

# Item# 14

## Joint Use Agreement with SJUSD



**JOINT USE AGREEMENT BETWEEN  
SNOWLINE UNIFIED SCHOOL DISTRICT  
AND  
WRIGHTWOOD COMMUNITY SERVICES DISTRICT  
FOR THE USE OF FACILITIES**

**THIS JOINT USE AGREEMENT** (“Agreement”) is approved and entered into as of this 1st day of ~~December~~January, 2021~~3~~ (“Effective Date”), by and between the SNOWLINE UNIFIED SCHOOL DISTRICT, a California public school district duly organized and existing under Chapter 1 of Division 3 of Title 2 of the Education Code of the State of California (the “School District”) and the WRIGHTWOOD COMMUNITY SERVICES DISTRICT, a California community services district duly organized and existing under Division 3 of Title 6 of the Government Code of the State of California (“Wrightwood”). The School District and Wrightwood are referred to in this Agreement individually as “Party” and collectively as the “Parties.”

**RECITALS**

**WHEREAS**, California Education Code section 10900 *et seq.* (“Community Recreation Programs Law”) authorizes public authorities to organize, promote and conduct such programs of community recreation as will contribute to the attainment of general educational and recreational objectives for children and adults and further empowers public authorities to cooperate with each other to attain such objectives; and

**WHEREAS**, the Community Recreation Programs Law defines “recreation” to be “any activity, voluntarily engaged in, which contributes to the physical, mental, or moral development of the individual or group participating therein, and includes any activity in the fields of visual and performing arts, handicraft, science, literature, nature study, nature contacting, aquatic sports, and athletics, or any of them, and any informal play incorporating any such activity”; and

**WHEREAS**, School District is authorized under California law to operate and maintain a recreation center, as defined in Education Code section 10901(f), for community recreation; and

**WHEREAS**, School District is the owner of certain real property located at 1175 Highway 2, Wrightwood CA, commonly referred to as Wrightwood Elementary School, as more particularly described in Exhibit “A”, attached hereto and incorporated herein by this reference (the “Property”); and

**WHEREAS**, ~~Wrightwood desires to share in the joint use of on or about December 30, 2021, the Parties entered into that certain Joint Use Agreement for~~ a portion of the Property known as the Hollis M. Stewart Children’s Park which consists of 20,360 square feet of recreational land, playground equipment, parking, and an open area, as more particularly described in Exhibit “B” attached hereto and incorporated herein by this reference; ~~collectively, the portions of the Property~~

~~that are intended for joint use under this Agreement are referred to as (the "Park") or the "Facilities" and the existing improvements are referred to as the "Existing Improvements"; and~~

**WHEREAS**, the Parties entered into that certain County of San Bernardino License Agreement between the School District and County of San Bernardino with a commencement date of January 1, ~~1990~~2008, to share in the joint use of the portions of the Property not including the Park, a copy of which is attached hereto as Exhibit "C" and incorporated herein by this reference (the "Prior Agreement") which has a termination date of December 31, ~~2015~~2022; collectively, the portions of the Property not including the Park are referred to as the "Facilities" and the improvements thereon are referred to as the "Improvements"; and

~~**WHEREAS**, Wrightwood is endeavoring to obtain a grant ("Grant") for the proposed improvements described in the documents attached hereto as Exhibit "D" and incorporated herein by this reference ("Grant Improvements") of the Park through the State of California's Per Capita Program ("Grant Program"); and~~

~~**WHEREAS**, the Grant Program requires the Grant recipient to have an equivalent of a thirty (30) year term, with a renewal option, on the property for which the Grant will be utilized; and~~

**WHEREAS**, School District and Wrightwood desire to enter into this Agreement pursuant to the above provisions of the Education Code of the State of California for the continued joint use of the ~~Park including the Existing Improvements~~Facilities and the ~~Grant Improvements which, collectively, shall be referred to as the "Improvements" consistent with the terms for the joint use of the Park;~~ and

**WHEREAS**, in order to lease school district property, regardless of the type of use, surplus property procedures must be followed, including the formation of an advisory committee pursuant to Education Code section 17387 et seq. ("Surplus Property Procedures"); and

**WHEREAS**, Surplus Property Procedures include compliance with Education Code section 17485 et seq., which imposes certain requirements, including making the land available first to specific public agencies according to a given priority; and

**WHEREAS**, this Agreement supersedes and replaces all prior agreements between Wrightwood and School District concerning the use of the ~~Park~~Facilities.

**WHEREAS**, the parties desire by this Agreement to provide for the terms and conditions for the use of the ~~Park~~Facilities.

## AGREEMENT

NOW, THEREFORE, the Parties hereto for the consideration hereinafter expressed, covenant and agree as follows:

Section 1. Use of Facilities and Conditions of Use. School District hereby permits Wrightwood to use the Facilities for its community recreation programs ("Program"), including but not limited to the ~~construction of the Grant Improvements and the~~ use, operation, and maintenance of the Improvements, ~~and~~ in accordance with the terms of this Agreement and the below conditions. Any reference to Wrightwood's use of the Facilities shall include use by Wrightwood's employees, contractors, volunteers or invitees.

### Section 2. Term.

(a) Term. This Agreement shall be effective on ~~December~~January 31, 2024~~3~~, and shall terminate on December 31, 2051, unless sooner terminated as set forth herein ("Initial Term"). Wrightwood shall have an option to extend the Term for an additional five (5) year period ("Agreement Term"). The parties may extend this Agreement by mutual agreement.

### (b) Termination.

(i) Termination Due to Expiration of Term. This Agreement shall terminate automatically upon expiration of the Agreement Term absent written mutual agreement to extend the Agreement Term.

(ii) Termination for Cause. Subject to providing notice and opportunity to cure in accordance with the Agreement, a Party may terminate this Agreement for cause. Cause for termination may include, but is not limited to: (i) to prevent a violation of law, including but not limited to Surplus Property Procedures, and (ii) the failure by a Party, within the time required, to pay any undisputed or unexcused amount due to the other Party or perform or observe any covenant, condition or agreement to be performed or observed by such Party pursuant to this Agreement, and such failure materially and adversely affects the rights of the other Party.

(iii) Disposition of Improvements. Upon termination of this Agreement, regardless of the reason for termination, any and all Improvements that have been constructed and/or installed and that are affixed to the realty shall be and shall remain the sole property of the School District.

Section 3. Use Fee. Wrightwood shall pay to the School District one payment on January 1, 2023, in the total amount of thirty dollars (\$30.00).

### Section 4. Conditions to Use of Facilities / Maintenance and Repair.

#### (a) Playground Facilities.

(i) Use of ~~Outer~~Inner Playground Facilities. ~~Outer~~Inner Playground Facilities refer to the playground Facilities ~~and Improvements~~ located ~~outside~~inside of the fence line as identified in Exhibit A. ~~Outer~~Inner Playground hours are from ~~sunrise to sunset~~6:30 a.m. to 9:00 p.m., every day. ~~School District shall have exclusive use of the Inner Playground Facilities from~~

7:00 a.m. to 4:00 p.m. every day when Wrightwood Elementary School is in session during the regular school year; Wrightwood shall have priority use and scheduling of the Inner Playground Facilities at all other times.

(ii) Maintenance—Repair and Clean-UpReplacement of Inner Playground Facilities. Wrightwood shall be responsible for and shall pay for any and all repairs or replacements of any character whatsoever which are occasioned or are made necessary by reason of the use of the Inner Playground Facilities by Wrightwood, its employees, volunteers or invitees, excluding only those caused by the sole active negligence or willful misconduct of the School District. Wrightwood shall notify School District immediately of any such damage caused to the Inner Playground Facilities. In the event that Wrightwood fails to perform any such repair or replacement of the Inner Playground Facilities, School District may, at School District's sole discretion, undertake any such repair or replacement of the Inner Playground Facilities and Wrightwood shall reimburse School District for the costs of such repairs or maintenance within thirty (30) days of invoice by School District. ~~Wrightwood shall be solely responsible for cleanup and maintenance of the Outer Playground facilities. On a daily basis, Wrightwood shall ensure that the Outer Playground Facilities have been cleared of trash and debris prior to the commencement of school hours.~~

(b) Ball Fields.

(i) Use. Ball Fields refer to the ball field Facilities and Improvements located on the Property. Ball Fields hours are from 6:30 a.m. to 9:00 p.m. every day. Wrightwood shall have priority use and scheduling of the Ball Fields; School District shall have exclusive use of the Ball Fields at all other times.

(ii) Closures. At all times that any Ball Fields included in this Agreement have a natural vegetative surface (i.e. not an artificial turf surface), if a Party intends to close the Ball Fields because of inclement weather or because, for other reasons, the Ball Fields likely will be damaged by additional use, that Party must consult with the other Party regarding the need to close the Ball Fields, and the Parties' respective designated representatives shall attempt to agree regarding whether the Ball Fields should be closed. In the event the Parties are unable to reach any such agreement, the School District shall determine whether the Ball Fields shall be closed and, if so, such closure shall last only until such time as the Ball Fields reasonably can support additional use without sustaining damage beyond ordinary wear and tear.

(iii) Repair and Replacement. Wrightwood shall be responsible for and shall pay for any and all repairs or replacements of any character whatsoever which are occasioned or are made necessary by reason of the use of the Ball Fields by Wrightwood, its employees, volunteers or invitees, excluding only those caused by the sole active negligence or willful misconduct of the School District, but including the equipment, lights, backstop, and all other items necessary for the normal and customary operation of the Ball Fields. Wrightwood shall notify School District immediately of any such damage caused to the Ball Fields. In the event that Wrightwood fails to perform any such repair or replacement of the Ball Fields, School District may, at School District's sole discretion, undertake any such repair or replacement and Wrightwood shall reimburse School District for the costs of such repairs or maintenance within thirty (30) days of invoice by School District.

(c) Punch Ball Court.

(i) Use. Punch Ball Court refers to the punch ball court Facilities and Improvements located on the Property. Punch Ball Court hours are from 6:30 a.m. to 9:00 p.m. every day. School District shall have exclusive use of the Punch Ball Court from 7:00 a.m. to 4:00 p.m. every day when Wrightwood Elementary School is in session during the regular school year; Wrightwood shall have priority scheduling and use of the Punch Ball Court at all other times.

(ii) Repair and Replacement. Wrightwood shall be responsible for and shall pay for any and all repairs or replacements of any character whatsoever which are occasioned or are made necessary by reason of the use of the Punch Ball Court by Wrightwood, its employees, volunteers or invitees, excluding only those caused by the sole active negligence or willful misconduct of the School District. Wrightwood shall notify School District immediately of any such damage caused to the Punch Ball Court. In the event that Wrightwood fails to perform any such repair or replacement of the Punch Ball Court, School District may, at School District's sole discretion, undertake any such repair or replacement and Wrightwood shall reimburse School District for the costs of such repairs or maintenance within thirty (30) days of invoice by School District.

(d) Open Area Facilities.

(i) Use. Hours for the Open Area Facilities and Improvement located on the Property are from 6:30 a.m. to 9:00 p.m. every day. School District shall have exclusive use of the Open Area Facilities from 7:00 a.m. to 4:00 p.m. every day when Wrightwood Elementary School is in session during the regular school year; Wrightwood shall have priority use and scheduling of the Open Area Facilities at all other times.

(ii) Repair and Replacement. Wrightwood shall be responsible for and shall pay for any and all repairs or replacements of any character whatsoever which are occasioned or are made necessary by reason of the use of the Open Area Facilities by Wrightwood, its employees, volunteers or invitees, excluding only those caused by the sole active negligence or willful misconduct of the School District. Wrightwood shall notify School District immediately of any such damage caused to the Open Area Facilities. In the event that Wrightwood fails to perform any such repair or replacement of the Open Area Facilities, School District may, at School District's sole discretion, undertake any such repair or replacement and Wrightwood shall reimburse School District for the costs of such repairs or maintenance within thirty (30) days of invoice by School District.

~~(b)~~(e) Maintenance-~~Repair~~ and Clean Up of Facilities.

(i) ~~Wrightwood~~Except as set forth above, School District shall perform all necessary and appropriate maintenance, cleaning, and repair for all of the Facilities and Improvements. For purposes of this Agreement, maintenance and repair includes routine, regular or periodic, and normal work that is necessary to permit regular and normal use, prevent or arrest any degradation in the condition of the Facilities and/or Improvements, or necessary to otherwise maintain or restore minor degradation of to any portion of the Facilities and/or Improvements ("Routine Maintenance"), including, without limitation as applicable: (i) cleaning and stocking/restocking of restrooms; (ii) trimming of vegetation and mowing of fields; (iii) fertilizing,

replanting, and replacing turf, shrubs, et cetera; (iv) replacement and adjustment of irrigation system components; (v) painting over graffiti and other touch-up painting; and (vi) minor repairs to plumbing, electrical, lighting, and other systems necessary because of normal wear and tear. For purposes of this Agreement, maintenance and repair of the Facilities other than Routine Maintenance ("Non-Routine Maintenance"), includes, without limitation: (i) turf replacement; (ii) repaving, resurfacing or slurry-coating of asphalt/blacktop play areas; (iii) repaving, resurfacing or slurry-coating of, and re-striping of, parking areas; (iv) major repair or replacement of fencing and/or gates; (v) repair or replacement of broken or damaged windows, walkway lighting, play-structures, equipment and other improvements located on or at any of the Facilities; (vi) repair of the exercise loop and trail; and (vii) other capital replacements and repairs of or to the Facilities.

(ii) ~~Wrightwood shall purchase, store and control a~~Any and all supplies to be used by the Parties in connection with their obligations herein ("Supplies") shall be purchased, stored, and controlled in such a manner so as to ensure that ~~it is~~such Supplies are clean and safe for use by Wrightwood and School District (~~"Supplies"~~). The costs for any required Supplies shall be allocated equally amongst the Parties and Wrightwood shall invoice School District for its allocated share of these costs. The invoice shall clearly identify the entire costs of the Supplies and separately identify the School District's allocated share of these costs.

(iii) Wrightwood shall be responsible for the full and complete cleanup of the Facilities and any other portion of the Property used by Wrightwood, its employees, volunteers or invitees at the close of each and every use, leaving it in a comparable state as existed prior to Wrightwood's activities. As used herein, the term "cleanup" shall include, but is not limited to, putting away equipment and supplies, picking up trash, cleaning or sweeping up spills, emptying of all trash receptacles into the School District's trash dumpster, ensuring that all litter and debris generated by Wrightwood is removed from the Facilities and appropriately discarded, clearing foreign object from the Facilities, and similar related activities. ~~Wrightwood shall ensure that the Facilities shall be clear of foreign objects from the Facilities.~~

~~(e)(f) Maintenance and Repair of Facilities~~Additional Maintenance and Repair Requirements.

(i) ~~Wrightwood~~The Parties shall work cooperatively and in good faith to maintain the Facilities and Improvements at all times in a good state of condition and repair.

(ii) In the event Wrightwood is required to retain a contractor or subcontractor to perform any work on the Facilities, such contractor shall be licensed by the Contractors State License Board. Wrightwood shall require that any contractor or subcontractor retained by Wrightwood comply with all applicable state and federal laws, including, but not limited, fingerprinting (Education Code Section 45125.1) and prevailing wages as defined in Labor Code section 1720, et seq.

(iii) Any repair or maintenance work performed by Wrightwood its contractors, subcontractors, consultants or agents, that qualifies as a "public work" under California law (Labor Code Section, 1720, et seq.) shall comply with all public works laws, including, but not limited to, bonding and the payment of prevailing wages.

(iv) Without limiting any other terms or provisions of this Agreement, Wrightwood shall keep the Property free from any mechanics' liens arising out of any work performed, materials furnished or obligations incurred by or on behalf of Wrightwood, it being acknowledged and agreed that nothing herein is intended to state or imply that the Property is subject to mechanic's liens, as the Property is and will continue to constitute real property owned by a public entity during the entire term of this Agreement. Wrightwood shall do all things reasonably necessary to prevent the filing of any such mechanic's or other liens against the Property or improvements thereon or therein arising out of Wrightwood's repair or replacement of the Facilities. If any such lien shall at any time be filed against the Property and/or improvements thereon or therein, Wrightwood shall cause the same to be discharged of record or bonded over to the satisfaction of the School District within thirty (30) days from Wrightwood's receipt of a copy of such lien. Wrightwood shall give the School District at least sixty (60) days' written notice prior to the commencement of any work on the Property (or such additional time as may be necessary under applicable laws) to afford the School District the opportunity of posting and recording appropriate notice of non-responsibility.

(v) Wrightwood shall issue to School District one monthly invoice for any reimbursable costs borne by Wrightwood pursuant to this Agreement. School District shall pay all undisputed invoices issued by Wrightwood with (30) days of receipt.

~~(vi) — Wrightwood shall provide custodial and routine maintenance services during the Term of the Agreement, unless otherwise specified herein. The providing of custodial and routine maintenance does not apply to Permit Based Usage and shall be based on School District's then existing Use of Facilities Fee Schedule.~~

~~(vii) — If Wrightwood schedules use of the Facilities on a School District holiday or on a weekend (Saturday or Sunday), Wrightwood shall be assessed custodial fees in accordance with School District's then existing Use of Facilities Fee Schedule.~~

~~(viii)(vi)~~ In the event that Wrightwood does not fully and completely cleanup the Facilities and any other portion of the Property used by Wrightwood at the close of each and every use, as determined in the School District's sole discretion, School District may charge Wrightwood a Cleaning Fee based on the then current Board Policy. In the event that the School District imposes a Cleaning Fee, Wrightwood must pay such fees before it will be permitted to use the Facilities again.

~~(d)(g)~~ Use Conflicts. In the event that School District requires use of the Facilities during anytime Wrightwood is scheduled to use the Facilities, School District events shall have priority and preempt Wrightwood usage of the Facilities. In such a case, School District shall endeavor to provide as much notice as reasonably possible to Wrightwood of the scheduling conflict. In the event that School District usage of the Facilities preempts Wrightwood's usage of the facilities, any fees and deposits submitted to School District for such usage shall be refunded to Wrightwood.

~~(e)(h)~~ Hazardous Materials. Under no circumstances during the term of this Agreement shall Wrightwood use or cause to be used in the Facilities any hazardous or toxic substances or materials, and under no circumstance during the term of this Agreement shall Wrightwood store or dispose of any such substances or materials in the Facilities. Notwithstanding the foregoing, Wrightwood may use, at its own risk, in compliance with any applicable laws and School District



~~policiesthe terms of this Agreement~~, any ordinary and customary materials reasonably required to be used in the normal course of Wrightwood's Program.

~~(f)~~(i) Conduct of Wrightwood, Employees, Volunteers and Invitees. Wrightwood shall insure that all employees, contractors, volunteers, invitees, and all others in attendance have appropriate background and medical clearance and will adhere to proper standards of public conduct and comply with all School District policies. There is to be no consumption of intoxicating liquors or other controlled substances, smoking, gambling, quarreling, fighting, use of profane language, or indecent exposure on or near the Facilities. In the event the School District determines, in its sole and absolute discretion, that an employee, contractor, volunteer or invitee of Wrightwood is failing to adhere to proper standards of public conduct, is in violation of any School District policy and/or is in any way disrupting the activities of the School District's employees, students and/or invitees, the School District reserves the right to remove said individual, and/or require Wrightwood to remove said individual from the School District's Property and prohibit future access to the Property.

~~(g)~~(j) Insurance.

(i) Public Liability and Property Damage. Wrightwood agrees to maintain in full force and effect throughout the duration of the Agreement a suitable policy or policies of public liability and property damage insurance, insuring against all bodily injury, property damage, personal injury, and other loss or liability caused by or connected with ~~each party Wrightwood's~~ use of the Facilities under this Agreement. Such insurance shall be in amounts not less than \$1,000,000 per occurrence; \$3,000,000 for general aggregate and \$1,000,000 for property damage. (JPA or self insurance.)

(ii) Fire Legal Liability. Wrightwood agrees to maintain in full force and effect throughout the duration of the Agreement coverage adequate to cover cash value of the Improvements.

(iii) Sexual Molestation and Abuse Coverage. Wrightwood's insurance policy or policies shall include or be endorsed to include sexual molestation and abuse coverage, unless that coverage is afforded elsewhere in the public liability and property damage policy by endorsement, with the following limits: \$1,000,000 per occurrence and an aggregate of \$2,000,000.00.

(iv) Automobile Liability. Wrightwood also agrees to maintain in full force and effect with regard to any Wrightwood owned vehicles which Wrightwood brings onto the Facilities a suitable policy or policies of automobile liability insurance with a combined single limit of \$1,000,000 per accident throughout the duration of the Agreement.

(v) Workers' Compensation. Wrightwood shall also maintain, in full force and effect throughout the term of this Agreement, Workers' Compensation insurance in accordance with the laws of California, and employers' liability insurance with a limit of not less than \$1,000,000 per employee and \$1,000,000 per occurrence.

(vi) Notice: Additional Named Insureds. All insurance required under this Agreement shall be issued as a primary policy and contain an endorsement requiring thirty (30)

days written notice from the insurance company to both parties hereto before cancellation or change in coverage, scope or amount of any policy. School District, its directors, officers, agents, employees and consultants, shall be designated as additional named insureds.

(vii) Insurance Endorsements. Concurrent with the execution of the Agreement and prior to any use by Wrightwood of the Facilities, Wrightwood will provide School District with an endorsement(s) verifying such insurance and the terms described herein.

~~(h)(k) Indemnification. Wrightwood shall be responsible for, and School District, its board members, officers, agents, employees, students and invitees ("School District Parties") shall not be answerable or accountable in any manner for, any loss or expense by reason of any damage or injury to person or property, or both, arising out of the acts, omissions, and/or negligence of Wrightwood, its agents, officers, employees, contractors, volunteers, guests or invitees ("Wrightwood Parties"), or resulting from Wrightwood Parties' activities at the Property, including the Facilities or from any cause whatsoever arising out of or in connection with this Agreement or any other use or operations at the Property including the Facilities. Wrightwood shall indemnify and defend School District Parties against and will hold and save them and each of them harmless from any and all actions, claims, liens, damages to persons or property, penalties, obligations or liabilities, including attorneys' fees, that may be asserted or claimed by any person, firm, association, entity, corporation, political subdivision, or other organization arising out of or in connection with Wrightwood Parties' activities at the Property, including the Facilities, this Agreement, and any other use of and operations at the Property including the Facilities pursuant to this Agreement, whether or not there is concurrent passive negligence on the part of School District Parties, but excluding such actions, claims, damages to persons or property, penalties, obligations or liabilities arising from the sole active negligence or willful misconduct of School District Parties. Wrightwood further agrees to indemnify, defend and hold harmless School District Parties and each of them from any claim or cause of action arising out of or related to any personal property of Wrightwood Parties stored at the Property including the Facilities.~~ In connection therewith:

(i) Actions Filed. Wrightwood shall defend any action or actions filed in connection with any of said claims, liens, damages, penalties, obligations or liabilities, and will pay all costs and expenses, including attorneys' fees incurred in connection therewith.

(ii) Judgments Rendered. Wrightwood shall promptly pay any judgment rendered against Wrightwood Parties or School District Parties covering such claims, liens, damages, penalties, obligations and liabilities arising out of or in connection with such use of and operations at the Property, including the Facilities, referred to herein and agrees to save and hold School District Parties harmless therefrom.

(iii) Costs and Expenses; Attorneys' Fees. In the event any School District Parties are made a party to any action or proceeding filed or prosecuted against Wrightwood Parties for such damages or other claims arising out of ~~thesuch~~ use of and operations at the Property, including the Facilities, referred to herein, Wrightwood agrees to pay School District Parties any and all costs and expenses incurred by them in such action or proceeding together with reasonable attorneys' and expert witness fees.

The provisions of this Section shall survive the termination or expiration of this Agreement.

~~(l)~~ Program Materials, Furnishings and Equipment. Wrightwood shall provide all materials, furnishings and equipment to be used for its Program. Wrightwood is responsible for all costs associated with its Program.

~~(m)~~ Program Supervision and Security. Wrightwood shall provide all necessary supervision of its employees, volunteers and invitees while using the Facilities. Wrightwood is solely responsible for the safety and security of its employees, contractors, volunteers and invitees at all times.

~~(n)~~ Locks – Keying and Access Authorization. The lock style, types of gates, and key/code authorization to be utilized at the Facilities will be coordinated in such a manner as to allow dual access while maintaining the safety and security of people and property. School District shall retain sole discretion and authority to determine lock style, types of gates, and key/code authorization at the Facilities.

~~(o)~~ Parking. Parking in the parking lot shall not be reserved and shall be limited to standard-sized automobiles, except in specifically designated areas. No vehicles shall be parked in driveways, loading areas, or other areas not specifically designated for parking.

~~(p)~~ Utilities. School District shall be responsible for payment of all utilities associated with operation and use of the Facilities during the term of this Agreement.

~~(q)~~ Taxes. Wrightwood shall be responsible for all taxes associated with its use of the Facilities, if any. In the event possessory interest taxes are assessed, Wrightwood shall be solely responsible for the payment of all Wrightwood's possessory interest taxes, if any, during the term of the Agreement. Pursuant to Section 107.6 of the California Revenue and Taxation Code, School District hereby notifies Wrightwood that: (i) the Facilities are subject to possessory interest taxes, and that such taxes shall be paid by Wrightwood; and (ii) Wrightwood may be subject to the payment of property taxes levied on the possessory interest obtained by Wrightwood. The parties acknowledge that during the term of this Agreement, Wrightwood shall be solely responsible for any and all possessory interest taxes and related charges and expenses (collectively, "Possessory Interest Taxes") imposed with respect to Wrightwood's use of the Facilities, and shall indemnify, defend and hold harmless School District against all ~~such p~~Possessory ~~i~~nterest ~~t~~axes. This statement is intended to comply with Section 107.6 of the Revenue and Taxation Code.

~~(r)~~ Periodic Inspections/Access. School District shall be allowed to perform periodic inspections of the Facilities without notice in order to determine the physical condition of the Facilities. School District shall make every effort to conduct these activities in a manner that does not unduly interrupt Wrightwood's use of the Facilities.

~~(s)~~ Vacating the Facilities. Wrightwood acknowledges and agrees that upon the expiration or earlier termination of the Agreement, Wrightwood will not have access to the Facilities and the School District may elect to change locks or take other steps to prevent Wrightwood from having access to the Facilities. The School District may remove from the Facilities any remaining personal belongings of Wrightwood and/or will endeavor to cooperate with Wrightwood to schedule a mutually convenient time to allow Wrightwood to remove its personal belongings, if any remain, from the Facilities; however, such access is to be made under the School District's supervision.

WRIGHTWOOD'S INITIALS: \_\_\_\_\_

~~Section 5. — Project Funding / Construction of Grant Improvements. Project Funding is to be based upon approval of the Grant. A copy Grant application for the Project is set forth in Exhibit "\_\_\_\_" hereto. A copy of the Preliminary Plans is set forth in Exhibit "\_\_\_\_" hereto. School District shall have the right to approve the Preliminary Plans. Wrightwood agrees to design and construct the Grant Improvements in accordance with the Preliminary Plans attached hereto as Exhibit "\_\_\_\_". All construction services are to be performed by a properly licensed architect, engineer, contractor, or inspector (including construction management services which shall be provided by a licensed contractor, architect or engineer), shall comply with all public works labor requirements, including the payment of prevailing wages. All contractors and subcontractors, and their employees and agents who enter onto the Property for any reason or at any time subscribed herein, shall submit or have submitted their fingerprints, without exception, as proscribed by Education Code Section 45125.1.~~

~~Section 6.—Section 5. School Real Property.~~

(a) Ownership. The Property is and shall remain the property of the School District. Nothing in this Agreement shall be deemed or construed to constitute, create, cause, or otherwise result in any conveyance to Wrightwood of any fee interest in or to the Property, including, without limitation the real property underlying or constituting any portion of the Facilities.

(b) Encumbrances. In no event whatsoever may Wrightwood: (i) encumber, or suffer or permit the encumbrance of, any portion of the Property or any improvement thereto or thereon; or (ii) record, or authorize or permit the recording of, any mortgage, deed of trust, lien or other encumbrance of any nature (including, without limitation, any mechanics or judgment liens) relating to any portion of the Property or any improvement thereto or thereon. However, the School District in its sole discretion and for purposes of financing or otherwise, may encumber the Property with any lease, mortgage, lien or other encumbrance, subject to execution of an appropriate non-disturbance agreement relating to this Agreement.

(c) Condition. Prior to the Effective Date, Wrightwood had sufficient opportunities to inspect and, to the extent it determined necessary, inspected the Property, and Wrightwood shall be deemed and construed to have: (i) accepted the Property in its "as is" and "with all faults" condition; and (ii) waived and released any and all claims relating to the condition of the Property, regardless of the nature of the claims and regardless of whether Wrightwood was or could have been aware of such claims; and (iii) in connection with the foregoing, waived any and all rights it may have pursuant to Civil Code Section 1542. Section 1542 provides that:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

WRIGHTWOOD'S INITIALS: \_\_\_\_\_

~~Section 7.~~ Section 6. Compliance With Law.

(a) Wrightwood shall comply with all laws, ordinances, zoning, rules, and regulations applicable to the Facilities, enacted or promulgated by any public or governmental authority or agency, including without limitation School District, having jurisdiction over the Facilities. Wrightwood shall be responsible for obtaining and maintaining throughout the Agreement Term of the Agreement all permits, licenses, approvals, including a conditional use permit if necessary, from any local, state or federal agency necessary for the Program and/or Wrightwood's use of the Facilities. Wrightwood shall comply with requirements of state law regarding fingerprinting and background checks, as applicable.

(b) School District has made no representation or warranty as to the suitability of the Property and/or the Facilities for Wrightwood's Program, and Wrightwood waives any implied warranty that the Property and/or the Facilities are suitable for Wrightwood's intended purposes. Prior to the commencement date of the Program, Wrightwood shall have taken the appropriate steps and made the appropriate inquiries to confirm that Wrightwood is or will be as of the commencement date of the Program in compliance with all laws, ordinances, zoning, rules, and regulations applicable to the Program and Wrightwood's operation of the Program, enacted or promulgated by any public or governmental authority or agency and will maintain compliance throughout the duration of the Agreement Term.

(c) It is understood and agreed that Wrightwood activities and programs at the Facilities shall be supervised and conducted by Wrightwood. Wrightwood shall be responsible for said Facilities during its period of use and will bear the costs of all necessary supervising and teaching personnel during said period. Wrightwood shall establish protocols to ensure that any Wrightwood personnel staffed at the Facilities are properly trained and certified in their respective fields, are trained in cardiopulmonary resuscitation, and that ~~all classes are the Program is~~ staffed and supervised by an appropriate number of personnel.

WRIGHTWOOD'S' INITIALS: \_\_\_\_\_

~~Section 8.~~ Section 7. Legal Interpretation of Instrument. The parties expressly understand and agree that this Agreement constitutes a non-exclusive license for use of the Facilities. This Agreement is not intended by the parties, nor shall it be legally construed, to convey a leasehold, easement, or other interest in real property. Wrightwood acknowledges that a license is a valid form of agreement and shall not contest the validity of the form of this Agreement in any action or proceeding brought by Wrightwood against the School District, or by the School District against Wrightwood. Should either party be compelled to institute arbitration, legal, or other proceedings against the other for or on account of the other party's failure or refusal to perform or fulfill any of the covenants or conditions of this Agreement on its part to be performed or fulfilled, the parties agree that the rules and principles applicable to licenses shall govern such actions or proceedings.

~~Section 9. Management. Wrightwood shall be responsible for providing and scheduling any community recreation programs or non-profit use of the Improvements. Wrightwood's General Manager shall schedule all such activities and use.~~

~~Section 10. Maintenance of Improvements. Wrightwood shall maintain the parking areas, including paving and striping.~~

~~Section 11. Right of Access. The School District hereby grants to Wrightwood a right of access on, over or across the Property as necessary for construction, maintenance, and use of the Improvements.~~

~~Section 12. Early Modification/Termination. The School District may terminate this Agreement upon thirty (30) days written notice to Wrightwood if the Grant is not awarded.~~

~~Section 13. Section 8. Attorneys' Fees. If any legal action is necessary to enforce any of the terms or conditions of this Agreement, each party shall bear their own attorneys' fees.~~

~~Section 14. Section 9. Entire Agreement; Amendment; Interpretation. This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof, superseding all negotiations, prior discussions and preliminary agreements made prior to the date hereof. This Agreement may not be changed except in writing executed by both parties. This Agreement shall be governed by the laws of the State of California with venue in San Bernardino County.~~

~~Section 15. Section 10. Notices. Any notice, request, information or other document to be given hereunder to any of the parties by any other parties shall be in writing and shall be deemed given and served upon delivery, if delivered personally, or three (3) days after mailing by United States mail as follows:~~

If to Wrightwood:                                Wrightwood Community Services District  
  
Attn: General Manager  
Post Office Box 218  
1275 Hwy 2  
Wrightwood, CA 92397

If to School District:                             Snowline Unified School District  
  
Attn: Dr. Ryan Holman  
PO Box 296000  
4075 Nielson Rd  
Phelan, Ca 92329-6000  
760.868.5817  
ryan\_holman@snowlineschools.com

Any party may change the address or persons to which notices are to be sent to it by giving the written notice that such change of address or persons to the other parties in the manner provided for giving notice.

~~Section 16.~~ Section 11. Official Representatives. The official representative for School District shall be the Director, Maintenance & Operations or his/her designee. The official representative for Wrightwood shall be the General Manager or his/her designee.

~~Section 17.~~ Section 12. Emergency Contact Numbers. The Parties will provide each other after-hours emergency contact phone numbers of appropriate supervisory staff which shall be periodically updated. Such lists will also include emergency contact numbers for other facilities which may be utilized in the event of a community emergency.

~~Section 18.~~ Section 13. Employees/Independent Contractors.

(a) For purposes of this Agreement, all persons employed by Wrightwood in the performance of services and functions with respect to this Agreement shall be deemed employees of Wrightwood and no Wrightwood employee shall be considered an employee of the School District under the jurisdiction of School District, nor shall such Wrightwood employees have any School District pension, civil service, or other status while an employee of the Wrightwood.

(b) Wrightwood shall have no authority to contract on behalf of School District. It is expressly understood and agreed by both parties hereto that Wrightwood, while engaged in carrying out and complying with any terms of this Agreement, is not acting as an agent, officer, or employee of School District.

~~Section 19.~~ Section 14. Assignment/Subletting. Wrightwood, as a licensee, acknowledges that the rights conferred herein are personal to Wrightwood and do not operate to confer on or vest in Wrightwood any title, interest, or estate in the Facilities or any part thereof, and therefore, Wrightwood shall not assign, sublet, hypothecate or mortgage the Facilities or any portion thereof, by, though or pursuant to this Agreement.

~~Section 20.~~ Section 15. Non-discrimination. In utilizing the Agreement, Wrightwood shall comply with all applicable non-discrimination laws and shall not discriminate against any person on account of race, color, religion, age, sex, marital status, mental or physical disability, gender, gender identity, gender expression, sexual orientation, genetic information, ethnicity, ethnic group identification, national origin or nationality, ancestry, or a perception that a person has any of these characteristics or that the person is associated with a person who has, or is perceived to have, any of these characteristics.

~~Section 21.~~ Section 16. As-Is Condition. The Facilities are licensed in as-is condition and School District makes no representation or warranty of any kind regarding the character of the Facilities.

~~Section 22.~~ Section 17. Exhibits. The following appendix which is attached hereto is incorporated herein and made a part of this Agreement:

- Exhibit A: Location and Description of Property
- Exhibit B: Location and Description of Park
- Exhibit C: Prior Agreement

~~Exhibit D: Grant Improvements~~

~~Section 23.~~ Section 18. Recitals. The Recitals are incorporated into this Agreement as though fully set forth herein.

~~Section 24.~~ Section 19. Joint Venture. It is not intended by this Agreement to, and nothing contained in this Agreement shall, create any partnership, joint venture or other agreement between the School District and Wrightwood. No term or provision of this Agreement is intended to be, or shall be, for the benefit of any person, firm, organization or corporation not a party hereto, and no such other person, firm, organization or corporation shall have any right or cause of action hereunder.

~~Section 25.~~ Section 20. Ambiguities not to be Construed against Drafting Party. The doctrine that any ambiguity contained in a contract shall be construed against the party whose counsel has drafted the contract is expressly waived by each of the parties hereto with respect to this Agreement.

~~Section 26.~~ Section 21. Days/Holidays. All references to days herein shall refer to calendar days unless otherwise noted. When performance of an obligation or satisfaction of a condition set forth in this Agreement is required on or by a date that is a Saturday, Sunday, or legal holiday, such performance or satisfaction shall instead be required on or by the next business day following that Saturday, Sunday, or holiday, notwithstanding any other provisions of this Agreement.

~~Section 27.~~ Section 22. Nonliability of Officials. No officer, member, employee, agent, or representative of the parties shall be personally liable for any amounts due hereunder, and no judgment or execution thereon entered in any action hereon, shall be personally enforced against any such officer, official, member, employee, agent, or representative.

~~Section 28.~~ Section 23. Third Party Beneficiaries. Nothing in this Agreement shall be construed to confer any rights upon any party not signatory to this Agreement.

~~Section 29.~~ Section 24. Signs. Wrightwood shall not have the right to place, construct or maintain any sign, advertisement, awning, banner, or other external decorations on the improvements that are a part of the Facilities without School District's prior written consent, which consent is at the School District's sole discretion. ~~Notwithstanding the foregoing, the School District consents to signage required by the State pursuant to the Grant.~~

~~Section 30.~~ Section 25. Time of the Essence. Time is of the essence with respect to each of the terms, covenants, and conditions of this Agreement.

~~Section 31.~~ Section 26. Severability. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

~~Section 32.~~ Section 27. No School District Affiliation/Endorsement. Wrightwood shall not imply, indicate or otherwise suggest that Wrightwood's use and/or any related activities are connected or affiliated with, or are endorsed, favored or supported by, or are opposed by the School



District. No signage, flyers or other material may reference the School District, any school name, logo or mascot without the School District's prior written consent, except that Wrightwood may indicate the location of Wrightwood's Program.

~~Section 33.~~ Section 28. Board Approval. This Agreement is not valid or an enforceable obligation against the School District until approved or ratified by motion of the School District's Board of Trustees duly passed and adopted.

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the Effective Date.

SCHOOL DISTRICT: SNOWLINE UNIFIED SCHOOL DISTRICT

By: \_\_\_\_\_

Name and Title: \_\_\_\_\_

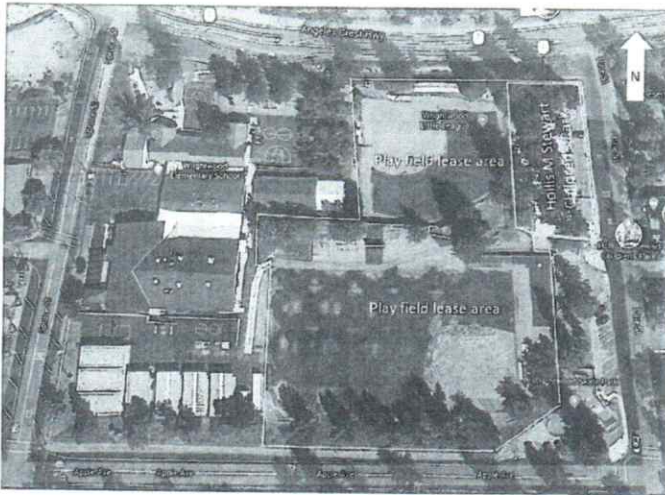
WRIGHTWOOD: WRIGHTWOOD COMMUNITY SERVICES DISTRICT

By: \_\_\_\_\_

Name and Title: \_\_\_\_\_

**Exhibit "A"**  
**Location and Description of Property**

Exhibit "A"

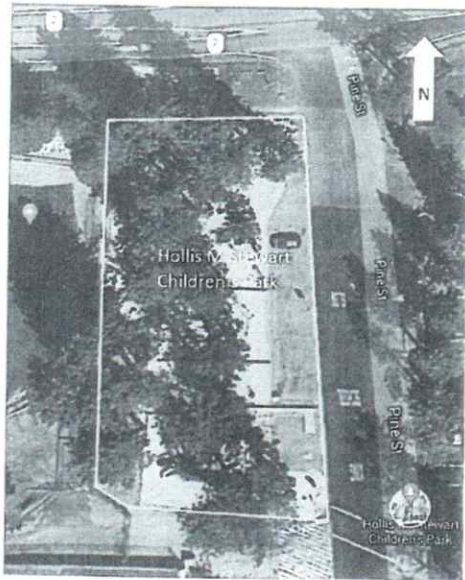


Play Field lease area encompasses 86,765 sq ft of Wrightwood Elementary School land  
**North side** is bordered by Caltrans easement of California State Highway 2  
**East side** is bordered by Pine Street to Evergreen St intersection. Note: from the Evergreen St Intersection southward to Apple Ave. is bordered by the Wrightwood Community Services District Skateboard Park  
**South side** is bordered by Apple Ave. and a portion of the Skateboard Park  
**West side** is bordered by the elementary school class room facilities  
The entire parameter of the leased land is fenced by chain link except the designated Hollis M Stewart Children's park area where the parameter fencing separates the park from the school grounds. School grounds have locked gates. School grounds are locked and inaccessible during school hours. School grounds are accessible after school hours when in use by the WCSD or the Wrightwood Little League who share the baseball diamonds during little league season typically March- May  
Hollis M Stewart Park is separate from the fenced part of the lease land and remains available daily during park hours of Dawn-Dusk

Exhibit "B"

Location and Description of **FacilitiesPark**

Exhibit "B"



Hollis M Stewart Children's Park consist of approximately 20,360 sq ft of the 86,765 sq ft of Wrightwood Elementary School land. The park is not fenced and is open daily from Dawn-Dusk. The remainder of the school land is fenced with locked gates as the school play area.  
**North side** of the park is bordered by Caltrans road easement of California State Highway 2.  
**East side** is bordered by Pine St. that is part of the San Bernardino County Road Department.  
**South side** is bordered by the Wrightwood Community Services District Skateboard Park.  
**West side** border is the fence line that separated the schools play field from the children's park.

Exhibit "C"

Prior Agreement

Commented [SK1]: To be inserted

**WRIGHTWOOD  
COUNTY SERVICE AREA 56**

**F A S**

**CONTRACT TRANSMITTAL**

FOR OFFICIAL USE ONLY

<input checked="" type="checkbox"/> New	Vendor Code	SC	Dept.	A	Contract Number
<input type="checkbox"/> Change					
<input type="checkbox"/> Cancel					
Special Districts Department - CSA-56				Dept.	Orgn.
Contract Representative Thomas L. Sutton, Director				Telephone 387-5967	Contractor's License No.
					Total Contract Amount
Contract Type <input type="checkbox"/> Revenue <input type="checkbox"/> Encumbered <input type="checkbox"/> Unencumbered <input type="checkbox"/> Other:					
If not encumbered or revenue contract type, provide reason:					
Commodity Code		Contract Start Date		Contract End Date	
				Original Amount	
				Amendment Amount	
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.
					Amount
					52002343
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.
					Amount
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.
					Amount
Project Name <b>Wrightwood - CSA-56</b> 1175 Highway 2				Estimated Payment Total by Fiscal Year	
				FY	Amount
				I/D	
				FY	Amount
				I/D	

CONTRACTOR SNOWLINE UNIFIED SCHOOL DISTRICT

Federal ID No. or Social Security No. \_\_\_\_\_

Contractor's Representative Dr. Eric Johnson, Deputy Superintendent

Address P.O. Box 296000, 4075 Nielson Rd., Phelan, CA 92371

Phone (760) 868-5817 Ext. 7

Nature of Contract: *(Briefly describe the general terms of the contract)*

This license is for a period of ten (10) years with two five-year options to extend the term. The leased space is approximately 86,765 square feet of park land area to include two baseball backstops and diamonds, playground equipment, punch ball court and open area located at the Wrightwood Elementary School, 1175 Highway 2 in Wrightwood. The annual rent is \$1.00.

*(Attach this transmittal to all contracts not prepared on the "Standard Contract" form.)*

Approved as to Legal Form (sign in blue ink)

SEE SIGNATURE PAGE

Counsel

Date

Revised 080307

Reviewed as to Contract Compliance

Date

Presented to Board for Signature

Date

THIS IS NOT A CONTRACT  
THIS IS A COVER  
TRANSMITTAL ONLY

**COUNTY OF SAN BERNARDINO LICENSE AGREEMENT**

**Basic License Terms - Reference Pages**

**LICENSOR:** Snowline Unified School District (DISTRICT)  
4075 Nielsen Road  
Phelan, CA 92371

**LICENSEE'S ADDRESS FOR NOTICES:** County of San Bernardino  
Real Estate Services Department  
825 East Third Street  
San Bernardino, CA 92415-0832

**TENANT:** County Service Area 56 (Wrightwood)

**TENANT'S MAILING ADDRESS:** P.O. Box 1953  
Wrightwood, CA 92397

**TENANT'S TELEPHONE NO.**

**PREMISES:** Wrightwood Elementary School  
1175 Highway 2  
Wrightwood, CA 92397  
(see Exhibit "A" for additional description)

**RENTABLE AREA:** 86,765 square foot of play yard area

**USE:** Public park use during service hours as described on  
Exhibit "B"

**SCHEDULED COMMENCEMENT DATE:** January 1, 2008

**TERM OF LEASE:** Ten (10) years and two five-year options to extend

**TERMINATION DATE:** December 31, 2017 (unless sooner terminated  
pursuant to the Lease)

County Contract No. \_\_\_\_\_

Rev. 6/1/1999

Date Typed: 10/24/2007

**RENT:**

(a) Rent: \$1.00 annually

**TERMINATION:**

Ninety (90) days written notice by Licensee

**OPTION TO EXTEND:**

Two (2) five-year options

**UTILITIES:**

Provided by Licensor

**HOLDING OVER:**

Month-to-month

**EXHIBITS**

"A" Location of Premises, Site Information & Equipment  
"B" Hours and Dates of Mutual Operation

Attached  
Attached



The Reference Pages are incorporated into and made a part of the Lease. In the event of any conflict between any information on the Reference Pages and the Lease, the Lease shall control. This Lease includes the foregoing Exhibits all of which are made a part of this Lease.

IN WITNESS THEREOF, the parties executed this agreement.

**LICENSEE**  
**COUNTY SERVICE AREA 56 (WRIGHTWOOD)**

**LICENSOR: SNOWLINE UNIFIED  
SCHOOL DISTRICT**

By \_\_\_\_\_  
Paul Biane, Chairman, Board of Supervisors

By \_\_\_\_\_  
Dr. Eric Johnson

Title Deputy Superintendent

Date \_\_\_\_\_

Date \_\_\_\_\_

SIGNED AND CERTIFIED THAT A COPY OF  
THIS DOCUMENT HAS BEEN DELIVERED TO  
THE CHAIRMAN OF THE BOARD

Dena M. Smith, Clerk of the Board of Supervisors

By \_\_\_\_\_  
Deputy

Date \_\_\_\_\_

APPROVED AS TO LEGAL FORM:  
RUTH E. STRINGER, County Counsel  
San Bernardino County, California

By \_\_\_\_\_  
Fiona G. Luke, Deputy County Counsel

Date \_\_\_\_\_

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**EXHIBITS**

Exhibit "A" Location of Premises, Site Information & Equipment	Attached
Exhibit "B" Hours and Dates of Mutual Operation	Attached

## LICENSE AGREEMENT

WHEREAS, LICENSEE desires to use a portion of existing Snowline Unified School District (DISTRICT) property at the Wrightwood Elementary School at 1175 Highway 2 in Wrightwood (Site), designated on Exhibit "A", for LICENSEE's use of two ball fields, punch ball court, playground equipment, and open area; and,

WHEREAS, DISTRICT is willing to permit said use of the DISTRICT's Site subject to certain conditions; and

WHEREAS, portions of the Site are currently excess to the DISTRICT's needs.

NOW, THEREFORE, in consideration of the execution of this Agreement, the parties mutually agree to the following conditions.

### I. DEFINITIONS:

- A. "License" means this License Agreement and any relevant Documents, including any Exhibits and/or Attachments, all of which are made a part of this License.
- B. "Site" refers individually or collectively to the physical property and all the structures thereon, described in Exhibit "A".
- C. "Joint Use Area" refers to the area within the Site that Licensee is authorized to use by this License.
- D. "Improvements" (when applicable) refers individually or collectively to the DISTRICT's existing equipment as more particularly described in Exhibit "A" attached.

### 2. LICENSE TO USE:

DISTRICT hereby gives permission, revocable and terminable as hereinafter provided, to LICENSEE to enter the Site and use the Joint Use Area for the purpose of providing to the citizens of Wrightwood a park area including two ball fields, punch ball court and playground equipment and open area in accordance with to the terms set forth in Exhibit "B" attached. LICENSEE shall not be permitted to use the site for any other purpose, except by prior written permission of DISTRICT.

### 3. LICENSEE IMPROVEMENTS:

LICENSEE shall not tamper with any DISTRICT improvements, to include, but not limited to, irrigation system, base ball field back stops, stands, structures, punch ball court and playground equipment

located at the Site. For purpose of this License, use for intended and reasonably foreseeable purposes shall not be defined as tampering with DISTRICT Improvements. DISTRICT shall not tamper with LICENSEE's fencing or other improvements as may be installed by LICENSEE.

The costs of any maintenance and operation of the Improvements shall be the sole responsibility of the DISTRICT. The DISTRICT shall maintain any and all areas while this agreement is in full force and effect. DISTRICT shall be responsible for the maintenance, repair, replacement of Improvements to grounds or existing facilities within the Joint Use Area. The DISTRICT understands that the use of the area is granted without reservation to the fact that use of DISTRICT facilities within the Joint Use Area may result in such facilities being damaged, worn or vandalized as a result of normal wear and tear and unsupervised public use. LICENSEE shall have no obligation for maintenance, repair, replacement of the Improvements, and shall have only those rights for cleaning up trash and litter in the Joint Use Area as are contained in Exhibit "B". The LICENSEE shall not be liable to DISTRICT or members of the public for damages caused by willful misconduct or negligent use by the public.

4. **TERM:** This License shall commence on January 1, 2008, and/or upon acceptance of the Premises by LICENSEE, and continue thereafter through December 31, 2017 ("initial term").
5. **RENT:** One and 00/100 Dollars (\$1.00) annually during the term of the License, payable upon commencement of this License. Additionally, LICENSEE agrees to construct at its sole cost and expense approximately 259 lineal feet of 6' high chain link fencing, to include a 12' wide sliding and lockable gate for access to the school campus, separating the Joint Use Area from the school campus as more particularly shown on Exhibit "A".
6. **OPTION TO EXTEND TERM:** DISTRICT gives LICENSEE the option to extend the term of the License on the same provisions and conditions, for two (2) five (5) year periods ("extended terms") following expiration of the initial term, provided that at the time of exercise of the applicable option, LICENSEE is not in default with respect to any of the terms, covenants or conditions to be observed or performed by LICENSEE hereunder, by LICENSEE giving written notice of exercise of the option to DISTRICT at least six (6) months, but not more than one (1) year, prior to the expiration of the preceding term.
7. **HOLDING OVER:** In the event the LICENSEE shall hold over and continue to occupy the Premises with the consent of the DISTRICT, expressed or implied, the tenancy shall be deemed to be a tenancy from month-to-month upon the same terms and conditions.
8. **TERMINATION:**

DISTRICT and LICENSEE may terminate this agreement with at least ninety (90) days written notice to the other party. Notwithstanding any exercise of such right, neither party shall incur any liability to the other by reason of such termination.

9. **AGREEMENT AUTHORIZATION:**

LICENSEE warrants and represents that the individual signing this agreement is a properly authorized representative of the LICENSEE and has the full power and authority to enter into this agreement on the LICENSEE's behalf.

10. **ASSIGNMENT:**

This agreement, or any interest therein, including any claims for monies due with respect thereto, shall not be assigned, and any such assignment shall be void and without effect.

11. **DEFAULT AND TERMINATION:**

This License shall be subject to immediate termination if LICENSEE fails or neglects to comply or commence compliance with any reasonable requirement of DISTRICT within thirty (30) days' written notice and demand. Upon termination, LICENSEE shall, if appropriate, immediately remove any and all of LICENSEE's Improvements from the Site(s) and surrender all rights and privileges under this License. If LICENSEE fails to promptly restore the Site to its former condition, the DISTRICT may restore the Site at LICENSEE's sole expense.

12. **INDEMNIFICATION AND INSURANCE:**

A. Indemnification

The DISTRICT agrees to indemnify, defend and hold harmless the LICENSEE and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages, and/or liability arising from DISTRICT's acts, errors, or omissions in the performance of rights or obligations under this agreement and for any costs or expenses incurred by the LICENSEE on account of any claim therefore, during the DISTRICT's authorized use of the premises as more particularly described in Exhibit "B", except where such indemnification is prohibited by law. The LICENSEE acknowledges that the DISTRICT shall allow other organizations to use certain portions of the Joint Use Area (designated on Exhibit "A" as "Joint Use Area") for organized scheduled activities. The DISTRICT agrees to require all such organizations to provide insurance certificates on policies and coverages set forth in Sub-section 12.C, herein, naming the DISTRICT and LICENSEE as additional insureds for any activity on the Joint Use Area.

B. The LICENSEE agrees to indemnify, defend and hold harmless the DISTRICT and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages and/or liability arising from the LICENSEE's acts, errors, or omissions in the performance of rights or obligations under this agreement and for any costs or expenses

incurred by the DISTRICT on account of any claim, except where such indemnification is prohibited by law.

C. Insurance

The LICENSEE and DISTRICT are self-insured public entities.

Without in any way affecting the indemnity herein provided and in addition thereto, the LICENSEE and the DISTRICT shall secure and maintain throughout the agreement the following types of insurance with limits as shown; or an approved program of self-insurance with limits equal to the following:

1. Workers' Compensation – Both LICENSEE and DISTRICT: A program of Workers' Compensation insurance or a state-approved Self-Insurance Program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits.
2. Comprehensive General and Automobile Liability – Both LICENSEE and DISTRICT: This coverage to include contractual coverage and automobile liability coverage for owned, hired and non-owned vehicles. The policy shall have combined single limits for bodily injury and property damage of not less than one million dollars (\$1,000,000).
3. Fire Legal Liability – DISTRICT shall obtain coverage adequate to cover cash value of DISTRICT's improvements.
4. Real Property Insurance – DISTRICT shall obtain coverage for all buildings and improvements (whether built by DISTRICT or COUNTY) against loss or damage by fire, lightning, extended coverage, vandalism, malicious mischief and earthquake in an amount equal to replacement value.
5. Additional Named Insured – All policies obtained by either LICENSEE or DISTRICT, except for the Workers' Compensation policies, shall contain additional endorsements naming the other party and its officers, employees, agents and volunteers as additional insureds with respect to liabilities arising out of the primary covered party's performance of contract provisions hereunder.
6. Waiver of Subrogation Rights – The primary covered parties shall require the carriers of the above-required coverages to waive all rights of subrogation against the additionally insured party, its officers, employees, agents, volunteers, contractors and subcontractors.
7. Policies Primary and Non-Contributory – All policies required above are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the DISTRICT.

- C. Proof of Coverage - LICENSEE and DISTRICT acknowledge that each party is legally self-insured for Workers' Compensation up to statutory limits. LICENSEE is self-insured for Comprehensive General Liability and Automobile Liability. LICENSEE and DISTRICT accept such self-insurance as satisfying the Insurance and Workers' Compensation requirements under the contract.

13. **HAZARDOUS MATERIALS:**

- A. "Hazardous Materials" shall mean any substance deemed to be hazardous, toxic or dangerous in any Hazardous Waste Law, and shall include petroleum. "ACMs" shall mean asbestos containing materials. "Hazardous Water Laws" shall mean all applicable federal, state, or local laws or regulations governing Hazardous Materials and/or ACMs.
- B. Neither LICENSEE or DISTRICT has, nor will, generate, store or dispose of any Hazardous Materials or ACMs on or about the Premises in violation of any Hazardous Waste Laws. To the best of DISTRICT's knowledge, DISTRICT does not know of the existence of any Hazardous Materials or ACMs on the Premises in violation of any Hazardous Waste Laws and DISTRICT has not received any written notice of any violation of Hazardous Waste Laws, or any written directive to perform any work in accordance therewith. DISTRICT shall be responsible for remediation of any release of any Hazardous Materials in accordance with all applicable laws, which release does not result from LICENSEE's activities. LICENSEE shall be responsible to the extent any release results from LICENSEE's (including Licensee's agents, employees, or officers or Directors) activities. Notwithstanding the foregoing, DISTRICT shall be responsible for abating any ACMs that will be disturbed by LICENSEE's permitted use.

14. **GENERAL TERMS AND CONDITIONS:**

- A. Permits - LICENSEE is responsible for obtaining and paying any costs of all permits, licenses or approvals by any regulatory bodies having jurisdiction over the uses authorized herein, as appropriate.
- B. Waiver - No waiver of a breach of any provision of this agreement shall constitute a waiver of any other breach, or of such provision. Failure of LICENSEE or DISTRICT to enforce at any time, or from time to time, any provision of this agreement shall not be construed as a waiver thereof. The remedies herein reserved shall be cumulative and additional to any other remedies in law or equity.
- C. Validity - The invalidity in whole or in part of any provision of this agreement shall not void or affect the validity of any other provision.
- D. Captions and Paragraph Headings - Captions and paragraph headings used herein are for convenience only and are not a part of this agreement and shall not be used in construing it.



- E. Exhibits - All Exhibits attached hereto, if any, are an integral part of this agreement and are incorporated herein by reference.
- F. Entire Agreement - This agreement shall be governed by the laws of the State of California and constitutes the entire agreement between the parties and supersedes all prior negotiations, discussions, and preliminary understanding. This agreement may be amended as DISTRICT and the LICENSEE mutually agree in writing. Any such amendment must be signed/approved by authorized representatives of the DISTRICT and LICENSEE.
- G. Notifications - All notices or demands required, or permitted to be given or made hereunder, shall be in writing and shall be deemed duly given upon actual delivery, if delivery is by hand; OR upon receipt by the transmitting party of confirmation or answer back, if delivery is by telex, telegram or facsimile; OR three days following delivery into the First Class United States mail.

Each such notice is to be sent to the respective party at the address indicated below or to any other address or person that the respective party may designate by written notice delivered pursuant hereto:

Licensee's Address for Notices: County Service Area – 56 Wrightwood  
 5980 Elm Street  
 P. O. Box 1953  
 Wrightwood, CA 92397

AND: County of San Bernardino  
 Real Estate Services Department  
 825 East Third Street  
 San Bernardino, CA 92415-0832

District Address for Payment & Notices: Snowline Unified School District  
 P. O. Box 296000  
 Phelan, CA 92329

**15. REAL ESTATE SERVICES DEPARTMENT AUTHORIZATION:**

The County's Real Estate Services Department, through its Director or designee, is authorized to discharge all functions ascribed to LICENSEE in this agreement, except those specifically reserved by law to the Board of Supervisors.

IN WITNESS THEREOF, the parties have hereto executed this agreement on the date set forth below their respective signatures.

**END OF CONTRACT.**

**LICENSEE:**  
**COUNTY SERVICE AREA 56 (WRIGHTWOOD)**

**DISTRICT:**  
**SNOWLINE UNIFIED SCHOOL**

By \_\_\_\_\_  
Paul Biane, Chairman, Board of Supervisors

By \_\_\_\_\_  
Dr. Eric Johnson

Title Deputy Superintendent

Date \_\_\_\_\_

Date \_\_\_\_\_

SIGNED AND CERTIFIED THAT A COPY OF  
THIS DOCUMENT HAS BEEN DELIVERED TO  
THE CHAIRMAN OF THE BOARD

Dena M. Smith, Clerk to the Board of Supervisors

By \_\_\_\_\_  
Deputy

Date \_\_\_\_\_

APPROVED AS TO LEGAL FORM:  
RUTH E. STRINGER, County Counsel  
San Bernardino County, California

By \_\_\_\_\_  
Fiona G. Luke, Deputy County Counsel

Date \_\_\_\_\_

## EXHIBIT "B"

### HOURS AND DATES OF MUTUAL OPERATION

1. DISTRICT shall occupy, operate and secure the separation fence at the Site during the regular school year as defined by the DISTRICT to extend from August 15 annually through June 30 during the hours of 7:30 AM through 4:00 PM daily. The DISTRICT will secure the gate at all times when school is out of session for the purpose of securing school grounds outside the Joint Use Area.
2. The DISTRICT shall have sole responsibility to operate and secure on a daily basis the public entrance on the eastern side of the Joint Use Area as indicated in Exhibit "A". Operation and securing of the gate for public access will correspond to a dawn to dusk schedule. The DISTRICT acknowledges that the LICENSEE shall have no responsibility to secure the public access gate.
3. The DISTRICT shall have sole responsibility to maintain the Joint Use Area throughout the year. The LICENSEE will periodically as permitted by staffing, police the area for trash and litter in an effort to augment DISTRICT staff in the cleaning of the facility. The DISTRICT agrees to allow LICENSEE staff and employees to enter the Joint Use Area during School Hours for the purpose of clean up and policing the area providing the LICENSEE staff, employees, agents and representatives have completed the mandatory background investigation and certification required by California State Law in order to work in the presence of youth. Access will only be granted through the issuance of a DISTRICT Identification Badge after the LICENSEE has provided documentation certifying that all State Law requirements have been met.

# Item# 15

## Park Funds Disbursement Agreement with WVF



**PARK DONATION FUNDS DISBURSEMENT AGREEMENT**

THIS AGREEMENT is made as of this \_\_\_\_ day of \_\_\_\_\_, 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 replace 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 \$81,700.00 (“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. Upon request of WCSD following the execution of this Agreement, the FOUNDATION shall transfer to WCSD, and WCSD shall accept, all or any portion of the FUNDS, 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 the appropriate government agencies required by law.

b. WCSD shall be responsible for using the FUNDS only for the purpose of paying costs incurred by WCSD in connection with the PROJECT.

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.

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 any portion of the FUNDS received from the FOUNDATION, and/or the performance of WCSD's obligations under this Agreement.

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 the respective 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# 16

Replacement of Grease  
Trap in Kitchen







C Ford Plumbing  
 PO Box 1064  
 Wrightwood, CA 92397  
 (760) 868-3078  
 service@cfordplumbing.com

## Estimate 1160

DATE 10/05/2022	TOTAL \$500.00	EXPIRATION DATE 11/05/2022
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**ADDRESS**

Wrightwood Community Services District  
 PO Box 218  
 Wrightwood, CA 92397

**JOB ADDRESS**

1275 Highway 2

DATE	ACTIVITY	AMOUNT
10/05/2022	Estimate to install a new grease trap in the kitchen.	
10/05/2022	<b>SERVICE:Services</b> Parts and labor	500.00

TOTAL	\$500.00
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THANK YOU.

Accepted By

Accepted Date



### Keen Plumbing

WCSD  
 P.O box 218  
 wrightwood, CA 92397

☎ (760) 249-3205  
 ✉ office@wrightwoodcsd.org

ESTIMATE	#1031
ESTIMATE DATE	Sep 26, 2022
<b>TOTAL</b>	<b>\$430.00</b>

CONTACT US  
 PO Box 2784  
 Wrightwood, CA 92397

☎ (760) 559-6626  
 ✉ keenplumbingcompany@gmail.com

### ESTIMATE

Services	amount
Job Location Pot Sink in community building	
Grease Trap Keen Plumbing proposes to furnish the labor and materials needed to remove and replace the above ground grease trap in the kitchen. We were called out for drainage issues during the 100 mile run event and discovered the grease trap downstream baffle was clogged and had rusted shut.	\$430.00
<b>Subtotal</b>	<b>\$430.00</b>
<b>Total</b>	<b>\$430.00</b>

Thank you! We appreciate your business.

Item# 17

Skate Park Dedication  
And  
Volunteer Construction



## Skate Park Dedication

At the August Board meeting, Lisa Renek a Wrightwood resident and business owner, approached the Board and requested that with the money that has been raised, would the Board allow for a portion of the skate park to have a cement pad added and a few repairs done to the existing cement. There was a concern regarding the WCSD's liability during the project and General Manger Keen was asked to contact SDRMA, the WCSD's insurance provider, and report back her findings. I was told that if the contractor is licensed and insured, the WCSD has no liability during the construction period. The Board is being asked for their approval of an additional cement pad and repairs to be completed for the skate park.

# Item# 18

## Recess to Closed Session



Item# 19

Return to Open Session



# Item# 20

## Director's Comments



Item# 21

Future Board Meeting  
Tuesday November 1, 2022  
@ 5:30pm

