

Item 7

WVF Park Donation Funds Disbursement Agreement



PARK DONATION FUNDS DISBURSEMENT AGREEMENT

THIS AGREEMENT is made as of this ____ day of March, 2022, by and between WRIGHTWOOD COMMUNITY SERVICES DISTRICT, a public agency (hereinafter “WCSD”), and WRIGHTWOOD VILLAGE FOUNDATION, a California non-profit corporation (hereinafter “FOUNDATION”).

RECITALS

A. WCSD is a Community Services District organized and operating pursuant to California Government Code Section 61000 et seq.

B. FOUNDATION is a California non-profit corporation organized and operating pursuant to Internal Revenue Code Section 501(c)(3).

C. WCSD seeks to repair, replace, renovate, and restore certain playground equipment located at the Hollis Stewart Park situated within WCSD’s jurisdictional boundaries (“PROJECT”).

D. WCSD intends to fund the costs of the PROJECT through a combination of its own monies, grant funds from the State of California, and private donations.

E. The FOUNDATION has assisted WCSD in its fund-raising efforts and in the collection of private donations for the PROJECT, and has received the sum of \$_____ (“FUNDS”) for the PROJECT on behalf of WCSD.

F. The FOUNDATION now wishes to disburse the FUNDS to WCSD, and WCSD wishes to accept the FUNDS from the FOUNDATION, on the terms and conditions set forth in this Agreement.

COVENANTS

NOW THEREFORE, in consideration of the preceding Recitals and the mutual Covenants contained herein, the parties hereto agree as follows:

Section 1. DISBURSEMENT OF FUNDS. Concurrently with the execution of this Agreement, the FOUNDATION hereby transfers to WCSD, and WCSD hereby accepts, the entirety of the FUNDS, in full and without deduction, in accordance with the terms and conditions contained in this Agreement.

Section 2. RESPECTIVE OBLIGATIONS.

a. The FOUNDATION shall be responsible for complying with all applicable legal and/or contractual requirements concerning its receipt, handling, management, accounting, and

disbursement of the FUNDS during the time that the FOUNDATION has been in possession of all or any portion of the FUNDS, and shall be responsible for furnishing all requested and/or necessary tax documentation to WCSD, to any and all parties who contributed monies to the FUND, and to any and all governmental agencies with oversight in connection therewith.

b. WCSD shall be responsible for complying with all applicable legal and/or contractual requirements concerning its receipt, handling, management, accounting, and disbursement of the FUNDS during the time that WCSD is in possession of the FUNDS.

Section 3. LIABILITY FOR DAMAGES.

a. WCSD shall not be held liable or responsible for any debts or claims that may arise from the acts or omissions of the FOUNDATION.

b. The FOUNDATION shall not be held liable or responsible for any debts or claims that may arise from the acts or omissions of WCSD.

Section 4. HOLD HARMLESS.

a. Excepting the sole negligence or willful misconduct of WCSD, the FOUNDATION shall indemnify and hold WCSD and its officers, directors, agents, and employees 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 FOUNDATION and/or its officers, directors, shareholders, partners, assignees, volunteers, agents, representatives, and employees in connection with their receipt, handling, management, accounting, and disbursement of the FUNDS during the time that the FOUNDATION has been in possession of all or any portion of the FUNDS, and/or the performance of the FOUNDATION's obligations under this Agreement, and defend WCSD and its officers, directors, agents and employees from any suits or actions at law or in equity for damages, and pay all court costs and counsel fees in connection therewith.

b. Excepting the sole negligence or willful misconduct of the FOUNDATION, WCSD shall indemnify and hold the FOUNDATION and its officers, directors, agents, and employees 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 WCSD and/or its officers, directors, assignees, agents, contractors, consultants, and employees in connection with the construction of the PROJECT, WCSD's receipt, handling, management, accounting, and disbursement of the FUNDS during the time that WCSD is in possession of the FUNDS, and/or the performance of WCSD's obligations under this Agreement, and defend the FOUNDATION and its officers, directors, agents and employees from any suits or actions at law or in equity for damages, and pay all court costs and counsel fees in connection therewith.

Section 5. MUTUAL COOPERATION. In the event that the PROJECT is discontinued prior to WCSD's expenditure of the FUNDS, WCSD and the FOUNDATION shall cooperate in good faith with respect to any return and/or refund of all or any portion of the FUNDS to donor(s).

Section 6. INUREMENT. This Agreement and all provisions hereof shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and assigns.

Section 7. ASSIGNMENT. This Agreement may not be assigned to any individual or entity without the written consent of the parties hereto.

Section 8. INTEGRATION AND AMENDMENT. This Agreement constitutes the entire understanding of the parties hereto with respect to the subject matter hereof and supersedes any and all prior agreements, whether oral or written, between the parties in connection therewith.

Section 9. CAPTIONS. The captions of sections and subsections of this Agreement are for reference only and are not to be construed in any way as a part of this Agreement.

Section 10. INTERPRETATION AND ENFORCEMENT. This Agreement shall not be construed against the party preparing it, but shall be construed as if both parties jointly prepared this Agreement and any uncertainty or ambiguity contained herein shall not be interpreted against any one party. This Agreement shall be enforced and governed by and under the laws of the State of California, and venue for any action brought to interpret and/or enforce any provision of this Agreement shall be in a state court located in the County of San Bernardino, State of California.

Section 11. SEVERABILITY. If any portion of this Agreement is declared by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the remaining provisions of this Agreement shall continue in full force and effect.

Section 12. TIME OF THE ESSENCE. Time is of the essence in this Agreement, and the parties hereto agree to proceed in good faith, with due diligence, to complete all covenants and conditions set forth herein and to perform such further acts as is reasonably necessary to effectuate the purpose of this Agreement.

Section 13. AUTHORITY. Each individual executing this Agreement on behalf of a party hereto represents and warrants that he or she is fully and duly authorized and empowered to so execute on behalf of such party, and that this Agreement is binding in the manner set forth in Section 6 hereof.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers as of the date first above written.

WCSD

FOUNDATION

By: _____
Leo Hordyk, President
Wrightwood Community Services District

By: _____
Bruce LaClaire, President
Wrightwood Village Foundation

Item 8

General Manager Ad Hoc Committee Update



The Ad Hoc Committee will give an update at the meeting.

Item 9

Recess to Closed Session



Item 10

Return to Open Session



Item 11

Directors Comments



Future Regular Board Meeting

April 5, 2022 – 5:30pm

