

PROFESSIONAL SERVICES AGREEMENT FOR INTERIM GENERAL MANAGER

This Professional Services Agreement ("Agreement") is made and effective as of [REDACTED] day of [REDACTED], 2025 (the "Effective Date"), by and between the San Simeon Community Services District ("District"), a political subdivision of the State of California (the "District"), and Geoff English ("Professional") (each individually a "Party," and collectively the "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:

RECITALS:

- A. District wishes to secure the services of an interim General Manager.
- B. Professional possesses the necessary experience and specialized skills to perform the required duties of interim General Manager and desires to serve as interim General Manager pursuant to the terms of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants entered into between the Parties and in consideration of the benefits that accrue to each, it is agreed as follows:

AGREEMENT

1. RECITALS

The recitals set forth above ("Recitals") are incorporated herein by this reference and made a part of this Agreement. In the event of any inconsistencies between the Recitals and the Sections below, the Sections below will prevail.

2. SERVICES TO BE PERFORMED BY PROFESSIONAL

The District is contracting with Professional only. Professional shall not subcontract or assign the performance of this Agreement in any way.

3. PERFORMANCE

Professional acknowledges that all Services performed under this Agreement shall be performed in a professional manner and shall conform to the customs and standards of practice observed on similar, successfully completed projects by professionals in the Services to be provided. Professional shall adhere to accepted professional standards as set forth by relevant professional associations and shall perform all Services required under this Agreement in a manner consistent with generally accepted professional customs, procedures, and standards for such Services. All work or products completed by Professional shall be completed using the best practices available for the profession.

The District Board shall complete annual performance reviews of Consultant's work.

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 as the primary point of contact.

5. PAYMENT

The District agrees to pay Professional ninety-five dollars and 00/100 (\$95) per hour for services under this Agreement. The Parties acknowledge that Professional is a retired California Public Employees' Retirement System ("CalPERS") annuitant. Professional represents that CalPERS has indicated that Professional is not subject to CalPERS regulations and limitations in public employment. Professional shall immediately notify District in the event Professional is notified of a change in circumstances.

The District agrees to provide Professional mileage reimbursement to attend meetings within the scope of Professional's services under this Agreement. Mileage reimbursement shall only apply for miles driven in excess of Professional's normal commute to the District office. Mileage reimbursement shall be at the IRS Standard Mileage Reimbursement Rate. For the year 2025, the IRS Standard Mileage Reimbursement Rate is seventy cents (\$0.70) per mile.

Schedule of Payment:

Professional will submit invoices monthly for actual services performed and associate expenses. Invoices shall be submitted on or about the first business day of each month, or as soon thereafter as practical, for services provided in the previous month. Payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. If District disputes any of Professional's fees it shall give a written notice to Professional within thirty (30) days of receipt of any invoice of any disputed fees set forth on the invoice. Any final payment under this Agreement shall be made within forty-five (45) days if receipt of an issue thereafter.

6. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE

(a) Professional is at-will. The District may at any time, for any reason, with or without cause, suspend or terminate this Agreement. Professional shall have no property interest in the position and shall not be entitled to any pre-deprivation or post-deprivation disciplinary appeal hearings. 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) Professional 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 Professional for the actual work performed up to the time of termination. Upon termination of the Agreement pursuant to this Section, Professional will submit a final invoice, pursuant to Section 5 of this Agreement. Professional will immediately return all relevant work product in his possession, whether in electronic or hard copy formats, together with any District property in his possession.

7. TERM

This Agreement shall terminate automatically on June 30, 2027, or upon the occurrence of any of the following events:

- (a) Upon the termination of this Agreement by either Party pursuant to Section 6.
- (b) Upon the dissolution of the District or upon its absorption by another governmental entity.
- (c) Upon the appointment of a permanent or replacement General Manager.

8. LAWS TO BE OBSERVED

Professional 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 Professional under this Agreement. If the Scope of Services includes Professional's assistance in applying for governmental or regulatory permits or approvals, Professional'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) Professional shall keep fully informed of all existing and proposed federal, state, and local laws, ordinances, regulations, orders, and decrees which may affect his obligations under this Agreement or the conduct of the services under this Agreement;

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

(d) Immediately report to the District 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.

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

9. OWNERSHIP OF DOCUMENTS

(a) Professional 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. Professional 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. Professional shall provide the District or its designees access 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 Professional .

10. INDEMNIFICATION

(a) Indemnification for Professional Liability. When the law establishes a professional standard of care for Professional's Services, to the fullest extent permitted by law, Professional 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 Professional, its officers, agents, employees, or subcontractors (or any entity or individual that Professional 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, Professional 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 Professional or by any individual or entity for which Professional is legally liable, including but not limited to officers, agents, employees, or sub-contractors of Professional.

(c) District Indemnification of Professional. The District will indemnify Professional to the extent required by Government Code sections 825-825.6.

11. INSURANCE

Professional 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. District may waive or modify the insurance requirements by written agreement, upon request of Professional.

12. UNDUE INFLUENCE

Professional 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 Professional, or from any officer, employee, or agent of Professional, 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.

13. RELEASE OF INFORMATION/CONFLICTS OF INTEREST

(a) All information gained by Professional in performance of this Agreement shall be considered confidential and shall not be released by Professional without District's prior written authorization. Professional shall not, without written authorization from the District 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 Professional gives District notice of such court order or subpoena.

(b) Professional shall promptly notify District, and District shall notify Professional if either Party's 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 Professional retain the right, but have no obligation, to represent Professional and/or be present at any deposition, hearing, or similar proceeding. Professional agrees to cooperate fully with District and to provide the opportunity to review any response to discovery requests provided by Professional. 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.

14. 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: District Board 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
1608 T Street
Sacramento, CA 95811

To Professional: Geoff English
1476 Pamela Court
Templeton, CA 93465

15. ASSIGNMENT OR SUBCONTRACTING

Professional shall not assign or subcontract the performance of this Agreement, nor any part thereof, without the prior written consent of the District.

16. GOVERNING LAW

The District and Professional 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.

17. 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.

18. TIME

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

19. 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.

20. AMENDMENTS

This Agreement may be supplemented, amended, or modified only in writing and only upon the mutual consent of the Parties.

21. ADVICE OF COUNSEL

Professional acknowledges that he has been afforded the opportunity to consult with legal counsel regarding this Agreement, that he has read and understands this Agreement, that he is fully aware of its legal effect, and that he has entered it freely and voluntarily and based on his own judgment. Professional has not relied upon any representations or promises other than those contained in this Agreement.

22. COUNTERPARTS

This Agreement may be executed in counterparts and all so executed shall constitute an agreement which shall be binding upon the Parties hereto, notwithstanding that the signatures of all Parties, and Parties' designated representatives, do not appear on the same page.

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**

By: _____
_____, District Board Chair

GEOFF ENGLISH

By: _____

DISTRICT GENERAL COUNSEL

By: _____
Nubia I. Goldstein

EXHIBIT A

SERVICES/SCOPE OF WORK

Professional shall perform the following services during the Term:

Operate the District office, including answering telephones and responding to email and citizen requests.

- (a) Ensure that the District office is staffed Monday-Thursday from 9:00 a.m. until 4:00 p.m. with a half-hour closure for lunch.
- (b) Maintain District files and records including District Board of Directors ("Board") ordinances, resolutions, and minutes.
- (c) Process customer billing and collection including operation of the District's billing software.
- (d) Prepare and mail customer water and sewer bills.
- (e) Deposit collected funds.
- (f) Maintain records of deposits for auditing.
- (g) Respond to customer inquiries.
- (h) Process accounts receivable, accounts payable, and aged receivables.
- (i) Supervise and coordinate with District's bookkeeper and Assistant to the Interim General Manager.
- (j) Operate District's accounting software/system.
- (k) Set up and attend Board and Reorganization Committee meetings.
- (l) Prepare Board meeting agendas, packets, and minutes.
- (m) Respond to Public Records Act requests.
- (n) Prepare an annual budget with the District Budget Committee.
- (o) Oversee the maintenance of the District's permits and licenses as required by regulatory agencies.
- (p) Work with contracted webmaster to maintain District website.
- (q) Prepare and distribute quarterly newsletter.
- (r) Oversee and prepare grant applications on District's behalf.
- (s) Coordinate with the County of San Luis Obispo ("County") and the San Luis Obispo Local Agency Formation Commission ("LAFCO") to complete the District's dissolution petition.
- (t) Attend meetings about the District's dissolution petition, including meetings with the County and LAFCO.
- (u) Perform other duties as directed by the District Board.

Professional will work on-site at the District office four days per week (Monday – Thursday) in the office and remotely in the professional discretion and subject to the Board's approval.

Professional shall be permitted to take up to five (5) weeks of unpaid leave each calendar year. Professional shall coordinate and schedule any unpaid leave with the District Board Chair.

EXHIBIT B

INSURANCE REQUIREMENTS

Prior to the beginning of and throughout the duration of the work, Professional will maintain insurance in conformance with the requirements set forth below. Professional will use existing coverage to comply with these requirements. If that existing coverage does not meet the requirements set forth here, Professional agrees to amend, supplement, or endorse the existing coverage to do so. Professionals acknowledge 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.

Professional 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 one million dollars (\$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 one million dollars (\$1,000,000) per accident. If Professional owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the general liability policy described above. If Professional will use personal autos in any way on this project, Professional shall provide evidence of personal auto liability.

Workers Compensation on a state-approved policy form providing statutory benefits as required by law with employer's liability limits no less than one million dollars (\$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 twenty-five thousand dollars (\$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 Professional, 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 one million dollars (\$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 Professional 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 one million dollars (\$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 Professional. Professional and District agree to the following with respect to insurance provided by Professional:

1. Professional 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.

2. No liability insurance coverage provided to comply with this Agreement shall prohibit Professional from waiving the right of subrogation prior to a loss. Professionals agree to waive subrogation rights against District regardless of the applicability of any insurance proceeds.

3. All insurance coverage and limits provided by Professional, 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 Professional.

6. All coverage types and limits required are subject to approval, modification, and additional requirements by the District, as the need arises. Professional 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 Professional'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 Professional or deducted from sums due Professional, 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. Professional 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 Professional is intended to apply first and on a primary, noncontributing basis in relation to any other insurance or self-insurance available to District.

10. Professional agrees to ensure that subcontractors, and any other party involved with the project who is brought onto or involved in the project by Professional, provide the same minimum insurance coverage required of Professional. Professional 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.

11. Professional 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 Professional t, 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 Professional'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 Professional, 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 Professional ninety (90) days' advance written notice of such change. If such change results in substantial

additional cost to Professional, 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. Professional acknowledges and agrees that any actual or alleged failure on the part of District to inform Professional 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. Professional 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. Professional 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 Professional'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 coverage.

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. Professional agrees to be responsible for ensuring that no contract used by any Party directly under contract with Professional and involved in the portion of the project under control of Professional reserves the right to charge District or Professional 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. Professional agrees to provide immediate notice to District of any claim or loss against Professional 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.