

# Board of Directors San Simeon Community Services District



## **SPECIAL BOARD MEETING PACKET** **July 6, 2023** **Meeting Start Time 6:30pm**

**This meeting shall occur in person and Via Zoom.**

**Prepared by:**



**GRACE**  
ENVIRONMENTAL SERVICES

**SAN SIMEON COMMUNITY SERVICES DISTRICT**

**BOARD OF DIRECTORS  
SPECIAL BOARD MEETING AGENDA  
Thursday, July 6, 2023  
6:30 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/97128587233>

**Meeting ID: 971 2858 7233**

**Or One tap mobile:**

**US: +16699006833, 97128587233#**

**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 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.sansimeoncsd.org](http://www.sansimeoncsd.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

**1. CALL TO ORDER**

**2. ROLL CALL**

**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. CONSENT CALENDAR ITEMS:**

All items are approved by a single action. Any item may be removed from the Consent Calendar for separate discussion upon request from a member of the public, District staff or a Director. Public comment on the Consent Calendar will take place prior to the Board's vote on the Consent Calendar items. Unless an item is pulled for separate consideration by the Board, the following items are recommended for approval without further discussion.

- A. AUTHORIZE THE ACTING GENERAL MANAGER PROCUREMENT AUTHORITY IN AN AMOUNT UP TO \$5,000 TO PURCHASE DISTRICT COMPUTERS, PRINTERS, PHONES AND ANY OTHER NECESSARY HARDWARE OR SOFTWARE AND TO ACQUIRE ADDITIONAL INSURANCE FOR ACTING MANAGER SERVICES.**

**6. SPECIAL PRESENTATIONS**

**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. DISCUSS, REVIEW AND ADOPT A RESOLUTION AUTHORIZING SIGNATURES, INCLUDING FACSIMILE SIGNATURES, FOR BANKING SERVICES ON BEHALF OF THE SSCSD AT PACIFIC PREMIERE BANK AND DISCUSS ALTERNATIVE BANKING OPTIONS.**
- B. DISCUSS AND TAKE ACTION CONCERNING A SUSPENSION OR TERMINATION OF THE PROFESSIONAL SERVICES AGREEMENT WITH THE CRISCOM COMPANY.**
- C. DISCUSS AND PROVIDE STAFF DIRECTION CONCERNING SOLICITING FOR IT SERVICES AND SECURING DISTRICT RECORDS.**

**8. DISTRICT STAFF & COMMITTEE REPORTS:**

Public comments at the conclusion of District staff and committee reports are limited to three (3) minutes per person per item.

**A. STAFF REPORTS:**

- i. **District Superintendent's Report** – Summary of June Activities.
- ii. **General Manager's Report** – Summary of June Activities.
- iii. **District Financial Summary** – Summary of June Financials
- iv. **District Counsel's Report** – Summary of June Activities.

**B. AD-HOC & STANDING COMMITTEE REPORTS:**

- i. **Budget/Finance Committee** – status update (RGS to provide budget update)
- ii. **Water/Facilities Committee** – status update
- iii. **Grant Acquisition Committee** – status update
- iv. **Policies and Procedures Committee** – status update

**9. NON-DISTRICT REPORTS:**

Public comments at the conclusion of non-district reports are limited to three (3) minutes per person per item.

**A. Sheriff's Report** – verbal/written report

**B. CHP Report** – verbal/written report

**10. 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 EMPLOYMENT APPOINTMENT (Gov. Code, § 54957)**

**Title: General Manager**

**B. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION**

**Exposure to litigation pursuant to paragraph (2) of subdivision (d) of Government Code § 54956.9: Two (2) Potential Cases**

**11. RECONVENE AND REPORT OUT OF CLOSED SESSION**

**12. BOARD COMMENTS:**

This section is intended as an opportunity for Board members to make brief announcements, request information from staff, request future agenda item(s) and/or report on their own activities related to District business. No action is to be taken until an item is placed on a future agenda.

**13. ADJOURNMENT TO THE NEXT REGULAR MEETING OF AUGUST, 3, 2023**



## **BUSINESS ACTION ITEM STAFF REPORT**

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**ITEM 5.A. AUTHORIZE THE ACTING GENERAL MANAGER PROCUREMENT AUTHORITY IN AN AMOUNT UP TO \$5,000 TO PURCHASE DISTRICT COMPUTERS, PRINTERS, PHONES AND ANY OTHER NECESSARY HARDWARE OR SOFTWARE AND TO ACQUIRE ADDITIONAL INSURANCE FOR ACTING MANAGER SERVICES.**

### Summary:

The Acting General Manager has requested action by the Board of Directors (“Board”) for procurement authority of SSCSD (the “District”) property in order to carry out the acting General Manager duties. Specifically, Mr. Faverty seeks to purchase computers, phones, a printer, and any other hardware/software. He is also seeking Board approval to secure and purchase additional insurance coverage that will comply with the District's requirements under the approved agreement for transitional General Manager services.

### Board Actions:

1. The Board may approve the request by a majority vote.
2. The Board may approve the request, subject to any changes as directed by the Board; or
3. The Board may reject the request in its entirety.



## **BUSINESS ACTION ITEM STAFF REPORT**

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### **ITEM 7.A. ADOPTION OF RESOLUTION 23-475 A. DISCUSS, REVIEW AND ADOPT A RESOLUTION AUTHORIZING SIGNATURES, INCLUDING FACSIMILE SIGNATURES, FOR BANKING SERVICES ON BEHALF OF THE SSCSD AT PACIFIC PREMIERE BANK AND DISCUSS ALTERNATIVE BANKING OPTIONS.**

#### Summary:

Any time a new Board member is elected or appointed, the SSCSD (the “District”) must update this information with Pacific Premier Bank, its current banking provider. This action will allow for newly appointed Board member Holly Le to be added as a signatory to the District bank account and will include Patrick Faverty as the Acting General Manager for the District. This action will further update the list of people authorized to sign checks for the District and deposit funds.

Director Donahue previously requested the Board discuss alternative banking options in order to determine if the District could find banking services that provide a great rate of return on District funds. The Board may also provide the Acting General Manager direction on soliciting or securing such services in consultation with RGS, which currently provides bookkeeping and budget services to the District.

#### Board Actions:

1. The Board may approve the Resolution and provide further direction regarding banking options.
2. The Board may approve the Resolution, subject to any changes as directed by the Board; or
3. The Board may reject the Resolution in its entirety.

**RESOLUTION NO. 23-475**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SAN SIMEON COMMUNITY SERVICES DISTRICT AUTHORIZING SIGNATURES, INCLUDING FACSIMILE SIGNATURES, FOR BANKING SERVICES ON BEHALF OF THE SAN SIMEON COMMUNITY SERVICES DISTRICT AT PACIFIC PREMIER BANK**

**WHEREAS**, the San Simeon Community Services District's ("District") priorities as to its investments are, in the following order, preservation of principal, liquidity of principal, and return on investment; and

**WHEREAS**, the establishment of a general checking account and a money market account is consistent with these priorities; and

**WHEREAS**, based upon changes to the composition of the District Board of Directors, a change in authorized signatories is being requested by Pacific Premier Bank.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Directors of the San Simeon Community Services District as follows:

**Section 1:** The following persons are authorized to sign on behalf of the District, orders for payment or withdrawal of money: **Michael Donahue, Jacqueline Diamond, Karina Tiwana, Holly Le, and Patrick Faverty** with further powers as set forth in **Exhibit A**, attached hereto and incorporated herein by this reference.

**Section 2:** Any such authority shall remain in force until revoked by written notice to the affected bank of the action taken by the Board of Directors of the District. All prior authorizations are superseded.

**Section 3:** Any designated depository ("Bank") of the District is authorized and directed to honor and pay any checks, drafts, or other orders for the payment of money withdrawing funds from any account of the District when bearing or purporting to bear the signatures of TWO persons listed in the attached Resolution as having signatory authority. The Bank is authorized and directed to honor and to charge the District whom such actual or purported signatures were made, provided they resemble the signatures duly certified to and filed with the Bank by the District.

**ADOPTED** by the Board of Directors of the San Simeon Community Services District on July 6, 2023, by the following roll call votes:

AYES:  
NOES:  
ABSENT:  
ABSTAINED:

\_\_\_\_\_  
Vice Chairperson, Board of Directors of  
the San Simeon Community Services  
District

**ATTEST:**

\_\_\_\_\_  
Patrick Faverty, Acting General Manager of the  
San Simeon Community Services District and Acting Secretary



**EXHIBIT A  
POWERS & AUTHORITY  
RESOLUTION 23-475**

<b>NAME</b>	<b>TITLE</b>	<b>POWERS</b>
Michael Donahue	Director	Signatory
Jacqueline Diamond	Director	Signatory
Karina Tiwana	Director	Signatory
Holly Le	Director	Signatory
Regional Government Services	Bookkeeper	Web Access Deposit of Funds
Patrick Faverty	Acting General Manager	Signatory Web Access Exercise instructions to bank



## **BUSINESS ACTION ITEM STAFF REPORT**

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### **ITEM 7. B. DISCUSS AND TAKE ACTION CONCERNING A SUSPENSION OR TERMINATION OF THE PROFESSIONAL SERVICES AGREEMENT WITH THE CRISCOM COMPANY.**

#### Summary:

In 2022, the SSCSD Board of Directors (“Board”) approved an Agreement for Consultant Services between the SSCSD (the “District”) and the Criscom Company for grant writing and grant writing related services. The current agreement contemplates monthly payments of \$2,000 per month to Criscom for invoiced services.

Vice Chair Tiwana has requested this agenda item for Board discussion to consider suspending or terminating the agreement pending other Board and District priorities and projects. The agreement provides that the services may be suspended or terminated by the District upon a thirty (30) day written notice. In the event the agreement is terminated, the District must pay Criscom for the actual work performed up to the time of termination.

#### Board Actions:

1. The Board may approve an action to suspend or terminate the agreement.
2. The Board may approve such an action, subject to any changes as directed by the Board; or
3. The Board may take no action.

#### Attachment:

Agreement for Professional Services with Criscom

## **AGREEMENT FOR CONSULTANT SERVICES**

This **AGREEMENT FOR CONSULTANT SERVICES** (“Agreement”) is made and effective as of August 1, 2022 (the “Effective Date”), between **THE CRISCOM COMPANY** (“Consultant”), and the **SAN SIMEON COMMUNITY SERVICES DISTRICT**, a political subdivision of the State of California (“District”). 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 remain in effect through July 31, 2024 (“Term”).

### **2. SERVICES**

Consultant shall perform the tasks described in Consultant’s proposal for grant writing and grant writing related services (the “Proposal”) attached hereto as Exhibit A and incorporated herein by this reference. To the extent that any of the terms of this Agreement conflict or contradict terms contained in the Proposal, the terms of this Agreement shall control.

### **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**

District’s General Manager shall represent District in all matters pertaining to the administration of this Agreement. Charles Jelloian, as President & CEO, will represent Consultant in all matters pertaining to the administration of this Agreement.

### **5. PAYMENT**

The District agrees to pay Consultant in accordance with the Proposal set forth in Exhibit A. Consultant agrees that in no event will the total amount of money paid to Consultant for services contemplated by this Agreement exceed the sum of Two Thousand Dollars (\$2,000.00) per month. Invoices will be submitted monthly, and payment is due within 45 calendar days from receipt of invoice.

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 *thirty (30)* 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 *thirty (30)* 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 an invoice and all relevant work product up to the date of termination to the District pursuant to Section 5.

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; or
- (c) Assignment of this Agreement by Consultant without the consent of District.
- (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 that 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 District Manager or its delegate determines that the Consultant is in default in the performance of any of the terms or conditions of this Agreement, the District General Manager shall cause to be served upon the Consultant a written notice of the default. The Consultant shall have ten (10) days after service upon it of said notice in which to cure the default by rendering a satisfactory performance. In the event that the Consultant fails to cure its default within such period of time, the District shall have the

right, notwithstanding any other provision of this Agreement to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

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 of its employees to observe and comply with all of said laws, ordinances, regulations, orders, and decrees mentioned above;

(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; and

(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) Consultant shall hold harmless and indemnify, including the cost to defend, District, and its respective principals, directors, officers, agents, and employees from and against all claims, loss, liability, suits and damages, including attorney's fees, that arise out of, pertain to, or relate to Consultant's negligence, recklessness or willful misconduct in connection with the performance of Consultant's obligations under this Agreement, or that of Consultant's subconsultants, agents or employees (or any entity or individual for which Consultant bears legal liability).

(b) Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth in this Section from each and every sub-consultant or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. If Consultant fails to obtain such indemnity obligations from others as required, Consultant shall be fully responsible for all obligations under this Section. District's failure to monitor compliance with this requirement imposes no additional obligations on District and will in no way act as a waiver of any rights hereunder. The obligation to indemnify and defend District as set forth herein is binding on the successors, assigns or heirs of Consultant and shall survive the termination of this Agreement or this section.

(c) Without affecting any of the rights of District under any provision of this Agreement, Consultant shall not be required to indemnify and hold harmless District for liability attributable to the active negligence of District, provided such active negligence is determined by agreement between the parties or by the findings of a court of competent jurisdiction. In instances where District is shown to have been actively negligent and where District active negligence accounts for only a percentage of the liability involved, the obligation of Consultant will be for that entire portion or percentage of liability not attributable to the active negligence of District.

## 12. **INSURANCE**

Consultant shall maintain prior to the beginning of and for the duration of this Agreement insurance coverage as specified in Exhibit B attached hereto and incorporated herein as though set forth in full.

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 whatever 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 responsibilities with respect to the project during his/her tenure or for one 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 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 has 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: Charles Grace, General Manager  
San Simeon Community Services District  
111 Pico Avenue  
San Simeon, CA 93452

With a copy to: Jeffrey A. Minnery, District Counsel  
Adamski Moroski Madden Cumberland & Green, LLP  
P.O. Box 3835  
San Luis Obispo, CA 93403

To Consultant: The CrisCom Company  
9550 Topanga Canyon Blvd.  
Chatsworth, California 91311  
Attn: Charles Jelloian



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. Proper venue for any litigation concerning this Agreement shall be in the County of San Luis Obispo.

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 of 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.

25. **LITIGATION**

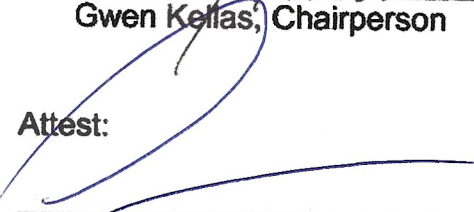
In the event District desires Consultant to prepare for or appear in litigation on behalf of District, and Consultant agrees to perform said services, other than herein specified, District shall pay Consultant the usual and customary fees charged by Consultant for such services, and Consultant agrees to perform said services.

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

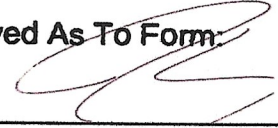
**SAN SIMEON  
COMMUNITY SERVICES DISTRICT**

By:   
Gwen Kellas, Chairperson

Attest:

  
Charles Grace, General Manager

Approved As To Form:

  
Jeffrey A. Minnery, District Counsel

**THE CRISCOM COMPANY**

By: 

Its: President & CEO

Attachments:

Exhibit A- Consultant's Proposal

Exhibit B- Insurance Requirements

EXHIBIT A  
CONSULTANT'S PROPOSAL

Exhibit A-1



CELEBRATING 25 YEARS OF SERVING OUR CLIENTS AND COMMUNITIES



[www.TheCrisComCompany.com](http://www.TheCrisComCompany.com)



## THE CRISCOM COMPANY

REQUEST FOR PROPOSAL FOR GRANT WRITING  
AND GRANT WRITING RELATED SERVICES



SAN SIMEON COMMUNITY SERVICES DISTRICT

RFP Released: April 3, 2022

RFP Due Date: June 2, 2022 at 2:00pm

Courtney Murguia  
Office Manager  
San Simeon Community Services District  
111 Pico Avenue  
San Simeon, CA 93452

June 2, 2022

Ms. Cortney Murguia  
Office Manager  
San Simeon Community Services District  
111 Pico Avenue  
San Simeon, CA 93452



Dear. Ms. Murguia:

The CrisCom Company is pleased to provide the San Simeon Community Services District with the following response to the "Request for Proposal for Grant Writing and Grant Writing Related Services."

Over the past 25 years, CrisCom has partnered with clients to assist them in positioning and developing impactful programs to better their communities. If awarded, we also acknowledge the complete responsibility for the entire contract.

Please do not hesitate to reach out if you require any clarification on the information contained in this response. I look forward to hearing from you soon.

Sincerely,

Charles H. Jelloian  
President & Chief Executive Officer  
(818) 378-1576 cell  
chuck@thecriscomcomapny.com



9550 TOPANGA CANYON BLVD., CHATSWORTH, CA 91311  
1099-A OTIS AVE., CORCORAN, CA 93212  
www.TheCrisComCompany.com

## **COST - SCOPE OF SERVICES - METHODOLOGY**

The CrisCom Company is proposing a monthly retainer to provide the San Simeon Community Services District with grant writing and grant writing related services. The fee for this service will be \$2,000 per month. This will encompass the following scope of services detailed below.

In providing grant writing services, The CrisCom Company will engage elected officials, key stakeholders and administrating agencies to develop advantageous relationships for the District. CrisCom will work in conjunction with District staff to identify and pursue viable grant opportunities. Additionally, CrisCom will work hand-in-hand with District staff to develop a strategic approach to providing for the District's needs through comprehensive advocacy and outreach efforts.

An in-depth approach and comprehensive strategic planning provides our clients with the proper footing to be successful in the pursuit of grants and other funding opportunities. A key element to this approach is incorporating the direction of the client. As such, the District will have direct access to CrisCom's leadership whenever it is needed.

The CrisCom team will meet with the San Simeon Community Services District to compile a list of projects. The team will then work with the District to prioritize the list based on a needs assessment, which will include a comprehensive review of available funding sources for the identified project. This collaborative approach is imperative to creating successful submissions. While CrisCom is continuously monitoring both public sector and private foundation grants, detailing the specific needs of the District will provide for a tailored and targeted approach.

The CrisCom Company will provide in-person quarterly reports to the District or any time the District deems appropriate. The CrisCom team will also make themselves available anytime to the District department heads and staff. We will provide weekly updates via email and telephone on the progress and status of grant applications in process as well. This will include benchmarking certain items during the writing process and keeping the District apprised of any changes or amendments.

As grant writing professionals it is imperative for our firm to have continual and open communication with our clients. Establishing this early on in the engagement is key to developing and implementing successful grant initiatives. Forecasting available opportunities and working with departments well in advance of Notice of Funding Opportunities will ensure ample time to respond to an opportunity thoughtfully and completely and lead to a successful proposal.

The following 10 step approach to grant writing is the core of CrisCom's grant writing service offerings. Putting our client's needs at the forefront of every project is key.

1. Funding needs analysis by meeting with District department heads to review priorities and funding needs  
The CrisCom Company staff will meet with District leadership to conduct a series of assessment meetings to prioritize the funding needs. The meetings will be in-depth and analyze programs and projects from available funding sources in which the District is ready to pursue. These meetings will lay the foundation for the grant pursuit process. In conjunction with these meetings, CrisCom will meet with the District's State and Federal representatives. These meetings will set the foundations of support to pursue the aforementioned grants, and will provide information to our representatives on the District's current needs.
2. Facilitation of department decision-making process regarding the feasibility of pursuing potential grant opportunities  
The CrisCom Company staff will meet with District department heads as grant opportunities become available. The meetings will include a summary review of grant requirements, including any qualifying factors such as monetary match, reporting requirements and grant oversight. These meetings will serve as strategic planning sessions.
3. Facilitation of partnership meetings on grant submissions  
The CrisCom Company will meet on a regular basis with District department heads, both in person and over the telephone as the grant is being developed. Communication with District staff is a key component to a successful grant submission. The CrisCom team will work diligently on ensuring that all lines of communication are open and flowing freely to identify the proper grant response and any cross departmental components to strengthen any submission.
4. Grant research to identify opportunities that strategically align with the District's goals  
The CrisCom Company will utilize various grant resources to narrow down and find specific opportunities for the District. This process will be aided by the initial departmental meetings to identify needs and connect them with available funding sources in the budgetary year. CrisCom will also work with the local State and Federal representatives to identify any direct funding opportunities.
5. Development of requested proposals/applications  
Each grant opportunity is unique and contains differing requirements. However, through meticulous attention to detail, CrisCom will work with the District to develop top quality responses to identified viable opportunities. This includes outlining clear and concise program goals to achieve the desired outcomes. CrisCom will work with the District to obtain the needed information and provide a comprehensive draft for the District to review. CrisCom will provide this at least a week in advance of the grant due date, as to provide adequate time for a comprehensive review before submittal.

6. Assist in gathering grant-related information  
The CrisCom Company will identify and assist the District in obtaining grant-related information needed for a successful submission. CrisCom's team is astute in garnering information and employing that information into a successful grant. CrisCom will also assist the District in reviewing the data needed for the grant. This includes breaking down the data into smaller pieces of useful information that will bolster the grant response.
7. Estimate of District's commitment if grant is received  
A key component to a grant is the grantee's ability to administer the grant successfully. During the initial review of the grant, prior to any submittal, the CrisCom team will review the grant guidelines and ensure the District and the department heads know the requirements of administering the grant. This will include any and all reporting requirements and the length of those requirements. CrisCom will assist the District in these requirements while on retainer. This will be a major determining factor to be considered during the facilitation of the departmental decision-making process regarding the feasibility of pursuing potential grant opportunities.
8. Grant proposal development, submission, letters of support and other supporting materials  
As discussed previously, The CrisCom Company will provide the District with a draft of the proposed submission at least one week prior to the due date. This will allow for adequate departmental review prior to submitting the grant application. CrisCom will also work with our State and Federal elected officials and strategize with local stakeholders on obtaining letters of support. Ensuring that the grant receives support from a variety of stakeholders speaks volumes with the grant reviewers. CrisCom will always look for ways to set the grant apart from the competition and work to obtain an advantage for the District.
9. Follow up after proposal submission  
The CrisCom Company will utilize its relationships with the granting entity to follow up on any and all proposal submissions. This will be done within the confines of the expressed grant criteria and will not take place in any gray areas. CrisCom will strategically utilize the grant supporters, such as our State and Federal representatives to inquire on the District's behalf, when appropriate. CrisCom will also seek to identify, if not explicitly expressed in the application, the proposed timeline the granting agency is looking to follow. This will allow for the District to manage expectations on funding and implementation.
10. Assist with contract, material development, and/or reporting once a grant is awarded  
The CrisCom Company will stay engaged during all aspects of the successful grant process. It is imperative to shepherd the District through this in order to maintain expectations of a successful implementation. Additionally, CrisCom can and will assist



on any and all reporting where necessary. Some functions of reporting will fall to the department who is awarded the grant, and CrisCom will assist in this process. Furthermore, on an unsuccessful grant proposal, CrisCom will request a debriefing from the granting agency. This will allow our team to comprehensively identify any deficiencies in the application and will bolster the application for the next round of funding.

## MISSION STATEMENT

OUR MISSION IS TO PROVIDE OUR CLIENTS WITH HIGHLY ETHICAL, INNOVATIVE AND DYNAMIC STRATEGIES, WHICH ARE EFFECTIVE IN ACHIEVING THEIR GOALS. THE CRISCOM COMPANY ADHERES TO THE HIGHEST STANDARDS OF ACCURACY AND TRUTH TO THOSE WE REPRESENT AND TO THE PUBLIC.

## EXPERIENCE

Founded in 1997, CrisCom Public Relations, Inc., (dba The CrisCom Company) is the preeminent leader in the governmental affairs, grant writing, public relations and community development arenas. We take great pride in providing our clients with unparalleled state and federal advocacy and grant writing services. The key to our success is our ability to engage elected officials, key stakeholders and administering agencies to develop advantageous relationships for our clients. Not only do we work in conjunction with our clients to identify and pursue viable grant opportunities, we develop a strategic approach to provide for our clients' needs through comprehensive advocacy and outreach efforts.

Our in-depth and thoughtful approach to strategic planning provides clients with the proper footing to be successful in the pursuit of appropriations and grants. The cornerstone to this approach is incorporating the needs and direction from our clients. This collaborative effort provides unfettered access to CrisCom's leadership team.

Our multidisciplinary team will meet with the client to compile a list of projects. We will then work with the organization to prioritize the list based on a needs assessment, which will include a comprehensive review of available funding sources for the identified project. This approach is imperative setting our clients on the path to success. We will also continuously monitor both public sector and private foundation grants, detailing the specific needs of the organization which will provide for a tailored and targeted approach.



- \$7m Kings County Sheriff's Office
- \$5.7m Corcoran Police Station
- \$4m Selma Police Station
- \$3m Lemoore Public Safety Dispatch
- \$650k Kings County Gang & Narcotics Task Force
- \$400k Sanger School Resource Officer
- \$250k Glendale DOJ COPS Grant
- \$240k Avenal Emergency Ops Center



- \$7m Corcoran Gateway Park
- \$2m Kettleman City Pedestrian Bridge
- \$2m Avenal Community Center
- \$1.2m CFDA Education Grant CLU
- \$312k Upward Bound Higher Ed Grant
- \$292k Clean CA Grant - City of Glendale, CA
- \$164k FEMA AFG - City of Glendale



- \$3m Sanger Water Well Repair
- \$2m Corcoran Water Treatment Facility
- \$1.5m Corcoran Water Well
- \$1.5m Selma Storm Drain Repair
- \$1m Sanger Water Connections
- \$100k Route Management Mile Reduction Grant

## THE TEAM

*Our team of experts boasts over 100 years of public/private sector experience. CrisCom continues to pave the way for our client's success in both the public sector and private sector. We have developed and implemented dynamic solutions for our clients that resulted in their securing of the most contentious contracts in the public sector. Our team's grant writing expertise is second to none, and we have been responsible for tens of millions of dollars in grant funding being secured.*

### Charles H Jelloian | President & Chief Executive Officer



Chuck Jelloian holds extensive experience in the public relations field. Through his tenacity and vociferous advocacy on behalf of our clients, Chuck makes sure the CrisCom team delivers on the projects we undertake.

About Chuck - Chuck is committed to providing all clients with highly effective programs that focus on governmental affairs, business and project development, strategic planning, corporate communications, public relations, and marketing.

Chuck has worked diligently to establish The CrisCom Company as one of the nation's premiere governmental affairs and business development firms. Before founding CrisCom, he served as the Executive Director of the non-partisan Ronald Reagan Presidential Foundation and was responsible for the planning and development of the historic Ronald Reagan Presidential Library and Center for Public Affairs, located in Simi Valley, California. He hosted numerous national and international dignitaries, including British Prime Minister Lady Margaret Thatcher and Polish President Lech Walesa. Since then, Chuck has had the privilege of working with several other national figures.

Chuck was appointed by Los Angeles Mayor Richard Riordan to serve on the Board of Transportation Commissioners. As Commission President, Chuck presided over the \$200 million department and its 1600 full-time employees. Los Angeles City Councilman Greig Smith appointed Chuck to the Design Review Board, which reviews all proposed applications for buildings and structures in the Chatsworth, California area.

Chuck, widely recognized for his leadership skills, continues to play an important role in many political, social and philanthropic activities throughout California and the nation.

Jason D. Siegen | Executive Vice President & Chief Operating Officer



Jason Siegen is a proven leader in the governmental and public affairs arena with over 20 years' experience throughout California and the nation, implementing successful lobbying and public relations campaigns for municipal, corporate, and non-profit clients.

About Jason - Jason has been a member of the CrisCom team since 1998. He serves as CrisCom's Chief Operating Officer and Executive Vice President. Jason is responsible for the day-to-day operations, including overseeing and managing CrisCom's Account Managers and Representatives. He has been a lobbyist at both the state and federal levels of government for over 20 years. Throughout this time, Jason has been at the forefront of all of CrisCom's legislative and appropriations wins for its clients. Jason's extensive experience in governmental and public affairs makes him a valued strategist and problem solver on which our clients rely. Jason holds a degree in Political Science from California State University, Northridge.

Carole E. Sarian | President of Public Affairs



Carole Sarian's enthusiasm, vision, and strong relationships in the public and private sector continue to benefit CrisCom's clients nationwide.

About Carole - Carole has been with CrisCom since day one and brings over 30 years of public affairs executive experience. She is responsible for the planning and producing of numerous high-profile events, galas, conferences, networking events, non-profit fundraisers and celebrations. Carole leads CrisCom's national philanthropic endeavors and has received several awards and commendations from some of the country's most prestigious volunteer and non-profit organizations.

Carole sits on the Hollywood Chamber of Commerce's Community Foundation Board of Directors, and Co-Chairs the annual "Heroes of Hollywood" fundraising event. This prestigious board is responsible for administering tens of thousands of dollars in grants annually to local non-profits in the greater Hollywood area. Previously, Carole served on the Executive Committee of the Board of Directors for the Hollywood Chamber of Commerce, which is responsible for the operation and maintenance of the world famous "Hollywood Walk of Fame."

Renee Missakian | Grants Manager - Community Development Coordinator



Renee Missakian's attention to detail and background as a paralegal helps ensure that our clients' projects are delivered timely and professionally. From community outreach to grant writing, Renee continues to deliver on our clients' needs.

About Renee - Renee has 25 years' experience in the legal field and over 15 years' experience working with nonprofit organizations. Her experience includes organizing fundraisers, community outreach events and public relations campaigns. For the past several years, Renee has spearheaded The CrisCom Company's grant writing initiatives for our clients, specializing in both public and private sector grants.

John Basmajian | Grant Coordinator - Accounts Representative



John Basmajian joined The CrisCom Company in 2019 as an Account Representative. His demeanor, energy and exuberance he brings to each project is palpable.

About John - John graduated from California Lutheran University with a Bachelor of Science in Business Administration, where he was an honored recipient of the Dean's List award four times, as well as the President's List award. He served as student body president, and sat on the university's Board of Regents. Prior to joining CrisCom he served as an intern for an industrial services company where he led a marketing campaign that resulted in fifteen percent revenue growth. He also worked with a real estate investment firm providing administrative assistance.

Emily Engelsgaard | Grant Coordinator - Accounts Representative



Emily joined The CrisCom Company in 2021 and currently serves as an Account Representative and Grant Coordinator. Her tenacity and willingness to tackle any obstacle help achieve our client's goals.

About Emily - Emily holds a Master's degree in American History and is a graduate of California Polytechnic State University, San Luis Obispo. Emily has extensive experience in customer service and as a legal assistant. Her background continues to be a beneficial asset to the team.

## REFERENCES

<p><b>The Honorable Richard Valle</b> Supervisor – County of Kings, CA 1400 W. Lacey Blvd. Hanford, CA 93230 richard.valle@co.kings.ca.us (559) 362-4664</p>	<p>The CrisCom Company has been instrumental in securing over \$25 million in funding for the County of Kings and its local communities. This includes Prop. 68 grants as well as direct funding allocations through the State budget process.</p> <p>Effective date of contract: 07/01/2020 – current</p>
<p><b>Mr. Roubik Golanian</b> City Manager – City of Glendale, CA 613 E. Broadway Glendale, CA 91206 rgolanian@glendaleca.gov (818) 548-4844</p>	<p>The CrisCom Company has identified and written several successful grant applications for the City of Glendale, including grants that focus on parks, sanitation and public safety focused grants.</p> <p>Effective date of contract: 02/01/2019 – current</p>
<p><b>Dr. Kindon Meik</b> Former City Manager – Corcoran, CA Current City Manager – Calabasas, CA 100 Civic Center Way Calabasas, CA 91302 kmeik@cityofcalabasas.com (559) 333-0310</p>	<p>The CrisCom Company has secured millions of dollars through grant writing and advocacy for the City of Corcoran. This includes funding for a new police station, water well funding and Proposition 68 park funding</p> <p>Effective date of contract: 07/01/2006 – current</p>

**TOTAL PROJECTED COST OF A PROJECT**

The CrisCom Company is proposing a monthly retainer to provide the San Simeon Community Services District with grant writing and grant writing related services.

The fee for this service will be **\$2,000 per month**.

## EXHIBIT B

### 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. 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 Million 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 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 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 review and terminate any subcontract consultant has with a subconsultant, 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 for the duration of the project.

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 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.



## **BUSINESS ACTION ITEM STAFF REPORT**

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### **ITEM 7. C. DISCUSS AND PROVIDE STAFF DIRECTION CONCERNING SOLICITING FOR IT SERVICES AND SECURING DISTRICT RECORDS.**

#### Summary:

Vice Chair Tiwana has requested this agenda item for Board of Director ("Board") discussion to consider directing the Acting General Manager to solicit and initiate the process to secure professional IT services for SSCSD (the "District"). IT services may include purchasing the necessary IT infrastructure so that the District can have proper and secure centralized record keeping. If the Board wishes to move forward in this direction it will be a priority to locate a service provider locally and get it all done in an expeditious manner.

The Board previously directed GES to inquire into acquiring cell phones and laptops or tablets for Board members. The Board may wish to provide the Acting General Manager with additional guidance or direction to ensure this project is completed.

A related action should include direction to staff to support gathering of all District documents and ensuring all records and documents are stored securely in preparation for IT services digitization and transfer of the District Office 365 account to District control.

#### Board Actions:

1. The Board may approve the requested action.
2. The Board may approve the requested action, subject to any changes as directed by the Board; or
3. The Board may take no further action.

**8.A. I. SPECIAL PRESENTATIONS AND REPORTS:  
SUPERINTENDENT'S REPORT**



## SUPERINTENDENT'S REPORT – JUNE 2023

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### Item 3.A.iii

Prepared By: Steve Orellana

#### 1. Wastewater Treatment Plant

- Sampling, testing, and reporting at the Wastewater Treatment Plant was performed as required by the Regional Water Quality Control Board (RWQCB).
- The monthly report was submitted to the State Water Resources Control Board (SWRCB).

#### 2. Water Treatment and Distribution System

- Sampling, testing, and reporting was performed as required by the State Water Resources Control Board (SWRCB), Division of Drinking Water (DDW).
- The monthly report was submitted to the SWRCB, DDW.
- Monthly water meter reading was performed.
- Replaced 1 Hotel water meter.

#### 3. District and Equipment Maintenance

- Staff continues with the scheduled preventive maintenance for the equipment at the facilities.
- Staff responded to 2 service request.

San Simeon Community Services District

Superintendent's Report

June 2023

**MONTHLY DATA REPORT**

Date	Day	Wastewater Influent Daily Flow	Wastewater Effluent Daily Flow	Well 1 Total Daily Produced	Well 2 Total Daily Produced	Total Daily Water Produced	R.O. Daily Influent Flow	R.O. Daily Effluent Flow	R.O. Daily Brine Flow	Distribution Chloride	Chloride Wells 1	Chloride Wells 2	Recycled Water Distributed	Water Level Well 1	Water Level Well 2	Rainfall in Inches	State Flows
06/01/23	Wednesday	47,260	54,510	61,560	0	61,560	0	0	0	-	-	-	0	9.6	9.3	0.00	
06/02/23	Thursday	39,810	45,370	66,796	0	66,796	0	0	0	-	-	-	0	9.6	9.3	0.00	
06/03/23	Friday	47,926	57,440	60,364	0	60,364	0	0	0	-	-	-	0	9.6	9.4	0.00	
06/04/23	Saturday	65,598	69,040	75,174	0	75,174	0	0	0	-	-	-	0	9.6	9.3	0.00	
06/05/23	Sunday	66,388	61,370	53,332	0	53,332	0	0	0	-	-	-	0	9.5	9.4	0.00	
06/06/23	Monday	52,312	49,100	84,898	0	84,898	0	0	0	-	-	-	0	9.3	9.2	0.00	
06/07/23	Tuesday	54,771	52,670	34,408	1,571	35,979	0	0	0	-	-	-	0	9.3	9.1	0.00	
06/08/23	Wednesday	53,048	67,100	60,887	0	60,887	0	0	0	-	-	-	0	9.3	9.1	0.00	
06/09/23	Thursday	53,260	39,890	103,822	0	103,822	0	0	0	32	-	-	0	9.4	9.2	0.00	
06/10/23	Friday	60,705	60,350	0	0	0	0	0	0	-	-	-	0	9.6	9.4	0.00	
06/11/23	Saturday	72,176	71,040	1,870	120,204	122,074	0	0	0	-	-	-	0	-	-	0.00	
06/12/23	Sunday	66,755	68,060	86,095	0	86,095	0	0	0	-	-	-	0	9.7	9.4	0.00	
06/13/23	Monday	54,920	54,240	56,698	0	56,698	0	0	0	-	-	-	0	9.7	9.3	0.00	
06/14/23	Tuesday	56,994	58,510	28,574	1,496	30,070	0	0	0	-	-	-	0	9.7	9.4	0.00	
06/15/23	Wednesday	57,863	51,810	112,948	0	112,948	0	0	0	-	-	-	0	9.7	9.5	0.00	
06/16/23	Thursday	62,192	60,800	63,281	0	63,281	0	0	0	-	-	-	0	9.7	9.4	0.00	
06/17/23	Friday	102,132	96,210	82,205	0	82,205	0	0	0	-	-	-	0	9.7	9.4	0.00	
06/18/23	Saturday	87,015	82,170	103,448	0	103,448	0	0	0	-	-	-	0	9.7	9.5	0.00	
06/19/23	Sunday	75,486	69,230	92,004	0	92,004	0	0	0	-	-	-	0	9.8	9.5	0.00	
06/20/23	Monday	70,016	67,260	108,759	0	108,759	0	0	0	-	-	-	0	9.8	9.4	0.00	
06/21/23	Tuesday	65,756	65,140	41,664	1,646	43,309	0	0	0	-	-	-	0	9.8	9.5	0.00	
06/22/23	Wednesday	60,030	58,820	76,894	0	76,894	0	0	0	-	-	-	0	9.8	9.6	0.00	
06/23/23	Thursday	59,066	57,580	72,780	18,700	91,480	0	0	0	-	-	-	0	9.9	9.6	0.00	
06/24/23	Friday	75,729	73,460	37,550	28,574	66,123	0	0	0	-	-	-	0	-	-	0.00	
06/25/23	Saturday	90,018	91,260	83,926	0	83,926	0	0	0	-	-	-	0	-	-	0.00	
06/26/23	Sunday	67,400	56,640	72,930	2,094	75,024	0	0	0	-	-	-	0	9.8	9.7	0.00	
06/27/23	Monday	104,973	97,400	146,458	0	146,458	0	0	0	-	-	-	0	9.8	9.8	0.00	
06/28/23	Tuesday	76,232	72,690	0	62,682	62,682	0	0	0	-	-	-	0	10.1	9.9	0.00	
06/29/23	Wednesday	62,720	58,250	1,421	80,111	81,532	0	0	0	-	-	-	0	10.0	9.8	0.00	
06/30/23	Thursday	65,232	69,490	0	65,076	65,076	0	0	0	32	-	-	0	9.9	9.8	0.00	
<b>TOTALS</b>		<b>1,973,783</b>	<b>1,936,900</b>	<b>1,870,748</b>	<b>382,153</b>	<b>2,252,901</b>	<b>0</b>	<b>0</b>	<b>0</b>				<b>0</b>			<b>0.00</b>	<b>0</b>
Average		<b>65,793</b>	<b>64,563</b>	<b>62,358</b>	<b>12,738</b>	<b>75,097</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>30</b>	<b>30</b>	<b>30</b>	<b>0</b>	<b>9.7</b>	<b>9.5</b>	<b>0.00</b>	<b>#DIV/0!</b>
Minimum		<b>39,810</b>	<b>39,890</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>30</b>	<b>30</b>	<b>30</b>	<b>0</b>	<b>9.3</b>	<b>9.1</b>	<b>0.00</b>	<b>0</b>
Maximum		<b>104,973</b>	<b>97,400</b>	<b>146,458</b>	<b>120,204</b>	<b>146,458</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>30</b>	<b>30</b>	<b>30</b>	<b>0</b>	<b>9.9</b>	<b>9.9</b>	<b>0.00</b>	<b>0</b>





San Simeon Community Services District

Superintendent's Report

June 2023

	Jan	Feb	Mar	April	May	June	July	Aug	Sept	Oct	Nov	Dec
<b>Well Average Depth 2019</b>	9.3	9.0	9.3	10.2	10.2	10.3	10.0	10.3	10.7	11.7	12.2	10.4
<b>Well Average Depth 2020</b>	10.3	10.1	10.0	10.0	10.4	10.2	9.9	10.4	11.3	12.2	12.8	12.5
<b>Well Average Depth 2021</b>	10.5	9.7	9.7	10.0	10.1	10.5	11.3	12.1	12.7	12.6	10.5	9.6
<b>Well Average Depth 2022</b>	9.6	9.7	9.5	9.7	9.4	10.0	11.0	12.3	13.0	13.5	13.7	10.1
<b>Well Average Depth 2023</b>	7.8	9.3	7.8	9.2	9.3							

