



Spreckels Community Services District  
**REGULAR MEETING OF THE BOARD OF DIRECTORS**  
**Wednesday September 18, 2024 5:30 pm**  
 Spreckels Veterans Memorial Building, 5<sup>th</sup> & Llano, Spreckels, CA 93962

### AGENDA

*Agenda order may be adjusted by Chair for purposes of meeting flow and to be respectful of the time concerns of guests present.*

1. CALL TO ORDER:

2. PLEDGE OF ALLEGIANCE:

3. ROLL CALL & ESTABLISHMENT OF QUORUM:

Mike McTighe, President  
 Amanda Lane, Vice-President  
 Otto Kramm, Director  
 Kerry Varney, Director

4. ADDITIONS, CHANGES AND ADOPTION OF THE AGENDA:

5. CORRESPONDENCE:

6. PUBLIC COMMENTS: *At this time any person may comment on any item which is not on the agenda. Please state your name and address for the record. Action will not be taken on any item that is not on the agenda. If it requires action, it will be referred to staff and/or placed on the next agenda. Board members may briefly respond to statements made or questions posed as permitted by Government Code Section 54954.2. In order that all interested parties have an opportunity to speak, please limit comments to a maximum of five (5) minutes. Any member of the public may comment on any matter listed on this agenda at the time the matter is being considered by the Board of Directors.*

7. APPROVAL OF MINUTES:

- a. SCSD Regular Board Meeting August 21, 2024.

8. GENERAL MANAGER'S REPORT:

- a. Financial Reports.

1. Fund Balance as of 9/18/2024
2. Budget FYTD to 9/18/2024
3. Review of County Fund 634 Trial Balance Report: FY 2024 Period 14.
4. Review of Expenditures August 2024.

9. UNFINISHED BUSINESS NON-ACTION ITEMS:

- a. Closing Balance Adjustment for Audit FY's E 6/30/2016-2019.
- b. FEMA Stormwater Outflow Pipe Damage.
- c. Annual Inspection of Drainage and Flood Control System Facilities (due August 15).

10. UNFINISHED BUSINESS ACTION ITEMS:

11. NEW BUSINESS ACTION ITEMS:

a. Review and Approval of Accounts Payable:

1. Paul J. Ingram Company	Management Services	\$1,085.00
2. Spreckels Memorial District	Office Rent	\$ 100.00
3. Spreckels Water Company	Water	\$ 311.37
4. PG&E	Streetlights & Pump Stations	\$ 747.40
5. Monterey County Weekly	Public Notice	\$ 117.00
6. Big Sky Creative Design	Business Card for Mike	<u>\$ 65.00</u>
	<b>TOTAL</b>	<b>\$2,425.77</b>

- b. Resolution No. 2024-06: Resolution restricting Spreckels Town Improvement Funds.
- c. Approve Agreement for Professional Services with Monterey County Counsel's Office.
- d. Appoint Phil Balestreri to the Board Position vacated by Brian Amaral.

12. NEW BUSINESS NON-ACTION ITEMS:

- a. General Management and Facilities Management Services Contract between SMD and SCSD.

13. ZONES 1 AND 2 SYSTEMS REPORT:

14. FUTURE AGENDA ITEMS:

15. ADJOURN REGULAR MEETING:

Next meeting Wednesday October 16, 2024 5:30 PM.

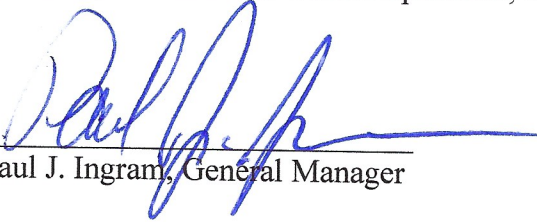
**ADA COMPLIANCE**

**In compliance with the American Disabilities Act (ADA), disabled individuals requiring special accommodations to access, attend, or participate in District Board meetings, should contact the District Administrative Office, [831] 455-7855. To ensure that your request is granted please notify this office at least one business day prior to the scheduled public meeting.**

**In Compliance with Government Code section 54957.5**, non-exempt writings that are distributed to a majority or all of the Board in advance of a meeting, may be viewed on the District website [www.scsd.specialdistrict.org](http://www.scsd.specialdistrict.org).

**Certification**

I, Paul J. Ingram, General Manager/Board Clerk for Spreckels Community Services District, do hereby declare that the foregoing agenda was posted at least (72) hours prior to the September 18, 2024 Regular Meeting of the District Board of Directors scheduled for 5:30 pm at Spreckels Veterans Memorial Building, 5<sup>th</sup> and Llano Streets Spreckels, CA 93962

  
Paul J. Ingram, General Manager

Date 9/11/2024

**To download the full agenda packet, please go to [www.scsd.specialdistrict.org](http://www.scsd.specialdistrict.org) and click on the meeting date. Click on the link to the agenda.**

Spreckels Community Services District  
 MINUTES OF THE REGULAR MEETING OF THE BOARD OF DIRECTORS  
**Wednesday August 21, 2024 5:30 pm**  
 Spreckels Veterans Memorial Building, 5<sup>th</sup> & Llano, Spreckels, CA 93962

1. CALL TO ORDER:

*The meeting was called to order by President McTighe at 5:30pm.*

2. PLEDGE OF ALLEGIANCE:

3. ROLL CALL & ESTABLISHMENT OF QUORUM:

Mike McTighe, President  
 Amanda Lane, Vice-President  
 Otto Kramm, Director  
 Kerry Varney, Director

*Present: McTighe, Kramm, Varney*  
*Absent: Lane*

**QUORUM ESTABLISHED**

4. ADDITIONS, CHANGES AND ADOPTION OF THE AGENDA:

5. CORRESPONDENCE:

6. PUBLIC COMMENTS:

*Rick Gutierrez: Trees in alleyways need to be trimmed.*

*Mike Peterson: Alleyways need to be maintained so that large vehicles can pass through.*

*Rusty Cummings: Crosswalks need painting.*

7. APPROVAL OF MINUTES:

a. SCSD Regular Board Meeting July 17, 2024.

*Motion to approve [Varney] 2<sup>nd</sup> [Kramm].*

*Ayes: McTighe, Kramm, Varney*

*Noes: None*

**MOTION CARRIED**

8. GENERAL MANAGER'S REPORT:



- a. Financial Reports.
  1. Fund Balance as of 8/21/2024
  2. Budget FYTD to 8/21/2024
  3. Review of County Fund 634 Trial Balance Report: FY 2024 Period 13.
  4. Review of Expenditures June 2024.

9. UNFINISHED BUSINESS NON-ACTION ITEMS:

- a. Closing Balance Adjustment for Audit FY's E 6/30/2016-2019.
- b. FEMA Stormwater Outflow Pipe Damage.
- c. Annual Inspection of Drainage and Flood Control System Facilities (due August 15).
- d. New Spreckels Neighborhood Watch.
- e. Possible Connection of Town of Spreckels Sewer System to Monterey One Water Regional Wastewater Facility: Mike McCullough, Director of External Affairs.
- f. Elections 2024 Filing Period Results.

***Brian Amaral has resigned. The vacancy has been posted. Candidate filing period has passed with no new candidates. Phil Balestreri will fill out an application for the position.***

10. UNFINISHED BUSINESS ACTION ITEMS:

11. NEW BUSINESS ACTION ITEMS:

a. <u>Review and Approval of Accounts Payable:</u>		
1. Paul J. Ingram Company	Management Services	\$ 980.00
2. Spreckels Memorial District	Office Rent/SAM.gov fee	\$3,095.00
3. Spreckels Water Company	Water	\$ 311.37
4. PG&E	Streetlights & Pump Stations	\$1,450.00
5. Ground Penetrating Radar Systems	Underground Video	\$2,950.00
6. Otto Kramm	Lights for Pumphouse	<u>\$ 42.57</u>
	<b>TOTAL</b>	<b>\$8,918.94</b>

***Motion to approve [Varney] 2<sup>nd</sup> [Kramm].***

***Ayes: McTighe, Kramm, Varney***

***Noes: None***

***MOTION CARRIED***

- b. Resolution No. 2024-06: Resolution restricting Spreckels Town Improvement Funds.

***Item tabled for revisions.***

- c. Approve Payment of \$20,000 from Spreckels Town Improvement Funds to Spreckels Veterans Memorial District for Park Playground Ffillable Rubber Surfacing Project.

***Kerry Varney reported donations will be made to Spreckels Veterans Memorial District by the Tanimura Family and Tanimura and Antle Farms for \$10,000 each, totaling \$20,000. No funds for playground will come from Town Improvement funds.***

12. NEW BUSINESS NON-ACTION ITEMS:

- a. Resignation of Brian Amaral. Start Vacancy Appointment Process

13. ZONES 1 AND 2 SYSTEMS REPORT:

14. FUTURE AGENDA ITEMS:

15. ADJOURN REGULAR MEETING:

***Meeting was adjourned at 6:31 pm.***

Next meeting Wednesday September 18, 2024 5:30 PM.

Respectfully submitted,

Approval date \_\_\_\_\_

\_\_\_\_\_  
Paul J. Ingram, General Manager

**SPRECKELS COMMUNITY SERVICES DISTRICT  
FUND 634 BALANCE AS OF 9/18/2024 AFTER  
TODAY'S ACCOUNTS PAYABLE.**

<b>COUNTY FUND 634</b>	<b>\$317,489.46</b>
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Income	Budget	FYTD	BALANCE	%
Zone 1 Assessment 52.3%	\$57,132.92		\$57,132.92	0.00%
Zone 2 Assessment 47.7%	\$52,183.32		\$52,183.32	0.00%
Non-Assessment Prop Taxes	\$37,549.01		\$37,549.01	0.00%
Interest on Pooled Investments	\$2,378.76		\$2,378.76	0.00%
Spreckels Town Improvement Fund	\$40,764.20	\$ 40,764.20	\$0.00	100.00%
<b>Total Income</b>	<b>\$190,008.21</b>	<b>\$ 40,764.20</b>	<b>\$149,244.01</b>	<b>21.45%</b>
Expense				
Administrative Fees Zone 1 52.3%	\$422.10	\$ 179.81	\$242.29	42.60%
Administrative Fees Zone 2 47.7%	\$277.90	\$ 58.18	\$219.72	20.94%
Audit Expense Zone 1 52.3%	\$2,110.50		\$2,110.50	0.00%
Audit Expense Zone 2 47.7%	\$1,359.50		\$1,359.50	0.00%
Board/Staff Education Zone 1 52.3%	\$241.70		\$241.70	0.00%
Board/Staff Education Zone 2 47.7%	\$158.80		\$158.80	0.00%
Capital Improvements Zone 1	\$0.00		\$0.00	#DIV/0!
Capital Improvements Zone 2	\$0.00		\$0.00	#DIV/0!
Equipment Repair/Maint. Zone 1 67%	\$5,360.00	\$ 2,403.67	\$2,956.33	44.84%
Equipment Repair/Maint. Zone 2 33%	\$2,640.00	\$ 1,182.55	\$1,457.45	44.79%
General Liability/Property Zone 1 52.3%	\$1,190.50		\$1,190.50	0.00%
General Liability/Property Zone 2 47.7%	\$1,150.00		\$1,150.00	0.00%
Landscape Maint. Zone 2	\$8,000.00		\$8,000.00	0.00%
Legal Services Zone 1 52.3%	\$603.00		\$603.00	0.00%
Legal Services Zone 2 47.7%	\$397.00		\$397.00	0.00%
Management Services Zone 1 52.3%	\$5,427.00	\$ 1,812.20	\$3,614.80	33.39%
Management Services Zone 2 47.7%	\$3,573.00	\$ 1,652.80	\$1,920.20	46.26%
Membership Fees Zone 1 52.3%	\$422.10	\$ 1,566.39	-\$1,144.29	371.09%
Membership Fees Zone 2 47.7%	\$277.90	\$ 1,428.61	-\$1,150.71	514.07%
Office Rent Zone 1 52.3%	\$723.60	\$ 188.28	\$535.32	26.02%
Office Rent Zone 2 47.7%	\$476.40	\$ 171.72	\$304.68	36.05%
Parcel Management Zone 1 52.3%	\$7,788.60		\$7,788.60	0.00%
Parcel Management Zone 2 47.7 %	\$2,461.40		\$2,461.40	0.00%
Power Zone 1	\$6,000.00	\$ 1,823.75	\$4,176.25	30.40%
Power Zone 2	\$7,000.00	\$ 2,869.43	\$4,130.57	40.99%
Property Taxes Zone 1	\$20.00		\$20.00	0.00%
Property Taxes Zone 2	\$710.00		\$710.00	0.00%
Streetlight Repairs Zone 2	\$500.00		\$500.00	0.00%
Sidewalk/ADA Zone 1	\$0.00		\$0.00	#DIV/0!
Tree Maintenance Zone 2	\$6,000.00	\$ 5,875.00	\$125.00	97.92%
Water Zone 1	\$1,200.00	\$ 276.63	\$923.37	23.05%
Water Zone 2	\$3,600.00	\$ 657.48	\$2,942.52	18.26%
Website Zone 1 52.3%	\$180.90		\$180.90	0.00%
Website Zone 2 47.7%	\$119.10		\$119.10	0.00%



Spreckels Community Services District  
Proposed Budget FYE 6/30/2025

Emergency Reserve	\$64,893.22		\$64,893.22	0.00%
<b>Total Expense</b>	<b>\$135,284.22</b>	<b>\$ 22,146.50</b>	<b>\$113,137.72</b>	<b>16.37%</b>

**SPRECKELS COMMUNITY SERVICES DISTRICT RESOLUTION 2024-06: A RESOLUTION TO RESTRICT FUNDS RECEIVED FROM THE SPRECKELS TOWN IMPROVEMENT COMMITTEE TO PROJECTS FOR THE BETTERMENT OF THE TOWN OF SPRECKELS ONLY.**

WHEREAS, a settlement agreement was executed November 16, 2005, (“Settlement Agreement”) which resolved multiple lawsuits concerning the Town of Spreckels, specifically Monterey County Superior Court Case Nos. M69751, M71292, and M76547;

WHEREAS, in addition to other matters addressed therein, the Settlement Agreement required the creation and funding of the Town Improvement Fund, overseen by a The Town Improvement Fund Committee (“The Committee”) empowered with expending the funds for projects for the betterment of the Town of Spreckels; and

WHEREAS, The Committee has authorized distributing funds to the Spreckels Community Services District to be used for projects for the betterment of the Town of Spreckels; with the understanding that the funds will be designated for “Traffic Control Measures” for a period of 12 months from the adoption of this resolution. Once expired, the SCSD may use the funds as it sees fit for the betterment of the Town of Spreckels; and

WHEREAS, The Committee has requested that Spreckels Community Services District, as a condition of receiving said funds, commit by official action to setting aside the funds and only expending them for their stated purpose.

NOW, THEREFORE, BE IT RESOLVED, the Board of Directors of the Spreckels Community Services District hereby resolve that the funds it receives from The Committee shall be earmarked and spent only for its intended purpose, specifically, that the funds be used for projects for the betterment of the Town of Spreckels.

PASSED AND ADOPTED upon motion of Director \_\_\_\_\_, seconded by Director \_\_\_\_\_ and carried this \_\_\_ day of \_\_\_\_\_, 2024 by the following vote:

AYES:

NOES:

ABSENT:

Signed,

Attest,

\_\_\_\_\_  
Michael McTighe, President

\_\_\_\_\_  
Paul J. Ingram, General Manager

AGREEMENT FOR PROFESSIONAL SERVICES

between the

**SPRECKELS COMMUNITY SERVICES DISTRICT**

and the

COUNTY COUNSEL’S OFFICE OF THE COUNTY OF MONTEREY

This Professional Services Agreement (“Agreement”) is made and entered into by and between **SPRECKELS COMMUNITY SERVICES DISTRICT**, a California special district, (“Agency”) and the Office of the County Counsel, County of Monterey (“Attorney”).

In consideration of the mutual covenants and conditions set forth in this Agreement the Parties agree as follows:

1. **SERVICES TO BE PROVIDED.** Agency hereby engages Attorney, and Attorney hereby agrees to perform the services described in Exhibit B in conformity with the terms of this Agreement. These services are generally described as the provision of Brown Act, conflict, Public Records Act Requests, and related legal services for Agency. The primary attorney assigned shall be Deputy County Counsel Michael J. Whilden, although other attorneys may be assigned or utilized from time-to-time as may be necessary or appropriate.

2. **PAYMENTS BY AGENCY.** Agency shall pay Attorney in accordance with the payment provisions set forth in Exhibit A (Standard Provisions). Compensation shall be payable at an hourly rate as specified in Exhibit C. The hourly rate may be adjusted annually by Attorney by providing written notice to Agency.

2.01 **Not to Exceed Amount.** Notwithstanding the foregoing, the total amount payable by Agency to Attorney pursuant to this Agreement shall not exceed \$\_\_\_\_\_ per Agency fiscal year (July 1 through June 30).

3. **TERM OF AGREEMENT.** The term of this Agreement is from July 1, 2024, until terminated as set forth herein.

4. **ADDITIONAL PROVISIONS/EXHIBITS.** The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement.

Exhibit A	Standard Provisions
Exhibit B	Scope of Services
Exhibit C	Hourly rates

5. **CONTRACT ADMINISTRATORS.**

FOR AGENCY:

**SPRECKELS COMMUNITY SERVICES DISTRICT**  
**90 Fifth Street**  
**Spreckels, CA 93962**

FOR ATTORNEY:

**SUSAN K. BLITCH**, County Counsel  
Office of the County Counsel  
County of Monterey  
168 W. Alisal Street, 3<sup>rd</sup> Floor  
Salinas, CA 93901  
BlitchSK@countyofmonterey.gov  
(831) 755-5045

IN WITNESS WHEREOF, Agency and Attorney have executed this Agreement as of the last date opposite the respective signatures below.

**SPRECKELS MEMORIAL DISCTRICT**

**OFFICE OF THE MONTEREY COUNTY COUNSEL**

By: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

**SUSAN K. BLITCH**,  
County Counsel

Approved as to Form:

By: \_\_\_\_\_  
**MICHAEL J. WHILDEN**, Deputy County Counsel



EXHIBIT A  
STANDARD PROVISIONS

1. PERFORMANCE STANDARDS

Attorney warrants that Attorney and Attorney's employees performing services hereunder are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this agreement.

Attorney and its employees shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.

Attorney shall furnish, at its own expense, all materials equipment, and personnel necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement. Attorney shall not use Agency premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

2. PAYMENT CONDITIONS

Attorney shall submit to Agency's Contract Administrator an invoice on a form acceptable to Agency. Such invoice shall be submitted monthly. The invoice shall set forth the amounts claimed by Attorney for the previous month, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice as Agency may require. The Contract Administrator or designee shall certify the invoice, either in the requested amount or in such other amount as Agency approved in conformity with this Agreement. A check shall be issued in the certified amount, within 30 days of receiving the invoice, to Attorney.

Attorney shall not receive reimbursement for travel expenses unless set forth in Exhibit C.

3. TERMINATION

3.01. During the term of this Agreement, either party may terminate the Agreement by giving written notice of termination to the other party at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In the event of such termination, Agency shall pay to Attorney all sums due for services rendered prior to the date of termination.

3.02. Agency may cancel and terminate this Agreement for good cause effective immediately upon written notice to Attorney. "Good cause" includes but is not limited to the failure of Attorney to perform the required services at the time and

in the manner provided herein. If Agency terminates this Agreement for good cause, Agency shall pay to Attorney all sums due for services rendered prior to the date of termination.

#### 4. INDEMNIFICATION

Attorney shall indemnify, defend, and hold harmless Agency and its officers, agents, and employees from and against the following:

(a) any and all claims, liabilities, and losses whatsoever (together with any expenses related thereto, including but not limited to damages, court costs, and attorneys' fees) occurring or resulting to any person, firm or corporation for damage, injury or death, to the extent that such claims, liabilities, or losses arise out of, are alleged to arise of, or connected with the wrongful, willful, or negligent act or omission of Attorney, its officers, employees or agents in the performance of this Agreement.

#### 5. INSURANCE

5.01. Agency recognizes that Attorney is a constituent part of a public entity, the County of Monterey. The County maintains general liability coverage that will also provide coverage for professional negligence, with a self-insured retention of \$2.5 million per occurrence.

#### 6. RECORDS AND CONFIDENTIALITY

6.01. Agency Confidentiality. Attorney and its officers, employees and agents shall comply with any and all federal, state, and local laws which provide for the confidentiality of records and other information. Attorney shall not disclose any confidential records or other confidential information received from Agency or prepared in connection with the performance of this Agreement, unless Agency specifically permits Attorney to disclose such records or information. Attorney shall promptly transmit to Agency any and all requests for disclosure of any such confidential records or information. Attorney shall not use any confidential information gained by Attorney in the performance of this Agreement except for the sole purpose of carrying out Attorney's obligations under this Agreement.

6.02. Agency Records. When this Agreement expires or terminates, Attorney shall return to Agency any records which Attorney utilized or received from Agency to perform services under this Agreement.

6.03. Maintenance of Records. Attorney shall prepare, maintain, and preserve all reports and records that may be required by federal, state, county and Agency rules and regulations related to services performed under this Agreement. Attorney shall maintain such records for a period of at least three-years after receipt of final payment under this Agreement. If any litigation, claim,

negotiation, audit exception, or other action relating to this Agreement is pending at the end of the three-year period, then Attorney shall retain said records until such action is resolved.

- 6.04. Access to and Audit of Records. Agency shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the Attorney related to services provided under this Agreement. Pursuant to Government Code Section 8546.7, if this Agreement involved the expenditure of public funds in excess of \$10,000, the parties to this Agreement may be subject, at the request of Agency or as part of any audit of Agency, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.

## 7. INDEPENDENT CONTRACTOR

In the performance of work, duties, and obligations under this agreement, Attorney is at all times acting and performing as an independent contractor and not as an employee of Agency. No offer or obligation on permanent employment with Agency is intended in any manner, and Attorney shall not become entitled by virtue of this Agreement to receive from Agency any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. Attorney shall be solely liable for and obligated to pay directly all applicable taxes, including but not limited to federal and state income taxes and social security, arising out of Attorney's performance of this Agreement. In connection therewith, Attorney shall defend, indemnify, and hold Agency harmless from any and all liability which Agency may incur because of Attorney's failure to pay such taxes.

## 10. NOTICES

Notices required under this Agreement shall be delivered personally or by first-class, postage pre-paid mail to Agency's and Attorney's Contract Administrators at the addresses listed at page 2 of this Agreement.

## 11. GENERAL PROVISIONS

- 11.01. Conflict of Interest. Attorney covenants that he or she presently has no financial interest and shall not acquire any financial interest during the term of this Agreement which would directly or indirectly conflict in any manner or to any degree with the full and complete performance of the professional services required to be rendered under this Agreement.

Agency acknowledges that Attorney represents other clients, including, but not limited to, the County of Monterey, LAFCO of Monterey County, the Transportation Agency of Monterey County, the Water Resources Agency of Monterey County, and the Monterey Bay Unified Pollution Control Agency,

which representation may, from time-to-time, present a conflict of interest with the representation of Agency. Attorney shall promptly inform Agency of any situation giving rise to a conflict of interest in the representation of Agency, and the parties shall confer in good faith regarding a potential waiver of any conflict. Should any conflict not be waived, Agency shall seek legal services from a different attorney of its choice regarding that matter.

- 11.02. Amendment. This Agreement may be amended or modified only by an instrument in writing signed by all the parties hereto.
- 11.03. Waiver. Any waiver of any terms and conditions hereof must be in writing and signed by the parties hereto. A waiver of any of the terms and conditions hereof shall not be construed as a waiver of any other terms or conditions in this Agreement.
- 11.04. The term "Attorney" as used in this Agreement includes Attorney's officers, agents, and employees acting on Attorney's behalf in the performance of this Agreement.
- 11.05. Assignment and Subcontracting. Attorney shall not assign, sell, mortgage, hypothecate or otherwise transfer its interest or obligations in this Agreement without the prior written consent of Agency. None of the services covered by this Agreement shall be subcontracted without the prior written approval of Agency. Notwithstanding any such subcontract, Attorney shall continue to be liable for the performance of all requirements of this Agreement.
- 11.06. Successors and Assigns. This Agreement and the rights, privileges, duties, and obligations of the parties hereunder, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.
- 11.07. Compliance with Applicable Law. The parties shall comply with all applicable federal, state, and local laws and regulations in performing this Agreement.
- 11.08. Headings. The section and paragraph headings are for convenience only and shall not be used to interpret the terms of this Agreement.
- 11.09. Time is of the Essence. Time is of the essence in each and all of the provisions of this Agreement.
- 11.10. Governing Law. This Agreement shall be governed by and interpreted under the laws of the State of California.



- 11.11. Non-exclusive Agreement. This Agreement is non-Exclusive and both parties expressly reserve the right to contract with other entities for the same or similar services.
- 11.12 Construction of Agreement. The parties agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment hereto.
- 11.13 Counterparts and Electronic Signatures. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement. This Agreement may be executed using an electronic signature service such as DocuSign or Adobe.
- 11.14. Authority. Any individual executing this Agreement on behalf of an entity represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such entity and bind the entity to the terms and conditions of the same.
- 11.15. Integration. This Agreement, including the exhibits hereto, shall represent the entire Agreement between the parties with respect to the subject matter hereof and shall supersede all prior negotiations, representations, or agreements either written or oral, between the parties as of the effective date hereof.

END OF EXHIBIT A

## EXHIBIT B

## SCOPE OF SERVICES

- Serve as Agency's legal counsel related to the California Open Meeting law, California Government Code section 54950 ("Brown Act"), except where special counsel is required.
- Provide conflict of interest advice to the extent legally permissible; individuals may be directed to consult with their own counsel or seek advice from the Fair Political Practices Commission.
- Provide advice regarding California Public Records Act requests.
- Attend regular and special meetings when requested.
- Attend in-person meetings with Agency's officers and employees when requested, and maintain frequent telephone and e-mail contact.
- Provide general advice to Agency's Board Members, officers and employees related to the Brown Act, the conduct of meetings, and the authority of the Boards to act or refrain from acting, as requested.
- Review monthly agenda items and assist in preparation of agenda documents as requested (staff reports, resolutions, administrative items, etc.).
- Prepare legal opinions as necessary.
- Prepare occasional reports, trainings, and present information at public hearings as requested and agreed upon.
- This agreement does not cover litigation, and, as such, a separate agreement shall be required for each instance the Office of County Counsel would represent the Agency in litigation.

END OF EXHIBIT B

## EXHIBIT C

## HOURLY RATES

The hourly rates for all services provided pursuant to this Agreement are as follows:

<b>Legal Advisor</b>	<b>Rate</b>
Deputy County Counsel	\$324.00
Chief Deputy County Counsel	\$371.00
Assistant County Counsel	\$442.00
Chief Assistant County Counsel	\$445.00
County Counsel	\$505.00

It is anticipated that most services pursuant to this agreement shall be provided by a Deputy County Counsel. Rates may be adjusted by Attorney yearly, and Attorney shall notify Agency of any change in rates.

## TRAVEL

If travel is required pursuant to any request for services by Agency travel costs will be billed pursuant to the travel policy of Agency.

END OF EXHIBIT C

Spreckels Community Services District  
 P.O. Box 7432  
 Spreckels, CA 93962  
 [831] 455-7855  
 spreckelscsd.main@gmail.com  
 www.scsd.specialdistrict.org

**Application for Appointment to fill Board Vacancy**

*[Instructions: Please fill in all applicable information, then read the "Board Member Qualifications and Expectations" section and sign at the bottom. All applicants please attach a letter describing their experience, qualifications and reason they wish to seek this appointment. Please mail all documents to the District address below or email scanned documents to the District email address.]*

NAME Phillip Balestreri

RESIDENTIAL ADDRESS 32 Hatton Ave

Spreckels CA 93962

MAILING ADDRESS [IF DIFFERENT FROM ABOVE] PO Box 7095

Spreckels CA 93962

PHONE 831-402-7139

EMAIL Phillb@benyardranch.com

ARE YOU A REGISTERED VOTER IN MONTEREY COUNTY? Yes

**Board Member Qualifications and Expectations**

**District Information:**

1. Spreckels Community Services District is one of forty two Independent Special Districts of Monterey County. The purpose of the district is to manage infrastructure within district boundaries for the Town of Spreckels. Oversight of the District is by an elected Board of Directors, of which there are five positions. Directors serve terms of two or four years and are subject to reelection on the even numbered years. Terms are staggered to have two or three board positions up for reelection every two years.
2. District staff consists of a part-time contracted Business Manager/Board Clerk.



## General Management and Facilities Management Services for SVMD and SCSD

- Based upon 55 hours per month for both districts [ established in meetings with Scott Henningsen and Cathy McDougall]
- Combined wage basis:
  - SVMD: 40 hrs. per month at \$36.82 = \$1,472.80 gross wage
  - SCSD: Monthly contract amount = \$ 700.00
  - Total compensation both districts = \$2,172.80
  - Combined wage through SVMD: \$2,172.80 ÷ 55 hrs = \$39.51
- SCSD contract with SVMD would include:
  1. General Management Services: [\$700.00+PR exp] \$1000
  2. Facilities Management Services: ?
  3. Utility Worker labor: [Invoiced monthly \$15.15 + payroll expenses per hour]
  4. Rent for SVMB as SCSD District Office: ?

Total Contract ?

**Note: Facilities Manager's wage will increase to cover added responsibility for SCSD facilities.**

- All staff would be SVMD employees and covered by SVMD workers compensation policy