

**WRIGHTWOOD
COMMUNITY
SERVICES DISTRICT**

NOVEMBER 10, 2020

**SPECIAL BOARD
MEETING PACKET**

WRIGHTWOOD COMMUNITY SERVICES DISTRICT

P.O. Box 218 Wrightwood, CA 92397
Special Meeting of the Board of Directors
Tuesday, November 10, 2020-6:30pm
Wrightwood Community Building
1275 State Highway 2, Wrightwood, CA

Agenda

SPECIAL NOTICE OF TELECONFERENCE ACCESSIBILITY

Pursuant to the provisions of Executive Order N-29-20 issued by Governor Newsom in response to the COVID-19 outbreak and as a precaution to our Board of Directors, District Staff, and general public, Wrightwood Community Services District will hold this meeting of its Board of Directors via teleconference. The public may participate in the meeting by teleconference as follows:

For best results please use your computer and click on the link;

<<https://zoom.us/j/9998961711?pwd=UmRqV0NpT09KY1FXRDFCMTBkc0dOQT09>>

To raise your hand, go to the bottom of the screen, click on Participants, raise your hand is at the bottom of the listing. If instead you wish to use your phone, either cell or land line, call 301-715-8592

Use meeting number 999-896-1711# then hit # again

To raise your hand for public comments hit *6

All audio and Video will be muted initially when joining the meeting.

6:30 PM – Call to Order

1. Roll Call
2. Agenda Approval
3. Public Comments: *Pursuant to Government Code Section 54954.2(a), any request for a disability-related modification or accommodation, including auxiliary aids or services, that is sought to participate in the above-agenized public meeting, should be directed to the Chair at any time prior to the meeting. Under this item, any member of the public wishing to directly address the Board on any item of interest that is not within the subject matter jurisdiction of the Board may do so now. However, the Board is prohibited by law from taking any action on any item not appearing on the agenda unless the action is otherwise authorized by the Brown Act. Any member of the public wishing to directly address the Board on any item listed on the agenda may do so when the item is being considered by the Board. Pursuant to Section 2.3.2 of Ordinance No 2019-03 adopted by the Board on April 2, 2019, the Chair may limit each speaker to a comment period of three (3) minutes or less.*
4. Agency Reports
5. Consent Calendar
 - 5a. October 6, 2020 Regular Board Meeting Minutes
6. General Managers Report
7. October 2020 Financials
8. Fiscal Year End June 30, 2020 Audit and Financials: Discussion and Possible Action
9. Christmas Tree Donation: Discussion and Possible Action
10. Brown Act Amendments AB 992: Discussion and Possible Action
11. CSD Contractors Policy and Criteria: Discussion and Possible Action
12. Per Capita Grant Standing Committee: Discussion and Possible Action
13. Snow Removal Ad Hoc Committee: Discussion and Possible Action
14. CSD Board Election: Discussion and Possible Action
15. Lion's Club Rental and Variance: Discussion and Possible Action
16. AA Proposed Rental: Discussion and Possible Action
17. CSD Building Opening: Discussion and Possible Action
18. Recess to Closed Session: Conference with Real Property Negotiators (Government Code Section 54956.8); Property: 1275 State Highway 2, Wrightwood, California (parking lot); District Negotiator: Lori Golden, General Manager; Negotiating Parties: Cecelia J. Cummings; Under Negotiation: Price and Terms of License Agreement
19. Return to Open Session: Announcement of Reportable Closed Session Actions
20. Future Board Meeting – December 1, 2020: Discussion and Possible Action
21. Directors Comments
22. Adjournment

Wrightwood Community Services District

THE VISION

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

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

To maintain and enhance our current infrastructure

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

To protect our natural resources through evaluating community wastewater needs

To meet all these ends in a fiscally responsible manner

Wrightwood Community Services District

THE MISSION

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

ITEM 5A

REGULAR
BOARD MEETING
OCTOBER 6, 2020

MINUTES



REGULAR BOARD MEETING
October 6, 2020
Wrightwood Community Building
1275 State Highway 2
Wrightwood, CA

MINUTES

Board Members Present: Wes Zuber, President (online)
Leo Hordyk, Vice President (online)
Natalie Lopiccolo, Member (online)
Chuck Franklin, Member (online)
Michelle Schneider, Member (online)

Staff Present: Lori Golden – General Manager (online)

Call to Order

President Zuber called the Meeting to order at 6:31 p.m.

Roll Call

Steve Kennedy was absent
Tamara Keen was absent

1. **Approval of Agenda:** Director Schneider motioned to approve the agenda; Director Franklin seconded the motion. Agenda was approved unanimously.
2. **Public Comment:** Pam Wright announced that the Wrightwood Property Owners Association (WPOA) would be working with the Timberline Lion's Club and the Community Emergency Response Team (CERT) to have a level 1 village participation in the California Shake Out. Volunteers will be at 5 different venues throughout town with information on how to be prepared in case of a major earthquake. The WPOA is also sponsoring the Village Fall Community Decorating event.
3. **Agency Reports:** None
4. **Consent Calendar:** Director Schneider motioned to accept the minutes and Director Franklin seconded. The motion was passed unanimously.
5. **General Managers Report:** General Manager Golden reported on the status of the audit and the painting of the Community Building. It was also reported that the new hand dryer for the woman's restroom has been installed and is working well. General Manager Golden expressed that she is looking into getting hats or shirts made for the CSD Board and Employees to increase our visibility around town.
6. **August and September Financial Statements:** It was noted that the CSD cash is not at optimum levels. The Board would like to hold any further disbursements where possible to avoid using the money in the savings account.
7. **Proposed Photo Contest:** General Manager Golden presented a photo contest idea for the 2021-2022 dump cards. Director Schneider asked about adding original artwork or graphics to the contest. President Zuber added to exclude copywritten items to the list of exclusions. Director Schneider motioned to approve the contest with the changes discussed and Vice President Hordyk seconded the motion. The motion passed unanimously. President Zuber requested an update on the contest during the November meeting.
8. **Retaining Wall:** General Manager Golden reported that the maintenance building has a flooding issue. General Manager Golden presented 2 bids to put a retaining wall in to eliminate this problem. The Board requested to revisit this issue after January due to fund limits and the proposed drainage system in the parking lot.
9. **Brown Act Amendment:** General Counsel Kennedy had presented an email to the board in regards to the Amendment that was just signed by Governor Newsome. The Board did not feel this amendment would be an issue and most of them are not on social media.

12. **Per Capita Grant Consultant:** This item was tabled from the September 1, 2020 meeting. The Board wanted to table this item until January when we have a better idea about the grant projects and when we might expect payment.
13. **Per Capita Grant Standing Committee:** Directors Lopiccolo and Schneider presented 2 proposals for using the Per Capita Grant money for. Since there were unknown elements, this topic was tabled until the November meeting to allow more time to get the needed information. Pamela Wright commented on the need for architectural drawings, a construction supervisor, and the expenses to run a dog park.
14. **Slide Repairs:** The Board discussed repairing the slide but due to money concerns and the pending grant, this item was tabled until the December board meeting.
15. **Snow Removal Ad Hoc Committee:** President Zuber reported that he is still working on the donation to pay for the consultant contract. This item will be addressed in the November meeting.
16. **Eagle Scout Project:** Ben Sutton presented his idea for an Eagle Scout project by taking on the building and installation of new stage lights in the Community Building. That would include new electrical in the ceiling, a new control board, and supervision by a licensed electrician. The Board was hesitant to approve the project due to questions on funding. Director Schneider may have some ideas regarding funding. This was tabled until January.
17. **CSD Building Opening:** The Board did not move to open the Community Building up to the public at this time. The Board requested that information on renting the building be posted on the Community Building and on our website and Facebook page.
18. **Recess to Closed Session:** Due to the absence of General Counsel Kennedy, this item was tabled until the November meeting.
19. **Return to Open Session:** Since the Closed Session was tabled there was nothing to report.
20. **Future Board Meeting:** The Board suggested moving the future meeting due to the election being held our normal meeting date. Vice President Hordyk made the motion to move the next meeting until November 10, 2020 and Director Franklin seconded the motion. The next meeting will be held on November 10, 2020 and will be by teleconference.
21. **Directors Comments:** President Zuber asked Sadie Albers (candidate for open CSD Board seat) if she had any comments regarding the meeting. Sadie Albers said she was excited to see what the CSD will be doing in the future. Director Franklin thanked the Board and Ben Sutton, Davey Schneider, Al Morrisette, and Sadie for all their work and support. Director Schneider requested a meta tag on the Board Packets to allow the packets to be seen easier. Vice President Hordyk thanked Directors Lopiccolo and Schneider for all the work they had done for the Per Capita Grant.
22. **Adjournment:** President Zuber adjourned the meeting at 8:33 P.M.

Minutes approved by: _____
President Wes Zuber

ITEM 6

GENERAL MANAGER REPORT



GENERAL MANAGER REPORT

November 10, 2020

We completed the audit of the Financial Statements for year end June 30, 2020 and the results will be discussed under item 8 on the agenda. The painting of the Community Building, restrooms, and maintenance building has been completed and everything looks great. If you have not seen them yet, please drive by. The election results are in and Measure W passed by a wide margin.

We are preparing for the upcoming snow season. The porta potties have been ordered and will be here on Thursday, November 12, 2020. We have some tree trimming scheduled for Saturday, November 14, 2020.

We received notice from the Department of Alcohol Beverage Control that the Wrightwood Brewing Company has applied to expand their license and will have a juke box for entertainment. If the Board wishes, we can object to the expansion but I don't see an issue.

Lori Golden
General Manager

ITEM 7

OCTOBER 2020 FINANCIALS

DISCUSSION AND POSSIBLE ACTION



October 20 DISBURSEMENTS AND DEPOSITS					
Check Number	Amount	Disbursement Date	Cleared Date	Payee	Account
1889	\$41.68	10/5/2020	10/20/2020	SCE	Museum
1890	\$312.65	10/5/2020	10/20/2020	SCE	Street Lights
1891	\$351.39	10/5/2020	10/20/2020	SCE	Community Bldg
1892	\$65.56	10/6/2020	10/14/2020	EDD	Payroll taxes
1893	\$4,122.77	10/9/2020	10/9/2020	Timothy Ewing	Painting
Auto Debit	\$59.17	10/9/2020	10/9/2020	ADP	Payroll Processing
1894	\$2,618.75	10/22/2020	10/29/2020	Brunick McElhaney & Kennedy	September Attorney fees
1895	\$183.63	10/22/2020	10/29/2020	CR&R	Community Bldg
1896	\$77.00	10/22/2020	10/30/2020	Pete's Termite	October Service
1897	\$57.66	10/22/2020	10/29/2020	So Cal Gas	Community Bldg
1898	\$18.14	10/22/2020	10/29/2020	So Cal Gas	Museum
Debit Card	\$55.00	10/23/2020	10/23/2020	USPS	Stamps
Auto Debit	\$59.17	10/23/2020	10/23/2020	ADP	Payroll Processing
Auto Debit	\$14.00	10/26/2020	10/26/2020	Amazon	Prime
Debit Card	\$89.99	10/28/2020	10/28/2020	McAfee	Virus software
1899	\$493.37	10/29/2020		Golden State Water	Community Bldg
1900	\$99.00	10/29/2020		Natalie Lopiccolo	Survey
1901	\$550.00	10/29/2020		Septic Control	Pumping and Inspection
1902	\$130.00	10/29/2020		Timberline Locksmith	Men's room
1903	\$118.75	10/29/2020		Verizon	Cell phones
1904	\$26.62	10/29/2020		Golden State Water	Museum
TOTAL	\$9,502.62				

	Payroll
10/1 Payroll	\$2,322.14
10/1 Payroll taxes	\$617.78
10/16 Payroll	\$2,490.50
10/16 payroll taxes	\$672.67
TOTAL	\$6,103.09

Deposits		
Date	Amount	Name
10/8/2020	\$5,900.99	Solid Waste
TOTAL	\$5,900.99	

DEPOSITS AND DISBURSEMENTS FISCAL YEAR 2020/2021					
Month	Beginning Balance	Deposit	Total Disburstments	Payroll	Gross
Jul-20	\$110,864.27	\$8,880.62	\$47,770.40	\$6,069.77	\$65,904.72
Aug-20	\$65,904.72	\$5,760.27	\$33,013.45	\$6,243.44	\$32,408.10
Sep-20	\$32,408.10	\$14,568.35	\$22,699.30	\$6,092.46	\$18,184.69
Oct-20	\$18,184.69	\$5,900.99	\$13,973.52	\$6,103.09	\$4,009.07
Nov-20					
Dec-20					
Jan-21					
Feb-21					
Mar-21					
Apr-21					
May-21					
Jun-21					

Estimate Cash Flow Statement		MONTHLY HOURS				
		GM	PARK	OFFICE	PARK/REC	MONTH
Current Bank Balance	\$4,009.07					BUDGETED
Savings Account	\$150,268.86					
Reserve for Operations	\$5,001.47	107.25	74.25	104	0	Jul-20
Reserver for Replacements	\$22,286.92	76.5	61.75	93	0	Aug-20
Total Estimate Revenue	\$176,564.85	89.5	59.5	91	0	Sep-20
		80	66.5	99	0	Oct-20
						Nov-20
Accounts Payable	Outstanding					Dec-20
Election Payment	\$10,583.00					Jan-21
						Feb-21
						Mar-21
Total Estimated Expense	\$10,583.00					Apr-21
Balance	\$165,981.85					May-21
Election payments are due each January 3 remaining						Jun-21

Hours are 5 consecutive hours per work day. number of work days can vary

dependent upon the days of the week, compared to the days of the month.

Wrightwood Community Services District

Profit & Loss Budget Performance

October 2020

	Oct 20	Jul - Oct 20	Annual Budget
Ordinary Income/Expense			
Income			
4000 · Facility Rental			
4000.1 · CC Parking Lot	378.00	1,041.00	1,300.00
4000.2 · Kitchen Fees	0.00	0.00	250.00
4000.3 · Old Firehouse / Museum	0.00	0.00	3,000.00
4000.6 · Storage Fees	0.00	0.00	40.00
4000.8 · WW Community Bldg	0.00	-27.00	10,000.00
4000 · Facility Rental - Other	0.00	0.00	0.00
Total 4000 · Facility Rental	378.00	1,014.00	14,590.00
4100 · Property Tax	0.00	-0.45	142,000.00
4200 · Solid Waste Franchise Fee	5,900.99	28,777.61	67,000.00
4300 · Solid Waste Fees	0.00	84.66	229,000.00
4400 · Sports League	0.00	0.00	10,000.00
4500 · Donations	0.00	1,500.00	
Total Income	6,278.99	31,375.82	462,590.00
Gross Profit	6,278.99	31,375.82	462,590.00
Expense			
5000 · Advertising & Marketing	0.00	0.00	150.00
5010 · Bank Charges & Fees	0.00	-188.00	200.00
5015 · Credit Card Fees	0.00	0.00	100.00
5025 · Grant Expense	99.00	99.00	
5030 · Dues & Subscriptions			
5030.1 · LAFCO Apportionments	0.00	0.00	790.00
5030.2 · Memberships	1,791.00	1,833.00	2,100.00
5030 · Dues & Subscriptions - Other	0.00	0.00	500.00
Total 5030 · Dues & Subscriptions	1,791.00	1,833.00	3,390.00
5040 · Election Costs	0.00	0.00	15,000.00
5050 · Equipment	0.00	0.00	800.00
5060 · Green Waste Fees - FSC	0.00	0.00	4,510.00
5070 · Insurance			
5070.1 · Property & Liability	0.00	9,848.10	9,900.00
5070.2 · Workers Compensation	0.00	3,001.09	2,950.00
5070 · Insurance - Other	0.00	0.00	0.00
Total 5070 · Insurance	0.00	12,849.19	12,850.00
5080 · Meals & Entertainment	0.00	0.00	100.00
5090 · Office Admin			
5090.1 · Office Equipment	0.00	0.00	2,200.00
5090.2 · Online Software	89.99	89.99	1,000.00
5090.3 · Postage	55.00	55.00	1,200.00
5090.4 · Printing	0.00	0.00	1,000.00
5090.5 · Supplies	0.00	58.62	3,000.00
5090.6 · SW Dump Card	0.00	0.00	3,100.00
5091 · Training	0.00	0.00	50.00

Wrightwood Community Services District
Profit & Loss Budget Performance
October 2020

	Oct 20	Jul - Oct 20	Annual Budget
Total 5090 · Office Admin	144.99	203.61	11,550.00
5100 · Payroll Expenses			
5100.1 · Administrative Staff	1,595.07	6,126.14	23,000.00
5100.2 · GM Salaries	3,088.76	12,355.04	37,065.00
5100.3 · Park Maintenance	1,044.63	4,228.07	14,400.00
5100.5 · Parks & Recreation Coordinator	0.00	0.00	14,000.00
Total 5100 · Payroll Expenses	5,728.46	22,709.25	88,465.00
5110 · Payroll Tax Expense			
5110.1 · Federal Payroll Taxes	374.63	1,799.51	7,400.00
5110.2 · State Payroll Taxes	0.00	0.00	1,500.00
Total 5110 · Payroll Tax Expense	374.63	1,799.51	8,900.00
5120 · Permits & Licenses			
5120.1 · Health Permit	0.00	0.00	550.00
Total 5120 · Permits & Licenses	0.00	0.00	550.00
5130 · Professional Services			
5130.1 · Accounting	0.00	0.00	0.00
5130.2 · Audit	0.00	6,500.00	13,000.00
5130.3 · Legal Services	2,618.75	11,093.75	35,000.00
5130.5 · Payroll Processing	118.34	473.36	1,450.00
Total 5130 · Professional Services	2,737.09	18,067.11	49,450.00
5140 · Rent & Lease			
5140.1 · Porta Potty	0.00	0.00	4,500.00
Total 5140 · Rent & Lease	0.00	0.00	4,500.00
5150 · Repairs & Maintenance			
5150.1 · Equipment	0.00	1,426.00	1,600.00
5150.2 · Facility Maintenance	4,329.77	7,702.91	18,000.00
5150.3 · Job Supplies	0.00	1,956.36	12,000.00
5150.4 · Plumbing Repairs	0.00	307.65	800.00
5150.5 · Property	0.00	0.00	2,900.00
5150.6 · Septic Maintenance	550.00	550.00	1,000.00
5150.7 · Street Lights	0.00	0.00	0.00
5150 · Repairs & Maintenance - Other	0.00	0.00	0.00
Total 5150 · Repairs & Maintenance	4,879.77	11,942.92	36,300.00
5160 · Security	0.00	241.72	600.00
5180 · Services			
5180.2 · Sports League			
5180.2C · Flag Football	0.00	0.00	600.00
5180.2A · Softball	0.00	0.00	1,500.00
5180.2B · Soccer	0.00	0.00	375.00
5180.2C · Cornhole	0.00	0.00	225.00
5180.2D · Other Park & Rec Expenses	0.00	0.00	50.00
Total 5180.2 · Sports League	0.00	0.00	2,750.00
5180 · Services - Other	0.00	0.00	0.00
Total 5180 · Services	0.00	0.00	2,750.00

Wrightwood Community Services District

Profit & Loss Budget Performance

October 2020

	Oct 20	Jul - Oct 20	Annual Budget
5190 · Solid Waste Disposal Fees	15,445.51	55,833.40	130,000.00
5210 · Telephone			
5210.3 · Office Phone	118.75	474.36	1,500.00
Total 5210 · Telephone	118.75	474.36	1,500.00
5220 · Travel	0.00	0.00	100.00
5240 · Utilities			
5240.1 · Electric			
5240.1A · Community Center	312.65	1,105.28	4,500.00
5240.1B · Museum	0.00	132.26	700.00
5240.1C · Street Lights	351.39	1,405.56	4,000.00
5240.1D · Electrical Panel	0.00	59.73	
Total 5240.1 · Electric	664.04	2,702.83	9,200.00
5240.2 · Gas			
5240.2A · Community Center	57.66	241.18	2,600.00
5240.2B · Museum	18.14	72.05	800.00
Total 5240.2 · Gas	75.80	313.23	3,400.00
5240.3 · Trash			
5240.3A · Community Center	183.63	734.52	2,100.00
5240.3 · Trash - Other	0.00	0.00	0.00
Total 5240.3 · Trash	183.63	734.52	2,100.00
5240.4 · Water			
5240.4A · Community Center	493.37	2,105.23	2,500.00
5240.4B · Museum	26.62	106.11	275.00
Total 5240.4 · Water	519.99	2,211.34	2,775.00
5240 · Utilities - Other	0.00	0.00	0.00
Total 5240 · Utilities	1,443.46	5,961.92	17,475.00
5900 · Debt Service			
5900.1 · Principal Expense	0.00	1,262.51	10,583.00
Total 5900 · Debt Service	0.00	1,262.51	10,583.00
Total Expense	32,762.66	133,089.50	399,823.00
Net Ordinary Income	-26,483.67	-101,713.68	62,767.00
Other Income/Expense			
Other Income			
4600 · Interest Income	35.06	155.99	25.00
Total Other Income	35.06	155.99	25.00
Other Expense			
7100 · Capital Outlay Expense	0.00	0.00	39,982.00
Total Other Expense	0.00	0.00	39,982.00
Net Other Income	35.06	155.99	-39,957.00
Net Income	-26,448.61	-101,557.69	22,810.00

ITEM 8

FISCAL YEAR END JUNE 30,
2020 AUDIT:

DISCUSSION
AND
POSSIBLE ACTION



Please see the additional audit package

ITEM 9

CHRISTMAS TREE DONATION:

DISCUSSION AND POSSIBLE ACTION



ITEM 10

BROWN ACT AMENDMENTS AB992:

DISCUSSION AND POSSIBLE ACTION





California LEGISLATIVE INFORMATION

[Home](#)[Bill Information](#)[California Law](#)[Publications](#)[Other Resources](#)[My Subscriptions](#)[My Favorites](#)

AB-992 Open meetings: local agencies: social media. (2019-2020)

SHARE THIS:



Date Published: 09/21/2020 02:00 PM

Assembly Bill No. 992

CHAPTER 89

An act to amend, repeal, and add Section 54952.2 of the Government Code, relating to local government.

[Approved by Governor September 18, 2020. Filed with Secretary of State September 18, 2020.]

LEGISLATIVE COUNSEL'S DIGEST

AB 992, Mullin. Open meetings: local agencies: social media.

The Ralph M. Brown Act generally requires that the meetings of legislative bodies of local agencies be conducted openly. That act defines "meeting" for purposes of the act and prohibits a majority of the members of a legislative body, outside a meeting authorized by the act, from using a series of communications of any kind to discuss, deliberate, or take action on any item of business that is within the subject matter jurisdiction of the legislative body.

This bill would provide that, until January 1, 2026, the prohibition described above does not prevent a member from engaging in separate conversations or communications outside of a meeting authorized by this act with any other person using an internet-based social media platform, as defined, to answer questions, provide information to the public, or to solicit information from the public regarding a matter that is within the subject matter jurisdiction of the legislative body, provided that a majority of the members do not use the internet-based social media platform to discuss among themselves, as defined, business of a specific nature that is within the subject matter jurisdiction of the legislative body, and that a member shall not respond directly to any communication on an internet-based social media platform regarding a matter that is within the subject matter jurisdiction of the legislative body that is made, posted, or shared by any other member of the legislative body.

Existing constitutional provisions require that a statute that limits the right of access to the meetings of public bodies or the writings of public officials and agencies be adopted with findings demonstrating the interest protected by the limitation and the need for protecting that interest.

This bill would make legislative findings to that effect.

The California Constitution requires local agencies, for the purpose of ensuring public access to the meetings of public bodies and the writings of public officials and agencies, to comply with a statutory enactment that amends or enacts laws relating to public records or open meetings and contains findings demonstrating that the enactment furthers the constitutional requirements relating to this purpose.

This bill would make legislative findings to that effect.

Vote: majority Appropriation: no Fiscal Committee: no Local Program: no

THE PEOPLE OF THE STATE OF CALIFORNIA DO ENACT AS FOLLOWS:

SECTION 1. Section 54952.2 of the Government Code is amended to read:

54952.2. (a) As used in this chapter, "meeting" means any congregation of a majority of the members of a legislative body at the same time and location, including teleconference location as permitted by Section 54953, to hear, discuss, deliberate, or take action on any item that is within the subject matter jurisdiction of the legislative body.

(b) (1) A majority of the members of a legislative body shall not, outside a meeting authorized by this chapter, use a series of communications of any kind, directly or through intermediaries, to discuss, deliberate, or take action on any item of business that is within the subject matter jurisdiction of the legislative body.

(2) Paragraph (1) shall not be construed as preventing an employee or official of a local agency, from engaging in separate conversations or communications outside of a meeting authorized by this chapter with members of a legislative body in order to answer questions or provide information regarding a matter that is within the subject matter jurisdiction of the local agency, if that person does not communicate to members of the legislative body the comments or position of any other member or members of the legislative body.

(3) (A) Paragraph (1) shall not be construed as preventing a member of the legislative body from engaging in separate conversations or communications on an internet-based social media platform to answer questions, provide information to the public, or to solicit information from the public regarding a matter that is within the subject matter jurisdiction of the legislative body provided that a majority of the members of the legislative body do not use the internet-based social media platform to discuss among themselves business of a specific nature that is within the subject matter jurisdiction of the legislative body. A member of the legislative body shall not respond directly to any communication on an internet-based social media platform regarding a matter that is within the subject matter jurisdiction of the legislative body that is made, posted, or shared by any other member of the legislative body.

(B) For purposes of this paragraph, all of the following definitions shall apply:

(i) "Discuss among themselves" means communications made, posted, or shared on an internet-based social media platform between members of a legislative body, including comments or use of digital icons that express reactions to communications made by other members of the legislative body.

(ii) "Internet-based social media platform" means an online service that is open and accessible to the public.

(iii) "Open and accessible to the public" means that members of the general public have the ability to access and participate, free of charge, in the social media platform without the approval by the social media platform or a person or entity other than the social media platform, including any forum and chatroom, and cannot be blocked from doing so, except when the internet-based social media platform determines that an individual violated its protocols or rules.

(c) Nothing in this section shall impose the requirements of this chapter upon any of the following:

(1) Individual contacts or conversations between a member of a legislative body and any other person that do not violate subdivision (b).

(2) The attendance of a majority of the members of a legislative body at a conference or similar gathering open to the public that involves a discussion of issues of general interest to the public or to public agencies of the type represented by the legislative body, provided that a majority of the members do not discuss among themselves, other than as part of the scheduled program, business of a specified nature that is within the subject matter jurisdiction of the local agency. Nothing in this paragraph is intended to allow members of the public free admission to a conference or similar gathering at which the organizers have required other participants or registrants to pay fees or charges as a condition of attendance.

(3) The attendance of a majority of the members of a legislative body at an open and publicized meeting organized to address a topic of local community concern by a person or organization other than the local agency, provided that a majority of the members do not discuss among themselves, other than as part of the scheduled program, business of a specific nature that is within the subject matter jurisdiction of the legislative body of the local agency.

(4) The attendance of a majority of the members of a legislative body at an open and noticed meeting of another body of the local agency, or at an open and noticed meeting of a legislative body of another local agency, provided that a majority of the members do not discuss among themselves, other than as part of the scheduled meeting, business of a specific nature that is within the subject matter jurisdiction of the legislative body of the local agency.

(5) The attendance of a majority of the members of a legislative body at a purely social or ceremonial occasion, provided that a majority of the members do not discuss among themselves business of a specific nature that is within the subject matter jurisdiction of the legislative body of the local agency.

(6) The attendance of a majority of the members of a legislative body at an open and noticed meeting of a standing committee of that body, provided that the members of the legislative body who are not members of the standing committee attend only as observers.

(d) This section shall remain in effect only until January 1, 2026, and as of that date is repealed.

SEC. 2. Section 54952.2 is added to the Government Code, to read:

54952.2. (a) As used in this chapter, "meeting" means any congregation of a majority of the members of a legislative body at the same time and location, including teleconference location as permitted by Section 54953, to hear, discuss, deliberate, or take action on any item that is within the subject matter jurisdiction of the legislative body.

(b) (1) A majority of the members of a legislative body shall not, outside a meeting authorized by this chapter, use a series of communications of any kind, directly or through intermediaries, to discuss, deliberate, or take action on any item of business that is within the subject matter jurisdiction of the legislative body.

(2) Paragraph (1) shall not be construed as preventing an employee or official of a local agency, from engaging in separate conversations or communications outside of a meeting authorized by this chapter with members of a legislative body in order to answer questions or provide information regarding a matter that is within the subject matter jurisdiction of the local agency, if that person does not communicate to members of the legislative body the comments or position of any other member or members of the legislative body.

(c) Nothing in this section shall impose the requirements of this chapter upon any of the following:

(1) Individual contacts or conversations between a member of a legislative body and any other person that do not violate subdivision (b).

(2) The attendance of a majority of the members of a legislative body at a conference or similar gathering open to the public that involves a discussion of issues of general interest to the public or to public agencies of the type represented by the legislative body, provided that a majority of the members do not discuss among themselves, other than as part of the scheduled program, business of a specified nature that is within the subject matter jurisdiction of the local agency. Nothing in this paragraph is intended to allow members of the public free admission to a conference or similar gathering at which the organizers have required other participants or registrants to pay fees or charges as a condition of attendance.

(3) The attendance of a majority of the members of a legislative body at an open and publicized meeting organized to address a topic of local community concern by a person or organization other than the local agency, provided that a majority of the members do not discuss among themselves, other than as part of the scheduled program, business of a specific nature that is within the subject matter jurisdiction of the legislative body of the local agency.

(4) The attendance of a majority of the members of a legislative body at an open and noticed meeting of another body of the local agency, or at an open and noticed meeting of a legislative body of another local agency, provided that a majority of the members do not discuss among themselves, other than as part of the scheduled meeting, business of a specific nature that is within the subject matter jurisdiction of the legislative body of the local agency.

(5) The attendance of a majority of the members of a legislative body at a purely social or ceremonial occasion, provided that a majority of the members do not discuss among themselves business of a specific nature that is within the subject matter jurisdiction of the legislative body of the local agency.

(6) The attendance of a majority of the members of a legislative body at an open and noticed meeting of a standing committee of that body, provided that the members of the legislative body who are not members of the standing committee attend only as observers.

(d) This section shall become operative on January 1, 2026.

SEC. 3. The Legislature finds and declares that Section 1 and Section 2 of this act, which amends and adds Section 54952.2 of the Government Code, respectively, impose a limitation on the public's right of access to the meetings of public bodies or the writings of public officials and agencies within the meaning of Section 3 of Article I of the California Constitution. Pursuant to that constitutional provision, the Legislature makes the following findings to demonstrate the interest protected by this limitation and the need for protecting that interest:

The limitations on the people's right of access set forth in this act are necessary to ensure the free flow of communications between members of a legislative body of a local agency and the public, particularly on internet-based social media platforms.

SEC. 4. The Legislature finds and declares that Section 1 and Section 2 of this act, which amends and adds Section 54952.2 of the Government Code, respectively, further, within the meaning of paragraph (7) of subdivision (b) of Section 3 of Article I of the California Constitution, the purposes of that constitutional section as they relate to the right of public access to the meetings of local public bodies or the writings of local public officials and local agencies. Pursuant to paragraph (7) of subdivision (b) of Section 3 of Article I of the California Constitution, the Legislature makes the following findings:

This act is necessary to ensure the free flow of communications between members of a legislative body of a local agency and the public, particularly on internet-based social media platforms.

ITEM 11

CSD CONTRACTORS POLICY AND CRITERIA:

DISCUSSION AND POSSIBLE ACTION



October 10, 2020

Ms. Lori Golden
General Manager
Wrightwood Community Services District
P.O. Box 218
Wrightwood, CA 92397-0218

Dear Ms. Lori Golden:

This letter is in reference to Agenda Item 9: Retaining Wall as discussed in your Board Meeting on October 6, 2020.

In your Agenda packet, Chris Doran of Doran Construction LLC provided a quote for \$963.60 and Golden Arrow Landscaping provided a quote for \$2733.50 to construct the retaining wall as discussed. Agenda Item 9 further states that "Both contractors are insured and licensed."

I respectfully request that any subsequent Agenda items referring to "insured and licensed" contractors performing work in excess of \$500, include each contractor's California State Contractor's License number. The Wrightwood CSD has an obligation to uphold the laws of the State of California and to verify each contractor's license number through the California State Contractor's Licensing Board (CSLB) at <https://www.cslb.ca.gov/OnlineServices/CheckLicense/CheckLicense.aspx> or via telephone at 1-800-321-CSLB.

The reason for bringing this to your attention is that I have had the unfortunate experience of filing a formal complaint with the California State Contractor's Licensing Board (CSLB) in 2017 against Doran Construction LLC for conducting business without a license. It was confirmed by CSLB that Mr. Doran did not have a license and had never applied for a license with CSLB. While circumstances may have changed, I do not see that Mr. Doran, Doran Construction LLC or Golden Arrow Landscaping are licensed contractors in the State of California.

Sincerely,

A handwritten signature in blue ink, appearing to read "Chris John", is written below the word "Sincerely,".

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

THIS AGREEMENT is made this ____ day of _____, 20__ (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 _____, a _____ (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 _____ consulting services for the DISTRICT (hereinafter referred to as "Project"); and

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

WHEREAS, CONSULTANT holds itself as duly licensed, qualified, and capable of performing said services for the Project, and that 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 term set forth in Section 5.1 of this Agreement.

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

1.3 NO EMPLOYEE RELATIONSHIP: The Project services to be provided by CONSULTANT are outside the usual course of the DISTRICT's business. 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 for work performed under this Agreement.

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.

2.2 PREVAILING WAGES: In accordance with the provisions of the California Labor Code, CONSULTANT shall secure the payment of compensation to employees. To the extent required by the California Labor Code, CONSULTANT shall pay not less than the prevailing rate of per diem wages as determined by the Director, Department of Industrial Relations, State of California. Copies of such prevailing rate of per diem wages are on file at the DISTRICT's office, which copies will be made available to any interested party upon request. CONSULTANT shall post a copy of such determination at each job site. If applicable, CONSULTANT shall forfeit to the DISTRICT the amount of the penalty set forth in California Labor Code Section 1777.7(b), or any subsequent amendments thereto, for each calendar day, or portion thereof, for each worker paid less than the specified prevailing rates for such work or craft in which such worker is employed, whether paid by CONSULTANT or by any subcontractor.

2.3 HOURS AND WORKING CONDITIONS: The DISTRICT is a public entity in the State of California and is subject to the provisions of the Government Code and the Labor Code of the State. It is stipulated and agreed that all provisions of law applicable to public contracts are a part of this Agreement to the same extent as though set forth herein and will be complied with by CONSULTANT. CONSULTANT shall comply with all applicable provisions of the California Labor Code relating to working hours and the employment of apprentices on public works projects. CONSULTANT shall, as a penalty to the DISTRICT, forfeit \$25.00 for each worker employed in the execution of this Agreement by CONSULTANT or by any subcontractor, for each calendar day during which such worker is required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week, unless such worker received compensation for all hours worked in excess of 8 hours at not less than 1½ times the basic rate of pay.

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 designates Lori Golden as the person to act as the DISTRICT's representative with respect to the work to be performed under this Agreement. Such person will have complete authority to receive information and interpret and define the DISTRICT's policies pertinent to the work, although such person 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 Project work in such a manner as to fully comply with all applicable professional standards of care, including professional quality, technical accuracy, timely completion, and other services furnished and/or work undertaken by CONSULTANT pursuant to this Agreement. The CONSULTANT shall cause all work and deliverables to conform to all applicable federal, state, and local laws and regulations.

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

ARTICLE IV PAYMENTS TO CONSULTANT

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

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

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

ARTICLE V COMPLETION SCHEDULE

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

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

ARTICLE VI GENERAL PROVISIONS

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

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

6.3 **INSURANCE:** CONSULTANT shall secure and maintain in full force and effect, until the satisfactory completion and acceptance of the Project by DISTRICT, such insurance as will protect it and the DISTRICT in such a manner and in such amounts as set forth below. The premiums for said insurance coverage shall be paid by the CONSULTANT. The failure to comply with these insurance requirements may constitute a material breach of this Agreement, at the sole discretion of the DISTRICT.

- (a) Certificates of Insurance: Prior to commencing services under this Agreement, and in any event no later than ten (10) calendar days after execution of this Agreement, CONSULTANT shall furnish DISTRICT with Certificates of Insurance and endorsements verifying the insurance coverage required by this Agreement is in full force and effect. The DISTRICT reserves the right to require complete and accurate copies of all insurance policies required under this Agreement.
- (b) Required Provisions: The insurance policies required by this Agreement shall include the following provisions or have them incorporated by endorsement(s):
 - (1) Primary Coverage: The insurance policies provided by CONSULTANT shall be primary insurance and any self-insured retention and/or insurance carried by or available to the

DISTRICT or its employees shall be excess and non-contributory coverage so that any self-insured retention and/or insurance carried by or available to the DISTRICT shall not contribute to any loss or expense under CONSULTANT's insurance.

- (2) Additional Insured: The policies of insurance provided by CONSULTANT, except Workers' Compensation and Professional Liability, shall include as additional insureds: the DISTRICT, its directors, officers, employees, and agents when acting in their capacity as such in conjunction with the performance of this Agreement. Such policies shall contain a "severability of interests" provision, also known as "Cross liability" or "separation of insured".
- (3) Cancellation: Each certificate of insurance and insurance policy shall provide that the policy may not be non-renewed, canceled (for reasons other than non-payment of premium) or materially changed without first giving thirty (30) days advance written notice to the DISTRICT, or ten (10) days advance written notice in the event of cancellation due to non-payment of premium.
- (4) Waiver of Subrogation: The insurance policies provided by CONSULTANT shall contain a waiver of subrogation against DISTRICT, its directors, officers, employees and agents for any claims arising out of the services performed under this Agreement by CONSULTANT.
- (5) Claim Reporting: CONSULTANT shall not fail to comply with the claim reporting provisions or cause any breach of a policy condition or warranty of the insurance policies required by this Agreement that would affect the coverage afforded under the policies to the DISTRICT.
- (6) Deductible/Retention: If the insurance policies provided by CONSULTANT contain deductibles or self-insured retentions, any such deductible or self-insured retention shall not be applicable with respect to the coverage provided to DISTRICT under such policies. CONSULTANT shall be solely responsible for any such deductible or self-insured retention and the DISTRICT, in its sole discretion, may require CONSULTANT to secure the payment of any such deductible or self-insured retention by a surety bond or an irrevocable and unconditional letter of credit.
- (7) Sub-Contractors: CONSULTANT shall include all sub-contractors as additional insureds under the insurance policies required by this Agreement to the same extent as the DISTRICT or shall furnish separate certificates of insurance and policy endorsements for each sub-contractor verifying that the insurance for each sub-contractor complies with the same insurance requirements applicable to CONSULTANT under this Agreement.
- (c) Insurance Company Requirements: CONSULTANT shall provide insurance coverage through insurers that have at least an "A" Financial Strength Rating and a "VII" Financial Size Category in accordance with the current ratings by the A. M. Best Company, Inc. as published in *Best's Key Rating Guide* or on said company's web site. In addition, any and all insurers must be admitted and authorized to conduct business in the State of California and be a participant in the California Insurance Guaranty Association, as evidenced by a listing in the appropriate publication of the California Department of Insurance.
- (d) Policy Requirements: The insurance required under this Agreement shall meet or exceed the minimum requirements as set forth below:
 - (1) Workers' Compensation: CONSULTANT shall maintain Workers' Compensation insurance as required by law in the State of California to cover CONSULTANT's obligations as imposed by federal and state law having jurisdiction over CONSULTANT's employees and Employers' Liability insurance, including disease coverage, of not less than \$1,000,000.

- (2) General Liability: CONSULTANT shall maintain Comprehensive General Liability insurance with a combined single limit of not less than \$1,000,000 per occurrence or claim and \$1,000,000 aggregate. The policy shall include, but not be limited to, coverage for bodily injury, property damage, personal injury, products, completed operations and blanket contractual to cover, but not be limited to, the liability assumed under the indemnification provisions of this Agreement. In the event the Comprehensive General Liability insurance policy is written on a "claims made" basis, coverage shall extend for two years after the satisfactory completion and acceptance of the Project by DISTRICT.
- (3) Automobile Liability: CONSULTANT shall maintain Commercial Automobile Liability insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence for any owned, hired, or non-owned vehicles.
- (4) Professional Liability: CONSULTANT shall maintain Professional Liability insurance covering errors and omissions arising out of the services performed by the CONSULTANT or any person employed by him, with a limit of not less than \$1,000,000 per occurrence or claim and \$1,000,000 aggregate. In the event the insurance policy is written on a "Claims made" basis, coverage shall extend for two years after the satisfactory completion and acceptance of the Project by DISTRICT.
- (5) Property Coverage – Valuable Papers: Property coverage on an all-risk, replacement cost form with Valuable Papers insurance sufficient to assure the restoration of any documents, memoranda, reports, plans or other similar data, whether in hard copy or electronic form, relating to the services provided by CONSULTANT under this Agreement.

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

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

To DISTRICT: Wrightwood Community Services District
1275 Highway 2
Post Office Box 218
Wrightwood, CA 92397
Attn: General Manager

To CONSULTANT: _____

Attn: _____

6.6 CONSULTANT'S ASSIGNED PERSONNEL: CONSULTANT designates _____ to have immediate responsibility for the performance of the work for the Project and for all matters relating to

performance under this Agreement. Substitution of any assigned personnel shall require the prior written approval of the DISTRICT. If the DISTRICT determines that a proposed substitution is not acceptable, then, at the request of the DISTRICT, CONSULTANT shall substitute with a person acceptable to the DISTRICT.

6.7 TERMINATION:

- (a) The DISTRICT may terminate this Agreement or abandon any portion of the Project, with or without cause, upon 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 by the DISTRICT, the DISTRICT shall be immediately given title to all original drawings and other documents developed for the Project, and the sole right and remedy of CONSULTANT shall be to receive payment for all amounts due and not previously paid to CONSULTANT for services completed or in progress in accordance with the Agreement prior to such date of termination. If termination occurs prior to completion of any task for which payment has not been made, the fee for services performed during such task shall be based on an amount mutually agreed to by the DISTRICT and CONSULTANT. Such payments available to the CONSULTANT under this paragraph shall not include costs related to lost profit associated with the expected completion of the work or other such payments relating to the benefit of this Agreement.

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

6.9 INDEMNITY:

- (a) CONSULTANT shall defend, indemnify and hold DISTRICT, including its directors, officers, employees and agents, harmless from and against any and all claims, demands, causes of action, suits, debts, obligations, liabilities, losses, damages, costs, expenses, attorney's fees, awards, fines, settlements, judgments or losses of whatever nature, character, and description, with respect to or arising out of the work to be performed under this Agreement, including without limitation, any and all such claims, demands, causes of action, suits, debts, obligations, liabilities, losses, damages, costs, expenses, attorney's fees, awards, fines, settlements, judgments or losses of whatever nature, character, and description, arising by reason of death or bodily injury to one or more persons, including the employees of CONSULTANT; injury to property of any kind, including loss of use; or economic damages of any kind, caused by, or arising out of, any alleged or actual act or omission, regardless of whether such act or omission is active or passive, by CONSULTANT, any of CONSULTANT's subcontractors or DISTRICT, including their respective directors, officers, employees, agents and assigns, excepting only such matters arising from the sole negligence or willful misconduct of the DISTRICT.
- (b) CONSULTANT shall defend, indemnify and hold DISTRICT, including its directors, officers, employees and agents, harmless from and against any and all claims, demands, causes of action, suits, debts, obligations, liabilities, losses, damages, costs, expenses, attorney's fees, awards, fines, settlements, judgments or losses of whatever nature, character, and description, with respect to or arising out of any infringement or alleged infringement of any patent, copyright or trademark and

arising out of the use of any equipment or materials furnished under this Agreement by the CONSULTANT or CONSULTANT's subcontractors, including their respective directors, officers, employees, agents and assigns, or out of the processes or actions employed by, or on behalf of, the CONSULTANT or CONSULTANT's subcontractors, including their respective directors, officers, employees, agents and assigns, in connection with the performance of services under this Agreement. CONSULTANT shall have the right, in order to avoid such claims or actions, to substitute at its expense non-infringing equipment, materials or processes, or to modify at its expense such infringing equipment, materials, and processes so they become non-infringing, provided that such substituted and modified equipment, materials, and processes shall meet all the requirements and be subject to all the provisions of this Agreement.

- (c) CONSULTANT shall defend, indemnify and hold DISTRICT, including its directors, officers, employees and agents, harmless from and against any and all claims, demands, causes of action, suits, debts, obligations, liabilities, losses, damages, costs, expenses, attorney's fees, awards, fines, settlements, judgments or losses of whatever nature, character, and description, with respect to or arising out of any breach by CONSULTANT or CONSULTANT's subcontractors, including their respective directors, officers, employees, agents and assigns, of the aforesaid obligations and covenants, and any other provision or covenant of this Agreement.
- (d) It is the intent of the Parties to this Agreement that the defense, indemnity and hold harmless obligation of CONSULTANT under this Agreement shall be as broad and inclusive as may be allowed under *California Civil Code* §§ 2778 through 2784.5, or other similar state or federal law.

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

- (a) CONSULTANT shall take all precautions necessary for the safety of, and prevention of damage to, property on or adjacent to the Project site, and for the safety of, and prevention of injury to, persons, including DISTRICT's employees, CONSULTANT's employees, and third persons. All work shall be performed entirely at CONSULTANT's risk. CONSULTANT shall comply with the insurance requirements set forth in Section 6.3 of this Agreement.
- (b) CONSULTANT shall also furnish the DISTRICT with a copy of any injury prevention program established for the CONSULTANT's employees pursuant to California 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 California Labor Code Section 6401.7 by maintaining a copy of its Injury and Illness Prevention Plan at the Project site and making it available to the DISTRICT.

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

6.12 OWNERSHIP OF SOFTWARE:

- (a) Subject to payment of all compensation due under this Agreement and all other terms and conditions herein, CONSULTANT hereby grants DISTRICT a nonexclusive, transferable, royalty-free license to use the Software furnished to DISTRICT by CONSULTANT under this Agreement. The license granted herein shall authorize DISTRICT to:

- (1) Install the Software on computer systems owned, leased or otherwise controlled by DISTRICT;
 - (2) Utilize the Software for its internal data-processing purposes; and
 - (3) Copy the Software and distribute as desired to exercise the rights granted herein.
- (b) CONSULTANT retains its entire right, title and interest in the Software developed under this Agreement. DISTRICT acknowledges that CONSULTANT owns or holds a license to use and sublicense various pre-existing development tools, routines, subroutines and other programs, data and materials that CONSULTANT may include in the Software developed under this Agreement. This material shall be referred to hereafter as "Background Technology."
- (c) DISTRICT agrees that CONSULTANT shall retain any and all rights CONSULTANT may have in the Background Technology. CONSULTANT grants DISTRICT an unrestricted, nonexclusive, perpetual, fully paid-up worldwide license to use the Background Technology in the Software developed and delivered to DISTRICT under this Agreement, and all updates and revisions thereto. However, DISTRICT shall make no other commercial use of the Background Technology without CONSULTANT's written consent.

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

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

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

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

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

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

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

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

CONSULTANT

DISTRICT

By: _____
[Name, Title]
[Name of Entity]

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

EXHIBIT A

SCOPE OF WORK