



REGULAR BOARD MEETING
Thursday, May 16, 2024, at 6:00 PM

SPECIAL NOTICE OF TELECONFERENCE ACCESSIBILITY

This meeting of the Board of Directors of the Helendale Community Services District is Open to the public both in-person at the District Office located at 26540 Vista Road, Suite C, Helendale, California, and via teleconference by clicking the following link: www.zoom.com Meeting ID 463 173 8547 Passcode: HCSD. (Dial-in instructions will be provided after registering at the link)

Pursuant to Government Code Section 54953(b), Director Haas will attend the meeting via teleconference; location at 26454 Edgewater Lane, Helendale, CA 92342

Call to Order - Pledge of Allegiance

1. Discussion and Possible Action Regarding Director Remote Participation pursuant to AB2449 (Government Code Section 54953(f))

- a. Notification due to Just Cause
- b. Request due to Emergency Circumstances

2. Approval of Agenda

3. Public Participation

Anyone wishing to address any matter pertaining to District business listed on the agenda or not, may do so at this time. However, the Board of Directors may not take action on items that are not on the agenda. The public comment period may be limited to three (3) minutes per person. Any member wishing to make comments may do so by filling out the speaker's card in person or using the "raise the hand" or "chat" feature. If viewing remotely a speaker's card may be filled out at the following link: <https://www.surveymonkey.com/r/HKGNLL8> or use the features referenced above. The District requests that all speaker cards be submitted at any time prior to the close of public participation.

4. Consent Items

- a. Approval of Minutes: Regular Board Meeting of May 2, 2024
- b. Bills Paid Report

5. Reports

- a. Directors' Reports
- b. General Manager's Report

Regular Business:

- 6. Discussion and Possible Action Regarding Approval of Directors' Expense Reports**
- 7. Discussion and Possible Action Regarding Professional Services Agreement with Nobel for GIS Support Services for a period of three years beginning July 1, 2024, through June 30, 2027**
- 8. Discussion and Possible Action Regarding Community Center Projects and Funding**
- 9. Discussion and Possible Action Regarding Adoption of Resolution 2024-06: A Resolution of the Board of Directors of the Helendale Community Services District Establishing the Repayment of Interfund Loan from the Wastewater Fund to the Park Fund**

Other Business

10. Requested items for next or future agendas (Directors and Staff only)

Closed Session

11. Conference with Real Property Negotiators

(Government Code Section 54956.8)

Property: 26540 Vista Road, Helendale, California

District Negotiator: Kimberly Cox, General Manager

Negotiating Parties: RailState

Under Negotiation: Equipment Location and Right of Entry Agreement

12. Report of Closed Session Item

13. Adjournment

Pursuant to Government Code Section 54954.2(a), any request for a disability-related modification or accommodation, including auxiliary aids or services, that is sought in order to participate in the above agenzed public meeting should be directed to the District's General Manager's office at (760) 951-0006 at least 24 hours prior to said meeting. The regular session of the Board meeting will be recorded. Recordings of the Board meetings are kept for the Clerk of the Board's convenience. These recordings are not the official minutes of the Board meetings.



Helendale Community Services District

Date: May 16, 2024
TO: Board of Directors
FROM: Kimberly Cox, General Manager
SUBJECT: Agenda item #1
Discussion and Possible Action Regarding Director Remote Participation
Pursuant to AB2449 (Government Code Section 54953(f))

NOTIFICATION OF REMOTE BOARD MEETING ATTENDANCE

Directors may not attend a meeting remotely on the basis of Just Cause or Emergency Circumstances for more than three consecutive months or more than 20% (up to four) meetings in a calendar year. A general description of the circumstances relating to the need to appear remotely at the meeting **must** be included.

JUST CAUSE

Each Director is responsible for notifying the General Manager at the earliest opportunity possible (including at the start of a regular meeting) of the need to participate remotely for Just Cause. Remote participation for Just Cause reasons shall not be utilized by any Director for more than two meetings per calendar year.

Just Cause means any of the following:

- A childcare or caregiving need of a child, parent, grandparent, grandchild, sibling, spouse, or domestic partner that requires them to participate remotely.
- A contagious illness that prevents a member from attending in person
- A need related to a physical or mental disability not otherwise accommodated
- Travel while on official business of the legislative body or another state or local agency

A General description of the circumstances relating to the need to appear remotely at the meeting **MUST** be included.

EMERGENCY CIRCUMSTANCES

Each Director is responsible for notifying the General Manager as soon as possible (preferably before posting of the agenda but up to the start of the meeting) of the need to participate remotely due to Emergency Circumstances.

Emergency Circumstances means the following: A physical or family medical emergency that prevents a member from attending in person.

A general description of the circumstances relating to the need to appear remotely at the meeting **must** be included. The general description of the circumstances does not require the member to disclose any medical diagnosis or disability, or any personal medical information that is already exempt under existing law, such as the Confidentiality of Medical Information Act.



Helendale Community Services District

Date: May 16, 2024
TO: Board of Directors
FROM: Kimberly Cox, General Manager
SUBJECT: Agenda item #4
Consent Items

CONSENT ITEMS

- a. Approval of Minutes: May 2, 2024, Regular Board Meeting
- b. Bills Paid Report



Helendale Community Services District

Date: May 16, 2024
TO: Board of Directors
FROM: Kimberly Cox, General Manager
BY: Cheryl Vermette
SUBJECT: Agenda item #4a
Minutes from Regular Board meeting 5/2/2024



**Minutes of the Helendale Community Services District
REGULAR BOARD OF DIRECTORS MEETING**

Date: May 2, 2024
 Time: 6:00 PM
 Meeting called to order by: President Henry Spiller

ATTENDANCE

President Henry Spiller	<input checked="" type="checkbox"/> Present	<input type="checkbox"/> Absent	<input checked="" type="checkbox"/> In Person	<input type="checkbox"/> Remote
Vice President Ron Clark	<input checked="" type="checkbox"/> Present	<input type="checkbox"/> Absent	<input checked="" type="checkbox"/> In Person	<input type="checkbox"/> Remote
Secretary Sandy Haas	<input checked="" type="checkbox"/> Present	<input type="checkbox"/> Absent	<input type="checkbox"/> In Person	<input checked="" type="checkbox"/> Remote
Director George Cardenas	<input checked="" type="checkbox"/> Present	<input type="checkbox"/> Absent	<input checked="" type="checkbox"/> In Person	<input type="checkbox"/> Remote
Director Gail Guinn	<input checked="" type="checkbox"/> Present	<input type="checkbox"/> Absent	<input checked="" type="checkbox"/> In Person	<input type="checkbox"/> Remote

Staff Members Present

Kimberly Cox, General Manager; Craig Carlson, Water Operations Manager; Alex Aviles, Wastewater Operations Manager; Cheryl Vermette, Administrative Services Manager

Consultants/Guests

Steven Kennedy, Legal Counsel – Zoom
 Captain Lutz, San Bernardino County Sheriff's Department
 Lt. Kayhow, San Bernardino County Sheriff's Department
 Christopher Porter, Field Representative for 1st District Supervisor Cook – Zoom
 Wes Zuber, Ultimate Internet Access

Members of the public

There was one member of the public attending in person.

1. DISCUSSION AND POSSIBLE ACTION REGARDING DIRECTOR REMOTE PARTICIPATION PURSUANT TO AB2449 (GOVERNMENT CODE SECTION 54953(F)) OF AGENDA

- a. Notification due to Just Cause
- b. Request due to Emergency Circumstances

Discussion Director Haas requested to attend the meeting remotely under the emergency circumstances provision. Director Haas explained that she had a stroke and is unable to drive at this time. This is the second meeting she attended remotely in 2024 under the emergency circumstances provision.

Motion Director Cardenas made a motion to approve Director Haas' attendance under the "emergency circumstances" provision.

Second Director Guinn

Vote

President Henry Spiller	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Absent	<input type="checkbox"/> Abstain
Vice President Ron Clark	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Absent	<input type="checkbox"/> Abstain
Secretary Sandy Haas	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Absent	<input type="checkbox"/> Abstain

Director George Cardenas	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Absent	<input type="checkbox"/> Abstain
Director Guinn	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Absent	<input type="checkbox"/> Abstain

2. APPROVAL OF AGENDA

Discussion None.

Motion President Spiller made a motion to approve the agenda as presented.

Second Director Guinn

Vote

President Henry Spiller	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Absent	<input type="checkbox"/> Abstain
Vice President Ron Clark	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Absent	<input type="checkbox"/> Abstain
Secretary Sandy Haas	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Absent	<input type="checkbox"/> Abstain
Director George Cardenas	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Absent	<input type="checkbox"/> Abstain
Director Guinn	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Absent	<input type="checkbox"/> Abstain

3. PUBLIC PARTICIPATION

Christopher Porter gave an update on the railroad crossing. He also said that public works is actively pursuing grants to obtain funding for the project.

Captain Lutz gave an update on the new Sheriff's department building on Duncan Rd. He also reported that the Department has 7 new deputies. He introduced Lt. Kehoe. They also gave a brief update on the suicide/homicide incident on the other side of 395. They also have a catalytic converter registration event coming up. General Manager Cox requested crime statistics, to which they said they would be able to provide.

Wes Zuber addressed the Board and provided an update from UIA.

CONSENT ITEMS

4. CONSENT ITEMS

- a. Approval of Minutes: Regular Board Meeting for April 18, 2024 and Special Meeting of April 25, 2024.
- b. Bills Paid Report
- c. March Financials

Discussion None

Motion Director Cardenas made the motion to approve the consent items as presented.

Second Director Guinn

Vote

President Henry Spiller	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Absent	<input type="checkbox"/> Abstain
Vice President Ron Clark	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Absent	<input type="checkbox"/> Abstain
Secretary Sandy Haas	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Absent	<input type="checkbox"/> Abstain
Director George Cardenas	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Absent	<input type="checkbox"/> Abstain
Director Guinn	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Absent	<input type="checkbox"/> Abstain

5. REPORTS

a. Directors' Reports

Director Guinn reported that she met with General Manager Cox and discussed strategic planning. She also noted that she got to see a manhole replacement. She suggested in the newsletter, we add a meet the employee's corner. Director Guinn also announced there will be a CERT meeting on Monday, May 7th at 6 pm. Director Cardenas commented that he supports the District doing a strategic plan. President Spiller reported that he attended a youth soccer game on Saturday. He announced that our first concert in the park is coming up on May 11th. He also commented that he suggests the farmers market stay open later.

b. General Managers Report

General Manager Cox reported that she attended a conference call setup by CSDA with Assemblyman Juan Carrillo's Chief of Staff. The County approved an agreement with BNSF to \$75,000 for preliminary engineering for Darghty Road and Jordan Rd at grade crossing.

Water Operations Manager Carlson reported that the monthly well sounding report was complete, the Safer Clearinghouse report was completed, all monthly safety inspections have been completed and Staff has been working on weeding the District sites. Staff also repaired a service line leak, performed monthly tank inspections and cleaned the ladder ways. Staff also repaired the cement on the pipe at North Tank. At the Community Center - the swamp coolers were repaired, and new thermostats were installed. Staff also performed the annual fire flow test at the Community Center. Well 13 update – the building has been positioned for mobilization and the pad has been poured. Approximately 490 feet of electrical cable will be pulled on 5/9, the building will be set on site on 5/10. Beginning on 5/13 – 6/1 the electrical and plumbing components inside the building will be connected, the camera system and exterior lights will also be installed. During the week of 6/1 Staff will install the chlorine shed and all chlorine components. Scheduling with Southwest Drilling, electrical contractor, cla-val, and the soft start engineer will be done. Staff will take all required samples. The new well should be online by July 1st.

Administrative Services Manager Vermette gave the solid waste report. Recycling for the month of February was 52.52 tons, trash pickup was 316.27 tons, tv and computer recycling for FY 2024 is at 8,198 pounds (total reimbursements \$3,567.20), metal recycling for April was 1.52 tons, green waste recycling was 7.88 tons (costs for FY are at \$14,829.08), and our last mattress pickup in January was for 124 mattresses (\$279 reimbursement). There were 14 bulky item pickups for April. The food waste bin has been removed, because the District was awarded a waiver until 2028.

Program Report – Tai Chi will start back up on May 8th, this will be an 8-week program hosted by San Bernardino County Public Health. The first Concert in the Park will be held on May 11th from 6-9 pm, City Beat will be performing, there will be a car show, beer garden and cornhole tournament. Three cornhole tournaments have been scheduled – May 4th and 24th in unit D and May 11th at the Concert in the Park. Spring Soccer is underway, flag football and volleyball are scheduled to start in June. We are also offering adult softball and basketball if there are enough registrations.

REGULAR BUSINESS

6. Discussion and Possible Action Regarding Adoption of Resolution 2024-03: A Resolution of the Board of Directors of the Helendale Community Services District Opposing Initiative 1935 (Formerly 21-0042A1)

Discussion: Initiative 1935 has been qualified for the November 2024 ballot. There is grave concern over the implications of the Initiative. CSDA and other groups have shared educational materials and outlined concerns. The General Manager participated in a CSDA webinar (the PowerPoint attached to agenda material). The Board requested that a Resolution be brought back for consideration. The Board collectively may educate but not advocate. A total of 125 Special District and 215 Cities have opposed the Initiative. The California Supreme Court is currently reviewing the legality of the initiative.

Motion Director Cardenas made the motion to adopt Resolution 2024-03.

Second Director Guinn

Vote

President Henry Spiller	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Absent	<input type="checkbox"/> Abstain
Vice President Ron Clark	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Absent	<input type="checkbox"/> Abstain
Secretary Sandy Haas	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Absent	<input type="checkbox"/> Abstain
Director George Cardenas	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Absent	<input type="checkbox"/> Abstain
Director Gail Guinn	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Absent	<input type="checkbox"/> Abstain

7. Discussion and Possible Action Regarding Adoption of Resolution 2024-04: A Resolution of the Board of Directors of the Helendale Community Services District Initiating Procedures to Continue Collection of Water and Sewer Standby Charges for Fiscal Year 2025

Discussion Standby Fees are discussed by the Board each year. The district is allowed to utilize the County property tax process to collect the annual water and sewer standby fees. A standby fee is a charge for availability of service to vacant property that has access to a water and sewer main. The fee applies to in-fill lots only. Properties away from infrastructure are not subject. In 2014 an Engineer's Report was completed to evaluate the fee. The report noted that fee could be significantly higher than what the Board has set. The document is available for public review and it is also attached to the agenda item. The fee is \$30 for each vacant lot up to 1-acre. The total received this FY is \$22,580.10 for water and \$18,930 for Wastewater. The budget estimate for FY25 is \$41,510 (water = 601 properties; wastewater = 590 properties). The amount changes each year as in-fill development occurs. A protest hearing is scheduled for July 18, 2024, at 6:00 pm. At the public hearing the Board will hear and consider any objections or protests to the proposed charges and consider adoption of the resolution to approve collection of standby fees. The final standby fee list will be submitted to the County by the August 10 deadline.

Motion Director Guinn made the motion adopt Resolution 2024-04 initiating procedures to continue collection of water and sewer standby charges for fiscal year 2025.

Second President Spiller

Vote

President Henry Spiller	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Absent	<input type="checkbox"/> Abstain
Vice President Ron Clark	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Absent	<input type="checkbox"/> Abstain
Secretary Sandy Haas	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Absent	<input type="checkbox"/> Abstain
Director George Cardenas	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Absent	<input type="checkbox"/> Abstain
Director Gail Guinn	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Absent	<input type="checkbox"/> Abstain

8. Discussion and Possible Action Regarding Appointing an Ad Hoc Committee for the Purpose of Planning a Public Safety Event

Discussion National Night Out is held on the first Tuesday of August. The District hosted event for over a decade. Community participation would usually be around 200 people. The District had to compete for public safety resources. Last year the event was moved to the August concert. The North field was filled with public safety partners & vendors, food trucks, and demonstrations. We didn't have to compete for public safety resources. The event started at 5 pm. Attendance was well over 1000. For consideration was permanently moving the event to the August concert. Also for consideration was the appointment of an ad hoc committee to help with planning efforts.

Direction The Board directed Staff to continue scheduling the event on the same day as the August concert. President Spiller appointed Director Guinn and himself to the committee.

OTHER BUSINESS

- 9.** Requested items for next or future agendas (Directors and Staff only)
 Director Guinn requested to discuss a strategic plan in August or September.

President Spiller called for a brief recess at 8:09 pm after which closed session began.

President Spiller called for a brief break at 7:35 pm.

Closed Session

General Manager Cox requested to remove item 10 from the agenda as there was no longer a need to discuss this item.

Closed session began at 7:40 pm

10. Conference with Real Property Negotiators

~~{Government Code Section 54956.8}~~

~~Property: 26540 Vista Rd, Helendale, California~~

~~District Negotiator: Kimberly Cox, General Manager~~

~~Negotiating Parties: Rail State~~

~~Under Negotiation: Price and Terms of Payment~~

11. Conference with Legal Counsel – Existing Litigation

[Government Code Section 54956.9(d)(1)]

Name of Case: In re: Aqueous Film-Forming Foams Product Liability Litigation, United States District Court South Carolina Charleston Division, Master Docket No. 2:18-mn-2873-RMG

12. Conference with Real Property Negotiators

(Government Code Section 54956.8)

Property: 26538 Lakeview Drive, Helendale, California

District Negotiator: Kimberly Cox, General Manager

Negotiating Parties: Ultimate Internet Access

Under Negotiation: Proposed Lease Amendments

Closed session adjourned at 8:26 pm

13. Report of Closed Session Item

As indicated by General Manager Cox, item 10 was removed from the closed session agenda. For item 11, the Board unanimously, with Director Haas absent, authorized the retention of SL Environmental as Special Counsel in that litigation. For Item 12, the Board unanimously, with Director Haas absent, authorized the Board president to execute an amendment to lease with Ultimate Internet Access that would modify the term of the lease from two five-year options to two ten-year options beginning August 1, 2024.

14. Adjournment

President Spiller adjourned the meeting at 8:28 pm.

Henry Spiller, President

Cheryl Vermette, Clerk of the Board

The Board actions represent decisions of the Helendale Community Services District Board of Directors. A digital voice recording and copy of the PowerPoint presentation are available upon request at the Helendale CSD office.



Helendale Community Services District

DATE: May 16, 2024
TO: Board of Directors
FROM: Kimberly Cox, General Manager
BY: Sharon Kreinop, Senior Account Specialist
SUBJECT: Agenda item #4b
Consent Items: Bills Paid and Presented for Approval

STAFF RECOMMENDATION

Updated Report Only. Receive and File

STAFF REPORT:

Staff issued 58 checks and 11 EFT's totaling \$151,083.13

Total Cash Available:	<u>05/13/24</u>	<u>04/29/24</u>
Cash	\$ 8,107,031.04	\$ 7,613,885.46
Checks/EFT's Issued	\$ 151,083.13	\$ 67,504.96

INVESTMENT REPORT:

The Investment Report shows the status of the invested District funds. March 2024 interest rates were 5.4072% for CA Class, 5.0% for CBB Trust, and 4.232% for LAIF. Total interest earned March 2024 on CA Class account was \$12,213.72.



Helendale CSD

Bills Paid and Presented for Approval

Transaction Detail

Issued Date Range: 04/29/2024 - 05/12/2024

Cleared Date Range: -

Issued Date	Number	Description	Amount	Type	Module
Bank Account: 211102187 - CBB Checking					
04/29/2024	27809	Core & Main LP	-387.20	Check	Accounts Payable
05/01/2024	27810	Eide Bailly LLP	-2,891.68	Check	Accounts Payable
05/01/2024	27811	Eide Bailly LLP	-4,989.06	Check	Accounts Payable
05/02/2024	27812	Allied Public Risk LLC	-38,446.00	Check	Accounts Payable
05/02/2024	27813	Aqua Metrics Sales Company	-28.92	Check	Accounts Payable
05/02/2024	27814	Atlas Environmental Engineering, Inc	-4,500.00	Check	Accounts Payable
05/02/2024	27815	AVCOM Services Inc.	-225.00	Check	Accounts Payable
05/02/2024	27816	County of San Bernardino	-60.00	Check	Accounts Payable
05/02/2024	27817	Hartford Life	-284.80	Check	Accounts Payable
05/02/2024	27818	Hi Desert Trophy & Awards	-138.11	Check	Accounts Payable
05/02/2024	27819	James A. Browning	-5.06	Check	Accounts Payable
05/02/2024	27820	Konica Minolta	-203.96	Check	Accounts Payable
05/02/2024	27821	Mobile Occupational Services, Inc.	-55.00	Check	Accounts Payable
05/02/2024	27822	O'Reilly Auto Parts	-109.95	Check	Accounts Payable
05/02/2024	27823	Rebecca Gonzalez	-330.00	Check	Accounts Payable
05/02/2024	27824	Ultimate Internet Access, Inc	-803.48	Check	Accounts Payable
05/02/2024	27825	Underground Service Alert of Southern California	-83.50	Check	Accounts Payable
05/02/2024	27826	Zenith National Insurance Company	-5,782.00	Check	Accounts Payable
05/03/2024	27827	Western Water Works Supply Company	-1,342.12	Check	Accounts Payable
05/03/2024	27828	ES OPCO USA LLC	-6,284.84	Check	Accounts Payable
05/03/2024	27829	Sonic Systems, Inc	-1,782.70	Check	Accounts Payable
05/03/2024	27830	Brunick, McElhaney & Kennedy Professional Law Corp	-8,625.00	Check	Accounts Payable
05/07/2024	27831	California State Disbursement Unit	-230.76	Check	Accounts Payable
05/07/2024	27832	State of California - Franchise Tax Board	-150.00	Check	Accounts Payable
05/03/2024	27833	HAROLD HICKEY	-339.46	Check	Utility Billing
05/03/2024	27834	JOY LYNN FRASER	-279.44	Check	Utility Billing
05/03/2024	27835	Stewart Title of California, Inc.	-233.30	Check	Utility Billing
05/08/2024	27836	Core & Main LP	-132.54	Check	Accounts Payable
05/08/2024	27837	Western Water Works Supply Company	-439.27	Check	Accounts Payable
05/09/2024	27838	AVCOM Services Inc.	-70.00	Check	Accounts Payable
05/09/2024	27839	Burrtec Waste Industries Inc	-182.02	Check	Accounts Payable
05/09/2024	27840	Business Card	-4,439.84	Check	Accounts Payable
05/09/2024	27841	Cashier, CDFA- Certified Farmer's Market	-87.29	Check	Accounts Payable
05/09/2024	27842	Charles La Pat	-500.00	Check	Accounts Payable
05/09/2024	27843	Citizens on Patrol Unit 436	-450.00	Check	Accounts Payable
05/09/2024	27844	Frontier Communications	-160.96	Check	Accounts Payable
05/09/2024	27845	Frontier Communications	-61.99	Check	Accounts Payable
05/09/2024	27846	Kevin Klein	-1,600.00	Check	Accounts Payable
05/09/2024	27847	Lowe's Inc.	-733.23	Check	Accounts Payable
05/09/2024	27848	Mobile Occupational Services, Inc.	-45.00	Check	Accounts Payable
05/09/2024	27849	Parkhouse Tire, Inc.	-488.55	Check	Accounts Payable
05/09/2024	27850	Print Mart	-301.93	Check	Accounts Payable
05/09/2024	27851	Sierra Analytical Labs, Inc	-1,340.00	Check	Accounts Payable
05/09/2024	27852	Silver Lakes Hardware	-38.32	Check	Accounts Payable
05/09/2024	27853	Stericycle, Inc	-195.82	Check	Accounts Payable
05/09/2024	27854	Tyler Technologies, Inc.	-725.00	Check	Accounts Payable

Bank Transaction Report

Issued Date	Number	Description	Amount	Type	Module
04/30/2024	EFT0004992	SCE ACH Well 6,7,8,9 & 2 Acct 700620711734	-21.54	EFT	General Ledger
05/01/2024	EFT004993	SCE ACH Community Centr 700218740906 1,551.24	- 1,551.24	EFT	General Ledger
05/07/2024	EFT0004994	SCE ACH WWTP & Wells 3,4 & 1 Acct 700547354472	-19,759.87	EFT	General Ledger
05/06/2024	EFT0005009	CalPERS Classic Pmt PPE 4/7/24	-9,144.23	EFT	General Ledger
05/06/2024	EFT0005010	CalPERS PEPRA Pmt PPE 4/7/24	-2,617.21	EFT	General Ledger
05/01/2024	EFT0005011	To record EVO Thrift Store CC Fees 23099	-718.93	EFT	General Ledger
05/01/2024	EFT0005011	To record EVO Thrift Store CC Fees 23099	718.93	EFT Reversal	General Ledger
05/01/2024	EFT0005014	To record EVO Thrift Store CC Fees 23099	-718.93	EFT	General Ledger
05/01/2024	EFT0005015	To record Paymentech Fees Acct Ending 6621	-2,464.64	EFT	General Ledger
05/03/2024	EFT0005016	To record Paymentech CC Fees Acct Ending 9479	-506.55	EFT	General Ledger
05/08/2024	EFT0005018	To record CalPERS Health Premium	-19,282.28	EFT	General Ledger
05/10/2024	EFT0005019	CalPERS 457 Pmt PPE 5/5/24	-4,433.54	EFT	General Ledger
			Bank Account 211102187 Total: (58)		-151,083.13
				Report Total: (58)	-151,083.13

Summary

Bank Account
[211102187 CBB Checking](#)

Count	Amount
58	-151,083.13
Report Total:	151,083.13

Cash Account
[99 99-111000 Cash in CBB - Checking](#)

Count	Amount
58	--151,m083.13
Report Total:	-1541,083.13

Transaction Type	Count	Amount
Check	46	-90,583.10
EFT	11	-61,218.96
EFT Reversal	1	718.93
Report Total:	58	-151,083.13

Master Card February 17 - March 16, 2023										
Acct #	Description	Charges	Charges	Charges	Charges	Charges	Charges	Charges	Charges	Totals
01-524500	J. Escobar Backflow Renewal	100.00								100.00
01-545001	Fuel Unit 201	20.05								20.05
01-541000	Nuts & Washers	21.23								21.23
01-553000	Pens/ Inverter for Meter Reading / Rubber Boots / Pump	6.18	24.77	66.76	9.69					107.40
01-553600	Straw Sun Hats / Uniform Pants	77.24	31.79	63.59	37.96					210.58
01-554600	Plasma Cutter	450.27								450.27
01-556500	AWWA Membership Renewal	321.00								321.00
02-541000	Appreciation Lunch	79.00								79.00
02-553555	Earth Day Fats, Oils, Grease & Coloring Books	326.48								326.48
02-553600	Uniform Pants (AA)	71.71								71.71
03-553000	Operating Supplies	203.58	30.71	30.71	30.71					295.71
05-545000	Chain & Parts for Seeder	52.78								52.78
05-553000	Fill Sand for Fields	777.57								777.57
06-553000	Hand Truck	306.35								306.35
06-553555	Earth Day Supplies / Clean-up Day Supplies	70.56	23.08	10.77	8.53	38.88	54.72	7.50	136.91	350.95
10-521600	Adobe Acrobat Pro	200.61								200.61
10-522505	Lunch Meeting (K & Dir GG & HS)	57.68								57.68
10-522510	Bottled Water & Board Supplies	5.79	6.99							12.78
10+545000	Running Boards for New Flat Bed Truck	203.65								203.65
10-553000	Wall Mount Tablet Holder / Office Supplies	21.32	113.42	20.99	20.99	20.99	16.15			213.86
10-556500	Daily Press Digital Subscription	179.88								179.88
10-556800	J. Marshall Service Award / B'day Gift Card (KC & BJ)	30.30	25.00	25.00						80.30
Total Due										4,439.84
Due 5/13/24		Staff Key:	KC	AA	CC	CV				

DCB Visa Statement 4/1/24

Acct #	Description	Charges	Charges	Charges	Charges	Totals
02-553600	Uniform Shirts	180.49				180.49
03-556800	Thrift Store Employee Incentive Gift Cards	390.00				390.00
05-524500	Farmer's Market Tokens	292.23				292.23
10-522505	Breakfast Meeting with Directors (KS, HS & RC)	40.15				40.15
10-522510	Name Plaques	138.11				138.11
10-526650	Easter Candy	77.96				77.96
10-553200	Postage	2.11				2.11
10-556800	J. Thomas Gift Card & Farewell lunch	63.09	100.00			163.09
Total	Staff Key:	KC	AA	JT	CV	1,284.14 Total Due
Due 4/28/24						



Helendale Community Services District

DATE: May 16, 2024
TO: Board of Directors
FROM: Kimberly Cox, General Manager
SUBJECT: Agenda item #6
Discussion and Possible Action Regarding Approval of Directors' Expense Reports

STAFF RECOMMENDATION

None.

STAFF REPORT

This matter is at the discretion of the Board. Included herein for the Board's consideration are expense reports submitted since the last Board meeting.

FISCAL IMPACT: NA
POSSIBLE MOTION: At the discretion of the Board.
ATTACHMENTS: Summary Spreadsheet
Board Expense Report(s)

**BOARD COMPENSATION REPORT
ROLLING 12-MONTHS**

Name	Title	Type	6 2023	7 2023	8 2023	9 2023	10 2023	11 2023	12 2023	1 2024	2 2024	3 2024	4 2024	5 2024	TOTAL	
Spiller	President	Compensated	8	10	10	10	9	9	5	8		5	9		110	
		Non-Comp				3	5	1	0	4			3	1		17
Clark	Vice Presidenet	Compensated	4	4	3	5	3	4	0	2	3			5		48
		Non-Comp							0	0	0			0		0
Haas	Secretary	Compensated	4	7	9	6	6	5	2			2	3			68
		Non-Comp							0				1	0		1
Cardenas	Director	Compensated	2	1	2	2	1	0	1	2	5	3				25
		Non-Comp				7	3	6	1	3	2	4				26
Guinn	Director	Compensated										5	10	1		20
		Non-Comp										2	4			6

HELENDALE COMMUNITY SERVICES DISTRICT BOARD MEMBER EXPENSE VOUCHER

Pay Period Ending

Name

Ron Clark

Date	Expense Description/Explanation	Miles	Meals	Lodging	Other Expense	Reimburse Y/N	Phone Call Y/N	Expense Category
<i>4/2</i>	<i>Part Comm. Hk Meeting</i>		\$	\$	\$	<i>Y</i>	<i>N</i>	<i>F</i>
<i>4/4</i>	<i>Reg Board MTC</i>		\$	\$	\$	<i>Y</i>	<i>N</i>	<i>A</i>
<i>4/16</i>	<i>Benish Adgande with Kimberly Cox</i>		\$	\$	\$	<i>Y</i>	<i>Y</i>	<i>C</i>
<i>4/18</i>	<i>Reg Board MTC</i>		\$	\$	\$	<i>Y</i>	<i>Y</i>	<i>A</i>
<i>4/25</i>	<i>Special Bd MTC Budget Review</i>		\$	\$	\$	<i>Y</i>	<i>N</i>	<i>A</i>
		Total Miles	Total Meals	Total Lodging	Total Other Expense	Total # of Compensable Meetings	Meeting Total	Total
			\$	\$	\$		\$	\$

Ron Clark

Signature

4/29/24

Date

Expense Categories

- A: Public Meeting governed by Brown Act
- B: Public Event *
- C: Representation at Public Meeting/Event *
- D: Representation at 501C3 Board *
- E: Conference/seminar/Training Program related to District *
- F: Ad Hoc committee of the Board
- G: Meeting w/GM or Designee regarding District Operations
- H: Meeting w/auditors, attorney or consultant retained by District
- I: Meeting of Local, State or Federal body w/jurisdiction affecting HCSD
- J: Meeting w/organization with interests in matters involving functions or
- K: Meeting pre-approved by the Board of Directors

* Written or verbal report required to be presented at the next Board meeting
Mileage 65.5 ¢

HELENDALE COMMUNITY SERVICES DISTRICT BOARD MEMBER EXPENSE VOUCHER

Name: Gail Gunn Pay Period Ending: 3/26/24

Date	Expense Description/Explanation	Miles	Meals	Lodging	Other Expense	Reimburse Y/N	Phone Call Y/N	Expense Category
3/23/24	Event Training		\$	\$	\$	Y		E
	Description of Public Benefit Ethics Training							
3/24/24	Event Training		\$	\$	\$	Y		E
	Description of Public Benefit Sexual Harassment Prevention Training							
	Event		\$	\$	\$			
	Description of Public Benefit							
	Event		\$	\$	\$			
	Description of Public Benefit							
	Event		\$	\$	\$			
	Description of Public Benefit							
		Total Miles	\$	\$	\$	Total # of Compensable Meetings	Meeting Total	Total
								\$ 300

Signature: Gail Gunn Date: 3/26/24

- Expense Categories**
- A: Public Meeting governed by Brown Act
 - B: Public Event *
 - C: Representation at Public Meeting/Event *
 - D: Representation at 501C3 Board *
 - E: Conference/seminar/Training Program related to District *
 - F: Ad Hoc committee of the Board
 - G: Meeting w/GM or Designee regarding District Operations
 - H: Meeting w/auditors, attorney or consultant retained by District
 - I: Meeting of Local, State or Federal body w/jurisdiction affecting HCSD
 - J: Meeting w/organization with interests in matters involving functions or
 - K: Meeting pre-approved by the Board of Directors
 - * Written or verbal report required to be presented at the next Board meeting
- Mileage 65.5 ¢

HELENDALE COMMUNITY SERVICES DISTRICT BOARD MEMBER EXPENSE VOUCHER

Name: Gail Quinn Pay Period Ending: 3/26/24

Date	Expense Description/Explanation	Miles	Meals	Lodging	Other Expense	Reimburse Y/N	Phone Call Y/N	Expense Category
3/14/24	Board meeting		\$	\$	\$	Y		A
3/18/24	Public meeting governed by Brown Act		\$	\$	\$	N		C
3/19/24	CERT meeting		\$	\$	\$	Y		G
3/21/24	meeting with Robert Gonzalez, Emergency Services Officer, SB		\$	\$	\$	Y		A
3/22/24	meeting with GM regarding district ops		\$	\$	\$	Y		G
3/22/24	Board meeting		\$	\$	\$	Y		A
3/22/24	Public meeting governed by Brown Act		\$	\$	\$	N		G
3/22/24	meeting w/wheryl remade		\$	\$	\$			
3/22/24	small set-up; review and enrollment training classes		\$	\$	\$			
		Total Miles	Total Meals	Total Lodging	Total Other Expense	Total # of Compensable Meetings	Meeting Total	Total
			\$	\$	\$		\$	\$350.

Signature: Hail Quinn Date: 3/26/24

- Expense Categories
- G: Meeting w/GM or Designee regarding District Operations
 - H: Meeting w/auditors, attorney or consultant retained by District
 - I: Meeting of Local, State or Federal body w/jurisdiction affecting HCSD
 - J: Meeting w/organization with interests in matters involving functions or
 - K: Meeting pre-approved by the Board of Directors
 - * Written or verbal report required to be presented at the next Board meeting
- Mileage 65.5¢

HELENDALE COMMUNITY SERVICES DISTRICT BOARD MEMBER EXPENSE VOUCHER

Name

Gail Gullon

Pay Period Ending

4/6/24

Date	Expense Description/Explanation	Miles	Meals	Lodging	Other Expense	Reimburse Y/N	Phone Call Y/N	Expense Category
<i>4/2/24</i>	Event <i>meeting with GM</i>		\$	\$	\$	<i>Y</i>		<i>G</i>
	Description of Public Benefit							
	<i>Discuss Agenda</i>							
<i>4/3/24</i>	Event <i>Town waste management alex and tegan inservice</i>		\$	\$	\$	<i>Y</i>		<i>E</i>
	Description of Public Benefit							
	<i>Farmer's Market</i>							
<i>4/3/24</i>	Event <i>CERT</i>		\$	\$	\$	<i>N</i>		<i>C</i>
	Description of Public Benefit							
<i>4/4/24</i>	Event <i>ALSD mtg</i>		\$	\$	\$	<i>Y</i>		<i>A</i>
	Description of Public Benefit							
	<i>HCSD public mtg</i>							
<i>4/6/24</i>	Event <i>Clean up Day</i>		\$	\$	\$	<i>Y</i>		<i>C</i>
	Description of Public Benefit							
	<i>passed out CSD flyers</i>							
		Total Miles	Total Meals	Total Lodging	Total Other Expense	Total # of Compensable Meetings	Meeting Total	Total
			\$	\$	\$		\$	\$ <i>450.00</i>

Signature *Gail Gullon*

Date

4/6/24

Expense Categories	
A: Public Meeting governed by Brown Act	G: Meeting w/GM or Designee regarding District Operations
B: Public Event *	H: Meeting w/auditors, attorney or consultant retained by District
C: Representation at Public Meeting/Event *	I: Meeting of Local, State or Federal body w/jurisdiction affecting HCSD
D: Representation at 501C3 Board *	J: Meeting w/organization with interests in matters involving functions or
E: Conference/seminar/Training Program related to District *	K: Meeting pre-approved by the Board of Directors
F: Ad Hoc committee of the Board	* Written or verbal report required to be presented at the next Board meeting
	Mileage 65.5 ¢

HELENDALE COMMUNITY SERVICES DISTRICT BOARD MEMBER EXPENSE VOUCHER

Name: GAIL GUINN Pay Period Ending: 4/18/24

Date	Expense Description/Explanation	Miles	Meals	Lodging	Other Expense	Reimburse Y/N	Phone Call Y/N	Expense Category
4/18/24	Event CERT		\$	\$	\$	N		C
4/15/24	Description of Public Benefit Recruitment mtg		\$	\$	\$	Y		E
4/16/24	Event INSERVICE WATER		\$	\$	\$	Y		G
4/16/24	Description of Public Benefit water operations w/ CRAIG CARLSON		\$	\$	\$	Y		C
4/16/24	Event meeting w/ GH		\$	\$	\$	N		
4/16/24	Description of Public Benefit review of agenda		\$	\$	\$	Y		
4/16/24	Event Earth Day		\$	\$	\$	N		
4/18/24	Description of Public Benefit School invited for education/lunch		\$	\$	\$	Y		
4/18/24	Event Board mtg		\$	\$	\$	Y		A
4/18/24	Description of Public Benefit Public Board mtg		\$	\$	\$	Y		
		Total Miles	Total Meals	Total Lodging	Total Other Expense	Total # of Compensable Meetings	Meeting Total	Total
			\$	\$	\$		\$	\$ 300.00
								\$ 450.00

Signature: [Signature] Date: 4/18/24

- Expense Categories**
- A: Public Meeting governed by Brown Act
 - B: Public Event *
 - C: Representation at Public Meeting/Event *
 - D: Representation at 501C3 Board *
 - E: Conference/seminar/Training Program related to District *
 - F: Ad Hoc committee of the Board
 - G: Meeting w/GM or Designee regarding District Operations
 - H: Meeting w/auditors, attorney or consultant retained by District
 - I: Meeting of Local, State or Federal body w/jurisdiction affecting HCSD
 - J: Meeting w/organization with interests in matters involving functions or
 - K: Meeting pre-approved by the Board of Directors
 - * Written or verbal report required to be presented at the next Board meeting

Mileage 65.5¢

HELENDALE COMMUNITY SERVICES DISTRICT BOARD MEMBER EXPENSE VOUCHER

Pay Period Ending 5/21/24

Name GAIL GUNN

Date	Expense Description/Explanation	Miles	Meals	Lodging	Other Expense	Reimburse Y/N	Phone Call Y/N	Expense Category
4/19/24	Ad Hoc meeting Ken		\$	\$	\$	Y		F
4/25/24	mtg w/ GM agenda items		\$	\$	\$	Y		G
4/25/24	Board meeting Budget		\$	\$	\$	Y		A
4/29/24	meeting w/ GM agenda		\$	\$	\$	Y		G
4/30/24	training Alex member cover		\$	\$	\$	N		
		Total Miles	Total Meals	Total Lodging	Total Other Expense	Total # of Compensable Meetings	Meeting Total	Total
			\$	\$	\$		\$	\$ 450.00 <u>50.00</u>

5/21/24

Signature _____ Date _____

Expense Categories

A: Public Meeting governed by Brown Act
 B: Public Event *
 C: Representation at Public Meeting/Event *
 D: Representation at 501C3 Board *
 E: Conference/seminar/Training Program related to District *
 F: Ad Hoc committee of the Board
 G: Meeting w/GM or Designee regarding District Operations
 H: Meeting w/auditors, attorney or consultant retained by District
 I: Meeting of Local, State or Federal body w/jurisdiction affecting HCSD
 J: Meeting w/organization with interests in matters involving functions or
 K: Meeting pre-approved by the Board of Directors
 * Written or verbal report required to be presented at the next Board meeting
 Mileage 65.5¢

HELENDALE COMMUNITY SERVICES DISTRICT BOARD MEMBER EXPENSE VOUCHER

Name

HENRY SPILLER

Pay Period Endng

4-23-2024

Date	Expense Description/Explanation	Miles	Meals	Lodging	Other Expense	Reimburse Y/N	Phone Call Y/N	Expense Category
4/2/24	Event Pre Board Meeting		\$	\$	\$	Y	-	G
	Description of Public Benefit Review of issues discussed at open meeting							
4/3/24	Event Farmers Market		\$	\$	\$	Y	-	C
	Description of Public Benefit Rep @ public meeting							
4/4/24	Event Board Meeting		\$	\$	\$	Y	-	A
	Description of Public Benefit Public Meeting governed by the Brown Act							
4/6/24	Event Clean-up day		\$	\$	\$	Y	-	C
	Description of Public Benefit Rep @ public event							
4/16/24	Event Pre Board Meeting		\$	\$	\$	Y	-	G
	Description of Public Benefit Review of issues discussed at open meeting							
		Total Miles	Total Meals	Total Lodging	Total Other Expense	Total # of Compensable Meetings	Meeting Total	Total
			\$	\$	\$	5	\$	\$ 7500

Henry Spiller
Signature

4-26-2024

Date

Expense Categories

- A: Public Meeting governed by Brown Act
- B: Public Event *
- C: Representation at Public Meeting/Event *
- D: Representation at 501C3 Board *
- E: Conference/seminar/Training Program related to District *
- F: Ad Hoc committee of the Board
- G: Meeting w/GM or Designee regarding District Operations
- H: Meeting w/auditors, attorney or consultant retained by District
- I: Meeting of Local, State or Federal body w/jurisdiction affecting HCSD
- J: Meeting w/organization with interests in matters involving functions or
- K: Meeting pre-approved by the Board of Directors
- * Written or verbal report required to be presented at the next Board meeting

Mileage 65.5 ¢

HELENDALE COMMUNITY SERVICES DISTRICT BOARD MEMBER EXPENSE VOUCHER

Name: HENRY SPILLER Pay Period Ending: 4-23-2024

Date	Expense Description/Explanation	Miles	Meals	Lodging	Other Expense	Reimburse Y/N	Phone Call Y/N	Expense Category
4/16/24	Earth Day Celebration		\$	\$	\$	N	-	C
4/17/24	Rep @ public event		\$	\$	\$	Y	-	C
4/18/24	Board Meeting		\$	\$	\$	Y	-	A
4/20/24	Soccer opening game		\$	\$	\$	Y	-	C
4/25/24	Budget Meeting		\$	\$	\$	Y	-	G
	Meeting with the EM and Staff regarding District Ops							
		Total Miles	Total Meals	Total Lodging	Total Other Expense	Total # of Compensable Meetings	Meeting Total	Total
			\$	\$	\$	4	\$	\$ 600

Signature: Henry Spiller Date: 4-26-2024

- Expense Categories
- A: Public Meeting governed by Brown Act
 - B: Public Event *
 - C: Representation at Public Meeting/Event *
 - D: Representation at 501C3 Board *
 - E: Conference/seminar/Training Program related to District *
 - F: Ad Hoc committee of the Board
 - G: Meeting w/GM or Designee regarding District Operations
 - H: Meeting w/auditors, attorney or consultant retained by District
 - I: Meeting of Local, State or Federal body w/jurisdiction affecting HCSD
 - J: Meeting w/organization with interests in matters involving functions or
 - K: Meeting pre-approved by the Board of Directors
 - * Written or verbal report required to be presented at the next Board meeting
- Mileage 65.5 ¢



Helendale Community Services District

Date: May 16, 2024
TO: Board of Directors
FROM: Kimberly Cox, General Manager
SUBJECT: Agenda item #7

Discussion and Possible Action Regarding Professional Services Agreement with Nobel for GIS Support Services for a period of three years beginning July 1, 2024, through June 30, 2027

STAFF RECOMMENDATION:

Staff recommends approval of the Professional Services Agreement (PSA) with Nobel Systems.

STAFF REPORT:

In 2015, the District sought a professional service agreement to convert the paper maps of the District to an online mapping system. At that time we received quotes from Nobel, Sedaru and ESRI for this conversion. Nobel was the most cost effective option for the District at that time. Nobel began converting the District paper maps received from County to a GIS platform at an initial cost of \$24,600 in FY2014 and additional cost \$24,680 in FY2015 for the development of additional modules to serve the needs of District operations. Prior to the digitization of the District maps, Staff was operating from printed maps in notebooks to find water lines and valves and the wastewater collection system infrastructure. With the conversion work that Nobel completed, Staff now uses an iPad, phone or computer to access District maps rather than paper copies. In addition the program allows for field notes to be added as things are different or modified in the field.

Since the initial work done by Nobel in 2015, the District has contracted with the company annually to maintain the platform and provide support services. The proposed contract is for a three-year term at the current rate of \$15,250 per year for a total cost of \$45,750. The price does not include any inflationary escalators. This includes three licenses for GeoViewer Mobile and unlimited access to GeoViewer Online.

Staff uses GeoViewer for the following functions: Meter maintenance, valve location and maintenance, hydrant location and servicing, blowoff locations, manhole location and maintenance, flushouts, sewer line cleaning and video links, sewer mainline location and water system leaks.

FISCAL IMPACT: \$15,250 per year

POSSIBLE MOTION: Approve the Professional Services Agreement

ATTACHMENTS: Professional Services Agreement

**AGREEMENT FOR SERVICES
BETWEEN
HELENDALE COMMUNITY SERVICES DISTRICT
AND
NOBEL SYSTEMS, INC.**

THIS AGREEMENT is made this 16th day of May 2024 (hereinafter referred to as the “Effective Date”), by and between the HELENDALE COMMUNITY SERVICES DISTRICT, a public agency organized and operating pursuant to California Government Code Section 61000 et seq. (hereinafter referred to as the “DISTRICT”), and NOBEL SYSTEMS, INC., a California corporation (hereinafter referred to as “CONSULTANT”). DISTRICT and CONSULTANT may individually be referred to as “Party” or collectively as “Parties” in this Agreement.

RECITALS

WHEREAS the DISTRICT desires to contract with CONSULTANT to provide services for maintenance and hosting of a Geographic Information System (GIS) for the DISTRICT (hereinafter referred to as “Project”); and

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

WHEREAS CONSULTANT holds itself as duly licensed, qualified, and capable of performing said services for the Project, and that CONSULTANT is customarily engaged in an independently established trade, occupation, and/or business of the same nature as the work to be performed herein; and

WHEREAS this Agreement establishes the terms and conditions for the DISTRICT to retain CONSULTANT to provide the services described herein for the Project.

COVENANTS

NOW, THEREFORE, in consideration of the faithful performance of the terms and conditions set forth herein, the Parties hereto agree as follows:

**ARTICLE I
ENGAGEMENT OF CONSULTANT
AND AUTHORIZATION TO PROCEED**

1.1 **ENGAGEMENT:** The DISTRICT hereby engages CONSULTANT, and CONSULTANT hereby accepts the engagement to perform the Project services described in Section 2.1 of this Agreement for the term set forth in Section 5.1 of this Agreement.

1.2 **AUTHORIZATION TO PROCEED:** Authorization for CONSULTANT to proceed with all or a portion of the Project services described in Section 2.1 of this Agreement will be granted in writing by the DISTRICT as soon as both Parties sign the Agreement and all applicable insurance and other security documents required pursuant to Section 6.3 of this Agreement are

received and approved by the DISTRICT. CONSULTANT shall not proceed with said Project services until so authorized by the DISTRICT and shall commence work immediately upon receipt of the Notice to Proceed.

1.3 NO EMPLOYEE RELATIONSHIP: The Project services to be provided by CONSULTANT are outside the usual course of the DISTRICT's business. CONSULTANT shall perform the Project services provided for herein as an independent contractor, and not as an employee of the DISTRICT. CONSULTANT is not to be considered an agent or employee of the DISTRICT for any purpose and shall not be entitled to participate in any pension plans, insurance coverage, bonus, stock, or similar benefits that the DISTRICT provides for its employees. CONSULTANT shall indemnify the DISTRICT for any tax, retirement contribution, social security, overtime payment, or workers' compensation payment which the DISTRICT may be required to make on behalf of CONSULTANT or any agent or employee of CONSULTANT for work performed under this Agreement.

ARTICLE II SERVICES OF CONSULTANT

2.1 SCOPE OF SERVICES: The Project services to be performed by the CONSULTANT under this Agreement are described in the Scope of Work attached hereto as Exhibit "1" and incorporated herein by this reference (hereinafter referred to as the "Scope of Work"), and shall, where not specifically addressed, include all related services ordinarily provided by the CONSULTANT under same or similar circumstances and/or otherwise necessary to satisfy the requirements of Section 3.3 of this Agreement. In case of conflict between the terms of this Agreement and the provisions of the Scope of Work, this Agreement shall govern.

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

2.3 HOURS AND WORKING CONDITIONS: The DISTRICT is a public entity in the State of California and is subject to the provisions of the Government Code and the Labor Code of the State. It is stipulated and agreed that all provisions of law applicable to public contracts are a part of this Agreement to the same extent as though set forth herein and will be complied with by CONSULTANT. CONSULTANT shall comply with all applicable provisions of the California Labor Code relating to working hours and the employment of apprentices on public works projects. CONSULTANT shall, as a penalty to the DISTRICT, forfeit \$25.00 for each worker employed in the execution of this Agreement by CONSULTANT or by any subcontractor, for each calendar day during which such worker is required or permitted to work more than 8 hours in any one calendar

day and 40 hours in any one calendar week, unless such worker received compensation for all hours worked in excess of 8 hours at not less than 1½ times the basic rate of pay.

ARTICLE III RESPONSIBILITIES OF THE DISTRICT AND OF CONSULTANT

3.1 **DUTIES OF THE DISTRICT:** The DISTRICT, without cost to CONSULTANT, will provide all pertinent information necessary for CONSULTANT's performance of its obligations under this Agreement that is reasonably available to the DISTRICT unless otherwise specified in the Scope of Work, in which case the CONSULTANT is to acquire such information. The DISTRICT does not guarantee or ensure the accuracy of any reports, information, and/or data so provided. To the extent that any reports, information, and/or other data so provided was supplied to the DISTRICT by persons who are not employees of the DISTRICT, any liability resulting from inaccuracies and/or omissions contained in said information shall be limited to liability on behalf of the party who prepared the information for the DISTRICT.

3.2 **REPRESENTATIVE OF DISTRICT:** The DISTRICT designates Kimberly Cox as the person to act as the DISTRICT's representative with respect to the work to be performed under this Agreement. Such a person will have complete authority to receive information and interpret and define the DISTRICT's policies pertinent to the work, although such person will not control or direct the CONSULTANT's work. In the event the DISTRICT wishes to make a change in the DISTRICT's representative, the DISTRICT shall notify the CONSULTANT of the change in writing.

3.3 **DUTIES OF CONSULTANT:** CONSULTANT shall perform the Project work in such a manner as to fully comply with all applicable professional standards of care, including professional quality, technical accuracy, timely completion, and other services furnished and/or work undertaken by CONSULTANT pursuant to this Agreement. The CONSULTANT shall cause all work and deliverables to conform to all applicable federal, state, and local laws and regulations.

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

**ARTICLE IV
PAYMENTS TO CONSULTANT**

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

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

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

**ARTICLE V
COMPLETION SCHEDULE**

5.1 **TERM:** The Term of this Agreement shall begin on the July 1, 2024, and shall continue until June 30, 2027, unless this Agreement is terminated earlier pursuant to the provisions of Section 6.7 below. Notwithstanding the above, the provisions of Sections 1.3, 2.2, 2.3, 3.3 and 3.4 and Articles IV, V, and VI herein shall survive the expiration and/or termination of this Agreement.

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

**ARTICLE VI
GENERAL PROVISIONS**

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

6.2 **SUBCONTRACTORS AND OUTSIDE CONSULTANTS:** No subcontract shall be awarded by the CONSULTANT unless prior written approval thereof is obtained from the DISTRICT. CONSULTANT shall be responsible for payment to subcontractors used by them to perform the services under this Agreement. If CONSULTANT subcontracts any of the work to be

performed, CONSULTANT shall be as fully responsible to the DISTRICT for the performance of the work, including errors and omissions of CONSULTANT's subcontractors and of the persons employed by the subcontractor, as CONSULTANT is for the acts and omissions of persons directly employed by the CONSULTANT. Nothing contained in this Agreement shall create any contractual relationship between any subcontractor of CONSULTANT and the DISTRICT. CONSULTANT shall bind every subcontractor and every subcontractor of a subcontractor to the terms of this Agreement that are applicable to CONSULTANT's work unless specifically noted to the contrary in the subcontract in question and approved in writing by the DISTRICT.

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

- (a) Certificates of Insurance: Prior to commencing services under this Agreement, and in any event no later than ten (10) calendar days after execution of this Agreement, CONSULTANT shall furnish DISTRICT with Certificates of Insurance and endorsements verifying the insurance coverage required by this Agreement is in full force and effect. The DISTRICT reserves the right to require complete and accurate copies of all insurance policies required under this Agreement.
- (b) Required Provisions: The insurance policies required by this Agreement shall include the following provisions or have them incorporated by endorsement(s):
 - (1) Primary Coverage: The insurance policies provided by CONSULTANT shall be primary insurance and any self-insured retention and/or insurance carried by or available to the DISTRICT or its employees shall be excess and non-contributory coverage so that any self-insured retention and/or insurance carried by or available to the DISTRICT shall not contribute to any loss or expense under CONSULTANT's insurance.
 - (2) Additional Insured: The policies of insurance provided by CONSULTANT, except Workers' Compensation and Professional Liability, shall include as additional insureds: the DISTRICT, its directors, officers, employees, and agents when acting in their capacity as such in conjunction with the performance of this Agreement. Such policies shall contain a "severability of interests" provision, also known as "Cross liability" or "separation of insured".
 - (3) Cancellation: Each certificate of insurance and insurance policy shall provide that the policy may not be non-renewed, canceled (for reasons other than non-payment of premium) or materially changed without first giving thirty (30) days advance written notice to the DISTRICT, or ten (10) days advance written notice in the event of cancellation due to non-payment of premium.
 - (4) Waiver of Subrogation: The insurance policies provided by CONSULTANT shall contain a waiver of subrogation against DISTRICT, its directors, officers, employees and agents for any claims arising out of the services performed under this Agreement by CONSULTANT.
 - (5) Claim Reporting: CONSULTANT shall not fail to comply with the claim reporting provisions or cause any breach of a policy condition or warranty of

the insurance policies required by this Agreement that would affect the coverage afforded under the policies to the DISTRICT.

- (6) Deductible/Retention: If the insurance policies provided by CONSULTANT contain deductibles or self-insured retentions, any such deductible or self-insured retention shall not be applicable with respect to the coverage provided to DISTRICT under such policies. CONSULTANT shall be solely responsible for any such deductible or self-insured retention and the DISTRICT, in its sole discretion, may require CONSULTANT to secure the payment of any such deductible or self-insured retention by a surety bond or an irrevocable and unconditional letter of credit.
 - (7) Sub-Contractors: CONSULTANT shall include all sub-contractors as additional insureds under the insurance policies required by this Agreement to the same extent as the DISTRICT or shall furnish separate certificates of insurance and policy endorsements for each sub-contractor verifying that the insurance for each sub-contractor complies with the same insurance requirements applicable to CONSULTANT under this Agreement.
- © Insurance Company Requirements: CONSULTANT shall provide insurance coverage through insurers that have at least an “A” Financial Strength Rating and a “VII” Financial Size Category in accordance with the current ratings by the A. M. Best Company, Inc. as published in *Best’s Key Rating Guide* or on said company’s web site. In addition, any and all insurers must be admitted and authorized to conduct business in the State of California and be a participant in the California Insurance Guaranty Association, as evidenced by a listing in the appropriate publication of the California Department of Insurance.
- (d) Policy Requirements: The insurance required under this Agreement shall meet or exceed the minimum requirements as set forth below:
 - (1) Workers’ Compensation: CONSULTANT shall maintain Workers’ Compensation insurance as required by law in the State of California to cover CONSULTANT’s obligations as imposed by federal and state law having jurisdiction over CONSULTANT’s employees and Employers’ Liability insurance, including disease coverage, of not less than \$1,000,000.
 - (2) General Liability: CONSULTANT shall maintain Comprehensive General Liability insurance with a combined single limit of not less than \$1,000,000 per occurrence or claim and \$1,000,000 aggregate. The policy shall include, but not be limited to, coverage for bodily injury, property damage, personal injury, products, completed operations and blanket contractual to cover, but not be limited to, the liability assumed under the indemnification provisions of this Agreement. In the event the Comprehensive General Liability insurance policy is written on a “claims made” basis, coverage shall extend for two years after the satisfactory completion and acceptance of the Project by DISTRICT.
 - (3) Automobile Liability: CONSULTANT shall maintain Commercial Automobile Liability insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence for any owned, hired, or non-owned vehicles.
 - (4) Professional Liability: CONSULTANT shall maintain Professional Liability insurance covering errors and omissions arising out of the services performed by the CONSULTANT or any person employed by him, with a

limit of not less than \$1,000,000 per occurrence or claim and \$1,000,000 aggregate. In the event the insurance policy is written on a "Claims made" basis, coverage shall extend for two years after the satisfactory completion and acceptance of the Project by DISTRICT.

- (5) Property Coverage – Valuable Papers: Property coverage on an all-risk, replacement cost form with Valuable Papers insurance sufficient to assure the restoration of any documents, memoranda, reports, plans or other similar data, whether in hard copy or electronic form, relating to the services provided by CONSULTANT under this Agreement.

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

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

To DISTRICT: Helendale Community Services District
26540 Vista Road, Suite B
P.O. Box 359
Helendale, CA 92342
Attn: General Manager

To CONSULTANT: Nobel Systems, Inc.
1030 Nevada St, Ste 202
Redlands, CA 92374
Attn: Michael Samuel

6.6 CONSULTANT'S ASSIGNED PERSONNEL: CONSULTANT designates to have immediate responsibility for the performance of the work for the Project and for all matters relating to performance under this Agreement. The substitute of any assigned personnel shall require the prior written approval of the DISTRICT. If the DISTRICT determines that a proposed substitution is not acceptable, then, at the request of the DISTRICT, CONSULTANT shall substitute with a person acceptable to the DISTRICT.

6.7 TERMINATION:

- (a) The DISTRICT may terminate this Agreement or abandon any portion of the Project, with or without cause, upon written notice thereof to CONSULTANT. CONSULTANT may terminate its obligation to provide further services under this Agreement upon thirty (30) calendar days written notice only in the event of substantial failure by the DISTRICT to perform in accordance with the terms of this Agreement through no fault of the CONSULTANT.

- (b) In the event of termination of this Agreement, or abandonment of any portion of the Project by the DISTRICT, the DISTRICT shall be immediately given title to all original drawings and other documents developed for the Project, and the sole right and remedy of CONSULTANT shall be to receive payment for all amounts due and not previously paid to CONSULTANT for services completed or in progress in accordance with the Agreement prior to such date of termination. If termination occurs prior to completion of any task for which payment has not been made, the fee for services performed during such task shall be based on an amount mutually agreed to by the DISTRICT and CONSULTANT. Such payments available to the CONSULTANT under this paragraph shall not include costs related to lost profit associated with the expected completion of the work or other such payments relating to the benefit of this Agreement.

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

6.9 INDEMNITY:

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

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

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

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

- (a) CONSULTANT shall take all precautions necessary for the safety of, and prevention of damage to, property on or adjacent to the Project site, and for the safety of, and prevention of injury to, persons, including DISTRICT's employees, CONSULTANT's employees, and third persons. All work shall be performed entirely at the CONSULTANT's risk. CONSULTANT shall comply with the insurance requirements set forth in Section 6.3 of this Agreement.
- (b) CONSULTANT shall also furnish the DISTRICT with a copy of any injury prevention program established for the CONSULTANT's employees pursuant to California Labor Code Section 6401.7, including any necessary documentation regarding implementation of the program. CONSULTANT hereby certifies that its employees have been trained in the program, and procedures are in place to train employees whenever new substances, processes, procedures, or equipment are introduced. CONSULTANT shall demonstrate compliance with California Labor Code Section 6401.7 by maintaining a copy of its Injury and Illness Prevention Plan at the Project site and making it available to the DISTRICT.

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

6.12 OWNERSHIP OF SOFTWARE:

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

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

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

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

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

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

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

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

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

CONSULTANT

DISTRICT

By: _____
Michael Samuel, President
Nobel Systems, Inc.

By: _____
Henry Spiller, President
Helendale Community Services District

EXHIBIT 1

SCOPE OF WORK.

CONSULTANT agrees to perform all work and services in strict accordance with the work described here below and are more particularly described in the Scope and Cost Proposal attached hereto as Exhibits “A” through “H” and incorporated herein by reference. All work performed by the CONSULTANT shall be subject to review and approval by the District. The District shall have no obligation to approve any work found defective by the District, in its sole discretion.

1.1 **Hardware.** CONSULTANT shall procure and maintain all necessary computer hardware to always provide the District with access to all District data on the GeoViewer cloud applications during the Agreement, except during the mutually agreed-upon time frame for system maintenance as described in Exhibit “F”.

At all times during this Agreement, CONSULTANT shall provide the District with complete redundancy for all hardware being provided by CONSULTANT, including a secure tier 4 colocation facility with an application hardware uptime of 99.99%.

1.2 **Software.** CONSULTANT shall provide the appropriate licenses to the District to access all District data in the GeoViewer cloud applications for GeoViewer Online and GeoViewer Mobile twenty-four (24) hours a day and seven (7) days a week apart from the mutually agreed-upon time frame for system maintenance as described in Exhibit “F”; and

As a material term of this Agreement, CONSULTANT agrees that the software and applications provided to the District will meet all the functionality of all the features contained in Exhibit “B”; and

1.3 **Technical Support and Training.** CONSULTANT shall provide the District with all required technical support and training on the use of all GeoViewer applications in accordance with the requirements contained in Exhibit “C”; and

1.4 **Performance Requirements.** CONSULTANT shall always maintain the GeoViewer system to meet the performance specification contained in Exhibit “F”.

2. **Correction of Defective Work.** CONSULTANT agrees to correct all labor or materials found defective by the District at its sole cost and expense. All work found defective by the District shall be corrected at the time specified by the District by written notice to CONSULTANT.

3. **Subscription Fees and Price for Work.** CONSULTANT agrees to perform all work described in Exhibits “A” through “H” for an annual subscription fee per the following schedule: **\$15,250** per year effective **July 1, 2024**.

No increase in this price shall be allowed without the express written consent of the District. The District shall have no obligation to grant this consent and may deny consent to any price increase, in its sole discretion.

4. **Payment for Work.** Other than the annual subscription fee, which will be invoiced in June for payment in July, CONSULTANT shall bill the District monthly for all labor and materials provided during the previous month. All billings shall include a complete description of all work completed during the previous month, including hours and costs of each person performing time and materials work and shall also include a detailed description of progress to date on each task of work described in Exhibits B” All bills shall be subject to review and approval by the District. Invoices approved by the District will be paid monthly thirty (30) days after the invoice has been approved by the District. The District shall have no obligation to pay for any work not expressly approved by the District. The District’s approval shall not be unreasonably withheld. CONSULTANT shall provide the District with any additional information

requested by the District from time to time to support any item contained on an invoice no later than seven (7) days after a written request for this information from the District. Work which includes “GeoViewer Online” and “GeoViewer Mobile” service hosting subscription.

5. **Extra Work.** The District may request additional work or services from CONSULTANT from time to time, as the District shall determine, in its sole discretion. CONSULTANT shall not commence any extra work without a written change order expressly approved by the District, in writing. Work performed by the CONSULTANT without an approved change order signed by the District will not be paid for by the District. In the event the District determines that additional work is justified, the parties shall agree on the additional work to be performed and the price to be paid for this additional work prior to commencement of any additional work by the CONSULTANT. It is understood by the parties that CONSULTANT shall not be entitled to any payment for extra work unless the District determines that it desires extra work to be performed and a written change order has been executed by the parties. Examples of extra work such as “Adding Additional Modules”, “GIS Data Updates” Etc.

6. **Software Licenses.** It shall be the sole responsibility of CONSULTANT to ensure that all appropriate hardware and software licenses have been obtained by CONSULTANT for the GeoViewer system at CONSULTANT’s sole cost and expense which shall be the responsibility of the District to obtain. CONSULTANT agrees to hold harmless, indemnify, and defend the District and its directors, officers, employees, agents, and independent contractors from and against any and all liability, claims, causes of action, suits, actions, damages, losses, costs, fees, expenses, fines, and penalties, of whatever type or nature, including all costs of defense and attorney fees, based upon any claim that CONSULTANT has misappropriated or engaged in the unlawful use of any intellectual property, trade secret, patent, trademark, hardware, or software for the GeoViewer system belonging to any other person or entity, except claims and causes of action caused by the sole active negligence or intentional misconduct of the District or its directors, officers, employees or agents. In the event that any administrative proceeding, litigation or arbitration is instituted naming the District or any other indemnified parties as a defendant, the District and such other indemnified party shall be entitled to appoint their own independent counsel to represent them, and CONSULTANT agrees to pay all reasonable attorney’s fees,

expert fees and costs, District staff time and litigation costs associated with this defense within thirty (30) days of any billing.

7. **Use of CONSULTANT's Software by the District.** As part of this Agreement, CONSULTANT may create software applications that are specifically designed by CONSULTANT for the District's use. Except in the case of any breach of this contract by CONSULTANT, CONSULTANT shall retain all proprietary rights to this software. However, in the event that CONSULTANT, its successors or assigns breaches any terms, covenant, or condition of this Agreement, all proprietary software created by CONSULTANT, its successors or assigns for the District in accessing any District data on the GeoViewer system shall become the sole property of the District and the District shall have the express right to the use and transfer of all such proprietary software as determined appropriate by the District in its sole discretion.

8. **Database Backup Copies and Updates to be Provided to the District.** As a material term of this Agreement, CONSULTANT shall provide a complete set of up-to-date data for mapping, imaging, and database systems on an annual basis every July. Data will be posted in our secured Box.com link and provided access to Districts to download the data.

9. **Product Updates and New Releases.** CONSULTANT, its successors, or assigns shall promptly notify the District, in writing or via e-mail, of any new updates or releases pertaining to the GeoViewer system that has been developed by CONSULTANT, its successors or assigns.

10. **Standard of Care.** In performing all work and services required by this Agreement, CONSULTANT agrees to use the highest degree of skill and expertise ordinarily exercised, under similar circumstances, by GIS design, integration, and data conversion experts with expertise in design, operation, integration, and maintenance of a GIS system and the other services described in the Scope and Cost Proposal attached as Exhibits "A" through "H" including project management and administration. As a material term of this Agreement, CONSULTANT warrants and represents that it has secured all licenses required by federal or California law to perform all work and services required by this Agreement. CONSULTANT agrees to perform all

work always required by this Agreement in strict accordance with all applicable federal, state, and local laws and regulations which apply to the labor or materials being provided.

11. **Work Performance Standards.** CONSULTANT agrees to perform all work and services required by this Agreement in a manner which complies with all federal and state health and safety standards and in a manner which avoids damage or injury to any real or personal property of any person or entity, including any real or personal property of the District. CONSULTANT agrees to always perform the work in a manner which avoids the creation of any trespass or private or public nuisance during the conduct of the work.

12. **Liability for Work of Agents, Independent Contractors, and Subcontractors.** CONSULTANT shall be solely liable and responsible for all labor and materials provided by any director, officer, agent, employee, subcontractor, supplier, or independent contractor hired or retained by CONSULTANT to perform any work or to provide any materials or supplies. The District shall have no liability whatsoever for any work or services performed or any materials or supplies provided by CONSULTANT or its directors, officers, agents, employees, subcontractors, suppliers, or independent contractors.

Exhibit A

Minimum Hardware:

The GeoViewer cloud applications do not require any server infrastructure. Since the GeoViewer Mobile application only works on iOS at this time, field crews will require Apple iPhones or iPads. GeoViewer Desktop application will require Internet Explorer version 11+ at the minimum, and will work on all major browsers, including IE Edge, Google Chrome, Mozilla Firefox.

Nobel has always researched and sought to use the latest and greatest technologies to provide better service to our customers. For this reason, Nobel Systems set out on an extensive R&D effort and decided to shift to the MapBox to host the data. Nobel Systems uses powerful NodeJS servers and utilizes the technologies of top cloud service providers (AWS and Google) and has branched out into the new Internet of Things Space. All these efforts resulted in a dramatic improvement of speed, performance, and overall efficiency of Nobel applications. Nobel is constantly researching and will develop newer tools every month.

The District will have unlimited licenses/users to access GeoViewer Online and 3 licenses of GeoViewer Mobile as a part of this agreement.

Exhibit B

Nobel will provide the appropriate licenses to District to access its data using the following software:

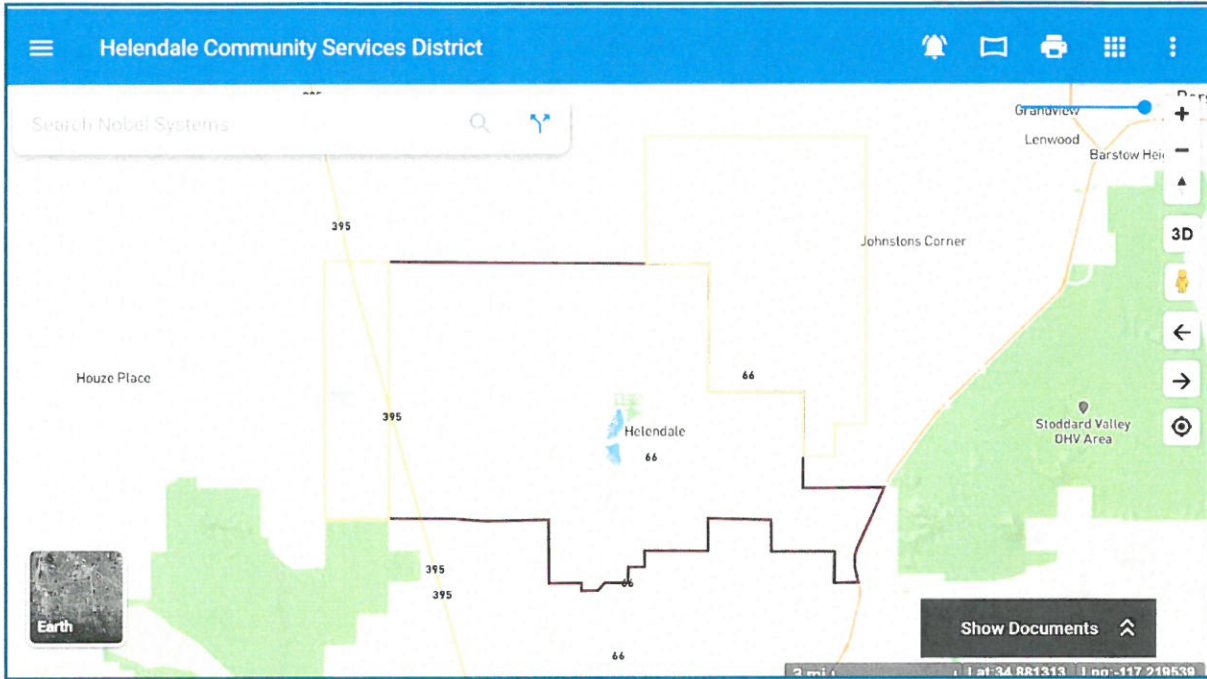
Base GIS application (GeoViewer Online and GeoViewer Mobile) – See description below

The GeoViewer cloud platform utilizes NoSQL as its primary data store to manage big data quickly and efficiently. Most utilities have changing needs as they grow with their enterprise software. They need to add new fields to run reports, modify their business intelligence dashboards, etc. Nobel NoSQL database allows for these changes to be made quickly and easily. The system shall be capable of allowing public access but shall not allow public access except as directed by the District.

GeoViewer Online:

Nobel's cloud solution, GeoViewer Online, is hosted on servers in a secure tier-4 colocation data facility with an application availability uptime rating of 99.99%. GeoViewer supports the use of several browsers including Google Chrome, Internet Explorer (Version 11+), Firefox, and Safari.

Nobel will provide enterprise level access to the District with individual secure user ID's to manage and distribute to department employees for accessing the GeoViewer Online service. Based upon user ID and associated Groups the end-users will have access to departmental spatial datasets, Google imagery, Google street view and other local government geospatial data through



a user-friendly interface. Each user will have unlimited use of GeoViewer Online for as long as the contract remains in force.

Interface: The system is intuitive, user friendly and graphically oriented so that it could be used by anyone without prior training in GIS

- **Performance:** Quick load of data that averages to less than 5 seconds load and/or refresh time for large datasets such as aerial photographs
- **Flexibility & Scalability:** The system could be easily customized to accommodate the present and future needs of any client.
- **Reliability:** Nobel hosting services and application (GeoViewer Online) are available 24 hours a day and seven days a week (24/7)
-

- **Accessibility Control:** Access to the application and user rights are protected by password; public (password-free) access to selected or all GIS data layers could be provided, if desirable
- **IT Friendly:** Nobel GeoViewer Online requires basic IT knowledge and computer technical specifications to install, maintain and update –if hosted in client’s servers
- **Free of Proprietary or Third-Party Software:** It does not require any third party or proprietary software on the client–end (user).

Industry Best practices and platform:

The GeoViewer approach to this objective is quite simple. GeoViewer offers an easy-to-use, intuitive interface to Geographic information Systems that provides the casual user with the ability to access the information they need with little or no formal training.

The main objectives of the system include,

- Ability for non-GIS staff to use the system effectively with less than four hours of training.
- Provide access to interactive Water atlas maps from staff desktops through web browser.
- Locate and view an area of interest anywhere within the service area.
- Provide secured access to only authorized users.
- Map updates are seamlessly delivered to system users without any lag time.
- Provide an extensible system that can be enhanced to provide broader functionality and adapt to future software and functionality enhancements.
- Enable direct integration with geographic data repositories, asset management information, linked image libraries, and other information associated with water system infrastructures.

The GeoViewer was designed with the following assumptions in mind:

- Casual GIS users want fast, easy access to relevant information.
- Casual GIS users do not have the time or desire to learn about topology, Shapefiles, ARC/INFO, theories of GIS, etc.
- Casual GIS users do not want to have to add themes, assign colors, change theme properties, etc.
- Casual GIS users do not want to be bothered with the task of doing map composition. They would much rather print their maps with a standardized template.
- Casual GIS users do not typically need to make large maps themselves and are perfectly happy printing an 8 1/2 by 11 map on a laser or ink jet printer. For the more advanced users, GeoViewer Online Supports multiple paper sizes that is only restriction is the clients printing device.
- Casual GIS users’ needs are simple -- They need GeoViewer.
- GeoViewer is a robust and easy to use Enterprise Geographic Information Interface.

GeoViewer is extremely flexible and can be tailored to any dataset.

We at Nobel Systems strongly believe that the functionality provided by GeoViewer will satisfy the needs of the District. The list of features provided by GeoViewer includes but not limited to:

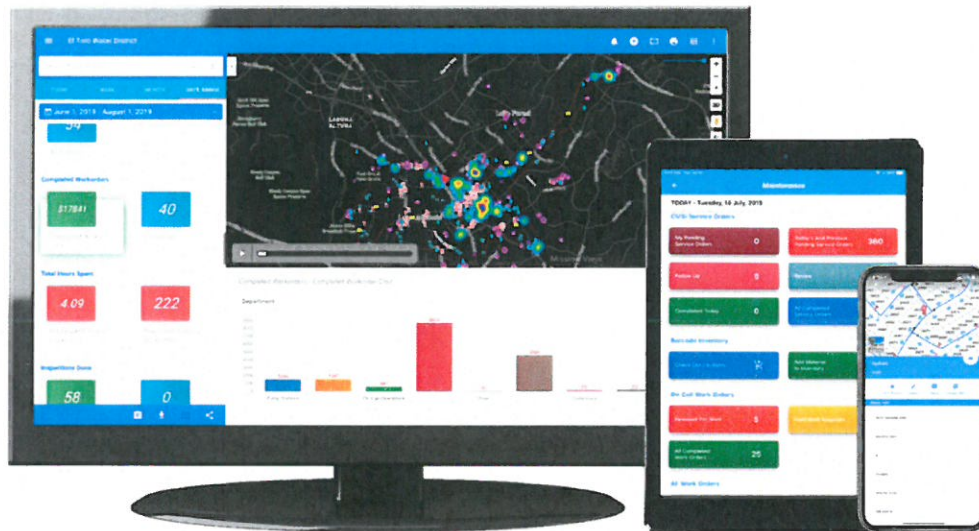
Standard GeoViewer Features:

- Standard map navigation includes pan, zoom in and zoom out, full extent.
- Layer Display
- Creation of Spatial Bookmark
- Google Street View
- Vicinity map that can be used to set the extent of main map, pan the main map, and display the current extent of the main map.
- Property Search. Search by parcel number, situs address, or owner name.
- Supports ESRI Shapefiles, Coverages, Geodatabases, and CAD Drawings
- Also supports a wide variety of images including MrSid.
- Intuitive Select Toolbar. Select multiple features in multiple themes and:
- Find features within a specified distance and generate mailing labels.
- Measure area and length.
- Display contents of the selected set in a table format.
- Print map with a title, scale, and neat line.
- Link any number of layers to unlimited number of external databases.
- Hyperlink scanned documents to features for easy retrieval.
- GPS location
- Legend and Search Option for Parcels, Valve Number etc.

Nobel Systems has customized the application to include the following:

- Water facilities
- Easement GIS database
- Parcel and street Landbase
- District Election boundaries
- Other District GIS layers

GeoViewer Mobile:



By leveraging the latest smart-map and synchronization technology, Nobel's GeoViewer Mobile' is easy to use and was designed to streamline field workflow processes to help manage day-to-day operations. GeoViewer Mobile's advanced technology allows field staff to view, analyze and collect data, online or offline without ever having to worry about impractical syncing procedures. GeoViewer Mobile extends smart map technology beyond the office and provides staff with real-time data to make accurate decisions and collaborate in both office and field environments. Nobel understands the value of mobile mapping to organizations needing immediate access to real-time information, regardless of location, and offers a range of tools that help your staff make informed decisions in the field. GeoViewer is accessible on any device, providing unparalleled service to staff on the go or working in the field. GeoViewer Mobile integrates with existing ERP business systems, SCADA, CMMS, CIS, GPS, LIMS, CCTV, and other enterprise systems. Manage information ranging from open work orders from CMMS to viewing latest SCADA measurements on telemetry equipment

Powerful Functionality:

- Online/Offline Work Modes
- Search, Display, Redlining, Bookmarks, Pan, Zoom
- Identify & View Object Locations & Asset Data
- View Customer Data, Work History, Service Calls, As-Built De-sign Drawings, and more
- Process Driven Modules for Daily Field Work Order, Inspections and Condition Assessment data collection.
- Integrated GPS & Camera for Field Data Collection & Stream-lined GIS Updates
- Custom GeoViewer Modules are available for USA Dig Alert, Work/Service Order Management, Valve Isolation Analysis, Leak Data Collection and Hydrant Flushing data collection.
- District can view the data that were collected in the field through iPad and generate the reports by using GeoViewer online application.

Exhibit C

Nobel will provide tech support in accordance with Exhibit C

- 1) Types of support
 - a) Phone – From 6.30 AM to 7 PM Monday through Friday

 - b) On-Site – upon request, up to one visit per month at no charge.

 - c) Email - Nobel shall respond to email requests for information within 24 hours.

 - d) Problem Resolution System - Nobel shall provide a problem and resolution (PAR) tracking mechanism, which documents issues or data content anomalies, which require review and resolution by Nobel. Typically, PAR forms are generated as needed, reviewed by the project manager, and then forwarded to Nobel.

- 2) The amount of support shall be unlimited.

- 3) Communication support and configuration - Nobel, while not strictly liable for communication system performance, shall provide a good faith effort to assist the District in configuring a communication system that will interface with Nobel's system and achieve maximum speed of data transfers.

- 4) Training – Annually, Nobel will provide a one-day training seminar once a year at the District's office at no extra charge.

Exhibit D

Nobel will provide map update and data conversion services in accordance with the following:

1) **Annual base map update** – Nobel will update the base map data provided by Los Angeles County within 60 days of receipt of this data on an annual basis. All required database adjustments shall be included in this update process. This annual update shall be performed at no cost to the District.

2) Hourly Costs for time & materials-based work

a) Project Director	-	\$180 per hour
b) Project Manager	-	\$160 per hour
c) Systems Architect	-	\$130 per hour
d) Senior Applications Developer	-	\$150 per hour
e) Senior GIS Analyst	-	\$100 per hour
f) Bangalore support services	-	\$50 per hour

All direct costs are included.

Exhibit E

Nobel will provide Data updates in accordance with the following:

- 1) **Digital Images** - Nobel will provide a system that District staff can use to link digital images to various features in the GIS system. Nobel would expect that approximately 250 JPEG images of 5 MB size per each would be uploaded to the system. An indexing system shall be devised so that these images can be retrieved in an orderly manner. The images will be emailed to Nobel Systems, to a predetermined email address, dedicated to receiving image files.

- 2) **Database copies** - Nobel shall provide a complete set of up-to-date data for mapping, imaging, and database systems on an annual basis. This data shall be provided on **Box.com** or any other shared link and shall be labeled with the nature of the data and the date.

Exhibit F

Performance Requirements:

- 1) **System Uptime** – the District shall always have access to the GIS data except during allowable maintenance time periods set forth below:
 - a) Weekdays – 12:00 AM to 2:00 AM
 - b) Weekends, holidays – 10:00 PM to 2:00 AM

- 2) **Emergency restart** – If the District has an emergency need for data during one of the allowable maintenance periods, Nobel shall restart the system and provide access within 30 minutes of notification by telephone.

- 3) **Liquidated damages** – Nobel shall not be held liable for any liquidated damage caused by the system being out of service.

- 4) All data on the remote system shall be encrypted. All communication from device to data center shall be encrypted.

- 5) The remote system should provide for multiple backups or checkpoints of District data.

EXHIBIT G

1.SUBSCRIPTION FEES:

YEARLY SUBSCRIPTION FEES: **\$15,250** per year with effect from July 1, 2024.

GeoViewer Modules	Costs
GeoViewer Online (Enterprise License)	\$5,750.00
GeoViewer Mobile (3 Licenses)	\$7,500.00
GeoViewer Daily Production Reads Module	\$2,000.00
Grand Total	\$15,250.00



Helendale Community Services District

DATE: May 16, 2024
TO: Board of Directors
FROM: Kimberly Cox, General Manager
SUBJECT: Agenda item #8
Discussion and Possible Action Regarding Community Center Projects and Funding

STAFF RECOMMENDATION:

Staff seeks input regarding this item.

STAFF REPORT:

On May 4, 2023, the Board discussed a list of potential projects at the Community Center. Attached for the Board's information is the staff report. Discussed at that meeting were the following projects:

Seal coating the new parking lot: This project was completed at a cost of \$18,300.

Asphalt repair of area in front of building: Instead of a major repair/replacement of the asphalt, the contractor recommended a seal coat that would extend the life of the asphalt for up to three years. This cost was included in the above item.

Card lock door system: Bids were received but it was determined by Staff to be too costly for the minor convenience it would provide. Staff is still evaluating the possibility of doing this project in-house.

ADA accessible Door for Unit C: This project was determined to be too costly. There is no current requirement to make the door ADA accessible.

Doorway from Kitchen to Unit D: This project was completed at a cost of \$2850.

Front office enclosure: This project was completed at a cost of \$7581.

Community Center Roof:

The purpose of this portion of the staff report is to discuss a cost sharing arrangement to help pay for the expensive roof project. The goal is so the Park fund does not have a negative ending fund balance at the end of the fiscal year. Any negative balance is backfilled from the wastewater fund as a loan in order to balance the books for year-end closing.

The Board approved a contract to replace the Community Center roof in 2023. The amount paid to date is \$328,277 with the 10% contingency remaining to be distributed, for a total transaction amount of \$361,102. Currently, the park fund is at a negative \$145,174 due to this large expenditure from the fund. Staff would like to propose several cost-sharing options for consideration by the Board:

- 1) **Interest earnings** from District investments be used to offset this deficit. As of March interest earnings on investments was \$168,414 with approximately \$65,000 used for the purchase of the new stake-bed truck leaving a balance of approximately \$103,414 as of March. By June, with one more quarter of interest earning, the amount will be higher. This could be used to help offset the deficit in the Park Fund caused by the project expense.
- 2) Apply the **property maintenance reserve** fund with a balance of \$136,761 to offset the cost of the roof. This could be used to help offset the deficit in the Park Fund caused by the project expense.
- 3) **Split the Park deficit 50/50** between the interest earned and the property reserve fund with \$72,587 paid by each fund. The Property reserve fund was set up to pay for any costly maintenance at the District owned rental units, however, the Board may reallocate these monies to other areas as well. Previously the remaining balance in this fund was transferred annually to the Park Fund.
- 4) **Split the total project cost 3 ways** and have 1/3 of the \$361,102 paid by each the Park Fund, Property Fund and Interest earned amount with each paying \$120,367. This would reduce the park's current deficit to a positive \$95,560 (based upon March financials); the property fund would have a remaining balance of \$16,393, and the Interest-Earned balance would be \$48,047.
- 5) Any additional options from the Board.

FISCAL IMPACT: As outlined in the staff report.

REQUESTED ACTION: Approve an option for funding for Community Center Roof Repair as outlined in the Staff Report

ATTACHMENTS: Staff Report dated May 4, 2023



Helendale Community Services District

Date: May 4, 2023
TO: Board of Directors
FROM: Kimberly Cox, General Manager
SUBJECT: Agenda item #9
Discussion Only Regarding Community Center Improvements

STAFF RECOMMENDATION:

Staff seeks input regarding this item.

STAFF REPORT:

The Community Center is an increasingly active facility. As such, this agenda item discusses previous considerations by the Board related to improvements as well as new maintenance and improvements for the Board's consideration. Based upon the discussion the Park Capital Improvement Plan may be modified to incorporate the direction.

Necessary maintenance

Seal Coat:

The new asphalt needs to have a seal coat completed which will also require new striping. In addition, there are cracks in the asphalts due to normal expansion and contraction per the District's consulting engineer. The seal coat and striping will cost approximately \$18,000-\$22,000, however, the crack seal will increase the costs. This has not previously been discussed with the Board and may still be under the General Manager's signing authority with the crack seal added.

Asphalt Repair:

The front of the Community Center is in need of an asphalt overlay or grind and replace as determined by the District's consulting engineer. The asphalt had not been maintained prior to the District purchasing the property and has continued to degrade in the year since. Staff does not have an estimate on this work but will proceed at the direction of the Board. This item is scheduled in the Capital Improvement Plan for FY24 in the amount of \$40,000. Staff will have the District engineer prepare the bid specifications for this work.

Improvements

Card Lock Door System for the Community Center:

This item has not previously been discussed with the Board. Staff has secured several quotes for a card lock system for the community center. This will enhance access for the growing uses of Units C & D as well as simplify issuance of keys. Cards can be deactivated when the use is over. A deposit for the keycard can be charged which will cover the replacement costs if lost. Appropriate

Staff would be issued an access card in place of a key. This option for the front doors of the Community Center is between \$11,000 - \$18,000. This item was added to FY23 CIP for \$20,000 but has not been discussed in detail at the Board level. Staff seeks input from the Board as to whether this option should be pursued or not.

ADA Door for Unit C:

The Senior Center asked if the front door could be equipped with a push button opener for ADA access. Staff received quotes of up to \$4,000 - \$8,000 but none includes the electrical work that will be required. Electronic doors are maintenance intensive and will require regular servicing. The building is grandfathered in and the upgrade is not required. Staff seeks input from the Board regarding this item.

Doorway from Kitchen to Unit D:

A previous vendor was to install a doorway between Units C & D to allow the use of the kitchen facility for either unit. That option was not completed and the vendor has since relocated. Staff believes that this option would increase the usability of Unit D for a minimal cost. Unless there are objections from the Board regarding this item, Staff will proceed with completing the work.

Front office enclosure:

During COVID staff installed a makeshift sanitary separation between the public side of the front counter and the staff side. Over time, Staff has come to appreciate this barrier for sanitary reasons and would like to keep it. Secondly, there is a half door that accesses the front office that Staff would like to replace with a full-size secure glass door. Currently anyone can reach over the half door and unlock it and access the admin area. From time to time there have been challenging situations involving angry customers that has caused the front office staff to feel unsafe due to the threats and aggression exhibited towards them. For safety and sanitary reasons staff has secured quotes for a front office enclosure that would install permanent glass in the customer service area and a glass entry door to access the office area. The quotes for a glass enclosure and secure door range from \$7,500 - \$9,611.

FISCAL IMPACT: Various

ACTION: None

ATTACHMENTS: None



Helendale Community Services District

DATE: May 16, 2024
TO: Board of Directors
FROM: Kimberly Cox, General Manager
SUBJECT: Agenda item #8

Discussion and Possible Action Regarding Adoption of Resolution 2024-06: A Resolution of the Board of Directors of the Helendale Community Services District Establishing the Repayment of Interfund Loan from the Wastewater Fund to the Park Fund

STAFF RECOMMENDATION:

Staff seeks input from the Board regarding the proposed resolution.

STAFF REPORT:

Interfund loans are an acceptable practice but should be used judiciously. However, the action must be memorialized in a formal way to affirm the debt amount and the payback arrangements.

In June 2018, Resolution 2018-01 was adopted that memorialized the loan amount of \$1,160,0944 owed by the Park fund. At that time, the Wastewater facility was under a Board order to expand the secondary irrigation area. As part of the repayment agreement 35 acres of the park property and associated value and debt were transferred to Wastewater. The recommended annual repayment amount was \$93,737.72, including interest to pay the debt off in 10 years. However, the Board elected to extend the repayment period to 20 years with no interest which reduced the proposed annual repayment amount to \$42,100. Additionally, the start of the repayment was delayed by one year, until FY2020. The approved repayment amount has been programmed into the budget since June 2019.

Currently the amount due to Wastewater per the FY23 audit is \$715,707. Staff is proposing that the Board consider a 10-year payoff of this amount. The reasoning behind this request is twofold: Restore the Wastewater reserve fund; and Park projects are minimal at this time with the major projects at the Community Park having been completed. The Park is primarily in maintenance mode with minimal capital expenditure. The annual repayment contemplated in the proposed Resolution is \$71,571.

FISCAL IMPACT: Expense of \$71,571 per year programmed in the Park budget

REQUESTED ACTION: Adopt Resolution 2024-06.

ATTACHMENTS: Page 13 excerpt from FY 23 showing amount due to Wastewater.

Helendale Community Services District
Balance Sheets – Governmental Funds
June 30, 2023

	<u>General</u>	<u>Property Rental</u>	<u>Parks and Recreation</u>	<u>Recycling Center</u>	<u>Total Governmental Activities</u>
Assets:					
Cash and investments	\$ 239,381	152,616	430,415	11,834	834,246
Accrued interest receivable	8,209	-	-	-	8,209
Accounts receivable – services	14,230	-	-	-	14,230
Accounts receivable – grants	-	-	43,087	-	43,087
Property taxes and assessments receivable	3,818	-	690	-	4,508
Prepays	9,510	-	1,003	184	10,697
Total assets	\$ 275,148	152,616	475,195	12,018	914,977
Liabilities:					
Accounts payable and accrued expenses	\$ 24,186	2,866	9,004	5,847	41,903
Accrued salaries and related payables	38,364	-	3,354	4,741	46,459
Customer deposits and unearned revenue	1,700	12,989	120	-	14,809
Due to other funds	-	-	715,707	-	715,707
Total liabilities	64,250	15,855	728,185	10,588	818,878
Fund balance (note 11):					
Assigned	-	-	(252,990)	1,430	(251,560)
Unassigned	210,898	136,761	-	-	347,659
Total fund balance	210,898	136,761	(252,990)	1,430	96,099
Total liabilities and fund balance	\$ 275,148	152,616	475,195	12,018	914,977

Continued on next page

See accompanying notes to the basic financial statements.



RESOLUTION NO. 2024-06

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE HELENDALE COMMUNITY SERVICES DISTRICT
ESTABLISHING THE REPAYMENT OF INTERFUND LOAN FROM THE WASTEWATER FUND TO THE
PARK FUND AND EXCHANGE OF CERTAIN REAL PROPERTY FROM PARK TO WASTEWATER**

WHEREAS, the Helendale Community Services District (“District”) assumed responsibility for water, sewer and park services in December 2006, with funds from San Bernardino County Special Districts distributed between the Water and Wastewater Funds; and

WHEREAS, the Park Fund purchased building assets and improved the Helendale Community Park infrastructure in excess of its operating revenue available; and

WHEREAS, the only source of funds available in the short term was to borrow from the Wastewater Fund Reserve to fund improvements as described; and

WHEREAS, the Fiscal Year 2017 annual audit provided by Fedak & Brown, CPA’s, stated the amount owed by the Park Fund to the Wastewater Fund as \$1,160,944; and

WHEREAS, a payback method is required to establish the means and timeframe to repay the Wastewater Fund; and

WHEREAS, pursuant to Attachment C of Resolution No 2018-01 adopted by the District’s Board of Directors (“Board”) on June 21, 2018, the Park Fund has been paying back to the Wastewater Fund the sum of \$42,100 annually; and

WHEREAS, in an effort to pay off the debt of \$715,707 within a 10-year timeframe, the repayment amount should be increased to \$71,571 per year beginning with Fiscal Year 2025.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Helendale Community Services District desires to establish the following repayment schedule for the Park Fund:

- A. The Park Fund shall repay the Wastewater Fund the sum of \$71,571 per fiscal year until the interfund loan balance of \$715,707 is repaid as outlined in Attachment A incorporated herein by this reference.
- B. Any additional operating fund borrowing during any subsequent fiscal year will require adoption of a new resolution acknowledging the outstanding balance and the repayment terms.

- C. Each budget will include a line item repayment to the Wastewater Fund in accordance with the repayment plan outlined in Attachment A.
- D. During any fiscal year, the Board can adjust the annual repayment amount if extraordinary revenue or expenses exist.
- E. Adoption of this Resolution rescinds Resolution No. 2018-01 adopted by the Board on June 21, 2018.

APPROVED AND ADOPTED this 16th day of May, 2024.

AYES: _____

NOES: _____

ABSTAIN: _____

ABSENT: _____

By: _____
Henry Spiller, President

Attest: _____
Clerk of the Board

EXHIBIT A

Repayment Schedule Park Loan Balance of \$715,707

Fiscal Year	Payment	Balance
FY25	\$71,571	\$644,136
FY26	\$71,571	\$572,565
FY27	\$71,571	\$500,994
FY28	\$71,571	\$429,423
FY29	\$71,571	\$357,852
FY30	\$71,571	\$286,281
FY31	\$71,571	\$241,710
FY32	\$71,571	\$143,139
FY33	\$71,571	\$71,568
FY34	\$71,568	\$0