

ITEM 10

BROWN ACT AMENDMENTS AB 992:

DISCUSSION AND POSSIBLE ACTION



ITEM 11

PER CAPITA GRANT CONSULTANT INVOICE AND CONTRACT:

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 \$1,600.00. 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 bottlenecked 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)		N/C	
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		
8/13/2019	Tuesday	VN Park Research/SP research	Parking lot/VN Park/Vet Park/Buildings(4) SP Park research meeting research (3)	7		
8/21/2019	Wednesday	Steve Kennedy Email	Contract review-Kennedy-email/phone (0.5)		N/C	
8/27/2019	Tuesday	Questionaire	Phone w State/Research population/answer questionaire/Lori Grant Workshop-Per Capita Grant 6pm-7pm/ Kennedy Contract review-email Final	6		
8/29/2019	Thursday	ComPark Wkshop	set up for Board Meeting	4.5		
8/30/2019	Friday	Board Meeting items	TOTAL	1		
				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		
9/9/2019	Monday	ComPark Wkshop	Grant Workshop-Per Capita Grant 6pm-7pm (3)/Two new Proposition 68 Programs (Lori E-mail) (.5)	3.5		
9/11/2019	Wednesday	Rob Errett Email	Bike Track info review	1.5		
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	4		
9/19/2019	Thursday	Monica Discussion	Phone w Monica/Email from Monica/Review-sports park	2		
9/20/2019	Friday	Monica Discussion	Phone w Monica-Sports Park	0.5		
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	3		
9/29/2019	Sunday	Application format	Format grant application	4		
				36		
10/1/2019	Tuesday	Board Meeting	Per Capita Contract/Projects Discussion	4		
			Total Hours	76.5		
			Hours Billed	40	\$1,600.00	BILLED 10/2/2019
			Hours not billed	36.5	\$1,460.00	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)	9		Paid 10/2019
8/12/2019	Monday	HS Park Layout	Design HS Park layout	9		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)	7		Paid 10/2019
8/21/2019	Wednesday	Steve Kennedy Email	Contract review-Kennedy-email/phone (0.5)		N/C	
8/27/2019	Tuesday	Questionaire	Phone w State/Research population/answer questionnaire/Lori	6		Paid 10/2019
8/29/2019	Thursday	ComPark Wkshop	Grant Workshop-Per Capita Grant 6pm-7pm/ Kennedy Contract review-email Final	4.5		Paid 10/2019
8/30/2019	Friday	Board Meeting items	set up for Board Meeting	1		Paid 10/2019
			TOTAL	36.5		
9/1/2019	Sunday	Park Visit	Discussion w HS/Vet/VN visitors	4		Paid 10/2019
9/3/2019	Tuesday	Board Meeting	Contract/grant update (3.5)/Meeting Wrightwood Deveopment (3)	6.5		Invoiced 8/20
9/4/2019	Wednesday	ComPark Wkshop	Grant Workshop-Per Capita Grant 10am-11am	3		Invoiced 8/20
9/7/2019	Saturday	ComPark Wkshop	Grant Workshop-Per Capita Grant 10am-11am	4		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)	3.5		Invoiced 8/20
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9/29/2019	Sunday	Application format	Format grant application	4		Invoiced 8/20
				36		
10/1/2019	Tuesday	Board Meeting	Per Capita Contract/Projects Discussion	4		Invoiced 8/20
			Total Hours	76.5		
			Payment Made 10/2/2019	40	\$1,600.00	BILLED 10/2/2019
			Balance Due	36.5	\$1,460.00	PENDING 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
San Bernardino	Wrightwood CSD	\$ 177,952
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)**

County	Jurisdiction	Allocation
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

**AGREEMENT FOR SERVICES
BETWEEN
WRIGHTWOOD COMMUNITY SERVICES DISTRICT
AND
ALBERT MORRISSETTE**

THIS AGREEMENT is made this ____ day of _____, 2020 (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 ALBERT MORRISSETTE, 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 grant ~~writing~~ award support services for the DISTRICT as described herein (hereinafter referred to as "Project"); ~~and~~

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

WHEREAS, CONSULTANT holds itself as duly licensed, qualified, and capable of performing said services for the Project, 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

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 contract price set forth in Section 4.1 of this Agreement for the term set forth in Section 5.1 of this Agreement.

1.2 **NO EMPLOYEE RELATIONSHIP:** The Project 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. 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 or 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 in accordance with the rates and other conditions set forth in the Scope of Work, 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. The amounts set forth herein 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. 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.

4.2 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 is set forth in the Scope of Work, unless earlier terminated pursuant to the provisions of Section 6.7 below. Notwithstanding the above, the provisions of Sections 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: *[INTENTIONALLY OMITTED]*

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: Albert Morrissette

6.6 CONSULTANT'S ASSIGNED PERSONNEL: CONSULTANT designates Albert Morrissette 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 mutually, 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 the CONSULTANT's subcontractors or CONSULTANT, 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.

- (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 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.

6.13 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.

6.14 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.

6.15 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.

6.16 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.

6.17 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.

6.18 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: _____
Albert Morrissette

By: _____
Wrightwood Community Services District
President, Board of Directors

EXHIBIT A

SCOPE OF WORK

1. Services. Consultant shall provide the following services to the District:

(a) Provide consulting and liaison services to the District to the extent specifically authorized by express minute action of the District's Board of Directors in connection with the recovery of monies available under the California State Parks Per Capita Grant Program and various other government or private grants and/or other funding opportunities to enable the District to develop, expand or renovate its park infrastructure and associated facilities.

(b) ~~Prepare~~ Provide grant ~~applications~~ award support services for the District to the extent specifically authorized by express minute action of the District's Board of Directors, it being understood that such services should not be construed as engaging in broker-dealer activities;

(c) Assistance to the extent specifically authorized by express minute action of the District's Board of Directors with, and monitoring of, various District's activities which may include assistance in the review and creation of communications, press releases, and presentations; and

(d) Board participation if specifically authorized by express minute action of the District's Board of Directors.

2. Compensation. The District agrees to pay to Consultant a consulting fee of Forty Dollars (\$40.00) per hour for services rendered by Consultant under this Agreement.

3. Expenses. The District agrees to reimburse Consultant for all reasonable out-of-pocket expenses and costs actually incurred in connection with the performance of its services under this Agreement (such as travel expenses, outside consultant courier, supplies, etc.). All such expenses will be billed monthly and will be payable when invoiced. Upon termination or expiration of this Agreement, any expenses and fees not reimbursed will be immediately due and payable.

4. Information.

(a) The District recognizes and confirms that in performing its duties pursuant to this Agreement, Consultant will be using and relying on data, material, and other information (the "**Information**") furnished by the District or by its designees. In connection with Consultant's activities on the District's behalf, the District will cooperate with Consultant and will furnish Consultant with all ~~Information concerning the District. The District hereby agrees and represents that all Information (i) furnished to Consultant pursuant to this Agreement and (ii) contained in any filing by the District with any court or governmental or regulatory agency, commission or agency shall, at all times during the period of this Agreement be accurate and complete in all material respects and that, if the Information provided becomes materially inaccurate, incomplete or misleading during the term of this Agreement, the District shall so advise Consultant in~~

~~writing-relevant information concerning the Project.~~ All Information that is not publicly available will be treated in strict confidence, and will not be revealed, or used except in the performance of Consultant duties under this Agreement. The conveyance of such information will be limited to public information with non-public information to be provided to third parties as deemed appropriate by the District.

(b) Consultant hereby covenants and agrees that he will (i) utilize such written Information and materials that have been supplied or previously approved in writing by the District ("**Materials**"), (ii) not make any representations or warranties concerning the District to third parties inconsistent with the disclosures contained in the Materials, (iii) at the direction of the District, deliver to, and have executed by, any third parties any other notification that the District may require from time to time in order for District to maintain compliance with applicable securities laws, rules and regulations of any applicable jurisdiction; (iv) maintain a record of each person or entity that receives from it any information with regard to the District, including Materials, and will provide a copy of each such record to the District upon reasonable request; and (v) not use any written material prepared for distribution, public announcement or press release without the prior review and written approval of the District.

5. Term. The Term of this Agreement shall commence on the Effective Date of the underlying Agreement date and shall expire on _____, 202_ (~~"Initial Period"~~). ~~After , unless earlier terminated pursuant to Section 6.7 of the Initial Period, the underlying Agreement may be renewed in or extended by a writing signed written document executed by both parties ("Renewed Agreement") whereby either party may terminate the District and the Renewed Agreement by the end of each month by giving the other party written notice of such termination (together with the Initial Period, the "Term").~~

Consultant.

6. Independent Contractor. Consultant shall not be entitled to benefits of any kind from the District except for the compensation agreed upon herein. Consultant acknowledges that it shall be responsible for the collection and payment of all withholdings, contributions and payroll taxes relating to its services. Consultant will determine the method, details, and means of performing the services provided by it under this Agreement. Nothing in this Agreement shall be construed to interfere with or otherwise affect the rendering of services by Consultant in accordance with its independent and professional judgment. Notwithstanding, Consultant shall interface closely with management of the District and give monthly updates to the Board of Directors.

7. Confidential Information. Consultant agrees to keep secret and confidential any non-public information, and will not (a) disclose or transfer to any person, corporation, firm or other entity, either during the Term of this Agreement or at any time after the termination thereof or (b) use in Consultant's subsequent or other business or employment, without the express written authorization of the District, any proprietary and/or confidential information of the District (hereinafter referred to as "**Confidential Information**"). Such Confidential Information includes, without limitation, any information, customer lists, vendor lists, supplier lists, pricing data, software, technique, design, process, formula, development or experimental work, work in process, business, trade secret, innovations, inventions, discoveries, improvements, research or

test results, data, formats, marketing plans, business plans, strategies, forecasts, unpublished financial information, budgets, projections, or any other secret or confidential matter relating to the products, services, research and development, customers, employees (including identifying information, salaries, benefits, responsibilities and relative abilities), suppliers, sales, or business affairs of the District, as well as all information that has or could have commercial value or other utility in the business in which the District is engaged or in which it contemplates engaging and which the unauthorized disclosure could be detrimental to the interests of the District, whether or not such information is identified as Confidential Information by the District. Confidential Information does not include, however, information which (a) is or becomes generally available to the public other than as a result of a disclosure by the District or its representatives, (b) was available to Consultant on a non-confidential basis prior to its disclosure by the District or its representatives or (c) becomes available to Consultant on a non-confidential basis from a person other than the District or its representatives who is not otherwise bound by a confidentiality agreement with the District or any of its representatives, or is not otherwise under an obligation to the District or any of its representatives not to transmit the information to Consultant. In the event of termination (voluntary or otherwise) of this engagement by the District or on demand at any time prior thereto, Consultant agrees to deliver promptly to the District all Confidential Information of the District, whether prepared by Consultant or otherwise coming into its possession or control relating to any product, business, work, customer, supplier, or other aspect of the District. Because Consultant's services are personal and unique and because Consultant may have access to and become acquainted with the Confidential Information of the District, Consultant agrees that the breach by him of this Agreement could not reasonably or adequately be compensated in damages in an action at law and that the District shall be entitled to apply for specific performance of the terms and provisions hereof and/or temporary or permanent injunctive relief without the need to post any bond otherwise required by applicable law, which may include but shall not be limited to restraining Consultant from rendering any services that would breach this Agreement.