

# ITEM 12

## RESTROOM HAND DRYER:

## DISCUSSION AND POSSIBLE ACTION



The hand dryer in the outside women's restroom is broken. I found several different hand dryers to replace the old one. To replace with the same unit is \$690. Installation would be extra. The unit we have is considered vandal resistant and to date I have not seen any damage to these units. The other units available could be damaged and that is why I would recommend replacing the unit in the Women's restroom with the same unit.

≡ MENU

# FASTAIRE HAND DRYERS INC.

vandal resistant hand dryers made in the USA

Please see menu at top for models and description.

Please contact us at (858) 454-5548 or by email [here](#).



7925 Prospect Place • La Jolla, CA 92037 • ph. 858.454.5548 • [handryer@att.net](mailto:handryer@att.net)

*Current unit*

≡ MENU

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# FASTAIRE HAND DRYERS INC.

vandal resistant hand dryers made in the USA

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## PRICING

Model HDO3    **\$625.00** comes standard with 3' hose and conduit

Model HDO3S    **\$625.00** comes standard with 2' hose and conduit

custom length hose/conduit please add \$4.00 per foot over standard size

Model HDO4    **\$690.00** comes standard with 6' hose and conduit

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7925 Prospect Place • La Jolla, CA 92037 • ph. 858.454.5548 • [handryer@att.net](mailto:handryer@att.net)



Search

Stainless Steel Electric Hand Dryers

Lavex Janitorial Stainless Steel High Speed Automatic Hand Dryer with HEPA Filtration - 110-130V, 1450W

Item #: 158LAVHD29SS



Quantity Discounts Free Shipping

Buy in lots of 4

\$141.00/Each



Home & Kitchen

Hello, Lori  
Account & Lists

Returns  
& Orders

Prime

1 Cart

Deliver to Lori  
Wrightwood 92397

Lori's Amazon.com

Browsing History

Whole Foods

Amazon Business

Pantry

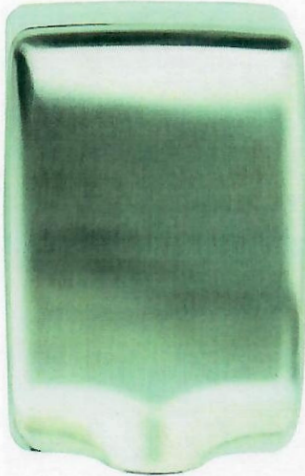
5% back on shopping

Amazon Home Shop by Room Discover Shop by Style Home Décor Furniture Kitchen & Dining Bed & Bath Garden & Outdoor Home Improvement



Take 25% off select Amazon-Exclusive Brands  
Get coupon

Home & Kitchen > Bath > Bathroom Accessories > Hand Dryers



Roll over image to zoom in



### Commercial Hand Dryer (224 mph) Automatic Electric Hand Dryers for Bathrooms, Stainless Steel

Brand: EnBath

78 ratings

Amazon's Choice for "electric hand dryer"

Price: \$129.97 & FREE Returns

Save up to 16% with business pricing. Sign up for free Amazon Business account

Available at a lower price from other sellers, potentially without free Prime shipping.

- FAST DRYING, High Speed (224 mph), Powerful Energy Efficient Technology, Savings without compromise
- STAINLESS STEEL, Durable and Attractive, adds a clean modern look that will brighten up any restroom
- COMPACT Innovative Design, Uses less wall space, Washable Filter cleans air as it circulates
- HEAVY DUTY, Built for heavy, long-term usage, Lab tested more than 500,000 times with no problem
- EASY TO INSTALL, Direct Wire (110/120v) or Plug In, Great Wall Mounted air dryer for any bathroom

#### Customer ratings by feature

Easy to install	4.6
Value for money	4.4
Warmth	4.1

[See all reviews](#)

[Compare with similar items](#)

New & Used (6) from \$71.08 FREE Shipping

[Report incorrect product information.](#)

\$129.97  
& FREE Returns

FREE delivery: Wednesday, Aug 19  
[Details](#)

In Stock.

Qty: 1

Add to Cart

Buy Now

Secure transaction

Sold by Brighter Ventures and Fulfilled by Amazon.

Add gift options

Deliver to Lori - Wrightwood 92397

Add to List

Add to Wedding Registry

New & Used (6) from \$71.08 FREE Shipping

Share

Have one to sell?

Sell on Amazon

Sponsored

#### Frequently bought together

Total price: \$186.75

Add all three to Cart

Add all three to List

Tork Matic Hand Towel Roll Dispenser with Intuition Sensor 461102, Image...

Sponsored

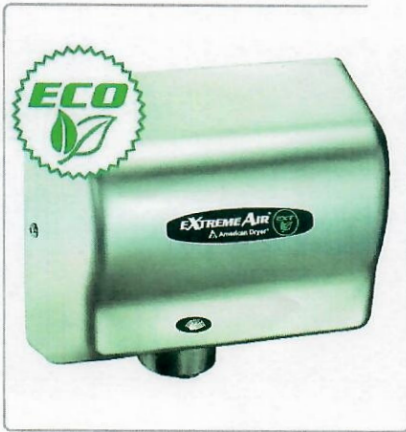
Needs filter cleaned





HOME > COMPARE PRODUCTS

# COMPARING 3 PRODUCTS



American Dryer

American Dryer EXT7-SS Extreme Air Hand Dryer, ExtremeAir, 540 Watts, No Heat, GreenSpec, LEED, 100-240 Smart Voltage, Adjustable Quiet Levels, Antimicrobial, Stainless Steel Cover, Commercial Hand Dryer

**\$551.25**

\$745.50 | Savings: \$194.25

CHOOSE OPTIONS



American Dryer

American Dryer GXT9-M Extreme Air Hand Dryer, ExtremeAir, GreenSpec, LEED, 100-240 Smart Voltage, Adjustable Quiet Levels, Antimicrobial, White Steel Cover, Commercial Hand Dryer

**\$467.25**

\$651.00 | Savings: \$183.75

CHOOSE OPTIONS



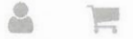
American Dryer

American Dryer GXT9-SS Extreme Air Hand Dryer, ExtremeAir, GreenSpec, LEED, 100-240 Smart Voltage, Adjustable Quiet Levels, Antimicrobial, Stainless Steel Cover, Commercial Hand Dryer

**\$572.25**

\$766.50 | Savings: \$194.25

CHOOSE OPTIONS

 A search bar with a magnifying glass icon on the right side.

HOME > HAND DRYERS

## Dyson AB14-G Airblade dB Hand Dryer, Polycarbonate ABS, Energy Efficient Hand Dryer, Grey, 50% Quieter than AB04

DYSON

9 reviews

Our Price: **\$1,349.00**



**Product Code:** AB14-G



# ITEM 13

## PER CAPITA GRANT CONSULTANT INVOICE:

## DISCUSSION AND POSSIBLE ACTION



## Per Capita Grant Payment Request

At the October 1, 2019 Board meeting, the Board decided to postpone the Per Capita Grant process until the allocations were published. Since there was no confirmed date for the allocation to be announced and published on their website, the Board wanted to show good faith and pay me for a base of 40 hours work performed from August 6 – September 3, 2019. This payment came with the caveat that I also include the associated project material and relinquish material ownership. In good faith I agreed and also included the material developed between September 3 – October 1, 2019. Director Schneider made a motion to accept and pay the invoice and Director Lopiccolo seconded. The motion was approved unanimously.

Payment for additional work was not approved in caution that the allocation was possibly not going to happen or if the Board decided not to pursue the grant. The Consultant Agreement was also postponed until the allocation posting.

Also, concerning the discussion of work performed from September 3 – October 1, 2019, Director Franklin expressed his recollection of the September 3 Board Meeting, 'that I was told not to proceed with work in September.' His suggestion was that I should not get paid for those hours. President Zuber and Director Schneider felt otherwise, the other two Board members did not comment, and Mr. Kennedy suggested that I bill those hours separately. There was no motion taken.

The following day, October 2, 2019, I turned over all Per Capita Grant materials and submitted an invoice that showed the dates and activities for both August and September. The invoice billing was for the approved 40 hours of work at the rate of \$40 per hour totaling \$1600.00. It also showed an unpaid balance of 36.5 hours at a rate of \$40 per hour totaling \$1,460.00.

I postponed invoicing for the 36.5 hours because the initial \$1,600 (40 X \$40) was the minimum base payment agreed upon and though there hasn't been a signed agreement that stipulates any limits or guidelines, I felt that if the District somehow did not receive an allocation or if the program was discontinued, I may consider not to invoice for these hours. So, I purposely waited until the allocation posting to implement this invoice. The Board has chosen to proceed with the process establishing the Standing Committee.

Because of Director Franklin's comment about action taken at the Sept 3 meeting placing the grant work on hold, I decided to review the Board minutes and audios for August, September, and October 2019. If the Board had motioned to postpone the process in part or in whole, I would know this through the minutes and audio.

The August 6 Board minutes (no audio available) reflected the Board's willingness to pursue up to three grants, hold five public community workshops and seek public input through social media, emails, and personal contact.

The September 3, 2019 minutes does not encapsulate the discussion and does not show a motion. The audio file reveals a 40 minute discussion covering several related aspects and suggestions. There was lots of discussion that blended the park agenda items together leading to a motion. The motion was interrupted by Director Franklin, who switched the focus towards a contract discussion. No motion/action by the Board to postpone holding the workshops, postpone the grant process or the consulting agreement was invoked.

After reviewing the September 3 Board meeting material/audio, I believed I continued to perform the tasks that was confirmed at the August 6 Board meeting. I did so cautiously not to create any further individual application work.

Thank you

Al Morrissette



## Per Capita Grant Consultation Continuation

The Board now knows the amount of the allotment for the WCSD to move forward with grant proposal(s). Obvious Covid-19 caught everyone off guard and the state delayed allocations until June 7, 2020. The WCSD was one of over 700 government agencies that qualified and was allocated funding. The WCSD has been allocated \$177,952 from the primary fund, plus qualified for an extra \$3,522 through a special program for agencies with less than 200,000 residents. This combined funding equals a total of \$181,474. The WCSD was also given a waiver of the 20% Match because you qualified as a Severely Disadvantage Community (saving the Board \$37,000 in Match Fund).

If the Board would like me to continue developing the Grant proposal(s), I encourage the Board bring forward the consultant agreement including hourly and wage caps to the next Board meeting.

Since General Manager Golden is the District's liaison with OGALS, the grant(s) need to be channeled through her. I will hold a provisional role: involving the application, narrative and other tasks determined by the Committee/Board enabling my hours to be utilized for specific tasks set by the Board/GM. I can help resolve or clarify issues or challenges that may come up. The Board has established a Standing Committee enabling much of the work that I was initially going to perform. This now can be implemented by the Park Committee, GM, and staff. This would help keep my time minimal yet provide maximum productivity. My compositions would be review by the Park Committee and the Board prior to having the GM submit the application(s). The work that was performed in August and September 2019 is still useful and appropriate to utilize.

The new timeline is on the Per Capita Website:

**Now** – Attend mandatory Per Capita technical assistance workshop (done by GM Golden)

**Now** – Pass Resolution accepting Per Capita Funds (Done by the Board July 2019, already submitted)

**Now** – Identify project(s) (Park Committee is in the process)

**Through December 2021** – Submit application package(s) by email to your OGALS Project Officer.

**June 2022** – Contract must be fully encumbered, signed by OGALS and the Grantee

**Through December 2023**- Complete all projects

**Through March 2024** – Submit project completion package to your OGALS Project Officer

There are 700 applicants (many with multiple projects) submitting applications, the State reviews applications based upon time and date of the submittals. The final date to submit an application package is December 2021, which is only 16 months away and there is a lot to do prior to the submittal. I suggest a milestone of December 2020 or as soon as possible, it will depend upon when everything is finished and compiled. The State's grant approval process will get bottled neck quickly, it will include a physical site inspection and the whole application process being reviewed at multiple levels within the OGALS Team.

Thank you



Al Morrissette



# INVOICE

October 2, 2019

Wrightwood Community Services District  
 PO Box 218  
 Wrightwood, CA 92397

			Hours	Charge	
8/6/2019	Tuesday	Board Meeting	Grant Writer Presentation-Per Capita Grant (6)		
8/8/2019	Thursday	HS Park Research	Equipment research-play/restrooms (6)(ADA research 3)	9	
8/12/2019	Monday	HS Park Layout	Design HS Park layout	9	
		VN Park Research/SP research	Parking lot/VN Park/Vet Park/Buildings(4) SP Park research meeting research (3)	7	
8/13/2019	Tuesday	Steve Kennedy Email	Contract review-Kennedy-email/phone (0.5)		N/C
8/21/2019	Wednesday	Questionaire	Phone w State/Research population/answer questionnaire/Lori	6	
8/27/2019	Tuesday	ComPark Wkshop	Grant Workshop-Per Capita Grant 6pm-7pm/ Kennedy Contract review-email Final	4.5	
8/29/2019	Thursday	Board Meeting items	set up for Board Meeting	1	
8/30/2019	Friday		TOTAL	36.5	
9/1/2019	Sunday	Park Visit	Discussion w HS/Vet/VN visitors	4	
9/3/2019	Tuesday	Board Meeting	Contract/grant update (3.5)/Meeting Wrightwood Deveopment (3)	6.5	
9/4/2019	Wednesday	ComPark Wkshop	Grant Workshop-Per Capita Grant 10am-11am	3	
9/7/2019	Saturday	ComPark Wkshop	Grant Workshop-Per Capita Grant 10am-11am	4	
		ComPark Wkshop	Grant Workshop-Per Capita Grant 6pm-7pm (3)/Two new Proposition 68 Programs (Lori E-mail) (.5)	3.5	
9/9/2019	Monday	Rob Errett Email	Bike Track info review	1.5	
9/11/2019	Wednesday	Steve Kennedy Email	Contract review-Kennedy-email/phone (2.5)		N/C
9/12/2019	Thursday	ComPark Wkshop	Grant Workshop-Per Capita Grant 10am-11am	4	
9/14/2019	Saturday	Monica Discussion	Phone w Monica/Email from Monica/Review-sports park	2	
9/19/2019	Thursday	Monica Discussion	Phone w Monica-Sports Park	0.5	
9/20/2019	Friday	Steve Kennedy Email	Final contract review/ Board Meeting Information (2.5)		N/C
9/25/2019	Wednesday	Skate Park Discussion	Visit Skate Park discussions w/skaters	3	
9/28/2019	Saturday	Application format	Format grant application	4	
9/29/2019	Sunday			36	
10/1/2019	Tuesday	<b>Board Meeting</b>	Per Capita Contract/Projects Discussion	4	
			Total Hours	76.5	
			Hours Billed	40	\$1,600.00
			Hours not billed	36.5	\$1,460.00
					BILLED 10/2/2019
					PENDING PAYMENT

Please pay the billed hours upon receipt \$1,600.00

Thank You  
 Albert Morrissette  
 PO Box 720434  
 Pinon Hills, CA 92372





# INVOICE

August 24, 2020

Wrightwood Community Services District  
 PO Box 218  
 Wrightwood, CA 92397

			Hours	Charge	
8/6/2019	Tuesday	Board Meeting	Grant Writer Presentation-Per Capita Grant (6)	N/C	
8/8/2019	Thursday	HS Park Research	Equipment research-play/restrooms (6)(ADA research 3)		Paid 10/2019
8/12/2019	Monday	HS Park Layout	Design HS Park layout		Paid 10/2019
8/13/2019	Tuesday	VN Park Research/SP research	Parking lot/VN Park/Vet Park/Buildings(4) SP Park research meeting research (3)		Paid 10/2019
8/21/2019	Wednesday	Steve Kennedy Email	Contract review-Kennedy-email/phone (0.5)	N/C	
8/27/2019	Tuesday	Questionnaire	Phone w State/Research population/answer questionnaire/Lori		Paid 10/2019
8/29/2019	Thursday	ComPark Wkshop	Grant Workshop-Per Capita Grant 6pm-7pm/ Kennedy Contract review-email Final		Paid 10/2019
8/30/2019	Friday	Board Meeting items	set up for Board Meeting		Paid 10/2019
			TOTAL		
			36.5		
9/1/2019	Sunday	Park Visit	Discussion w HS/Vet/VN visitors		Paid 10/2019
9/3/2019	Tuesday	Board Meeting	Contract/grant update (3.5)/Meeting Wrightwood Deveopment (3)		Invoiced 8/20
9/4/2019	Wednesday	ComPark Wkshop	Grant Workshop-Per Capita Grant 10am-11am		Invoiced 8/20
9/7/2019	Saturday	ComPark Wkshop	Grant Workshop-Per Capita Grant 10am-11am		Invoiced 8/20
9/9/2019	Monday	ComPark Wkshop	Grant Workshop-Per Capita Grant 6pm-7pm (3)/Two new Proposition 68 Programs (Lori E-mail) (.5)		Invoiced 8/20
9/11/2019	Wednesday	Rob Errett Email	Bike Track info review		Invoiced 8/20
9/12/2019	Thursday	Steve Kennedy Email	Contract review-Kennedy-email/phone (2.5)	N/C	
9/14/2019	Saturday	ComPark Wkshop	Grant Workshop-Per Capita Grant 10am-11am		Invoiced 8/20
9/19/2019	Thursday	Monica Discussion	Phone w Monica/Email from Monica/Review-sports park		Invoiced 8/20
9/20/2019	Friday	Monica Discussion	Phone w Monica-Sports Park		Invoiced 8/20
9/25/2019	Wednesday	Steve Kennedy Email	Final contract review/ Board Meeting Information (2.5)	N/C	
9/28/2019	Saturday	Skate Park Discussion	Visit Skate Park discussions w/skaters		Invoiced 8/20
9/29/2019	Sunday	Application format	Format grant application		Invoiced 8/20
			36		
10/1/2019	Tuesday	<b>Board Meeting</b>	Per Capita Contract/Projects Discussion		Invoiced 8/20
			Total Hours		
			76.5		
			Payment Made 10/2/2019	40	BILLED \$1,600.00 10/2/2019
			Balance Due	36.5	PENDING \$1,460.00 PAYMENT

Please pay the billed hours upon receipt \$1,460.00

Thank You  
 Albert Morrissette  
 77 Arlene Ave  
 North Versailles, PA 15137







**Allocations for California Drought, Water, Parks,  
Climate, Coastal Protection, and Outdoor Access for  
All Act of 2018 Per Capita Grant Program**  
All Allocations Rounded to the Thousands

**County and Regional Park District Allocations  
(40 Percent of \$185,000,000)**

San Bernardino	City of Grand Terrace	\$ 177,952
San Bernardino	City of Hesperia	\$ 177,952
San Bernardino	City of Highland	\$ 177,952
San Bernardino	City of Loma Linda	\$ 177,952
San Bernardino	City of Montclair	\$ 177,952
San Bernardino	City of Needles	\$ 177,952
San Bernardino	City of Ontario	\$ 177,952
San Bernardino	City of Rancho Cucamonga	\$ 177,952
San Bernardino	City of Redlands	\$ 177,952
San Bernardino	City of Rialto	\$ 177,952
San Bernardino	City of San Bernardino	\$ 177,952
San Bernardino	City of Twentynine Palms	\$ 177,952
San Bernardino	City of Upland	\$ 177,952
San Bernardino	City of Victorville	\$ 177,952
San Bernardino	City of Yucaipa	\$ 177,952
San Bernardino	Daggett CSD	\$ 177,952
San Bernardino	Helendale CSD	\$ 177,952
San Bernardino	Hesperia RPD	\$ 177,952
San Bernardino	Morongo Valley CSD	\$ 177,952
San Bernardino	Newberry CSD	\$ 177,952
San Bernardino	Phelan Piñon Hill CSD	\$ 177,952
San Bernardino	Rim of the World RPD	\$ 177,952
San Bernardino	Town of Apple Valley	\$ 177,952
San Bernardino	Town of Yucca Valley	\$ 177,952
<b>San Bernardino</b>	<b>Wrightwood CSD</b>	<b>\$ 177,952</b>
San Bernardino	Yermo CSD	\$ 177,952
San Diego	City of Chula Vista	\$ 177,952
San Diego	City of Coronado	\$ 177,952
San Diego	City of Del Mar	\$ 177,952
San Diego	City of El Cajon	\$ 177,952



**Entities with Populations Less Than 200,000 in Heavily Urbanized Counties  
Per Capita Grant Program  
(\$10,375,000)**

<b>County</b>	<b>Jurisdiction</b>	<b>Allocation</b>
San Bernardino	City of Victorville	\$ 77,341
San Bernardino	City of Yucaipa	\$ 32,809
San Bernardino	Daggett CSD	\$ 306
San Bernardino	Helendale CSD	\$ 4,337
San Bernardino	Hesperia RPD	\$ 44,171
San Bernardino	Morongo Valley CSD	\$ 2,171
San Bernardino	Newberry CSD	\$ 1,689
San Bernardino	Phelan Piñon Hill CSD	\$ 1,345
San Bernardino	Rim of the World RPD	\$ 17,666
San Bernardino	Town of Apple Valley	\$ 45,839
San Bernardino	Town of Yucca Valley	\$ 13,345
San Bernardino	Wrightwood CSD	\$ 3,522
San Bernardino	Yermo CSD	\$ 1,258
San Diego	City of Coronado	\$ 14,981

**Results for Unincorporated (County: San Bernardino)**

Latitude, longitude 34.3608678, -117.6337481

Median Household Income \$42,088

The project serves a severely disadvantaged community. Match is NOT required.

This is using the Districts Community Buildings address

# ITEM 14

## PER CAPITA GRANT STANDING COMMITTEE:

## DISCUSSION AND POSSIBLE ACTION





# ITEM 15

## SNOW REMOVAL AD HOC COMMITTEE:

## DISCUSSION AND POSSIBLE ACTION



AGREEMENT FOR SERVICES BETWEEN  
WRIGHTWOOD COMMUNITY SERVICES DISTRICT AND  
ROLLINGS & MCDONALD CONSULTING

This Agreement is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between the WRIGHTWOOD COMMUNITY SERVICES DISTRICT (hereinafter referred to as "CLIENT") and ROLLINGS & MCDONALD CONSULTING (hereinafter referred to as "CONSULTANT").

WITNESSETH

The parties hereto do agree as follows:

Section 1. RECITALS. This Agreement is made and entered into with respect to the following facts:

- A. The CLIENT, the Wrightwood Community Services District, desires to undertake certain activities related to the analysis of the possibility of activating its snow removal services as outlined in Government Code Section 61111(w) which shall include, but not be limited to, the preparation of Preliminary Financial Feasibility Study and alternatives for funding (hereinafter referred to as "the Project");
- B. The CLIENT desires a highly qualified CONSULTANT to provide technical assistance in the area of local government reorganization and financial analysis; CONSULTANT is qualified by virtue of experience, training, and expertise to provide such services;
- C. The CONSULTANT represents that it is duly licensed, qualified, and capable of performing such Project services, and that CONSULTANT is customarily engaged in an independently established trade, occupation, and/or business of the same nature as the work to be performed herein, and has agreed to perform such work pursuant to this Agreement; and,
- D. The CLIENT desires to contract with the CONSULTANT based on the following terms and conditions.

SECTION 2. THEREFORE, IT IS AGREED AS FOLLOWS:

- A. Employment – The CLIENT hereby employs the CONSULTANT and the CONSULTANT hereby accepts such employment for purposes of aiding the CLIENT in development of the Project, including but not limited to, the preparation of the Preliminary Financial Feasibility Study to determine the feasibility of assuming snow removal services and powers for the community. The CONSULTANT shall diligently perform the tasks and prepare the documents necessary as reviewed with and agreed to by the Client
- B. Compensation.
  - (1) The total amount paid for services rendered by CONSULTANT pursuant to this contract shall not exceed the sum of one thousand dollars (\$1,000.00) along with travel reimbursement costs at \$0.50 per mile. The CONSULTANT shall be paid at the rate of \$100.00 per hour for a maximum of 10 hours for the project. Periodic payments shall be made within 30 days of receipt of a statement for services rendered which are anticipated to be provided on a monthly basis. Additional work may be authorized if agreed to be the Parties, and if authorized, will be compensated at the rates and in the manner set forth in this agreement.



(2) CLIENT shall reimburse costs advanced by CONSULTANT on Client's behalf, as well as other expenses, in addition to the amount billed for services rendered. These currently include, but are not limited to, extraordinary photocopy charges and any costs of producing or reproducing photographs, documents and other things necessary for the preparation or presentation of Preliminary Financial Feasibility. All costs will be itemized on the monthly statement.

C. Maintenance of Records.

Books, documents, papers, accounting records, and other evidence pertaining to costs incurred shall be maintained by CONSULTANT and made available at all reasonable times during the Agreement period and for four (4) years from the date of final payment under this agreement for inspection by CLIENT.

D. Term and Time of Performance.

The term of this Agreement shall be for the period from the date of this agreement as first shown above until completion of the document and presentation of same to the Board of Directors of the Wrightwood Community Services District or until its abandonment by the CLIENT whichever occurs first. The contract may be extended upon the same terms at the mutual agreement of the Parties.

E. Delays in Performance.

Neither CLIENT nor CONSULTANT shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-- performing party. For purposes of this Agreement, such circumstances include but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war; riots and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage or judicial restraint.

Should such circumstances occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

F. Compliance with Law.

CONSULTANT shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local government.

G. Standard of Care.

CONSULTANT's services will be performed in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions. The Project services to be performed by CONSULTANT pursuant to this Agreement are outside the usual course of CLIENT's business. CONSULTANT shall perform the Project services provided for herein as an independent contractor, and not as an employee of CLIENT. CONSULTANT is not considered an agent or employee of CLIENT for any purpose and shall not be entitled to participate in any pension plans, insurance coverage, bonus, or similar benefits that CLIENT provides for its employees. CLIENT's representatives



will have complete authority to receive information and interpret and define CLIENT's policies pertinent to the Project, although such persons shall not control or direct CONSULTANT's work.

H. Assignment and Subconsultant.

CONSULTANT shall not assign, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the written consent of CLIENT, which may be withheld for any reason. Nothing contained herein shall prevent CONSULTANT from employing independent associates and subconsultants as Consultant may deem appropriate to assist in the performance of services hereunder.

I. Integration.

This Agreement represents the entire understanding of CLIENT and CONSULTANT as to those matters contained herein and supersedes and cancels any prior oral or written understanding, promises or representations with respect to those matters covered hereunder. This Agreement may not be modified or altered except in writing signed by both parties hereto.

J. Insurance.

Commercial General Liability

CONSULTANT shall maintain occurrence version Commercial General Liability Insurance or equivalent form with a combined single limit of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate, for bodily injury, personal injury, and property damage. The general liability program may utilize either deductibles or provide coverage excess of a self-insured retention, subject to written approval by LAFCO.

Automobile Liability

At all times during the performance of the work under this Agreement the CONSULTANT shall ensure that all vehicles used to provide the services hereunder, whether CONSULTANT-owned or owned by CONSULTANT's employees, are covered by Automobile Liability Insurance for bodily injury and property damage including coverage for owned, non-owned and hired vehicles.

Coverage for Automobile Liability Insurance shall be at least as broad as Insurance Services Office Form Number CA 0001 (ed. 6/92) covering automobile liability, Code 1 (any auto).

Workers' Compensation/Employer's Liability

At all times during the performance of the work under this Agreement and for 24 months following the date of Project completion and acceptance by CLIENT, the CONSULTANT shall maintain workers' compensation in compliance with applicable statutory requirements and Employer's Liability Coverage in the amount of \$1,000,000 per occurrence.

Such insurance shall include an insurer's Waiver of Subrogation in favor of LAFCO and will be in a form and with insurance companies acceptable to LAFCO

If insurance is maintained, the workers' compensation and employer's liability program may utilize



either deductibles or provide coverage excess of a self-- insured retention, subject to written approval by LAFCO.

#### Evidence Required

Prior to execution of the Agreement, the CONSULTANT shall file with CLIENT evidence of insurance from an insurer or insurers certifying to the coverage of all insurance required herein. Such evidence shall include original copies of the ISO CG 2010 (or insurer's equivalent) signed by the insurer's representative and Certificate of Insurance (ACORD Form 25-S or equivalent). All evidence of insurance shall be signed by a properly authorized officer, agent or qualified representative of the insurer and shall certify the names of the insured, any additional primary insureds, where appropriate, the type and amount of the insurance, the location and operations to which the insurance applies, and the expiration date of such insurance.

#### Policy Provisions Required

All policies shall contain a provision for 30 days advance written notice by the insurer(s) to CLIENT any cancellation. Statements that the carrier "will endeavor" and "that failure to mail such notice shall impose no obligation and liability upon the company, its agents or representatives," will not be acceptable on certificates.

All policies shall contain a provision stating that the CONSULTANT's policies are primary insurance and that the insurance of CLIENT or any Additional Insured shall not be called upon to contribute to any loss.

#### K. Indemnification.

CONSULTANT hereby agrees to and does indemnify, defend and hold harmless the CLIENT, from any and all claims, liabilities, and expenses, including attorneys' fees or costs that arise out of CONSULTANT'S performance of this Agreement. The only exception to CONSULTANT's responsibility to protect, save, defend and hold harmless CLIENT, is due to the sole negligence, willful misconduct or active negligence of CLIENT. This hold harmless Agreement shall apply to all liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification, etc. to be provided by CONSULTANT.

#### L. Laws, Venue, and Attorneys' Fees.

This Agreement shall be interpreted in accordance with 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 court situated in the County of San Bernardino, State of California. In the event of any such litigation between the parties, the prevailing party shall be entitled to recover all reasonable costs incurred, including reasonable attorney's fees, as determined by the court.

#### M. Termination or Abandonment.

- (a) CLIENT has the right to terminate this Agreement, with or without cause, in its sole discretion, by giving ten (10) working days written notice to CONSULTANT.

In such event, CONSULTANT shall, on the CLIENT'S request, promptly surrender to the CLIENT all

completed work and work in progress and all materials, records, and notes procured or produced pursuant to this agreement. The CONSULTANT may retain copies of such work products as part of its record of professional activity. CLIENT shall pay CONSULTANT the reasonable value of services rendered for any portion of the work completed prior to termination. If said termination occurs prior to completion of any task for the Project for which a payment request has not been received, the charge for services performed during such task shall be the reasonable value of such services, based on an amount mutually agreed to by CLIENT and CONSULTANT of the portion of such task completed but not paid prior to said termination. CLIENT shall not be liable for any costs other than the charges or portions thereof which are specified herein. CONSULTANT shall not be entitled to payment for unperformed services and shall not be entitled to damages or compensation for termination of work.

(b) Consultant may terminate its obligation to provide the tasks and/or services identified under this Agreement upon thirty (30) days written notice to CLIENT.

N. Notice.

Notices pursuant to this agreement shall be given by personal service or by deposit of the same in the custody of the United States Postal Service, postage prepaid, addressed as follows:

CLIENT:

Wes Zuber, President  
Wrightwood Community Services District  
P.O. Box 218  
Wrightwood, CA 92397  
Phone: (760)249-3205

CONSULTANT

Kathleen Rollings-McDonald  
Rollings & McDonald Consulting  
1635 Henrietta Street  
Redlands, CA 92373  
Phone: (909)801-9568

Notices shall be deemed to be given as of the date of personal service or two (2) days following the deposit of the same in the course of transmission of the United States Postal Service.

Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than CLIENT and the CONSULTANT.

O. Severability.

The unenforceability, invalidity or illegality of any provision(s) of this Agreement shall not render the other provisions unenforceable, invalid or illegal.



IN WITNESS WHEREOF, this Agreement has been duly authorized and executed by the parties hereto on the day and year first herein above written.

**Wrightwood Community Services District:**

BY: \_\_\_\_\_

DATE: \_\_\_\_\_

**ROLLINGS & McDONALD Consulting**

BY: \_\_\_\_\_

DATE: \_\_\_\_\_

Kathleen Rollings-McDonald, Principal

# ITEM 16

## “CAUGHT IN THE ACT” PROGRAM FOR KIDS:

## DISCUSSION AND POSSIBLE ACTION





Laura Zuber has presented a program for kids in the community to get rewarded for doing good. The reward would be a gift card to a local business. Periodically, the CSD could announce a trash clean up activity for the kids or just randomly show up at the skatepark and give out cards to those that are wearing the correct equipment.

# ITEM 17

## UPCOMING ELECTION:

## DISCUSSION AND POSSIBLE ACTION





With the upcoming election, some questions have been raised as to what the CSD is allowed to do. Are employees allowed to campaign or recommend a candidate on their own time? Can election signs be posted on CSD property? Can the Board Members or employees campaign for the measure on the ballot?

# ITEM 18

## SKATE PARK:

### DISCUSSION AND POSSIBLE ACTION





The following was received by the Board and the General Manager:

4 August 2020

Lori,

I just had a huge scare at the Skateboard Park and I am pretty upset. I drove out of the library and was going west on Apple. I stopped at the stop sign at Apple and Pine. There was a group of boys - about 8 or so - standing on Apple in the eastbound lane with their skateboards. I crept across the intersection and was going about 5 mph. Most of the group saw me and made eye contact. Suddenly one of the boys jumps onto his skateboard and literally rode out in front of my car (I don't think he saw me). I screamed and slammed on my brakes. So they all looked at me and one of them said "Chill". I was so angry and yelled at them to get out of the street - which of course they did not. I think the part that infuriated me the most was that not one of them was wearing a helmet.

That corner and the park is an accident waiting to happen and the CSD will carry the responsibility for it. There has never been any supervision of that park and something needs to be done. If I was to hit one of those children, it would come back on me, even if it wasn't my fault. And the last thing I would ever want to do is to hurt a child.

Please take this to the board and address this issue.

Sincerely,

Lynn Crawford  
PO Box 3258  
Wrightwood, CA 92397  
760-249-8869

# ITEM 19

## PROPOSED PARKING LOT RENTAL:

## DISCUSSION AND POSSIBLE ACTION





The Wrightwood Property Owners Association (WWPOA) is asking to rent the parking lot on Saturday, September 19, 2020 for a community event. The event is Celebrate Wrightwood and will be conducted outside with the exception of storing ice cream in the Community Building kitchen. The event is waiting on county approval as well as CSD approval.

- 1 Enter on Pine St. at the rear of the bank
- 2 Participants will have tables set up 6 feet apart
- 3 Exit to the parking lot will be on the Blue Ridge side
- 4 Musicians will be setup at the Vivian Null gazebo and throughout town
- 5 Participants will sign a contract to avoid liability issues
- 6 Tickets are required to enter the event area and include the guidelines and waiver
- 7 The San Bernardino County Sheriff and the Fire Department will both be notified of the event
- 8 There will be a trained security person on site
- 9 Sanitation stations will be setup in every aisle of the parking lot
- 10 Social Distancing will be encouraged
- 11 Ice cream to be distributed by masked and gloved volunteers
- 12 Portable restrooms will be used with hand washing stations
- 13 A clean up team will clean the site after the event

# “Celebrate Wrightwood”

## COMMUNITY EVENT

### HEALTH AND SAFETY PLAN

**SPONSOR:** WWPOA (President, Randy Marbach) (Members of other community organizations and businesses have been involved in the planning of this event and will take steps for their organization to become official co-sponsors of the event.)

**DATE SUBMITTED:** August 2020

**DATE OF PROPOSED EVENT:** Once the San Bernardino County Health Department approves gatherings with appropriate safety precautions. **Tentative date September 19, 2020.**

**Time of event:** Set up at 8:00am Event begins 11:00 am to 3:00pm (Clean up from 3:00-6:00)

**Place:** The event is planned to be conducted outside. The Parking Lot of the Wrightwood Community Building on SH2/Park/Pine has been reserved. The kitchen of the Community Building will be used for storage of ice cream. Vivian Null park will be one location of live music performance. The event entry will be at the Pine Street opening of the Community Building parking lot to the rear of the bank. Participants will set up tables/booths spaced 6' apart in a maze up and down the entire parking lot. The exit will be on the other side of the Community Building parking lot near the Blue Ridge Inn. Street musicians staged throughout the village will draw participants to the stores and businesses in the rest of the village. No streets or roads will be shut down.

**OBJECTIVE:** Our village is currently in shut-in mode due to the 7month long pandemic. All traditional community events have been cancelled. Our traditional Christmas and winter events were cancelled due to extreme weather conditions. Our community typically enjoys at least monthly events and lots of music that contribute to the Wrightwood lifestyle. A safe community event for local residents would be welcome by all, once governing agencies lift the shut in.

In anticipation that we will reach this point, we intend to be prepared to sponsor an event that will provide the Wrightwood charm in a safe manner with the Wrightwood residents in mind. Our objective is to have completed preparations for a “Wrightwood residents only” event in a safe way with the traditional Wrightwood flare including music, trees, and community spirit. Once county and state restrictions lift, we hope to be able to schedule an event for residents with preparations already in place.



**WHO:** Advertising for the event will be low key with advertising outreach to Wrightwood residents only.

The "Celebrate Wrightwood" event will be open to Wrightwood residents, Wrightwood organizations, and Wrightwood businesses.

## **SAFETY PLAN**

### **I. Liability issues**

- a. A participation contract must be signed by all hosting organizations and businesses.
  - i. The contract will include a Hold Harmless Clause that applies to the Wrightwood CSD and the organizers of the event.
  - ii. The contract will include an agreement of participants to follow the guidelines for safety set forth by the organizers of the event, the Wrightwood CSD, the County of San Bernardino and the State of California
- b. Guests must present a signed ticket for entry into the event.
  - i. Entry into the event will be controlled with one-way entrance into the event via Pine Street behind the bank. All other entry points will be supervised and guests redirected to enter from Pine Street.
  - ii. Signed tickets will be collected at the entry gate.
  - iii. The hold harmless waiver printed on the entry ticket will include a Hold Harmless Clause that applies to the Wrightwood CSD and all organizers of the event.
  - iv. The contract will include the agreement by participants to follow the guidelines for safety set forth by the organizers of the event, the Wrightwood CSD, the County of San Bernardino and the State of California.

### **II. Security**

- a. The San Bernardino County Sheriff's Office and the Fire Department will be notified of the event.
- b. A trained security person will be on site during the event.
- c. Live cell phone communication between event organizers will be used during the event.

### **III. Sanitation Issues**

- a. Hand Sanitation stations with signs will be set up in every aisle of the maze in the parking lot of the venue.
- b. Participants will be encouraged to provide sanitation stations at their table.
- c. Hand Sanitation stations with signs will be available at the ice cream distribution area of the venue.
- d. Social distancing signs will be posted throughout the maze in the parking lot and throughout the venue.
- e. Participant tables will be set up with a distance of at least 6' between booths/tables.
- f. Participants must submit a Safety/Sanitation Plan for approval to the organizers of the event prior to being approved for participation.
  - i. The plans must include face mask safety, hand sanitizing, handout sanitation and safety, social distancing, and surface contact sanitation.

### **IV. Participants (those with booths/tables set up to share)**

- a. All participants will present *their safety plan* to the event organizers, prior to being accepted as participants to make certain their equipment, display, handouts and interactions with the public are safe and in keeping with state, and local requirements.
- b. All participants will check in the day of the event and verify that they have not been exposed to the virus and that they are symptom free. The check-in shall be documented.
  - i. Record of the check-in shall be maintained by the organizers of the event.
  - ii. Record of the Participant Safety Plan will be maintained
- c. Participants will maintain safe social distance, keep their booth/table sanitary, wear a mask, and refrain from allowing guest to congregate in an unsafe manner.
- d. Participants will prepare and distribute items or information from their booth in a sanitary manner.
- e. Participants will maintain safe social distancing with all others at the event.

### **V. Guests (local residents)**

- a. Wrightwood residents will be provided a free ticket to the Celebrate Wrightwood event. The ticket must be signed by the resident in order to gain entry to the event and to receive a free ice cream.
  - i. The ticket includes a statement that the guest has not been exposed to the virus and does not have any symptoms.
  - ii. The ticket includes an agreement that the guest will abide by all rules of local and state government and will maintain safe social distance, wear a mask and refrain from congregating at the event.



- iii. The guest will enter the event on Pine Street behind the bank and provide the signed ticket to one of the organizer participants stationed at the entry. The ticket will be checked for a signature and kept for the record. Persons without a signed ticket will not be permitted into the event venue.
  
- iv. The guests will follow the one way only path of display booths/tables set up by local organizations/businesses. Participant volunteers will be stationed throughout the maze path of tables to monitor social distancing and to keep the flow of guests at a minimum to prevent crowding. X will mark the spot in front of display tables to prevent unsafe congregating.

## **VI. Emergencies**

- a. The San Bernardino County Sheriff's Office will be notified of the event as soon as permission to proceed has been received.
- b. The deputy assigned to Wrightwood will be personally contacted to be certain communication is set up between the event organizers and the Sheriff's Office.
- c. The fire station will be notified of the event as soon as permission to proceed has been received.
- d. The venue will be set up and used in a safe manner. Event organizers will be stationed throughout the venue to make sure that the guest pedestrian traffic flows one way: the entrance will be at the west side of the venue, and the exit will flow onto Park Street near the Blue Ridge Inn. *No emergency exit will be physically blocked at any time.*
- e. The event organizers will maintain constant cell phone communication throughout the event from different areas of the venue.
  - i. A list of those in charge with their cell phone numbers will be distributed to event Volunteers prior to the event with directions to communicate all issues or any emergency situation immediately.
  - ii. The event organizers will immediately contact and maintain communication with authorities in the event of an emergency.

## **VII. Food**

- a. Part of the entry ticket will entitle the guest to a free ice cream cup and wooden spoon.
  - i. The ice cream will be purchased in a safe and sanitary manner
  - ii. The ice cream will be handled in a safe and sanitary manner and stored in the freezer of the Wrightwood CSD Community Building kitchen.

- iii. The ice cream will be distributed in a sanitary manner by gloved and masked volunteers from the steps of the Community Building on the day of the event when the guest reaches that area of the maze in the parking lot at the venue.

**VIII. Trash**

- a. CR&R will be contacted and an arrangement made to provide safe and sanitary trash cans to be stationed throughout the venue. Trash pick-up will happen after the event.

**IX. Restrooms** – Arrangements will be made with the Wrightwood CSD for use of portable outhouses onsite in the parking lot of the Wrightwood Community Building. Participants will be directed to use the portable outhouses on site in the CSD Community building parking lot. Hand washing stations will be available at the outhouse area. Signage cautioning participants to wash their hands will be set up.

- i. Monitoring the outhouse restroom area will be done by personnel assigned to that area throughout the event to assure sanitation issues are maintained safely.

**X. Social distance/Crowd flow and Crowd control**

- a. Event organizers will supervise the flow of guests into the venue from the entry gate on Pine Street where tickets will be taken and entry timed to allow safe social distancing between guests.
- b. Tape on the ground and signs will be used to communicate pedestrian traffic directional flow up and down the oneway maze of tables/booths set up in the parking lot. Event organizers will encourage safe distancing and the flow of guests.

**XI. Face Masks**

- a. All participants will be required to wear a face mask while at the event. The participation agreement will inform the participants of this requirement. Participants not wearing face masks will be reminded of the requirement.
- b. All guests will be notified via our advertising and on their ticket that face masks must be worn at the event.
- c. Face masks and disposable gloves will be available at the entry gate.

**XII. Hand cleaning**

- a. Hand Sanitation stations with signs will be set up in every aisle of the maze in the parking lot of the venue.
- b. Participants will be encouraged to provide sanitation stations at their table.
- c. Hand Sanitation stations with signs will be available at the ice cream distribution area of the venue.



**XIII. Surface contact**

- a. Participants will submit acceptable plans for keeping surfaces sanitary at their table or booth throughout the event.

**XIV. MUSIC:**

- a. Musician groups will be stationed in the bandstand at Vivian Null Park, and at the Brewery at the top of Park Street. Street musicians will be stationed at Cedar Creek Inn, near Cabin Fever, and near Mexico Lindo Restaurant to create the traditional Wrightwood ambience for all attending the event throughout the day.
- b. All musicians/performers and their team members will abide by the safety and liability requirements listed above for all participants including health check in, social distancing and sanitation.

**XV. Site Clean Up**

- a. Organizers of the event will have a clean up team that will clean the site after the event in order to return it to the original condition by the end of the use permit time.

# ITEM 20

## CSD BUILDING OPENING:

## DISCUSSION AND POSSIBLE ACTION





# ITEM 21

## FUTURE BOARD

## MEETING

OCTOBER 6, 2020:

DISCUSSION AND POSSIBLE  
ACTION



# ITEM 22

## DIRECTORS COMMENTS





# ITEM 23

# ADJOURNMENT

