



CAMBRIA COMMUNITY SERVICES DISTRICT

REGULAR MEETING

Thursday, October 01, 2009– 12:30 PM

VETERANS MEMORIAL BUILDING, 1000 MAIN ST., CAMBRIA, CA

AGENDA

This agenda is prepared and posted pursuant to Government Code Section 54954.2. By listing a topic on this agenda, the District's Board of Directors has expressed its intent to discuss and act on each item. In addition to any action identified in the summary description of each item, the action that may be taken by the Board of Directors shall include: a referral to staff with specific requests for information; continuance; specific direction to staff concerning the policy or mission of the item; discontinuance of consideration; authorization to enter into negotiations and execute agreements pertaining to the item; adoption or approval; and disapproval.

Copies of the staff reports or other documentation relating to each item of business referred to on the agenda are on file in the Office of the District Clerk, available for public inspection during District business hours. If requested, the agenda and supporting documents shall be made available in alternative formats to persons with a disability. The District Clerk will answer any questions regarding the agenda.

1. OPENING

- A. Call to Order
- B. Pledge of Allegiance
- C. Establishment of Quorum
- D. Report from Closed Session

2. PUBLIC COMMENT (Total Time Limited to 15 minutes)

Members of the public wishing to address the Board on any non-actionable item not listed on the agenda (items 1 - 6) and within the jurisdiction of the Cambria CSD may do so when recognized by the President. Public comments during this and other portions of the agenda will be limited to 3 minutes per person.

3. AGENDA REVIEW: ADDITIONS/DELETIONS AND PULLED CONSENT ITEMS

(Estimated Time: 5 minutes)

4. ACKNOWLEDGMENTS/PRESENTATIONS

Proclamation Honoring John and Joyce Heller

5. SPECIAL REPORTS

- A. SHERIFF'S DEPARTMENT REPORT

(Estimated Time: 5 minutes)

6. MANAGER'S AND BOARD REPORTS

A. MANAGER'S REPORT

(Estimated Time: 10 minutes)

B. MEMBER AND COMMITTEE REPORTS

(Estimated Time: 10 minutes)

7. CONSENT AGENDA

All matters on the consent calendar are to be approved by one motion. If Directors wish to discuss a consent item other than simple clarifying questions, a request for removal may be made. Such items are pulled for separate discussion and action after the consent calendar as a whole is acted upon.

A. Approve Expenditures for Month of August 2009

B. Approve Minutes of Board of Directors Meetings August 20 and September 18, 2009

C. Consider Adoption of Resolution 40-2009 Approving a 1-Year Lease Extension with Cambria Village Square Shopping Center for the CCSD Administrative Offices for the Period of November 1, 2009 through October 31, 2010

D. Consider Adoption of Ordinance 02-2009 Electing to Have Delinquent Solid Waste Collection and Disposal Service Charges Collected on Tax Roll

E. Consider Adoption of Resolution 44-2009 Ratifying Amendment to Professional Services Contract with Crosby & Cindrich, Certified Public Accountants, Acknowledging Separation of Principals and Crosby Company as Replacement Contractor

F. Consider Adoption of Resolution 45-2009 Ratifying the General Manager's Hiring of a Wastewater Operator/OIT to Fill a Recently Vacated Position

G. Consider Adoption of Resolution 41-2009 Approving a Settlement and Release Agreement between the CCSD and San Simeon CSD for Past Project Costs Due

(Estimated Time: 15 minutes)

8. HEARINGS AND APPEALS

(Estimated Time: 0 minutes)

9. REGULAR BUSINESS

- A. Consider Adoption of Resolution 46-2009 Approving a CCSD Contingency Financial Plan for the Proposition 1A Suspension (State Loan from Local Government), including Participation in California Communities Prop 1A Securitization Program
- B. Consider Adoption of Resolution 47-2009 Approving Capital Expenditures for Stuart Street/Rodeo Grounds Project
- C. Consider Adoption of Resolution 48-2009 Authorizing Funding for Water and Wastewater Infrastructure Modifications within the Western Main Street Pavement Overlay Project
- D. Consider Adoption of Resolution 49-2009 Approving Addendum to CCSD Interagency Operational Agreement with Cambria Community Healthcare District Providing for ALS (Advanced Life Support) Equipment Aboard CCSD Fire Department Apparatus

(Estimated Time: 60 minutes)

10. PUBLIC COMMENT

Members of the public wishing to address the Board on any non-actionable item not listed on the agenda (items 1 – 6) and within the jurisdiction of the Cambria CSD may do so when recognized by the President. Public comments during this and other portions of the agenda will be limited to 3 minutes per person.

11. ADJOURN TO CLOSED SESSION

A. CONFERENCE WITH LABOR NEGOTIATORS

Agency Designated Representatives: General Manager
Employee Organization: IAFF Local 4635, Cambria



***CAMBRIA COMMUNITY SERVICES DISTRICT
PROCLAMATION
HONORING
JOHN AND JOYCE HELLER***

WHEREAS, since November 2003 an interim community dog park is enjoyed daily by Cambrians, visitors and their dogs and very dear to John and Joyce Heller, lovers of Basset Hounds; and

WHEREAS, at the heart of the activity, best known as one of the founders, Joyce volunteered countless hours with her husband, John, raising money at the Local Farmers Market making personalized dog collars to begin the park; and

WHEREAS, John and Joyce Heller embraced a welcoming spirit and organization to their four-legged friends, as well as two-legged dog lovers, and a place to gather, run free, and make true friends in our community. About sixty patrons volunteer in some way, taking care of water, trash, finances, keeping the park clean, donating money, participating in such events as Joyce's 70th birthday a couple of years ago, organizing fabulous dog parades and a recent Pinedorado fundraiser in Joyce's and John's behalf, and will continue to honor Joyce and John with great joy; and

WHEREAS, on August 20, 2009 the Cambria Community Services District Board of Directors approved renaming the Cambria Dog Park and gave discretion to dog park patrons for the renaming and those patrons voted for "John and Joyce Heller Cambria Dog Park;" and

WHEREAS, Joyce is also known for having served as President in an organization of lot owners supporting permits to build here in Cambria and participated as an active member of CCSD Citizens Desalination Project Advisory Committee, supported the Army Corps agreement resolution, and supported the Community Center and other Cambria organizations.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors for the Cambria Community Services District declares the renaming of the Cambria Dog Park to the "Joyce and John Heller Cambria Dog Park" to be written as "J & J Heller Cambria Dog Park" on the park signage as soon as funds are raised; and

BE IT FURTHER RESOLVED, by virtue of the authority vested in me as President and on behalf of the Board of Directors and staff of the Cambria Community Services District, I hereby honor John Heller, and in memory of Joyce Heller, on this 1st day of October 2009, and extend our sincere appreciation on behalf of the entire Cambria community and Cambria Community Services District for their exemplary and distinguished community service.

Gregory W. Sanders, President
Board of Directors

Kathy A. Choate
District Clerk

CAMBRIA COMMUNITY SERVICES DISTRICT

TO: Board of Directors

AGENDA NO. **6.A.**

FROM: Tammy Rudock, General Manager

Meeting Date: October 1, 2009

Subject: MANAGER'S REPORT

ADMINISTRATION

VOLUNTARY LOT MERGER PROGRAM

Staff, together with President Sanders, Vice President Chaldecott, and BRP Citizens Finance Committee Chairman, Ron Crummitt, met with Supervisor Bruce Gibson on Friday, September 18th to discuss an amenable resolution to the County's added requirements and increased costs to process a voluntary lot merger. Supervisor Gibson committed to promptly reviewing the matter with County staff and responding back to the CCSD as soon as possible.

In the meantime, the CCSD will process lot mergers in accordance with its existing policy, which funds \$200 per merger.

FEDERAL ADVOCATE – VAN SCOYOC ASSOCIATES

The July and August monthly reports from the CCSD federal advocate are attached.

BRP CITIZENS FINANCE COMMITTEE

A status report will be presented by the BRP Citizens Finance Committee at the CCSD regular Board meeting on October 22, 2009.

DISTRICT COUNSEL LEGAL SERVICES/LITIGATION EXPENSES

Last month, Director MacKinnon specifically inquired about District Counsel legal services/litigation expenses and how they are managed. As I stated during the meeting:

- § I manage the District Counsel contract, and review and approve all invoices for District Counsel legal services/litigation expenses.
- § The contractual monthly retainer that the CCSD pays to Carmel & Naccasha for District Counsel legal services is \$6,600 for 40 hours. This is offset after actual monthly services are rendered and tallied, with excess fees paid if more is due or credit balance forwarded in their next billing if there is a balance due the CCSD.
- § District Counsel legal/litigation expenses are budgeted within the "Professional Services" line item in each CCSD department.
- § Expenses were higher than normal back during the February-April 2009 transition between District Counsel contracts. This was expected and reported by staff.
- § FY 2009/2010 budget projections for litigation services are our "best estimates," based upon experience from the litigation team and management.
- § Current litigation expenses are for defending actions filed against the CCSD.

I work very close with the Carmel & Naccasha attorneys on the litigation matters, and I am aware that they are extremely conscientious with their services and expenditures rendered on behalf of the CCSD. The CCSD is not the only public agency they represent during these lean economic times.

While the FY 2009/2010 budget projections for District Counsel legal services/litigation expenses were our best estimates, the actual expenditures to date are well within line, as is shown on the attached detailed spreadsheets.

The first spreadsheet reflects total amounts expended with Carmel & Naccasha since their contract was initiated by the CCSD (February 2009), broken down by fiscal years (2008/2009 and 2009/2010) and "District Counsel" legal services and "Litigation" services.

The second spreadsheet shows the FY 2009/2010 approved budget amounts at the top broken down by CCSD department for "District Counsel" legal services and "Litigation" services. Carmel & Naccasha invoiced amounts paid to date are shown next. The final analysis reflects the YTD timing expired (July-August 2009), or 16.7% of the year, and the relationship between the invoiced amounts paid compared with the approved budget. The "District Counsel" legal services to date are well below budget projections (11.2%), while "Litigation" services are higher at this time (24.1%). Overall, however, when combined, legal costs are right on line as is reflected in the "Total" column (16.2%).

Please understand that while expenditures for litigation services appear to be running higher than budget projections, it is because there is current activity (e.g., research, legal writings/document preparation, service of process, court appearances/hearings) in all four lawsuits. It would be impossible to squeeze such services to meet a monthly projection.

Staff and District Counsel continue to work efficiently and cost-effectively in our legal defense of these matters, as directed by the Board.

LITIGATION COSTS

As directed by the Board last month, attached is a breakdown of litigation costs expended by the CCSD in the four active cases against the CCSD, abbreviated as follows: Berge--\$32,000, Lindsey--\$26,000, Warren (Landfill)--\$4,000, and Landwatch (Hawley)--\$22,000. These expenditures are limited as noted; staff researched available electronic records back to 2002.

The Warren (Landfill) case has recently been settled by the SDRMA on CCSD's behalf for \$5,000 and the settlement agreement is in the process of being executed by the parties.

CCSD SUITE 204

Per Board direction during the FY 2009/2010 budget approval process, the CCSD will vacate Suite 204, as of October 31, 2009, which is the end of the current lease term, saving approximately \$12,000 per year in expenditures. The CCSD's committee users were notified about Suite 204's upcoming unavailability and were requested to schedule the Vets Hall Dining Room for meetings, training, or activities.

HOLIDAY NOTICE

CCSD administrative offices and utility field operations will be closed on Monday, October 12, 2009 in observance of Columbus Day. Service interruptions and emergencies may be reported by calling our 24-hour answering service at 927-6223.

CUSTOMER SERVICE

The water and sewer bills that were mailed out to customers on September 10th provided a payment due date of Monday, October 12th, which is a CCSD holiday. Since the CCSD offices will be closed on October 12th, the payment due date is extended to Tuesday, October 13th, by

5:00 p.m. Payments will be considered “on time” through this extended due date and time. Notices were posted at the CCSD Administrative offices (and payment drop boxes), CCSD website, and the Cambria Village Pharmacy where payments are collected.

SDRMA

The CCSD received the attached notice from SDRMA dated 9/14/09 informing us that Director Clift is one of four (4) candidates elected to the serve a 4-year term on SDRMA’s Board of Directors, effective 1/1/10.

A second letter dated 9/14/09 from SDRMA is attached for information, which announces the retirement of SDRMA’s CEO, Jim Towns, effective 12/31/09, and SDRMA’s selection of its CAO, Greg Hall, to assume the CEO position on 1/1/10.

ARMY CORPS OF ENGINEERS

At its Special Meeting last Friday, September 18th, the CCSD Board of Directors unanimously approved Resolution 43-2009 authorizing an expenditure of \$166,000 from CCSD reserves to transmit to the Army Corps of Engineers by September 22, 2009 for required local matching funds to encumber Federal Appropriations for FY 2008/09 ending September 30, 2009 for Desalination Project geotechnical investigations, and acknowledging the \$166,000 as a loan from General Fund to the Water Fund. The funds were timely and successfully transferred by the CCSD.

This month’s District Engineer’s report explains the estimated calculation breakdown for the \$166,000 matching fund requirement.

Follow-up conversations between staff and Colonel Thomas Magness of the LA District Office for the Army Corps of Engineers (ACE) confirmed that quarterly reports and financial accountings will be submitted by the ACE project team, as required by the Project Cooperative Agreement between the CCSD and ACE. Colonel Magness committed to having a report submittal in time for the Board’s October 22, 2009, regular meeting.

PARKS AND RECREATION

FISCALINI RANCH PRESERVE PROGRAM EIR/MASTER DEVELOPMENT PLAN

The certification hearing is scheduled for the Board’s October 22nd regular meeting. The Program EIR/MDP, related findings and other documents, will be posted to the CCSD website by Friday, October 9th.

PROS COMMISSION

The PROS (Parks, Recreation and Open Space) Commission met on Tuesday, September 1, 2009. The Commission’s next meeting is scheduled for Tuesday, October 6, 2009 at 10:00 a.m., in CCSD’s Suite 204. *Note: PROS Commission meetings will be permanently relocated to the Vets Hall after the October 4th meeting, as a result of the CCSD vacating Suite 204.*



VAN SCOYOC
ASSOCIATES

MEMORANDUM

From: Greg Burns
To: Cambria Community Services District
Subject: Report on July Activities
Date: August 11, 2009

Appropriations Update

As you know, we requested \$2.2 million earlier this year in the Federal fiscal year 2010 appropriations cycle to continue work on the desalination facility in Cambria. These requests were made of Senators Feinstein and Boxer and Representative Capps in February.

At the same time, we were also working with the Corps of Engineers in Los Angeles, San Francisco (where the Division office is located), and Washington (Headquarters office) to impress upon them the importance of the project and its eligibility for Federal stimulus funding. The Corps at this point had already been provided \$4.6 billion for project activities via the stimulus bill, \$2 billion of which was for construction. Of that amount, \$200 million was specifically set aside by Congress for “environmental restoration” projects, which is what the Cambria desalination project is. However, the Corps had not yet had its spending plan approved by the Administration (the Office of Management and Budget), so we continued to work throughout the early spring to do whatever possible to secure some level of funding for the project via the stimulus.

In late March, Congresswoman Capps requested funding via the House version of the Energy & Water Appropriations act for the Cambria desalination project. Then, in late April, Greg Sanders, Bob Gresens and I met with the Colonel of the LA District and other top District officials in Santa Maria. While much of that meeting focused on documentation needed to support reimbursement credit being provided to the District for project costs already incurred (more on this subject below), potential stimulus funding was also discussed.

Finally, in April, we learned that the project had been provided with \$2.5 million by the Corps via their stimulus funding. While obviously great news, this essentially ended our aggressive pursuit of funding via the Federal fiscal year 2010 appropriations process because we had just received more in funding than we had previously said we could use. The stimulus funding is meant to fund the following activities (from the Corps):

- \$500,000 to “award contract to evaluate a desalination plant in order to ensure an adequate water supply. Contract would evaluate site characteristics for the proposed Salt Water intake and brine return line, and prepare environmental documentation in preparation for a Design-Build contract.

- \$2 million to “complete a Design Documentation Report and Plans and Specifications for the construction of the desalination plant.

Credit Letter from the Corps

In order for the CCSD to receive the credit it’s due from the Corps of Engineers that was authorized by Congress in the Water Resources Development Act of 2007, the LA District Colonel must write a letter providing substantiation for the credit to the Assistant Secretary of the Army (ASA) for Civil Works in the Pentagon, who then must sign off on the request (which is more of a formality, but nonetheless, one that can take months).

The LA District has been working on this letter since receiving reams of information from Bob Gresens, who essentially had to provide the substantiation to the Corps for them to use in their justification. I have been working with the Corps, as has Bob Gresens, to get them to move this letter along to their Division in San Francisco for initial review. Then, the letter will come to Washington for Headquarters review before finally going to the ASA’s office. We need this letter to be executed as soon as possible so that this credit can act as the local match for the stimulus funding that we would like the Corps to begin spending soon.

Water Resources Development Act

Earlier this month, the House Transportation and Infrastructure Committee indicated their intention to begin to draft a new Water Resources Development Act (WRDA) in September. This will include project requests from Members of Congress. We are interested in this legislation because it will provide us with the legislative vehicle necessary to increase the Federal authorization limit of the desalination project above the \$10.3 million currently authorized.

At this point, we do not yet know what request we will make of Representative Capps, but I am working with Bob Gresens to come up with a new figure that takes into account inflation and other project modifications since the project was originally authorized in WRDA 1992. We will also work with the Corps to ensure their buy-in with our request. While the Corps’ support of the request is not necessarily important, they could easily undermine our request if we do not work with them on the authorization language.

If you have any questions, please let me know. Thank you, Greg



VAN SCOYOC
ASSOCIATES

MEMORANDUM

From: Greg Burns
To: Cambria Community Services District
Subject: Report on August & September Activities
Date: September 11, 2009 (& Updated September 22)

Congress returned from their August recess after Labor Day and, as you know from the news, is fully embroiled in the health care debate, which should persist for some time.

Our involvement with Congress over the next several months will actually be somewhat limited, other than with regard to consideration of an upcoming Water Resources Development Act (WRDA), which I discussed in my update from last month. The House Transportation and Infrastructure Committee has indicated that they will request project authorizations for potential inclusion in the next WRDA bill sometime this month. During that process, we will likely request an increased Federal authorization limit for the Cambria project.

More importantly, our collective efforts will continue to focus on our work with the Corps of Engineers. Simply put, since the meeting we (Greg Sanders, Bob Gresens, and I) had with the LA District Colonel of the Corps in April in Santa Maria, very little progress has been made on our credit issue or on the Corps beginning to spend \$2.5 million in Federal funding that was provided to the project via the Federal stimulus legislation. This is extremely frustrating and disappointing.

Over the past month, I have been working closely with CCSD staff on the issues we have with the Corps and have suggested that we set up another meeting with the Colonel and CCSD elected officials so we may press them on our significant issues of concern. I will set up this meeting if/when requested, but I continue to strongly recommend we have this meeting (or at least a conference call) sooner rather than later. The Colonel committed to us in April that the credit review letter would be finalized by July 17. We have missed that deadline by an unacceptable length of time and he needs to be reminded of that. Also, the longer that issue drags on, the more likely the CCSD will have to provide the Corps with funding to match the Federal funds that will be eventually spent on geotechnical work and an environmental assessment.

There is a great deal of more detail related to our concerns, including the Corps' recent insistence that the credit review letter be subject to Independent Technical Review by another Corps division. However, the details of these issues are not as important as the fact that the collective lack of action by the Corps over the past several months can no longer be tolerated.

If you have any questions, please let me know. Thank you, Greg

UPDATE WRITTEN SEPTEMBER 22:

Since I wrote the information above on September 11, much has happened. Colonel Magness has communicated in depth with Tammy Rudock and Bob Gresens has had some of his more useful conversations with Corps of Engineers Project Manager Darrell Buxton. With those conversations came a request from the Corps for the District to provide \$166,000 as a local cost-share to some of the work they will be contracting (finally) in the near future. The Corps and the District had hoped to avoid that cost-share payment by finalizing the Integral Determination Report that would have provided the District with \$3 million in credit for funds already spent. Unfortunately, the delays I described above by the LA District of the Corps (note: not HQ of the Corps) would not allow the Report to be finalized prior to contracting out the necessary work.

My involvement over the past several months on all of these intertwined issues has been to work closely with CCSD staff to provide guidance and recommendations about how to move these issues forward. On several occasions, I have worked with staff to encourage the CCSD's direct contact with Colonel Magness based on his previous involvement in the project at our April meeting. I have also been working behind the scenes with other Corps staff, particularly Brian Moore, the Deputy District Engineer, to encourage the Corps to provide the CCSD with some real answers to the issues we have raised regarding the Integral Determination Report, spending of the Federal stimulus funding, and adequate project management by the Corps.

Overall, the past several weeks have shown very positive progress on the project in my mind. But, we will continue to need to follow the Corps closely over the next several months (and years) as they continue to handle these issues.

Speaking from a Washington perspective, I continue to believe that our most difficult issue will be securing additional Federal appropriations for the project. To date, we have received \$1.025 million in annual appropriations funding from Congress, but it is very important to note that the CCSD's last appropriation was in FY 2005. The Federal stimulus funding of \$2.5 million, which brings the total Federal contribution to \$3.525 million, has provided a lifeline of sorts for the project. There is much to be done to secure enough funding to get anywhere near the Federally authorized \$10.3 million project limit, let alone more considering that the project's cost has increased in the last several years due to inflation, etc. That is why it is so important that the Corps continue its progress and spend the stimulus funding so we have reason to ask for additional Federal funding in January during the FY 2011 appropriations cycle.

**CAMBRIA COMMUNITY SERVICES DISTRICT
 RECAP OF CARMEL & NACASHA INVOICES
 FOR THE PERIOD OF FEBRUARY, 2009-AUGUST, 2009**

AMOUNTS INVOICED

	COUNSEL	LITIGATION	TOTAL
February, 2009	2,662	0	2,662
March, 2009	7,841	10,601	18,441
April, 2009	10,297	10,679	20,976
May, 2009	5,763	4,819	10,582
June, 2009	9,374	4,417	13,791
TOTAL FY 08/09	<u><u>35,937</u></u>	<u><u>30,515</u></u>	<u><u>66,452</u></u>
July, 2009	3,540	5,923	9,463
August, 2009	5,380	6,131	11,511
September, 2009			
October, 2009			
November, 2009			
December, 2009			
January, 2010			
February, 2010			
March, 2010			
April, 2010			
May, 2010			
June, 2010			
TOTAL FY 09/10 (To Date)	<u><u>8,920</u></u>	<u><u>12,054</u></u>	<u><u>20,974</u></u>

**CAMBRIA COMMUNITY SERVICES DISTRICT
 BUDGETED LEGAL (INCLUDES COUNSEL) COSTS VS. ACTUAL
 FOR FISCAL YEAR 2009/2010
 AS OF SEPTEMBER 24, 2009.**

BUDGET

	COUNSEL	LITIGATION	TOTAL
Water	25,200	25,000	50,200
Wastewater	12,600	10,000	22,600
Fire	8,400		8,400
Admin	21,000	15,000	36,000
Facilities & Res.	4,200		4,200
Parks & Rec.	4,200		4,200
Resource Cons.	4,200		4,200
	<u>79,800</u>	<u>50,000</u>	<u>129,800</u>

AMOUNTS INVOICED

	COUNSEL	LITIGATION	TOTAL
July, 2009	3,540	5,923	9,463
August, 2009	5,380	6,131	11,511
September, 2009			
October, 2009			
November, 2009			
December, 2009			
January, 2010			
February, 2010			
March, 2010			
April, 2010			
May, 2010			
June, 2010			
	<u>8,920</u>	<u>12,054</u>	<u>20,974</u>

YTD Time Expired (July-August, 2009)	16.7%	16.7%	16.7%
YTD Budget Expended	11.2%	24.1%	16.2%

NOTE-To date, all legal costs are Carmel & Narcasha

**CAMBRIA COMMUNITY SERVICES DISTRICT
 RECAP OF LEGAL COSTS AS RELATED TO:
 BERGE; LINDSEY; WARREN (LANDFILL) AND LANDWATCH
 FOR THE PERIOD OF JULY, 2002-JUNE,2009**

POSTING DATE	BERGE	LINDSEY	WARREN (LANDFILL)	LANDWATCH HAWLEY
August-02	45.00	358.16		
September-02	15.00	1,394.53		
October-02		355.95		
January-03	945.00	1,560.00		
February-03	481.57			
March-03	1,565.70	1,238.18		
April-03	1,554.29			
May-03	1,035.00			
June-03	3,182.56	735.00		
August-03		256.56		
September-03	45.00	1,798.26		
October-03		765.00		
December-03		1,242.50		
January-04		885.00		
April-04		30.00		
May-04		870.00		
June-04		535.13		
May-05			2,971.00	
May-07			49.64	
August-08	4,294.60			
September-08	2,105.80			
November-08	4,265.25	173.25		
December-08	45.00			45.00
January-09	4,054.50	3,432.00		6,435.00
March-09	660.00	99.00		5,907.00
April-09	3,015.50	1,979.50	314.50	1,655.75
June-09	<u>5,143.00</u>	<u>8,580.50</u>	<u>765.00</u>	<u>8,158.95</u>
	<u><u>32,452.77</u></u>	<u><u>26,288.52</u></u>	<u><u>4,100.14*</u></u>	<u><u>22,201.70</u></u>

NOTE-The costs listed above are based on our review of readily available records without a search of archived records. Hence, they may be understated a bit.

*SDRMA has spent \$92,578.98 to date in defense costs for the Warren Landfill case.

Special District Risk
Management Authority

Maximizing Protection.
Minimizing Risk.

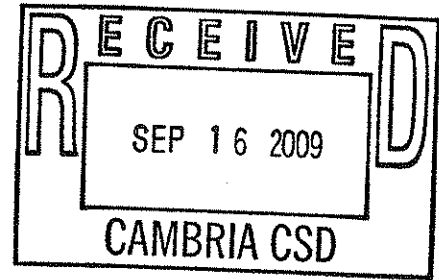
1112 I Street, Suite 300
Sacramento, California 95814-2865
T 916.231.4141
F 916.231.4111
Toll-free 800.537.7790
www.sdrma.org



BOD
TR
F/S

September 14, 2009

Gregory W. Sanders
President
Cambria Community Services District
P. O. Box 65
Cambria, California 93428-0065



Dear Mr. Sanders:

On behalf of the Board of Directors of Special District Risk Management Authority (SDRMA) and our members I want to personally thank the Cambria Community Services District for nominating Muril N. Clift as a candidate for SDRMA's Board of Directors. I am pleased to advise you that Mr. Clift is one of four (4) candidates elected to serve on SDRMA's Board of Directors for a four year term that begins January 1, 2010.

A total of eight (8) candidates were nominated for four (4) director seats. The results of the election are:

1. John Yeakley, Bear Valley Community Services District
2. David Aranda, Stallion Springs Community Services District
3. Jean Bracy, Mojave Desert Air Quality Management District
4. Muril N. Clift, Cambria Community Services District

The newly elected directors will be seated at the first Board meeting in 2010.

Again, we thank Cambria Community Services District for its participation and commitment to SDRMA.

Sincerely,
Special District Risk Management Authority

Ken Sonksen
President
Board of Directors

Special District Risk
Management Authority

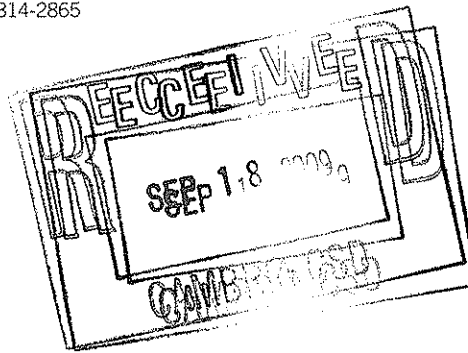
Maximizing Protection.
Minimizing Risk.

1112 I Street, Suite 300
Sacramento, California 95814-2865
T 916.231.4141
F 916.231.4111
Toll-free 800.537.7790
www.sdrma.org



September 14, 2009

Ms. Tammy Rudock
General Manager
Cambria Community Services District
Post Office Box 65
Cambria, California 93428



Dear Ms. Rudock,

On behalf of the SDRMA Board of Directors, I am announcing that our Chief Executive Officer Jim Towns is retiring from SDRMA to pursue a much slower paced life. Jim set his retirement date for December 31, 2009. We all wish Jim the best as he leaves a legacy of leadership, innovation and extraordinary public service to SDRMA and its valued members.

During his twenty-one years of service, SDRMA has evolved from a single coverage program with 170 members to one with expanded coverage providing services to over 600 agencies. SDRMA's service portfolio and membership has flourished to include Workers' Compensation, Health Benefits, numerous successful business partnerships and a state-of-the-art member focused risk management system. He leaves SDRMA recognized as one of the state's strongest public entity risk management programs. Our membership is at an all time high and financial ratings and management practices exceed industry benchmarks.

To ensure SDRMA's continued success and to facilitate a seamless management transition, the SDRMA Board of Directors in collaboration with Jim has developed (and is implementing) a 3-year strategic business and succession plan. With the assistance of SDRMA's highly talented and committed staff, we believe that the transition to new leadership will occur smoothly and that we will continue to excel in serving our members.

While Jim's departure is certainly a loss, we are pleased to announce that our Chief Administrative Officer, Greg Hall has been selected by the SDRMA Board of Directors to assume the position of CEO January 1, 2010. Greg joined SDRMA's executive management team in January 2006 and was instrumental in launching SDRMA's health benefits program, as well as developing increased technology capabilities to enhance member services. We are confident that Greg's strong Special District background, as well as a proven leadership will successfully lead SDRMA into the future. SDRMA remains committed to serving our members' best interest by providing member focused service, maximum coverage protection and innovative risk management solutions.

Please join me and the entire SDRMA Board of Directors in extending Jim our sincere gratitude for his tireless public service commitment, leadership, and loyalty to SDRMA and for leaving behind a strong and well-managed organization.

Sincerely,

Ken Sonksen, President
Special District Risk Management Authority

BOARD OF DIRECTORS' MEETING – OCTOBER 1, 2009
ADDENDUM TO GENERAL MANAGER'S REPORT
DISTRICT ENGINEER'S REPORT

The following summarizes various capital projects from the FY09/10 operating budget, utility coordination projects with the County, key capital improvement projects, special committee coordination, and well levels.

1. *FY09/10 Operating Budget Capital Projects:*

Description	Budgeted Amount	Status	Comments
<i>Water Department:</i>			
Moonstone Beach Bridge Utility Relocations	40,000	Complete	Water main is in operation within new bridge casing. Invoice pending from SLO County.
Fiscalini Tank painting & roof patching	30,000	Pending	Initial discussions have occurred with painting contractors
Fire Hydrant Replacements along Moonstone Beach Dr.	25,000	Pending	Some initial material orders were completed.
Liemert Pumping Station VFDs	8,000	Pending	Initial contacts with contractors have taken place.
<i>Wastewater Department:</i>			
Moonstone Beach Bridge Utility Relocations	60,000	Complete	Sanitary sewer and effluent force main are in operation within new bridge casings. Because the relocated wastewater utilities were not made part of the adopted FY09/10 Operating Budget, a brief discussion is included under item 2 of this report. An invoice is pending from SLO County.
Chlorine Building Doors	15,000	Pending	FRP replacement door research & initial vendor/contractor contacts have occurred.
Manhole Repair & Rehab.	15,000	Pending	
Sewer System Safety Improvements	20,000	Pending	

2. *Utility Coordination with SLO County:*

- A. **Western Main Street Overlay.** The County received American Resource and Recovery Act (ARRA) stimulus funding for overlaying the western reach of Main Street from approximately the Main Street Grill to Arlington within the west village area. The project is estimated to take approximately 10 days, and will start sometime between October 26th and November 2nd of this year. A staff report that includes the estimated costs for the water and wastewater utility coordination associated with this project is included as a discussion item in today’s agenda.
- B. **County Flood Control Project.** The County is pursuing the next phase of their flood control work in and around the west village area. This work may include a pumping station off of Main Street across the street from the Main Street Grill, along with a force-main traversing from the pump station, under Highway 1, and discharging into Santa Rosa Creek. Thus far, we do not foresee major impacts or costs to District facilities due to this pending project.
- C. **Moonstone Beach Bridge Replacement Wastewater Utility Relocations.** This work was completed earlier by the County’s bridge contractor and an invoice is anticipated in accordance with an agreement between the County and District. However, it was noted by staff, (and after the September 14, 2009 Utility Ad-Hoc Committee meeting), that the current FY09/10 Operating Budget does not include the wastewater portion of the utility relocation work. The wastewater utility relocation costs are currently estimated at approximately \$60,000.

3. *Deferred Priority Level 1 Capital Improvement Projects:*

- A. **Supervisory Control and Data Acquisition (SCADA) Project.** The water portion of the SCADA project was originally assigned a Priority level 1 during July of 2003 primarily due to its improving fire safety. About \$421,000 in funding (\$253K water & \$168K wastewater) towards completing both the water portion (Phase 1) and wastewater portion (Phase 2) of this project was to be covered by the 2008 rate increase that was rescinded this past January. We currently estimate that \$270,000 remains to be spent in completing installation of the Phase 1 portion of this project. An additional \$150,000 above this amount should be budgeted to complete Phase 2. We also estimate the total SCADA project cost will be about \$230,000 less than its earlier planning estimate of \$1.3 million. Approximately \$240,000 of the Phase 1 SCADA equipment and software has been pre-purchased by the District and is currently in storage at the wastewater treatment plant. Additional SCADA project details and discussion will be provided in an upcoming staff report during your October 22nd meeting.

B. Stuart Street Tank No.3 and Rodeo Grounds Pumping Station Replacement. A staff report is provided as a discussion item on these projects in today’s agenda.

4. *Desalination Project:*

A cost table summary is attached to this staff report that shows costs incurred to September 22, 2009, as well as an estimate of projected costs from September 22, 2009 to March 31, 2009. We will continue to improve upon this report in future quarterly project reports, which will likely be attached to your February, May, September, and November Manager reports. As mentioned during your special September 18, 2009 meeting, the CCSD’s payment of \$166,000 towards the local project cost share is allowing the corps to move forward with the Environmental Assessment (EA) and associated geotechnical investigation activities at the Santa Rosa Creek beach area. Concurrent with the EA completion, the Corps will continue its review and processing of the \$3,000,000 million local project cost credit that was authorized in the 2007 WRDA bill. Schedules for the EA completion and local project credit review are attached and follow the cost table summary.

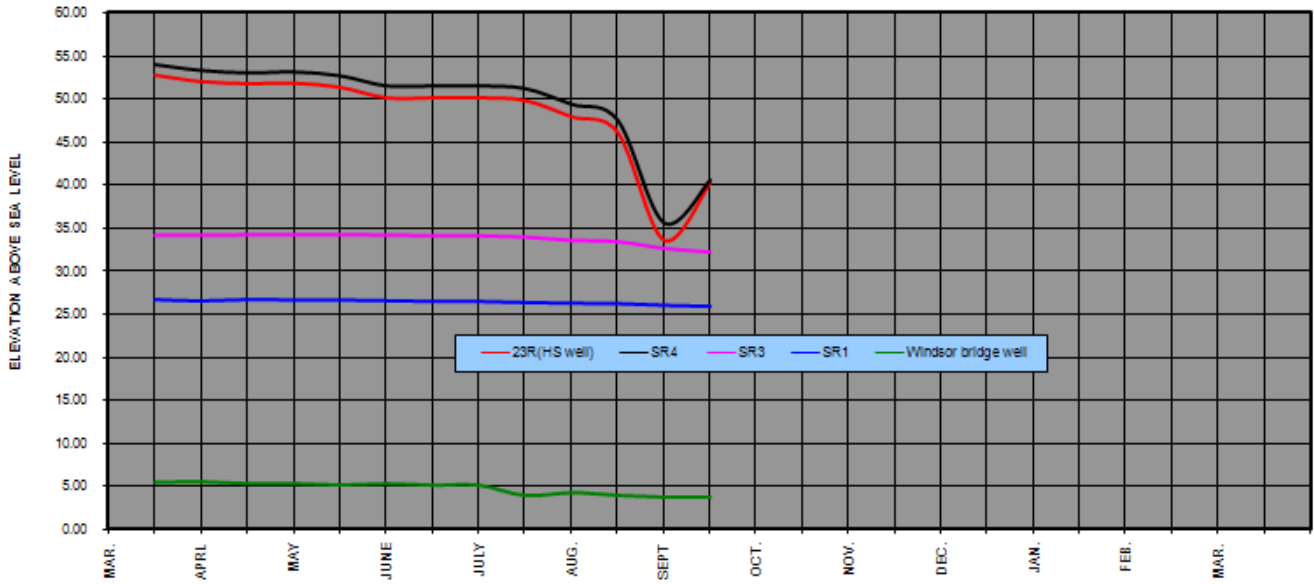
Water Emergency Alternative Advisory Committee (WEACC)

During the WEACC’s last meeting on September 10, 2009, it was agreed that the Committee Chair would provide you with a brief status report during today’s meeting. The next WEACC committee meeting is scheduled for 3 p.m. on October 8th, 2009

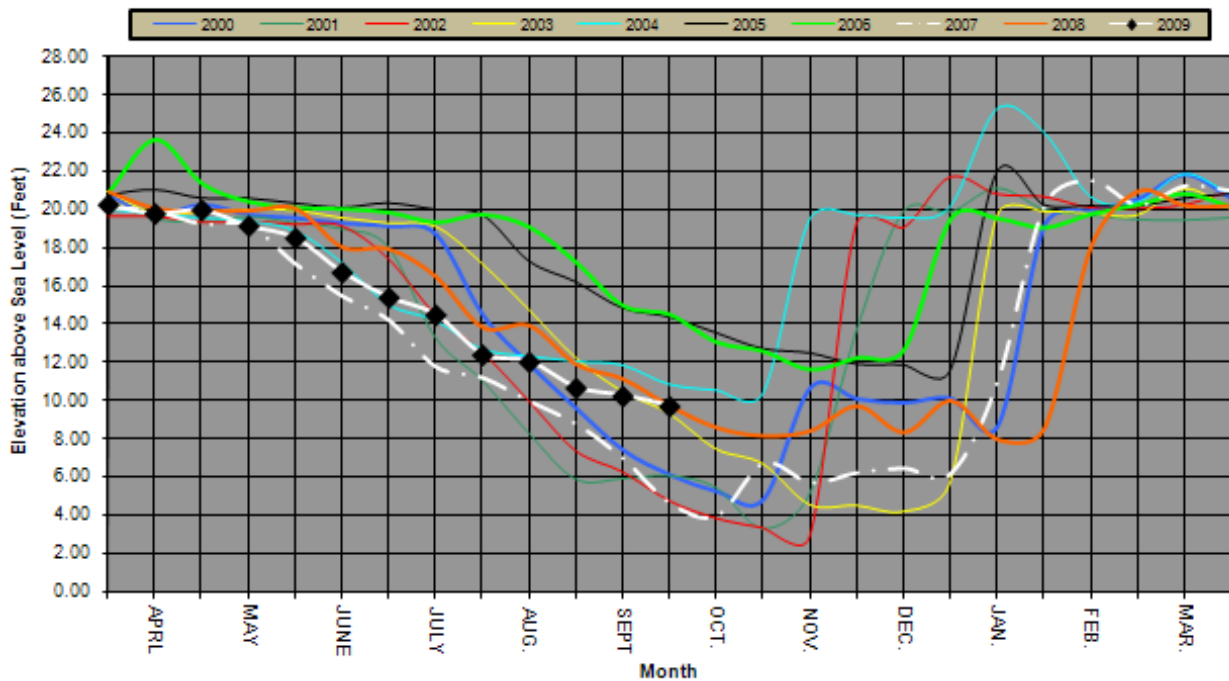
Well Levels

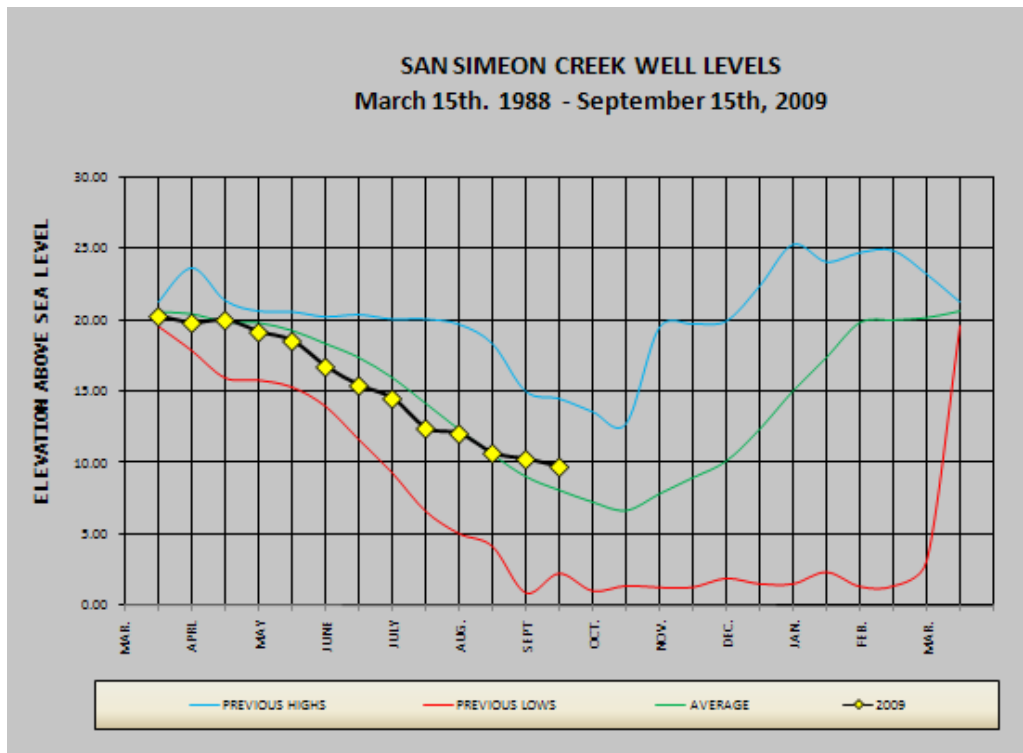
The historic San Simeon well level chart and the current Santa Rosa well SR-4 level charts are shown on the next page. As of September 15th, 2009, the San Simeon wells are about 1.5 feet above the average for this time of the year. This is attributed to continued use of Santa Rosa well SR-4 during this time, which lowers demand at the San Simeon well field. Most interesting was the increase in well level at SR-4, even though it remained in operation for approximately 12 hours per day during this period. It is believed that riparian demands may have decreased during this period, which would have also included the High School’s adjacent irrigation well. Our operators also noted that the High School had its well off line for a few days during this period while maintenance work was performed. The high demand of the summer season also subsided some with the start of school and end of vacation season coupled with the advent of shorter days and cooler weather. There is also a “phreatophyte bounce” that typically occurs within the creeks in about another month or two from now as the willows lining the creeks start losing their leaves in mass. Barring any substantial rainfall, we will continue to monitor the well levels closely in the weeks ahead while also encouraging the community to remain diligent with its conservation efforts.

SANTA ROSA CREEK WELL LEVELS
 March 15th, 2009 - September 15th, 2009



San Simeon Creek Well Levels
 Last 9 years
 March 15th, 2000 - September 15th, 2009





Attachments:

- Desalination Cost Table Summary
- Environmental Assessment (EA) Schedule
- Army Corps Schedule for Review of Local Cost Credit

Desalination Project Cost Summary

1-Oct-09

Project Estimates	Dollars		
	Total	75% Federal	25% CCSD
a) From original March 24, 2006 Project Cooperation Agreement (PCA)	13,700,000	10,275,000	3,425,000
b) From 1/29/2009 CCSD Board update (See Note 1)	16,400,000	12,300,000	4,100,000 (includes 4%/yr inflation factor)
c) From 1/29/2009 CCSD Board update with solar power (See Note 1)	20,100,000	15,075,000	5,025,000 (includes 4%/yr inflation factor)

Project Funding to September 22, 2009	Dollars	
	Appropriated	Allocated
<i>Federal</i>		
Regular Appropriations	1,025,000	886,500
American Recovery and Reinvestment Act of 2009 (ARRA)	2,500,000	950,600
<i>Cambria Community Services District</i>		
Cash		166,000 (approved during 9/18/2009 CCSD Board meeting)
In-Kind (\$3 million local credit is currently under ACE review)		(PCA amendment execution est'd at 2/26/2010)
Total	3,525,000	2,003,100

Total Project Expenditures	Dollars	
	Total costs incurred	Estimated Costs
	thru Sept. 22, 2009	9/22/2009 to March 31, 2010
<i>ACE Direct Costs</i>	(see note 2)	(see note 3)
Project Management (PCA development, legal, mngt plan, contracting, mtgs,...)	158,537	15,000
Planning (review of past env. docs, geotech investn env. planning, EA scope development,...)	50,115	15,000
Engineering (includes ACE geologist, investigation plan development, contracting geotech,...)	89,858	10,000
<i>ACE Contracted Costs</i>		
Environmental Assessment for Geotech Investigation	0	25,000
Geotechnical Investigation	95,444	45,000
Total	393,954	110,000

Notes:

- (1) Project costs inflated at annual rate of 4% per year to an estimated construction mid-point of June 2012.
- (2) Based on preliminary information forwarded by ACE
- (3) Estimated project costs were projected by CCSD staff and are subject to change based on further ACE review & timing of key regulatory reviews

Environmental Assessment for Geotechnical Investigation Activities at Santa Rosa Creek Beach

Number	Task	Resource	Start	End	Duration	2009				2010
						September	October	November	December	January
1	ACE receives local fund payment from CCSD		9/22/2009	9/23/2009	1	◆				
2	ACE awards EA contract		9/29/2009	9/30/2009	1		◆			
3	Admin Draft EA completed		9/30/2009	10/30/2009	22					
4	Review of admin draft EA		11/2/2009	11/4/2009	2					
5	ACE/CCC staff coordination for Coastal Consistency Determination		11/4/2009	1/15/2010	52					
6	Complete EA Public Review Draft		11/4/2009	11/18/2009	10					
7	Public Review of EA		11/19/2009	12/8/2009	13					
8	Decision point on FONSI		11/19/2009	12/3/2009	10					
9	FONSI preparation subject to review & decision by ACE		12/9/2009	12/16/2009	5					
10	FONSI signature by Colonel, subject to Task 8 outcome.		12/17/2009	12/17/2009	0				◆	
11	CCC Coastal Determination Hearing scheduling/coordination with CCC staff.		1/13/2010	1/15/2010	2					

Project Cooperation Agreement (PCA) Amendment No. 1

Number	Task	Resource	Start	End	Duration	2009				2010	
						September	October	November	December	January	February
1	Project Delivery Team Review		9/9/2009	10/7/2009	20	■					
2	Agency Technical Review		10/8/2009	10/29/2009	15		■				
3	Legal Review		10/29/2009	10/30/2009	1			◆			
4	Colonel Signature		10/30/2009	10/31/2009	1			◆			
5	Submit to Division		10/30/2009	10/31/2009	1			◆			
6	Division Review		11/1/2009	11/13/2009	9			■			
7	Division Submits to HQ		11/16/2009	11/17/2009	1			◆			
8	HQ Review		11/17/2009	12/1/2009	10			■			
9	HQ Submits to ASA(CW)		12/1/2009	12/2/2009	1				◆		
10	ASA(CW) reviews		12/2/2009	12/16/2009	10				■		
11	ASA(CW) prepares Integral Determination Memo		12/17/2009	1/15/2010	21				■		
12	ASA(CW) sends memo to District (through HQ and Division)		1/15/2010	1/16/2010	1					◆	
13	District completes draft PCA amendment with text from Integral Determination Memo		1/19/2010	1/22/2010	3					■	
14	District forwards draft PCA amendment to Division/HQ/ASA(CW)		1/25/2010	1/29/2010	4					■	
15	ASA(CW) approves PCA Amendment and notifies District (through HQ & Division)		2/1/2010	2/12/2010	9						■
16	CCSD/Corps sign PCA Amendment		2/15/2010	2/26/2010	9						■

**BOARD OF DIRECTORS' MEETING
ADDENDUM TO GENERAL MANAGER'S REPORT
FIRE CHIEF'S REPORT**

Response information is attached and represents totals for the month of August 2009.

Progress updates and highlights regarding the different programs and services our department provides are identified below:

Prevention and Education (For the month of August 2009)

- **03** residential new and remodel fire plan reviews were completed.
- **08** residential and commercial technical fire inspections were conducted.
- **04** residential and commercial water appliance/conservation inspections were conducted.
- **06** engine company commercial fire and life safety inspections were conducted.
- **4** public education events
- **6** residential smoke detectors were installed and or the batteries changed.

Operations

- CCSD members of the CCSD/CCHD Co-Location Committee, CCSD Fire Department staff, and North Coast Ocean Rescue recently met with Cal Fire staff to hear a presentation about the possibility of future Cal Fire service agreements with the CCSD. Consistent with best practices, the committee is exploring all options and possibilities for the provision of fire protection and emergency medical services in the community.
- The North Coast Ocean Rescue (NCOR) team held the third annual Pier to Point Paddle fund raiser Saturday September 19th. There were 79 participants this year up from the 59 who entered last year. Paddlers came from as far away as Leawood, Overland Park, Kansas, and Tarring, England.
- The Central Coast area including Cambria is entering into its typical late fire season. Conditions in and around the community are beginning to dry out and present an elevated wildland fire danger. The last few weeks have seen several red flag fire condition warnings. Please observe all prevention advice and strive to be fire wise. Elevated fire conditions will most likely be present until we enter the winter rainy season.

Fire Hazard Fuel Reduction

- The Cambria Fire Safe Focus chipping weekend was a big success this year. The grant funded event provided the community three days of vegetation chipping and cleaned up a significant amount of flammable forest litter. The California Conservation Corps assisted by volunteers from the Cambria Fire Safe Focus Group provided the work force and grant funding was awarded through the San Luis Obispo Fire Safe Council. If you would like to make a donation to help maintain this program you may do so by sending a check to: San Luis Obispo County Community Fire Safe Council at P.O. Box 827, Nipomo, CA 93444-0827. All contributions are tax deductible.
- Fire Department staff is currently working with representatives from PG&E in attempt to clear fire loading from the recent line maintenance tree cutting. Typically it is not PG&E policy to remove trees cut to maintain lines. Property owners affected by line maintenance sign a contract to authorize cutting and accept responsibility for removal of timber debris. Due to public outcry as a result of the recent maintenance cutting, PG&E performed a 100% audit of the 88 locations impacted by their maintenance. Only three were found to be out of compliance with contract agreements. Fire Department staff continues to work with PG&E to remove as much of the downed timber as possible.

“Wildfire Prevention is a Community Responsibility!”

**Cambria CSD Fire Department
Response Information
January 1, 2009 - April 30, 2009**

Categories	Jan '09	Feb '09	Mar '09	Apr '09	May '09	June '09	July '09	Aug '09	Sept '09	Oct '08	Nov '08	Dec '08	Totals
Fire	1	1	0	1	2	4	4	3					16
Hazardous Mat.	0	0	0	0	1	0	0	1					0
Medical*	26	35	27	35	52	37	47	52					311
Vehicle TC	3	3	1	2	2	4	0	5					20
Hazardous Situations	1	1	10	8	3	3	5	2					33
Public Service Assist	5	10	2	9	3	1	4	5					39
False Alarms	4	1	9	5	4	2	3	0					28
Agency Assist	0	0	0	0	0	0	0	0					0
Mutual Aid	0	0	0	0	1	0	0	0					1
Auto Aid	0	0	0	0	0	0	3	2					5
Fire Investigations	0	1	0	0	0	0	0	0					1
Monthly Response Totals	40	52	49	60	68	51	66	70	0	0	0	0	456
Cumulative Totals	40	92	141	201	269	320	386	456					0
ALS*	0	0	0	0	0	0	0	0					0
Medic Engine Shift*	0	0	0	0	0	0	0	0					0

BOARD OF DIRECTORS' MEETING-OCTOBER 1, 2009
ADDENDUM TO GENERAL MANAGER'S REPORT
FINANCE MANAGER'S REPORT

BUDGET-The Adopted Operating Budget for Fiscal Year 2009-2010 has been posted to the CCSD website as have been the Revenue and Expenditures for July 1, 2008 through June 30, 2009.

EXPENDITURES-There were no disbursements in excess of \$100,000 during August, 2009.

PROPERTY TAXES-San Luis Obispo County issued revised estimates for fiscal year 2009-2010 property taxes. These estimates were done after the Proposition 8 reductions, which is the process of having real property reassessed due to its decline in value. After allowing for a projected increase in refunds of prior year property taxes and assessment appeals, the CCSD's projected property tax revenue increased by \$4,000. This is too small of an increase on which to base any actions, but it is important to note that the County's estimate of the revenue decrease due to decreased property values was very accurate as well as being conservative. In addition, although the increase in projected revenue was very slight, the CCSD's increase was much greater than that forecast for SLO County as a whole on a percentage basis. This supports the expectation that we can expect to receive all of our budgeted property tax revenue without taking into account the effects of the Proposition 1A suspension.

RESERVES-LAIF BALANCE-The balance in the Local Agency Investment Fund as of August 31, 2009 was \$3,977,501. This balance is an increase of \$50,000 from July 31, 2009. The LAIF Balance is made up as follows:

<u>FUND</u>	<u>AMOUNT</u>
General	\$ 3,977,501
Water	\$ -0-
Wastewater	\$ -0-

**CAMBRIA COMMUNITY SERVICES DISTRICT
EXPENDITURE REPORT
FOR THE MONTH ENDING AUGUST 31, 2009**

VENDOR NAME	CHECK NUMBER	CHECK DATE	LINE NO.	LINE AMOUNT	LINE DESCRIPTION
ABILITY ANSWERING SERVICE	49783	8/11/09	1	275.00	ADM/ANSWERING SERVICE AUGUST 2009
ACCURATE MAILING SERVICE	49757	8/6/09	1	42.50	WD/POSTAGE DEPOSIT FOR MAILING UTIL BILLS AUG'09
ACCURATE MAILING SERVICE	49757	8/6/09	2	42.50	WW/POSTAGE DEPOSIT FOR MAILING UTIL BILLS AUG'09
				85.00	
AMI PIPE & SUPPLY	49842	8/27/09	1	284.05	WW/CAP SCREWS & HEX NUTS 8/4/09
AMI PIPE & SUPPLY	49842	8/27/09	1	53.26	WW/CAP SCREWS & HEX NUTS 8/11/09
AMI PIPE & SUPPLY	49842	8/27/09	1	222.82	WW/300' HOSE AND CAMLOCKS 8/18/09
				560.13	
ASHLAND CHEMICALS	49791	8/13/09	1	1,354.21	WW/POLYMER FOR SLUDGE DEWATERING 7/2/09
ASHLAND, INC.	49835	8/25/09	1	1,354.21	WW/POLYMER FOR SLUDGE 7/28/09
ASHLAND, INC.	49835	8/25/09	1	1,851.08	WW/POLYMER FOR SLUDGE DE-WATERING 8/11/09
				4,559.50	
AT&T PAYMENT CENTER	49836	8/25/09	1	656.58	WW/CIRCUIT ALARM SYSTEM AUGUST 2009
AT&T PAYMENT CENTER	49843	8/27/09	1	291.06	WD/ALARM VAN GORDON RD-WELLFIELD AUGUST 2009
AT&T PAYMENT CENTER	49843	8/27/09	1	344.03	WD/SCADA SYS-WD CNXN JULY 2009
				1,291.67	
AT&T/CALNET2	49769	8/10/09	1	15.69	WW/FAX MONTHLY CHARGES JUNE 2009
AT&T/CALNET2	49769	8/10/09	1	29.84	PM/VET'S HALL ALARM JUNE 2009
AT&T/CALNET2	49769	8/10/09	1	15.54	ADM/RADIO VAULT JUNE 2009
AT&T/CALNET2	49769	8/10/09	1	17.14	ADM/FAX MONTHLY CHARGES JUNE 2009
AT&T/CALNET2	49769	8/10/09	1	166.36	FD/MAIN OFFICE MONTHLY CHARGES JUNE 2009
AT&T/CALNET2	49769	8/10/09	1	115.59	WW/MAIN OFFICE MONTHLY CHARGES JUNE 2009
AT&T/CALNET2	49787	8/13/09	1	15.54	WD/TELEMETRY SYS. MONTHLY CHARGES JUNE 2009
AT&T/CALNET2	49787	8/13/09	1	15.96	WD/BLDG. PUMP LMRT. TANK JUNE 2009
AT&T/CALNET2	49787	8/13/09	1	72.46	WD/PHONE & FAX MONTHLY CHARGES JUNE 2009
AT&T/CALNET2	49787	8/13/09	1	178.07	FD/T1 LINES CNCTG FD/WD/WW JUNE 2009
AT&T/CALNET2	49787	8/13/09	2	178.07	WD/T1 LINES CNCTG FD/WD/WW JUNE 2009
AT&T/CALNET2	49787	8/13/09	3	178.06	WW/T1 LINES CNCTG FD/WD/WW JUNE 2009
AT&T/CALNET2	49837	8/25/09	1	15.82	WW/FAX MONTHLY CHARGES JULY 2009
AT&T/CALNET2	49837	8/25/09	1	29.63	PM/VET'S HALL ALARM JULY 2009
AT&T/CALNET2	49837	8/25/09	1	15.61	ADM/RADIO VAULT JULY 2009
AT&T/CALNET2	49837	8/25/09	1	16.24	ADM/FAX MONTHLY CHARGES JULY 2009
AT&T/CALNET2	49837	8/25/09	1	355.79	ADM/MAIN OFFICE MONTHLY CHARGES JULY 2009
AT&T/CALNET2	49837	8/25/09	1	117.56	WW/MAIN OFFICE MONTHLY CHARGES JULY 2009
AT&T/CALNET2	49844	8/27/09	1	15.61	WD/TELEMETRY SYS. MONTHLY CHARGES JULY 2009
AT&T/CALNET2	49844	8/27/09	1	15.85	WD/BLDG. PUMP LMRT. TANK JULY 2009
AT&T/CALNET2	49844	8/27/09	1	73.48	WD/PHONE & FAX MONTHLY CHARGES JULY 2009
AT&T/CALNET2	49844	8/27/09	1	172.08	FD/MAIN OFFICE MONTHLY CHARGES JULY 2009
				1,825.99	
BADGER METER INC.	49830	8/25/09	1	1,543.86	WD/COMPOUND 2" METER 7/22/09
BADGER METER INC.	49830	8/25/09	1	3,086.53	WD/2 COMPOUND 2" METERS 7/28/09
				4,630.39	
BAUER COMPRESSORS	49793	8/13/09	1	852.34	FD/MAINTAIN BREATHING APPARATUS UNIT 7/20/09
BERTOLUCCI, JOANNA	49846	8/27/09	1	50.00	RC/REBATE FOR 1.28 GPF TOILET 8/24/09
BRENNTAG PACIFIC, INC.	49794	8/13/09	1	1,124.96	WD/CHEMICALS 7/3/09
BRENNTAG PACIFIC, INC.	49794	8/13/09	1	284.17	WD/CHEMICALS 7/7/09
BRENNTAG PACIFIC, INC.	49794	8/13/09	1	348.02	WD/CHEMICALS 7/14/09
BRENNTAG PACIFIC, INC.	49839	8/25/09	1	838.40	WW/CHEMICALS 8/5/09
BRENNTAG PACIFIC, INC.	49847	8/27/09	1	449.96	WD/CHEMICALS 7/29/09
BRENNTAG PACIFIC, INC.	49847	8/27/09	1	335.20	WD/CHEMICALS 8/5/09
BRENNTAG PACIFIC, INC.	49847	8/27/09	1	476.45	WD/CHEMICALS 8/11/09
				3,857.16	

**CAMBRIA COMMUNITY SERVICES DISTRICT
EXPENDITURE REPORT
FOR THE MONTH ENDING AUGUST 31, 2009**

VENDOR NAME	CHECK NUMBER	CHECK DATE	LINE NO.	LINE AMOUNT	LINE DESCRIPTION
BRUMIT DIESEL INC	49795	8/13/09	1	43.85	FD/HI-PRESSURE SWITCH 7/31/09
BURTON'S FIRE, INC.	49848	8/27/09	1	3,266.70	FD/LADDER RACK & PARTS ENG#5791 7/29/09
BURTON'S FIRE, INC.	49848	8/27/09	1	248.02	FD/PARTS FOR LADDER RACK REPAIR ENG#E91 8/14/09
				3,514.72	
BUSHWHACKER 1	49796	8/13/09	1	942.00	PM/100' FIRE BREAK CLEARED 7/20/09
BUSHWHACKER 1	49796	8/13/09	1	34,707.00	FD/FIRE HAZARD FUEL REDUCTION CONTRACT 7/20/09
BUSHWHACKER 1	49831	8/25/09	1	100.00	FD/FIRE HAZARD FUEL REDUCTION CONTRACT JULY 2009
BUSHWHACKER 1	49849	8/27/09	1	349.00	PM/FIRE HAZARD FUEL REDUCTION 7/23/09
BUSHWHACKER 1	49849	8/27/09	1	852.00	PM/FIRE HAZARD FUEL REDUCTION 7/27/09
BUSHWHACKER 1	49849	8/27/09	1	382.00	PM/FIRE HAZARD FUEL REDUCTION 7/28/09
				37,332.00	
CALPELRA	49797	8/13/09	1	350.00	ADM/MEMBERSHIP RENEWAL 2009-10
CAMBRIA AUTO PARTS	49792	8/13/09	1	18.38	FD/WIPERS 7/21/09
CAMBRIA AUTO PARTS	49838	8/25/09	1	53.43	PM/OIL 7/10/09
CAMBRIA AUTO PARTS	49838	8/25/09	2	22.49	PM/WASHER FLUID & TRAILER BALL 7/10/09
CAMBRIA AUTO PARTS	49838	8/25/09	1	19.90	WW/EPOXY PUTTY & LABOR PRESS 7/4/09
CAMBRIA AUTO PARTS	49838	8/25/09	2	132.23	WW/OIL & BELTS + SHIPPING 7/4/09
CAMBRIA AUTO PARTS	49838	8/25/09	3	253.81	WW/HOSES, FITTINGS & RADIATOR CAP 7/4/09
CAMBRIA AUTO PARTS	49845	8/27/09	1	30.95	WD/SOCKET & RATCHET JULY 2009
CAMBRIA AUTO PARTS	49845	8/27/09	2	70.86	WD/LIFT SUPPORT, OIL, WASHER FLUID 7/7/09
				602.05	
CAMBRIA HARDWARE CENTER	49841	8/25/09	1	149.08	WD/M&R WATER DIST. JULY 2009
CAMBRIA HARDWARE CENTER	49841	8/25/09	2	16.35	WD/M&R WATER S-R4 JULY 2009
CAMBRIA HARDWARE CENTER	49841	8/25/09	3	14.37	WD/M&R WATER WELLS JULY 2009
CAMBRIA HARDWARE CENTER	49841	8/25/09	4	127.09	WD/OPERATING SUPPLIES JULY 2009
CAMBRIA HARDWARE CENTER	49841	8/25/09	1	146.36	WW/M&R WW TREATMENT JULY 2009
CAMBRIA HARDWARE CENTER	49841	8/25/09	1	145.89	PM/M&R BUILDINGS JULY 2009
CAMBRIA HARDWARE CENTER	49841	8/25/09	2	518.95	PM/CCC FENCE PROJECT JULY 2009
CAMBRIA HARDWARE CENTER	49841	8/25/09	3	25.32	PM/M&R BUILDINGS JULY 2009
CAMBRIA HARDWARE CENTER	49841	8/25/09	4	15.23	PM/OPERATING SUPPLIES JULY 2009
CAMBRIA HARDWARE CENTER	49841	8/25/09	5	767.75	PM/LUMBER FOR RE-BUILDING CORRALS JULY 2009
CAMBRIA HARDWARE CENTER	49841	8/25/09	6	767.75	PM/LUMBER FOR RE-BUILDING CORRALS JULY 2009
CAMBRIA HARDWARE CENTER	49841	8/25/09	7	338.42	PM/M&R GROUNDS JULY 2009
CAMBRIA HARDWARE CENTER	49841	8/25/09	1	3.90	ADM/M&R BUILDINGS JULY 2009
CAMBRIA HARDWARE CENTER	49841	8/25/09	1	77.80	FD/M&R BUILDINGS JULY 2009
CAMBRIA HARDWARE CENTER	49841	8/25/09	2	58.91	FD/M&R VEHICLES-L JULY 2009
CAMBRIA HARDWARE CENTER	49841	8/25/09	3	12.11	FD/OPERATING SUPPLIES JULY 2009
				3,185.28	
CAMBRIA TIRE & AUTO	49802	8/13/09	1	19.75	WD/REPAIR TIRE ON FORD LIC#E052249 7/27/09
CAMBRIA VILLAGE PHARMACY	49834	8/25/09	1	23.40	ADM/UTILITY BILL COLLECTION JULY 2009
CAMBRIA VILLAGE SQUARE	49763	8/6/09	1	4,242.84	ADM/MONTHLY OFFICE LEASE PAYMT 1316 TAMSON AUG'09
CARMEL & NACCASHA LLP	49758	8/6/09	1	6,600.00	ADM/MONTHLY RETAINER LEGAL SERVICES 08/2009
CELLULAR ONE	49788	8/13/09	1	16.17	FD/CELLULAR PHONE SERVICE JUNE 2009
CELLULAR ONE	49788	8/13/09	2	19.65	WD/CELLULAR PHONE SERVICE JUNE 2009
CELLULAR ONE	49788	8/13/09	3	271.82	WD/NEW ON-CALL PHONE JUNE 2009
CELLULAR ONE	49788	8/13/09	4	19.45	WW/CELLULAR PHONE SERVICE JUNE 2009
CELLULAR ONE	49788	8/13/09	5	36.93	PM/CELLULAR PHONE SERVICE JUNE 2009
CELLULAR ONE	49850	8/27/09	1	13.49	FD/CELLULAR PHONE SERVICE JULY 2009
CELLULAR ONE	49850	8/27/09	2	22.19	WD/CELLULAR PHONE SERVICE JULY 2009
CELLULAR ONE	49850	8/27/09	3	19.55	WW/CELLULAR PHONE SERVICE JULY 2009
CELLULAR ONE	49850	8/27/09	4	36.93	PM/CELLULAR PHONE SERVICE JULY 2009
CELLULAR ONE	49850	8/27/09	5	5.46	ADM/FEES JULY 2009
				461.64	

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CHAPARRAL BUSINESS MACHIN	49851	8/27/09	1	502.67	ADM/SERVICE CONTRACT FOR RICOH 2009-10
CHAPARRAL BUSINESS MACHIN	49851	8/27/09	2	502.67	WD/SERVICE CONTRACT FOR RICOH 2009-10
CHAPARRAL BUSINESS MACHIN	49851	8/27/09	3	502.66	WW/SERVICE CONTRACT FOR RICOH 2009-10
				1,508.00	
CHOATE, KATHY	49770	8/10/09	1	88.00	ADM/MILEAGE REIMBURSEMENT 12/9/08-6/19/09
COAST ELECTRONICS/RADIO	49853	8/27/09	1	310.00	FD/MODIFY PROGRAM FOR KENWOOD TK-2100 7/31/09
COAST UNIFIED SCHOOL DIST	49852	8/27/09	1	26,000.00	WD/ANNUAL FEE-EASEMENT ACCESS & USE SR4 7/31/09
CORBIN WILLITS SYSTEMS	49759	8/6/09	1	1,174.12	ADM/MONTHLY SUPPORT AGREEMNT-MOM SOFTWARE AUG'09
CROWN RAIN GUTTERS, INC.	49798	8/13/09	1	725.00	WW/GUTTERS FOR OFFICE BUILDING 7/24/09
CRYSTAL SPRING WATER CO.	49840	8/25/09	1	25.71	WW/DISTILLED WATER JULY 2009
CRYSTAL SPRING WATER CO.	49840	8/25/09	1	26.93	WW/DRINKING WATER JULY 2009
				52.64	
CULLIGAN-KITZMAN WATER	49820	8/19/09	1	37.00	FD/28 DAY WATER-SOFTENER SERVICE JULY 2009
DAVIDSON ASSOCIATES	49760	8/6/09	1	4,304.00	ADM/MONTHLY RETAINER/DEPOSIT PROF SVCS AUG'09
DAVIDSON ASSOCIATES	49854	8/27/09	1	175.00	ADM/GRAPHIC DESIGN SERVICES 8/11/09
DAVIDSON ASSOCIATES	49854	8/27/09	2	110.00	WD/GRAPHIC DESIGN SERVICES 8/11/09
				4,589.00	
DELTA LIQUID ENERGY	49799	8/13/09	1	503.03	WD/PROPANE 7/21/09
DELTA LIQUID ENERGY	49855	8/27/09	1	65.00	WD/ANNUAL SERVICE AGREEMENT 7/31/09
				568.03	
DIAMONDBACK FIRE & RESCUE	49800	8/13/09	1	140.35	FD/REPAIR AMKUS RAM 7/22/09
DREYFUS, ANDY	49801	8/13/09	1	34.00	WW/RENEW COMMERCIAL DRIVER'S LICENSE 7/28/09
EFLEXGROUP.COM, INC.	49765	8/7/09	1	208.50	ADM/EFLEX DEBIT CARD/HRA MONTHLY ADMIN AUGUST 2009
EFLEXGROUP.COM, INC.	49821	8/19/09	1	50.00	ADM/COBRA MONTHLY ADMIN FEE JULY 2009
				258.50	
ENNIX INCORPORATED	49761	8/6/09	1	2,975.00	WW/DIGESTER OPTIMIZATION INV# 5764 7/8/09-8/7/09
ENVIRONMENTAL RESOURCE	49771	8/11/09	1	182.50	WW/LAB TESTING SUPPLIES PH,HARDNESS 7/15/09
EVANS, JERRY	49764	8/7/09	1	150.00	RC/REBATE CLOTHES WASHER FYE'09
FARM PLAN	49772	8/11/09	1	137.63	WW/CLAMP, FUEL PUMP, GASKET 7/8/09
FARM PLAN	49772	8/11/09	1	565.07	WW/HITCH FOR TRAILER 7/30/09
				702.70	
FEDEX FREIGHT WEST INC	49773	8/11/09	1	133.92	WW/SHIPPING CHARGES INF PUMP 7/16/09
FEDEX FREIGHT WEST INC	49773	8/11/09	1	55.00	WW/SHIPPING CHARGES INF PUMP 7/20/09
				188.92	
FERGUSON ENT., INC #632	49822	8/19/09	1	1,109.57	WD/SS REP CLMP,BLIND FLG,ALL SS REP CLMP 7/29/09
FERGUSON ENT., INC #632	49822	8/19/09	1	57.05	WD/BRZ 125# THRD SWG CHK VLV 7/28/09
FERGUSON ENT., INC #632	49822	8/19/09	1	859.50	WD/WIDE RANGE COUP, MJ HYD BURY 7/28/09
FERGUSON ENT., INC #632	49822	8/19/09	1	941.78	WD/MIP X MIP CORP 8/4/09
				2,967.90	
FIRE CHIEFS ASSOC. OF SLO	49774	8/11/09	1	1,050.00	FD/MEMBERSHIP DUES FYE' 09-10
FIRMA CONSULTANTS, INC.	49823	8/19/09	1	3,882.94	PR/MASTER PLAN FISCALINI RANCH TASK #3 7/6-8/3/09

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FIRST AMERICAN TITLE CO	49766	8/7/09	1	199.00	RC/LOT MERGER FEES 7/23/09
FIRST AMERICAN TITLE CO	49766	8/7/09	1	171.00	RC/LOT MERGER FEES 7/22/09
FIRST AMERICAN TITLE CO	49766	8/7/09	1	171.00	RC/LOT MERGER FEES 7/29/09
FIRST AMERICAN TITLE CO	49766	8/7/09	1	171.00	RC/LOT MERGER FEES 7/16/09
FIRST AMERICAN TITLE CO	49766	8/7/09	1	171.00	RC/LOT MERGER FEES 7/22/09
				883.00	
GRAHAM, DOUGLAS	49755	8/6/09	1	150.00	RC/REBATE CLOTHES WASHER 6-19-09
GRESENS, ROBERT C.	49750	8/4/09	1	45.00	WD/MONTHLY CELLULAR PHONE SERVICE REIMB AUG'09
HARVEYS HONEYHUTS	49776	8/11/09	1	79.09	PM/TOILET RENTAL 3 C'S 7/21/09
HOME DEPOT CREDIT SERVICE	49767	8/7/09	1	49.33	FD/MATERIALS FOR DUCT SHELVING AREA 7/21/09
HOME DEPOT CREDIT SERVICE	49767	8/7/09	1	657.86	FD/SMALL TOOLS & EQUIPMENT ENGINE/STATION 7/1/09
HOME DEPOT CREDIT SERVICE	49767	8/7/09	1	210.01	PM/ROUNDUP FOR RANCH MAINT. 7/9/09
HOME DEPOT CREDIT SERVICE	49767	8/7/09	1	107.51	FD/WOOD FOR STORAGE UNITS APPARATUS BAY 7/27/09
				1,024.71	
INNOVATIVE CONCEPTS	49768	8/7/09	1	839.30	FD/MONTHLY BROADBAND SERVICES AUG 09
INNOVATIVE CONCEPTS	49768	8/7/09	2	839.30	PM/MONTHLY BROADBAND SERVICES AUG 09
INNOVATIVE CONCEPTS	49768	8/7/09	3	889.30	ADM/MONTHLY BROADBAND SERVICES AUG 09
INNOVATIVE CONCEPTS	49768	8/7/09	4	839.30	WD/MONTHLY BROADBAND SERVICES AUG 09
INNOVATIVE CONCEPTS	49768	8/7/09	5	839.30	WW/MONTHLY BROADBAND SERVICES AUG 09
INNOVATIVE CONCEPTS	49824	8/19/09	1	50.00	ADM/TECH SUPPORT 8/12/09
INNOVATIVE CONCEPTS	49824	8/19/09	1	25.00	ADM/TECH SUPPORT 8/11/09
				4,321.50	
J B DEWAR	49777	8/11/09	1	97.10	WW/DIESEL FUEL CHARGES 7/29/09
J B DEWAR	49777	8/11/09	1	1,114.18	FD/GASOLINE AND DIESEL FUEL CHARGES 7/29/09
J B DEWAR	49825	8/19/09	1	566.15	WD/GASOLINE AND DIESEL FUEL CHARGES 7/29/09
				1,777.43	
JEFF SMITH PLUMBING	49826	8/19/09	1	186.00	WD/TIE NEW METER INTO EXISTING SERVICE 7/17/09
JOHN WRIGHT CONSTRUCTION	49778	8/11/09	1	650.00	WW/PULL & SET PIPES INFLUENT PUMP STATION 8/6/09
KOLLINER, NANCY	49818	8/19/09	1	17.89	WD&WW/CUSTOMER REFUND
KUYKENDALL, MICHAEL	49751	8/4/09	1	45.00	WW/MONTHLY CELLULAR PHONE SERVICE REIMB AUG'09
L.N. CURTIS & SONS	49779	8/11/09	1	37.30	FD/TOOL POUCH BAG 7/31/09
LABOSSIERE, J. ALLEYNE	49827	8/19/09	1	92.16	ADM/REIM. CALPERS SEMINAR IN SACRAMENTO 8/5-8/7/09
MANDERS, MARIAN	49756	8/6/09	1	300.00	RC/REBATE (3) 1.5 GALLONS TOILETS 6/19/09
MATHESON TRI-GAS, INC	49780	8/11/09	1	49.28	WW/ACETYLENE CYL RENTAL JULY 2009
MCMASTER-CARR SUPPLY CO	49781	8/11/09	1	42.54	WW/TRMINAL BLOCK, LMF TIME DELAY 8/3/09
MENDOZA, CARLOS	49752	8/4/09	1	22.50	PM/MONTHLY CELLULAR PHONE SERVICE REIMB AUG'09
MENDOZA, CARLOS	49752	8/4/09	2	22.50	ADM/MONTHLY CELLULAR PHONE SERVICE REIMB AUG'09
				45.00	
MILLER, MARK	49753	8/4/09	1	45.00	FD/MONTHLY CELLULAR PHONE SERVICE REIMB AUG'09
MINER'S ACE HARDWARE	49782	8/11/09	1	18.72	PM/7PC FORSTNER BIT SET 8/8/09
NOBLE SAW, INC.	49785	8/12/09	1	32.50	FD/MAINT & REPAIR ON CHAINSAW 07/21/09
ORBAN, OSCAR	49819	8/19/09	1	40.02	WD&WW/CUSTOMER REFUND

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PACIFIC GAS & ELECTRIC	49804	8/14/09	1	4.59	PM/ELEC SVC 3195 RODEO GROUNDS RD 6/30/09-7/30/09
PACIFIC GAS & ELECTRIC	49804	8/14/09	1	165.09	WW/ELEC SVC 990 SAN SIMEON 6/30/09-7/29/09
PACIFIC GAS & ELECTRIC	49804	8/14/09	1	13.75	ADM/ELEC SVC 1316 TAMSON DR #203 06/30/09-07/30/09
PACIFIC GAS & ELECTRIC	49804	8/14/09	1	18.27	WD/ELEC SVC 7805 VAN GORDON CRK RD 6/30/09-7/29/09
PACIFIC GAS & ELECTRIC	49804	8/14/09	1	9.17	WD/ELEC SVC MANOR WAY 07/01/09-07/31/09
PACIFIC GAS & ELECTRIC	49804	8/14/09	1	3,145.33	WD/ELEC SVC SANTA ROSA CREEK RD 07/01/09-07/31/09
PACIFIC GAS & ELECTRIC	49857	8/28/09	1	785.04	FD/ELEC SVC 06/30/09-08/05/09
PACIFIC GAS & ELECTRIC	49857	8/28/09	2	154.60	PM/ELEC SVC 06/30/09-08/05/09-VETS HALL
PACIFIC GAS & ELECTRIC	49857	8/28/09	3	66.55	PM/ELEC SVC 06/30/09-08/05/09-PUBLIC RESTROOMS
PACIFIC GAS & ELECTRIC	49857	8/28/09	4	1,120.62	PM/ELEC SVC 06/30/09-08/05/09-STREET LIGHTS
PACIFIC GAS & ELECTRIC	49857	8/28/09	5	1,235.34	ADM/ELEC SVC 06/30/09-08/05/09
PACIFIC GAS & ELECTRIC	49857	8/28/09	6	10,157.06	WD/ELEC SVC 06/30/09-08/05/09
PACIFIC GAS & ELECTRIC	49857	8/28/09	7	14,599.50	WW/ELEC SVC 06/30/09-08/05/09
				<u>31,474.91</u>	
PASO PRINTERS	49856	8/28/09	1	156.96	ADM/666 SETS 3 PART LEAVE OF ABSENCE FORMS 8/24/09
PHONE CENTER BUSINESS CON	49858	8/28/09	1	110.00	ADM/REPROGRAMMED 2 EXT. ID AND LBLD CO'S 06/24/09
PROCARE JANITORIAL SUPPLY	49805	8/14/09	1	732.05	PM/JANITORIAL SUPPLIES, PAPER PRODUCTS 07/27/09
PROCARE JANITORIAL SUPPLY	49805	8/14/09	1	193.92	ADM/JANITORIAL SUPPLIES, PAPER PRODUCTS 07/29/09
				<u>925.97</u>	
PROGRESSIVE BUSINESS	49859	8/28/09	1	39.95	ADM/ANNUAL RNWL FED & STATE LABOR LAW POSTERS 8/09
PUREFLOW FILTRATION, INC.	49789	8/13/09	1	1,603.39	WD/BACKWASH FLOW METER 06/26/09
PYE, CAROLYN	49806	8/14/09	1	75.00	RC/LOW FLOW TOILET REBATE 07/01/09
QUILL CORP	49807	8/14/09	1	188.79	ADM/HAMMERMILL LASER PRINT PAPER 07/07/09
QUILL CORP	49807	8/14/09	1	(77.07)	ADM/SIDE OPENING REPORT COVER 07/14/09
QUILL CORP	49807	8/14/09	1	102.23	ADM/MNTHLY WALL CLNDR, 1/3 CUT FILE FLDRS 7/23/09
QUILL CORP	49807	8/14/09	1	92.74	ADM/PRTN FLDRS,INK REFILL,INDX DIVDRS 07/31/09
				<u>306.69</u>	
RITTERBUSH REPAIR SERVICE	49808	8/14/09	1	1,550.00	FD/MAINT & REPAIR ON ENG'S 86,91,97 & WT57 JUL'09
RUDOCK, TAMMY	49754	8/4/09	1	45.00	ADM/MONTHLY CELLULAR PHONE SERVICE REIMB AUG'09
SAFEGUARD BUSINESS SYSTEMS	49860	8/28/09	1	56.30	ADM/SIG. STAMPS 07/27/09
SAN LUIS SECURITY SYSTEMS	49809	8/14/09	1	126.00	ADM/SECURITY SYSTEM 1316 TAMSON SEPT'09-NOV'09
SELECT BUSINESS SYSTEMS	49861	8/28/09	1	182.35	FD/SHARP X3500 MNTHLY SVC AGRMNT 6/25/09-07/25/09
SLO COUNTY	49790	8/13/09	1	387.00	WD/CROSS CONNECTION-INSPECTN & ADM COST 3/1-4/30
SLO COUNTY	49810	8/14/09	1	132.00	FD/HAZARDOUS MATERIALS HANDLER FEE 07/27/09
				<u>519.00</u>	
SLO COUNTY AUDITOR-CONTROLLER	49829	8/24/09	1	27,013.61	ADM/ANNUAL LAFCO 2009-10 ALLOCATION
SLO COUNTY CLERK-RECORDER	49803	8/13/09	1	15.00	ADM/LIEN RELEASE 8/13/09
SLO COUNTY PUBLIC WORKS	49786	8/12/09	1	662.00	WD/UTILITY BLANKET PERMIT 08/05/09
SRECO FLEXIBLE	49811	8/14/09	1	7,364.00	WW/RPLCMNT CAMERA SYS. FOR TV SWR LTRLS/MAINS 7/31
STATE OF CAL-DPT HLT SVCS	49812	8/14/09	1	60.00	WD/WATER TREATMENT CERT RENEWAL J.BUHL 07/22/09
TEMPLETON UNIFORMS	49862	8/28/09	1	100.24	FD/UNIFORM PANT-W.WALKER 07/30/09

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THE BLUEPRINTER	49833	8/25/09	1	259.80	ADM/MAY-JUNE BILLING INSERTS 7/10/09
THE DOCUTEAM	49832	8/25/09	1	399.63	ADM/DOCUMENT STORAGE JULY 2009
THE GAS COMPANY	49775	8/11/09	1	89.21	PM/GAS SERVICE 1000 MAIN ST 6/30-7/29/09
THE GAS COMPANY	49775	8/11/09	1	2.77	ADM/GAS SERVICE 1316 TAMSEN DR 6/30-7/29/09
THE GAS COMPANY	49775	8/11/09	1	57.75	FD/GAS SERVICE 2850 BURTON DR 6/30-7/29/09
THE GAS COMPANY	49775	8/11/09	1	1.85	FD/GAS SERVICE 5490 HEATH LN 7/1-7/30/09
THE GAS COMPANY	49775	8/11/09	1	24.32	FD/GAS SERVICE 5500 HEATH LN APT B 7/1-7/30/09
THE GAS COMPANY	49775	8/11/09	1	28.95	WW/GAS SERVICE 5500 HEATH LN 7/1-7/30/09
THE GAS COMPANY	49775	8/11/09	1	5.48	PM/GAS SERVICE 3195 BURTON DR 6/30-7/29/09
				<u>210.33</u>	
THOMSON WEST	49863	8/28/09	1	189.45	ADM/UPDATES TO LEGAL GC BOOKS 06/20/09
TITAN INDUSTRIAL SUPPLY	49864	8/28/09	1	285.14	WW/RPLC OXYGEN SENSOR FOR M40 GAS DETECTOR 7/30/09
TOGUCHI, TED	49813	8/14/09	1	150.00	RC/CLOTHES WASHER REBATE 07/17/09
TYGRIS VENDOR FINANCE INC	49814	8/14/09	1	291.69	FD/SHARP X3500 COPIER LEASE AGREEMENT 07/07/09
TYGRIS VENDOR FINANCE INC	49865	8/28/09	1	317.11	FD/SHARP X3500 COPIER LEASE AGREEMENT 08/07/09
				<u>608.80</u>	
UNDERGROUND SERVICE ALERT	49815	8/14/09	1	161.64	WD/ANNUAL MEMBERSHIP-LOCATING UTIL LINES 7/20/09
USA BLUE BOOK	49816	8/14/09	1	53.47	WD/PLASTIC TUBING FOR CHEM. FEED APP. 07/28/09
USA BLUE BOOK	49866	8/28/09	1	42.07	WD/PLASTIC TUBING FOR CHEM. FEED APP. 07/31/09
				<u>95.54</u>	
VAN SCOYOC ASSOC., INC.	49762	8/6/09	1	6,225.00	ADM/PROF FEDL ADVOCACY FOR DESAL-WASH. D.C.-AUG'09
VERIZON WIRELESS	49817	8/14/09	1	27.01	FD/CELL PHONE HARD WIRED TO WT57 6/8-7/07/09
WATTS PREMIER	49784	8/11/09	1	40.56	ADM/WATER FILTERS 8/11/09
WHITE, DENNIS	49867	8/28/09	1	75.00	RC/LOW FLOW TOILET REBATE 07/20/09
	49763	8/21/09	9000	(4,242.84)	Ck# 049763 Reversed
	49828	8/21/09	9000	4,242.84	Ck# 049828->049763 Replacement
				<u>0.00</u>	
Accounts Payable Vendor Sub-Total				<u>212,943.72</u>	
					212,943.72
AFLAC (AMER FAM LIFE INS)	1075	8/7/09	1	433.58	VOLUNTARY INS-PRETAX
AFLAC (AMER FAM LIFE INS)	1075	8/7/09	2	11.12	VOLUNTARY INS-PRETAX
AFLAC (AMER FAM LIFE INS)	1075	8/7/09	1	106.87	VOLUNTARY INS-PRETAX
AFLAC (AMER FAM LIFE INS)	1075	8/7/09	2	19.38	VOLUNTARY INS-PRETAX
AFLAC (AMER FAM LIFE INS)	1104	8/21/09	1	444.70	VOLUNTARY INS-PRETAX
AFLAC (AMER FAM LIFE INS)	1104	8/21/09	1	126.25	VOLUNTARY INS-PRETAX
				<u>1,141.90</u>	
CAMBRIA FIREFIGHTERS ASSN	1108	8/21/09	1	147.60	RESERVE FIREFTR DUES

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EFLEXGROUP.COM, INC.	1078	8/7/09	1	1,500.00	MEDICAL REIMBURSEMNT
EFLEXGROUP.COM, INC.	1078	8/7/09	2	100.00	MEDICAL REIMBURSEMNT
EFLEXGROUP.COM, INC.	1078	8/7/09	3	200.00	MEDICAL REIMBURSEMNT
EFLEXGROUP.COM, INC.	1078	8/7/09	4	50.00	MEDICAL REIMBURSEMNT
EFLEXGROUP.COM, INC.	1078	8/7/09	5	100.00	MEDICAL REIMBURSEMNT
EFLEXGROUP.COM, INC.	1107	8/21/09	1	1,500.00	MEDICAL REIMBURSEMNT
EFLEXGROUP.COM, INC.	1107	8/21/09	2	100.00	MEDICAL REIMBURSEMNT
EFLEXGROUP.COM, INC.	1107	8/21/09	3	200.00	MEDICAL REIMBURSEMNT
EFLEXGROUP.COM, INC.	1107	8/21/09	4	50.00	MEDICAL REIMBURSEMNT
EFLEXGROUP.COM, INC.	1107	8/21/09	5	100.00	MEDICAL REIMBURSEMNT
				<u>3,900.00</u>	
EMPLOYMENT DEVELOPMENT DP	1077	8/7/09	1	3,873.54	STATE INCOME TAX
EMPLOYMENT DEVELOPMENT DP	1077	8/7/09	1	896.36	STATE INCOME TAX
EMPLOYMENT DEVELOPMENT DP	1106	8/21/09	1	4,073.03	STATE INCOME TAX
EMPLOYMENT DEVELOPMENT DP	1106	8/21/09	1	1,032.04	STATE INCOME TAX
				<u>9,874.97</u>	
H.O.B.-DIRECT DEPOSIT	1079	8/7/09	1	3,884.00	Direct Deposit Flat
H.O.B.-DIRECT DEPOSIT	1079	8/7/09	1	53,670.40	Direct Deposit Flat
H.O.B.-DIRECT DEPOSIT	1109	8/21/09	1	3,884.00	Direct Deposit Flat
H.O.B.-DIRECT DEPOSIT	1109	8/21/09	1	56,148.47	Direct Deposit Flat
				<u>117,586.87</u>	
H.O.B./FEDERAL TAXES	1080	8/7/09	1	11,345.32	FEDERAL INCOME TAX
H.O.B./FEDERAL TAXES	1080	8/7/09	1	10,782.18	FEDERAL INCOME TAX
H.O.B./FEDERAL TAXES	1080	8/7/09	1	2,521.66	FEDERAL INCOME TAX
H.O.B./FEDERAL TAXES	1110	8/21/09	1	12,097.19	FEDERAL INCOME TAX
H.O.B./FEDERAL TAXES	1110	8/21/09	1	12,389.02	FEDERAL INCOME TAX
H.O.B./FEDERAL TAXES	1110	8/21/09	1	2,897.48	FEDERAL INCOME TAX
				<u>52,032.85</u>	
ICMA-VNTGPT TRSFR AGT 401	1082	8/7/09	1	100.00	401-INDIV CONTRIB
ICMA-VNTGPT TRSFR AGT 401	1112	8/21/09	1	100.00	401-INDIV CONTRIB
ICMA-VNTGPT TRSFR AGT 457	1081	8/7/09	1	2,463.46	457 DEF COMP-INDIV
ICMA-VNTGPT TRSFR AGT 457	1081	8/7/09	1	900.00	457 DEF COMP-INDIV
ICMA-VNTGPT TRSFR AGT 457	1111	8/21/09	1	2,463.46	457 DEF COMP-INDIV
ICMA-VNTGPT TRSFR AGT 457	1111	8/21/09	1	900.00	457 DEF COMP-INDIV
				<u>6,926.92</u>	
PERS HEALTH BENEFIT SERV	1117	8/31/09	1	27,620.80	MEDICAL INSURANC-YER
PERS HEALTH BENEFIT SERV	1117	8/31/09	2	(6.85)	MEDICAL INSURANC-YER
PERS HEALTH BENEFIT SERV	1117	8/31/09	3	119.21	MEDICAL INSURANC-YER
PERS HEALTH BENEFIT SERV	1117	8/31/09	4	88.56	MEDICAL INSURANC-YER
PERS HEALTH BENEFIT SERV	1117	8/31/09	5	3,434.65	MEDICAL INSURANC-YER
PERS HEALTH BENEFIT SERV	1117	8/31/09	6	1,098.97	MEDICAL INSURANC-YER
PERS HEALTH BENEFIT SERV	1117	8/31/09	7	6,939.57	MEDICAL INSURANC-YER
PERS HEALTH BENEFIT SERV	1117	8/31/09	8	2,846.68	MEDICAL INSURANC-YER
PERS HEALTH BENEFIT SERV	1117	8/31/09	9	2,563.34	MEDICAL INSURANC-YER
PERS HEALTH BENEFIT SERV	1117	8/31/09	1	1,460.60	MEDICAL INSURANC-YER
				<u>46,165.53</u>	
PERS RETIREMENT SYSTEM	1083	8/7/09	1	25,109.52	PERS PAYROLL REMITTANCE
PERS RETIREMENT SYSTEM	1113	8/21/09	1	(0.01)	PERS PAYROLL REMITTANCE
PERS RETIREMENT SYSTEM	1113	8/21/09	2	25,863.66	PERS PAYROLL REMITTANCE
				<u>50,973.17</u>	
PRINCIPAL LIFE INSUR COMP	1118	8/31/09	1	2,701.18	DENTAL INSURANCE-YER
PRINCIPAL LIFE INSUR COMP	1118	8/31/09	2	0.07	DENTAL INSURANCE-YER
PRINCIPAL LIFE INSUR COMP	1118	8/31/09	1	126.52	DENTAL INSURANCE-YER
				<u>2,827.77</u>	

**CAMBRIA COMMUNITY SERVICES DISTRICT
EXPENDITURE REPORT
FOR THE MONTH ENDING AUGUST 31, 2009**

VENDOR NAME	CHECK NUMBER	CHECK DATE	LINE NO.	LINE AMOUNT	LINE DESCRIPTION
SEIU, LOCAL 620	1084	8/7/09	1	392.40	SEIU UNION DUES
SEIU, LOCAL 620	1114	8/21/09	1	392.40	SEIU UNION DUES
				<u>784.80</u>	
SLO CREDIT UNION	1076	8/7/09	1	320.00	CREDIT UNION
SLO CREDIT UNION	1105	8/21/09	1	320.00	CREDIT UNION
				<u>640.00</u>	
STATE OF CAL -DISB. UNIT	1085	8/7/09	1	129.23	DEDUCTION-MISC 1
STATE OF CAL -DISB. UNIT	1115	8/21/09	1	129.23	DEDUCTION-MISC 1
				<u>258.46</u>	
THE VARIABLE ANNUITY LIFE	1086	8/7/09	1	150.00	DEFERRED COMP -VALIC
THE VARIABLE ANNUITY LIFE	1116	8/21/09	1	150.00	DEFERRED COMP -VALIC
				<u>300.00</u>	
<i>Payroll Payable Vendor Sub-Total</i>				<u>293,560.84</u>	
TOTAL DISBURSEMENTS FOR AUGUST, 2009				<u>506,504.56</u>	



ADDENDA TO MONTHLY EXPENDITURE REPORT

<i>DEPARTMENT CODES</i>	
FD	Fire Department
PM	Facilities and Resources (Property Management)
ADM	Administration
RC	Resource Conservation
WD	Water Department
WW	Wastewater Department
PR	Parks & Recreation

CAMBRIA COMMUNITY SERVICES DISTRICT
MINUTES OF THE REGULAR MEETING OF BOARD OF DIRECTORS
AUGUST 20, 2009 – VETERANS MEMORIAL BUILDING

- 1. Call to Order:** President Sanders called the meeting to order at 12:30 p.m. and led the pledge of allegiance. District Counsel Tim Carmel reported labor negotiations were discussed; but no report from closed session.

Present: Directors Clift, Chaldecott, De Micco, MacKinnon and President Sanders
Absent: None

Also present: General Manager Tammy Rudock, District Counsel Tim Carmel,
District Engineer Bob Gresens, and District Clerk Kathy Choate

- 2. Public Comment:**

Ron Crummitt, Cambria. Commended new board and staff. Supports enacting and completing desal plant with BRP. Suggested publishing recap/history of desal and alternatives reviewed in The Cambrian.

Amanda Rice, Cambria. Responded to BRP comment; Urban Reserve Line protects growth and County's plans for limited growth. Commented on Water Code 350 Water Master Plan, retrofit program, increased storage capacity for fire protection, lot merger program, and 8-year moratorium with outdated policies. Requests Board review and determine need for Water Code 350 emergency declaration.

Jeff Roberts, Fresno, Granville Homes. Requested placement on future agenda for Board consideration a proposal to purchase Moonstone Inn property. He is working with staff to draft proposal regarding exchanging commercial for residential use with net benefit for district.

Ray Wilson, Cambria. Commented on Fern Canyon and PG&E contractors cutting down trees and leaving debris and 20-foot logs behind.

- 3. Agenda Review:**

General Manager identified existing litigation: Landwatch SLO County filed by Cynthia Hawley vs CCSD and J E Lindsey vs CCSD.

Consent Items A, C, D and E were pulled for separate consideration.

- 4. Acknowledgements/Presentation:**

Director Clift acknowledged the efforts of staff on the upcoming Pinedorado follies, parade and the things that come around Labor Day. Thanked Board for support by moving August meeting date to accommodate Pinedorado.

- 5. Special Reports**

A. Sheriff's Department Report: Commander Ben Hall unable to attend.

- 6. Manager's and Board Reports**

A. Manager's Report: Tammy Rudock summarized and presented the Managers' reports. Board discussion followed regarding voluntary lot merger program. After next BRP Finance Committee meeting, bring report back to Board. Bob Gresens presented his engineer's report. Board discussion followed. President Sanders directed Utilities Committee to meet with staff to review Rodeo Grounds/Stuart Street Tank and SCADA projects and come back with recommendation to Board.

B. Member and Committee Reports

Director Chaldecott reported on Parks and Trails tour and amount of work being accomplished and expressed appreciation for keeping Cambria a nice place to walk.

7. Consent Agenda

- A. Approve expenditures for the month of July 2009
- B. Approve minutes of Board of Directors meeting July 23, 2009
- C. Consider adoption of Resolution 34-2009 rejecting claim by Dianne Kennedy as recommended by SDRMA (Special District Risk Management Authority)
- D. Consider adoption of Resolution 37-2009 rejecting claim by Don Bricker Property Management as recommended by SDRMA (Special District Risk Management Authority)
- E. Consider adoption of Resolution 38-2009 naming the Cambria Dog Park in honor of Joyce and John Heller
- F. Consider adoption of Resolution 39-2009 rescheduling the September 24, 2009 regular board meeting to October 1, 2009

Consent Agenda Items pulled for separate discussion:

7.A. Approve expenditures for the month of July 2009. Expense exceptions, Davidson and Associates and Carmel & Naccasha were discussed. President Sanders requested a report of all litigation cases and the impact to water and wastewater funds be placed on the October 1 agenda regular business for board discussion.

Public Comment:

Jerry McKinnon, Cambria. Commented on legal fees and professional services and what fiscal year they are being expended to.

Director MacKinnon moved to approve expenditures for month of July 2009. Director Chaldecott seconded. Motion carried unanimously. Ayes – 5, Noes – 0, Absent - 0

7.C. Consider adoption of Resolution 34-2009 rejecting claim by Dianne Kennedy as recommended by SDRMA (Special District Risk Management Authority). President Sanders presented the item.

Public Comment:

Diane Kennedy, Cambria. Commented on rejection of claim and that she spoke with insurance company and they will more than likely deny the claim which will force litigation. Pointed out June 30 expenditure report with paid claim to Wanda Baker and Dorothy Burhman.

Director Chaldecott moved to adopt Resolution 34-2009 rejecting claim by Dianne Kennedy as recommended by SDRMA. Director MacKinnon seconded. Motion carried unanimously. Ayes – 5, Noes – 0, Absent - 0

7.D. Consider adoption of Resolution 37-2009 rejecting claim by Don Bricker Property Management as recommended by SDRMA (Special District Risk Management Authority). President Sanders presented the item.

Director Chaldecott moved to adopt Resolution 37-2009 rejecting claim by Don Bricker Property Management as recommended by SDRMA. Director MacKinnon seconded. Motion carried unanimously. Ayes – 5, Noes – 0, Absent - 0

7.E. Consider adoption of Resolution 38-2009 naming the Cambria Dog Park in honor of Joyce and John Heller. President Sanders presented the item. Tammy Rudock read the resolution in honor of Joyce and John Heller.

Public Comment:

Jackie Hogan, Cambria. On behalf of Dog Park family, expressed appreciation and a couple of ideas for the name of dog park, J & J Heller Cambria Dog Park.

Director Chaldecott moved to adopt Resolution 38-2009 naming the Cambria Dog Park in honor of Joyce and John Heller with the caveat that the name of the park is subject to further consideration and discretion of staff working with the folks who run the dog park. Director Cliff seconded. Motion carried unanimously.

Ayes – 5, Noes – 0, Absent - 0

Tammy Rudock read Consent Items 7.B. and 7.F. into the record. **Director De Micco moved to adopt the balance of consent calendar as read. Director Chaldecott seconded. Motion carried unanimously. Ayes – 5, Noes – 0, Absent - 0**

8. Hearings and Appeals

A. Public hearing to consider adoption of Resolution 36-2009 authorizing Fire Suppression Benefit Assessment, with no consumer price index (CPI) adjustment for 2009-2010. Tammy Rudock presented the staff report. President Sanders opened the public hearing. No public comment and President Sanders closed the public hearing.

Director MacKinnon moved to adopt Resolution 36-2009. Director DeMicco seconded. Motion carried unanimously. Ayes – 5, Noes – 0, Absent - 0

B. Consider introduction of Ordinance 02-2009 electing to have delinquent solid waste collection and disposal service charges collected on the tax roll. Tammy Rudock presented the staff report. Board discussion followed. Frank Silva, Mission Country commented on delinquent accounts and their process to collect. **Director Cliff moved approval of introduction of Ordinance 02-2009 electing to have delinquent solid waste collection and disposal service charges collected on tax roll. Director MacKinnon seconded. Motion carried. Ayes – 4, Noes – 1 (De Micco), Absent - 0**

C. Conduct public hearing to consider approving the Appropriation Limit for fiscal year 2009/2010 and adopt Resolution 35-2009 establishing the appropriation limit for the CCSD. Tammy Rudock presented the staff report. President Sanders opened the public hearing. No public comment. President Sanders closed public hearing. **Director Chaldecott moved to approve the appropriation limit for fiscal year 2009/2010 and adopt Resolution 35-2009 establishing the appropriation limit for the CCSD. Director MacKinnon seconded. Motion carried unanimously. Ayes – 5, Noes – 0, Absent - 0**

D. Consider fee waiver request by Gloria Ohlendorf and Jose Alvarez, 541 Croyden Lane. Tammy Rudock presented the staff report.

Public Comment:

Gloria Ohlendorf, Cambria. Requested any leniency for a first time offense. Due to travel they did not receive the 48-hour notice. Had it been a phone message she would have received the notice. Board discussion followed. **Director Chaldecott acknowledged customer's good payment history and moved to waive fee in exchange for customer agreeing to sign up for electronic debit. Director De Micco**

**seconded. Board discussion followed. Motion carried.
Ayes – 3, Noes – 2 (MacKinnon, Clift), Absent – 0**

9. Regular Business

A. Discuss DRAFT CCSD Proposition 1A Contingency Plan

Tammy Rudock presented staff report, which discussed the securitization option (an opportunity to exchange the anticipated state (Prop1A) receivable for cash and a draft Prop 1A Contingency Plan that proposes \$159,471 in General Funds. Director Clift reported Finance Committee's consideration of securitization thought if no specific time to guarantee bond and no obligation, take the money and retain in LAIF. It affords an opportunity to build some reserves and the money received should be placed in restricted surplus. Board discussion followed.

B. Consider request by North Coast Ocean Rescue (NCOR) Team for insurance coverage under the CCSD liability policy for its annual "Pier to Point Fun Paddle and Ocean Race" fundraiser. Tammy Rudock presented the staff report. Board discussion followed, including release of liability and SDRMA coverage, Good Samaritan Law, community benefit, and "event" exposure to CCSD.

Public Comment:

Greg Gregg, Cambria. Felt Board and CCSD would go overboard to take care of volunteers rather than the volunteer fund paying for insurance expense.

Richard Stacy, Cambria, NCOR member. NCOR integral part of Cambria Fire Department and supported by Fire Chief and commented on their volunteer work and minimal costs to CCSD.

Steve Bitto, Cambria. When started 15 years ago, assured by Board of Directors, General Manager at that time, and Fire Chief that NCOR was covered under insurance of Fire Department. NCOR vessel title is issued to CCSD.

District Counsel advised the relationship between NCOR and CCSD needs to be clearly defined by agreement or policy.

Director De Micco moved, due to the wonderful services and the important issues and rescue efforts of the North Coast Ocean Rescue and the importance to the community and also the visitors, that CCSD pay the incremental cost between what it would cost NCOR to buy their own insurance versus what it would cost to buy a rider for this event using the CCSD's insurance policy, which insurance coverage names the CCSD as additionally insured, and that the documented costs of the insurance policy be presented to CCSD, General Manager's office for reimbursement to NCOR. Director MacKinnon seconded. Motion carried unanimously.

Ayes – 5, Noes – 0, Absent – 0

10. Public Comment

Amanda Rice, Cambria. Requested availability of federal advocacy report. Responded to Ray Wilson comments regarding tree removal and reported NCAC will be contacting Supervisor Gibson's office regarding tree removal.

11. Adjourn President Sanders adjourned the meeting at 3:50 p.m. to closed session, 1316 Tamson Drive, Suite 204.

CAMBRIA COMMUNITY SERVICES DISTRICT
MINUTES OF THE SPECIAL MEETING OF BOARD OF DIRECTORS
SEPTEMBER 18, 2009 – 1316 TAMSON DRIVE, SUITE 204, CAMBRIA

I. Opening

President Sanders called the meeting to order at 8:10 AM with quorum established.

Present: Directors Chaldecott, Clift, De Micco, MacKinnon and President Sanders

Absent: None

Also Present: General Manager Tammy Rudock, District Counsel Tim Carmel, District Engineer Bob Gresens, and District Clerk Kathy Choate

2. Public Comment: None

3. Special Meeting Business

A. Consider Resolution 43-2009 authorizing expenditure of \$166,000 of CCSD reserves required for local matching funds to encumber Federal Appropriations for FY 2008/09 ending September 30, 2009 for Desalination Project Geotechnical Investigation.

Tammy Rudock introduced the item and noted Bob Gresens is available for technical questions. A full Board discussion and in-depth questions followed with the direction to staff that draft documents from Army Corps of Engineers be provided to the Board and community for information henceforth. A table of projects costs and expected total expenditures are to be included and secure quarterly reports from Army Corps of Engineers as per Project Cooperative Agreement.

Public Comment

Michael Dill, Paso Robles. Lot owner. Spoke in support of desal.

Mahala Burton, Cambria. Spoke in opposition of desal.

David Burton, Cambria. Spoke in opposition of desal.

Ann Winburn, Cambria. Spoke in opposition of desal.

Elizabeth Bettenhausen, Cambria. Requested quarterly reports, commented on WRDA 2007 Act, and requested update on expenses.

Mary Webb, Cambria. Spoke in opposition of desal.

Tina Dickason, Cambria. Concerned about water and sewer needs. Opposes authorization of expenditure.

Gregory and Katherine Horn, written comment in support.

Michael Dill, written comment in support.

Jim and Linda Ensley, written comment in support.

Board discussion followed including having Washington DC consultant meet with Army Corps regarding the agreement. Comments regarding severe drought conditions and water alternatives having been analyzed for decades were noted. Desalination was favored, justified, and least expensive solution.

President Sanders suggested adding paragraph amending resolution:

Be it further resolved that the \$166,000 payment shall be made from General Fund reserves and treated as a loan to the Water Fund (Capital Improvements) which shall be documented.

Director Chaldecott moved to adopt Resolution 43-2009 as amended. Director Clift seconded. Ayes – 5, No – 0, Absent - 0

Consent Agenda Item 6 B

4. Public Comment

Cheryl McDowell, Cambria. When will surcharges come?

Mahala Burton, Cambria. What is fall back when permits will not happen?

Mary Webb, Cambria. How can CIP budget expense be approved when it does not exist?

Tina Dickason, Cambria. Potential for legal argument in discussion section of staff report.

5. President Sanders adjourned the meeting at 9:10 AM.

CAMBRIA COMMUNITY SERVICES DISTRICT

TO: Board of Directors

AGENDA NO. **7.C.**

FROM: Tammy Rudock, General Manager

Meeting Date: October 1, 2009

Subject: Consider Adoption of Resolution 40-2009 Approving a 1-Year Lease Extension with Cambria Village Square Shopping Center for the CCSD Administrative Offices for the Period of November 1, 2009 through October 31, 2010

RECOMMENDATIONS:

Adopt Resolution 40-2009 approving a lease extension for one (1) year at the existing rental rate between the CCSD and Cambria Village Square Shopping Center for the CCSD Administrative Offices (Suites 201, 202, and 203) located at 1316 Tamson Drive. (Note: Per Board direction during the FY 2009/2010 budget approval process, Suite 204 will be vacated by the CCSD for the period November 1, 2009 through October 31, 2010.)

FISCAL IMPACT:

Annual lease payment for
CCSD Administrative Offices (Suites 201-203): FY 2009/2010: \$38,186

(Note: The CCSD has one more 1-year option to renew at the same rental rate [\$38,186] for the period November 1, 2010, through October 31, 2011.)

DISCUSSION:

The existing CCSD lease agreement with the Cambria Village Square Shopping Center expires on October 31, 2009. The leased property currently consists of Suites 201 through 204 occupied by the Administrative Offices.

Per direction by the Board of Directors during the FY 2009/2010 budget approval process, staff has re-negotiated the existing lease, eliminating Suite 204 from its leased office space for the next lease renewal period. The lease extension will be under the same terms, conditions, at a rate of \$3,182.13 per month during the term of this lease (approximately \$1.05 sq. ft.). The approved original lease, lease extensions, and a lease history are attached for reference.

Attachments: Resolution 40-2009
2009 Lease Extension
Original Lease, Lease Extensions, and Lease History

BOARD ACTION: Date _____ Approved: _____ Denied: _____

UNANIMOUS: ___SANDERS___ CHALDECOTT ___ CLIFT ___ DEMICCO ___ MACKINNON___



RESOLUTION 40-2009
OCTOBER 1, 2009

A RESOLUTION OF THE BOARD OF DIRECTORS
OF THE CAMBRIA COMMUNITY SERVICES DISTRICT
AUTHORIZING A ONE-YEAR LEASE EXTENSION WITH
CAMBRIA VILLAGE SQUARE SHOPPING CENTER
FOR THE CCSD ADMINISTRATIVE OFFICES
FOR THE PERIOD NOVEMBER 1, 2009 THROUGH OCTOBER 31, 2010

The Board of Directors of the Cambria Community Services District does hereby resolve as follows:

1. Authorize a 1-year lease extension for the period of November 1, 2009 through October 31, 2010, with Cambria Village Square Shopping Center for the CCSD Administrative Offices (Suite 201, 202, and 203), at the monthly rental rate of \$3,182.13; and
2. Authorize the CCSD General Manager to sign the lease extension.

PASSED AND ADOPTED THIS 1ST day of October 2009.

Gregory W. Sanders
President, Board of Directors

ATTEST:

APPROVED AS TO FORM:

Kathy A. Choate
District Clerk

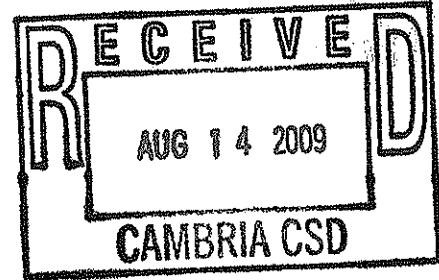
Tim Carmel
District Counsel

✓ O: TARTAN
C: FS

CAMBRIA VILLAGE SQUARE SHOPPING CENTER
1211 Maricopa Highway,
Suite 205
Ojai, California 93023
805/646-5153

August 12, 2009

Tammy A. Rudock
General Manager
Cambria Community Services District
1316 Tamson Drive, Suite 201
Cambria, California 93428



Subj: Space reduction and lse. Renewal
Re: Your ltr. of 8/6/09

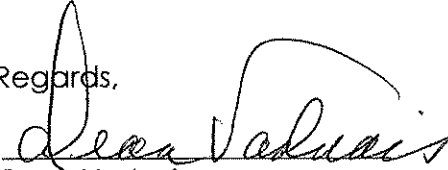
Dear Tammy,

I appreciate the early notification of the space reduction for your upcoming lease extension. The lease renewal for the period November 1, 2009 through October 31, 2010 will be reduced to three thousand one hundred eighty-two and 13/100 dollars (\$3,182.13) monthly on a lease for suites 201, 202 and 203. There will be no annual CPI acceleration.

Let's schedule the walk-thru of Suite 204 after you have completed vacating the space at the end of October.

I am enclosing the lease extension for your presentation to your Board of Directors.

Regards,

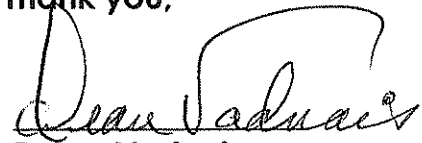

Dean Vadnais
Cambria Village Square

CAMBRIAVILLAGE SQUARE
SHOPPING CENTER
1211 Maricopa Highway, Suite 205
Ojai, California 93023
805/927-0821

PROPOSED LEASE EXTENSION
For
APPROVAL & SIGNATURE

Enclosed is a copy of your new lease extension for your review.
Please sign and return to our office. A signed copy will be sent to
you by return mail.

Thank you,


Dean Vadnais

CAMBRIA VILLAGE SQUARE SHOPPING CENTER

1211 MARICOPA HIGHWAY, SUITE 205

City of Cambria, California 93428

805-646-5133

August 12, 2009

LEASE EXTENSION
for
CAMBRIA COMMUNITY SERVICES DISTRICT
1316 Tamson Drive, Suite 202
Cambria, California 93428

Lessor hereby extends existing lease of November 1, 1998 and the lease extension expiring October 31, 2009 for an additional one (1) year to expire October 31, 2010. Providing the lessee abides by the term of the lease a two (2) year lease option is offered.

This lease extension is for Suites 201, 202 and 203 with the deletion of Suite 204. Minimum rent shall be reduced to Three thousand one hundred eighty-two and 13/100 dollars (\$3,182.13) monthly during the term of this lease..

Lease extension is hereby granted under the same terms and conditions as the existing lease.

Cambria Village Square Lessor
By Dean Vadnais

Cambria Community Services District Lessee
By _____

Date _____

Date _____



August 6, 2009

DIRECTORS:

Gregory Sanders
President

Peter Chaldecott
Vice President

Muril Clift
Director

Frank DeMicco
Director

Allan MacKinnon
Director

Dean Vadnais
Cambria Village Square
1211 Maricopa, Suite 205
Ojai, CA 93023

Re: 1316 Tamson Drive, Suite 204
Cambria, CA

Dear Dean:

OFFICERS:

Tammy Rudock
General Manager

Tim Carmel
District Counsel

Kathy Choate
District Clerk

I am taking this opportunity to give you the heads up that the CCSD Board of Directors has directed me through its Fiscal Year 2009/2010 budget approval process to vacate Suite 204 at the end of this lease term (October 31st). Therefore, when the Board considers the lease renewal for the period November 1, 2009, through October 31, 2010, it will not include the Suite 204 office space.

Please provide me with the monthly rent for the CCSD's continued use of Suites 201, 202, and 203, for the upcoming lease term renewal. Also, let me know if and/or when you would want to schedule a "walk-thru" of Suite 204 on or about October 31st.

Thanks for your cooperation.

Sincerely,

A handwritten signature in black ink that reads "Tammy A. Rudock". The signature is fluid and cursive.

Tammy A. Rudock
General Manager

CAMBRIA VILLAGE SQUARE SHOPPING CENTER

1211 MARICOPA ROAD, SUITE 205

Ojai, California 93023

805-466-5150

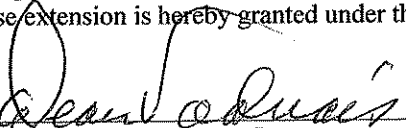
January 6, 2009

LEASE EXTENSION
for
CAMBRIA COMMUNITY SERVICES DISTRICT
1316 Tamson Drive, Suite 202
Cambria, California 93428

Lessor hereby extends existing lease of November 1, 1998 and the lease extension expiring October 31, 2008 for an additional one (1) year to expire October 31, 2009. Providing the lessee abides by the term of the lease a one (1) year lease option is offered.

Minimum rent shall remain four thousand two hundred forty-two and 84/100 (\$4,242.84) dollars monthly during the term of this lease..

Lease extension is hereby granted under the same terms and conditions as the existing lease.


Cambria Village Square Lessor
By Dean Vadnais

Cambria Community Services District Lessee
By _____

Date 1/6/09

Date _____

CAMBRIA VILLAGE SQUARE SHOPPING CENTER

1211 MARICOPA ROAD, SUITE 205

January 6, 2009

LEASE EXTENSION
for
CAMBRIA COMMUNITY SERVICES DISTRICT
1316 Tamson Drive, Suite 202
Cambria, California 93428

Lessor hereby extends existing lease of November 1, 1998 and the lease extension expiring October 31, 2008 for an additional one (1) year to expire October 31, 2009. Providing the lessee abides by the term of the lease a one (1) year lease option is offered.

Minimum rent shall remain four thousand two hundred forty-two and 84/100 (\$4,242.84) dollars monthly during the term of this lease..

Lease extension is hereby granted under the same terms and conditions as the existing lease.

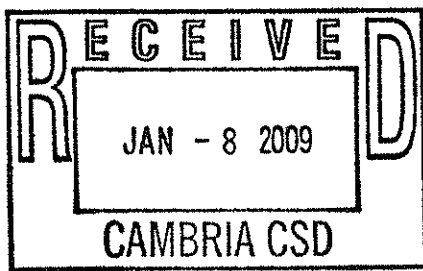
Cambria Village Square Lessor
By Dean Vadnais

Tammy A. Rudock

Cambria Community Services District Lessee
By *Tammy A. Rudock, GM*

Date _____

Date *1/8/09*



CAMBRIA VILLAGE SQUARE SHOPPING CENTER

1211 MARICOPA ROAD, SUITE 205

Cambria, California 93973

2075646-5153

October 2, 2006

LEASE EXTENSION
for
CAMBRIA COMMUNITY SERVICES DISTRICT
1316 Tamson Drive, Suite 202
Cambria, California 93428

Lessor hereby extends existing lease of November 1, 1998 and the lease extension expiring October 31, 2006 for an additional two (2) year to expire October 31, 2008.

Minimum rent shall be four thousand one hundred forty-seven and 45/100 (\$4,147.45) dollars monthly.

Lease extension is hereby granted under the same terms, conditions and accelerations as the existing lease.

Cambria Village Square Lessor
By Dean Vadnais

Tammy A. Rudock
Cambria Community Services District Lessee
By Tammy A. Rudock, General Manager
Date 1/11/07

Date _____

orig. lease doc. page 2 of 2

Jammy Rudock - Your copy for your records.

CAMBRIA VILLAGE SQUARE SHOPPING CENTER
1211 MARICOPA ROAD, SUITE 205

October 2, 2006

LEASE EXTENSION
for
CAMBRIA COMMUNITY SERVICES DISTRICT
1316 Tamson Drive, Suite 202
Cambria, California 93428

Lessor hereby extends existing lease of November 1, 1998 and the lease extension expiring October 31, 2006 for an additional two (2) year to expire October 31, 2008.

Minimum rent shall be four thousand one hundred forty-seven and 45/100 (\$4,147.45) dollars monthly.

Lease extension is hereby granted under the same terms, conditions and accelerations as the existing lease.

Dean Vadnais
Cambria Village Square Lessor
By Dean Vadnais

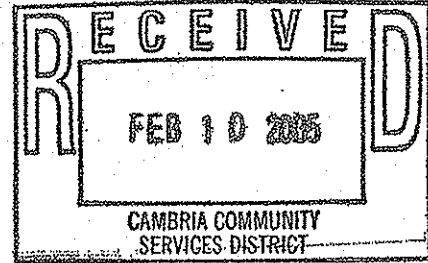
Cambria Community Services District Lessee

By _____

Date *October 2, 2006*

Date _____

orig. lease doc page 1 of 2



CAMBRIA VILLAGE SQUARE SHOPPING CENTER

1211 MARICOPA ROAD, SUITE 203
Ojai, California 93023
805/646-5153

January 21, 2005

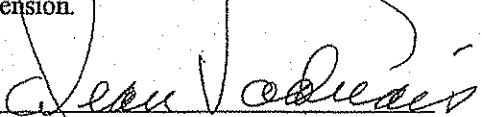
LEASE EXTENSION
for
CAMBRIA COMMUNITY SERVICES DISTRICT
1316 Tamson Drive, Suite 202
Cambria, California 93428

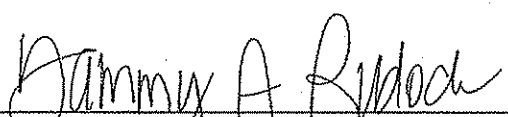
Lessor hereby extends existing lease of November 1, 1998 and the lease extension expiring October 31, 2004, 1316 Tamson Drive, for an additional two (2) years to expire October 31, 2006.

Minimum rent shall be three thousand seven hundred ninety and 81/100 (\$3,790.81) dollars monthly.

Lease extension addition of Suite 204 is hereby granted under the same terms, conditions and accelerations as the existing lease.

Providing the Lessee maintains the above space under the same terms and conditions a two (2) year option is extended Lessee is to notify the lessor of his intentions 90 days prior to the expiration of this lease extension.


Keeler-Vadnais Lessor
By Dean Vadnais


Cambria Community Services District Lessee
By Tammy A. Rudock, GM

Date 2/9/05

Date _____

RECEIVED

OFC 11-2003

CAMBRIA COMMUNITY SERVICES DISTRICT

CAMBRIA VILLAGE SQUARE SHOPPING CENTER
1211 MARICOPA ROAD, SUITE 205
Ojai, California 93023
805/646-5153

October 21, 2003

LEASE EXTENSION
for
CAMBRIA COMMUNITY SERVICES DISTRICT
1316 Tamson Drive, Suite 202
Cambria, California 93428

Lessor hereby extends existing lease of November 1, 1998 and the lease extension expiring October 31, 2003 as well as the inclusion of Suite 204, 1316 Tamson Drive, for an additional one (1) year to expire October 31, 2004.

Minimum rent shall be three thousand six hundred twenty-seven and 57/100 (\$3,627.57) dollars monthly.

Lease extension and space addition of Suite 204 is hereby granted under the same terms, conditions and accelerations as the existing lease.

Dean Vadnais
Kester-Vadnais Lessor
By Dean Vadnais

ASST. G.M.
Jimmy A. Rudecke for V.L. Hamilton
Cambria Community Services District Lessee
By Vern Hamilton

Date December 15, 2003

Date 12/12/03 (originally signed)
1/29/04 (this copy!)

CAMBRIA VILLAGE SQUARE
SHOPPING CENTER
1211 Maricopa Highway, Suite 205
Ojai, California 93023
805/927-0821
805/646-5153

DEC 18 2002

CAMBRIA COMMUNITY SERVICES DISTRICT

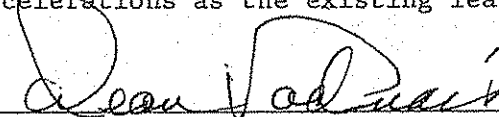
November 1, 2002

LEASE EXTENSION
FOR
CAMBRIA COMMUNITY SERVICES DISTRICT
1313 Tamson Drive, suite 202
Cambria, California 93428

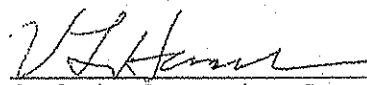
The lessor hereby extends the existing lease of November 1, 1998 and the lease extension expiring October 31, 2002 for an additional one (1) year to expire October 31, 2003.

Minimum rent shall be two thousand six hundred twenty seven and 39/100 (\$2,627.39) dollars monthly.

Lease extension is hereby granted under the same terms, conditions and accelerations as the existing lease.



Keeler-Vadnais Lessor
By: Dean Vadnais



Cambria Community Services District
By: Vern Hamilton, General Manager

Date: 12/6/02

Date: 12/23/02

CAMBRIA VILLAGE SQUARE SHOPPING CENTER

1211 MARICOPA ROAD, SUITE 205

Ojai, California 93023

805/646-5153

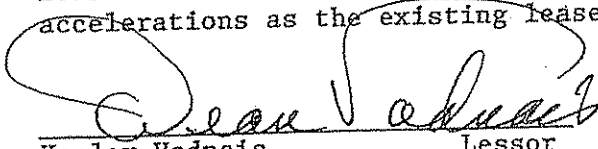
November 1, 2001

LEASE EXTENSION
for
CAMBRIA COMMUNITY SERVICES DISTRICT
1313 Tamson Drive, Suite 202
Cambria, California 93428

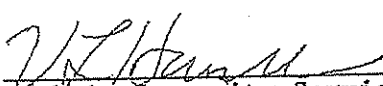
Lessor hereby extends existing lease of November 1, 1998 and the lease extension expiring October 31, 2001 for an additional one (1) year to expire October 31, 2002.

Minimum rent shall be two thousand five hundred two and 28/100 (\$2,502.28) dollars monthly.

Lease extension is hereby granted under the same terms, conditions and accelerations as the existing lease.


Keeler-Vadnais
By Dean Vadnais

Lessor


Cambria Community Services District
By Vern Hamilton - General Manager

Date

November 26, 2001

Date

12/04/01

CAMBRIA VILLAGE SQUARE SHOPPING CENTER

1211 MARICOPA ROAD, SUITE 205

Ojai, California 93023

805/646-5153

February 16, 2001

LEASE EXTENSION

for

CAMBRIA COMMUNITY SERVICES DISTRICT

1316 Tamson Drive, Suite 202

Cambria, California 93428

Lessor hereby extends existing lease of November 1, 1998 and the lease extension expiring October 31, 2000 for an additional one (1) year to expire October 31, 2001.

Minimum rent shall be two thousand four hundred forty-one and 25/100 (\$2,441.25) dollars monthly.

Lease extension is hereby granted under the same terms, conditions and accelerations as the existing lease.

Dean Vadnais
By Dean Vadnais

Lessor

Cambria Community Services District Lessee
By Kenneth Topping

Date

February 16, 2001

Date

Cambria Village Square

Shopping Center
1253 Knollwood Circle, Suite D201
Cambria, California 93428
805 927-0821


October 20, 1999

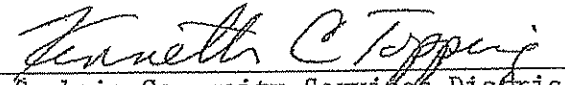
AMENDMENT TO GENERAL LEASE

This amendment to the general lease dated November 5, 1998, by and between Fred Keeler II and Dean Vadnais (Landlord) and Cambria Community Services District, (Tenant) to that certain improved commercial property known as Building I, Suites 201 and 202, 1316 Tamson Drive, Cambria, California is made as follows:

Landlord provides tenant with Suite 203, 1316 Tamson Drive, Cambria, California as an addition to the existing lease under the same terms, conditions and accelerations. The additional cost shall be seven hundred fifty and no/100 dollars (\$750.00) monthly.

This amendment is effective November 1, 1999. The monthly installments begin November 1, 1999 and continue the entire length of the lease.


~~Huntsinger Vadnais~~ Lessor
By Dean Vadnais
Keeler - VADNAIS
Dated October 28, 1999


Cambria Community Services District
By Kenneth C. Topping
Dated 10-28-99

Cambria Village Square

Shopping Center
1253 Knollwood Circle, Suite D201
Cambria, California 93428
805 927-0821

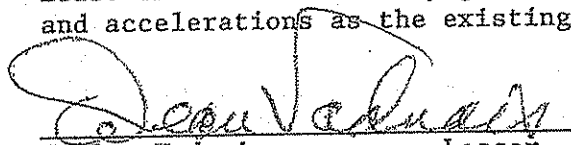
October 20, 1999

LEASE EXTENSION
for
CAMBRIA COMMUNITY SERVICES DISTRICT
1316 Tamson Drive, Suite 202
Cambria, California 93428

Lessor hereby extends existing lease of November 1, 1998 and ending October 31, 1999 for an additional one (1) year to expire October 31, 2000.

Minimum rent shall be one thousand five hundred seventy-five and no/100 dollars (1,575.00) monthly.

Lease extension is hereby granted under the same terms, conditions and accelerations as the existing lease.


Keeler-Vadnais Lessor
By Dean Vadnais

Date October 28, 1999


Cambria Community Services District
By Kenneth C. Topping

Date 10-28-99

CAMBRIA VILLAGE SQUARE
SHOPPING CENTER
1253 Knollwood Circle
Cambria, California 93428

GENERAL LEASE

This lease, made and entered into this 5th day of ~~November~~ 1998 in the Community of Cambria, County of San Luis Obispo, State of California, by and between Fred Keeler II and Dean Vadnais hereafter called Landlord, and Cambria Community Services District, hereinafter called tenant.

WITNESSETH:

A. Landlord is the owner in fee of real property and buildings thereon situated in the Community of Cambria, County of San Luis Obispo, State of California, more particularly described for purposes of this lease as CAMBRIA VILLAGE SQUARE.

B. Tenant desires to lease from Landlord and Landlord desires to lease to tenant a space consisting of building frontage and office space upon terms and conditions herein provided, commonly known as Building I, Suites 201 & 202, 1316 Tamson Drive, Cambria, California.

C. Tenant desires to conduct a Public Agency Office and for no other purpose. Now, therefore, in consideration of the premises and of the rents, sign regulations and agreements hereinafter reserved, mentioned and contained, it is hereby mutually agreed as follows:

ARTICLE I
PREMISES

Landlord does demise and let to tenant and tenant does lease and take from landlord, for the term and upon the terms and conditions set forth in this lease, "Demised Premises", subject to taxes, reservations, easements, rights of way, CC&R's and sign regulations.

ARTICLE II
TERM

To have and to hold the demised premises for and during a period of one (1) year commencing on the 1st day of NOV, 1998 and continuing until the 31st day of October, 1999. Providing the tenant meets the terms and conditions of this lease five (5) one (1) year options are extended, however, the tenant agrees to a 5% rental acceleration the second and third year, CPI the fourth and fifth year plus the payment of a proportionate share of common area maintenance costs each year of the lease.

Should space within the Cambria Village Square currently occupied become available during the term of this lease, including extensions, tenant shall have a right of second refusal to lease such space, however Cuesta Title Company has the right of first refusal in the afore mentioned circumstances and this right applies for only the following buildings: building "B", 1235 Knollwood Drive, Building "C", 1241 Knollwood Drive, building D, 1253 Knollwood Drive, building "H", 1326 Tamson Drive (American West has a seventy-two hour right of first refusal on vacant suite 101) and building I, 1316 Tamson with the exception of suite 204. All other buildings are for retail or special use and are not included in this right of refusal.

ARTICLE III
RENTAL

Section 1. MINIMUM RENT. Tenant shall pay to landlord, as minimum rental on or before the first day of the month the amount of one thousand and no/100 dollars (\$1,500.00) per month with a proportionate share of the expenses for common area maintenance (CAM). CAM is not to exceed \$0.20 per square foot per month.

Section 2. DELINQUENT RENT. Minimum monthly rent not paid by the 3rd day of the month shall bear a penalty of 5% of the minimum monthly rent. Minimum monthly rent not paid by the 10th of the month shall be considered a default of this lease by the Lessee.

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Section 3. INITIAL DEPOSIT. Lessor acknowledges receipt from the Lessee a deposit in the amount of two thousand and no/100 dollars (\$2,000.00) as a security deposit.

ARTICLE IV
COMMON AREAS MAINTENANCE AND CHARGES

Section 1. The term "common areas" refer to exterior areas within the boundaries of the CAMBRIA VILLAGE SQUARE SHOPPING CENTER [exclusive of building pads and/or footprint sites reserved for future buildings and the like included within the Shopping Center] if any, after the commencement of leasehold improvements thereon which are now or hereafter made available for general use, convenience and benefit of Landlord and other persons entitled to occupy space in the Shopping Center, which areas include but not limited to parking areas, driveways, open malls, sidewalks, landscaped and planted areas.

Section 2. The landlord shall keep or cause to be kept the common areas in a clean, neat and orderly condition, properly lighted and landscaped on a weekly basis. He shall repair any damages to the facilities thereof, but all expenses in connection with the common areas shall be charged and prorated to the tenants in the manner set forth. It is understood and agreed that the term "expenses" in connection with the common areas as used herein shall be construed to mean all ordinary and necessary direct cost including, but not be limited to all sums expended in connection with the common facilities; CCSD charges, electric charges for common area and parking lot lighting, gardening services, resurfacing, repainting, striping, restoring, cleaning, sweeping and janitorial services, maintenance painting or renovation of the exterior portion of all or any part of the improvements constructed on the Shopping Center, maintenance and repair of any fire protection systems, storm drain systems and any other utility systems; all cost or expense incurred by reason of any repairs or modifications to the Shopping Center and/or its improvements and/or for repairs or installation of equipment required for energy or safety purposes as required by government statutes, ordinances, rules or regulations in force from time to time; personnel to implement such services, property taxes and public liability and property damage insurance covering areas in amounts as required by landlord exclusive of management, supervisory, general and administrative charges. Landlord may cause any or all said services to be provided by an independent contractor or contractors.

ARTICLE V
TAXES ON PERSONAL PROPERTY

It is agreed that tenant shall pay all taxes on every kind of any fixture, equipment and personal property located in the demised premises.

ARTICLE VI
UTILITIES

Tenant shall pay all charged for gas, electrical, telephone service, heating expense including repair, service and maintenance and other utilities used in or about the demised premises during the term of this lease. Tenant is aware this space is not air conditioned. Heating system is unused and still under warranty by heating contractor.

ARTICLE VII
PARKING AREA

Section 1. Landlord shall appropriate, from time to time, for use as a parking area [as hereinafter defined] a portion of the business center of which the demised premises are a part. The term "parking area", as used in this lease, includes not only actual space available for vehicle parking but also the sidewalks, aisles, streets, driveways and other areas incidental to or used in connection with the operation or maintenance of such parking area. It is understood and agreed, however, that landlord reserves the right, during the term hereof and at any time and from time to time to make changes and/or improvements in the physical character, size, location and operation of said parking area; provided however, that at all times landlord shall make available sufficient parking to satisfy the

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minimum requirement of applicable zoning and planning regulations.

Section 2. Tenant, as a part of responsibility of this lease shall deem it's officers, directors, agents and employees and all other personnel under his direction park in the designated parking areas.

Section 3. Tenant may install and maintain a drive-up CCSD bill drop off box in a mutually agreed location in one of parking lot islands.

ARTICLE VIII USE OF PREMISES

1. Lessee shall not use or permit said premises or any part thereof, to be used for any purpose or purposes other than the purpose or purposes for which said premises are hereby leased

2. **INSURANCE.** Lessee shall at all times during the term of this lease maintain personal injury liability insurance covering the demised premises and it's appurtenances, breezeways and walkways in the amount of one million dollars [\$1,000,000.00] for injury and death of any one person and five million dollars [\$5,000,000.00] for injury to or death of any number of persons in one occurrence, and property liability insurance in the amount of five hundred thousand dollars [\$500,000.00] Such insurance shall insure both lessor and lessee. Tenant shall provide landlord with a copy of the current policy and any declarations and amendments to such policy.

3. **AFFECTING INSURANCE.** No use shall be made or permitted to be made of said premises, nor acts done which will increase the existing rate of insurance upon the building in which said premises may be located, or cause cancellation of any insurance policy covering said building, or any part thereof, nor shall lessee sell, or permit to be kept, used, or sold, in or about said premises, any article which may be prohibited by standard form of fire insurance policies. Lessee shall, at his sole cost, comply with any and all requirements pertaining to the use of said premises of any insurance organization or company necessary for maintenance of reasonable fire and public liability insurance covering said building and appurtenances.

4. **SIGNS.** Lessee shall not place or permit to be placed on any exterior walls or roof, interior or exterior windows or doors on the demised premises any sign or other object or thing visible to public view outside the demised premises. Lessee must comply with the sign regulations as set forth by the lessor for CAMBRIA VILLAGE SQUARE SHOPPING CENTER [exhibit A] and must sign a copy of the sign regulations recognizing said sign regulations are a part of this lease. If tenant fails to remove any signs, markee, awnings or other objects, landlord may enter said premises and remove same. Lessee may not change the color, size location or composition of any sign or advertisement on the demised premises that may have been theretofore approved by the landlord.

5. **TENANT SHALL NOT:** Use or install any plumbing facilities for any purpose other than that for which they were constructed or dispose of any damaging or injurious substance therein. Install outside of the demised premises any exterior lighting, plumbing facilities, shades, awnings or advertising medium such as flashing lights, search lights, loudspeakers, mechanical or electronic equipment or other devises of any nature. Use or permit the sidewalks or balconies on or adjacent to the demised premises to be used for any newsstand, cigar stand, sidewalk shop, display of merchandise or other business occupation or undertaking, nor in any way obstruct the sidewalks, walkways, areaways or commonly shared property. Tenant shall have the right to install and maintain an exterior two-way radio antenna and the appurtenant wiring at a mutually agreed upon location on and in the demised premises.

6. **WASTE.** Lessee shall not commit, or suffer to be committed any waste upon said premises or any nuisance or other act or thing which my disturb the quiet enjoyment of any other tenant in the building in which the demised premises may be located. Lessee shall keep the Demised Premises in good order and repair at all times during the term of this lease. On failure of lessee to promptly make necessary repairs after notice to do so by lessor, lessor or its assigns may perform all repairs that may be necessary and add the cost of such repairs to the rent due hereunder on the first day of the month following the repairs.

7. **ALTERATIONS.** Lessee shall not make, or suffer to be made, any alterations of the said premises or any part thereof, without the written consent of lessor, and additions to, or alterations of said premises, except moveable furniture and trade fixtures, shall become at once a part of the realty and belong to the lessor.

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Tenant is given permission to install and maintain a standby electrical generator of sufficient capacity to carry on District functions during emergencies and power outages providing it is install inside a building so as to not be unsightly or an on other tenants.

8. **ABANDONMENT.** Lessee shall not vacate or abandon the premises at any time during the term; and if lessee shall abandon, vacate or surrender said premises or be disposed by process of law, or otherwise, any personal property belonging to lessee and left on the premises may be removed and the lessee shall have a lien upon all such property not exempt from a lien by California Civil Code Section 1861, Notice of Sale and the sale to enforce said lien shall be governed by California Civil Code. The proceeds realized from any such sale shall be applied first to the payment of the expenses of sale, reimbursements of costs to remove the property from the premises, costs of storage pending sale and reasonable attorney fees incurred in connection therewith any balance remaining shall be applied to the payment of any other sums which may then or thereafter be legally due lessor from lessee; after satisfying all of the obligations previously enumerated the balance, if any, shall be paid over to the lessee.

9. **MAINTENANCE AND REPAIR.** As part of the consideration for rental, lessee shall, at his sole cost, keep and maintain said premises and appurtenance and every part thereof [excepting exterior walls, roof and sidewalks adjacent to said premises which lessor agrees to repair], any store front and interior of the premises in good and working condition, sanitary order and repair broken windows and glazing. By entry hereunder, lessee accepts the premises as being in good and sanitary order, condition and repair and agrees on the last day of said term, or sooner termination of this lease, to surrender unto the lessor all and singular said premises with said appurtenances in the same condition as when received, reasonable use and wear thereof and damage by fire, act of God, or by the elements excepted and to remove all of the lessee's signs from said premises.

Tenant shall refrain from overloading any floor in the demised premises.

Lessee shall permit lessor and his agents to enter into and upon said premises at all reasonable times, after giving notice for the purpose of inspecting the same, or for the purpose of maintaining the building, or for the purpose of making repairs, alterations or additions to any other portion of said building including the erection and maintenance of such scaffolding, canopies, fences and props as may be required, or for the purpose of posting notices of non-liability for alterations, additions or repairs, or for the purpose of placing upon the property in which the said premises are located any usual or ordinary "For Sale" signs, without any rebate of rent and without any liability to lessee for any loss of occupation or quiet enjoyment of the premises thereby occasioned, and shall permit lessor, at any time within thirty days prior to the expiration date of this lease, to place upon said premises any usual or ordinary "To Let" or "To Lease" signs.

Landlord shall not be deemed to be in default with respect to any repair which it is required to make unless landlord fails to make the same within a reasonable time after notice in writing of the necessity thereof shall have been served upon landlord by tenant. It being expressly agreed that the entire burden of and duty of inspection shall rest solely with tenant.

Tenant shall keep Shopping Center free from any mechanical or materialmen's liens and any other liens of a similar nature placed upon the Shopping Center by reason of or in connection with any repairs, additions, alterations or improvements contracted for or initiated by tenant, and shall be solely responsible for making payments for such work and discharging liens for such work. Tenant agrees to fully indemnify landlord with respect to all liability for all such liens, claims and demands, together with reasonable attorneys' fees and all costs and expenses in connection therewith.

Landlord shall have the right at all times to post the premises with notices of non-responsibility [and to record verified copies thereof] in order to place contractors and materialmen on notice that landlord is not to be held financially responsible for any such work. Tenant shall, at the request of the landlord, provide landlord with notarized full and unconditional lien releases and paid receipts from any general contractor, subcontractors, materialmen or other person furnishing labor and/or materials in connection with such work, as well as any other evidence required by landlord to demonstrate that there shall be no liens affecting landlord or Shopping Center by reason of such work. Any amount paid by landlord to discharge or bond around any such liens shall be payable by tenant to landlord upon demand.

Notwithstanding anything to the contrary hereinabove contained, if tenant shall in good faith contest the validity of any such lien, claim or demand, then tenant shall, at its sole expense, defend itself and landlord [with counsel reasonably satisfactory to landlord] against the same, and shall pay and satisfy any adverse judgement that may be rendered thereon for enforcement thereof against landlord, upon condition that if landlord shall require, tenant shall procure a record a bond [in accordance with Section 3143 of the California Civil Code or any comparable statute hereafter enacted] freeing landlord and the Shopping Center from the effect of such lien or claim or action

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thereon.

10. LEGAL USE. Lessee shall, at his sole cost, comply with all of the requirements of all municipal, state and federal authorities now in force or which may hereafter be in force, pertaining to the use of said premises. The judgement of any court of competent jurisdiction, or the admission of lessee in any action of proceeding against lessee, whether lessor be a party thereto or not, that lessee has violated any such ordinance or statute in said use shall be conclusive of that fact as between lessor and lessee.

11. INDEMNIFICATION AND NON-LIABILITY OF LANDLORD. Lessee waives all claims against Lessor for damage to any property or injury or death of any person on the Demised Premises arising at any time and from any cause other than the negligence or willful misconduct of Lessor or Lessor's employees, agents, or contractors. Lessee shall hold Lessor harmless from and defend Lessor against all claims, liability, damage or loss arising out of any injury or death of any person or damage to or destruction of property attributable to the use of the Demised Premises by Lessee, except that caused by negligence or willful misconduct of Lessor or Lessor's agents, contractors or employees. These indemnity obligations shall include reasonable attorney fees incurred by Lessor. The provisions of this paragraph to indemnify and hold Lessor harmless are limited to the amount of loss that is not paid to Lessor out of insurance proceeds, if any.

12. AUCTIONS. Lessee shall not conduct or permit to be conducted any sale by auction on said premises.

13. ANIMALS. Tenant shall at all times during this lease refrain from keeping or permit the keeping of any animals of any kind about or upon the premises.

14. DESTRUCTION. In the event of [a] a partial destruction of said premises or the building containing same during said term which required repairs to either said premises or said building, or [b] said premises or said building being declared unsafe or unfit for occupancy by authorized public authority for any reason other than the lessee's act, use or occupation which declaration required repairs to either said premises or said building lessor shall forthwith make such repairs, providing such repairs can be made within sixty [60] days under the laws and regulation of authorized public authorities, but such partial destruction [including any destruction necessary in order to make repairs required by any such declaration] shall in no wise annul or void this lease, except that lessee shall be entitled to a proportionate deduction of rent while such repairs are being made. Such proportionate deduction to be based upon the extent to which the making of such repairs shall interfere with the business carried on by lessee in said premises. In the event that the lessor does not so elect to make such repairs within sixty [60] days, or such repairs cannot be made under such laws and regulations, this lease may be terminated at the option of either party. In the event of any dispute between lessor and lessee relative to the provisions of this paragraph, they select an arbitrator. The two arbitrators so selected shall hear and determine the controversy and their decision thereof shall be final and binding on both the lessor and the lessee who shall bear the cost of such arbitration equally between them.

15. DEFAULT OR TERMINATION. If default be made by lessee in payment of rent or in the observance payment or performance of any of the other provisions, terms or conditions of this lease, or if any conduct of the lessee, his family, servants, employees, agents, invitees or licensees shall obstruct or interfere with the rights of other occupants, or annoy them by unreasonable noises or otherwise, or should they commit or suffer any illegal or immoral act to be committed thereon, the lessor may, at its option, terminate this lease and any holding over thereafter by lessee shall be construed to be a tenancy from month to month only, for the same rental rate and payable in the same manner herein specified.

16. VOLUNTARY SURRENDER/ASSIGNMENT. The voluntary or other surrender of this lease by lessee, or a mutual cancellation thereof, shall work a merger and shall, at the option of the lessor, terminate all or any existing subleases or subtenancies or may, at the option of lessor, operate as an assignment to him of any or all of such subleases or subtenancies.

All subletting, assignments or transfers by Tenant shall be governed by the following provisions:

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Tenant may not transfer or assign this Lease or any right or interest hereunder, or sublet the Premises or any part thereof without first obtaining Landlord's prior written consent, which shall not be unreasonably withheld. This lease is transferrable should tenant sell the business to another party. The new owner must agree to all the conditions of this lease and present the lessor with a satisfactory financial state stating the ability to assume the financial responsibility for this lease.

If any consent by Landlord under this Section is adjudicated to have been unreasonably withheld, Tenant's sole remedies shall be to have proposed assignment, subletting or other transfer declared as valid as if Landlord's consent had been given, or to sue Landlord for such damages [sustained by Tenant] as Tenant can prove are directly attributable to such unreasonable withholding of consent.

17. **ATTORNEYS FEES.** If lessor is made a party defendant to any litigation concerning this lease or the leased premises or the occupancy thereof by lessee, then lessee shall hold harmless lessor from all liability by reason of said litigation, including reasonable attorneys fees and expenses incurred by lessor in any such litigation, whether or not any such litigation is prosecuted to enforce any of the terms hereto or because of the breach by lessee of any of the terms hereof, or for the recovery of any rent due hereunder, or for any lawful detainer of said premises, lessee shall pay to lessor reasonable attorney fees and expenses and the right of such attorneys fees and expenses shall be deemed to have accrued on the commencement of such action, and shall be enforceable whether or not such action is prosecuted to judgement. If lessee breaches any term of this lease, lessor may employ an attorney or attorneys to protect lessor's rights hereunder, and in the event of such employment following any breach by lessee, lessee shall pay lessor reasonable attorneys fees and expenses incurred by lessor, whether or not an action is actually commenced against lessee by reason of said breach. This is mutual and prevailing party will be entitled to attorneys fees and costs.

18. **NOTICES.** All notices to be given to lessee shall be given in writing personally or by depositing the same in the United States Mail, postage prepaid, and addressed to lessee at said premises, whether or not lessee has departed from, abandoned or vacated the premises. All notices to be given to lessor shall be given in writing personally or by depositing the same in the United States Mail, postage prepaid and addressed to the lessor at the place designated by lessor for payment of rent, or at such other place or places as may be designated by lessor for payment of rent, or at such other place or places as may be designated from time to time by lessor.

19. **SECURITY DEPOSITS.** Security deposits given by lessee to secure the faithful performance of all or any of the covenants of this lease on the part of the lessee, lessor may transfer and/or deliver the security, as such, to the purchaser of the reversion, in the event that the reversion be sold and thereupon lessor shall be discharged from any further liability in reference thereto. Lessee hereby waives notice in the event of lessor's transfer of its interest in the leased premises.

20. **WAIVER.** The waiver by lessor of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or any subsequent breach of the same or any other term, covenant or condition herein contained.

21. **HOLDING OVER.** Any holding over after the expiration of the said term with the consent of the lessor shall be construed to be a tenancy from month to month at a rental of one and one half times the due rent and shall otherwise be on the terms and conditions herein specified, so far as applicable.

22. **EMINENT DOMAIN.** In case the whole of the leased premises are taken by right of eminent domain or other authority of law during the period of this lease, or any extension thereof, this lease shall terminate. In case a part of the leased premises are taken by right of eminent domain or other authority of law, this lease may, at the election of the lessor or the lessee be terminated. If a part of the premises are taken by the right of eminent domain and the lessor does not elect to terminate the lease the rent herein stipulated shall be decreased proportionately according to the value of that part of the premises taken. If the entire premises are taken over or if a part of the lessee's premises are taken and the lessor elects to terminate the lease, then all compensation paid for the taking shall belong to the lessor.

23. **IMPROVEMENTS.** By entry hereunder, lessee agrees at the lessee's own expense to furnish additional

lighting fixtures and floor coverings and to keep the leased premises in a clean, neat, sanitary and sightly condition, free from dirt, debris, accumulation of waste and fire hazards. Lessee hereby releases possession of all attached floor coverings and existing lighting fixtures at termination of said lease and will not damage, deface, or remove same from premises.

24. SURRENDER OF PREMISES. Upon expiration of the term of this lease, or upon its sooner termination, for any reason, lessee shall peaceably vacate the leased premises to lessor in good condition and order, and shall deliver all keys pertaining to the leased property to the lessor and shall remove all rubbish and waste from the premises and place the same in a neat and sanitary condition.

The lessee guarantees to the lessor that he shall remove his leasehold improvements at the discretion of the lessor at the expiration of this lease. Lessee shall repair all nail holes and damages and repaint to the satisfaction of the lessor all at the lessee's expense.

All existing walls now in place are considered a part of the lessors building and not subject to this paragraph.

25. KEYS AND REKEYING. Lessee may rekey the locks of premises with permission of lessor. All doors are on a master keying system and this system must be maintained. Contact the lessor to receive instructions as how to go about rekeying.

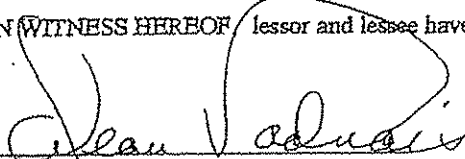
26. EFFECT OF LEASE. The covenants and conditions herein contained shall, subject to the provisions as to assignment, apply to and bind the heirs, successors, executors, administrators and assigns of all the parties hereto and all of the parties hereto shall be jointly and severally liable hereunder.

27. MISCELLANEOUS. Time is of the essence under this lease.

Any ambiguity in this Lease shall not be construed against any party solely because it was drafted on behalf of that party.


No waiver of any term, provision or condition of this agreement, the breach or default thereof, by conduct or otherwise, in one or more instances shall be deemed to be either a continuing waiver or a waiver of a subsequent breach or default of any such term, provisions or condition of this Lease.

IN WITNESS WHEREOF lessor and lessee have executed this instrument as the day and year first above written.



Lessor/Landlord
CAMBRIA VILLAGE SQUARE
Keeler - Vadnais
By Dean Vadnais

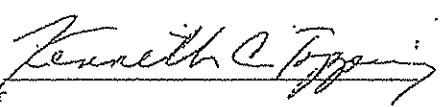
Dated: 11/4/98



Lessee/Tenant
CAMBRIA COMMUNITY SERVICES DISTRICT
By Kenneth C. Topping

Dated: 11-5-98

I/We acknowledge receipt of the Cambria Village Square Shopping Center sign regulations.



Lessee

11-5-98
Date

LEASE EXTENSION - CCSD ADMINISTRATIVE OFFICES
 1316 Tamson Suites 201, 202, 203 and 204 - RENTAL HISTORY

10/1/09 Agenda SR 7 D

Effective Date	Monthly Amt	Sq Ft	Notes
November 1, 1998 to October 31, 1999	1,500.00	2016	Original w/5, 1-yr options to extend, Suite 201 & 202
November 1, 1999 to October 31, 2000	1,575.00 750.00	2016 1008	1st 1-yr extension, CPI 5% increase Amendment #1 - Add Suite 203
November 1, 2000 to October 31, 2001	2,441.25	3024	2nd 1-yr extension, CPI 5% increase
November 1, 2001 to October 31, 2002	2,502.28	3024	3rd 1-yr extension, CPI 2.5% increase
November 1, 2002 to October 31, 2003	2,627.39	3024	4th 1-yr extension, CPI 5% increase
November 1, 2003 to October 31, 2004	3,627.57	4032	5th 1-yr extension, CPI 5% increase, Add Suite 204
November 1, 2004 to October 31, 2005	3,790.81	4032	Extend for 2-yrs, 1st of 2-yrs, CPI 5% increase
November 1, 2005 to October 31, 2006	3,987.93	4032	2nd of 2-yr extension, CPI 5.2% increase
November 1, 2006 to October 31, 2007	4,147.45	4032	Extend for 2-yrs, 1st of 2-yrs, CPI 4% increase
November 1, 2007 to October 31, 2008	4,242.84	4032	2nd of 2-yr extension, CPI 2.3% increase
November 1, 2008, to October 31, 2009	4,242.84	4032	1-yr extension at 2007/2008 rates; one 1-year option

CAMBRIA COMMUNITY SERVICES DISTRICT

TO: Board of Directors

AGENDA NO. **7.D.**

FROM: Tammy Rudock, General Manager

Meeting Date: October 1, 2009 Subject: Consider Adoption of Ordinance 02-2009 Electing to Have Delinquent Solid Waste Collection and Disposal Service Charges Collected on Tax Roll

RECOMMENDATIONS:

1. Move to waive reading of the full text of Ordinance 02-2009 and to adopt by title only; and
2. Move to adopt Ordinance 02-2009 entitled “An Ordinance of the Board of Directors of the Cambria Community Services District Electing to Have Delinquent Solid Waste Collection and Disposal Service Charges Collected on Tax Roll.”

FISCAL IMPACT:

The CCSD loses approximately 1%-1.5% of franchise fee revenues as a result of delinquent accounts that are uncollected by Mission Country. The following summarizes Mission Country’s “bad debt” write-offs for service accounts within the CCSD:

ACCOUNTS	2009 (thru 6/30/09)	2008	2007
Residential	\$8,528	\$12,004	\$13,335
Commercial	\$132	\$957	\$472
TOTAL	\$8,660	\$12,961	\$13,807

As noted above, the 2009 total of \$8,660 is for the first six months, and Mission Country estimates the annualized amount will be close to \$15,000.

CCSD staff anticipates approximately 8-10 hours of work to accomplish (e.g., staff reports, Board action, receipt of delinquent account data from Mission Country, tabulating data for transmittal to SLO County Assessor’s office) when this task might be presented to the CCSD on an annual basis by Mission Country Disposal. Mission Country estimates approximately 20-30 accounts could be considered for collection annually on the tax roll.

The CCSD could assess an administrative fee to cover its services in processing these accounts for collection on the tax roll, should the Board determine to provide that direction to staff. The CCSD does, however, receive about \$70,000 annually in franchise fees from Mission Country Disposal, which conceivably covers CCSD administrative support services required under the franchise agreement. Once experienced, staff could revisit the possibility for implementing a CCSD administrative fee with the Board.

BACKGROUND:

CCSD Code Section 6.08.090(A) requires all premises within the CCSD, which are occupied or have a water service account, to have refuse service. Timely and full payment of refuse charges for solid waste collection and disposal services is critical for the successful operations of the CCSD’s solid waste franchise operator, Mission Country Disposal.

The Board has certain remedies provided by State law to for its franchisee to collect delinquent charges for solid waste collection and disposal services, including collection of such charges on the real property tax roll. It is in the best interest of the community to require individual property owners to be held responsible for the payment of all solid waste collection and disposal services provided. Otherwise, the burden falls to the “good paying” customers by way of a rate increase when Mission Country cannot meet its operating expenses as a result of writing off the bad debt of the delinquent accounts.

DISCUSSION:

The attached Ordinance 02-2009 sets forth the procedures for collecting delinquent accounts for solid waste collection and disposal services via the County’s property tax roll.

At the end of each fiscal year, the District Clerk would prepare and file with the CCSD Board a report containing a description of each parcel of real property receiving solid waste collection and disposal services and the amount of delinquent charges for each parcel owing as of the end of the fiscal year, computed in conformity with any charges prescribed by resolution of the Board. Upon filing of the report the District Clerk will publish notice of the report filing and a public hearing date and time, pursuant to Government Code Section 6066 and Health and Safety Code Section 5473.1.

Ordinance 02-2009 was introduced to the Board at its regular meeting on August 20, 2009. The Ordinance shall become in full force and effect thirty (30) days after its passage.

Attachment: Ordinance 02-2009

BOARD ACTION: Date _____ Approved: _____ Denied: _____

UNANIMOUS: __SANDERS__ CHALDECOTT__ CLIFT __ DE MICCO __MAC KINNON__

ORDINANCE 02-2009

**AN ORDINANCE OF THE BOARD OF DIRECTORS OF THE
CAMBRIA COMMUNITY SERVICES DISTRICT ELECTING TO
HAVE DELINQUENT SOLID WASTE COLLECTION AND DISPOSAL SERVICE
CHARGES COLLECTED ON TAX ROLL**

WHEREAS, the Cambria Community Services District (“CCSD”) is a community services district formed pursuant to California Government Code Sections 61000 et seq.; and

WHEREAS, CCSD Code Section 6.08.090(A) requires all premises within the CCSD, which are occupied or have a water service account, to have refuse service; and

WHEREAS, the CCSD Board of Directors (“CCSD Board”) finds that the timely and full payment of charges for solid waste collection and disposal services is critical for the successful operation of the CCSD’s solid waste franchise; and

WHEREAS, the CCSD has experienced numerous circumstances in which residents fail to pay charges for solid waste collection and disposal services causing significant hardship to the CCSD’s solid waste collection and disposal Franchisee; and

WHEREAS, the CCSD Board recognizes that it has certain remedies provided by State law to collect delinquent charges for solid waste collection and disposal services, including, but not limited to, collection of such delinquent charges on the real property tax roll; and

WHEREAS, the CCSD Board finds that it is in the best interest of the community to require property owners to be held responsible for the payment of all solid waste collection and disposal services provided; and

WHEREAS, by this Ordinance and in addition to all other remedies provided by law, the CCSD Board intends to establish a mechanism to ensure payment of all delinquent solid waste collection and disposal charges.

NOW, THEREFORE, BE IT ORDAINED, by the Board of Directors of the Cambria Community Services District as follows:

Section 1. Recitals. The above recitals are true and correct and are incorporated herein by this reference.

Section 2. It is hereby found and determined that it is in the public interest that solid waste collection and disposal charges lawfully assessed by the authorized Franchisee for the CCSD which become delinquent shall henceforth be collected on the tax roll pursuant to the procedures set forth in Health and Safety Code Sections 5473 et seq.

Section 3. The CCSD hereby elects to, by Resolution, have solid waste collection and disposal charges which are delinquent at the end of any fiscal year collected on the tax roll in the same manner, and by the same persons, and at the same time as, general real property taxes.

Section 4. The District Clerk is hereby authorized and directed at the end of each fiscal year to prepare and file with the CCSD Board a report containing a description of each parcel of real property receiving solid waste collection and disposal services and the amount of delinquent charges for each parcel owing as of the end of the fiscal year, computed in conformity with any charges prescribed by resolution of this Board. Upon filing of said report the District Clerk shall also cause notice of the filing of said report and of a time and place of hearing thereon to be published pursuant to Government Code Section 6066 and Health and Safety Code Section 5473.1.

Section 5. Affect of Prior Ordinances and Resolutions. All ordinances, sections of ordinances and resolutions that are inconsistent with this Ordinance are hereby repealed. The repeal of ordinances and sections of ordinances herein shall not repeal the repealing clause of such ordinances or revive any ordinances which have been repealed thereby.

Section 6. Severance. If any section, subsection, sentence, clause or phrase of this Ordinance is for any reason held to be unconstitutional, ineffective or in any manner in conflict with the laws of the United States, or the State of California, such decision shall not affect the validity of the remaining portions of this ordinance. The CCSD Board hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause and phrase thereof, irrespective of the fact that any one or more sections, subsections, sentence, clause or phrase be declared unconstitutional, ineffective, or in any manner in conflict with the laws of the United States or the State of California.

Section 7. Effective Date. This Ordinance shall become in full force and effect thirty (30) days after its passage. Within fifteen (15) days after passage of this Ordinance, a summary of the Ordinance shall be published once, together with the names of the Directors voting thereon, in a newspaper of general circulation within the CCSD. Additionally, this Ordinance shall be posted for one week at the CCSD's official posting location at 1316 Tamson Drive, Suite 201, Cambria, CA.

Introduced at a regular meeting of the Board of Directors on August 20, 2009, and passed and adopted by the Board of Directors of the Cambria Community Services District on the 1st day of October 2009, by the following roll call vote:

AYES:

NOES:

ABSENT:

ABSTAINING:

Gregory W. Sanders, President

ATTEST:

Kathy A. Choate, District Clerk

APPROVED AS TO FORM AND LEGAL EFFECT:

Tim Carmel, District Counsel

CAMBRIA COMMUNITY SERVICES DISTRICT

TO: Board of Directors

AGENDA NO. **7.E.**

FROM: Tammy Rudock, General Manager
Alleyne LaBossiere, Finance Manager

Meeting Date: October 1, 2009 Subject: Consider Adoption of Resolution 44-2009 Ratifying Amendment to Professional Services Contract with Crosby & Cindrich, Certified Public Accountants, Acknowledging Separation of Principals and Crosby Company as Replacement Contractor

Recommendation:

Consider adopt of Resolution 44-2009 ratifying Amendment No.1 to September 29, 2008, professional services contract with Crosby & Cindrich, Certified Public Accountants (CPAs), acknowledging separation of principals and Crosby Company as replacement contractor.

Fiscal Impact: None.

Discussion:

The CCSD entered into a 3-year professional services contract for auditing services on September 29, 2008, with Crosby & Cindrich, which contract additionally provided for two 1-year options.

On June 1, 2009, Crosby & Cindrich separated their accounting firms. Robert Crosby, CPA, firm's new name is Crosby Company. Mr. Crosby was the lead auditor for the CCSD, both under the contract being amended and for Fiscal Years 1998/1999, 1999/2000, 2000/2001, and 2001/2002 audits performed by Crosby & Cindrich. It was largely due to the CCSD's prior relationship with Mr. Crosby that his former firm was awarded the current professional services auditing contract. All contact by the CCSD with Crosby & Cindrich was/is through Robert Crosby. He has a new San Luis Obispo office.

In order to begin timely audit services for Fiscal Year 2008/2009, the General Manager of the CCSD and Robert Crosby executed an amendment to the contract described above to replace Crosby & Cindrich, CPAs, with Crosby Company, CPA.

Attachments: Resolution 44-2009
Amendment No. 1 to Contract

BOARD ACTION: Date _____ Approved: _____ Denied: _____

UNANIMOUS: __ SANDERS __ CHALDECOTT __ CLIFT __ DE MICCO __ MAC KINNON__



RESOLUTION 44-2009

RESOLUTION OF THE BOARD OF DIRECTORS OF THE
CAMBRIA COMMUNITY SERVICES DISTRICT
RATIFYING AMENDMENT TO PROFESSIONAL SERVICES CONTRACT
WITH CROSBY & CINDRICH, CPAs,
ACKNOWLEDGING SEPARATION OF PRINCIPALS
AND CROSBY COMPANY AS REPLACEMENT CONTRACTOR

WHEREAS, the Cambria Community Services District entered into a 3-year professional services contract for financial auditing on September 29, 2008, with Crosby & Cindrich, Certified Public Accountants (CPAs) per Resolution 32-2008; and

WHEREAS, it is acknowledged that on June 1, 2009, Crosby & Cindrich separated their accounting firms and Robert Crosby's new firm name is Crosby Company, CPA; and

WHEREAS, in order to begin timely audit services for FY 2008/2009, the CCSD General Manager and Robert Crosby, CPA, executed an amendment to the contract, replacing Crosby & Cindrich, CPAs, with Crosby Company, CPA.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Cambria Community Services District ratifies the General Manager's execution of the contract amendment for professional financial auditing services, acknowledging the replacement contractor, Crosby Company, CPA.

PASSED AND ADOPTED this 1st day of October 2009.

Gregory W. Sanders, President
Board of Directors

ATTEST:

APPROVED AS TO FORM:

Kathy A. Choate
District Clerk

Tim Carmel
District Counsel

**AMENDMENT #1 TO AGREEMENT FOR SERVICES FOR THE PERIOD OF SEPTEMBER 1, 2008-
DECEMBER 31, 2010 REGARDING CROSBY & CINDRICH, CERTIFIED PUBLIC ACCOUNTANTS
(CPAs) NAME CHANGE**

AMENDED SEPTEMBER 10, 2009

**Amendment to all pages of 9/29/08 agreement where the name Crosby & Cindrich, CPAs
appears to be changed to Crosby Company, Certified Public Accountant.**

IN WITNESS WHEREOF, the parties have executed this Amendment the date and year noted above.

CROSBY COMPANY, CPA

CCSD

Cambria Community Services District

By: Robert Crosby CPA

Robert Crosby, CPA

By: Tammy Rudock

Tammy Rudock, General Manager

APPROVED AS TO LEGAL FORM:

TIMOTHY CARMEL

By: Tim Carmel

CCSD Legal Counsel

CAMBRIA COMMUNITY SERVICES DISTRICT

TO: Board of Directors

AGENDA NO. **7.F.**

FROM: Tammy Rudock, General Manager

Meeting Date: October 1, 2009 Subject: Consider Adoption of Resolution 45-2009 Ratifying the General Manager's Hiring of a Wastewater Operator/OIT to Fill a Recently Vacated Position

RECOMMENDATIONS:

Adopt Resolution 45-2009 ratifying the General Manager's hiring of a Wastewater Operator/OIT to fill a recently vacated position.

FISCAL IMPACT:

None. The position is already funded within the approved FY 2009/2010 operations budget. This is not a new position.

DISCUSSION:

Pursuant to Resolution 13-2009, written determination by the General Manager is required in order to fill any vacated position during the hiring freeze imposed within the same resolution. Attached is the written determination memorandum provided by the General Manager to the Board on September 24, 2009.

Staff proceeded with filling a recently vacated position at the CCSD Wastewater Treatment Plant. Unfortunately, the vacancy occurred as the result of an employee not satisfactorily completing their probationary period. The position is that of a Wastewater Treatment Operator, which is critical to the continued provision of essential services within the wastewater collection system and wastewater treatment plant operations.

As outlined in the attached determination memorandum, specific consideration was given the critical delivery of essential services (wastewater), and public and employee safety, and it was necessary to fill this position given the:

- Service area to be covered, wastewater treatment plant operations, and various remote systems and facilities checks (e.g., 10 lift stations, manholes, spray field);
- Team's goal to provide proactive and responsive customer service to approximately 4,000 sewer accounts;
- Repairs and maintenance on an aged wastewater collection system/wastewater treatment plant where maintenance has long been deferred;

- Public health and safety concerns and potential for punitive regulatory fines for sewer overflows/spills, not timely and adequately resolved;
- Approved FY 2009/2010 capital outlay and major maintenance wastewater projects expected to be accomplished;
- General need for a 2-man crew for collection system repairs and major maintenance projects at the treatment plant;
- Daily regulatory sampling, lab testing, and reporting requirements;
- 2-man+ confined space entry requirements to ensure employee safety;
- Recent retirement of the Utilities Manager, which position vacancy was not filled, directly impacting the workloads of the Wastewater System Supervisor, District Engineer, and General Manager, who absorbed those increased management duties;
- Operational coverage requirements for employee absences/time off, including “after-hours” callback; and
- The position is already funded in the approved CCSD FY 2009/2010 operations budget.

An eligibility list existed at the CCSD for Wastewater Operator/OIT from a 2008 recruitment, which enabled staff to re-interview candidates that were shortlisted. This saved time and money since the recruitment and interview process has already occurred, and these individuals remained interested in working at the CCSD. One of these eligible individuals was selected to fill the vacancy as a Wastewater OIT, effective Monday, October 19, 2009.

Attachment: Resolution 45-2009
 GM Determination Memo dated 9/24/09
 “Hiring Freeze” Resolution 13-2009

 BOARD ACTION: Date _____ Approved: _____ Denied: _____

UNANIMOUS: __SANDERS__ CHALDECOTT__ CLIFT __ DE MICCO __MAC KINNON__



RESOLUTION 45-2009

A RESOLUTION OF THE BOARD OF DIRECTORS
OF THE CAMBRIA COMMUNITY SERVICES DISTRICT
RATIFYING THE GENERAL MANAGER'S HIRING OF A WASTEWATER
OPERATOR/OIT TO FILL A RECENTLY VACATED POSITION

The Board of Directors of the Cambria Community Services District does hereby resolve as follows:

1. Pursuant to Resolution 13-2009, the Board received the General Manager's written determination about filling the Wastewater Treatment Operator/OIT vacancy, critical to the delivery of essential services and public and employee safety, on September 24, 2009; and
2. Ratifies the General Manager's hiring of a Wastewater Operator/OIT to fill a recently vacated position, pursuant to the findings contained within the General Manager's written determination and Resolution 13-2009.

PASSED AND ADOPTED THIS 1ST day of October 2009.

Gregory W. Sanders
President, Board of Directors

ATTEST:

APPROVED AS TO FORM:

Kathy A. Choate
District Clerk

Tim Carmel
District Counsel



CAMBRIA COMMUNITY SERVICES DISTRICT

P.O. Box 65 • Cambria, CA 93428 • Telephone: (805) 927-6223 • Fax: (805) 927-5584

DATE: September 24, 2009
TO: CCSD Board of Directors
FROM: Tammy A. Rudock, General Manager *tar*
SUBJECT: Determination to Fill Vacated Position – Wastewater Treatment Operator

This memo is written pursuant to Resolution 13-2009, which requires a written determination by the GM in order to fill any vacated position during the hiring freeze imposed within the same resolution.

We have proceeded with filling a recently vacated position at the CCSD Wastewater Treatment Plant. Unfortunately, the vacancy occurred as the result of an employee not satisfactorily completing their probationary period. The position is that of a Wastewater Treatment Operator, which is critical to the continued provision of essential services within the wastewater collection system and wastewater treatment plant operations.

There are four (4) Wastewater Treatment Operators and one (1) Wastewater System Supervisor within the Utilities Department responsible for the wastewater system. Essential duties for operators include:

- Laboratory (wastewater sampling, performs lab tests: suspended solids, bacteriological analyses, chlorine residual);
- Plant Operations (flows, valve operations, pumps, aeration/clarifier basin management, grit systems, influent pump station, pumps, motors, meters, compressors, confined space safety, digester, mechanical/equipment maintenance, regulatory reporting, vehicle maintenance, purchasing);
- Bio-Solids Dewatering (sludge transfer);
- Spray Field (inspection and maintenance, pumping);
- Collection System (service line repairs and maintenance, lift station inspection/maintenance/response, control panels, vacuum truck operations, generators, confined space);
- Customer Service (resolve customer concerns); and
- Rotational Standby (after-hours standby/call back).

With a 4-man operational team, there exists an appropriate staffing level for safe and cost-effective operations within the CCSD wastewater system, given the:

- Service area to be covered, treatment plant operations, and various remote systems and facilities checks (e.g., 10 lift stations, manholes, spray field) ;
- Team's goal to provide proactive and responsive customer service to approximately 4,000 sewer accounts;
- Repairs and maintenance on an aged system/plant where maintenance has long been deferred;
- Public health and safety concerns and potential for punitive regulatory fines for sewer overflows/spills, not timely and adequately resolved;
- Approved FY 2009/2010 capital outlay and major maintenance projects expected to be accomplished;
- General need for a 2-man crew for collection system repairs and major maintenance projects at the treatment plant;
- Daily regulatory sampling, lab testing, and reporting requirements;
- 2-man+ confined space entry requirements to ensure employee safety;
- Recent retirement of the Utilities Manager, which position vacancy was not filled, directly impacting the workloads of the Wastewater System Supervisor, District Engineer, and General Manager, who absorbed those increased management duties;
- Operational coverage requirements for employee absences/time off, including "after-hours" callback; and
- The position is already funded in the approved CCSD FY 2009/2010 operations budget.

Presently, the CCSD has two (2) Grade II licensed Wastewater Treatment Operators, who are qualified and responsible for CCSD rotational standby and "after hours" operational decision-making within the wastewater system. The remaining operator is a Grade I licensed operator, who is in the process of testing for Grade II, after recently completing the required "hands on" work experience within the wastewater system.

Recent personnel recruitments at the CCSD have resulted in OIT (operator in training) candidates mostly, who require approximately 1-2 years on-the-job training to meet the State operator licensing requirements before one is independently prepared and ready to rotate in for standby.

An eligibility list existed at the CCSD for Wastewater Operator/OIT from a 2008 recruitment, which enabled staff to re-interview candidates that were shortlisted. This saved time and money since the recruitment and interview process has already occurred, and these individuals remained interested in working at the CCSD. One of these eligible individuals was selected to fill the vacancy as a Wastewater OIT, effective Monday, October 19, 2009.



CAMBRIA COMMUNITY SERVICES DISTRICT

RESOLUTION 13-2009

RESOLUTION OF THE BOARD OF DIRECTORS OF THE CAMBRIA COMMUNITY SERVICES DISTRICT INSTITUTING AN IMMEDIATE HIRING FREEZE AND RESCINDING APPROVAL OF UNFILLED BUDGETED STAFF POSITIONS

WHEREAS, the Board of Directors recognizes that the CCSD is experiencing significant fiscal issues, both as they relate to current financial needs that are necessary to provide for current levels of services to the community, and also based upon the national recession and its impacts on the State of California and the County of San Luis Obispo; and

WHEREAS, despite the fact that there have not been rate increases for water and sewer services for many years, costs for these services have continued to significantly increase, and therefore the CCSD is facing increasing financial needs to meet costs for present operations, maintenance and existing facilities, as well as the Capital Improvement Program needed for fire safety and a new water supply; and

WHEREAS, the ongoing reductions in County and State tax revenues may adversely impact the CCSD since its General Funds are dispersed from County-wide revenues; and

WHEREAS, it is also anticipated that there may be increased requirements for paying higher pension contributions as a result of the extreme losses being suffered by the Public Employee's Retirement System's investments, which would create significant additional financial impacts on the CCSD; and

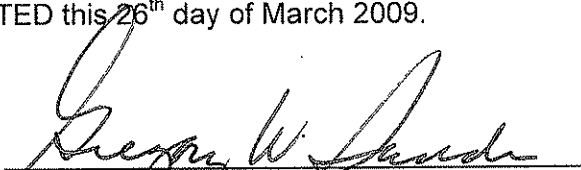
WHEREAS, the Board of Directors is committed to fiscal responsibility and based upon the foregoing has found and determined that it must take immediate steps to contain costs, while assuring that essential services needed for the health and safety of the community are being provided.

NOW, THEREFORE, BE IT RESOLVED THAT;

1. All unfilled budgeted positions within the organizational structure of the CCSD are hereby deleted from the budget and rescinded, except for the non-benefited Reserve Firefighter position.
2. A hiring freeze is hereby instituted for all CCSD positions that become vacant subsequent to the adoption of this Resolution, except as otherwise may be authorized to be filled by action of the Board of Directors.

3. Notwithstanding the foregoing hiring freeze, the General Manager may determine that a vacated position is deemed necessary and critical to public safety or the delivery of essential services to the community. Upon such written determination, which shall be immediately transmitted to the Board of Directors, such a position may be filled on a temporary basis, subject to further review, consideration and ratification by the Board at its next meeting.

The foregoing Resolution was PASSED and ADOPTED this 26th day of March 2009.



Gregory W. Sanders
President, Board of Directors

ATTEST:

APPROVED AS TO FORM:



Kathy A. Choate, District Clerk



Tim Carmel, District Counsel

CAMBRIA COMMUNITY SERVICES DISTRICT

TO: Board of Directors

AGENDA NO. **7.G.**

FROM: Tammy Rudock, General Manager

Meeting Date: October 1, 2009 Subject: Consider Adoption of Resolution
 41-2009 Approving a Settlement and
 Release Agreement between the CCSD
 and San Simeon CSD for Past Project
 Costs Due

RECOMMENDATIONS:

Adopt Resolution 41-2009 approving a Settlement and Release Agreement between the CCSD and San Simeon CSD (SSCSD) for past project costs due.

FISCAL IMPACT: \$18,750 payable to the CCSD. The SSCSD will remit annual payments of \$3,750 on December 1st of each year beginning in 2009. No interest will be paid. Unless otherwise directed by the Board, these funds will be deposited and accounted for as Water Fund Reserves.

DISCUSSION:

On September 1, 1996, the CCSD and SSCSD agreed that the SSCSD was to receive water from a desalination plant to be constructed, owned, and operated by the CCSD, and share in the project development costs. The CCSD originally invoiced the SSCSD for \$152,577.50 in October 1996, which invoice was not paid, as a result of the CCSD deciding not to move forward with the desalination plant on August 25, 1997, because of higher than anticipated construction costs. In April 2000, the CCSD offered to settle the matter with SSCSD for \$18,750.00, which has gone unpaid. There have been no substantive settlement discussions between the agencies until most recently.

President Sanders, Vice President Chaldecott, and I met with SSCSD’s President Terry Lambeth, Vice President John Russell, and General Manager, Charlie Grace, to discuss final settlement of this issue. The SSCSD Board of Directors approved settling the matter with the CCSD for \$18,750 at its regular October 2009 meeting, payable in annual installments of \$3,750, for five (5) years, with no interest.

The CCSD Executive Committee recommends approval of the attached Settlement and Release Agreement.

Attachment: Resolution 41-2009
 Settlement and Release Agreement between the CCSD and SSCSD

BOARD ACTION: Date _____ Approved: _____ Denied: _____

UNANIMOUS: __SANDERS__ CHALDECOTT__ CLIFT __ DE MICCO __MAC KINNON__



RESOLUTION 41-2009

A RESOLUTION OF THE BOARD OF DIRECTORS
OF THE CAMBRIA COMMUNITY SERVICES DISTRICT
APPROVING A SETTLEMENT AND RELEASE AGREEMENT
BETWEEN THE CCSD AND SAN SIMEON CSD
FOR PAST PROJECT COSTS DUES

The Board of Directors of the Cambria Community Services District does hereby resolve as follows:

1. Approves the Settlement and Release Agreement between the CCSD and San Simeon CSD, whereby San Simeon CSD will pay the CCSD a total of \$18,750, payable in annual installments of \$3,750 on December 1st of each year beginning in 2009, for a total of five (5) years; and
2. Approves the deposit and accounting of the funds within the CCSD Water Fund Reserves; and
3. Authorizes the CCSD General Manager to sign the agreement.

PASSED AND ADOPTED THIS 1ST day of October 2009.

Gregory W. Sanders
President, Board of Directors

ATTEST:

APPROVED AS TO FORM:

Kathy A. Choate
District Clerk

Tim Carmel
District Counsel

SETTLEMENT AGREEMENT AND RELEASE

This **SETTLEMENT AGREEMENT AND RELEASE** ("Settlement Agreement") is entered into between San Simeon Community Services District (hereinafter "SSCSD"), and Cambria Community Services District (hereinafter "CCSD") (collectively "Parties").

WHEREAS, on or about September 1, 1996, the CCSD and the SSCSD entered into an agreement whereby SSCSD was to receive water from a desalination plant to be constructed, owned and operated by CCSD ("Plant"); and

WHEREAS, pursuant to the agreement SSCSD was to pay CCSD a percentage of the costs associated with Plant development; and

WHEREAS, in 1996, the CCSD invoiced SSCSD for \$152,577.50 for Plant development ("Invoice"); and

WHEREAS, SSCSD did not pay the Invoice because the CCSD decided not to move forward with the Plant, because of higher than anticipated construction costs; and

WHEREAS, in April 2000, the CCSD offered to settle the matter with SSCSD for payment to CCSD in the amount of \$18,750; and

WHEREAS, recently the CCSD has again offered to settle the matter in exchange for a payment of \$18,750 from SSCSD;

WHEREAS, CCSD and SSCSD, without any admission or finding of liability or fault, wish to avoid any further disputes and disagreements concerning the Invoice for Plant development costs and thus agrees that this settlement is made in good faith in order to resolve all disputes concerning this issue.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree to the following:

1. Purpose

The purpose of this Settlement Agreement is to resolve the existing dispute among the Parties as to the amount owed pursuant to the September 1, 1996, agreement between CCSD and SSCSD.

2. Payment

SSCSD agrees to pay to CCSD the total sum of \$18,750.00. Said sum shall be paid in annual installments of \$3,750 each, with a first payment due December 1, 2009, and a like amount on the same day of each year thereafter until the full amount of this settlement shall be fully paid. No interest shall accrue on the sum owed to CCSD.

3. Remedy for Non-Payment

In the event SSCSD fails to make any payment required under Paragraph 2 of the Settlement Agreement, CCSD shall be entitled to judgment against SSCSD for any amount remaining unpaid. SSCSD shall also be responsible for reasonable costs and attorney's fees incurred by CCSD in seeking to enter and enforce any such judgment.

4. No admission of Liability

It is understood by the Parties to this Settlement Agreement that this settlement is not an admission of any liability by any person, firm, association or corporation, but is a compromise of the disputed claims.

5. Waiver of Section 1542 of the Civil Code

The Parties agree that the provisions of Section 1542 of the Civil Code of the State of California are hereby expressly waived, and they understand that said section provides:

A general release does not extend to claims that the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which is known by him or her must have materially affected his or her settlement with the debtor.

Each party understands and acknowledges the significance and consequence of this specific waiver of section 1542.

6. Binding Effect

The undersigned representatives of SSCSD and CCSD certify that they are officers or agents of the Parties and fully authorized to enter into the terms and conditions of this Settlement Agreement as well as to execute this document and legally bind the Parties to the provisions of the Settlement Agreement.

7. Parties Have Read or Have Had Read To Them the Agreement

The Parties hereto acknowledge that they have carefully read (or have had read to them) each and every term of this Settlement Agreement, have received advice from counsel as to the nature and consequence of each of the terms, and have understood the terms and consequences of this Settlement Agreement.

8. No Reliance

The Parties hereto acknowledge that they have not relied on any inducements, promises or representations made by the other party or the other party's attorney, to the extent that such promises or representations are not provided for in this Settlement Agreement.

9. Conditions of Execution

Each party acknowledges that his or hers execution of this Agreement is free and voluntary.

10. Execution of All Necessary Documents and Actions

Each party agrees to execute any and all documents and actions necessary or appropriate to carry out the terms of this Settlement Agreement.

11. Effective Date

The effective date of this Agreement shall be upon the date whereby both Parties have signed the Settlement Agreement.

12. Integration

No inducements, promises, or representations regarding the subject matter of this Settlement Agreement have been made by any party other than those set forth in this document or incorporated by reference. This Settlement Agreement supersedes all prior negotiations and understandings concerning the subject matter of this Settlement Agreement and contains all terms of the agreement between the parties regarding its subject matter. There are no oral understandings, statements or stipulations bearing on the effect of this Settlement Agreement that have not been incorporated in this Settlement Agreement.

13. Co-Participation in the Drafting of this Agreement

Each party hereto represents that he or she fully participated in the drafting of the terms of this Settlement Agreement. Accordingly, any ambiguities in the terms of this Settlement Agreement shall not be construed against any party and any doctrine of law regarding interpretation of any such ambiguities in the terms of this Settlement Agreement against the party drafting this Settlement Agreement shall not be applicable.

14. Modification

This Settlement Agreement shall not be amended, supplemented, abrogated or in any other way modified without the written approval of the Parties.

15. Severability

If any part of this Settlement Agreement shall for any reason be invalid, unenforceable or contrary to public policy or law, then the remainder of this Settlement Agreement shall not be affected thereby and shall remain in full force and effect.

16. Governing Law

This Settlement Agreement is entered into and shall be construed and interpreted in accordance with the laws of the State of California.

17. Attorney's Fees

In any action seeking to enforce the terms of this Settlement Agreement or otherwise arising out of or relating to the Settlement Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees.

18. Counterparts

This Agreement may be executed in counterparts, all of which together shall constitute one in the same Agreement.

CAMBRIA COMMUNITY SERVICES DISTRICT

Post Office Box 65
Cambria, CA 93428

BY: _____
Tammy A. Rudock, General Manager

SAN SIMEON COMMUNITY SERVICES DISTRICT

BY: _____

CAMBRIA COMMUNITY SERVICES DISTRICT

TO: Board of Directors

AGENDA NO. **9.A.**

FROM: Tammy Rudock, General Manager
Alleyne LaBossiere, Finance Manager

Meeting Date: October 1, 2009 Subject: Consider Adoption of Resolution 46-2009 Approving a CCSD Financial Contingency Plan for the Proposition 1A Suspension ABX4 15 State Loan from Local Government, including Participation in California Communities Prop 1A Securitization Program

RECOMMENDATIONS:

Adopt Resolution 46-2009 approving:

1. A CCSD Financial Contingency Plan for the Proposition 1A (Prop 1A) Suspension ABX4 15 State Loan from Local Government; and
2. CCSD's participation in California Communities Prop 1A Securitization Program.

FISCAL IMPACT:

\$156,174 (CCSD's Preliminary 8% estimate from SLO County). Unless otherwise directed, these General Fund reductions would be effective immediately, however, the CCSD's budget would not be formally revised until mid-year review (January 2010).

There are no costs associated with participating in the California Communities Prop 1A Securitization Program.

BACKGROUND:

For reference, this background section reflects last month's discussion on these matters.

As a result of the State of California's budget woes, Proposition 1A (Prop 1A) was suspended to provide the State with a mechanism to "borrow" up to 8% of county, city, and special district, property tax revenues. (*Note: CSDA's [California Special Districts Association] Prop 1A Suspension FAQs are attached for information.*)

In July, the CCSD Board of Directors directed staff to develop a contingency plan for General Funds to cover the Prop 1A "take-away" by the State. A potential component of the CCSD's contingency planning could be to participate in the California Communities Securitization Program, which will provide an opportunity to exchange the anticipated state (Prop 1A)

receivable for cash. A contingency plan was presented and discussed last month at the Board's August 20, 2009, regular meeting.

Designated by the State, California Communities is a joint powers authority, sponsored by the California State Association of Counties and the League of California Cities, which has joined with the CSDA to make the Prop 1A Securitization Program available to cities, counties, and special districts. The goal is that local governments are not harmed by the loss of this portion of property taxes.

California Communities will sell bonds to finance the purchase price of the Prop 1A receivables and the proceeds from the sale will be distributed to the local agencies participating in the program. It is intended that local agencies participating in the securitization program will receive 100% of their respective Prop 1A receivables, depending upon bond market conditions. The State will pay the interest on the bonds plus the costs of issuance.

If the CCSD opts not to participate in the securitization program, it will forego the FY 2009/2010 payments until the State repays the loan in 2013, when the funds will be paid back with interest.

The interest rate was supposed to be determined by the Director of Finance by September 28, 2009, and projected to be higher than the Pooled Money Investment Account rate, but no greater than 6%. The information was intended to assist governing officials to determine whether their agency wanted to hold the receivable as an investment or participate in the pool to sell its agency's receivable at 100% of its value.

Staff met with the Board's Finance Committee, Directors Clift and MacKinnon, on August 12th, and discussed the securitization option and the attached DRAFT CCSD Prop 1A Contingency Plan, which proposes \$159,471 in General Funds. Various strategies for the second potential Prop 1A "take-away" were also considered. For discussion purposes, the CCSD's potential participation in the securitization program should be considered as a component of the contingency planning.

DISCUSSION:

PROP 1A FINANCIAL CONTINGENCY PLAN

Attached is the SLO County Prop 1A Suspension "Preliminary 8% Estimate Based on Property Tax Revenues received in 2008/2009." The CCSD is identified by County Fund 0476 and its share estimated at \$156,174. As discussed last month, the attached DRAFT CCSD Prop 1A Contingency Plan proposes \$159,471 in General Funds. Staff recommends approval and formal incorporation into the CCSD's approved budget at mid-year review (January 2010).

CALIFORNIA COMMUNITIES PROP 1A SECURITIZATION PROGRAM

The CSDA website reports that "even though SB 67, the Prop 1A securitization clean-up bill has yet to be approved, enrollment into the Prop 1A securitization program will continue while legislative efforts work to ensure SB 67's passage." Assuming that SB 67 is enacted soon,

California Communities is keeping the program on schedule so that the financing can be timely completed.

Moreover, "CSDA, CSAC and the League of California Cities sent a joint letter to Senate leadership asking them to reconvene immediately in order to take up and approve SB 67, a budget clean-up measure that will ensure timely and efficient securitization of Prop 1A receivables." That letter is attached for information.

Since no obligation would be required by the CCSD, and there is no participation cost, staff completed the attached Prop 1A Securitization Enrollment Form, and recommends participation in the program once SB 67 is approved by the California legislature. Completed applications including resolutions passed by the board, participant documents, and legal opinions must be submitted by November 6, 2009.

"Subject to the enactment of SB 67, proceeds will be mailed or wired on January 15, 2010 (50% of proceeds) and May 3, 2010 (50% of proceeds)." (CSDA)

The updated FAQs (9/22/09) from the California Communities website are attached for further information.

- Attachment: Resolution 46-2009
DRAFT CCSD Financial Contingency Plan
SLO County Prop 1A Preliminary 8% Estimate
CSDA/CSAC/LOCC Joint Letter to Senate Leadership dated 9/15/09
CCSD Prop 1A Securitization Program Enrollment Form
California Communities FAQs (Updated 9/22/09)

BOARD ACTION: Date _____ Approved: _____ Denied: _____

UNANIMOUS: SANDERS CHALDECOTT CLIFT DE MICCO MAC KINNON



RESOLUTION 46-2009

A RESOLUTION OF THE BOARD OF DIRECTORS
OF THE CAMBRIA COMMUNITY SERVICES DISTRICT
APPROVING A CCSD FINANCIAL CONTINGENCY PLAN FOR THE
PROPOSITION 1A SUSPENSION ABX4 15
STATE LOAN FROM LOCAL GOVERNMENT, INCLUDING PARTICIPATION IN
CALIFORNIA COMMUNITIES PROP 1A SECURITIZATION PROGRAM

The Board of Directors of the Cambria Community Services District does hereby resolve as follows:

1. Authorizes the attached CCSD Financial Contingency Plan for the Proposition 1A (Prop 1A) Suspension ABX4 15 State Loan from Local Government; and
2. Authorizes CCSD's participation in California Communities Prop 1A Securitization Program.

PASSED AND ADOPTED THIS 1ST day of October 2009.

Gregory W. Sanders
President, Board of Directors

ATTEST:

APPROVED AS TO FORM:

Kathy A. Choate
District Clerk

Tim Carmel
District Counsel

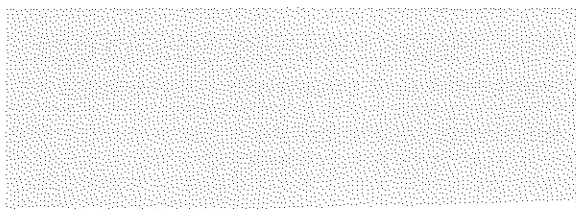
**CAMBRIA COMMUNITY SERVICES DISTRICT
 SR 9 A PROPOSITION 1A CONTINGENCY PLAN ATTACHMENT
 PROPOSED OFFSET TO PROPOSITION 1A SUSPENSION
 OCCURING IN FY 09/10
 DRAFT**

	INDIVIDUAL AMOUNT	CATEGORY AMOUNT	ORIGINAL BUDGET AMOUNT	% OF ORIGINAL BUDGET AMOUNT
PERSONNEL BENEFITS DECREASES				
PPO Health Insurance Decrease	50,468			
Discontinue E-Flex (Includes Admin Fees) (TBD)	12,647			
Health Insurance Switch to HMO	12,646			
Medicare Part D Reimbursement	10,000			
Worker Comp Insurance Reimbursement	<u>9,800</u>			
TOTAL BENEFITS DECREASES		95,561	1,017,943	9.4%
PROFESSIONAL SERVICES DECREASE				
Davidson Associates Decrease	<u>21,069</u>			
TOTAL PROFESSIONAL SERVICES DECREASE		21,069	204,406	10.3%
INSURANCE DECREASE				
Decreased Liability Insurance	<u>4,510</u>			
TOTAL INSURANCE DECREASE		4,510	81,000	5.6%
WEED ABATEMENT REVENUE INCREASE				
Increase in Weed Abatement Revenue (Net of Cost Increase)	<u>19,500</u>			
TOTAL WEED ABATEMENT REVENUE INCREASE		19,500	40,848	47.7%
SALE OF SURPLUS EQUIPMENT REVENUE INCREASE				
Addition Proceeds-Sale of Surplus Engine	<u>3,500</u>			
TOTAL SALE OF SURPLUS EQUIP. REVENUE INCREASE		3,500	7,500	46.7%
APPLICATION OF SURPLUS				
Fire Surplus	7,500			
Administration Surplus	<u>7,831</u>			
TOTAL APPLICATION OF SURPLUS		<u>15,331</u>	15,331	100.0%
TOTAL BUDGET CHANGE		<u><u>159,471</u></u>		

COUNTY OF SAN LUIS OBISPO (40)
PROPOSITION 1A SUSPENSION PURSUANT TO ABX4 15
STATE LOAN FROM LOCAL GOVERNMENT
PRELIMINARY 8% ESTIMATE BASED ON
PROPERTY TAX REVENUES RECEIVED IN 2008/2009

FUND	SAN LUIS OBISPO COUNTY LOCAL GOVERNMENT AGENCY	2009/2010 ESTIMATED 8% STATE LOAN
0001	SLO COUNTY GENERAL FUND	10,176,039
0002	COUNTY ROADS	117,340
0007	AIR POLLUTION CONTROL	22,780
0026	COUNTY LIBRARY	553,572
0166	GARDEN FARMS	2,188
0198	SANTA MARIA VLY WTR CONS DIST	2,948
0213	CAMBRIA COMM HLTH CARE	34,479
0223	CAYUCOS SANITARY	46,536
0227	ARROYO GRANDE CITY	471,763
0229	ATASCADERO CITY	648,687
0231	GROVER BEACH CITY	254,443
0232	MORRO BAY CITY	301,206
0233	PASO ROBLES CITY	754,174
0234	PISMO BEACH CITY	344,349
0235	SAN LUIS OBISPO CITY	1,249,864
0368	CACHUMA RESOURCE	438
0473	PORT SAN LUIS HARBOR	214,718
0474	CALIFORNIA VALLEY CSD	7,306
0475	NIPOMO COMM SERVICES DIST	41,856
0476	CAMBRIA COMM SERVICES DIST	156,174
0477	SAN SIMEON ACRES COM SERV	5,926
0478	TEMPLETON CSD	72,620
0480	NIPOMO SWR MAINT	1,143
0481	NIPOMO DRAIN MAIN	1,143
0483	LINNE COMM SERVICES DIST	1,521
0528	GROVER BEACH STR LIGHT # 1	38,576
0643	SLO CO FLOOD CONTROL	83,594
0647	NACMENTO WTR SRV	91,925
0651	FLOOD CONTROL ZONE 1	4,550
0652	FLOOD CONTROL ZONE 1A	1,045
0654	FLOOD CONTROL ZONE 3	19,198
0662	FLOOD CONTROL ZONE 9	33,961
0675	CSA #10 ZONE A	3,871
0687	NIPOMO LIGHT	2,594
0693	SAN MIGUEL LIGHT	6,940

FUND	SAN LUIS OBISPO COUNTY LOCAL GOVERNMENT AGENCY	2009/2010 ESTIMATED 8% STATE LOAN
0694	CSA # 23(FORMER SM LGT)	1,600
0723	CSA #1	685
0724	CSA #1 ZONE A	2,702
0725	CSA #1 ZONE B	1,502
0726	CSA #1 ZONE C	599
0727	CSA #1 ZONE D	2,670
0741	CSA #7	4,247
0742	CSA #7 ZONE A	16,446
0743	CSA #7 ZONE B	3,921
0747	LOS OSOS CSD-ZONE A	15,458
0748	LOS OSOS CSD-ZONE B	130,954
0750	LOS OSOS CSD-ZONE D	1,469
0752	LOS OSOS CSD-ZONE F	554
0755	CSA #10	12,994
0761	CSA #12	1,974
0773	CSA #16	2,889
0781	HERITAGE CSD	22,155
0803	SAN MIGUEL SANITARY	4,074
0811	OCEANO COMM SERV	67,316
0825	CAYUCOS FIRE	16,628
0827	SAN MIGUEL FIRE	20,751
0831	SANTA MARGARITA FIRE	6,900
0837	ARROYO GRANDE CEMETERY	8,088
0843	ATASCADERO CEMETERY	22,910
0844	CAMBRIA CEMETERY	7,017
0845	CAYUCOS-MORRO BAY CEMETERY	24,240
0847	PASO ROBLES CEMETERY	29,807
0851	SAN MIGUEL CEMETERY	5,859
0852	SANTA MARGARITA CEM	2,454
0853	SHANDON CEMETERY	1,199
0854	TEMPLETON CEMETERY	7,267
0895	AVILA BEACH CSD	22,046
0896	AVILA CO WTR ID #1	15,719
	TOTAL SLO COUNTY 8% LOAN	16,254,562





California State Association of Counties
 1100 K Street, Suite 101
 Sacramento, CA 95814
 (916) 327-7500



California Special Districts Association
 1112 I Street, Suite 200
 Sacramento, CA 95814
 (916) 442-7887



League of California Cities
 1400 K Street, Suite 400
 Sacramento, CA 95814
 (916) 658-8200

September 15, 2009

The Honorable Darrell Steinberg
 Senate President Pro Tem
 Room 205, State Capitol
 Sacramento, California 95814

The Honorable Dennis Hollingsworth
 Senate Republican Leader
 Room 305, State Capitol
 Sacramento, California 95814

Dear Senator Steinberg and Senator Hollingsworth:

On behalf of the League of California Cities, the California State Association of Counties, and the California Special Districts Association, we are writing to respectfully request that you take expedited action to reconvene the California State Senate immediately to approve two budget cleanup measures of critical importance to both local government agencies and the state. These measures were included among a number of urgency measures that were approved by the state Assembly, but they did not receive the required two-thirds vote in the Senate before recess early September 12, 2009.

The passage of SB 67 is of critical importance to local governments that desire to securitize the state's repayment obligation for the approximately \$1.9 billion in property taxes being borrowed by the state. This measure contains important changes to the language of AB X4 15 (Gaines) approved as part of the July budget agreement. These changes were deemed necessary by bond counsel and bond advisors for the transaction as well as the Department of Finance and the State Treasurer's Office. The bill represents a consensus effort agreed to by those agencies, our three associations, and legislative consultants from both parties.

SB 67 provides an accelerated schedule for the securitization of the Prop. 1A loan to occur no later than mid-November, ensuring that local agencies will receive this critical funding on exactly the same schedule as they would normally receive distributions of their property tax funds. Moreover, these same changes in SB 67 make it possible for the state to save an estimated \$200 million in interest costs because the bonds can then be issued on a tax-exempt basis. If SB 67 is not approved, we have been advised that this significant cost-saving advantage will most likely not apply to bonds issued next spring under AB X4 15 (Gaines) and local governments will suffer serious public safety and other service reductions as a result of a loss of their property tax funds.

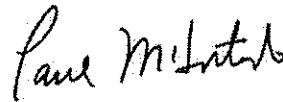
SB 65 is a state cash flow measure that allows the state to reduce its need for temporary borrowing through alterations to the schedule of existing deferrals to better match the state's needs for cash flow. This measure also includes helpful language on provisions related to gas tax revenues being deferred under existing law.

We urge you, as leaders of our state, to work together – and if necessary with the leadership of the State Assembly – to take immediate action to pass these measures that are so vital to providing local services and keeping our streets, our neighborhoods, and all Californians safe.

Sincerely,



Christopher McKenzie, Executive Director
League of California Cities



Paul McIntosh, Executive Director
California State Association of Counties



Neil McCormick, Executive Director
California Special Districts Association

cc: Honorable Members of the California State Senate
The Honorable Karen Bass, Speaker of the Assembly
The Honorable Sam Blakeslee, Assembly Republican Leader
The Honorable Arnold Schwarzenegger, Governor, State of California



CALIFORNIA COMMUNITIES

California Communities Prop1A Securitization Enrollment Form

(800) 635-3993 ext. 260
prop1a@cacommunities.org

Please complete the following Enrollment Form to participate in the 2009 California Communities Prop1A Securitization Program. The Enrollment Form requires the latest version of Adobe, please download the latest version of Adobe Reader if you have trouble submitting or printing the form.

Principal Office of Local Agency:

*Please identify your type of agency:

*Full name of Agency:

*Address:

*City:

*State:

*Zip Code:

*Name of Governing Body (i.e., City Council, Commission):

*Title of Governing Body Clerk or Secretary:

*Name of Signatory to Resolution:

*Title of Signatory to Resolution (i.e. Mayor, Chair, President):

Agenda Date for Resolution (leave blank if unknown)

*Type of meeting:

*City in which Council or Board meets:

Primary Contact: The person with primary day to day responsibility for the Prop1A Securitization borrowing.

*Local Agency Primary Contact Prefix:

*Primary Contact First Name:

*Primary Contact Last Name:

*Primary Contact Title (i.e., Finance Director,
Director, Treasurer, Auditor-Controller):

Local Agency Name, if different from above:

Address:

City:

State:

Zip:

*Primary Contact E-mail address:

*Primary Contact Phone Number

*Primary Contact Fax Number

Primary Contact Cell Phone Number:

*Required

Special District
Cambria Community Services District
P.O. Box 65
Cambria
CA
93428
Board of Directors
Clerk of the Board
Gregory Sanders
President
click in box, use button on right → October 22, 2009
regular
Cambria

Mr.
Alleyne
LaBossiere

Finance Manager
alabossiere@cambriacsd.org
(805) 927-6118
(805) 927-5584

*Title of 1 st Officer authorized to sign and transmit Prop1A documents:	President
*Full Name of 1 st Officer authorized to sign and transmit Prop1A documents:	Gregory Sanders
*Title of 2 nd Officer authorized to sign and transmit Prop1A documents:	Vice-President
*Full Name of 2 nd Officer authorized to sign and transmit Prop1A documents:	Peter Chaldecott
Title of 3 rd Officer authorized to sign and transmit Prop1A documents:	General Manager
Full Name of 3 rd Officer authorized to sign and transmit Prop1A documents:	Tammy Rudock

Additional Contact(s): Additional persons from your organization who will have access to Prop1A Securtization documents.

How many additional Contacts (maximum 2):	0
First Contact Full Name:	
First Contact E-mail Address:	
First Contact Phone Number:	
First Contact Fax Number:	
First Contact Cell Phone Number:	
Second Contact Full Name:	
Second Contact E-mail Address:	
Second Contact Phone Number:	
Second Contact Fax Number:	
Second Contact Cell Phone Number:	

Legal Counsel: The person who will provide the Local Agency opinion regarding the Prop 1A Securitization Borrowing.

*Legal Counsel Prefix	Mr.
*Legal Counsel Title:	District Counsel
*Legal Counsel First Name:	Tim
*Legal Counsel Last Name:	Carmel
*Legal Counsel Phone Number:	(805) 546-8785
*Legal Counsel Fax Number:	(805) 546-8015
Legal Counsel Cell Phone Number:	(805) 550-6170
*Legal Counsel Email Address:	tcarmel@carnaclaw.com

"You will receive an email confirmation of receipt by California Communities of your enrollment within 24 hours. If not, please check your email filter/spam blocker, or you may contact California Communities at Prop1A@cacommunities.org".

Print Form

Submit by Email



I. PROPOSITION 1A SECURITIZATION FAQ	1
II. OPTIONS FOR OPTING OUT OF THE PROPOSITION 1A SECURITIZATION FAQ.	5
III. PROPOSITION 1A GENERAL FAQ	7

I PROPOSITION 1A SECURITIZATION FREQUENTLY ASKED QUESTIONS

Q: What is Proposition 1A securitization?

A: On July 28, 2009, the California legislature and Governor Arnold Schwarzenegger passed the state budget and approved a provision allowing the state to borrow 8 percent of the amount of property tax revenue apportioned to cities, counties and special districts. Under the provision, the state will be required to repay those obligations by June 30, 2013.

The provision also created an option for California local public agencies to relieve the burden of loaning the state property tax revenues. The provision, called Proposition 1A Securitization, authorizes the California Statewide Communities Development Authority (“California Communities”) to purchase the receivable due to local agencies from the State.

Q: Who is the California Statewide Communities Development Authority?

A: The California Statewide Communities Development Authority is a joint powers authority (“JPA”) sponsored by the California State Association of Counties (“CSAC”) and the League of California Cities (“League”). California Communities was created by CSAC and the League in 1988 to enable local government and eligible private entities access to low-cost, financing through a variety of pooled and stand-alone finance programs.

Q: How does the Proposition 1A securitization work?

A: The legislation for the Proposition 1A securitization authorizes cities, counties, and special districts to sell their state repayment obligations to California Communities. In a simultaneous transaction, California Communities will issue bonds and remit the cash proceeds to the participating local public agencies. Bondholders will receive their repayment from the state at a later date. The legislation provides that local agencies participating in the securitization program will receive 100% of their respective Proposition 1A receivables.

Q: Do I need to become a member of California Communities to participate in the program?

A: No. All public agencies that are subject to the property tax diversion under Proposition 1A are eligible to participate in the program without having to join the California Communities JPA.

Q: Is securitization voluntary? What if our local agency chooses not to securitize?

A: Yes, this is a voluntary program. Public agencies that do not participate in the Proposition 1A Securitization Program can expect to receive repayment plus interest from the state for its obligations by June 30, 2013. The interest rate to be paid by the state to those local public agencies that do not securitize will be set by the Director of Finance on or before September 28, 2009. That amount must be no less than the current Pooled Money Investment Account rate, but no higher than 6%.

Q: How much will it cost our local agency to participate in the Proposition 1A Securitization Program?

A: All costs of issuance and interest expense will be paid by the state. This allows agencies to receive 100% of their receivables. Some agencies may incur legal costs if they use an outside attorney for normal legal services.

Q: If our local agency securitizes, will we still get the repayment interest from the state?

A: No. In the case of securitization, the state will pay the interest due to bondholders and issuance costs associated with the transaction. Only agencies that do not securitize will receive interest from the state in 2013.

Q: If my local agency participates in the securitization program, when can my agency expect to receive payment?

A: Depending upon timing of enactment of cleanup legislation in the California legislature, California Communities is targeting completion of the securitization transaction to occur in November or early December, 2009, which would result in 50% of the payment to participating local public agencies on January 15, 2010 and 50% on May 3, 2010.

Should the legislature not pass the anticipated legislative amendments, California Communities' next opportunity to securitize will likely be March, 2010.

Q: Will our local agency incur any liability by participating in the program?

A: No. The bonds issued by California Communities are not obligations of any of the local agencies that participate in the securitization program. The California Communities joint powers agreement expressly provides that California Communities is an entity separate and apart from the participating public agencies, and "its debts, liabilities and obligations do not constitute debts, liabilities or obligations of any party to the joint powers agreement." Participating public agencies are not responsible for any repayment of debt, nor are they named in any of the bond documents. Participating public agencies also will not have any obligations related to compliance with tax or disclosure obligations on the bonds.

Q: Are there any restrictions to joining?

A: No. California Communities is required to accept any local entity affected by the suspension, regardless of the amount of property tax revenue lost.

Q: Can redevelopment agencies participate?

A: No. The diversion of tax increment revenues from redevelopment agencies that was a part of the State budget is not a "loan" and was not done under Proposition 1A and therefore redevelopment agencies cannot participate.

Q: Has California Communities conducted a program like this before?

A: Yes. In 2005, California Communities conducted a similar bond securitization program for local agencies when the state borrowed Vehicle License Fee ("VLF") revenues from cities and counties. California Communities securitized \$455 million in VLF payments due from the state to provide advance repayment to 146 participating cities and counties.

Q: How is the Proposition 1A securitization different from the VLF "gap loan" securitization?

A: Under the VLF financing program in 2005, local agencies in California were required to cover the costs of issuance and pay the interest cost. As a result, local agencies only received on average about 93 cents on the dollar from their loans to the state. Under the proposed Proposition 1A Securitization Program, the state will pay for the borrowing interest incurred and the costs of issuance required for each agency to participate, allowing local agencies the ability to receive 100% of their receivables.

Q: Who is the financing team for the Proposition 1A Securitization Program?

A: Bond Counsel: Orrick, Herrington & Sutcliffe, LLP
Underwriters: Goldman Sachs,
JP Morgan,
Morgan Stanley,
De La Rosa,
and Stone & Youngberg
Program Consultant: Greencoast Capital Partners LLC
Trustee: Wells Fargo Bank, NA

Q: What is required from our local agency to participate?

A: Participating agencies must enroll in the program by going to the online Enrollment Form hosted on the California Communities website www.cacommunities.org/prop1A. Enrolled agencies will receive the required documentation from transaction counsel (Orrick, Herrington & Sutcliffe) including a resolution that must be adopted by their governing board. The resolution authorizes the sale of the Proposition 1A receivables to California Communities. This resolution together with other signature documents and local agency legal opinions must be submitted no later than November 6, 2009.

Q: What is the deadline to participate in the Proposition 1A Securitization Program?

A: Completed applications including resolutions passed by the board/council, participant documents signed by the authorized parties and legal opinions must be submitted by November 6, 2009.

Q: When should I begin the application process?

A: It is best to begin the application process as soon as possible. Each local agency is not committed to the program until all executed documentation is returned to bond counsel prior to November 6, 2009. So, it is best to begin the process early and have all the relevant documentation prepared.

Q: What if I start the process and decide I don't want to participate? Can I pull out of the process half-way through?

A: Each local agency is not committed until they return executed documents to bond counsel on or prior to November 6, 2009. Signed documents will be held in escrow by bond counsel and can be withdrawn prior to November 6, 2009. After November 6, 2009, agencies that have submitted the required signed documentation are committed to the transaction.

Q: Will our local agency have to go through a credit rating process? How will the credit rating for these bonds be assessed?

A: No. The bonds are secured by the State of California's constitutional and statutory obligation to repay the loan within the three-year time period. The ratings on the

bonds will be determined by the rating agencies based upon their assessment of the credit worthiness of the transaction and the state's ability to pay.

Q: Are there other ways to securitize aside from the California Communities program?

A: California Communities offers the only pooled Proposition 1A securitization program and is the only statutorily-authorized option that allows local agencies to securitize and have bond issuance and interest costs paid by the state.

Q: Where can I get more information?

A: For more information on the Proposition 1A securitization program, go to www.cacommunities.org/prop1A.

Q: How can I sign up for the Program?

A: To enroll in the program, submit the online [Enrollment Form](#) hosted on the California Communities website www.cacommunities.org/prop1A. There is no obligation on behalf of an enrolled local agency to actually participate. Each enrolled local agency must submit a complete set of signed documents with legal opinions by November 6, 2009 in order to be committed to the securitization program.

Q: There are several special districts in our County with board members that are the same as the County Board of Supervisors. Does each special district need to enroll in the program, adopt the Sale Resolution and sign documentation?

A: Yes. Each local agency must adopt the Sale Resolution, sign the Purchase and Sale Agreement and provide the required signature documents and legal opinions to participate in the Program.

II OPTIONS TO THE PROPOSITION 1A SECURITIZATION FREQUENTLY ASKED QUESTIONS

Q: What are my local agency's options other than participating in the Prop 1A loan securitization program?

A: There are a few options to securitization.

1. If a local agency can absorb the loss in property tax revenue this year, it can decide to wait for the State to repay the obligation by June 30, 2013.
2. Two or more local agencies are able to reallocate or sell the obligation to another local agency.

3. Local agencies can apply for a hardship exemption. If cleanup legislation is enacted, local agencies must first enroll in and fulfill the requirements of the securitization program in order to qualify for a hardship exemption.

Q: What is a hardship exemption?

A: For those local agencies experiencing extreme fiscal hardship, upon written request, the Director of Finance may decrease the reduction amount. Extreme fiscal hardship may include a local agency that:

- is in bankruptcy proceedings;
- may be required to seek bankruptcy protection as a result of the reduction in property tax revenue;
- does not have sufficient reserves to continue to provide a basic level of core services.

If the Director of Finance decreases a local agency's reduction as a result of hardship, the amount of the decrease will be allocated proportionately among other local agencies within the county, not to exceed more than 10 percent of the total reduction amounts for all local agencies within the county.

Q: How does my local agency apply for a hardship exemption?

A: The final hardship application procedures have not been established and are not expected to be established until after the cleanup legislation is enacted by the legislature. While current language is expected to change, current language states that a written request must be received by the Director of Finance by October 15, 2009. The Director of Finance must approve or reject the requests for a hardship exemption by November 15, 2009. The Director of Finance may not grant decreases in the suspension amount that totals more than 10 percent of the combined total shift of property tax per county. **Local agencies that believe they would qualify for a hardship exemption should prepare to file a request with the State Director of Finance by October 15, 2009. If the cleanup legislation passes, this deadline may be extended, but under current law October 15 is the deadline.**

Q: What can I expect to happen if my local agency does not join California Communities?

A: If your local agency can sustain an 8 percent property tax shift this year, and your local agency chooses not to participate in California Communities' loan securitization program, then the local agency can expect to be repaid directly from the state by June 30, 2013, with interest.

Q: What is the interest rate for those entities that choose not to participate in the Prop 1A loan securitization program?

A: The interest rate will be determined by the State Director of Finance by September 28, 2009 and must be higher than the Pooled Money Investment Board interest rate but no greater than 6 percent.

Q: Are there other options?

A: If the cleanup legislation passes, a local agency may be able to sell the receivable to another local agency.

Q. How would a local agency sell its Prop 1A Receivable to another local agency?

A: The cleanup legislation is expected to provide procedures for local agencies to sell Proposition 1A receivables to another local agency. The cleanup legislation is currently pending approval by the State Senate.

III PROPOSITION 1A SUSPENSION FREQUENTLY ASKED QUESTIONS

Q: When will we see the reduction in our property tax revenues?

A: You will see a reduction in your property tax revenues when you receive your property taxes as dispersed by the county auditor. The county auditor is required to shift the 8 percent property tax revenue in two installments, once before January 15, 2010, and again after the first transfer but no later than May 3, 2010.

Q: When is the state required to repay the “loan”?

A: ABX4 15 indicates the state’s deadline to repay the loan is June 30, 2013.

Q: And at what interest rate on the “loan”?

A: The interest rate for those agencies that do not sell the receivable to the joint powers authority will be set by the Director of Finance at a rate no less than the current Pooled Money Investment rate and capped at 6%. The Director of Finance must set this interest rate by September 28, 2009.

Q: Are there any guarantees that the state will repay us?

A: The State Constitution requires that the state provide repayment within a three-year period. ABX4 15 sets the repayment deadline at June 30, 2013.

The repayment is also continuously appropriated in the General Fund and authorizes the State Controller to make the repayment. The repayment is a priority payment behind General Fund obligations to schools and general obligation bonds. If the state has not fully repaid local agencies by June 30, 2013, local agencies or the bond issuer may seek a writ of mandamus to compel the Controller to fully pay the amounts the state is obligated to pay. The petition for writ of mandamus has priority and preference in setting and review and may be filed in the California Supreme Court.

Q: Will next year's property taxes (2010-11) be affected by this year's Prop 1A suspension?

A: It is highly unlikely that the Prop 1A protection of 2010-11 property taxes could be suspended. The State Constitution indicates that the property tax protection provisions of Proposition 1A cannot be suspended more than twice in a 10-year period (the first year begins with the first suspension).

Further, the state cannot suspend Proposition 1A until all previous loans are paid in full.

CAMBRIA COMMUNITY SERVICES DISTRICT

TO: Board of Directors

AGENDA NO. **9.B.**

FROM: Tammy Rudock, General Manager
Bob Gresens, District Engineer

Meeting Date: October 1, 2009 Subject: Consider Adoption of Resolution
47-2009 Approving Capital Expenditures
for Completion of Environmental Review
Process for Stuart Street Tank No. 3
and Rodeo Grounds Pump Station
Replacement Projects

RECOMMENDATIONS:

Adopt Resolution 47-2009 authorizing a loan from General Fund reserves to the Water Fund in an amount not to exceed \$30,000, without further Board approval, for completion of the environmental review process for Stuart Street Tank No. 3 and Rodeo Grounds Pump Station replacement projects.

FISCAL IMPACT:

Approximately \$25,000 to \$30,000 would be borrowed from the General Fund reserves and ultimately be repaid from the Water Fund.

DISCUSSION:

Engineering and environmental planning work on the Stuart Street Tank No. 3 project and Rodeo Grounds Pump Station Replacement project was suspended earlier this year after we were unsuccessful in obtaining American Recovery and Reinvestment Act funding (i.e., Federal stimulus funds) through the State's Clean Water revolving loan program. These projects are also not being funded through the CCSD's approved FY 2009/2010 operating budget.

It is estimated to cost approximately \$25,000 to \$30,000 to finalize both Initial Study/Mitigated Negative Declarations (IS/MND) that are partially completed on the Stuart Street Tank No. 3 project as well as the Rodeo Grounds Pump Station Replacement project. Approximately \$5,000 of this amount will be for work by Firma in completing photo montages of the new Stuart Street tank that will be incorporated into that project's IS/MND. The remainder of these costs will be for RBF Consulting's efforts towards completing the IS/MNDs and for assistance during the public environmental review process.

Although not budgeted to date, the Board has questioned the wisdom of stopping the IS/MND completions at this juncture. Staff met with the Utilities Committee on September 14th and discussed these projects, among others. The committee recommended moving forward to complete the environmental review process for these projects. Therefore, Resolution 47-2009

has been prepared for your consideration as a means to borrow funds from the General Fund for this purpose.

Approximately \$300,000 in engineering design fees remain to be spent in order to get both projects out to bid. The construction cost estimate for the Stuart Street tank No.3 is \$812,000, which includes a 20% contingency. The construction cost estimate for the Rodeo Grounds Pumping Station Replacement is \$1,908,000, which also includes a 20% contingency. Funding the design through construction costs will need to be reconsidered as the Board looks towards future funding alternatives.

Attachment: Resolution 47-2009

BOARD ACTION: Date _____ Approved: _____ Denied: _____

UNANIMOUS: __SANDERS__ CHALDECOTT__ CLIFT __ DE MICCO ____MAC KINNON__



RESOLUTION 47-2009

A RESOLUTION OF THE BOARD OF DIRECTORS
OF THE CAMBRIA COMMUNITY SERVICES DISTRICT
APPROVING CAPITAL EXPENDITURES FOR COMPLETION OF
ENVIRONMENTAL REVIEW PROCESS FOR
STUART STREET TANK NO. 3 AND
RODEO GROUNDS PUMP STATION REPLACEMENT PROJECTS

The Board of Directors of the Cambria Community Services District does hereby resolve as follows: Authorizes a loan from General Fund reserves to the Water Fund in an amount not to exceed \$30,000, without further Board approval, for completion of the environmental review process for Stuart Street Tank No. 3 and Rodeo Grounds Pump Station replacement projects.

PASSED AND ADOPTED THIS 1ST day of October 2009.

Gregory W. Sanders
President, Board of Directors

ATTEST:

APPROVED AS TO FORM:

Kathy A. Choate
District Clerk

Tim Carmel
District Counsel

CAMBRIA COMMUNITY SERVICES DISTRICT

TO: Board of Directors

AGENDA NO. **9.C.**

FROM: Tammy Rudock, General Manager
Bob Gresens, District Engineer

Meeting Date: October 1, 2009

Subject: Consider Adoption of Resolution
48-2009 Authorizing Funding for Water
and Wastewater Infrastructure
Modifications within the Western Main
Street Pavement Overlay Project

RECOMMENDATIONS:

Approve Resolution 48-2009 authorizing the borrowing of up to \$4,000 for wastewater infrastructure and \$34,000 for water infrastructure from General Fund reserves for purposes of completing water and wastewater infrastructure work prior to completion of the County's Western Main Street Overlay project.

FISCAL IMPACT:

General fund reserves would provide a total of \$38,000 in funding, with approximately \$4,000 for wastewater infrastructure and \$34,000 for water infrastructure. This would be treated as a loan and paid back by the water and wastewater funds, respectively.

DISCUSSION:

The County received funding from the American Recovery and Reinvestment Act (ARRA) that will be used to overlay the western reach of Main Street from approximately the Main Street Grill to Cornwall Street within the west village area. This work is estimated to take 10 days to complete and will be starting sometime between October 26th and November 2nd of this year.

Within the pavement area there are approximately 5 to 8 manholes that will require raising, along with 8 to 10 water valve boxes. There are also two pending CCSD water projects within this area that were pulled from the current budget, which should be completed now in order to avoid future disturbances to the newly paved roadway and to save on pavement restoration costs. The first project involves abandoning an undersized 2-inch diameter pipeline located in an alleyway behind the Pewter Plough Playhouse area, which serves four existing businesses. The existing undersized and maintenance-prone 2-inch pipeline would be replaced with a new 6-inch diameter pipeline fronting Main Street, along with a new hydrant. The second project in this area would include adding a fire hydrant near the intersection of Main Street and Arlington Street.

This above work items were not part of our current FY 09/10 operating budget, and have the following estimated costs:

- Raise Water Valve Boxes following the overlay ~ \$3,000
- Raise Manholes following the overlay ~ \$3,200
- New 6-inch diameter pipeline and hydrant at Pewter Plow and adjacent businesses ~ \$20,000.
- New hydrant at Arlington and Main ~ \$5,000.

The above costs total \$3,200 for wastewater-related work and \$28,000 for water-related work. Because there is a lack of detail on this work, we recommend including a 20-percent contingency within the Board's maximum allowable authorization. Therefore, costs with a 20-percent contingency would amount to \$3,840 for wastewater and \$33,600 for water. Rounded to the nearest \$1,000, these costs total \$4,000 for wastewater and \$34,000 for water.

Attachment: Resolution 48-2009

BOARD ACTION: Date _____ Approved: _____ Denied: _____

UNANIMOUS: __SANDERS__ CHALDECOTT__ CLIFT __ DE MICCO __MAC KINNON__



RESOLUTION 48-2009

A RESOLUTION OF THE BOARD OF DIRECTORS
OF THE CAMBRIA COMMUNITY SERVICES DISTRICT
AUTHORIZING FUNDING FOR WATER AND WASTEWATER
INFRASTRUCTURE MODIFICATIONS WITHIN THE WESTERN MAIN STREET
PAVEMENT OVERLAY PROJECT

The Board of Directors of the Cambria Community Services District does hereby resolve as follows:

1. Authorize a loan from General Fund reserves to the Water Fund in an amount not to exceed \$34,000, without further Board approval, for completion of water infrastructure modifications and improvements within Main Street prior to the County's planned overlay project; and
2. Authorize a loan from General Fund reserves to the Wastewater Fund in an amount not to exceed \$4,000, without further Board approval, for completion of wastewater infrastructure modifications and improvements within Main Street prior to the County's planned overlay project; and
3. Authorize the CCSD General Manager to obtain quotes and execute construction agreements to complete said work.

PASSED AND ADOPTED THIS 1ST day of October 2009.

Gregory W. Sanders
President, Board of Directors

ATTEST:

APPROVED AS TO FORM:

Kathy A. Choate
District Clerk

Tim Carmel
District Counsel

CAMBRIA COMMUNITY SERVICES DISTRICT

TO: Board of Directors

AGENDA NO. **9.D.**

FROM: Tammy Rudock, General Manager
Mark Miller, Assistant Fire Chief

Meeting Date: October 1, 2009 Subject: Consider Adoption of Resolution
49-2009 Approving Addendum to CCSD
Interagency Operational Agreement with
Cambria Community Healthcare District
Providing for ALS (Advanced Life
Support) Equipment Aboard CCSD
Fire Department Apparatus

Recommendation:

Adopt Resolution 49-2009 approving Addendum to the CCSD Interagency Operational Agreement with the Cambria Community Healthcare District (CCHD) providing for ALS equipment aboard CCSD Fire Department Apparatus.

Fiscal Impact:

Paramedic personnel costs will be borne by the CCHD.

Discussion:

The existing Interagency Operational Agreement between the CCSD and CCHD (10/28/04) is attached for reference. Today's action relates to the attached Addendum, which adds Section 5 to the Interagency Operational Agreement. It reflects the agreement for returning CCHD's ALS equipment on CCSD's fire apparatus and utilization thereof by CCHD licensed paramedics, while on duty with the CCSD Fire Department, as an extension of the CCHD ALS provider operations. CCHD paramedics, while on duty with the CCSD Fire Department and functioning as paramedics, will be covered under the CCHD liability insurance. The SLO County Health Officer approved the extended ALS operations to the CCSD.

A similar addendum was approved by the CCSD Board on 8/24/06 per Resolution 45-2006, on a temporary basis, and operationally proved to be very successful.

The CCHD Board of Trustees approved the attached Addendum at its 9/22/09 regular meeting.

Attachments: Resolution 49-2009
Interagency Operational Agreement between CCSD and CCHD
Addendum to Interagency Operational Agreement

BOARD ACTION: Date _____ Approved: _____ Denied: _____

UNANIMOUS: SANDERS CHALDECOTT CLIFT DEMICCO MACKINNON



CAMBRIA COMMUNITY SERVICES DISTRICT

RESOLUTION 49-2009

A RESOLUTION OF THE BOARD OF DIRECTORS
OF THE CAMBRIA COMMUNITY SERVICES DISTRICT (CCSD)
APPROVING ADDENDUM TO CCSD INTERAGENCY OPERATIONAL
AGREEMENT WITH CAMBRIA COMMUNITY HEALTHCARE DISTRICT
(CCHD) PROVIDING FOR ADVANCED LIFE SUPPORT (ALS) EQUIPMENT
ABOARD CCSD FIRE DEPARTMENT APPARATUS

The Board of Directors of the Cambria Community Services District does hereby resolve as follows:

1. Approve the Addendum to CCSD Interagency Operational Agreement with CCHD providing for Advanced Life Support Equipment aboard CCSD Fire Department apparatus, and utilization of CCHD licensed paramedics, while on duty with the CCSD Fire Department, as an extension of the CCHD ALS provider operations.
2. The General Manager is hereby authorized to execute this addendum on behalf of the Cambria Community Services District.

PASSED AND ADOPTED THIS 1st day of October 2009.

Gregory W. Sanders, President
Board of Directors

APPROVED AS TO FORM:

Tim Carmel
District Counsel

ATTEST:

Kathy A. Choate
District Clerk

INTERAGENCY OPERATIONAL AGREEMENT

By and Between

Cambria Community Services District Fire Department

and

Cambria Community Healthcare District Ambulance Service

This operational level agreement is made and entered into by the above named parties for the purpose of cross-utilization of qualified personnel for emergency calls. This agreement shall commence on October 28, 2004, and shall continue until an amended agreement, is considered and approved by each respective district governing board.

Section One

Any Cambria Fire Department (CFD) employee, who is on duty, and is a San Luis Obispo County certified and authorized Paramedic would be available to provide Paramedic assistance at the request of the on duty Paramedic working for the Cambria Community Healthcare District (CCHD) ambulance. Upon begin requested to provide Advanced Life Support services that CFD Paramedic would be able to function as a Paramedic, and would be covered by the CCHD liability and worker compensation insurance. The CFD employee would follow all required State and San Luis Obispo County protocols and procedures. These Paramedics would require training and recognition from the CCHD as an authorized and recognized Paramedic, working under their Paramedic licensing agreement. The CCHD shall maintain an application and personnel file along with all applicable certification copies.

Section Two

Any Cambria Fire Department Lieutenant, Engineer or Firefighter who meets the State of California requirement and standards to drive and operate an ambulance could be requested to staff the back-up ambulance. This would typically be requested when a back-up crew consists of either a single Emergency Medical Technician or a Paramedic (EMT-P). The on duty Cambria Fire Department company officer would be requested to transfer that on duty second crew member to staff the second out or back-up ambulance as the second crew member. Upon transfer of the Cambria Fire Department member to the Cambria Community Health Care District, the CCHD would provide all required insurance coverage and appropriate compensation to the transferred employee. The Fire Department would then recall to fill the vacancy on the Engine Company. This personnel transfer request from the Fire Department to the CCHD ambulance could be denied, if the Fire Company Officer on duty was actively working an incident, was responding to an incident where reduction of staffing could endanger the safety of the Company, or due to any other situation which has or will compromise available fire and rescue staffing, which is present at the time of the request. The transfer will not occur if the remaining Cambria Fire Department employee that is on the Engine, is not a qualified Engineer or Company Officer. During the time the on duty Fire Department member began staffing the ambulance and a recalled employee returned to duty, the on duty Fire Officer could request the ambulance respond to assist with a call. This would not be initiated if the back-up ambulance was not available, or dispatched to another call.

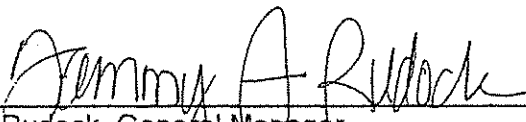
Section Three

Any CCHD employee who is also a Firefighter, Engineer, or Lieutenant employee of the CFD, while on-duty or on active backup with a CCHD ambulance, may request to be replaced to assist the CFD during the course of a confirmed structure, wildland fire, or any other emergency incident that is personnel intensive, so long as such replacement does not compromise the required staffing of the primary ambulance or the secondary ambulance (if committed to active standby). The CCHD employee requesting replacement must wait until confirmation of the incident by the on-scene incident commander and then conduct a replacement search by radio/page between 0800 and 2200 hours or by landline during the hours of 2200 and 0800. Subsequent to the physical arrival of the CCHD replacement personnel, the transfer of the requested CCHD employee would proceed to the CFD; the CFD would then provide all required insurance coverage and appropriate compensation to the transferred employee. This replacement process may also be subject to termination by CCHD management if such process is determined to be detrimental to the response status of the CCHD primary ambulance or backup ambulance if on active standby. In addition, if requested by the Incident Commander for the primary ambulance to remain committed to the incident, the active backup crew will be called in to staff the second unit. During the course of a confirmed incident, the Crisis Intervention Team shall be available to assist as needed.

Section Four

The Cambria Fire Department and the Cambria Community Services District would continue to pay our employees for time worked. The CCHD would provide financial compensation paid directly to the EMT or EMT-P fire department personnel who staff a back-up CCHD ambulance for the period of time they provide coverage.


For the Cambria Community Services District Fire Department:



Tammy Rudock, General Manager

Date: 10/28/04

For the Cambria Community Healthcare District Ambulance Service:



Dave Melendy, Administrator

Date: 11/2/04

Addendum to Interagency Operational Agreement

By and Between

Cambria Community Services District

And

Cambria Community Healthcare District

Revised and Restated September 22, 2009

Section Five

San Luis Obispo County accredited paramedics who are employees of both the Cambria Community Services District (CCSD) Fire Department and the Cambria Community Healthcare District (CCHD), will have the option to carry and utilize CCHD Advanced Life Support (ALS) equipment and supplies meeting the minimum criteria of the San Luis Obispo County EMSA Policy 114. The use of this equipment will allow CCHD accredited paramedics while working for the CCSD Fire Department to function as an extension of the CCHD Advanced Life Support provider operations as follows:

- A. All CCHD paramedic personnel on duty with the CCSD Fire Department shall follow CCHD SOP # 2.10 when functioning as a paramedic on behalf of the CCHD.
- B. When the CCHD paramedic on duty with CCSD Fire Department arrives on scene ahead of the ambulance, and the patient is presenting with an acute critical condition that requires immediate ALS intervention, it is expected that the paramedic will begin appropriate assessment and treatment. When the ambulance arrives on scene, both paramedics will work cooperatively to treat the patient and ensure rapid transportation to the hospital. A report on the patient's condition, history, and treatment provided shall be relayed to the ambulance paramedic to ensure uninterrupted treatment and transport.

If there is an anticipated delay in the ambulance arrival based on information from dispatch, the CCHD paramedic on duty with CCSD Fire Department shall begin ALS assessment and treatment

on all patients as appropriate and provided for by the EMSA ALS protocols.

- C. During the time that these personnel are providing ALS treatment, they will be considered as operating under the existing provider authority of the CCHD.
- D. CCHD paramedics, while on duty with CCSD Fire Department and functioning as paramedics, will be covered under the CCHD liability insurance.
- E. The CCSD will be responsible for providing all Fire Department personnel their paychecks and all compensation per their M.O.U.
- F. All ALS equipment and supplies will remain the property and responsibility of CCHD. CCHD will be responsible for all maintenance of ALS equipment and restock of supplies.
- G. All CCHD equipment and supplies are to be locked in the CCSD Fire Department apparatus and secured so that BLS personnel do not have access. Only CCHD paramedic personnel will have access to this cabinet.
- H. The on-duty Fire Captain or Officer In-Charge (OIC) shall advise the on duty CCHD ambulance crew at the beginning of their shift when the CCSD Fire Department apparatus will be staffed by a CCHD paramedic thus operating as a back-up first responder paramedic unit.

The Healthcare District may remove, change-out, replace, or transfer any equipment or ALS supplies from the fire apparatus for any purpose including but not limited to replacing out of service equipment on any of the CCHD ambulances or supervisor vehicle. The ALS equipment is the property of CCHD and as such, CCHD reserves the right to manage or move their equipment as needed.

CCHD personnel shall advise the on duty Fire Captain or OIC if any portion or all of the ALS equipment that renders the unit non-operational as a backup ALS first responder unit is removed. CCHD personnel shall notify the on-duty Fire Captain or OIC when the ALS equipment is returned to the CCSD Fire Department apparatus.

For the Cambria Community Services District:

_____ Date: _____
Tammy Rudock, General Manager

For the Cambria Community Healthcare District:

 _____ Date: 9-22-09
Don Melendy, Administrator

SOP # 2.10

Utilization of the Cambria Community Healthcare District ALS Equipment and Paramedics On duty with the Cambria Community Services District Fire Department

Purpose

To establish protocols defining the procedures for CCHD ALS equipment to be carried on the CCSD Fire Engine and the use thereof.

Definitions

ALS – Advanced Life Support

BLS – Basic Life Support

CCHD – Cambria Community Healthcare District

CCSD – Cambria Community Services District

EMSA – Emergency Medical Services Agency

EMS Authority – California Emergency Medical Services Authority

Narcotics – Any ALS medication identified by the Drug Enforcement Administration under schedules 2 and 4.

Narcotics Log – CCHD signature log showing possession and control of narcotics.

Narcotics usage form – CCHD form showing usage of narcotics during an EMS call.

Paramedic – An individual currently licensed by the EMS Authority, and accredited by the EMSA to provide ALS as outlined in the EMSA Policy and Procedure Manual while under the employment of an approved SLO County ALS Provider.

PCR – Patient Care Report

SLO County – San Luis Obispo County

Deployment of ALS Equipment

When a CCHD Paramedic is on duty with the CCSD Fire Department, they may, at their discretion, remove the following equipment from one of the reserve ambulances if available and have that equipment available to them during their shift with the CCSD Fire Department:

1. ALS Med Bag
2. EKG Monitor
3. Airway Bag
4. Narcotics Box
5. Cache of additional medications to ensure that the inventory meets the minimum requirement established by the EMSA for ALS First Responders. (see attachment)

The equipment/supplies listed above shall be signed out from one of the on-duty paramedics with the CCHD. Narcotics will be counted and the narcotics log to be signed and countersigned. The log book shall remain with the narcotics at all times. The CCHD on-duty crews shall be notified which ambulance has been taken out of service due to the removal of this equipment. The on-duty paramedic shall notify the Operations Director and Administrator as to which ambulance is out of service.

The configuration of the equipment shall remain unchanged while being carried by the CCHD paramedic on the CCSD Fire Engine.

When the paramedic is going off shift, and they are not being replaced by another CCHD paramedic at the fire department, the equipment/supplies shall be returned to the CCHD ambulance station, being signed back in by an on-duty paramedic. The narcotics shall be counted and the narcotics log signed and countersigned. The on-duty paramedic shall notify the Operations Director and Administrator when the reserve ambulance is fully equipped and available for response.

The CCHD Operations Director or Administrator may suspend the deployment at any time in order to ensure that all ambulances are in a response ready state in the event of a major event requiring the staffing of all ambulances or a major disaster requiring the deployment of a CCHD ambulance to an ambulance strike team.

Anytime one of the CCHD's EKG monitor is taken out of service for repair, the ALS equipment will not be available for deployment to the CCSD Fire Engine. All CCHD paramedics shall be notified when and if this situation were to occur.

Security/Control of Narcotics

All narcotics shall be maintained in the locked box as kept in the ambulance. This box shall be kept in a locked compartment in the fire engine at all times unless being removed for use on a patient or when returning the ALS equipment/supplies to the CCHD ambulance. When not in the locked compartment on the CCSD Fire Engine, the narcotics box shall be in the immediate possession of the CCHD paramedic. The CCHD paramedic shall be the only individual with the key to the narcotics box. Reproduction of this key is prohibited.

Documentation

1. PCR – A PCR form shall be provided by the CCHD for the paramedic to use to indicate any ALS assessment or treatment rendered. This PCR, including CAD printout from CAL FIRE that includes all fire dispatch times is to be delivered to the ambulance station prior to the end of the paramedic's shift on the fire department. The CCHD Administrator shall deliver copies of the PCR, CAL FIRE CAD printout and SLO County Sheriff's Department CAD printout to the EMSA Medical Director quarterly for his/her review. The paramedic will not be required to complete a PCR when they are assisting the paramedic on duty with the ambulance as permitted by the Interagency Operational Agreement, Section One.
2. Narcotics Log – the narcotics log shall remain with the narcotics and all signatures shall be current. Any failure to maintain this log shall be considered a breach in the control of narcotics and appropriate action may be taken by the CCHD Operations Director, Administrator, or the EMSA Medical Director.
3. Narcotics use form – A narcotics use form shall be completed and delivered to the Operations Director prior to the end of the shift anytime that narcotics are used in the field. A copy of this form shall be kept with the narcotics log to verify changes in narcotics inventory levels.
4. ALS Check-out form – An ALS check out form for the equipment/supplies deployed to the CCSD Fire Engine shall be completed every day that the equipment is in service. These forms shall be maintained in a binder kept at the CCSD Fire Station. This binder shall be available anytime for the Operations Director or Administrator to examine.

5. Equipment failure report – Anytime that there is a failure of the CCHD equipment, the equipment failure report shall be completed and the Operations Director or Administrator shall be notified. They will make a determination if other CCHD ALS equipment can be deployed to the CCHD paramedic on duty with the CCSD Fire Department to continue this coverage.

Chain of Command

Any CCHD paramedic engaging in providing ALS assessment or treatment whether on duty with the ambulance, or while on duty with the CCSD Fire Department, are functioning solely as an employee of the CCHD during that period. As such, the CCHD paramedic shall abide by the CCHD Personnel Manual, SOP Manual, and EMSA Policy and Procedure Manual. In the absence of the CCHD paramedic on scene with the ambulance, the CCHD paramedic on duty with the CCSD Fire Department shall have control of medical care of the patient.

Title 22, Article 7, 100167 Paramedic Service Provider, paragraph (6)(d) states, “No responding unit shall advertise itself as providing paramedic services unless it does, in fact, provide these services and meets the requirements of subsection (a) of this section.” Paramedics, while working on the CCSD Fire Department shall only be identified by their title with the fire department (i.e. Captain, Engineer, or Firefighter). Any identification whether verbal or written as a paramedic shall be as a Cambria Community Healthcare District paramedic, not as a “Cambria Fire paramedic”. This shall be inclusive of radio call signs and communications with patient’s, their families, the general public and/or bystanders.

Engaging in ALS Assessment or Treatment

It is the goal of the CCHD to always provide the best, most appropriate care for residence and visitors of the North Coast of San Luis Obispo County.

When the CCHD paramedic on duty with CCSD Fire Department arrives on scene ahead of the ambulance, and the patient is presenting with an acute critical condition that requires immediate ALS intervention, it is expected that the paramedic will begin appropriate assessment and treatment. When the ambulance arrives on scene, both paramedics will work cooperatively to treat the patient and ensure rapid transportation to the hospital. A report on the patient’s condition, history, and treatment provided shall be relayed to the ambulance paramedic to ensure uninterrupted treatment and transport.

If there is an anticipated delay in the ambulance arrival based on information from dispatch, the CCHD paramedic on duty with CCSD Fire Department shall begin ALS assessment and treatment on all patients as appropriate and provided for by the EMSA ALS protocols.

Ownership of ALS Equipment and Supplies

All ALS equipment/supplies shall remain the property of the CCHD.

Maintenance/Repair

All maintenance and repair of ALS equipment shall be the responsibility of the CCHD. In the event that the CCHD paramedic on duty with CCSD Fire Department discovers any equipment in need of repair or maintenance, the CCHD Operations Director or Administrator shall be notified immediately and the equipment shall be taken out of service. The cost of maintenance/repair shall be the responsibility of the CCHD.

Expired medications and Disposable Supplies

All medications and disposable supplies that are discovered to be expired by the CCHD paramedic while on duty with CCSD Fire Department shall be returned to the ambulance station and replaced with unexpired items. The cost of this replacement remains the responsibility of the CCHD.