

**SAN SIMEON COMMUNITY SERVICES DISTRICT**

**BOARD OF DIRECTORS  
SPECIAL BOARD MEETING AGENDA**

**Friday, June 23, 2023**

**6:00 pm**

**1000 MAIN STREET  
CAMBRIA, CA 93428**

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**This meeting shall occur In Person and Via Zoom.**

**Join Zoom for Special Board Session:**

<https://zoom.us/j/96037383861>

**Meeting ID: 960 3738 3861**

**Or One tap mobile:**

**US: +16699006833, 96037383861#**

**Or Telephone:**

**Dial (for higher quality, dial a number based on your current location):**

**US: +1 669 900 6833**

The following commands can be entered via DTMF tones using your **phone's** dial pad while in a **Zoom meeting**: \*6 - Toggle mute/unmute. \*9 - **Raise hand**.

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**Agendas:** Agenda packets and other written documentation are available for public inspection 72 hours prior to the regularly scheduled meeting, and 24 hours prior to special meetings, at the San Simeon CSD office, located at 111 Pico Avenue, San Simeon, during normal business hours. Any agenda-related writings or documents provided to a majority of the Board of Directors after distribution of the agenda packet are available for public inspection at the same time. Agendas are also posted at: [www.sansimeoncsl.org](http://www.sansimeoncsl.org).

**Public Comment:** The Board of Directors welcomes and encourages participation in Board meetings. Public comment will be allowed for each individual agenda item. Members of the public wishing to speak may do so when recognized by the Chairperson. **Public Comment is limited to three (3) minutes** or less per person for each agenda item, with additional time at the discretion of the Chair. Public comments should be directed to the Board as a whole and not directed to individual Board members or District staff.

## Notice regarding Americans with Disabilities Act:



In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting or if you need the agenda or the documents in the agenda packet provided in an alternative format, please contact District staff at (805) 927-4778 at least 48 hours prior to the meeting to ensure that reasonable arrangements can be made (28CFR 35.102-35.104 ADA TITLE II).

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### 1. CALL TO ORDER

### 2. ROLL CALL (remote appearance by Director Jacqueline Diamond for emergency circumstances pursuant to AB 2449)

### 3. PLEDGE OF ALLEGIANCE

### 4. PUBLIC COMMENT FOR ITEMS NOT ON THE AGENDA:

Any member of the public may address the Board relating to any matter pertaining to District business and within the Board's authority to take action, provided the matter is not on the Board's agenda. **Comments are limited to three (3) minutes** or less with additional time at the discretion of the Chairperson. The public wishing to address the Board on items that do not appear on the agenda may do so; however, the Board will take no action other than referring the item to staff for study and analysis and may place the item on a future agenda.

### 5. CLOSED SESSION:

Public comments on the closed session agenda are limited to three (3) minutes per person per item. The Board will adjourn to Closed Session to address the following item(s):

- A. Public Employee Appointment (Gov. Code, § 54957)  
Title: Acting General Manager

### 6. RECONVENE AND REPORT OUT OF CLOSED SESSION

### 7. BUSINESS ACTION ITEMS:

Public comments at the conclusion of each business action item are limited to three (3) minutes per person per item.

- A. DISCUSSION, REVIEW AND APPROVAL OF A PROFESSIONAL SERVICES AGREEMENT FOR TRANSITIONAL CONSULTING SERVICES FOR ACTING GENERAL MANAGER DUTIES.

### 8. ADJOURNMENT TO THE NEXT REGULAR MEETING OF JULY, 6, 2023



## **BUSINESS ACTION ITEM STAFF REPORT**

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### **ITEM 7A. DISCUSSION, REVIEW AND APPROVAL OF A PROFESSIONAL SERVICES AGREEMENT FOR TRANSITIONAL CONSULTING SERVICES FOR ACTING GENERAL MANAGER DUTIES.**

#### Summary:

The San Simeon Community Services District (“SSCSD”) currently contracts with Grace Environmental Services (“GES”) for general management services and the operation of District facilities. The current agreement is set to expire on January 31, 2024.

On June 13, 2023, the SSCSD Board of Directors (the “Board”) took action to relieve Mr. Grace of all General Manager duties under the agreement with GES. However, GES staff will continue providing other operational services. The Board further determined that the GES agreement may remain in place until the conclusion of SSCSD’s search for a permanent General Manager and for water operations through the RFP/RFQ process that is currently taking place. The Board also reported possibly securing an acting General Manager.

Following direction from the Board, District Counsel has requested informal proposals of Patrick Faverty and Regional Government Services to provide transitional services to SSCSD while the search for a long-term General Manager is underway.

#### Patrick Faverty, Ed.D.

The first candidate, Patrick Faverty, has an extensive background with public agencies such as K-12 public school districts, and with a private university. Dr. Faverty holds a doctoral degree in Organizational Leadership from the University of La Verne and over 25 years’ experience overseeing administrative units of Budget, Finance, Food Service, Housing, Facilities, Human Resources, Technology and administrative departments and offices included in K-12 school districts and universities, including Cal Poly San Luis Obispo and the University of the Pacific. Dr. Faverty has taught doctoral level courses on organizational management.

Dr. Faverty lives in San Simeon and will not require travel or accommodations to assist with the transition. His services can be charged hourly or pursuant to a monthly schedule.

The hourly rate is charges \$250. The monthly schedule, which allows for a predetermined set of days and hours each week, offers a range of between \$5,600 - \$12,600 a month, depending upon the number of days worked each week, and the number of hours worked each day, with a \$175 hourly rate. A copy of Dr. Faverty's curriculum vitae and requested compensation schedule are attached as **Exhibit 1**.

### RGS

Regional Government Services, Inc. ("RGS") is a joint powers authority ("JPA") that assists government agencies with administrative services such as accounting, organizational development and personnel matters. RGS serves nearly 100 agencies across the State of California. RGS has offered two individuals for the District's consideration, Lisa Malek-Zadeh and Steve McGrath, who are as a team to provide the necessary General Manager services.

Lisa Malek-Zadeh has 22 years' experience in special district and city government, serving in management and executive positions. She has experience with government, budget, finance, information technology, capital improvements, asset management, labor negotiations, personnel, and organizational transformation, among other areas. She most recently worked with a wastewater agency serving a population of over 100,000 in the Bay Area.

Steve McGrath has 24 years' experience in the public sector, with the last 18 years working with special districts, including the Port San Luis Harbor District and the San Mateo County Harbor District, and he has extensive experience working with local, state, and federal agencies, including the California Coastal Commission and the U.S. Army Corps of Engineers.

RGS's proposal estimates a total cost of \$45,000 for all fees and costs through August 31, 2023, with the understanding that this amount may change as the project continues. The hourly rate for these two project leads, Ms. Malek-Zadeh and Mr. McGrath, is \$200 per hour, with mileage and travel expenses billed at the federally approved rates without markup. A copy of RGS's proposal, which includes Lisa Malek-Zadeh and Steve McGrath's curriculum vitae and requested compensation schedule, is attached as **Exhibit 2**.

### Transition Consulting Services Agreement

District Counsel has prepared a Transition Consulting Services Agreement for Acting Manager Duties (the "Agreement"), for the Board's review. This Agreement describes the precise scope of duties to be performed during the transition period and provides a term of two (2) months. A copy of this proposed Agreement is attached as **Exhibit 3**.

Recommendation:

It is recommended the Board consider the proposals from Mr. Faverty and RGS for services and either (1) select one of the candidates and approve a Transition Consulting Services Agreement for Acting Manager Duties with terms; or (2) provide direction on further steps.

Board Actions:

1. The Board may approve the Agreement with approved terms and conditions.
2. The Board may continue consideration of the Agreement and request additional information be brought before the Board at a future meeting.
3. The Board may reject the Agreement and take no further action.

Attachments:

1. Patrick Faverty CV and rate schedule.
2. RGS proposal for acting General Manager duties.
3. Transition Consulting Agreement for Acting Manager Duties.

**Patrick Faverty, Ed.D.**  
[REDACTED]  
San Simeon, Ca. 93452  
*Apple Distinguished Educator*  
[ptrkfav@mac.com](mailto:ptrkfav@mac.com)  
[REDACTED]

## Education

|          |  |
|----------|--|
| Ed.D.    | University of La Verne<br>Organizational Leadership  |
| M.A. Ed. | University of California, Santa Barbara<br>Counseling Psychology   |
| B.A.     | Utah State University<br>Major: English/Communication/Secondary Education<br>Minors: Public Speaking and Spanish |

## Professional Educational Leadership Experience

**Evaluator, M.A. Education Courses** Teachers College                      2022 – present  
Western Governors University

**Executive Director / Owner** Lowell Leadership Group                      2000 – present  
**Consultant**

- Leadership development/consultant/trainer in education and business.
- Provided medical office restructuring. Cedars-Sinai Medical Group.
- Primary developer/consultant/trainer for a high school project-based technology academy
- Organizational Development Facilitator for the unification of two Ca., K-6 and 7-12 school districts.
- Primary designer in the development of a district hybrid professional development program for teachers.
- Presented Leadership Workshops, The Columbus School (K12 Private); Medellín, Colombia
- District Assistance Intervention Team Lead. CA Dept. of Education

**Sacramento Campus Director** University of the Pacific                      2016 – 2020  
(Primary Administrator)

Responsible for campus-wide administrative operations on the Sacramento Campus of the University of the Pacific in order to develop a graduate campus in Sacramento. The campus includes approximately 1200 students, 220 employees for three schools, and nine programs. Position managed administrative units of Business, Budget, Food Service, Housing (160 units), and Facilities, as well as oversight of Human Resources, Physical Plant, Pacific Technology, Registrar's Office, Financial Aid, and Student Life. The responsibility of the position was to provide the organizational change required to create a positive University culture, climate, and identity as the campus grew and to ensure a cohesive set of services to all Pacific programs, students, and faculty.

**Director** University of California, Santa Barbara 2006 – 2015  
Cal Poly, San Luis Obispo

**Joint Doctoral Program in Organizational Leadership**

- Recruited students across five counties (Kern, Los Angeles, Ventura, Santa Barbara, San Luis Obispo).
- Taught doctoral level courses, advised students.
- Coordinated program symposia, conferences and leadership development workshops.
- Designed & developed a hybrid instruction program – online, video-conference, and face to face.
- Managed all program curriculum and faculty development.  
(University budget cuts ended program in 2014-15)

**Faculty Lecturer** Gevirtz Graduate School of Education, UCSB. 2006 – 2015  
Taught B.A., M.A. and doctoral (PhD/EdD) courses in organizational psychology, organizational change/development, classroom instructional technology integration, human resources, fiscal policy, statistics, and research methods.

**Superintendent** Rio School District 2002 - 2006  
K-8, 5800 ADA Oxnard, CA

Served as the CEO for the district, budget of \$33M, 410 certificated and classified employees.

**National Senior Director** The Galef Institute 2000 - 2002  
**Professional Development** (member New American Schools)

**& School Services** Comprehensive School Reform (Arts Infused Curriculum)  
Worked in large urban middle schools - New York (Harlem/Queens/Brooklyn), Houston, Louisville, and Los Angeles. The Galef Institute, funded by Andy and Bronya Galef, was the home for *Different Ways of Knowing*, the \$10M Comprehensive School Reform Demonstration program, with funding from the U.S. Department of Education (<http://www2.ed.gov/programs/capacitybuilding/awards.html>). As National Senior Director, I was responsible for key program components in the development of tools and professional development training and technological applications for coaches, teachers and principals.

**Superintendent/  
Principal** Cold Spring School District 1999 - 2000  
Santa Barbara, CA

Served as CEO of a one school, K-6 district, \$2.2M budget, 300 students, 25 employees

**Principal** Napa Valley Unified School District 1997 - 1999  
American Canyon Middle School, 6-8, 500 students

Hired as principal to assist in the design and development of a new middle school utilizing technology for project-based learning. Instruction at the school emphasized project-based learning, with students tackling complex, interdisciplinary problems while working in small groups. Instructors designed the projects around content standards and core learning outcomes, including collaboration, critical thinking, oral and written communication, use of technology and citizenship.

## Significant Administrative Experience

### **Business & Budget, Facilities, Construction & School Services:**

- Supervise and manage budgets for individual Sacramento Campus administrative operations in business, payroll, building and grounds, human resources, food service, housing, bookstore, and auxiliary services.
- Developed and successfully managed K-12 district budget of \$30M as superintendent
- Consultant in the unification of two school districts in Woodland, CA; combining operations, budgets, facilities.
- Participated in writing ed. specs, design, construction, and opening of two new elementary schools, two new middle schools, and the renovation/modernization project for four elementary schools.
- Wrote multiple grant applications; accepted and managed funds in consulting business.

### **Technology:**

- Awarded the title Apple Distinguished Educator (ADE) in 2005 by Apple, Inc.
- Designed and developed a hybrid learning system for UC Santa Barbara with face to face, online, and video-conference components
- Member of both campus-wide and UCSB graduate school of education technology committees.
- Developed and directed implementation of a district technology plan that included point to point T-1 infra-structure, secure site servers with streaming video content, home directories, web pages, and email for all district staff (two districts as Supt.)
- Designed and implemented mobile, wireless, laptop computer carts for 65 classrooms, seven schools
- Coordinated the development of a District Multi-Media Academy Program for two districts.

### **Personnel, Human Resources:**

- Developed initial district Certificated & Classified contracts, supervised negotiations, develop district/association Trust Agreements (2 districts).
- Practice as an independent facilitator/consultant in leadership, organizational development and personnel problem-solving for private industry and municipal government.
- Developed materials and recruited students for doctoral program in leadership

### **Professional Development:**

- Private practice as an independent consultant in organizational psychology, organizational culture/climate, instructional technology, team building
- Primary developer/consultant/trainer in forming a high school project-based Technology Academy
- Serve in Ca. Department of Education as approved DAIT provider/Lead for low performing schools in Program Improvement
- Assisted in the design and supervision of professional development for a national faculty of coaches and faculties in large urban middle schools (NY, TX, KY, CA) for Comprehensive School Reform
- Designed and implemented a monthly, district-wide, professional development program.



**Curriculum Development:**

- Member, California Department of Education, Commission on Teacher Credentialing, Committee for Recertification of the Administrative Credential
- Provided direction, guidance and support with faculty in the development of the organizational leadership and change curriculum for the joint doctoral program of UCSB and Cal Poly.
- Assisted in the design and implementation of a national Comprehensive School Reform Design (CSR Design Curriculum, *Different Ways of Knowing*, as a part of the New American Schools model coalition.
- Developed process and facilitated collaborative planning and development of K-12 Core Curriculum among teachers, administrators, Board members for a K12 district.
- Designed and wrote a K-8 charter school application focusing on the arts and technology.

**Significant Presentations/Workshops – 2015 to present**

- Board Consultant: provided guidance and support of the unification of two local districts, “Combining Goals, Strategic Plans, and Operational Functions.” 2014-2015
- Presentation: “Culture and Climate Issues for Leaders”; International Conference of Educational Media, Medellín, Colombia, October 2015
- Presented “The Psychology of Leadership Workshop, “The Columbus School (K12 Private); Medellín, Colombia; January 2016.
- Presentation: “We Are Emotional Beings In A Social Setting: How Symbols Effect Organizational Culture and Climate.” International Leadership Association. Accepted for conference 2020. Conference was cancelled due to COVID.

San Simeon Community Services District

HERE IS MY FORMAL PROPOSAL FOR TRANSITIONAL CONSULTANT SERVICES.

If You prefer to pay by the hour, I charge \$250.00.

For monthly rates:

| HOURS | DAYS/WEEK | WEEKS | RATE     | TOTAL      |
|-------|-----------|-------|----------|------------|
| 4     | 2         | 4     | \$175.00 | \$5,600.00 |
| 5     | 2         | 4     | \$175.00 | \$7,000.00 |
| 6     | 2         | 4     | \$175.00 | \$8,400.00 |

| HOURS | DAYS/WEEK | WEEKS | \$175.00 | TOTAL       |
|-------|-----------|-------|----------|-------------|
| 4     | 3         | 4     | \$175.00 | \$8,400.00  |
| 5     | 3         | 4     | \$175.00 | \$10,500.00 |
| 6     | 3         | 4     | \$175.00 | \$12,600.00 |



# PROPOSAL

## SAN SIMEON COMMUNITY SERVICES DISTRICT

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Interim General Manager Services

June 2023





REGIONAL  
GOVERNMENT  
SERVICES

SERVING PUBLIC AGENCIES SINCE 2002

June 22, 2023

*Delivered via email to Nubia I. Goldstein, Partner - nubia@whitebrennerllp.com*

Board of Directors  
San Simeon Community Services District  
111 Pico Avenue  
San Simeon, CA 93452

**RE: San Simeon Community Services District - Interim General Manager services**

Thank you for giving Regional Government Services (RGS) the opportunity to provide the San Simeon Community Services District (District) with a proposal for Interim General Manager services. We are confident both RGS and proposed project team are uniquely qualified to provide these services. Our proposal illustrates the longstanding work of our organization providing similar services to local agencies throughout California; and the creative, dynamic work previously produced by our proposed project team. RGS is uniquely able to provide the immediate services which the District requires.

Communication, transparency, and integrity are fundamental to RGS' success. We pledge to work closely with the District to cost effectively meet immediate priorities while also building the firmest of foundations for the District to succeed in the future.

In the interest of full transparency, we also want to note that a) RGS presently has an agreement with the District to provide financial services; and b) that it is our intention to also respond to the RFQ for a contract General Manager, which is due on July 15.

If you have any questions regarding this proposal, please feel free to contact me directly at (650) 587-7302 or via e-mail at: [glazof@rgs.ca.gov](mailto:glazof@rgs.ca.gov)

Sincerely,

A handwritten signature in cursive script that reads 'Glenn Lazof'.

Glenn Lazof  
**Director of Finance Services**  
**REGIONAL GOVERNMENT SERVICES**

# INTERIM GM SERVICES PROPOSAL

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# INTERIM GM SERVICES PROPOSAL

## CLIENT STATEMENT OF IDENTIFIED CONSULTING NEEDS

The San Simeon Community Services District (District) is currently without a General Manager and is seeking a firm/individual to serve as General Manager on an interim basis, to provide administrative services, manage the District's facilities and finances, and ensure appropriate performance and service delivery by other District contractors and professional services providers. The interim assignment is expected to terminate prior to August 31, 2023, as the District is receiving proposals for a contract General Manager, no later than July 15, 2023.

Specifically, the District is seeking assistance with the following tasks as an urgent matter:

- a) **Oversee day-to-day management of the District.** Implement the policies established by the Board of Directors for the operation of the District, supervise facilities, services, and District finances. Provide related office management services as required.
- b) **Manage vendors providing contract services.** The General Manager will procure and manage the day-to-day contractual services for the District's potable water, wastewater, and recycled water systems; street and road maintenance, right-of-way, and incidental work; street lighting; weed and rubbish abatement; and trash services (currently pending).
- c) **Attend and participate in District meetings.** Attend and participate in District meetings, including Board, budget, and water committee meetings.
- d) **Liaison with community and partner agencies.** Serve as a liaison with San Luis Obispo County, the California Coastal Commission, state parks, and nearby communities.
- e) **Onsite Management/Emergency response.** The District would like the General Manager to be onsite at least once a week and to oversee after-hour emergency calls for service and weekend/holiday coverage as needed.

## PROJECT APPROACH

The RGS approach and strategy will be directed toward ensuring that the District maintains competent and successful daily operational and administrative workflows as well as identifying opportunities for improvement in all areas of District organizational activity. Our success with supporting numerous agencies through similar leadership transitions gives us a high level of confidence that although this is an interim assignment, we will leave behind a roadmap for improved organizational improvement.

RGS offers two outstanding public agency executives to deliver this service. Lisa Malek-Zadeh, Senior Advisor, will serve as the key industry expert on this project. Lisa is a seasoned special district General Manager with specific experience managing wastewater and related public works operations, in addition to a background in public agency finance. Lisa will take the lead on tasks

a) and b) outlined above; and perform her role in tasks c) and d) remotely attending Board, committee, or other meetings via Zoom (or District's preferred video conference method).

In coordination with Lisa Malek-Zadeh, Senior Advisor Steve McGrath will coordinate any needed in-person activities, and be available for emergency duties outlined in task e). Steve is a highly experienced public sector executive, located approximately 1 hour from San Simeon and can be onsite as needed during this engagement. This will reduce the cost of travel for the District. The cost of travel can be further reduced if the District is willing to consider alternatives to the weekly onsite requirement. RGS has substantial experience with remote executive services and may present opportunities for these savings as the engagement progresses.

## **COMPANY BACKGROUND**

Regional Government Services (RGS) is a Joint Powers Authority (JPA) established in 2002 to serve the needs of public agencies - cities, counties, special districts, and other governmental entities, primarily in California. RGS is a public agency that has provided other public agencies with various administrative services from HR and Finance to Organizational Development and Communications. RGS currently serves nearly one hundred public agencies.

Our Executive Director and Chief Financial Officer, Sophia Selivanoff, oversees the day-to-day operations through a staff of professionals and has worked with RGS since 2009. Before being appointed Executive Director, Sophia served as Deputy Executive Director, directing and managing all RGS services provided to partner agencies, developing new business and partner relationships, and supervising all client services team members throughout RGS.

## **PROFESSIONAL QUALIFICATIONS**

RGS works collaboratively with public agencies, providing a ready source of competent and effective employer of record, administration, and consulting services to meet the needs of partner agencies. In addition to core administrative services, including management, finance, and human resource services, RGS offers expert advice in various areas such as strategic planning, project management, public works, planning, communications, and outreach.

Public agencies can trust RGS to support their core mission and successful delivery of local services by thoughtful delivery of services such as:

- Comprehensive Agency Staff Support.
- Transition Management Consultation and Services.
- Finance, Treasury, Accounting, and Payroll Consultation and Services.
- Human Resource Management Consultation and Services.

# INTERIM GM SERVICES PROPOSAL

- Implementation and Workflow Integration of Information Technology.
- Classification and Compensation.
- Communications and Engagement.
- Disability and Leave Management.
- Economic Development Projects and Programs.
- Emergency Management Planning and Cost Recovery.
- Land Use Planning Projects and Programs.
- Multi-Stakeholder Negotiations.
- NEOGOV Support Services.
- Organizational Development.
- Risk Pools and Other Shared Resource Programs.
- Project Management Consultation and Services.
- Recruitment and Selection Services – All Agency Staff Levels.
- Training and Development Courses and Consultation.

Drawing on extensive management and executive experience in California public agencies, RGS has provided services to approximately 400 agencies throughout the state, from small municipalities, special districts, and joint-powers authorities to larger counties and regional and metropolitan planning organizations.

RGS prides itself on delivering accurate, professional products and services within reasonable timelines; we meet deadlines and provide clear, honest, and effective communications, which help promote good relations with stakeholders at all phases of a client's project.

RGS is a streamlined organization of consultants who work virtually or within our partner agency offices on an as-needed basis. We have no physical corporate office, which reduces our overhead costs and allows us to offer competitive prices to our partner agencies and clients. RGS employs consultants who provide services to partner agencies.

## **KEY TEAM MEMBERS**

RGS is a virtual government agency that has developed a unique network of geographically distributed Advisors who can work through various remote access technologies or onsite at partner agency offices to deliver services to partner agencies. This flexible service delivery system reduces overhead and expands our ability to provide high-quality services throughout the state.

The team we have assembled to assist the District has outstanding relevant experiences, talents, and accomplishments in a range of public-sector operations. The primary project staff resourced for this team are available and prepared to begin immediately, will be available to the extent



# INTERIM GM SERVICES PROPOSAL

proposed for the duration of the contract, and have extensive experience with best practices and standards for public agencies.

The primary project team assigned to the District to deliver services will consist of the following:

## **LISA MALEK-ZADEH, SENIOR ADVISOR**

Lisa Malek-Zadeh brings twenty-two years of experience in special district and city government, serving in management and executive positions. Lisa is experienced in governance, budget, finance, information technology, capital improvements, asset management, labor and vendor negotiations, personnel, and organizational transformation. Before joining RGS in 2023, Lisa was General Manager for a wastewater agency serving a population of 100,000 in the San Francisco Bay Area. She is known for her ability to transform organizations with a high level of integrity and know-how. During Lisa's tenure as General Manager, the agency initiated several high-profile capital projects that gained the attention of state officials and industry partners. Her strong leadership in organizational development transformed the organizational culture from an old-style wastewater utility into a modern public service oriented environmental leader.

## **STEVE MCGRATH, SENIOR ADVISOR**

Steve McGrath has twenty-four years of experience working in the public sector, with the last eighteen years of that in special districts. As a certified Special Districts Administrator, Steve led the Port San Luis Harbor District for eight years, the San Mateo County Harbor District for three years and then served in interim roles as Administrator of the Cambria Community Health Care District and Executive Director of the Richardson Bay Regional Authority (RBRA). Steve has extensive experience working with local, state and federal agencies, including the California Coastal Commission and the U.S. Army Corps of Engineers.

At Port San Luis, Steve led the entitlements process through San Luis Obispo County Government and the California Coastal Commission for a long-planned campground, and while at San Mateo, he discharged lingering debt with State Parks (Division of Boating and Waterways) and worked successfully with the Civil Grand Jury, LAFCO and the County Board of Supervisors to turn around perceptions and abate calls for dissolution of the District. At RBRA, as an assignment for RGS, Steve developed the agency's first formalized organizational structure; developed a comprehensive budget; received \$5.8M in grants for both environmental preservation and housing and worked closely with the Bay Conservation and Development Commission on implementation of a settlement agreement as a result of an enforcement action.

Summary resumes for the identified key RGS project team may be found in the **Appendix** of this submittal. In addition, RGS will add other qualified Advisors to the team at the Lead Advisor's discretion should project requirements and priorities require.

# INTERIM GM SERVICES PROPOSAL

## REFERENCES

RGS provides complete Executive and Administrative functions for the following public agencies. Reference contact information is provided for your convenience.

### **RICHARDSON BAY REGIONAL AGENCY**

Dan Eilerman, Assistant County Administrative Officer

Email: [deilerman@marincounty.org](mailto:deilerman@marincounty.org)

Ph:(415) 473-7364

- RBRA has contracted with RGS since 2021.

### **SALINAS VALLEY BASIN GROUNDWATER SUSTAINABILITY AGENCY (SVBGSA) John**

Bramers, Chair of the Board

PO Box 1350

Carmel Valley, CA 93924

Ph: (831) 471-7519 (Clerk of the Board main)

Email: [board@svbgsa.org](mailto:board@svbgsa.org)

- SVBGSA has contracted with RGS since 2017.

### **INDIAN WELLS VALLEY GROUNDWATER AUTHORITY (IWVGA)**

Phillip Peters (Kern County Board of Supervisors), Chair of the Board

1115 Truxtun Avenue, 5th Floor

Bakersfield, CA 93301

Ph: (661) 868-3650

Email: [district1@kerncounty.com](mailto:district1@kerncounty.com)

- IWVGA has contracted with RGS since 2021.

### **CALSAWS – A STATEWIDE AUTOMATED WELFARE SYSTEM**

John Boule, Executive Director

11290 Pyrites Way, Suite 150

Rancho Cordova, CA 95670

Ph: (916) 622-2265

Email: [bouleJ@CalSAWS.org](mailto:bouleJ@CalSAWS.org)

- CalSAWS has contracted with RGS since 2009.

## **MARIN EMERGENCY RADIO AUTHORITY (MERA)**

Chief Rich Pearce (Tiburon Fire Department), President of the Board

C/O Town of Corte Madera

300 Tamalpais Drive

Corte Madera, CA 94925

Ph: (415) 435-7200 (City of Tiburon)

Email: [rpearce@tiburonfire.org](mailto:rpearce@tiburonfire.org)

- MERA has contracted with RGS since 2009.

## **SILICON VALLEY REGIONAL INTEROPERABILITY AUTHORITY (SVRIA)**

Mike Wasserman, Chair of the Board

Santa Clara, CA 95050

Ph: (408) 615-5571 (SVRIA main)

Ph: (408) 299-5010 (Santa Clara BOS)

Email: [district1@bos.sccgov.org](mailto:district1@bos.sccgov.org)

- SVRIA has contracted with RGS since 2020.

In addition, RGS currently provides consulting project services to many public agencies. Additional client agency references are available upon request.

# INTERIM GM SERVICES PROPOSAL

## FEE SCHEDULE

RGS bills hourly and may delegate work to RGS advisors based on skill and cost efficiency, utilizing those with lower bill rates when appropriate. The hourly rate for work will be billed at the following hourly rates based on the Advisor(s) assigned to the project.

We anticipate the work will require 20-25 hours per week. Our intention is that this interim engagement will not extend beyond August 31, 2023. Therefore, the cost is estimated to be approximately \$45,000. However, the actual amount will be determined by the ongoing assessment, ongoing communication with the District Board, and District Priorities, as well as the timing of the current RFQ for a contract GM.

| Title                          | Hourly Rate    |
|--------------------------------|----------------|
| Chief Operating Officer        | \$140 to \$230 |
| Deputy Chief Operating Officer | \$135 to \$205 |
| Senior/Lead Advisor            | \$130 to \$200 |
| Advisor                        | \$120 to \$170 |
| Project Advisor                | \$110 to \$130 |
| Project Coordinator            | \$90 to \$125  |
| Technical Specialist           | \$80 to \$120  |

**The hourly rate for the two project leads will be \$200 hourly. Mileage and Travel expenses are billed at the Federally approved rates without mark up.**

## **APPENDIX A - RESUMES**



# Lisa Malek-Zadeh

## Senior Advisor – Finance Services

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Ms. Malek-Zadeh joined Regional Government Services (RGS) in the Finance Services Group as a Senior Advisor in 2023. Having over twenty-two years of professional experience in local government management, Ms. Malek-Zadeh has broad ranging expertise in organizational structure, and in both operational and cultural change management.

Ms. Malek-Zadeh has an MBA and a bachelor's degree in Women's Studies.

### **PROFESSIONAL EXPERIENCE**

#### **REGIONAL GOVERNMENT SERVICES**

##### **Senior Advisor – Finance Services**

Ms. Malek-Zadeh currently serves our partner agencies by providing assessment of administration and operations, executive support for cultural analysis, transitions, and reshaping of agencies, financial management and strategies.

#### **WEST COUNTY WASTEWATER DISTRICT**

##### **General Manager/Chief Executive Officer**

Ms. Malek-Zadeh was responsible for the day-to-day management, direction, and coordination of all business and operations of the special district. She worked with the Board and staff to create a five-year strategic plan, mission, vision, strategic goals, and core values that more accurately reflected the organization's future.

Ms. Malek-Zadeh designed and implemented the transformation and modernization of the workplace culture including updated human resources processes and recruitment and development of a five-person executive team. In addition, she formalized a Diversity, Equity, and Belonging program.

She also updated the five-year capital plan, worked with the Board to construct an energy sustainability project to reduce greenhouse gases by 93%, save over \$80 million in operating costs, and advance the capital plan by two years. She implemented a \$90 million bond issuance for this project.

## **WEST COUNTY WASTEWATER DISTRICT**

### **Interim General Manager/ Chief Executive Officer**

After the third General Manager left within a year, Ms. Malek-Zadeh recruited a transitional management team that role-modeled and ensured adherence to the updated vision, mission, and core values. She addressed long-standing personnel performance issues by implementing a culture of accountability and equity. She established a Leadership Academy for District managers, supervisors, leads, and senior staff members.

In addition, she tackled deferred infrastructure maintenance, and implemented technology, processes, practices, and other systems to conform with best practices. She created a capital projects division to manage project execution and delivery of a \$300+ million master capital plan.

### **Director of Administrative Services**

Ms. Malek-Zadeh served as the Chief Financial Officer, managed the Information Technology program, provided direction to the District Clerk staff, had oversight of the human resources function, and managed the procurement and customer service functions of the District.

## **CITY OF EL CERRITO**

### **Finance Director/City Treasurer**

Ms. Malek-Zadeh served as the Chief Financial Officer for the City and Municipal Services Corporation. She led a team of six and oversaw general accounting, cash, debt management, budget development and oversight, accounts payable and receivable, purchasing, payroll, business license administration, and financial reporting.

## **CITY OF BERKELEY**

### **Administrative and Fiscal Services Manager, Public Works Department**

#### **Administrative Services Director**

Ms. Malek-Zadeh led a staff of eleven responsible for the financial and administrative operations of a \$125 million department, advised the Public Works Director and City Manager on strategic initiatives.

### **Management Analyst, City Manager's Office, Office of Budget and Fiscal Policy**

Ms. Malek – Zadeh provided program support, special projects, budget development, financial forecasts for Public Works, Parks, Recreation and Waterfront, Finance, the City Auditor, and the Police Review Commission. She developed, produced, and finalized the City's biennial budget in coordination with a team. She also created ad hoc reports to assist the City Manager, Budget Manager, and Department Directors.



# Stephen A. McGrath

## Senior Advisor

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Stephen McGrath joined Regional Government Services (RGS) as a Senior Advisor in 2021. With over thirty years of experience as a government and non-profit executive, he provides professional management and administrative services for RGS partner agencies.

Mr. McGrath was awarded the Special District Administrator Certification from the California Special Districts Association. He is the Past President of the California Association of Harbor Masters and Port Captains.

### **PROFESSIONAL EXPERIENCE**

#### **REGIONAL GOVERNMENT SERVICES**

##### **Senior Advisor**

Mr. McGrath serves in executive leadership roles in RGS partner agencies. Reporting to governing boards, he takes action to implement policies of the Board, and monitors organizational activities and funding sources. In addition, as appropriate, Mr. McGrath leads executive search efforts with the support of the RGS Recruitment Team.

#### **McGRATH ASSOCIATES**

##### **Consultant**

Mr. McGrath provides consulting services to the public and private sectors in coastal planning, grant writing, contract compliance, and government liaison, land use and entitlements.

#### **CAMBRIA COMMUNITY HEALTHCARE DISTRICT**

##### **Interim Administrator**

Mr. McGrath was responsible for budget development and administration of core functions of an emergency medical services agency including capital projects and procurement, facilities and fleet maintenance, finance and accounting. He also commenced contract negotiations with the bargaining unit.

#### **SAN MATEO COUNTY HARBOR DISTRICT**

##### **General Manager**

Mr. McGrath was responsible for all operational and administrative functions within Pillar Point Harbor and Oyster Point Marina. He managed real property leases, commercial activity and special event permits. In addition, he was responsible for search and rescue, ordinance enforcement, and related activities.



## **PORT SAN LUIS HARBOR DISTRICT**

### **Harbor Manager**

Mr. McGrath was responsible for all operational and administrative functions for the District. He managed mooring, real property leases, commercial activity, and special event permits. He was also responsible for search and rescue and ordinance and law enforcement.

### **Facilities Manager**

As the Facilities Manager of the Port San Luis Harbor District, Mr. McGrath was responsible for facilities management and maintenance including all moorings, water system, sewer system, roads, parking lots, piers, historic lighthouse as well as managing vendor and contractor relations, public bidding, contract award and management, and regulatory and environmental compliance and permits.

## **ECONOMIC OPPORTUNITY COMMISSION OF SAN LUIS OBISPO COUNTY**

### **Facilities Development Director**

Mr. McGrath was responsible for operations and maintenance of childcare and homeless services, health facilities, as well as development of new facilities including site acquisition and development and grant management in nine counties.

## **RALCCO ENTERPRISES**

### **Government Relations Manager**

Mr. McGrath managed government relations for a solid waste and recycling company and was responsible for drafting proposals and overseeing contract compliance.

## **MCGRATH ASSOCIATES**

### **Owner**

Mr. McGrath worked with local government and the private sector in the research of green building practices with a special emphasis on the development of standards and practices for the recycling of construction materials and demolition waste.

## **MCGRATH CONSTRUCTION**

### **Owner, General Contractor**

As a general contractor, Mr. McGrath specialized in light commercial and custom residential construction. His projects were varied and included seismic retrofitting, the renovation of the historic Frank Lloyd Wright 'Kundert' building, and the first commercial straw bale building in the county.

**AGREEMENT FOR TRANSITIONAL CONSULTING SERVICES  
FOR ACTING GENERAL MANAGER DUTIES**

This **AGREEMENT FOR TRANSITIONAL CONSULTING SERVICES FOR ACTING GENERAL MANAGER DUTIES** ("Agreement") is made and effective as of \_\_\_\_\_, (the "Effective Date"), between \_\_\_\_\_ a California \_\_\_\_\_ ("Consultant"), and the **SAN SIMEON COMMUNITY SERVICES DISTRICT**, a political subdivision of the State of California ("District"). Consultant and District may be referred to in this Agreement individually as "Party" or collectively as "Parties". There are no other Parties to this Agreement. In consideration of the mutual covenants and conditions set forth herein, the Parties agree as follows:

**1. TERM**

This Agreement shall commence on the Effective Date and shall be for two (2) months (the "Term") and may only be extended by written agreement signed by the Parties.

**2. SERVICES**

Consultant shall, with the goal of ensuring the most efficient transition possible for a new General Manager, perform the following services during the Term:

- (a) Prepare a full inventory of District assets, liabilities, and resources.
- (b) Maintaining District files, Board Ordinances, Resolutions, and Minutes.
- (c) District customer billing and collection.
- (d) Preparation and mailing of customers' water bills.
- (e) Depositing collected funds.
- (f) Maintaining records of deposits for auditing.
- (g) Respond to customer inquiries.
- (h) Coordinate with the District's accountant.
- (i) Process accounts receivable, accounts payable, and aged receivables.
- (j) Attend Board of Director meetings.
- (k) Prepare and post Board packets and prepare minutes of meetings.
- (l) Respond to public records requests.
- (m) Participate in annual budget preparation with District's Budget Sub-Committee.
- (n) Prepare and distribute quarterly newsletter.
- (o) Staff and operate the District office. Schedule regular hours, answer telephones, respond to mail.
- (p) Oversee maintenance of District's permits and licenses as required by regulatory agencies.
- (q) Perform other duties as directed by the District, through the Board of Directors.

**3. PERFORMANCE**

Consultant shall at all times faithfully, competently, and to the best of its ability, experience, and talent, perform all tasks described herein. Consultant shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing similar services as are required of Consultant hereunder in meeting its obligations under this Agreement.

**4. AGREEMENT ADMINISTRATION**

The District's Board of Directors shall represent District in all matters pertaining to the administration of this Agreement, with the designation of the Board Chair or Vice Chair as the primary point of contact. [REDACTED] shall represent Consultant in all matters pertaining to the administration of this Agreement.

**5. PAYMENT**

The District agrees to pay Consultant \$ [REDACTED] for the full Term. Should the Parties agree to extend the Term, a new amount may be considered or negotiated for the extended Term.

**6. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE**

(a) The District may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon the Consultant at least ten (10) days' prior written notice. Upon receipt of said notice, the Consultant shall immediately cease all work under this Agreement, unless the notice provides otherwise. If the District suspends or terminates a portion of this Agreement, such suspension or termination shall not make void or invalidate the remainder of this Agreement.

(b) The Consultant may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon the District at least ten (10) days' prior written notice.

(c) In the event this Agreement is terminated pursuant to this Section, the District shall pay to Consultant for the actual work performed up to the time of termination. Upon termination of the Agreement pursuant to this Section, the Consultant will submit a final invoice, pursuant to Section 5 of this Agreement, and all relevant work product, historical work product in electronic and hard copy formats as deemed necessary by the SSCSD, up to the date of termination to the District.

**7. TERMINATION ON OCCURRENCE OF STATED EVENTS**

This Agreement shall terminate automatically on the occurrence of any of the following events:

- (a) Bankruptcy or insolvency of any Party;
- (b) Sale of Consultant's business;
- (c) Assignment of this Agreement by Consultant without the consent of District; or
- (d) Completion of the services as described in Section 2.

## **8. DEFAULT OF CONSULTANT**

(a) The Consultant's failure to comply with the provisions of this Agreement shall constitute a default. In the event Consultant is in default for cause under the terms of this Agreement, District shall have no obligation or duty to continue compensating Consultant for any work performed after the date of default and can terminate this Agreement immediately by written notice to the Consultant. If such failure by the Consultant to make progress in the performance of work hereunder arises out of causes beyond the Consultant's control, and without fault or negligence of the Consultant, it shall not be considered a default.

(b) If the General Manager or his/her delegate determines that the Consultant is in default in the performance of any of the terms or conditions of this Agreement, he/she may cause to be served upon the Consultant a written notice of termination.

## **9. LAWS TO BE OBSERVED**

Consultant shall:

(a) Procure all permits and licenses, pay all charges and fees, and give all notices which may be necessary and incidental to the due and lawful prosecution of the services to be performed by Consultant under this Agreement if agreed upon in the Project Scope of Services. If the Scope of Services includes Consultant's assistance in applying for governmental or regulatory permits or approvals, Consultant's assistance shall not constitute a representation, warranty, or guarantee that such permits or approvals will be acted upon favorably by any governmental agency;

(b) Keep itself fully informed of all existing and proposed federal, state, and local laws, ordinances, regulations, orders, and decrees which may affect those engaged or employed under this Agreement, any materials used in Consultant's performance under this Agreement, or the conduct of the services under this Agreement;

(c) At all times observe and comply with, and cause all its employees to observe and comply with all said laws, ordinances, regulations, orders, and decrees mentioned above; and

(d) Immediately report to the District's General Manager in writing any discrepancy or inconsistency it discovers in said laws, ordinances, regulations, orders, and decrees mentioned above in relation to any plans, drawings, specifications, or provisions of this Agreement.

(e) The District, and its officers, agents, and employees shall not be liable at law or in equity occasioned by failure of the Consultant to comply with this Section.

(f) The Consultant, and its officers, agents, and employees shall not be liable at law or in equity occasioned by failure of The District to comply with this Section.

## **10. OWNERSHIP OF DOCUMENTS**

(a) Consultant shall maintain complete and accurate records with respect to sales, costs, expenses, receipts, and other such information required by District that relate to the performance of services under this Agreement. Consultant shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Consultant shall provide free access to the representatives of District or its designees at reasonable times to such books and records; shall give District the right to examine and audit said books and records; shall permit District to make transcripts therefrom as necessary; and shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.

(b) Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, electronic files, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared in the course of providing the services to be performed pursuant to this Agreement shall become the property of the District and may be used, reused, or otherwise disposed of by the District without the permission of the Consultant.

## **11. INDEMNIFICATION**

(a) Indemnification for Professional Liability. When the law establishes a professional standard of care for Consultant's Services, to the fullest extent permitted by law, Consultant shall indemnify, protect, defend, and hold harmless District and any and all of its officials, employees, and agents ("Indemnified Parties") from and against any and all losses, liabilities, damages, costs, and expenses, including attorney's fees and costs to the extent same are caused in whole or in part by any negligent or willful act, error or omission of Consultant, its officers, agents, employees, or subcontractors (or any entity or individual that Consultant shall bear the legal liability thereof) in the performance of professional services provided by the attached scope of work under this Agreement.

(b) Indemnification for Other Than Professional Liability. Other than in the performance of professional services and to the full extent permitted by law, Consultant shall indemnify, defend, and hold harmless District, and any and all of its employees, officials, and agents from and against liability that are attributable to, in whole or in part, to the performance of this Agreement by Consultant or by any individual or entity for which Consultant is legally liable, including but not limited to officers, agents, employees, or sub-contractors of Consultant.

(c) General Indemnification Provisions. Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Section from each and every subcontractor on behalf of Consultant in the performance of this Agreement. In the event Consultant fails to obtain such indemnity obligations from others as required here, Consultant agrees to be fully responsible according to the terms of this Section. Failure of District to monitor compliance with these requirements imposes no additional obligations on District and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend District as set forth here is binding on the successors, assigns, or heirs of Consultant and shall survive the termination of this Agreement or this Section.

## **12. INSURANCE**

Consultant shall maintain prior to the beginning of, and for the duration of this Agreement, insurance coverage as specified in Exhibit "A" attached hereto and incorporated herein as though set forth in full. District may waive or modify the insurance requirements by written agreement, upon request of the Consultant.

## **13. INDEPENDENT CONSULTANT**

(a) Consultant is and shall at all times remain as to the District a wholly independent Consultant. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Neither District nor any of its officers, employees, or agents shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents, except as set forth in this Agreement. Consultant shall not at any time or in any manner represent that it or any of its officers, employees, or agents are in any manner officers, employees, or agents of the District. Consultant shall not incur or have the power to incur any debt, obligation, or liability whatsoever against District, or bind District in any manner.

(b) No employee benefits shall be available to Consultant in connection with performance of this Agreement. Except for the fees paid to Consultant as provided in the Agreement, District shall not pay salaries, wages, or other compensation to Consultant for performing services hereunder for District. District shall not be liable for compensation or indemnification to Consultant for injury or sickness arising out of performing services hereunder.

**14. UNDUE INFLUENCE**

Consultant declares and warrants that no undue influence or pressure was or is used against or in concert with any officer or employee of the District in connection with the award, terms, or implementation of this Agreement, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of the District will receive compensation, directly or indirectly, from Consultant, or from any officer, employee, or agent of Consultant, in connection with the award of this Agreement or any work to be conducted as a result of this Agreement. Violation of this Section shall be a material breach of this Agreement entitling the District to any and all remedies at law or in equity.

**15. NO BENEFIT TO ARISE TO LOCAL EMPLOYEES**

No member, officer, or employee of District, or their designees or agents, and no public official who exercises authority over, or has responsibilities with respect to the project during his/her tenure or for one (1) year thereafter, shall have any interest, direct or indirect, in any agreement or sub-agreement, or the proceeds thereof, for work to be performed in connection with the project performed under this Agreement.

**16. RELEASE OF INFORMATION/CONFLICTS OF INTEREST**

(a) All information gained by Consultant in performance of this Agreement shall be considered confidential and shall not be released by Consultant without District's prior written authorization. Consultant, its officers, employees, agents, or subcontractors shall not, without written authorization from the District Manager or unless requested by the District Counsel, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories, or other information concerning the work performed under this Agreement or relating to any project or property located within the District. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives District notice of such court order or subpoena.

(b) Consultant shall promptly notify District and District shall notify Consultant if either Parties' officers, employees, agents, or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions, or other discovery request, court order, or subpoena from any person or Party regarding this Agreement and the work performed thereunder. District and Consultant retain the right, but have no obligation, to represent Consultant and/or be present at any deposition, hearing, or similar proceeding. Consultant agrees to cooperate fully with District and to provide the opportunity to review any response to discovery requests provided by Consultant. However, District's right to review any such response does not imply or mean the right by District to control, direct, or rewrite said response.

**17. NOTICES**

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

To District: Karina Tiwana, Director (District Board Vice Chair)  
San Simeon Community Services District  
111 Pico Avenue  
San Simeon, CA 93452

With a copy to: Nubia I. Goldstein, District Counsel  
White Brenner LLP  
1414 K Street, 3<sup>rd</sup> Floor  
Sacramento, CA 95814

To Consultant: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**18. ASSIGNMENT**

The Consultant shall not assign the performance of this Agreement, nor any part thereof, without the prior written consent of the District.

**19. GOVERNING LAW**

The District and Consultant understand and agree that the laws of the State of California shall govern the rights, obligations, duties, and liabilities of the Parties to this Agreement and also govern the interpretation of this Agreement. Any litigation concerning this Agreement shall take place in the superior or federal district court with jurisdiction over the District.

**20. ENTIRE AGREEMENT**

This Agreement contains the entire understanding between the Parties relating to the obligations of the Parties described in this Agreement. Each Party is entering into this Agreement based solely upon the representations set forth herein and upon each Party's own independent investigation of any and all facts such Party deems material.



**21. TIME**

District and Consultant agree that time is of the essence in this Agreement.

**22. CONSTRUCTION**

The Parties agree that each has had an opportunity to have their counsel review 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 amendments or exhibits thereto. The captions of the sections are for convenience and reference only and are not intended to be construed to define or limit the provisions to which they relate.

**23. AMENDMENTS**

Amendments to this Agreement shall be in writing and shall be made only with the mutual written consent of all the Parties to this Agreement.

**24. AUTHORITY TO EXECUTE THIS AGREEMENT**

The person or persons executing this Agreement on behalf of Consultant warrants and represents that he/she has the authority to execute this Agreement on behalf of the Consultant and has the authority to bind Consultant to the performance of its obligations hereunder.

**IN WITNESS WHEREOF**, the Parties hereto have caused this Agreement to be executed the day and year first above written.

*[Signatures on Following Page]*

**SAN SIMEON COMMUNITY SERVICES  
DISTRICT**

**[CONSULTANT NAME HERE]**

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

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

## EXHIBIT A

### INSURANCE REQUIREMENTS

Prior to the beginning of and throughout the duration of the work, Consultant will maintain insurance in conformance with the requirements set forth below. Consultant will use existing coverage to comply with these requirements. If that existing coverage does not meet the requirements set forth here, Consultant agrees to amend, supplement, or endorse the existing coverage to do so. Consultant acknowledges that the insurance coverage and policy limits set forth in this Section constitute the minimum amount of coverage required. Any insurance proceeds available to District in excess of the limits and coverage required in this Agreement and which is applicable to a given loss, will be available to District.

Consultant shall provide the following types and amounts of insurance:

Commercial General Liability Insurance using Insurance Services Office “Commercial General Liability” policy from CG 00 01 or the exact equivalent. Defense costs must be paid in addition to limits. There shall be no cross-liability exclusion for claims or suits by one insured against another. Limits are subject to review, but in no event less than \$1,000,000 per occurrence.

Business Auto Coverage on ISO Business Auto Coverage from CA 00 01 including symbol 1 (Any Auto) or the exact equivalent. Limits are subject to review, but in no event to be less than \$1,000,000 per accident. If Consultant owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the general liability policy described above. If Consultant or Consultant’s employees will use personal autos in any way on this project, Consultant shall provide evidence of personal auto liability coverage for each such person.

Workers Compensation on a state-approved policy form providing statutory benefits as required by law with employer’s liability limits no less than \$1,000,000 per accident or disease.

Excess or Umbrella Liability Insurance (Over Primary) if used to meet limit requirements, shall provide coverage at least as broad as specified for the underlying coverages. Any such coverage provided under an umbrella liability policy shall include a drop-down provision providing primary coverage above a maximum \$25,000 self-insured retention for liability not covered by primary but covered by the umbrella. Coverage shall be provided on a “pay on behalf” basis, with defense costs payable in addition to policy limits. The policy shall contain a provision obligating insurer at the time insured’s liability is determined, not requiring actual payment by the insured first. There shall be no cross-liability exclusion precluding coverage for claims or suits by one insured against another. Coverage shall be applicable to District for injury to employees

of Consultant, subcontractors, or others involved in the work. The scope of coverage provided is subject to approval of District following receipt of proof of insurance as required herein. Limits are subject to review, but in no event less than \$1,000,000 per occurrence.

Professional Liability or Errors and Omissions Insurance as appropriate shall be written on a policy form coverage specifically designated to protect against acts, errors, or omissions of the Consultant and "Covered Professional Services" as designated in the policy must specifically include work performed under this Agreement. The policy limit shall be no less than \$1,000,000 per claim and in the aggregate. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend. The policy retroactive date shall be on or before the effective date of this agreement.

Insurance procured pursuant to these requirements shall be written by insurer that are admitted carriers in the state California and with an A.M. Bests rating of A- or better and a minimum financial size of VII.

General conditions pertaining to provision of insurance coverage by Consultant. Consultant and District agree to the following with respect to insurance provided by Consultant:

1. Consultant agrees to have its insurer endorse the third-party general liability coverage required herein to include as additional insureds District, its officials, employees, and agents, using standard ISO endorsement No. CG 2010. Consultant also agrees to require all Consultants and subcontractors to do likewise.

2. No liability insurance coverage provided to comply with this Agreement shall prohibit Consultant, or Consultant's employees, or agents, from waiving the right of subrogation prior to a loss. Consultant agrees to waive subrogation rights against District regardless of the applicability of any insurance proceeds, and to require all Consultants and subcontractors to do likewise.

3. All insurance coverage and limits provided by Consultant, and available or applicable to this Agreement, are intended to apply to the full extent of the policies. Nothing contained in this Agreement or any other agreement relating to the District or its operations limits the application of such insurance coverage.

4. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to District and approved of in writing.

5. No liability policy shall contain any provision or definition that would serve to eliminate so-called "third party action over" claims, including any exclusion for bodily injury to an employee of the insured or of any Consultant or subcontractor.

6. All coverage types and limits required are subject to approval, modification, and additional requirements by the District, as the need arises. Consultant shall not make any reductions in scope of coverage (e.g., elimination of contractual liability or reduction of discovery period) that may affect District's protection without District's prior written consent.

7. Proof of compliance with these insurance requirements, consisting of certificates of insurance evidencing all of the coverages required and an additional insured endorsement to Consultant's general liability policy, shall be delivered to District at or prior to the execution of this Agreement. In the event such proof of any insurance is not delivered as required, or in the event such insurance is canceled at any time and no replacement coverage is provided, District has the right, but not the duty, to obtain any insurance it deems necessary to protect its interests under this or any other agreement and to pay the premium. Any premium so paid by District shall be charged to and promptly paid by Consultant or deducted from sums due Consultant, at District option.

8. Certificate(s) are to reflect that the insurer will provide thirty (30) days' notice to District of any cancellation of coverage. Consultant agrees to require its insurer to modify such certificates to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, or that any party will "endeavor" (as opposed to being required) to comply with the requirements of the certificate.

9. It is acknowledged by the parties of this Agreement that all insurance coverage required to be provided by Consultant or any subcontractor, is intended to apply first and on a primary, noncontributing basis in relation to any other insurance or self-insurance available to District.

10. Consultant agrees to ensure that subcontractors, and any other party involved with the project who is brought onto or involved in the project by Consultant, provide the same minimum insurance coverage required of Consultant. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this Section. Consultant agrees that upon request, all agreements with subcontractors who are brought onto or involved in the project by Consultant will be submitted to District for review.

11. Consultant agrees not to self-insure or to use any self-insured retentions or deductibles on any portion of the insurance required herein and further agrees that it will not allow any Consultant, subcontractor, Architect, Engineer, or other entity or person in any way involved in the performance of work on the project contemplated by this Agreement to self-insure its obligations to District. If Consultant's existing coverage includes a deductible or self-insured retention, the deductible or self-insured retention must be declared to the District. At the time, the District shall review options with the

Consultant, which may include reduction or elimination of the deductible or self-insured retention, substitution of other coverage, or other solutions.

12. The District reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Consultant ninety (90) days' advance written notice of such change. If such change results in substantial additional cost to the Consultant, the District will negotiate additional compensation proportional to the increase benefit to District.

13. For purposes of applying insurance coverage only, this Agreement will be deemed to have been executed immediately upon any Party hereto taking any steps that can be deemed to be in furtherance of or towards performance of this Agreement.

14. Consultant acknowledges and agrees that any actual or alleged failure on the part of District to inform Consultant of non-compliance with any insurance requirements in no way imposes any additional obligations on District nor does it waive any rights hereunder in this or any other regard.

15. Consultant will renew the required coverage as long as District, or its employees or agents, face an exposure from operations of any type pursuant to this Agreement.

16. Consultant shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Proof that such coverage has been ordered shall be submitted prior to expiration. A coverage binder or letter from Consultant's insurance agent to this effect is acceptable. A certificate of insurance and/or additional insured endorsement as required in these specifications applicable to the renewing or new coverage must be provided to District within five (5) days of the expiration of the coverages.

17. Requirements of specific coverage, features, or limits contained in this Section are not intended as limitations on coverage, limits, or other requirements, nor as a waiver of any coverage normally provided by any given policy. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue, and is not intended by any Party or insured to be limiting or all-inclusive.

18. These insurance requirements are intended to be separate and distinct from any other provision in this Agreement and are intended by the Parties here to be interpreted as such.

19. The requirements in this Section supersede all other Sections and provisions of this Agreement to the extent that any other Section or provision conflicts with or impairs the provisions of this Section.

20. Consultant agrees to be responsible for ensuring that no contract used by any Party directly under contract with the Consultant and involved in the portion of the project under control of the Consultant reserves the right to charge District or Consultant for the cost of additional insurance coverage required by this Agreement. Any such provisions are to be deleted with reference to District. It is not the intent of District to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against District for payment of premiums or other amounts with respect thereto.

21. Consultant agrees to provide immediate notice to District of any claim or loss against Consultant arising out of the work performed under this Agreement. District assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve District.