

WRIGHTWOOD  
COMMUNITY  
SERVICES DISTRICT

MARCH 5, 2019  
REGULAR  
BOARD MEETING



## WRIGHTWOOD COMMUNITY SERVICES DISTRICT

P.O. Box 218 Wrightwood, CA 92397

### Notice

Regular Meeting of the Board of Directors  
Tuesday, March 5, 2019-7pm  
Wrightwood Community Building  
1275 State Highway 2, Wrightwood, CA

### Agenda

#### 7:00 PM – Call to Order

1. Pledge of Allegiance
2. Roll Call
3. Agenda Approval
4. Public Comments: *Pursuant to Government Code Section 54954.2(a), any request for a disability-related modification or accommodation, including auxiliary aids or services, that is sought to participate in the above-agenized public meeting, should be directed to the Chair at any time prior to the meeting. Under this item, any member of the public wishing to directly address the Board on any item of interest that is not within the subject matter jurisdiction of the Board may do so now. However, the Board is prohibited by law from taking any action on any item not appearing on the agenda unless the action is otherwise authorized by the Brown Act. Any member of the public wishing to directly address the Board on any item listed on the agenda may do so when the item is being considered by the Board. Pursuant to Section 2.3.2 of Ordinance No 2017-1 adopted by the Board on July 1, 2017, the Chair may limit each speaker to a comment period of three (3) minutes or less.*
5. Agency Reports
6. Consent Calendar
  - 6a. February 19, 2018 Special Board Meeting Minutes
  - 6b. Mid-Year 2018/19 Budget adjustment
7. General Managers Report
8. February Financials
9. Wrightwood CERT Variance Request: Discussion and Possible Action
10. Wrightwood Blues Society Proposal: Discussion and Possible Action
11. Support Letter Wrightwood Wind Energy Project: Discussion and possible Action
12. Sunshine Ordinance Review: Board Meeting Start Time
13. Capital Improvement Plan: Discussion and Possible Action
14. Park and Recreation Event Coordinator: Discussion and Possible Action
15. 2019/20 Budget Template: Discussion and Possible Action
16. Future Board Meeting: Discussion and Possible Action  
April 2,2019
17. Directors Comments
18. Adjournment

## Wrightwood Community Services District

### THE VISION

To Empower our community to have local control by serving as a platform for community discussion, cohesion and action in the areas of parks and recreation, street lighting, solid waste and recycling and wastewater planning and engineering.

To promote and grow a vibrant parks and recreation department for our community.

To maintain and enhance our current infrastructure

To economize our solid waste process and maximize our efficiency in executing them

To protect our natural resources through evaluating community wastewater needs

To meet all these ends in a fiscally responsible manner

## Wrightwood Community Services District

### THE MISSION

to provide local governance in the areas of parks and recreation, street lighting, solid waste and recycling and waste water planning and engineering in a fiscally responsible manner.

ITEM 6A

SPECIAL  
BOARD MEETING  
FEBRUARY 19, 2019

MINUTES



**SPECIAL BOARD MEETING**  
February 19, 2019  
Wrightwood Community Building  
1275 State Highway 2  
Wrightwood, CA

**MINUTES**

**Board Members:** Wes Zuber, President  
Leo Hordyk, Vice President  
Natalie Lopiccolo, Member  
Michelle Schneider, Member  
Chuck Franklin, Member

**Staff Present:** Steven Kennedy, Attorney  
Al Morrisette – General Manager  
Tamie Keen– Secretary

**Call to Order**

President Zuber called the Meeting to order at 7:00 p.m.  
Director Hordyk conducted the Pledge of Allegiance

**Roll Call**

Board Member Natalie Lopiccolo Absent

- 3. Approval of Agenda:** Director Schneider motioned to approve the agenda, Director Franklin seconded the motion. Agenda was approved unanimously.
- 4. Public Comment:** John Lenau stated he did not receive e-mail regarding cancellation of February board meeting. He also commented that all street lights be replaced with more cost efficient and longer lasting LED lights. There were two other community comments but unfortunately when they stated their names they did not come through clearly. But their comments focused upon snow players trespassing, using private property as a public restroom, maybe providing some kind of signage for when traffic is really bad, possibly limiting traffic to residents only.
- 5. Agency Reports:**  
  
San Bernardino County Sheriff Captain Greg Herbert, San Bernardino County Phelan Sub-Station Commander Robert Vaccarri, LA County Sheriff Deputy Andy Cronin and Victorville CHP Captain De Long all fields numerous community concerns of snow player law enforcement provided insight of what the officers will focus upon. The overall insight is for residents to make a “Call for Service” explaining their concern, who they are, where they are located and they need to be available when the officer shows up. The number to call is the San Bernardino main dispatch at (760 956-5001). Fire Service Captain Mark Wright addressed how local fire service is being affected by snow players delaying responses, but also mentioned that the Fire Station has sand and sand bags for community use. First District Supervisor Field Rep Susan Drake voice Supervisor Lovingood’s support of the

emergency services efforts to deal with snow players, also she promoted a job fair at the County Fairgrounds, how to use Google map to list roads as dangerous and concluded that the Wrightwood Chamber received \$25,000 for tourism promotion.

6. **Consent Calendar:** Item 6A and Item 6B both moved by Director Schneider and second by Director Franklin. Both items approved unanimously. President Zuber read item 6B a Resolution of Appreciation for Michelle Mitchell efforts and work during the critical first year formation of the District.
7. **General Managers Report:** General Manager Morrisette wrote an extensive report that covered many issues and events throughout the month. He specified the transfer of Tamie Keen from Park staff to the office staff position and her replacement in the Parks position is Wrightwood resident Jim Prince. Morrisette also commented on a Park grant he is working on that can involve new facilities and refurbishing existing facilities.
8. **January Financials:** President Zuber asked a clarifying question about how the property tax and the special assessment funds are presented in the disbursements. He also asked GM Morrisette to make an appointment with the bookkeeper so that the Adhoc Budget Committee can meet with her. No action was taken.
9. **Eadie and Payne Auditors:** Eadie and Payne Client Service Executive, Hong N. Nguyen fielded numerous questions coming from the Board about the auditing process and timeline, number of hours involved in the process and the cost. The Board and Ms. Nguyen confirmed with GM Morrisette that the State's requirements for a time extension had been met and the extension to June 2019 is viable to complete the audit. Ms. Nguyen explained that an estimate of 48 hours for planning, 29 hours fieldwork and 33 hours report preparation amounted to 110 hours with the potential cost of \$14,300 for the first year. Her proposal covered additional audit years ending in 2014 and those years hourly estimate at 82 hours. The total cost proposed was \$84,900. After much discussion, Director Schneider moved to accept the multi-year proposal and Director Hordyk second the motion, the proposal was unanimously approved by the Board.
10. **Wrightwood Fire Safe Council Support Letter:** President Zuber commented that the Fire Safe Council requested a support letter from the WCSD for a grant to fund mastication/clearing projects within the national forest area surrounding Wrightwood. The multi-agency cooperative project needed the WCSD letter by Jan 29. After some discussion, President Zuber asked for a motion to ratify the support letter. Director Franklin made the motion with Director Schneider seconding followed by a unanimous support vote.
11. **Mid-Year Budget review:** The Adhoc Budget Committee brought to the Board an amended 2018 2019 Budget during this Mid-Year review. President Zuber and Director Franklin explained how the committee approached the review through utilizing the 2017 2018 Budget along with the actuals of the first 6 months of the 2018 2019 Budget. During this meeting review payroll and salaries took precedence with the Board adjusting Facility staff from \$12,400 to \$19,500, Park staff from \$12,400 to \$15,500 and GM from \$31,680 to \$37,000. In conclusion the net income dropped to \$42821.33. Director Franklin motion to accept the adjustments, Director Hordyk seconds, the item was unanimously approved.

- 12. District Reserves:** After Attorney Kennedy and GM Morrisette explained the historic creationism of governmental budgetary reserve policies, the Board chose to table the item for further review and cerebral digestion.
- 13. District Solid Waste Mandatory Commercial Pick up and Recycling:** GM Morrisette and CR&R Supervisor Brent Spears updated the Board on Cal Recycle current and upcoming Commercial mandates. Mr. Kennedy briefed the Board on two ordinances that need to go to a public hearing before Board consideration. The ordinances were included in this packet for review. Mr. Kennedy suggest the Board review in two weeks.
- 14. Directors Photos for Website:** The Board took individual website photos prior to this meeting with the exception of Director Lopiccolo who was ill. Director Lopiccolo can take her photo at the March 5 Board Meeting. The Board chose to do the Board's group Photo on March 5 at 6:45pm prior to the 7pm Board Meeting.
- 15. Directors Comments:** Director Schneider requested to have on the next agenda the offer from the Wrightwood Blues Society to install a cabinet/wall display for a Wrightwood Music/Art Wall of Fame. She also requested the Sunshine Ordinance to be brought back for discussion of Board Meeting start times. Director Franklin asked what would be the March 5 agenda. GM Morrisette stated that the two items that were just discussed, plus District reserves, Solid Waste, Capital Improvement Plan, Park Coordinator, and the 2019 2010 Budget. Discussion evolved to have the 2019/20 Budget go to committee. Director Hordyk commented about the District installing signs or banners at each snow player dumpster to remind snow players to keep Wrightwood Clean.
- 16. Future Board Meetings and Agenda:** March 5, 2019 at 7pm in the community building Wrightwood Music/Art Wall of Fame, Sunshine Ordinance, District reserves, Solid Waste, Capital Improvement Plan, Park Coordinator.

**17. Communications:** None

**18. Adjournment:**

President Zuber adjourned the meeting at 9:17 p.m.

Minutes approved: \_\_\_\_\_  
President Wes Zuber

Date \_\_\_\_\_

ITEM 6 B

MID-YEAR  
2018/19  
BUDGET ADJUSTMENT



**Wrightwood Community Service District**  
**Budget vs. Actuals: Fiscal Year 2017-2018**  
**Budget Projection 2018-2019**

	<b>Actual</b>	<b>Total Budget</b>	<b>over Budget</b>	<b>2018/19 Budget</b>
<b>Income</b>				
Facility Rental	14,620.25	12,285.00	2,335.25	
CC Parking Lot	189.00	200.00	-11.00	
Kitchen Fees	75.00	1,440.00	-1,365.00	
Miscellaneous	480.00	1,200.00	-720.00	
Security - Cleaning Deposit	0.00		0.00	
Snowline Christian Academy (deleted)		735.00	-735.00	
Snowline Players (deleted)		1,200.00	-1,200.00	
Storage Fees	102.00		102.00	
Tri-community Co-op (deleted)		2,400.00	-2,400.00	
Vivian Null Park Stage		140.00	-140.00	
WW Community Center	4,272.80	2,400.00	1,872.80	
<b>Total Facility Rental</b>	<b>\$ 19,739.05</b>	<b>\$ 22,000.00</b>	<b>-\$ 2,260.95</b>	<b>16,000.00</b>
<b>Property Tax</b>				
Property Tax	232,344.82	121,014.00	111,330.82	121,000.00
Solid Waste Franchise Fee	86,856.63	54,000.00	32,856.63	87,000.00
Solid Waste Special Tax	113,578.18	224,088.00	-110,509.82	224,088.00
Sports League	4,530.90		4,530.90	7,000.00
<b>Total Income</b>	<b>\$ 457,049.58</b>	<b>\$421,102.00</b>	<b>\$ 35,947.58</b>	<b>455,088.00</b>
<b>Gross Profit</b>	<b>\$ 457,049.58</b>	<b>\$421,102.00</b>	<b>\$ 35,947.58</b>	<b>455,088.00</b>
<b>Expenses</b>				
Advertising & Marketing	120.00		120.00	
Bank Charges & Fees			0.00	
Bank Fees	198.14		198.14	
<b>Total Bank Charges &amp; Fees</b>	<b>\$ 198.14</b>	<b>\$ 0.00</b>	<b>\$ 198.14</b>	
Dues & Subscriptions			0.00	
LAFCO Apportionments		200.00	-200.00	
Memberships	1,366.00		1,366.00	
<b>Total Dues &amp; Subscriptions</b>	<b>\$ 1,366.00</b>	<b>\$ 200.00</b>	<b>\$ 1,166.00</b>	<b>1,200.00</b>
Election Costs	63,500.00	46,000.00	17,500.00	21,166.67
Equipment	2,095.55	6,000.00	-3,904.45	10,000.00
Insurance			0.00	
Property & Liability	6,780.80	7,400.00	-619.20	7,000.00
Workers Compensation	324.59	763.00	-438.41	1,400.00
<b>Total Insurance</b>	<b>\$ 7,105.39</b>	<b>\$ 8,163.00</b>	<b>-\$1,057.61</b>	<b>8,400.00</b>
Office Admin			0.00	
Postage	1,495.61		1,495.61	
Printing	484.88		484.88	



Supplies	3,302.55	3,000.00	302.55	
SW Dump Card	2,056.00		2,056.00	
<b>Total Office Admin</b>	<b>\$ 7,339.04</b>	<b>\$ 3,000.00</b>	<b>\$ 4,339.04</b>	<b>8,000.00</b>
Payroll Expenses			0.00	
Facility Staff	7,419.75	15,000.00	-7,580.25	19,500.00
GM Salaries	30,089.40	31,680.00	-1,590.60	37,000.00
Park Services	2,327.00	15,000.00	-12,673.00	15,500.00
Taxes			0.00	
Federal taxes	3,124.60	5,427.00	-2,302.40	3,500.00
State Taxes	1,003.89	3,066.00	-2,062.11	1,000.00
<b>Total Taxes</b>	<b>\$ 4,128.49</b>	<b>\$ 8,493.00</b>	<b>-\$ 4,364.51</b>	<b>4,500.00</b>
<b>Total Payroll Expenses</b>	<b>\$ 43,964.64</b>	<b>\$ 70,173.00</b>	<b>-\$26,208.36</b>	<b>73,500.00</b>
Permits & Licenses			0.00	
Health Permit	619.50		619.50	
<b>Total Permits &amp; Licenses</b>	<b>\$ 619.50</b>	<b>\$ 0.00</b>	<b>\$ 619.50</b>	
Professional Services			0.00	
Accounting	4,400.00	12,000.00	-7,600.00	12,000.00
Audit	6,000.00		-6,000.00	14,000.00
Legal Services	48,962.50	35,000.00	13,962.50	45,000.00
<b>Total Professional Services</b>	<b>\$ 53,362.50</b>	<b>\$ 53,000.00</b>	<b>\$ 362.50</b>	<b>71,000.00</b>
Repairs & Maintenance			0.00	
Equipment	1,403.00	6,000.00	-4,597.00	1,500.00
Facility Maintenance	4,105.36	3,000.00	1,105.36	4,500.00
Porta-Potties				2,000.00
Snow Removal				3,000.00
Job Supplies	3,080.05	3,000.00	80.05	3,000.00
Plumbing Repairs	2,027.45	3,000.00	-972.55	3,000.00
Property	1,281.80		1,281.80	
Septic Maintenance	6,934.90	6,000.00	934.90	6,000.00
Street Lights		3,500.00	-3,500.00	
<b>Total Repairs &amp; Maintenance</b>	<b>\$ 18,832.56</b>	<b>\$ 24,500.00</b>	<b>-\$ 5,667.44</b>	<b>23,000.00</b>
Security	838.08		838.08	
Service Agreement SBC	5,448.00		5,448.00	
Services			0.00	
Classes	160.00		160.00	
Sports League	772.23		772.23	
<b>Total Services</b>	<b>\$ 932.23</b>	<b>\$ 0.00</b>	<b>\$ 932.23</b>	
Solid Waste Disposal Fees	91,568.33	168,000.00	-76,431.67	<b>140,000.00</b>
Taxes			0.00	
County Taxes	4,083.68		4,083.68	
<b>Total Taxes</b>	<b>\$ 4,083.68</b>	<b>\$ 0.00</b>	<b>\$ 4,083.68</b>	

Telephone				0.00	
Cell Phone	62.64			62.64	
Office Phone	1,832.49			1,832.49	
<b>Total Telephone</b>	<b>\$ 1,895.13</b>	<b>\$ 0.00</b>	<b>\$ 1,895.13</b>		
Utilities				0.00	
Electric				0.00	
Community Center	2,956.28	6,020.00	-3,063.72	3,000.00	
Museum	635.04	1,200.00	-564.96	700.00	
Street Lights	3,835.86	3,720.00	115.86	3,800.00	
<b>Total Electric</b>	<b>\$ 7,427.18</b>	<b>\$ 10,940.00</b>	<b>-\$ 3,512.82</b>	<b>7,500.00</b>	
Gas				0.00	
Community Center	1,725.80	6,000.00	-4,274.20	1,750.00	
Museum	470.40	1,500.00	-1,029.60	500.00	
<b>Total Gas</b>	<b>\$ 2,196.20</b>	<b>\$ 7,500.00</b>	<b>-\$ 5,303.80</b>	<b>2,250.00</b>	
Trash				0.00	
Community Center	1,531.88	960.00	571.88		
<b>Total Trash</b>	<b>\$ 1,531.88</b>	<b>\$ 960.00</b>	<b>\$ 571.88</b>	<b>1,600.00</b>	
Water				0.00	
Community Center	4,361.74	3,000.00	1,361.74	3,000.00	
Museum	276.15	600.00	-323.85	300.00	
<b>Total Water</b>	<b>\$ 4,637.89</b>	<b>\$ 3,600.00</b>	<b>\$ 1,037.89</b>	<b>3,300.00</b>	
<b>Total Utilities</b>	<b>\$ 15,793.15</b>	<b>\$ 23,000.00</b>	<b>-\$ 7,206.85</b>	<b>14,650.00</b>	
<b>Total Expenses</b>	<b>\$ 319,061.92</b>	<b>\$402,036.00</b>	<b>-\$ 82,974.08</b>	<b>377,266.67</b>	
Net Operating Income	\$ 137,987.66	\$ 19,066.00	\$ 118,921.66	77,821.33	
Other Income					
Transfer In		60,000.00	-60,000.00		
<b>Total Other Income</b>	<b>\$ 0.00</b>	<b>\$ 60,000.00</b>	<b>-\$ 60,000.00</b>		
Other Expenses					
Contingency		35,810.00	-35,810.00		
Skate Park	27,000.00	27,000.00	0.00		
<b>Total Other Expenses</b>	<b>\$ 27,000.00</b>	<b>\$ 62,810.00</b>	<b>-\$ 35,810.00</b>	<b>27,000.00</b>	
Net Other Income	-\$ 27,000.00	-\$ 2,810.00	-\$ 24,190.00		
<b>Net Income</b>	<b>\$ 110,987.66</b>	<b>\$ 16,256.00</b>	<b>\$ 94,731.66</b>	<b>42,821.33</b>	

# ITEM 7

## GENERAL MANAGER REPORT



## GENERAL MANAGER REPORT

March 5, 2019

Having seven work days to put together the March 5, 2019 agenda and packet was difficult to accomplish especially when four Board Members requested inclusions within the last couple days. The Board has requested that Agenda's and Packets to be available a week prior to a meeting. So, I reiterate my last meeting message that it is difficult to prepare meeting agendas, additions or deletions and create support material that is not provided or in a format that needs conversion and more to make it viable for the packet. In an effort to cut meeting preparation time and provide meeting packets early enough for Board and Council review, it is essential that everything to be provided by the Third Tuesday of the month. Giving me hard copy material means that I must scan into PDF and convert to Word to build the 60+ page packets. It is best to provide digital documents and if photos are to be included to have them in jpeg.

I have spoken with our bookkeeper Cecelia Cummings requesting two appointments with her. 1 for the Adhoc Budget Committee and 2. For the Auditor. She is compassionate of our request but being the middle of 'Tax Season' has filled her appointment schedules until the middle of April. She will contact me if she has a cancellation, thus we may get a last-minute opening. I have forward to her my disbursement spreadsheets also the PBC list from Eadie and Payne The PBC is extensive and most of it will be provided by our staff but there are some items I wish to have the bookkeeper provide.

I have contacted Andy Gump Septic Service to have them pick up the six Port-A-Potties that are along the northern fence of the Community Building Parking lot. Though there are weather forecast of some rain days during March, I have not seen forecast of snow days. I believe rain will dampen the snow player movement and I have arranged for the units to be picked up around March 18. I do have the option to retain them longer if needed.

Thank You

Al Morrisette

ITEM 8

FEBRUARY  
FINANCIALS

DISCUSSION  
AND  
POSSIBLE ACTION



DEPOSITS AND DISBURSEMENTS FISCAL YEAR 2018/2019						
Month	Beginning Balance	Deposit	Total Disbursements	Payroll	Gross	Cash Available
7/1/2018	\$181,728.88	\$14,364.78	\$43,841.32	\$4,803.24	\$196,093.66	\$147,449.10
8/1/2018	\$147,449.10	\$17,050.79	\$35,184.57	\$4,759.79	\$164,499.89	\$124,555.53
9/1/2018	\$124,555.53	\$8,417.66	\$18,258.27	\$4,656.54	\$132,973.19	\$110,058.38
10/1/2018	\$110,058.38	\$6,918.24	\$20,353.16	\$4,749.76	\$116,976.62	\$91,873.70
11/1/2018	\$91,873.70	\$69,601.64	\$18,180.70	\$6,737.17	\$161,475.34	\$136,557.47
12/1/2018	\$136,557.47	\$148,692.33	\$23,122.17	\$4,677.19	\$285,249.80	\$257,450.44
1/1/2019	\$257,450.44	\$17,432.30	\$35,512.80	\$4,754.86	\$274,882.74	\$234,615.08
2/1/2019	\$234,615.08	\$10,464.49	\$18,293.70	\$4,347.20	\$245,079.57	\$222,438.67
3/1/2019	\$222,438.67					
4/1/2019						
5/1/2019						
6/1/2019						

Estimate Cash Flow Statement	
Current Bank Balance	\$222,438.67
Franchise Fee *	\$4,000.00
<b>Total Estimate Revenue</b>	<b>\$226,438.67</b>

Accounts Payable	Outstanding
Election Payment	\$0.00
Skate Park	\$27,000.00
Total Estimated Expense	\$27,000.00
<b>Balance</b>	<b>\$199,438.67</b>

Election payments are due each January/ 4 remaining  
 Skate Park payments are due each April/ 2 remaining

MONTHLY HOURS			
GM	PARK	OFFICE	MONTH
100	80	80	BUDGETED
124	89.75	106	7/1/2018
123.25	97.25	105.75	8/1/2018
117	82.75	95	9/1/2018
137.75	62.25	102.75	10/1/2018
46.25	87.5	115	11/1/2018
104	82.5	104.25	12/1/2018
151.5	77.25	87.25	1/1/2019
115	74	90.5	2/1/2019

Hours are 5 consecutive hours per work day. number of work days can vary  
 dependent upon the days of the week, compared to the days of the month.

	<b>February 2019 DISBURSEMENTS AND DEPOSITS</b>					
	<b>Check Number</b>	<b>Amount</b>	<b>Disbursement Date</b>	<b>P O Date</b>	<b>Payee</b>	<b>Account</b>
	AutoPay	\$13.66	2/1/2019	2/1/2019	EDD	Employee State Tax
	Credit Card	\$90.43	2/12/2019	2/12/2019	Staters	T-Paper
	1397	\$174.12	2/12/2019	2/15/2019	CR&R	District Dumpster
	1398	\$7,735.60	2/12/2019	2/15/2019	CR&R	Solid Waste Fee
	1399	\$59.16	2/12/2019	2/19/2019	So Cal Edison	Old Fire House/Museum
	1400	\$296.20	2/12/2019	2/19/2019	So Cal Edison	Com Bld
	1401	\$309.91	2/12/2019	2/19/2019	So Cal Edison	Street Lights
	1402	Void	Void	Void	Void	Void
	1403	\$43.95	2/12/2019	2/16/2019	Turner Security	Alarm System
	1404	\$2,712.50	2/12/2019	2/21/2019	Kennedy	Attorney
	AutoPay	\$619.26	2/15/2019	2/15/2019	Andy Gump	Port-A-Potties
	AutoPay	\$160.73	2/15/2019	2/15/2019	EDD	Employee State Tax
	AutoPay	\$12.63	2/15/2019	2/15/2019	DCB	Service Charge
	1405	\$1,800.00	2/19/2019		Doran Const	Snow Removal
	1406	\$341.26	2/19/2019	2/27/2019	SoCal Gas	Com Bld
	Credit Card	\$113.64	2/19/2019	2/19/2019	Joanne Fabric	Board Table Cloth
	1407	\$1,772.56	2/20/2019		SBC SOLID WASTE	Solid Waste
	1408	\$104.16	2/20/2019		So Cal Gas	Old Fire House/Museum
	AutoPay	\$60.00	2/23/2019	2/23/2019	Intuit	QuickBooks
	1409	\$150.00	2/25/2019		Delene Rodenberg	OFH Security Deposit
	1410	\$125.30	2/25/2019		Verizon	Phone Services
	Credit Card	\$1,037.78	2/26/2019	2/27/2019	Waxie	Custodial Suppliers
	1411	Void	2/28/2019	Void	Void	Void
	1412	\$256.49	2/28/2019		Mountain Hardware	supplies
	1413	\$156.68	2/28/2019		Golden State Water	Com/Park
	1414	\$26.21	2/28/2019		Golden State Water	OFH/Museum
	1415	\$43.95	2/28/2019		Turner Security	Alarm System
	Credit Card	\$77.52	2/28/2019		Staters Bros.	T-Paper
	<b>TOTAL</b>	<b>\$18,293.70</b>				
		<b>Deposits</b>				<b>Payroll</b>
	<b>Date</b>	<b>Amount</b>	<b>Name</b>		<b>Check Number</b>	<b>Amount</b>
	2/6/2019	\$256.50	Rent		50091	\$1,073.70
	2/11/2018	\$300.00	Rent		50092	\$367.64
	2/14/2019	*combined below	\$123.80 SBCGA01		50093	\$573.66
	2/14/2019	\$5,682.06	\$5558.26 SBCSLO1		50094	\$1,365.61
	2/15/2019	\$2,577.63	CR&R		50095	\$351.13
	2/15/2019	\$495.75	Rental		50096	\$615.46
	2/20/2019	\$936.55	LA County 75.33		<b>TOTAL</b>	<b>\$4,347.20</b>
	2/25/2019	\$216.00	Rental			
	<b>TOTAL</b>	<b>\$10,464.49</b>				
	* single deposit amount for two property tax department					
	disbursed by SB County Treasurer					
	SBCGA01Park Property Tax SBCSLO1 Special Assessment					

ITEM 9

WRIGHTWOOD  
COMMUNITY  
EMERGENCY RESPONSE  
TEAM

VARIANCE REQUEST  
DISCUSSION  
AND  
POSSIBLE ACTION





Asking for variance

**WRIGHTWOOD COMMUNITY SERVICES DISTRICT**  
PO Box 218, Wrightwood, CA 92397  
760-249-3205

- ☒ Wrightwood Community Building, 1275 State Hwy. 2, Wrightwood, CA 92397  
☐ Old Firehouse / Museum, 6000 Cedar Street, Wrightwood, CA 92397  
☐ Parks / Parking Lots, 1275 State Hwy. 2, Wrightwood, CA 92397

<b>APPLICANT INFORMATION</b>					
Name: <u>Stretch Suba</u>			Phone: <u>619-251-5004</u>		
Mailing Address: <u>P.O. Box 2415</u>			City: <u>WW</u>		Zip: <u></u>
Organization Name: <u>CEPT</u>			Email: <u>WrightwoodCent@msn.com</u>		
<b>DATE AND TIME REQUESTED (Must include set-up and cleanup time)</b>					
Month: <u></u>	Day: <u></u>	Year: <u></u>	Start Time: <u>7:00 pm</u>	End Time: <u>8:00 pm</u>	
Recurring Dates: <u>See List</u>					
<b>EVENT DETAILS</b>					
Type of Event: <u>Meeting</u>					
Estimated Attendance: <u>15</u>			Will food be served? Yes <u>No</u>		
Will alcohol be served? Yes <u>No</u>		Will alcohol be sold? Yes <u>No</u>		Permit #: <u></u>	
<b>DECORATIONS (Nothing can be used that will leave marks, residue, or holes)</b>					
Type of decorations to be used: <u>None</u>					
<b>KITCHEN REQUEST</b>		<b>P.A SYSTEM REQUEST</b>		<b>STORAGE (If Available)</b>	
Will you be using the kitchen? Storage Full Use <u>No</u>		Will you be using the P.A. System? Yes <u>No</u>		Do you require storage? Yes <u>No</u>	

I have read and understand the Renter's Responsibility & Acknowledgement on the page 1 of the application.

Signature: Stretch Suba Date: 1/10/19

<b>For Office Use Only</b>			
Received by: <u>MM</u>		Date Received: <u>1/10/19</u>	
<input type="checkbox"/> Insurance Policy Received	<input type="checkbox"/> Already On File	Deposit Paid: \$ <u></u> Check #: <u></u>	
Date Insurance Expires: <u></u>			
<input type="checkbox"/> Alcohol Policy Received	<input type="checkbox"/> Not Required	# of Hours: <u></u> x \$ <u></u> \$ <u></u>	
<input type="checkbox"/> Event added to Calendar		Kitchen Fee: \$ <u></u>	
<input type="checkbox"/> Calendar given to Parks staff		Total Fees Due: \$ <u></u>	



**WRIGHTWOOD COMMUNITY SERVICES DISTRICT**  
**PO Box 218, Wrightwood, CA 92397**  
**760-249-3205**

- ☐ Wrightwood Community Building, 1275 State Hwy. 2, Wrightwood, CA 92397  
☒ Old Firehouse / Museum, 6000 Cedar Street, Wrightwood, CA 92397  
☐ Parks / Parking Lots, 1275 State Hwy. 2, Wrightwood, CA 92397

<b>APPLICANT INFORMATION</b>					
Name: <u>Streck Suba</u>			Phone: <u>619-251-5004</u>		
Mailing Address: <u>P.O. Box 2415</u>			City: <u>WW</u>	Zip: _____	
Organization Name: <u>CERT</u>			Email: <u>Wrightwoodcert@msn.com</u>		
<b>DATE AND TIME REQUESTED (Must include set-up and cleanup time)</b>					
Month: _____	Day: _____	Year: _____	Start Time: <u>7:00 pm</u>	End Time: <u>8:00 pm</u>	
Recurring Dates: <u>See List</u>					
<b>EVENT DETAILS</b>					
Type of Event: <u>Meeting</u>					
Estimated Attendance: <u>8</u>			Will food be served? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		
Will alcohol be served? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		Will alcohol be sold? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		Permit #: _____	
<b>DECORATIONS (Nothing can be used that will leave marks, residue, or holes)</b>					
Type of decorations to be used: <u>None</u>					
<b>KITCHEN REQUEST</b>		<b>P.A SYSTEM REQUEST</b>		<b>STORAGE (If Available)</b>	
Will you be using the kitchen?		Will you be using the P.A. System?		Do you require storage?	
Storage Full Use <input checked="" type="checkbox"/>		Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	

**I have read and understand the Renter's Responsibility & Acknowledgement on the page 1 of the application.**

Signature: Streck Suba Date: 1/10/19

<b>For Office Use Only</b>			
Received by: <u>MM</u>		Date Received: <u>1/10/19</u>	
<input type="checkbox"/> Insurance Policy Received	<input type="checkbox"/> Already On File	Deposit Paid: \$	Check #:
Date Insurance Expires:			
<input type="checkbox"/> Alcohol Policy Received	<input type="checkbox"/> Not Required	# of Hours: _____ x \$	\$
<input type="checkbox"/> Event added to Calendar		Kitchen Fee:	\$
<input type="checkbox"/> Calendar given to Parks staff		Total Fees Due:	\$

# MUSEUM

JAN 7<sup>th</sup>  
 FEB 4  
 MAR 4  
 APRIL 1  
 MAY 6  
 JUNE 3  
 JULY 1  
 AUG 5  
 SEPT 9  
 OCT 7  
 NOV 4  
 DEC 2  
 7-8

# COMM. BLDG.

JAN 24  
 FEB 28  
 MAR 28  
 APRIL —  
 MAY 23  
 JUNE 27  
 JULY 25  
 AUG 22  
 SEPT —  
 OCT —  
 NOV 21  
 DEC 19  
 7-8

HAWKENT RACE

~~MAY 4<sup>th</sup>, 11<sup>th</sup>, 18<sup>th</sup> 8am to 4pm C.B.~~



## REQUEST FOR FACILITY RATE VARIANCE

A request for Facility Rate Variance must directly provide a public benefit to the Wrightwood Community Services District to avoid being a 'Gift of Public Funds'. Please provide your fund variance explanation and attach any support material to this form. The Wrightwood Community Services District Board of Directors will discuss and act upon your request at their next Regular Public Board Meeting. Short-term request is for singular dates or multiple dates that are consecutive. Long-term request is for multiple dates that may term within 1 year, such as a monthly meeting on a specific day of a week each month.

ORGANIZATION: WRIGHTWOOD CERT  
CONTACT: Strech Suba  
ADDRESS: ~~6792~~ P.O. BOX 2415 WW 92397  
CONTACT PHONE NUMBER: 619-251-5004  
CONTACT EMAIL: stretchsuba@hotmail.com

### VARIANCE REQUEST

AMOUNT TO BE CONSIDERED: MUSEUM \$13/month Comm Bldg \$13.50/month  
DATE/DATES TO BE CONSIDERED: 1<sup>ST</sup> MON 4<sup>TH</sup> THURSDAY  
EXPLANATION:

ONCE A MONTH - FIRST MONDAY - MUSEUM SUPERVISOR'S  
" " " 4<sup>TH</sup> THURSDAY - COMM BLDG. MTG  
TRAINING SESSION  
MAY 23, JUNE 1, JUNE 8<sup>TH</sup> 8 AM - 4 P.M.  
13.50/Hour = 24 X 13.50 = \$324.00  
BASIC CERT TRAINING SESSIONS

ITEM 10

WRIGHTWOOD  
BLUES SOCIETY  
MUSIC/ART  
WALL OF FAME

DISCUSSION  
AND  
POSSIBLE ACTION



## STAFF REPORT

I spoke with Dr. Gregory Jones last Friday Morning. He explained that the purpose of the Hall of Fame was to recognize past and present Wrightwood residents that have made contributions to the village's music and art communities. Many of the talents have spread their accomplishments locally, regionally, nationally and internationally while keeping the seeds of ingenuity planted in Wrightwood soil.

Though his letter mentions covering a Community Building window, I showed him a viable option that would highlight the Wall of Fame while not disturbing any of the multitude of facility use.

I recommend that the Board take a conscientious look at the concept and allow the Wrightwood Blues Society to proceed to tune the project and bring back a clear conceptualization including photo's and/or model.

Thank You  
Al Morrisette  
General Manager  
Wrightwood CSD



March 5<sup>th</sup> 2019

To: Wrightwood Community Service District Board.

The WBS is hereby requesting the CSD board to consider the following proposal:

The WBS wishes to fund a Wrightwood Music/Art wall of fame in the community building. We envision a framed case covering the north/east corner window. The case will display plaques mounted to the back panel which will have multiple inductees engraved on each plaque. There will not be a glass cover. We will cover all related cost and maintenance. If the board agrees with the concept, the first inductees would be honored March 10<sup>th</sup>. Drawings and dimensions of the proposed case will be submitted to the board for approval before installation.

Sincerely,

Dr. Gregory T. Jones

President, the Wrightwood Blues Society

(760) 574-8231

A handwritten signature in black ink, appearing to be "Gregory T. Jones", written over the printed name and title.

**The Wrightwood Blues Society (WBS)** is a 501(c)(3)  
PO Box 3432  
Wrightwood, CA 92397

ITEM 11

SUPPORT LETTER

FOR

THE WRIGHTWOOD

WIND ENERGY PROJECT

DISCUSSION

AND

POSSIBLE ACTION





March 5<sup>th</sup>, 2018

To: The Wrightwood Community Services District

Re: Letter of support for a One Town at a Time Wind Energy Project in Wrightwood

Dear Board of Directors:

One Town at a Time is pursuing a letter of support from the Wrightwood Community Services District to explore a wind energy project in Wrightwood.

With the frequency of electrical outages in Wrightwood, the community may be ready to support sustainable options for power in the community. One Town has created and pursued for eight years a wind energy proposal and is currently in the process of meeting the the United States Forest Service and state officials to continue on the path of making this project a reality. The next step is a meeting with the USFS on March 25<sup>th</sup>.

Following is a brief description of the project by the County Supervisor Lovingood's Chief-Of-Staff, Don Holland:

---

### **'One Town at a Time' Wrightwood Wind Project**

The nonprofit "One Town at a Time" proposes a wind turbine project in Wrightwood to generate electricity to be sold to Southern California Edison. The revenue generated would then be distributed through the charity to support energy sustainability efforts such as incentivizing or financing electric vehicles for residents of the town that would help level the load and help other nearby communities with their own efforts at sustainability.

Five acres would be needed for the project and access to SCE's Wrightwood substation. The project could be located on private land or U.S. Forest Service land, including land leased to Mountain High. A private parcel owned by the Suh Family Trust is near SCE's Wrightwood substation, but the owners have not yet been responsive to inquiries. Development on privately owned land would go through the County LUSD process. Use of U.S. Forest Service land would go through the USFS process.

According to SCE several years ago, the project could produce \$900,000 in annual revenue from a 1.5 KW wind turbine. The estimated 1.3 KW generated would meet Wrightwood's consumption of 1.25 KW. The power generated will back feed the grid, thereby offsetting power from fossil-fuel-based power sources. Vertical axis wind turbine technology could be used. It is relatively new but would likely have a lower profile and be wildlife friendly, compared to traditional wind turbines.

Project benefits include:

- Reduced greenhouse gases

# ***Wrightwood Community Services District***

***Charting Wrightwood's Destiny for Parks & Rec, Solid Waste and Streetlights*** 1275 Hwy2,  
Wrightwood, CA 92397 Mailing Address: POB 218, Wrightwood, CA 92397 Phone: 760 249-3205

March 5, 2019

Angeles National Forest  
701 N. Santa Anita Ave  
Arcadia, Ca 91006

To Whom It May Concern,

The Wrightwood Community Services District recognizes a community need to explore sustainable options for energy in light of the frequency of electrical outages in Wrightwood. The District supports One Town At A Time, a local non-profit whose mission is to promote health, environment, welfare and happiness of people in a community, in their efforts towards advancing their exploration of the wind energy project at the local, county, state and federal levels. The Wrightwood Community Services District supports One Town's efforts to find a solution amid continuous disruption in electrical servicing in the community of Wrightwood.

---

Wes Zuber Board President

---

Date

# ITEM 12

## SUNSHINE ORDINANCE

### DISCUSSION AND POSSIBLE ACTION



## ORDINANCE NO. 2017-1

### AN ORDINANCE OF THE BOARD OF DIRECTORS OF THE WRIGHTWOOD COMMUNITY SERVICES DISTRICT ESTABLISHING GUIDELINES FOR THE CONDUCT OF ITS PUBLIC MEETINGS AND ACTIVITIES

WHEREAS, the Board of Directors of the Wrightwood Community Services District finds as follows:

A. The Wrightwood Community Services District (“the District”) is a community services district organized and operating pursuant to California Government Code Section 61000 et seq.

B. The District is governed by an elected Board of Directors (“the Board”) whose meetings are subject to the requirements of the Ralph M. Brown Act, California Government Code Section 54950 et seq. (“the Brown Act”) pursuant to California Government Code Section 61044.

C. The Board is authorized by Government Code Section 54953.7 to impose requirements upon itself to allow greater access to its meetings than prescribed by the Brown Act.

D. The purpose of this ordinance is to ensure that the Board’s deliberations are open to the public to the fullest extent permitted by law and its activities are performed in a manner that reflects a dedication to the highest standards of integrity and accountability so as to continue to earn the trust and confidence of the public served by the District.

THEREFORE, THE BOARD OF DIRECTORS of the Wrightwood Community Services District does hereby adopt and ordain as follows:

Section 1. **COMPLIANCE WITH STATUTORY REQUIREMENTS.**

All meetings of the Board and all committees thereof shall be conducted in compliance with all applicable requirements of the Brown Act.

Section 2. **ADDITIONAL REQUIREMENTS.**

2.1. **Regular Meetings.** Pursuant to Government Code Section 54954(a), beginning in September of 2017 all regular meetings of the Board shall be held at 7:00 p.m. on the first Tuesday of each month at the Wrightwood Community Center located at 1275 State Highway 2, Wrightwood, California.

2.2. **Special Meetings.** Special meetings of the Board shall be called and conducted in accordance with Government Code Section 54956. The Board shall not add any non-agendized item to the agenda of a special meeting.

2.3. **Agendas.**

2.3.1. **Descriptions.**

(a) *Open Session.* The agenda for all Board meetings and all committee meetings that are open to the public shall contain a brief, general description of each item of business to be transacted or discussed during the meeting and shall avoid the use of undefined abbreviations or acronyms not in common usage and terms whose meaning are not known to the general public. The description of an agenda item is adequate if it is sufficiently clear and specific to alert a person whose interests are affected by the item that he or she may have reason to attend the meeting or seek more information about the item.

(b) *Closed Session.* Substantial compliance with the permissive provisions of Government Code Section 54954.5, as generally reflected in Exhibit A attached hereto and incorporated herein by this reference, is mandatory under this Ordinance with respect to the description of any closed session items on any Board meeting agenda.

2.3.2. **Public Comment.** The agenda for all meetings of the Board shall include an item for Public Comment so as to provide an express opportunity for members of the public to directly address the Board in accordance with the requirements of Government Code Section

54954.3(a) prior to the Board's consideration of the merits of any item placed on the agenda. In the event that a motion is made to reorder the agenda, or add an item to the agenda, or otherwise take any Board action prior to the Public Comment portion of the agenda, the President of the Board shall ask any members of the public in attendance at the meeting whether they wish to comment on the motion that is pending before the Board. During the Board's consideration of items discussed after the Public Comment portion of the agenda, the President of the Board should exercise best efforts to recognize any member of the public who wishes to speak on that issue prior to any action thereon that is taken by the Board. While testimony and input received from the public during Board meetings is a valuable part of the Board's decision-making process, the Board President is nevertheless authorized pursuant to Government Code Section 54954.3(b) to limit the total amount of time allocated for public testimony on particular issues to a reasonable length of time, to limit public testimony to three (3) minutes or less for each individual speaker (although individual speakers will be permitted on a reasonable basis to transfer their unused allotment of time to another speaker), and to prevent a person who is unduly repetitive from continuing to speak.

2.4. **Posting.** The agendas of all Board meetings and all committee meetings that are open to the public shall be posted in the following locations: (1) an exterior window or bulletin board situated outside the location of the Wrightwood Community Center which is accessible twenty-four (24) hours a day; (2) an exterior window or bulletin board situated outside the location of the Museum which is accessible twenty-four (24) hours a day; (3) an exterior window or bulletin board situated outside the location of the Fire Station which is accessible twenty-four (24) hours a day; and (4) an exterior window or bulletin board situated outside the location of Mountain Hardware which is accessible twenty-four (24) hours a day.

Section 3. **ANNUAL REVIEW.**

Each year the Board shall review this Ordinance to determine its effectiveness and the necessity for its continued operation. The District's General Manager shall report to the Board on the operation of this Ordinance, and make any recommendations deemed appropriate, including proposals to amend the Ordinance. Upon conclusion of its review, the Board may take any action it deems appropriate concerning this Ordinance. Nothing herein shall preclude the Board from taking action on the Ordinance at times other than upon conclusion of the annual review.

Section 4. **SEVERABILITY.**

If any provision of this Ordinance, or the application thereof to any person or circumstances, is held invalid, such invalidity shall not affect other provisions or applications of this Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

Section 5. **EFFECTIVE DATE.**

The provisions of this Ordinance shall take effect immediately upon adoption.

Adopted this 1<sup>st</sup> day of July, 2017.

AYES:  
NOES:  
ABSTAIN:  
ABSENT:

---

President, Board of Directors

ATTEST:

---

Secretary, Board of Directors

## **EXHIBIT A**

Under Government Code Section 54954.5, the following language has been provided by the State Legislature as sample language which will meet the mandate of the Brown Act for properly identifying closed session items on the Board's agenda:

#      **LICENSE/PERMIT DETERMINATION (Government Code Section 54956.7)**

Applicant(s): (Specify number of applicants)

#      **CONFERENCE WITH REAL PROPERTY NEGOTIATORS (Government Code Section 54956.8)**

Property: (Specify street address; parcel number if no street address; or other unique reference of parcel under negotiation)

District Negotiator: (Specify names of negotiators attending closed session) (If the specified negotiator is to be absent, an agent or designee may participate provided the name of the agent or designee is announced publicly prior to the closed session.)

Negotiating parties: [Specify name of party (not agent)]

Under negotiation: (Specify whether instruction to negotiator will concern price, terms of payment, or both)

#      **CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION [Government Code Section 54956.9(d)(1)]**

Name of case: (Specify by reference to claimant's name, name of parties, case or claim numbers)

or

Case name unspecified: (Specify whether disclosure would jeopardize service of process or existing settlement negotiations)

#      **CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION**

Significant exposure to litigation pursuant to Government Code Section 54956.9(d)(2): (Specify number of potential cases)

#      **CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION**

Initiation of litigation pursuant to Government Code Section 54956.9(d)(4): (Specify number of potential cases)



# LIABILITY CLAIMS (Government Code Section 54956.95)

Claimant: (Specify name unless unspecified pursuant to Section 54961)

Agency claimed against: (Specify name)

# THREAT TO PUBLIC SERVICES OR FACILITIES (Government Code Section 54957)

Consultation with: (Specify name of law enforcement agency and title of officer, or name of applicable District representative and title)

# PUBLIC EMPLOYEE APPOINTMENT (Government Code Section 54957)

Title: (Specify description of position to be filled)

# PUBLIC EMPLOYEE PERFORMANCE EVALUATION (Government Code Section 54957)

Title: (Specify position title of employee being reviewed)

# PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE (Government Code Section 54957)

(No additional information is required in connection with a closed session to consider discipline, dismissal, or release.)

# CONFERENCE WITH LABOR NEGOTIATORS (Government Code Section 54957.6)

District designated representatives: (Specify names of designated representatives attending the closed session) (If circumstances necessitate the absence of a specified representative, an agent or designee may participate in place of the absent representative so long as the name of the agent or designee is announced at an open session held prior to the closed session.)

Employee organization: (Specify name of organization representing employee or employees in question)

or

Unrepresented employee: (Specify position title of unrepresented employee who is the subject of negotiations)

# CASE REVIEW/PLANNING (Government Code Section 54957.8)

(No additional information is required in connection with a closed session to consider case review or planning.)

ITEM 13  
CAPITAL  
IMPROVEMENT  
PLAN  
  
DISCUSSION  
AND  
POSSIBLE ACTION



## CAPITAL IMPROVEMENT PLAN

I have been having several inquiries about the Capital Improvement Plan (CIP) that I am in the process of developing. A CIP is a thorough inspection and review of all the Districts infrastructure. This process takes considerable amount of time and research but when complete it will prove to be a valuable compass to base budget, reserves and timelines.

What I present today is a list of the items I consider my top ten items necessary to repair, replace or establish. Also want to emphasis that though I am seeking a grant of approximately \$200,000 for Parks and Recreation, we cannot, and I will not establish that as a funding source for CIP unless we actually have the funding. We must look at funding these items through our established resources only.

Some items can be taken care of by the current talents of our staff, while other items must go through the Request for Proposal RFP process that involves prevailing wage. Also, some items are fixtures that have worn out their viable usefulness and on borrowed time.

I will address each item individually during the meeting and only list them without explanation in order of importance. All are estimates.

1. Folding chairs with seat cushions Com Bld. (replace red chairs)	150 chairs	price range	\$3000- 4,500.00
Chair Cart Com Bld. (for above chairs)	2 carts		\$600- 700.00
2. Folding tables Com Bld. (replace folding tables)	30 tables		\$2800- 3500.00
Table Cart Com Bld.	3 carts		\$600- 700.00
3. Old Fire House Cabin			\$3000- 5000.00
4. Com Bld. Security System			\$4500- 5000.00
5. Com Bld. External Doors replacement front, east side, west side, kitchen			\$5000- 6000.00
6. Com Bld. East side emergency exit steps			\$1000- 10,000.00
7. Com Bld. Office expansion and remodel			\$5000- 7000.00
8. Community Bld., Storage Bld., Park Restroom Roofs			\$30,000-40,000.00
9. Community Bld. Floor			\$33000-45000.00
10. Com Bld. Window replacement			<u>\$14000- 20000.00</u>
	Total		\$98,500.00-147,000.00

# ITEM 14

## PARK AND RECREATION EVENT COORDINATOR

### DISCUSSION AND POSSIBLE ACTION



## **PARK AND RECREATION EVENT COORDINATOR**

### **BUDGET**

15 HOURS PER WEEK X 52 WEEKS = 780 HOURS

\$17.00 x 780 = \$13,260.00

\$18.00 x 780 = \$14,040.00

\$19.00 x 780 = \$14,820.00

\$20.00 x 780 = \$15,600.00

\$21.00 x 780 = \$16,380.00

\$22.00 x 780 = \$17,160.00

### **AGREEMENT FOR SERVICES BETWEEN WRIGHTWOOD COMMUNITY SERVICES DISTRICT AND**

---

THIS AGREEMENT is made this \_\_\_\_ day of \_\_\_\_\_, 201\_ (hereinafter referred to as the “Effective Date”), by and between the WRIGHTWOOD COMMUNITY SERVICES DISTRICT, a public agency organized and operating pursuant to California Government Code Section 61000 et seq. (hereinafter referred to as the “DISTRICT”), and \_\_\_\_\_, an individual (hereinafter referred to as “CONSULTANT”). DISTRICT and CONSULTANT may individually be referred to as “Party” or collectively as “Parties” in this Agreement.

### **RECITALS**

WHEREAS, the DISTRICT desires to contract with CONSULTANT to provide services as the Parks and Recreation Activity Coordinator for the DISTRICT (hereinafter referred to as “Project”); and

WHEREAS, CONSULTANT is willing to contract with the DISTRICT to provide such services for the Project; and

WHEREAS, CONSULTANT holds itself as duly licensed, qualified, and capable of performing said services for the Project, and that CONTRACTOR is customarily engaged in an independently established trade, occupation, and/or business of the same nature as the work to be performed herein; and

WHEREAS, this Agreement establishes the terms and conditions for the DISTRICT to retain CONSULTANT to provide the services described herein for the Project.

## **COVENANTS**

NOW, THEREFORE, in consideration of the faithful performance of the terms and conditions set forth herein, the Parties hereto agree as follows:

### **ARTICLE I ENGAGEMENT OF CONSULTANT AND AUTHORIZATION TO PROCEED**

1.1 **ENGAGEMENT:** The DISTRICT hereby engages CONSULTANT, and CONSULTANT hereby accepts the engagement, to perform the Project services described in Section 2.1 of this Agreement for the term set forth in Section 5.1 of this Agreement.

1.2 **AUTHORIZATION TO PROCEED:** Authorization for CONSULTANT to proceed with all or a portion of the Project services described in Section 2.1 of this Agreement will be granted in writing by the DISTRICT as soon as both Parties sign the Agreement and all applicable insurance and other security documents required pursuant to Section 6.3 of this Agreement are received and approved by the DISTRICT. CONSULTANT shall not proceed with said Project services until so authorized by the DISTRICT, and shall commence work immediately upon receipt of the Notice to Proceed.

1.3 **NO EMPLOYEE RELATIONSHIP:** The services to be provided by CONSULTANT are outside the usual core business of the DISTRICT as a Community Services District. CONSULTANT shall perform the Project services provided for herein as an independent contractor, and not as an employee of the DISTRICT. The DISTRICT shall have ultimate control over the work performed for the Project. CONSULTANT is not to be considered an agent or employee of the DISTRICT for any purpose, and shall not be entitled to participate in any pension plans, insurance coverage, bonus, stock, or similar benefits that the DISTRICT provides for its employees. CONSULTANT shall indemnify the DISTRICT for any tax, retirement contribution, social security, overtime payment, or workers' compensation payment which the DISTRICT may be required to make on behalf of CONSULTANT or any agent or employee of CONSULTANT.

### **ARTICLE II SERVICES OF CONSULTANT**

2.1 **SCOPE OF SERVICES:** The Project services to be performed by the CONSULTANT under this Agreement are described in the Scope of Work attached hereto as Exhibit "A" and incorporated herein by this reference (hereinafter referred to as the "Scope of Work"), and shall, where not specifically addressed, include all related services ordinarily provided by the CONSULTANT under same or similar circumstances and/or otherwise necessary to satisfy the requirements of Section 3.3 of this Agreement. In case of conflict between the terms of this Agreement and the provisions of the Scope of Work, this Agreement shall govern.

### **ARTICLE III RESPONSIBILITIES OF THE DISTRICT AND OF CONSULTANT**

3.1 DUTIES OF THE DISTRICT: The DISTRICT, without cost to CONSULTANT, will provide all pertinent information necessary for CONSULTANT's performance of its obligations under this Agreement that is reasonably available to the DISTRICT unless otherwise specified in the Scope of Work, in which case the CONSULTANT is to acquire such information. The DISTRICT does not guarantee or ensure the accuracy of any reports, information, and/or data so provided. To the extent that any reports, information, and/or other data so provided was supplied to the DISTRICT by persons who are not employees of the DISTRICT, any liability resulting from inaccuracies and/or omissions contained in said information shall be limited to liability on behalf of the party who prepared the information for the DISTRICT.

3.2 REPRESENTATIVE OF DISTRICT: The DISTRICT will designate its Board of Directors (hereinafter referred to as "Board") as the body to act as the DISTRICT's representative with respect to the work to be performed under this Agreement. The Board will have complete authority to receive information and interpret and define the DISTRICT's policies pertinent to the work, although the Board will not control or direct CONSULTANT's work. In the event the DISTRICT wishes to make a change in the DISTRICT's representative, the DISTRICT shall notify the CONSULTANT of the change in writing.

3.3 DUTIES OF CONSULTANT: CONSULTANT shall perform the Scope of Work and all services for the Project in such a manner as to fully comply with all applicable professional standards of care, including professional quality, technical accuracy, timely completion, and other services furnished and/or work undertaken by CONSULTANT pursuant to this Agreement. The CONSULTANT shall cause all work and deliverables to conform to all applicable federal, state, and local laws and regulations.

3.4 APPROVAL OF WORK: The DISTRICT's approval of work or materials furnished hereunder shall not in any way relieve CONSULTANT of responsibility for the technical adequacy of its work. Neither the DISTRICT's review, approval or acceptance of, nor payment for any of the services shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement. Where approval by the DISTRICT is indicated in this Agreement, it is understood to be conceptual approval only and does not relieve the CONSULTANT of responsibility for complying with all laws, codes, industry standards, and liability for damages caused by negligent acts, errors, omissions, noncompliance with industry standards, or the willful misconduct of the CONSULTANT or its subcontractors. CONSULTANT's obligation to defend, indemnify, and hold harmless the DISTRICT, and its directors, officers, employees and agents as set forth in Section 6.9 of this Agreement also applies to the actions or omissions of the CONSULTANT or its subcontractors as set forth above in this paragraph.

## **ARTICLE IV PAYMENTS TO CONSULTANT**

4.1 PAYMENT: During the Term of this Agreement, the DISTRICT will pay CONSULTANT for services performed in accordance with the rates and estimated hours and costs set forth in the Scope of Work. The amounts set forth in the Scope of Work constitute the maximum compensation to which CONSULTANT may be entitled for the performance of services for the Project, unless this Agreement and/or the Scope of Work are changed in writing by the DISTRICT in advance of the services to be performed hereunder. Adjustments in the payment amount shall only be allowed pursuant to Section 6.4 of this Agreement.

4.2 PAYMENT TO CONSULTANT: Payment will be made by the DISTRICT within thirty (30) calendar days after receipt of an invoice from CONSULTANT, provided that all invoices are complete and CONSULTANT's work product and services are provided and performed in compliance with the terms and conditions of this Agreement. CONSULTANT shall invoice DISTRICT monthly for services performed under this Agreement. In the event that a payment dispute arises between the Parties, CONSULTANT shall provide to the DISTRICT full and complete access to CONSULTANT's labor cost records and other direct cost data, and copies thereof if requested by the DISTRICT.

4.3 COST FOR REWORK: CONSULTANT shall, at no cost to the DISTRICT, prepare any necessary rework occasioned by CONSULTANT's negligent act or omission or otherwise due substantially to CONSULTANT's fault.

## **ARTICLE V COMPLETION SCHEDULE**

5.1 TERM: The Term of this Agreement shall begin on the Effective Date, and shall expire on \_\_\_\_\_, 20\_\_, unless this Agreement is earlier terminated pursuant to the provisions of Section 6.7 below. Notwithstanding the above, the provisions of Sections 1.3, 2.2, 2.3, 3.3 and 3.4 and Articles IV, V, and VI herein shall survive the expiration and/or termination of this Agreement.

5.2 TIME OF ESSENCE: CONSULTANT shall perform all services required by this Agreement in a prompt, timely, and professional manner. Time is of the essence in this Agreement.

## **ARTICLE VI GENERAL PROVISIONS**

6.1 COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAWS: CONSULTANT shall at all times observe all applicable provisions of Federal, State, and Local laws and regulations including, but not limited to, those related to Equal Opportunity Employment.

6.2 SUBCONTRACTORS AND OUTSIDE CONSULTANTS: No subcontract shall be awarded by CONSULTANT unless prior written approval thereof is obtained from the DISTRICT. CONSULTANT shall be responsible for payment to subcontractors used by them to perform the services under this Agreement. If CONSULTANT subcontracts any of the work to be performed, CONSULTANT shall be as fully responsible to the DISTRICT for the performance of the work, including errors and omissions of CONSULTANT's subcontractors and of the persons employed by the subcontractor, as CONSULTANT is for the acts and omissions of persons directly employed by the CONSULTANT. Nothing contained in this Agreement shall create any contractual relationship between any subcontractor of CONSULTANT and the DISTRICT. CONSULTANT shall bind every subcontractor and every subcontractor of a subcontractor to the terms of this Agreement that are applicable to CONSULTANT's work unless specifically noted to the contrary in the subcontract in question and approved in writing by the DISTRICT.

6.3 INSURANCE: CONSULTANT shall secure and maintain in full force and effect, until the satisfactory completion and acceptance of the Project by DISTRICT, such insurance as will protect it and the DISTRICT in such a manner and in such amounts as set forth below. The premiums for said insurance



coverage shall be paid by the CONSULTANT. The failure to comply with these insurance requirements may constitute a material breach of this Agreement, at the sole discretion of the DISTRICT.

- (a) Certificates of Insurance: Prior to commencing services under this Agreement, and in any event no later than ten (10) calendar days after execution of this Agreement, CONSULTANT shall furnish DISTRICT with Certificates of Insurance and endorsements verifying the insurance coverage required by this Agreement is in full force and effect. The DISTRICT reserves the right to require complete and accurate copies of all insurance policies required under this Agreement.
- (b) Required Provisions: The insurance policies required by this Agreement shall include the following provisions or have them incorporated by endorsement(s):
  - (1) Primary Coverage: The insurance policies provided by CONSULTANT shall be primary insurance and any self-insured retention and/or insurance carried by or available to the DISTRICT or its employees shall be excess and non-contributory coverage so that any self-insured retention and/or insurance carried by or available to the DISTRICT shall not contribute to any loss or expense under CONSULTANT's insurance.
  - (2) Additional Insured: The policies of insurance provided by CONSULTANT, except Workers' Compensation and Professional Liability, shall include as additional insureds: the DISTRICT, its directors, officers, employees, and agents when acting in their capacity as such in conjunction with the performance of this Agreement. Such policies shall contain a "severability of interests" provision, also known as "Cross liability" or "separation of insured".
  - (3) Cancellation: Each certificate of insurance and insurance policy shall provide that the policy may not be non-renewed, canceled (for reasons other than non-payment of premium) or materially changed without first giving thirty (30) days advance written notice to the DISTRICT, or ten (10) days advance written notice in the event of cancellation due to non-payment of premium.
  - (4) Waiver of Subrogation: The insurance policies provided by CONSULTANT shall contain a waiver of subrogation against DISTRICT, its directors, officers, employees and agents for any claims arising out of the services performed under this Agreement by CONSULTANT.
  - (5) Claim Reporting: CONSULTANT shall not fail to comply with the claim reporting provisions or cause any breach of a policy condition or warranty of the insurance policies required by this Agreement that would affect the coverage afforded under the policies to the DISTRICT.
  - (6) Deductible/Retention: If the insurance policies provided by CONSULTANT contain deductibles or self-insured retentions, any such deductible or self-insured retention shall not be applicable with respect to the coverage provided to DISTRICT under such policies. CONSULTANT shall be solely responsible for any such deductible or self-insured retention and the DISTRICT, in its sole discretion, may require CONSULTANT to secure the payment of any such deductible or self-insured retention by a surety bond or an irrevocable and unconditional letter of credit.
  - (7) Sub-Contractors: CONSULTANT shall include all sub-contractors as additional insureds under the insurance policies required by this Agreement to the same extent as the DISTRICT or shall furnish separate certificates of insurance and policy

endorsements for each sub-contractor verifying that the insurance for each sub-contractor complies with the same insurance requirements applicable to CONSULTANT under this Agreement.

- (c) Insurance Company Requirements: CONSULTANT shall provide insurance coverage through insurers that have at least an “A” Financial Strength Rating and a “VII” Financial Size Category in accordance with the current ratings by the A. M. Best Company, Inc. as published in *Best’s Key Rating Guide* or on said company’s web site. In addition, any and all insurers must be admitted and authorized to conduct business in the State of California and be a participant in the California Insurance Guaranty Association, as evidenced by a listing in the appropriate publication of the California Department of Insurance.
- (d) Policy Requirements: The insurance required under this Agreement shall meet or exceed the minimum requirements as set forth below:
  - (1) Workers’ Compensation: CONSULTANT shall maintain Workers’ Compensation insurance as required by law in the State of California to cover CONSULTANT’s obligations as imposed by federal and state law having jurisdiction over CONSULTANT’s employees and Employers’ Liability insurance, including disease coverage, of not less than \$1,000,000.
  - (2) General Liability: CONSULTANT shall maintain Comprehensive General Liability insurance with a combined single limit of not less than \$1,000,000 per occurrence or claim and \$1,000,000 aggregate. The policy shall include, but not be limited to, coverage for bodily injury, property damage, personal injury, products, completed operations and blanket contractual to cover, but not be limited to, the liability assumed under the indemnification provisions of this Agreement. In the event the Comprehensive General Liability insurance policy is written on a “claims made” basis, coverage shall extend for two years after the satisfactory completion and acceptance of the Project by DISTRICT.
  - (3) Automobile Liability: CONSULTANT shall maintain Commercial Automobile Liability insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence for any owned, hired, or non-owned vehicles.
  - (4) Professional Liability: CONSULTANT shall maintain Professional Liability insurance covering errors and omissions arising out of the services performed by the CONSULTANT or any person employed by him, with a limit of not less than \$1,000,000 per occurrence or claim and \$1,000,000 aggregate. In the event the insurance policy is written on a “Claims made” basis, coverage shall extend for two years after the satisfactory completion and acceptance of the Project by DISTRICT.
  - (5) Property Coverage – Valuable Papers: Property coverage on an all-risk, replacement cost form with Valuable Papers insurance sufficient to assure the restoration of any documents, memoranda, reports, plans or other similar data, whether in hard copy or electronic form, relating to the services provided by CONSULTANT under this Agreement.

6.4 CHANGES: If the DISTRICT requests a change in the Scope of Work, an equitable adjustment shall be made and this Agreement shall be modified in writing accordingly. CONSULTANT must assert any claim for adjustment under this clause in writing within thirty (30) calendar days from the date of

receipt from CONSULTANT of the notification of change unless the DISTRICT grants a further period of time before the date of final payment under this Agreement.

6.5 NOTICES: All notices to either Party by the other shall be made in writing and delivered or mailed to such Party at their respective addresses as follows, or to other such address as either Party may designate, and said notices shall be deemed to have been made when delivered or, if mailed, five (5) days after mailing.

To DISTRICT: Wrightwood Community Services District  
1275 State Highway 2  
Post Office Box 218  
Wrightwood, CA 92397  
Attn: Board of Directors

To CONSULTANT: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

6.6 CONSULTANT'S ASSIGNED PERSONNEL: CONSULTANT designates \_\_\_\_\_ to have immediate responsibility for the performance of the work for the Project and for all matters relating to performance under this Agreement. Substitution of any assigned personnel shall require the prior written approval of the DISTRICT. If the DISTRICT determines that a proposed substitution is not acceptable, then, at the request of the DISTRICT, CONSULTANT shall substitute with a person acceptable to the DISTRICT.

6.7 TERMINATION:

- (a) The DISTRICT may terminate this Agreement or abandon any portion of the Project by giving ten (10) days written notice thereof to CONSULTANT. CONSULTANT may terminate its obligation to provide further services under this Agreement upon thirty (30) calendar days written notice only in the event of substantial failure by the DISTRICT to perform in accordance with the terms of this Agreement through no fault of the CONSULTANT.
- (b) In the event of termination of this Agreement or abandonment of any portion of the Project, the DISTRICT shall be immediately given title to all original drawings and other documents developed for the Project, and the sole right and remedy of CONSULTANT shall be to receive payment for all amounts due and not previously paid to CONSULTANT for services completed or in progress in accordance with the Agreement prior to such date of termination. If termination occurs prior to completion of any task for which payment has not been made, the fee for services performed during such task shall be based on an amount mutually agreed to by the DISTRICT and CONSULTANT. Such payments available to the CONSULTANT under this paragraph shall not include costs related to lost profit associated with the expected completion of the work or other such payments relating to the benefit of this Agreement.

6.8 ATTORNEYS' FEES: In the event that either the DISTRICT or CONSULTANT brings an action or proceeding for damages for an alleged breach of any provision of this Agreement, to interpret this

Agreement or determine the rights of and duties of either Party in relation thereto, the prevailing Party shall be entitled to recover as part of such action or proceeding all litigation, arbitration, mediation and collection expenses, including witness fees, court costs, and reasonable attorneys' fees. Such fees shall be determined by the Court in such litigation or in a separate action brought for that purpose. Mediation will be attempted if both Parties mutually agree before, during, or after any such action or proceeding has begun.

6.9 INDEMNITY:

- (a) CONSULTANT shall defend, indemnify and hold DISTRICT, including its directors, officers, employees and agents, harmless from and against any and all claims, demands, causes of action, suits, debts, obligations, liabilities, losses, damages, costs, expenses, attorney's fees, awards, fines, settlements, judgments or losses of whatever nature, character, and description, with respect to or arising out of the work to be performed under this Agreement, including without limitation, any and all such claims, demands, causes of action, suits, debts, obligations, liabilities, losses, damages, costs, expenses, attorney's fees, awards, fines, settlements, judgments or losses of whatever nature, character, and description, arising by reason of death or bodily injury to one or more persons, including the employees of CONSULTANT; injury to property of any kind, including loss of use; or economic damages of any kind, caused by, or arising out of, any alleged or actual act or omission, regardless of whether such act or omission is active or passive, by CONSULTANT, any of CONSULTANT's subcontractors or DISTRICT, including their respective directors, officers, employees, agents and assigns, excepting only such matters arising from the sole negligence or willful misconduct of the DISTRICT.
- (b) CONSULTANT shall defend, indemnify and hold DISTRICT, including its directors, officers, employees and agents, harmless from and against any and all claims, demands, causes of action, suits, debts, obligations, liabilities, losses, damages, costs, expenses, attorney's fees, awards, fines, settlements, judgments or losses of whatever nature, character, and description, with respect to or arising out of any infringement or alleged infringement of any patent, copyright or trademark and arising out of the use of any equipment or materials furnished under this Agreement by the CONSULTANT or CONSULTANT's subcontractors, including their respective directors, officers, employees, agents and assigns, or out of the processes or actions employed by, or on behalf of, the CONSULTANT or CONSULTANT's subcontractors, including their respective directors, officers, employees, agents and assigns, in connection with the performance of services under this Agreement. CONSULTANT shall have the right, in order to avoid such claims or actions, to substitute at its expense non-infringing equipment, materials or processes, or to modify at its expense such infringing equipment, materials, and processes so they become non-infringing, provided that such substituted and modified equipment, materials, and processes shall meet all the requirements and be subject to all the provisions of this Agreement.
- (c) CONSULTANT shall defend, indemnify and hold DISTRICT, including its directors, officers, employees and agents, harmless from and against any and all claims, demands, causes of action, suits, debts, obligations, liabilities, losses, damages, costs, expenses, attorney's fees, awards, fines, settlements, judgments or losses of whatever nature, character, and description, with respect to or arising out of any breach by CONSULTANT or CONSULTANT's subcontractors, including their respective directors, officers, employees, agents and assigns, of

the aforesaid obligations and covenants, and any other provision or covenant of this Agreement.

- (d) It is the intent of the Parties to this Agreement that the defense, indemnity and hold harmless obligation of CONSULTANT under this Agreement shall be as broad and inclusive as may be allowed under *California Civil Code* §§ 2778 through 2784.5, or other similar state or federal law.

6.10 SAFETY: CONSULTANT shall perform the work in full compliance with applicable State and Federal safety requirements including, but not limited to, Occupational Safety and Health Administration requirements.

- (a) CONSULTANT shall take all precautions necessary for the safety of, and prevention of damage to, property on or adjacent to the Project site, and for the safety of, and prevention of injury to, persons, including DISTRICT's employees, CONSULTANT's employees, and third persons. All work shall be performed entirely at CONSULTANT's risk. CONSULTANT shall comply with the insurance requirements set forth in Section 6.3 of this Agreement.
- (b) CONSULTANT shall also furnish the DISTRICT with a copy of any injury prevention program established for the CONSULTANT's employees pursuant to Labor Code Section 6401.7, including any necessary documentation regarding implementation of the program. CONSULTANT hereby certifies that its employees have been trained in the program, and procedures are in place to train employees whenever new substances, processes, procedures, or equipment are introduced. CONSULTANT shall demonstrate compliance with Labor Code Section 6401.7 by maintaining a copy of its Injury and Illness Prevention Plan at the Project site and making it available to the DISTRICT.

6.11 EXAMINATION OF RECORDS: All original drawings, specifications, reports, calculations, and other documents or electronic data developed by CONSULTANT for the Project shall be furnished to and become the property of the DISTRICT. CONSULTANT agrees that the DISTRICT will have access to and the right to examine any directly pertinent books, documents, papers, and records of any and all of the transactions relating to this Agreement.

6.12 OWNERSHIP OF SOFTWARE:

- (a) Subject to payment of all compensation due under this Agreement and all other terms and conditions herein, CONSULTANT hereby grants DISTRICT a nonexclusive, transferable, royalty-free license to use the Software furnished to DISTRICT by CONSULTANT under this Agreement. The license granted herein shall authorize DISTRICT to:
  - (1) Install the Software on computer systems owned, leased or otherwise controlled by DISTRICT;
  - (2) Utilize the Software for its internal data-processing purposes; and
  - (3) Copy the Software and distribute as desired to exercise the rights granted herein.
- (b) CONSULTANT retains its entire right, title and interest in the Software developed under this Agreement. DISTRICT acknowledges that CONSULTANT owns or holds a license to use and sublicense various pre-existing development tools, routines, subroutines and other programs, data and materials that CONSULTANT may include in the Software developed under this Agreement. This material shall be referred to hereafter as "Background Technology."

- (c) DISTRICT agrees that CONSULTANT shall retain any and all rights CONSULTANT may have in the Background Technology. CONSULTANT grants DISTRICT an unrestricted, nonexclusive, perpetual, fully paid-up worldwide license to use the Background Technology in the Software developed and delivered to DISTRICT under this Agreement, and all updates and revisions thereto. However, DISTRICT shall make no other commercial use of the Background Technology without CONSULTANT's written consent.

6.13 INTEGRATION AND AMENDMENT: This Agreement contains the entire understanding between the DISTRICT and CONSULTANT as to those matters contained herein. No other representations, covenants, undertakings or other prior or contemporaneous agreements, oral or written, respecting those matters, which are not specifically incorporated herein, may be deemed in any way to exist or to bind any of the Parties hereto. Each Party acknowledges that it has not executed this Agreement in reliance on any promise, representation or warranty not set forth herein. This Agreement may not be amended except by a writing signed by all Parties hereto.

6.14 ASSIGNMENT: Neither Party shall assign or transfer its interest in this Agreement without written consent of the other Party. All terms, conditions, and provisions of this Agreement shall inure to and shall bind each of the Parties hereto, and each of their respective heirs, executors, administrators, successors, and assigns.

6.15 GOVERNING LAW: This Agreement shall be construed as if it was jointly prepared by both Parties hereto, and any uncertainty or ambiguity contained herein shall not be interpreted against the Party drafting same. In the event of a conflict between the provisions of this Agreement and the Scope of Work, the provisions of this Agreement shall control. This Agreement shall be enforced and governed by the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in a state court situated in the County of San Bernardino, State of California, or in a federal court with Jurisdiction in the County of San Bernardino, State of California.

6.16 HEADINGS: Article and Section headings in this Agreement are for convenience only and are not intended to be used in interpreting or construing the terms, covenants, and conditions of this Agreement.

6.17 PARTIAL INVALIDITY: If any term, covenant, condition, or provision of this Agreement is found by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect, and shall in no way be affected, impaired, or invalidated thereby.

6.18 EFFECT OF DISTRICT'S WAIVER: Any failure by the DISTRICT to enforce any provision of this Agreement, or any waiver thereof by the DISTRICT, shall not constitute a waiver of its right to enforce subsequent violations of the same or any other terms or conditions herein.

6.19 AUTHORITY: The individuals executing this Agreement represent and warrant that they have the legal capacity and authority to sign this Agreement on behalf of and to so bind their respective legal entities.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first written above.

CONSULTANT

DISTRICT

By: \_\_\_\_\_  
[Name]  
[Title]

By: \_\_\_\_\_  
Wrightwood Community Services District  
President, Board of Directors

**EXHIBIT A**

**SCOPE OF WORK**

ITEM 15

2019/ 2020 BUDGET

CHART OF ACCOUNTS

DISCUSSION

AND

POSSIBLE ACTION





# ITEM TO BE DISTRIBUTED AT MEETING

ITEM 16

FUTURE BOARD MEETINGS  
AND  
AGENDA ITEMS

MARCH 5, 2019



# ITEM 17

## DIRECTORS COMMENTS



# ITEM 18

## AJOURNMENT

