



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.

June 24, 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. June 10, 2009
6. Reports *
 - a. Administration for the Month of June, 2009
 - b. Utility Department for the Month of June, 2009

RULES FOR PRESENTING TESTIMONY

All persons who wish to present testimony to the Board of Directors in a public hearing must observe the following rules:

1. When beginning to speak, first identify yourself and place of residence. This is required for the public record. Board of Directors' meetings are tape recorded.
2. All remarks must be addressed to the Chair. Conversation or debate between the speaker at the podium and a member of the audience is not permitted.
3. Please keep your remarks as brief as possible. Focus your testimony on the most important facts you wish to be considered. Avoid duplicating testimony provided by others.
4. It is important that all participants conduct themselves with courtesy, dignity and respect.
5. Whenever possible, written testimony should be presented as well as oral. Written testimony can be submitted in advance of the actual hearing date.

7. Fire Items
 - a. Amended Agreement for Joint Fire Management, Administrative, and Training Services and Equipment Sharing
Consideration of Amended Agreement adding Administrative services to be performed and authorizing increased cost of \$13,965 per year

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

9. Administrative Items
 - a. Interim General Manager's Contract *
Consider extension of IGM Walsh's contract

 - b. Interim Funding for the Month of July, 2009, while Budget for 2009-10 is in Progress
Consideration of Resolution 2009-05. A Resolution Adopting an Interim Budget for the Fiscal Year 2009-2010

 - c. Old Business – No Status Change/No Report
 - (1) Drainage Issues
 - (2) Water and Sewer Master Plans
 - (3) Water and Sewer Rate Studies
 - (4) Review of Codification Sections
 - (5) Audit for the FYE June 30, 2008
 - (6) 2008-09 District Goals
 - (7) Grant Writer – Randall Funding and Development

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)	Fire Oversight Comm	06 12 2009
(2)	SSLOCSD	06 17 2009
(3)	Finance Committee	06 17 2009
(4)	LAFCO	06 18 2009
(5)	Fire Committee	06 23 2009
(6)	Other	

10. Reports of District Representatives *

b. VICE PRESIDENT JIM HILL

- | | | |
|-----|--------------------|------------|
| (1) | Water Codification | 06 11 2009 |
| (2) | SSLOCSD | 06 17 2009 |
| (3) | Finance Comm | 06 17 2009 |
| (4) | Other | |

c. DIRECTOR VERN DAHL

- | | | |
|-----|-------------------|------------|
| (1) | OAC Ad Hoc: Beach | 06 11 2009 |
| (2) | OAC | 06 15 2009 |
| (3) | ALUC | 06 17 2009 |
| (4) | OAC Ad Hoc: Beach | 06 18 2009 |
| (5) | Other | |

d. DIRECTOR PAMELA DEAN

- | | | |
|-----|--------------------|------------|
| (1) | Fire Oversight | 06 12 2009 |
| (2) | Sewer Codification | 06 09 2009 |
| (3) | Water Codification | 06 11 2009 |
| (4) | Fire Committee | 06 23 2009 |
| (5) | Other | |

e. DIRECTOR MARY LUCEY

- | | | |
|-----|--------------------|------------|
| (1) | Sewer Codification | 06 11 2009 |
| (2) | Other | |

11. ADJOURN TO CLOSED SESSION

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 Ryan Fothergill, DLC. Under consideration is the Fire Department's MOU.

11. **CLOSED SESSION ITEMS (Cont'd)**

- d. **CONFERENCE WITH LEGAL COUNSEL – POTENTIAL LITIGATION.**
CLOSED SESSION – A closed session pursuant to Government Code Section 54956.9(b) to meet with agency's legal counsel concerning pending litigation . (Santa Maria Groundwater Litigation, Santa Clara County, Lead Case # CV 770214)

RETURN TO OPEN SESSION

12. **Interim General Manager Items/Discussion ***

- a. **Grand Jury Report regarding the Oceano Community Center**
- b. **Other**

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 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
1655 Front Street/Oceano, CA 93445
(805) 481-6730 / FAX (805) 481-6836
www.oceanocsd.org ocsd@oceanocsd.org**

OCEANO COMMUNITY SERVICES DISTRICT
BOARD OF DIRECTORS MEETING MINUTES

Wednesday

June 10, 2009

Oceano

The Meeting was called to order by President Mann at 6:30 p.m.

1. Roll Call

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

Absent: None

Staff Present: Gina A. Davis, Deputy Board Secretary/Administrative Assistant;
Philip T. Davis, Utility Operations Supervisor; John Bova, Fire Captain;
Alex Simas, District Legal Counsel

Staff Absent: Kevin D. Walsh, Secretary to the Board/Interim General Manager

2. Flag Salute

President Mann led the flag salute.

3. Public Comment

None

4. Board Member Items/Discussion

None

5. Review and Approval of Minutes

a. May 27, 2009

Director Dean called attention to a few spelling errors.

After a request for public comment, none being given, upon motion by VP Hill, and second by Director Dean, the Minutes of May 27, 2009 were unanimously approved, 5-0.

6. Reports

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

Commander Hascall introduced the Station's new Supervisor, Sergeant Steve Odom. Sergeant Odom replaced Sergeant Steve Harris who recently retired.

Commander Hascall stated that, on May 31, the Department responded to a fight involving six subjects on the 2100 block of Beach Street. He stated that, although the subjects fled by the time the deputies arrived, Rudy Certa, III, of San Luis Obispo, was arrested for public intoxication. Upon further investigation, the incident was found to be gang-related and was sent to the Gang Task Force.

Commander Hascall stated that the majority of the six DUI arrests made over the Memorial Day weekend were in Oceano. He stated that all six subjects were released to the Highway Patrol for processing.

OCEANO COMMUNITY SERVICES DISTRICT
BOARD OF DIRECTORS MEETING MINUTES

Wednesday

June 10, 2009

Oceano

6. a. Brian Hascall, Commander, Sheriff's South Station (continued)
Commander Hascall stated that theft in the area has increased and that a new trend seems to be smashing car windows and taking items that can be sold easily. He reported that fingerprints and DNA were found in several of the burglaries and the evidence is being processed.

Commander Hascall stated that a driver in a dark-colored pickup truck with stolen license plate number of 5PNW834 was reportedly seen vandalizing another vehicle; he urged residents to call the Sheriff right away if the license plate is seen.

- b. Fire Department for the Month of May, 2009
Captain Bova reported on fire operations for the month of May, 2009. Director Dahl asked why the fireworks booths can't store their fireworks overnight outside the Oceano area, and Captain Bova explained that the guidelines follow the City of Arroyo Grande and it relates to transporting issues. Captain Bova suggested the groups that are running the fireworks booths rent a fire safe container to store the fireworks in overnight.

After a request for public comment, none being offered, upon the motion of Director Dean, and a second by President Mann, the new Fireworks Guidelines were unanimously approved, 5-0.

7. Fire Items

- a. 2009 Fire Hazard Abatement/Protest Hearing
AA Davis presented the item. President Mann stated the meeting was open for public comment.

Rich Mcelheney of 1322 20th Court asked how he could tell which part of his property needed abatement, and Captain Bova stated that he would be able to get more information from Captain Leathers and that he would contact Mr. Mcelheney in the morning. AA Davis noted that she only saw 1332 20th Court on the abatement list, and Captain Bova explained that the parcel number on the list is correct, but the address for the parcel is 1322 20th Court.

President Mann stated the protest hearing was now closed.

8. Utility Items

- a. Cleaning and Inspection of District Sewer and Water Lines
Therefore, after a request for public comment, (none being given), upon motion by Director Dahl, second by Director Lucey, and on the following roll call, to wit:

**AYES: Director Dahl, Director Lucey, VP Hill, Director Dean
President Mann**

NOES: None

ABSENT: None

OCEANO COMMUNITY SERVICES DISTRICT
BOARD OF DIRECTORS MEETING MINUTES

Wednesday

June 10, 2009

Oceano

The Board unanimously approved the continuance of the state of emergency.

9. Administrative Items

a. Property Tax Exchange for Annexation of Halcyon Estates and Grande Mobile Manor – OCSD Resolution 2009-03

DLC Simas presented this item and stated the Resolution Accepting Negotiated Exchange of Property Tax Revenue and Annual Tax Increment between the County of San Luis Obispo and the Oceano Community Services District. DLC Simas stated the recommended action to the Board is to adopt Resolution 2009-03.

Charles Knollenberg of Grande Mobile Manor stated that their current insurance company has refused to put the District on their policy as additionally insured; however, their agent had found another company that would be willing to do the addition. He explained that, while the new insurance company is willing to add the District to the policy, they will not do so until the annexation process is complete. DLC Simas explained that the District is not obligated to deliver water to the Mobile Home Parks until the insurance requirement is met, and perhaps it would be appropriate to sign the Agreement and allow the process to move forward. Director Dean stated her feeling that a written guaranty that the District would be added to the policy upon the completion of the annexation would be sufficient.

Therefore, after a request for public comment, none being given, upon the motion of VP Hill, second by Director Dean, on the following roll call, to wit:

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

NOES: President Mann

ABSENT: None

The Board approved Resolution 2009-03, Resolution Accepting Negotiated Exchange of Property Tax Revenue and Annual Tax Increment Between the County of San Luis Obispo and the Oceano Community Services District, 4-1.

b. Declaration of Financial Crisis in the Community of Oceano – OCSD Resolution 2009-04, Protesting Potential Loss of Additional Property Taxes

AA Davis presented the Resolution Finding a Severe Fiscal Hardship will Exist If Additional Local Property Tax Revenues are Seized and Additional Unfunded Mandates are Adopted by the State of California.

Director Lucey stated her understanding that the Board passed a similar resolution in March, and added that the original resolution should be sent as an attachment with Resolution 2009-04. Vice President Hill agreed with Director Lucey that the letter should be written with stronger words and pictures of Oceano and Oceano Fire Department should be added to help support the fact the loss of revenue would be devastating to the District.

OCEANO COMMUNITY SERVICES DISTRICT
BOARD OF DIRECTORS MEETING MINUTES

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President Mann announced a recess at 7:40pm

President Mann reconvened the meeting at 7:47pm

- b. Declaration of Financial Crisis in the Community of Oceano – OCSD Resolution 2009-04, Protesting Potential Loss of Additional Property Taxes (Continued)
Regarding the original declaration, President Mann stated that the meeting minutes from March 25, 2009, were presented and the Board declared a Financial State of Emergency; however no resolution was ever written for this matter.

Therefore, after a request for public comment, none being given, a motion by Director Dean was seconded by VP Hill.

Director Lucey asked that the Board of Supervisors be added to the list of recipients.

Director Dean amended her motion to include mailing a copy of Resolution 2009-04 to the Board of Supervisors. Upon a second by VP Hill, and on the following roll call, to wit:

**AYES: Director Dean, VP Hill, Director Dahl, Director Lucey,
President Mann**

NOES: None

ABSENT: None

OCSD Resolution 2009-04, Protesting Potential Loss of Additional Property Taxes, was adopted as amended to include an attachment listing the reasons the District presented for declaring a Financial State of Emergency.

- c. Use of the District's 2006 Ordinance for Rate Determination vs. Prior Policy
Director Dean recused herself and joined the public.

Pamela Dean, Oceano resident, introduced the item regarding her residential development at 19th Street and Wilmar Avenue. She stated her concerns regarding her May, 2009, fee letter from the District and explained that the current fee letter differs from the original fee letter issued in May, 2007.

VP Hill expressed his concern with the way the Front Footage Charge was calculated, and DLC Simas stated his feeling that the 1989 policy on how-to-calculate the front footage fee is incorrect. Lin Hill, Oceano resident, stated her feeling that the District should re-evaluate all fee letters from 2006 to the present.

OCEANO COMMUNITY SERVICES DISTRICT
BOARD OF DIRECTORS MEETING MINUTES

Wednesday

June 10, 2009

Oceano

Therefore, after a request for public comment, none being given, upon the motion of VP Hill, second by President Mann, on the following roll call, to wit:

AYES: VP Hill, President Mann, Director Dahl, Director Lucey

NOES: None

ABSENT: None

The Board unanimously approved the request to wave the Front Footage charge from the fees owed by Ms. Dean.

d. Board Review of Development Within the District

President Mann presented the item and stated that Director Dean had asked that it be placed on the Board's Agenda. Director Dean stated her feeling that all developments should be approved by the Board before any letters are mailed. DLC Simas stated the Board cannot take the decision away from the department supervisors; however, the Board can request that they review the projects and give their opinion on possible corrections.

Director Lucey agreed with Director Dean that the Board should review the projects and have a chance to share their opinion. UOS Davis stated his concern that this would delay the will-serve process a great deal.

No action was taken by the Board.

e. Old Business – No Status Change/No Report

(1) Drainage Issues
None

(2) Water and Sewer Master Plans
None

(3) Water and Sewer Rate Studies
Staff received another list of information The Wallace Group is requesting.

(4) Review of Codification Sections
None

(5) Audit for the FYE June 30, 2008
AA Davis stated that interviews were scheduled for June 11, 2009 for a financial analyst to start June 15, 2009.

10. Reports of District Representatives

a. PRESIDENT BARBARA MANN

President Mann reported on the June 3 Special Meeting and stated that the Board directed staff to advertise for the General Manager position.

OCEANO COMMUNITY SERVICES DISTRICT
BOARD OF DIRECTORS MEETING MINUTES

Wednesday

June 10, 2009

Oceano

- b. VICE PRESIDENT JIM HILL
Vice President Hill stated that he will report on the SSLOCSD meeting at the next regular OCSB Board meeting on June 24.
- c. DIRECTOR VERN DAHL
Director Dahl reported on the June 2 Zones 1/1A meeting and stated permits have been submitted to begin work on the north levy just south of the railroad tracks.
- d. DIRECTOR PAMELA DEAN
Director Dean reported on the June 9 Fire Committee meeting and stated that Captain Bova gave a status report on the JPA and thanked the Board for allowing the Oceano Fire Department to apply for the Type 1 Fire Engine Grant. She stated that Captain Bova will be meeting with the groups selling fireworks in Oceano to discuss the procedure and to answer any questions they may have.
- e. DIRECTOR MARY LUCEY
Director Lucey stated she was working with Director Dean on the Sewer Codification.

11. **ADJOURN TO CLOSED SESSION AT 9:20pm**

- a. CONFERENCE WITH LEGAL COUNSEL – CONTRACTOR EVALUATION
CLOSED SESSION – A closed session pursuant to Government Code Section 54957(b)(1) to evaluate the performance of District Legal Counsel.

This item was tabled by President Mann.
- 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.

DLC Simas stated the Board received a report, and no action was taken.
- d. 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.

DLC Simas stated the Board received a report and provided direction to the District's representative.

OCEANO COMMUNITY SERVICES DISTRICT
BOARD OF DIRECTORS MEETING MINUTES

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June 10, 2009

Oceano

- d. CONFERENCE WITH LEGAL COUNSEL – POTENTIAL LITIGATION.
CLOSED SESSION – A closed session pursuant to Government Code Section 54956.9(b) to meet with the agency's legal counsel concerning pending litigation. (Santa Maria Groundwater Litigation, Santa Clara County, Lead Case # CV 770214)

DLC Simas stated the Board received a report and no action was taken.

RETURN TO OPEN SESSION AT 9:55pm

Upon a motion by VP Hill and second by Director Dean, the Board unanimously approved continuing the meeting past 10 p.m.

12. Interim General Manager Items/Discussion
- a. 2008-09 District Goals
None
 - b. Fire Consolidation
AA Davis stated that a Consolidation Meeting with the Fire Oversight Committee will be held in OCSD's Board room on June 12 at 3 p.m.
 - c. Grant Writer – Randall Funding and Development
AA Davis stated that a signed contract for grant-writing services was returned to Randall Funding and that the District is waiting to hear from them regarding the availability of any upcoming grants.
 - d. Other
None

13. Board Member Discussion
None

14. Consideration of Warrants
AA Davis stated that she pulled two warrants and explained the reasoning.

After a request for public comment, none being given, upon motion by Director Lucey, and second by VP Hill, the Board unanimously approved the warrants, 5-0.

15. Public Comment
None

16. Written Communications
None

President Mann adjourned the meeting at 10:01pm

Kevin D. 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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June 24, 2009

TO: Board of Directors, OCSD

FROM: Kevin D. Walsh, Interim 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 06 24 2009 8.a.



Oceano Community Services District

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June 24, 2009

TO: OCSD Board of Directors

FROM: Kevin D. Walsh, Interim General Manager

SUBJECT: ADOPTION OF RESOLUTION 2009-05, A RESOLUTION ADOPTING AN INTERIM BUDGET FOR THE 2009-2010 FISCAL YEAR

Staff is working on the draft 2009-2010 Fiscal Year Budget; however, it will not be ready for presentation until after June 30, 2009.

The resolution before you will provide funding for the Salaries and Benefits, Operation and Maintenance of the District, and the State Water Project and Lopez Billings for the first forty-five (45) calendar days of the 2009-2010 Fiscal Year.

THE RECOMMENDED ACTION BEFORE YOUR BOARD is to: by Board discussion, public comment, motion, second, and roll call vote, adopt OCSD Resolution 2009-05, A RESOLUTION ADOPTING AN INTERIM BUDGET FOR THE 2009-2010 FISCAL YEAR, approving an aggregate expenditure of \$738,455. for the first forty-five (45) days of the 2009-2010 Fiscal Year.

Agenda Item 06 24 2009 9.b.

T:\Agendas\BdMtgAgendas\2009\06242009\RESO 2009-5, Interim Budget

OCEANO COMMUNITY SERVICES DISTRICT
RESOLUTION NO. 2009 – 05

A RESOLUTION ADOPTING AN INTERIM BUDGET FOR THE
2009-2010 FISCAL YEAR

WHEREAS, the Board of Directors has not adopted a budget for the 2009-2010 fiscal year; and,

WHEREAS, the Board of Directors desires to appropriate on an interim basis for salaries, wages, benefits, operations, and maintenance.

NOW, THEREFORE, BE IT RESOLVED BY THE Board of Directors for the Oceano Community Services District that the following aggregate expenditures and interim fiscal year budget limit be set by this Resolution for all funds during the first forty-five calendar days of the 2009-2010 fiscal year:

<u>CATEGORY</u>	<u>AMOUNT</u>
Salaries and Benefits	\$ 154,700.
Operations and Maintenance	75,000.
SWP and Lopez Billings	<u>508,755.</u>
TOTAL BUDGET	<u>\$ 738,455</u>

Upon the motion of _____, seconded by _____, and on the following roll call vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAINING:

The foregoing resolution is hereby passed and adopted this 24th day of June, 2009.

Barbara J. Mann, President

ATTEST:

Gina A. Davis, Deputy Bd. Secretary



Oceano Community Services District

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

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June 24, 2009

TO: OCSD Board of Directors

FROM: Kevin D. Walsh, Interim General Manager

SUBJECT: AMENDED AGREEMENT FOR JOINT FIRE MANAGEMENT, ADMINISTRATIVE, AND TRAINING SERVICES AND EQUIPMENT SHARING

As directed, staff has requested an estimate for additional costs related to an expansion of services provided in the subject Agreement. You will find **attached a copy of the revised proposal and a memorandum from the Fire Oversight Committee** that explains the levels of service as provided and as requested along with a breakdown of the additional costs related to the additional level of services. The costs for the three agencies have been proposed based on the understanding and assumption that they will be utilized to expand the services to OCSD on an interim basis while the JPA is formed and full consolidation is implemented.

The memorandum explains that the allocation for future expenditures reflects a significant variation from the allocation formula that has been agreed upon for future expenditures under the proposed JPA. It also emphasizes that, under the new proposal, the General Manager would continue to address most fire-related issues with the OCSD Board of Directors. It is felt that, if the Fire Chief is required or requested to respond directly to the Board on a regular basis, the additional time commitment would exceed the position's ability to assume additional responsibilities.

THE RECOMMENDED ACTION BEFORE YOUR BOARD is to: by Board discussion, public comment, motion, second, and roll call vote;

- 1) approve the addition expenditure in the amount of \$13,965 for the provision of administrative services for the District's Fire Department;
- 2) approve the Amended Agreement for Joint Fire Management, Administrative, and Training Services and Equipment Sharing; and
- 3) authorize the Board President to sign the Agreement on behalf of the District.

Agenda Item 06 24 2009 7.a.

T:\Agendas\BdMtgAgendas\2009\06242009\Amended Agreement lw\Expanded Admin Servs



MEMORANDUM

TO: FIRE OVERSIGHT COMMITTEE

**FROM: STEVEN ADAMS, CITY MANAGER
BOB PERRAULT, CITY MANAGER
KEVIN WALSH, INTERIM GENERAL MANAGER
MICHAEL HUBERT, FIRE CHIEF**

**SUBJECT: AMENDED AGREEMENT FOR JOINT FIRE MANAGEMENT,
ADMINISTRATIVE, AND TRAINING SERVICES AND EQUIPMENT
SHARING**

DATE: JUNE 12, 2009

The current Agreement for Joint Fire Management, Administrative, and Training Services and Equipment Sharing became effective in July 2008. Under the Agreement, the City of Grover Beach and OCSD contracts for administration and training services with the City of Arroyo Grande. However, there is a differentiation in the levels of service provided. Full supervision and management services are provided to the City of Grover Beach. Under the existing arrangement with OCSD, the Chief provides broad policy guidance, fire management expertise and leadership to OCSD fire personnel. This variation in service level has proven difficult to implement. Fire Management staff has indicated it is cumbersome to provide leadership and guidance to OCSD Fire personnel without the ability to provide direct supervision. OCSD has now requested the Agreement be expanded to provide full administration and supervision services. This will help create a more effective organizational structure by enabling the Chief and Battalion Chief to both supervise, as well as direct, the activities of all Fire personnel. The General Manager for OCSD will remain responsible for interface with the OCSD Board on Fire related issues.

The current Agreement allocates the cost of the Fire Chief and Battalion Chief as follows:

Arroyo Grande	57%
Grover Beach	28%
OCSD	15%

Under this formula, the current cost breakdown for FY 2009-10 is as follows:

Arroyo Grande	\$199,633
Grover Beach	\$98,065
OCSD	<u>\$52,535</u>
Total:	\$350,233

As an interim measure, staff proposes to expand the scope of services to OCSD and adjust the allocation amounts as follows:

Arroyo Grande	54%
Grover Beach	27%
OCSD	19%

This would result in the following FY 2009-10 costs:

Arroyo Grande	\$189,750
Grover Beach	\$93,983
OCSD	<u>\$66,500</u>
Total:	\$350,233

These percentages were developed through an arbitrary process of negotiating cost amounts that would be feasible for each organization during the upcoming year. Therefore, it is important to emphasize that the costs proposed are based on the understanding and assumption that they will be utilized to expand the services to OCSD on an interim basis while the JPA is formed and full consolidation is implemented. They reflect a significant variation from the allocation formula that has been agreed upon for future expenditures under the proposed JPA.

It is also important to emphasize that under the proposal, the General Manager will continue to address most fire related issues with the OCSD Board of Directors. A concern was identified that if the Fire Chief is requested to directly respond to the Board of Directors on a regular basis, the time commitment required when added to existing duties under the Agreement will exceed the position's ability to assume additional responsibilities.

A copy of the proposed revised Agreement is attached. It is proposed the Fire Oversight Committee recommend it be approved by the City Councils and Board of Directors.

Attachments:

1. Agreement

**AGREEMENT FOR JOINT FIRE MANAGEMENT, ADMINISTRATIVE,
AND TRAINING SERVICES AND EQUIPMENT SHARING**

This Agreement for Joint Fire Management, Administrative, and Training Services and Equipment Sharing ("Agreement") is entered into this ____ day of _____, 2009, by and between the City of Grover Beach, a municipal corporation ("Grover Beach"), the City of Arroyo Grande, a municipal corporation ("Arroyo Grande"), and Oceano Community Services District, a California special district ("OCSD") collectively or individually referred to as "Parties" or "Party".

RECITALS

WHEREAS, Arroyo Grande provides fire protection and emergency medical services (EMS) as provided for in California Government Code § 38600 et seq. within the jurisdictional boundaries of the City of Arroyo Grande, California; and

WHEREAS, Grover Beach provides fire protection and EMS as provided for in California Government Code § 38600 et seq. within the jurisdictional boundaries of the City of Grover Beach, California; and

WHEREAS, OCSD provides fire protection and EMS as provided for in California Government Code § 61100 et seq. within the jurisdictional boundaries of Oceano, California; and

WHEREAS, due to the proximity of Arroyo Grande, Grover Beach, and Oceano, mutual cost savings and enhanced services are available to each of the agencies by sharing certain specified fire protection and EMS services; and

WHEREAS, on July 1, 2004, Arroyo Grande and Grover Beach entered into an agreement to provide joint administration of fire services; and

WHEREAS, on May 1, 2007, Arroyo Grande, Grover Beach and OCSD entered into an agreement to share certain fire equipment; and

WHEREAS, on July 1, 2007, Arroyo Grande and Grover Beach entered into a revised agreement to provide joint fire management, administration and training services; and

WHEREAS, Arroyo Grande, Grover Beach and OCSD entered into a Joint Fire Management, Administrative, and Training Services and Equipment Sharing Agreement on March 1, 2008; and

WHEREAS, by this Agreement the Parties desire to set forth the terms and conditions of the jointly funded Fire Chief and Battalion Chief positions and the sharing of certain fire suppression and safety equipment;

NOW, THEREFORE, in consideration of the mutual covenants herein made, the Parties agree as follows:

1. Purpose. This Agreement shall constitute an engagement of Arroyo Grande by Grover Beach and OCSD in providing the management and training services of a Fire Chief and Battalion Chief to Grover Beach and OCSD for the operation and training of their Fire Departments, as described herein.

2. Management Services for Grover Beach and OCSD. Arroyo Grande shall furnish the management services of a Fire Chief to Grover Beach and OCSD in order to operate their Fire Departments. Said management services shall include the following:
 - a. Under the direction and supervision of the City Manager of Grover Beach and General Manager of OCSD, provide broad policy guidance, fire management expertise and leadership to Grover Beach and OCSD fire personnel.
 - b. Confer with Grover Beach Fire Department and OCSD personnel when required to ascertain the needs and evaluate the efficiency of the services provided by the Grover Beach and OCSD Fire Departments to their citizens.

- c. Respond to citizen complaints regarding personnel or services, requests for services, and inquires.
- d. Provide support to major incidents.
- e. Promote a harmonious working relationship between fire prevention and suppression personnel of each respective agency while striving to uphold each Fire Department's Mission Statements.
- f. Coordinate assignment of fire apparatus under the equipment sharing terms set forth in this Agreement.
- g. Supervise and provide direction when needed for fire prevention and suppression activities and EMS of Grover Beach and OCSD.
- h. Supervise adherence to Grover Beach's and OCSD's policies and procedures (i.e., personnel rules, administrative policies, purchasing and budget policies, budget administration, department emergency operation policies, memorandum of understanding, vacation and sick leave policies, etc.).
- i. Attend and represent the Grover Beach and OCSD Fire Departments and implement Grover Beach's and OCSD's policies and directives at various local and regional meetings [i.e., City Council and Board of Directors (when required), City Manager staff meetings, schools, and County Fire Chiefs, etc.].
- j. Supervise personnel of the Grover Beach and OCSD Fire Department.
- k. Supervise the purchasing of materials and equipment within the budgetary constraints of Grover Beach and OCSD.
- l. Provide overhead supervision for safety, command and control functions on an as needed basis as outlined in the Five Cities Automatic Aid Operational Response Plan.

4. Administrative and Training Services for Grover Beach and OCSD. Arroyo Grande shall furnish the administrative and training services of a Battalion Chief to Grover Beach and OCSD in order to train, and assist in the management and administration of Grover Beach's and OCSD's Fire Department. Said administrative and training services shall include the following:

- a. Under direction of the Fire Chief, coordinate the training program for the members of the Grover Beach and OCSD Fire Departments.
- b. Prepare and oversee said training program.
- c. Monitor required annual training attendance records.
- d. Ensure annual state and federal training mandates are met.
- e. Serve as the Fire Chief in his or her absence.
- f. Ensure that all firefighters in all three departments are instructed in the same firefighter techniques.
- g. Provide training guidance and management to Grover Beach and OCSD fire personnel.
- h. Establish training standards and develop curriculum and lesson plans.
- i. Develop a master training schedule including multi-company drills on a regular basis.
- j. Training shall include the development of a training academy for new hires.
- k. Evaluate training effectiveness and periodically review training records for completeness.
- l. Represent Grover Beach and OCSD at County training activities.
- m. Develop and maintain the Grover Beach's and OCSD's emergency plans and coordinate training for Grover Beach and OCSD staff.
- n. Provide direct supervision and administrative support for members of the Grover Beach and OCSD Fire Departments.
- o. Maintain office hours at the Grover Beach and OCSD Fire stations. This shall initially include a minimum of 50% of the position's staff time at the Grover Beach Fire Station, but may be adjusted as recommended by the Fire Chief and agreed by mutual consent of the City Managers and General Manager.
- p. Provide overhead supervision for safety, command and control functions on an as needed basis as outlined in the Five Cities Automatic Aid Operational Response Plan.

6. Employees.

- a. All personnel hired by Grover Beach for its Fire Department shall be employees of Grover Beach, and shall at all times be subject to the direction, supervision, and control of Grover Beach directly or by the Fire Chief acting on behalf of Grover Beach pursuant to this Agreement. Grover Beach shall have the sole responsibility of paying the salaries, payroll taxes, including, but not limited to, Federal Social Security taxes, Federal and California Employment taxes, and all other employee-related expenses, including but not limited to Workers' Compensation Insurance and Retirement Benefits for the employees of Grover Beach.
- b. All personnel hired by OCSD for its Fire Department shall be employees of OCSD, and shall at all times be subject to the direction, supervision, and control of OCSD directly or by the Fire Chief acting on behalf of OCSD pursuant to this Agreement. OCSD shall have the sole responsibility of paying the salaries, payroll taxes, including, but not limited to, Federal Social Security taxes, Federal and California Employment taxes, and all other employee-related expenses, including but not limited to Workers' Compensation Insurance and Retirement Benefits for the employees of OCSD.
- c. All personnel hired by Arroyo Grande for its Fire Department shall be employees of Arroyo Grande, and shall at all times be subject to the direction, supervision, and control of Arroyo Grande. Arroyo Grande shall have the sole responsibility of paying the salaries, taxes, including, but not limited to, Federal Social Security taxes, Federal and California Employment taxes and all other employee-related expenses, including, but not limited to, Workers' Compensation Insurance and Retirement Benefits regarding the employees of Arroyo Grande utilized by Arroyo Grande to provide the services under this Agreement.

7. Costs

- a. The total actual cost of salary and benefits for the Fire Chief and Battalion Chief positions shall be paid by each of the three jurisdictions as follows:

Arroyo Grande	54%
Grover Beach	27%
OCSD	19%

- b. Arroyo Grande shall invoice the Grover Beach and OCSD on a semi-annual basis for said payments of salary and benefit costs, which shall be due and payable within thirty (30) days of the date of the invoice.

8. Equipment

- a. Arroyo Grande shall provide, at its sole expense, an assigned emergency vehicle for use by the Fire Chief.
- b. Grover Beach shall provide, at its sole expense, an assigned emergency vehicle for use by the Battalion Chief.
- c. Title to the Grover Beach 1996 backup fire engine, vehicle identification number E-1208922 (the "GB/AG Back-up Fire Engine") shall be modified to reflect joint ownership by Grover Beach and Arroyo Grande.
- e. Grover Beach and Arroyo Grande shall share equally all maintenance costs of the GB/AG Back-up Fire Engine, including in-house maintenance and the costs for any contract maintenance for the GB/AG Back-up Fire Engine.
- f. The Office of Emergency Services ("OES") fire engine (the "OES Fire Engine") provided to Arroyo Grande will be used as an ongoing secondary back-up fire engine for Grover Beach and Arroyo Grande.
- g. If the OES Fire Engine is unavailable and the GB/AG Backup Fire Engine is out of service, the OCSD backup fire engine will be promptly transferred to the Grover Beach or Arroyo Grande fire station, as determined by the Fire Chief.
- h. If the OCSD primary and backup fire engines are both unavailable, the GB/AG Backup Fire Engine will be transferred to the OCSD fire station.
- i. Each Party will insure each engine that could be used by that Party under their current existing policies and will add the other Parties as additional insureds, if not already so listed. Joint training will be provided to ensure that all personnel are knowledgeable in operation of all apparatus prior to any potential use of equipment from another agency. The training officer responsible for the training

program in both departments will be responsible to make certain that all appropriate new personnel are adequately trained on the apparatus. Additionally, the Battalion Chief will be responsible for providing an annual report to the Fire Oversight Committee on the annual training associated with the apparatus.

9. Compliance with Applicable Statutes, Ordinances and Regulations. In performing the services of a Fire Chief and a Battalion Chief required under this Agreement, employees of Arroyo Grande shall comply with all applicable Federal, State, and County statutes, ordinances, and regulations.

10. Insurance.

- a. Arroyo Grande shall furnish and keep in full force and effect during the term of this Agreement the following insurance:
 - 1) Workers' Compensation Insurance or self-insurance covering workers' compensation claims of all Arroyo Grande employees providing services on behalf of Grover Beach and OCSD pursuant to this Agreement.
 - 2) Liability Insurance or self-insurance to include general liability and automotive liability for any and all property claims or suits for damages arising out of Arroyo Grande's performance under this Agreement by Arroyo Grande's elected and appointed officials, officers, agents, representatives, subcontractors, volunteers or employees. The policy shall provide coverage for bodily injury and property damage in an amount not less than one million dollars (\$1,000,000.00) combined single limit per occurrence and shall name "The City of Grover Beach" and "The Oceano Community Services District" as an additional insured. No cancellation or change of coverage shall be effective until thirty (30) days' written notice has been given to Grover Beach and OCSD and an endorsement verifying such coverage shall be provided to Grover

Beach and OCSD upon execution of this Agreement by both Parties.

- 3) Automobile Coverage with limits of not less than \$1,000,000 per occurrence.
- b. Grover Beach shall furnish and keep in full force and effect during the term of this Agreement the following insurance:
- 1) Workers' Compensation Insurance or self-insurance covering workers' compensation claims of all Grover Beach employees providing services to Arroyo Grande and OCSD pursuant to this Agreement.
 - 2) Liability Insurance or self-insurance to include general liability and automotive liability for any and all property claims or suits for damages arising out of Grover Beach's performance under this Agreement by Grover Beach's elected and appointed officials, officers, agents, representatives, subcontractors, volunteers or employees. The policy shall provide coverage for bodily injury and property damage in an amount not less than one million dollars (\$1,000,000.00) combined single limit per occurrence and shall name "The City of Arroyo Grande" and "Oceano Community Services District" as an additional insured. No cancellation or change of coverage shall be effective until thirty (30) days' written notice has been given to Arroyo Grande and OCSD and an endorsement verifying such coverage shall be provided to Arroyo Grande and OCSD upon execution of this Agreement by both Parties.
 - 3) Automobile Coverage with limits of not less than \$1,000,000 per occurrence.
- c. OCSD shall furnish and keep in full force and effect during the term of this Agreement the following insurance:
- 1) Workers' Compensation Insurance or self-insurance covering workers' compensation claims of all OCSD employees providing

services on behalf of Arroyo Grande and Grover Beach pursuant to this Agreement.

- 2) Liability Insurance or self-insurance to include general liability and automotive liability for any and all property claims or suits for damages arising out of OCSD's performance under this Agreement by OCSD's elected and appointed officials, officers, agents, representatives, subcontractors, volunteers or employees. The policy shall provide coverage for bodily injury and property damage in an amount not less than one million dollars (\$1,000,000.00) combined single limit per occurrence and shall name "The City of Arroyo Grande" and "The City of Grover Beach" as an additional insured. No cancellation or change of coverage shall be effective until thirty (30) days' written notice has been given to Arroyo Grande and Grover Beach and an endorsement verifying such coverage shall be provided to Arroyo Grande and Grover Beach upon execution of this Agreement by both Parties.
- 3) Automobile Coverage with limits of not less than \$1,000,000 per occurrence.

11. Benefit, Expectations, and Performance Based Measurements. The benefits of this Agreement, including outlined work outputs, cost-avoidance issues, and related service enhancements shall be monitored bi-monthly by the Fire Oversight Committee. The Committee will consist of agreed upon representatives from each Party. Specific benefits of this Agreement include, but are not limited to:

- a. A reciprocal arrangement to assist the other Party;
- b. The opportunity to take advantage of each Party's qualified personnel;
- c. The opportunity to take advantage of each Party's response areas and leading to the reduction of response times;
- d. The possibility of achieving economies of scale;
- e. The possibility of eliminating duplicate services and the opportunity to share existing programs;

- f. An opportunity to better serve each community without constraints of boundary limits;
- g. The opportunity to reflect well on community policy makers and gain community support;
- h. The improvement of citizen's demands or expectations for services, utilizing the closest resources;
- i. The possibility of cost avoidance in acquisition of new personnel and equipment;
- j. The assurance of continued local control;
- k. The assurance of each agency's ability to maintain its local identity;
- l. The potential pathway for future cost saving programs such as: dispatching services, vehicle maintenance, and the like;
- m. The sharing of specialized equipment and personnel for specialized services; and
- n. The immediate access to neighboring resources for planned or un-planned incidents.

12. Future Planning. Each of the Parties agrees to work towards the identification and development of a common organizational structure capable of providing services to each of the member jurisdictions covered by this Agreement and that such common organization will be equitably funded and administered.

13. Term of this Agreement. The term of this Agreement shall commence on July 1, 2009 and shall be for a period of one (1) year, subject to earlier termination as set forth below. This Agreement shall automatically renew on an annual basis after the one (1) year period. Either Party may terminate this Agreement at any time, with or without cause, upon thirty (30) days' prior written notice.

14. Non-assignability. This Agreement shall not be assigned by any Party without first obtaining the express written consent of the other Parties.

15. Notices. Any notice which either party may desire to give to the other party under this Agreement must be in writing and may be given either by (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, which provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by notice:

a. Grover Beach
Bob Perrault
City Manager
154 S. 8th Street
Grover Beach, CA 93433

b. Arroyo Grande
Steven Adams
City Manager
214 E. Branch Street
Arroyo Grande, CA 93420

c. OCSD
Kevin Walsh
Interim General Manager
P.O. Box 599
Oceano, CA 93445

16. Mutual Indemnification.

a. Arroyo Grande agrees to and shall indemnify, defend and hold Grover Beach and OCSD and their elected and appointed officials, officers, agents, representatives, subcontractors, volunteers or employees harmless from and against all reasonable expenses including without limitation reasonable attorney's fees and disbursements, losses or any liability arising out of or alleged to have arisen out

of the negligent operations of the Arroyo Grande Fire Department during the term of this Agreement. This indemnity provision shall survive the expiration or termination of the Agreement.

- b. Grover Beach agrees to and shall indemnify, defend and hold Arroyo Grande and OCSD and their elected and appointed officials, officers, agents, representatives, subcontractors, volunteers or employees harmless from and against all reasonable expenses including without limitation reasonable attorney's fees and disbursements, losses or any liability arising out of or alleged to have arisen out of the negligent operations of the Grover Beach Fire Department during the term of this Agreement. This indemnity provision shall survive the expiration or termination of the Agreement.
- c. OCSD agrees to and shall indemnify, defend and hold Arroyo Grande and Grover Beach and their elected and appointed officials, officers, agents, representatives, subcontractors, volunteers or employees harmless from and against all reasonable expenses including without limitation reasonable attorney's fees and disbursements, losses or any liability arising out of or alleged to have arisen out of the operations of the OCSD Fire Department during the term of this Agreement. This indemnity provision shall survive the expiration or termination of the Agreement.

17. Entire Agreement. Grover Beach, Arroyo Grande and OCSD agree that this Agreement constitutes the sole and only Agreement between them representing the fire protection and EMS management, administrative and training services and equipment and correctly sets forth their obligations and duties with respect to each other.

18. Amendment. Any amendments to this Agreement must be in writing and subject to the consent of all parties.

19. No Interpretation Against Drafting. This Agreement has been negotiated at arm's length between the Parties hereto. Accordingly, any rule or law (including California Civil Code § 1635 et seq.) or legal decisions that would require interpretation, or any

ambiguities in the Agreement against the Party that has drafted the applicable provision, is not applicable and is waived. The provisions of the Agreement shall be interpreted in a reasonable manner to effect the purpose and intent of the Parties.

20. Execute in Counterparts. The Parties hereto agree that there shall be three originals of this Agreement which shall be identical in all respects. The Parties may execute this Agreement in three or more counterparts, which shall, in the aggregate, be deemed an original, but all of which, together, shall constitute one and the same instrument.

21. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of California.

22. Prior Agreements. This Agreement shall replace and supercede prior agreements entered into by and between Arroyo Grande, Grover Beach and OCSD on March 1, 2008, May 1, 2007 and July 1, 2008 and entered into by and between Arroyo Grande and Grover Beach on July 1, 2007.

Executed at Arroyo Grande, California, on the date and year first appearing above.

CITY OF ARROYO GRANDE

CITY OF GROVER BEACH

Tony M. Ferrara, Mayor

John P. Shoals, Mayor

Attest:

Attest:

Kelly Wetmore, City Clerk

Donna McMahon, City Clerk

Approved As To Form:

Approved As to Form:

Timothy J. Carmel, City Attorney

Martin D. Koczanowicz, City Attorney

OCEANO COMMUNITY SERVICES DISTRICT

Barbara J. Mann, President

Attest:

Kevin D. Walsh, Interim Board Secretary

Approved As to Form:

Alex Simas, District Legal Counsel



Oceano Community Services District

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

(805) 481-6730

FAX (805) 481-6836

WARRANT SUMMARY

\$841.23	REGULAR PAYROLL THRU 060909	PR0601	2008/09
20,454.97	DIRECT DEPOSIT P/R THRU 052309	PR0601	2008/09
885.00	PREPAID WARRANTS THRU 061909	EX0976	2008/09
150,913.27	REGULAR WARRANTS THRU 053109	EX0977	2008/09
\$173,094.47	TOTAL WARRANTS SUBMITTED		
	FOR APPROVAL 062409		
	VOIDED WARRANTS:		
\$ (400.00)	WARRANT #049260 ON 053109		
(\$664.26)	WARRANT #049265 ON 053109		
\$ (1,064.26)	TOTAL VOIDED WARRANTS		

CK.#	LAST NAME	F	M	REGULAR	O.T.	OTHER	AUTO/BUS	GROSS	NET PAY
49257	CHILD	R	J	528.00	.00	.00	.00	528.00	232.24
49297	DAVIS	G	A	2411.76	.00	241.18	.00	2652.94	.00
49298	WINTER	C	J	2000.56	.00	.00	.00	2000.56	.00
49299	SANCHEZ	C	D	1382.00	38.87	.00	.00	1420.87	.00
49300	GUARDADO	E	L	1193.68	44.76	.00	.00	1238.44	.00
49301	DAVIS	P	T	2566.64	.00	.00	.00	2566.64	.00
49302	TORRES	M	A	1971.04	295.66	.00	.00	2266.70	.00
49303	SILVEIRA	D	P	1674.96	125.62	.00	.00	1800.58	.00
49304	LANGSTAFF	S	A	1597.36	179.71	.00	.00	1777.07	.00
49305	GARCIA	G		.00	.00	63.55	.00	63.55	.00
49306	KALATA	P	J	660.00	.00	.00	.00	660.00	.00
49307	WATHEN	S	C	33.00	.00	.00	.00	33.00	.00
49308	STEELE	A	J	715.00	.00	.00	.00	715.00	.00
49309	BENNET	I	M	432.00	.00	.00	.00	432.00	.00
49310	DAVIS	J	B	924.00	.00	.00	.00	924.00	.00
49311	GREEN	B	T	396.00	.00	.00	.00	396.00	349.37
49312	MCKIM	J	P	140.00	.00	.00	.00	140.00	122.75
49313	KENNEDY	J	M	150.00	.00	.00	.00	150.00	136.87
49314	LEATHERS	B	W	2517.54	1409.79	.00	.00	3927.33	.00
49315	BOVA	J	M	2288.31	.00	.00	.00	2288.31	.00
49316	RODLIN	J	M	762.00	.00	.00	.00	762.00	.00
49317	ANGELLO	C	A	2200.31	.00	.00	.00	2200.31	.00
				26544.16	2094.41	304.73	.00	28943.30	841.23 *

22 RECORDS PROCESSED

REGULAR PAYROLL FOR THE PERIOD ENDING 06 09 2009 (PR0601)

P/R DATE 6/06/09
CHK DATE 6/12/09

OCEANO COMMUNITY SERVICES DISTRICT
DIRECT DEPOSIT LIST

RUN: 6/
13:

EMP#	NAME	DEDUCTION	DATE	CHECK#	
1-2100	DAVIS, GINA A	1,956.48	6/12/09	49297	
1-2120	WINTER, CINDY J	1,142.20	6/12/09	49298	
1-2206	REA, GINA J	.00	6/12/09		NO
1-2207	SUMPTER, HEATHER M	.00	6/12/09		NO
2-3100	DAVIS, PHILIP T	1,315.54	6/12/09	49301	
2-3150	TORRES, MAXIMIANO A	2,049.87	6/12/09	49302	
2-3182	SILVEIRA, DANIEL P	1,197.34	6/12/09	49303	
2-3194	LANGSTAFF, STEVEN A	1,381.94	6/12/09	49304	
M-4881	LEATHERS, BRIAN W	.00	6/12/09		NO
M-4891	BOVA, JOHN M	.00	6/12/09		NO
M-4908	RODLIN, JIM M	.00	6/12/09		NO
M-4931	ANGELLO, CRAIG A	.00	6/12/09		NO
M-4954	GARCIA, GULMARO	52.99	6/12/09	49305	
M-4956	KALATA, PAUL J	496.65	6/12/09	49306	
M-4968	MCTIGUE, BRET H	.00	6/12/09		NO
M-4972	CIECEK, DANIEL C	.00	6/12/09		NO
M-4973	FUKUHARA, BRIAN R	.00	6/12/09		NO
M-4977	WATHEN, SHAUN C	25.11	6/12/09	49307	
M-4978	STEELE, ANDREW J	584.10	6/12/09	49308	
M-4979	SCHMIDT, MICHAEL E	.00	6/12/09		NO
M-4981	CORSIGLIA, SCOTT L	.00	6/12/09		NO
M-4982	LANE, JEFFREY R	.00	6/12/09		NO
25-4881	LEATHERS, BRIAN W	2,856.77	6/12/09	49314	
25-4891	BOVA, JOHN M	1,715.04	6/12/09	49315	
25-4908	RODLIN, JIM M	660.32	6/12/09	49316	
25-4931	ANGELLO, CRAIG A	1,639.35	6/12/09	49317	
25-4972	CIECEK, DANIEL C	.00	6/12/09		NO
25-4973	FUKUHARA, BRIAN R	.00	6/12/09		NO
5-4988	BENNET, IAN M	377.03	6/12/09	49309	
1-2208	SANCHEZ, CASSEY D	1,204.41	6/12/09	49299	
5-4994	DAVIS, JASON B	736.72	6/12/09	49310	
1-2209	GUARDADO, ESTHER L	1,063.11	6/12/09	49300	
5-4996	BRAMLETTE, JUSTIN M	.00	6/12/09		NO

33 -EMPS CODED FOR DIRDEP
18 -EMPS WITH DEDUCTION

20,454.97 TOTAL DIRECT DEPOSIT

05/31/09

CHECK REGISTER--\$ AMT SORT

PAGE 1

PAYEE	VEND.NO.	CHECK DATE	CHECK #	CHECK AMT	PREPAID
ABPA CENTRAL COAST CHAPTER	94523	53109	49318	800.00	0
NATIONAL ABPA	94524	53109	49319	85.00	0
				885.00	*

2 RECORDS PROCESSED

PAYEE	DETAIL OF DEMANDS VEND.NO.	INV.NO.	ACCOUNT	DEPT NAME	CHECK NO.	CHECK AMOUNT	JOB/PROJECT	KEY #
REG TORRES: CERT CLASS ABPA CENTRAL COAST CHAPTER	94523	06/30-07/23	02-4400-285	WATER	049318	800.00 800.00		10
TORRES, MAX: ABPA TEST NATIONAL ABPA	94524	072409	02-4400-285	WATER	049319	85.00 85.00		20
CHECKS WRITTEN						885.00		
* PREPAID ITEMS						.00	*	
TOTAL DEMANDS PAID						885.00		

PAYEE	VEND.NO.	CHECK DATE	CHECK #	CHECK AMT	PREPAID
SAN LUIS OBISPO, COUNTY OF	28217	53109	49339	100000.00	0
SSLOCS	32274	53109	49343	7840.22	0
CURTIS, L.N. & SONS	10098	53109	49328	7268.52	0
FASTENERS, INC	94525	53109	49348	6059.67	0
ARROYO GRANDE, CITY OF	2086	53109	49324	4344.18	0
KIRK & SIMAS	18780	53109	49336	4002.50	0
VERMEER PACIFIC	94528	53109	49351	3394.00	0
MOSS, LEVY & HARTZHEIM	91034	53109	49347	3000.00	0
TODD ENGINEERS	33570	53109	49344	2604.58	0
CRMS	95575	53109	49352	2349.99	0
ARDEN INDUSTRIES	2010	53109	49333	1179.00	0
AGP VIDEO	700	53109	49321	800.00	0
A.C.E., INC. 3424	17200	53109	49334	774.87	0
SAN LUIS OBISPO, COUNTY OF	28908	53109	49340	750.00	0
NATIONWIDE RETIREMENT	26225	53109	49338	660.46	0
SM TIRE, INC	29600	53109	49341	559.51	0
CLINICAL LABORATORY OF	8135	53109	49326	511.11	0
A T & T	255	53109	49320	444.00	0
ULTREX BUSINESS PRODUCTS	34400	53109	49346	336.70	0
VERIZON WIRELESS	15500	53109	49332	333.00	0
JEFFCO, INC	17870	53109	49330	333.00	0
SEMS TECHNOLOGIES, LLC	94527	53109	49330	333.00	0
J.B. DEWAR, INC.	11150	53109	49330	200.71	0
HACH COMPANY	15600	53109	49333	166.99	0
ELECSYS INTERNATIONAL CORP	94526	53109	4934	138.99	0
THE GAS COMPANY	31878	53109	4934	138.99	0
AMERITAS LIFE INSURANCE	1484	53109	49322	138.99	0
BURDINE PRINTING	4548	53109	49325	84.66	0
FIRSTLINE	13530	53109	49333	84.66	0
TROXELL'S BRAKE & ALIGNMENT	34200	53109	4934	84.66	0
DAHL, VERN	10300	53109	49330	84.66	0
COLD CANYON LANDFILL, INC	8300	53109	49337	84.66	0
PURCHASE POWER (PITNEY BOWES)	25739	53109	49337	84.66	0

150913.27 *

33 RECORDS PROCESSED

PAYEE	DETAIL OF DEMANDS VEND. NO.	INV. NO.	ACCOUNT	DEPT NAME	CHECK NO.	CHECK AMOUNT	JOB/PROJECT	KEY #
060209	8054816730	805481673062	01-4100-111	ADMINISTRA		313.60		20
060209	8054810085	805481008558	02-4400-111	WATER		53.81		30
060209	8054892124	805489212449	02-4400-111	WATER		83.01		40
060209	8054817760	805481776058	03-4500-111	SEWER		61.09		50
A T & T	00255				049320	511.51		
05/09 VIDEO SERV AGP VIDEO	00700	3431	01-4100-220	ADMINISTRA	049321	1,170.00 1,170.00		60
06/09 VISION AMERITAS LIFE INSURANCE	01484	102818800001	01-2166-004	PAYROLL	049322	127.50 127.50		70
OPER SUPP: CL2R ARDEN INDUSTRIES	02010	2009 05 08	02-4400-175	WATER	049323	1,795.52 1,795.52		140
06/09 BATT CHIEF 06/09 FIRE CHIEF ARROYO GRANDE, CITY OF	02086	200906-139 200906-139	01-4200-220 01-4200-220	FIRE FIRE	049324	1,829.64 2,514.54 4,344.18	422060220 422160220	150 160
BUS CARDS: DAHL BUS CARDS: GUARDADO BURDINE PRINTING	04548	11626 11626	01-4100-200 01-4100-200	ADMINISTRA ADMINISTRA	049325	50.95 46.00 96.95		80 90
05/09 PROF SERV CLINICAL LABORATORY OF	08135	902244	02-4400-220	WATER	049326	555.00 555.00		100
DUMP FEES DUMP FEES COLD CANYON LANDFILL, INC	08300	467259 467382	02-4400-163 03-4500-163	WATER SEWER	049327	17.75 12.25 30.00		110 120
OPER SUPP: EXT HOSE MOBILE GEAR STORAGE CURTIS, L.N. & SONS	10098	117498 1172746	01-4200-175 01-4200-320	FIRE FIRE	049328	991.57 6,276.95 7,268.52		170 180
B/S: 1 ALUC DAHL, VERN	10300	051809	01-4100-225	ADMINISTRA	049329	50.00 50.00	118860225	130
05/31 FUEL 30015 05/31 FUEL 30016		702184 702184	02-4400-172 02-4400-172	WATER WATER		79.82 86.84	41580172 41680172	190 200

PAYEE	DETAIL OF DEMANDS VEND. NO.	INV. NO.	ACCOUNT	DEPT NAME	CHECK NO.	CHECK AMOUNT	JOB/PROJECT	KEY #
05/31 FUEL 30017 BULK OIL J.B. DEWAR, INC.	11150	702184	03-4500-172	SEWER		75.09	51780172	210
		70103	02-4400-172	WATER		108.26	46180172	220
			049330			350.01		
OPER SUPP FIRSTLINE	13530	23518	01-4200-175	FIRE	049331	84.44 84.44		230
05/22 CELL SERV		747420211	01-4100-111	ADMINISTRA		151.48		240
05/22 CELL SERV		738366287	01-4200-111	FIRE		93.64		250
05/22 CELL SERV		738366287	02-4400-111	WATER		252.17		260
VERIZON WIRELESS	15500				049332	497.29		
OPER SUPP HACH COMPANY	15600	6274037	02-4400-175	WATER	049333	209.71 209.71		270
R&M: NETWORK A.C.E., INC. 3424	17200	2229	01-4100-170	ADMINISTRA	049334	800.00 800.00		280
OFF SUPP JEFFCO, INC	17870	1025855	01-4100-200	ADMINISTRA	049335	369.50 369.50		290
053109 RETAINER		053109	01-4100-223	ADMINISTRA		4,000.00		300
4100: THRU 053109		053109	01-4100-223	ADMINISTRA		2.50		310
KIRK & SIMAS	18780				049336	4,002.50		
POSTAGE SUPP PURCHASE POWER (PITNEY BOWES)	25739	3784147	01-4100-210	ADMINISTRA	049337	28.34 28.34		320
CONTRIB: PR0601 NATIONWIDE RETIREMENT	26225	05220@060609	01-2183-000	PAYROLL	049338	750.00 750.00		350
SWP: PREPAY 2010-11 BILL SAN LUIS OBISPO, COUNTY OF	28217	RATECOVENANT	02-4400-398	WATER	049339	100,000.00 100,000.00	649280398	10
CONTRIB: PR0601 EMPLER 18.32%	8570		01-2182-000	PAYROLL		470.21		330
CONTRIB: PR0601 EMPLEE 11.87%	8570		01-2182-000	PAYROLL		304.66		340
SAN LUIS OBISPO, COUNTY OF	28908				049340	774.87		
0215: R&M 6165	285276		01-4200-171	FIRE		603.46	21580171	360

PAYEE	DETAIL OF DEMANDS VEND.NO.	INV.NO.	ACCOUNT	DEPT NAME	CHECK NO.	CHECK AMOUNT	JOB/PROJECT	KEY #
SM TIRE, INC	29600				049341	603.46		
06/15 1655 FRONT		14371606006	01-4100-290	ADMINISTRA		34.92		370
06/15 1689 FRONT		15211606007	01-4200-290	FIRE		42.77		380
06/11 1935 WILMAR		01761523008	02-4400-290	WATER		75.24		390
THE GAS COMPANY	31878				049342	152.93		
043009: FOG PROG		052909	03-4500-220	SEWER		1,047.61		400
053109 COLLECTIONS		053109	03-4500-220	SEWER		6,792.61		410
SSLOCSD	32274				049343	7,840.22		
8601: ANNUAL MONITORING		46201 5-09	02-4400-220	WATER		2,604.58	860160220	420
TODD ENGINEERS	33570				049344	2,604.58		
0517: R&M 30017		20239	03-4500-171	SEWER		59.95	51780171	430
TROXELL'S BRAKE & ALIGNMENT	34200				049345	59.95		
0151: MO BIZHUB C451/123108		99405	01-4100-170	ADMINISTRA		510.53	15180170	440
ULTREX BUSINESS PRODUCTS	34400				049346	510.53		
AUDIT: FYE 063008		4727	01-4100-220	ADMINISTRA		3,000.00		450
MOSS, LEVY & HARTZHEIM	91034				049347	3,000.00		
NAVITRACK LOCATOR/CAMERA		1358100	03-4500-320	SEWER		6,059.67		460
FASTENERS, INC	94525				049348	6,059.67		
0427: 06/09 SERV		78995	02-4400-170	WATER		163.00	42780170	470
ELECSYS INTERNATIONAL CORP	94526				049349	163.00		
OPER SUPP		2100	02-4400-175	WATER		359.70		480
SEMS TECHNOLOGIES, LLC	94527				049350	359.70		
0476: HAMMERHEAD MOLE		052709	02-4400-320	WATER		3,394.00	47680320	490
VERMEER PACIFIC	94528				049351	3,394.00		
CDBG: ARCH MONITORING		91691	03-4500-355	SEWER		2,349.39		500
CRMS	95575				049352	2,349.39		
CHECKS WRITTEN						150,913.27		
* PREPAID ITEMS						.00	*	
TOTAL DEMANDS PAID						150,913.27		