

# STAFF REPORT



ITEM NO. **12**

CITY OF OCEANSIDE

---

DATE: November 1, 2006

TO: Honorable Mayor and City Councilmembers

FROM: Water Utilities Department

SUBJECT: **APPROVAL OF A PROFESSIONAL SERVICES AGREEMENT WITH ENVIRONMENTAL COMPLIANCE INSPECTION SERVICES IN AN AMOUNT NOT TO EXCEED \$100,956 FOR INSPECTION PROGRAMS FOR COMMERCIAL KITCHEN GREASE SOURCE CONTROL INSTALLATIONS AND GREASE SOURCE CONTROL BEST MANAGEMENT PRACTICES**

## **SYNOPSIS**

Staff and the Utilities Commission recommend that the City Council approve a one-year professional services agreement with Environmental Compliance Inspection Services (E.C.I.S.) of Rancho Santa Margarita, California, in an amount not to exceed \$100,956 for inspection programs for commercial kitchen grease source control installations and grease source control best management practices (Exhibit A), and authorize the City Manager to execute the agreement.

## **BACKGROUND**

As part of its ongoing efforts to prevent sewer spills and to comply with local, state and federal regulations, the Water Utilities Department contracted with E.C.I.S. in March 2002 to compile a database of existing grease disposal devices in all Oceanside commercial kitchens. The information that E.C.I.S. gathered included the size and type of each grease control device and its suitability for the commercial kitchen served.

On September 7, 2005, Council approved a one-year contract with E.C.I.S. to establish a grease source control inspection program to monitor the commercial kitchens for the next year. This ongoing program has been effective in educating commercial kitchen owners and staff on the best ways to eliminate grease in the sewer collection system, as well as ensure that grease is being disposed of properly through monitoring and inspection of each grease control device. In addition, staff has been educating restaurant workers on grease control best management practices through distribution of pamphlets and a film in both English and Spanish.

## **ANALYSIS**

Local, state and federal regulations for discharges into the sanitary sewer system are becoming stricter, and penalties for sewer spills caused by grease blockages are becoming more costly. Through the grease source control installation and best management practices inspection program, the City has been able to decrease sewer system blockages caused by improper handling and disposal of grease and oil in commercial kitchens. The goal is to eventually eliminate sewer spills caused by grease blockages. This inspection program has been instrumental in gathering the information the City needs to establish its own regulations for grease control devices in commercial kitchens.

Continued monitoring and inspection is necessary to ensure restaurant compliance. As a part of the professional services agreement, monthly inspections will be performed on each food establishment to determine the capacity and condition of the grease interceptor, obtain pH samples, and record all data. E.C.I.S. will also provide complete inspections of all new pretreatment device installations. Staff is requesting that E.C.I.S. be considered a sole-source contractor because it is the only company in the area that provides these specialized services.

## **FISCAL IMPACT**

The cost for the inspection program for commercial kitchen grease source control installations is \$81,396, and the cost for the inspections of grease source control best management practices is \$19,560, for a proposed total annual cost of \$100,956. In fiscal year 2006-2007, Council approved an appropriation of \$101,470 in the Sewer Laboratory (721.666960) operating budget for consulting services. There are available funds for these inspection programs.

## **CITY ATTORNEY'S ANALYSIS**

The referenced documents have been reviewed by the City Attorney and approved as to form.

## **INSURANCE REQUIREMENTS**

The City's standard insurance requirements will be provided.

## **COMMISSION OR COMMITTEE REPORT**

The Utilities Commission approved staff's recommendation at its meeting on September 19, 2006.

**RECOMMENDATIONS**

Staff and the Utilities Commission recommend that the City Council approve a one-year professional services agreement with Environmental Compliance Inspection Services (E.C.I.S.) of Rancho Santa Margarita, California, in an amount not to exceed \$100,956 for inspection programs for commercial kitchen grease source control installations and grease source control best management practices (Exhibit A), and authorize the City Manager to execute the agreement.

PREPARED BY:

*Rich McGee*  
\_\_\_\_\_  
*for* Greg Blakely  
Administration Manager

SUBMITTED BY:

*[Signature]*  
\_\_\_\_\_  
Barry E. Martin  
Interim City Manager

REVIEWED BY:

Michelle Skaggs Lawrence, Assistant to the City Manager

*[Signature]*  
\_\_\_\_\_

Lonnie Thibodeaux, Interim Water Utilities Director *[Signature]*

*[Signature]*  
\_\_\_\_\_



ENVIRONMENTAL COMPLIANCE INSPECTION SERVICES

SOURCE CONTROL SOLUTIONS

Date: 9-6-06

To: Mr. Lonnie Thibodeaux / City of Oceanside / Wastewater Division Manager

From: Jon Kinley / President / ECIS

Re: GI-GT Inspections / Grease BMP Inspections Proposals

Dear Lonnie:

Per your request, here is the proposal regarding ECIS implementing monthly GI-GT inspections and an annual Grease BMP Inspections Program for the City of Oceanside.

➤ **MONTHLY GREASE INTERCEPTOR-TRAP INSPECTIONS:**

ECIS proposes to run the existing grease interceptor-grease trap inspection program as is currently in place. This includes inspecting all known GI-GT installations within the City of Oceanside sewer service area on a monthly basis. As of this date there are 399 lids inspected at a fee of \$17 per lid for a **projected yearly total of \$81,396.**

➤ **GREASE BMP INSPECTIONS PROGRAM:**

ECIS proposes to inspect all establishments, (grease producing) within the City of Oceanside sewer service area to monitor compliance or non-compliance with the Cities Grease BMP Inspection Program.

ECIS proposes to inspect all establishments designated as grease producing once per year, at a fee of Forty (40) dollars per establishment.

ECIS proposes to inspect for the following at these inspections: (1) Removal of Garbage Grinder (2) Inspect Grease Collection Maintenance logs, Exhaust Hood Maintenance logs and Employee Training logs (3) Inspect for installation and maintenance of all Drain Screens (4) Inspect to ensure Food Waste BMP's are followed (5) Inspect to ensure Dry Wiping BMP is followed (6) Inspect for Emergency Spill Materials or Spill Response Kit (7) Inspect to ensure Storm-water / Grease BMP poster(s) are located in approved areas.

ECIS proposes to inform and give written notification of all instances of Non-Compliance to all effected establishments, as well as how to obtain compliance, as described in the Grease Control Best Management Practices Inspection Report.



SOURCE CONTROL SOLUTIONS

*ECIS proposes to distribute all materials pertaining to the BMP Program to all affected establishments.*

*ECIS proposes to charge the City of Oceanside a fee of Forty (40) dollars for all return inspections due to non-compliance.*

*ECIS will not inspect any FSE deemed to be non/limited-grease producing listed in the "Grease BMP Exempt" tab on the database.*

*ECIS proposes to notify the City of Oceanside of all establishments in non-compliance with the BMP Inspection Program. All information critical to the Grease BMP Inspection Program will be contained within the Excel Database on the "Grease BMP's" tab.*

*As of this date there are approximately 326 establishments subject to the Grease BMP Inspections Program. This number may fluctuate slightly. Due to the difficulty in assessing the level of non-compliance anticipated, ECIS estimates that of the 326 FSE's subject to inspection, half (163) will be in non-compliance and subject to a return inspection. This will add an additional \$6,520 (163 X \$40) to the annual program. Estimated yearly cost of BMP Program Inspections is \$ 19,560. (326 X \$40 = \$13,040 + \$6,520 return inspection fee).*

➤ *Monthly GI-GT inspections: \$81,396 / Grease BMP Inspections: \$19,560.*

➤ *Estimated yearly cost of 2 program inspections programs is \$100,956.*

*Thanks Lonnie, I appreciate all the work you and your staff have done in assisting ECIS to implement these programs, we sincerely value the working relationship we have with the City of Oceanside. If you have any questions please do not hesitate to contact me.*

*Respectfully submitted,*

*Jon C. Kinley  
President  
ECIS*

**CITY OF OCEANSIDE**  
**PROFESSIONAL SERVICES AGREEMENT**

**PROJECT: INSPECTION PROGRAMS FOR COMMERCIAL KITCHEN GREASE  
SOURCE CONTROL INSTALLATIONS AND GREASE SOURCE  
CONTROL BEST MANAGEMENT PRACTICES (721) 666960.5241**

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2006, by and between the CITY OF OCEANSIDE, a municipal corporation, hereinafter designated as "CITY", and Jon C. Kinley, dba Environmental Compliance Inspection Services (E.C.I.S.), hereinafter designated as "CONSULTANT."

**RECITALS**

- A. CITY desires to obtain professional inspection services from an independent contractor for the above named project.
- B. CONSULTANT has submitted a proposal to provide inspection services for the CITY in accordance with the terms set forth in this Agreement.
- C. CITY desires to contract with CONSULTANT as an independent contractor and CONSULTANT desires to provide services to CITY as an independent contractor.
- D. CONSULTANT has demonstrated its competence and professional qualifications necessary for the satisfactory performance of the services designated herein by virtue of its experience, training, education, and expertise.

**NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:**

**1.0 SCOPE OF WORK.** CONSULTANT will execute an inspection program for commercial kitchen grease source control installations to mitigate the impact and occurrence of sanitary sewer overflows caused by grease blockages in the sewer collection system and monitor all grease-producing establishments for compliance with the City's grease source control best management practices, as described in CONSULTANT's proposal dated September 6, 2006, attached hereto and incorporated herein as Attachment A.

**1.1 PROFESSIONAL SERVICES PROVIDED BY CONSULTANT.** The professional services to be performed by CONSULTANT shall consist of but not be limited to the following:

**INSPECTION PROGRAMS FOR COMMERCIAL KITCHEN GREASE SOURCE CONTROL INSTALLATIONS AND GREASE SOURCE CONTROL BEST MANAGEMENT PRACTICES (721) 666960.5241**

**1.1.1** Work closely with the Water Utilities Director in performing work in accordance with this Agreement in order to receive clarification as to the result, which the CITY expects to be accomplished by CONSULTANT. The Water Utilities Director, under the authority of the City Manager, shall be the CITY's authorized representative in the interpretation and enforcement of all work performed in connection with this Agreement. The Water Utilities Director may delegate authority in connection with this Agreement to the Water Utilities Director's designees. For the purposes of directing the CONSULTANT's performance in accordance with this Agreement, the Water Utilities Director delegates authority to Lonnie Thibodeaux, Water Utilities Division Manager.

**1.1.2** In compliance with Government Code Section 7550, the CONSULTANT shall include a separate section in the proposal prepared pursuant to this Agreement, which contains a list of all the subcontractors and dollar amounts of all contracts and subcontracts required for the preparation of work described in this Agreement.

**1.1.3** Provide field assistance to the City upon request by Water Utilities Director to include the services listed below:

- a) Prepare needed reports and notices.
- b) Provide monthly inspections of all commercial kitchens that discharge wastewater containing food grease and/or oil to include:
  - Contacting customers and providing information on applicable local, state and federal laws, regulations and programs.
  - Determining capacity and condition of grease interceptors/control devices and recording results.
  - Obtaining pH samples and recording results.
  - Informing customer of all results and/or actions.
  - Issuing of notice of non-compliance if necessary.
  - Gather information for, maintain and update a City database of all customers which discharge wastewater containing food, grease or oil into the City sewer collection system.
- c) Attend meetings with the Water Utilities Director or his designees.

**1.2** **SERVICES PROVIDED BY CITY.** The CITY shall perform the following services:

**1.2.1** Provide access to all public improvement plans and records and furnish one copy of drawings and reports requested.

**1.2.2** Obtain all necessary permits from other regulatory agencies and other Departments. CONSULTANT shall participate in the completion of such forms but CITY will submit these and pay for any applicable fees.

## **2.0 TIMING REQUIREMENTS**

**2.1** Time is of the essence in the performance of work under this Agreement and the timing requirements shall be strictly adhered to unless otherwise modified in writing. The term of this agreement is for one (1) year from the date that it is signed by the City Manager. E.C.I.S. shall inspect all Oceanside restaurants once every thirty (30) calendar days. All work shall be completed in every detail to the satisfaction of the Water Utilities Director.

**2.2** CONSULTANT shall submit all requests for extensions of time for performance in writing to the Water Utilities Director no later than ten (10) calendar days after the start of the condition which purportedly caused the delay, and not later than the date on which performance is due. The Water Utilities Director shall review all such requests and may grant reasonable time extensions for unforeseeable delays which are beyond CONSULTANT's control.

**2.3** For all time periods not specifically set forth herein, the CONSULTANT shall respond in the most expedient and appropriate manner under the circumstances, by either telephone, fax, hand delivery, or mail.

**3.0 INDEPENDENT CONTRACTOR.** CONSULTANT's relationship to the CITY shall be that of an independent contractor. CONSULTANT shall have no authority, express or implied, to act on behalf of the CITY as an agent, or to bind the CITY to any obligation whatsoever, unless specifically authorized in writing by the Water Utilities Director. The CONSULTANT shall not be authorized to communicate directly with, nor in any way direct the actions of, any bidder or the construction contractor for this project without the prior written authorization by the Water Utilities Director. CONSULTANT shall be solely responsible for the performance of any of its employees, agents, or subcontractors under this Agreement.

CONSULTANT shall report to the CITY any and all employees, agents, and consultants performing work in connection with this project, and all shall be subject to the approval of the CITY.

**4.0 CITY BUSINESS LICENSE.** Prior to the commencement of any work under this Agreement, the CONSULTANT shall obtain and present a copy of an Oceanside City Business License to the Water Utilities Director.

**5.0 WORKERS' COMPENSATION.** Pursuant to Labor Code Section 1861, the CONSULTANT hereby certifies that the CONSULTANT is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and the CONSULTANT will comply with such provisions, and provide certification of such compliance as a part of these Award Documents. The certification shall be in accordance with Subsections 6.3 through 6.8 of this Agreement.

**6.0 LIABILITY INSURANCE.**

**6.1** CONSULTANT shall, throughout the duration of this Agreement maintain comprehensive general liability and property damage insurance, or commercial general liability insurance, covering all operations of CONSULTANT, its agents and employees, performed in connection with this Agreement including but not limited to premises and automobile.

**6.2.1** CONSULTANT shall maintain liability insurance in the following minimum limits:

Comprehensive General Liability Insurance  
(bodily injury and property damage)

Combined Single Limit Per Occurrence	\$1,000,000
General Aggregate	\$2,000,000*

Commercial General Liability Insurance  
(bodily injury and property damage)

General limit per occurrence	\$1,000,000
General limit project specific aggregate	\$2,000,000

<u>Automobile Liability Insurance</u>	\$1,000,000
---------------------------------------	-------------

\* General aggregate per year, or part thereof, with respect to losses or other acts or omissions of CONSULTANT under this Agreement.

**6.2.2** If coverage is provided through a Commercial General Liability Insurance policy, a minimum of 50% of each of the aggregate limits shall remain available at all times. If over 50% of any aggregate limit has been paid or reserved, the CITY may require additional coverage to be purchased by the CONSULTANT to restore the required limits. The CONSULTANT shall also notify the CITY'S Project Manager promptly of all losses or claims over \$25,000 resulting from work performed under this contract, or any loss or claim against the CONSULTANT resulting from any of the CONSULTANT'S work.

**6.3** All insurance companies affording coverage to the CONSULTANT for the purposes of this Section shall add the City of Oceanside as "additional insured" under the designated insurance policy for all work performed under this agreement. Insurance

coverage provided to the City as additional insured shall be primary insurance and other insurance maintained by the City of Oceanside, its officers, agents, and employees shall be excess only and not contributing with insurance provided pursuant to this Section.

**6.4** All insurance companies affording coverage to the CONSULTANT pursuant to this agreement shall be insurance organizations authorized by the Insurance Commissioner of the State of California to transact business of insurance in the state or be rated as A-X or higher by A.M. Best.

**6.5** All insurance companies affording coverage shall provide thirty (30) day written notice to the City of Oceanside should the policy be cancelled before the expiration date. For the purposes of this notice requirement, any material change in the policy prior to the expiration shall be considered a cancellation.

**6.6** CONSULTANT shall provide evidence of compliance with the insurance requirements listed above by providing a Certificate of Insurance, in a form satisfactory to the City Attorney, concurrently with the submittal of this Agreement.

**6.7** CONSULTANT shall provide a substitute Certificate of Insurance no later than thirty (30) days prior to the policy expiration date. Failure by the CONSULTANT to provide such a substitution and extend the policy expiration date shall be considered a default by CONSULTANT and may subject the CONSULTANT to a suspension or termination of work under the Agreement.

**6.8** Maintenance of insurance by the CONSULTANT as specified in this Agreement shall in no way be interpreted as relieving the CONSULTANT of any responsibility whatever and the CONSULTANT may carry, at its own expense, such additional insurance as it deems necessary.

**7.0** **CONSULTANT'S INDEMNIFICATION OF CITY.** CONSULTANT shall indemnify and hold harmless the CITY and its officers, agents and employees against all claims for damages to persons or property arising out of the conduct, negligent acts, errors or omissions or wrongful acts of conduct of the CONSULTANT, or its employees, agents, subcontractors, or others in connection with the execution of the work covered by this Agreement, except for those claims arising from the willful misconduct, sole negligence or active negligence of the CITY, its officers, agents, or employees. CONSULTANT'S indemnification shall include any and all costs, expenses, attorneys' fees, expert fees and liability assessed against or incurred by the CITY, its officers, agents, or employees in defending against such claims or lawsuits, whether the same proceed to judgment or not. Further, CONSULTANT at its own expense shall, upon written request by the CITY, defend any such suit or action brought against the CITY, its officers, agents, or employees resulting or arising from the conduct, tortuous acts or omissions of the CONSULTANT.

CONSULTANT'S indemnification of CITY shall not be limited by any prior or subsequent declaration by the CONSULTANT.

**8.0 NO CONFLICT OF INTEREST.** The CONSULTANT shall not be financially interested in any other CITY contract for this project. For the limited purposes of interpreting this section, the CONSULTANT shall be deemed a "City officer or employee", and this Section shall be interpreted in accordance with Government Code section 1090. In the event that the CONSULTANT becomes financially interested in any other CITY contract for this project, that other contract shall be void. The CONSULTANT shall indemnify and hold harmless the CITY, under Section 9 above, for any claims for damages resulting from the CONSULTANT'S violation of this Section.

**9.0 OWNERSHIP OF DOCUMENTS.** All plans and specifications, including details, computations, and other documents, prepared or provided by the CONSULTANT under this Agreement shall be the property of the CITY. The CITY agrees to hold the CONSULTANT free and harmless from any claim arising from any use, other than the purpose intended, of the plans and specifications and all preliminary sketches, schematics, preliminary plans, architectural perspective renderings, working drawings, including details, computation, and other documents, prepared or provided by the CONSULTANT. CONSULTANT may retain a copy of all material produced under this Agreement for the purpose of documenting their participation in this project.

**10.0 COMPENSATION.**

**10.1** For work performed by CONSULTANT in accordance with this Agreement, CITY shall pay CONSULTANT in accordance with the schedule of billing rates set forth in Exhibit A, attached hereto and incorporated herein by reference. No rate changes shall be made during the term of this Agreement without prior written approval of the Water Utilities Director. CONSULTANT's compensation for all work performed in accordance with this Agreement shall not exceed the total contract price of \$81,396 for commercial kitchens grease control inspections and \$19,560 for grease control best management practices inspections.

No work shall be performed by CONSULTANT in excess of the total contract price without prior written approval of the Water Utilities Director. CONSULTANT shall obtain approval by the Water Utilities Director prior to performing any work which results in incidental expenses to CITY as set forth in Section 11.2.2.

**10.2** CONSULTANT shall maintain accounting records including the following information:

**10.2.1** Names and titles of employees or agents, types of work performed, and times and dates of all work performed in connection with this Agreement which is billed on an hourly basis.

**10.2.2** All incidental expenses including reproductions, computer printing, postage, mileage and subsistence.

**10.3** CONSULTANT's accounting records shall be made available to the Water Utilities Director, for verification of billings, within a reasonable time of the Water Utilities Director's request for inspection.

**10.4** CONSULTANT shall submit monthly invoices to CITY. CITY shall make partial payments to CONSULTANT not to exceed the total contract price within thirty (30) days of receipt of invoice, subject to the approval of the Water Utilities Director.

**11.0 TERMINATION OF AGREEMENT.** Either party may terminate this Agreement by providing thirty (30) days written notice to the other party.

If any portion of the work is terminated or abandoned by the CITY, then the CITY shall pay CONSULTANT for any work completed up to and including the date of termination or abandonment of this Agreement, in accordance with Section 13. The CITY shall be required to compensate CONSULTANT only for work performed in accordance with the Agreement up to and including the date of termination.

**12.0 ASSIGNMENT AND DELEGATION.** This Agreement and any portion thereof shall not be assigned or transferred, nor shall any of the CONSULTANT's duties be delegated, without the express written consent of the CITY. Any attempt to assign or delegate this Agreement without the express written consent of the CITY shall be void and of no force or effect. A consent by the CITY to one assignment shall not be deemed to be a consent to any subsequent assignment.

This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

**13.0 ENTIRE AGREEMENT.** This Agreement comprises the entire integrated understanding between CITY and CONSULTANT concerning the work to be performed for this project and supersedes all prior negotiations, representations, or agreements.

**14.0 INTERPRETATION OF THE AGREEMENT.** The interpretation, validity and enforcement of the Agreement shall be governed by and construed under the laws of the State of California. The Agreement does not limit any other rights or remedies available to CITY.

The CONSULTANT shall be responsible for complying with all Local, State, and Federal laws whether or not said laws are expressly stated or referred to herein.

Should any provision herein be found or deemed to be invalid, the Agreement shall be construed as not containing such provision, and all other provisions which are otherwise lawful shall remain in full force and effect, and to this end the provisions of this Agreement are severable.

**15.0 AGREEMENT MODIFICATION.** This Agreement may not be modified orally or in any manner other than by an Agreement in writing signed by the parties hereto.

**16.0 DISPUTE RESOLUTION.**

- (a) Any controversy or claim arising out of or relating to this AGREEMENT, or concerning the breach or interpretation thereof, shall be first submitted to mediation, the cost of which shall be borne equally by the parties.
  
- (b) No suit shall be brought on this contract unless all statutory claims filing requirements have been met.

**17.0 NOTICES.** All notices, demands, requests, consents or other communications which this Agreement contemplates or authorizes, or requires or permits either party to give to the other, shall be in writing and shall be personally delivered or mailed to the respective party as follows:

**TO CITY:**

**TO CONSULTANT:**

Lonnie Thibodeaux,  
Interim Water Utilities Director

Jon C. Kinley

CITY OF OCEANSIDE

E.C.I.S.

WATER UTILITIES DEPARTMENT

12 VIA TORRE

300 NORTH COAST HIGHWAY

RANCHO SANTA MARGARITA, CA 92688

OCEANSIDE, CA 92054

\_\_\_\_\_

Either party may change its address by notice to the other party as provided herein.

Communications shall be deemed to have been given and received on the first to occur of (i) actual receipt at the offices of the party to whom the communication is to be sent, as designated above, or (ii) three (3) working days following the deposit in the United States Mail of registered or certified mail, postage prepaid, return receipt requested, addressed to the offices of the party to whom the communication is to be sent, as designated above.

**18.0 SIGNATURES.** The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity and authority to enter into and to execute this Agreement on behalf of the respective legal entities of the CONSULTANT and the CITY.

IN WITNESS WHEREOF the parties hereto for themselves, their heirs, executors, administrators, successors, and assigns do hereby agree to the full performance of the covenants herein contained and have caused this Professional Services Agreement to be executed by setting hereunto their signatures this \_\_\_\_\_ day of \_\_\_\_\_, 2006.

**PROJECT: INSPECTION PROGRAMS FOR COMMERCIAL KITCHEN GREASE SOURCE CONTROL INSTALLATIONS AND GREASE SOURCE CONTROL BEST MANAGEMENT PRACTICES (721) 666960.5241**

Jon C. Kinley, dba E.C.I.S.  
CONSULTANT

CITY OF OCEANSIDE  
CITY

BY:   
SIGNATURE

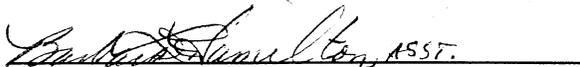
BY: \_\_\_\_\_  
CITY MANAGER

Jon C. Kinley President  
NAME/TITLE

\_\_\_\_\_  
ATTEST: CITY CLERK

BY:   
SIGNATURE

Jon C. Kinley - President  
NAME/TITLE

  
APPROVED AS TO FORM:  
CITY ATTORNEY

02-0541037  
FEDERAL EMPLOYER I.D. NO.

**NOTARY ACKNOWLEDGMENTS OF CONSULTANT MUST BE ATTACHED.**

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California

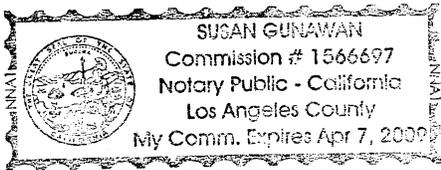
County of ORANGE

On SEPTEMBER 6<sup>TH</sup> 2006 before me, SUSAN GUNAWAN NOTARY PUBLIC,  
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared JONATHAN CRAIG KINLEY  
Name(s) of Signer(s)

- personally known to me
- (or proved to me on the basis of satisfactory evidence)

to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Place Notary Seal Above

Susan Gunawan  
Signature of Notary Public

**OPTIONAL**

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

**Description of Attached Document**

Title or Type of Document: CITY OF OCEANSIDE : PROFESSIONAL SERVICES AGREEMENT

Document Date: 09-06-06 Number of Pages: 8

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_



Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

