare an application for funding, Contractor shall notify District of the amount of matching funds, if any, which may be required from the District in order to qualify for an award of funding, or which may be required to complete tasks identified in the objectives of a specific application.
2. The parties shall discuss the potential funding sources and identify sources of particular interest to the District.
3. Upon written request, Contractor shall provide a copy of the Request for Proposal (“RFP”) for each funding source specified by District , such copy to be provided within five (5) working days of request and subject to the availability of the RFP.

G. Conditions of RFPs

1. District understands that the RFPs contain all conditions, regulations, and requirements associated with the grant for use of any funds awarded by the funding source. District accepts responsibility for understanding the terms and conditions and for complying with said terms and conditions.

H. Authorization of Proposals Identified

1. Following District’s review, and before Contractor prepares any application, District shall authorize Contractor in writing to prepare and submit such application. District shall have the right to review and approve any application that Contractor prepares.
2. Both parties agree that if in Contractor’s professional opinion District does not meet basic program eligibility requirements or does not have in place required program prerequisites for a specific application, Contractor retains the right to decline to pursue that application. In that event, District may pursue the application using its own resources or a consultant of its choosing.

1 **J. Grant Writing**

- 2
- 3 1. Contractor shall be responsible to write grant applications and
- 4 letters of interest identified by, and in cooperation with the District.
- 5
- 6 2. Contractor shall be responsible to prepare and submit claims for
- 7 entitlement/reimbursement programs identified by, and in
- 8 cooperation with the District.
- 9
- 10 3. Contractor shall review all potential funding opportunities with the
- 11 District and will receive written approval to submit applications
- 12 from the District prior to any solicitation efforts by Contractor.
- 13
- 14 4. As Contractor requests requisite supporting information from the
- 15 District, the District shall use its best efforts to provide requested
- 16 materials within seven (7) working days, or within such other time
- 17 mutually agreed upon by both parties.
- 18

19 **VI. Compensation, Costs, and Method of Payment**

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21 **A. Payment Schedule**

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- 23
- 24 1. Initial Funding Needs Assessment Fee of \$ -0-. Payment shall be
- 25 due within thirty (30) days from the date of the Onsite Funding
- 26 Needs Assessment to be conducted by Contractor at the time and
- 27 place as determined and mutually agreed upon by both parties.
- 28
- 29 2. \$300 per month for twenty-four (24) months. First monthly
- 30 payment shall be due thirty (30) days from execution of this
- 31 Agreement and subsequent monthly payments will be due every
- 32 thirty (30) days.
- 33
- 34 3. \$2,500 per grant as authorized in writing by the District.
- 35 Contractor shall price each grant within twenty-four (24) hours of
- 36 request by the District.
- 37
- 38 4. Bonus Fee of \$1,500 per grant funded. This bonus fee shall only
- 39 apply to those grants prepared and submitted by Contractor as
- 40 authorized by the District and for award amounts greater than
- 41 \$100,000.
- 42
- 43 5. Both District and Contractor understand and acknowledge that
- 44 with exception to evaluation fees, any grant funds District receives
- 45 cannot and will not be used to pay Contractor any fees or other
- 46 amounts under this Agreement.

1 to any benefits typically associated with employee status, such as health
2 insurance, sick leave or vacation benefits.

3
4 **E. Reporting of Activities**

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6 Contractor shall provide District monthly written reports documenting all
7 efforts undertaken that month, including but not limited to grants targeted,
8 actual grants and other funding sources solicited, and grants received.
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10 **VIII. Obligations of District**

11
12 **A. Cooperation of District Staff, Agents, Employees and Sub-**
13 **Contractors**

- 14
15 1. District agrees to comply with all reasonable requests of
16 Contractor and to provide access to pertinent documents necessary
17 for Contractor to provide services under this Agreement.
18
19 2. Such pertinent documents include but are not limited to budget
20 information, previously written proposals, background, research
21 and other source documents, demographic data, and review of
22 proposal drafts.
23
24 3. District understands the services offered and described in this
25 Agreement are time-sensitive, and District will comply with all
26 Contractor's informational requests by ensuring Contractor
27 receives all reasonable requests for information within the time
28 period, as specified in this Agreement.
29
30 4. District shall notify Contractor within three (3) working days from
31 receipt of notification of grant award, grant rejection, or a request
32 for more information that is received by District from the funding
33 agency. Whenever possible, District agrees to provide Contractor
34 with copies of any letters, faxes or other notification of any grant
35 award or rejection received from the funding agency.
36

37 **B. Place of Work**

38
39 District does not guarantee Contractor's personnel a place of work for
40 work on authorized applications. However, District may provide
41 temporary workspace for Contractor's personnel for work gathering
42 pertinent data for authorized applications.
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1 orientation, marital status, medical condition, national origin, physical or
2 mental disability, race, or religion.

3
4 **E. Recommendations**

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6 Both parties understand that Contractor may recommend vendors,
7 methodologies and other related matters during the course of this
8 Agreement. Both parties agree that such recommendations are based
9 solely on its knowledge or evaluations derived from its Contractor
10 experience. District accepts full responsibility for accepting or rejecting
11 such recommendations throughout the grant application and award
12 process, and shall only take such action having independently verified the
13 appropriateness of such vendors, methodologies or other matters for its
14 own needs.

15
16 **F. Independent Contractor**

- 17
18 1. All acts of Contractor, its agents, officers, subcontractors or
19 employees and all others acting on behalf of Contractor relating to
20 the performance of this Agreement, shall be that of independent
21 Contractors and not of agents, officers, subcontractors or
22 employees of District. This Agreement confers on Contractor no
23 authority to bind or obligate District. Contractor has no authority
24 or responsibility to exercise any rights or power vested in District.
25 Both District and Contractor understand that this Agreement shall
26 not under any circumstances be construed or be deemed to create
27 an employer-employee relationship or joint venture.
28
29 2. Contractor, its agents, officers, subcontractors and employees shall
30 represent and conduct themselves as independent Contractors and
31 not as employees of District at all times during the term of this
32 Agreement.
33
34 3. As an independent Contractor, Contractor hereby indemnifies and
35 holds District harmless from any and all claims that may be made
36 against District based on any other party's contention that an
37 employer-employee relationship exists by reason of this
38 Agreement.

39
40 **G. Exclusivity**

- 41
42 1. Contractor retains the right to provide services for others during
43 the term of this Agreement and is not required to devote services
44 exclusively to District.
45

1 become due to Contractor or successor or on any obligations
2 hereunder.

- 3
4 3. Contractor warrants that it has not paid or given, and will not pay
5 or give, any third person any money or other consideration for
6 obtaining this Agreement.
7
8 4. No member, official, or employee of District shall have any
9 personal interest, direct or indirect, in this Agreement, nor shall
10 any such member, official, or employee participate in any decision
11 hereunder which affects their personal interests, or the interests of
12 any corporation, partnership or association in which they are
13 directly or indirectly interested.
14

15 **J. Assignment**

16
17 Neither this Agreement nor any portion thereof may be assigned without
18 the express prior written consent of District. District understands and
19 agrees that Contractor uses and has maintained relationships with
20 subcontractors who perform research and writing services.
21

22
23 **K. Waiver**

24
25 If any party waives any breach of any provision of this Agreement, such
26 waiver shall be in writing and shall not operate or be construed as a waiver
27 of any other provision or subsequent breach of this Agreement unless so
28 specified in such waiver.
29

30 **L. Headings Not Controlling**

31
32 Headings used in this Agreement are for reference purposes only and shall
33 not be considered in construing this Agreement.
34

35 **M. Insurance**

- 36
37 1. Contractor shall provide, at its own expense, and maintain at all
38 times the following insurance, with an insurance company rated A
39 or better, and shall furnish original certificates and amendatory
40 endorsements affecting coverage.
41
42 a. Workers' Compensation
43
44 (i) Workers' Compensation coverage shall be
45 maintained as required by law, including

1
2 2. Contractor shall furnish to the District, Certificate of Insurance
3 showing all the coverages listed in Section IX.M.1 of this
4 Agreement, and with respect to the Comprehensive General and
5 Automobile Liability, showing District named as an additional
6 insured.
7

8 **N. Non-Liability of Officials and Employees of District**
9

10 No member, official, or employee of District or District shall be
11 personally liable to Contractor or any successor in interest, in the event of
12 any default or breach by District or for any amount which may become
13 due to Contractor, its successors, or on any obligations under the terms of
14 this Agreement.
15

16 **O. Governing Law**
17

18 This Agreement shall be governed by the laws of the State of California.
19

20 **P. Hold Harmless and Indemnification**
21

22 The parties agree to the following hold harmless agreement:
23

24 Contractor shall defend, indemnify and hold harmless the District, its
25 officers, officials, employees and agents from and against all losses,
26 claims, demands, payments, suits, actions, recoveries and judgments of
27 every nature and description brought, threatened or recoverable against it
28 or them by reason of any negligent or willful act of Contractor, its agents
29 or employees during the term of this Agreement, whether or not there is
30 concurrent negligence on the part of District, but excluding liability due to
31 the active negligence or willful misconduct of District .
32

33 **Q. Effective Date**
34

35 Unless otherwise specified herein, this Agreement shall become effective
36 as of the date on which the last of the parties, whether District or
37 Contractor, executes it.
38

39 **R. Termination**
40

41 The District, upon thirty (90) days written notice, may terminate this
42 Contract, without cause, at any time. In the event of such termination,
43 Consultant shall be compensated for non-disputed fees under the terms of
44 this Contract.
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X. Signatures:

Oceano Community Services District

Randall Funding & Development, Inc.
6400 Hollis Street, Suite # 2
Emeryville, CA 94608

By: _____
District Representative

By: Daniel J. Randall, Chairman

Signature

Signature

Date of Execution

Date of Execution

Attest to Legal Form

District Attorney

CK.#	LAST NAME	F M	REGULAR	O.T.	OTHER	AUTO/BUS	GROSS	NET PAY
48999	WALSH	K F	2355.75	.00	332.50	150.00	2838.25	2221.73
49000	DAVIS	G M	2411.76	.00	241.18	.00	2652.94	.00
49001	WINTER	L D	2000.56	.00	.00	.00	2000.56	.00
49002	SANCHEZ	L D	1360.41	.00	.00	.00	1360.41	.00
49003	GUARDADO	M F	1029.55	.00	.00	.00	1029.55	.00
49004	DAVIS	P F	2566.64	.00	.00	.00	2566.64	.00
49005	TORRES	M F	1971.04	166.31	.00	.00	2137.35	.00
49006	SILVEIRA	D F	1674.94	125.62	.00	.00	1800.58	.00
49007	LANGSTAFF	M D	1597.36	239.61	.00	.00	1836.97	.00
49008	GARCIA	P G	.00	.00	63.55	.00	63.55	.00
49009	KALATA	M L	1044.00	.00	.00	.00	1044.00	.00
49010	WATHEN	M L	770.00	.00	.00	.00	770.00	.00
49011	SCHMIDT	M M	583.00	.00	.00	.00	583.00	.00
49012	CORSIGLIA	M L	531.00	.00	.00	.00	531.00	.00
49013	LANE	M L	165.00	.00	.00	.00	165.00	.00
49014	WALTON	M L	264.00	.00	.00	.00	264.00	224.69
49015	BRAMLETTE	M M	120.00	.00	.00	.00	120.00	.00
49016	LEATHERS	M M	2448.77	.00	.00	.00	2448.77	.00
49017	BOVA	M M	2288.31	.00	.00	.00	2288.31	.00
49018	RODLIN	M M	576.00	.00	.00	.00	576.00	.00
49019	ANGELLO	M D	2396.67	1014.54	.00	.00	3411.21	.00
			26164.78	1546.08	637.23	150.00	30518.09	2446.42

21 RECORDS PROCESSED

PAYROLL FOR THE PAY PERIOD ENDING 03 28 2009 (PR0401)

P/R DATE 3/28/09
CHK DATE 4/03/09

OCEANO COMMUNITY SERVICES DISTRICT
DIRECT DEPOSIT LIST

RUN: 4/
17:

EMP#	NAME	DEDUCTION	DATE	CHECK#	
1-2:00	DAVIS, GINA A	1,913.69	4/03/09	49000	
1-2:20	WINTER, CINDY J	1,273.92	4/03/09	49001	
1-2206	REA, GINA J	.00	4/03/09		NO
1-2207	SUMPTER, HEATHER M	.00	4/03/09		NO
2-3:00	DAVIS, PHILIP T	1,848.05	4/03/09	49004	
2-3:50	TORRES, MAXIMIANO A	1,822.33	4/03/09	49005	
2-3:82	SILVEIRA, DANIEL P	1,166.57	4/03/09	49006	
2-3:94	LANGSTAFF, STEVEN A	1,397.30	4/03/09	49007	
U-4881	LEATHERS, BRIAN W	.00	4/03/09		NO
U-4891	BOVA, JOHN M	.00	4/03/09		NO
U-4908	RODLIN, JIM M	.00	4/03/09		NO
U-4931	ANGELLO, CRAIG A	.00	4/03/09		NO
U-4954	GARCIA, GULHARO	52.99	4/03/09	49008	
U-4956	KALATA, PAUL J	765.35	4/03/09	49009	
U-4968	MCTIGUE, BRET H	.00	4/03/09		NO
U-4972	CIECEK, DANIEL C	.00	4/03/09		NO
U-4973	FUKUHARA, BRIAN R	.00	4/03/09		NO
U-4977	WATHEN, SHAUN C	626.50	4/03/09	49010	
U-4979	SCHMIDT, MICHAEL E	495.05	4/03/09	49011	
U-4981	CORSIGLIA, SCOTT L	422.34	4/03/09	49012	
U-4982	LANE, JEFFREY R	145.56	4/03/09	49013	
U-4881	LEATHERS, BRIAN W	1,920.99	4/03/09	49016	
U-4891	BOVA, JOHN M	1,691.66	4/03/09	49017	
U-4908	RODLIN, JIM M	493.25	4/03/09	49018	
U-4931	ANGELLO, CRAIG A	2,753.67	4/03/09	49019	
U-4972	CIECEK, DANIEL C	.00	4/03/09		NO
U-4973	FUKUHARA, BRIAN R	.00	4/03/09		NO
U-4988	BENNET, IAN M	.00	4/03/09		NO
1-2208	SANCHEZ, CASSEY D	964.57	4/03/09	49002	
1-4994	DAVIS, JASON B	.00	4/03/09		NO
1-2209	GUARDADO, ESTHER L	907.37	4/03/09	49003	
U-4996	BRAMLETTE, JUSTIN M	109.50	4/03/09	49015	

32 -EMPS CODED FOR DIRDEP
19 -EMPS WITH DEDUCTION

20,770.66 TOTAL DIRECT DEPOSIT

CK:#	LAST NAME	F M	REGULAR	O.T.	OTHER	AUTO/BUS	GROSS	NET PAY
49058	WALSH	K D	883.41	.00	332.50	150.00	1365.91	1243.68
49059	DAVIS	G C	2411.76	.00	241.18	.00	2652.94	.00
49060	WINTER	J U	1931.79	.00	.00	.00	1931.79	.00
49061	SANCHEZ	E D	1364.73	.00	.00	.00	1364.73	.00
49062	GUARDADO	L L	954.94	.00	.00	.00	954.94	.00
49063	DAVIS	P T	2566.64	.00	.00	.00	2566.64	.00
49064	TORRES	M A	1971.04	406.53	.00	.00	2377.57	.00
49065	SILVEIRA	D P	1674.96	314.06	.00	.00	1989.02	.00
49066	LANGSTAFF	S A	1597.36	.00	.00	.00	1597.36	.00
49067	GARCIA	C	.00	.00	63.55	.00	63.55	.00
49068	KALATA	P L	468.00	.00	.00	.00	468.00	.00
49069	WATHEN	S L	1419.00	.00	.00	.00	1419.00	.00
49070	STEELE	A L	275.00	.00	.00	.00	275.00	250.93
49071	SCHMIDT	M L	110.00	.00	.00	.00	110.00	.00
49072	CORSIGLIA	S L	33.00	.00	.00	.00	33.00	.00
49073	WALTON	H L	132.00	.00	.00	.00	132.00	120.46
49074	BENNET	L E	720.00	.00	.00	.00	720.00	.00
49075	LEATHERS	B A	2471.70	.00	.00	.00	2471.70	.00
49076	BOVA	J M	2700.93	1065.94	.00	.00	3766.87	.00
49077	RODLIN	L M	804.00	.00	.00	.00	804.00	.00
49078	ANGELLO	A	2549.39	.00	.00	.00	2549.39	.00
			27039.65	1786.53	637.23	150.00	29613.41	1615.07 *

21 RECORDS PROCESSED

PAYROLL FOR THE PAY PERIOD ENDING 04 11 2009 (PR0408)

P/R DATE 4/11/09
CHK DATE 4/17/09

OCEANO COMMUNITY SERVICES DISTRICT
DIRECT DEPOSIT LIST

RUN: 1

EMP#	NAME	DEDUCTION	DATE	CHECK#
1-2100	DAVIS, GINA A	1,956.49	4/17/09	49059
1-2120	WINTER, CINDY J	1,096.50	4/17/09	49060
1-2206	REA, GINA J	.00	4/17/09	
1-2207	SUMPTER, HEATHER M	.00	4/17/09	
2-3100	DAVIS, PHILIP T	1,878.53	4/17/09	49063
2-3150	TORRES, MAXIMIANO A	2,223.75	4/17/09	49064
2-3182	SILVEIRA, DANIEL P	1,345.17	4/17/09	49065
2-3194	LANGSTAFF, STEVEN A	1,240.97	4/17/09	49066
4001	LEATHERS, BRIAN W	.00	4/17/09	
4091	BOVA, JOHN M	.00	4/17/09	
4008	RODLIN, JIM M	.00	4/17/09	
4031	ANGELLO, CRAIG A	.00	4/17/09	
4054	GARCIA, GULNARO	52.99	4/17/09	49067
4056	KALATA, PAUL J	332.04	4/17/09	49068
4068	MCTIGUE, BRET H	.00	4/17/09	
4072	CISCEK, DANIEL C	.00	4/17/09	
4073	FUKUHARA, BRIAN R	.00	4/17/09	
4077	WATHEN, SHAUN C	1,109.30	4/17/09	49069
4079	SCHMIDT, MICHAEL E	95.37	4/17/09	49071
4081	CORSIGLIA, SCOTT L	2.61	4/17/09	49072
4082	LANE, JEFFREY R	.00	4/17/09	
25-4081	LEATHERS, BRIAN W	1,961.75	4/17/09	49075
25-4091	BOVA, JOHN M	2,622.42	4/17/09	49076
25-4008	RODLIN, JIM M	693.94	4/17/09	49077
25-4031	ANGELLO, CRAIG A	1,906.21	4/17/09	49078
25-4072	CISCEK, DANIEL C	.00	4/17/09	
25-4073	FUKUHARA, BRIAN R	.00	4/17/09	
5-4088	BENNET, IAN M	587.82	4/17/09	49074
1-2208	SANCHEZ, CASSEY D	998.81	4/17/09	49061
5-4094	DAVIS, JASON B	.00	4/17/09	
1-2209	GUARDADO, ESTHER L	868.01	4/17/09	49062
5-4096	BRAMLETTE, JUSTIN M	.00	4/17/09	

32 -EMPS CODED FOR DIRDEP 20,973.08 TOTAL DIRECT DEPOSIT
18 -EMPS WITH DEDUCTION

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PAYEE	VEND.NO.	CHECK DATE	CHECK #	CHECK AMT	PREPAID
WALLACE GROUP	35541	41709	49084	108515.40	0
PACIFIC GAS & ELECTRIC	244533	41709	49082	5838.51	0
J.B. DEWAR, INC.	111530	41709	49080	244.49	0
CA RURAL WATER ASSOCIATION	53860	41709	49079	125.00	0
MISSION LINEN SUPPLY	21186	41709	49081	65.67	0
CALFIRE/SLO CO FIRE DEPT	28617	41709	49083	50.00	0
				114899.07	*

6 RECORDS PROCESSED

PAYEE	DETAIL OF DEMANDS	VEND. NO.	INV. NO.	ACCOUNT	DEPT NAME	CHECK NO.	CHECK AMOUNT	JOB/PROJECT	KEY #
REG: TORRES CA RURAL WATER ASSOCIATION		05360	052809 SLO	02-4400-285	WATER	049079	125.00 125.00	315060285	270
03/31 FUEL 30009			995449	03-4500-172	SEWER		65.34	50980172	280
03/31 FUEL 30017			995449	03-4500-172	SEWER		61.06	51780172	290
03/31 FUEL 30015			995449	02-4400-172	WATER		56.23	41580172	300
03/31 FUEL 30016			995449	02-4400-172	WATER		61.86	41680172	310
J.B. DEWAR, INC.		11150				049080	244.49		
03/09 CLOTHING/TOWELS BAL MISSION LINEN SUPPLY		DUE 21186	110099	02-4400-100	WATER	049081	65.67 65.67		320
03/20 ST LIGHTS			61580090002	01-4195-295	LIGHTING D		565.62		340
03/20 ST LIGHTS			61580090004	01-4195-295	LIGHTING D		491.35		350
03/20 ST LIGHTS			61580090008	01-4195-295	LIGHTING D		235.37		360
03/20 ST LIGHTS			61580090014	01-4195-295	LIGHTING D		720.29		370
03/20 ST LIGHTS			61580090016	01-4195-295	LIGHTING D		8.45		380
03/20 ST LIGHTS			61580090022	01-4195-295	LIGHTING D		82.20		390
03/20 ST LIGHTS			61580090026	01-4195-295	LIGHTING D		341.48		400
03/20 ST LIGHTS			61580090028	01-4195-295	LIGHTING D		89.55		410
03/20 ST LIGHTS			61580090748	01-4195-295	LIGHTING D		85.51		420
03/20 ST LIGHTS			61580090351	01-4195-295	LIGHTING D		13.05		430
03/13 1655 FRONT			61580090015	01-4100-290	ADMINISTRA		719.42		440
03/16 1685 FRONT			61580090020	02-4400-290	WATER		1,650.35		450
03/16 LIFT STAT			61580090030	03-4500-290	SEWER		44.75		460
03/14 1687 FRONT			61580094001	01-4200-290	FIRE		71.56		470
03/13 MODULAR			61580098466	01-4200-290	FIRE		48.32		480
03/16 1935 WILMAR			61580099939	02-4400-290	WATER		731.24		490
PACIFIC GAS & ELECTRIC		24453				049082	5,898.51		
HAZMAT FRO/DECON: SCHMIDT CALFIRE/SLO CO FIRE DEPT		28617	04/30-05/03	01-4200-285	FIRE	049083	50.00 50.00		330
012009 ADMIN			27124	02-4400-222	WATER		1,986.10		10
012009 ADMIN			27320	01-4100-222	ADMINISTRA		1,684.62		20
031809 ADMIN			27511	01-4100-222	ADMINISTRA		1,786.85		30
041509 ADMIN			27705	01-4100-222	ADMINISTRA		652.62		40
012009 GRND WTR BASIN			27125	02-4400-222	WATER		462.00		50
031809 GRND WTR BASIN			27706	02-4400-222	WATER		287.50		60
012009 17TH & BEACH ALLEY			27125	02-4400-222	WATER		702.00		70
021609 17TH & BEACH ALLEY			27321	02-4400-222	WATER		3,879.66		80
041509 17TH & BEACH ALLEY			27706	02-4400-222	WATER		8,749.33		90
012009 CDBG ENGRING			27125	03-4500-355	SEWER		6,285.68		100
021609 CDBG ENGRING			27321	03-4500-355	SEWER		7,160.64		110

PAYEE	DETAIL OF DEMANDS	VEND. NO.	INV. NO.	ACCOUNT	DEPT NAME	CHECK NO.	CHECK AMOUNT	JOB/PROJECT	KEY #
041509	CDBG ENGRING		27706	03-4500-355	SEWER		4,487.76		120
012009	CDBG CONST MGNT		27125	03-4500-355	SEWER		15,023.37		130
021609	CDBG CONST MGNT		27125	03-4500-355	SEWER		24,221.72		140
041509	CDBG CONST MGNT		27706	03-4500-355	SEWER		11,399.72		150
012009	WTR MSTR PLAN UPDATE		27125	02-4400-222	WATER		862.50		160
021609	WTR MSTR PLAN UPDATE		27321	02-4400-222	WATER		671.15		170
012009	SWR MSTR PLAN		27125	03-4500-222	SEWER		236.00		180
021609	SWR MSTR PLAN		27321	03-4500-222	SEWER		575.00		190
041509	WTR MSTR PLAN UPDATE		27706	02-4400-222	WATER		1,377.50		200
021609	SWR CLEANING		27321	03-4500-222	SEWER		575.00		210
041509	SWR CLEANING		27706	03-4500-222	SEWER		775.00		220
041509	SWP		27706	02-4400-222	WATER		5,645.00		230
031809	MHP ANNEXATIONS		27513	02-4400-222	WATER		3,785.00		240
041509	MHP ANNEXATIONS		27707	02-4400-222	WATER		5,144.68		250
012009	SWP		27125	02-4400-222	WATER		99.00		260
WALLACE GROUP		35541				049084	108,515.40		
	CHECKS WRITTEN						114,899.07		
	* PREPAID ITEMS						.00	*	
	TOTAL DEMANDS PAID						114,899.07		

PAYEE	VEND.NO.	CHECK DATE	CHECK #	CHECK AMT	PREPAID
SSLOCSD	32274	42209	49096	12467.72	0
ANTHEM BLUE CROSS	3950	42209	49087	8693.00	0
ARROYO GRANDE, CITY OF	2086	42209	49086	8688.36	0
SOUTH COUNTY SANITARY SERV	31779	42209	49094	5984.88	0
KIRK & SIMAS	18780	42209	49091	4000.00	0
TODD ENGINEERS	33570	42209	49100	2147.19	0
MOSS, LEVY & HARTZHEIM	91034	42209	49104	1125.00	0
FERGUSON ENTERPRISES, INC #632	13100	42209	49090	1076.83	0
JAMES GARDINER ASSOCIATES	91016	42209	49103	1028.25	0
STAPLES BUSINESS ADVANTAGE	324255	42209	49097	586.82	0
RICHARD JONES DBA	36349	42209	49102	552.00	0
ULTREX BUSINESS PRODUCTS	34400	42209	49101	489.25	0
HSBC BUSINESS SOLUTIONS	240655	42209	49093	351.65	0
STATEWIDE SAFETY & SIGNS, INC	32480	42209	49098	271.64	0
ERNEST PACKING SOLUTIONS	94521	42209	491055	210.79	0
HSM ELECTRONIC PROTECTION SERV	33040	42209	49099	168.00	0
LIFE ASSIST	19700	42209	49092	148.25	0
AMERITAS LIFE INSURANCE	1484	42209	490855	133.04	0
DOCTOR'S MEDPLUS MEDICAL CNTR.	11440	42209	49089	125.00	0
COLD CANYON LANDFILL, INC	8300	42209	49088	24.50	0
CARQUEST	31875	42209	49095	12.14	0
				48284.31	*

21 RECORDS PROCESSED

PAYEE	DETAIL OF DEMANDS	VEND. NO.	INV. NO.	ACCOUNT	DEPT NAME	CHECK NO.	CHECK AMOUNT	JOB/PROJECT	KEY #
04/09 VISION AMERITAS LIFE INSURANCE		01484	102818800001	01-2166-004	PAYROLL	049085	133.04 133.04		10
03/09 BATT CHIEF			00906-133	01-4200-220	FIRE		1,829.64	422060220	20
03/09 FIRE CHIEF			00906-133	01-4200-220	FIRE		2,514.54	422160220	30
04/09 BATT CHIEF			00906-135	01-4200-220	FIRE		1,829.64	422060220	40
04/09 FIRE CHIEF			00906-135	01-4200-220	FIRE		2,514.54	422160220	50
ARROYO GRANDE, CITY OF		02086				049086	8,688.36		
05/09 PREM ANTHEM BLUE CROSS		03950	396469	01-2166-001	PAYROLL	049087	8,693.00 8,693.00		60
DUMP FEES COLD CANYON LANDFILL, INC		08300	7415	02-4400-163	WATER	049088	24.50 24.50		70
PHYSICAL: KENNEDY DOCTOR'S MEDPLUS MEDICAL CNTR		11440	040709	01-4200-220	FIRE	049089	125.00 125.00		80
OPER SUPP			1614155	02-4400-175	WATER		79.82		90
OPER SUPP			1616045	02-4400-175	WATER		222.81		100
OPER SUPP			1616045-1	02-4400-175	WATER		740.93		110
OPER SUPP			1616045-2	02-4400-175	WATER		33.27		120
FERGUSON ENTERPRISES, INC #6313100						049090	1,076.83		
033109 RETAINER KIRK & SIMAS		18780	033109	01-4100-223	ADMINISTRA	049091	4,000.00 4,000.00		130
OPER SUPP LIFE ASSIST		19700	497889	01-4200-175	FIRE	049092	148.25 148.25		140
OPER SUPP HSBC BUSINESS SOLUTIONS		24065	031309	01-4100-200	ADMINISTRA	049093	351.65 351.65		150
DELINQ GARBAGE CHGS/TAX ROLL SOUTH COUNTY SANITARY SERV		31779	FYE 063008	01-3106-100	REVENUE	049094	5,984.88 5,984.88		160
0416: R&M 30016			392633	02-4400-171	WATER		2.36	41680170	170
0416: R&M 30016			392633	02-4400-171	WATER		9.78	41680170	180
CARQUEST		31875				049095	12.14		
022809 WDR ASST			040309	03-4500-220	SEWER		821.25		190

PAYEE	DETAIL OF DEMANDS	VEND.NO.	INV.NO.	ACCOUNT	DEPT NAME	CHECK NO.	CHECK AMOUNT	JOB/PROJECT	KEY #
022809	FOG PROG		040309	03-4500-220	SEWER		348.47		200
033109	COLLECTIONS		033109	03-4500-220	SEWER		11,298.00		210
SSLOCSD		32274				049096	12,467.72		
OFF SUPP			3116815124	01-4100-200	ADMINISTRA		299.68		220
OFF SUPP			6117312806	01-4100-200	ADMINISTRA		287.14		230
STAPLES BUSINESS ADVANTAGE		32425				049097	586.82		
OPER SUPP			69147	02-4400-175	WATER		271.64		240
STATEWIDE SAFETY & SIGNS, INC		32480				049098	271.64		
04/09	ALARM SERV		6258616	02-4400-110	WATER		42.00	44180220	250
04/09	ALARM SERV		6258616	03-4500-110	SEWER		42.00	44180220	260
04/09	ALARM SERV		6258616	01-4200-110	FIRE		42.00	57380220	270
04/09	ALARM SERV		6258616	01-4200-110	FIRE		42.00	927380220	280
HSM ELECTRONIC PROTECTION	SER33040					049099	168.00		
8601: SAFE YIELD STUDY SERV			46201 03-09	02-4400-220	WATER		2,147.19	860160220	290
TODD ENGINEERS		33570				049100	2,147.19		
0151: MO BIZHUB C451/123108			96926	01-4100-170	ADMINISTRA		413.47	15180170	300
0151: OPER SUPP			97264	01-4100-170	ADMINISTRA		75.78	15180170	310
ULTREX BUSINESS PRODUCTS		34400				049101	489.25		
03/04	LIFT STATION		13379	03-4500-220	SEWER		138.00	57360220	320
03/12	LIFT STATION		13390	03-4500-220	SEWER		138.00	57360220	330
03/22	LIFT STATION		13399	03-4500-220	SEWER		138.00	57360220	340
03/30	LIFT STATION		13409	03-4500-220	SEWER		138.00	57360220	350
RICHARD JONES DBA		36349				049102	552.00		
INVESTIGATIVE SERV			61	01-4100-220	ADMINISTRA		1,028.25		360
JAMES GARDINER ASSOCIATES		91016				049103	1,028.25		
AUDIT: FYE 063007			4541	01-4100-220	ADMINISTRA		1,125.00		370
MOSS, LEVY & HARTZHEIM		91034				049104	1,125.00		
OPER SUPP			071236	02-4400-175	WATER		210.79		380
ERNEST PACKING SOLUTIONS		94521				049105	210.79		
CHECKS WRITTEN							48,284.31		
* PREPAID ITEMS							.00		*
TOTAL DEMANDS PAID							48,284.31		