

ITEM 12

PER CAPITA GRANT STANDING COMMITTEE:

DISCUSSION AND POSSIBLE ACTION



ITEM 13

SNOW REMOVAL AD HOC COMMITTEE:

DISCUSSION AND POSSIBLE ACTION



ITEM 14

CSD BOARD ELECTION: DISCUSSION AND POSSIBLE ACTION



ITEM 15

LIONS CLUB RENTAL AND VARIANCE:

DISCUSSION AND POSSIBLE ACTION



WRIGHTWOOD COMMUNITY SERVICES DISTRICT

PO Box 218, Wrightwood, CA 92397

760-249-3205

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

APPLICANT INFORMATION				
Name: VICTORIA RINEK		Phone: 760 - 249-3245		
Mailing Address: 3407 HWY 2, P.O. BOX 248		City: WRIGHTWOOD	Zip: 92397	
Organization Name: TIMBERLINE LIONS CLUB		Email: vrinek@mtprogress.net		
DATE AND TIME REQUESTED (Must include set-up and cleanup time)				
Month: 11/19/20	Day: Thursday	Year: 2020	Start Time: 5:00 p.m.	End Time: 6:00 p.m.
Recurring Dates: 11/23, 24, 25 / 2020		time: 4 hours each day		
EVENT DETAILS				
Type of Event: prepare Thanksgiving meals for distribution to community				
Estimated Attendance: 5-6 people in kitchen		Will food be served? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		
Will alcohol be served? Yes <input checked="" type="checkbox"/> No	Will alcohol be sold? Yes <input checked="" type="checkbox"/> No		Permit #:	
DECORATIONS (Nothing can be used that will leave marks, residue, or holes)				
Type of decorations to be used: none				
KITCHEN REQUEST	P.A SYSTEM REQUEST	STORAGE (If Available)		
Will you be using the kitchen? Storage <input checked="" type="checkbox"/> Full Use No	Will you be using the P.A. System? Yes <input checked="" type="checkbox"/> No	Do you require storage? <input checked="" type="checkbox"/> Yes No REFRIG.		

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

Victoria Rinek
Signature

11/4/2020
Date

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

Please read each item and initial next to it showing that you understand.

If you do not understand, please talk to staff or the General Manager

Refusal to initial will result in your application not being approved.

VR **RESERVATIONS:** Telephone inquiries are not binding and do not constitute a reservation. A reservation for the event will be booked only when all fees have been paid in full and all other required documents (Rental Application, Security Deposit, and evidence of Liability Insurance) are received by Wrightwood CSD.

VR **TIME RESERVED TO COVER ENTIRE USE:** The hours shown on the application will cover the entire time required for the renter to set-up, decorate, conduct the activity, and clean up the facility after use. The facility must be vacated promptly at the conclusion of the time specified on the agreement. Occupancy beyond the time specified will result in overtime charges at one and one-half time of the staff's hourly rate plus the hourly rental rate of the facility.

VR **CANCELLATION POLICY:** Renter must submit written notice of cancellation at least ten (10) days prior to the cancellation of any dates covered by the rental agreement. Fees for uses cancelled thirty (30) or more days in advance will be refunded in full; 10-29 days, refunded less 30%; less than 10 days there will be no refund. No shows will be charged the full rental amount, with no refunds. (parking lot or facility use may be canceled the same day due to heavy inclement weather i.e.: snow, rain)

VR **INSURANCE REQUIREMENTS:** The applicant shall provide and maintain General Liability Insurance and the coverage shall be in the amount of \$1 (one) million dollars for bodily injury, personal injury and property damage, the Wrightwood CSD must be named as the insured. If alcoholic beverages are served, Liquor Liability Insurance in the amount of \$1 (one) million dollars for bodily injury and property damage will be required in addition to the General Liability Policy. General Liability and Liquor Liability Insurance shall be endorsed naming the Wrightwood CSD; its officers, agents, employees and volunteers as additional insured. Each policy required by this clause shall be endorsed to state that coverage shall not be cancelled, or changed except after thirty (30) days written notice has been given to the Wrightwood CSD. Use of the facility will be denied if satisfactory proof of the required insurance is not received in a timely manner (at least 2 weeks) prior to the event.

VR **DECORATIONS:** Any decorating, covering or changes to the facilities must be discussed at the time of the rental application and put in writing as part of the permit. The use of the following decorating materials and equipment are prohibited: cellophane, duct or adhesive tape, nails, staples, screws, loose glitter, birdseed, sand, confetti, bubbles, bubble machines and fog machines. Use of these items will result in the loss of the security deposit. Masking tape, if used, must be removed following the event. No materials may be attached to ceiling tiles or ceiling grids. The relocation of Community Building furnishings and equipment, other than tables and chairs provided for the rental is not permitted. **Bounce houses are not permitted under any circumstances.**

VR **CLEANING:** Clean-up of the facility is the applicant's responsibility. The applicant shall make sure all decorations, food, gifts, and rental equipment are removed from the facility at the end of the event. The facility and all outside areas, including restrooms and kitchen shall be left in the same condition as they were prior to the event. Failure to do so may result in the forfeiture of the security deposit.

VR **MINOR CHILDREN:** For safety reasons, no children under 18 years of age will be allowed in the kitchen area without adult supervision. For children's events the Wrightwood CSD requires an adult to child ratio of 1:6.

VR **KEY AND ALARM CODE:** If renter is provided with a key and/or alarm code, renter must not share the keys or codes. Renter is responsible for locking up and setting alarm (if needed). No Subletting allowed.

VR **WRIGHTWOOD CSD:** reserves the right to cancel any rental or use of the Community Centers without notice wherein previous incidents have resulted in damage, or misuse of the facilities or equipment including the outside grounds, and park areas.

VR **SPECIAL EVENTS:** Any event that requires additional Wrightwood CSD staff time, additional facilities or county permits and compliance with county event requirements (i.e. ratio of porta potty's to persons) may incur additional costs.

**RELEASE AND HOLD HARMLESS AGREEMENT
FOR THE WRIGHTWOOD COMMUNITY SERVICES DISTRICT**

The undersigned, VICTORIA RINEK, on behalf of himself/herself/itself and his/her/its heirs, executors, administrators, officers, directors, employees, volunteers, agents, representatives, successors, and assigns ("Releasors"), does hereby release, acquit, and forever discharge the WRIGHTWOOD COMMUNITY SERVICES DISTRICT ("District") and its agents, representatives, employees, directors, successors, administrators, and all other persons, firms, corporations, associations, or partnerships ("Releasees"), of and from any and all claims, actions, causes of action, demands, rights, damages, costs, loss of service, expenses, and compensation whatsoever, which the Undersigned and the Releasors now have or which may hereafter accrue on account of or in any way growing out of any and all known and unknown, foreseen and unforeseen, bodily and personal injuries, property damage, and monetary losses, and the consequences thereof, resulting or to result from the accident, casualty, or event which relates in any manner, directly or indirectly, to the occupation, possession, enjoyment, and/or use of WRIGHTWOOD COMM. BLDG ("the Premises") for the period beginning on 11/19/20 and ending on 11/25/20 for the purpose of PREPARING THANKSGIVING MEAL ("the Event").

The use of the Premises by the Undersigned shall be strictly limited to conducting activities directly related to the Event, in a reasonable and lawful manner that is not otherwise inconsistent with any and all requirements of the District, as such may be imposed and enforced by the District in any fashion deemed necessary by the District in the exercise of its sole discretion. The Undersigned shall not permit any practice of discrimination against, or segregation of, any person or group of persons on account of sex, race, color, creed, marital status, age, sex, religion, handicap, national origin, or ancestry in the enjoyment, use, and occupancy of the Premises.

It is expressly understood by the Undersigned that the physical condition of the Premises is such that the use thereof is furnished by the District for the Event on an as-is basis without any representation or warranty. The District makes no express or implied representations or warranties concerning the Premises or its fitness for any particular purpose. The Undersigned shall bear the costs of any action necessary to place the Premises in a condition that meets the requirements of law or that is otherwise suitable for the Event. The District shall not be held liable to the Undersigned or any other party for any losses incurred or damages sustained as a direct or indirect result of the condition of the Premises or any use or failure thereof. The District shall not be held liable or responsible for any debts, claims, or damages from any cause arising out of or any way related to the Undersigned's use or occupancy of the Premises. Immediately upon conclusion of the Event, the Undersigned shall restore the Premises to the condition existing prior to the Event.

The Undersigned hereby expressly waives and releases the District and the Releasees from any and all liability for the claims, actions, and/or losses set forth above and for any costs and expenses incurred in connection therewith. Notwithstanding the provisions of California Civil Code Section 1542, which provides as follows:

"A general release does not extend to claims which the creditor did not know or suspect to exist in his or her favor at the time of the executed release which if known by him or her must have materially affected his or her settlement with the debtor"

The Undersigned expressly waives and relinquishes all rights and benefits afforded to the Undersigned thereunder and under any and all similar laws of any state or territory of the United States with respect to the claims, actions, and/or losses referenced above. This Agreement shall act as a release of future claims that may arise from the aforementioned whether such claims are currently known, unknown, foreseen, or unforeseen. The Undersigned understands and acknowledges the significance and consequences of such specific waiver of Civil Code Section 1542 and hereby assumes full responsibility for any injuries, damages, losses, or liability that may result from the claims identified above.

Excepting the sole or active negligence or willful misconduct of the District, the Undersigned agrees to indemnify and hold the District and the Releasees harmless from and against all claims and liabilities of any kind arising out of, in connection with, or resulting from, any and all acts or omissions on the part of the Undersigned and/or its guests, invitees, trespassers, contractors, consultants, and employees in connection with the Event or their use and/or occupancy of the Premises, and defend the District and its officers, directors, agents, and employees from any suits or actions at law or in equity and to pay all court costs and counsel fees incurred in connection therewith.

In addition, the District reserves the right to demand at any time prior to the Event that the Undersigned pay any and all fees imposed by the District for the use of the Premises and that the Undersigned procure and maintain bonds from an acceptable surety, cash deposits, policies of insurance, and/or other form of security in amounts and upon terms deemed sufficient by the District in its sole discretion to protect the District from any and all exposure to loss or liability.

THE UNDERSIGNED HAS READ THE FOREGOING RELEASE AND FULLY UNDERSTANDS IT.

Signed, sealed, and delivered this 4 day of November, 2020.

Victoria Rinek
Signature

11/4/2020
Date

REQUEST FOR FACILITY RATE VARIANCE

The District is prohibited by Article XVI, Section 6, of the California Constitution from making any gift, or authorize the making of any gift, of any public money or thing of value to any individual, municipal or other corporation whatever..." As a result, any reduction in the District's standard facility usage rates that may be granted must not constitute an unconditional gift of public funds. At a minimum, this means that any request for such cost variance should be tied to a valid public purpose that benefits the District. Specifically, eligibility for a facility rate variance is limited to only those applicants that are engaging in uses related to the particular public duties and functions that the District is empowered to perform within its jurisdictional boundaries pursuant to Government Code Section 61000 et seq. as expressly authorized by the San Bernardino County Local Agency Formation Commission. Therefore, please describe in the "Explanation" section below the following: (1) the nexus between the cost reduction requested from the District and the corresponding benefit that would be received by the Public and (2) how such benefit falls within the scope of the District's authorized public purpose -- i.e., Street lighting, park and recreation, solid waste and recycling, and wastewater. Please feel free to attach and supporting material's that you believe would be relevant.

Though not required, you may want to attend the Board meeting to answer questions.

ORGANIZATION: TIMBERLINE LIONS CLUB

CONTACT: VICTORIA RINEK

ADDRESS: 1858 ASH RD., WRIGHTWOOD CA

CONTACT PHONE NUMBER: 626-241-6784

CONTACT EMAIL: secretary@timberlinelions.org

VARIANCE REQUEST

AMOUNT TO BE CONSIDERED: NON CHARGE

DATE/DATES TO BE CONSIDERED: November 19, 23, 24 & 25, 2020

EXPLANATION:

We would like to use the kitchen to prepare 100 Thanksgiving
meals for distribution around the community for those unable to
prepare a meal. We need to store 20 frozen turkeys in the refrig.
on 11/19 and cook the meals on 11/23 & 24, then on 11/25 prepare
dishes for volunteers to deliver the meals. There will be 6
volunteers in the kitchen practicing safety procedures.

Thank you,

Vicky Rinek

ITEM 16

AA PROPOSED RENTAL: DISCUSSION AND POSSIBLE ACTION



WEDNESDAY NIGHT AA MEN'S GROUP PROPOSAL TO USE COMMUNITY CENTER

For Wrightwood CSD consideration



We of Alcoholics Anonymous propose to use the Community Center to hold in-person meetings in lieu of using our usual meeting place "the Firehouse". We propose to use the Community Center from 7:00 pm to on consecutive Wednesdays until SB County reaches the yellow tier, which allows most indoor activities to continue with minimal protection and physical distancing also in accordance with SB county guidelines and the Wrightwood CSD.

Should the county maintain this minimal tier and in accordance with the Wrightwood CSD, the Wednesday Night AA Men's Group may once again continue using the "Firehouse" on Wednesday evenings.

The AA Meeting Secretary and assigned Special Workers aka "Leaders" of the meeting will explain the necessary policies, practices and conditions that will be implemented to meet the Centers for Disease Control and Prevention (CDC), California Department of Public Health (CDPH) and San Bernardino County Department of Public Health (SBCDPH) guidelines for COVID-19.

Overview



The Alcoholics Anonymous Wednesday Night Men's Group recognizes that in conducting their meetings on at 7:00-8:30 pm on consecutive Wednesdays understands there are risks of exposure to COVID-19 for all who attend, as it is highly contagious and has a mortality rate greater than the flu. In addition:

- COVID-19 can spread easily and exponentially*
- While persons of all ages are at risk for catching COVID-19, individuals with compromised immune systems and the elderly may be at particular risk.*

In operating, The AA Wednesday Night Men's Group acknowledges the risks of COVID-19 exposure to its employees and customers and is committed to providing a safe and healthy meeting environment. To ensure that, the following Meeting Operation Plan in response to the COVID-19 pandemic has been developed. All Special Workers aka "Leaders" are responsible for implementing and complying with all aspects of this Plan to mitigate the potential for transmission of COVID-19 in the community center and requires full cooperation among meeting attendees. Only through this cooperative effort can the safety and health of all meeting attendees be maintained and established. The AA Wednesday Night Men's Group Secretaries and appointed Special Workers have full support in enforcing the provisions of this policy.

The AA Wednesday Night Men's Group is pleased to submit this proposal to meet in person, while mitigating the spread of Covid-19. Conducting in-person AA Meetings is essential to the mental health of its current members and potential future members looking for a safe place to share their struggles with Alcohol Addiction. **The AA Wednesday Night Men's Group** believes that maintaining an arena where potential new members struggling with addiction can attend in-person meetings, benefits individual mental health. Attracting new members is AA's number one purpose also benefiting the mental health of the Wrightwood community in part or as a whole.

The Objective



The AA Wednesday Night Men's Group proposes to use the Community Center from 7:00 pm to 8:30 pm on consecutive Wednesdays until San Bernardino County maintains a Yellow Tier in Covid-19 guidelines.

1. We will implement infection prevention measures.
2. Prompt identification and isolation of sick persons.
3. Engineering and administrative controls for social distancing, including reduced occupancy requirements.
4. Sanitation policies and procedures, including cleaning, disinfecting and decontamination.
5. Communications and training for all meeting attendees to implement the plan.

6. Procedures to ensure effective ongoing implementation of the plan.

i Before, during and after each meeting we will implement the following procedures:

- Sanitize all chairs and surfaces - including bathrooms.
- Provide hand sanitizer at every entry door for everyone entering to use.
- Mandate mask wearing always indoors, unless for the "one person speaking" during the meeting.
- Mask to be quickly re-worn after the "one person speaking or sharing".
- No hugging or hand holding
- Maintain less than 45 members in Community Center based on the square footage provided.
- No physical touch
- Coffee to be served by one assigned server behind a table
- No coffee cup refills. A new cup will be handed to each member every time.
- Cookies or candies to be pre-packaged and not shared between members.
- Sanitize all chairs before after meeting - returning to racks.
- Sanitizing surfaces including bathrooms with cleaner provided.
- Lightly mop floor where members have been with sanitizers and mop provided.
- Discard all trash and cleaning rags in appropriate receptacles.
- No loitering or gatherings before or after that does not meet social distance requirements and/or mask wearing

Identification and Isolation

i Screening Process:

- Members have been informed of, and encouraged to, self-monitor for signs and symptoms of COVID-19
- Thermal scan to detect fever for staff entering Community Center
- Screening and evaluating members who exhibit signs of illness

ITEM 17

FARMER'S MARKET PROPOSED RENTAL:

DISCUSSION AND POSSIBLE ACTION



From: "Wrightwood Certified Farmers Market" <wrightwoodcfm@gmail.com>
Subject: Re: Protocols
Date: Sun, November 8, 2020 6:10 pm
To: lori@wrightwoodcsd.org

Hi Lori,

I would like to submit for possible usage of both the building and parking lot coming up for December 4th and 11th for Farmers Market. We will close December 18th, 25th, and January 1st! This is also a plan for possibly January and February if I can justify financially keeping the market open during those months as well.

Following my rules and procedures here I will give my further considerations about running our market at the end. Please consider...

m ,=

My rules for the parking lot are much more extensive and I would be keeping all our current guidelines active while utilizing the parking lot and be previous to entering the building. We have had absolutely no vendors or farmers come down with the virus or their immediate families as of this date for the entire period which is a remarkable feat since we have roughly 40 of us who participate and a high majority of our vendors and farmers participate with markets throughout San Bernardino and LA counties which are both high incident areas. We have higher traffic of patrons comparatively to coop and none have expressed having the virus to me and I have good relations with many people in our community and am a health practitioner to a few as well.

The indoor environment has a greater concern for airborne issues and my plan will consist of bringing procedures to reduce the chance of airborne contact. Most of this will be following already established guidelines from coop but also enhancing ideas from other farmers market managers like Roweena in Phelan who has been utilizing both indoors and outdoors with no issues which their CSD has endorsed for her. I will also continue following our guidelines from our County Health Department which licenses us, and our State Agricultural Department which certifies us.

Indoor procedures:

1. 5 farmers or food vendors at a time indoors only. One of these will be Dave (Michelle's Dad a volunteer, I want him warm), or myself, possibly Roweena managing the interior flow of people.

2. I'm aware that it was discussed as only 3 patrons being indoors for the coop but Michelle informs me their max is actually 10 people total indoors and I will keep it at that to begin with.

I do ask that we be allowed 15 people total indoors as acknowledgement that we will be far more spread out within the building itself. Coop cuts off about 1/3 of the room from patrons for preparing baskets of groceries. And, we will be even further against the wall on the East side then what is managed with coop. I intend to push farmers and vendors to the far sides of the rooms to have more space between vendors then we currently have outdoors since air will not be moving as quickly as outdoor air. This will easily keep vendors and individuals better than 20' apart. To me this looks further apart then Coop has when Michelled allowed me to come and witness her process. I plan for only 1 patron per farmer or vendors table ... the 15 is just about allowing a family to be together when they have no choice, so they can get their food too as farmers markets have been designated as essential food services by both our County Health Department and our State Agricultural Department.

3. Patrons will enter by side door

3.5 I prefer they wash hands or use hand sanitizer outdoors and not utilize bathrooms where everyone is travelling through the same enclosed area and less managed part of the building. I will have both hand sanitizer and soap

and water available with a sign requesting use before entering the building. However, I can have people use indoor bathrooms the same as Michelle if requested by CSD. However, in Winter it is also likely many people will be gloved to stay warm.

4. 1 family member only... it will be requested and on a sign at entrance to the building, however this is not what is recommended by our health department as witnessed in grocery stores and all other essential food operations.

5. Exit is through the front door only.

6. All farmer/vendors in gloves and face masks are the same as coop indoors... although I am thinking about having farmers in both masks and plastic face shields together just to mirror the grocery markets with the spit shields at the registers. I don't really know why... just a thought.

7. All shoppers in face masks before even entering.

8. I was not aware of this being done with coop when I was there, yet... we have this practice in place.

I will continue special hours for high risk customers and they may ask me for help as we have always done since the beginning of this process.

These are 2 areas I've identified where the farmers market is not or may not be practicing the same as coop...

A. 1 person handling money-- we have not done this and never had an issue and neither do super markets, nor do other food operatives such as Trader Joes. In fact we will be far more cautious even indoors with both distancing and touching issues then any of the supermarkets I've witnessed and modeling such as Trader Joes which I consider doing quite a good job.

B. I don't really have the option of pre-orders which I tried through March and April where only one or two patrons took advantage of it during just 3 markets then none, so I discontinued. I tried advertising it like a bear too. Didn't happen. I didn't witness this happening for coop either. But, I am always open to requests and being of service in this area.

I'm doing my best to keep our market open. With events being unpredictable and always changing I find it disconcerting if we were to allow another food source to be closed especially during Winter months when there is naturally more scarcity. I'm also facing a new issue where the farmers market is having to be the sole income for some people within our community and would prefer not to drop their support.

In the past I have not been able to pay myself and have lost income during the Winter Months as manager of the farmers market. With renting both the inside and outside I plan to not only not pay myself but to definitely lose money during winter. I have saved an amount I think should hold us through February from what had been earned through the Summer market instead of paying myself. I ask any considerations and concessions you as the CSD may be willing to grant to help our market stay open through Winter both financially and other. If we run with longer snows or colder March and April I may not be able to stay open at all...

Some of the considerations for closing the farmers market through Winter are obvious and some are not.

Farmers have to have an income. They grow food which will rot in the field if not brought to market. I will lose farmers to other markets in warmer areas if not open in Winter. I may never get those farmers back. I have already lost two farmers this year and one seems to be permanent. I have one farmer planning to return in January who has been shut down for a quarantine of a citrus parasite. They never had the bug yet they have

11/9/2020

Re: Protocols

suffered an extraordinary financial burden and I wish our market to be here for them too as soon as their citrus is ripe. Once something closes there are always ramifications which were unseen and may wipe out the entire enterprise.

Thank you for your consideration and your partnering with me to support what is desired and needed within and for our community.

Ron

PS. Lori would you please present this to the board as soon as possible in all appropriate channels? Thank you tons for your help too!

On Fri, Nov 6, 2020 at 11:59 AM <lori@wrightwoodcsd.org> wrote:

> HI Ron,
>
> I was unable to find a printed listing of the Co-op's protocols. It was
> discussed at the March 17th meeting and you can hear the audio on the
> discussion about 10 minutes in. To summarize:
>
> 5 workers at a time
> 3 shopper at a time
> Patrons will enter by side door
> immediately wash hands with the restroom door propped open to avoid
> touching
> 1 person handling money
> 1 family member only
> Exit through the front door
> All workers in gloves and face masks
> All shoppers in face masks
> Pre orders are available and can be done through a drive up pickup to
> avoid coming into the building
> Special handling/hours for high risk customers
>
>
>
> Lori Golden
> General Manager
> Wrightwood CSD
> 760-220-8378
>
>

--

Sincerely,

Ron Frank
Market Manager
Wrightwood Certified Farmers Market: the heart and health of our community
661.330.9009
wrightwoodcfm.com
Like us on Facebook: <https://www.facebook.com/WrightwoodCFM/>

Attachments:

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ITEM 18

CSD BUILDING OPENING: DISCUSSION AND POSSIBLE ACTION



ITEM 19

**RECESS TO CLOSED SESSION:
CONFERENCE WITH REAL
PROPERTY NEGOTIATORS
(GOVERNMENT CODE 54956.8)
DISCUSSION AND POSSIBLE
ACTION**



Prior to the CSD, San Bernardino County (CSA56) had an agreement with Cecelia Cummings (Wrightwood Business Center) regarding the usage of the parking lot for 16 spaces. The agreement included amount to be paid for that usage. The amount was to include snow removal, maintenance, etc. and ended on April 30, 2020. We currently have 28 parking spaces and that includes 4 marked as handicapped. 7 spaces are for the bank building and they are billed directly for snow removal (we did update the striping on those spaces). We can charge the Wrightwood Business Center based upon how often we have the parking lot cleared of snow (per use fee). Last year our costs for snow removal were \$2,550 and striping costs were \$320. Based upon the annual cost of the snow removal and striping each space would be \$102.50 (annual fee). Based upon the cost of \$200 each snow removal the cost per space would be \$7.50 (per use fee).

The following is a copy of the agreement between CSA56 and Cecelia Cummings.

LICENSE AGREEMENT

This License Agreement (the "License") is made and entered into by and between COUNTY SERVICE AREA 56 (the "DISTRICT"), which is situated in San Bernardino County, and the County of San Bernardino (the "County"), and Cecelia J. Cummings, an individual, dba Cummings CPA ("LICENSEE").

WHEREAS, the DISTRICT governs real property owned by the County of San Bernardino (the "County") that is commonly known as 1275 Highway 2, Wrightwood, CA on which, as of the date of this License, a community center (the "Wrightwood Community Center") and a parking lot with a total of thirty-two (32) spaces, (the "Center Parking Lot") are located. The Wrightwood Community Center and the Center Parking Lot are more specifically depicted on Exhibit A attached hereto and incorporated herein by reference;

WHEREAS, DISTRICT and LICENSEE now desire to enter into this License for LICENSEE's non-exclusive, unreserved use of sixteen (16) parking spaces at the Center Parking Lot.

NOW THEREFORE, in consideration of the mutual covenants and conditions, the parties hereto agree as follows:

1. **USE:** DISTRICT and COUNTY grants to LICENSEE a non-exclusive license to use sixteen (16) parking spaces which includes one (1) handicapped space, at the Center Parking Lot on an unreserved basis. LICENSEE may only use the parking spaces for the parking of one (1) motor vehicle per space and for no other purpose. Overnight parking is strictly prohibited as it is regulated on those county roads allowing ingress and egress to the lot. LICENSEE shall endeavor to use the sixteen (16) spaces closest to the east end of the Center Parking Lot but may park in any available space at the Center Parking Lot. The parties hereby acknowledge that DISTRICT and the COUNTY and its employees, agents, and invitees have first priority to use all or any of the parking spaces at the Center Parking Lot for parking and functions held thereon and LICENSEE's inability to use all or any of the sixteen (16) spaces shall not constitute a default under this License. LICENSEE acknowledges and agrees that the parking spaces at the Center Parking Lot are provided to LICENSEE in their AS-IS condition without warranties or representations.
2. **TERM & EXTENSION OPTIONS:** The term of the License shall be for five (5) years, commencing on May 1, 2015 and terminating on April 30, 2020. Provided that LICENSEE is not in default at the time of exercise of the applicable option, LICENSEE shall have two (2) options of five (5) years each to consecutively extend the term of this License on the same terms and conditions as this License, by providing DISTRICT with written notice not less than thirty (30) days prior to the expiration of the then current term.
3. **LICENSE CONSIDERATION:** LICENSEE shall relieve the DISTRICT and the County of snow and ice removal costs as well as agreed upon maintenance costs which will be paid by the LICENSEE for services on that portion of the premises referenced in the paragraph entitled "USE" above and the ingress and egress on the eastern side.
4. **SNOW REMOVAL:** During the term of this License, including any extensions thereof, the LICENSEE shall be responsible for all snow and ice removal for that portion of the Center Parking Lot described in the paragraph entitled "USE" above at such times and on such conditions as determined by DISTRICT and LICENSEE at their discretion, exercised reasonably. LICENSEE will be responsible for the costs of snow and ice removal services on that portion of the premises referenced in the paragraph entitled "USE" above and the ingress and egress on the eastern side.
5. **MAINTENANCE:** LICENSEE, DISTRICT and other third parties will have shared costs of the

Center Parking Lot maintenance as agreed upon. Maintenance to include stripping, crack sealing, slurry seal and parking lot lights. Maintenance costs will be shared by the DISTRICT and LICENSEE as agreed in Addendum 1 (attached) as made a part hereof.

6. **INDEMNIFICATION:** Insofar as it is legally authorized, LICENSEE shall hold harmless and free from liability, the DISTRICT and the COUNTY and any of its officers, agents or employees from all damages, costs, or expenses which may arise by reason of liability imposed by law because of injury to property or injury to or death of persons received or suffered by reason of use of said parking spaces pursuant to invitation, authorization or permission by LICENSEE. Insofar as it is legally authorized, the DISTRICT and the COUNTY shall hold harmless and free from liability the LICENSEE and any of its officers, agents or employees which may arise by reason of liability imposed by law because of injury to property or injury to or death of persons received or suffered by reason of use of said parking spaces pursuant to invitation, authorization or permission of the DISTRICT or the COUNTY.

7. **INSURANCE REQUIREMENTS AND SPECIFICATIONS:**

A. DISTRICT and the COUNTY are a self-insured public entity for purposes of professional liability, general liability and workers' compensation.

B. LICENSEE agrees to provide insurance set forth in accordance with the requirements herein. If LICENSEE uses existing coverage to comply with these requirements and that coverage does not meet the specified requirements, LICENSEE agrees to amend, supplement or endorse the existing coverage to do so.

Without in anyway affecting the indemnity set forth in this License and in addition thereto, LICENSEE shall secure and maintain throughout the license term the following types of insurance with limits as shown.

(1) **Commercial/General Liability Insurance** – LICENSEE shall carry General Liability Insurance covering all operations performed by or on behalf of LICENSEE providing coverage for bodily injury and property damage with a combined single limit of not less than one million dollars (\$1,000,000), per occurrence. The policy coverage shall include:

- (a) Premises operations and mobile equipment
- (b) Products and completed operations.
- (c) Broad form property damage (including completed operations).
- (d) Personal injury
- (e) Contractual liability.
- (f) \$2,000,000 general aggregate limit.

C. **Additional Insured** – All policies of commercial/general liability insurance required hereunder, shall contain endorsements naming the DISTRICT, the County, and their officers, employees, agents and volunteers as additional insured with respect to liabilities arising out of the use under this License. The additional insured endorsements shall not limit the scope of coverage for the DISTRICT or County to vicarious liability but shall allow coverage for the DISTRICT and County to the full extent provided by the policy. Such additional insured coverage shall be at least as broad as Additional Insured (Form B) endorsement form ISO, CB 2010.11 85.

D. **Policies Primary and Non-Contributory** – All policies required herein are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by DISTRICT or the

COUNTY.

E. Severability of Interests – LICENSEE agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and there will be no cross liability exclusions that preclude coverage for suits between LICENSEE and DISTRICT or COUNTY or between DISTRICT or COUNTY and any other insured or additional insured under the policy.

F. Proof of Coverage – LICENSEE shall furnish Certificates of Insurance to the San Bernardino Real Estate Services Department (RESA) administering the license evidencing the insurance coverage, including endorsements, as required, prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without at least thirty (30) days prior written notice to RESA, and LICENSEE shall maintain such insurance from the time LICENSEE commences use under the license until the end of the period of the license. Within fifteen (15) days of the commencement of this License, LICENSEE shall furnish a copy of the Declaration page for all applicable policies and will provide complete certified copies of the policies and endorsements immediately upon request.

G. Acceptability of Insurance Carrier – Unless otherwise approved by the County's Department of Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum "Best" Insurance Guide rating of "A- VII".

H. Insurance Review – Insurance requirements are subject to periodic review by the County's Department of Risk Management on behalf of DISTRICT. The County's Director of Risk Management or designee is authorized, but not required, to reduce, waive or suspend any insurance requirements whenever the County's Department of Risk Management determines that any of the required insurance is not available, is unreasonably priced, or is not needed to protect the interests of DISTRICT or the County.

I. Failure to Procure Insurance. All insurance required must be maintained in force at all times by LICENSEE. Failure to maintain said insurance, due to expiration, cancellation, etc., shall be cause for DISTRICT and the COUNTY to give notice to immediately suspend LICENSEE's use of the parking spaces under this License. Failure to reinstate said insurance within the (10) days of notice to do so shall be cause for termination and for forfeiture of this License, and/or DISTRICT or the COUNTY, at its discretion, may procure or renew such insurance and pay any and all premiums in connection therewith, and all monies so paid by DISTRICT or the COUNTY shall be repaid by LICENSEE to DISTRICT or the COUNTY upon demand but only for the pro rata period of non-compliance.

J. DISTRICT and the COUNTY shall have no liability for any premiums charged for such LICENSEE's coverage(s). The inclusion of DISTRICT and the County as additional named insured is not intended to and shall not make a partner or joint venture with LICENSEE in LICENSEE's operations.

K. LICENSEE agrees to require all parties or subcontractors, or others it hires or contracts with related to the use of this License to provide insurance covering such use with the basic requirements and naming DISTRICT and the County as additional insureds. LICENSEE agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided as required herein.

8. **DAMAGE PROVISIONS:** LICENSEE shall have no right to make any alterations to the Center Parking Lot. In the event any damage occurs to the Center Parking Lot, , and/or the real property on which said improvements are situated and such damage is caused by LICENSEE, or its employees, agents, contractors, or invitees, LICENSEE shall promptly repair such damage to DISTRICT's or COUNTY's reasonable satisfaction

within thirty (30) days after the date of damage.

9. **ATTORNEY'S FEES AND COSTS:** If any legal action is instituted to enforce or declare any party's rights hereunder, each party, regardless of which party is the prevailing party, must bear its own costs and attorneys' fees. This paragraph will not apply to those costs and attorneys' fees directly arising from any third party legal action against a party hereto and payable to the DISTRICT or the COUNTY, or the LICENSEE under Paragraph 5 - Indemnification, Paragraph 6 - Insurance Requirements and Specifications, and Paragraph 17 - Release of Information.

10. **CONDUCT OF EMPLOYEES:** LICENSEE is responsible for the conduct of its employees, agents, contractors, and invitees on the License Spaces of the Center Parking Lot, and the real property on which all such areas are situated.

11. **TERMINATION FOR DEFAULT:**

A. If LICENSEE defaults in the agreement for the snow and ice removal and basic maintenance, DISTRICT and the COUNTY may give LICENSEE written notice of such default. This License shall not terminate if within ten (10) days after receipt of such written notice LICENSEE shall cure the default. If LICENSEE fails to timely cure a default, this License shall terminate with immediate effect and DISTRICT and the COUNTY shall be entitled to all rights and remedies in law or equity by reason of such default.

B. If LICENSEE fails to perform, keep or observe any of the terms, conditions or covenants of this License, as provided in Paragraph 10A, DISTRICT and the COUNTY may give LICENSEE written notice of such failure and default. This License shall not terminate if within thirty (30) days after receipt of such written notice the LICENSEE cures the default.

If LICENSEE commences to cure such default within thirty (30) days after receipt of such notice and continuously and diligently proceeds in good faith to cure such default, then the cure period shall be extended for such length of time as is reasonably necessary to complete such correction.

If a default should continue for thirty (30) days or more after receipt of written notice of default without a cure, or (b) LICENSEE has commenced a cure within said thirty (30) days but has not diligently pursued to it to completion in a reasonably timely manner, then DISTRICT and the COUNTY may, at its option, elect to terminate this License with immediate effect and DISTRICT and the COUNTY shall be entitled to all rights and remedies in law or equity by reason of such default.

C. Notwithstanding anything to the contrary in this Paragraph 10, in the event of an emergency, as determined by DISTRICT and the COUNTY in its sole discretion, LICENSEE shall cure its default immediately. If LICENSEE fails to do so, DISTRICT and the COUNTY shall have the right, but not the obligation, to cure LICENSEE's default without notice and LICENSEE shall reimburse DISTRICT and the COUNTY for the amount DISTRICT and the COUNTY actually expends (including charges for DISTRICT's or COUNTY's equipment and personnel) in curing LICENSEE's default.

12. **SURRENDER:** Upon any termination of this License, LICENSEE covenants and agrees to surrender the parking spaces in the Center Parking Lot in good condition, normal wear and tear excepted. If LICENSEE continues to use any parking spaces after any termination of this License, LICENSEE shall be deemed guilty of an unlawful detention and shall be subject to eviction and removal, forcibly or otherwise, at any time thereafter, with or without process of law. In the event LICENSEE fails to remove its personal property from the Center Parking Lot immediately upon any termination of this License, DISTRICT and the COUNTY shall have

the right, but not the obligation, to remove such personal property and place the same in storage at the expense of LICENSEE and without liability to DISTRICT and the COUNTY for any loss thereof. LICENSEE agrees to pay DISTRICT and the COUNTY on demand all expenses incurred in such removal, including court costs, attorney's fees, and storage charges.

13. **DESIGNATION:** The Real Estate Services Department is designated to administer and enforce this License on behalf of DISTRICT and the COUNTY. Further, the Director of Real Estate Services is authorized to exercise all provisions of this License on behalf of DISTRICT and the COUNTY, including but not limited to exercising DISTRICT's and COUNTY's termination rights.

14. **PERMITS AND LICENSES:** LICENSEE must obtain and maintain current status any and all other permits and/or licenses required by any other governmental department, local, state, and/or federal authority, which is required to engage in the use permitted herein.

15. **NO INTEREST OR ESTATE:** LICENSEE agrees that it does not have and will not claim at any time any interest or estate of any kind or extend whatsoever in the Center Parking Lot or the real property on which said lot is situated by virtue of this License or its use of the parking spaces hereunder.

16. **ASSIGNMENT AND TRANSFER:** LICENSEE shall have no right to assign or transfer this License to any other person, group or organization. LICENSEE shall have the right to assign or transfer this license upon sale of LICENSEE's premises by LICENSEE, subject to approval of the DISTRICT and the COUNTY, which approval is not to be unreasonably withheld. Leasing of LICENSEE's premises shall not constitute as a transfer or an assignment hereunder.

17. **RELEASE OF INFORMATION:** Any information or other materials submitted by LICENSEE in connection with this permit are for the exclusive use of DISTRICT and the COUNTY, but are subject to disclosure under the provisions of the California Public Records Act, Government Code Section 6250 et seq. In the event a request for disclosure of any part or all of any information or other material is made to DISTRICT or COUNTY, DISTRICT or COUNTY will make good faith efforts to notify the LICENSEE of the request and will thereafter disclose the requested information unless the LICENSEE requests, in writing within three (3) days, nondisclosure and agrees to indemnify, defend with counsel approved by DISTRICT and the COUNTY, and hold DISTRICT and the County harmless in any/all actions brought to require disclosure. LICENSEE waives any and all claims for damages, lost profits, or other injuries of any and all kinds in the event DISTRICT or the COUNTY fails to notify LICENSEE of any such disclosure request and/or releases any information received from LICENSEE.

18. **HAZARDOUS MATERIALS:**

A. **Definition.** For purposes of this License, the term "Hazardous Substance" means any (a) substance, product, waste or other material of any nature whatsoever which is or becomes listed, regulated, or addressed pursuant to the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Section 9601, et seq. ("CERCLA"); the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 et seq. ("RCRA"); Toxic Substances Control Act, 15 U.S.C. Sections 2601 et seq.; the Clean Water Act, 33 U.S.C. Sections 1251 et seq.; the California Hazardous Waste Control Act, Health and Safety Code Sections 25100 et seq.; the California Hazardous Substance Account Act, Health and Safety Code Sections 25330 et seq.; the California Safe Drinking Water and Toxic Enforcement Act, Health and Safety Code Sections 25249.5 et seq.; California Health and Safety Code Sections 25280 et seq. (Underground Storage of Hazardous Substances); the California Hazardous Waste Management Act, Health and Safety Code Sections 25170.1 et seq.; California Health and Safety Code Sections 25501 et seq. (Hazardous Materials Response Plans and Inventory); or the California Porter-Cologne Water

Quality Control Act, Water Code Sections 1300 et seq., all as amended, (the above-cited California state statutes are hereinafter collectively referred to as "the State Toxic Substances Laws") or any other federal, state or local statute, law, ordinance, resolution, code, rule, regulation, order or decree regulating, relating to, or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous waste, substance or material, as now or at any time hereafter in effect, (b) any substance, product, waste or other material of any nature whatsoever which may give rise to liability under any of the above statutes or under any statutory or common law theory based on negligence, trespass, intentional tort, nuisance or strict liability or under any reported decisions of a state or federal court, (c) petroleum or crude oil other than petroleum and petroleum products contained within regularly operated motor vehicles, and (d) asbestos.

B. LICENSEE shall not permit, authorize, or suffer at any time herein relevant the presence, use, manufacture, handling, generation, storage, treatment, discharge, release, burial or disposal on, under or about the Center Parking Lot, or the real property on which said improvements are situated of any hazardous substance, or the transportation to or from the Center Parking Lot, or the real property on which said improvements are situated.

C. LICENSEE agrees, in addition to those obligations imposed upon it pursuant to Paragraph 5 - Indemnification, herein, to indemnify, defend with counsel approved by DISTRICT, protect and herein hold harmless DISTRICT, the County of San Bernardino, and their directors, officers, employees, agents, assigns, and any successor or successors to the DISTRICT's or the County of San Bernardino's interest in the License Spaces, the Center Parking Lot, , or the real property on which all such areas are situated as it relates to Hazardous Substances as defined in Paragraph 21A from and against all claims, actual damages (including but not limited to special and consequential damages), punitive damages, injuries, costs, response costs, losses, demands, debts, liens, liabilities, causes of action, suits, legal or administrative proceedings, interest, fines, charges, penalties and expenses of any kind whatsoever paid, incurred or suffered by, or asserted against, the Center Parking Lot, , or the real property on which said improvements are situated or any indemnified party directly or indirectly arising from or attributable to (a) any breach by LICENSEE or any of its agreements, warranties or representations set forth in this License, or (b) any repair, cleanup or detoxification, or preparation and implementation of any removal, remedial, response, closure or other plan concerning any hazardous substance on, under or about the License Spaces, the Center Parking Lot, , or the real property on which all such areas are situated caused by LICENSEE's use of the Center Parking Lot, , or the real property on which said improvements are situated, regardless of whether undertaken due to governmental action. To the fuller extent permitted by law, the foregoing indemnification shall apply regardless of the fault, active or passive negligence, breach of warranty or contract of LICENSEE.

D. Without limiting the generality of this indemnity, this indemnity is intended to operate as an agreement pursuant to Section 107(e) of CERCLA, 42 U.S.C. Section 9607(e) and California Health and Safety Code Section 25364 to insure, protect, hold harmless and indemnify DISTRICT and the County of San Bernardino for any liability arising out of LICENSEE's use of the License Spaces, the Center Parking Lot, or the real property on which all such areas are situated pursuant to such sections.

19. **NOTICES:** Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other party, or any other person shall be in writing and either served personally or sent by prepaid, first-class mail. Any such notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other party shall be addressed to the other party at the address set forth below. Either party may change its address by notifying the other party of the change of address. Notice shall be deemed communicated two (2) DISTRICT working days from the time of mailing if mailed as provided in this paragraph.

DISTRICT's address: Board Governed County Service Area 56
County of San Bernardino
Real Estate Services Department
385 North Arrowhead Avenue, Third Floor
San Bernardino, CA 92415-0180

COUNTY's address County of San Bernardino
Real Estate Services Department
385 North Arrowhead Avenue, Third Floor
San Bernardino, CA 92415-0180

LICENSEE's address: P O Box 1960
Wrightwood, CA 92397

7. **ENTIRE AGREEMENT:** This License constitutes the entire agreement between the parties and no prior agreement or understanding between the parties shall be effective for any purpose. No modifications or waiver will be binding unless made in writing and signed by both parties.

DISTRICT:

COUNTY SERVICE AREA 56

By: _____
James Ramos, Chairman, Board of
Supervisors

Date: _____

Approved as to Legal Form:

JEAN-RENE BASLE, County Counsel
San Bernardino County, California

By: _____
Agnes I. Cheng, Deputy County Counsel

LICENSEE:

**CECELIA J. CUMMINGS, AN INDIVIDUAL,
dba CUMMINGS CPA**

By: _____
Cecelia J. Cummings

Title: Owner

Date: _____

ITEM 20

RETURN TO OPEN SESSION:

ANNOUNCEMENT OF REPORTABLE CLOSED SESSION ACTIONS



ITEM 21

FUTURE BOARD MEETING

DECEMBER 1, 2020:
DISCUSSION AND POSSIBLE
ACTION



ITEM 22

DIRECTORS COMMENTS



ITEM 23

ADJOURNMENT

