

Spreckels Veterans Memorial Building  
Home of Lt. Billy Paulson VFW Post 6849

Spreckels Veterans Memorial District  
**REGULAR MEETING OF THE BOARD OF DIRECTORS**  
**Wednesday September 4, 2024 5:30 pm**  
Spreckels Veterans Memorial Building, 5<sup>th</sup> & Llano, Spreckels, CA 93962

**AGENDA**

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

1. CALL TO ORDER:

2. PLEDGE OF ALLEGIANCE:

3. ROLL CALL & ESTABLISHMENT OF QUORUM:

Rick Magno, President  
Walan Chang, Vice-President  
Shaheen Jorgensen, Director  
Darrin Bright, Director

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

5. APPROVAL OF MINUTES:

- a. SVMD Regular Board Meeting June 26, 2024.
- b. SVMD Regular Board Meeting August 7, 2024.

6. GENERAL MANAGER'S REPORT:

- a. Financial Reports April.
  1. Fund Balances as of 8/28/2024.
  2. Budget FY 2025 FYTD to 8/28/2024.

3. Review of Deposits: County Fund 668 June [FY 2024-25 Period 1].
4. Review of Deposits: Five Star General Checking August.
5. Review of Five Star Bank Statements/Reconciliations July 2024.
6. Review of Expenditures July 2024.

7. ACTION ITEMS: DISCUSSION AND POSSIBLE APPROVAL

a. Discussion and Possible Approval:

1. Office of the County Counsel: Agreement for Professional Services.
2. Central Coast Engineering: Proposal-Spreckels Memorial Park Demolition Permit. Cost \$10,300.00.
3. Central Coast Engineering: Proposal-Preliminary/Schematic Design Phase. Estimate \$9,400.00.
4. Central Coast Engineering: Proposal-Basketball Court Ramp-ADA Accessibility. Cost \$9,300.00.
5. Central Coast Engineering: Proposal-Retaining Wall Rebuild. Cost \$7,600.00.
6. Environmental Planning and Design, Inc.: Proposal for Remodel of Existing Racquetball and Basketball Courts. Cost \$5,940.00
7. Willoughby Stainless Fountains [Qty. 3] [additional 2 units]
8. Green Construction Services: Planter Boxes at Tennis Court Bleachers. Cost \$29,000.
9. Memorial Plaques: Signworks. Cost \$9,746.25
10. Memorial Plaques: Wallace Memorial [Bronze]. Cost \$10,597.25.
11. Memorial Plaques: Wallace Memorial [Aluminum]. Cost \$7,046.63.
12. VORTEX: ADA Low Energy Door Closers for Park Restrooms. Cost \$29,289.00.

8. USE REQUESTS:

- a. Monterey County Semper Fi Fraternity USMC 249<sup>th</sup> Birthday Celebration
- b. Special Districts Association of Monterey County Quarterly Dinner Meeting Oct. 15th

9. FUNCTION RECAP:

10. CONTINUED BUSINESS:

- a. Spreckels Town Improvement Fund: SCSD Resolution to Restrict Funds.
- b. Grant Writing Service.
- c. Spreckels 4<sup>th</sup> of July Celebration 2024: Review and final payment to Event Coordinator. Discuss new Event Coordinator process.
- d. SCSD Contract for General and Facilities Management Services.

11. NEW BUSINESS:

12. REGULAR MONTHLY FACILITIES REPORTS:

- a. Review of Building/Equipment Inspection Report.
- b. Review of Park Operations and Safety Report

13. FUTURE AGENDA ITEMS:
14. ADJOURN REGULAR MEETING: Next meeting Wednesday October 2, 2024 5:30 PM.

*2024 Meeting Dates: January 3, February 7, March 13, April 3, May 1, June 5, June 26, August 7, September 4, October 2, November 6, December 4.*

### ADA COMPLIANCE

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

**In Compliance with Government Code section 54957.5**, non-exempt writings that are distributed to a majority or all of the Board in advance of a meeting, may be viewed at Spreckels Veterans Memorial Building, 5<sup>th</sup> and Llano Streets, Spreckels, CA 93962, or at the scheduled meeting. In addition, if you would like a copy of any record related to an item on the agenda, please contact the District during normal business hours. Email requests please use spreckelsmd.main@gmail.com.

### Certification

I, Paul J. Ingram, General Manager/Board Clerk for Spreckels Veterans Memorial District, do hereby declare that the foregoing agenda was posted at least (72) hours prior to the September 4, 2024 Regular Meeting of the District Board of Directors scheduled for 5:30 pm at Spreckels Veterans Memorial Building, 5<sup>th</sup> and Llano Streets Spreckels, CA 93962.

  
Paul J. Ingram, General Manager

Date 9/28/2024

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

*Spreckels Veterans Memorial Building  
Home of Lt. Billy Paulson VFW Post 6849*

Spreckels Veterans Memorial District  
MINUTES OF THE REGULAR MEETING OF THE BOARD OF DIRECTORS  
**Wednesday June 26, 2024 5:30 pm**  
Spreckels Veterans Memorial Building, 5<sup>th</sup> & Llano, Spreckels, CA 93962

1. CALL TO ORDER:

*The meeting was called to order by President Magno at 5:39 pm.*

2. PLEDGE OF ALLEGIANCE:

3. ROLL CALL & ESTABLISHMENT OF QUORUM:

Rick Magno, President  
Walan Chang, Vice-President  
Shaheen Jorgensen, Director  
Carl Christmore, Director  
Darrin Bright, Director

*Present: Magno, Jorgensen, Bright  
Absent: Chang, Christmore*

**QUORUM ESTABLISHED**

4. PUBLIC COMMENTS:

5. APPROVAL OF MINUTES:

- a. SVMD Regular Board Meeting June 6, 2024.  
*Motion to approve [Bright] 2<sup>nd</sup> [Jorgensen].  
Ayes: Magno, Jorgensen, Bright  
Noes: None*

**MOTION CARRIED**

6. GENERAL MANAGER'S REPORT:

- a. Financial Reports April.
1. Fund Balances as of 6/20/2024.
  2. Budget FY 2022 FYTD to 6/20/2024.
  3. Review of Deposits: County Fund 668 May [Period 11].
  4. Review of Deposits: Five Star General Checking May.
  5. Review of Five Star Bank Statements/Reconciliations May 2024.
  6. Review of Expenditures May 2024.

7. ACTION ITEMS: DISCUSSION AND POSSIBLE APPROVAL

a. Discussion and Possible Approval:

1. Transfer \$30,000 from Fund 668 to Five Star General Checking.

***Motion to approve [Bright] 2<sup>nd</sup> [Jorgensen].***

***Ayes: Magno, Jorgensen, Bright***

***Noes: None***

***MOTION CARRIED***

2. Central Coast Engineering: Proposal-Spreckels Memorial Park Demolition Permit. Cost \$10,300.00.
3. Central Coast Engineering: Proposal-Preliminary/Schematic Design Phase. Estimate \$9,400.00.
4. Central Coast Engineering: Proposal-Basketball Court Ramp-ADA Accessibility. Cost \$9,300.00.
5. Central Coast Engineering: Proposal-Retaining Wall Rebuild. Cost \$7,600.00.
6. Willoughby Stainless Fountains [Qty. 3] [additional 2 units]
7. Green Construction Services: Planter Boxes at Tennis Court Bleachers. Cost \$29,000.
8. Resolution 2024-01: Resolution restricting \$20,000 donation from Spreckels Town Improvement Fund to Playground Poured in Place Rubber Surfacing project.

8. USE REQUESTS:

9. FUNCTION RECAP:

10. CONTINUED BUSINESS:

- a. Grant Writing Service.
- b. Spreckels 4<sup>th</sup> of July Celebration 2024.

11. NEW BUSINESS:

12. REGULAR MONTHLY FACILITIES REPORTS:

- a. Review of Building/Equipment Inspection Report.
- b. Review of Park Operations and Safety Report

13. FUTURE AGENDA ITEMS:

14. ADJOURN REGULAR MEETING: Next meeting Wednesday August 7, 2024 5:30 PM.

***The meeting was adjourned at 6:16 pm.***

***2024 Meeting Dates: January 3, February 7, March 13, April 3, May 1, June 5, June 26, August 7, September 4, October 2, November 6, December 4.***

Respectfully submitted,

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

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

*Spreckels Veterans Memorial Building  
Home of Lt. Billy Paulson VFW Post 6849*

Spreckels Veterans Memorial District  
MINUTES OF THE REGULAR MEETING OF THE BOARD OF DIRECTORS  
**Wednesday August 7, 2024 5:30 pm**  
Spreckels Veterans Memorial Building, 5<sup>th</sup> & Llano, Spreckels, CA 93962

1. CALL TO ORDER:

*The meeting was called to order by President Magno at 5:42 pm.*

2. PLEDGE OF ALLEGIANCE:

3. ROLL CALL & ESTABLISHMENT OF QUORUM:

Rick Magno, President  
Walan Chang, Vice-President  
Shaheen Jorgensen, Director  
Carl Christmore, Director  
Darrin Bright, Director  
**Present: Magno, Chang, Jorgensen**  
**Absent: Christmore, Bright**

**QUORUM ESTABLISHED**

4. PUBLIC COMMENTS:

5. APPROVAL OF MINUTES:

- a. SVMMD Regular Board Meeting June 26, 2024.  
*Quorum of members who attended meeting not present. Item tabled.*

6. GENERAL MANAGER'S REPORT:

- a. Financial Reports April.
1. Fund Balances as of 8/7/2024.
  2. Budget FY 2024 FYTD to 6/30/2024.
  3. Review of Deposits: County Fund 668 June [Periods 12 & 13].
  4. Review of Deposits: Five Star General Checking July.
  5. Review of Five Star Bank Statements/Reconciliations June 2024.
  6. Review of Expenditures June 2024.

7. ACTION ITEMS: DISCUSSION AND POSSIBLE APPROVAL

a. Discussion and Possible Approval:

1. Transfer \$40,000 from Fund 668 to Five Star General Checking.

***Motion to approve [Chang] 2<sup>nd</sup> [Jorgensen].***

***Ayes: Magno, Chang, Jorgensen***

***Noes: None***

***MOTION CARRIED***

2. Resolution 2024-02: Resolution Certifying Compliance with State Law for Levying Special Assessments.

***Motion to approve [Chang] 2<sup>nd</sup> [Jorgensen].***

***Ayes: Magno, Chang, Jorgensen***

***Noes: None***

***MOTION CARRIED***

3. Resolution 2024-03: Resolution Ordering an Election

***Motion to approve [Jorgensen] 2<sup>nd</sup> [Chang].***

***Ayes: Magno, Chang, Jorgensen***

***Noes: None***

***MOTION CARRIED***

4. Central Coast Engineering: Proposal-Spreckels Memorial Park Demolition Permit. Cost \$10,300.00.

5. Central Coast Engineering: Proposal-Preliminary/Schematic Design Phase. Estimate \$9,400.00.

6. Central Coast Engineering: Proposal-Basketball Court Ramp-ADA Accessibility. Cost \$9,300.00.

7. Central Coast Engineering: Proposal-Retaining Wall Rebuild. Cost \$7,600.00.

8. Willoughby Stainless Fountains [Qty. 3] [additional 2 units]

9. Green Construction Services: Planter Boxes at Tennis Court Bleachers. Cost \$29,000.

8. USE REQUESTS:

- |                                  |                              |
|----------------------------------|------------------------------|
| a. Genevieve Toribino            | Birthday Party               |
| b. Salinas High Class of 1969    | Reunion                      |
| c. Domingo & Hilda Nazario       | 50 <sup>th</sup> Anniversary |
| d. COPA                          | Meeting                      |
| e. Monterey County Cribbage Club | Tournament                   |

***Monterey County Cribbage Club shall be offered resident rate for a four day event with a 30% discount for a total cost of \$1,260.00. With all other requests, motion to approve [Jorgensen] 2<sup>nd</sup> [Chang].***

***Ayes: Magno, Chang, Jorgensen***

***Noes: None***

***MOTION CARRIED***

9. FUNCTION RECAP:

- a. National Night Out in Park

10. CONTINUED BUSINESS:

- a. Grant Writing Service.
- b. Spreckels 4<sup>th</sup> of July Celebration 2024: Review and final payment to Event Coordinator. Discuss new Event Coordinator process.  
*Payment is withheld until Google Earth continuity documents are updated with 2024 information.*

11. NEW BUSINESS:

- a. Special Districts Association Monterey County Quarterly Dinner Meeting  
*Association is invited to tour facility.*

12. REGULAR MONTHLY FACILITIES REPORTS:

- a. Review of Building/Equipment Inspection Report.
- b. Review of Park Operations and Safety Report

13. FUTURE AGENDA ITEMS:

- 14. ADJOURN REGULAR MEETING: Next meeting Wednesday August 7, 2024 5:30 PM.  
*Meeting was adjourned at 7:36 pm.*

Respectfully submitted,

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

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Paul J. Ingram, General Manager



**SPRECKELS VETERANS MEMORIAL DISTRICT  
FUND BALANCES AS OF 8/28/2024**

<b>COUNTY FUND 668</b>	<b>\$ 63,059.18</b>
<b>FIVE STAR GENERAL CHECKING</b>	<b>\$ 48,814.38</b>
<b>FIVE STAR PAYROLL CHECKING</b>	<b><u>          74.28</u></b>
<b>TOTAL</b>	<b>\$ 111,947.84</b>

	Budget	FYTD		
<b>Income</b>				
July 4th	\$10,000.00	\$192.53	\$9,807.47	1.93%
Memorial Building & Park rent	\$35,000.00	\$7,750.00	\$27,250.00	22.14%
<b>Sub Total</b>	<b>\$45,000.00</b>	<b>\$7,942.53</b>	<b>\$37,057.47</b>	<b>17.65%</b>
Property Tax	\$235,000.00		\$235,000.00	0.00%
Special Assessment	\$44,500.00		\$44,500.00	0.00%
Interest on Pooled Investments	\$1,000.00		\$1,000.00	0.00%
<b>Sub Total</b>	<b>\$280,500.00</b>			
Donation	\$20,000.00	\$20,000.00	\$0.00	
<b>Sub Total</b>	<b>\$20,000.00</b>	<b>\$20,000.00</b>	<b>\$0.00</b>	<b>100.00%</b>
<b>Total Income</b>	<b>\$345,500.00</b>	<b>\$27,942.53</b>	<b>\$317,557.47</b>	<b>8.09%</b>
<b>Expense</b>				
<b>Salaries</b>				
Pay Roll Expenses	\$100,000.00	\$14,583.23	\$85,416.77	14.58%
<b>Employee Benefits</b>				
Workers Comp	\$2,500.00	\$2,057.03	\$442.97	82.28%
<b>Total Salary and Benefits</b>	<b>\$102,500.00</b>	<b>\$16,640.26</b>	<b>\$85,859.74</b>	<b>16.23%</b>
<b>Operations Budget</b>				
<b>4th of July</b>	<b>\$10,000.00</b>	<b>\$1,870.00</b>	<b>\$8,130.00</b>	<b>18.70%</b>
<b>Professional Services</b>				
Audits	\$1,000.00		\$1,000.00	0.00%
Administration Fees	\$3,000.00		\$3,000.00	0.00%
Advertising	\$1,000.00	\$58.11	\$941.89	5.81%
Legal Services	\$2,000.00		\$2,000.00	0.00%
Parcel Management	\$3,875.00		\$3,875.00	0.00%
Bank Fees	\$0.00		\$0.00	#DIV/0!
Property Tax	\$450.00		\$450.00	0.00%
<b>Sub Total</b>	<b>\$11,325.00</b>	<b>\$58.11</b>	<b>\$11,266.89</b>	<b>0.51%</b>
<b>Education</b>				
Board and Staff Education	\$800.00	\$20.00	\$780.00	2.50%
Dues and Subscriptions	\$2,500.00		\$2,500.00	0.00%
<b>Sub Total</b>	<b>\$3,300.00</b>	<b>\$20.00</b>	<b>\$3,280.00</b>	<b>0.61%</b>
<b>MAINTENANCE</b>				
Building Materials	\$1,500.00	\$895.30	\$604.70	59.69%
Electrical Repairs Hall	\$1,000.00	\$440.00	\$560.00	44.00%
Electrical Repairs Park	\$4,000.00	\$481.31	\$3,518.69	12.03%

Equipment Purchase	\$25,000.00		\$25,000.00	0.00%
Equipment Rental	\$1,000.00		\$1,000.00	0.00%
Power Equipment Repairs	\$500.00		\$500.00	0.00%
Plumbing Repairs Hall	\$250.00		\$250.00	0.00%
Plumbing Repairs Park	\$12,000.00		\$12,000.00	0.00%
HVAC	\$2,000.00		\$2,000.00	0.00%
Equipment Maint & Repairs Hall	\$3,000.00		\$3,000.00	0.00%
Equipment Maint & Repairs Park	\$1,000.00	\$982.65	\$17.35	98.27%
Sprinkler Supplies	\$1,000.00	\$1,407.05	-\$407.05	140.71%
Sprinkler System Repairs	\$2,000.00	\$2,093.00	-\$93.00	104.65%
Park Plants	\$1,000.00		\$1,000.00	0.00%
Fuel	\$1,200.00	\$131.33	\$1,068.67	10.94%
Pest Contol	\$400.00	\$65.00	\$335.00	16.25%
Landscape Maintenance Contract	\$25,500.00	\$5,456.00	\$20,044.00	21.40%
Tree Maintenance	\$4,000.00	\$1,503.00	\$2,497.00	37.58%
Turf Treatment	\$6,500.00	\$1,705.00	\$4,795.00	26.23%
Water Treatment	\$1,400.00	\$339.93	\$1,060.07	24.28%
<b>Sub Total</b>	<b>\$94,250.00</b>	<b>\$15,499.57</b>	<b>\$78,750.43</b>	<b>16.45%</b>
<b>Utilities</b>				
PG&E Park	\$4,000.00	\$798.62	\$3,201.38	19.97%
PG&E Hall	\$18,000.00	\$3,241.47	\$14,758.53	18.01%
Water / Park	\$20,000.00	\$5,769.35	\$14,230.65	28.85%
Water / Hall	\$4,000.00	\$737.89	\$3,262.11	18.45%
Sewer	\$2,000.00	\$373.72	\$1,626.28	18.69%
Telephone and Internet	\$4,000.00	\$876.66	\$3,123.34	21.92%
<b>Sub Total</b>	<b>\$52,000.00</b>	<b>\$11,797.71</b>	<b>\$40,202.29</b>	<b>22.69%</b>
<b>Supplies</b>				
Janitorial Supplies	\$4,000.00	\$938.56	\$3,061.44	23.46%
<b>Sub Total</b>	<b>\$4,000.00</b>	<b>\$938.56</b>	<b>\$3,061.44</b>	<b>23.46%</b>
<b>Office/Operating Expenses</b>				
Office Supplies	\$800.00		\$800.00	0.00%
Office Equipment	\$100.00		\$100.00	0.00%
Post Office Box	\$250.00		\$250.00	0.00%
Website	\$600.00		\$600.00	0.00%
Postage and Delivery	\$60.00		\$60.00	0.00%
<b>Sub Total</b>	<b>\$1,810.00</b>	<b>\$0.00</b>	<b>\$1,810.00</b>	<b>0.00%</b>
<b>Insurance</b>				
General Liability / Property Insurance	\$11,000.00		\$11,000.00	0.00%
<b>Sub Total</b>	<b>\$11,000.00</b>	<b>\$0.00</b>	<b>\$11,000.00</b>	<b>0.00%</b>
<b>Total Operations</b>	<b>\$290,185.00</b>	<b>\$46,824.21</b>	<b>\$243,360.79</b>	<b>16.14%</b>
<b>Capital Expense</b>				
Building	\$75,000.00		\$75,000.00	0.00%
Park	\$60,000.00		\$60,000.00	0.00%
<b>Sub Total</b>	<b>\$135,000.00</b>	<b>0</b>		<b>0.00%</b>
<b>Emergency Reserve</b>	<b>-\$99,685.00</b>			

<b>Total Expense</b>	<b>\$325,500.00</b>	\$46,824.21	\$278,675.79	14.39%

## Deposit Summary

Spreckels Memorial District

Summary of Deposits to Five Star General Checking on 08/06/2024

Chk No.	PmtMethod	Rcd From	Memo	Amount
		Precision Alarms		500.00
		Sandra Castellanos	Building Rent	1,800.00
		Spreckels Memorial District	Office Rent	100.00
		Spreckels Memorial District	Office Rent	100.00
		Spreckels Memorial District	SDRMA Quarterly Dinner	60.00
		Ivan Prado	Building Rent	1,800.00
<b>Less Cash Back:</b>				
<b>Deposit Total:</b>				<b>4,360.00</b>

### Deposit Summary

Spreckels Memorial District

Summary of Deposits to Five Star General Checking on 08/09/2024

<b>Chk No.</b>	<b>PmtMethod</b>	<b>Rcd From</b>	<b>Memo</b>	<b>Amount</b>
		Tri-Cities Disposal & Recycling, Inc		65.35
<b>Less Cash Back:</b>				
<b>Deposit Total:</b>				<b>65.35</b>

## Deposit Summary

Spreckels Memorial District

Summary of Deposits to Five Star General Checking on 08/27/2024

Chk No.	PmtMethod	Rcd From	Memo	Amount
		Michael Tavale	Building Rent	500.00
			Deposit	500.00
		Tanimura & Antle	Building Rent	1,000.00
		Dog Training Club	Park Rent	150.00
		Rock Solid Jade	Deposit	500.00
		Salinas Valley AA	Building Rent	1,200.00
		Central Coast Interfaith Sponsors, Inc	Building Rent	1,000.00
		Central Coast Interfaith Sponsors, Inc	Deposit	1,000.00
		Tanimura & Antle	Donation Playground	10,000.00
		Tanimura II, LLC	Donation Playground	10,000.00
<b>Less Cash Back:</b>				
<b>Deposit Total:</b>				<b>25,850.00</b>

### Deposit Summary

Spreckels Memorial District

Summary of Deposits to Five Star General Checking on 08/28/2024

<b>Chk No.</b>	<b>PmtMethod</b>	<b>Rcd From</b>	<b>Memo</b>	<b>Amount</b>
		Spreckels Community Services District	Office Rent	100.00
		Spreckels Community Services District	Reimburse SCSD Sam.gov 5 year rene...	2,995.00
<b>Less Cash Back:</b>				
<b>Deposit Total:</b>				<b>3,095.00</b>



AGREEMENT FOR PROFESSIONAL SERVICES

between the

**SPRECKELS MEMORIAL DISCTRICT**

and the

COUNTY COUNSEL'S OFFICE OF THE COUNTY OF MONTEREY

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

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

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

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

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

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

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

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

5. **CONTRACT ADMINISTRATORS.**

FOR AGENCY:

**SPRECKELS MEMORIAL DISCTRICK**  
**90 Fifth Street**  
**Spreckels, CA 93962**

FOR ATTORNEY:

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

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

**SPRECKELS MEMORIAL DISCTRICK**

**OFFICE OF THE MONTEREY COUNTY COUNSEL**

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

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

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

**SUSAN K. BLITCH**,  
County Counsel

Approved as to Form:

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

EXHIBIT A  
STANDARD PROVISIONS

1. PERFORMANCE STANDARDS

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

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

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

2. PAYMENT CONDITIONS

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

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

3. TERMINATION

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

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

cause, Agency shall pay to Attorney all sums due for services rendered prior to the date of termination.

#### 4. INDEMNIFICATION

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

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

#### 5. INSURANCE

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

#### 6. RECORDS AND CONFIDENTIALITY

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

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

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

at the end of the three-year period, then Attorney shall retain said records until such action is resolved.

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

## 7. INDEPENDENT CONTRACTOR

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

## 10. NOTICES

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

## 11. GENERAL PROVISIONS

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

Agency acknowledges that Attorney represents other clients, including, but not limited to, the County of Monterey, LAFCO of Monterey County, the Transportation Agency of Monterey County, the Water Resources Agency of Monterey County, and the Monterey Bay Unified Pollution Control Agency, which representation may, from time-to-time, present a conflict of interest with the representation of Agency. Attorney shall promptly inform Agency of any

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

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

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

END OF EXHIBIT A

## EXHIBIT B

### SCOPE OF SERVICES

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

END OF EXHIBIT B



## EXHIBIT C

## HOURLY RATES

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

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

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

## TRAVEL

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

END OF EXHIBIT C

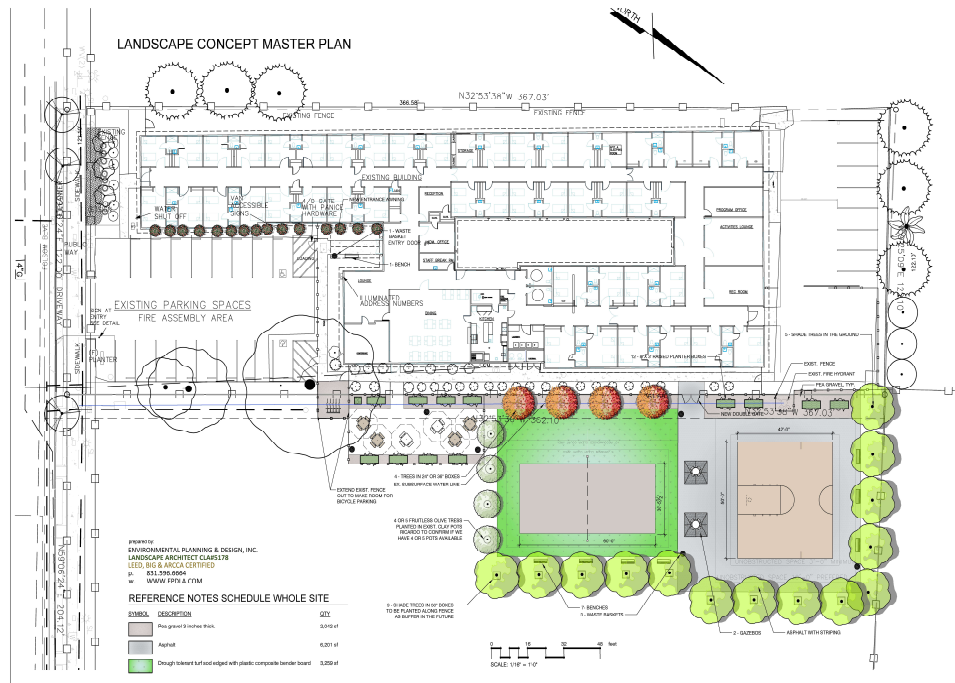
# PROPOSAL FOR DESIGN SERVICES – AGREEMENT BETWEEN CLIENT AND LANDSCAPE ARCHITECT

This Agreement, effective as of \_\_\_\_\_, 2024 is between the Client (Owner Representative)/ Architect:

Central Coast Engineers  
21 West Alisal Street, Suite 104  
Salinas, CA 93901  
Phone 831.424.4620  
Fax 831.424.4408

and Environmental Planning & Design, Inc. (EPD, Inc.)  
50 Corral de Tierra Road  
Salinas CA 93908  
Phone 831.596.6664

for the following project:  
Spreckels Memorial Park  
Remodel of the exist. Racquetball & basketball courts  
Lot 11 & 12, Block M  
APN 177-055-178-000  
Spreckels, CA



Sample graphic for landscape concept master plan

## **Article 1 LANDSCAPE ARCHITECT'S BASIC & ADDITIONAL SERVICES**

Outlined below are the proposed tasks to be accomplished.

### **Scope of Services:**

#### CONCEPT DESIGN (36 hours)

1. Obtain electronic version of the survey & concept ramp plans from architect.
2. Site visit: meet engineer and take photographs, verify exist, trees and other plant material.
3. Attend and participate in community meeting to gather information about site requirements for maintenance tools & waste storage, and public request for type of courts/ recreational use areas.
4. Prepare base map sheet for landscape architectural services.
5. Prepare preliminary landscape concept study: elements may include an enclosed maintenance shed for public works staff, waste bin enclosure with driveway/ easy access to street for pickup, a ramp to provide ADA access to all proposed destinations (recreational courts, patio, etc.), planted areas and pathways to connect.
6. Coordinate preliminary design concept with Central Coast Engineers.
7. Color plan for public presentation.
8. Present preliminary landscape concept plan at Community meeting.
9. Revise plan per review comments.
10. Submit landscape concept master plan to Central Coast Engineers.

#### ADDITIONAL SERVICES

Any additional presentations, drawings or documents not identified in the Scope of Services will be considered additional services. Additional services are provided only as authorized and on an hourly basis unless otherwise approved.

### 3.0 PRODUCTS

(1) Landscape Concept Master Plan

## **Article 2 CLIENT'S RESPONSIBILITIES**

- A. Client agrees to provide Landscape Architect with all information, surveys, reports, and professional recommendations and any other related items requested by Landscape Architect to provide its services. Landscape Architect may rely on the accuracy and completeness of these items.
- B. Client agrees to advise Landscape Architect of any known or suspected contaminants at the Project site. Client shall be solely responsible for all subsurface soil conditions.
- C. Client will obtain and pay for all necessary permits from authorities with jurisdiction over the Project.
- D. Client agrees to provide the items described in Article 2.A and to render decisions in a timely manner so as not to delay the orderly and sequential progress of Landscape Architect's services.

**Article 3 ESTIMATED SCHEDULE AND COMPENSATION**

COMPENSATION

Landscape Concept Plan (36 hours) .....\$5,940

HOURLY RATES AND REIMBURSABLE EXPENSES:

Compensation amount is based on landscape architects’ rate of \$165/hour. All costs for photography, printing, special delivery, insurance certificate charges, horticultural soils analysis, City business licenses and fees, consultant services, and all other costs directly related to the project will be billed as a reimbursable expense at cost plus fifteen percent administration charge.

TIME SCHEDULE

90% of the Preliminary Landscape Concept Plan shall be completed by \_\_\_\_\_.

FEE PAYMENT AND SCHEDULE

The Landscape Architect shall be compensated for these services of the fixed fee amounts and/or hourly rates plus those charges for additional services and reimbursable expenses as follows:

Retainer Fee .....	\$2,970
Completion Fee.....	\$2,970

Additional services shall be billed on an hourly basis in accordance with the hourly designer rate the time the services are rendered. Landscape Architect shall bill Client for Basic and Additional Services and Reimbursable Expenses once a month. All payments are due to Landscape Architect upon receipt of invoice. An amount equal to 3% of outstanding bill per month will be charged on all amounts due more than 30 days after the date of invoice.

**Article 4 CONTRACT ACCEPTANCE & TERMINATION**

CONTRACT ACCEPTANCE

This offer is valid for 30 days. If this proposal is satisfactory and acceptable to you, please sign and return it to me for my files.

CONTRACT TERMINATION

Either Client or Landscape Architect may terminate this agreement upon seven days’ written notice. If terminated, Client agrees to pay Landscape Architect for all basic and additional services rendered and reimbursable expenses incurred up to the date of termination. Upon not less than seven days’ written notice, Landscape Architect may suspend the performance of its services if Client fails to pay Landscape Architect in full for services rendered or expenses incurred. Landscape Architect shall have no liability because of such suspension of services or termination due to Client’s nonpayment.

**Article 5 MISCELLANEOUS PROVISIONS**

In recognition of the relative risks and benefits of the project to both the Client and the Landscape Architect, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of the Landscape Architect his/her sub consultants and all of their employees, agents and officers to the Client on the project for any and all losses, claims, costs, damages of any nature whatsoever or claims expenses from any cause or causes, so that the total aggregate liability of the Landscape Architect to all those named shall not exceed the Landscape Architect’s total fee for services rendered on this project. Such claims and causes include but are not limited to negligence, professional errors or omissions, strict liability, breach of contract or warranty.

AGREED & AUTHORIZED TO PROCEED



09/03/2024

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Owner Representative: Name, Title, Date

---

Environmental Planning & Design, Inc.  
Marion Weaver, Date  
Landscape Architect, CLA #5178

## PROFESSIONAL SERVICES AGREEMENT

This agreement entered this \_\_\_\_\_ day of \_\_\_\_\_, 2024 is between Architect/Owner Representative, \_\_\_\_\_ (hereinafter called Client) and Environmental Planning & Design, Inc. (hereinafter called Consultant) for the purpose of providing Owner/Owner Representative with Consultant's Professional services.

It is contemplated that, from time to time, Client will request Consultant to provide certain Professional services and that at that time Client and Consultant will execute a Professional Services Work Order which will incorporate by reference the terms and conditions of this Professional Services agreement. By executing this Professional Services agreement, the Client is not bound to retain Consultant and Consultant is not bound to perform any services absent a subsequent, validly executed Professional Services Work Order.

### Article I Consultant's Services.

Consultant will be obligated to provide such services as are described in the attached Professional Services Work Order. The Consultant's services will be performed in accordance with generally accepted professional practices and standards for the locality in which the services are provided and for the intended use of the project at the time such services are performed, and the Consultant makes no warranty either expressed or implied.

### Article II Client's Responsibilities

The Client shall provide complete and accurate, and timely information regarding its requirements for the project and shall designate by name a project representative authorized to act on its behalf. The Client shall examine documents or other instruments of service submitted by the Consultant and shall render any decisions necessary promptly in order to avoid unreasonable delay. The Client shall also provide any additional services, other than those which Consultant is responsible to provide, which are reasonably necessary to complete the project, including but not limited to accurate and complete surveys, geotechnical engineering services, testing services and inspection and reports required by law. Client shall also plan for Consultant's access to any location required for Consultant to provide its services. Client agrees to advise Consultant of any known or suspected contaminants at the Project site. Client shall be solely responsible for all subsurface soil conditions. The client will pay for all necessary permits from authorities with jurisdiction over the project.

### Article III Ownership of Documents

Drawings, specifications, and any other instruments of service to be provided by Consultant shall not be used by the Client on any other project or for completion of this project by others without the written authorization of Consultant.

### Article IV Successors and Assigns

The Client and Consultant each bind themselves, their successors and permitted assigns to the agreement. Neither Client nor Consultant shall assign or transfer its interests in this agreement without the prior written consent of the other; however, Consultant shall have the right to subcontract portions of the services to qualified sub consultants.

Article V Miscellaneous Provisions.

- A. Neither party shall hold the other responsible for damages or delays in performance caused by acts of God, strikes, lockouts, accidents or other events or conditions beyond the other party's control.
- B. In the event any provisions of this agreement shall be held to be invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provisions, term, condition, or covenant shall not be construed by the other party as a waiver of a subsequent breach of the same by the other party.
- C. This agreement may be terminated by either party following their providing the other party with reasonable written notice and opportunity to cure any breach in the event of substantial failure of the other party to perform in accordance with the terms of this agreement and/or the applicable Professional Services Work Order.
- D. This agreement and any applicable Professional Services Work Order constitute the entire agreement between the parties and there are no conditions, agreements or representatives between the parties except as expressed in said documents. It is not the intent of the parties to this agreement to form a partnership or joint venture.
- E. All claims, disputes and other matters in question between the parties to this agreement, arising out of or relating to this agreement or the breach thereof, shall be submitted to non-binding Mediation under the auspices of a mutually agreed upon Mediation Service experienced in handling construction related disputes prior to initiation of any lawsuit or other litigation unless the parties mutually agree otherwise. The cost of said Mediation shall be split equally between the parties. This agreement to mediate shall be specifically enforceable under the prevailing law of the jurisdiction in which this agreement was signed.  
In the event any matter is litigated the parties hereby agree to waive their right to trial by jury and agree that any dispute shall be decided by a court trial without a jury or if that is not permitted, by Judicial Reference pursuant to California Code of Civil Procedure Section 638 et seq.
- F. The Consultant shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to pollution or hazardous materials in any form at the Project site, including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB), mold and/or fungi or other toxic substances.

- G. Client agrees and covenants to limit the liability of the Consultant, their sub consultants and all of their employees, agents and officers (hereinafter the Consultant) to the Client, such that the total aggregate liability of the Consultant to all those named shall not exceed the Consultant's total fee for the services rendered on this project. Neither Consultant nor Client shall be liable to the other for consequential or indirect damages of any kind.
- H. This Agreement and all related obligations and services are intended for the sole benefit of Client and Consultant and are not intended to create any third-party rights or benefits except as expressly set forth herein.

In witness thereof, the parties hereto have accepted, made and executed this agreement upon the terms, conditions and provisions above stated, the day and year first above written.

Client:

Consultant:



09/03/2024

---

Name, Title, Date

---

Environmental Planning & Design, Inc.  
 Marion Weaver, Date  
 Landscape Architect, CLA #5178



Signworks  
 1805A Contra Costa Street Sand City, CA 93955  
 sales@signworksmonterey.com  
 (831) 899-8700  
 EIN #: 81-3355111  
 DIR #: 1000060439  
 License #: 1017907  
 www.signworksmonterey.com



# Quote 508667

## Memorial Plaques (Bronze Option)

QUOTE DATE  
07/09/2024  
 QUOTE DUE DATE  
07/09/2024  
 QUOTE EXPIRY DATE  
08/08/2024  
 TERMS  
50/50

REQUESTED BY  
Spreckels Veterans Memorial District

CONTACT INFO  
 Shaheen Jorgensen  
 spreckelsvmd.sjorgensen@gmail.com  
 (831) 776-8167

#	ITEM	QTY	UOM	U.PRICE	TOTAL (EXCL. TAX)	TAXABLE
1	<b>Notes</b> Design: Layout Will Be Sent for Approval 3-5 Days of Estimate Approval + Deposit  <b>Production Lead Time:*</b> • <b>Printed Signs:</b> 7-10 Business Days • <b>Blasted/Routed/Painted Signs:</b> 3-6 Weeks • <b>ADA:</b> 4-8 Weeks • <b>Monuments:</b> 4-10 Weeks After Layout Approval* * Day of Approval Does Not Count as a Production Day.  <b>Art files:</b> Print as is unless a print sample or color match (PMS or Paint) is requested * Additional cost may incur  <b>Color(s):</b> Colors on screen may vary and appear different than actual printed product	1	Each	\$0	\$0	Y
2	<b>Graphic Design</b> Estimated File Set up/Design: 1 Hour(s)*  Client to provide vector artwork  * Additional Design Will Be Billed @ \$120/HR * Does not Include Permit Packet Design	1	Hr	\$120.00	\$120.00	N
3	<b>Bronze Tooled Plaque Option</b> Width 32" Height 22" Depth 5/16" Plaque Environment Indoors/Outdoors Copy Finish Raised Copy - Brushed Edge Finish Standard Painted Edges Recessed Color Black (2025) Raised Color N/A Includes Braille No Background Texture Leatherette Border No Border Clear Coat Standard Satin Clear Coating Portrait Options None	2	Each	\$4,150.00	\$8,300.00	Y

**WALLACE MEMORIAL, INC.**

P.O. Box 388  
 Salinas, CA 93902  
 Phone # (831) 424-6751  
 info@wallacememorial.com  
 www.wallacememorial.com



**Estimate**

Date	Estimate #
8/23/2024	10117

Name / Address
Spreckels Veterans Memorial District Shaheen Jorgensen 831-776-8167 spreckelsvmd.sjorgensen@gmail.com

Cemetery/Ship To
Spreckels

Qty	Item	Description	Cost	Total
2	Bronze	30 x 22 Bronze Plaque (Spreckels Veterans Memorial Park)	3,875.00	7,750.00T
6	Bronze	Loose Bronze Emblems (Approx 5.5" diameter, round shape)	325.00	1,950.00T
		1. Air Force 2. Navy 3. Army 4. Marines 5. Cost Guard 6. Space Force		
		Sales Tax	9.25%	897.25

<b>Total</b>	<b>\$10,597.25</b>
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Estimate pricing may need to be updated to reflect any changes in prices which have occurred since the date the estimate was written. Wallace Memorial, Inc. may contact you concerning the status of this estimate. Contact may be by phone, mail or email.

**WALLACE MEMORIAL, INC.**

P.O. Box 388  
 Salinas, CA 93902  
 Phone # (831) 424-6751  
 info@wallacememorial.com  
 www.wallacememorial.com



**Estimate**

Date	Estimate #
8/23/2024	10120

Name / Address
Spreckels Veterans Memorial District Shaheen Jorgensen 831-776-8167 spreckelsvmd.sjorgensen@gmail.com

Cemetery/Ship To
Spreckels

Qty	Item	Description	Cost	Total
2	Bronze	30 x 22 Aluminum Plaque (Spreckels Veterans Memorial Park)	2,250.00	4,500.00T
6	Bronze	Loose Bronze Emblems (Approx 5.5" diameter, round shape)	325.00	1,950.00T
		1. Air Force 2. Navy 3. Army 4. Marines 5. Cost Guard 6. Space Force		
		Sales Tax	9.25%	596.63

			<b>Total</b>	\$7,046.63
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Estimate pricing may need to be updated to reflect any changes in prices which have occurred since the date the estimate was written. Wallace Memorial, Inc. may contact you concerning the status of this estimate. Contact may be by phone, mail or email.



# PROPOSAL

1-800-698-6783

<b>To</b> SPRECKELS VETERANS MEMORIAL BLDG PO BOX 7266 SPRECKELS CA 93962	<b>Site</b> SPRECKELS VETERANS MEMORIAL BUILDING 90 5TH STREET SPRECKELS CA 93962	<b>Date</b> 8/27/2024
Attn. SPRECKELS MEMORIAL BLDG		
<b>Ref. #</b> SQ-534841	<b>Phone Fax</b> (831) 455-2022	<b>Job Phone</b> (831) 756-2269

In accordance with the terms and conditions stated hereinafter, and on the following pages, we propose to provide the following doors and / or repair work (hereinafter referred to as the "Product") on the following terms.

We propose to furnish, deliver, and install the following subject to the terms noted below:

Four (4) new **Low Energy Door Operator** for your existing Doors to meet ADA Regulations. This includes the following benefits:

- ☑ **Applicable to all interior and exterior applications of low energy (ADA) requirements**
- ☑ **Handles all types of traffic conditions and door sizes with weights up to 250 lbs.**
- ☑ **Adjustable hold-open time**
- ☑ **Reliable operation**
- ☑ **Can be integrated with all key and card security systems**
- ☑ **Power assist close guarantees latching**
- ☑ **Provides controlled access to secured areas**
- ☑ **Handicap compliant**

This includes mounting the unit above the door, adjustments to the door to meet your needs, lubrication of all points of friction, and our Standard Quality Assurance & Safety Check.

**FOR THE TOTAL NET SUM OF.....\$29,289.00**

\*\*\*Please note site visit is required to validate this quote\*\*\*  
\*\*\*Customer must provide 115 volt power\*\*\*



Please note this bid INCLUDES the following:

1. Vortex Exclusive **one (1) year Limited Warranty**.
2. Work to be scheduled during regular business hours (M-F 7:30a-4:30p) unless otherwise stated.
3. Removal and disposal of damaged material.

Please note this bid DOES NOT INCLUDE the following:

1. Any finish work or finish paint, if necessary.
2. Any item not called out above.
3. Prevailing Wage Rates if required are not included unless specified.
4. Any electrical not with 2' of door area.

Thank you for this opportunity to be of service

<input checked="" type="checkbox"/> Customer to list days or hours Vortex cannot do the work: _____	
Payment Terms: <u>35</u> % on deposit. Balance due upon Completion.	
This offer is good for 30 days. <b>SIGNED COPY MUST BE RETURNED TO OUR OFFICE WITH DEPOSIT.</b> Offer may be revoked by Vortex at any time prior to acceptance. Hidden or unanticipated damages and/or services not included in proposal. Proposal also does not include costs of prevailing wages, if required, unless specifically identified herein.	
NOTICE TO PROPERTY OWNER: If bills are not paid in full for the labor, services, equipment, or materials furnished or to be furnished, a mechanic's lien leading to the loss, through court foreclosure proceedings, of all or part of your property being so improved may be placed against the property even though you have paid your contractor in full. You may wish to protect yourself against this consequence by (1) requiring your contractor to furnish a signed release by the person or firm giving you this notice before making payment to your contractor or (2) any other method or device which is appropriate under the circumstances.	
Any questions concerning a contractor may be referred to the Registrar, Contractors' License Board, 3132 Bradshaw Road, Sacramento, California. Mailing address: P.O. Box 26000, Sacramento, California 95862.	
IMPORTANT: See following pages for additional terms, including limitations of warranty and limitations of liability which are part of this proposal, and will constitute terms of your contract with Vortex. Customer is added to our General Liability policy as Additional Insured only when required by written contract with Customer.	
Accepted:	("Customer") <b>VORTEX INDUSTRIES, LLC. ("VORTEX")</b>
By	By Jose Flores (SCC)
Date	Date 8/27/2024

## LIMITED WARRANTY

1. **APPLICABLE PERIOD.** The VORTEX warranty for materials or labor (as appropriate) is applicable to cover problems promptly reported in writing within the following periods specified:
  - 1.1 **NEW PRODUCT INSTALLATIONS.**
    - A. Heavy Duty Rolling Steel Doors and Hollow Metal Doors - Five Year Limited Warranty, as follows: 1<sup>st</sup> year - 100% Material and Labor, 2<sup>nd</sup> year - 100% Material, No Labor, 3<sup>rd</sup> year - 20% Material, No Labor, 4<sup>th</sup> and 5<sup>th</sup> Year - 10% Material, No Labor.
    - B. Overhead, Glass Entrance and Light Weight Rolling Steel Doors, Motors and Other New Product Installation - Three Year Limited Warranty, as follows: 1<sup>st</sup> year - 100% Material and Labor, 2<sup>nd</sup> year - 20% Material, No Labor, 3<sup>rd</sup> year - 10% Material, No Labor.
  - 1.2 **REPAIRS.**
    - A. Repairs Performed as Recommended by VORTEX: 100% Materials for 1 year, and 90 days Labor. B. Limited Scope Repairs - No Warranty.
2. **LIMITED WARRANTY.** OUR WARRANTY IS FURTHER LIMITED AS FOLLOWS:
  - 2.1 Our warranty shall not extend to or cover deterioration due to rust resulting from (i) damage to the door section finish caused by fire, other accident or casualty, vandalism, radiation, harmful fumes or foreign substances in the atmosphere, (ii) occurring as a result of any physical damage after the door left our control, or (iii) failure to provide reasonable, necessary and proper maintenance (see paragraph 3 below).
  - 2.2 Our warranty shall not extend to or cover any damages or claims with respect to any products that in any way or degree have been altered, processed, misused or improperly handled or installed.
  - 2.3 VORTEX does not warrant conformity with any building or fire codes. Customer is responsible for obtaining any required permits and giving any required notices.
  - 2.4 WE MAKE NO OTHER WARRANTIES, REPRESENTATIONS OR COVENANTS, EXPRESS OR IMPLIED, AS TO ANY MANNER WHATSOEVER WITH RESPECT TO THIS PRODUCT EXCEPT FOR ANY IMPLIED WARRANTY REQUIRED BY APPLICABLE LAW, AND ANY SUCH IMPLIED WARRANTIES SHALL BE LIMITED IN DURATION TO A PERIOD OF ONE YEAR FROM THE DATE OF PURCHASE.
  - 2.5 IN THE EVENT OF THE BREACH OF THE WARRANTY DESCRIBED ABOVE, VORTEX'S SOLE RESPONSIBILITY SHALL BE TO REPAIR OR REPLACE ANY PRODUCT WHICH PROVED TO HAVE BEEN DEFECTIVE DURING THE WARRANTY PERIOD. In the event VORTEX fails to or elects not to repair or replace the defective products, VORTEX'S responsibility shall be limited to the damages specified in Section 5 below.
  - 2.6 This warranty gives you specific legal rights, and you may also have other rights which vary from state to state.
  - 2.7 Only an authorized corporate officer of VORTEX may modify or add to the warranties set forth above, and any such modification or addition must be in writing and separately executed by such corporate officer.
3. **OWNER'S RESPONSIBILITY.**

The proper operation and maintenance of your doors is critical. If your door is equipped with a hand chain or pull rope, control its speed and do not let it slam up or slam down. If you operate your door slowly and carefully, it should last many years. However, the useful life of the doors and their component parts is not unlimited, and to assure the safe and proper operation, it is imperative that doors be serviced and inspected every six months for long life and easy operation. Failure to do so will void the warranty. You are encouraged to contact VORTEX for details on available **Preventive Maintenance** programs.

On such iron or steel surfaces painted by VORTEX with prime coat as are exposed to the weather, Customer agrees to complete painting with a finish coat or coats of a color of Customer's choice.
4. **FURTHER CONDITIONS OF WARRANTY.** The foregoing warranty shall be voided and products and services shall be deemed sold "as is" with all faults:
  - 4.1 if the related invoice is not paid within thirty (30) days;
  - 4.2 if repairs or alterations are made by anyone other than VORTEX;
  - 4.3 until any "Recommendation for Additional Work Needed" is authorized in writing by Customer and completed by VORTEX.

You must give us the job number when first calling for warranty service or you will be billed for the work.
5. **LIMITATIONS OF LIABILITY.**
  - 5.1 THE LIABILITY OF VORTEX FOR DAMAGES OR INDEMNITY, IF ANY, SHALL BE LIMITED TO THE AMOUNT OF THE CHARGES PAID BY CUSTOMER TO VORTEX WITH RESPECT TO THE SPECIFIC PRODUCTS OR SERVICES.
  - 5.2 IN NO EVENT, REGARDLESS OF THE FORM OF THE ACTION, WHETHER IN CONTRACT OR IN TORT, INCLUDING NEGLIGENCE, SHALL VORTEX BE LIABLE FOR INCIDENTAL DAMAGES, CONSEQUENTIAL DAMAGES, LOST PROFITS, OR LOST SALES, NOTWITHSTANDING THE FACT THAT VORTEX MAY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

## FURTHER TERMS AND CONDITIONS

**PAYMENT TERMS.** The Company that called us is responsible for paying the bill. VORTEX provides emergency repair services, and time is of the essence to the performance by the parties of their obligations. Service bills are due and payable upon completion of work. Hours are calculated from the time the man leaves our shop until he returns. Minimum service charge is one hour at the current hourly rate. Customer further grants to VORTEX a security interest in all products furnished to customer. In event of default, VORTEX shall have, in addition to all rights provided by law, the right to repossess all products and to remove doors supplied. Overdue accounts shall accrue interest from the date payment on the account is overdue, at 10% per annum, or the maximum legal rate, whichever is greater.

**WORK HOURS.** VORTEX standard work hours are Mon. – Fri. 8:00 a.m. – 4:30 p.m. VORTEX's standard rates shall be increased for work performed during other hours. VORTEX must be notified of any days or times during which scheduled work cannot be done. A refused field trip will be charged for.

**SITE PREPARATION.** Customer, at its expense, shall assure that the wall construction around the opening is suitable for supporting all doors, door seals, accessories, and other items, and that there is proper clearances for their reception. When VORTEX is to provide erection, Customer at its expense shall assure that the openings into which the items or around which the items are to be installed are complete, unobstructed, and available to VORTEX mechanics or subcontractors without delay or interruption to their work. Customer warrants safety and suitability of the structure for reception of VORTEX'S materials and agrees to hold VORTEX and its subcontractors harmless from liability attributed thereto. Unless otherwise expressly stated, this work order does not include the preparation or furnishings by VORTEX of openings, sills, jamba, lintels, structural members to which doors or accessories are to be attached, or glass or glazing, or when motor operators are furnished, any wire, fuses, or conduits, or any auxiliary steel work for carrying supporting or attaching power units. Electrical hookup and hauling away of old materials is not included in the work order. Customer acknowledges that unloading, hoisting, storage and protection of materials is the sole responsibility of the Customer.

**PERFORMANCE EXCUSED.** VORTEX shall not be liable to Customer in any manner for failure or delay to fill an order placed herein, or other failures to perform as a result of strike or other labor trouble, fire, flood, material or labor shortage, embargo, stoppage in transit, direct or indirect acts, regulations or orders of any governmental body, war, sabotage, act of God or public enemy, or other cause beyond the control of VORTEX including nonperformance of conditions precedent by Customer such as the furnishing of specifications of wall openings or other information, approval of or other action upon drawing.

**ENFORCEMENT OF CONTRACT.** This contract (subject only to modification by any subsequent, and fully executed, written repair work order) constitutes the entire agreement of the parties with respect to the proposed work. There are no oral agreements made or allowed between the parties. All parties agree that interpretations and enforcement of the contract shall be subject to the laws of the state of California and any action brought to enforce any provision of the agreement shall be in the jurisdiction and venue of the courts of Orange County, California. In the event of any action or proceeding to enforce this agreement or arising out of any breach of this agreement, the prevailing party herein shall be entitled to recover reasonable attorney's fees and costs therein incurred.

**ANY QUESTIONS CONCERNING A CONTRACTOR MAY BE REFERRED TO THE REGISTRAR, CONTRACTORS' LICENSE BOARD, 9821 BUSINESS PARK DRIVE, SACRAMENTO, CALIFORNIA, 95827. MAILING ADDRESS: P. O. BOX 26000, SACRAMENTO, CALIFORNIA, 95826. WEBSITE: [WWW.CSLB.CA.GOV](http://WWW.CSLB.CA.GOV).**

# SPRECKELS MEMORIAL DISTRICT

P.O. BOX 7266 \* SPRECKELS, CA 93962

USE REQUEST FOR SPRECKELS MEMORIAL BUILDING AND/OR FACILITIES

MCSFF

MONTEREY COUNTY SEMPER FRATERNITY JONI MADOLORA

Organization Name

Contact Person

420 W. ACACIA ST

SALINAS CA 93901

Mailing Address

City & Zip Code

831.594.5485

Work Telephone #

Home Telephone #

Cell Phone #

DATE OF FUNCTION:

SUNDAY NOVEMBER 10, 2024

Day of Week, Date & Year

TYPE OF FUNCTION:

USMC 249th BIRTHDAY CELEBRATION

Circle areas of use required:

Kitchen

Barbeque Room

Bar Facilities: Yes - No

Meeting Room

Sanquet Room

Dancing: Yes - No

Auditorium

Other \_\_\_\_\_

PA System: Yes - No

10 Round Tables w/ Linens

3 Long Tables w/ Linens

1 Butler Cart w/ wheels

HOURS OF USE: 1700 to 2100

NUMBER OF GUESTS 75

SETUP 0900

PLEASE NOTE: No guests will be allowed in building until contract starting time. Loss/Damage and Cleaning Deposit is due within 7 days after contract approval. Balance of rent is due 10 days prior to function.

SIGNATURE

Joni Madolora

DATE

August 21, 2024

### FOR OFFICE USE ONLY:

Rental Fee	\$ _____	LD&C Deposit	\$ _____
Approval Date	_____	Disapproved on	_____
# of Security Required	_____	Postponed	_____
DATE DEPOSIT RECEIVED	_____	CASH _____	CHECK# _____
DATE BALANCE RECEIVED	_____	CASH _____	CHECK# _____
DATE RETURNED LD&C MAILED	_____	AMOUNT \$ _____	CHECK# _____

Check# 3822 \$500



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

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

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

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

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

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

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

AYES:

NOES:

ABSENT:

Signed,

Michael McTighe, President

Attest,

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





SCHEDULE OF MONTHLY BUILDING EQUIPMENT INSPECTION

CHECK FOR PROPER OPERATION ON AIR CONDITION UNIT FOR:

" Needs maintenance for A/C "

AUDITORIUM

BANQUET ROOM

KITCHEN

LOUNGE

MEETING ROOM

Date

9-4-2024

INSPECT ALL ROOF AIR CONDITION AND HEATER DUCTS

INSPECT EXHAUST FANS FOR PROPER OPERATION AND LUBRICATION ON:

KITCHEN HOOD

DISHWASHER

BATHROOM

OFFICE

Banquet Room

SIGN AND SUBMIT AT MONTHLY BOARD OF DIRECTORS MEETING

Date

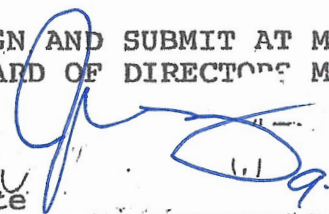
9-4-2024

SCHEDULE OF WEEKLY BUILDING EQUIPMENT INSPECTION

	Week #1	Week #2	Week #3	Week #4
INSPECT ALL (4) HOT WATER HEATERS FOR: LEAKS	✓	✓	✓	✓
" " PILOT LIGHTS	✓	✓	✓	✓
CHECK EMERGENCY LIGHTING BATTERY	✓	✓	✓	✓

SIGN AND SUBMIT AT MONTHLY BOARD OF DIRECTORS MEETING

Date



9-24-2024